



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
May 7, 2024**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Berk Huskison

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Edward Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
Cody Burnett

Court Clerk
Monica Lairy

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, MAY 7, 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 APRIL 2, 2024 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE APRIL 12, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE APRIL 16, 2024 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE APRIL 16, 2024 FY24 COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC HEARING.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **107 REX ST.**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118O-00-231.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **49 CHOCTAW RD.**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118B-00-129.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **47 BIGGS RD.**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159M-00-001.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE FRANCHISE AGREEMENT WITH 4-COUNTY FOR THE INSTALLATION OF FASTNET FIBER WITHIN THE CITY OF STARKVILLE CITY LIMITS WHERE THE FOUR COUNTY TERRITORY IS CURRENTLY ESTABLISHED.

B. CONSIDERATION OF THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR AN INMATE/FINE LITTER CONTRACT.

C. CONSIDERATION OF SUPPORTING CATHERINE NOBLES, STARKVILLE'S MISS HOSPITALITY, THROUGH A FULL-PAGE AD IN THE PROGRAM FOR \$350.00 AS ALLOWED BY MS CODE §17-3-3.

X. BOARD BUSINESS

A. CONSIDERATION OF APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF STARKVILLE, OKTIBBEHA COUNTY AND THE STARKVILLE LIBRARY BOARD OF TRUSTEES.

B. CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY OF STARKVILLE TO COMMIT FUNDS OTHER THAN CDBG FUNDS TO A PROJECT UNDER THE MISSISSIPPI COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR THE PROPOSED PUBLIC FACILITIES SEWER IMPROVEMENTS PROJECT AT HENDERSON AND SAND ROADS.

C. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE \$5,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2024 (STREET IMPROVEMENTS PROJECT), OF THE CITY OF STARKVILLE, MS; AND FOR RELATED PURPOSES.

D. CONSIDERATION OF AMENDING THE LEASE WITH ENTERPRISE FLEET MANAGEMENT TO INCLUDE 2 TRUCKS FOR STREET, 1 TRUCK FOR PARK / RECREATION, 1 TRUCK FOR LANDSCAPE AND 1 TRUCK FOR FIRE AT A TOTAL ANNUAL COST OF \$57,598.00 FOR FIVE YEARS.

- E. CONSIDERATION OF APPROVING THE LOWER OF TWO QUOTES RECEIVED FOR A 15 TON RTU REPLACEMENT FROM BRISLIN INC, IN THE AMOUNT OF \$34,945.00, FOR THE STARKVILLE-OKTIBBEHA COUNTY PUBLIC LIBRARY BUILDING, TO BE PURCHASED IF A PENDING DONATION IS NOT RECEIVED.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO AMEND THE MUNICIPAL CODE OF STARKVILLE, MISSISSIPPI, TO UPDATE THE FIRE PREVENTION AND PROTECTION SECTION AND ADD THE RIGHT-OF-WAY PROTECTION SECTION.
2. CONSIDERATION OF TRAVEL FOR BUILDING OFFICIAL STEIN MCMULLEN TO ATTEND THE NATIONAL ADA SYMPOSIUM IN MINNEAPOLIS, MN, ON JUNE 9TH -12TH, 2024, WITH ADVANCED TRAVEL AND REGISTRATION COSTS NOT TO EXCEED \$2,500.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE LOW QUOTE FROM BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF \$29,991.05 TO CONSTRUCT THE SPRING STREET SIDEWALK CONNECTOR PROJECT.
2. CONSIDERATION OF APPROVING THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$32,420.00 TO CONSTRUCT THE HIGHWAY 12 SIDEWALK CONNECTOR PROJECT.
3. CONSIDERATION OF APPROVAL OF GARVER, LLC ENGINEERING SERVICES CONTRACT FOR THE SPRING STREET SOUTH CONNECTOR TRANSPORTATION ALTERNATIVES (TA) PROJECT USING MDOT SMALL PURCHASE PROCEDURE; AND AUTHORIZATION FOR MAYOR TO EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL.

E. FINANCE

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 29, 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 BUDGET ADJUSTMENTS EFFECTIVE APRIL 30, 2024.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR CHIEF YARBROUGH TO TRAVEL TO NATCHEZ, MS TO ATTEND THE 87TH MS FIRE FIGHTERS AND FIRE CHIEFS CONFERENCE @ THE NATCHEZ CONVENTION CENTER ON MAY 29 – JUNE 2, 2024 WITH AN APPROXIMATE ADVANCE COST OF \$500.00.
2. REQUEST PERMISSION TO PURCHASE IMAGE TREND SCHEDULING AND ANALYTIC SYSTEM WHICH INCLUDES SLATE AND CONTINUUM AT A COST OF \$9,641.00, A SOLE SOURCE ITEM IN THAT IT IS COMPATIBLE WITH EXISTING EQUIPMENT AND SOFTWARE.
3. REQUEST AUTHORIZATION TO PURCHASE AN ESI ESIP50X TELEPHONE SYSTEM IN THE AMOUNT OF \$9,779.00 FROM ALARM SECURITIES, INC., THE LOWER OF TWO QUOTES.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE SUSAN WHITE AS A DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE MERCEDES REED AS AN ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE JEREMY KLUTTS AS A METERING / LEAD & COPPER COORDINATOR IN STARKVILLE UTILITIES.
4. REQUEST AUTHORIZATION TO HIRE KALYB JORDAN, WILLIAM MAYS II, SAMUEL MATTHEWS AND CHRISTOPHER MCGLOTHIN AS NON-CERTIFIED FIREFIGHTERS.

5. REQUEST AUTHORIZATION TO HIRE LIAM ALTUZAR AND ANTONIOUS SELLERS AS POLICE OFFICERS.
6. REQUEST AUTHORIZATION TO HIRE RANDALL CHRISWELL AND SHASTA PLUNKETT AS LINEMEN CREW CHIEFS IN THE STARKVILLE UTILITIES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE DOUGLAS ERWIN AND D'ANGELO SCALES AS SEASONAL SANITATION WORKERS.
8. REQUEST AUTHORIZATION TO HIRE HOPE HARRIS, CHARLES LEDFORD, JACQUES RATLIFF, JAMES THORNTON, AND GRACEE WARREN AS GIS/CIVIL ENGINEER INTERNS FOR THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF PURCHASE OF ANTIVIRUS SOFTWARE FROM HOWARD TECHNOLOGY, THE LOWER OF TWO QUOTES IN THE AMOUNT OF \$8,700.00.

I. PARKS

1. CONSIDERATION OF APPROVAL OF THE PROFESSIONAL SERVICES CONTRACT WITH FORME DESIGN GROUP FOR THE STARKVILLE PARKS SIGNAGE PROJECT IN AN AMOUNT NOT TO EXCEED \$41,100.00.
2. CONSIDERATION OF THE PURCHASE OF A JOHN DEERE GATOR TX TURF AT THE STATE CONTRACT #8200073314 PRICE OF \$13,360.00.
3. CONSIDERATION OF THE APPROVAL TO PURCHASE 5 INFLATABLE BOUNCE HOUSES FROM JUNGLE JUMPS, THE LOWER OF TWO QUOTES, IN THE AMOUNT OF \$9,653.00.
4. CONSIDERATION OF THE APPROVAL TO PURCHASE 3 TRAIL DIRECTIONAL SIGNS FROM MITCHELL SIGNS IN THE AMOUNT OF \$4,275.00 WITH A DOWN PAYMENT OF \$2,137.50 AT TIME OF ORDER.
5. CONSIDERATION OF THE APPROVAL FOR THE LOWEST QUOTE FROM MCI TO INSTALL 3 HVAC UNITS AND SPLIT RAIL FENCING AT CORNERSTONE PARK IN THE TOTAL AMOUNT OF \$33,000.
6. CONSIDERATION OF A CHANGE ORDER TO FIELD TURF IN THE AMOUNT OF \$870.00 FOR A SECOND MOBILIZATION TO THE SITE TO INSTALL THE "EAT WITH US" LOGO.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO PURCHASE, FROM PILEUM CORPORATION, AS SOLE SOURCE, A 180 CAMERA FUSUSCORE ELITE AI WITH 44 TB STORAGE AND ONBOARD AI AT A COST OF \$5,000.00 PLUS SHIPPING AND HANDLING, IN THAT IT IS COMPATIBLE WITH THE EXISTING FUSUS SYSTEM.

2. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 102 YELLOW JACKET DR., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102H-00-049.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 FROM OSMOSE FOR THE WOOD POLE MAINTENANCE AND INSPECTION SERVICES TO ADD ADDITIONAL ITEMS TO THE CONTRACT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDED THE SOURCE OF SUPPLY CONTRACTS FOR JULY 1, 2024 THROUGH DECEMBER 1, 2024.
3. REQUEST AUTHORIZATION TO RENEW THE CONTRACT WITH NARRATIVE12 FOR COMMUNICATIONS SUPPORT IN THE AMOUNT OF \$4,500.00 MONTHLY THROUGH MARCH 25, 2025 AT WHICH TIME IT WILL AUTOMATICALLY RENEW MONTHLY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

POTENTIAL LAND SALE/LEASE

XV. OPEN SESSION

XVI. RECESS UNTIL MAY 21, 2024 @ 5:30 IN THE COURT ROOM AT 110 W MAIN ST.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 5-07-24
PAGE: 1 of 97

SUBJECT: Request approval of the minutes of the April 2, 2024 Regular meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the April 2, 2024 Regular meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
April 2, 2024**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on April 2, 2024 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda as presented. Alderman Sistrunk requested Mayor's Item B (MCWI funds) be added to consent and Board Business A (Park Bond Resolution) be removed from consent. Alderman Beatty asked that Mayor's Item A (Bulldog Bash) be removed from consent. Alderman Vaughn asked that Fire Department Item 2 (Fire Engine Grant) be added to consent.

There being no objections to these requests or additional revisions, the Mayor called for a motion to approve the agenda with consent items as amended.

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

Alderman Rupp offered a motion, duly seconded by Alderman Beatty, to approve the April 2, 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
REGULAR MEETING OF TUESDAY, APRIL 2, 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 5, 2024 REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

CONSIDERATION OF THE MINUTES OF THE MARCH 15, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE MARCH 26, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

There will be an ADA Transition Plan public discussion Thursday, April 4th between 4:00 P.M. and 6:30 P.M.

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 204 YEATES ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102B-00-001.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 205 WARE ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118O-00-180.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE MISSISSIPPI STATE UNIVERSITY STUDENT ASSOCIATION TO HOLD THE 2024 BULLDOG BASH ON OCTOBER 4, 2024, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

B. CONSIDERATION OF A RESOLUTION REQUESTING AND ACCEPTING THE FUNDS OFFERED BY THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS FOR THE PURPOSE OF OBTAINING MATCHING FUNDS FROM THE STATE OF MISSISSIPPI FOR THE MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT PROGRAM (MCWI) IN THE AMOUNT OF \$1,000,000 TO UPGRADE AND REHABILITATE THE ERNEST E. JONES WASTEWATER TREATMENT PLANT.

X. BOARD BUSINESS

A. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE \$12,555,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2024 (PARKS AND RECREATION IMPROVEMENTS PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF COA 24-01: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 521 GREENSBORO ST IN THE GREENSBORO HISTORIC DISTRICT.
2. CONSIDERATION OF COA 24-02: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 512 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.
3. CONSIDERATION OF APPOINTING LIBBI HAVELIN TO THE HISTORIC PRESERVATION COMMISSION FOR A 3-YEAR TERM.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTING THE LOW TERM BID FROM JC CHEEK CONTRACTORS, LLC FOR THE 2024 TERM BID CONTRACT FOR PAVEMENT STRIPING AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOW BIDDER.
2. CONSIDERATION OF REJECTING THE BIDS FOR THE 2024 TERM BID CONTRACT FOR FULL DEPTH RECLAMATION.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 25, 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. CONSIDERATION OF AWARDING THE MOWING AND MAINTENANCE BID FOR THE CITY OF STARKVILLE CEMETERIES TO HAMPTON YOUNG CORP., THE LOWER OF THREE BIDS RECEIVED.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO APPLY FOR THE FEMA FIRE AND EMERGENCY RESPONSE (SAFER) GRANT TO HELP STAFF 9 FIREFIGHTERS AT FIRE STATION 5 WITH A MATCH REQUIRED BY THE CITY.

2. REQUEST PERMISSION TO APPLY FOR AN ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$425,000.00, WITH A MATCH OF \$38,636.36, TO PURCHASE A TYPE 3 FIRE ENGINE, WHICH WOULD BE USED FOR RURAL AND SUBURBAN AREAS.
3. REQUEST PERMISSION TO APPLY FOR AN ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$38,000.00, WITH A CITY MATCH OF \$3,454.55, TO PURCHASE A TURNOUT GEAR WASHER/EXTRACTOR AND DRYER.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JOANNA DEW AS AN ASSISTANT PERMIT TECHNICIAN FOR THE COMMUNITY DEVELOPMENT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JONATHAN LEE AS A GROUND TECHNICIAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE SHAKIRA JOHNSON AS A NON-CERTIFIED POLICE OFFICER.
4. REQUEST AUTHORIZATION TO HIRE EARLENE MALONE AS A CUSTOMER SERVICE/COMMUNITY OUTREACH REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE MATTHEW HOOD AS AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING/UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST APPROVAL OF AN AGREEMENT WITH DEBORAH MANSFIELD DECORATIVE PAINTING LLC FOR A MURAL ON THE NEEDMORE COMMUNITY CENTER BUILDING.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO PURCHASE FROM UTILITY ASSOCIATES, INC AS A SOLE SOURCE PROVIDER AND COMPATIBLE WITH EXISTING SYSTEMS, 7 ROCKET IN-CAR VIDEO SAAS – COTERMINOUS WITH EXISTING AGREEMENT: 5/1/2024 THROUGH 3/31/2026 (23 MONTHS) AND 7 ROCKET IN-CAR VIDEO HAAS AT A TOTAL COST OF \$45,821.10.
- b. REQUEST APPROVAL TO DECLARE 5 POLICE DEPARTMENT VEHICLES, VIN'S ENDING IN 7329,7322,8070,4279 AND 6900, AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVEDEALS.COM OR SELL DIRECTLY TO A SCRAP DEALER.
- c. REQUEST APPROVAL OF THE RECEIPT AND USE OF STARKVILLE WIRELESS COMMUNICATIONS FUNDS IN THE AMOUNT OF \$82,648.20 TO PURCHASE (15) KENWOOD MOBILE CAR RADIOS AS SOLE SOURCE ITEMS COMPATIBLE WITH THE EXISTING SYSTEM TO BE INSTALLED IN POLICE VEHICLES, AND (15) MOBILE DATA TERMINALS PER THE LOWER OF TWO QUOTES.

- d. REQUEST APPROVAL TO RENEW A REVISED MECHANICAL SERVICE AGREEMENTS WITH BRISLIN, INC FOR THE POLICE DEPT FOR INSPECTIONS AND MAINTENANCE OF ALL HVAC EQUIPMENT.

2. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 49 CHOCTAW RD., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118B-00-129.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 107 REX ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118O-00-231.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- c. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 47 BIGGS RD., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159M-00-001.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. AUTHORIZATION TO APPLY FOR WATER POLLUTION CONTROL REVOLVING LOAN FUND (WPCRLF) FOR IMPROVEMENTS OUTLINED IN THE COMPREHENSIVE WASTEWATER TREATMENT ASSESSMENT STUDY.
2. AUTHORIZATION TO ENROLL IN TVA'S GREEN FLEX PROGRAM AND EXECUTE THE GREEN FLEX AGREEMENT.
3. REQUEST AUTHORIZATION TO DECLARE FORTY-ONE (41) BADGER MODEL 120 LL 1-1/2" WATER METERS AS SURPLUS AND SELL ON GOVDEALS OR ANOTHER SURPLUS VENUE.
4. REQUEST AUTHORIZATION TO REJECT ALL BIDS FOR THE CONSTRUCTION OF CITY OF STARKVILLE – STARKVILLE UTILITIES MAIN OFFICE GENERATOR AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS.
5. AUTHORIZATION TO APPLY FOR DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN PROGRAM (DWSIRF) FOR IMPROVEMENTS OUTLINED IN THE COMPREHENSIVE WASTEWATER TREATMENT ASSESSMENT STUDY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL APRIL 16, 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 – 31:

2. CONSIDERATION OF THE MINUTES OF THE MARCH 5, 2024 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 5, 2024 Regular Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE MARCH 15, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 15, 2024 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE MARCH 26, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 26, 2024 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF A RESOLUTION REQUESTING AND ACCEPTING THE FUNDS OFFERED BY THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS FOR THE PURPOSE OF OBTAINING MATCHING FUNDS FROM THE STATE OF MISSISSIPPI FOR THE MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT PROGRAM (MCWI) IN THE AMOUNT OF \$1,000,000 TO UPGRADE AND REHABILITATE THE ERNEST E. JONES WASTEWATER TREATMENT PLANT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution requesting and accepting the funds offered by the Oktibbeha County Board of Supervisors for the purpose of obtaining matching funds from the State of Mississippi for the Mississippi municipality and county water infrastructure grant program (MCWI) in the amount of \$1,000,000 to upgrade and rehabilitate the Ernest E. Jones wastewater treatment plant” is enumerated, this consent item is thereby approved.

**A RESOLUTION BY THE CITY OF STARKVILLE TO REQUEST AND
ACCEPT MATCHING AMERICAN RECOVERY ACT PLAN (ARPA) FUNDS IN
THE AMOUNT OF \$1,000,000 EXTENDED TO OKTIBBEHA COUNTY BY THE
STATE OF MISSISSIPPI FOR THE ERNEST E. JONES WASTEWATER
TREATMENT PLANT IMPROVEMENTS**

This resolution is made for the purpose of seeking matching funds from the State of Mississippi for the purpose of extending the impact of the ARPA funds provided to the City of Starkville through the share provided to Oktibbeha County and extended to support the upgrades to the Ernest E. Jones Wastewater Treatment Plant in the City of Starkville serving residents of Oktibbeha County.

WHEREAS, the City of Starkville is located in and serves as the county seat of Oktibbeha County, Mississippi; and

WHEREAS, the City of Starkville understands that the use of the ARPA funds is intended to assist in providing the improved quality of life for the residents and visitors in ways that comport with the long-term best interests of each community; and

WHEREAS, the City of Starkville recognizes that the State of Mississippi has extended a gracious offer of assistance to match ARPA funds through the Mississippi Municipality and County Water Infrastructure Grant Program (MCWI) Act on a dollar-for-dollar basis to qualifying projects of a transformational nature; and

WHEREAS, the City of Starkville has evaluated it's needs for infrastructure improvements that fit within the guidelines of the State of Mississippi's MCWI Grant Act parameters as outlined by Mississippi Governor Tate Reeves and the State Legislature; and

WHEREAS, those needs that follow the MCWI's published guidelines are stormwater drainage and sewer and water infrastructure; and

WHEREAS, the City of Starkville has a wastewater treatment plant project that Oktibbeha County has agreed to provide \$1,000,000.00 of their dedicated ARPA funding to support improvements and that such project will be obligated by August 30, 2024 and fully completed by the deadline of September 30, 2026.

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

SECTION 1. The wastewater treatment plant project that meets the State of Mississippi's requirements for matching funds is the Ernest E. Jones Wastewater Treatment Plant Package A which is outlined in the Comprehensive Evaluation study and includes replacement and rehabilitation of critical aspects of the wastewater plant including oxidation ditch aerators, new electrical building and chlorine building safety improvements.

Wastewater Plant Package A	\$ 9,470,000.00
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SECTION 2. The project within the body of this resolution is a total of \$9,470,000 which would allow for full use of the \$1,000,000.00 grant funds provided by Oktibbeha County to the City of Starkville from the State of Mississippi with the MCWI match in the amount of \$1,000,000.00.

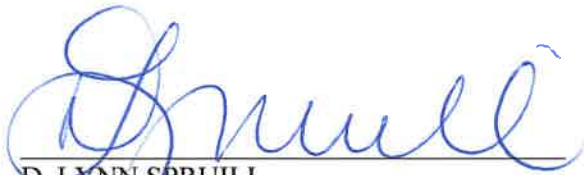
SECTION 3. The Mayor and the Board of Aldermen of the City of Starkville respectfully request consideration for the \$1,000,000.00 dollar for dollar match of the ARPA funds from the MCWI Act funds as available to be used for the above stated purposes.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

UPON A MOTION BY ALDERMAN RUPP AND SECONDED BY ALDERMAN BROOKS, THIS RESOLUTION WAS APPROVED AND ADOPTED THIS DAY OF APRIL 2, 2024.

VOTING:

ALDERMAN KIM MORELAND	Yea
ALDERMAN SANDRA SISTRUNK	Yea
ALDERMAN JEFFREY RUPP	Yea
ALDERMAN MIKE BROOKS	Yea
ALDERMAN HAMP BEATTY	Yea
VICE MAYOR ROY A.' PERKINS	Yea
ALDERMAN HENRY VAUGHN, SR.	Yea


D. LYNN SPRUILL
MAYOR, CITY OF STARKVILLE



ATTEST: 
LESA HARDIN
CITY CLERK, CITY OF STARKVILLE

6. CONSIDERATION OF COA 24-01: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 521 GREENSBORO ST IN THE GREENSBORO HISTORIC DISTRICT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of COA 24-01: a request for a Certificate of Appropriateness at 521 Greensboro Street” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF COA 24-02: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 512 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of COA 24-02: a request for a Certificate of Appropriateness at 512 Greensboro Street” is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO OF APPOINTING LIBBI HAVELIN TO THE HISTORIC PRESERVATION COMMISSION FOR A 3-YEAR TERM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of appointing Libbi Havelin to the Historic Preservation Commission with a 3-year term expiring on April 2, 2027” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF ACCEPTING THE LOW TERM BID FROM JC CHEEK CONTRACTORS, LLC FOR THE 2024 TERM BID CONTRACT FOR PAVEMENT STRIPING AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOW BIDDER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the low term bid from J.C. Cheek Contractors, LLC for the 2024 Term Bid Contract for Pavement Striping and authorization for the Mayor to execute a construction contract with the low bidder” is enumerated, this consent item is thereby approved. This contract does allow the City to renew the contract annually for up to four additional years with both the City and contractors’ consent. Only one bid was received and it was lower than the estimate. The bid tabulation follows this page.

10. CONSIDERATION TO REJECT THE BIDS FOR THE 2024 TERM BID CONTRACT FOR FULL DEPTH RECLAMATION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of rejecting the bids received for the 2024 Term Bid Contract for Full Depth Reclamation” is enumerated, this consent item is thereby approved. Two bids received were considerably higher than the engineer estimate.

11. CONSIDERATION OF AWARDING THE MOWING AND MAINTENANCE BID FOR THE CITY OF STARKVILLE CEMETERIES TO HAMPTON YOUNG CORP., THE LOWER OF THREE BIDS RECEIVED.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of awarding the mowing and maintenance for Starkville Cemeteries bid to Hampton Young Corp. for a period beginning May 1, 2024 and ending April 30, 2026” is enumerated, this consent item is thereby approved.

Bids per month: Hampton - \$1,600.00, Fair Price Landscaping - \$2,125.00 and Southern - \$1,916.34



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

24008 Term Bid Contract for Annual Pavement Striping
Bid Tabulation
March 13, 2024, 2:00 P.M.

Item No.	Description	Unit	Estimated Quantity	Engineer's Estimate		JC Cheek Contractors, Inc.	
				Unit Price	Extension	Unit Price	Extension
1	4" Thermoplastic Traffic Stripe, Skip White	LF	100	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00
2	4" Thermoplastic Edge Stripe, Continuous White	LF	50,000	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
3	4" Thermoplastic Traffic Stripe, Skip Yellow	LF	10,000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
4	4" Thermoplastic Traffic Stripe, Continuous Yellow	LF	50,000	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
5	Thermoplastic Detail Stripe, 4" White	LF	3,000	\$ 2.00	\$ 6,000.00	\$ 2.50	\$ 7,500.00
6	Thermoplastic Detail Stripe, 4" Yellow	LF	3,000	\$ 2.00	\$ 6,000.00	\$ 2.50	\$ 7,500.00
7	Thermoplastic Detail Stripe, 4" Green	LF	100	\$ 3.00	\$ 300.00	\$ 12.00	\$ 1,200.00
8	Thermoplastic Detail Stripe, 4" Blue	LF	300	\$ 10.00	\$ 3,000.00	\$ 9.00	\$ 2,700.00
9	Thermoplastic Legend, Blue	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00
10	Thermoplastic Legend, White	SF	2,400	\$ 18.00	\$ 43,200.00	\$ 18.00	\$ 43,200.00
11	Thermoplastic Legend, Green	SF	3,000	\$ 30.00	\$ 90,000.00	\$ 30.00	\$ 90,000.00
12	Thermoplastic Legend, 24 in. Stop Bar	LF	1,500	\$ 6.00	\$ 9,000.00	\$ 4.00	\$ 6,000.00
13	4" Painted Stripe, Solid White	LF	100	\$ 1.00	\$ 100.00	\$ 0.75	\$ 75.00
14	4" Painted Stripe, Skip White	LF	100	\$ 0.75	\$ 75.00	\$ 0.75	\$ 75.00
15	4" Painted Stripe, Solid Yellow	LF	100	\$ 0.75	\$ 75.00	\$ 0.75	\$ 75.00
16	4" Painted Stripe, Skip Yellow	LF	100	\$ 1.00	\$ 100.00	\$ 0.75	\$ 75.00
17	4" Painted Stripe, Solid Blue	LF	100	\$ 0.75	\$ 75.00	\$ 6.00	\$ 600.00
18	Painted Legend, Blue	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
19	24" Stop Bar, Paint	LF	500	\$ 2.50	\$ 1,250.00	\$ 2.50	\$ 1,250.00
20	Temp. 4" Painted Stripe, Solid White	LF	100	\$ 0.75	\$ 75.00	\$ 0.50	\$ 50.00
21	Temp. 4" Painted Stripe, Skip White	LF	100	\$ 0.75	\$ 75.00	\$ 0.50	\$ 50.00
22	Temp. 4" Painted Stripe, Solid Yellow	LF	15,000	\$ 0.75	\$ 11,250.00	\$ 0.50	\$ 7,500.00
23	Temp 4" Painted Stripe, Skip Yellow	LF	2,000	\$ 0.75	\$ 1,500.00	\$ 0.50	\$ 1,000.00
24	Temp 24" Stop Bar	LF	2,000	\$ 1.00	\$ 2,000.00	\$ 0.50	\$ 1,000.00
25	Removal of Markings	LF	100	\$ 5.00	\$ 500.00	\$ 5.00	\$ 500.00
26	Removal of Legend	SF	100	\$ 20.00	\$ 2,000.00	\$ 10.00	\$ 1,000.00
				Base Bid Total=	\$ 290,175.00	Base Bid Total=	\$ 283,950.00
I certify that this is a correct tabulation of all bids received for this Project on the date stated above.						LOW BID	

Signature

12. CONSIDERATION TO APPLY FOR AN ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$425,000.00, WITH A MATCH OF \$38,636.36, TO PURCHASE A TYPE 3 FIRE ENGINE, WHICH WOULD BE USED FOR RURAL AND SUBURBAN AREAS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to apply for an Assistance to Firefighters Grant in the amount of \$425,000, with a match of \$38,636.36, to purchase a Type 3 Fire Engine which would be used for rural and suburban areas” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO APPLY FOR AN ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$38,000.00, WITH A CITY MATCH OF \$3,454.55, TO PURCHASE A TURNOUT GEAR WASHER/EXTRACTOR AND DRYER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to apply for an Assistance to Firefighters Grant in the amount of \$38,000.00, with a city match of \$3,454.55, to purchase a turnout gear washer / extractor and dryer” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE JOANNA DEW AS AN ASSISTANT PERMIT TECHNICIAN FOR THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Joanna Dew as an Assistant Permit Technician for the Community Development Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE JONATHAN LEE AS A GROUND TECHNICIAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Jonathan Lee as a Ground Technician in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE SHAKIRA JOHNSON AS A NON-CERTIFIED POLICE OFFICER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Shakira Johnson as Non-Certified Police Officer” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE EARLENE MALONE AS A CUSTOMER SERVICE/COMMUNITY OUTREACH REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Earlene Malone as a Customer Service/Community Outreach Representative in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE MATTHEW HOOD AS AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING/UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Matthew Hood as an Engineering Inspector in the Starkville Engineering/Utilities Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF AN AGREEMENT WITH DEBORAH MANSFIELD DECORATIVE PAINTING LLC FOR A MURAL ON THE NEEDMORE COMMUNITY CENTER BUILDING.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a proposal for professional services with Deborah Mansfield Decorative Painting LLC to design and paint a 12’ x 30’ mural on the Needmore Community Center building” is enumerated, this consent item is thereby approved. The agreement follows this page.

20. CONSIDERATION TO PURCHASE FROM UTILITY ASSOCIATES, INC AS A SOLE SOURCE PROVIDER AND COMPATIBLE WITH EXISTING SYSTEMS, 7 ROCKET IN-CAR VIDEO SAAS – COTERMINOUS WITH EXISTING AGREEMENT: 5/1/2024 THROUGH 3/31/2026 (23 MONTHS) AND 7 ROCKET IN-CAR VIDEO HAAS AT A TOTAL COST OF \$45,821.10.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to purchase from Utility Associates, Inc, as a sole source provider in that they are compatible with existing systems, 7 Rocket In-Car video SAAS – Cotermious with Existing Agreement: 5/1/2024 through 3/31/2026 (23 months) and 7 Rocket In-Car Video Haas at a total cost of \$45,821.10” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO DECLARE 5 POLICE DEPARTMENT VEHICLES, VIN’S ENDING IN 7329,7322,8070,4279 AND 6900, AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVEDEALS.COM OR SELL DIRECTLY TO A SCRAP DEALER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to declare the (5) listed Starkville Police Department vehicles as surplus and advertise for sale to the highest bidder on govdeals.com, discard, or sell directly to a scrap dealer” is enumerated, this consent item is thereby approved.

2009 Ford Crown Vic 2FABP7BV8AX117329, 2009 Ford Crown Vic 2FABP7BV4AX117322, 2013 Ford Taurus 1FAHP2M83DG198070, 2015 Ford Explorer 1FM5K8AR0FGB84279 and 2013 Ford Explorer 1FM5K8AR6DGC06900

22. CONSIDERATION OF THE RECEIPT AND USE OF CITY OF STARKVILLE WIRELESS COMMUNICATIONS FUNDS IN THE AMOUNT OF \$82,648.20 TO PURCHASE (15) KENWOOD MOBILE CAR RADIOS AS SOLE SOURCE ITEMS COMPATIBLE WITH THE EXISTING SYSTEM TO BE INSTALLED IN POLICE VEHICLES, AND (15) MOBILE DATA TERMINALS PER THE LOWER OF TWO QUOTES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the receipt and the use of the City of Starkville Wireless Communications fund to purchase (15) Kenwood Mobile Car Radios as sole source items compatible with the existing system to be installed in police vehicles and (15) Mobile Data Terminals per the lower of two quotes” is enumerated, this consent item is thereby approved.

Two quotes on mobile data terminals: Nextstep - \$49,950.00 and Howard - \$46,023.80

Mayor Lynn Spruill
City of Starkville
110 West Main Street
Starkville, Mississippi 39759

17 March 2024

RE: PROFESSIONAL SERVICES AGREEMENT FOR A MURAL FOR THE NEEDMORE COMMUNITY CENTER

Dear Mayor Spruill:

I appreciate the opportunity to be part of the Design Team, and to submit this proposal to provide the following professional design services for a mural located on the Needmore Community Center building located on Gillespie Street in Starkville, MS in the amount not to exceed of \$14,500.

This proposal will include:

- The size of the mural is approximately 12'x 30' See drawing for proposed design.
- Mural design based on information collected from the Needmore Community, City officials and community members. Final approval of the design will come from the City.
- The mural will be painted using Sherwin Williams and Benjamin Moore Paint, exterior, satin, latex. Colors to be selected by muralist, color palette to be approved by client.
- Cost of all materials and labor is included in the cost of the mural.
- A 25% deposit is required prior to commencement of the mural \$3625.

The City agrees to:

- The mural area will be received clean and free of noticeable cracks and flaking paint.
- The mural will be received primed and base coated with a color recommended by the artist.
- A lift will be provided by owner if needed.

The mural shall be painted and started on no Earlier than 1 July, 2024 and shall be completed by completed by 24 July, 2024, barring any unforeseen circumstances. The remainder of the mural fee is due upon completion of the mural. Please remit payments to: Deborah Mansfield Decorative Painting LLC, 29 Elm View Drive, West Point MS. 39773.

If you have any questions, please do not hesitate to call me at 662-275-7819. Can't wait to create something special for Starkville and the Needmore Community.

Deborah Mansfield
Decorative Painting LLC
West Point MS. 39773

Lynn Spruill
Mayor
Starkville MS

Signature:



Signature:



23. CONSIDERATION OF THE RENEWAL OF A REVISED MECHANICAL SERVICE AGREEMENTS WITH BRISLIN, INC FOR THE POLICE DEPT FOR INSPECTIONS AND MAINTENANCE OF ALL HVAC EQUIPMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to renew a revised Mechanical Service Agreements with Brislin, Inc for the Police Dept for inspections and maintenance of all HVAC equipment” is enumerated, this consent item is thereby approved. The agreement follows this page.

24. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 49 CHOCTAW RD., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118B-00-129.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 49 Choctaw Rd., Starkville, MS 39759, with the parcel number 118B-00-129.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 107 REX ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118O-00-231.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 107 Rex St., Starkville, MS 39759, with the parcel number 118O-00-231.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 47 BIGGS RD., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159M-00-001.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 47 Biggs Rd., Starkville, MS 39759, with the parcel number 159M-00-001.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO APPLY FOR WATER POLLUTION CONTROL REVOLVING LOAN FUND (WPCRLF) FOR IMPROVEMENTS OUTLINED IN THE COMPREHENSIVE WASTEWATER TREATMENT ASSESSMENT STUDY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to apply for Water Pollution Control Revolving Loan Fund (WPCRLF) for improvements outlined in the Comprehensive Wastewater Treatment Assessment Study” is enumerated, this consent item is thereby approved.

BRISLIN, INC.

4051 MILITARY ROAD
COLUMBUS, MS 39705
662-328-5814
WWW.BRISLININC.COM

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO:



Starkville Police Department
101 East Lampkin Street
Starkville, MS 39759

BY:

BRISLIN, INC.

4051 Military Road
Columbus, MS 39705

FOR:

HVAC Services from
April 1, 2024 to March 31, 2025



AIR CONDITIONING • HEATING • VENTILATION
INDUSTRIAL SHEET METAL FABRICATION
COMMERCIAL PLUMBING • PROCESS PIPING

At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least six (6) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed \$105.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$115.00 per hour for after normal operating hours, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding \$300.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in April 2024 and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing belts & **FILTERS**, flushing drains and monitoring equipment operations.
2. Three (3) inspection services, which includes monitoring equipment operations and visual inspection of coils, cleaning and flushing condensate drains and pans. Filter replacement included.
3. Two (2) Filter replacements only.
4. Monthly (12 times) Heating water and chill water closed loop systems service ONLY. This will include collecting water samples and test the treated waters. A written report will be submitted documenting the results of the service. Any systems found needing chemical will be added at that time. Chemical cost is NOT included in this proposal and will be added at extra cost with proper authorization from the Starkville Police Department.

Your cost of this Maintenance Agreement: \$15,420.00 per year plus tax;

Payable in six (6) equal amounts of \$2,570.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:

BRISLIN, INC.



Quinn Brislin
Vice President

Your approval:

Signature: 

Printed: D. Lynn Spruill

Title: Mayor - City of Starkville

Date: 4-2-2024

28. CONSIDERATION TO ENROLL IN TVA’S GREEN FLEX PROGRAM AND EXECUTE THE GREEN FLEX AGREEMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to enroll in TVA’s Green Flex program and execute the Green Flex Agreement” is enumerated, this consent item is thereby approved. This is a voluntary program that will allow end use customers the opportunity to purchase Renewable Energy Credits (RECs) through TVA in order to meet their corporate sustainability goals. The agreement follows this page.

29. CONSIDERATION TO DECLARE FORTY-ONE (41) BADGER MODEL 120 LL 1-1/2" WATER METERS AS SURPLUS AND SELL ON GOVDEALS OR ANOTHER SURPLUS VENUE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to declare forty-one (41) Badger model 120 LL 1-1/2" water meters as surplus and sell on Govdeals or another surplus venue” is enumerated, this consent item is thereby approved.

30. CONSIDERATION TO REJECT ALL BIDS FOR THE CONSTRUCTION OF CITY OF STARKVILLE – STARKVILLE UTILITIES MAIN OFFICE GENERATOR AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to reject all bids for the construction of City of Starkville – Starkville Utilities Main Office Generator and authorization to re-advertise for bids” is enumerated, this consent item is thereby approved. Only one bid was received and exceeded the engineer estimate by 20%.

31. CONSIDERATION TO APPLY FOR DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN PROGRAM (DWSIRF) FOR IMPROVEMENTS OUTLINED IN THE COMPREHENSIVE WASTEWATER TREATMENT ASSESSMENT STUDY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 2, 2024 Official Agenda, and to accept items for consent, whereby the “approval to apply for Drinking Water Systems Improvements Revolving Loan Fund Program (DWSIRF) for improvements outlined in the Comprehensive Water Treatment Assessment Study” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill thanked the Vice Mayor for representing the City at the recent Willie Gay Day in Starkville. The Mayor then asked City Engineer to present a brief overview of the upcoming construction at the Spring Street / MS-12 intersection. She also invited the public to an ADA Transition Plan public discussion Thursday, April 4th between 4:00 P.M. and 6:30 P.M.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, congratulated Assistant Police Chief Henry Stewart on his recent graduation from the FBI Academy. He also noted drivers need to be careful of pedestrians near the school at Yellowjacket and Hwy 25.

GREEN FLEX PROGRAM AGREEMENT

Introduction

TVA offers renewable energy solutions to Distributor's commercial and industrial customers to help them meet their renewable energy or sustainability goals. Under the Green Flex Program ("**Program**"), eligible customers can purchase renewable energy certificates ("**RECs**") from TVA. Each REC represents 1 MWh of renewable energy generation from acceptable sources, including solar photovoltaic, wind turbines, low-impact hydro, and/or methane gas sources (such generation sources are collectively referred to as "**Green Power Sources**"). The Program is designed to provide low-cost RECs to customers that have enrolled in the Program ("**Participant(s)**").

How to Enroll

1. Distributor should read and understand all the terms and conditions set forth in this Agreement and in any Program reference documents and manuals.
2. TVA's designated Program representative should answer any Program participation and implementation questions to Distributor's satisfaction.
3. Distributor should sign and return this Agreement to the TVA customer service representative.
4. Upon TVA's execution of this Agreement, Distributor may begin enrolling Participants in the Program.

Program Implementation and Management

Distributor shall:

- a. implement and manage the Program;
- b. share information and discuss the Program with its customers;
- c. make the Program available to customers meeting the eligibility criteria as specified in the Program Guidelines;
- d. comply with all standards, guidelines, and requirements set forth by TVA in the Green Flex Program Guidelines ("**Program Guidelines**"), which TVA may update from time to time upon notice to Distributor;
- e. report to TVA the monthly enrollment of Participants, if any, through Electricity Sales Statistics; and
- f. provide to TVA, or to any TVA designated Program administrator ("**Administrator**"), all Participant information necessary for TVA to verify Participants' eligibility and to maintain Program compliance. This may include, but is not limited to, electrical metering data, Participant billing history (including before, during, and after participation in the Program), performance/satisfaction surveys, and all Program records. All information collected will be held confidentially to the extent permitted by law, and will be used only for Program analysis purposes by TVA or Administrators.

Beginning with the first billing month following the effective date of each Participant's enrollment in the Program, and for each month thereafter, Distributor will add to that Participant's bill an amount equal to the applicable Green Flex Program charge, in addition to all other charges for power and energy determined in accordance with Distributor's rate schedule applicable to that Participant.

TVA shall:

- a. construct, make available, or acquire the output of various facilities to provide generating capacity from Green Power Sources, or otherwise obtain the RECs required to meet its obligations under this Agreement;
- b. protect, to the extent permitted by law, the privacy of Participant information released by Distributor and Participant to TVA;
- c. add an amount equal to the applicable Green Flex Program charges collected by Distributor from Participants to the monthly wholesale power invoice for Distributor;

- d. provide Distributor access to Program and Participant information and reports; and
- e. track, maintain, and retire RECs associated with Program participation.

Adjustments and Notice

TVA may modify the Program Guidelines or any price, fee, or eligibility requirement upon 30 days' notice to Distributor. All notices required under this Program, whether by Distributor or TVA, will be deemed properly given if delivered electronically by e-mail to the addresses listed below.

Program Terminations

Termination/Suspension by TVA. TVA may terminate the Program or this Agreement upon at least 30 days' prior notice to Distributor by specifying an effective date of termination. If Distributor fails to follow Program requirements or guidelines, and Distributor does not cure such failure within 30 days of receipt of notice from TVA of such failure, TVA will suspend Distributor's participation in the Program upon five days' written notice to Distributor, until Distributor cures the failure.

Termination by Distributor. Distributor may terminate its participation in the Program by having a duly authorized representative provide at least 30 days' prior notice to TVA's Program representative indicating the date of termination.

Termination/Suspension Obligations. After the effective date of any termination or suspension of Distributor's participation in the Program, Distributor shall make no new commitments under the Program. The parties shall not construe anything contained in this Agreement as relieving Distributor of its obligations arising or accruing prior to the effective date of termination of this Agreement.

Attachments to this Agreement

Green Flex Program Guidelines
Green Flex Program Enrollment Form

Distributor Information – all fields must be completed		
Distributor Legal Name: CITY OF STARKVILLE, MISSISSIPPI (00000214)		
Representative Name:	Representative Title:	Representative E-mail:
Representative certifies that (s)he is a duly authorized representative of Distributor. By signing this Agreement, Representative certifies that (s)he has read, understands, and agrees that Distributor shall be bound by the terms and conditions set forth in this Agreement and the Green Flex Program Guidelines.		
Representative Signature:		The effective date of this Agreement is the date of TVA's signature below.

This area is for TVA use only		
Green Flex Program Contract No.:	TVA Representative E-mail: Renewables@tva.gov	
TVA Signature:	TVA Signatory Title: Director, Power Customer Contracts	

Green Flex Program Guidelines

January 1, 2024

General Participation Requirements

- The Green Flex Program (“**Program**”) is designed to offer end-use customers the option to purchase renewable energy certificates, and/or blocks, from renewable energy generation sources including solar photovoltaic, wind turbines, low-impact hydro, and/or methane gas sources (which generation sources are collectively referred to as “**Green Power Sources**”).
- Customers of Distributor who participate in the Program (“**Participant(s)**”) will enter into appropriate arrangements with Distributor providing for the premium payment for energy blocks of renewable energy (“**REC Energy Blocks**”).
- Participants are required to purchase a minimum of 2,000 REC Energy Blocks annually.
- Participants may purchase up to 105% of its typical annual electricity consumption or 500,000 RECs, whichever is less.
- TVA requires a one-year, annual enrollment to participate in the Program. Open enrollment for Distributors will commence October 1, 2023, through January 31, 2024.
- Participants must re-enroll each calendar year by signing the Green Flex Enrollment form.
- Participants who want to terminate their participation in the Program or who want to modify the quantity of REC Energy Blocks purchased may do so by notifying their Distributor.
- Current participants who fail to re-enroll during the open enrollment period will not be awarded RECs and will be removed from the Green Flex program.

Administration

- TVA will retire RECs associated with each Participant’s purchase annually, equal to the amount of payment that is collected from the Participant.
- TVA will provide a one-time \$250.00 credit to Distributor for each new Participant that enrolls in the Program to compensate for Program costs. TVA will apply such credit(s) to Distributor’s monthly wholesale bill for power and energy.
- TVA may publish information about the Participant’s REC Energy Block purchase and participation in the Program, but TVA will honor all written requests made by Participants to keep that information confidential to the extent permitted by law.
- Participants that are permitted to enroll after January 1 during open enrollment period must still meet the minimum annual purchase of 2,000 REC Energy Blocks and must comply with all other general participation requirements.
- TVA may periodically revise the Program’s eligibility requirements upon at least 30 days’ written notice to Participant and Distributor.
- TVA may promote and advertise the Program.
- TVA will review REC Energy Block pricing and sizing for the Program annually and may change pricing or REC Energy Block sizing upon at least 30 days’ written notice to Distributor and Participant. The new REC Energy Block pricing and/or sizing will apply only to new Participants or re-enrollment in the Program.
- TVA may, upon providing at least 30 days’ written notice to Distributor, update or change any Program terms, conditions, guidelines, incentives, or requirements.

Green Flex Program Enrollment Form

Product Information:

Product Content: 100% Wind, sourced from Illinois, Iowa, or Kansas
Certification: Green-e Energy® Certified

Purchase Information:

Annual Quantity¹: _____ MWh @ \$3.00/ MWh (2,000 MWh min./500,000 max.)

Payment Frequency²: ☐ Annually ☐ Monthly ☐ Quarterly ☐ Other

Annual Total Cost: _____

Date of Commitment: _____ 2024 – December 2024

Account Name³: _____

Account Number: _____

Mailing Address: (Local _____

Power Company) _____

Annual Electric Usage: _____ MWh

PARTICIPANT

Signature

Printed Name

Date

Email

¹ Participant to provide a range if it needs to be 100% renewable every month.

² Periodic payment(s) for Green Flex Program REC Energy Blocks must be submitted for the whole block(s) and no fractional block(s) payment(s) will be accepted. Participant to circle its preference.

³ Must match name on Participant's billing service account.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 204 YEATES ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102B-00-001.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

Code Enforcement Officer Sarah Perez presented 204 Yeates Street, Starkville, MS for consideration. Initial inspection of 204 Yeates St. with the parcel number 102B-00-001.00, was performed on Wednesday, December 27, 2023, and re-inspection on Thursday, February 8, 2024, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the exterior of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time. An administrative warrant was issued on Thursday, February 15, 2024, and executed on Thursday, February 15, 2024, at approximately 14:32 hrs. Photographs were taken of the outside of the structure.

Public Notices of the public hearing were posted on the front entrance window at City Hall on Tuesday, March 5, 2024. Notification letters of the public hearing were sent on Wednesday, March 6, 2024, to the property tax payer/owner CMC Investments LLC, P. O. Box 2564, Starkville, MS 39760.

Public Notice of the public hearing was hand delivered to the Secretary of CMC Investments LLC and posted on the subject property. A third inspection of the property was done on Wednesday, March 6, 2024, showing that some attempts to resolve the issues have been made. The final inspection was done by Officer Sarah Perez before submission of documents on Thursday, March 21, 2024 at approximately 10:27 hrs.

Mayor Spruill read a letter from Joe Couvillon of CMC Investments, LLC. She then opened the Public Hearing. There being no comments from the public, the Mayor closed the Public Hearing. A copy of the letter follows.

32. CONSIDERATION OF CONDITION OF BUILDING LOCATED AT 204 YEATES STREET.

Alderman Sistrunk offered a motion determining the building, located at 204 Yeates St., with the parcel number 102B-00-001.00, is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated and to give the owners until May 31, 2024 to accomplish demolition. Alderman Vaughn seconded the motion and the Board voted as follows:

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

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

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

Mississippi Secretary of State Business Services showing the registered agent as Mr. Paul J. Couvillion.

Business Services

Home Business Search

Business Search

Business Name Business ID

Search Criteria

Starting With All W

Business Name: CMC

Search Type: Search Date: Criteria:

Business Name

Business Name CMC INVESTMENT S

CMC Investments, LLC

1

CMC Investments, LLC

User Actions

View Filed Documents Opt-in or Opt-out of Email updates Print Business Details

Name History

Name	Name Type
CMC Investments, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	851898
Status:	Good Standing
Effective Date:	03/03/2004
State of Incorporation:	Mississippi
Principal Office Address:	710 MLK JR.DRIVE STARKVILLE, MS 39759

Registered Agent

Name	Couvillion, Paul J, Jr
710 MLK Drive;P O Box 2564 Starkville, MS 39760	

Officers & Directors

Name	Title
Paul Joseph Couvillion PO Box 2564 STARKVILLE, MS 39760	Manager
Carrie Couvillion 710 MLK JR. DRIVE P O BOX 2564 STARKVILLE, MS 39760	Member

1 - 2 of 2 items

204 Yeates St., Starkville, MS 39759 with the parcel number 102B-00-001.00, the Property Detail of Oktibbeha County, MS from Delta Computer Systems, Inc. shows the owner as CMC Investments LLC.

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 2/20/2024

Tax Year 2023
Records Last Updated 2/19/2024

PROPERTY DETAIL			
OWNER	CMC INVESTMENTS LLC	ACRES : **NA**	
	P O BOX 2564	LAND VALUE : 50000	
		IMPROVEMENTS : 44860	
	STARKVILLE MS 39760	TOTAL VALUE: 94860	
		ASSESSED : 14229	
PARCEL	102B-00-001.00		
ADDRESS	204 YEATES		
TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	784.30	0.00	788.22
CITY	455.33	0.00	457.61
SCHOOL	938.83	0.00	943.52
TOTAL	2178.46	0.00	2189.35 .50% Penalty
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	LOT 22 A CITY BLK 49 LESS 2' S
HOMESTEAD CODE	None		TRIP
TAX DISTRICT	1110		OFF THE NORTH SIDE
PPIN	015623		2004/8640
SECTION	03		MAP 102B DB/PG 582/568 2002/36
TOWNSHIP	18N		13
RANGE	14E		B 2004 P 8640 12/10/2004
Book 2004	Page 8640		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES			
Year	Sold To	Redeemed Date/By	
2022	MS TL LLC TESCO CUSTODIAN	NOT REDEEMED	
2021	FRAZIER ROCHELLE M	7/10/2023	CMC INVESTMENTS LLC
2020	OSBORNE HEATHER	6/27/2022	CMC INVESTMENTS LLC
2019	QUICKSILVER TAX FUNDING LLC	6/24/2022	CMC INVESTMENTS LLC
2018	DOWNTOWN RESTORATION	3/ 3/2021	CMC INVESTMENTS LLC
2017	BOAZ TAX SALE PROPERTIES LLC	8/19/2020	CMC INVESTMENTS LLC
2016	TILLATOBA LAND LLC	8/23/2019	CMC INVESTMENTS LLC

Back

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

204 Yeates St., Starkville, MS 39759 with the parcel number 102B-00-001.00, Property Deed pages 1-3 showing CMC Investments LLC as owner of the property and the Deed having been signed for by Mr. Paul J. Couvillion.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

2004 8640
Recorded in the Above
Deed Book & Page
12-14-2004 09:48:15 AM
Monica W. Banks
Oktibbeha County, MS

WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, DECKS UNLIMITED OF MISSISSIPPI, LLC, a Mississippi limited liability company, Grantor, does hereby convey, release, and warrant unto CMC INVESTMENTS, LLC, a Mississippi limited liability company, Grantee, the following described property situated in the County of Oktibbeha, State of Mississippi, and being more particularly described as follows, to-wit:

TRACT ONE:

Lot 22, of Block 49, of the City of Starkville, Mississippi, according to the A. L. Goodman Official Map, 1951 Edition, on file and of record in the office of the Chancery Clerk of Oktibbeha County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

TRACT TWO:

Lot 22-A and 21-C, of Block 49, of the City of Starkville, Mississippi, according to the A. L. Goodman Official Map, 1951 Edition, on file and of record in the office of the Chancery Clerk of Oktibbeha County, Mississippi, reference to which for further description is here made, and being the same property mentioned in a conveyance from George E. Cox, Jr., et al, recorded in Book 452, Pages 380-381, in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

LESS AND EXCEPT:

A 2 foot strip of land running East and West along the entire North boundary of Lot 22-A, of Block 49, of the City of Starkville, Mississippi, according to the A. L. Goodman Official Map, 1951 Edition, on file and of record in the office of the Chancery Clerk of Oktibbeha County, Mississippi, reference to which for further description is here made.

The above described property is conveyed subject to all prior mineral reservations, if any, and also subject to easements for public utilities and rights of way for public roadways,

whether the same appear of record or not, if any.

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.

Grantors warrant that the property herein conveyed constitutes no part of their homestead.

WITNESS SIGNATURE this the 10 day of December, 2004.

DECKS UNLIMITED OF MISSISSIPPI, LLC

BY: [Signature]
David E. McReynolds, Jr.
Manager/Member

AND

DECKS UNLIMITED OF MISSISSIPPI, LLC

BY: [Signature]
Paul J. Couvillion
Manager/Member

Grantee's Address:

113 West Lampkin Street
Starkville, MS 39759
(662) 320-9930

Grantor's Address:

113 West Lampkin Street
Starkville, MS 39759
(662) 320-9930

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

2004 8642
Recorded in the Above
Deed Book & Page
12-14-2004 09:48:15 AM
Monica W. Barnes

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named DAVID E. McREYNOLDS, JR., who acknowledged that he is Manager and Member of DECKS UNLIMITED OF MISSISSIPPI, LLC, and that for and on behalf of said limited liability company and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, having been first duly authorized so to do.

Given under my hand and official seal this the 10 day of Dec, 2004.

[Signature]
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named PAUL J. COUVILLION, who acknowledged that he is Manager and Member of DECKS UNLIMITED OF MISSISSIPPI, LLC, and that for and on behalf of said limited liability company and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, having been first duly authorized so to do.

Given under my hand and official seal this the 10 day of Dec, 2004.

[Signature]
NOTARY PUBLIC

My Commission Expires:

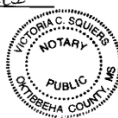
This document prepared by:

Moore Law Office
108 S. Lafayette
Post Office Box 924
Starkville, MS 39759
(662) 323-7740
MS Bar #3450

Indexing Instructions:

TRACT ONE: Lot 22 of Block 49, City of Starkville, Oktibbeha County, Mississippi

TRACT TWO: Lot 22-A and 21-C, Block 49, City of Starkville, Oktibbeha County, Mississippi;
LESS AND EXCEPT: A 2 foot strip of land running East and West along the entire North boundary of Lot 22-A of Block 49, City of Starkville, Oktibbeha County, Mississippi



Oktibbeha County, MS
I certify this instrument was filed on
12-14-2004 09:48:15 AM
and recorded in Deed Book
2004 at pages 8640 - 8642
Monica W. Barnes

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on Wednesday, December 27, 2023, at approximately 11:39 hrs.

(CALL CARD)

(NORTH SIDE OF PROPERTY)

Call # 23-043689
Date/Time 12/27/2023 11:39:08
Type CODE ENFORCEMENT
How Rcvd OFFICE R INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
204 YEATES ST

Officer Information	Dispatched	Arrived	Cleared	De-Assign	Case Number
Badge - Name PEREZ, S	11:39:08	11:39:08	11:50:07		

Notes

12/27/2023 11:42:03 AM PEREZ, S	CASE #23-000602
12/27/2023 11:42:42 AM PEREZ, S	PHOTOS TAKEN FROM THE PUBLIC SIDE WALK AND
12/27/2023 11:49:56 AM PEREZ, S	RIGHT OF WAY
	LETTER WILLBE SENT TO PROPERTY OWNER



(EAST SIDE OF PROPERTY)





(SOUTH SIDE OF PROPERTY)



FIRST NOTICE OF VIOLATION

Investments Lic Cmc
PO Box P O Box 2564
Starkville, MS 39760Case No. 24-000078
Issued: February 08, 2024

VIOLATION LOCATION

204 Yeates,
Starkville, MS 39759

LEGAL DESCRIPTION

Lot 22 A City Blk 49 Less 2' Strip Off The North Side

An inspection of the above referenced property was made on February 07, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than February 21, 2024.

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

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

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Investments Lic Cmc

Violations Listing

Dilapidated Structures (MCA Section 21-15-11)

Reported By: Sarah Perez on Feb 07, 2024 at 11:05 AM

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

CORRECTION	DESCRIPTION
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MYGOV.US 24-000078, 02/08/2024 at 3:15 PM

Page 1/4

MYGOV.US 24-000078, 02/08/2024 at 3:15 PM

Page 2/4

MYGOV.US City of Starkville, MS

Phone: (662) 323-4847

MYGOV.US City of Starkville, MS

Phone: (662) 323-4847

STARKVILLE
MISSISSIPPI

Dangerous structure or Premises

(REQUIRED)

- Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.
- The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
- Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
- Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
- The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
- The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
- The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
- A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.
- Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.



MYGOV.US 24-000078, 02/08/2024 at 3:15 PM

Page 3/4

MYGOV.US 24-000078, 02/08/2024 at 3:15 PM

Page 4/4

The photographs below were taken from the public view at the city street by Officer Sarah Perez at the second inspection on Thursday, February 8, 2024, at approximately 10:44 hrs. The

photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call #	24-004326	Dispatcher	PEREZ, S		
Date/Time	02/08/2024 10:44:53	Disposition	REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	204 YEATES				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:44:53	10:44:53	10:53:28		
Notes					
2/8/2024 10:52:50 AM	PEREZ, S				CASE #24-000078
2/8/2024 10:53:21 AM	PEREZ, S				PHOTOS TAKEN FROM PUBLIC ROAD WAY AND SIDE WALK

(NORTH SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



An Administrative Inspection Warrant was issued on Thursday, February 15, 2024.

ADMINISTRATIVE INSPECTION WARRANT

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

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

The entire house including any locked or secured rooms or compartments at 204 Yeates St., Starkville, Oktibbeha County, Mississippi and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

CMC INVESTMENTS LLC

3. That said things particularly described as follows:

Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

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

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

Witness my hand on this the 15 day of February 2024.

Brian Kelley

Municipal Court Judge

Via Facetime

Sgt Scotty Carrithers
510

The Administrative Inspection Warrant was executed on Thursday, February 15, 2024, at approximately 14:32 hrs. Photographs were taken of the outside of the structure. A copy of the

warrant was left with Pam Powe of CMC Investments LLC, who was on site at the time of the inspection

(CALL CARD

(NORTH SIDE OF PROPERTY)

Call # 24-005195
Date/Time 02/15/2024 14:32:25
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone 2

Location Address

204 YEATES ST
STARKVILLE, MS

Officer Information

Badge - Name
PEREZ, S

Dispatched	Arrived	Cleared	De-Assign	Case Number
14:32:25	14:32:25	15:07:36		

Notes

2/15/2024 2:56:52 PM	PEREZ, S	CASE #24-000078
2/15/2024 2:57:21 PM	PEREZ, S	ADMINISTRATIVE INSPECTION WARRANT SERVED
2/15/2024 3:06:47 PM	PEREZ, S	MRS PAM POWE ARRIVED ON THE PROPERTY AND I GAVE THE COPY OF THE WARRANT TO MRS POWE WHO IS THE SECRETARY FOR COUVILLION PROPERTIES AND CMC INVESTMENTS LLC
2/15/2024 3:07:25 PM	PEREZ, S	PHOTOS TAKEN OF ALL 4 SIDE OF THE STRUCTURE AND THE PROPERTY





(WEST SIDE OF PROPERTY)





(SOUTH SIDE OF PROPERTY)



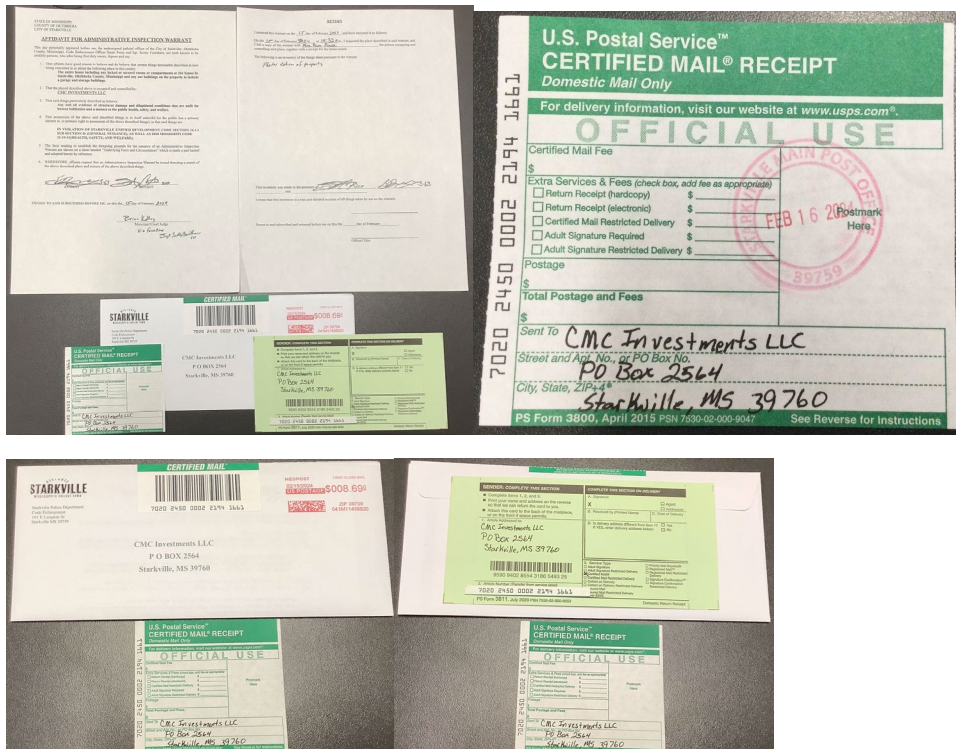
(EAST SIDE OF PROPERTY)





Certified letter of notice of violation and a copy of the warrant were sent to the property owner on Friday, February 16, 2024.

(ADMINISTRATIVE INSPECTION WARRANT)



Photographs below were taken by Officer Sarah Perez on Tuesday, March 5, 2024, public hearing notices were mailed to the property owner via certified mail and posted in the front window at City Hall. Also posted on the property on Wednesday, March 6 2024.

(PDF OF THE PUBLIC HEARING NOTICE)

CMC Investments LLC
P O BOX 2564
Starkville, MS 39760

NOTICE

PARCEL NUMBER: 102B-00-001.00

204 Yeates. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **April 2, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

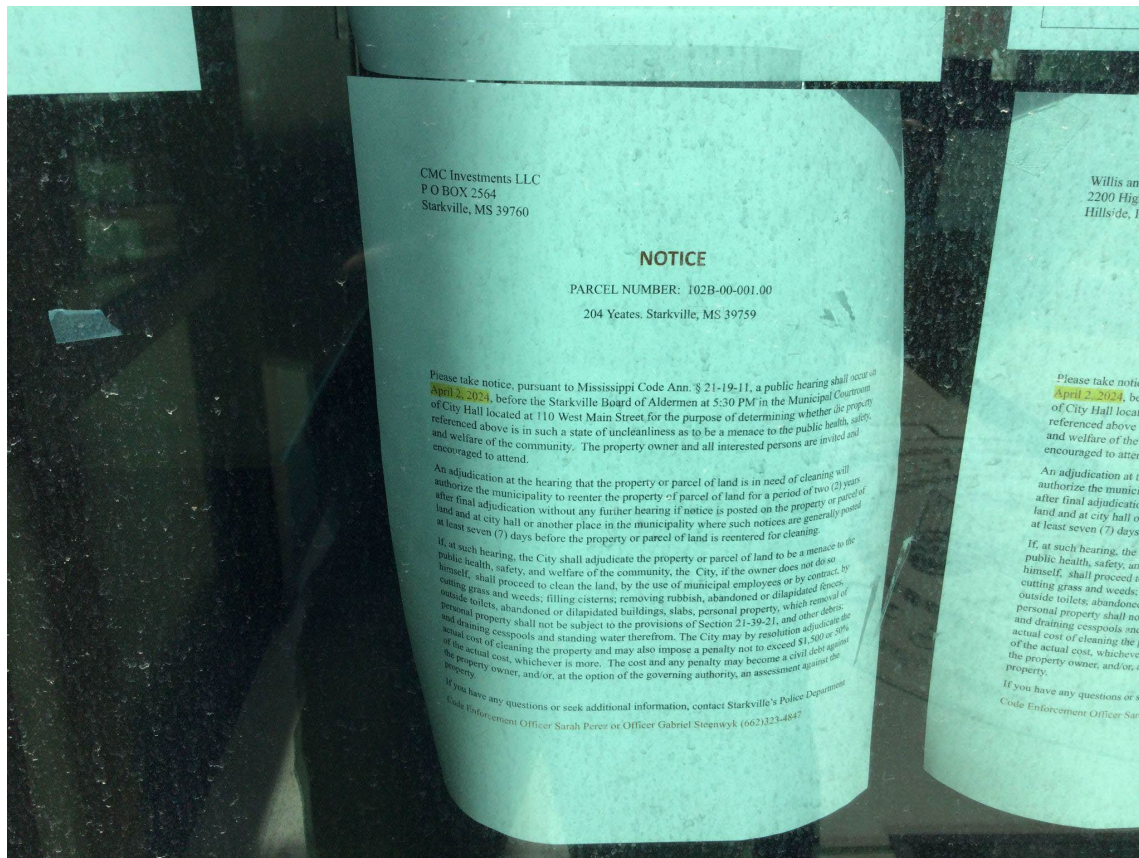
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

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

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

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

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



(CALL CARD)

Call # 24-007769
Date/Time 03/06/2024 11:05:50
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition NO ACTION
Zone

Location Address
204 YEATES ST

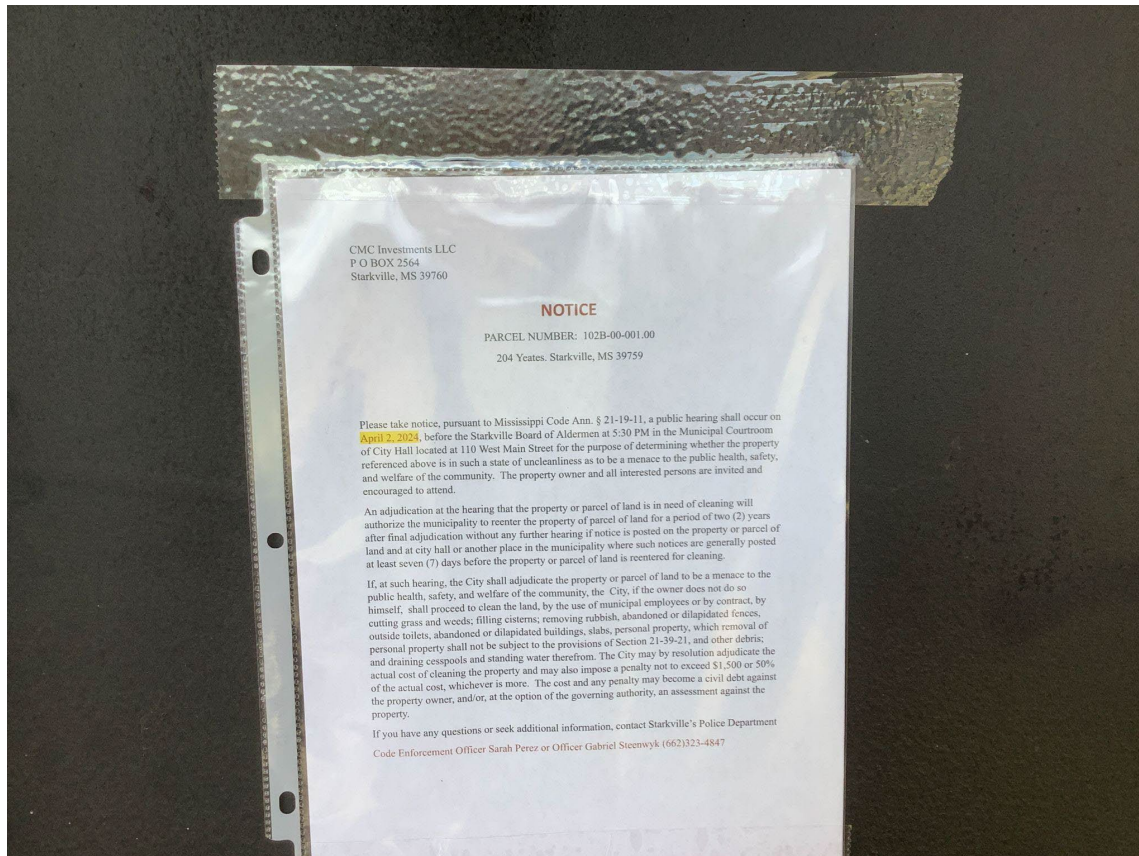
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:05:50	11:05:50	11:13:31		
STEENWYK, G	11:06:16	11:06:27	11:14:11		

Notes

3/6/2024 11:12:42 AM	PEREZ, S	NOTICE OF FIRST PUBLIC HEARING POSTED
3/6/2024 11:13:20 AM	PEREZ, S	PHOTOS TAKEN SHOWING SOME PROGRESS HAVING BEEN MADE

(POSTED ON THE STRUCTURE)





The photographs below were taken by Officer Sarah Perez at the third inspection on Wednesday, March 6, 2024. Showing some changes having been made to change the appearance of the property.

(NORTH SIDE OF THE STRUCTURE)





(SOUTH SIDE OF THE STRUCTURE)



(EAST SIDE OF THE STRUCTURE)



Photographs below were taken by Officer Sarah Perez one week before submission of documents on Thursday, March 21, 2024 at approximately 10:27 hrs.

(CALL CARD)

Call # 24-009613
Date/Time 03/21/2024 10:27:09
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone 2

Location Address

204 YEATES ST
STARKVILLE, MS

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:27:09	10:27:09	10:43:46		

Notes

3/21/2024 10:42:13 AM PEREZ, S

CASE #24-000078 MET WITH PAM THE SECRETARY
FROM CMC INVESTMENTS LLC

3/21/2024 10:43:34 AM PEREZ, S

WE WALKED THE PROPERTY AND TOOK PHOTOS OF
THE STRUCTURE AND DISCUSSED THE PROSEDURES
FOR THE PUBLIC HEARING

(PHOTOGRAPHS OF PROPERTY)















PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 205 WARE ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118O-00-180.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

City Code Enforcement Officer Sarah Perez presented the property for consideration. Initial inspection of 205 Ware St., Starkville, MS 39759, with the parcel number 118O-00-180.00, was performed by Code Enforcement Officer Sarah Perez on Wednesday, December 27, 2023, and re-inspection on Thursday, February 8, 2024, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the exterior of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time. An administrative warrant was issued on Thursday, February 15, 2024, and executed on Thursday, February 15, 2024, at approximately 15:34 hrs. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors. Public Notices of the public hearing were posted on the front entrance window at City Hall on Tuesday, March 5, 2024. Notification letters of the public hearing were sent on Wednesday, March 6, 2024, to the property tax payer/owner Willis and Betty Cannady, 2200 Highridge Parkway, Hillside, IL 60162. Officer Perez stated she had spoken to the daughter of the owners, Darlene Moore, who resides in Chicago, and had no objection to the demolition of the structure.

Public Notices of the public hearing were posted on the subject property. A third inspection of the property was done on Wednesday, March 6, 2024, showing that no attempts to resolve the issues have been made. The final inspection was done by Officer Sarah Perez before submission of documents on Friday, March 22, 2024 at approximately 08:38 hrs.

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

33. CONSIDERATION OF THE CONDITION OF 205 WARE ST., STARKVILLE, MS 39759

Alderman Vaughn offered a motion determining the building, located at 205 Ware St., Starkville, MS 39759, with the parcel number 118O-00-180.00, is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated. Alderman Rupp offered a second and the Board voted as follows:

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

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

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

Oktober County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 2/ 7/2024

Tax Year 2023

Records Last Updated 2/ 6/2024

PROPERTY DETAIL		
OWNER	CANNADY WILLIS AND BETTY	ACRES : **NA**
	2200 HIGHRIDGE PARKWAY	LAND VALUE : 5000
		IMPROVEMENTS : 4050
	HILLSIDE IL 60162	TOTAL VALUE: 9050
		ASSESSED : 1358

PARCEL 118O-00-180.00

ADDRESS **NA**

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	74.85	74.85	0.00
CITY	43.46	43.46	0.00
SCHOOL	89.60	89.60	0.00
TOTAL	207.91	207.91	0.00

LAST PAYMENT DATE 12 / 6 / 2023

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	LOT 29 CITY BLOCK 7
HOMESTEAD CODE	None	MAP 118O DB/PG
TAX DISTRICT	5110	
PPIN	001854	
SECTION	34	
TOWNSHIP	19N	
RANGE	14E	

Book Page

[PURCHASE COUNTY TAX SALE FILES](#)

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

[Back](#)

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on Wednesday, December 27, 2023, at approximately 11:57 hrs.

(CALL CARD)

Call # 23-043690
Date/Time 12/27/2023 11:57:55
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
205 WARE ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:57:55	11:57:55	12:02:58		

Notes

12/27/2023 11:58:02 AM	PEREZ, S	CASE #
12/27/2023 11:58:22 AM	PEREZ, S	CASE #23-000621
12/27/2023 11:58:43 AM	PEREZ, S	PHOTOS TAKEN FROM THE CITY STREET

(NORTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



Violation Notice issued pages 1-4, Thursday, February 8, 2024.



Violations Listing

Dilapidated Structures [MCA Section 21-19-11]
Reported By: Sarah Perez on Feb 07, 2024 at 11:25 AM
Property or parcel of land determined to be menace to public health, safety and welfare.

CORRECTION	DESCRIPTION
------------	-------------

FIRST NOTICE OF VIOLATION

Willis And Betty Cannady
2200 Highridge Parkway
Hillside, IL 60162

Case No. 24-000079
Issued: February 08, 2024

VIOLATION LOCATION
205 WARE St
Starkville, MS 39759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on February 07, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than February 21, 2024.

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

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

Issued By:

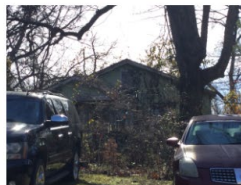
Sarah Perez, Code Enforcement Officer

RECIPIENTS: Willis And Betty Cannady



Dangerous structure or Premises
(REQUIRED)

- Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.
- The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
- Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
- Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
- The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
- The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
- The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
- A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.
- Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.



The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on Thursday, February 8, 2024, at approximately 10:33 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call # 24-004323
Date/Time 02/08/2024 10:33:28
Type CODE ENFORCEMENT
How Recvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
205 WARE ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
--------------	------------	---------	---------	-----------	-------------

PEREZ, S

10:33:28

10:33:28

10:43:53

Notes

2/8/2024 10:33:58 AM	PEREZ, S	CASE #24-000079
2/8/2024 10:43:03 AM	PEREZ, S	PHOTOS TAKEN FROM THE ROAD

(NORTH SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



An Administrative Inspection Warrant was issued on Thursday, February 15, 2024.

ADMINISTRATIVE INSPECTION WARRANT

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

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

The entire house including any locked or secured rooms or compartments at 205 Ware St., Starkville, Oktibbeha County, Mississippi, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

Willis and Betty Cannady

3. That said things particularly described as follows:

Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

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

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

Witness my hand on this the 15 day of February 2024

Brian Kelley

Municipal Court Judge

Via Facetime

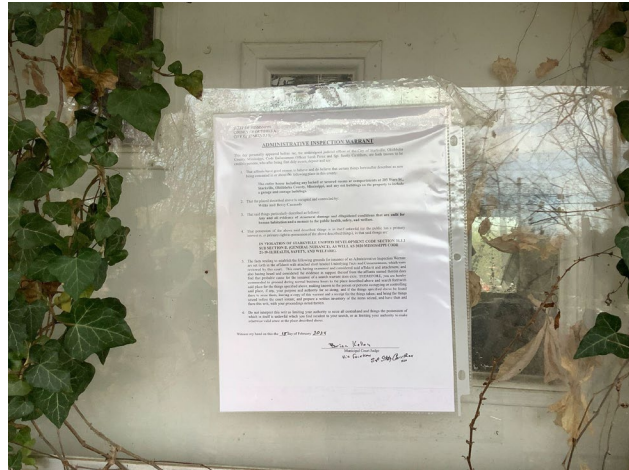
Sgt Scotty Carrithers
510

The Administrative Inspection Warrant was executed on Thursday, February 15, 2024, at approximately 15:34 hrs. Photographs were taken of the outside of the structure as well as some

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

(CALL CARD)

Call #	24-005202				
Date/Time	02/15/2024 15:34:26				
Type	CODE ENFORCEMENT				
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	205 WARE ST STARKVILLE, MS 39759				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:34:26	15:34:26	16:00:54		
STEENWYK, G	15:36:17	15:36:20	16:00:54		
Notes					
2/15/2024 3:38:39 PM	MCCRAY, V	LETS Vehicle Registration Query submitted.			
2/15/2024 3:38:52 PM	REYES, S	LETS Vehicle Registration Query submitted.			
2/15/2024 3:39:12 PM	REYES, S	LETS Vehicle Registration Query submitted.			
2/15/2024 3:39:13 PM	MCCRAY, V	RR M SLIC0000 MS0530102, *MR3016690. **** RECORDS MAINTAINED BY MS TAX COMMISSION **** LICATD4101 LIT/PC EXP/10-2023 ISSUE D/11012022 TAG STATUS0-Expired VIN1GNFC36079R181205 2009 CHEV SUBU UV BLACK			
2/15/2024 3:53:30 PM	PEREZ, S	PUR-DTE/10102020 TLE-DTE/0 ADMINISTRATIVE INSPECTION WARRANT SERVED			
2/15/2024 3:53:52 PM	PEREZ, S	PHOTOS TAKEN OF THE STRUCTURE AND PROPERTY			
2/15/2024 3:54:24 PM	PEREZ, S	A COPY OF THE WARRANT WAS LEFT TAPED TO THE FRONT DOOR			
2/15/2024 3:59:31 PM	PEREZ, S	CASE #24-000079			



(NORTH SIDE OF PROPERTY)







(WEST SIDE OF PROPERTY)





(SOUTH SIDE OF PROPERTY)



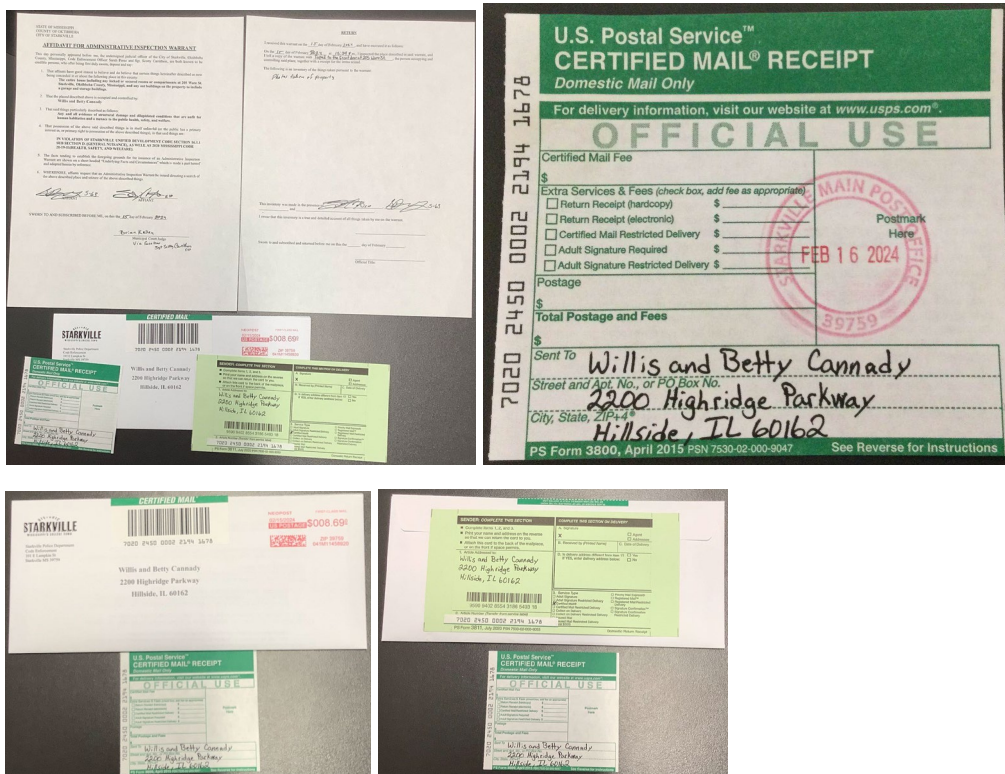
(EAST SIDE OF PROPERTY)





Certified letter of notice of violation and a copy of the warrant were sent to the property owner on Friday, February 16, 2024.

(ADMINISTRATIVE INSPECTION WARRANT)



Photographs below were taken by Officer Sarah Perez on Tuesday, March 5, 2024, public hearing notices were mailed to the property owner via certified mail and posted in the front window at City Hall. Also posted on the property on Wednesday, March 6, 2024.

(PDF OF THE PUBLIC HEARING NOTICE)

Willis and Betty Cannady
2200 Highridge Parkway
Hillside, IL 60162

NOTICE

PARCEL NUMBER: 118O-00-180.00

205 Ware St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **April 2, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

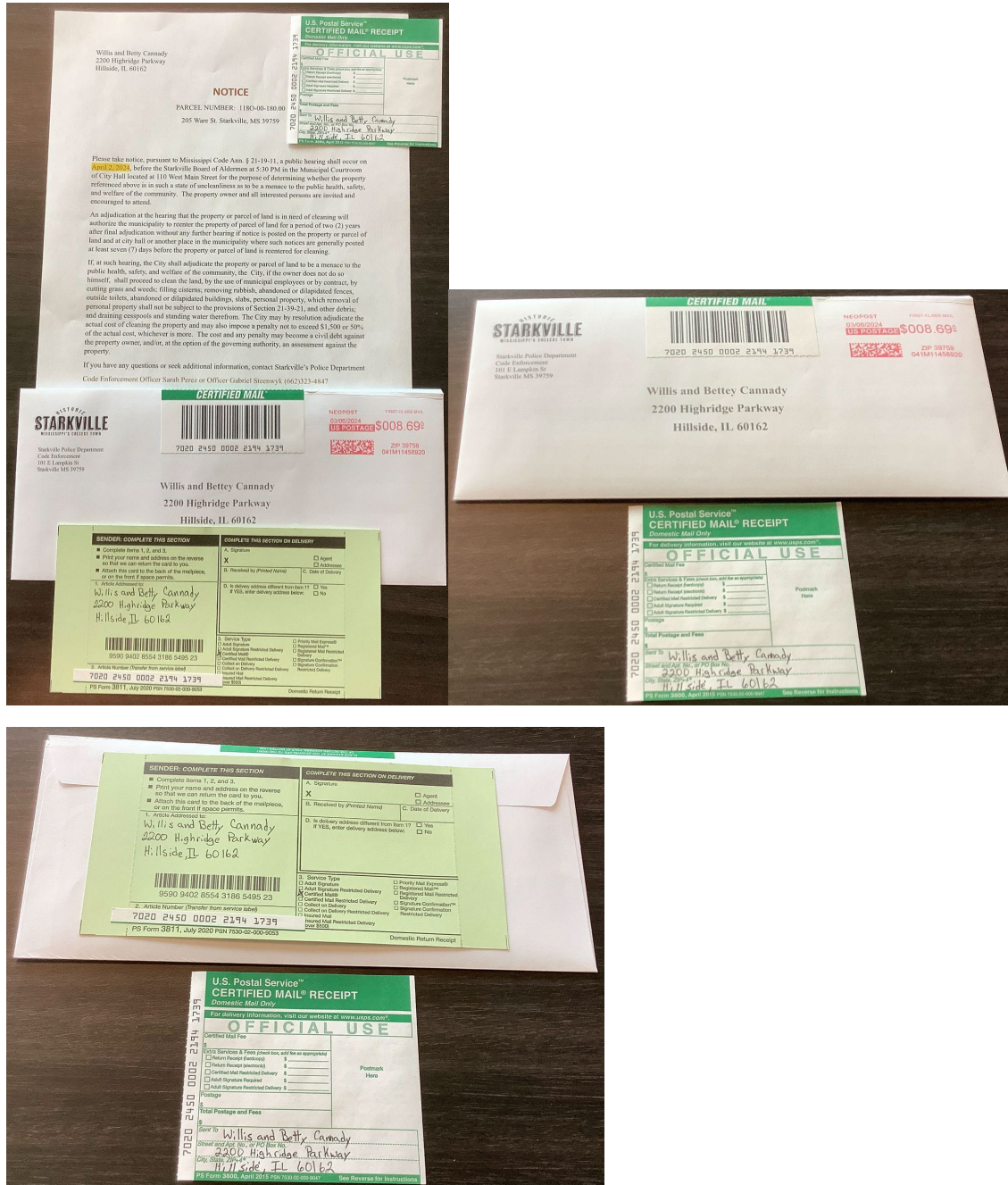
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and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

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

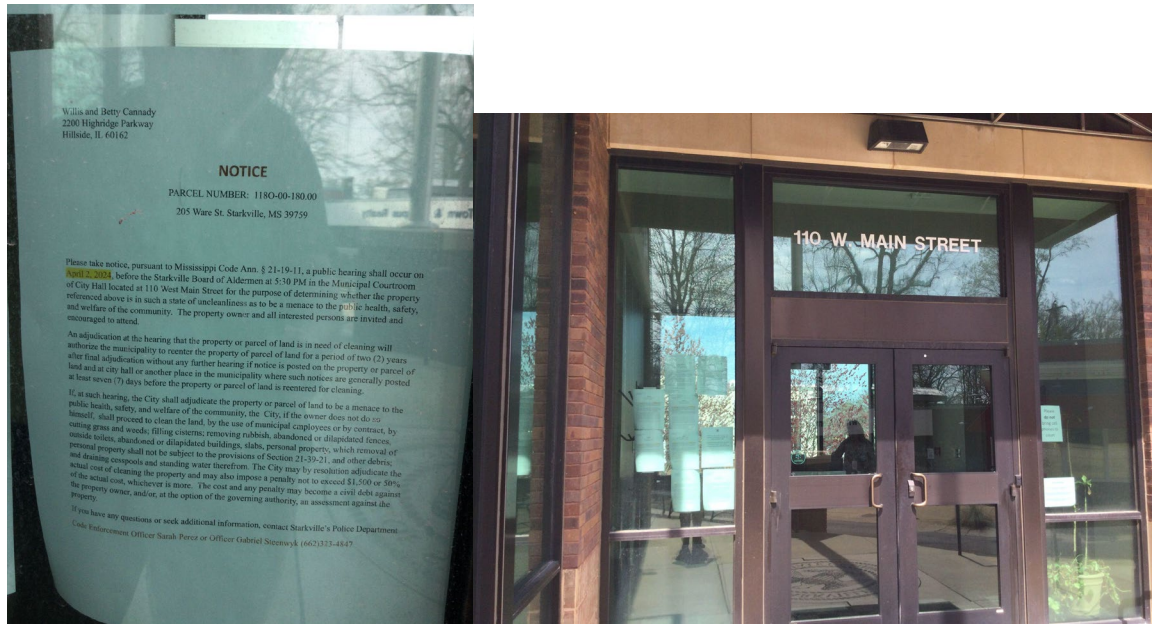
Code Enforcement Officer Sarah Perez or Officer Gabriel Steenwyk (662)323-4847

Public Hearing notice mailed to the property owner on Thursday, March 7, 2024

(PHOTOS OF CERTIFIED MAIL SENT)



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



(CALL CARD)

Call # 24-007767
Date/Time 03/06/2024 10:56:11
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition NO ACTION
Zone

Location Address

205 WARE ST

Officer Information

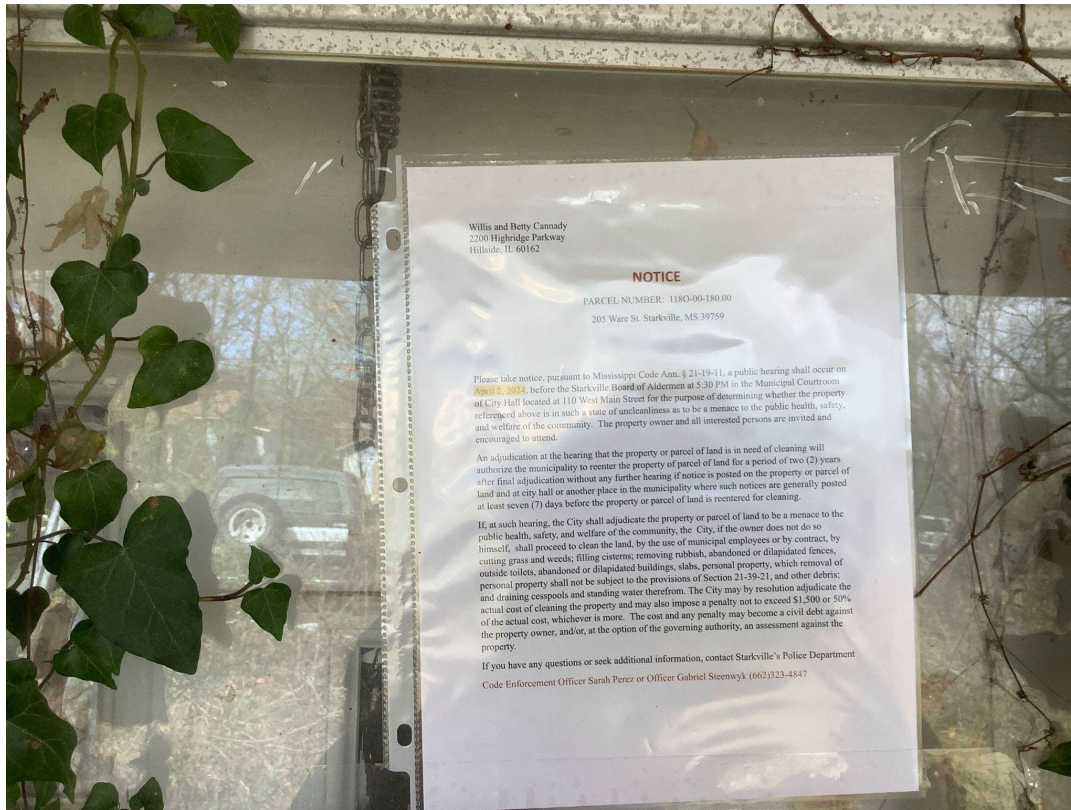
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:56:11	10:56:11	11:03:50		
STEENWYK, G	10:56:31	10:56:41	11:04:13		

Notes

3/6/2024 11:02:54 AM PEREZ, S

NOTICE OF SECOND PUBLIC HEARING POSTED

(POSTED ON THE STRUCTURE)



The photographs below were taken by Officer Sarah Perez at the third inspection on Wednesday, March 6, 2024. Showing no apparent change having been made to change the appearance of the property.

(NORTH SIDE OF THE STRUCTURE)









Photographs below were taken by Officer Sarah Perez one week before submission of documents on Friday, March 22, 2024 at approximately 08:38 hrs.

(CALL CARD)

Call # 24-009731
Date/Time 03/22/2024 08:38:37
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

105 WARE ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	08:38:37	08:38:37	08:40:49		

Notes

3/22/2024 8:40:04 AM	PEREZ, S	CASE #24-0000079
3/22/2024 8:40:40 AM	PEREZ, S	PHOTOS TAKEN FROM THE ROAD SHOWING NO CHANGE IN THE APPERANCE OF THE PROPERTY

(PHOTOGRAPHS OF PROPERTY)





34. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE MISSISSIPPI STATE UNIVERSITY STUDENT ASSOCIATION TO HOLD THE 2024 BULLDOG BASH ON OCTOBER 4, 2024, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, to approve a Special Event request by the Mississippi State University Student Association to hold the 2024 Bulldog Bash on October 4, 2024, and have City participation with in-kind services, with two conditions as stated below, 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.

Conditions of Approval:

1. Proof of Insurance, as required in Section 2 of the Special Events Policy, shall be provided no later than September 9, 2024, by 5 pm for review by the City Attorney.
2. The City shall be reimbursed 50% of the documented cost of services provided by each department after the event.

35. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE \$12,555,000.00 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2024 (PARKS AND RECREATION IMPROVEMENTS PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI; AND FOR RELATED PURPOSES.

Alderman Sistrunk discussed the proposed uses of the park bond funds, then offered a motion to approve the Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, acknowledging and approving the sale and award of the \$12,555,000.00 General Obligation Public Improvement Bonds, Series 2024 (Parks and Recreation Improvements Project), of the City of Starkville, Mississippi; and for related purposes. The motion was duly seconded by Alderman Brooks and 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.

The Resolution follows this page.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE \$12,555,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2024 (PARKS AND RECREATION IMPROVEMENTS PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI; AND FOR RELATED PURPOSES.

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

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

“Act” shall mean, together, the Authority Act and the Municipal Improvements Act.

“Authority Act” shall mean, together, House Bill 1547, as approved by the Legislature of the State of Mississippi (the “Legislature” of the “State”) in its Regular Session 2022 and signed by the Governor (the “Governor”) of the State on March 23, 2022, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019.

“Bond” or “Bonds” shall mean the \$12,555,000 General Obligation Public Improvement Bonds, Series 2024 (Parks and Recreation Improvements Project), of the Municipality, authorized to be issued in the maximum principal amount of \$15,000,000, and directed to be issued in the Bond Resolution.

“Bond Resolution” shall mean the resolution of the Governing Body authorizing and directing the issuance of the Bonds, adopted April 4, 2023.

“City Clerk” shall mean the City Clerk of the Municipality.

“Mayor” shall mean the Mayor of the Municipality.

“Municipal Improvements Act” shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended.

“Paying Agent” shall mean U. S. Bank Trust Company, National Association, which shall serve as paying agent, transfer agent, and registrar for the Bonds.

“Underwriter” shall mean Loop Capital Markets, New York, New York, the successful bidder for the Bonds.

All capitalized terms not otherwise defined herein will have the meaning set forth in the Bond Resolution.

2. The Governing Body on April 4, 2023, did adopt a resolution directing that the Bonds be offered for sale on sealed bids.

3. As directed by the Bond Resolution and as required by Section 31-19-25, Mississippi Code of 1972, as amended, the Notice of Bond Sale (the "Notice") was duly published in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the Notice having been published in the newspaper at least 2 times, the publication having been made in the newspaper on March 19, 2024, and March 26, 2024, and the first publication having been made at least 10 days preceding Tuesday, April 2, 2024, all as shown by the proof of publication of the Notice attached hereto as **Attachment A**.

4. The City Clerk, acting on behalf of the Governing Body, did appear at City Hall in the Municipality at 11:00 am on Tuesday, April 2, 2024, to receive bids.

5. At the time and place, five bids for the Bonds, attached hereto as **Attachment B**, were received, examined, and should be considered by the Governing Body, the bids having heretofore been presented by and being on file with the City Clerk.

6. The Governing Body finds and determines that the lowest and best bid made for the Bonds on the basis of the lowest true interest cost over the life of the Bonds was made by the Underwriter, and further finds that the bid was accompanied by a wire transfer or a cashier's check, certified check, or exchange, payable to the Governing Body in the amount of \$260,000, and issued or certified by a bank, as a guaranty that the bidder would carry out its contract and purchase the Bonds if its bid be accepted.

7. The Governing Body further authorizes the City Clerk to endorse upon a copy or duplicate of the highest and best offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

8. Pursuant to the Notice, the Governing Body may designate a paying agent for the Bonds.

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

SECTION 1. Notice of Bond Sale. The terms and provisions of the Notice are hereby made a part of this resolution as though set forth in full herein.

SECTION 2. Award of Bonds. The award of the sale of the Bonds to the Underwriter in accordance with the offer submitted to the Municipality and attached hereto as **Attachment C** is hereby acknowledged, confirmed, and approved.

SECTION 3. Notation of Acceptance. The City Clerk is authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

SECTION 4. Good Faith Deposits. The return of the good faith deposits deposited by all unsuccessful bidders upon their respective receipts is approved, and the good faith deposit deposited by the Underwriter shall be retained by the Municipality as a guaranty that the Underwriter will carry out its contract and purchase the Bonds. If the Underwriter fails to purchase the Bonds pursuant to its bid and contract, the amount of such good faith deposit shall be retained by the Municipality as liquidated damages for such failure.

SECTION 5. Bond Details. The Bonds will be registered as to both principal and interest; will be dated and bear interest, calculated on the 30/360 basis, from April 23, 2024; will be issued on April 23, 2024; shall be delivered in definitive form as registered bonds; will be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one upward in the order of issuance; will be payable, both as to principal and interest, in lawful money of the United States of America to the Paying Agent; will bear interest, calculated on the 30/360 basis, from the date thereof, payable on August 1, 2024, and semiannually thereafter on February 1 and August 1 of each year; and shall mature serially and become due and payable, with option of prior payment as heretofore provided in the Notice, on February 1 in the years and principal amounts and at the rates as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2025	\$375,000	5.00%
2026	\$395,000	5.00%
2027	\$415,000	5.00%
2028	\$440,000	5.00%
2029	\$460,000	5.00%
2030	\$485,000	5.00%
2031	\$510,000	5.00%
2032	\$535,000	5.00%
2033	\$565,000	5.00%
2034	\$590,000	5.00%
2035	\$620,000	5.00%
2036	\$655,000	5.00%
2037	\$690,000	5.00%
2038	\$725,000	5.00%
2039	\$760,000	5.00%
2040	\$795,000	4.00%
2041	\$830,000	5.00%
2042	\$870,000	4.00%
2043	\$905,000	4.00%
2044	\$935,000	4.00%

SECTION 6. Paying Agent. The Governing Body hereby approves the Paying Agent. The Mayor and the City Clerk are hereby authorized to execute any required documentation necessary for such purpose.

SECTION 7. Repealer. All orders, resolutions, or proceedings of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict.

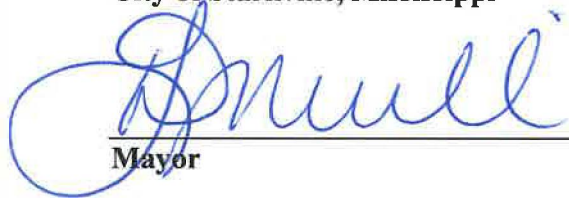
SECTION 8. Effective Date. For cause, this resolution shall become effective immediately upon the adoption thereof.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, April 2, 2024.

City of Starkville, Mississippi



Mayor

ATTEST:



City Clerk



Attachment A

Proof of Publication

Starkville Daily News

March 19, 2024, and March 26, 2024

AFFP

NOTICE OF BOND SALE \$13,000,

Affidavit of Publication

STATE OF MISSISSIPPI }
COUNTY OF OKTIBBEHA } SS

Ashley Doss, being duly sworn, says:

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

March 19, 2024, March 26, 2024

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

SIGNED:

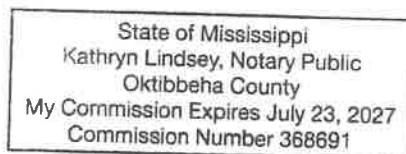
Ashley Doss
Classified Clerk

Subscribed to and sworn to me this 26th day of March 2024.

Kathryn Lindsey
Kathryn Lindsey, Notary Public, Oktibbeha County,
Mississippi
My commission expires: July 23, 2027

00001631 00103838

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



NOTICE OF BOND SALE

\$13,000,000
GENERAL OBLIGATION
PUBLIC IMPROVEMENT BONDS, SERIES 2024
(PARKS AND RECREATION
IMPROVEMENTS PROJECT)
CITY OF STARKVILLE,
MISSISSIPPI

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive bids, which may be in electronic form, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of \$13,000,000 General Obligation Public Improvement Bonds, Series 2024 (Parks and Recreation Improvements Project), of the Municipality (the "Bonds") on Tuesday, April 2, 2024, until the hour of 11:00 a.m., C.D.T.

The City Clerk of the Municipality (the "City Clerk") will act on behalf of the Governing Body to receive bids at the aforesaid date, time, and place. Immediately following 11:00 a.m., C.D.T., on Tuesday, April 2, 2024, the bids will be publicly opened and read, for consideration by the Governing Body at their regular meeting at 5:30 p.m. C.D.T. on Tuesday, April 2, 2024. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

THE BONDS: The Bonds will be registered as to both principal and interest; will be dated and bear interest, calculated on the 30/360 basis, from April 23, 2024; will be issued on April 23, 2024; will be delivered in definitive form as registered bonds; will be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from 1 upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest, calculated on the 30/360 basis, from the date thereof, payable on August 1, 2024, and semiannually thereafter on February 1 and August 1 of each year, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale (this "Notice").

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

Year	Principal
2025	\$395,000
2026	\$415,000
2027	\$435,000
2028	\$455,000
2029	\$480,000
2030	\$505,000
2031	\$530,000
2032	\$555,000
2033	\$585,000
2034	\$615,000
2035	\$650,000
2036	\$680,000
2037	\$715,000
2038	\$755,000
2039	\$785,000
2040	\$820,000
2041	\$855,000
2042	\$885,000
2043	\$925,000
2044	\$960,000

REDEMPTION: Bonds maturing after February 1, 2034, are subject to redemption

prior to their respective maturities at the election of the Municipality on and after February 1, 2034, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent (as defined herein).

REVISED MATURITY SCHEDULE AND/OR BID PARAMETERS: The aggregate principal amount of each series of the Bonds (the "Preliminary Aggregate Principal Amount") and the annual principal amounts of each series of the Bonds (the "Preliminary Annual Principal Amounts" and collectively, with reference to the Preliminary Aggregate Principal Amounts, the "Preliminary Amounts") set forth in this Notice may be revised before the viewing of bids for the purchase of the Bonds, as may the bid parameters set forth herein. Any such revisions (in case of revised principal amounts, the "Revised Aggregate Principal Amount", the "Revised Annual Principal Amounts" and the "Revised Amounts") WILL BE GIVEN BY NOTIFICATION PUBLISHED ON www.I-dealProspectus.com NOT LATER THAN 4:00 P.M., C.D.T. ON THE DAY PRECEDING THE RECEIPT OF BIDS. In the event that no such revisions are made, the Preliminary Amounts will constitute the Revised Amounts and will remain as stated in this Notice, and the bid parameters shall remain as set for the herein. BIDDERS SHALL SUBMIT BIDS BASED ON THE REVISED AMOUNTS AND BID PARAMETERS, IF ANY. Prospective bidders may request notification of any revisions in the Preliminary Amounts and bid parameters by so advising and emailing Stephens Inc., Ridgeland, Mississippi, the Municipality's "independent registered municipal advisor" (the "Municipal Advisor"), at max.neely@stephens.com by 12:00 p.m. C.D.T., at least one day prior to the date for receipt of the bids.

CHANGES TO MATURITY SCHEDULE: The Municipality intends, but is not obligated, to adjust the Revised Aggregate Principal Amount of each series of Bonds and the Revised Annual Principal Amount of each series of Bonds in such manner as to produce approximately level debt service in years 2025 to 2044. The Municipality reserves the right to change the Revised Aggregate Principal Amount of each series of Bonds and the Revised Annual Principal Amounts of each series of Bonds after determination of the winning bidder(s), by increasing or decreasing such Revised Aggregate Principal Amounts and such Revised Annual Principal Amounts by up to 30%. The maximum amount of the Bonds will not exceed the maximum authorized amount of \$15,000,000. No changes beyond those disclosed above will be made without the consent of the applicable Successful Bidder. Such changes, if any, will determine the final annual principal amount of each maturity of each series of Bonds (the "Final Annual Principal Amounts") and the final aggregate principal amount of each series of Bonds (the "Final Aggregate Principal Amount"). The dollar amount bid by the successful bidder for each series of Bonds will be adjusted to reflect any adjustments in the Final Aggregate Principal Amount of such series of Bonds. The interest rates specified by the successful bidder for the various maturities at the initial reoffering prices will not change. A SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BIDS OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS.

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

BASIS OF AWARD: If an award is made, the Bonds will be awarded to the bidder whose bid results in the lowest true interest cost to the Municipality for such Bonds as determined by reference to the Revised Aggregate Principal Amounts, prior to post-sale adjustments, as discussed in the paragraph above. The lowest true interest cost will be calculated as that rate which when used in computing the present worth of all payments of principal and interest on the Bonds (compounded semi-annually from the dated date of such Bonds) produces a value equal to the purchase price of such Bonds. Each bidder is required to specify its calculation of the true interest cost resulting from its bid, but such information shall not be treated as part of its proposal. In the event that two or more of the bidders offer to purchase the Bonds at the same lowest true interest cost, the Governing Body shall determine in their sole discretion (but in accordance with fact) which of the bidders shall be

awarded such series of Bonds. The Governing Body reserves the right to waive any irregularity or informality in any bid, and to reject any or all bids, and notice of rejection of any bid will be made promptly. Unless all bids are rejected, award of the Bonds will be made by the Governing Body on the sale date.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of House Bill 1547, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2022 and signed by the Governor (the "Governor") of the State on March 23, 2022, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the "Authority Act"), Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), and other applicable laws of the State (together, the "Act"), and the resolutions authorizing and directing the issuance of the Bonds adopted by the Governing Body on September 20, 2022, November 1, 2022, and April 4, 2023 (together, the "Bond Resolution"), and shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the Municipality on or prior to September 1 of that year has transferred money to the Parks and Recreation Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Bond Resolution. Provided, however, any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Parks and Recreation Bond Fund, including, but not limited to, that portion of the 2% of the gross income of restaurants derived from retail sales of prepared food, alcoholic and nonalcoholic beverages dedicated to Municipality parks to be expended for park and recreational improvements and the additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (together, the "Special Sales Tax") for the Authorized Purposes (as defined herein and in the Bond Resolution), pursuant to the Act, may be used for the payment of the principal and interest due on the Bonds.

PURPOSE: The Bonds are being issued to provide funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years (the "General Municipal Improvements Authorized Purposes"), and providing funds to acquire real property for and for constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act (the "Special Sales Tax Authorized Purposes") (together, "Authorized Purposes").

FORM OF BIDS: Bids should be addressed to the Governing Body and should be plainly marked "Bid for \$13,000,000 General Obligation Public Improvement Bonds, Series 2024 (Parks and Recreation Improvements Project), of the City of Starkville, Mississippi." All bids should be submitted in substantially the form prepared by the Municipality as the Official Bid Form. A copy of the Official Bid Form may be

obtained from the City Clerk at l.hardin@cityofstarkville.org, from Stephens Inc., Ridgeland, Mississippi (the "Municipal Advisor"), at max.neely@stephens.com, or from Watkins & Eager PLLC, Jackson, Mississippi ("Bond Counsel") at bdavis@watkinseager.com.

Electronic bids for the Bonds must be submitted to PARITY® via the BiDCOMP Competitive Bidding System. An electronic bid made through the facilities of BiDCOMP/PARITY® shall be deemed an offer to purchase in response to this Notice and shall be binding upon the bidder as if made by a signed sealed written bid made to the Municipality. To the extent any instructions or directions set forth in BiDCOMP/PARITY® conflict with the terms of this Notice, this Notice shall prevail. The Municipality shall not be responsible for any malfunction or mistake made by or as a result of the use of electronic bidding facilities. The use of such facilities is at the sole risk of the bidders. Subscription to I-Deal's BiDCOMP/PARITY® Competitive Bidding System by a bidder is required in order to submit an electronic bid. The Municipality will not confirm any subscription or be responsible for the failure of any prospective bidder to subscribe. Both written bids and electronic bids must be unconditional and received by the Municipality and/or BiDCOMP/PARITY®, respectively, on or before 11:00 a.m., C.D.T., on Tuesday, April 2, 2024, as stated above. The Municipality is not liable for any costs incurred in the preparation, delivery, acceptance, or rejection of any bid.

All bids not in electronic form should be sealed and delivered to the City Clerk at her office in the City Hall located at 110 West Main Street in the Municipality.

INTEREST RATE AND BID RESTRICTIONS: The Bonds will not bear a greater overall maximum interest rate to maturity than 11% per annum, nor will the interest rate for any one maturity exceed 11% per annum. No Bond will bear more than 1 rate of interest; each Bond will bear interest, calculated on the 30/360 basis, from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity will bear the same rate of interest from date to maturity; and the lowest interest rate specified will not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1% and a 0% rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a wire transfer, cashier's check, certified check, or exchange, issued or certified by a bank, payable to the "Mayor and Board of Aldermen of the City of Starkville, Mississippi," in the amount of \$260,000 as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All wire transfers, cashier's checks, certified checks, or exchanges of unsuccessful bidders will be returned immediately after award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith deposit will be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

DTC BOOK-ENTRY: Unless specifically declined by the purchaser, the Bonds are being initially offered as registered in the name of Cede & Co., as Registered Owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-entry system of registration. Purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry. As long as Cede & Co. is the Registered Owner of the Bonds as nominee of DTC, payments of principal and interest will be made directly to such Registered Owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

AWARD OF BONDS: If an award of the Bonds is made, the Bonds will be awarded to the bidder whose bid results in the lowest true interest cost to the Municipality. The lowest true interest cost of the Bonds will be calculated as that rate which when used in computing the present worth of all payments of principal and interest on the Bonds (compounded semi-annually from the dated date of the Bonds) produces a value equal to the purchase price of the Bonds. For the purpose of calculating the true interest cost, the principal amount of any term bonds scheduled for mandatory sinking fund redemption (if any) shall be treated as a serial maturity in each year. Each bidder is required to specify its calculation of the true interest cost resulting from its bid, but such information shall not be treated as part of its proposal. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time, and the Governing Body will give a verbal notice to the winning bidder, if any, within approximately one hour of such decision.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder will have the right, at its option, to cancel its

agreement to purchase the Bonds if the Bonds are not tendered for delivery within 60 days from the date of sale thereof, and in such event the Governing Body will return to said bidder its good faith deposit. The Governing Body will have the right, at its option, to cancel its agreement to sell the Bonds if within 5 days after the tender of the Bonds for delivery the successful bidder will not have accepted delivery of and paid for the Bonds, and in such event the Governing Body will retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The Governing Body's approval of the paying agent for the Bonds (the "Paying Agent") shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to Registered Owners of the Bonds as of the fifteenth day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the Municipality maintained by the Paying Agent. The Bonds will be transferable only upon the books of the Paying Agent, and payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

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

CUSIP NUMBERS: Unless specifically declined by the purchaser, the Municipal Advisor will request that the CUSIP Service Bureau assign CUSIP Identification numbers to the Bonds, which numbers will be printed on the Bonds. The successful bidder will be responsible for the costs of assigning CUSIP numbers to the Bonds. Neither the failure to print a CUSIP number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with this Notice.

LEGAL OPINION; CLOSING DOCUMENTS: The Bonds are offered subject to the unqualified approval of the legality thereof by Bond Counsel. In the opinion of Bond Counsel, interest on the Bonds is exempt from federal and Mississippi income taxes under existing laws, regulations, rulings, and judicial decisions with such exceptions as will be described in the Official Statement for the Bonds. A copy of the opinion of Bond Counsel, together with the usual closing papers, including a no-litigation certificate dated the date of delivery of the Bonds, evidencing that no litigation is pending in any way affecting the legality of the Bonds or the taxes to be levied for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge. The Municipality will pay for all legal fees and will pay for the printing and validation of the Bonds.

BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS": The Municipality has not designated the Bonds as "qualified tax-exempt obligations" within the meaning and for purposes of Section 265(b)(3) of the Code.

FURTHER INFORMATION: The Municipality has prepared a Preliminary Official Statement which it deems, for purposes of S.E.C. Rule 15(c)2-12, to be final and complete as of its date except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, and the identity of the underwriters, subject to revision, amendment and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Upon the award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions, and revisions as required to complete the Preliminary Official Statement.

ISSUE PRICE: The successful bidder shall assist the Municipality in establishing the issue price of the Bonds and shall execute and deliver to the Municipality at the closing for the Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications,

in a form reasonably required by the Municipality and Bond Counsel. The Municipality intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because: (a) the Municipality shall disseminate this Notice to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (b) all bidders shall have an equal opportunity to bid; (c) the Municipality may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (d) the Municipality anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice. Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. In the event that the competitive sale requirements are not satisfied, the Municipality shall advise the winning bidder. The Municipality shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price on that maturity applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Municipality if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Municipality will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds. If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the Municipality the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing of the Bonds has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold. By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires. Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for the purposes of this Notice. Further, for purposes of this Notice: (a) "public" means any person other than an underwriter or a related party, (b) "underwriter" means (A) any person that agrees pursuant to a written contract with the Municipality (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (c) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (d) "sale date" means the date that the Bonds are awarded by the Municipality to the winning bidder.

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15(c)2-12(b)(5), the Municipality will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Failure of the Municipality to deliver the Continuing Disclosure Agreement at the time of issuance and delivery of the Bonds will relieve the successful bidder from its obligation to purchase the Bonds.

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

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on April 4, 2023.
City of Starkville, Mississippi
/s/ Lesa D. Hardin, City Clerk

Publication Instructions:
Starkville Daily News
March 19, 2024, and March 26, 2024

Attachment B

Submitted Bids



Parity Calendar

Deal List

MuniIC

11:08:29 a.m. CDST

Upcoming Calendar

Overview

Compare

Summary

Bid Results

Starkville
\$13,000,000 General Obligation Public Improvement Bonds,
Series 2024 (Parks and Recreation
Improvements Project)

The following bids were submitted using **PARITY**[®] and displayed ranked by lowest TIC.
 Click on the name of each bidder to see the respective bids.

Bid Award*	Bidder Name	TIC
☐	Loop Capital Markets, LLC	3.732692
☐	Robert W. Baird & Co., Inc.	3.746255
☐	Raymond James & Associates, Inc.	3.765635
☐	The Baker Group	3.832266
☐	Stifel, Nicolaus & Co., Inc.	3.903888

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

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Upcoming Calendar Overview Result Excel Print

Loop Capital Markets, LLC - New York , NY's Bid



Starkville
\$13,000,000 General Obligation Public Improvement Bonds,
Series 2024 (Parks and Recreation
Improvements Project)

For the aggregate principal amount of \$13,000,000.00, we will pay you \$14,031,900.99, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	395M	5.0000	3.4800	101.142
02/01/2026	415M	5.0000	3.2900	102.915
02/01/2027	435M	5.0000	3.1100	104.978
02/01/2028	455M	5.0000	2.9800	107.152
02/01/2029	480M	5.0000	2.9400	109.105
02/01/2030	505M	5.0000	2.9100	111.027
02/01/2031	530M	5.0000	2.8400	113.217
02/01/2032	555M	5.0000	2.9500	114.141
02/01/2033	585M	5.0000	2.9100	116.073
02/01/2034	615M	5.0000	2.9600	117.197
02/01/2035	650M	5.0000	3.0500	116.366
02/01/2036	680M	5.0000	3.1200	115.725
02/01/2037	715M	5.0000	3.2100	114.907
02/01/2038	755M	5.0000	3.3100	114.007
02/01/2039	785M	5.0000	3.4000	113.203
02/01/2040	820M	4.0000	3.7900	101.697
02/01/2041	855M	5.0000	3.6300	111.181
02/01/2042	885M	4.0000	4.0700	99.115
02/01/2043	925M	4.0000	4.1000	98.694
02/01/2044	960M	4.0000	4.1200	98.382

Total Interest Cost: \$7,034,621.67

Premium: \$1,031,900.99

Net Interest Cost: \$6,002,720.68

TIC: 3.732692

Time Last Bid Received On: 04/02/2024 10:59:35 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Loop Capital Markets, LLC, New York , NY

Contact: Jim Van Metre

Title:

Telephone: 312-913-2257

Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By:  Accepted By: _____

Date: 4.2.2024 Date: _____

Upcoming Calendar Overview Result Excel Print

Robert W. Baird & Co., Inc. - Milwaukee , WI's Bid



Starkville
\$13,000,000 General Obligation Public Improvement Bonds,
Series 2024 (Parks and Recreation
Improvements Project)

For the aggregate principal amount of \$13,000,000.00, we will pay you \$13,852,096.30, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	395M	5.0000	3.3500	101.242
02/01/2026	415M	5.0000	3.1500	103.159
02/01/2027	435M	5.0000	3.0000	105.277
02/01/2028	455M	5.0000	2.9000	107.448
02/01/2029	480M	5.0000	2.8500	109.525
02/01/2030	505M	5.0000	2.8500	111.364
02/01/2031	530M	5.0000	2.8500	113.152
02/01/2032	555M	5.0000	2.8600	114.814
02/01/2033	585M	5.0000	2.8700	116.410
02/01/2034	615M	5.0000	2.9000	117.754
02/01/2035	650M	4.0000	3.0500	107.972
02/01/2036	680M	5.0000	3.1000	115.908
02/01/2037	715M	5.0000	3.2100	114.907
02/01/2038	755M	5.0000	3.3100	114.007
02/01/2039	785M	5.0000	3.4000	113.203
02/01/2040	820M	4.0000	3.7900	101.697
02/01/2041	855M	4.0000	3.9200	100.639
02/01/2042	885M	4.0000	4.0000	100.000
02/01/2043	925M	4.0000	4.0100	99.864
02/01/2044	960M	4.0000	4.0200	99.724

Total Interest Cost: \$6,821,199.72

Premium: \$852,096.30

Net Interest Cost: \$5,969,103.42

TIC: 3.746255

Time Last Bid Received On: 04/02/2024 10:59:04 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Robert W. Baird & Co., Inc., Milwaukee , WI

Contact: Geoff Kuczmariski

Title:

Telephone: 414-765-7331

Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By: _____

Accepted By: _____

Date: _____

Date: _____

Upcoming Calendar Overview Result Excel Print

Raymond James & Associates, Inc. - Memphis , TN's Bid



Starkville
\$13,000,000 General Obligation Public Improvement Bonds,
Series 2024 (Parks and Recreation
Improvements Project)

For the aggregate principal amount of \$13,000,000.00, we will pay you \$13,885,423.96, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	395M	5.0000	3.5400	101.097
02/01/2026	415M	5.0000	3.3100	102.880
02/01/2027	435M	5.0000	3.1200	104.951
02/01/2028	455M	5.0000	2.9700	107.189
02/01/2029	480M	5.0000	2.9200	109.198
02/01/2030	505M	5.0000	2.8700	111.251
02/01/2031	530M	5.0000	2.8800	112.955
02/01/2032	555M	5.0000	2.9000	114.514
02/01/2033	585M	5.0000	2.9100	116.073
02/01/2034	615M	5.0000	2.9200	117.568
02/01/2035	650M	5.0000	3.0100	116.734
02/01/2036	680M	5.0000	3.0900	115.999
02/01/2037	715M	5.0000	3.2100	114.907
02/01/2038	755M	5.0000	3.3100	114.007
02/01/2039	785M	5.0000	3.4000	113.203
02/01/2040	820M	4.0000	3.7900	101.697
02/01/2041	855M	4.0000	3.9000	100.801
02/01/2042	885M	4.0000	4.0000	100.000
02/01/2043	925M	4.0000	4.0600	99.212
02/01/2044	960M	4.0000	4.1100	98.515

Total Interest Cost: \$6,891,219.17

Premium: \$885,423.96

Net Interest Cost: \$6,005,795.21

TIC: 3.765635

Time Last Bid Received On: 04/02/2024 10:59:39 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Raymond James & Associates, Inc., Memphis , TN
 Contact: Lisa Donnelly
 Title: SVP
 Telephone: 901-579-4518
 Fax: 901-579-4465

Issuer Name: City of Starkville Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

Upcoming Calendar Overview Result Excel Print

The Baker Group - Oklahoma City , OK's Bid



Starkville
\$13,000,000 General Obligation Public Improvement Bonds,
Series 2024 (Parks and Recreation
Improvements Project)

For the aggregate principal amount of \$13,000,000.00, we will pay you \$13,803,841.95, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	395M	5.0000	3.4900	101.135
02/01/2026	415M	5.0000	3.2800	102.932
02/01/2027	435M	5.0000	3.0800	105.059
02/01/2028	455M	5.0000	2.9200	107.374
02/01/2029	480M	5.0000	2.8500	109.525
02/01/2030	505M	5.0000	2.7900	111.703
02/01/2031	530M	5.0000	2.7900	113.547
02/01/2032	555M	5.0000	2.8500	114.889
02/01/2033	585M	5.0000	2.8600	116.494
02/01/2034	615M	5.0000	2.8600	118.127
02/01/2035	650M	5.0000	2.9500	117.289
02/01/2036	680M	5.0000	3.0500	116.366
02/01/2037	715M	5.0000	3.1900	115.089
02/01/2038	755M	5.0000	3.3000	114.096
02/01/2039	785M	5.0000	3.4300	112.937
02/01/2040	820M	4.0000	3.8500	101.207
02/01/2041	855M	4.0000	3.9500	100.397
02/01/2042	885M	4.0000	4.0500	99.365
02/01/2043	925M	4.0000	4.1500	98.052
02/01/2044	960M	4.0000	4.2000	97.326

Total Interest Cost: \$6,891,219.17

Premium: \$803,841.95

Net Interest Cost: \$6,087,377.22

TIC: 3.832266

Time Last Bid Received On: 04/02/2024 10:59:51 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: The Baker Group, Oklahoma City , OK

Contact: Eric Fischer

Title:

Telephone: 405-415-7232

Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

Upcoming Calendar Overview Result Excel Print

Stifel, Nicolaus & Co., Inc. - Birmingham , AL's Bid



Starkville
\$13,000,000 General Obligation Public Improvement Bonds,
Series 2024 (Parks and Recreation
Improvements Project)

For the aggregate principal amount of \$13,000,000.00, we will pay you \$13,405,904.91, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	395M	5.0000	3.5000	101.127
02/01/2026	415M	5.0000	3.3000	102.898
02/01/2027	435M	5.0000	3.1500	104.869
02/01/2028	455M	5.0000	3.1000	106.710
02/01/2029	480M	5.0000	3.1000	108.363
02/01/2030	505M	5.0000	3.1000	109.966
02/01/2031	530M	5.0000	3.1000	111.521
02/01/2032	555M	5.0000	3.1000	113.029
02/01/2033	585M	5.0000	3.1500	114.078
02/01/2034	615M	5.0000	3.1500	115.452
02/01/2035	650M	4.0000	3.3000	105.802
02/01/2036	680M	4.0000	3.4000	104.949
02/01/2037	715M	4.0000	3.5500	103.684
02/01/2038	755M	4.0000	3.6500	102.850
02/01/2039	785M	4.0000	3.8000	101.615
02/01/2040	820M	4.0000	3.9000	100.801
02/01/2041	855M	4.0000	4.0000	100.000
02/01/2042	885M	4.0000	4.1000	98.741
02/01/2043	925M	4.1250	4.1500	99.670
02/01/2044	960M	4.2500	4.2500	100.000

Total Interest Cost: \$6,499,043.72

Premium: \$405,904.91

Net Interest Cost: \$6,093,138.81

TIC: 3.903888

Time Last Bid Received On: 04/02/2024 10:50:23 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Stifel, Nicolaus & Co., Inc., Birmingham , AL

Contact: Eric Green

Title:

Telephone: 205-949-3513

Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By: _____

Accepted By: _____

Date: _____

Date: _____

Brad C. Davis

From: Pierce Johnson <pierce.johnson@loopcapital.com>
Sent: Tuesday, April 2, 2024 12:50 PM
To: Brad C. Davis; Max Neely; Lyman Wray
Cc: Muni Syn Group; FLOPS_Group
Subject: Fed Reference # for Starkville, MS

Hi Brad,

A good faith wire has been sent for this deal as follows:

April 2, 2024 @ 1:27AM ET
Fed Ref. # : B1Q8154C005993

All the best,

Pierce Johnson | Underwriting Analyst
Municipal Underwriting
Loop Capital Markets

T: 212.619.3045
Wall Street Plaza
88 Pine Street, 25th floor
New York, NY 10005
E: pierce.johnson@loopcapital.com | W: loopcapital.com



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36. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of March 25, 2024 for fiscal year ending 9/30/24, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 454,491.61
Restricted Police Fund	002	3,290.16
Airport Fund	015	32,559.19
Sanitation / Environ Services	022	41,768.66
Debt Service Fund	200	154,413.15
2022 GO Bonds	305	405.00
2022 Local Improv Funds	306	5,015.00
Parks Capital Project Fund (2023)	312	15,635.00
Park and Rec Tourism	375	70,000.00
Hwy 12 / MLK BUILD Grant	377	12,000.00
Economic Dev, Tourism	630	120,623.81
Sub Total Before Utilities		\$ 910,201.58
Utilities Dept.	SED	1,256,004.23
Total Claims	Total	\$ 2,166,205.81

37. PERMISSION TO APPLY FOR THE FEMA FIRE AND EMERGENCY RESPONSE (SAFER) GRANT TO HELP STAFF 9 FIREFIGHTERS AT FIRE STATION 5 WITH A MATCH REQUIRED BY THE CITY.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, for the Board of Aldermen to authorize the Fire Chief to apply for the FEMA Fire and Emergency Response (SAFER) Grant which will help staff 9 firefighters at Fire Station 5 with no grant match expected, and if awarded, the grant offer will be brought before the Mayor and Board of Aldermen for final approval. 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.

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

There came for consideration the matter of entering a Closed Session to determine if there is a proper cause for Executive Session. Upon the motion of Alderman Vaughn, seconded by Alderman Beatty, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. The Board entered closed session. City Attorney Huskinson recused himself.

39. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Beatty offered a motion to go into Executive Session for the purpose of discussion of potential litigation matters. Following a second by Alderman Brooks, the Board voted as follows to enter Executive Session:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. The Mayor invited the public back in and then announced that the Board had decided to go into Executive Session for the purpose of discussion of potential litigation matters. The Mayor and Board then went into Executive Session.

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

Alderman Vaughn offered a motion, seconded by Alderman Beatty, to exit executive session and return to open session. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

41. MOTION TO RECESS UNTIL APRIL 16, 2024 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to recess the meeting until April 16, 2024 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

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

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
APRIL 12, 2024**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, April 12, 2024 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderwoman Kim Moreland, Alderwoman Sandra Sistrunk, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn, Sr. City Clerk / CFO Lesa Hardin was also present. City Attorney Berk Huskison was absent.

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

Brandon Doherty, Sports Facility Company General Manager, presented an update on current and future park activities and projects.

The Mayor and members of the Board discussed items on the upcoming April 16, 2024 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 7th DAY OF MAY, 2024.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK/CFO



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, APRIL 12, 2024.**

**AT 11:00 AM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

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



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

APRIL 12, 2024

11:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. UPDATE FROM BRANDON DOHERTY ON THE PARKS ACTIVITIES**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE APRIL 16, 2024, MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



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

AGENDA ITEM: MINUTES
AGENDA DATE: 5-07-24
PAGE: 1 of 47

SUBJECT: Request approval of the minutes of the April 16, 2024 Recess meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the April 16, 2024 Recess meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

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

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.

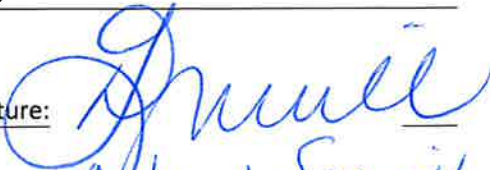
Purpose. The purpose of this Piggyback is to procure the following items as outlined below in the Price Sheet attachment. The good delivery date or service period(s) will begin on the date of the last signature hereto ("the Effective Date").

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 ("E PHI"); and

WHEREAS, in order to protect the privacy and security of PHI, including E PHI, 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 E PHI; 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 E PHI, 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 E PHI. 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

City of Starkville
FY2024 CDBG Public Hearing
Starkville City Hall
April 16, 2024
4:00 p.m.

The FY24 Community Development Block Grant (CDBG) Public Hearing was conducted at the Starkville City Hall on Tuesday, April 16, 2024 at 4:00 p.m. The purpose of the meeting was to announce the intent of the City of Starkville to apply for an FY24 Public Facilities Community Development Block Grant to address the City's most pressing wastewater needs – construction of a sewer collection system in an area not currently being served by public wastewater collection service.

Phylis Benson, Project Analyst of Golden Triangle Planning and Development District conducted the meeting. She reported that the State of Mississippi anticipates receiving approximately \$24 million for the FY2024 Program which has been divided as follows:

1.) Public Facilities; 2.) Economic Development; 3.) State Administration

Ms. Benson stated that all CDBG activities must address the National Objective of Benefitting Low-to-Moderate Income Persons.

Ms. Benson then reviewed the various deadlines for CDBG project submittal.

The City's previously received CDBG projects that have been successfully completed and closed-out were reviewed. Ms. Benson then explained the activities for which CDBG funds could be used, and the rating system utilized for project award. She also informed those present that written comments regarding the use of grant funds would be accepted until April 23, 2024. It was also stated that technical assistance could be made available to persons of low-and-moderate income in the development of program input and that this project would not result in the displacement of individuals.

Ms. Benson further explained that the City's most pressing issues involve the lack of a sewer collection system in the Sand Road and Henderson Road area which poses an urgent threat to the health and welfare of its citizens and the environment. Starkville Utilities Executive Director Edward Kemp reiterated the importance of grant funds to the success of this endeavor and the immediate need to provide an adequate means of sewer disposal and treatment for the municipality's users. The floor was then opened for discussion and questions. Numerous individuals, from the project area, expressed their concern for the current situation and the need to proceed with a solution to the problem in an expeditious manner. The Project Engineer was present to field questions presented by the area's residents. No written comments were received at the time of the public hearing.

There being no further discussions, the meeting was adjourned.

Lynn Spruill, Mayor

May 7, 2024
Date



**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: May 7, 2024
PAGE: Page 1 of 22

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 107 Rex St., Starkville, MS 39759, with the parcel number 118O-00-231.00, is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 107 Rex St., Starkville, MS 39759, with the parcel number 118O-00-231.00, was performed by Code Enforcement Officer Sarah Perez on March 4, 2024, and re-inspection on March 22, 2024, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the exterior of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time. An administrative warrant was issued on April 17, 2024, and executed on April 18, 2024, at approximately 10:11 hrs. Photographs were taken of the outside of the structure, as well as some taken of the inside of the structure.

Public Notices of the public hearing were posted on the front entrance window at City Hall on April 3, 2024. Notification letters of the public hearing was hand delivered on April 4, 2024, to the property tax payer/owner Troy Robinson via photo text message from Mr. Robinson's nephew, DJ Robinson. DJ Robinson was on site at the time of posting. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected.

Public Notices of the public hearing were posted on the subject property. A third inspection of the property was done on April 4, showing that no attempts to resolve the issues have been made.

An Administrative Inspection Warrant was issued on April 17, 2024, signed by Judge Kelley.

The Administrative Inspection Warrant was executed by Sergeant Scotty Carrithers on April 18, 2024.

A copy of the Administrative Inspection Warrant was hand delivered to the property owner on April 24, 2024. Mr. Troy Robinson was on the property on this date and was in the process of demolition of the structure.

On April 25, 2024, at approximately 12:05 hrs. I returned to the property to take photos of the progress. At this time the structure had been completely demolished and they were working on cleaning up the debris.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Gabriel Steenwyk @ 662-323-4847

SUGGESTED MOTION:

Move to determine the building, located at 107 Rex St., Starkville, MS 39759, with the parcel number 118O-00-231.00, is no longer a menace to the public health, safety, and welfare of the community and will be subject to dismissal from public hearing. This motion is due to the building already having been demolished.

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 3/23/2024

Tax Year 2023
Records Last Updated 3/22/2024

PROPERTY DETAIL		
OWNER	ROBINSON TROY T	ACRES : **NA**
	73 BARRINGTON FARMS PKWY	LAND VALUE : 7000
		IMPROVEMENTS : 500
	SHARPSBURG GA 30277	TOTAL VALUE: 7500
		ASSESSED : 1125

PARCEL 118O-00-231.00

ADDRESS 107 REX ST

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	62.01	0.00	62.63
CITY	36.00	0.00	36.36
SCHOOL	74.23	0.00	74.97
TOTAL	172.24	0.00	173.96 1.00% Penalty

[Pay Taxes](#)

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION		
EXEMPT CODE		LEGAL LOT 10 REX ST SUB
HOMESTEAD CODE None		2010/2374 2013/7763 2022/1977
TAX DISTRICT 5110		MAP 118O DB-PG 271/23 2002/757
PPIN 009998		0
SECTION 34		B 2022 P 1977 03/10/2022
TOWNSHIP 19N		
RANGE 14E		

Book 2022

Page 1977

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2022	FINITE INVESTMENTS LLC	2/9/2024 BROOKS DEXTER L ETAL

[Back](#)

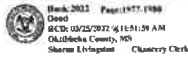
[Log In HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)

[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

107 Rex St., Starkville, MS 39759 Property Deed pages 1-3, showing ownership of the property being Mr. Troy T. Robinson.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA



QUIT-CLAIM DEED

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged by me, I, **DEXTER L. BROOKS**, (GRANTOR), do hereby convey, release, and quit-claim unto **TROY T. ROBINSON**, (GRANTEE), all of my rights, title, interests and equity, if any, in the following described real property, situated in Oktibbeha County, Mississippi, and being more particularly described as follows, to-wit:

Lot 10 Rex Street Subdivision to the City of Starkville, Mississippi, according to the Arthur L. Goodman Official Map of said City, 1951 Edition, of record in the Office of the Chancery Clerk of said County and State, reference to which is here made.

The above-described property is conveyed subject to all existing easements for public roadways, utilities, drainage, or other purposes, whether of record or not, and as may be disclosed by an examination of the premises.

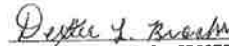
The above-described property is the same property that was conveyed to Dexter L. Brooks and Anthony T. Brooks, as joint tenants with full rights of survivorship, and not as tenants in common via a Quit-Claim Deed dated December 17, 2013. The said Quit-Claim Deed was filed and recorded on December 23, 2013, in Deed Book 2013 at Pages 7761-7767 in the official land records in the office of the Chancery Clerk in Oktibbeha County, Mississippi.

That Anthony T. Brooks died on October 29, 2015. A copy of the front page of the Funeral Program of Anthony T. Brooks is attached hereto as EXHIBIT "A"; and, the said Exhibit shall be and is hereby incorporated herein by reference as if fully copied herein in words and figures. The said Exhibit serves as proof of the death of Anthony T. Brooks.

The Grantor represents and certifies that the Grantee herein shall pay of the property taxes for the 2022 Tax Year for the above-described property.

The Grantor further certifies that this Quit-Claim Deed was prepared at his request without the benefit of a Title Search or Title Opinion.

WITNESS MY SIGNATURE, THIS, THE 10TH DAY OF MARCH, 2022.


DEXTER L. BROOKS

GRANTOR:

DEXTER L. BROOKS
223 BAR-B-QUE ROAD
STARKVILLE, MS 39759
RES. PHONE: (662) 312-4321
BUS. PHONE: NONE

GRANTEE:

TROY T. ROBINSON
73 BARRINGTON FARMS PARKWAY
SHARPSBURG, GA 30277
RES. PHONE: (404) 993-6752
BUS. PHONE: NONE

Book 2022 Page 1978
Deed 3/29/2022 11:51:59 AM

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within and above-named, **DEXTER L. BROOKS**, who being by me first duly sworn, states on Oath that he voluntarily, willingly and freely signed and delivered the foregoing Quit-Claim Deed as his free and voluntary act and deed and for the purpose therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS, THE 10TH DAY MARCH, 2022.


NOTARY PUBLIC



INDEXING INSTRUCTIONS:

LOT 10 REX STREET SUBDIVISION TO THE CITY OF STARKVILLE, MISSISSIPPI, ACCORDING TO THE ARTHUR L. GOODMAN OFFICIAL MAP OF SAID CITY, 1951 EDITION, OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF SAID COUNTY AND STATE.

"THIS QUIT-CLAIM DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OF TITLE OPINION"

PREPARED BY:

ROY A. PERKINS, ESQUIRE
ATTORNEY AT LAW
POST OFFICE BOX 679
STARKVILLE, MS 39750-0679
BUS. PHONE: (662) 324-7300
MISS. BAR NUMBER 4119

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on Monday, March 4, 2024, at approximately 15:09 hrs.

(CALL CARD)

Call #	24-007506	Dispatcher	PEREZ, S
Date/Time	03/04/2024 15:09:23	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

107 REX ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:09:23	15:09:23	15:10:40		

Notes

3/4/2024 3:10:06 PM	PEREZ, S	CASE #24-000145
3/4/2024 3:10:32 PM	PEREZ, S	PHOTOS TAKEN FROM THE PUBLIC ROAD WAY

(SOUTH SIDE OF PROPERTY) It can be seen from the city street that the windows located on both the left and the right sides of the entry doorway contain no glass, only framing.



CITY OF STARVILL, MS	
STAFFVILLE MS 38774	Phone: (662) 353-2637
FIRST NOTICE OF VIOLATION	
TRISTY L ROBINSON 77 SANDHURTS BLVD UNIT 104 BETHLEHEM, GA 30216	CASE NO.: 14-03146 ISSUED: Mon on Mar 18, 2024
VIOLATION LOCATION 157 Rex St Starville, MS 38712	LEGAL DESCRIPTION LOT 19 Pkw E Sub
An inspection of the above referenced property was made on March 16, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.	
This is your official notice that you will need to bring the property into compliance no later than: March 19, 2024	
If you do not bring the property into compliance, then the City will issue a citation and/or abate the expenses and file a lien against this property for the cost of the abatement.	
Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or if you require any questions regarding this matter, please contact this office at (662) 353-4837.	
Issued By:	
	
Sarah Peters, Code Enforcement Officer	
RECORDS: TRISTY L ROBINSON	
Violations Listing	
Unpermitted Structures (1 - 15-19) Violation No. 14-03146-1 MAR 18, 2024 (15-19-146) Property is part of land contained in the parcel is subject health, safety, and welfare.	
CORRECTION	DESCRIPTION
Remove Unpermitted Structure (15-19-146)	It is the duty of personnel in violation to comply by removing unpermitted structures.
	
	

Certified letter of notice of violation was sent to the property owner on Wednesday, March 6, 2024.



The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on Friday, March 22, 2024, at approximately 08:49 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call # 24-009732
Date/Time 03/22/2024 08:49:02
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
107 REX ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	08:49:02	08:49:02	08:51:21		

Notes

3/22/2024 8:50:16 AM	PEREZ, S	CASE #24-000145
3/22/2024 8:51:10 AM	PEREZ, S	PHOTOS TAKEN FROM THE ROAD SHOWING NO CHANGE TO THE APPEARANCE OF THE PROPERTY

(WEST SIDE OF PROPERTY)



(SOUTHWEST CORNER OF THE STRUCTURE)



(SOUTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



Photographs below were taken by Officer Sarah Perez on April 3, 2024, public hearing notices were posted in the front window at City Hall. Also posted on the property on April 4, 2024 and was hand delivered on April 4, 2024, to the property tax payer/owner Troy Robinson via photo text message from Mr. Robinson's nephew, DJ Robinson. DJ Robinson was on site at the time of posting.

Troy T. Robinson
73 Barrington Farms Pkwy
Sharpsburg, GA 30277

NOTICE

PARCEL NUMBER: 1180-00-231.00

107 Rex St., Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **May 7, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

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

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

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

(CALL CARD)

Call # 24-011332
Date/Time 04/04/2024 11:45:51
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

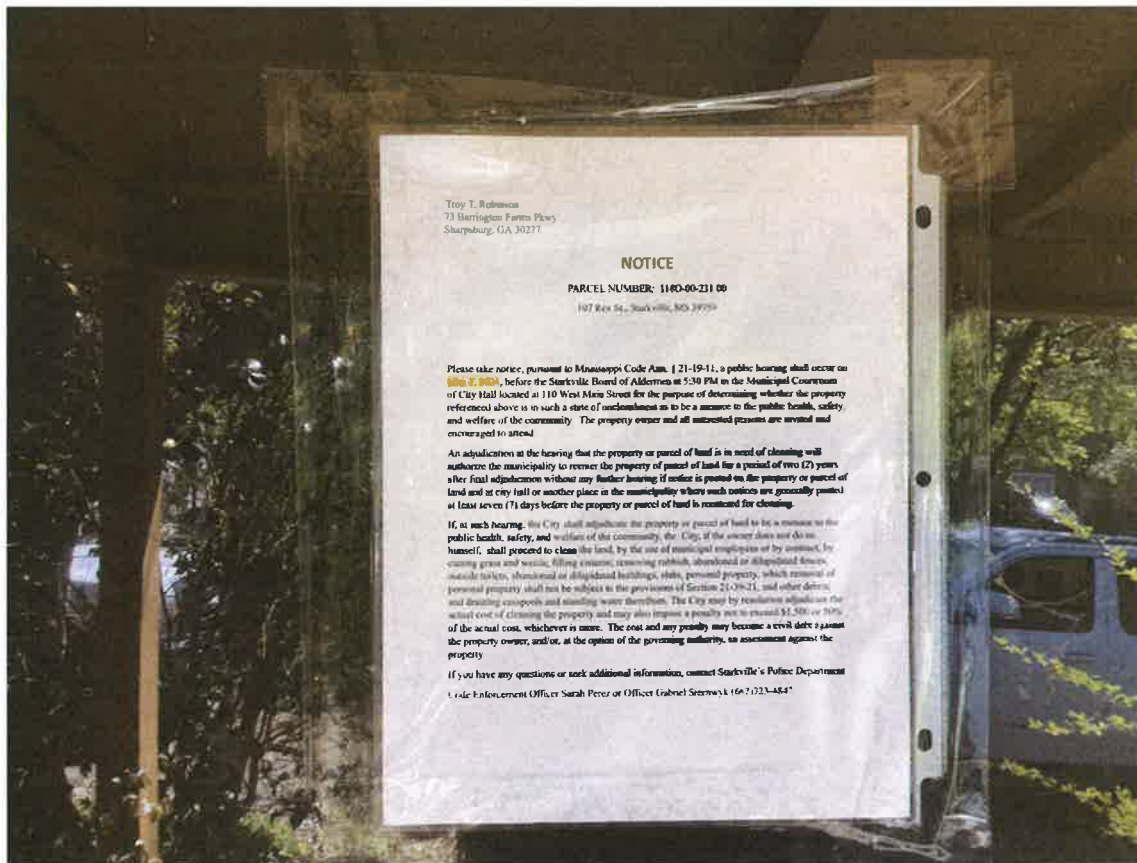
Location Address
107 REX ST
STARKVILLE, MS 39759

Officer Information

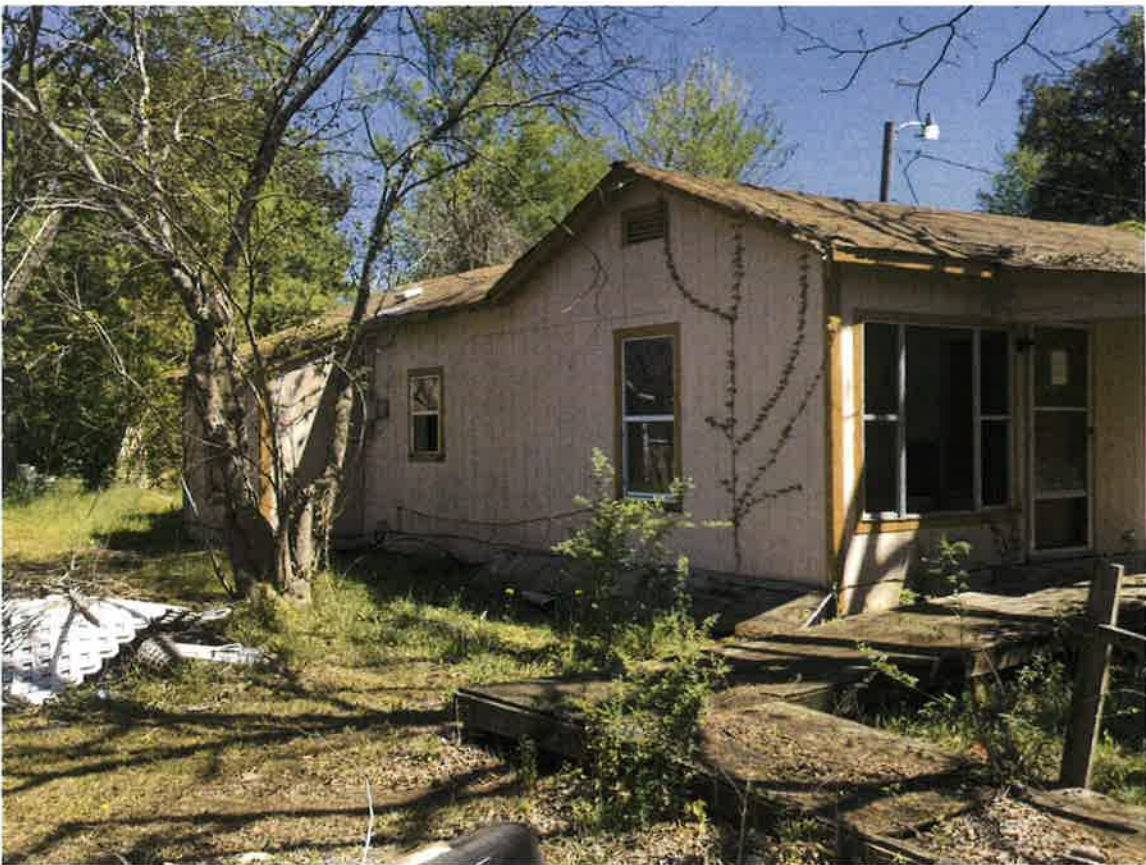
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:45:51	11:45:51	11:56:45		

Notes

4/4/2024 11:47:17 AM	PEREZ, S	PUBLIC NOTICE POSTED ON THE MAIN ENTRANCE ON THE SOUTH SIDE OF THE PROPERTY
4/4/2024 11:47:38 AM	PEREZ, S	PHOTOS TAKEN
4/4/2024 11:55:11 AM	PEREZ, S	SPOKE WITH TROY ROBINSON OF THE OWNER ABOUT DEMO PERMIT
4/4/2024 11:56:12 AM	PEREZ, S	DJ ROBINSON RELATIVE TO TROY WAS ON PROPERTY PER REQUEST OF PROPERTY OWNER







An Administrative Inspection Warrant was issued on April 17, 2024.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi, Sergeant Scotty Carrithers, is known to be credible person, who after being first duly sworn, depose and say:

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

The entire house including any locked or secured rooms or compartments at 107 Rex St., Starkville, Oktibbeha, Mississippi, and any out buildings on the property to include any garage and storage buildings.

2. That the placed described above is occupied and controlled by:
Troy T. Robinson

3. That said things particularly described as follows:

Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

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

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

Witness my hand on this the 17 day of April 2024


Municipal Court Judge

The Administrative Inspection Warrant was executed by Sergeant Scotty Carrithers on April 18, 2024, at approximately 10:11 hrs. Photographs were taken of the outside of the structure as well as some photographs taken of the inside of the structure. A copy of the warrant was left taped to the front door and sent certified mail to the property owner.

(CALL CARD)

Call # 24-013146
Date/Time 04/18/2024 10:11:58
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher EWING, F
Disposition NO ACTION
Zone

Location Address

107 REX ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	10:11:58	10:11:58	10:29:51		
CARRITHERS, S	10:19:27	10:19:29	10:32:17		

Notes

4/18/2024 10:24:48 AM	NASH, A	ADMINISTRATIVE INSPECTION WARRANT SERVED AT THIS RESIDENCE
4/18/2024 10:25:21 AM	NASH, A	PHOTOS OF INSIDE & OUTSIDE TAKEN BY SGT CARRITHERS
4/18/2024 10:25:59 AM	NASH, A	COPY OF THE WARRANT & RETURN TAPED TO FRONT DOOR OF RESIDENCE

(NORTH SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)

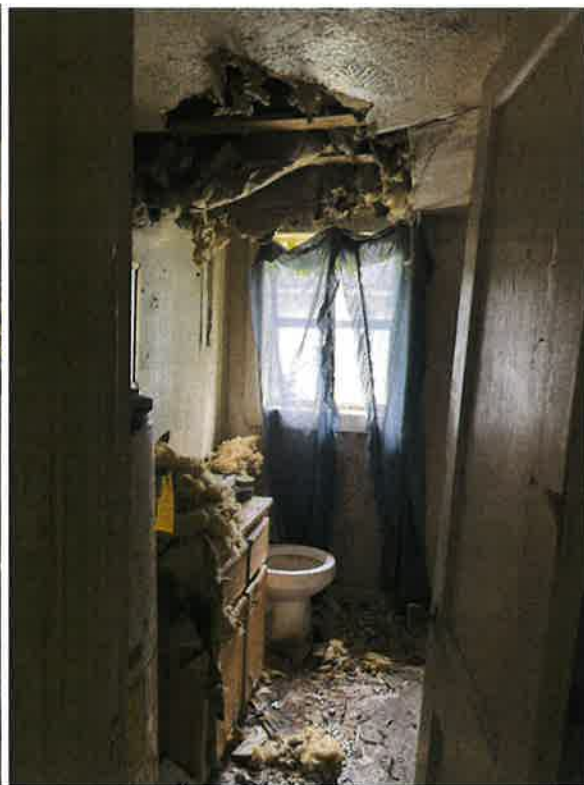


(EAST SIDE OF PROPERTY)



(INSIDE OF THE STRUCTURE)





(ADMINISTRATIVE INSPECTION WARRANT TAPED TO THE FRONT DOOR OF THE STRUCTURE)



A copy of the Administrative Inspection Warrant was hand delivered to the property owner on April 24, 2024. Mr. Troy Robinson was on the property on this date and was in the process of demolition of the structure.



On April 25, 2024, at approximately 12:05 hrs. I returned to the property to take photos of the progress. At this time the structure had been completely demolished and they were working on cleaning up the debris.

Call #

24-014175

Date/Time

04/25/2024 12:05:00

Type

CODE ENFORCEMENT

How Rcvd

OFFICER INITIATED

Sent To Dispatch

Dispatcher

MULLEN, T

Disposition

CALL COMPLETED- NO REPORT

Zone

Location Address

107 REX ST

Officer Information

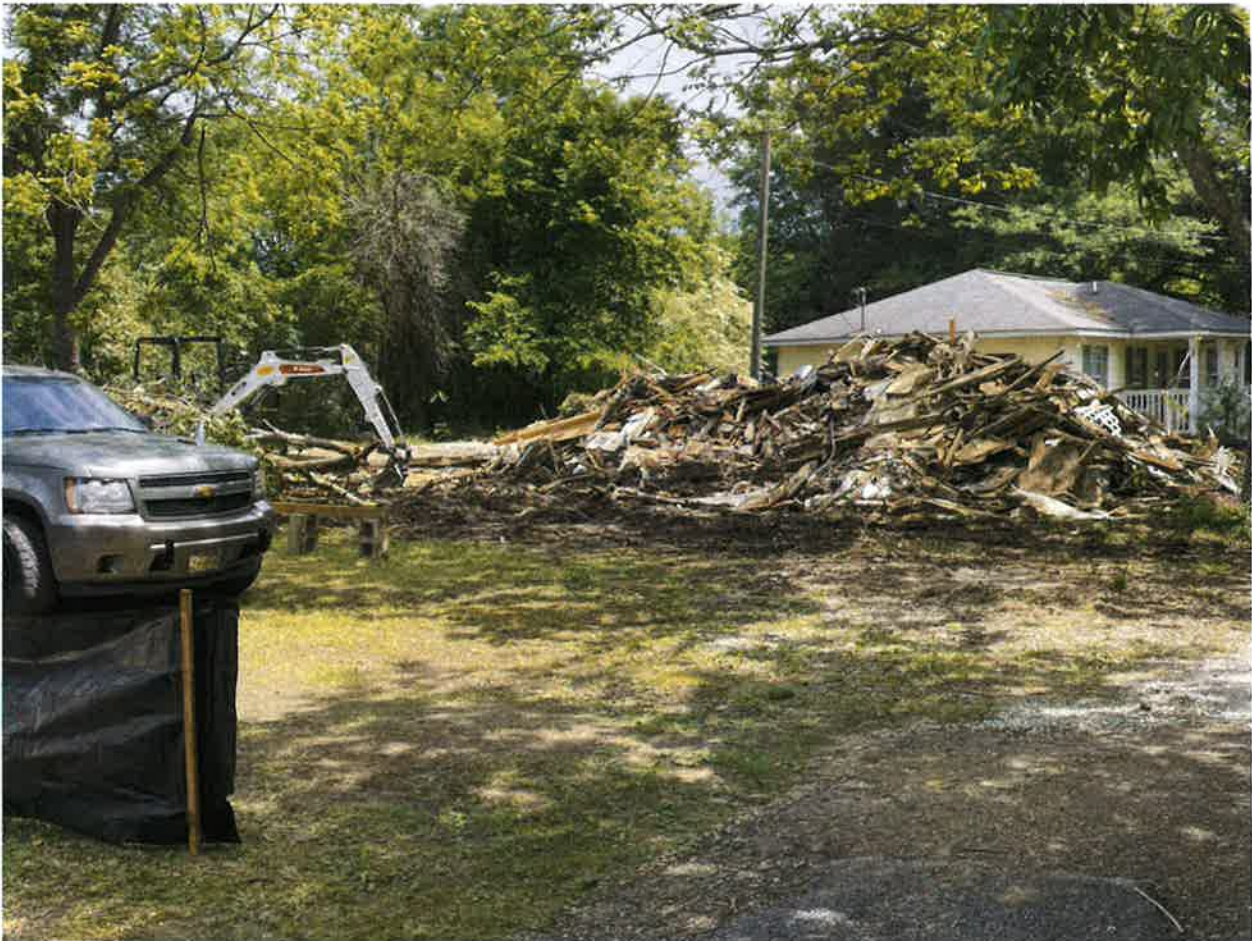
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	12:05:00	12:05:00	12:09:36		
PEREZ, S	12:08:58	12:08:59	12:11:27		

Notes

4/25/2024 12:07:44 PM

STEENWYK, G

FOLLOW UP ON 107 REX THE STRUCTURE HAS BEEN
TORN DOWN AND CURRENTLY BEING CLEANED UP







**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department

AGENDA DATE: May 07, 2024

PAGE: Page 1 of 29

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 49 Choctaw Rd., Starkville, MS 39759, with the parcel number 118B-00-129.00, is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 49 Choctaw Rd., Starkville, MS 39759, with the parcel number 118B-00-129.00, was performed by Code Enforcement Officer Sarah Perez on March 18, 2024, and re-inspection on March 22, 2024, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the exterior of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the front entrance window at City Hall on April 3, 2024. Notification letters of the public hearing were sent on April 9, 2024, to the property tax payer/owner Needmore Properties LLC. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

Public Notices of the public hearing were posted on the subject property. A third inspection of the property was done on April 4, 2024, showing that no attempts to resolve the issues have been made.

An Administrative Inspection Warrant was issued on April 18, 2024, and executed by Sergeant Scotty Carrithers on April 19, 2024, at approximately 14:19 hrs. Photographs were taken of the outside of the structure, as well as some taken on the inside of the structure.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Gabriel Steenwyk @ 662-323-4847

SUGGESTED MOTION:

Move to determine the building, located at 49 Choctaw Rd., Starkville, MS 39759, with the parcel number 118B-00-129.00, is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the subject property be allowed a maximum of 60 days to obtain permits, establish a repair schedule and commence reconstruction to be completed within 1 calendar year prior to demolition.

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

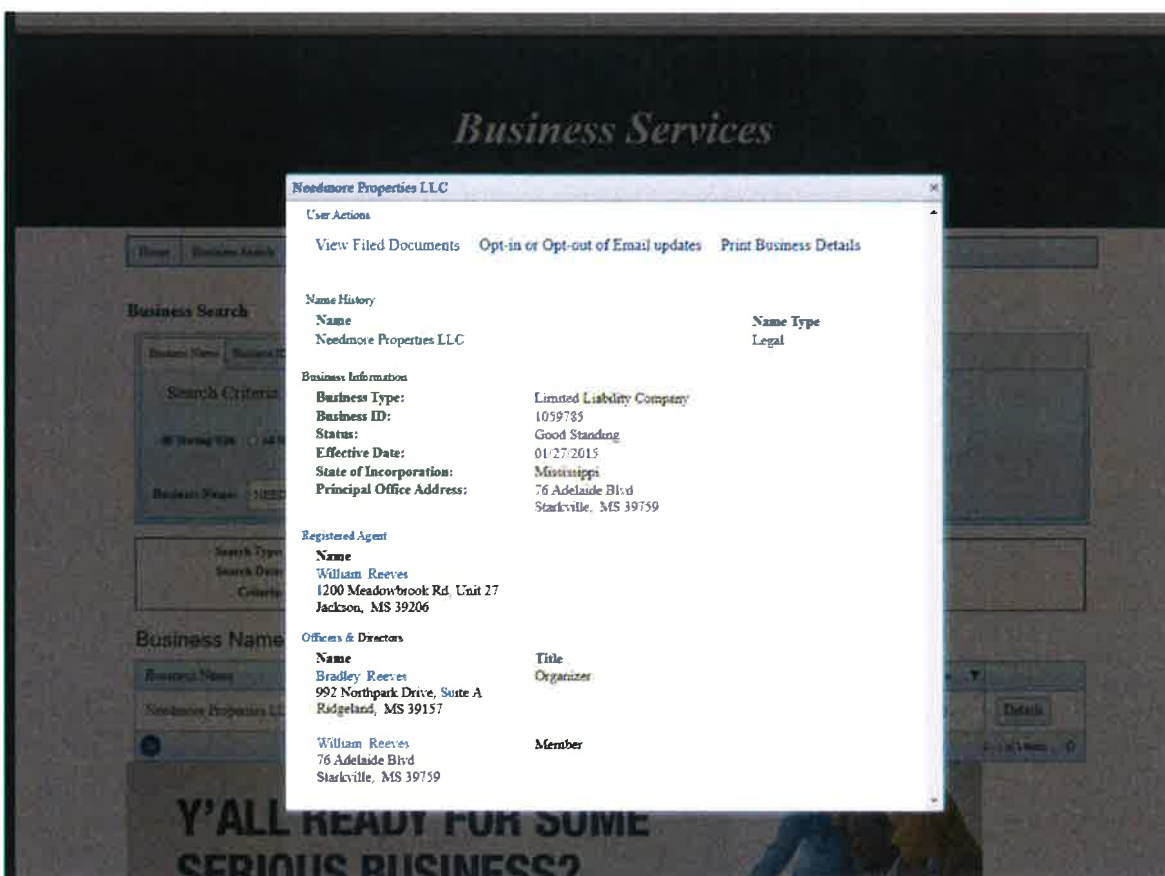
A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

Mississippi Secretary of State Business Services showing the registered agent as William C. Reeves and Organizer as Bradley Reeves.



49 Choctaw Rd., Starkville, MS 39759, with the parcel number 118B-00-129.00, Property Link

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 3/22/2024

Tax Year 2023
Records Last Updated 3/21/2024

PROPERTY DETAIL			
OWNER	NEEDMORE PROPERTIES LLC		ACRES : **NA**
	1200 MEADOWBROOK RD UNIT 27		LAND VALUE : 22000
			IMPROVEMENTS : 65740
	JACKSON MS 39206		TOTAL VALUE: 87740
			ASSESSED : 13161
PARCEL	118B-00-129.00		
ADDRESS	49 CHOCTAW		
TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	725.43	725.43	0.00
CITY	421.15	421.15	0.00
SCHOOL	868.36	868.36	0.00
TOTAL	2014.94	2014.94	0.00
LAST PAYMENT DATE 2 / 1 / 2024			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 49 ROLLING HILLS SUB #2		
HOMESTEAD CODE	None	1022/372 2002/1447 2016/642	
TAX DISTRICT	2110	MAP 118B DB/PG 698/577 928/53	
PPIN	006058	B 2016 P 642 12/07/2015	
SECTION	27		
TOWNSHIP	19N		
RANGE	14E		
Book 2016	Page 642		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2020	TAX BRAKE MS LLC	2/11/2022 NEEDMORE PROPERTIES LLC

[Back](#)

49 Choctaw Rd., Starkville, MS 39759 Property Deed pages 1-3, showing ownership of the property being Needmore Properties LLC.

01/13/2016 01:56:06 PM
Oktibbeha County, MS
Monica Banks, Chancery C

PREPARED BY:
WILSON ADAMS & EDENS, P.A.
625 LAKELAND EAST DR., STE D
FLOWOOD, MISSISSIPPI 39232
(601) 825-9508
Bar #9731

RETURN TO:
WILSON ADAMS & EDENS, P.A.
625 LAKELAND EAST DR., STE D
FLOWOOD, MISSISSIPPI 39232
(601) 825-9508

Grantor:
Wilson Adams & Edens, P.A.
625 Lakeland East Drive, Ste D
Flowood, MS 39232
Phone: 601-825-9508

Grantee:
Needmore Properties LLC
1200 Meadowbrook Road
Unit 27
Jackson, MS 39206
Phone: 601-954-9292

Gregory Funding/ Ladner
INDEXING INSTRUCTIONS:
Lot 49 of Rolling Hills Subdivision,
Part 2, Oktibbeha County, MS

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, on the 24th day of September, 2004, Christopher Joseph Ladner, executed a Deed of Trust to Julie Brown, Trustee for the use and benefit of Southeast Funding, Inc., which Deed of Trust is on file and of record in the office of the Chancery Clerk of Oktibbeha County, Mississippi, in Deed of Trust Book 2004 at Page 22449 thereof; and

WHEREAS, said Deed of Trust was ultimately assigned to U.S. Bank National Association, as Indenture Trustee on behalf of and with Respect to Ajax Mortgage Loan Trust 2014-A, Mortgage-Backed Notes, Series 2014-A by assignment on file and of record in the office of the Chancery Clerk of Oktibbeha County, Mississippi, in Book 2015 at Page 3294 thereof; and

WHEREAS, the legal holder and beneficiary of said deed of trust, in accordance with the terms of said Deed of Trust, substituted Wilson Adams & Edens, P.A., Trustee, in place and stead of the original Trustee named in said Deed of Trust by Substitution of Trustee which is on file and

WA&E File #14-00914

of record in the office of the aforesaid Chancery Clerk in Book 2015 at Page 13061 thereof, the said Wilson Adams & Edens, P.A., being granted all the rights, powers and privileges of the said original Trustee named in said Deed of Trust; and

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire indebtedness secured thereby having been declared to be due and payable in accordance with the terms of said Deed of Trust, the legal holder of said indebtedness, having requested the undersigned Substitute Trustee to execute the trust and sell said land and property described in said Deed of Trust in accordance with the terms of said Deed of Trust for the purpose of raising the sums due thereunder, together with attorney's fees, trustee's fees and expenses of sale; and

WHEREAS, after posting and publication of the Notice of Sale as required by the terms of said Deed of Trust and the laws of the State of Mississippi, on the 28th day of September, 2015, at the South front door of the County Courthouse of Oktibbeha County, at Starkville, Mississippi, between the hours of 11:00 o'clock a.m. and 4:00 o'clock p.m., the undersigned Substitute Trustee did offer for sale at public outcry and did sell to the highest bidder for cash the following described land and property situated in Oktibbeha County, Mississippi, to-wit:

Commence at the intersection of the North right- of- way of Choctaw Street and the East right- of- way of Eutaw Street which is also the Point of Beginning and run North 29° 32' East along the East right-of-way of Eutaw Street for 175.0 feet; thence run North 89° - 20' East for 104.00 feet; thence run South 20°-24' West for 168.6 feet to the North right- of-way of Choctaw Street; thence run North 88° -12' West along said right-of- way for 130.1 feet to the Point of Beginning. Containing all of Lot 49 of Rolling Hills Subdivision, Part 2, Oktibbeha County, Mississippi.

WHEREAS, the undersigned Substitute Trustee offered the above described property for sale at public outcry as set forth above, and there appeared at said sale an agent for Needmore Properties LLC, bidding the sum of Sixty-Two Thousand Five Hundred One and 00/100 Dollars (\$62,501.00) for all of the above-described property and said property was struck off to Needmore Properties LLC, for said amount, and said bidder was declared the purchaser thereof.

NOW THEREFORE, in consideration of the premises and the sum of Sixty-Two Thousand Five Hundred One and 00/100 Dollars (\$62,501.00), cash in hand paid, the receipt of which is hereby acknowledged, Wilson Adams & Edens, P.A., Substitute Trustee, does hereby sell and convey to Needmore Properties LLC, all of the above-described property, conveying only such title as is vested in them as Substitute Trustee.

Book 2016 Page 643
Mortgage
01/13/2016 01:56:06 PM

WITNESS MY SIGNATURE on this the 7th day of December, 2015.

WILSON ADAMS & EDENS, P.A.
SUBSTITUTE TRUSTEE

BY: 
MERIDETH J. DRUMMOND

STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Merideth J. Drummond, with whom I am personally acquainted and who acknowledged that she is an authorized signor of the within named Wilson, Adams & Edens, P.A., Substitute Trustee, and that she signed and delivered the within and foregoing instrument of writing on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 7th day of December, 2015.


NOTARY PUBLIC

My Commission Expires:

6/14/19



Oktibbeha County, MS
I certify this instrument was filed
on 01/13/2016 01:56:06 PM
and recorded in the
Mortgage
Book 2016 Page 642 - 644
Monica Banks, Chancery Clerk

WA&E File #14-00914

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on Monday, March 18, 2024, at approximately 12:48 hrs.

(CALL CARD)

Call # 24-009221
Date/Time 03/18/2024 12:48:38
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
49CHOCTAW

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	12:48:38	12:48:38	12:51:04		

Notes

3/18/2024 12:50:32 PM	PEREZ, S	CASE #24-000170 DILAPIDATED STRUCTURE
3/18/2024 12:50:39 PM	PEREZ, S	PHOTOS TAKEN
3/18/2024 12:50:56 PM	PEREZ, S	FROM THE ROAD WAY

(SOUTH SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(NORTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



Violation Notice issued pages 1-2, Tuesday, March 19, 2024 and mailed to a Mr. Bradley Reeves.

City of Knoxville, TN	
FIRST NOTICE OF VIOLATION	
Property Name 10000 Highway 58 Knoxville, TN 37921 Residential - not permitted	Case No. 20240319-0001 Issued March 19, 2024
VIOLATION LOCATION Address: 10000 Highway 58 Knoxville, TN 37921	VIOLATION DESCRIPTION Unauthorized structure on property
The inspection of the above referenced property was made on March 19, 2024. As a result of this inspection, the following violations were noted on page one of this document.	
This document contains information that you will need to bring the property into compliance no later than April 19, 2024.	
If you do not bring this property into compliance, then the city will issue a citation and/or take other measures and the city will report this property for the cost of the violation.	
Your cooperation in this matter is greatly appreciated. If you are in further violation of the city code, you will be issued a citation and/or other measures and the city will report this property for the cost of the violation.	
Signed by:  Sarah Pinner, Code Enforcement Officer KNOX000000 Sarah Pinner, Officer C, Pinner	

Page 1/2

City of Knoxville, TN	
Violations Listing	
Violations Listing Unauthorized structure on property - not permitted Property is located at 10000 Highway 58, Knoxville, TN 37921. The structure is a 1000 sq. ft. building with a metal roof and is not permitted on this property.	DESCRIPTION Unauthorized structure on property - not permitted Property is located at 10000 Highway 58, Knoxville, TN 37921. The structure is a 1000 sq. ft. building with a metal roof and is not permitted on this property.
VIOLATION Unauthorized structure on property - not permitted	DESCRIPTION Unauthorized structure on property - not permitted Property is located at 10000 Highway 58, Knoxville, TN 37921. The structure is a 1000 sq. ft. building with a metal roof and is not permitted on this property.
	

Page 2/2

Violation Notice issued pages 1-2, Tuesday, March 19, 2024 and mailed to a Mr. William C. Reeves.

City of Knoxville, TN	
FIRST NOTICE OF VIOLATION	
Property Name 10000 Highway 58 Knoxville, TN 37921 Residential - not permitted	Case No. 20240319-0002 Issued March 19, 2024
VIOLATION LOCATION Address: 10000 Highway 58 Knoxville, TN 37921	VIOLATION DESCRIPTION Unauthorized structure on property
The inspection of the above referenced property was made on March 19, 2024. As a result of this inspection, the following violations were noted on page one of this document.	
This document contains information that you will need to bring the property into compliance no later than April 19, 2024.	
If you do not bring this property into compliance, then the city will issue a citation and/or take other measures and the city will report this property for the cost of the violation.	
Your cooperation in this matter is greatly appreciated. If you are in further violation of the city code, you will be issued a citation and/or other measures and the city will report this property for the cost of the violation.	
Signed by:  Sarah Pinner, Code Enforcement Officer KNOX000000 Sarah Pinner, Officer C, Pinner	

Page 1/2

City of Knoxville, TN	
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Page 2/2

Violation Notice issued pages 1-2, Tuesday, March 19, 2024 and mailed to Needmore Properties LLC.

City of Knoxville, TN	
FIRST NOTICE OF VIOLATION	
Property Name 10000 Highway 58 Knoxville, TN 37921 Residential - not permitted	Case No. 20240319-0003 Issued March 19, 2024
VIOLATION LOCATION Address: 10000 Highway 58 Knoxville, TN 37921	VIOLATION DESCRIPTION Unauthorized structure on property
The inspection of the above referenced property was made on March 19, 2024. As a result of this inspection, the following violations were noted on page one of this document.	
This document contains information that you will need to bring the property into compliance no later than April 19, 2024.	
If you do not bring this property into compliance, then the city will issue a citation and/or take other measures and the city will report this property for the cost of the violation.	
Your cooperation in this matter is greatly appreciated. If you are in further violation of the city code, you will be issued a citation and/or other measures and the city will report this property for the cost of the violation.	
Signed by:  Sarah Pinner, Code Enforcement Officer KNOX000000 Sarah Pinner, Officer C, Pinner	

Page 1/2

City of Knoxville, TN	
Violations Listing	
Violations Listing Unauthorized structure on property - not permitted Property is located at 10000 Highway 58, Knoxville, TN 37921. The structure is a 1000 sq. ft. building with a metal roof and is not permitted on this property.	DESCRIPTION Unauthorized structure on property - not permitted Property is located at 10000 Highway 58, Knoxville, TN 37921. The structure is a 1000 sq. ft. building with a metal roof and is not permitted on this property.
VIOLATION Unauthorized structure on property - not permitted	DESCRIPTION Unauthorized structure on property - not permitted Property is located at 10000 Highway 58, Knoxville, TN 37921. The structure is a 1000 sq. ft. building with a metal roof and is not permitted on this property.
	

Page 2/2

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on March 22, 2024, at approximately 08:57 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call #	24-009735	Dispatcher	PEREZ, S
Date/Time	03/22/2024 08:57:30	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	1
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
49 CHOCTAW ST			
STARKVILLE, MS			
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
PEREZ, S	08:57:30	08:57:30	08:59:07
De-Assign	Case Number		
Notes			
3/22/2024 8:58:15 AM	PEREZ, S	CASE #24-000107	
3/22/2024 8:58:59 AM	PEREZ, S	PHOTOS TAKEN FROM THE ROAD NO CHANGE HAS BEEN MADE TO THE APPERANCE OF THE PROPERTY	

(NORTH SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



Photographs below were taken by Officer Sarah Perez on April 3, 2024, public hearing notices were posted in the front window at City Hall.(PDF OF THE PUBLIC HEARING NOTICE)

Needmore Properties LLC
1200 Meadowbrook Rd. unit 27
Jackson, MS 39206

NOTICE

PARCEL NUMBER: 118B-00-129.00

49 Choctaw Rd., Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **May 7, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

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

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

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

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



Public Hearing notice was posted on the property on April 4, 2024.

(CALL CARD)

Call # 24-011322
Date/Time 04/04/2024 09:20:04
Type CODE ENFORCEMENT
How Rcvd RADIO
Sent To Dispatch 04/04/2024 09:20:17

Dispatcher MULLEN, T
Disposition CALL COMPLETED- NO REPORT
Zone 1

Location Address

49 CHOCTAW ST
STARKVILLE, MS

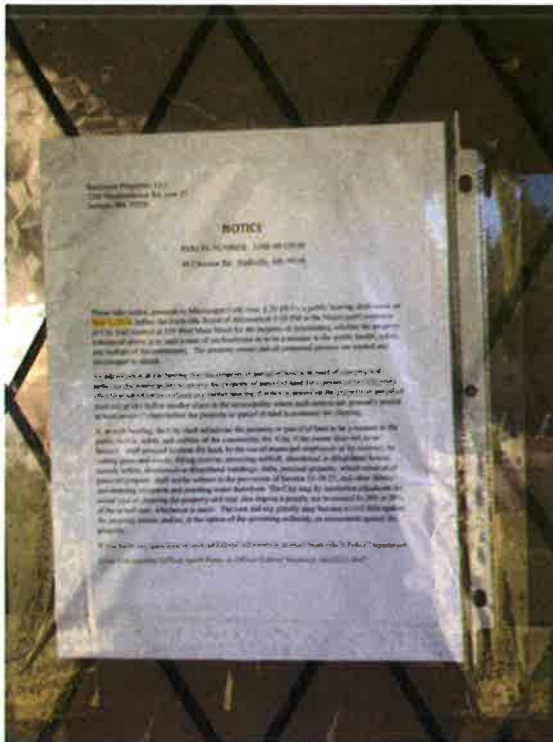
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	09:20:21	09:20:22	09:30:26		
PEREZ, S	09:20:25	09:20:26	09:30:26		

Notes

4/4/2024 9:29:26 AM PEREZ, S
4/4/2024 9:30:09 AM PEREZ, S

PUBLIC HEARING NOTICE POSTED ON THE MAIN
ENTERANCE OF THE SOUTH SIDE OF THE PROPERTY
PHOTOS TAKEN FROM THE ROAD SHOWING NO
CHANGE IN THE APPERANCE OF THE PROPERTY











Public Hearing notice mailed to the property owner via certified mail on April 9, 2024
(PHOTOS OF CERTIFIED MAIL SENT)



On April 18, 2024 an Administrative Inspection Warrant was issued signed by Judge Carpenter.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi. Sergeant Scotty Carrithers is known to be credible persons, who after being first duly sworn, depose and say:

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

The entire house including any locked or secured rooms or compartments at 49 Choctaw Rd., Starkville, Oktibbeha, Mississippi, and any out buildings on the property to include any garage and storage buildings.

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

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

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

Witness my hand on this the 18th day of April 2024.

Larry L. Carpenter
Justice Court Judge



The photographs below were taken when Sergeant Scotty Carrithers executed the Administrative Inspection Warrant at the third inspection on April 19, 2024 at approximately 14:19 hrs. Showing no apparent change having been made to change the appearance of the property. There is extensive deterioration throughout the structure inside and outside. The roof has several holes, there is missing fascia and soffit, the inside has collapsed ceilings, extensive water damage, and mold throughout.

(CALL CARD)

Call # 24-013346
Date/Time 04/19/2024 14:19:58
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher EWING, F
Disposition NO ACTION
Zone 1

Location Address
49 CHOCTAW ST
STARKVILLE, MS

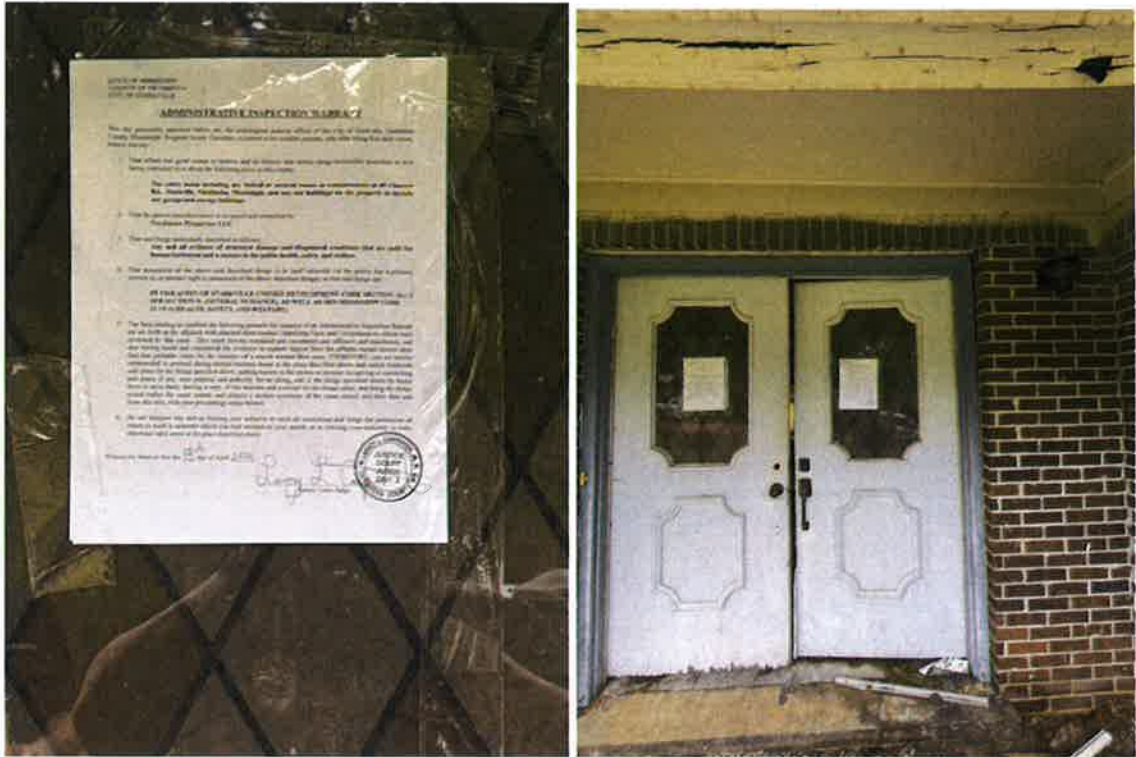
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	14:19:58	14:19:58	14:50:55		
CARRITHERS, S	14:21:06	14:21:11	15:08:22		

Notes

4/19/2024 2:49:48 PM	STEENWYK, G	ADMINISTRATIVE SEARCH WARRANT SERVED
4/19/2024 2:49:54 PM	STEENWYK, G	PHOTOS TAKEN
4/19/2024 2:50:36 PM	STEENWYK, G	COPY OF WARRANT LEFT ON MAIN ENTRANCE

A copy of the Administrative Inspection Warrant was left taped to the main entrance of the structure.























**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department

AGENDA DATE: May 7, 2024

PAGE: Page 1 of 31

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 47 Biggs Rd., Starkville, MS 39759, with the parcel number 159M-00-001.00, is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 47 Biggs Rd., Starkville, MS 39759, with the parcel number 159M-00-001.00, was performed by Code Enforcement Officer Sarah Perez on March 4, 2024, and re-inspection on March 22, 2024, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the exterior of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors.

Public Notices of the public hearing were posted on the front entrance window at City Hall on April 3, 2024. Public Notices of the public hearing were posted on the subject property and a third inspection of the property was done on April 4, 2024, showing that no attempts to resolve the issues have been made. Notification letters of the public hearing were sent to all three owners on April 9, 2024, to the property tax payer/owners Delvin McLain & Debra Moore & Anthony McLain 400 Yeates Sbd Rd, Starkville, MS 39759, 33 BIGGS RD, Starkville, MS 39759, and 402 EAST SWANN ST, MEXIA. TX 76667

Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected.

The final inspection was done by Officer Sarah Perez before submission of documents on April 12, 2024 at approximately 10:44 hrs.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Gabriel Steenwyk @ 662-323-4847

SUGGESTED MOTION:

Move to determine the building, located at 47 Biggs Rd., Starkville, MS 39759, with the parcel number 159M-00-001.00, is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated.

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 3/22/2024

Tax Year 2023

Records Last Updated 3/21/2024

PROPERTY DETAIL	
OWNER MCLAIN DELVIN & MOORE DEBRA &	ACRES : **NA**
MCLAIN ANTHONY	LAND VALUE : 7500
400 YEATES SUBDIVISION	IMPROVEMENTS : 250
STARKVILLE MS 39759	TOTAL VALUE: 7750
	ASSESSED : 1163

PARCEL 159M-00-001.00

ADDRESS 47 BIGGS RD

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	64.10	0.00	64.74
CITY	37.22	0.00	37.59
SCHOOL	76.73	0.00	77.50
TOTAL	178.05	0.00	179.83 1.00% Penalty

[Pay Taxes](#)

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL LOTS 1 & 2 DR FRANK BARR SUB
HOMESTEAD CODE None	2021/6691
TAX DISTRICT 2110	MAP 159M DB/PG 353/126 2021/66
PPIN 006549	66
SECTION 31	B 2021 P 6691 09/08/2021
TOWNSHIP 19N	
RANGE 15E	

Book 2021

Page 6691

PURCHASE COUNTY TAX SALE FILES

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

[Back](#)

47 Biggs Rd., Starkville, MS 39759 Property Deed pages 1-3, showing ownership of the property being Mr. Delvin McClain, Mrs. Debra Moore, and Mr. Anthony McClain



Book:2021 Page:6691-6693

Deed

RCD: 09/08/2021 @ 10:10:10 AM

Oktibbeha County, MS

Sharon Livingston Chancery Clerk

PREPARED BY:

Jim Arnold
MSB No. 1625
435 East Beacon Street
Philadelphia, MS 39350
Telephone: (601) 656-6914

RETURN TO:

Jim Arnold
MSB No. 1625
435 East Beacon Street
Philadelphia, MS 39350
Telephone: (601) 656-6914

INDEXING: 1.0 acres more or less situated in the Northeast corner of the Northwest Quarter of Southeast Quarter of Southwest Quarter of Section 31, Township 19 North, Range 15 East, Oktibbeha County, Mississippi.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **CLARETHA HOGAN JOHNSON**, of 1499 Rock Hill Road, Starkville, MS 39759, telephone number (662) 617-5279, does hereby convey and warrant unto: **DELVIN MCCLAIN** of 400 Yeates Subdivision, Starkville, Mississippi 39759, Telephone number (662) 312-4145, **DEBRA MOORE** of 33 Biggs Road, Starkville, MS 39759, Telephone number (662)-341-0248 and **ANTHONY MCCLAIN** of 402 East Swann Street, Mexia, Texas 76667,

Telephone number (903) 467-7953, as tenants in common, the following described real property located and situated in Oktibbeha County, Mississippi, to-wit:

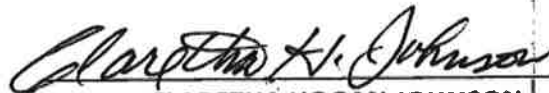
1 acre more or less situated in the Northeast corner of the Northwest Quarter of Southeast quarter of Southwest quarter of Section 31, Township 19 North, Range 15 East, being more particularly described as:

Commence at the Northeast corner of said Northwest quarter of Southeast quarter of Southwest quarter of Section 31 as the point of beginning; thence run West 320 feet; thence run South 132 feet; thence run East 320 feet; thence run North 132 feet to the point of beginning.

For Further reference see Deed Book 2011 at Pages 6666-6668 located in the Official Land Records of Oktibbeha County, Mississippi.

This conveyance is subject any rights of way, easements or mineral reservations applicable to the property, any and all private land use covenants and agreements, prior reservations or conveyances of all oil, gas or mineral rights in, on and under said land by prior owners, rights of parties in actual possession of subject property and whose possession is not shown by public record, compliance with any local state or federal environmental or hazardous substance law or regulation is hereby excepted from the warranty of this conveyance and prior reservation of all oil, gas and other minerals, if any.

WITNESS MY SIGNATURE on this the 8 day of Sept., 2021.


CLARETHA HOGAN JOHNSON

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

PERSONALLY, APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, the within named, CLARETHA HOGAN JOHNSON, who acknowledged that she signed and delivered the above and foregoing Warranty Deed on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 8 day of

Sept., 2021.

My Commission Expires:

MY COMMISSION EXPIRES JAN. 2024



Sharon Livingston, Clerk
Notary Public
By Ava Harris, DC

OKTIBBEHA COUNTY MS SHARON LIVINGSTON CHANCERY CLERK
I CERTIFY THIS INSTRUMENT WAS FILED ON 9/8/2021 10:10:10 AM AND RECORDED IN Deed 2021 6691

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on March 4, 2024, at approximately 13:33 hrs.

(CALL CARD)

(SOUTH SIDE OF PROPERTY)

Call #	24-007498	Dispatcher	PEREZ, S
Date/Time	03/04/2024 13:33:33	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
	47 BIGGS RD		
	STARKVILLE, MS 39759		
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
PEREZ, S	13:33:33	13:33:33	13:39:27
De-Assign			Case Number
Notes			
3/4/2024 1:38:27 PM	PEREZ, S	CASE #24-000146	
3/4/2024 1:39:15 PM	PEREZ, S	PHOTOS TAKEN OF STRICUTURE FROM PUBLIC ROAD WAY	



(SOUTHWEST SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(NORTH SIDE OF PROPERTY)



Violation Notice issued pages 1-9, March 6, 2024 sent to all three owners.

STARKVILLE

City of Starkville, MS
39212, Lumbert St
Starkville, MS 39204
Phone: 662-322-3997

FIRST NOTICE OF VIOLATION
Case No. 24-00104
Issued March 05, 2024

VIOLATION LOCATION
17444th St
Starkville, MS 39208

LEGAL DESCRIPTION
Lots 1 & 2 of Property Sub

An inspection of the above referenced property was made on March 04, 2024. As a result of this inspection, the following description on page two of this document was completed:

This is your official notice that you will need to bring the property into compliance no later than March 19, 2024.

If you fail to bring this property into compliance, then the city will issue a citation and/or place this violation and file a lien against this property for the cost of the resolution.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or if you have any questions regarding this matter, please contact the office at (662) 322-3997.

Signed By: 
Anthony McElain, City Administrator/Official
cc: 662-322-3997, 662-322-3997, 662-322-3997

Violations Listing

Violated Structures (see A-24-00104)
As a result of this inspection, the following violations were noted:
Property is subject of and intended to be returned to its original condition.

VIOLATION	DESCRIPTION
Remove Unapproved Structures	It is the duty of the property owner to remove any unapproved structures.



Page 1 of 1

Page 2 of 2

Page 3 of 3

Page 4 of 4

Page 5 of 5

Page 6 of 6

Page 7 of 7

Page 8 of 8

Page 9 of 9

9

STARKVILLE

City of Starkville, MS
39201-4177
Starkville, MS 39201
Phone: 662-321-4447

FIRST NOTICE OF VIOLATION

Case No. 24-00149
Issued: March 04, 2024

VIOLATION LOCATION

41 Dugan Rd
Starkville, MS 39201

LEGAL DESCRIPTION

Lot 4 & B 1a Dugan Road Sub

An inspection of the above referenced property was made on March 04, 2024. As a result of this inspection, the violations are listed on page two of this document and are as follows:

This is your official notice that you will need to bring the property into compliance not later than March 18, 2024.

If you do not bring the property into compliance, then the City will issue a citation and/or abate the violation and the abatement cost will be assessed to the owner of the property.

Your cooperation in this matter is greatly appreciated. If you have any questions or concerns regarding this matter, please contact this office at (662) 321-4447.

Signed By: 

Sarah Perez, Code Enforcement Officer

RECEIVED: ANTHONY MCGUIRE, DEBRA MADRA, Debra Madra

Violations Listing

Dilapidated Structures (Section 17.02.01)

Property or portion of same determined to be hazardous to public health, safety and welfare.

CORRECTION	DESCRIPTION
Remove Dilapidated Structures (Section 17.02.01)	On the city of Starkville in order to comply with existing ordinances.

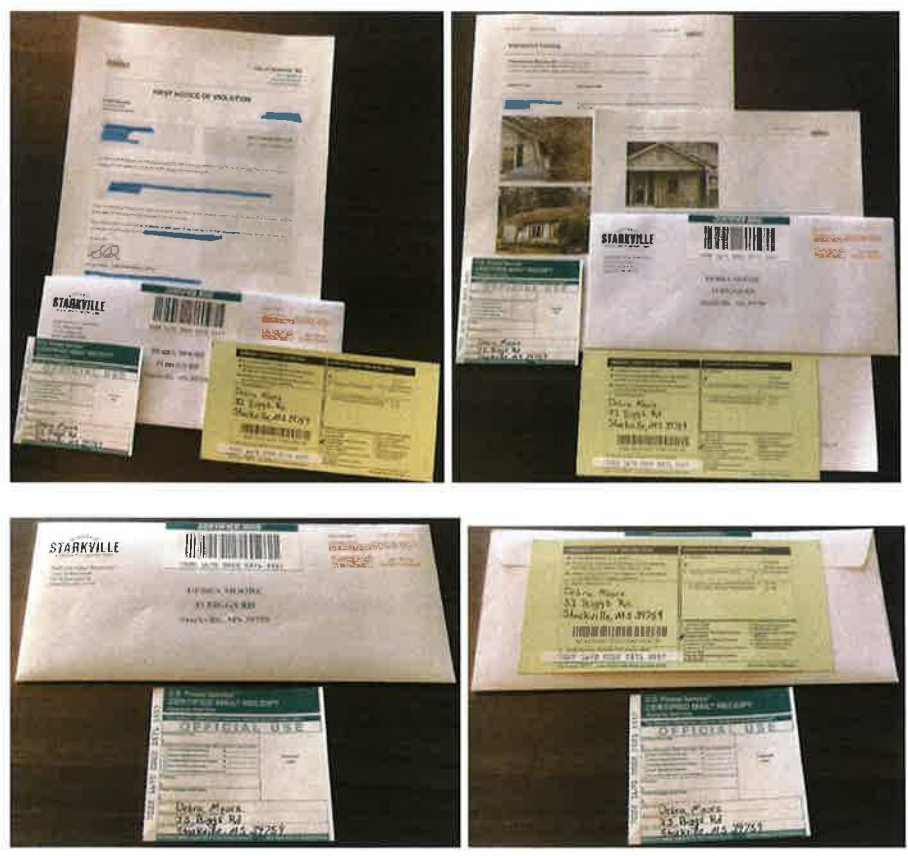


PHOTO 1

PHOTO 2

PHOTO 3

PHOTO 4



10

STARKVILLE

City of Starkville, MS

301 E. Main St.

Starkville, MS 39759

Phone: (662) 323-5877

Violations Listing

Disapidated Structures Act (Ordinance 17-10-17)

Property is placed at and deemed to be subject to public health, safety, and welfare.

STARKVILLE

301 E. Main St.

Starkville, MS 39759

Phone: (662) 323-5877

STARKVILLE

301 E. Main St.

Starkville, MS 39759

Phone: (662) 323-5877

STARKVILLE

301 E. Main St.

Starkville, MS 39759

Phone: (662) 323-5877

STARKVILLE

301 E. Main St.

Starkville, MS 39759

Phone: (662) 323-5877

11

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on March 22, 2024, at approximately 09:14 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call #	24-009737	Dispatcher	PEREZ, S		
Date/Time	03/22/2024 09:14:51	Disposition	REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	47 BIGGS RD				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:14:51	09:14:51	09:27:12		
Notes					
3/22/2024 9:26:26 AM	PEREZ, S	CASE #24-000146			
3/22/2024 9:27:02 AM	PEREZ, S	PHOTOS TAKEN FROM THE ROAD SHOWING NO CHANGE IN THE APPEARANCE OF THE PROPERTY			

(SOUTH SIDE OF PROPERTY)



(SOUTHWEST SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(NORTH SIDE OF PROPERTY)



Photographs below were taken by Officer Sarah Perez on April 3, 2024, public hearing notices were posted in the front window at City Hall. Also posted on the property on April 4, 2024 and mailed to the property owner via certified mail April 9, 2024

(PDF OF THE PUBLIC HEARING NOTICE)

Delvin McLain & Debra Moore & Anthony McLain
400 Yeates Sbd Rd, Starkville, MS 39759
33 BIGGS RD, Starkville, MS 39759
402 EAST SWANN ST, MEXIA, TX 76667

NOTICE

PARCEL NUMBER: 159M-00-001.00

47 Biggs Rd., Starkville, MS 39759

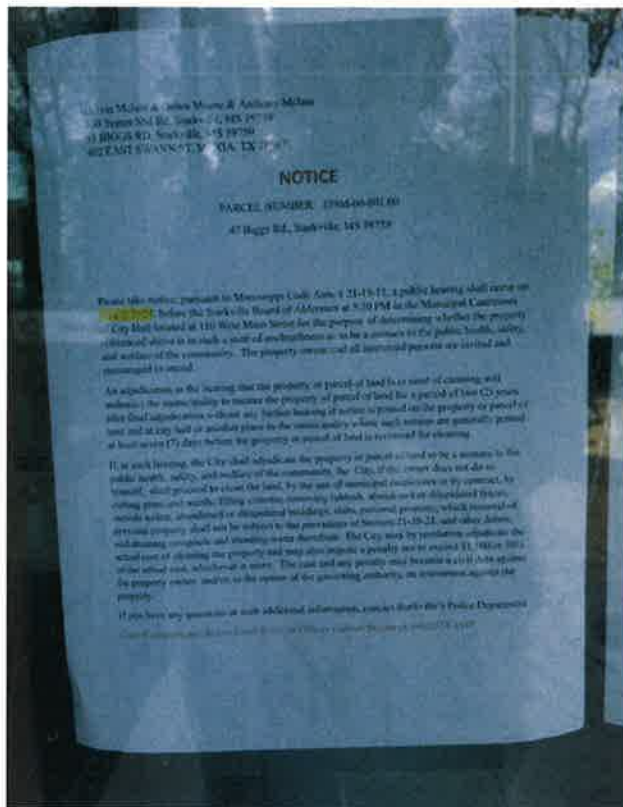
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **May 7, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

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

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

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



(CALL CARD)

Call # 24-011328
Date/Time 04/04/2024 11:00:35
Type CODE ENFORCEMENT
How Rcvd RADIO
Sent To Dispatch 04/04/2024 11:00:53

Dispatcher MULLEN, T
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address
 47 BIGGS RD
 STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	11:00:55	11:01:07	11:16:21		
PEREZ, S	11:01:28	11:01:30	11:16:21		

Notes

4/4/2024 11:10:57 AM	PEREZ, S	POSTED PUBLIC HEARING NOTICE ON WEST SIDE WINDOW OF THW STRUCTURE
4/4/2024 11:12:10 AM	PEREZ, S	SPOKE WITH MR DELVINE MCCLAIN ON THE PHONE AND MADE HIM AWARE OF THE NOTICE BEING POSTED
4/4/2024 11:12:27 AM	PEREZ, S	PHOTOS WERE TAKEN FROM THE ROAD

(POSTED ON THE STRUCTURE)



The photographs below were taken by Officer Sarah Perez at the third inspection on April 4, 2024. Showing no apparent change having been made to change the appearance of the property.







Public Hearing notice mailed to the property owner on April 9, 2024
(PHOTOS OF CERTIFIED MAIL SENT)



Photographs for the final inspection were taken by Officer Sarah Perez on April 12, 2024 at approximately 10:44 hrs. Mr. Delvin McClain, identified by his MS driver license, was at the location and signed a permission to search form. He also accompanied us throughout the property.

(CALL CARD)

Call #
Date/Time
Type
How Rcvd
Sent To Dispatch

24-012311
04/12/2024 10:44:33
CODE ENFORCEMENT
PHONE
04/12/2024 10:44:41

Dispatcher
Disposition
Zone

MULLEN, T
CALL COMPLETED- NO REPORT
Zone

Location Address

47 BIGGS RD
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	10:45:05	10:47:58	11:11:02		
PEREZ, S	11:10:18	11:10:19	11:11:02		

Notes

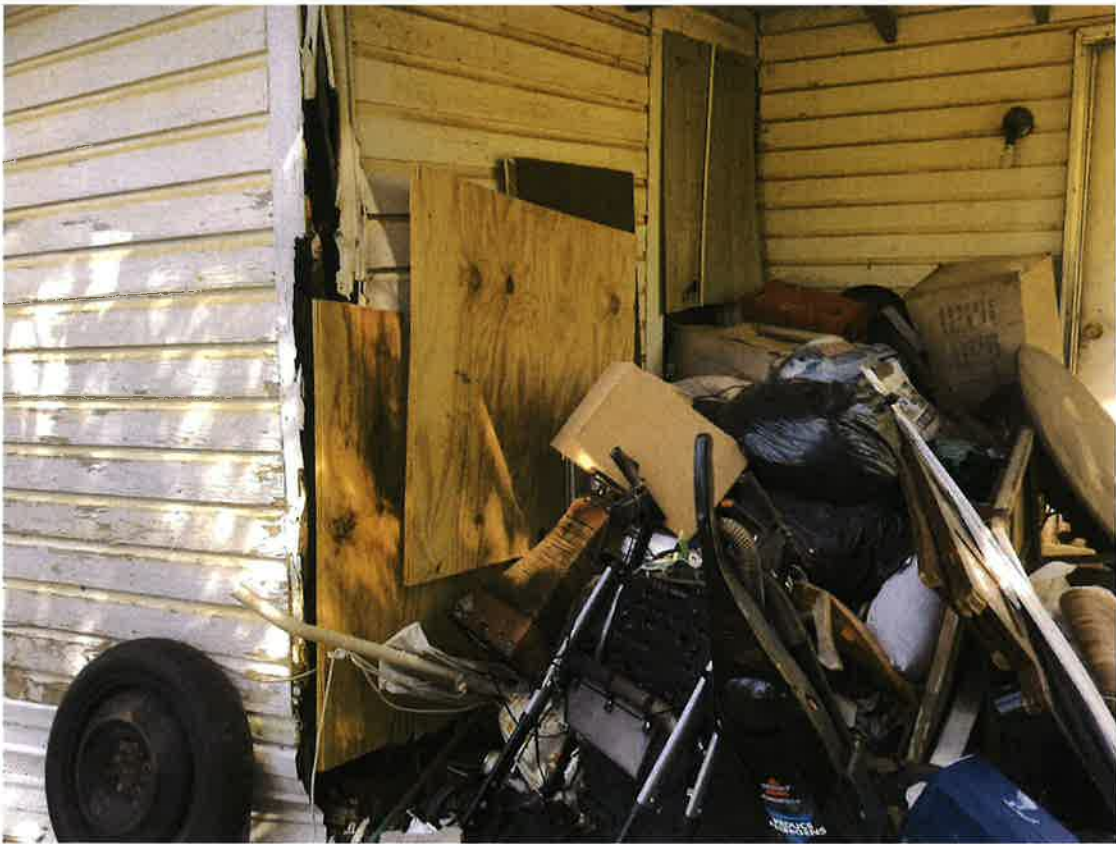
4/12/2024 11:10:34 AM	MULLEN, T	DESMOND MCCLAIN ON SIGHT
4/12/2024 11:10:45 AM	MULLEN, T	SIGNED PERMISSION TO SEARCH FORM
4/12/2024 11:10:57 AM	MULLEN, T	PHOTOS TAKEN

STARKVILLE POLICE DEPARTMENT PERMISSION TO SEARCH					
I, <u>Darin Meekin</u> have been informed by <u>Off. Sarah Perez</u> and <u>Off. Gabriel Stearns</u> who made proper identification as a(n) authorized law enforcement officer(s) of the Starkville Police Department of my constitutional rights not to have a search made of the premises and property owned by me and/or under my care, custody and control, without a search warrant. Knowing of my lawful rights to refuse to consent to such a search, I willingly give my permission to the above named officer(s) to conduct a complete search of the premises and property, including all buildings and vehicles, both inside and outside the property located at <u>47 Biggs Rd Starkville, MS 39759</u> The above said officer(s) further have my permission to take from my premises and property, any letters, papers, materials or any other property or things which they desire as evidence for criminal prosecution in the case or cases under investigation. This written permission to search without a search warrant is given by me to the above officer(s) voluntarily and without any threats or promises of any kind, at <u>10:48AM</u> on this <u>12th</u> day of <u>April</u> 20<u>24</u>. <table border="0"><tr><td><u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 84131</u> Phone</td><td><u>[Signature]</u> Signed <u>400 Yates School Rd</u> Address <u>662-312-4145</u> Phone</td></tr><tr><td><u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 84131</u> Phone</td><td><u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 4131</u> Phone</td></tr></table>		<u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 84131</u> Phone	<u>[Signature]</u> Signed <u>400 Yates School Rd</u> Address <u>662-312-4145</u> Phone	<u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 84131</u> Phone	<u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 4131</u> Phone
<u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 84131</u> Phone	<u>[Signature]</u> Signed <u>400 Yates School Rd</u> Address <u>662-312-4145</u> Phone				
<u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 84131</u> Phone	<u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 4131</u> Phone				
SPD 35	Rev. 5-28-08				

(PHOTOGRAPHS OF PROPERTY)



























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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: May 7, 2024
PAGE: Page 1 of 1

SUBJECT:

Consideration of approving the Franchise Agreement between the City of Starkville and 4-County, LLC/DBA FASTnet

SUMMARY: This agreement provides FASTnet the right to use the City's ROW to install their fiber along the lines in conjunction with the existing territory belonging to 4-County with 2% fee on the gross revenue

REQUESTING DEPARTMENT: Mayor

FUNDING SOURCE: N/A

FOR MORE INFORMATION CONTACT:

Lynn Spruill @ 662-323-2525 or l.spruill@cityofstarkville.org

SUGGESTED MOTION:

Move approval of the franchise agreement with 4-County, LLC d/b/a/ FASTnet for a 2% gross revenue to the City of Starkville for the use of the City's rights of way.

Master Services Agreement

This Master Services Agreement constitutes a contract for services (“Contract”) between the City of Starkville acting on behalf of its Utilities Department, City of Starkville, Mississippi and 4-County Fiber, LLC, dba FASTnet, a Mississippi Limited Liability Company, P.O. Box 8466 Columbus, MS 39705 (“FASTnet”).

RECITALS

WHEREAS, FASTnet desires to implement a fiber optic network system on 4-County electrical system and desires to install a fiber optic network system on 4-County certificated electrical service territory within the corporate limits, and

WHEREAS, FASTnet has fiber optic system technology; and

WHEREAS, City of Starkville has agreed to grant to FASTnet access to and a license to use the facilities described herein for purposes of installing a fiber optic network on 4-County electrical system and endeavoring to provide broadband services to Electric Department’s customers; and

WHEREAS, the City of Starkville has agreed to grant to FASTnet access to and a license to use the Right of Way (ROW) for FASTnet to install and operate equipment and materials in connection with the installation of the fiber optic network;

NOW, THEREFORE, in consideration of the mutual obligations of the Parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

1. Subject Matter, Obligations of the Parties. This Contract is for the furnishing and installation by FASTnet of the herein described facilities and equipment to make available to residential and business locations on 4-County electrical system a “Fiber to the Premises.” The location of the services to be provided by FASTnet as part of the Contract are depicted on 4-County (Map of Service Territory) and shall include approximately _____ miles of fiber optic cable. In furtherance of this Contract, the parties agree as follows:

- (a) The City of Starkville grants FASTnet a license to install its fiber within 4-County electric supply space at a height approximately 10 inches below 4-County neutral conductor per the requirements of the National Electric Safety Code (NESC).
- (b) FASTnet agrees and covenants that, in preparing to install FASTnet’s fiber optic cable, FASTnet shall, where necessary, clear the ROW along 4-County power lines and prepare 4-County utility poles for attachment of FASTnet’s fiber optic cable (“Make Ready”).
- (c) 4-County agrees and covenants that FASTnet shall not be required to replace 4-County utility poles to achieve a required minimum clearance under the NESC, but if replacement is required and FASTnet replaces a Pole, FASTnet will incur the cost of replacement poles as needed.
- (d) FASTnet’s make-ready costs will be determined based upon subcontractor bids and material costs. Notwithstanding these uncertainties, the Parties hereto agree that pole attachment fees shall be credited toward FASTnet’s costs related to any described pole replacements, Make Ready costs, and costs of the described ROW line clearing.
- (e) City of Starkville pole attachment fees shall be the existing schedule with the City of Starkville per utility pole for 2024. The pole attachment fees are set by the Tennessee Valley Authority, and both parties shall accept necessary adjustments to the pole attachment fee as required to meet the standards set by the Tennessee Valley Authority.
- (f) In accordance with Miss. Code Ann. §77-3-17 FASTnet shall remit to the City of Starkville the sum of 2% of all its gross revenue of broadband internet sales to include advertising and 3rd party

premium channel sales at the end of each 4 County LLC's fiscal quarter. Customer sales taxes should be identified and remitted to the MS Department of Revenue as collections within the city's corporate limits.

2. Term. To the extent allowed by law, this Agreement shall begin on the date the last entity approves same and shall continue until midnight on the date that is 20 years after such approval unless earlier terminated by a non-breaching party due to a material breach of this Agreement by the other party. 4-County recognizes that FASTnet, to provide the services specified in this Agreement, will incur significant up-front capital costs in order to provide the services specified in this Agreement and that it takes years after the initial investment to earn a return on the investment. Therefore, it is agreed that if 4-County terminates this Agreement in the absence of a material breach by FASTnet or other actions by FASTnet, which constitutes a reasonable basis for the termination, before the initial term expires, 4-County shall remit to FASTnet a percent of its capital costs according to the following schedule:

- a. Year 1 – Ninety-five percent (95%) of FASTnet's capital cost.
- b. Year 2 – Ninety percent (90%) of FASTnet's capital cost.
- c. Year 3 – Eighty-five percent (85%) of FASTnet's capital cost.
- d. Year 4 – Eighty percent (80%) of FASTnet's capital cost.
- e. Year 5 – Seventy-five percent (75%) of FASTnet's capital cost.
- f. Year 6 – Seventy percent (70%) of FASTnet's capital cost.
- g. Year 7 – Sixty-five percent (65%) of FASTnet's capital cost.
- h. Year 8 – Sixty percent (60%) of FASTnet's capital cost.
- i. Year 9 – Fifty-five percent (55%) of FASTnet's capital cost.
- j. Year 10 – Fifty percent (50%) of FASTnet's capital cost.
- k. Year 11 – Forty-five percent (45%) of FASTnet's capital cost.
- l. Year 12 – Forty percent (40%) of FASTnet's capital cost.
- m. Year 13 – Thirty-five percent (35%) of FASTnet's capital cost.
- n. Year 14 – Thirty percent (30%) of FASTnet's capital cost.
- o. Year 15 – Twenty-five percent (25%) of FASTnet's capital cost.
- p. Year 16 – Twenty percent (20%) of FASTnet's capital cost.
- q. Year 17 – Fifteen percent (15%) of FASTnet's capital cost.
- r. Year 18 – Ten percent (10%) of FASTnet's capital cost.
- s. Year 19 – Five percent (5%) of FASTnet's capital cost.
- t. Year 20 – Five percent (5%) of FASTnet's capital cost.

It is also understood and agreed that upon expiration or termination of this Agreement, FASTnet shall have the right, but not the obligation, to remove or abandon in place all or any part of the Fiber Optic facilities to be installed pursuant to this Agreement. Any part of the system abandoned by FASTnet shall become the property of 4-County. FASTnet agrees that it will, as soon as possible after termination, notify the City of Starkville in writing of its intent as to abandonment, but it shall not be deemed abandoned until affirmatively confirmed by FASTnet unless FASTnet fails to deliver its statement of intent in a reasonable time period following the termination.

3. Ownership of Fiber and end-customer Accounts. The fiber optic cable and any and all of its associated equipment shall at all times remain the sole and exclusive property of FASTnet. In the event of termination of this Contract, 4-County and/or FASTnet shall have the right to remove it from 4-County poles with no compensation, damages, or other fees being due to City of Starkville for such removal. It is agreed and understood that such equipment shall not be considered a fixture to real property. It is agreed and understood that FASTnet, which is bearing a substantial part of the costs to provide broadband services to 4-County customers, shall have the sole and exclusive rights to operate FASTnet's service and to negotiate the terms of service with the citizens of the City of Starkville and its commercial or industrial operators. Further, except as stated above, FASTnet shall not be required to account to the City of Starkville or otherwise share in the revenues generated by the provision of broadband services within the territory described in Attachment _____. The City of Starkville agrees that the provision of this broadband access to 4-County customers is adequate consideration to support a binding contract—subscriber Connections.

4. Fiber to the Premises. FASTnet will provide a terminated fiber to each Subscriber's Premises receiving FASTnet services in a manner to be determined by FASTnet. The location and the method of the installation will vary depending on the circumstances of the location of the Subscriber's Premises.

5. System Connection to the Premises. The following will apply to the connection to each Premises receiving FASTnet service:

a. 4-County will assist FASTnet or its designee in securing private property easement access rights necessary, advisable, or appropriate to connect the System from the Subscriber property boundary to the Premises. For the avoidance of doubt, in the event FASTnet cannot install fiber optic cable or other necessary equipment on private property because of a lack of a right to access the property, FASTnet shall not be required to make the System available to such Premises.

b. FASTnet shall have no duty to provide any additional connection after the terminated fiber has been taken to the Premises.

6. Project Management, Reporting and Compliance. FASTnet will assign a Project Manager to oversee the provision of network equipment and act as a primary point of contact with the City of Starkville during the operations phase. The Project Manager will provide the City of Starkville updates not less than quarterly through the initial buildout of the network. These reports will include service addresses where the new network is available, maps of service availability, and documents outlining progress.

7. Fees, Expenses, and Other Charges. Except as expressly set forth herein, each Party shall bear and be responsible for all of its own costs, fees, and expenses incurred in executing and performing this Agreement. For the avoidance of doubt, neither FASTnet nor any of its affiliated companies shall be responsible for any fee or payments to the City of Starkville in connection with this Agreement or the permitting process or for any assessment or tax levied by the City of Starkville for its use of the Public Way.

8. No Third-Party Beneficiaries. Nothing in this Agreement or in any prior agreement is or was intended to confer third-party beneficiary status on any party or person not a party to this Agreement, including a member of the public.

9. TO THE FULLEST EXTENT ALLOWED BY LAW, FASTnet MAKES NO REPRESENTATIONS OR WARRANTIES TO THE CITY OF STARKVILLE OR ANY PERSON WITH RESPECT TO THE SYSTEM (OR THE COMPONENTS THEREOF) AND HEREBY

DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT FASTnet MAY NOT AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY SUCH WARRANTIES, THE SCOPE AND DURATION OF SUCH WARRANTIES WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

10. Insurance. FASTnet shall, for the term of this Contract, maintain a policy of commercial liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of Mississippi, covering use and activity contemplated by this Contract with combined single limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. FASTnet shall also maintain motor vehicle insurance meeting the requirements of Mississippi law and covering every vehicle and driver involved in performing the Work and providing FASTnet services, in not less than the following amounts: (1) bodily injury liability with limits of \$1,000,000.00 each person and \$2,000,000.00 each accident; (2) property damage liability with a limit of not less than \$100,000.00 each accident. FASTnet will name the City of Starkville and its applicable designees, as certificate holders under the foregoing policies. FASTnet will also maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of Mississippi, with the City of Starkville as the certificate holder.

11. Force Majeure. Neither City of Starkville nor FASTnet will be liable for any failure or delay in performing its obligations or for any loss or damage resulting from any event or circumstance beyond the reasonable control of the party, including but not limited to an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism (including cyberterrorism), or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes ("Force Majeure Event"). However, a party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

12. Assignment and Survivorship. Except as otherwise provided herein, neither party may assign, sell, transfer, delegate, or in any other manner dispose of any of its rights, privileges, or obligations under this Contract without the other party's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any attempt to make any such assignment, sale, transfer, delegation or disposition without any such prior written consent of the other party shall be null and void.

13. No Joint Venture or Partnership Created. FASTnet and City of Starkville agree and understand that the parties hereto do not, by entry into this Agreement, create any joint enterprise or joint venture and that no partnership or other such operation is created by this Agreement.

14. Entire Agreement; Amendment. This Contract represents the entire agreement between the parties. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the City of Starkville and FASTnet.

15. Severability. Nothing contained in this Contract shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Contract and any law, such law shall prevail; provided, however, that in such event, the provisions of this Contract so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Contract shall be affected thereby and all such other provisions shall continue in full force and effect, except to the extent the affected provision is a material provision which negates the contemplated benefits of the transaction, in which event the

parties shall negotiate in good faith for alternatives to achieve the contemplated consideration, or the adversely impacted party shall have the right to terminate this Contract on one hundred-eighty (180) days' notice.

16. Books and Records; Project Audit. FASTnet agrees to maintain accurate books and records concerning the Project until final completion of installation of the Project and will make those books and records available to the City of Starkville, its agents, officers, and employees during FASTnet's normal business hours upon reasonable request. The City of Starkville shall have the right, upon reasonable notice, to conduct or cause to be conducted field inspections during such time to ensure that FASTnet is in compliance with this Contract. Such field inspections will be solely at City of Starkville expense.

17. Governing Law. The agreement and all provisions of this Contract shall be governed by and construed in accordance with the laws of the State of Mississippi without regard to such state's conflict of laws or provisions.

18. Notices. Any legal notice applicable under this Contract shall be given in writing and shall be effective and deemed to be properly given or served, if in writing and delivered personally, by courier or by registered mail to the following addresses.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

4-County Fiber, LLC

City of Starkville, By Its Governing Body

By: _____

By: _____

Name: _____

Name: D. Lynn Spruill

Title: _____

Title: Mayor

Date: _____

Date: _____



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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: May 7, 2024
PAGE: Page 1 of 1

SUBJECT:

Consideration of approving the agreement with the Mississippi Department of Transportation regarding reimbursement for litter pickup for those working off fines.

SUMMARY: This agreement allows the police department and the Chief's designee to monitor and utilize those working off fines to clean up MDOT rights of way and be reimbursed by the MDOT litter program.

REQUESTING DEPARTMENT: Mayor

FUNDING SOURCE: N/A

FOR MORE INFORMATION CONTACT:

Lynn Spruill @ 662-323-2525 or l.spruill@cityofstarkville.org

SUGGESTED MOTION:

Move approval of the agreement with MDOT regarding the litter pickup in MDOT rights of way for reimbursement toward the use of those working off fines within the City of Starkville.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU” or “Agreement”) is made and entered into by and between the Mississippi Transportation Commission, a body corporate of the State of Mississippi (“MTC”), acting by and through the duly-authorized Executive Director of the Mississippi Department of Transportation (“MDOT”), and the City of Starkville, Mississippi, (“City”), effective as of the date of latest execution below.

WITNESSTH:

WHEREAS ~~the Mississippi Transportation Commission~~MTC, through ~~the Mississippi Department of Transportation~~MDOT, is charged with the construction and maintenance of the State Highway System; and,

WHEREAS the City is a Mississippi Municipal Corporation; and,

WHEREAS the Chief of Police is the chief peace officer for the above-named City and is charged with the custody and attendant care of those persons incarcerated in the city jail; and,

WHEREAS the Chief of Police is authorized by statute to provide, and ~~the~~MTC may accept, ~~inmate laborers~~persons convicted of an offense, whether felony or misdemeanor, for work on the State Highway System,; pursuant to Mississippi Code Annotated Section~~§~~ 65-1-8(u); and,

WHEREAS, the City, the Chief of Police and MTC desire to adopt guidelines under which the Chief can provide ~~guarded inmates~~such convicted persons to ~~the~~MTC.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the City, ~~the~~Chief of Police, and MTC do agree as follows:

I. DEFINITIONS:

Chief of Police - the individual occupying the office of Chief of Police in the above-named city.

Inmates - ~~p~~Persons: a) who are incarcerated in a facility operated by the City;; b) who are on probation, or some form of restricted movement monitored by the Chief of Police;; or c) who have been ordered to provide community service under the Chief of Police’s supervision.

Police Personnel – Those ~~sworn~~officers and/or authorized individuals, as designated by the Chief of Police, assigned to guard the inmates during their participation on the litter removal crew.

II. SPECIFIC RECITALS:

In furtherance of this Agreements:

THE MTC WILL:

1. furnish the highway routes and instructions on where inmates will pick up litter;:-
2. furnish trash bags, safety vests, gloves, and advisory signs; and
3. reimburse the ~~e~~City for costs associated with the execution of this ~~a~~Agreement, including reimbursement to the ~~e~~City for the actual cost of the Police ~~p~~Personnel assigned to this duty, not to exceed \$15.00 per hour, not to exceed \$50,000 per state fiscal year unless expressly authorized in writing by ~~the~~MTC, and in addition thereto, reimburse the ~~county~~City for travel expenses calculated at the State of Mississippi current mileage rate for transporting inmates to and from the work site.

THE CHIEF OF POLICE WILL:

1. furnish inmates to pick up litter or perform maintenance activities on ~~the~~MTC's maintained highway system or other MTC property within the ~~county~~City;:-
2. furnish supervision of all inmates by Police Personnel;:-
3. furnish transportation for transporting inmates to and from the work site;:-
4. furnish lunch for all inmates;:-
5. furnish a minimum of a seven (7) hour workday, which includes all breaks and lunch;:-
6. place MTC-furnished advisory traffic signs in advance of the work sites pursuant to the MUTCD;:-
7. be responsible for all MTC-furnished equipment, signs, etc.;:-
8. place filled litter bags along the shoulder of the highway/street, pick up and dispose of same; ~~and~~:-
9. provide invoices to the District Engineer covering the services outlined in this MOU for review.

THE CITY WILL:

1. approve all necessary expenses incurred by the Chief of Police in fulfilling the terms of this MOU;:-
2. adjust the budget of the Chief of Police to allow for sufficient resources to be available for use in implementing the terms of this ~~agreement~~MOU;:- ~~and~~
3. provide MTC with appropriate accounting of all costs incurred in the execution of the terms of this MOU.

III GENERAL RECITALS:

A. NOTICE AND COMMUNICATION:

Any formal notice required under this Agreement shall be made to the appropriate party at the following addresses:

THE COMMISSION: Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS, 39125

THE CITY: City of Starkville, Mississippi

THE CHIEF: City of Starkville Police Department

Informal Communication between the Chief of Police and MTC/~~MDOT~~ shall be directly with each other. There shall be no communication through inmates.

B. ~~;~~ -AMENDMENTS:

This ~~Memorandum of Understanding~~ MOU may only be amended in writing as mutually agreed upon by the parties ~~in writing~~.

C. TERMINATION:

This ~~Memorandum of Understanding~~ MOU may be terminated by any of the parties by giving sixty (60) days prior written notice to the other.

D. SEVERABILITY:

Should any provision of this ~~a~~ Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi, or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this ~~a~~ Agreement shall remain in full force and effect.

E. LIABILITY:

It is further understood and agreed by both parties that the Chief of Police shall maintain full custody and control of all inmates involved in the above-mentioned ~~maintenance~~ work and shall be responsible for all inmate conduct and/or actions. ~~The~~ MTC shall in no way whatsoever be responsible for any such inmate conduct and/or actions.

F. RELATIONSHIP OF THE PARTIES:

While performing the duties anticipated by this Agreement, the Chief of Police and the Police Personnel, the City, and the inmates ~~and the persons performing community service~~

~~under the supervision of the City, a~~are not officers, agents, or employees of ~~the MTC or MDOT/MDOT~~. The said individuals shall not be entitled to any worker's compensation, unemployment compensation benefits, personal leave or medical insurance whatsoever. It is further understood that the consideration expressed herein constitutes the full and complete compensation for all services and performances hereunder, and that any sum due and payable to the City shall be paid as a gross sum with no withholdings or deductions being made by MTC/~~MDOT~~ for any purpose. This ~~a~~Agreement shall not inure in any manner to the benefit of any party other than the undersigned.

G. AUTHORITY

The undersigned hereby execute this MOU and assure that the authority to execute this ~~Agag~~reement has been granted by the appropriate governing bodies.

**MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

Brad White~~:~~ **DATE**
EXECUTIVE DIRECTOR

_____, MAYOR,
CITY OF STARKVILLE, MISSISSIPPI

SIGNATURE **DATE**

_____, CHIEF OF POLICE,
CITY OF STARKVILLE, MISSISSIPPI

SIGNATURE **DATE**



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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: May 7, 2024
PAGE: Page 1 of 1

SUBJECT:

Consideration of supporting Catherine Nobles, Starkville's Miss Hospitality, through a Full Page Ad in the Program for \$350.00 as allowed by MS CODE §17-3-3.

SUMMARY: The Board has supported this use of funds in the past for the Starkville Miss Hospitality contestant

REQUESTING DEPARTMENT: Mayor

FUNDING SOURCE: Budget line: 001-195-702-455

FOR MORE INFORMATION CONTACT:

Lynn Spruill @ 662-323-2525 or l.spruill@cityofstarkville.org

SUGGESTED MOTION:

Move approval of a full page ad supporting Catherine Nobles as the Starkville Miss Hospitality through a \$350 full page ad purchase as allowed by MS CODE §17-3-3.



MISSISSIPPI MISS HOSPITALITY

ADVERTISER FORM

For 75 years, Mississippi Miss Hospitality has championed tourism and economic development in Mississippi while supporting the state's best and brightest young women. Through the generosity of advertisers and patrons, we are able to fulfill an abundance of scholarship needs as the cost of higher education rises, all while maintaining this longtime Mississippi tradition. Thank you for your consideration of the opportunities below, which directly enhance the lives of Mississippi's next generation of women in leadership.

CONTESTANT NAME: Catherine Nobles AREA: Starkville

ADVERTISER NAME: City of Starkville

ADVERTISER CONTACT: Lesa Hardin

CHOOSE SIZE OF AD:

☒ Full Page (\$350) ☐ ½ Page (\$175)

☐ ¼ Page (\$87.50) ☐ Other: \$ _____

Mississippi Miss Hospitality is a 501(c)(3) organization under that Hattiesburg Tourism Commission. Federal I.D. 64-0798251.

Checks may be made payable to Mississippi Miss Hospitality and provided to local contestants for submission with their application packet. If you prefer to mail payment directly to the State Office, please send to: Mississippi Miss Hospitality, P.O. Box 1103, Hattiesburg, MS 39401. The contestant you're supporting should be included in the memo line.

Questions may be directed to Kristen Brock (kbrock@visithburg.org) or Alexis Rutland (arutland@visithburg.org) at 601-296-7475. Thank you for your support!

*This form is for local use only and should be provided to advertisers for their records, if requested. Do not submit this form to the state office.



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: May 7, 2024
PAGE: Page 1 of 1

SUBJECT:

Consideration of approving the interlocal between the City of Starkville, Oktibbeha County and Starkville Library Board of Trustees.

SUMMARY: The significant changes to this interlocal are the number of board members being reduced from 10 to 6. They have had issues in the past with attendance and wish to modify that structure.

REQUESTING DEPARTMENT: Board of Aldermen

FUNDING SOURCE: N/A

FOR MORE INFORMATION CONTACT:

Lynn Spruill @ 662-323-2525 or l.spruill@cityofstarkville.org or executive directory, Phillip Carter phillip@starkville.lib.ms.us

SUGGESTED MOTION:

Move approval of the interlocal agreement between the City of Starkville, Oktibbeha County and the Starkville Library Board of Trustees to establish the management and operation of the library system setting the term and responsibilities.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE OKTIBBEHA COUNTY
BOARD OF SUPERVISORS, AND THE LIBRARY BOARD OF TRUSTEES FOR THE
MANAGEMENT AND OPERATION OF THE STARKVILLE-OKTIBBEHA COUNTY PUBLIC
LIBRARY SYSTEM

THIS AGREEMENT, is made and entered into this date, by and between the City of Starkville, Mississippi ("City") and the Oktibbeha County Board of Supervisors ("County") and Board of Trustees of the Library System ("Library").

WITNESSETH

WHEREAS, the City and the County wish to provide quality library services to the residents of their respective entities; and

WHEREAS, the City and the County operating through MS Code § 39-3-8, (1972 as amended) agree to contract with each other to create, maintain and support a joint city-county public library system and have done so since June, 1995; and

WHEREAS, in compliance with the above statute, agreements and resolutions of the Library, the City and the County, a contract must be in effect for the provision of library services to the residents of the City of Starkville and Oktibbeha County outside of the municipal corporate limits of the City in return for certain consideration. and

WHEREAS, the City and County wish to comply with all applicable statutes and pertinent laws under the Mississippi Code for the purpose of continuing and updating the agreement and operations of the Starkville-Oktibbeha Public Library System.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. There shall be a single library director for the library system. Said library system director shall have such educational qualifications as are prescribed by the Mississippi Library Commission and approved by the Library Board of Trustees.

2. The Director of the Library shall administer and establish procedures according to policies established by the administrative Library Board of Trustees.

3. The Director's duties shall include: (a) employment of staff with the approval of the Library Board. (b) develop staff duties and manage staff in the performance of such duties (c) removal of staff for cause (d) preparation of the budget (e) financial and statistical management (f) reporting to the Library Board of Trustees (g) other duties appropriate to the orderly and efficient administration of the library system.

4. The Starkville Oktibbeha Public Library System shall comply with all pertinent laws under MS Code § 39-3-1 et. Seq. (1972 as amended).

5. The joint city/county public library system shall include Maben and Sturgis library facilities.

6. The Library shall provide library services to the joint service area. Residents living outside the defined service area wishing to use the library shall be required to pay an annual fee for library service as the Library Board of Trustees deems appropriate.

7. The Library may be supported by such annual tax levy not to exceed three (3) mills from the City of Starkville, as the Mayor and Aldermen may in their discretion from time to time establish. The Library may be supported by such annual tax levy not to exceed four (4) mills which the Board of Supervisors of Oktibbeha County may in its discretion make from its funds for the support, upkeep and maintenance of the Library in accordance with MS Code § 39-3-5 (1972 as amended). The Library may also be funded by any grants or appropriations available from the State of Mississippi or the federal government.

8. The Library Board of Trustees shall be responsible for all maintenance including utilities and insurance of the library buildings and for the operations and maintenance of library services.

9. The City of Starkville shall be responsible for the capital expenditures which include but are not limited to such items as roof replacement and major repairs, HVAC replacement and major repairs defined as being over \$5,000.00. Any repairs to the facilities for Maben or Sturgis are the responsibility of the County or the respective municipality.

10. The management and control of the library system shall be vested in one Board of Trustees according to MS Code § 39-3-15 (1972 as amended), with said board to consist of six (6) members, three (3) of which are appointed by the City of Starkville and three (3) of which are appointed by the Oktibbeha County Board of Supervisors. All members of the Board of Trustees shall also serve as members of the administrative board. The members shall serve staggered five (5) year terms. Vacancies shall be filled for the unexpired terms in the same manner in which the member of the board was first appointed. No trustee shall receive a salary or other compensation for service; provided, however, that all trustees shall be reimbursed for their necessary traveling expenses and mileage incident to their attendance upon the business of the Board of Trustees and the Library. The Director shall have the powers and responsibilities as provided in MS Code §25-3-42 (1972 as amended).

11. The Board of Trustees of the Library with the prior written consent of the governing authorities of the City of Starkville and Oktibbeha County may contract with the governing authorities of the following entities to receive library service: 1) Any municipality or county which is aiding and maintaining or supporting a public library or which desires to aid in providing public library service for that portion of Oktibbeha County who reside within the said municipality to participate in the library system 2) Any neighboring regional public library system. This participation shall be on the same terms as may be agreed upon among the governing authorities of the municipality, county and/or regional library system.

12. The term of this agreement shall be for fifteen (15) with automatic renewal in five (5) year increments. The termination of said agreement by the parties shall be with 180 days notice submitted in writing to all parties to the agreement.

13. The Library Board of Trustees are charged with presenting the proposed annual

budget to the City of Starkville Mayor and Board of Aldermen and the Oktibbeha County Board of Supervisors no later than July 1 of the calendar year.

14. In case of dissolution of the Starkville-Oktibbeha County Public Library System, title to the lands and buildings is and shall remain vested in the City of Starkville, Town of Maben and Town of Sturgis. All other assets including library books and materials, furniture and equipment shall be divided by a committee composed of one (1) trustee representing each governing body and two (2) persons selected by the Mississippi Library Commission.

WITNESS THE SIGNATURES of the parties hereto on this the _____day of _____, 2024.

CITY OF STARKVILLE

**OKTIBBEHA COUNTY BOARD OF
SUPERVISORS**

By: _____
D. LYNN SPRUILL, Mayor

By: _____
MARVELL HOWARD, President

Attest:

LESA HARDIN, Clerk
City of Starkville, Mississippi

Attest:

SHARON LIVINGSTON, Chancery Clerk
Oktibbeha County, Mississippi

By: _____
DAVID GARRAWAY, Chair
Library Board of Trustees

**A RESOLUTION
AUTHORIZING THE CITY OF STARKVILLE
TO COMMIT FUNDS OTHER THAN CDBG FUNDS
TO A PROJECT UNDER THE
MISSISSIPPI COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM**

WHEREAS, the State of Mississippi has funds available under the Mississippi Community Development Block Grant (CDBG) Program for cities, towns and counties to address public facilities and economic development needs; and

WHEREAS, citizens of the City of Starkville have specific community development needs and problems which can be corrected or alleviated by using grant funds under the Mississippi Community Development Block Grant Program; and

WHEREAS, the City of Starkville Mayor and Board of Aldermen intend to leverage CDBG Public Facilities funds with other funds provided by Starkville Utilities, in order to provide maximum use of program funds;

NOW, THEREFORE, BE IT RESOLVED, that the City of Starkville does hereby commit, matching funds for the project, not to exceed \$676,230 to be derived from Starkville Utilities, to leverage said CDBG funds for the proposed public facilities sewer improvements project (Henderson and Sand Roads Sewer Construction) to alleviate a threat to health and meet the threshold requirements of the CDBG program.

SO ORDERED, THIS 7th DAY OF MAY 2024, BY THE CITY OF STARKVILLE IN REGULAR SESSION.

CITY OF STARKVILLE

Lynn Spruill, Mayor

ATTEST:_____
Lesa Hardin, City Clerk

(SEAL)

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE \$5,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2024 (STREET IMPROVEMENTS PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI; AND FOR RELATED PURPOSES.

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

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

“Act” shall mean, together, Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended, and Sections 27-67-1 *et seq.*, Mississippi Code of 1972, as amended (the “Infrastructure Modernization Act”).

“Bond” or “Bonds” shall mean the General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), of the Municipality, authorized to be issued in the maximum principal amount of \$5,000,000, and directed to be issued in the Bond Resolution.

“Bond Resolution” shall mean, together, the resolutions of the Governing Body authorizing and directing the issuance of the Bonds, adopted May 17, 2022, June 21, 2022, and March 19, 2024.

“City Clerk” shall mean the City Clerk of the Municipality.

“Mayor” shall mean the Mayor of the Municipality.

“Paying Agent” shall mean U. S. Bank Trust Company, National Association, which shall serve as paying agent, transfer agent, and registrar for the Bonds.

“Underwriter” shall mean Robert W. Baird & Co., Inc., the successful bidder for the Bonds.

All capitalized terms not otherwise defined herein will have the meaning set forth in the Bond Resolution.

2. The Governing Body on March 19, 2024, did adopt a resolution directing that the Bonds be offered for sale on sealed bids.

3. As directed by the Bond Resolution and as required by Section 31-19-25, Mississippi Code of 1972, as amended, the Notice of Bond Sale (the “Notice”) was duly published in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the Notice having been published in the newspaper at least 2 times, the publication having been made in the newspaper on April 23, 2024, and April 30, 2024, and the first publication

having been made at least 10 days preceding Tuesday, May 7, 2024, all as shown by the proof of publication of the Notice attached hereto as **Attachment A**.

4. The City Clerk, acting on behalf of the Governing Body, did appear at City Hall in the Municipality at 11:00 am on Tuesday, May 7, 2024, to receive bids.

5. At the time and place, six bids for the Bonds, attached hereto as **Attachment B**, were received, examined, and should be considered by the Governing Body, the bids having heretofore been presented by and being on file with the City Clerk.

6. The Governing Body finds and determines that the lowest and best bid made for the Bonds on the basis of the lowest true interest cost over the life of the Bonds was made by the Underwriter, and further finds that the bid was accompanied by a wire transfer or a cashier's check, certified check, or exchange, payable to the Governing Body in the amount of \$100,000, and issued or certified by a bank, as a guaranty that the bidder would carry out its contract and purchase the Bonds if its bid be accepted.

7. The Governing Body further authorizes the City Clerk to endorse upon a copy or duplicate of the highest and best offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

8. Pursuant to the Notice, the Governing Body may designate a paying agent for the Bonds.

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

SECTION 1. Notice of Bond Sale. The terms and provisions of the Notice are hereby made a part of this resolution as though set forth in full herein.

SECTION 2. Award of Bonds. The award of the sale of the Bonds to the Underwriter in accordance with the offer submitted to the Municipality and attached hereto as **Attachment C** is hereby acknowledged, confirmed, and approved.

SECTION 3. Notation of Acceptance. The City Clerk is authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

SECTION 4. Good Faith Deposits. The return of the good faith deposits from all unsuccessful bidders upon their respective receipts is approved, and the good faith deposit deposited by the Underwriter shall be retained by the Municipality as a guaranty that the Underwriter will carry out its contract and purchase the Bonds. If the Underwriter fails to purchase the Bonds pursuant to its bid and contract, the amount of such good faith deposit shall be retained by the Municipality as liquidated damages for such failure.

SECTION 5. Bond Details. The Bonds will be registered as to both principal and interest; will be dated and bear interest, calculated on the 30/360 basis, from May 23, 2024; will be issued on May 23, 2024; shall be delivered in definitive form as registered bonds; will be issued in the

denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one upward in the order of issuance; will be payable, both as to principal and interest, in lawful money of the United States of America to the Paying Agent; will bear interest, calculated on the 30/360 basis, from the date thereof, payable on February 1, 2025, and semiannually thereafter on February 1 and August 1 of each year; and shall mature serially and become due and payable, without option of prior payment as heretofore provided in the Notice, on February 1 in the years and principal amounts and at the rates as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2025	\$355,000	5.00%
2026	\$420,000	5.00%
2027	\$440,000	5.00%
2028	\$465,000	5.00%
2029	\$485,000	5.00%
2030	\$510,000	5.00%
2031	\$540,000	5.00%
2032	\$565,000	5.00%
2033	\$595,000	5.00%
2034	\$625,000	5.00%

SECTION 6. Paying Agent. The Governing Body hereby approves the Paying Agent. The Mayor and the City Clerk are hereby authorized to execute any required documentation necessary for such purpose.

SECTION 7. Repealer. All orders, resolutions, or proceedings of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict.

SECTION 8. Effective Date. For cause, this resolution shall become effective immediately upon the adoption thereof.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, May 7, 2024.

City of Starkville, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Attachment A

Proof of Publication

Starkville Daily News

April 23, 2024, and April 30, 2024

AFFP

NOTICE OF BOND SALE Street

Affidavit of Publication

STATE OF MISSISSIPPI }
COUNTY OF OKTIBBEHA } SS

Ashley Doss, being duly sworn, says:

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

April 23, 2024, April 30, 2024

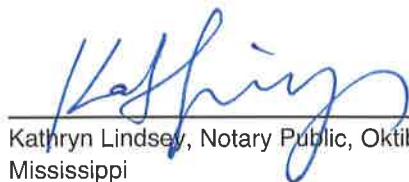
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 30th day of April 2024.



Kathryn Lindsey, Notary Public, Oktibbeha County,
Mississippi

My commission expires: July 23, 2027

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

00001631 00104059

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

NOTICE OF BOND SALE

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

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive bids, which may be in electronic form, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of \$5,000,000 General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), of the Municipality (the "Bonds") on Tuesday, May 7, 2024, until the hour of 11:00 a.m. C.D.T.

The City Clerk of the Municipality (the "City Clerk") will act on behalf of the Governing Body to receive bids at the aforesaid date, time, and place. Immediately following 11:00 a.m. C.D.T., on Tuesday, May 7, 2024, the bids will be publicly opened and read, for consideration by the Governing Body at their regular meeting at 5:30 p.m. C.D.T. on Tuesday, May 7, 2024. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

THE BONDS: The Bonds will be registered as to both principal and interest; will be dated and bear interest, calculated on the 30/360 basis, from May 23, 2024; will be issued on May 23, 2024; will be delivered in definitive form as registered bonds; will be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from 1 upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest, calculated on the 30/360 basis, from the date thereof, payable on February 1, 2025, and semiannually thereafter on February 1 and August 1 of each year, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale (this "Notice").

MATURITIES: The Bonds will mature serially, without option of prior payment, on February 1 in each of the years and amounts as follows:

YEAR	AMOUNT
2025	\$355,000
2026	\$420,000
2027	\$440,000
2028	\$465,000
2029	\$485,000
2030	\$510,000
2031	\$540,000
2032	\$565,000
2033	\$595,000
2034	\$625,000

REDEMPTION: The Bonds are not subject to redemption prior to their respective maturities.

REVISED MATURITY SCHEDULE AND/OR BID PARAMETERS: The aggregate principal amount of each series of the Bonds (the "Preliminary Aggregate Principal Amount") and the annual principal amounts of each series of the Bonds (the "Preliminary Annual Principal Amounts" and collectively, with reference to the Preliminary Aggregate Principal Amounts, the "Preliminary Amounts") set forth in this Notice may be revised before the viewing of bids for the purchase of the Bonds, as may the bid parameters set forth herein. Any such revisions (in case of revised principal amounts, the "Revised Aggregate Principal Amount", the "Revised Annual Principal Amounts" and the "Revised Amounts") WILL BE GIVEN BY NOTIFICATION PUBLISHED ON www.I-dealProspectus.com NOT LATER THAN 4:

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

CHANGES TO MATURITY SCHEDULE: The Municipality intends, but is not obligated, to adjust the Revised Aggregate Principal Amount of each series of Bonds and the Revised Annual Principal Amount of each series of Bonds in such manner as to produce approximately level debt service in years 2025 to 2034. The Municipality reserves the right to change the Revised Aggregate Principal Amount of each series of Bonds and the Revised Annual Principal Amounts of each series of Bonds after determination of the winning bidder(s), by increasing or decreasing such Revised Aggregate Principal Amounts and such Revised Annual Principal Amounts by up to 30%. The maximum amount of the Bonds will not exceed \$5,000,000. No changes beyond those disclosed above will be made without the consent of the applicable Successful Bidder. Such changes, if any, will determine the final annual principal amount of each maturity of each series of Bonds (the "Final Annual Principal Amounts") and the final aggregate principal amount of each series of Bonds (the "Final Aggregate Principal Amount"). The dollar amount bid by the successful bidder for each series of Bonds will be adjusted to reflect any adjustments in the Final Aggregate Principal Amount of such series of Bonds. The interest rates specified by the successful bidder for the various maturities at the initial reoffering prices will not change. A SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BIDS OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS.

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

BASIS OF AWARD: If an award is made, the Bonds will be awarded to the bidder whose bid results in the lowest true interest cost to the Municipality for such Bonds as determined by reference to the Revised Aggregate Principal Amounts, prior to post-sale adjustments, as discussed in the paragraph above. The lowest true interest cost will be calculated as that rate which when used in computing the present worth of all payments of principal and interest on the Bonds (compounded semi-annually from the dated date of such Bonds) produces a value equal to the purchase price of such Bonds. Each bidder is required to specify its calculation of the true interest cost resulting from its bid, but such information shall not be treated as part of its proposal. In the event that two or more of the bidders offer to purchase the Bonds at the same lowest true interest cost, the Governing Body shall determine in their sole discretion (but in accordance with fact) which of the bidders shall be awarded such series of Bonds. The Governing Body reserves the right to waive any irregularity or informality in any bid, and to reject any or all bids, and notice of rejection of any bid will be made promptly. Unless all bids are rejected, award of the Bonds will be made by the Governing Body on the sale date.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Sections 21-33-301 et seq., Mississippi Code of 1972, as amended, and other applicable laws of the State (together, the "Act"), and the resolutions authorizing and directing the issuance of the Bonds adopted by the Governing Body on May 17, 2022, June 21, 2022, and March 19, 2024 (together, the "Bond Resolution"), and shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the

Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the Municipality on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Bond Resolution. Provided, however, any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund, including, but not limited to, use taxes remitted from the State to the Municipality as a result of the Infrastructure Modernization Act of 2018, House Bill 1, 2018 First Extraordinary Session, and any amendments thereto, codified as Sections 27-67-1 et seq., Mississippi Code of 1972, as amended.

PURPOSE: The Bonds are being issued to provide funds for the purpose of erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; repairing, improving, and extending the sanitary, storm, drainage, and sewerage systems of the Municipality; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; purchasing machinery and heavy equipment which will have an expected useful life in excess of 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds (the "Authorized Purposes").

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

Electronic bids for the Bonds must be submitted to PARITY® via the BiDCOMP Competitive Bidding System. An electronic bid made through the facilities of BiDCOMP/PARITY® shall be deemed an offer to purchase in response to this Notice and shall be binding upon the bidder as if made by a signed sealed written bid made to the Municipality. To the extent any instructions or directions set forth in BiDCOMP/PARITY® conflict with the terms of this Notice, this Notice shall prevail. The Municipality shall not be responsible for any malfunction or mistake made by or as a result of the use of electronic bidding facilities. The use of such facilities is at the sole risk of the bidders. Subscription to I-Deal's BiDCOMP/PARITY® Competitive Bidding System by a bidder is required in order to submit an electronic bid. The Municipality will not confirm any subscription or be responsible for the failure of any prospective bidder to subscribe. Both written bids and electronic bids must be unconditional and received by the Municipality and/or BiDCOMP/PARITY®, respectively, on or before 11:00 a.m., C.D.T., on Tuesday, May 7, 2024, as stated above. The Municipality is not liable for any costs incurred in the preparation, delivery, acceptance, or rejection of any bid.

All bids not in electronic form should be sealed and delivered to the City Clerk at her office in the City Hall located at 110 West Main Street in the Municipality.

INTEREST RATE AND BID RESTRICTIONS: The Bonds will not bear a greater overall maximum interest rate to maturity than 11% per annum, nor will the interest rate for any one maturity exceed 11% per annum. No Bond will bear more than 1 rate of interest; each Bond will bear interest, calculated on the 30/360 basis, from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity will bear the same rate of interest from date to maturity; and the lowest interest rate specified will not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1% and a 0% rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a wire transfer, cashier's check, certified check, or exchange, issued or certified by a bank, payable to the "Mayor and Board of Aldermen of the City of Starkville, Mississippi," in the amount of \$100,000 as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All wire transfers, cashier's checks, certified checks, or exchanges of unsuccessful bidders will be returned immediately after award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith deposit will be

retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

DTC BOOK-ENTRY: Unless specifically declined by the purchaser, the Bonds are being initially offered as registered in the name of Cede & Co., as Registered Owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-entry system of registration. Purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry. As long as Cede & Co. is the Registered Owner of the Bonds as nominee of DTC, payments of principal and interest will be made directly to such Registered Owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

AWARD OF BONDS: If an award of the Bonds is made, the Bonds will be awarded to the bidder whose bid results in the lowest true interest cost to the Municipality. The lowest true interest cost of the Bonds will be calculated as that rate which when used in computing the present worth of all payments of principal and interest on the Bonds (compounded semi-annually from the dated date of the Bonds) produces a value equal to the purchase price of the Bonds. For the purpose of calculating the true interest cost, the principal amount of any term bonds scheduled for mandatory sinking fund redemption (if any) shall be treated as a serial maturity in each year. Each bidder is required to specify its calculation of the true interest cost resulting from its bid, but such information shall not be treated as part of its proposal. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time, and the Governing Body will give a verbal notice to the winning bidder, if any, within approximately one hour of such decision..

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder will have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within 60 days from the date of sale thereof, and in such event the Governing Body will return to said bidder its good faith deposit. The Governing Body will have the right, at its option, to cancel its agreement to sell the Bonds if within 5 days after the tender of the Bonds for delivery the successful bidder will not have accepted delivery of and paid for the Bonds, and in such event the Governing Body will retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The initial payment agent for the Bonds will be U. S. Bank Trust Company, National Association (the "Paying Agent"). The Governing Body's approval of the Paying Agent shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to Registered Owners of the Bonds as of the fifteenth day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the Municipality maintained by the Paying Agent. The Bonds will be transferable only upon the books of the Paying Agent, and payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

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

CUSIP NUMBERS: Unless specifically declined by the purchaser, the Municipal Advisor will request that the CUSIP Service Bureau assign CUSIP identification numbers to the Bonds, which numbers will be printed on the Bonds. The successful bidder will be responsible for the costs of assigning CUSIP numbers to the Bonds. Neither the failure to print a CUSIP number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with this Notice.

LEGAL OPINION; CLOSING DOCUMENTS: The Bonds are offered subject to the

unqualified approval of the legality thereof by Bond Counsel. In the opinion of Bond Counsel, interest on the Bonds is exempt from federal and Mississippi income taxes under existing laws, regulations, rulings, and judicial decisions with such exceptions as will be described in the Official Statement for the Bonds. A copy of the opinion of Bond Counsel, together with the usual closing papers, including a no-litigation certificate dated the date of delivery of the Bonds, evidencing that no litigation is pending in any way affecting the legality of the Bonds or the taxes to be levied for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge. The Municipality will pay for all legal fees and will pay for the printing and validation of the Bonds.

BONDS NOT "QUALIFIED TAX-EXEMPT OBLIGATIONS": The Municipality has not designated the Bonds as "qualified tax-exempt obligations" within the meaning and for purposes of Section 265(b)(3) of the Code.

FURTHER INFORMATION: The Municipality has prepared a Preliminary Official Statement which it deems, for purposes of S.E.C. Rule 15(c)2-12, to be final and complete as of its date, except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, and the identity of the underwriters, subject to revision, amendment and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Upon the award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions, and revisions as required to complete the Preliminary Official Statement.

ISSUE PRICE: The successful bidder shall assist the Municipality in establishing the issue price of the Bonds and shall execute and deliver to the Municipality at the closing for the Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, in a form reasonably required by the Municipality and Bond Counsel. The Municipality intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because: (a) the Municipality shall disseminate this Notice to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (b) all bidders shall have an equal opportunity to bid; (c) the Municipality may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (d) the Municipality anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice. Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. In the event that the competitive sale requirements are not satisfied, the Municipality shall advise the winning bidder. The Municipality shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price on that maturity applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Municipality if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Municipality will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds. If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the Municipality the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing of the Bonds has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold. By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity

by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires. Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for the purposes of this Notice. Further, for purposes of this Notice: (a) "public" means any person other than an underwriter or a related party, (b) "underwriter" means (A) any person that agrees pursuant to a written contract with the Municipality (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (c) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (d) "sale date" means the date that the Bonds are awarded by the Municipality to the winning bidder.

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15(c)2-12(b)(5), the Municipality will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Failure of the Municipality to deliver the Continuing Disclosure Agreement at the time of issuance and delivery of the Bonds will relieve the successful bidder from its obligation to purchase the Bonds.

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

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on March 19, 2024.

City of Starkville, Mississippi
/s/ Lesa D. Hardin, City Clerk

Publish:
April 23, 2024, and April 30, 2024

Attachment B

Submitted Bids



Parity Calendar

Deal List

MuniIC

11:00:17 a.m. CDST

Upcoming Calendar

Overview

Compare

Summary

Bid Results

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

The following bids were submitted using **PARITY**[®] and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

Bid Award*	Bidder Name	TIC
☐	Robert W. Baird & Co., Inc.	3.140492
☐	Raymond James & Associates, Inc.	3.300686
☐	Stifel, Nicolaus & Co., Inc.	3.328455
☐	FHN Financial Capital Markets	3.337650
☐	Crews & Associates, Inc.	3.339199
☐	Duncan-Williams, Inc.	3.551173

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

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Parity Calendar

Deal List

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[Overview](#)
[Result](#)
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Robert W. Baird & Co., Inc. - Milwaukee , WI's Bid



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

For the aggregate principal amount of \$5,000,000.00, we will pay you \$5,467,079.50, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	355M	5.0000	3.5400	100.979
02/01/2026	420M	5.0000	3.3100	102.748
02/01/2027	440M	5.0000	3.1700	104.676
02/01/2028	465M	5.0000	3.0200	106.858
02/01/2029	485M	5.0000	2.9500	108.911
02/01/2030	510M	5.0000	2.9300	110.770
02/01/2031	540M	5.0000	2.9000	112.680
02/01/2032	565M	5.0000	2.9100	114.302
02/01/2033	595M	5.0000	2.9200	115.856
02/01/2034	625M	5.0000	2.9400	117.254

Total Interest Cost: \$1,410,472.22
 Premium: \$467,079.50
 Net Interest Cost: \$943,392.72
 TIC: 3.140492
 Time Last Bid Received On: 05/07/2024 10:48:35 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Robert W. Baird & Co., Inc., Milwaukee , WI
 Contact: Peter Anderson
 Title:
 Telephone: 414-765-7331
 Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By: _____

Accepted By: _____

Date: _____

Date: _____



Parity Calendar

Deal List

MuniIC

[Upcoming Calendar](#)
[Overview](#)
[Result](#)
[Excel](#)
[Print](#)

Raymond James & Associates, Inc. - Memphis , TN's Bid

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

For the aggregate principal amount of \$5,000,000.00, we will pay you \$5,424,357.80, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	355M	5.0000	3.6000	100.938
02/01/2026	420M	5.0000	3.4000	102.599
02/01/2027	440M	5.0000	3.2600	104.440
02/01/2028	465M	5.0000	3.1200	106.498
02/01/2029	485M	5.0000	3.0700	108.364
02/01/2030	510M	5.0000	3.0600	110.054
02/01/2031	540M	5.0000	3.0500	111.714
02/01/2032	565M	5.0000	3.0700	113.124
02/01/2033	595M	5.0000	3.0900	114.452
02/01/2034	625M	5.0000	3.1000	115.792

Total Interest Cost: \$1,410,472.22

Premium: \$424,357.80

Net Interest Cost: \$986,114.42

TIC: 3.300686

Time Last Bid Received On:05/07/2024 10:57:15 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Raymond James & Associates, Inc., Memphis , TN
 Contact: Lisa Donnelly
 Title: SVP
 Telephone:901-579-4518
 Fax: 901-579-4465

Issuer Name: City of Starkville

Company Name: _____

Accepted By: _____

Accepted By: _____

Date: _____

Date: _____



Parity Calendar

Deal List

MuniIC

[Upcoming Calendar](#)
[Overview](#)
[Result](#)
[Excel](#)
[Print](#)

Stifel, Nicolaus & Co., Inc. - Birmingham , AL's Bid



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

For the aggregate principal amount of \$5,000,000.00, we will pay you \$5,417,000.50, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	355M	5.0000	3.6300	100.918
02/01/2026	420M	5.0000	3.5100	102.417
02/01/2027	440M	5.0000	3.3300	104.256
02/01/2028	465M	5.0000	3.1800	106.283
02/01/2029	485M	5.0000	3.1700	107.910
02/01/2030	510M	5.0000	3.1500	109.562
02/01/2031	540M	5.0000	3.1200	111.266
02/01/2032	565M	5.0000	3.1300	112.686
02/01/2033	595M	5.0000	3.1400	114.043
02/01/2034	625M	5.0000	3.1500	115.339

Total Interest Cost: \$1,410,472.22
 Premium: \$417,000.50
 Net Interest Cost: \$993,471.72
 TIC: 3.328455
 Time Last Bid Received On: 05/07/2024 10:52:13 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Stifel, Nicolaus & Co., Inc., Birmingham , AL
 Contact: Eric Green
 Title:
 Telephone: 205-949-3513
 Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By: _____

Accepted By: _____

Date: _____

Date: _____



Parity Calendar

Deal List

MuniIC

[Upcoming Calendar](#)
[Overview](#)
[Result](#)
[Excel](#)
[Print](#)

FHN Financial Capital Markets - New York , NY's Bid



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

For the aggregate principal amount of \$5,000,000.00, we will pay you \$5,414,567.65, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	355M	5.0000	3.5000	101.007
02/01/2026	420M	5.0000	3.3000	102.765
02/01/2027	440M	5.0000	3.2000	104.597
02/01/2028	465M	5.0000	3.0500	106.750
02/01/2029	485M	5.0000	3.0000	108.683
02/01/2030	510M	5.0000	3.0000	110.384
02/01/2031	540M	5.0000	3.0000	112.035
02/01/2032	565M	5.0000	3.0500	113.270
02/01/2033	595M	5.0000	3.0800	114.534
02/01/2034	625M	5.0000	3.1000	115.792

Total Interest Cost: \$1,410,472.22
Premium: \$414,567.65
Net Interest Cost: \$995,904.57
TIC: 3.337650
Time Last Bid Received On: 05/07/2024 10:57:53 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: FHN Financial Capital Markets, New York , NY
Contact: Robert McCraw
Title:
Telephone: 212-418-5020
Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By: _____

Accepted By: _____

Date: _____

Date: _____



Parity Calendar

Deal List

MuniIC

[Upcoming Calendar](#)
[Overview](#)
[Result](#)
[Excel](#)
[Print](#)
Crews & Associates, Inc. - Little Rock , AR's Bid

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

For the aggregate principal amount of \$5,000,000.00, we will pay you \$5,414,157.95, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	355M	5.0000	3.5500	100.973
02/01/2026	420M	5.0000	3.3500	102.682
02/01/2027	440M	5.0000	3.2500	104.466
02/01/2028	465M	5.0000	3.1500	106.390
02/01/2029	485M	5.0000	3.0500	108.455
02/01/2030	510M	5.0000	3.0500	110.109
02/01/2031	540M	5.0000	3.0500	111.714
02/01/2032	565M	5.0000	3.1000	112.905
02/01/2033	595M	5.0000	3.1300	114.125
02/01/2034	625M	5.0000	3.1500	115.339

Total Interest Cost: \$1,410,472.22
Premium: \$414,157.95
Net Interest Cost: \$996,314.27
TIC: 3.339199
Time Last Bid Received On: 05/07/2024 10:50:07 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Crews & Associates, Inc., Little Rock , AR
Contact: Katie Eisenhart
Title:
Telephone: 501-978-7994
Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By: _____

Accepted By: _____

Date: _____

Date: _____



Parity Calendar

Deal List

MuniIC

[Upcoming Calendar](#)
[Overview](#)
[Result](#)
[Excel](#)
[Print](#)

Duncan-Williams, Inc. - Memphis , TN's Bid



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

For the aggregate principal amount of \$5,000,000.00, we will pay you \$5,110,784.75, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	355M	4.0000	3.6500	100.231
02/01/2026	420M	4.0000	3.4500	100.890
02/01/2027	440M	4.0000	3.3500	101.654
02/01/2028	465M	4.0000	3.2000	102.759
02/01/2029	485M	4.0000	3.1500	103.674
02/01/2030	510M	4.0000	3.1700	104.285
02/01/2031	540M	4.0000	3.1800	104.902
02/01/2032	565M	4.0000	3.2000	105.410
02/01/2033	595M	4.0000	3.2500	105.634
02/01/2034	625M	4.0000	3.3000	105.760

Total Interest Cost: \$1,128,377.78

Premium: \$110,784.75

Net Interest Cost: \$1,017,593.03

TIC: 3.551173

Time Last Bid Received On:05/07/2024 10:55:01 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Duncan-Williams, Inc., Memphis , TN
 Contact: Angela Himelright
 Title:
 Telephone:901-260-6819
 Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By: _____

Accepted By: _____

Date: _____

Date: _____

Attachment C

Accepted Bid



Parity Calendar

Deal List

MuniIC

[Upcoming Calendar](#)
[Overview](#)
[Result](#)
[Excel](#)
[Print](#)

Robert W. Baird & Co., Inc. - Milwaukee , WI's Bid



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

For the aggregate principal amount of \$5,000,000.00, we will pay you \$5,467,079.50, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	355M	5.0000	3.5400	100.979
02/01/2026	420M	5.0000	3.3100	102.748
02/01/2027	440M	5.0000	3.1700	104.676
02/01/2028	465M	5.0000	3.0200	106.858
02/01/2029	485M	5.0000	2.9500	108.911
02/01/2030	510M	5.0000	2.9300	110.770
02/01/2031	540M	5.0000	2.9000	112.680
02/01/2032	565M	5.0000	2.9100	114.302
02/01/2033	595M	5.0000	2.9200	115.856
02/01/2034	625M	5.0000	2.9400	117.254

Total Interest Cost: \$1,410,472.22
Premium: \$467,079.50
Net Interest Cost: \$943,392.72
TIC: 3.140492
Time Last Bid Received On:05/07/2024 10:48:35 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Robert W. Baird & Co., Inc., Milwaukee , WI
Contact: Peter Anderson
Title:
Telephone:414-765-7331
Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By: _____

Accepted By: _____

Date: _____

Date: _____

**[Cust Inc Wire Advice - eMail] Message ID:240507081720F20j Advice Code:INCSADEM**

From: wireroom@trustmark.com
To: WIRE@WATKINSEAGER.COM
Cc:
Sent: 5/7/2024 8:18:00 AM

From: US BANK WI MILW Wire Transfer Dept.

This funds transfer was received on 2024-05-07, for \$100,000.00.
The funds have been CREDITED to account # *****5641.

Sender:

Name : US BANK WI MILW
ABA # : 075000022
Reference # : 240507B009NH
Received from : ROBERT W BAIRD AND CO INC
By Order Of : ROBERT W BAIRD AND CO INC

OMAD Reference # : 20240507F5QCZ78C00003405070854FT01

Additional Funds Transfer Information:

Beneficiary: WATKINS AND EAGER PLLC TRUST ACCOUN

Beneficiary Bank:

* * *

Originator Info: ROBERT W BAIRD AND CO INC

Originator Bank: ROBERT W BAIRD AND CO INC

Originator Bank Info: GOOD FAITH DEPOSIT

Bank to Bank and all other FRB info fields: {6500}68484*

This note was generated by a service machine. Please do not respond to this email. If you have any questions, please contact our Wire Transfer Support Team at 1.800.208.5115.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: Various Departments
AGENDA DATE: May 7, 2024
PAGE: 1 of 5**

SUBJECT:

Request approval to amend the lease with Enterprise Fleet Management, to include 5 vehicles for an annual vehicle cost of \$57,598 for 5 years.

- (1) 2023 Dodge Ram Crew Cab 2500 Model / 5 year lease - \$1,016.07 monthly lease cost
001-301-640-398: Street Department
- (1) 2023 Dodge Ram Regular Cab 2500 Model / 5 year lease - \$ 980.06 monthly lease cost
001-301-640-398: Street Department
- (1) 2023 Dodge Ram Crew Cab 2500 Model / 5 year lease - \$1,134.64 monthly lease cost
001-261-640-398: Fire Department
- (1) 2023 Dodge Ram Crew Cab 1500 Model / 5 year lease - \$834.56 monthly lease cost
022-322-640-398: Landscape Department
- (1) 2023 Dodge Ram Crew Cab 1500 Model / 5 year lease - \$834.56 monthly lease cost
375-551-640-398: Park and Recreation Department

AMOUNT & SOURCE OF FUNDING:

Current Year Funding

Street – Capital 001-301-918-805

Fire – Capital 001-261-740-565

Sanitation – Capital 022-322-918-805 Machinery/Equip/Dumpsters

Parks & Rec – 1% Fund Capital 375-551-990-990

**REQUESTING
DEPARTMENTS:** Various

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

Cody Burnett, Chris Smiley, Charles Yarbough and Brandon Doherty

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval to amend lease contract, with Enterprise Fleet Management, to lease 5 vehicles for an annual vehicle cost of \$57,598 for 5 years.

Prepared For: City of Starkville, MS Davis, Tyler				Date 04/09/2024 AE/AM WSM/TC	
Unit #					
Year	2023	Make	RAM	Model	2500
Series	Tradesman 4x4 Regular Cab 8 ft. box 140.5 in. WB				
Vehicle Order Type	In-Stock	Term	60	State	MS Customer# 493021
\$ 51,541.50		Capitalized Price of Vehicle ¹			
\$ 0.00		*	Sales Tax <u>0.0000%</u> State <u>MS</u>		
\$ 2,340.40		*	Initial License Fee		
\$ 0.00		Registration Fee			
\$ 0.00		Other:Courtesy Delivery Fee			
\$ 3,500.00		*	Capitalized Price Reduction		
\$ 0.00		*	Tax on Capitalized Price Reduction		
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Tax on Gain On Prior		
\$ 0.00		*	Security Deposit		
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 48,041.50		Total Capitalized Amount (Delivered Price)			
\$ 720.62		Depreciation Reserve @ <u>1.5000%</u>			
\$ 259.44		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 980.06		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.0000</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Sales Tax	<u>5.0000%</u>	State <u>MS</u>	
\$ 980.06		Total Monthly Rental Including Additional Services			
\$ 4,804.30		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

TBD, .

Exterior Color

(0 P) Bright White Clearcoat

Interior Color

(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40

Lic. Plate Type

Government

GVWR

0

Quote based on estimated annual mileage of 15,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Starkville, MS

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Legacy Auto Transporter	B	\$ 400.00
Custom Equipment - Estimated pricing for installation of Compressor, depending on size of compressor.	B	\$ 300.00
Tool Box	B	\$ 650.00
Running Boards	B	\$ 650.00
Total Aftermarket Equipment Billed		\$ 2,000.00
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

VEHICLE INFORMATION:

2023 RAM 2500 Tradesman 4x4 Regular Cab 8 ft. box 140.5 in. WB - US

Series ID: DJ7L62

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$46,888	\$49,645.00
Total Options	\$2,624.00	\$6,595.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$51,507.00	\$58,235.00

SELECTED COLOR:

Exterior:

PW7-(0 P) Bright White Clearcoat

Interior:

X8-(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2GA	Quick Order Package 2GA Tradesman	NC	NC
A61	Tradesman Level 1 Equipment Group	\$1,729.00	\$1,880.00
AAP	Special Service Vehicle Group	\$768.00	\$835.00
AMP	Chrome Appearance Group	\$1,519.00	\$1,650.00
APA	Monotone Paint	STD	STD
BAJ	220 Amp Alternator	Included	Included
BC3	Dash Pass Thru Wire Circuits	Included	Included
CBE	40/20/40 Split Bench Seat	Included	Included
CDR	Front Armrest w/Cupholders	Included	Included
CDX	2-Way Front Head Restraints	Included	Included
CTY	Upgraded Door Trim Panel	Included	Included
CUN	Overhead Console	Included	Included
CUY	Storage Tray	Included	Included
DFX	Transmission: 8-Speed Auto (8HP75-LCV)	STD	STD
DME	3.73 Axle Ratio	STD	STD
DSA	Anti-Spin Differential Rear Axle	\$456.00	\$495.00
ESB	Engine: 6.4L V8 Heavy Duty HEMI MDS	STD	STD
F1	Fuel	\$18.00	\$0.00
GT2	Power Heated Folding Telescopic Mirrors	Included	Included
GXM	Remote Keyless Entry	Included	Included
INV ADJ	Invoice Adjustment	\$-3,465.00	\$0.00
JJ1	Trailer Light Check	Included	Included
JKV	115V Auxiliary Front Power Outlet	\$235.00	\$255.00
JPH	Speed Sensitive Power Locks	Included	Included
JPY	Front 1-Touch Down Power Windows	Included	Included
JVA	Manual Adjust 4-Way Driver Seat	Included	Included
JWA	Manual Adjust 4-Way Front Passenger Seat	Included	Included
LBT	Overhead Cupholder Lamp	Included	Included
LE4	Black Exterior Mirrors	Included	Included
LEB	Exterior Mirrors w/Supplemental Signals	Included	Included
LEC	Exterior Mirrors Courtesy Lamps	Included	Included
LF2	Power Adjust Mirrors	Included	Included
LF3	Manual Telescoping Mirrors	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
LFD	Manual Folding Exterior Mirrors	Included	Included
LFX	Power-Adjustable Convex Aux Mirrors	Included	Included
LH2	Auxiliary Switches Prep	Included	Included
LHL	I/P Mounted Auxiliary Switches	Included	Included
LNC	Clearance Lamps	\$88.00	\$95.00
LNJ	Front Fog Lamps (Fleet)	\$180.00	\$195.00
LNJ	Mirror Running Lights	Included	Included
MAF	Matte Black Mesh w/Chrome Grille	Included	Included
MBF	Bright Rear Bumper	Included	Included
MCT	Bright Front Bumper	Included	Included
MFP	Chrome Headlamp Bezels	Included	Included
MNQ	Chrome Grille Surround	Included	Included
NAS	50 State Emissions	NC	NC
NHJ	Exterior Mirrors w/Heating Element	Included	Included
PW7_01	(0 P) Bright White Clearcoat	NC	NC
TCP	Tires: LT275/70R18E OWL On/Off Road	NC	NC
TX	Heavy Duty Vinyl 40/20/40 Split Bench Seat	STD	STD
UAA	Radio: Uconnect 3 w/5" Display	STD	STD
WBH	Wheels: 18" x 8.0" Steel Chrome Clad	Included	Included
WKN	18" Steel Spare Wheel	Included	Included
WMJ	Center Hub	Included	Included
X8_01	(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat	NC	NC
XAG	ParkSense Front/Rear Park Assist System (Fleet)	\$364.00	\$395.00
XAW	Rear Backup Alarm	\$133.00	\$145.00
XBE	Exterior 115V AC Outlet	Included	Included
XCH	2 Additional Key Fobs	\$235.00	\$255.00
XEA	Tow Hooks	Included	Included
XEF	Transfer Case Skid Plate Shield	Included	Included
XHC	Trailer Brake Control	\$364.00	\$395.00
XHR	400W Inverter	Included	Included
XXS	Upfitter Electronic Module (VSIM)	Included	Included
Z7F	GVWR: 10,000 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black w/chrome surround grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Go proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SiriusXM Guardian emergency communication system
Front Cupholder: front cupholder
Floor Console: partial floor console with box
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speakers: 4 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Front Fog Lights: front fog lights
Cab Clearance Lights: cab clearance lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights

Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: low-tire-pressure warning
Park Distance Control: ParkSense front and rear parking sensors
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Water Temp Warning: water-temp. warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Leather Upholstery: vinyl front seat upholstery
Door Trim Insert: cloth door panel trim
Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome/metal-look interior accents

Standard Engine:

Engine 410-hp, 6.4-liter V-8 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: City of Starkville, MS				Date 04/09/2024	
Davis, Tyler				AE/AM WSM/TC	
Unit #	27RQR8				
Year	2023	Make	RAM	Model	2500
Series	Tradesman 4x4 Crew Cab 8 ft. box 169 in. WB				
Vehicle Order Type	In-Stock	Term	60	State	MS Customer# 493021
\$ 53,321.25		Capitalized Price of Vehicle ¹			
\$ 0.00		*	Sales Tax <u>0.0000%</u> State <u>MS</u>		
\$ 2,482.09		*	Initial License Fee		
\$ 0.00		Registration Fee			
\$ 0.00		Other:Courtesy Delivery Fee			
\$ 3,500.00		*	Capitalized Price Reduction		
\$ 0.00		*	Tax on Capitalized Price Reduction		
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Tax on Gain On Prior		
\$ 0.00		*	Security Deposit		
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 49,821.25		Total Capitalized Amount (Delivered Price)			
\$ 747.32		Depreciation Reserve @ <u>1.5000%</u>			
\$ 268.75		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,016.07		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.0000</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Sales Tax	<u>5.0000%</u>	State <u>MS</u>	
\$ 1,016.07		Total Monthly Rental Including Additional Services			
\$ 4,982.05		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	TBD, .
Exterior Color	(0 P) Bright White Clearcoat
Interior Color	(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40
Lic. Plate Type	Government
GVWR	0

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Starkville, MS

BY	TITLE	DATE
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* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Tool Box	B	\$ 650.00
Running Boards	B	\$ 650.00
Legacy Ladder Racks	B	\$ 1,800.00
Legacy Auto Transporter	B	\$ 400.00
Total Aftermarket Equipment Billed		\$ 3,500.00
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

VEHICLE INFORMATION:

2023 RAM 2500 Tradesman 4x4 Crew Cab 8 ft. box 169 in. WB - US

Series ID: DJ7L92

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$50,498	\$53,465.00
Total Options	\$1,573.00	\$5,405.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$54,066.00	\$60,865.00

SELECTED COLOR:

Exterior:

PW7-(0 P) Bright White Clearcoat

Interior:

X8-(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2GA	Quick Order Package 2GA Tradesman	NC	NC
A61	Tradesman Level 1 Equipment Group	\$180.00	\$195.00
AAP	Special Service Vehicle Group	\$768.00	\$835.00
AMP	Chrome Appearance Group	\$1,519.00	\$1,650.00
APA	Monotone Paint	STD	STD
BAJ	220 Amp Alternator	Included	Included
BC3	Dash Pass Thru Wire Circuits	Included	Included
CBE	40/20/40 Split Bench Seat	Included	Included
CDR	Front Armrest w/Cupholders	Included	Included
CFM	Rear Folding Seat	Included	Included
CSJ	2 Way Rear Headrest Seat	Included	Included
CUY	Storage Tray	Included	Included
DFX	Transmission: 8-Speed Auto (8HP75-LCV)	STD	STD
DME	3.73 Axle Ratio	STD	STD
DSA	Anti-Spin Differential Rear Axle	\$456.00	\$495.00
ESB	Engine: 6.4L V8 Heavy Duty HEMI MDS	STD	STD
F1	Fuel	\$18.00	\$0.00
GT2	Power Heated Folding Telescope Mirrors	Included	Included
INV ADJ	Invoice Adjustment	-\$3,423.00	\$0.00
JJ1	Trailer Light Check	Included	Included
JKV	115V Auxiliary Front Power Outlet	\$235.00	\$255.00
JVA	Manual Adjust 4-Way Driver Seat	Included	Included
JWA	Manual Adjust 4-Way Front Passenger Seat	Included	Included
LE4	Black Exterior Mirrors	Included	Included
LEB	Exterior Mirrors w/Supplemental Signals	Included	Included
LEC	Exterior Mirrors Courtesy Lamps	Included	Included
LF2	Power Adjust Mirrors	Included	Included
LF3	Manual Telescoping Mirrors	Included	Included
LFD	Manual Folding Exterior Mirrors	Included	Included
LFX	Power Adjustable Convex Aux Mirrors	Included	Included
LH2	Auxiliary Switches Prep	Included	Included
LHL	I/P Mounted Auxiliary Switches	Included	Included
LNJ	Front Fog Lamps (Fleet)	\$180.00	\$195.00

CODE	DESCRIPTION	INVOICE	MSRP
LNK	Mirror Running Lights	Included	Included
MAF	Matte Black Mesh Grille w/Chrome	Included	Included
MBF	Bright Rear Bumper	Included	Included
MCT	Bright Front Bumper	Included	Included
MFP	Chrome Headlamp Bezels	Included	Included
MNQ	Chrome Grille Surround	Included	Included
NAS	50 State Emissions	NC	NC
NFC	50 Gallon Fuel Tank	\$272.00	\$295.00
NHJ	Exterior Mirrors w/Heating Element	Included	Included
PW7_01	(0 P) Bright White Clearcoat	NC	NC
TCP	Tires: LT275/70R18E OWL On/Off Road	\$272.00	\$295.00
TX	Heavy Duty Vinyl 40/20/40 Split Bench Seat	STD	STD
UAA	Radio: Uconnect 3 w/5" Display	STD	STD
WBH	Wheels: 18" x 8.0" Steel Chrome Clad	Included	Included
WKN	18" Steel Spare Wheel	Included	Included
WMJ	Center Hub	Included	Included
X8_01	(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat	NC	NC
XAG	ParkSense Front/Rear Park Assist System (Fleet)	\$364.00	\$395.00
XAW	Rear Backup Alarm	\$133.00	\$145.00
XBE	Exterior 115V AC Outlet	Included	Included
XCH	2 Additional Key Fobs	\$235.00	\$255.00
XEA	Tow Hooks	Included	Included
XEF	Transfer Case Skid Plate Shield	Included	Included
XHC	Trailer Brake Control	\$364.00	\$395.00
XHR	400W Inverter	Included	Included
XXS	Upfitter Electronic Module (VSIM)	Included	Included
Z7F	GVWR: 10,000 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black w/chrome surround grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Passive Entry: Keyless Go proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SiriusXM Guardian emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with box
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Rear Underseat Storage Tray: rear underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights

Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense front and rear parking sensors
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Water Temp Warning: water-temp. warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear full bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome/metal-look interior accents

Standard Engine:

Engine 410-hp, 6.4-liter V-8 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: City of Starkville, MS Davis, Tyler				Date 05/02/2024 AE/AM WSM/TC	
Unit #					
Year	2023	Make	RAM	Model	1500 Classic
Series	Tradesman 4x4 Crew Cab 5.6 ft. box 140 in. WB				
Vehicle Order Type	In-Stock	Term	60	State	MS Customer# 493021
\$ 41,660.00		Capitalized Price of Vehicle ¹			
\$ 0.00		*	Sales Tax <u>0.0000%</u> State <u>MS</u>		
\$ 1,827.12		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 0.00		Other:Courtesy Delivery Fee			
\$ 3,500.00		*	Capitalized Price Reduction		
\$ 0.00		*	Tax on Capitalized Price Reduction		
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Tax on Gain On Prior		
\$ 0.00		*	Security Deposit		
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 38,160.00		Total Capitalized Amount (Delivered Price)			
\$ 633.46		Depreciation Reserve @ <u>1.6600%</u>			
\$ 201.10		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 834.56		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.0000</u> Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>		# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Sales Tax	<u>5.0000%</u>	State <u>MS</u>	
\$ 834.56		Total Monthly Rental Including Additional Services			
\$ 152.40		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Bright White Clearcoat
Interior Color	(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40
Lic. Plate Type	Government
GVWR	0

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Starkville, MS

BY	TITLE	DATE
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* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2023 RAM 1500 Classic Tradesman 4x4 Crew Cab 5.6 ft. box 140 in. WB - US

Series ID: DS6L98

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$43,306	\$45,205.00
Total Options	\$-5,984.00	\$1,130.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$39,317.00	\$48,330.00

SELECTED COLOR:

Exterior:	PW7-(0 P) Bright White Clearcoat
Interior:	X8-(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat or Cloth 40/20/40 Bench Seat or Cloth 40/20/40 Bench Seat (Fleet) or Cloth 40/20/40 Premium Bench Seat (Fleet) or Cloth 40/20/40 Premium Bench Seat or Premium Cloth Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
29B	Quick Order Package 29B Tradesman	NC	NC
APA	Monotone Paint	STD	STD
ASN	Tradesman Package	Included	Included
C1G	Rotary Shifter-Black	Included	Included
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DMC	3.21 Rear Axle Ratio	STD	STD
DSA	Anti-Spin Differential Rear Axle	\$456.00	\$495.00
ERB	Engine: 3.6L V6 24V VVT	STD	STD
GXM	Remote Keyless Entry w/All-Secure	\$175.00	\$190.00
INV ADJ	Invoice Adjustment	\$-7,024.00	\$0.00
NAS	50 State Emissions	NC	NC
PW7_02	(0 P) Bright White Clearcoat	NC	NC
TTM	Tires: P265/70R17 BSW AS	STD	STD
TX	Heavy Duty Vinyl 40/20/40 Split Bench Seat	STD	STD
UAA	Radio: Uconnect 3 w/5" Display	STD	STD
WFP	Wheels: 17" x 7" Steel	STD	STD
WMJ	Center Hub	Included	Included
X8_01	(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat or Cloth 40/20/40 Bench Seat or Cloth 40/20/40 Bench Seat (Fleet) or Cloth 40/20/40 Premium Bench Seat (Fleet) or Cloth 40/20/40 Premium Bench Seat or Premium Cloth Bucket Seats	NC	NC
XFH	Class IV Receiver Hitch	\$409.00	\$445.00
XXU	Electronic Shift	STD	STD
Z6D	GVWR: 6,800 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Rear Underseat Storage Tray: rear underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speakers: 6 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Water Temp Warning: water-temp. warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear full bench seat
Rear Folding Position: rear seat fold-up cushion
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Deluxe Sound Insulation: deluxe sound insulation
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: chrome/metal-look interior accents
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 305-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: May 7, 2024
PAGE: Page 1 of 4

SUBJECT:

Consideration of approving the lower of two quotes received for a 15 Ton RTU replacement from Brislin Inc, in the amount of \$34,945.00, to be purchased if a pending donation is not received.

SUMMARY: Both the large and smaller HVAC units at the library have failed and need to be replaced. An entity has offered to donate the smaller 15 Ton unit but final paperwork has not been received from them. The paperwork should be received in approximately two weeks confirming the donation. However, due to the increase in temperature, if the donation does not materialize this will provide an option to purchase some cooling for the library.

FUNDING SOURCE:

300-000-911-802 with remainder to come from the capital projects reserve fund

Two Quotes: McClain - \$37,220.00 and Brislin - \$34,945.00

FOR MORE INFORMATION CONTACT:

Lynn Spruill @ 662-323-2525 or l.spruill@cityofstarkville.org or executive directory, Phillip Carter phillip@starkville.lib.ms.us

SUGGESTED MOTION:



107 Magnolia Street – Philadelphia, MS 39350 – PH: (601)656-6333 – Fax: (601)656-6351

May 1, 2024

Starkville Public Library
Starkville, MS

Ref: 15ton Package Air Unit Replacement

Attn: Phillip Carter

Phillip:

Our price to replace one failing roof top package unit is based on the following scope of work:

- Remove failing 15ton package roof top, recover refrigerant and dispose.
- Provide and install one new Daikin roof top unit equal to existing unit.
- Provide and install one new curb adapter as needed to accommodate existing roof opening.
- Connect new equipment to existing gas, power and control systems.
- Provide and install one new stand-alone programmable thermostat as needed. No work is included to address new equipment to existing building automations if any.
- Crank equipment and verify proper operations.

Total price is \$37,220.00

Our proposed unit is currently in stock and could be installed within 10 days of being released.

Thank you for the opportunity to work with you,

Phillip McLain

BRISLIN, Inc.

Heating • Air Conditioning • Plumbing • Process Piping • Industrial Sheet Metal

4051 Military Road
Columbus, MS 39705

Phone: 662-328-5814
Fax: 662-328-5815

February 27, 2024

Starkville Public Library
Attn: Phillip Carter
326 University Drive
Starkville, MS 39759

Re: Lennox 15 Ton HVAC Roof Top Unit Replacement Quote

Dear Phillip,

As you are aware, the Lennox roof top unit heating operation had to be disabled due to its heat exchanger failing. We checked for its replacement and found that there is no longer a replacement heat exchanger available for this model unit. Therefore, we propose to replace the existing Lennox 15 Ton roof top unit with a new Carrier 15 Ton roof top unit featuring the use of R410a (PURON) refrigerant as follows:

1. Remove and dispose of existing equipment per EPA guidelines.
2. Installation of equipment curb adaptor.
3. Installation of one (1) Carrier 48FCDM16 series gas package roof top unit – featuring two (2) stages of cooling and two stages of natural gas heating.
4. Installation of one (1) 0-50% manual outside air damper.
5. Installation of one (1) Ecobee touch screen Wi-fi programmable thermostat powered by Carrier.
6. Installation of condenser coil hail guards.
7. Installation of power wiring, control wiring, and gas piping modifications as required.
8. Rigging of existing and new equipment.
9. Check, test, and starting of equipment per Carrier startup instructions.

Your price for the above work is.....\$34,945.00

Note: Carrier equipment is readily available. The Curb adaptor has a five (5) day lead time once ordered.

The equipment is installed with a one (1) year parts and labor workmanship warranty. Also provided are additional four (4) year compressor parts only and nine (9) year heat exchanger parts only per Carrier limited warranty.

We appreciate the opportunity to quote you and hope to serve you.

Sincerely,



Chris Kendrick
Service Manager
Brislin Inc.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: May 7, 2024
PAGE: Page 1 of 1

SUBJECT:

Discussion and consideration of calling for two public hearings to amend The Municipal Code of Starkville, Mississippi, to update the Fire Prevention and Protection section and add the Right-of-Way Protection section.

SUMMARY:

The proposed changes include updating Section 9, Fire Prevention and Protection, and adding a new section for Right-of-Way Protection. The proposed changes to Fire Prevention and Protection will remove any conflicting language between the Unified Development Code and the adopted Technical Codes. The proposed Right-of-Way Protection section will include permit and enforcement processes for work conducted within Starkville's right-of-way, such as excavations, driveways, culverts, tree maintenance, and telecommunications work.

The Board of Aldermen will hold at least two public hearings. The date, location, and time of the hearings will be announced prior to the hearings.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval to call for two public hearings to amend The Municipal Code of Starkville, Mississippi.



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

AGENDA ITEM DEPT.: Community Dev. - Building
AGENDA DATE: May 7, 2024
PAGE: Page 1 of 1

SUBJECT:

Consideration of travel for Building Official Stein McMullen to attend the National ADA Symposium in Minneapolis, MN, on June 9th -12th, 2024, with advanced travel and registration costs not to exceed \$2,500.00.

AMOUNT & SOURCE OF FUNDING:

Specific funds have been budgeted for this request
001-281-610-350 Travel
001-281-690-553 Training

FISCAL NOTE:

Receipts will be provided upon return

ADDITIONAL INFORMATION:

The National ADA Symposium is an annual conference on the Americans with Disabilities Act and disability-related laws. This comprehensive conference provides the latest information on all areas of the ADA, including regulations and guidelines, implementation strategies, and best practices.

REQUESTING DEPARTMENT:

Community Development – Building Department

FOR MORE INFORMATION CONTACT:

Stein McMullen @ 662-323-2525 ext 3121 or smcmullen@cityofstarkville.org

SUGGESTED MOTION:

Move approval for Building Official Stein McMullen to attend the National ADA in Minneapolis, MN, on June 9 - 12, 2024, with advanced travel and registration costs not to exceed \$2,500.00.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: May 7th, 2024
PAGE: Page 1 of 3

SUBJECT:

Consideration of approving the low quote from Burns Dirt Construction, Inc. in the amount of \$29,991.05 to construct the Spring Street Sidewalk Connector project.

AMOUNT & SOURCE OF FUNDING:

Sidewalk Fee-In-Lieu account 001-000-160-700

FISCAL NOTE:

Current sidewalk fee-in-lieu balance:	\$78,977.42
Spring Street Sidewalk Connector Project:	(\$29,991.05)
Highway 12 Sidewalk Connector Project:	(\$32,420.00)
Remaining sidewalk fee-in-lieu balance:	\$16,566.37

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:

This project dovetails with the MDOT Transportation Alternative (TA) project currently underway at the Highway 12 / Spring Street intersection. The portion of sidewalk being proposed as a part of this agenda item was slated to be installed as a part of the University Crossing parking lot improvements and the Express Care Clinic. However, due to the fact the City was slated to also be making improvements at this intersection the Developer opted to pay the fee in lieu value so that the City could install the sidewalk as a part of the TA project. The Engineering Department is proposing to complete this sidewalk with funding from the sidewalk fee in lieu account which is funded through private developments who pay a Board-approved fee in lieu amount rather than installing the required sidewalk. Two quotes were received from Burns Dirt Construction and T&M Steel. Find attached the quote tabulation and project schematic in the supporting documentation.

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

SUGGESTED MOTION:

Move to approve the low quote from Burns Dirt Construction, Inc. in the amount of \$29,991.05 to construct the Spring Street Sidewalk Connector project.



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

24024- SPRING ST/HWY 12 ADDITIONAL SIDEWALK

Quote Tabulation - 4/24/24

Pay Item No.	Pay Item	Estimated Quantity	Unit	Engineering Estimate		LOW QUOTE			T&M Steel	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Unit Price	Extension
202-B007	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	162.0	SY	\$ 35.00	\$ 5,670.00	\$ 29.14	\$ 4,720.68	\$ 31.00	\$ 5,022.00	
202-B080	REMOVAL OF CONCRETE SIDEWALK (ALL TYPES)	61.0	SY	\$ 25.00	\$ 1,525.00	\$ 35.52	\$ 2,166.72	\$ 40.00	\$ 2,440.00	
202-B089	REMOVAL OF CURB &/OR CURB AND GUTTER (ALL TYPES)	170.0	LF	\$ 15.00	\$ 2,550.00	\$ 20.94	\$ 3,559.80	\$ 22.00	\$ 3,740.00	
203-EX040	B9-6 FILL MATERIAL (LOOSE VOLUME MEASUREMENT)	22.0	CY	\$ 55.00	\$ 1,210.00	\$ 69.41	\$ 1,527.02	\$ 72.00	\$ 1,584.00	
211-B001	TOP SOIL (LOOSE VOLUME MEASUREMENT)	100.0	CY	\$ 65.00	\$ 6,500.00	\$ 62.78	\$ 6,278.00	\$ 65.00	\$ 6,500.00	
225-C001	MULCH, VEG.-MULCH	180.0	SY	\$ 5.00	\$ 900.00	\$ 4.24	\$ 763.20	\$ 5.00	\$ 900.00	
225-A001	GRASSING	180.0	SY	\$ 10.00	\$ 1,800.00	\$ 6.90	\$ 1,242.00	\$ 7.00	\$ 1,260.00	
503-C010	SAWCUT, FULL DEPTH	12.0	LF	\$ 30.00	\$ 360.00	\$ 35.92	\$ 431.04	\$ 40.00	\$ 480.00	
608-A001	CONCRETE SIDEWALK, NO REINFORCEMENT (INCLUDES ADA CURB RAMPS)	48.4	SY	\$ 100.00	\$ 4,840.00	\$ 106.67	\$ 5,162.83	\$ 120.00	\$ 5,808.00	
609-D006	COMBINATION CURB AND GUTTE RTYPE 3	53.0	LF	\$ 35.00	\$ 1,855.00	\$ 34.67	\$ 1,837.51	\$ 38.00	\$ 2,014.00	
613-D011	ADJUSTMENT OF WATER VALVE	1.0	EA	\$ 500.00	\$ 500.00	\$ 606.16	\$ 606.16	\$ 1,500.00	\$ 1,500.00	
699-A001	ROADWAY CONSTRUCTION STAKES	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,162.79	\$ 1,162.79	\$ 1,500.00	\$ 1,500.00	
907-608-C002	DETECTABLE WARNIG PANELS (MAROON0 (2'X5')	10.0	SF	\$ 30.00	\$ 300.00	\$ 53.33	\$ 533.30	\$ 55.00	\$ 550.00	
				Estimate = \$ 25,355.00		Base Quote = \$ 29,991.05		Base Quote = \$ 33,298.00		

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

Stephen Karsholt

Signature



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: May 7th, 2024
PAGE: Page 1 of 3

SUBJECT:

Consideration of approving the low quote from Groundstone Construction in the amount of \$32,420.00 to construct the Highway 12 Sidewalk Connector project.

AMOUNT & SOURCE OF FUNDING:

Sidewalk Fee-In-Lieu account 001-000-160-700

FISCAL NOTE:

Current sidewalk fee-in-lieu balance:	\$78,977.42
Highway 12 Sidewalk Connector Project:	(\$32,420.00)
Spring Street Sidewalk Connector Project:	(\$29,991.05)
Remaining sidewalk fee-in-lieu balance:	\$16,566.37

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:

In the past 5 years the City has made significant strides in creating sidewalk connections along the north side of Highway 12 between Louisville Street and Jackson Street through a series of City-funded and development-funded projects. At this point the only missing sidewalk connection along this block is the portion located along the frontage of Cookout Restaurant. The Engineering Department is proposing to complete this remaining section with funding from our sidewalk fee in lieu account which is funded through private developments who pay a Board-approved fee in lieu amount rather than installing the required sidewalk. Two quotes were received from Burns Dirt Construction and Groundstone Construction. Find attached the quote tabulation and project schematic in the supporting documentation.

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

SUGGESTED MOTION:

Move to approve the low quote from Groundstone Construction in the amount of \$32,420.00 to construct the Highway 12 Sidewalk Connector project.



24016- HWY 12 SIDEWALK CONNECTION- COOKOUT RESTAURANT

Quote Tabulation - 4/25/24

Pay Item No.	Pay Item	Estimated Quantity	Unit	Engineering Estimate		Burns Dirt Construction, Inc.		LOW QUOTE	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Erosion Control	80.0	LF	\$ 15.00	\$ 1,200.00	\$ 7.87	\$ 629.60	\$ 20.00	\$ 1,600.00
2	Clear and Grub	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,525.42	\$ 1,525.42	\$ 1,320.00	\$ 1,320.00
3	Sawcut Concrete (All Types)	13.0	LF	\$ 50.00	\$ 650.00	\$ 62.87	\$ 817.31	\$ 75.00	\$ 975.00
4	Removal of Curb (All Types)	12.0	LF	\$ 25.00	\$ 300.00	\$ 36.71	\$ 440.52	\$ 140.00	\$ 1,680.00
5	4" Concrete Sidewalk (Including ADA Ramps)	43.0	SY	\$ 130.00	\$ 5,590.00	\$ 243.87	\$ 10,486.41	\$ 135.00	\$ 5,805.00
6	Detectable Warning Panels (Maroon) (2'x5')	2.0	EA	\$ 300.00	\$ 600.00	\$ 533.33	\$ 1,066.66	\$ 300.00	\$ 600.00
7	B9-6 Fill Material (Loose Volume Measurement)	20.0	CY	\$ 50.00	\$ 1,000.00	\$ 84.37	\$ 1,687.40	\$ 75.00	\$ 1,500.00
8	Turndown Footing & Curb Combo	55.0	LF	\$ 90.00	\$ 4,950.00	\$ 133.33	\$ 7,333.15	\$ 105.00	\$ 5,775.00
9	Guardrail (Length Per Plans)	1.0	EA	\$ 4,000.00	\$ 4,000.00	\$ 10,600.00	\$ 10,600.00	\$ 7,900.00	\$ 7,900.00
10	Establishment of Permanent Vegetation (Spring/Summer Mix No. 1)	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 849.27	\$ 849.27	\$ 1,765.00	\$ 1,765.00
11	Maintenance of Traffic	1.0	LS	\$ 4,000.00	\$ 4,000.00	\$ 5,471.31	\$ 5,471.31	\$ 3,000.00	\$ 3,000.00
12	Irrigation Replacement	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,347.38	\$ 1,347.38	\$ 500.00	\$ 500.00
				Estimate =	\$ 25,290.00	Base Quote =	\$ 42,254.43	Base Quote =	\$ 32,420.00

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

Stephen Kacholn

Signature

LEGEND

PROPOSED SIDEWALK

EXISTING SIDEWALK

- NOTES:
1.

CONTRACTOR SHALL SAWCUT AND REMOVE EXISTING CURB AND GUTTER TO CONSTRUCT ADA CURB RAMP / SIDEWALK TIES WITH NEW CURB AND GUTTER.
2.

CONNECT TO EXISTING CURB AND GUTTER AND/OR SIDEWALK. MATCH EXISTING IN GRADE, TYPE AND ALIGNMENT.
3.

NEW SIDEWALK TO ABUT EXISTING CURB INLET CONCRETE TOP. INSTALL EXPANSION JOINT FILLER WITH SEALANT ALONG EDGE OF CURB INLET TOP. SIDEWALK ELEVATION TO MATCH EXISTING CURB INLET TOP ELEVATION.



HWY 12 SIDEWALK CONNECTION

COOKOUT RESTAURANT

STARKVILLE, MS

SITE PLAN



MISSISSIPPI'S COLLEGE TOWN

STARKVILLE

THE CITY OF STARKVILLE ENGINEERING DEPT.

110 W. MAIN STREET, STARKVILLE, MS 39759

P: 662-323-2525 F: 662-323-4143

REVISIONS:

DATE: APRIL 2024

DRAWN BY: SRK

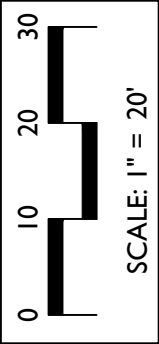
CHECKED BY: DAG

Q.C. BY: CAB

SCALE: 1" = 20'

PROJECT #: 24016

SHEET NUMBER: C1.0





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

AGENDA ITEM DEPT.: Engineering & Street

AGENDA DATE: 05.07.24

PAGE: 1 of 19

SUBJECT: Consideration of approval of Garver, LLC Engineering Services Contract for the Spring Street South Connector Transportation Alternatives (TA) project using MDOT small purchase procedure; and authorization for Mayor to execute any necessary MDOT paperwork for this project in accordance with the MDOT Local Public Agencies (LPA) Manual.

AMOUNT & SOURCE OF FUNDING

\$68,000, Fund 300- Capital Projects Fund

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering & Street

DIRECTOR'S

AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT: Chris Williams

The City was awarded \$700,000 for the Spring Street South Connector Project, which involves the construction of pedestrian and bicycle infrastructure from the Spring Street/Highway 12 intersection project to Lockley Way.

This professional services contract is for the surveying, design, and bidding for the project in accordance with MDOT and FHWA guidelines and processes.

SUGGESTED MOTION: Move for approval of Garver, LLC Engineering Services Contract for the Spring Street South Connector Transportation Alternatives (TA) project using MDOT small purchase procedure; and authorization for Mayor to execute any necessary MDOT paperwork for this project in accordance with the MDOT Local Public Agencies (LPA) Manual.



THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made as of the Effective Date by and between the **City of Starkville, Mississippi** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner intends to improve the roadway and construct sidewalk improvements along Spring Street between Highway 12 and Locksley Way in Starkville, Mississippi (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.



3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within forty-five (45) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within forty-five (45) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. **AMENDMENTS**

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("**Amendment**"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. **OWNER'S RESPONSIBILITIES**

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3 Owner shall give prompt written notice to Garver whenever Owner observes or otherwise



becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4 Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5 Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6 GENERAL REQUIREMENTS

6.1 Standards of Performance.

- 6.1.1 Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2 Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3 On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4 Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5 Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.
- 6.1.6 In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly



do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2 Instruments of Service.

- 6.2.1 Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the “**Deliverables**”), shall become the property of Owner subject to the terms and conditions stated herein.
- 6.2.2 Electronic Media. Owner hereby agrees that all electronic media, including CADD files (“**Electronic Media**”), are tools used solely for the preparation of the Deliverables. Upon Owner’s written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner’s software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall release Garver, Garver’s subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner’s possession or released to others by Owner. Garver’s sole responsibility for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.
- 6.2.3 Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse (“**Intellectual Property**”), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.
- 6.2.4 License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver’s subconsultants. To the extent permitted by applicable law, Owner shall release Garver, Garver’s subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner’s use of the Intellectual Property contrary to the rights permitted herein.

6.3 Opinions of Cost.

- 6.3.1 Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)’ methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver’s opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver’s experience and qualifications and represent Garver’s reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that



proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

- 6.3.2 Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4 Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5 Design without Construction Phase Services.

- 6.5.1 If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.6 Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall release Garver and Garver's subconsultants, and their Personnel from any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7 Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.



Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7 INSURANCE

7.1 Insurance.

7.1.1 Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2 Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8 DOCUMENTS

8.1 Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2 Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9 INDEMNIFICATION / WAIVERS

9.1 Indemnification.

9.1.1 Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2 [Not used]

9.1.3 In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2 Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1 The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2 Mutual Waiver. To the fullest extent permitted by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit



(actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3 Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, and to the extent allowed by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to the amount of insurance coverage shown on Exhibit C, which is attached and incorporated hereto as if fully stated herein.

9.2.4 No Other Warranties. To the fullest extent permitted by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, no other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5 The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10 DISPUTE RESOLUTION

10.1 Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may pursue litigation.

11. TERMINATION

11.1 Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2 Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the



non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

- 11.3 Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1 Governing Law. This Agreement is governed by the laws of the State of Mississippi, without regard to its choice of law provisions.
- 12.2 Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3 Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4 No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5 Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6 Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1 The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule



Exhibit C – Insurance
Exhibit D – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

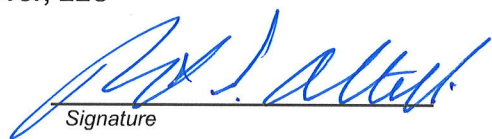
Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Starkville, Mississippi

Garver, LLC

By: _____
Signature

By: 
Signature

Name: _____
Printed Name

Name: Nick J. Altobelli
Printed Name

Title: _____

Title: Senior Project Manager

Date: _____

Date: 5/2/2024

Attest: _____

Attest: M. S. W.



EXHIBIT A (SCOPE OF SERVICES)

1. General

Generally, GARVER's scope of services will include survey, environmental, design, and bidding services for the Preliminary Engineering phase per the Project Development Manual for Local Public Agencies for the construction of roadway improvements and a new sidewalk along Spring Street between Highway 12 and Locksley Way in Starkville, MS. Also included in the project scope are the design of lighting improvements along the proposed sidewalk, and the design of modifications required to convert the traffic signal at Spring Street and Locksley Way to camera detection.

2. Surveys

2.1. Design Surveys

Tice Engineering, Inc. ("TICE") under a subconsultant agreement with Garver will provide field survey data for designing the project.

TICE will conduct field surveys, office work, and research for the project to include production of CAD files for use in design. TICE will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. TICE will also establish control points for use during construction.

2.2. Property Surveys

No property surveys will be required under this contract.

2.3. Field Staking

Field staking will not be required prior to the Field Review meeting.

3. Geotechnical Services

Geotechnical services are excluded from the scope of this project.

4. Coordination

GARVER will attend the following meetings with the Owner and other agencies:

1. Kick-Off Meeting
2. Field Review Meeting
3. Office Review Meeting
4. Pre-Bid Meeting
5. Bid Opening

GARVER will prepare exhibits for these meetings when appropriate and provide meeting minutes. As per the Project Development Manual for Local Public Agencies, GARVER will be responsible for producing Field Review and Office Review reports to be submitted to the MDOT District LPA Engineer.

5. Kick-Off Meeting



The Kick-Off meeting will be held between GARVER, the Owner and all agencies involved to establish the limits of the project, discuss the proposed improvements, and to establish design criteria and design standards. GARVER will not begin survey or design until after the kick-off meeting is held.

6. Environmental Documentation

Per the Project Development Manual for Local Public Agencies, GARVER will be responsible for preparation of all environmental documents. For this project, a Class II (Categorical Exclusion) will be required. Garver will complete the ENV-160-LPA form, provide a project constraints map and make a site visit. Any other environmental work will be considered additional services.

7. Field Review

Upon completion of approximately fifty percent (50%) of the project, a Field Review meeting will be held at the project location with all agencies involved to review the design. Section 5.4 of the Project Development Manual for Local Public Agencies defines the plan sheets required for this submittal.

8. Office Review and Final Design (90% and 100% Submittals)

As part of these phases, GARVER will make all revisions from the Field Review meeting and upon 90% completion, provide an Office Review set of plans to the Owner and all agencies involved to review. After revising the plans from comments presented of the Office Review meeting, GARVER will prepare the construction documents and final design plans as required to advertise for bids. Section 5.4 of the Project Development Manual for Local Public Agencies defines the plan sheets required for these submittals.

9. Permits

Since it is anticipated that the project will disturb a total area larger than one (1) acre but less than five (5) acres, in accordance with Mississippi Department of Environmental Quality (MDEQ) requirements, the development of a Small Construction Notice of Intent (SCNOI) and Storm Water Pollution Prevention Plan (SWPPP) is required to be developed. The SCNOI and SWPPP is not required to be submitted to MDEQ. The CONTRACTOR will be responsible for the development of the SCNOI and SWPPP.

10. Bidding Services

Bidding services are included for this project.

1. Prepare and submit Advertisement for Bids to Owner to be advertised in newspaper(s) per Mississippi public works law. Owner will pay advertising costs outside of this contract.
2. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
3. Support the contract documents by preparing addenda as appropriate.
4. Participate in a pre-bid meeting.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Evaluate bids and recommend award.
8. Prepare construction contracts.
9. Issue a Notice to Proceed to the Contractor.



11. Construction Phase Services

No construction phase services will be included under this contract.

12. Extra Work

The following items are not included under this agreement but will be considered as Additional Services:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval
2. Submittals or deliverables in addition to those listed herein
3. Design of utility relocation(s)
4. Construction Phase Services
5. Construction materials testing
6. Construction staking
7. Design of Retaining Walls or of other significant structures
8. Traffic Signal Design
9. Any environmental work other than those services listed in section 2.6 above
10. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR
11. Services after construction, such as warranty follow-up, operations support, etc.
12. Geotechnical Investigations
13. Property mapping and Right-of-Way/Easement acquisition documents
14. Cost of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

13. In addition to those obligations set forth in the Agreement, Owner shall:

- 13.1. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 13.2. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 13.3. Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.
- 13.4. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 13.5. Furnish Garver a current boundary survey with easements of record plotted for the project property.
- 13.6. Pay all plan review and advertising costs in connection with the project.
- 13.7. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- 13.8. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.



- 13.9. Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Survey - Tice	\$8,600.00	LUMP SUM
Environmental	\$2,500.00	LUMP SUM
Lighting/Fiber/Signal	\$12,500.00	LUMP SUM
Field Review Plans	\$15,000.00	LUMP SUM
Office Review Plans	\$11,500.00	LUMP SUM
PS&E Submittal	\$9,400.00	LUMP SUM
Bidding Services	\$8,500.00	LUMP SUM
TOTAL FEE	\$68,000.00	

The lump sum amount to be paid under this Agreement is \$68,000.00. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1st, 2025.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.



Exhibit B
City of Starkville
Spring Street South Connector
Garver Hourly Rate Schedule: July 2024 - June 2025

Classification	Rates	Classification	Rates
Engineers / Architects		Environmental Specialists	
E-1	\$ 127.00	ES-1	\$ 101.00
E-2	\$ 147.00	ES-2	\$ 135.00
E-3	\$ 185.00	ES-3	\$ 163.00
E-4	\$ 215.00	ES-4	\$ 201.00
E-5	\$ 245.00	ES-5	\$ 253.00
		ES-6	\$ 308.00
Technicians		Administration / Management	
T-1	\$ 92.00	AM-1	\$ 73.00
T-2	\$ 118.00	AM-2	\$ 98.00
T-3	\$ 143.00	AM-3	\$ 138.00
Surveyors		Construction Observation	
S-1	\$ 58.00	C-1	\$ 113.00
S-2	\$ 75.00	C-2	\$ 144.00
S-3	\$ 100.00	C-3	\$ 175.00
S-4	\$ 145.00		
2-Man Crew (Survey)	\$ 219.00		



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000



**EXHIBIT D
(FORM OF AMENDMENT)**

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
City of Starkville, MISSISSIPPI
Project No. T32-2301981**

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the City of Starkville, Mississippi (“**Owner**”) and Garver, LLC (“**Garver**”), dated [Insert date] (the “**Agreement**”).

This Amendment No. [?] adds/modifies the Services for the [**Describe improvements and location**].

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Starkville, Mississippi

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 05/07/2024

PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2023- 2024 Budget

FISCAL NOTE: Total Claims for the **FY 24** Claims Docket Ending May 02, 2024 is \$2,010,445.66
Of which the claims amount for Starkville Utilities is \$3,772.57

REQUESTING

DEPARTMENT: Finance and Administration

DIRECTOR'S

AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Cindy Perkins, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities as of May 02, 2024 for fiscal years ending 09/30/24 acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

CLAIMS DOCKET

By Fund

Post Dates 4/22/2024 - 5/2/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
NEX TECH OPERATIONS LLC	9508	03/08/2024	TECH DISPOSAL SVCS	001-000-054-205	1,058.88
CON10GENCY CONSULTING	SO-2877	03/12/2024	2 AVON PROTECTION CLEAR OUTSERT	001-000-334-126	136.80
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-000-054-205	697.60
KRONOS	12226471	04/08/2024	PAYROLL	001-000-053-206	395.23
KRONOS	12226471	04/08/2024	PAYROLL	001-000-054-205	790.45
WALMART- CAPITAL ONE	665499	04/12/2024	\$25 GIFT CARDS FOR DISPATCH & ANIMAL CONTROL APPER	001-000-160-698	256.98
WALMART- CAPITAL ONE	622640	04/19/2024	DISPATCH/NIMAL CONTROL APPRECIATION LUNCHEON	001-000-160-698	64.49
JONATHAN WADE	INV0037266	04/19/2024	REIMBURSEMENT FOR APPERCIATION FOR 911	001-000-160-697	136.98
EAST MISSISSIPPI LUMBER CO.	INV0037280	04/25/2024	WATER DEPT. SOCKETS	001-000-053-206	11.18
CADENCE /ELAN VISA	INV0037291	04/30/2024	INDEED FOR APRIL	001-000-054-205	456.58
Outstanding Total:					4,005.17
Paid					
AUSTIN JACKSON	1331555	04/24/2024	OVER PAID	001-000-149-691	105.75
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	FEB2024	04/24/2024	FEBRUARY 2024 TAXES COLLECTED	001-000-200-084	1,607.39
DOROTHY ROBINSON FOSTER	INV0037257	04/24/2024	RESTITUTION	001-000-330-182	50.00
CORY SHIERS	INV0037258	04/24/2024	RESTITUTION FROM DANIEL PRESTON	001-000-330-182	200.00
MISSISSIPPI BUREAU OF NARCOTICS	INV0037260	04/24/2024	SEIZED FUNDS QUA'DARRIUS PETTIGREW	001-000-120-618	6,636.71
DAVID HILL, ATTORNEY A...	INV0037261	04/24/2024	SEIZED FUNDS QUA'DARRIUS PETTIGREW	001-000-120-618	8,284.64
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	MARCH2024	04/24/2024	MARCH 2024 TAXES COLLECTED	001-000-200-084	148.70
Paid Total:					17,033.19
Department 000 - UNDESIGNATED Total:					21,038.36
Department: 005 - DUE FROM SFM					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-005-054-208	1,289.63
ATMOS ENERGY	INV0037255	04/06/2024	MONTHLY USAGE	001-005-054-208	132.74
CANON FINANCIAL SERVICES, INC	32422049	04/12/2024	CONTRACT & METER USAGE	001-005-054-208	434.06
ATMOS ENERGY	INV0037268	04/22/2024	MONTHLY USAGE	001-005-054-208	79.65
Outstanding Total:					1,936.08
Department 005 - DUE FROM SFM Total:					1,936.08
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0037256	03/25/2024	MONTHLY USAGE	001-100-604-330	176.59
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-100-604-330	77.34
VERIZON WIRELESS	9960655435	04/02/2024	MONTHLY USAGE	001-100-604-330	80.02
MS MUNICIPAL LEAGUE	37919271	04/24/2024	2024 MML CONFERENCE H VAUGHN SR	001-100-610-350	325.00
MS MUNICIPAL LEAGUE	37919884	04/24/2024	2024 MML CONFERENCE M BROOKS	001-100-610-350	325.00
MS MUNICIPAL LEAGUE	37920631	04/24/2024	2024 MML CONFERENCE	001-100-610-350	325.00
CSPIRE WIRELESS	INV0037297	04/25/2024	MONTHLY USAGE	001-100-604-330	176.40

CLAIMS DOCKET

Post Dates: 4/22/2024 - 5/2/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MS MUNICIPAL LEAGUE	38096569	04/30/2024	MML SUMMER CONFERENCE H BEATTY	001-100-610-350	325.00
MS MUNICIPAL LEAGUE	38096901	04/30/2024	MMLSUMMER CONFERENCE K MORELAND	001-100-610-350	325.00
Outstanding Total:					2,135.35
Department 100 - BOARD OF ALDERMEN Total:					2,135.35

Department: 110 - MUNICIPAL COURT

Outstanding

AMAZON CAPITAL SERVICES, INC.	1DRK-LMF9-3TJD	03/12/2024	INK TONER 4 PACK	001-110-501-200	149.00
AMAZON CAPITAL SERVICES, INC.	11M4-RNY7-1HNQ	03/25/2024	PAPER,ENVELOPES,MASK	001-110-501-200	256.47
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-110-604-330	77.34
VERIZON WIRELESS	9960655435	04/02/2024	MONTHLY USAGE	001-110-604-330	40.01
CANON FINANCIAL SERVICES, INC	32422053	04/12/2024	CONTRACT & METER USAGE	001-110-604-330	125.32
CANON FINANCIAL SERVICES, INC	32422057	04/12/2024	CONTRACT & METER USAGE	001-110-604-330	99.74
QUADIENT FINANCE USA, INC.	INV0037279	04/17/2024	POSTAGE ON METER	001-110-604-330	175.00
Outstanding Total:					922.88
Department 110 - MUNICIPAL COURT Total:					922.88

Department: 120 - MAYORS OFFICE

Outstanding

MS MUNICIPAL LEAGUE	37973	02/08/2024	MYC CONFERENCE	001-120-600-340	1,100.00
AMAZON CAPITAL SERVICES, INC.	177F-9NCX-Q4MY	03/17/2024	COFFEE,CREAMER,SUGAR,ETC	001-120-503-202	365.29
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-120-604-330	77.34
NARRATIVE 12	APRIL2024	04/10/2024	THINK GREEN PROMOTIONS	001-120-600-302	1,975.00
CANON FINANCIAL SERVICES, INC	32422056	04/12/2024	CONTRACT & METER USAGE	001-120-604-330	86.72
MS MUNICIPAL LEAGUE	37918500	04/24/2024	2024 MML CONFERENCE MAYOR SPRUILL	001-120-610-350	325.00
CADENCE /ELAN VISA	1241175278993422204	04/26/2024	KROGER/DRINKS & WATER/MEETINGS & FOR THE PUBLIC	001-120-503-202	235.05
NARRATIVE 12	043024	04/30/2024	SOCIAL MEDIA/PUBLIC INFORMATION	001-120-600-302	4,500.00
Outstanding Total:					8,664.40
Department 120 - MAYORS OFFICE Total:					8,664.40

Department: 123 - IT

Outstanding

NEX TECH OPERATIONS LLC	9508	03/08/2024	TECH DISPOSAL SVCS	001-123-600-301	3,970.80
SADA SYSTEMS	233343	03/19/2024	G SUITE LICENSE	001-123-604-330	720.00
CSPIRE WIRELESS	INV0037256	03/25/2024	MONTHLY USAGE	001-123-604-330	87.56
SOUTHERN TELECOMMUNICATIONS	INV0037240	03/26/2024	MONTHLY USAGE	001-123-604-330	106.50
SOUTHERN TELECOMMUNICATIONS	INV0037240	03/26/2024	MONTHLY USAGE	001-123-604-330	106.50
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-123-604-330	77.34
VERIZON WIRELESS	9960655435	04/02/2024	MONTHLY USAGE	001-123-604-330	560.16
HOWARD INDUSTRIES	4988352024	04/03/2024	SERVER LICENSE	001-123-600-300	1,109.00
GOVERNMENT LEASING, LLC	GLC23851-51/60	04/05/2024	5 CAMERAS	001-123-918-806	667.00
CADENCE /ELAN VISA	3385	04/08/2024	GOOGLE STORAGE	001-123-600-300	19.99
CANON FINANCIAL SERVICES, INC	32422048	04/12/2024	CONTRACT & METER USAGE	001-123-604-330	107.48
CADENCE /ELAN VISA	4021	04/21/2024	HSW GATE.COM	001-123-600-300	19.95
MAXXSOUTH BROADBAND	INV0037281	04/25/2024	CAMERA 100 W LAMPKIN ST	001-123-625-380	45.63
CSPIRE WIRELESS	INV0037297	04/25/2024	MONTHLY USAGE	001-123-604-330	53.03
CADENCE /ELAN VISA	A6CC7E6B-0001	04/29/2024	HELPDESK SOFTWARE	001-123-600-300	900.00
MAXXSOUTH BROADBAND	INV0037283	04/29/2024	CAMERA 114 MILL ST	001-123-625-380	55.63

CLAIMS DOCKET

Post Dates: 4/22/2024 - 5/2/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0037282	04/30/2024	CAMERA 100 S MONTGOMERY ST/JACKET INTERSECTION	001-123-625-380	45.63
MAXXSOUTH BROADBAND	INV0037284	04/30/2024	CAMERA 100 SPRUILL PL & SPRING ST INTERSECTION	001-123-625-380	45.63
Outstanding Total:					8,697.83
Department 123 - IT Total:					8,697.83

Department: 142 - CITY CLERKS OFFICE

Outstanding					
U.S. BANK	7267077	03/25/2024	CUSTODY AGREEMENT 2022 CITY OF STARKVILLE & US BAN	001-142-600-338	1,500.00
CSPIRE WIRELESS	INV0037256	03/25/2024	MONTHLY USAGE	001-142-604-330	48.91
SOUTHERN TELECOMMUNICATIONS	INV0037240	03/26/2024	MONTHLY USAGE	001-142-604-330	53.25
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-142-604-330	77.34
VERIZON WIRELESS	9960655435	04/02/2024	MONTHLY USAGE	001-142-604-330	40.01
CADENCE /ELAN VISA	8393	04/05/2024	APRIL STORAGE L HARDIN	001-142-604-330	0.99
REYNOLDS/RENASANT INSURANCE AGENCY	1363519	04/10/2024	RENEW BOND B BRUMLEY-EDWARDS	001-142-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1363783	04/10/2024	NEW BOND J DEW	001-142-620-371	175.00
CANON FINANCIAL SERVICES, INC	32422047	04/12/2024	CONTRACT & METER USAGE	001-142-604-330	482.01
CANON FINANCIAL SERVICES, INC	32422053	04/12/2024	CONTRACT & METER USAGE	001-142-604-330	125.32
NELCO	9429051	04/16/2024	CHECK STOCK-CITY CLERK-AP	001-142-501-200	663.85
CANON SOLUTIONS AMERICA*	149032970	04/17/2024	STAPLES FOR COPIER	001-142-501-200	75.00
STEPHENS INC	362365-04	04/17/2024	TREASURY SETTLEMENTS	001-142-600-338	1,000.00
QUADIENT FINANCE USA, INC.	INV0037279	04/17/2024	POSTAGE ON METER	001-142-604-330	100.00
CSPIRE WIRELESS	INV0037297	04/25/2024	MONTHLY USAGE	001-142-604-330	48.84
CADENCE /ELAN VISA	86176553	04/26/2024	L CARTER EMBASSY SUITES ROOM CLERK TRAINING	001-142-610-350	453.00
LISA CARTER	INV0037272	04/26/2024	REIMBURSEMENT FOR MEALS/CITY CLERK TRAINING	001-142-610-350	66.94
Outstanding Total:					5,085.46
Department 142 - CITY CLERKS OFFICE Total:					5,085.46

Department: 169 - LEGAL

Outstanding					
STARKVILLE DAILY NEWS	300248340	03/31/2024	ADA-PH	001-169-615-342	85.76
STARKVILLE DAILY NEWS	300248864	04/24/2024	BIDS-OLD MAYHEW RD	001-169-615-342	122.28
STARKVILLE DAILY NEWS	300248873	04/25/2024	SE-SCALE ST	001-169-615-342	49.08
STARKVILLE DAILY NEWS	300248878	04/26/2024	SE-HERBERT ST	001-169-615-342	31.92
STARKVILLE DAILY NEWS	300248881	04/27/2024	SIGN EXCEPTION-MISKELLY	001-169-615-342	64.32
Outstanding Total:					353.36
Department 169 - LEGAL Total:					353.36

Department: 180 - HUMAN RESOURCES

Outstanding					
VERIZON WIRELESS	9960655435	04/02/2024	MONTHLY USAGE	001-180-604-330	696.37
FEDEX	8-457-85671	04/03/2024	PAYROLL	001-180-691-505	104.76
CLINIC AT ELM LAKE, THE	39320	04/05/2024	DRUG SCREEN S JOHNSON	001-180-600-320	70.00
KRONOS	12226471	04/08/2024	PAYROLL	001-180-610-340	2,766.58
CLINIC AT ELM LAKE, THE	39353	04/09/2024	NON DOT BREATH ALCOHOL TEST	001-180-600-320	30.00
CANON FINANCIAL SERVICES, INC	32422048	04/12/2024	CONTRACT & METER USAGE	001-180-604-330	107.48
CLINIC AT ELM LAKE, THE	39431	04/16/2024	NON DOT BREATH ALCOHOL TEEST	001-180-600-320	65.00
FEDEX	8-472-24324	04/26/2024	PAYROLL	001-180-691-505	34.78

CLAIMS DOCKET

Post Dates: 4/22/2024 - 5/2/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CADENCE /ELAN VISA	INV0037291	04/30/2024	INDEED FOR APRIL	001-180-610-340	26.68
Outstanding Total:					3,901.65
Department 180 - HUMAN RESOURCES Total:					3,901.65
Department: 190 - CITY PLANNER					
Outstanding					
CSPIRE WIRELESS	INV0037256	03/25/2024	MONTHLY USAGE	001-190-604-330	482.45
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-190-604-330	77.33
VERIZON WIRELESS	9960655435	04/02/2024	MONTHLY USAGE	001-190-604-330	179.98
AMAZON CAPITAL SERVICES, INC.	19Q3-HPQV-1PNL	04/10/2024	NAME PLATE	001-190-600-310	20.97
CANON FINANCIAL SERVICES, INC	32422056	04/12/2024	CONTRACT & METER USAGE	001-190-604-330	86.73
QUADIENT FINANCE USA, INC.	INV0037279	04/17/2024	POSTAGE ON METER	001-190-604-330	150.00
ESRI-ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	94707754	04/18/2024	ARCGIS ONLINE VIEWER ANNUAL SUBSCRIPTION	001-190-918-807	220.00
CSPIRE WIRELESS	INV0037297	04/25/2024	MONTHLY USAGE	001-190-604-330	482.35
Outstanding Total:					1,699.81
Paid					
CADENCE /ELAN VISA	INV0037262	04/24/2024	W HOTELS TRAVEL D HAVELIN	001-190-610-350	851.20
Paid Total:					851.20
Department 190 - CITY PLANNER Total:					2,551.01
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
CINTAS	4186356754	03/14/2024	SOAP,PAPER TOWELS,MATS	001-192-510-220	52.96
NORTHEAST EXTERMIN- CITY HALL ACCT	98190	04/08/2024	MONTHLY EXTERMINATING CITY HALL	001-192-600-338	45.00
CINTAS	4189224366	04/11/2024	SUPPLIES	001-192-510-220	74.67
CINTAS	4189224400	04/11/2024	SUPPLIES	001-192-510-220	31.21
CINTAS	4189944667	04/18/2024	SUPPLIES	001-192-510-220	52.09
STARKVILLE UTILITIES	INV0037271	04/19/2024	MONTHLY USAGE	001-192-625-380	2,191.54
CINTAS	4190662231	04/25/2024	SUPPLIES	001-192-510-220	93.46
STARKVILLE UTILITIES	INV0037290	04/26/2024	MONTHLY USAGE	001-192-625-380	2,329.60
FUELMAN / FLEETCOR	NP66322789	04/29/2024	FUEL CHARGES 4/22-4/28/24	001-192-510-204	25.65
Outstanding Total:					4,896.18
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					4,896.18
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTON YOUNG CORP.	170	04/08/2024	ODD FELLOW,BRUSH ARBOR LAWN CARE SERVICE	001-196-630-425	800.00
HAMPTON YOUNG CORP.	170	04/08/2024	ODD FELLOW,BRUSH ARBOR LAWN CARE SERVICE	001-196-631-402	1,600.00
HAMPTON YOUNG CORP.	170	04/08/2024	ODD FELLOW,BRUSH ARBOR LAWN CARE SERVICE	001-196-637-637	600.00
Outstanding Total:					3,000.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,000.00
Department: 197 - ENGINEERING					
Outstanding					
AMAZON CAPITAL SERVICES, INC.	19HJ-JNRL-3TMT	02/26/2024	COMPUTER DOCL	001-197-501-200	131.54
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-197-604-330	77.33
CANON FINANCIAL SERVICES, INC	32422056	04/12/2024	CONTRACT & METER USAGE	001-197-604-330	86.73
Outstanding Total:					295.60
Department 197 - ENGINEERING Total:					295.60

CLAIMS DOCKET

Post Dates: 4/22/2024 - 5/2/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 201 - POLICE DEPARTMENT					
Outstanding					
MID-SOUTH UNIFORM & SUPPLY, INC	645397	12/20/2023	7 SERGEANT BADGES 4 LIEUTENANT BADGES	001-201-535-233	1,684.43
MID-SOUTH UNIFORM & SUPPLY, INC	645901	01/11/2024	2 PANTS FOR DAILEY	001-201-535-233	132.28
ACK ENTERPRISES INC	126969	01/22/2024	UNIFORMS/SHIRTS & PANTS	001-201-535-233	882.47
TRI-STARR MUFFLER & BRAKES	262848	01/30/2024	VIN#8070 DIAGNOSTIC OPENED MOTOR	001-201-630-360	200.00
COMSOUTH	TUPQ2992	02/13/2024	INVESTIGATIONS (4) TRAVEL CHARGERS	001-201-556-251	277.04
TRI-STARR MUFFLER & BRAKES	462748	02/19/2024	VIN#8069 PLUGS, COIL & LABOR	001-201-630-360	425.92
AMAZON CAPITAL SERVICES, INC.	1X1V-TKN7-QTP3	02/25/2024	PRINTER SWITCH	001-201-501-200	21.98
CANNON FORD LINCOLN	29809	03/04/2024	MISC REPAIRS ON TRANSMISSION VIN#7162	001-201-630-360	2,720.38
TRI-STARR MUFFLER & BRAKES	462809	03/05/2024	VIN#6637 REMAKE KEYS/LABOR	001-201-630-360	405.00
TRI-STARR MUFFLER & BRAKES	462814	03/07/2024	VIN#7166 CRANK SENSOR/LABOR	001-201-630-360	240.36
TRI-STARR MUFFLER & BRAKES	462824	03/08/2024	VIN#5932 REAR PADS, AIR FILTER, COOLANT, & LABOR	001-201-630-360	266.90
STARKVILLE FAMILY PRACTICE	STA21622A1	03/08/2024	PRISONER MEDICAL K JENKINS	001-201-541-240	125.00
STARKVILLE FAMILY PRACTICE	STA16292A1	03/12/2024	PRISONER MEDICAL L WEAVER	001-201-541-240	125.00
STARKVILLE FAMILY PRACTICE	STA1116A2	03/18/2024	PRISONER MEDICAL J LUCIOUS	001-201-541-240	100.00
ADEN DODD	INV0037264	03/22/2024	REIMBURSEMENT MILEAGE FOR TRAINING TRAVEL	001-201-690-552	57.54
ADEN DODD	INV0037265	03/22/2024	REIMBURSEMENT ON MEALS FROM TRAINING TRAVEL	001-201-690-552	163.47
CSPIRE WIRELESS	INV0037256	03/25/2024	MONTHLY USAGE	001-201-604-330	2,845.17
SOUTHERN TELECOMMUNICATIONS	INV0037240	03/26/2024	MONTHLY USAGE	001-201-604-330	106.50
SOUTHERN TELECOMMUNICATIONS	INV0037240	03/26/2024	MONTHLY USAGE	001-201-604-330	126.93
AT&T MOBILITY	287308925437X04052024	03/27/2024	MONTHLY USAGE	001-201-604-330	2,089.87
MAGNOLIA BOTTLED WATER CO	73011	03/27/2024	8 COOLER WATER	001-201-501-200	80.00
AT&T VPN SERVICE	2590427801	03/29/2024	DPS-NCIC 3/29-4/28/24	001-201-604-330	232.74
JUSTIN JARVIS	INV0037277	03/29/2024	REIMBURSEMENT FOR MEALS/FBI FIREARMS INSTRUCTOR	001-201-690-552	174.29
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-201-604-330	347.33
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-201-604-330	77.33
JOHN PEARSON	737456	03/31/2024	REIMBURSE CLOTHING ALLOWANCE	001-201-535-233	500.00
BJ'S FAMILY PHARMACY	INV0037243	03/31/2024	MEDICINE FOR PRISONER K LINDSEY	001-201-541-240	8.65
TK ELEVATOR CORP	3007813996	04/01/2024	QTRLY ELEVATOR MAINTENANCE	001-201-630-426	1,179.18
CANON SOLUTIONS AMERICA*	6007607886	04/01/2024	MAINTENANCE	001-201-615-343	13.35
AT&T VPN SERVICE	6802897801	04/01/2024	NCIC MARCH 2024	001-201-604-330	205.61
VERIZON WIRELESS	9960655435	04/02/2024	MONTHLY USAGE	001-201-604-330	1,728.02
VERIZON WIRELESS	9960655435	04/02/2024	MONTHLY USAGE	001-201-690-450	600.15
STARKVILLE FAMILY PRACTICE	STA1116A3	04/02/2024	PRISONER MEDICAL J LUCIOUS	001-201-541-240	100.00
STARKVILLE FAMILY PRACTICE	STA21658A1	04/03/2024	PRISONER MEDICAL A AMOS	001-201-541-240	100.00
NEWELL PAPER COMPANY	3163442	04/04/2024	CLOROX, PAPER, PINESOL, TOWELS, MOPHEAD, BATH TISSUE	001-201-555-208	385.89
GTPDD PHARMACY	42496	04/04/2024	PRISONER MEDICINE J LUCIOUS	001-201-541-240	39.28
DPS CRIME LAB	90143640	04/04/2024	ANALYTICAL FEES	001-201-600-300	120.00
BRANDON LOVELADY	INV0037245	04/04/2024	REIMBURSE FOR MEALS DURING TRAINING	001-201-690-552	82.50

CLAIMS DOCKET

Post Dates: 4/22/2024 - 5/2/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MARK BALLARD	INV0037254	04/04/2024	REIMBURSE MEALS FOR TRAINING	001-201-690-552	72.02
MAXXSOUTH BROADBAND	INV0037242	04/06/2024	FORESNIC LAB INTERNET	001-201-604-330	182.29
ATMOS ENERGY	INV0037255	04/06/2024	MONTHLY USAGE	001-201-625-380	187.09
NORTHEAST EXTERM- POLICE ACCT	98189	04/08/2024	MONTHLY EXTERMINATING POLICE DEPARTMENT	001-201-600-300	50.00
ARMY NAVY PAWN SHOP	041024	04/10/2024	HOLSTER/DODD	001-201-535-233	170.00
CADENCE /ELAN VISA	115894	04/10/2024	TASER MAGAZINE	001-201-556-251	556.32
SECURITY SOLUTIONS	26068	04/11/2024	ANNUAL FIRE ALARM INSPECTION POLICE DEPARTMENT	001-201-630-426	600.00
NEWELL PAPER COMPANY	313589	04/11/2024	1 CASE DEODORIZER FOGGER	001-201-555-208	103.06
HOWARD INDUSTRIES	4997542024	04/11/2024	15 DS-DELL 426 DEVMT DOCKS	001-201-918-803	12,168.80
WATERMARK PRINTERS LLC	16436	04/12/2024	BUSINESS CARDS C PATTON C ENGLISH	001-201-501-200	58.00
CANON FINANCIAL SERVICES, INC	32422051	04/12/2024	CONTRACT & METER USAGE	001-201-635-369	538.60
CANON FINANCIAL SERVICES, INC	32422052	04/12/2024	CONTRACT & METER USAGE	001-201-635-369	56.12
CANON FINANCIAL SERVICES, INC	32422054	04/12/2024	CONTRACT & METER USAGE	001-201-635-369	262.35
CANON FINANCIAL SERVICES, INC	32422055	04/12/2024	CONTRACT/METER USAGE	001-201-635-369	100.01
DANNY MCCLUSKEY TOWING	4541	04/12/2024	VIN#8064 TOW PATROL CAR TO CANNON FORD FROM SPD	001-201-600-300	65.00
WALMART- CAPITAL ONE	665499A	04/12/2024	BATTERIES & OIL	001-201-501-200	65.10
CANON SOLUTIONS AMERICA*	6007685881	04/13/2024	MAINTENANCE	001-201-615-343	123.99
AT&T-NCIC MONITOR LINE	INV0037263	04/14/2024	NCIC MONITORING LINE	001-201-604-330	44.08
INTAPOL	32024	04/15/2024	4 MOTORCYCLE BREECHES	001-201-535-233	554.95
CADENCE /ELAN VISA	53532	04/15/2024	CHAPLAIN PROGRAM FOR CARE & SUPPORT	001-201-501-200	70.00
MID-SOUTH UNIFORM & SUPPLY, INC	648434	04/15/2024	VEST, CONCEALABLE CARRIER, TRAUMA PLATE, PATCHES ETC	001-201-535-233	1,480.70
MID-SOUTH UNIFORM & SUPPLY, INC	648440	04/15/2024	3 VEST, 3 CONCEALABLE CARRIER, 3 TRAUMA PLATE	001-201-535-233	3,408.78
MID-SOUTH UNIFORM & SUPPLY, INC	648441	04/15/2024	PATCHES, NAME TAPES, STRIKE PLATFORM, CUFF CASE, ETC	001-201-535-233	2,253.40
MAGNOLIA BOTTLED WATER CO	73039	04/15/2024	11 COLLER WATER	001-201-501-200	110.00
FUELMAN / FLEETCOR	NP66270825	04/15/2024	FUEL CHARGES 4/8-4/14/24	001-201-525-231	2,928.57
NTOA	10038	04/17/2024	ONLINE COURSE LT T DAVIS & CPL J JARVIS	001-201-690-552	1,558.00
WALMART- CAPITAL ONE	527757	04/18/2024	ANT KILLER & BATTERIES	001-201-545-238	55.29
WATERMARK PRINTERS LLC	16449	04/19/2024	BUSINESS CARDS P HENDERSON	001-201-615-343	39.00
MARK BALLARD	INV0037259	04/19/2024	REIMBURSEMENT FOR MEAL FOR TRAINING	001-201-690-552	30.60
STARKVILLE UTILITIES	INV0037271	04/19/2024	MONTHLY USAGE	001-201-625-380	2,545.94
CANON SOLUTIONS AMERICA*	6007762203	04/20/2024	MAINTENANCE	001-201-615-343	8.82
AXON ENTERPRISE, INC	INUS243914	04/20/2024	TASER INSTRUCTOR COURSE/HUFFMAN	001-201-690-552	495.00
CHUNKY RIVER HARLEY DAVIDSON	47374	04/22/2024	OIL CHANGE & FRONT TIRE/LABOR	001-201-630-360	789.69
HOWARD INDUSTRIES	5005152024	04/22/2024	15 LATITUDE 5430 MOBILE DATA TERMINALS	001-201-918-800	33,855.00
FUELMAN / FLEETCOR	NP66300454	04/22/2024	FUEL 4/15-4/21/24	001-201-525-231	3,526.01
ARMY NAVY PAWN SHOP	42324B	04/23/2024	8 DUTY HOLSTERS	001-201-535-233	1,080.00
WATERMARK PRINTERS LLC	16468	04/24/2024	BUSINESS CARDS B GLADNEY	001-201-615-343	39.00
MS ASSOC OF CHIEFS OF POLICE	SA56780	04/24/2024	TESTING MATERIALS & SHIPPING	001-201-690-552	2,389.00
MAGNOLIA BOTTLED WATER CO	71042CM	04/25/2024	CREDIT MEMO	001-201-501-200	-144.00

CLAIMS DOCKET

Post Dates: 4/22/2024 - 5/2/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CSPIRE WIRELESS	INV0037297	04/25/2024	MONTHLY USAGE	001-201-604-330	2,791.85
STARKVILLE UTILITIES	INV0037290	04/26/2024	MONTHLY USAGE	001-201-625-380	2,689.40
FUELMAN / FLEETCOR	NP66322789	04/29/2024	FUEL CHARGES 4/22-4/28/24	001-201-525-231	3,666.91
STARKVILLE NARCOTICS	INV0037287	04/30/2024	VARIOUS INFORMANT FEES	001-201-600-304	1,560.00
Outstanding Total:					102,155.30

Paid

CADENCE /ELAN VISA	78764	04/24/2024	COURTYARD BY MARRIOT CHIEF BALLARD/TRAINING	001-201-690-552	239.68
Paid Total:					239.68

Department 201 - POLICE DEPARTMENT Total: 102,394.98

Department: 245 - DISPATCHERS

Outstanding

WALMART- CAPITAL ONE	582842	04/18/2024	PAPER CLIPS,CUOS ETC	001-245-501-200	53.50
Outstanding Total:					53.50

Department 245 - DISPATCHERS Total: 53.50

Department: 246 - CODE ENFORCEMENT

Outstanding

COMSOUTH	206292	04/08/2024	OUTFITTING	001-246-630-400	2,350.73
FUELMAN / FLEETCOR	NP66270825	04/15/2024	FUEL CHARGES 4/8-4/14/24	001-246-525-231	108.30
QUADIENT FINANCE USA, INC.	INV0037279	04/17/2024	POSTAGE ON METER	001-246-501-200	200.00
FUELMAN / FLEETCOR	NP66300454	04/22/2024	FUEL 4/15-4/21/24	001-246-525-231	22.50
FUELMAN / FLEETCOR	NP66322789	04/29/2024	FUEL CHARGES 4/22-4/28/24	001-246-525-231	106.98
Outstanding Total:					2,788.51

Department 246 - CODE ENFORCEMENT Total: 2,788.51

Department: 261 - FIRE DEPARTMENT

Outstanding

CALEB CAMPBELL	INV0037247	02/16/2024	REIMBURSE EMT INITIAL APPLICATION FEE	001-261-600-390	104.00
CSPIRE WIRELESS	INV0037256	03/25/2024	MONTHLY USAGE	001-261-604-330	244.13
SOUTHERN TELECOMMUNICATIONS	INV0037240	03/26/2024	MONTHLY USAGE	001-261-604-330	647.89
EDDIE HEARD JR	INV0037253	03/28/2024	REIMBURSEMENT FOR MEALS MSFA HAZMAT	001-261-600-390	83.77
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-261-604-330	77.33
VERIZON WIRELESS	9960655435	04/02/2024	MONTHLY USAGE	001-261-604-330	440.11
ALARM SECURITIES, INC. dba ASI	61326	04/05/2024	RESET SAMSUNG PHONE SYSTEM	001-261-604-330	371.99
JOHN DOUGLAS ARNOLD	00052111	04/06/2024	REIMBURSEMENT FOR EMS CERTIFICATION RENEWAL	001-261-600-390	40.00
ATMOS ENERGY	INV0037255	04/06/2024	MONTHLY USAGE	001-261-625-380	107.50
ATMOS ENERGY	INV0037255	04/06/2024	MONTHLY USAGE	001-261-625-380	549.74
ATMOS ENERGY	INV0037255	04/06/2024	MONTHLY USAGE	001-261-625-380	838.79
ATMOS ENERGY	INV0037255	04/06/2024	MONTHLY USAGE	001-261-625-380	367.81
STARKVILLE AUTO PARTS	166320	04/08/2024	OIL FOR FD3 VEHICLE	001-261-525-231	61.13
MARK MCCURDY	106646	04/09/2024	REIMBURSEMENT FOR IAAI-CFI RECERTIFICATION APP	001-261-600-390	140.00
LANN CHEMICAL & SUPPLY	128911	04/09/2024	FOAM CLEANER	001-261-555-208	168.00
O'REILLY AUTO PARTS	0997-358204	04/12/2024	WIPER BLADES	001-261-630-360	15.54
CANON FINANCIAL SERVICES, INC	32422050	04/12/2024	CONTRACT AND METER USAGE	001-261-604-330	255.40
EAST MISSISSIPPI LUMBER CO.	4039-1	04/12/2024	SOS SCOURING PADS/ORANGE GED CORD PLUG	001-261-555-250	10.88
STARKVILLE AUTO PARTS	166456	04/15/2024	HYDRAULIC HOSE/8G-12FJX	001-261-630-360	93.55
FUELMAN / FLEETCOR	NP66270825	04/15/2024	FUEL CHARGES 4/8-4/14/24	001-261-525-231	840.34
LANN CHEMICAL & SUPPLY	129177	04/16/2024	HAND SOAP/PAPER TOWELS	001-261-555-208	637.00
H&H COLUMBUS	CO-T-1045144	04/16/2024	2INX2 5/16 DUAL BALL & 5/8 IN HITCH LOCK	001-261-630-360	329.99
CALEB CAMPBELL	INV0037248	04/17/2024	REIMBURSE FOR MEALS/HAZMAT TRAINING	001-261-600-390	62.33

CLAIMS DOCKET

Post Dates: 4/22/2024 - 5/2/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MS FIREFIGHTERS ASSOCIATION	INV0037246	04/18/2024	REGISTRATION C YARBROUGH MSFF/FIRE CHIEF CONFERENC	001-261-600-390	65.00
KESSLER THOMPSON	INV0037251	04/18/2024	REIMBURSEMENT FOR MEALS/MSFA HAZMAT	001-261-600-390	49.16
STEPHAN MILLER	INV0037276	04/18/2024	REIMBURSEMENT FOR MEALS/HAZMAT TRAINING	001-261-600-390	78.26
LDB DOORS LLC- LARRY BROWNLEE JR.	INV0736	04/18/2024	REMOTE CONTROL & RESET BOTH DOORS/RESET CABLES ETC	001-261-558-269	350.00
WALMART- CAPITAL ONE	082858	04/19/2024	JANITORIAL SUPPLIES	001-261-555-208	106.92
MS FIREFIGHTERS ASSOCIATION	INV0037249	04/19/2024	REGISTRATION MS FIRE CHIEF CONFERENCE J WADE	001-261-600-390	65.00
MS FIREFIGHTERS ASSOCIATION	INV0037250	04/19/2024	REGISTRATION MS FIRE FIGHTER/CHIEF CONFERENCE	001-261-600-390	65.00
JONATHAN WADE	INV0037252	04/19/2024	REIMBURSEMENT FOR REGISTRATION MFIA SPRING SEMINAR	001-261-600-390	275.00
STARKVILLE UTILITIES	INV0037271	04/19/2024	MONTHLY USAGE	001-261-625-380	1,711.74
COLUMBUS PAPER AND CHEMICALS	848961	04/22/2024	JANITORIAL SUPPLIES	001-261-555-208	107.76
ATMOS ENERGY	INV0037268	04/22/2024	MONTHLY USAGE	001-261-625-380	514.00
FUELMAN / FLEETCOR	NP66300454	04/22/2024	FUEL 4/15-4/21/24	001-261-525-231	809.09
GATEWAY TIRE & SERVICE CENTER	1018-195702	04/23/2024	TIRE E4	001-261-630-360	355.84
WATERMARK PRINTERS LLC	16469	04/24/2024	BUSINESS CARDS MCCURDY	001-261-555-250	99.00
ATMOS ENERGY	INV0037278	04/24/2024	MONTHLY USAGE	001-261-625-380	360.54
DAVIS PAPER & CHEMICAL	101586	04/25/2024	TISSUE & PINE SOL	001-261-555-208	253.65
CADENCE /ELAN VISA	20858580-1	04/25/2024	ROOM GRADUATE-OXFORD REMOTE PILOT TRAINING	001-261-600-390	476.00
CADENCE /ELAN VISA	99796566-1	04/25/2024	ROOM GRADUATE-OXFORD REMOTE PILOT TRAINING	001-261-600-390	476.00
JASON WILLIAMS	INV0037273	04/25/2024	REIMBURSEMENT ON MEALS/REMOTE PILOT TRAINING	001-261-600-390	143.31
JONATHAN WADE	INV0037274	04/25/2024	REIMBURSEMENT MEALS/REMOTE PILOT TRAINING	001-261-600-390	203.00
DEWAYNE DAVIS	INV0037275	04/25/2024	REIMBURSEMENT FOR MEALS/REMOTE PILOT TRAINING	001-261-600-390	170.86
CSPIRE WIRELESS	INV0037297	04/25/2024	MONTHLY USAGE	001-261-604-330	243.89
STARKVILLE UTILITIES	INV0037290	04/26/2024	MONTHLY USAGE	001-261-625-380	773.79
AMAZON CAPITAL SERVICES, INC.	1193-H3GD-HTY3	04/28/2024	UNIFORM PANTS & BATTERY	001-261-535-233	109.98
AMAZON CAPITAL SERVICES, INC.	1193-H3GD-HTY3	04/28/2024	UNIFORM PANTS & BATTERY	001-261-555-250	57.51
POWERSTROKE EQUIPMENT SALES & SVC	8323	04/29/2024	MIXED FUEL,BAR OIL,EDGER BLADE	001-261-630-360	81.95
FUELMAN / FLEETCOR	NP66322789	04/29/2024	FUEL CHARGES 4/22-4/28/24	001-261-525-231	940.98
BELL BUILDING SUPPLY, INC.	401587	04/30/2024	STATION 2 SUPPLIES FOR REPAIRS	001-261-558-269	665.13
CADENCE /ELAN VISA	INV0037285	04/30/2024	NATL FIRE PROTECT M MCCURDY	001-261-691-550	150.99
CADENCE /ELAN VISA	INV0037286	04/30/2024	NATL FIRE PROTECT M MCCURDY	001-261-691-550	150.99
MAXXSOUTH BROADBAND	INV0037293	05/01/2024	FIRE STATION 3	001-261-604-330	206.89
MAXXSOUTH BROADBAND	INV0037294	05/01/2024	INTERNET FIRE STATION 1	001-261-604-330	246.82
MAXXSOUTH BROADBAND	INV0037295	05/01/2024	INTERNET FIRE STATION 2	001-261-625-380	16.36
MAXXSOUTH BROADBAND	INV0037296	05/01/2024	INTERNET FIRE STATION 4	001-261-604-330	106.19
MS FIREFIGHTERS ASSOCIATION	INV0037298	05/01/2024	MFFA CONFERENCE CHIEF YARBROUGH	001-261-600-390	65.00

Outstanding Total: 17,038.82

Department 261 - FIRE DEPARTMENT Total: 17,038.82

CLAIMS DOCKET

Post Dates: 4/22/2024 - 5/2/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT					
Outstanding					
CSPIRE WIRELESS	INV0037256	03/25/2024	MONTHLY USAGE	001-281-604-330	53.08
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-281-604-330	77.33
CANON FINANCIAL SERVICES, INC	32422056	04/12/2024	CONTRACT & METER USAGE	001-281-604-330	86.73
QUADIENT FINANCE USA, INC.	INV0037279	04/17/2024	POSTAGE ON METER	001-281-604-330	75.00
FUELMAN / FLEETCOR	NP66300454	04/22/2024	FUEL 4/15-4/21/24	001-281-525-231	85.61
AMAZON CAPITAL SERVICES, INC.	1K13-KGMJ-CMDQ	04/23/2024	CANON P1 STAPL...	001-281-501-200	47.60
CSPIRE WIRELESS	INV0037297	04/25/2024	MONTHLY USAGE	001-281-604-330	53.08
Outstanding Total:					478.43
Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:					478.43
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE UTILITIES	INV0037271	04/19/2024	MONTHLY USAGE	001-290-625-380	156.27
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037270	04/22/2024	MONTHLY USAGE	001-290-625-380	67.00
Outstanding Total:					223.27
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					223.27
Department: 301 - STREET DEPARTMENT					
Outstanding					
JANTZ ENTERPRISE LLC	23642	12/12/2023	REAR GLASS REPLACEMENT IN TRUCK 702	001-301-630-360	240.00
ORBIS MACHINERY BIRMINGHAM	IBO4758	03/04/2024	PARTS FOR JCB 110 HYDRADIG	001-301-630-400	538.61
NEWELL PAPER COMPANY	3163492	03/28/2024	SHOP TOWEL WIPES	001-301-555-250	142.94
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-301-604-330	77.33
VERIZON WIRELESS	9960655435	04/02/2024	MONTHLY USAGE	001-301-604-330	160.04
AMAZON CAPITAL SERVICES, INC.	17JP-HYWX-1PMW	04/04/2024	REPLACEMENT WHEELS FOR EQUIPMENT	001-301-630-400	41.58
AMAZON CAPITAL SERVICES, INC.	1YGL-4LDF-D4XM	04/06/2024	SAFETY GLASSES	001-301-555-250	53.66
ATMOS ENERGY	INV0037255	04/06/2024	MONTHLY USAGE	001-301-625-380	848.97
APAC-MISSISSIPPI, INC	4000172209	04/08/2024	HOT MIX ASPHALT	001-301-560-270	540.64
BELL BUILDING SUPPLY, INC.	399998	04/09/2024	REPAIR SHOP ROOF	001-301-911-198	143.40
AUTOZONE	0426968863	04/10/2024	REPAIR SHIFTER LEVER ON TRUCK #54	001-301-630-360	100.70
EAST MISSISSIPPI LUMBER CO.	38338-1	04/10/2024	BAR/CHAIN OIL & FUEL	001-301-555-250	50.86
UNIFIRST CORPORATION	1830095105	04/11/2024	UNIFORMS	001-301-535-233	146.54
CINTAS	4189224442	04/11/2024	SUPLIES	001-301-555-250	55.91
APAC-MISSISSIPPI, INC	4000172418	04/12/2024	HOT MIX ASPHALT	001-301-560-270	630.70
BELL BUILDING SUPPLY, INC.	400266	04/12/2024	SHOP LOCKS	001-301-555-250	16.99
AMAZON CAPITAL SERVICES, INC.	16KG-CGXH-VCL9	04/14/2024	REPAIR DUMP BED TRUC...	001-301-630-400	219.38
FUELMAN / FLEETCOR	NP66270825	04/15/2024	FUEL CHARGES 4/8-4/14/24	001-301-525-231	1,446.44
PARKER CDJR*	PW-651194	04/15/2024	STABILIZER BAR	001-301-630-360	90.58
APAC-MISSISSIPPI, INC	4000172566	04/16/2024	HOTMIX ASPHALT	001-301-560-270	640.92
CINTAS FIRST AID & SAFETY	5207292107	04/17/2024	HARD SURFACE DISINFEC & EYEWASH	001-301-555-250	50.34
STARKVILLE AUTO PARTS	166519	04/18/2024	FUEL LINE	001-301-630-360	4.98
UNIFIRST CORPORATION	1830096149	04/18/2024	UNIFORMS	001-301-535-233	146.54
CINTAS	4189944646	04/18/2024	SUPPLIES	001-301-555-250	55.91
AUTOZONE	0426977376	04/19/2024	POST FOR BATTERY	001-301-630-400	16.82
STARKVILLE AUTO PARTS	166548	04/19/2024	BATTERY FOR D4 DOZER	001-301-630-400	214.99
APAC-MISSISSIPPI, INC	4000173039	04/19/2024	HOT MIX ASPHALT	001-301-560-270	646.60
BELL BUILDING SUPPLY, INC.	400847	04/19/2024	PARTS FOR SIGN REPAIR	001-301-565-272	70.31
STARKVILLE UTILITIES	INV0037271	04/19/2024	MONTHLY USAGE	001-301-625-380	32,438.67
STARKVILLE UTILITIES	INV0037271	04/19/2024	MONTHLY USAGE	001-301-625-380	39.56
SHERWIN WILLIAMS CO.	1315-5	04/22/2024	STRIPING SUPPLIES	001-301-565-272	182.87

CLAIMS DOCKET

Post Dates: 4/22/2024 - 5/2/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SHERWIN WILLIAMS CO.	6320-5	04/22/2024	STRIPING PAINT	001-301-565-272	119.15
MMC MATERIALS, INC.	883694	04/22/2024	MUD CONCRETE MIX	001-301-560-270	503.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037270	04/22/2024	MONTHLY USAGE	001-301-625-380	16.00
FUELMAN / FLEETCOR	NP66300454	04/22/2024	FUEL 4/15-4/21/24	001-301-525-231	1,498.69
COLD MIX, INC	19460	04/23/2024	COLD MIX ASPHALT	001-301-560-270	3,317.04
BELL BUILDING SUPPLY, INC.	401031	04/23/2024	MATERIAL TO BUILF FORMS FOR CURB REPAIR	001-301-560-270	108.36
EAST MISSISSIPPI LUMBER CO.	4638-1	04/23/2024	MISC PUMBLING PARTS TO REPAIR BROKEN SPRINKLER	001-301-560-270	54.86
SULLIVAN'S OFFICE SUPPLY, INC.	88349	04/24/2024	PENS,INK,ETC	001-301-555-250	112.28
MMC MATERIALS, INC.	884167	04/24/2024	CONCRETE MIX	001-301-560-270	595.25
LOWE'S-STREET	94667	04/24/2024	GRASS SEED & FERTILIZER FOR MONCRIEF PARK	001-301-560-270	95.70
OKTIBBEHA COUNTY COOPERATIVE	998322	04/24/2024	REPLACEMENT BOOTS & PANTS C BLACK	001-301-535-233	160.68
ORBIS MACHINERY BIRMINGHAM	IBO5560	04/24/2024	BUCKET TEETH REPLACEMENT	001-301-630-400	141.70
WATERS TRUCK & TRACTOR CO. INC.	01P136665	04/25/2024	D-2 GOVERNER & CONNECTOR	001-301-630-360	53.17
UNIFIRST CORPORATION	1830097202	04/25/2024	UNIFORMS	001-301-535-233	146.54
CINTAS	4196662250	04/25/2024	SUPPLIES	001-301-555-250	55.91
STRIBLING EQUIPMENT, INC.	CS005042552.01	04/25/2024	MISC PARTS MAINTENANCE TO MINI EXCAVATOR	001-301-630-400	215.71
LOWE'S-STREET	707550	04/26/2024	MARKING PAINT	001-301-560-270	104.42
STARKVILLE UTILITIES	INV0037290	04/26/2024	MONTHLY USAGE	001-301-625-380	310.69
FASTENAL COMPANY	MSSTA106801	04/26/2024	ASPHALT CUTTING BLADES	001-301-560-270	668.45
AUTOZONE	0426985291	04/29/2024	WELDING BATTERIES	001-301-630-400	11.63
FUELMAN / FLEETCOR	NP66322789	04/29/2024	FUEL CHARGES 4/22-4/28/24	001-301-525-231	1,093.39
OKTIBBEHA COUNTY COOPERATIVE	1001125	04/30/2024	HAY & GRASS SEED	001-301-560-270	22.40
STARKVILLE AUTO PARTS	166692	04/30/2024	BATTERIES FOR TRUCK 133	001-301-630-360	431.08
STARKVILLE AUTO PARTS	166694	04/30/2024	CORE RETURN	001-301-630-360	-54.00
EAST MISSISSIPPI LUMBER CO.	CM0000537	04/30/2024	CREDIT TO STREET DEPT	001-301-555-250	-5.62
MSU FACILITIES MANAGEMENT- TRAFFI...	INV0037292	04/30/2024	TRAFFIC SIGNAL SPRING & LOCKSLEY	001-301-625-380	31.67

Outstanding Total:	49,861.93
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Department 301 - STREET DEPARTMENT Total:	49,861.93
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Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE WIRELESS	INV0037256	03/25/2024	MONTHLY USAGE	001-360-604-330	37.20
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	001-360-604-330	77.33
FUELMAN / FLEETCOR	NP66270825	04/15/2024	FUEL CHARGES 4/8-4/14/24	001-360-525-231	60.49
FUELMAN / FLEETCOR	NP66300454	04/22/2024	FUEL 4/15-4/21/24	001-360-525-231	61.26
CSPIRE WIRELESS	INV0037297	04/25/2024	MONTHLY USAGE	001-360-604-330	37.15

Outstanding Total:	273.43
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Department 360 - ANIMAL CONTROL Total:	273.43
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Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

CSP SPORTS FACILITIES COMPANIES, LLC	042024	04/29/2024	APRIL 2024 EXPENSE ADVANCE	001-550-600-297	75,000.00
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Outstanding Total:	75,000.00
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Department 550 - PARKS AND REC DEPARTMENT Total:	75,000.00
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Fund 001 - GENERAL FUND Total:	311,591.03
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CLAIMS DOCKET

Post Dates: 4/22/2024 - 5/2/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 002 - RESTRICTED POLICE FUND					
Department: 251 - DRUG EDUCATION FUND					
Outstanding					
CREATIVE PRODUCT SOURCING, INC.	158033	04/17/2024	DARE SUPPLIES	002-251-501-200	553.79
Outstanding Total:					553.79
Department 251 - DRUG EDUCATION FUND Total:					553.79
Fund 002 - RESTRICTED POLICE FUND Total:					553.79

Fund: 015 - AIRPORT FUND**Department: 505 - AIRPORT****Outstanding**

AMAZON CAPITAL SERVICES, INC.	1VFM-CMT4-64LP	12/21/2023	FILTERS	015-505-630-400	122.33
CSPIRE WIRELESS	INV0037256	03/25/2024	MONTHLY USAGE	015-505-604-330	48.91
SOUTHERN TELECOMMUNICATIONS	INV0037240	03/26/2024	MONTHLY USAGE	015-505-604-330	180.18
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	015-505-604-330	77.33
TITAN AVIATION FUELS	4000844	04/04/2024	AVGAS 100 LL	015-505-630-400	35,522.54
RODNEY LINCOLN	09331D	04/12/2024	REIMBURSE FOR 40 GAL TRAILER SPRAYER	015-505-720-801	750.00
WALMART- CAPITAL ONE	474644	04/12/2024	BLUE PAPER TOWELS	015-505-541-237	24.96
AMAZON CAPITAL SERVICES, INC.	1RV9-W7Q6-RPLJ	04/14/2024	KEVLAR V BELT. DECK BELT	015-505-630-400	38.99
GATEWAY TIRE & SERVICE CENTER	1018-195478	04/16/2024	PLUG TIRE,REPAIR TIRE,SHOP SUPPLIES	015-505-630-400	9.69
TITAN AVIATION FUELS	4008614	04/16/2024	JET FUEL	015-505-525-233	21,935.64
MAGNOLIA BOTTLED WATER CO	74369	04/16/2024	(6) 5 GALLON WATER BOTTLES	015-505-541-237	60.00
GATEWAY TIRE & SERVICE CENTER	1018-195507	04/17/2024	REPSIR TIRE & SHOP SUPPLIES	015-505-630-400	27.03
STARKVILLE UTILITIES	INV0037271	04/19/2024	MONTHLY USAGE	015-505-625-380	1,729.97
WALMART- CAPITAL ONE	736047	04/22/2024	STICKY NOTES & INVOICE BOOKS	015-505-541-237	23.79
OKTIBBEHA COUNTY COOPERATIVE	997400	04/22/2024	HAIR PIN & HERBICIDE	015-505-541-237	59.95
OKTIBBEHA COUNTY COOPERATIVE	997400	04/22/2024	HAIR PIN & HERBICIDE	015-505-630-400	0.65
PAUL'S WELDING	1339	04/24/2024	REPAIR EMERGENCY BRAKE ON AIRPORT TUG	015-505-630-400	100.00
TITAN AVIATION FUELS	4013568	04/24/2024	JET FUEL	015-505-525-233	24,087.38
CSPIRE WIRELESS	INV0037297	04/25/2024	MONTHLY USAGE	015-505-604-330	48.84
OKTIBBEHA COUNTY COOPERATIVE	999205	04/26/2024	FERRIS PULLEY BLADE	015-505-630-400	116.88
Outstanding Total:					84,965.06
Department 505 - AIRPORT Total:					84,965.06
Fund 015 - AIRPORT FUND Total:					84,965.06

Fund: 022 - ENVIRONMENTAL SERVICES**Department: 322 - SANITATION DEPARTMENT****Outstanding**

CLARKE POWER SERVICES, INC	S120015844.01	02/20/2024	TRUCK 93 REPAIR	022-322-630-252	1,568.68
NEX TECH OPERATIONS LLC	9508	03/08/2024	TECH DISPOSAL SVCS	022-322-600-300	264.72
COVINGTON SALES & SERVICE,INC.	98707	03/14/2024	LIGHT INDICATOR-RED/FREIGHT	022-322-630-406	55.56
CSPIRE WIRELESS	INV0037256	03/25/2024	MONTHLY USAGE	022-322-604-330	192.27
SOUTHERN TELECOMMUNICATIONS	INV0037240	03/26/2024	MONTHLY USAGE	022-322-604-330	53.25
CSPIRE BUSINESS SOLUTIONS	643956-97	03/31/2024	MONTHLY USAGE	022-322-604-330	77.33
GATEWAY TIRE & SERVICE CENTER	1018-194862	04/04/2024	TRUCK 43 TIRE	022-322-630-360	355.84
UNIFIRST CORPORATION	1830094139	04/04/2024	UNIFORMS	022-322-535-233	299.66

CLAIMS DOCKET

Post Dates: 4/22/2024 - 5/2/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	1018-194794	04/05/2024	TRUCK 96A PATCH	022-322-630-360	25.50
GATEWAY TIRE & SERVICE CENTER	1018-194900	04/05/2024	TRUCK 45 TIRES	022-322-630-360	751.92
EVERGREEN AG	2262572	04/05/2024	OIL FILTER,ENGINE OIL,WHEEL STUD,LUG NUT	022-322-555-250	88.49
INGRAM EQUIPMENT COMPANY,LLC	P00556	04/05/2024	HEAD LAMP FOR #41	022-322-630-360	729.83
HANCOCK EQUIP. & OIL CO. & CLEANING SYS.	011222	04/08/2024	200 GAL SOAP	022-322-555-250	990.00
NOVUS GLASS	15621	04/08/2024	TRUCK 97 GLASS REPAIR	022-322-630-360	360.00
STARKVILLE AUTO PARTS	166350	04/09/2024	LAMP,WIPER BLADES	022-322-555-250	183.08
TERRY'S GARAGE & REPAIRS, LLC	9851	04/09/2024	FITTINGS,HOSE,LABOR TO REPAIR TRUCK 91	022-322-630-252	266.18
O'REILLY AUTO PARTS	0997-357832	04/10/2024	DEF FLUID	022-322-525-231	649.50
GATEWAY TIRE & SERVICE CENTER	1018-194863	04/10/2024	TIRES FOR MOWER	022-322-630-254	92.65
UNIFIRST CORPORATION	1830095104	04/11/2024	UNIFORMS	022-322-535-233	299.66
NOVUS GLASS	15620	04/12/2024	TRUCK 91 GLASS REPAIR	022-322-630-252	500.00
STARKVILLE AUTO PARTS	166396	04/12/2024	HYDRAULIC HOSE,8G-8FJX90M	022-322-555-250	99.34
STARKVILLE AUTO PARTS	166399	04/12/2024	HYD FITTING	022-322-555-250	5.45
PAUL'S WELDING	1334	04/15/2024	TRUCK 44 REPAIR	022-322-630-360	250.00
FUELMAN / FLEETCOR	NP66270825	04/15/2024	FUEL CHARGES 4/8-4/14/24	022-322-525-231	3,616.58
GATEWAY TIRE & SERVICE CENTER	1018-195543	04/17/2024	MOWER TIRE REPAIR	022-322-630-254	67.03
UNIFIRST CORPORATION	1830096148	04/18/2024	UNIFORMS	022-322-535-233	754.33
GATEWAY TIRE & SERVICE CENTER	1018-195141	04/19/2024	TRUCK 103 OIL CHANGE	022-322-630-360	61.85
GATEWAY TIRE & SERVICE CENTER	1018-195387	04/19/2024	TRUCK 126 FLAT REPAIR	022-322-630-360	25.50
GATEWAY TIRE & SERVICE CENTER	1018-195547	04/19/2024	TRUCK 91 TIRES	022-322-630-252	746.92
GATEWAY TIRE & SERVICE CENTER	1018-195576	04/19/2024	TRUCK 87 OIL CHANGE	022-322-630-360	61.85
PAUL'S WELDING	1337	04/19/2024	TRUCK 85 REPAIR	022-322-630-360	210.00
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0324	04/19/2024	3/01-3/31/24 UPN,NISC,ACC,PAYROLL	022-322-600-333	5,704.20
STARKVILLE AUTO PARTS	166541	04/19/2024	EXTREME PRES GREASE & ALL SEASON 10W30	022-322-555-250	216.16
STARKVILLE UTILITIES	INV0037271	04/19/2024	MONTHLY USAGE	022-322-625-380	1,093.49
GATEWAY TIRE & SERVICE CENTER	1018-195525	04/22/2024	TRUCK 91 TIRES	022-322-630-252	746.92
FUELMAN / FLEETCOR	NP66300454	04/22/2024	FUEL 4/15-4/21/24	022-322-525-231	3,559.52
GATEWAY TIRE & SERVICE CENTER	1018-195764	04/23/2024	TRUCK 95 TIRE	022-322-630-252	498.91
GATEWAY TIRE & SERVICE CENTER	1018-195801	04/23/2024	TRUCK 91 TIRES	022-322-630-252	746.92
CSPIRE WIRELESS	INV0037297	04/25/2024	MONTHLY USAGE	022-322-604-330	192.10
FUELMAN / FLEETCOR	NP66322789	04/29/2024	FUEL CHARGES 4/22-4/28/24	022-322-525-231	3,877.14
CADENCE /ELAN VISA	INV0037291	04/30/2024	INDEED FOR APRIL	022-322-610-340	20.27
INGRAM EQUIPMENT COMPANY,LLC	W01054	05/01/2024	CREDIT MEMO SANITATION DEPT	022-322-630-360	-138.24

Outstanding Total: 30,220.36

Department 322 - SANITATION DEPARTMENT Total: 30,220.36

Fund 022 - ENVIRONMENTAL SERVICES Total: 30,220.36

CLAIMS DOCKET

Post Dates: 4/22/2024 - 5/2/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 120 - MODERNIZATION USE TAX					
Department: 300 - STREET DEPARTMENT					
Outstanding					
BELL BUILDING SUPPLY, INC.	400968	04/22/2024	3 BOX MASONRY NAILS	120-300-912-862	26.07
Outstanding Total:					26.07
Department 300 - STREET DEPARTMENT Total:					26.07
Fund 120 - MODERNIZATION USE TAX Total:					26.07
Fund: 200 - DEBT SERVICE FUND					
Department: 800 - DEBT SERVICE					
Outstanding					
PEOPLES BANK CORPORATE TRUST SE	INV0037241	03/19/2024	GEN OBLIGATION REFUNDING BONDDS SERIES 2018	200-800-820-830	290,000.00
PEOPLES BANK CORPORATE TRUST SE	INV0037241	03/19/2024	GEN OBLIGATION REFUNDING BONDDS SERIES 2018	200-800-830-830	71,650.00
Outstanding Total:					361,650.00
Department 800 - DEBT SERVICE Total:					361,650.00
Fund 200 - DEBT SERVICE FUND Total:					361,650.00
Fund: 300 - CAPITAL PROJECTS FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
NEEL-SCHAFER	1095027	03/07/2024	WASHINGTON ST & GILLESPIE ST DRAINAGE	300-000-948-858	1,470.47
STARKVILLE DAILY NEWS	300248851	04/19/2024	SS4A REVIEW	300-000-912-809	45.88
MCCOOL LEGACY CONSTRUCTION, LLC	316	04/29/2024	115 S LAFAYETTE ST SIDEWALK REPAIR	300-000-903-516	2,400.00
Outstanding Total:					3,916.35
Department 000 - UNDESIGNATED Total:					3,916.35
Fund 300 - CAPITAL PROJECTS FUND Total:					3,916.35
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	259931	04/12/2024	NEEL-SCHAFER PROFESSIONAL SERVICES	303-600-600-309	52.39
Outstanding Total:					52.39
Department 600 - CAPITAL PROJECTS Total:					52.39
Fund 303 - INDUSTRIAL PARK BOND Total:					52.39
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
APAC-MISSISSIPPI, INC	712374-06F	04/19/2024	JB STARKVILLE CITY STREETS	305-600-912-800	239,300.29
Outstanding Total:					239,300.29
Department 600 - CAPITAL PROJECTS Total:					239,300.29
Fund 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Total:					239,300.29
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)					
Department: 551 - PARK & REC TOURISM					
Outstanding					
NEEL-SCHAFER	1095023	03/07/2024	JL KING PARK DRAINAGE PROJECT	312-551-901-274	800.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	482291	04/02/2024	PROFESSIOAL SERVICES	312-551-600-103	77,775.00
MILLS CONTRACTING LLC	000181	04/08/2024	NEEDMORE COMMUNITY CENTER PRIMARY LOCATION	312-551-901-270	172,558.00
STEPHENS INC	362365-03	04/11/2024	CITY'S GENERAL OBLIGATION PUBLIC IMPROV BOND PARK	312-551-600-103	43,403.47
MOODY'S INVESTORS SERVICE	P0461177	04/15/2024	BOND RATING	312-551-600-103	27,000.00
WATKINS & EAGER PLLC	48728	04/23/2024	GEN OBLIG PUBLIC IMPROV BONDS SERIES 2024	312-551-600-103	96,662.50

CLAIMS DOCKET

Post Dates: 4/22/2024 - 5/2/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
U.S. BANK NATIONAL ASSOCIATION	INV0037299	04/23/2024	ANNUAL PAYING AGENT REGISTRAR & TRANSFER AGENT FEE	312-551-600-103	650.00
MILLS CONTRACTING LLC	0009	04/25/2024	NEEDMORE COMMUNITY CENTER PRIMARY LOCATION	312-551-901-270	48,877.50
IPREO LLC	92144312	04/30/2024	ELECTRONIC DISTR. OF POS/OS	312-551-600-103	1,500.00
Outstanding Total:					469,226.47
Department 551 - PARK & REC TOURISM Total:					469,226.47
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					469,226.47

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

PERRY WEATHER CONSULTING, 6125 INC.		03/11/2024	SPEAKER AT CORNERSTONE	375-551-907-942	2,808.90
PEOPLES BANK CORPORATE TRUST SE	INV0037241	03/19/2024	GEN OBLIGATION REFUNDING BONDDS SERIES 2018	375-551-800-870	380,000.00
PEOPLES BANK CORPORATE TRUST SE	INV0037241	03/19/2024	GEN OBLIGATION REFUNDING BONDDS SERIES 2018	375-551-830-826	27,125.00
CSP SPORTS FACILITIES COMPANIES, LLC	PS-INV106254	04/15/2024	MAY 2024 MANAGEMENT SERVICES	375-551-600-296	15,000.00
CSP SPORTS FACILITIES COMPANIES, LLC	PS-INV106254	04/15/2024	MAY 2024 MANAGEMENT SERVICES	375-551-600-297	20,000.00
G&O SUPPLY CO., INC	R30344	04/16/2024	FLEXAMAT & FREIGHT	375-551-907-942	975.00
FIELDTURF USA, INC.	713065	04/23/2024	CORNERSTONE TURF LOGO HISTORIC STARKVILLE REDO	375-551-907-942	8,281.00
Outstanding Total:					454,189.90
Department 551 - PARK & REC TOURISM Total:					454,189.90
Fund 375 - PARK AND REC TOURISM Total:					454,189.90

Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR

Department: 318 - MS182/MLK

Outstanding

KIMLEY HORN	014160003-0324	03/31/2024	HWY 182 REDESIGN	377-318-680-300	14,981.38
ATWELL & GENT, P.A.	24-221	04/22/2024	HWY 182 ON-CORRIDOR ELECTRICAL IMPROVEMENTS	377-318-680-300	36,000.00
Outstanding Total:					50,981.38
Department 318 - MS182/MLK Total:					50,981.38
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					50,981.38
Grand Total:					2,006,673.09

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	311,591.03	18,124.07
002 - RESTRICTED POLICE FUND	553.79	0.00
015 - AIRPORT FUND	84,965.06	0.00
022 - ENVIRONMENTAL SERVICES	30,220.36	0.00
120 - MODERNIZATION USE TAX	26.07	0.00
200 - DEBT SERVICE FUND	361,650.00	0.00
300 - CAPITAL PROJECTS FUND	3,916.35	0.00
303 - INDUSTRIAL PARK BOND	52.39	0.00
305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS	239,300.29	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	469,226.47	0.00
375 - PARK AND REC TOURISM	454,189.90	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	50,981.38	0.00
Grand Total:	2,006,673.09	18,124.07

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & S...	406.41	0.00
001-000-054-205	DUE FROM STARKVILLE ...	3,003.51	0.00
001-000-120-618	SEIZED FUNDS	14,921.35	14,921.35
001-000-149-691	MUNICIPAL COURT BON...	105.75	105.75
001-000-160-697	DONATION FIRE	136.98	0.00
001-000-160-698	DONATION POLICE	321.47	0.00
001-000-200-084	TAXES DUE TO DOWNT...	1,756.09	1,756.09
001-000-330-182	TRAFFIC COURT & FINES	250.00	250.00
001-000-334-126	POLICE FORFEITED FUN...	136.80	0.00
001-005-054-208	DUE FROM PARKS & REC...	1,936.08	0.00
001-100-604-330	COMMUNICATIONS	510.35	0.00
001-100-610-350	TRAVEL / TRAINING	1,625.00	0.00
001-110-501-200	SUPPLIES	405.47	0.00
001-110-604-330	POSTAGE / COMMUNIC...	517.41	0.00
001-120-503-202	COMMITTEE SUPPORT	600.34	0.00
001-120-600-302	MEDIA/PUBLIC RELATIO...	6,475.00	0.00
001-120-600-340	MAYOR'S YOUTH COUNC...	1,100.00	0.00
001-120-604-330	COMMUNICATIONS	164.06	0.00
001-120-610-350	TRAVEL AND CONFEREN...	325.00	0.00
001-123-600-300	WEB SITE SVCS, SOFTW...	2,048.94	0.00
001-123-600-301	CONTRACTUAL SERVICES	3,970.80	0.00
001-123-604-330	COMMUNICATIONS	1,818.57	0.00
001-123-625-380	CAMERA OPERATING EX...	192.52	0.00
001-123-918-806	CAMERA LEASE PAYMEN...	667.00	0.00
001-142-501-200	SUPPLIES/OFFICE EQUI...	738.85	0.00
001-142-600-338	CONTRACT SERVICES	2,500.00	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	976.67	0.00
001-142-610-350	TRAVEL/TRAINING	519.94	0.00
001-142-620-371	BONDING-CITY EMPLOY...	350.00	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	353.36	0.00
001-180-600-320	DRUG/BACKGROUND C...	165.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	803.85	0.00
001-180-610-340	ADVERTISING	2,793.26	0.00
001-180-691-505	PERSONNEL / KRONOS S...	139.54	0.00
001-190-600-310	BOARDS & COMMITTEES	20.97	0.00
001-190-604-330	COPIERS/PHONES/IPADS	1,458.84	0.00
001-190-610-350	TRAVEL	851.20	851.20
001-190-918-807	OFFICE EQUIPMENT/SO...	220.00	0.00
001-192-510-204	CITY HALL VEHICLE EXPE...	25.65	0.00
001-192-510-220	SUPPLIES	304.39	0.00
001-192-600-338	CONTRACT SERVICES	45.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-192-625-380	UTILITIES	4,521.14	0.00
001-196-630-425	REPAIRS MAINT/MLK/182	800.00	0.00
001-196-631-402	ODDFELLOW MAINT/RE...	1,600.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-501-200	SUPPLIES	131.54	0.00
001-197-604-330	COMMUNICATIONS	164.06	0.00
001-201-501-200	OFFICE SUPPLIES	261.08	0.00
001-201-525-231	GAS & OIL	10,121.49	0.00
001-201-535-233	UNIFORMS	12,147.01	0.00
001-201-541-240	PRISONER MEDICAL/SU...	597.93	0.00
001-201-545-238	FIRING RANGE SUPPLIES ...	55.29	0.00
001-201-555-208	JANITORIAL SUPPLIES	488.95	0.00
001-201-556-251	POLICE SUPPLIES	833.36	0.00
001-201-600-300	PROFESSIONAL SERVICES	235.00	0.00
001-201-600-304	INFORMANT FEES	1,560.00	0.00
001-201-604-330	PHONES/COPIES/POSTA...	10,777.72	0.00
001-201-615-343	PRINTING & BINDING	224.16	0.00
001-201-625-380	UTILITIES	5,422.43	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	5,048.25	0.00
001-201-630-426	BUILDING MAINT & REP...	1,779.18	0.00
001-201-635-369	COPIER RENTAL	957.08	0.00
001-201-690-450	GPS EXPENSES	600.15	0.00
001-201-690-552	POLICE TRAINING/EDUC...	5,262.10	239.68
001-201-918-800	BODY CAMERAS - EXISTI...	33,855.00	0.00
001-201-918-803	WIRELESS COMM FUND -...	12,168.80	0.00
001-245-501-200	SUPPLIES & UNIFORMS -...	53.50	0.00
001-246-501-200	OFFICE SUPPLIES/POSTA...	200.00	0.00
001-246-525-231	GAS & OIL	237.78	0.00
001-246-630-400	VEHICLE MAINTENANCE	2,350.73	0.00
001-261-525-231	GAS & OIL	2,651.54	0.00
001-261-535-233	UNIFORMS & UNIFORM ...	109.98	0.00
001-261-555-208	JANITORIAL & PAPER SU...	1,273.33	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	167.39	0.00
001-261-558-269	BUILDING MAINTENANCE	1,015.13	0.00
001-261-600-390	FIRE TRAINING	2,561.69	0.00
001-261-604-330	PHONES/CABLE/INTERN...	2,840.64	0.00
001-261-625-380	UTILITIES	5,240.27	0.00
001-261-630-360	REPAIRS & MAINT-VEHIC...	876.87	0.00
001-261-691-550	MISCELLANEOUS	301.98	0.00
001-281-501-200	OFFICE SUPPLIES	47.60	0.00
001-281-525-231	GAS & OIL	85.61	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	345.22	0.00
001-290-625-380	UTILITIES / CODE RED	223.27	0.00
001-301-525-231	GAS & OIL	4,038.52	0.00
001-301-535-233	UNIFORMS	600.30	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	589.18	0.00
001-301-560-270	CONSTRUCTION MATER...	7,928.34	0.00
001-301-565-272	STREETS SIGNS & PAINT	372.33	0.00
001-301-604-330	COMMUNICATIONS	237.37	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	33,685.56	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	866.51	0.00
001-301-630-400	EQUIPMENT REPAIR & ...	1,400.42	0.00
001-301-911-198	BUILDING REHAB / REPA...	143.40	0.00
001-360-525-231	GAS & OIL	121.75	0.00
001-360-604-330	COMMUNICATIONS	151.68	0.00
001-550-600-297	OPERATING EXPENSE RE...	75,000.00	0.00
002-251-501-200	SUPPLIES	553.79	0.00
015-505-525-233	JET A FUEL PURCHASES	46,023.02	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-541-237	OPERATING SUPPLIES	168.70	0.00
015-505-604-330	CELL PHONE/POSTAGE ...	355.26	0.00
015-505-625-380	UTILITIES	1,729.97	0.00
015-505-630-400	EQUIPMENT REPAIR & ...	35,938.11	0.00
015-505-720-801	CAPITAL OUTLAY, IMPR...	750.00	0.00
022-322-525-231	GAS & OIL	11,702.74	0.00
022-322-535-233	UNIFORMS	1,353.65	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	1,582.52	0.00
022-322-600-300	PROFESSIONAL SERVICES	264.72	0.00
022-322-600-333	ADMINISTRATIVE SERVI...	5,704.20	0.00
022-322-604-330	COPIER, PHONES, RADIOS	514.95	0.00
022-322-610-340	ADVERTISING	20.27	0.00
022-322-625-380	UTILITIES	1,093.49	0.00
022-322-630-252	VEHICLE R&M - COMME...	5,074.53	0.00
022-322-630-254	VEHICLE R&M - LANDSC...	159.68	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	2,694.05	0.00
022-322-630-406	EQUIPMENT R&M - LAN...	55.56	0.00
120-300-912-862	CORNERSTONE BLVD OV...	26.07	0.00
200-800-820-830	2018 REFUNDING CITY ...	290,000.00	0.00
200-800-830-830	2018 REFUNDING CITY ...	71,650.00	0.00
300-000-903-516	SIDEWALK IMPROVEME...	2,400.00	0.00
300-000-912-809	SAFE STREETS 4 ALL CO...	45.88	0.00
300-000-948-858	WASHINGTON & GILLES...	1,470.47	0.00
303-600-600-309	LEGAL AND PROF SVCS E...	52.39	0.00
305-600-912-800	2023 STREET IMPROVE...	239,300.29	0.00
312-551-600-103	PROFESSIONAL SERVICES...	246,990.97	0.00
312-551-901-270	NEEDMORE CONSTRUCT...	221,435.50	0.00
312-551-901-274	J L KING SPLASHPAD	800.00	0.00
375-551-600-296	MANAGEMENT FEES - P...	15,000.00	0.00
375-551-600-297	MANAGEMENT FEES - C...	20,000.00	0.00
375-551-800-870	PRINCIPAL - SPORTSPLEX..	380,000.00	0.00
375-551-830-826	INTEREST - SPORTSPLEX ...	27,125.00	0.00
375-551-907-942	EXISTING PARK IMPROV...	12,064.90	0.00
377-318-680-300	PROFESSIONAL DESIGN ...	50,981.38	0.00
Grand Total:		2,006,673.09	18,124.07

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,765,102.33	18,124.07
300000948858	1,470.47	0.00
305600912800	239,300.29	0.00
312551901274	800.00	0.00
Grand Total:	2,006,673.09	18,124.07



200 N Lafayette Street • Starkville, MS 39759
Telephone & Fax: 662-323-3133

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

Connor Carraway

Connor Carraway
Accounting & Finance Manager
Starkville Utilities

STARKVILLE UTILITIES

ACCOUNTS PAYABLE /
FOR: 05/08/24

UNPAID INVOICES

05/01/24 09:30 AM

Vendor: 560 EveryDay Land Management

Invoice #	Date	Description	AP Date	Amount	PMT TYP
107585	3/15/24	Landscape Maintenance	5/8/24	\$5,097.17	ACH
107746	4/15/24	Landscape Maintenance	5/8/24	\$5,097.17	ACH
Vendor Total:				\$10,194.34	

Vendor: 616 Fuelman

Invoice #	Date	Description	AP Date	Amount	PMT TYP
NP66270825	4/15/24	Fuel	5/8/24	\$1,824.68	CHK
NP66300454	4/22/24	Fuel	5/8/24	\$1,947.89	CHK
Vendor Total:				\$3,772.57	



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

AGENDA ITEM DEPT.: CCO
AGENDA DATE: May 7, 2024
PAGE: 1 of 11

SUBJECT: Consideration of Budget Adjustments for fiscal year 9-30-24

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: Admin and Finance **DIRECTOR'S AUTHORIZATION:** Lesa Hardin

These are budget adjustments for the Fiscal Year ended 9/30/24 to be effective 4/30/24.

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO
Webb Corban, Director of Finance
or Conner Carraway, Manager of Accounting & Finance

SUGGESTED MOTION:

Approval of Budget Adjustments for fiscal year 9-30-24 to be effective 4/30/24.

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
General Fund Revenues					
200 - Taxes	10,208,900	-	10,208,900	-	10,208,900
206 - Lieu of Taxes	721,300	3,569	724,869		724,869
220 - License and Permits	300,500	-	300,500	-	300,500
230 - Intergovernmental Revenues	11,705,500	-	11,705,500	82,649	11,788,149
250 - Grants (Federal)	108,655	277,857	386,512	40,125	426,637
330 - Fines and Forfeits	650,000	-	650,000	-	650,000
340 - Miscellaneous (Unrestricted)	749,695	-	749,695	-	749,695
360 - Charges for Services	38,400	-	38,400	-	38,400
380 - Transfers and Non Revenue Receipts	4,130,000	-	4,130,000	12,380	4,142,380
Total General Fund Revenues	28,612,950	281,426	28,894,376	135,154	29,029,530

Purpose: To budget for Police Homeland Security Grants, Police Wireless Communication Fund, and Sale of Fire Vehicles for Grant Match.

General Fund Expenditures

100 - Board of Aldermen

400 - Personnel Services	221,266	-	221,266	-	221,266
600 - Contractual Services	14,250	-	14,250	-	14,250
Total 100 - Board of Aldermen	235,516	-	235,516	-	235,516

110 - Municipal Court

400 - Personnel Services	422,082	-	422,082	-	422,082
500 - Supplies	10,000	-	10,000	-	10,000
600 - Contractual Services	32,250	-	32,250	-	32,250
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	15,000	-	15,000	-	15,000
Total 110 - Municipal Court	479,332	-	479,332	-	479,332

111 - Youth Court

600 - Contractual Services	2,000	-	2,000	-	2,000
Total 111 - Youth Court	2,000	-	2,000	-	2,000

120 - Mayors Office

400 - Personnel Services	183,180	-	183,180	-	183,180
500 - Supplies	6,750	-	6,750	1,000	7,750
600 - Contractual Services	129,550	-	129,550	(1,000)	128,550
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 120 - Mayors Office	319,480	-	319,480	-	319,480

Purpose: To increase budget of Mayor's supplies and reduce Contractual Services.

123 - IT

400 - Personnel Services	367,860	-	367,860	-	367,860
500 - Supplies	750	-	750	-	750
600 - Contractual Services	180,735	-	180,735	3,625	184,360
700 - Grants, Subsidies and Allocations	-	41,000	41,000		41,000
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	83,927	-	83,927	-	83,927
Total 123 - IT	633,272	41,000	674,272	3,625	677,897

Purpose: To adjust budget for Civicplus Notification Software

130 - Elections

500 - Supplies	500	-	500	-	500
600 - Contractual Services	2,500	-	2,500	-	2,500
Total 130 - Elections	3,000	-	3,000	-	3,000

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
142 - City Clerks Office					
400 - Personnel Services	456,625	-	456,625	-	456,625
500 - Supplies	7,500	-	7,500	-	7,500
600 - Contractual Services	261,150	-	261,150	-	261,150
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	3,000	-	3,000	-	3,000
Total 142 - City Clerks Office	728,275	-	728,275	-	728,275
160 - Prosecuting Attorney and Staff					
400 - Personnel Services	72,890	-	72,890	-	72,890
Total 160 - Prosecuting Attorney and Staff	72,890	-	72,890	-	72,890
169 - Legal					
600 - Contractual Services	205,000	-	205,000	-	205,000
Total 169 - Legal	205,000	-	205,000	-	205,000
180 - Human Resources					
400 - Personnel Services	463,252	-	463,252	-	463,252
500 - Supplies	3,000	-	3,000	-	3,000
600 - Contractual Services	48,750	-	48,750	-	48,750
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 180 - Human Resources	515,002	-	515,002	-	515,002
190 - City Planner					
400 - Personnel Services	192,842	-	192,842	-	192,842
500 - Supplies	400	-	400	-	400
600 - Contractual Services	43,900	-	43,900	-	43,900
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	30,000	-	30,000	-	30,000
Total 190 - City Planner	267,142	-	267,142	-	267,142
191 - External Services					
400 - Personnel Services	175,795	-	175,795	-	175,795
Total 191 - External Services	175,795	-	175,795	-	175,795
192 - General Government Bldg & Plant					
500 - Supplies	5,300	-	5,300	-	5,300
600 - Contractual Services	143,000	-	143,000	-	143,000
Total 192 - General Government Bldg & Plant	148,300	-	148,300	-	148,300
195 - Transfers to Other Agencies					
600 - Contractual Services	49,466	-	49,466	-	49,466
700 - Grants, Subsidies and Allocations	5,000	-	5,000	-	5,000
990 - Transfers	763,000	68,722	831,722	-	831,722
Total 195 - Transfers to Other Agencies	817,466	68,722	886,188	-	886,188
196 - Cemetery Administration					
600 - Contractual Services	46,000	-	46,000	-	46,000
Total 196 - Cemetery Administration	46,000	-	46,000	-	46,000

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
197 - Engineering					
400 - Personnel Services	536,410	-	536,410	-	536,410
500 - Supplies	10,700	-	10,700	-	10,700
600 - Contractual Services	39,850	-	39,850	-	39,850
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	5,000	-	5,000	-	5,000
Total 197 - Engineering	591,960	-	591,960	-	591,960

201 - Police					
400 - Personnel Services	6,050,292	-	6,050,292	-	6,050,292
500 - Supplies	527,560	-	527,560	-	527,560
600 - Contractual Services	612,600	-	612,600	155,585	768,185
700 - Grants, Subsidies and Allocations	-	30,795	30,795	36,500	67,295
800 - Debt Service	162,500	-	162,500	(162,500)	-
900 - Capital Outlay	298,700	-	298,700	82,649	381,349
Total 201 - Police	7,651,652	30,795	7,682,447	112,234	7,794,681

Purpose: To budget for equipment purchased for Homeland Security Grant, JOPS Grant, Wireless Communication Fund, and to reclassify amount for Enterprise Fleet Lease from Debt Service.

245 - Dispatchers					
400 - Personnel Services	350,212	-	350,212	-	350,212
500 - Supplies	1,000	-	1,000	-	1,000
600 - Contractual Services	2,500	-	2,500	-	2,500
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 245 - Dispatchers	353,712	-	353,712	-	353,712

246 - Code Enforcement					
400 - Personnel Services	136,820	-	136,820	-	136,820
500 - Supplies	4,500	-	4,500	-	4,500
600 - Contractual Services	7,000	-	7,000	6,915	13,915
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 246 - Code Enforcement	148,320	-	148,320	6,915	155,235

Purpose: To budget for Enterprise Fleet Lease.

254 - DUI Grant					
400 - Personnel Services	181,337	-	181,337	-	181,337
Total 254 - DUI Grant	181,337	-	181,337	-	181,337

261 - Fire Department					
400 - Personnel Services	4,338,444	-	4,338,444	-	4,338,444
500 - Supplies	119,000	-	119,000	-	119,000
600 - Contractual Services	279,500	-	279,500	-	279,500
700 - Grants, Subsidies and Allocations	40,000	140,909	180,909	12,380	193,289
800 - Debt Service	226,385	-	226,385	-	226,385
900 - Capital Outlay	45,000	-	45,000	-	45,000
Total 261 - Fire Department	5,048,329	140,909	5,189,238	12,380	5,201,618

Purpose: To budget grant match from sale of vehicles.

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
281 - Building/Community Development					
400 - Personnel Services	288,355	-	288,355	-	288,355
500 - Supplies	7,100	-	7,100	-	7,100
600 - Contractual Services	35,500	-	35,500	-	35,500
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
281 - Building/Community Development	330,955	-	330,955	-	330,955
290 - Civil Defense/Warning System					
600 - Contractual Services	18,000	-	18,000	-	18,000
Total 290 - Civil Defense/Warning System	18,000	-	18,000	-	18,000
301 - Street					
400 - Personnel Services	1,013,115	-	1,013,115	-	1,013,115
500 - Supplies	281,000	-	281,000	-	281,000
600 - Contractual Services	620,400	-	620,400	-	620,400
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	48,075	-	48,075	-	48,075
900 - Capital Outlay	75,000	-	75,000	-	75,000
Total 301 - Street	2,037,590	-	2,037,590	-	2,037,590
360 - Animal Control					
400 - Personnel Services	110,825	-	110,825	-	110,825
500 - Supplies	6,500	-	6,500	-	6,500
600 - Contractual Services	6,500	-	6,500	-	6,500
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 360 - Animal Control	123,825	-	123,825	-	123,825
550 - Parks and Recreation					
600 - Contractual Services	1,505,000	-	1,505,000	-	1,505,000
Total 550 Parks and Recreation	1,505,000	-	1,505,000	-	1,505,000
600 - Capital Projects					
700 - Grants, Subsidies and Allocations	7,500	-	7,500	-	7,500
900 - Capital Outlay	100,000	-	100,000	-	100,000
Total 600 - Capital Projects	107,500	-	107,500	-	107,500
800 - Debt Service					
800 - Debt Service	15,000	-	15,000	-	15,000
Total - 800 Debt Service	15,000	-	15,000	-	15,000
900 - Interfund Transactions					
900 - Beginning Fund Balance and Contingency	2,785,000	-	2,785,000	-	2,785,000
990 - Transfers	3,066,300	-	3,066,300	-	3,066,300
Total 900 - Interfund Transactions	5,851,300	-	5,851,300	-	5,851,300
Total General Fund Expenditures	28,612,950	281,426	28,894,376	135,154	29,029,530

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 002 - Restricted Police Fund					
Revenues					
330 - Fines and Forfeits	12,000	-	12,000	-	12,000
380 - Transfers and Nonrevenue Receipts	1,500	3,500	5,000		5,000
Total Revenues	13,500	3,500	17,000	-	17,000
Expenditures					
500 - Supplies	9,000	-	9,000	-	9,000
900 - Capital Outlay	4,500	3,500	8,000		8,000
Total Expenditures	13,500	3,500	17,000	-	17,000
Fund 003 - Restricted Fire Fund					
Revenues					
230 - Intergovernmental Revenues	167,000	-	167,000	-	167,000
Total Revenues	167,000	-	167,000	-	167,000
Expenditures					
500 - Supplies	2,000	-	2,000	-	2,000
600 - Contractual Services	750	-	750	-	750
800 - Debt Service	163,816	-	163,816	-	163,816
900 - Capital Outlay	434	-	434	-	434
Total Expenditures	167,000	-	167,000	-	167,000
Fund 015 - Airport					
Revenues					
230 - Intergovernmental Revenues	285,714	196,346	482,060		482,060
340 - Miscellaneous	23,000	-	23,000	-	23,000
360 - Charges for Services	792,425	-	792,425	-	792,425
380 - Transfers and Non Revenue Receipts	550,000	(148,584)	401,416		401,416
Total Revenues	1,651,139	47,762	1,698,901	-	1,698,901
Expenditures					
400 - Personnel Services	312,500	-	312,500	-	312,500
500 - Supplies	642,500	-	642,500	-	642,500
600 - Contractual Services	121,350	-	121,350	-	121,350
700 - Grants, Subsidies and Allocations	-	65,027	65,027	-	65,027
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	574,790	(17,265)	557,525	-	557,525
Total Expenditures	1,651,139	47,762	1,698,901	-	1,698,901
Fund 016 - Restricted Airport					
Revenues					
230 - Intergovernmental Revenues	458,426	561,552	1,019,978	-	1,019,978
Total Revenues	458,426	561,552	1,019,978	-	1,019,978
Expenditures					
600 - Contractual Services	174,277	192,185	366,462	-	366,462
700 - Grants, Subsidies and Allocations	284,149	369,367	653,516	-	653,516
Total Expenditures	458,426	561,552	1,019,978	-	1,019,978

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 022 - Sanitation					
Revenues					
250 - Grants	-	9,710	9,710	-	9,710
340 - Miscellaneous	3,525,000	-	3,525,000	-	3,525,000
380 - Transfers and Non Revenue Receipts	25,000	-	25,000	-	25,000
Total Revenues	3,550,000	9,710	3,559,710	-	3,559,710
Expenditures					
400 - Personnel Services	1,961,486	-	1,961,486	-	1,961,486
500 - Supplies	308,500	42,560	351,060	-	351,060
600 - Contractual Services	846,000	(56,520)	789,480	-	789,480
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	392,146	23,670	415,816	-	415,816
900 - Capital Outlay	41,868	-	41,868	-	41,868
Total Expenditures	3,550,000	9,710	3,559,710	-	3,559,710
Fund 023 Landfill					
Revenues					
380 - Transfers and Non Revenue Receipts	1,180,000	-	1,180,000	-	1,180,000
Total Revenues	1,180,000	-	1,180,000	-	1,180,000
Expenditures					
600 - Contractual Services	265,000	-	265,000	-	265,000
900 - Capital Outlay	915,000	-	915,000	-	915,000
Total Expenditures	1,180,000	-	1,180,000	-	1,180,000
Fund 120 Modernization Use Tax					
Revenues					
230 - Intergovernmental Revenues	2,075,000	-	2,075,000	-	2,075,000
380 - Transfers and Non Revenue Receipts	500,000	36,000	536,000	-	536,000
Total Revenues	2,575,000	36,000	2,611,000	-	2,611,000
Expenditures					
800 - Debt Service	722,200	-	722,200	-	722,200
900 - Capital Outlay	1,852,800	36,000	1,888,800	-	1,888,800
Total Expenditures	2,575,000	36,000	2,611,000	-	2,611,000
Fund 200 Debt Service Fund					
Revenues					
340 - Miscellaneous	116,857	-	116,857	-	116,857
380 - Transfers and Non Revenue Receipts	2,706,300	-	2,706,300	-	2,706,300
Total Revenues	2,823,157	-	2,823,157	-	2,823,157
Expenditures					
800 - Debt Service	2,823,157	-	2,823,157	-	2,823,157
Total Expenditures	2,823,157	-	2,823,157	-	2,823,157

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 300 Capital Projects Fund					
Revenues					
250 - Grants	-	-	-	50,025	50,025
340 - Miscellaneous	-	2,750	2,750	-	2,750
380 - Transfers and Non Revenue Receipts	5,997,500	(32,500)	5,965,000	-	5,965,000
Total Revenues	5,997,500	(29,750)	5,967,750	50,025	6,017,775
Expenditures					
600 - Contractual Services	-	69,500	69,500	-	69,500
900 - Capital Outlay	5,964,167	(99,250)	5,864,917	50,025	5,914,942
990 - Transfers	33,333	-	33,333	-	33,333
Total Expenditures	5,997,500	(29,750)	5,967,750	50,025	6,017,775
Purpose: To record reimbursement received from SS4A Grant.					
Fund 303 Industrial Park Bond					
Revenues					
380 - Transfers and Non Revenue Receipts	200,000	12,000	212,000	-	212,000
Total Revenues	200,000	12,000	212,000	-	212,000
Expenditures					
600 - Contractual Services	200,000	12,000	212,000	-	212,000
Total Expenditures	200,000	12,000	212,000	-	212,000
Fund 305 2022 GO Public Improvement Bonds					
Revenues					
340 - Miscellaneous	-	2,000	2,000	-	2,000
380 - Transfers and Non Revenue Receipts	1,250,000	735,000	1,985,000	-	1,985,000
Total Revenues	1,250,000	737,000	1,987,000	-	1,987,000
Expenditures					
600 - Contractual Services	-	280,900	280,900	-	280,900
900 - Capital Outlay	1,250,000	456,100	1,706,100	-	1,706,100
Total Expenditures	1,250,000	737,000	1,987,000	-	1,987,000
Fund 306 2022 Local Improvements Project Fund					
Revenues					
380 - Transfers and Non Revenue Receipts	100,000	(28,000)	72,000	-	72,000
Total Revenues	100,000	(28,000)	72,000	-	72,000
Expenditures					
900 - Capital Outlay	100,000	(28,000)	72,000	-	72,000
Total Expenditures	100,000	(28,000)	72,000	-	72,000

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 309 - American Relief Fund					
Revenues					
230 - Intergovernmental Revenues	6,666,911	-	6,666,911	-	6,666,911
340 - Miscellaneous	205,000	-	205,000	-	205,000
380 - Transfers and Non Revenue Receipts	5,000,000	1,475,000	6,475,000	-	6,475,000
Total Revenues	11,871,911	1,475,000	13,346,911	-	13,346,911
Expenditures					
600 - Contractual Services	10,871,911	-	10,871,911	-	10,871,911
900 - Capital Outlay	1,000,000	1,475,000	2,475,000	-	2,475,000
Total Expenditures	11,871,911	1,475,000	13,346,911	-	13,346,911
Fund 311 - Main Street Corridor Improvements Project					
Revenues					
230 - Intergovernmental Revenues	400,000	-	400,000	-	400,000
340 - Miscellaneous	5,000	-	5,000	-	5,000
380 - Transfers and Non Revenue Receipts	2,875,000	500,000	3,375,000	-	3,375,000
Total Revenues	3,280,000	500,000	3,780,000	-	3,780,000
Expenditures					
600 - Contractual Services	377,000	-	377,000	-	377,000
900 - Capital Outlay	2,903,000	500,000	3,403,000	-	3,403,000
Total Expenditures	3,280,000	500,000	3,780,000	-	3,780,000
Fund 312 - Parks Capital Projects Fund (2023)					
Revenues					
380 - Transfers and Non Revenue Receipts	13,500,000	-	13,500,000	-	13,500,000
Total Revenues	13,500,000	-	13,500,000	-	13,500,000
Expenditures					
600 - Contractual Services	343,820	-	343,820	-	343,820
900 - Capital Outlay	13,156,180	-	13,156,180	-	13,156,180
Total Expenditures	13,500,000	-	13,500,000	-	13,500,000
Fund 313 - Spring/Hwy 12 Linkage Tap					
Revenues					
230 - Intergovernmental Revenues	466,667	-	466,667	-	466,667
380 - Transfers and Non Revenue Receipts	33,333	-	33,333	-	33,333
Total Revenues	500,000	-	500,000	-	500,000
Expenditures					
900 - Capital Outlay	500,000	-	500,000	-	500,000
Total Expenditures	500,000	-	500,000	-	500,000

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 319 - Public Improvement Bonds 2018					
Revenues					
340 - Miscellaneous	-	-	-	245	245
380 - Transfers and Non Revenue Receipts	200,000	(50,000)	150,000	2,564	152,564
Total Revenues	200,000	(50,000)	150,000	2,809	152,809
Expenditures					
900 - Capital Outlay	200,000	(50,000)	150,000	2,809	152,809
Total Expenditures	200,000	(50,000)	150,000	2,809	152,809

Purpose: To adjust balances to close out Fund.

Fund 375 - Park and Rec Tourism

Revenues					
230 - Intergovernmental Revenues	2,850,000	-	2,850,000	-	2,850,000
380 - Transfers and Non Revenue Receipts	2,100,000	(65,000)	2,035,000	-	2,035,000
Total Revenues	4,950,000	(65,000)	4,885,000	-	4,885,000
Expenditures					
600 - Contractual Services	620,000	-	620,000	-	620,000
800 - Debt Service	1,364,060	-	1,364,060	-	1,364,060
900 - Capital Outlay	2,965,940	(65,000)	2,900,940	-	2,900,940
Total Expenditures	4,950,000	(65,000)	4,885,000	-	4,885,000

Fund 377 - Build Grant MS 182 / MLK Corridor

Revenues					
230 - Intergovernmental Revenues	6,450,000	-	6,450,000	-	6,450,000
380 - Transfers and Non Revenue Receipts	200,000	175,000	375,000	-	375,000
Total Revenues	6,650,000	175,000	6,825,000	-	6,825,000
Expenditures					
600 - Contractual Services	650,000	-	650,000	-	650,000
900 - Capital Outlay	6,000,000	175,000	6,175,000	-	6,175,000
Total Expenditures	6,650,000	175,000	6,825,000	-	6,825,000

Fund 380 - Park Bonds 2020

Revenues					
380 - Transfers and Non Revenue Receipts	400,000	-	400,000	374,390	774,390
Total Revenues	400,000	-	400,000	374,390	774,390
Expenditures					
600 - Contractual Services	-	36,025	36,025	-	36,025
900 - Capital Outlay	400,000	(36,025)	363,975	374,390	738,365
Total Expenditures	400,000	-	400,000	374,390	774,390

Purpose: To transfer funds from Fund 375 1% & 2% to pay remaining bills related to Cornerstone Park Construction.

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	<u>Original Budget</u>	<u>Prior Adjustments</u>	<u>Current Budget</u>	<u>Budget Adjustments</u>	<u>Amended Budget</u>
Fund 700 - Stark/Hospital Road					
Revenues					
340 - Miscellaneous	3,000	-	3,000	-	3,000
380 - Transfers and Non Revenue Receipts	1,250,000	40,000	1,290,000	-	1,290,000
Total Revenues	<u>1,253,000</u>	<u>40,000</u>	<u>1,293,000</u>	<u>-</u>	<u>1,293,000</u>
Expenditures					
500 - Supplies	-	-	-	-	-
600 - Contractual Services	1,253,000	40,000	1,293,000	-	1,293,000
Total Expenditures	<u>1,253,000</u>	<u>40,000</u>	<u>1,293,000</u>	<u>-</u>	<u>1,293,000</u>



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 5-7-24
PAGE: 1

SUBJECT:

Request authorization for Chief Charles Yarbrough to travel to Natchez, MS to attend the 87th MS Fire Fighters and Fire Chiefs Conference @ the Natchez Convention Center on May 29 – June 2, 2024 at an approximate cost of \$500.00 (registration, hotel, meals, and travel).

AMOUNT & SOURCE OF FUNDING \$500.00 (001-261-600-390) Fire Training

Registration – payable to: **\$65.00**
MFFA
P.O. Box 1507
Brandon, MS 39043

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION:

Move approval for authorization for Chief Charles Yarbrough to travel to Natchez, MS to attend the 87th MS Fire Fighters and Fire Chiefs Conference @ the Natchez Convention Center on May 29 – June 2, 2024 at an approximate cost of \$500.00 (hotel, meals, and travel).



87th Mississippi Firefighters and Fire Chiefs
Conference
Natchez Convention Center
Natchez, MS
May 29 – June 2, 2024



ATTENDEE REGISTRATION FORM
(Please Print)

Name: Charles Yarbrough T-Shirt size: Medium
Phone Number: 662-722-0051 E-mail Address: c.yarbrough@cityofstarkville.org
Fire Department: Starkville Fire Department Rank/Title: Fire Chief
Spouse/Guest: _____ Guest T-Shirt size: _____

Please mark which meetings you will be attending, membership status, and special events you and your guest plan to attend.

NOTE: Fees for guests include t-shirt and all meals (except for banquet). Banquet and Golf fees apply to all registrations. Tickets will be issued for banquet.

*Members Only: No registration fee if membership is paid by April 1 and registration is received by April 1.				
Meeting Attendee	Member	Member Registration	Non-Member Registration	After April 1 (ALL)
☒ Fire Chief*	☒ Yes ☐ No	No Charge	\$55.00	\$65.00
☐ Firefighter *	☐ Yes ☐ No	No Charge	\$35.00	\$45.00
☐ Ladies Auxiliary	☐ Yes ☐ No	No Charge	\$45.00	\$55.00
☐ Spouse/Guest			\$35.00	\$45.00
Special Events				
☐ Golf		Wednesday, May 29		\$50
☒ Thursday Luncheon		Thursday, May 30		No Charge
☒ Friday' Luncheon		Friday, May 31		No Charge
☒ Block Party		Friday, May 31		No Charge
☐ MFCA/MFFA Banquet (per person)		Saturday, June 1		\$30.00
Total				\$ 65.00

Enclosed is Check # _____ in the amount of \$ **65.00**
Please make check or money order payable to:

MFFA
PO Box 1507
Brandon, MS 39043



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: May 7, 2024
PAGE: 1 of 4

SUBJECT:

Request permission to purchase Image Trend Scheduling and Analytic System which includes Slate and Continuum at a cost of \$9,641.00 as a sole source item in that it is compatible with existing equipment and software.

AMOUNT & SOURCE OF FUNDING

Contractual Services – Paid for with a Budget Adjustment from Category 206 – Lieu of Taxes totaling \$9,641.

One-time fees:

Modules Setup & Implementation	\$675.00
Webinar Training	\$900.00

Recurring fees:

Slate	\$3,816.00
Slate Text/SMS	\$500.00
Continuum for Fire	<u>\$3,750.00</u>

Total Year 1 \$9,641.00

Annual Fees after Year 1 \$8,066.00

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Fire Department

DIRECTOR'S
AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION:

Move approval to purchase Image Trend Scheduling and Analytic System which includes Slate and Continuum.



Slate and Continuum-Starkville FD (MS)

Prepared For

Starkville Fire Department
Jonathan Wade
110 W Main Street
Starkville, Mississippi 39759-2950

Prepared By

Jesse Leis
Apr 09, 2024

IMAGETREND®

Prepared For

Jonathan Wade
Starkville Fire Department
110 W Main Street
Starkville, Mississippi 39759-2950
662-323-2962
j.wade@cityofstarkville.org

Bill To

Jonathan Wade
Starkville Fire Department
110 W Main Street
Starkville, Mississippi 39759-2950
662-323-2962
j.wade@cityofstarkville.org

Salesperson		Quote Number		Date	
Jesse Leis, Mid-Market Account Executive, 952.469.6784		QUO-19264-X3Y6X		Apr 09, 2024	
Description		Qty	Frequency	Unit Price	Total
One-Time Fees					
Modules Setup & Implementation		1	One Time	\$675.00	\$675.00
Webinar Training 2hr Session		2	One Time	\$450.00	\$900.00
Recurring Fees					
Slate™		1	Recurring	\$3,816.00	\$3,816.00
Slate™ Text/SMS		1	Recurring	\$500.00	\$500.00
Continuum® for Fire		1	Recurring	\$3,750.00	\$3,750.00
TOTAL Year 1					\$9,641.00
*Annual Fees after Year 1					\$8,066.00

Optional Items

ImageTrend Geocoding	1	Recurring	\$500.00	\$500.00
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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 3,000 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

Webinar Training 2hr Session

Training sessions that are completed via webinar (maximum of 2 hours per session). Topics can include administrator or user education, in-depth education on various modules or features of the system, or learning how to better use Report Writer.

ImageTrend Geocoding

The ImageTrend Geocoding option generates latitude and longitude information from EMS and Fire scene location addresses. This option is available for those clients that don't currently have latitude and longitude information being added to their system via either a CAD integration or the ImageTrend MARS offering. Latitude and longitude information is required if you want to view map content in Continuum's numerous content domains.

Slate™

Slate™ is a standalone operations management solution with the first-released module for scheduling with certification tracking. Engineered for flexibility, multiple schedule types and sub-groups can be utilized in a single solution with workflows that are defined by your department. With Slate, you get unlimited time off requests, shift trades, work requirements, seniority lists and fill rules. It is an ImageTrend-hosted solution that connects with the Aware app for end users to view and manage their own schedules, and can either integrate with ImageTrend Elite or work independently.

Slate™ Text/SMS

Provides the ability to send a variety of individual or bulk text/SMS notifications and alerts to your personnel directly from Slate.



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 5-7-24
PAGE: 1

SUBJECT:

Request authorization to purchase an ESI eSIP50x Telephone System from Alarm Securities, Inc. in the amount of \$9,779.00, the lower of two quotes.

AMOUNT & SOURCE OF FUNDING

Category 900 - Capital Outlay 001-261-740-565 Total \$20,780.38

Quotes:

- | | | |
|---------------------------|--------------------|--------------------|
| 1. G & H. Telephone, Inc. | \$11,001.38 | - equipment |
| 2. Alarm Securities Inc. | \$9,779.00 | - equipment |
| 36 EFAP (lease phone) | \$337.38 | |
| NUSO SIP monthly charge | \$100 | |

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION:

Move approval for authorization to purchase an ESI eSIP50x Telephone System from Alarm Securities, Inc.

Alarm Securities Inc.

105 West Main Street
New Albany, MS 38652

662.534.4987 Phone
800.246.4987 Toll Free
662.534.8360 Fax



Business Telephone &

Voice Mail Systems

Security Systems

Closed Circuit TV (CCTV)

Access Control

Network Engineering &

Provisioning

VOIP Solutions

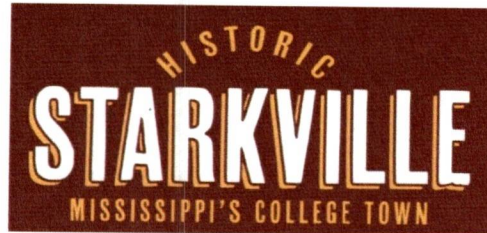


Authorized Dealer for



Business
Communications
Systems

Serving North
Mississippi Since 1995



Starkville Fire Department
503 East Lumpkin
Starkville, MS 39759
323-1845
8 Apr 24

Quote for ESI eSIP50x Telephone System w/Caller ID and Voice Mail

This System will be equipped for:

SIP Trunks: SIP is a Voice over Internet Protocol (VoIP) and streaming media service based on the Session Initiation Protocol (SIP) by which Internet telephony service providers (ITSPs) deliver telephone services and unified communications to customers equipped with SIP-based private branch exchange (IP-PBX) and Unified Communications facilities.

20 **IP Station Ports:** This means that up to 50 IP keyset telephones can be plugged into the system.

1 **eSIP50x Voice Mail:** The ESI eSIP50x features a voice message storage capacity of 83 hours. This lends even more practicality to the recording and voice mail features that make an ESI System special.

This System will be equipped with:

11 **ESI ePhone4x:** Enterprise IP Phone is a high-end desktop phone with 36 LED programmable feature keys to increase productivity for enterprise users at a cost-effective price.

1 **eSIP50X Voice Mail with 83 hours of storage**

1 **POE Switch/Router**

1 **Battery Backup UPS**

1 **IP Gateway, 2FXS**

3 **Single Cat 6 Cable Drops**

Starkville Fire Department (eSIP50x): \$9,779.00
36 EFAP: \$337.38

NUSO SIP Monthly Charge

\$100.00
Plus Tax

1 Year Warranty Parts and Labor Monday – Friday 8:00 A.M. – 5:00 P.M., excluding holidays.
Quote valid for 30 days.

Accepted by: _____
Date:

What can we do to help your business?

Alarm Securities, Inc · 105 West Main Street · New Albany MS 38652 · 800-246-4987 · Fax (662) 534-8360

ESI Receives 2021 Product of the Year Awards!



ESI is pleased to announce that TMC, a global, integrated media company, has named two ESI products as recipients of 2021 INTERNET TELEPHONY Product of the Year Awards: **ESI ePhone8™** and the **ESI eCloud PBX™** system. The eCloud PBX™ was previously honored with the award in 2015.

"I am honored to recognize ESI with 2021 Product of the Year Awards for its commitment to excellence and innovation," said Rich Tehrani, CEO, TMC. "In the opinion of our judges and editorial team, ESI's products have proven to be among the best communications and technology solutions available on the market. I look forward to continued leadership from ESI."

The winning products join others recognized as Products of the Year, including:

- ESI eSIP Titan Series™ (2020)
- ESI ePhone3™ (2020)
- ESI ePhone4x™ (2020)
- ESI eSIP Evolution Series™ (2019)
- ESI ePhone7™ (2017)
- ESI eCloud PBX™ (2015)
- ESI VIP™ (2004)
- ESI E-Class™ systems (2003)
- ESI Esi-Link™ (2002)
- ESI IP 200™ (2001)

No: 7438

Customer Signature: _____ Date: _____



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 07, 2024
Page: 1

SUBJECT:

Request authorization to hire Susan White as a Deputy Court Clerk in the Municipal Court Department.

AMOUNT & SOURCE OF FUNDING:

Susan White - Annual Salary of \$37,627.20 (\$18.09/hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item #001-110-420-105

AUTHORIZATION HISTORY:

This is a replacement position previously held by Courtlin Jones who was terminated.

REQUESTING DEPARTMENT:

Municipal Court Department

DIRECTOR'S AUTHORIZATION:

Monica Lairy, Municipal Court Clerk

FOR MORE INFORMATION CONTACT:

Monica Lairy, Municipal Court Clerk;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Susan White as a Deputy Court Clerk in the Municipal Court Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 07, 2024
Page: 1

SUBJECT:

Request authorization to hire Mercedes Reed as an Animal Control Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Grade 9, Non-Exempt Salary of \$36,920 (\$17.75) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-360-440-114

AUTHORIZATION HISTORY:

This is a replacement position previously held by Kaylee Drummond who resigned.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Mercedes Reed as an Animal Control Officer in the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 07, 2024
Page: 1

SUBJECT:

Request authorization to hire Jeremy Klutts as a Metering / Lead & Copper Coordinator in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt Salary of \$56,000 (\$26.92) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2023/24 budget.

50% of pay – Acct: 586.00 Meter Expense.

50% of pay – Acct: 146.10 Due from Water Dept.

AUTHORIZATION HISTORY:

This is a replacement position previously held by Robert Atkins who was promoted.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager;

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Jeremy Klutts as a Metering / Lead & Copper Coordinator in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 7, 2024
Page: 1

SUBJECT:

Request authorization to hire Kalyb Jordan, William Mays II, Samuel Matthews, and Christopher McGlothin as a Non-Certified Firefighters in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Kalyb Jordan - Base Salary for Non-Certified Firefighter, \$34,725.60 (\$12.60 per hour) for entry level based on 2756 hours.

William Mays II - Base Salary for Non-Certified Firefighter, \$34,725.60 (\$12.60 per hour) for entry level based on 2756 hours.

Samuel Matthews - Base Salary for Non-Certified Firefighter, \$34,725.60 (\$12.60 per hour) for entry level based on 2756 hours.

Christopher McGlothin - Base Salary for Non-Certified Firefighter, \$34,725.60 (\$12.60 per hour) for entry level based on 2756 hours.

FISCAL NOTE:

Budgeted from line item # 001-261-420-103

AUTHORIZATION HISTORY:

These are replacement positions for Gene King, Duncan Williams, Dalton Avent, and Jake Vargo who resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Chief Charles Yarbrough, Fire Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Kalyb Jordan, William Mays II, Samuel Matthews, and Christopher McGlothin as a Non-Certified Firefighters in the Starkville Fire Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: May 07, 2024

Page: 1

SUBJECT:

Request authorization to hire Liam Altuzar and Antionious Sellers as Police Officers in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Liam Altuzar- non-exempt salary for a Non-Certified Police Officer, @ \$43,356.04 (\$19.39 per hour) based on 2236 hours per year.

Antionious Sellers - non-exempt salary for a Certified Police Officer, @ \$46,620.60 (\$20.85 per hour) based on 2236 hours per year.

LINE ITEM

Budgeted from line item # 001-201-420-103

AUTHORIZATION HISTORY:

This is a replacement position that was held by Sam Gillen and Princeton Henderson, who was promoted during the September 2023 promotion process.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Request authorization to hire Liam Altuzar and Antionious Sellers as Police Officers in the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 07, 2024
Page: 1

SUBJECT:

Request authorization to hire Randall Chriswell and Shasta Plunkett as Linemen Crew Chiefs in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Randall Chriswell - non-exempt Salary for Lineman Crew Chief, \$81,764.80 (\$39.31 per hour) based on 2080 hours.

Shasta Plunkett - non-exempt Salary for Lineman Crew Chief, \$81,764.80 (\$39.31 per hour) based on 2080 hours.

FISCAL NOTE:

Paid 100% by Electric Division of Starkville Utilities; Salaries expense allocated based on Electric Job Work Orders

AUTHORIZATION HISTORY:

These are replacement positions previously held by Thomas Grey and William Hatfield who retired.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Navarrete Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Randall Chriswell and Shasta Plunkett as Linemen Crew Chiefs in the Starkville Utilities Department



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 07, 2024
Page: 1

SUBJECT:

Request authorization to hire Douglas Erwin and D'angelo Scales as seasonal Sanitation Workers in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Douglas Erwin- Annual Salary of \$31,616.00 (\$15.20 per hour) based on 2080 hours.

D'angelo Scales- Annual Salary of \$31,616.00 (\$15.20 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 022-322-430-107

AUTHORIZATION HISTORY:

These are replacement positions previously held by Adam Hill and Marco Lofton who resigned.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Chris Smiley, Sanitation & Environmental Services Director;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Douglas Erwin and D'angelo Scales as seasonal Sanitation Workers in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 07, 2024
Page: 1

SUBJECT:

Request authorization to hire Hope Harris, Charles Ledford, Jacques Ratliff, James Thornton, and Gracee Warren as GIS/Civil Engineer Interns for the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked at \$14.00 per hour. This position, will not be eligible for benefits.

FISCAL NOTE:

Funds are included in the fiscal year 2023/24 budget.

50% of pay – Acct: 586.00 Meter Expense.
50% of pay – Acct: 146.10 Due from Water Dept.

AUTHORIZATION HISTORY:

These interns will be assisting with lead and copper compliance and service line inventory outreach and compile documentation following site visits to resolve cited violations.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Hope Harris, Charles Ledford, Jacques Ratliff, James Thornton, and Gracee Warren as Interns for the Starkville Utilities Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 5/7/2024
PAGE: 1 of 1**

SUBJECT: Request approval of purchase of antivirus software for the lowest quote price of \$8,700.00

AMOUNT & SOURCE OF FUNDING: From account # 001-123-600-300

FISCAL NOTE: Two Quotes: Howard - \$8,700.00 and NextStep - \$8,955.00

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

FOR MORE INFORMATION CONTACT: Joel C. Clements, Jr – 662.323.2525 ext 3127

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION:

STAFF RECOMMENDATION: Staff recommends approval.

36 Howard Drive·Ellisville, MS 39437
P.O. Box 1590·Laurel, MS 39441



A Division of Howard Industries, Inc.
www.Howard.com

888.912.3151 general·601.399.5077 fax
888.323.3151 technical support

Online Quotation

Quote No: TB17 1388483.00
Customer Name: Scott Grice (Principal Systems Admin)
Company Name: Starkville, MS - City
Quote Name: Bitdefender 1Y - Premium

Quote Date: April 09, 2024
Phone Number: 6623232525
Fax Number:

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Bitdefender GravityZoneBusiness Security Premium - Government Renewal, 1 Year, 250 - 499 MPN: BD2Z811A7M01D G	300	\$20.00	\$6,000.00
2:	Bitdefender GravityZone Patch Management - Government Renewal, 1 Year, 250-499 MPN: BD2Z841A7M01D G	300	\$9.00	\$2,700.00
Sub-Total:				\$8,700.00
Shipping & Handling:				Included
Taxes:				Tax Exempt
Total for Item 1:				\$8,700.00

This Quote will expire on May 09, 2024.
Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$8,700.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total:	\$8,700.00

Notes:

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: <https://www.howardcomputers.com/info/termsofsale.cfm>), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com.

Howard's product warranties, return policies and related information are also available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, or may be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.



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QUOTE

Quote NSQ50607
Date: 04/02/2024
Sales Rep: Steve McAlexander
steve_mcalexander@nextstepinnovation.com

Bitdefender Renewal 2024- Grice

Bill To:

City of Starkville

ATTN: Accounts Payable
110 West Main Street
Starkville, MS 39759

Ship To:

City of Starkville

City of Starkville
110 West Main Street
Scott Grice
Starkville, MS 39759

Qty	Part Number	Description	Unit Price	Ext. Price
300	2883ZZBGR120FLZZ	Bitdefender GravityZone Business Security Premium - GOV R, 1 Year, subscription license renewal Contract Start Date - 6-27-2024 Contract End Date - 6-26-2025	\$20.75	\$6,225.00
300	2897ZZBGR120FLZZ	Bitdefender GravityZone Patch Management - GOV R, 1 year, subscription license renewal	\$9.10	\$2,730.00
			Subtotal	\$8,955.00
			Tax	\$0.00
			Shipping	\$0.00
			TOTAL	\$8,955.00

**THIS IS NOT AN INVOICE
DO NOT PAY**

This quote is valid until 04/30/2024.

www.nextstepinnovation.com



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

AGENDA ITEM DEPT.: Parks and Recreation
AGENDA DATE: 5.7.2024
PAGE: 1 of 11

SUBJECT: Consideration of approval of the professional services contract with Forme Design Group for the Starkville Parks Signage Project.

AMOUNT & SOURCE OF FUNDING

\$41,100

Fund 312: 2024 Parks Bond

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION: Brandon Doherty

FOR MORE INFORMATION CONTACT: Chris Williams

This contract is for professional services for design, bidding, and construction administration for improvements to the City's Park signage excluding Cornerstone Park. This will provide cohesive designs for all the City's Parks signs. This work includes the design of the signs, landscaping and related lighting.

SUGGESTED MOTION: Move for Approval of the professional services contract with Forme Design Group for the Starkville Parks Signage Project.



April 22, 2024

Chris Williams P.E.
City of Starkville
110 West Main Street
Starkville, MS 39759

Chris,

Forme Design Group & Red Deluxe Brand Development are excited to present this proposal for designing location signage for the Park Systems in Starkville, MS. Our goal is to create an impactful, visually appealing landmark signage package that reflects the Starkville Park Systems character and enhances its visibility and accessibility at each park location.

We understand the importance of environmental graphic design in creating spaces that are inviting and easy to navigate, and we are committed to delivering a design that meets these criteria while embodying the unique spirit of Starkville, MS.

We have prepared a proposal for landscape architectural & graphic design services for your consideration.

Our scope of services is as follows:

I. BASE SHEETS AND SITE ANALYSIS

With the provided surveys, google imagery, and site visits, we will prepare base sheets at an appropriate design scale for the preparation of the conceptual plans.

We will review the site to become familiar with the surrounding uses and views to aid us in developing these plans.

Parks included in this proposal are as follows:

- Starkville Sportsplex, Patriots Park, JL King Park, Moncrief Park, Josey Park, Fire Station Park, McKee Park & George Evans Park

II. CONCEPTUAL PLANS

Forme Design Group & Red Deluxe Brand Development proposes to create a comprehensive design including initial site assessment, concept development, client consultations, and the creation of detailed renderings and elevations for a marquee location sign. The final deliverable from the design team will be a fully realized design package that includes:

- Detailed Renderings: These will provide a visual representation of the proposed signage, showcasing its design, colors, materials, and textures in the context of the park's environment.
- Elevations: To offer a complete understanding of the sign's dimensions and placement, elevations will be provided. These will detail the height, width, and depth of the signage, ensuring it complements the park's scale and layout.

- Signage Design will meet the City of Starkville's Signage Ordinance.

Our design approach will focus on creating a sign that is not only aesthetically pleasing but also functional, durable, and harmonious with the surrounding environment. We will consider factors such as visibility, readability from various distances and angles, and the incorporation of sustainable materials. Throughout the design process, we will maintain open communication with the stakeholders, ensuring that the final product aligns with the community's vision and needs for the park system.

Wayfinding Design Exploration

Presented with each Park signage recommendation, we will explore wayfinding systems for five city parks, focusing on creating accessible and user-friendly navigation aids. This initiative will begin with three distinct design explorations, each taking a unique approach to enhance the visitor experience through improved signage and information systems. These explorations will consider various aspects of wayfinding, including material choices, visual aids like color coding and iconography, and the potential integration of digital elements to complement traditional signage.

By embarking on multiple design paths, the project aims to assess the effectiveness of different strategies in creating a cohesive and inclusive environment for park visitors. The goal is to explore a range of solutions that cater to diverse needs and preferences, without the immediate commitment to a finalized wayfinding manual. This approach allows for flexibility in adapting to feedback and findings from each exploration, paving the way for a comprehensive and adaptable wayfinding system that enhances accessibility and enjoyment for all park users.

III. DESIGN DEVELOPMENT PLANS

A. Design Development

Based on the approved conceptual plan, our information will be developed for the owner to review. We will coordinate our plans with the other team members to ensure that all information is coordinated as it is related to the design.

With any further adjustments in the scope or quality of the Project, Forme Design Group & Red Deluxe will prepare for Plan Development submittals consisting of Drawings and specifications of signage identified in our scope, setting forth in detail the requirements for the Project.

These documents shall include at a minimum:

- Signage Details & Elevations
- Materials Plan
- Hardscape / Landscape Lighting

B. Landscape Design Development

We will provide the following services:

Prepare one Design Development Plan based on the approved Preliminary Design, denoting the materials and the location of all major design elements. The Landscape Design will meet the City of Starkville's landscape ordinance & requirements.

Produce final Design Development Documentation sufficient for estimating, including at a minimum:

- Landscape Planting Plan: Indication of plant material by species, location, and size range, sufficient for preliminary estimates.
- Landscape Details: General indication of materials and methods of construction for landscape improvement.

IV. FINAL HARDSCAPE & LANDSCAPE PLANS

After your review and comments on the Design Development Plan, we will prepare the final construction documents and specifications. This final design will incorporate any changes you feel are necessary after review of the design development.

Construction documents will include the following:

1. **Site Layout Plan**
 - For use in locating signage in 8 locations, etc.
2. **Details and Specifications**
 - The design team will provide and coordinate construction details and specifications.
3. **Signage & Landscape Lighting**
 - Our plans will provide layout and specification of landscape and outdoor lighting for the signage.
4. **Starkville Mississippi Park System Wayfinding Standards Guide**
 - This Wayfinding Standards Guide provides detailed specifications for all signage in the Starkville Mississippi Park System, ensuring consistency and accessibility. It includes material specifications, dimensions, and design examples for essential signs related to access, parking, bathrooms, and other key amenities. The guide also outlines font usage and scale, prioritizing ADA compliance to enhance usability for all visitors. This resource is vital for planners, designers, and maintenance staff, helping to create a cohesive and inclusive navigational experience throughout the parks.

Final Planting & Details

We will prepare a final planting plan. The planting plan will show the location of all trees, shrubs, groundcovers, seasonal color bed locations and grass to be used. All plants will be properly spaced and labeled on the plan. A plant list showing sizes and root types will be provided for use in comparing and securing landscape contractor bids.

Planting details for proper installation will be provided.

Performance Irrigation Plan: Head Layout and details of irrigation. The system design will utilize high-efficiency rotary nozzles and drip lines and plan will reflect the head types.

V. CONSTRUCTION OBSERVATION

Forme Design Group & Red Deluxe will prepare all necessary bid forms and procurement forms as required for a single procurement package, incorporating changes or modifications as requested by the Owner.

The following services will be included:

a. Hardscape Bid Administration

We will meet with all the contractors to discuss the scope of services during a pre-bid meeting. Upon receipt of all bids, we will review and then discuss with you the bidding.

b. Hardscape Construction Observation

We will provide construction observation based on an approved construction period for the hardscape & landscape installation.

Other services provided in this phase include:

- Participating in pre-bid conferences.
- Preparing addenda to the Construction Documents.
- Distributing required sets of contract documents. Consider, analyze, compare, and make recommendations relative to alternatives or substitutions proposed by bidders either prior to or after receipt of bids or proposals.

Our work is based on the following items:

The Landscape Architect & Graphic Designer will represent the Client, as his agent, during the Construction of the Work.

The Construction Observation Phase will commence with the award of the Contract for Construction and will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, thirty (30) days after the Date of Substantial Completion of the Work, whichever comes first.

The Landscape Architect & Graphic Designer are representatives of the Client during the Construction Phase. Instructions to the Contractor will be forwarded through the Design Team.

The Landscape Architect does not carry the responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work: for the acts or omissions of the Contractor, his Subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

We will provide the following:

- a. Attend the Owner/ Contractor meetings if requested. Review progress or construction work for conformance of the Contract Documents as needed for the construction duration period of our specified work.
- b. Forme Design Group & Red Deluxe will visit the site at appropriate intervals to become generally familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. Based on on-site observations, the Design Team will keep you informed of the progress and quality of the Work and will endeavor to guard the Client against defects and deficiencies in the Work.
- c. Provide clarifications and coordination of documents in writing and/or sketches as requested by the Contractor.
- d. The Landscape Architect & Graphic Designer will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, for conformance with the design concept and conformance with the information given in the Contract Documents.
- e. Prepare Punch-list for consultant's scope of work and one (1) subsequent review that the work has been in conformance with the Contract Documents.

FEE SUMMARY

Item I: Site Analysis	\$3,000
Item II: Conceptual Design	\$5,500
Item III: Design Development	\$9,500
Items IV: Final Hardscape & Landscape Plans	\$10,500
Item V: Construction Observation	\$6,600
Item VI: Wayfinding Design Exploration	\$3,500
Item VII: Meeting & Travel	\$2,200
Item VIII: Printing	\$300

Total Contract Amount: **\$41,100**

ADDITIONAL SERVICES (if required)

Consist of professional services provided, if any, which are not described specifically above and as mutually agreed upon between the Client and the Landscape Architect. Examples of such services include, but are not limited to the following:

- A. Substantial increase in drawings or administration due to multiple contracts or multiple phases of work.
- B. Revising drawings or other documents previously approved to accomplish changes requested by the Client.
- C. Assisting the Client in arranging for the work to proceed should the hired Contractor default due to delinquency or insolvency.



- D. Providing administration of design documents for construction should the owner request Landscape Architect/Designer to oversee contractor.
- E. Preparing as-recorded drawings showing construction changes in work or final locations of equipment, mechanical or electrical service lines and outlets, based on data furnished by the Contractor.

Prior to proceeding with any additional services, a request for additional services shall be placed in writing prior to start of work. Any revisions requested to be made to the Final Plans and Documents after they have been approved and accepted, or services not covered in this proposal will be made at the following hourly rates:

Our hourly rates are as follows:

Landscape Architect:	\$180.00 per hour
Graphic Designer:	\$155.00 per hour
Administrative:	\$65.00 per hour

Chris, we are thoroughly excited about working with you on this project. Please do not hesitate to contact me with any questions or concerns you may have regarding this proposal. If the terms are acceptable, please sign the agreement and return it to us to proceed with the work.

Thank you for the opportunity,

Neil

Approved:_____

Date:_____

ARTICLE 1*Landscape Architectural Services***1.1 Standard of Care**

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services

Landscape Architectural Services to be provided under this Agreement are:

Conceptual Design - Plans in diagrammatic level that address the above-mentioned scope & incorporating the ideas into a review/submittal set.

Design Development - Plans that address the above-mentioned scope & incorporating the ideas into a review/submittal set.

Construction Documents – Final Plans and Construction Documents for final pricing and construction purposes.

Construction Observation - Observation and site visits to ensure landscape is installed according to the plans and wishes of the client.

1.3 Additional Services

Additional Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entail additional compensation beyond the Compensation stated above.

1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Project requirements. All changes must be communicated in writing. Compensation for Additional Services can be made at our hourly rate or, if the proposed changes are significant as deemed by the Landscape Architect, then the original fee can be renegotiated.

1.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services as expeditiously as is consistent with professional quality.

ARTICLE 2*Client's Responsibilities***2.1 Information**

The Client shall provide site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the client.

2.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the designer's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals or disapprovals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner, in writing, so as not to delay the performance of the Landscape Architectural Services.

2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

ARTICLE 3

Ownership of Documents

3.1 The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and costs owed to the Landscape Architect, the Landscape Architect grants the Client a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project.

3.2 The owner shall be deemed the owner of the Wayfinding Standards Guide.

3.3 Forme will be given proper credit and acknowledgements for all services rendered. Proper credit will be defined as being named by Client in project identification boards, published articles, promotional brochures, marketing photographs of work, social media or similar communications.

ARTICLE 4

Landscape Architect Compensation

4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be based on a percentage of construction as indicated above under "Fee Summary", plus Reimbursable Expenses as defined below. Additional Services, when requested in writing by the Client, shall entail additional compensation to be determined at the Forme hourly rate.

4.2 Reimbursable Expenses are expenditures for the Project made by the Landscape Architect, its employees, and consultants in the interest of the Project. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction, postage, services of professional consultants (which cannot be quantified at the time of contracting) and other, similar direct Project-related expenditures.

4.3 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed, or number of hours spent working on project, and shall include payments for (2) Additional Services performed, and (3) Reimbursable Expenses incurred.

4.4 Payments are due and payable immediately from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 4% interest per month. At the Landscape Architect's option, overdue payments after 90 days may be grounds for termination or suspension of services.

4.5 If through no fault of the Landscape Architect the Scope of Services to be provided under this Agreement has not been completed within 90 days of the initial notice to proceed, the compensation for services rendered after that time-period shall be equitably adjusted.

ARTICLE 5

Indemnification

5.1 Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

ARTICLE 6

Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.

6.2 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

ARTICLE 7

Suspension/Termination

7.1 This Agreement may be terminated by either party on 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

ARTICLE 8

Other Terms and Conditions

8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.2 Governing Law

The law in effect at the Landscape Architect's project location shall govern this Agreement.

8.3 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral. This agreement may be amended only in a writing signed by both the Client and the Landscape Architect.



ARTICLE 9

Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Owner nor Architect, or their respective officers, directors, partners, employees, contractors, subcontractors, subconsultants or agents, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Program or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party' may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and Architect shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Program.

Approved:_____

Date:_____



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 7 May 2024
PAGE: 1 of 5

SUBJECT: Consideration of the approval of a John Deere Gator TX Turf at the state contracted price of \$13,360.

AMOUNT & SOURCE OF FUNDING: 375-551-907-942 (Parks 1% and 2% Fund)

FISCAL NOTE: State Contract: MS Grounds Maintenance Equip 8200073314 (PG 4D CG 22)

They currently do not make parts to repair the Toro Workmen. The last repair we were told they would not fix it any longer.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherthy@sportsfacilities.com

SUGGESTED MOTION: Authorization to purchase.

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Bubba Jones

Beard Equipment Company
7526 Old Nashville Hwy
Murfreesboro, TN 37129

Tel: 864-419-8871

Email: bjones@beardequipment.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



Quote Id: 30823667

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Beard Equipment Company
7526 Old Nashville Hwy
Murfreesboro, TN 37129
864-419-8871
JohnDeereEmails@beardequipment.com

25 April 2024
405 LYNN LN
STARKVILLE, MS 39759

City of Starkville Parks and Rec
Joe Dan Baker
662-242-1967
jdbaker@sportsfacility.com

John Deere TX Turf Gator

Bubba Jones
864-419-8871
Beard Equipment Company



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
7526 Old Nashville Hwy
Murfreesboro, TN 37129
864-419-8871
JohnDeereEmails@beardequipment.com

Quote Summary

Prepared For:

CITY OF STARKVILLE PARKS AND RECREATIONS
405 LYNN LN
STARKVILLE, MS 39759

Delivering Dealer:

Beard Equipment Company
Bubba Jones
7526 Old Nashville Hwy
Murfreesboro, TN 37129
Phone: 864-419-8871
bjones@beardequipment.com

Quote ID: 30823667
Created On: 25 April 2024
Last Modified On: 25 April 2024
Expiration Date: 31 May 2024

Equipment Summary

JOHN DEERE GATOR™TX Turf
(Model Year 2024)

Selling Price	Qty	Extended
\$ 13,360.10 X	1 =	\$ 13,360.10

Contract: MS Grounds Maintenance Equip 8200073314 (PG 4D CG 22)

Price Effective Date: November 1, 2023

Equipment Total

\$ 13,360.10

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 13,360.10
Trade In	
SubTotal	\$ 13,360.10
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 13,360.10
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 13,360.10

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 30823667

Customer Name: CITY OF STARKVILLE PARKS AND RECREATIONS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
7526 Old Nashville Hwy
Murfreesboro, TN 37129
864-419-8871
JohnDeereEmails@beardequipment.com

JOHN DEERE GATOR™TX Turf (Model Year 2024)

Hours:

Stock Number:

Contract: MS Grounds Maintenance Equip 8200073314 (PG
4D CG 22)

Price Effective Date: November 1, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty
559TM	GATOR™TX Turf (Model Year 2024)	1

Standard Options - Per Unit

0202	United States	1
0505	Build to Order	1
1015	Turf Tires	1
2016	Non Adjustable Seat	1
3001	Deluxe Cargo Box with Paint and Reflectors	1
3100	Cargo Box Manual Lift	1
4099	Less Front Protection Package	1
4199	Less Rear Protection Package	1
	Motorcycle / ATV Trauma Care Fee	1

Dealer Attachments/Non-Contract/Open Market

BM23734	Cargo Box Power Lift	1
BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	1



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 7 May 2024
PAGE: 1 of 6

SUBJECT: Consideration of the approval to purchase 5 inflatable bounce houses from Jungle Jumps in the amount of \$9,653.

AMOUNT & SOURCE OF FUNDING: 375-551-907-942 (Parks 1% and 2% Fund)

Two Quotes Received: Jungle Jumps - \$9,653 and Unique Jumpers - \$9,900

FISCAL NOTE:

- Currently renting bounce houses annually for 4th July in the amount of \$1,100 - \$1,400.
- Will use for Fri, Sat, Sun monthly on a scheduled bounce house rental
 - \$5 entry fee per child
 - Estimated 200 kids per weekend @ \$5 per child = \$1000
 - Will take an estimated 10 weekend for full recovery of investment
- Estimated Start (based on delivery) October 2024

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION: Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherly@sportsfacilities.com

SUGGESTED MOTION: Authorization to purchase.



Quote

11176 Penrose St. #4
 Sun Valley, CA 91352
 818) 767-2500
 (800) 717-5867
 Fax: (818) 484-2727

Quote Number: 2863
 Quote Date: 04/29/2024

Customer information

Billing Address:		Shipping Address	
Company:	THE SPORTS FACILITIES COMPANIES	Company:	THE SPORTS FACILITIES COMPANIES
Name:	Doug Heflin	Name:	Doug Heflin
Address:		Address:	
City/ State/Zip		City/ State/Zip	
Contact #	Office: 662.323.2294 ext 3160 Cell: 662.251.5438	email	Doug Heflin <DHeflin@sportsfacilities.com>

Shipping method

Ground

Order information

Qty	Product Description	Amount Each	Amount
1	40Ft Obstacle Course		\$3500.00
1	Dolly		\$500.00
1	Package #2		\$5900.00
1	13x13 Sports Arena		
1	13x13 Balloons		
1	Multi-Color Mini combo 2		
1	Jungle Mini combo		
5	Patch Kit (vinyl & glue)		
5	Blowers		
24	Anchoring Spikes		
		Subtotal:	\$9,900.00
		Tax:	\$0.00
		Shipping:	\$ Not Included
		Grand Total:	\$ 9,900.00
		3.0 % convenience fee :	\$00.00

*** NOTICE – A 3.0 % Convenience FEE WILL BE ACCESSED FOR ALL CREDIT CARD TRANSACTION'S ***

Notes:

Do Not Rent Out Unit Until, It Has Arrived. Inspected And Accepted In Good Condition.



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Additional information:

TO PLACE YOUR ORDER PLEASE COMPLETE THIS ELECTRONIC FORM. UPON COMPLETING THE FORM
SAVE AND EMAIL THE FORM:customerservice@junglejumps.com
(mailto:customerservice@junglejumps.com). DO NOT USE YOUR BROWSER PRINT BUTTON TO
PRINT THIS FORM.

Save

Save & Print

Account Rep : Andre

Date : 04/29/24

Quote # : AK73352-B



The Leader In Manufacturing And Sales Of Commercial Grade Inflatables

Have Questions? Call Us
1-800-539-2516

Contact	Phone Number	Zip Code	State	Email address
Doug Heflin	662-323-2294	39759	MS	dheflin@sportsfacilities.com (mailto:dheflin@sportsfacilities.com)

Item #	Quantity	Size and Description	Price	Discount	Discounted Price
BH-1103-B	1	Multi Color Arch Castle 13 x 13 x 15	\$1,595	\$224	\$1,371
BH-1183-B	1	Castle Bounce House II 13 x 13 x 15	\$1,595	\$224	\$1,371
CO-1492-B	1	Blue & Red Combo with Pool 13 x 32 x 15	\$2,495	\$624	\$1,871
CO-1516-B	1	Colorful Combo with Pool 13 x 25 x 15	\$2,375	\$238	\$2,137
IN-1130-A	1	Challenge Course 3 10 x 39 x 13	\$3,695	\$739	\$2,956
XA-1091-A	1	700 lb Dolly	\$365	\$73	\$292
Z-Package-A	1	Additional Discount	\$0	\$75	\$-75
Z-Package-A	1	Package Discount (startup pack1)	\$0	\$1,281	\$-1,281
			Total Retail Price:		\$12,120
			Total Discount Applied:		\$3,478
			Subtotal:		\$8,642
Deposit Amount \$9,653	Special Note		Shipping:		\$1,011
	Ship date is generated based on current stock levels and manufacturing lead time for the products you have selected. Prior to ordering review the quote as it will display the most recent ship date. Pricing is valid for 10 days.		Tax:		
	Estimated ship date is 05/06/2024 (+/-3 days)		Total:		\$9,653.00

ACCESSORIES INCLUDED				
Blowers	Stakes	Patch Kits	Rental Contract	How to Manual
Included	Included	Included	Included	Included
Jungle Jumps Picture(s) of Units				

BH-1103-B



BH-1183-B



CO-1492-B



CO-1516-B



IN-1130-A



XA-1091-A





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 7 May 2024
PAGE: 1 of 5

SUBJECT: Consideration of the approval to purchase 3 trail directional signs from Mitchell Signs in the amount of \$4275.

AMOUNT & SOURCE OF FUNDING: 375-551-907-942 (Parks 1% and 2% Fund)

FISCAL NOTE:

- All Signs at Cornerstone have been created and installed by Mitchell Signs
- Signs require 50% upfront payment of \$2137.50

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherly@sportsfacilities.com

SUGGESTED MOTION: Authorization to purchase.

PROPOSAL
Proposal #: 33263

Proposal Date: 04/23/24
Customer #: 4504
Page: 1 of 4

SOLD TO:	JOB LOCATION:
TO FOLLOW STARKVILLE MS 39759	Cornerstone Park 226 Cornerstone Blvd Starkville MS 39759 REQUESTED BY: Brandon

Mitchell Signs, Inc. (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	QUOTE #56978 MFG/INSTALL (1) 26" X 18" S/F DIRECTIONAL SIGN WITH BLACK MOUNTING POST, FINIAL AND BASE TO INSTALL AT VARIOUS LOCATIONS.	\$1,425.00	\$4,275.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$4,275.00

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

***3% WILL BE ADDED TO ALL CREDIT CARD TRANSACTIONS**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

SALESPERSON: BETSY LUKE

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Any alteration from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate to be paid by the purchaser. In the event of a breach of contract by purchaser, MITCHELL SIGN COMPANY will be entitled to attorneys' fees in a court proceeding. All agreements are contingent upon strikes, accidents or delays beyond our control. Purchaser is responsible for fire, tornado and other necessary insurance upon above work. Workers compensation and public liability insurance on above work will be the responsibility of MITCHELL SIGN COMPANY.

TERMS AND CONDITIONS

1. This agreement is for specially ordered custom constructed equipment and when executed by Buyer or his Authorized Representative and Seller's Executive Officer is not subject to cancellation. Seller shall not be responsible for errors in plans, designs or drawings furnished by Buyer or for any defects caused thereby.

COMPANY INITIALS _____

CUSTOMER INITIALS _____

2. There will be no alteration or deviation from the specifications set forth in this Agreement unless by written revision order sent by Buyer to and accepted by Seller, and any additional costs associated therewith will become an extra charge over and above the contract price. The extra costs attributable to any revision order will be negotiated by Buyer and Seller prior to the transmittal of said revision order and any additional charges will be set forth in the revision order.
3. The Buyer agrees to secure all necessary governmental permits and/or all necessary permits from building owner and/or others whose permission is required for the installation of this sign and he assumes all liability with regard to same, and all liability public and otherwise for damages caused by the sign and by reason of it being on or attached to the premises. Buyer agrees to secure all necessary permission for use of all registered trademarks of copyrights used on the sign.
4. Sketches, copies, and all preparatory work created or furnished by Seller remain its exclusive property, and passes to Buyer only upon total performance of this agreement.
5. In the event of any discrepancy between this Agreement and sketch and/or plans, the specifications of this Agreement shall prevail.
6. INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK/WATER OR OTHER UNFORESEEABLE FOUNDATION CONDITIONS ARE ENCOUNTERED.
7. Location of private utilities is sole responsibility of the customer/property owner. Mitchell signs will not be held liable for damage to private utilities.
8. Buyer agrees to furnish all primary wiring to the display location of adequate capacity for connection and operation of the display.
9. If Seller shall be required to take any legal action to enforce the terms of this contract or to collect monies due to Seller pursuant to this agreement, Buyer agrees to reimburse Seller for all attorney fees, court costs and other costs reasonably incurred by Seller in protecting its rights under this agreement.
10. All applicable taxes payable under the laws of the State into which the property is to be constructed, delivered, or installed as mentioned herein shall be added to price quoted, unless such tax is paid directly by Buyer.
11. Seller will not be responsible for delays in shipments caused by delays created by suppliers or transportation services or by labor disputes or by acts of God or due to any circumstances beyond its control.
12. Title to all materials and property covered by the contract shall remain with seller, and shall not be deemed to pass to Buyer or to constitute a part of the realty to which it may be attached until the purchase price is paid in full. After delivery to customer, any damage as a result of fire or other causes after said delivery shall be assumed by buyer and will not affect the rights of Mitchell Signs to enforce of purchase price unpaid. Seller is given an express security interest in said material and property both erected and non-erected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. If the Display is erected on property not owned by Buyer, Buyer's lease or other evidence of right to erect the Display shall recognize and be subordinated by Seller's security interest in Display. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, Seller may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in the construction of said equipment and any and all property called for in this contract without being deemed guilty of trespass.
13. NO VERBAL AGREEMENTS HAVE BEEN MADE, AND IT IS EXPRESSLY UNDERSTOOD THAT THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE BUYER AND SELLER. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement.
14. This agreement may be modified, terminated, or Buyer, released from liability hereunder, only by written endorsement of Seller hereon.
15. Buyer agrees to pay Seller interest at the rate of 1 ½% per month on any balance 30 days past due.

WARRANTY STATEMENT

From Mitchell Signs to you -

This warranty is extended by Mitchell Signs to the original purchaser and applies to all standard and custom-built products purchased from Mitchell Signs.

What we will do -

Mitchell Signs warrants all sign structures, cabinets and faces to be free of defects in material and workmanship for one full year from date of installation. In the event of failure due to defects in material or workmanship, Mitchell Signs will replace or repair at no cost to purchaser.

Mitchell Signs warrants all ballasts, transformers and mechanical equipment for one year. In the event of failure of such in the first year of operation, Mitchell Signs will provide parts, material and/or labor for its repair.

Florescent, Metal halide, Mercury Vapor and High Pressure Sodium lamps will be warranted for 90 days from the date of installation. All neon lamps have one-year warranty. Mitchell Signs will also extend original manufacturers' warranty on all fabrics and vinyls used in sign faces and awning covers and other non-manufactured products.

What is not covered -

This warranty does not cover failure or damage due to misuse; alterations or service performed by any unauthorized agent, vandalism, act of God, and vehicular or other induced damage or be liable for any consequential damages. This warranty does not cover non-manufactured Mitchell Signs products, such as electronic message boards, LED units, scoreboards, and electronic menu boards; such equipment is covered by separate warranty by the original manufacturer. Any work on the sign by others will render this Warranty null and void.

How to obtain service -

Service will and must be provided by Mitchell Signs or an authorized service agent Mitchell Signs has coordinated with in your area. Please call 1.601.482.7471 and our Service Department will respond within 24 hours.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.



MITCHELL SIGNS

3200 Hwy. 45 North • Meridian, MS 39301
601-482-7471 • 1-800-467-7471 • Fax: 601-482-7474 • www.mitchellcompanies.com

DEPOSIT INVOICE

Invoice #: **DP33263**

Inv Date: 04/23/24

Customer #: 4504

Page: 4 of 4

SOLD TO:	JOB LOCATION:
TO FOLLOW STARKVILLE MS 39759	Cornerstone Park 226 Cornerstone Blvd Starkville MS 39759 REQUESTED BY: Brandon

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Brandon		BETSY LUKE	05/25/23	50.0% Due Upon Receipt	08/01/23

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	QUOTE #56978 MFG/INSTALL (1) 26" X 18" S/F DIRECTIONAL SIGN WITH BLACK MOUNTING POST, FINIAL AND BASE TO INSTALL AT VARIOUS LOCATIONS.	\$1,425.00	\$4,275.00
TOTAL PROPOSAL AMOUNT *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***			----- \$4,275.00
PLEASE PAY THIS DEPOSIT AMOUNT:			\$2,137.50



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 7 May 2024
PAGE: 1 of 6

SUBJECT: Consideration of the approval for the lowest quote from MCI to install 3 HVAC units and split rail fencing at Cornerstone Park in the amount of \$33,000.

AMOUNT & SOURCE OF FUNDING: 375-551-907-942 (Parks 1% and 2% Fund)

Quotes: MCI: quoted HVAC and Fence together - \$33,000.00
Precision: HVAC - \$20,250.00 + Fence - \$15,000.00 = \$ 35,250.00

FISCAL NOTE:

- 3 split unit installation, 1 at each quad for umpire room
- Split Rail Fencing is on site, just needs someone to install it between 2500-2700 linear feet.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherly@sportsfacilities.com

SUGGESTED MOTION: Authorization to purchase.



Mini Split and Fence Installation at Cornerstone Sports Complex Starkville, MS

Prepared For: Brandon Doherty

Bid Date:
4/30/2024

PREPARED BY:

Taylor Putt
(601) 562-5181
Project Manager

Tputt@MCI.CONSTRUCTION



MCI PROPOSAL AND CONTRACT CONDITIONS

Taylor Putt
MCI Construction LLC

To:
Brandon Doherty

Proposal

RE: Mini split and fence installation

Dear: Mr. Doherty

On behalf of MCI Construction LLC, allow me to thank you for inviting us to quote providing labor, material, equipment, and project management for the above project. Below is our proposed scope of work with pricing.

SCOPE OF WORK: Mini split Installation

- Mobilize on site
- Disconnect existing lighting
- Frame up and install ceiling board in room
- Re-install lighting
- Install (3) mini splits inside CMU rooms
- Hard wire electrical hook up for mini splits
- Install roughly 2,500 linear ft of split line fencing (Fencing materials already provided)
- Clean and demobilize from site

Total Cost of Job: **\$33,000.00**

Assumptions and Exclusions:

- MCI assumes job will be ran during normal business hours
- Payment terms are due upon Invoice
- All credit card purchases will have a 3.5% upcharge
- MCI excludes anything not listed in the above scope of work



MCI PROPOSAL AND CONTRACT CONDITIONS

Taylor Putt

Mississippi Commercial Industrial

Note – This proposal may be withdrawn by us if not accepted within 30 days.

Any alteration or deviation from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over the above estimate.

Acceptance of proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of acceptance: _____ Signature: _____

PRECISION
CONSTRUCTION GROUP

P.O. Box 1017
West Point, MS 39773
info@precisionpoolsandconstruction.com

Estimate

ADDRESS

Starkville City - Park & Rec
39759

ESTIMATE # 1019

DATE 04/29/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Remodel	HVAC & Electrical	3	4,750.00	14,250.00T
	Remodel	Ceiling Installation	3	2,000.00	6,000.00T
SUBTOTAL					20,250.00
TAX					1,417.50
TOTAL					\$21,667.50

Accepted By

Accepted Date

PRECISION
CONSTRUCTION GROUP

P.O. Box 1017
West Point, MS 39773
info@precisionpoolsandconstruction.com

Estimate

ADDRESS

Cornerstone Park
39759

ESTIMATE # 1020

DATE 04/30/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Fence Installation Labor	1	15,000.00	15,000.00T
SUBTOTAL					15,000.00
TAX					1,050.00
TOTAL					\$16,050.00

Accepted By

Accepted Date



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 7 May 2024
PAGE: 1 of 9

SUBJECT: Consideration to approve the purchase of 1 Field Turf Logo from Field Turf in the amount of \$9151.

AMOUNT & SOURCE OF FUNDING: 375-551-907-942 (Parks 1% and 2% Fund)

FISCAL NOTE:

- Board approved the Price of \$8281 for “Eat with Us” Logo in September 2023
- March 2024 – the price increased \$870 dollars additional size of logo and second mobilization due to weather

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherly@sportsfacilities.com

SUGGESTED MOTION: Authorization to purchase.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 5 September 2023
PAGE: 1 of 4

SUBJECT: Discussion and Consideration for the sole source purchase for 3 sets Field Turf Logos for Cornerstone Park in the amount of \$28,392.

AMOUNT & SOURCE OF FUNDING:

Fund 375 – 1% / 2% - 375-551-907-943 Capital Purchases

FISCAL NOTE:

Coke Logo (2)
CVB Logo (2)
Eat with us Logo (2)

AUTHORIZATION HISTORY:

Cornerstone Ball Fields has FieldTurf Product installed on all 12 fields including Turf Field at Sportsplex, to maintain the factory warrant, maintenance requirements and field esthetics FieldTurf. Using a differ material will not color match and have the same consistent playable surface as the FieldTurf around the logo. 13 September 22, the Logos were purchased and approved as Sole Source.

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION: Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherly@sportsfacilities.com

SUGGESTED MOTION: Authorization to purchase.

August 29, 2023

Starkville Park & Recreation/Cornerstone Complex
Attn: Brandon F. Doherty
General Manager
405 Lynn Lane
Starkville, MS 39759
(315)222-6745
bdoherty@sportsfacilities.com

Cornerstone BB Complex 'Coca-Cola' Logo Quote

One (1) mobilization to install two (2) logos. Each logo measuring 8' x 10'9 1/2" with a maximum of three (3) colors each. FieldTurf estimate includes labor and materials needed to perform the scope of work as further outlined below for the lump sum amount of **\$11,830.00**.

Scope of Work (based on 1 mobilization):

- Labor and *(1) mobilization only
- Install (2) Logos of same size/same advertiser
- Re-groom infill
- Site clean-up

****Note that, if additional work is required than the above mentioned, we will need to re-quote****

This offer does not include base preparation unless listed in the scope of work above; repair to any additional damage to the field as a result of acts of vandalism and or neglect; any major repairs or necessary maintenance as a result of damage due to abnormal wear and tear, abuse, vandalism or neglect are subject to additional cost.

Pricing is valid for 30 days from the date of this proposal and includes labor, mobilization, turf and other consumable installation materials.

Pricing does not include applicable taxes, Bonds, Buy Board Fees or Warranty.

To move forward with scheduling this work, please provide a purchase order as acceptance of the scope of work and proposal amount. The PO should be sent directly to Carole Martin via email:
carole.martin@fieldturf.com

In addition, please sign and date this proposal and return to Carole Martin.

Customer Approval Signature

Date

Sincerely,

Carole Martin
Customer Service Coordinator
514.375.2596
carole.martin@fieldturf.com

August 29, 2023

Starkville Park & Recreation/Cornerstone Complex
Attn: Brandon F. Doherty
General Manager
405 Lynn Lane
Starkville, MS 39759
(315)222-6745
bdoherty@sportsfacilities.com

Cornerstone BB Complex Field 8 – ‘Eat With Us’ Logo Quote (Re-Do)

One (1) mobilization to remove and install two (2) logos on Quad B – Field 8. Each logo measuring 8' x 10'9 ½" with a maximum of three (3) colors each. FieldTurf estimate includes labor and materials needed to perform the scope of work as further outlined below for the discounted lump sum amount of **\$8,281.00**.

Scope of Work (based on 1 mobilization):

- Labor and *(1) mobilization only
- Remove (2) Logos of same size/same advertiser
- Install (2) Logos of same size/same advertiser
- Re-groom infill
- Site clean-up

****Note that, if additional work is required than the above mentioned, we will need to re-quote****

This offer does not include base preparation unless listed in the scope of work above; repair to any additional damage to the field as a result of acts of vandalism and or neglect; any major repairs or necessary maintenance as a result of damage due to abnormal wear and tear, abuse, vandalism or neglect are subject to additional cost.

Pricing is valid for 30 days from the date of this proposal and includes labor, mobilization, turf and other consumable installation materials.

Pricing does not include applicable taxes, Bonds, Buy Board Fees or Warranty.

To move forward with scheduling this work, please provide a purchase order as acceptance of the scope of work and proposal amount. The PO should be sent directly to Carole Martin via email:

carole.martin@fieldturf.com

In addition, please sign and date this proposal and return to Carole Martin.

Customer Approval Signature

Date

Sincerely,

Carole Martin
Customer Service Coordinator
514.375.2596
carole.martin@fieldturf.com

August 29, 2023

Starkville Park & Recreation/Cornerstone Complex
Attn: Brandon F. Doherty
General Manager
405 Lynn Lane
Starkville, MS 39759
(315)222-6745
bdoherly@sportsfacilities.com

Cornerstone BB Complex Field 9 – ‘Historic Starkville’ Logo Quote (Re-Do)

One (1) mobilization to remove and install two (2) logos on Quad C – Field 9. Each logo measuring 7’6” x 14’5” with a maximum of three (3) colors each. FieldTurf estimate includes labor and materials needed to perform the scope of work as further outlined below for the discounted lump sum amount of **\$8,281.00**.

Scope of Work (based on 1 mobilization):

- Labor and *(1) mobilization only
- Remove (2) Logos of same size/same advertiser
- Install (2) Logos of same size/same advertiser
- Re-groom infill
- Site clean-up

****Note that, if additional work is required than the above mentioned, we will need to re-quote****

This offer does not include base preparation unless listed in the scope of work above; repair to any additional damage to the field as a result of acts of vandalism and or neglect; any major repairs or necessary maintenance as a result of damage due to abnormal wear and tear, abuse, vandalism or neglect are subject to additional cost.

Pricing is valid for 30 days from the date of this proposal and includes labor, mobilization, turf and other consumable installation materials.

Pricing does not include applicable taxes, Bonds, Buy Board Fees or Warranty.

To move forward with scheduling this work, please provide a purchase order as acceptance of the scope of work and proposal amount. The PO should be sent directly to Carole Martin via email:

carole.martin@fieldturf.com

In addition, please sign and date this proposal and return to Carole Martin.

Customer Approval Signature

Date

Sincerely,

Carole Martin
Customer Service Coordinator
514.375.2596
carole.martin@fieldturf.com



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: May 7, 2024
PAGE: 1 of**

SUBJECT:

Request approval to purchase from Pileum Corporation a 180 camera fususCORE Elite Ai with 44 TB storage and onboard AI at a cost of \$5,000.00 plus shipping and handling, per the attached quote. This Core is a sole source vendor and compatible with the existing Fusus system. Due to a maxed-out capacity, integration of any additional cameras into the SPD Real Time Intelligence Center's current camera system is not possible.

AMOUNT & SOURCE OF FUNDING:

Line Item # 001-201-918-801 ----- \$5,000.00

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

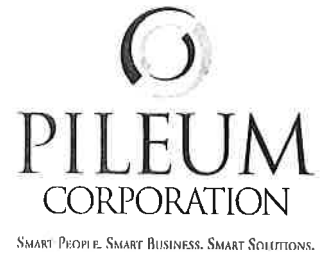
FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval to purchase from Pileum Corporation a 180 camera fususCORE Elite Ai with 44 TB storage and onboard AI at a cost of \$5,000.00 plus shipping and handling, per the attached quote. This Core is a sole source vendor and compatible with the existing Fusus system. Due to a maxed-out capacity, integration of any additional cameras into the SPD Real Time Intelligence Center's current camera system is not possible.



We have prepared a quote for you

SPD - FUSUS Core Elite AI - 2024-4-23

Quote # 063294

Version 1

Prepared for:

Starkville Police Dept

Lee Upchurch

l.upchurch@cityofstarkville.org

190 East Capitol St., Suite 175
Jackson, MS 39201
www.pileum.com
1 (888) 974-5386



Fusus Hardware

Item	Description	Price	Qty	Ext. Price
FUS-H-CORE-ELAI	fususCORE Elite Ai with 44TB storage and onboard AI	\$5,000.00	1	\$5,000.00
Subtotal:				\$5,000.00

190 East Capitol St., Suite 175
Jackson, MS 39201
www.pileum.com
1 (888) 974-5386



SPD - FUSUS Core Elite AI - 2024-4-23

Prepared by:

Pileum Corporation

Elizabeth Frazier

601-863-0275

Fax 601-510-9718

elizabethfrazier@pileum.com

Prepared for:

Starkville Police Dept

101 E. Lampton

Starkville, MS 39759

Lee Upchurch

l.upchurch@cityofstarkville.org

(662) 323-4131

Quote Information:

Quote #: 063294

Version: 1

Delivery Date: 04/23/2024

Expiration Date: 05/23/2024

Quote Summary

Description	Amount
Fusus Hardware	\$5,000.00

Total: **\$5,000.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date



**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: May 7, 2024
PAGE: Page 1 of 11

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 102 Yellow Jacket Dr., Starkville, MS 39759, with the parcel number 102H-00-049.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by:

Mary T. Gaines: 5045 Robinson Rd Starkville, MS 39759

Joe E. Gaines: 603 Russell St Starkville, MS 39759

1. An initial inspection was performed on April 17, 2024, at approximately 1409 Hrs., by Code Enforcement Officer Gabriel Steenwyk. Photographs were taken of the property from the public road way. A case was created under dilapidated structures and property maintenance.
2. A second inspection, performed on April 18, 2024, at approximately 1027 hrs., by Code Enforcement Officer Gabriel Steenwyk. Photographs were taken of the property from the public road way. The property was still in violation with no apparent change.
3. City of Starkville Building Official, Stein McMullen, reviewed Officer Gabriel Steenwyk's request on April 18, 2024, at approximately 1426 hrs., and deemed the structure at 102 Yellow Jacket Dr. Starkville, MS 39759 is dilapidated.
4. A violation notice was created by Officer Gabriel Steenwyk on April 19, 2024, at approximately 1046 hrs., and mailed to the property owner on April 22, 2024.

This property has been deemed dilapidated due to being subject to the upkeep of the property being neglected and natural deterioration over time.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Gabriel Steenwyk at 662-323-4847

SUGGESTED MOTION:

Move approval of initiating a public hearing, under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 102 Yellow Jacket., Starkville, MS 39759, with the parcel number 102H-00-049.00, is a menace to the public health, safety, and welfare of the community.

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

102 Yellow Jacket Dr, Starkville, MS 39759, with the parcel number 102H-00-049.00, Property Link

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 4/30/2024

Tax Year 2023
Records Last Updated 4/29/2024

PROPERTY DETAIL		
OWNER	GAINES MARY T	ACRES : **NA**
	5045 ROBINSON RD	LAND VALUE : 12000
		IMPROVEMENTS : 8830
	STARKVILLE MS 39759	TOTAL VALUE: 20830
		ASSESSED : 3125

PARCEL 102H-00-049.00

ADDRESS 102 YELLOWJACKET

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	172.25	172.25	0.00
CITY	100.00	100.00	0.00
SCHOOL	206.19	206.19	0.00
TOTAL	478.44	478.44	0.00

LAST PAYMENT DATE 1 / 18 / 2024

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL LOT 24-GG WELLBOURN SUB	
HOMESTEAD CODE	None	849/330
TAX DISTRICT	4110	MAP 102H DB PG 730 683 738/177
PPIN	006442	
SECTION	03	
TOWNSHIP	18N	
RANGE	14E	

Book Page

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

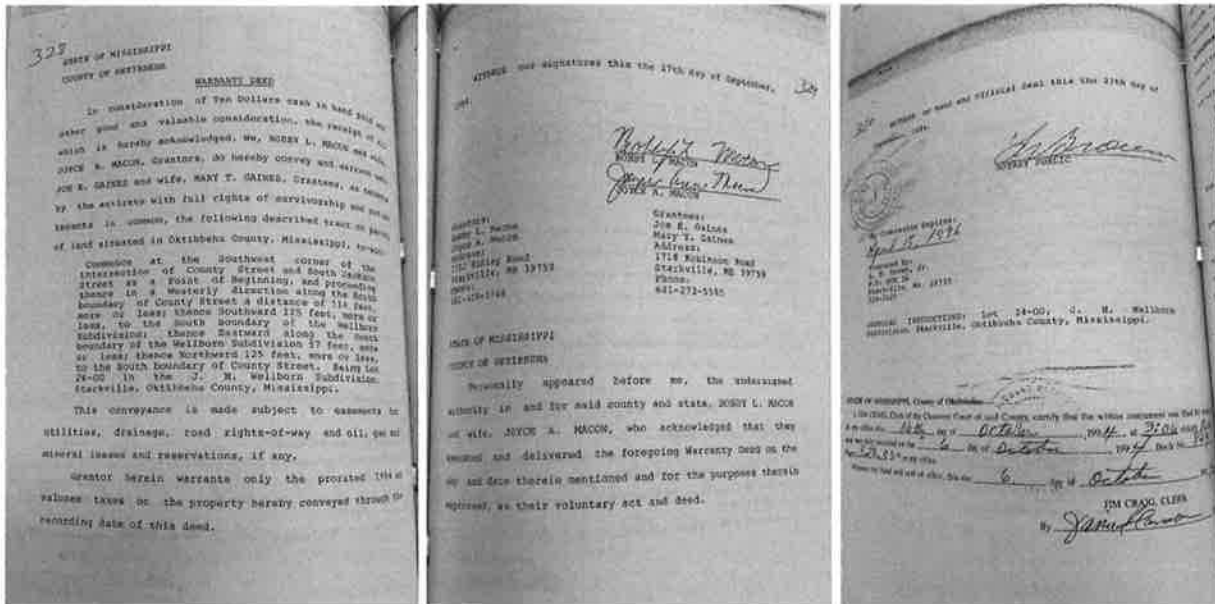
[Back](#)

[Log In HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)

[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

102 Yellow Jacket Dr, Starkville, MS 39759, with the parcel number 102H-00-049.00, Oktibbeha Deed from the county records Pages 328-330 of book number



The photographs below were taken from the public view at the city road by Officer Gabriel Steenwyk at the first inspection on April 17, 2024, at approximately 1409 hrs.

(CALL CARD)

STARKVILLE POLICE DEPT Calls For Service

from 04/17/2024
thru 04/19/2024 10:48

Call # 24-013024
Date/Time 04/17/2024 14:05:01
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher STEENWYK, G
Disposition REPORT
Zone

Location Address
102 YELLOW JACKET

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	14:05:01	14:05:01	14:12:05		

Notes

4/17/2024 2:05:44 PM	STEENWYK, G	CASE STARTED 24-000199
4/17/2024 2:05:51 PM	STEENWYK, G	PHOTOS TAKEN
4/17/2024 2:08:53 PM	STEENWYK, G	LETTER WILL BE SENT TO PROPERTY OWNER
4/17/2024 2:07:09 PM	STEENWYK, G	PHOTOS WERE TAKEN FROM ROW
4/17/2024 2:11:55 PM	STEENWYK, G	BUILDING OFFICIAL WILL BE CONTACTED FOR OFFICIAL APPROVAL OF MS CODE 21-19-11

(NORTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



Certified letter of notice of violation were sent to the property owners on April 22, 2024.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Mary T Gaines
5045 Robinson Rd
Starkville MS 39759

2. Article Number (Transfer from service label)
9589 0710 5270 1293 7359 42

3. Service Type
☐ Adult Signature
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
Total Postage and Fees \$

Sent To **Mary T Gaines**
Street and Apt. No., or PO Box No. **5045 Robinson Rd**
City, State, ZIP+4® **Starkville MS 39759**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Starkville Police Department
Code Enforcement
91 E Lampkin St
Starkville MS 39759

CERTIFIED MAIL

9589 0710 5270 1293 7359 42

Mary T Gaines
5045 Robinson Rd
STARKVILLE, MS 39759



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
- Complete items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
1. Article Addressed to: Joe E Gaines 603 Russell St Starkville, MS 39759 2. Article Number (Transfer from service label) 9589 0710 5270 1293 7359 35	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail[®] ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail[®] ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express[®] ☐ Registered Mail[™] ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation[™] ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-01-000-9043 Domestic Return Receipt

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$

Sent To **Joe E Gaines**
Street and Apt. No., or PO Box No. **603 Russell St**
City, State, ZIP+4[®] **Starkville MS 39759**

PS Form 3800, January 2023 PSN 7530-01-000-9047 See Reverse for Instructions

CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$

Sent To **Joe E Gaines**
Street and Apt. No., or PO Box No. **603 Russell St**
City, State, ZIP+4[®] **Starkville MS 39759**

PS Form 3800, January 2023 PSN 7530-01-000-9047 See Reverse for Instructions

Violation Notice issued pages 1-4, April 19,2024 and Mailed April 22, 24.

STARKVILLE

City of Starkville, MS
101 E Lumbard St
Starkville, MS 39758
Phone: (662) 323-4847

FIRST NOTICE OF VIOLATION

Alex Gaines
5045 Robinson Rd
Starkville, MS 39759

Case No. 24-000199
Issued: April 19, 2024

VIOLATION LOCATION

102 Vainojahat
Starkville, MS 39759

LEGAL DESCRIPTION

Lot 24-gg Vainojahat Sub

An inspection of the above referenced property was made on April 17, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.

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

If you do not bring this property into compliance, then the city will issue a citation and pay all the nuisance and the costs against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 769-4416.

Issued By

Gabriel Stearns, Code Enforcement Officer

RECIPIENTS: Alex Gaines, Mary E. Gaines

STARKVILLE

City of Starkville, MS
Phone: (662) 323-4847

Violations Listing

Dilapidated Structures g/c/g Starkville (24-19-11)
Reported By: Starkville Stearns on April 15, 2024 at 7:23 AM
Property re-prioritized for future inspection to protect health, safety and welfare

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



STARKVILLE

City of Starkville, MS
Phone: (662) 323-4847

STARKVILLE

City of Starkville, MS
Phone: (662) 323-4847



STARKVILLE

City of Starkville, MS
Phone: (662) 323-4847

STARKVILLE

City of Starkville, MS
Phone: (662) 323-4847

STARKVILLE

City of Starkville, MS
Phone: (662) 323-4847

9



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

FIRST NOTICE OF VIOLATION

Mary T. Gaines
5045 Robinson Rd
Starkville, MS 39759

Case No. 24-000139
Issued: April 19, 2024

VIOLATION LOCATION
102 Yellowjacket,
Starkville, MS 39759

LEGAL DESCRIPTION
Lot 24-gg Wellbourn Sub

An inspection of the above referenced property was made on April 17, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.

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

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

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 789-4416.

Issued By:

Gabriel Steenwyk, Code Enforcement Officer

RECIPIENTS: Joe Gaines, Mary T. Gaines

STARKVILLE City of Starkville, MS

Phone: (662) 323-4847



Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Gabriel Steenwyk on Apr 17, 2024 at 1:28 PM

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

CORRECTION

DESCRIPTION

Remove Dilapidated Structure
(REQUIRED)

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



Page 1/4

Page 2/4

APPROVAL 24-000139, 24192024 at 10:40 AM

APPROVAL 24-000139, 24192024 at 10:40 AM

STARKVILLE City of Starkville, MS

Phone: (662) 323-4847



STARKVILLE City of Starkville, MS

Phone: (662) 323-4847



Page 3/4

Page 4/4

APPROVAL 24-000139, 24192024 at 10:40 AM

APPROVAL 24-000139, 24192024 at 10:40 AM

On April 30, 2024 certified mail that was sent to one of the listed owners Mr. Joe E. Gaines was returned to sender with ATTEMPTED-NOT KNOWN-UNABLE TO FORWARD.





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

AGENDA DATE: May 7, 2024
PAGE: 1

SUBJECT: Consideration of approval of Change Order #1 from Osmose for the Wood Pole Maintenance and Inspection Services to add additional items to the contract.

AMOUNT & SOURCE OF FUNDING: 2023-2024 Capital Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

Osmose was selected to perform the wood pole maintenance and inspection services and we have entered into a contract to provide those services. During the preconstruction conference, it was determined that two additional items would be helpful as we not only provide inspection of poles for structural integrity but also inventorying all components attached to each pole. This additional work includes tagging poles as well as determining the existing status of all streetlights in the City.
This information will be updated in the Electric system GIS map.

SUGGESTED MOTION:

Move for approval of Change Order #1 from Osmose for the Wood Pole Maintenance and Inspection Services to add additional items to the contract.

April 18, 2024

Ms. Lesa Hardin
City Clerk
City of Starkville
200 North Lafayette Street
Starkville, MS 39760

**RE: CHANGE ORDER FOR PROJECT NO. 101E6001
WOOD POLE MAINTENANCE AND INSPECTION SERVICES – 2024**

Dear Ms. Hardin:

Osmose is submitting the attached change order for your approval and acceptance. This pertains to the inspection and treatment of approximately 6,897 distribution poles in 2024.

We have included Exhibit A, as this is an integral part of this proposal that outlines the technical specifications we are proposing. Any contract or agreement that results from this proposal shall include Exhibit A, whether or not it is specifically referenced in the contract and should be referenced in any Purchase Order issued for work specified under this contract.

We look forward to working with you on this important project. If this change order is acceptable, *please sign and return the attached Acceptance of Proposal* so we can schedule crews to begin this project.

If you need further assistance or have any questions concerning this change order, please do not hesitate to contact Chris Smith at (318) 245-5172.

Sincerely,



Francesco Zimbardi
VP-Contracts & Project Management

Attachment
FZ/hm

C: File
1041629

Price Schedule 1

Effective 04/18/2024 – 12/31/2024

Line	Item	Price
1	VISUAL	\$ 7.44
2	SOUND AND BORE	\$ 8.39
3	PARTIAL EXCAVATE	\$ 30.60
4	EXTERNAL TREAT MP500	\$ 46.78
5	EXTERNAL TREAT CUBOR	\$ 46.78
6	INTERNAL TREAT	\$ 22.30
7	EXCAVATED REJECT	\$ 43.08
8	OSMOFUME - PER HOLE	\$ 11.14
9	MITC-FUME PER TUBE	\$ 11.14
10	PRIVATE PROPERTY	\$ 14.98
11	INSTALL POLE TAG - CUSTOMER	\$ 8.16
12	INSTALL GUY MARKER-CUSTOMER	\$ 7.14
13	RISERS	\$ 15.02
14	GPS READING 1-10 METER	\$ N/C
15	OSMOSE O360 ONLINE DATA	\$ N/C
16	TRANSMISSION ADDER	\$ 40.80
17	CLEAR BRUSH AROUND POLE	\$ 9.92
ADDITIONAL ITEMS		
18	TAG REMOVE/REPLACE	\$ 6.42
19	STREETLIGHT AUDIT	\$ 2.00

Pricing Notes

Taxes: Any applicable taxes will be applied to invoices as additional charge to billable items listed above. This includes but may not be limited to the Mississippi Contractor's Tax. Taxes will be listed as a separate line item on each invoice.

Private Property: The Private Property rate will be applied when a crew attempts to access a pole that cannot be reached due to homeowner/business access restrictions or limitations.

GPS Data: The GPS data (per structure) item includes a GPS point with an accuracy level of one to ten meters (1-10 meters). One attempt will be made to collect the GPS point. If requested however, Osmose field technicians can return to any pole location, for an hourly rate, to recollect data.

Clear Brush: This line item is used for accessing the structure for inspection purposes only. This does not constitute as clearing wildfire fuel and is not intended to replace or complement the structure owner's vegetation management program, which remains the responsibility of the owner.

Market Based Adjustment: If during the term of this proposal unforeseen economic conditions (including but not limited to, fuel and raw material price increases, energy, government or regulatory charges, pandemic, etc.) change Osmose's cost of providing products and or services to Customer, Osmose may increase its rates and charges or impose applicable surcharges to cover such increased costs, provided Osmose presents satisfactory documentation of such increases.

Invoicing: Osmose will furnish Customer with a detailed invoice of the number of billable items and amount due on a bi-weekly basis. Payment is due in accordance with the contracted payment terms. If Customer disputes any invoice item, Customer will give Osmose written notice of such disputed item within five (5) days from receipt of the invoice and shall pay Osmose the undisputed portion of the invoice when due.



Resilient Grids. Strong Networks. Safe Energy.

ACCEPTANCE OF PROPOSAL

To accept the attached change order as written and authorize the work to be performed, please fill out, sign, and return this page via email to OsmoseContracts@Osmose.com. This price proposal is valid for 90 calendar days from the date of the change order.

SIGNATURES

We hereby accept the attached change order as written and authorize Osmose Utilities Services, Inc. to perform the work. Osmose will perform the work in accordance with the terms and conditions under your Agreement dated January 3, 2024.

AUTHORIZED SIGNATURE	
PRINTED NAME	
DATE	
COMPANY NAME	CITY OF STARKVILLE

OSMOSE CONTACT

If you have any questions or would like to discuss this proposal in more detail, please contact:

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PROJECT DESCRIPTION	CHANGE ORDER FOR PROJECT NO. 101E6001 - WOOD POLE MAINTENANCE AND INSPECTION SERVICES - 2024

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

Table of Contents

1.0 General	4.0 Evaluation
1.1 Scope	4.1 Determining Remaining Groundline Strength or Minimum Groundline Circumference
1.2 Contract Definitions	4.2 Previously Restored Poles
1.3 CONTRACTOR Requirements	4.3 Determining Reinforceable Candidates
1.4 Personnel Qualifications	
1.5 Workmanship and Damages	
1.6 Quality Control	
1.7 Definitions for Inspection and Treatment	5.0 Treatment
1.8 Copper Naphthenate and Cellon Treated poles	5.1 General
	5.2 External Groundline Treatment
	5.3 Fumigant Treatment
	5.4 Internal Treatment
2.0 General Precautions and Requirements for Preservative Applications	
2.1 General Restrictions and Requirements	6.0 Restoration of Work Site
2.2 Pesticide Licensing and Reporting Requirements	6.1 Back-Filling
2.3 Material Handling	6.2 Clean-Up
2.4 Proper Equipment	7.0 Pole Marking (Tagging)
2.5 Pesticide Training	8.0 Data Collection and Deliverable
	8.1 Data Requirements
3.0 Inspection	8.2 Data Specifications
3.1 Preparation	8.3 Data Delivery
3.2 Above-Ground Inspection	8.4 Data Archiving
3.3 Partial Excavation	
3.4 Full Excavation	9.0 CONTRACTOR Information
3.5 Sounding	9.1 CONTRACTOR's Policies
3.6 Boring	9.2 Work Schedule
3.7 Chipping	
	10.0 Invoicing

DRAWING 1 STANDARD AND SHELL BORING

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

1.0 General

1.1 Scope: This specification is intended as a basis for the inspection of wood poles. Poles less than 10 years old will only be visually inspected and reported if the visual inspection warrants no further action. Poles 50 years old and/or older will be considered rejects and tagged as such. All other poles are to be inspected both above and below the groundline area.

1.2 Contract Definitions

1. OWNER: Starkville Utilities
 2. CONTRACTOR: Osmose Utilities Services, Inc.
- 1.3 CONTRACTOR Requirements: CONTRACTOR shall furnish all supervision, labor, tools, equipment, report forms, field adaptable handheld data collection devices, transportation, and material necessary for the inspection and treatment of OWNER's poles as identified. OWNER will furnish copies of this specification and necessary maps showing locations of poles which are the subjects for inspection and/or treatment. OWNER shall provide CONTRACTOR the legal right to access the work site.

CONTRACTOR is required to have a minimum of 10 years in the in-service pole inspection and treatment business. CONTRACTOR must have documented programs/policies conforming to the Environmental Protection Agency ("EPA"), the Occupational Safety and Health Administration ("OSHA"), the Department of Transportation ("DOT"), along with all federal and state pesticide regulations. These policies must include a safety manual, pesticide training manual and test, standards for safe storage of preservatives on vehicles, operating policies for CONTRACTOR's personnel to handle preservatives and procedures for disposing of empty containers used for pole treatment in compliance with label requirements, and OSHA regulations involving Personal Protective Equipment ("PPE").

CONTRACTOR shall maintain throughout the term of the applicable agreement, in full force and effect, in amounts reasonably satisfactory to OWNER and otherwise in compliance with applicable law, the following insurance coverages: Workers' Compensation, Commercial General Liability (including Public Liability, Personal Injury, Property Damage, and Contractual Liability) and Automobile Liability. Prior to the commencement of the work, CONTRACTOR shall furnish OWNER with a certificate evidencing said coverages.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

1.4 Personnel Qualifications:

1.4.1 Foremen Qualifications: Each Foreman shall have:

- A minimum of eight weeks formal training in the art of inspecting and treating poles and/or
 - A minimum of six months experience as a pole inspector
 - Passed a written or demonstration test to the satisfaction of CONTRACTOR
 - Passed a CONTRACTOR-approved pesticide training program, qualifying the Foreman having the expertise and training to handle wood preservatives
 - Met the applicable state requirements for a commercial applicator
- OWNER reserves the right to ask for evidence of previous experience and training in the form of letters of reference and test results. Personnel are subject to approval by OWNER.

1.4.2 Supervisor Qualifications: The Supervisor shall:

- Have a valid state pesticide applicator's license in the appropriate category for treatment of wood poles
- Hold the position of CONTRACTOR's Supervisor in the state in which the work is to be performed
- Have sufficient field experience in the art of inspecting and treating poles

1.4.3 Manager Qualifications: The Manager shall:

- Have a valid state pesticide applicator's license in the appropriate category for treatment of wood poles
- Hold the position of CONTRACTOR's Manager in the state in which the work is to be performed
- Have sufficient field experience in the art of inspecting poles

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

- 1.5 **Workmanship and Damages:** All work shall be performed in a workmanlike manner and shall be in accordance with this specification and all applicable federal and state regulations. OWNER considers work not in accordance with this specification or work not in accordance with state and federal regulations, or unskilled or careless work, to be sufficient reason to order CONTRACTOR to stop work. Work will not be allowed to resume until deficiencies are corrected to the reasonable satisfaction of OWNER. Further, OWNER reserves the right to require CONTRACTOR to replace any worker before work is allowed to continue. If not satisfied, OWNER will consider this to be just cause for termination of the contract.

Any damages, real or personal, off the right of way arising solely from the negligent performance of the work specified herein, or any damages on the right of way arising solely as a result of negligent operations, shall be settled promptly by CONTRACTOR.

OWNER recognizes that linemen must inspect all poles to their satisfaction prior to climbing, whether or not such poles have been inspected by a third-party contractor. An inspection and/or treatment tag on a pole is not a guarantee the pole is safe to climb. OWNER should inform linemen that the inspection tag only means the pole was inspected in the stated year in accordance with the contract specifications. An inspection tag is neither an expressed nor implied warranty that the pole meets the National Electric Safety Code ("NESC"), the General Order No. 95 ("GO 95"), nor any other applicable standard. Linemen must also practice all other safety procedures when climbing poles and changing out or adding equipment or lines or cutting lines, all of which may create an unbalanced load. An unbalanced load may cause sound poles to fail.

1.6 **Quality Control**

- 1.6.1 **Quality Control Inspection:** A Quality Control ("QC") inspection shall be performed for each Foreman's work at least once every four weeks on work completed since the previous QC inspection. The QC inspection will be conducted with CONTRACTOR's Supervisor or Manager, and at OWNER's option, with OWNER's representative when available. The QC inspection shall consist of the partial to complete re inspection of those poles selected by the CONTRACTOR's Supervisor or Manager, or by the OWNER's representative, to compare the results shown in the pole inspection records with those existing in the field.

The re-inspection shall include, but not be limited to, the re excavation, re treatment, and re wrapping of those poles that were inspected below groundline. CONTRACTOR's cost of said re treatments shall be borne by CONTRACTOR. At least three poles will be selected for each QC inspection. OWNER shall be issued a copy of the QC results within a reasonable amount of time upon request to CONTRACTOR.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

- 1.6.2 **Discrepancies and Corrective Action:** Any serious errors will be brought to the attention of CONTRACTOR. Corrective action, reasonably satisfactory to OWNER, must be taken by CONTRACTOR to remedy the situation before the next QC check. The corrective action may include, but not be limited to, reworking each pole back to the previous QC check point at no cost to OWNER.
- 1.7 **Definitions for Inspection and Treatment:** Pole inspection and treatment categories are defined as follows:

- 1.7.1 **Reported Pole (Visual Inspection):** A reported pole is a pole less than 10 years old about which OWNER desires information, including poles the CONTRACTOR identifies as not present in the field, or any pole that is judged to be unserviceable prior to excavation (as specified in Section 3.2), or any pole which is determined by CONTRACTOR, in CONTRACTOR's reasonable opinion, to be inaccessible (temporarily inaccessible, customer refusal or permanently inaccessible). The specific reason the pole is recorded as Reported Pole will be noted in the pole record. Poles less than 10 years old may be subjected to further evaluation at CONTRACTOR's discretion. Copper naphthenate and Cellon treated poles shall be partial excavate inspected according to Section 3.3 regardless of age.

This inspection method provides no indication of groundline wood strength except for the possible notation of pole class. If used alone, this inspection provides little information to help OWNER improve its pole plant. This inspection method will miss most priority and reject poles.

- 1.7.2 **Sounding and Boring:** Poles shall be sounded with a hammer from either groundline or above groundline as applicable, to as high as an inspector can reach in order to locate exterior decay or interior pockets of decay. Inspector shall bore pole at least once to detect interior decay (a shell thickness indicator shall be used to detect the existence and extent of interior decay). If decay is present, the pole shall be bored a sufficient number of times to determine the location and extent of decay discernable with this method. Bored holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

This inspection method can miss poles without sufficient strength to meet NESC, GO 95, or other mandated overload capacity requirements, and there is the possibility of missing those poles with insufficient strength to support the current loading. This is particularly true when the decayed area is below ground level or if the inspector's tools do not contact hidden, damaged areas. The effectiveness of this inspection method is outlined in Exhibit B.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

- 1.7.3 **Partial Excavation:** Poles that are partially excavated on one side of the pole as specified in Section 3.3 below.

This inspection method can be expected to identify many but not all inspected poles with decay below ground or other conditions causing a reduction in the required strength at groundline. The effectiveness of this inspection method is outlined in Exhibit B.

- 1.7.4 **Fully Excavated Pole:** Any pole passing the above ground visual inspection (other than poles defined in Section 1.7.1) which has been excavated around the entire circumference as specified in Section 3.4.

This inspection procedure constitutes the most thorough method known in the industry. Nevertheless, obstructions such as rock, adjacent buildings, sidewalks, keys, roots, risers, deep decay, underground cables, and other obstacles prevent "full" excavation and/or treatment with respect to depth, circumference, or both.

Typically, once the excavation is made to improve inspection accuracy, the procedure also includes treatments. Used in conjunction with visual inspection, historical data shows approximately 98% of reject and priority poles will be found.

- 1.7.4.1 **Externally Treated Pole:** A groundline treated pole is any fully excavated pole designated by OWNER which, upon inspection, is found to be a candidate for external preservative treatment. Treatment is specified in Section 5.2.

- 1.7.4.2 **Fully Excavated Rejected Pole:** A fully excavated rejected pole is any fully excavated pole that meets the criteria specified in Sections 3.2, 3.3.3, and/or 4.1.

- 1.7.4.3 **Externally Treated Reject Pole:** An externally treated reject pole is a fully excavated rejected pole that, after inspection, meets criteria for pole restoration. A pole found to be restorable will be groundline treated provided enough sound wood remains. The inspector will make a notation in the data as to whether a pole can or cannot be restored.

- 1.7.5 **Rejected Pole:** A rejected pole is any pole that meets the criteria specified in Sections 3.2, 3.3.3, and/or 4.1.

- 1.7.6 **Priority Pole:** A priority pole is any pole that is in need of immediate attention (restoration or replacement); usually has less than one-half of its original circumference and/or 13% or less remaining original strength **(if OWNER opts to specify alternative criteria, it must be specified in writing to CONTRACTOR)**. The location of priority poles will be reported to OWNER's representative as specified by OWNER in writing.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

- 1.7.7 **Percent Remaining Strength or Remaining Section Modulus:** Percent remaining strength is the estimated percentage of bending strength remaining in a pole compared to its original strength when reductions are made for decay or mechanical defects noted by the Foreman. OWNER acknowledges that the percent of remaining strength is an estimate based on the information outlined herein and generally are not accurate for poles that are not excavated.
- 1.7.8 **Internal Treatment:** CONTRACTOR's EPA-registered insecticide and preservative (as specified in Section 5.4) solution is applied internally as a liquid under 40 PSI minimum pressure, or as a foam under reduced pressure, through a set of multiple borings to any insect cavities/voids and/or internal decay voids that constitute a size of 1/2" or larger.
- 1.7.9 **Fumigant Treatment:** CONTRACTOR's EPA-registered fumigant treatment. CONTRACTOR shall apply a fumigant treatment(s) to OWNER's poles as specified in Section 5.3.
- 1.7.10 **Through-Bored Poles:** Poles with a series of small diameter holes drilled through the groundline area of the pole during the manufacturing process to enhance the original treatment.
- 1.8 **Copper Naphthenate and Cellon Treated Poles:** Due to inconsistencies with the original treatment process, poles manufactured with copper naphthenate or Cellon (pentachlorophenol in lp gas) treatment can be prone to inconsistent decay patterns and there is a probability of decay being present at heights far above groundline. Due to these inconsistent decay patterns, an accurate assessment of copper naphthenate and Cellon treated poles cannot be performed using traditional inspection procedures of sound and bore and/or partial or full excavate at groundline. OWNER should assume that any inspection information provided by CONTRACTOR is incomplete and does not represent an accurate opinion on the serviceability of the pole. CONTRACTOR does not warrant or offer any type of indemnification on any inspections performed on copper naphthenate or Cellon treated poles.

Furthermore, it is recommended that OWNER inspect copper naphthenate and Cellon treated poles above the groundline to the tip or the maximum height allowed. CONTRACTOR does not perform this service.

2.0 **General Precautions and Requirements for Preservative Applications:**

- 2.1 **General Restrictions and Requirements:** All preservatives shall be handled and applied in accordance with the product label, and in a manner to prevent damage to vegetation and property. Only preservatives registered by the EPA and the appropriate State Department of Agriculture for the intended use of remedial pole treatments will be considered for approval by OWNER. Preservatives not labeled for use as remedial pole treatments shall not be used.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

No preservatives shall be applied by CONTRACTOR where a pole is readily identifiable as: (i) located on any school property (Day care(s) and Grades K-12); (ii) in a vegetable garden; (iii) in organic farm fields; (iv) within 10' of a stream or standing water body; or (v) within 50' of a private well. OWNER acknowledges that all vegetable gardens, organic farm fields and wells may not be identifiable by CONTRACTOR.

Any container in which a preservative is stored shall be stored in a securely locked container, toolbox, or bolted to vehicles on the right of way and kept locked when left unattended. Empty preservative containers shall be removed from the right of way and kept in a locked compartment until disposal. Disposal of preservatives and their containers shall be in accordance with the product label as well as the rules and regulations of all appropriate federal and state agencies.

- 2.2 Pesticide Licensing and Reporting Requirements:** CONTRACTOR shall be a certified commercial pesticide applicator for the preservative applications specified in this specification, and each crew shall be supervised by a full time Supervisor who is licensed and certified by the state where the work is to be performed. CONTRACTOR shall be responsible for the accurate recording and submittal of all pesticide usage forms required at the time of application by the various pesticide regulatory agencies and for meeting all applicable federal and state rules and regulations.

CONTRACTOR is required to have in its possession copies of the preservative labels and Safety Data Sheets ("SDS") for all pesticides being used. Upon request, the SDS and labels will be shown to anyone desiring this information. Properly completed shipping papers will also be carried on each vehicle which is transporting pesticides.

- 2.3 Material Handling:** Accidental releases of preservative shall be immediately cleaned-up in a manner consistent with label requirements and federal and state regulations.

CONTRACTOR shall provide each crew with a recovery kit containing sufficient materials for cleaning-up and neutralizing accidental releases of both paste and liquid preservatives. The recovery kit shall consist of, but not be limited to, the following materials: absorption material (such as sawdust or oil dry), baking soda or laundry detergent, ammonia (undiluted), and trash bags for storage of waste.

- 2.4 Proper Equipment:** CONTRACTOR shall provide each crew with all required PPE as specified by the label, such as goggles, sleeves, non-permeable gloves, and aprons. In addition, hard hats and a change of clothing will be provided. All field employees are required to wear work boots and hard hats.

CONTRACTOR shall provide a truck that has covers and locks adequate to satisfy applicable federal and state DOT regulations in which to store and transport the preservatives.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

2.5 Pesticide Training: Each pole inspector and/or Foreman shall be required to pass a pesticide training program which addresses the biology of wood destroying insects and fungi, the proper and safe handling, storage, disposal, and transport of pesticides, product labels, SDS, and emergency procedures for accidental releases. CONTRACTOR's pesticide training program is to be in addition to state requirements for applicator licensing.

2.5.1 Hazard Communication and Safety Program: CONTRACTOR shall provide to its employees with a hazard communication program which addresses the purpose of using pesticides, SDS and product labels, protective safety equipment, and clothing and product information. A safety manual and program will be utilized by CONTRACTOR and its employees.

3.0 Inspection:

3.1 Preparation: When work is to be done in close proximity to a home, if possible, the property owner should be notified that a pole inspection is being performed by OWNER. Light brush will be removed from around the pole to allow for proper excavation, inspection, and/or treatment unless permission for removal is denied by property owner (excessive brush removal may require an additional charge). Property owner's denial will be indicated in the remarks column on the pole report. If permission for excavation is denied, the pole will be sounded and bored and fumigant treated, providing the pole is serviceable. CONTRACTOR will not inspect or perform work on poles inaccessible by Acts of God or by any causes beyond the control of CONTRACTOR. Reason for the lack of inspection will be noted in the remarks column of the pole report.

3.2 Above-Ground Inspection:

3.2.1 Wood Poles: A visual inspection of all wood poles shall be made from groundline to the top of the pole. The following defects visible from the ground with a naked eye will be noted: woodpecker holes, split tops, decayed tops, broken insulators, rotten/broken crossarms, broken ground wires, and slack/broken guy wires. If the pole is obviously not suited for continued service due to readily identifiable serious defects, it shall either: (i) not be tested further and simply be reported and marked on the inspection form as a reported reject; or (ii) the pole may be sounded and bored to determine whether or not it is a priority pole and be reported on the inspection form as a sound and bore reject.

3.2.2 Concrete Poles: A visual inspection only, shall be made from groundline to the top of the pole of all concrete poles. The following defects visible from the ground with a naked eye will be noted: Cracks, rust, spalling, exposed metal such as spiral wire or rebar, broken or burned ground wires, broken insulators, rotten/broken crossarms, and slack/broken guy wires.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

- 3.2.3 Composite or Fiberglass Poles:** A visual inspection only, shall be made from groundline to the top of the pole of all composite or fiberglass poles. The following defects visible from the ground with a naked eye will be noted: Cracks, broken or otherwise damaged areas, burned sections, deterioration of the poles protective coating including separation of layers or fibers protruding through the protective coating, broken insulators, rotten/broken crossarms, and slack/broken guy wires.
- 3.2.4 Metal Poles/Laced Towers:** A visual inspection only, shall be made from groundline to the top of the pole/structure of all metal poles and laced towers. The following defects visible from the ground with a naked eye will be noted: Cracks, rust that is either completely through or nearly completely through metal, loose, or missing bolts, bent or missing members, cracks in concrete foundation, broken insulators, broken ground wires and slack/broken guy wires.
- 3.3 Partial Excavation:** All poles that pass the above ground visual inspection (other than poles defined in Section 1.7.1) shall be partially excavated on one side of the pole. Excavations will be 8" wide and 8" deep (exceptions include poles in pavement, or poles that are otherwise inaccessible; if accessible, these poles will be sound and bore inspected. The pole will be sounded and bored as specified in Sections 3.5 and 3.6 and the pole surface will be checked for signs of external decay.
- 3.3.1 No Surface Decay:** If no surface decay is suspected and the borings indicate no internal decay, no further action is required. The partial excavation will be backfilled.
- 3.3.2 Surface Decay:** If surface decay is suspected, the pole will be fully excavated as specified in Section 3.4 and decay will be removed as specified in Section 3.7. Evaluation and treating will be performed as specified in Sections 4.0 and 5.0.
- 3.3.3 Extensive Decay:** If extensive decay is present and it is obvious that the pole is a reject as specified in Section 4.0 and does not require treatment as specified in Section 5.2, no further action is required and the pole will be backfilled.
- 3.3.4 Internal Decay:** If internal decay is suspected or present and the pole is not a Southern Pine Species, the pole will be treated with a fumigant as specified in Section 5.3 and the partial excavation will be backfilled. If the pole is a Southern Pine Species, it will be fully excavated and evaluated as specified in Section 3.3.2 above.
- 3.3.5 Internal Void:** If an internal void is present and the pole is not a Southern Pine Species, the pole will be treated with a fumigant as specified in Section 5.3 and an internal treatment as specified in Section 5.4 and the partial excavation will be backfilled. If the pole is a Southern Pine Species, it will be fully excavated and evaluated as specified in Section 3.3.2 above.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

- 3.4 Full Excavation:** All poles meeting the criteria defined in Sections 3.3.2, 3.3.4, and 3.3.5 shall be excavated around the entire circumference to a depth of 18" below groundline (exceptions include poles in pavement, poles with underground power risers, poles in vegetable gardens and poles in organic farm fields; these poles will be sound and bore inspected. Poles in vegetable gardens and poles in organic farm fields may be full excavated at OWNERS option, however these poles shall not be treated with remedial treatments). Poles which cannot be excavated to the proper depth around the entire circumference for legitimate reasons (such as large rocks, large roots, or other obstructions) will have the obstruction and the extent of excavation noted in either the remarks or notes section of the pole report. The excavation will be approximately 10" from the pole at ground level and 4" from the pole at the 18" depth. For excavation in lawns, sod grass areas, or flower gardens, care will be taken to keep the surrounding area as clean as possible. The sod around pole shall be carefully cut and neatly stacked. Poles installed on slopes shall be excavated to a minimum depth of 18" on the down slope side and 18" on the high side. Tarpaulins or ground cloths shall be used whenever possible to minimize the possibility of any property damage and to aide in the tracking of excavated holes (exceptions should be rare and would include situations where the slope is too steep or the ground surface too uneven to allow for effective use).
- 3.5 Sounding:** Poles shall be sounded from as high as the inspector can reach to the exposed groundline area in order to locate interior pockets of decay. Hammer marks should be visible to indicate that the area was sounded.
- 3.6 Boring:** Inspector shall bore the pole with a 3/8" bit at a 45° angle to a depth of the center line of the pole. Bore hole(s) shall be located approximately 6"-8" below ground on excavated poles, and at groundline for non-excavated poles. A shell thickness indicator shall be used to detect the existence and estimated extent of any interior decay. If enclosed decay pockets are evident in a pole, a minimum of four borings will be taken to determine the size and extent of decay. Bored holes shall be plugged with tight fitting treated wood dowels or plastic plugs.

Shell Borings are made at an angle of approximately 60°. The hole is bored in a manner so the boring stays within the outer 2-3" of shell. Therefore, the hole is intentionally bored off-center from the pole. Shell borings will be made at the discretion of the inspector based on field/pole conditions and pole species. Refer to DRAWING 1 for a visual example of shell boring. Non-excavated poles will receive 1 shell boring in addition to the 45° boring. Excavated poles not excavated around the entire circumference, shall receive 1 shell boring in the non-excavated area.

- 3.7 Chipping:** All poles that will be externally treated will have all loose and decayed wood removed from 18" below groundline to 6" above groundline. A quality chipping tool will be used for this procedure to obtain a smooth, clean removal of wood. External decay pockets will be shaved or chipped to remove decayed wood from the pole. Removed wood shall be removed from the hole and surrounding ground and disposed of properly.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

Care should be taken not to remove good wood as this will reduce the strength of the pole. The pole will be scraped using a check scraper or wire brush to remove dirt from treatment zone.

4.0 Evaluation:

4.1 Determining Remaining Groundline Strength or Minimum Groundline Effective Circumference: Measurements of the following decay and damage conditions shall be collected and input into a strength calculating program which will calculate the remaining strength of the pole: shell rot, exposed pockets, enclosed pockets, and mechanical damage.

Decay measurements are entered with consideration for the orientation to the line of lead and the program models the resulting cross section. Multiple types of damage are combined within the calculations and the center of gravity of the pole cross section is adjusted accordingly.

The output is shown as the estimated Percent Remaining Strength. The traditional Groundline Effective Circumference will be reported as well. This is the circumference of a smaller, sound pole that approximates the bending capacity equivalent to the decayed pole's remaining strength.

The strength calculating program will only display percentages of remaining strength for excavated poles and poles that are sound and bore inspected. An estimated Groundline Effective Circumference is the only reported value for poles which are not excavated or sound and bore inspected.

A "Reject Pole" is:

- Any excavated pole with a remaining strength of less than 67%.
- Any pole which does not receive a partial excavate inspection with decay that results in a reduction of remaining strength, regardless of the estimated remaining strength. Groundline remaining strength for non-excavated poles is estimated based on the limitations of the inspection method.

A "Priority Pole" is:

- A pole with an effective circumference of less than 50% of its original circumference and/or 13% or less remaining original strength and shall be reported to OWNER's representative as specified by OWNER in writing (if OWNER opts to specify alternative criteria, it must be specified in writing to CONTRACTOR as specified in Section 1.7.6).

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

4.2 Previously Restored Poles: Poles previously restored with Osmo-C-Truss(es) or Osmo-C2-Truss(es) shall be evaluated just above the second lowest band and at the top of the truss as outlined in Section 4.3.

- Poles that do not meet the minimum shell requirements will be classified as rejects.
- Poles that meet the minimum shell requirements will be classified as serviceable poles and internally treated above ground according to Section 5.4 (Poles will be fumigant treated above ground according to Section 5.3).
- Loose, missing or severely corroded bands and seals will be noted.

4.3 Determining Reinforceable Candidates: When the initial inspection results in the rejection of a pole, the pole shall be marked for replacement or reinforcement. The following inspections shall be performed to determine if the pole is reinforceable:

4.3.1 Inspection Point 1: Groundline Pole Condition

- Poles exhibiting **shell rot** at or below groundline shall have a minimum remaining sound wood circumference of 33% or greater than the original groundline circumference and/or 4% remaining strength.
- Hollow poles and poles with internal decay shall maintain one-half inch (1/2") of average sound shell at or below groundline for single or double truss applications.

Note: All shell thickness requirements listed in Sections 4.3.2 and 4.3.3 are for poles up to and including 65' in length. For poles 70' and longer, all shell requirements shall be increased by 1" (3" at the lower band position for a single truss, or 2" for a double truss, and 5" at the top of the truss):

4.3.2 Inspection Point 2: Lower Band Pole Condition:

- A **single truss** application requires two inches (2") or greater of average sound shell at fifteen inches (15") from groundline.
- A **double truss** application may have less than two inches (2") but requires greater than or equal to one inch (1") of average sound shell at fifteen inches (15") from groundline.

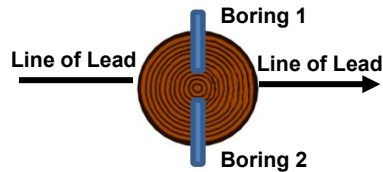
Osmose Utilities Services, Inc.

EXHIBIT A

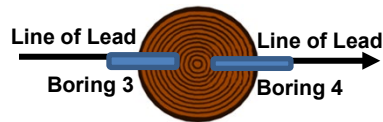
IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

Procedure to determine lower band average sound shell:

- A.) Drill two (2) 3/8" diameter holes at fifteen inches (15") above groundline perpendicular to the line of lead. Refer to Figure 3 for line of lead orientations for common line construction types.



- B.) If the average sound shell from these 2 borings is two inches (2") or greater, proceed to **Inspection Point 3** below.
- C.) If the average sound shell is less than two inches (2"), bore 2 additional holes in the line of lead. If the average of all 4 borings is two inches (2") or greater, proceed to **Inspection Point 3**.



- D.) If the average is still less than two inches (2") but greater than one inch (1"), the pole can be reinforced with double trusses, which combined, provide the desired strength. Proceed to **Inspection Point 3** below to determine double truss required height above groundline.
- E.) If the average sound shell is less than one inch (1"), the pole may be deemed non-restorable or consult with Osmose engineering for alternative restoration methods.

4.3.3 Inspection Point 3: Top of Truss Pole Condition

- A **standard truss** requires an average sound shell of four inches (4") or greater at the installed height of the standard truss required, typically five feet (5').
- A **tall truss** requires four inches (4") or greater of average sound shell anywhere from six to eight feet (6'-8') above groundline.

Procedure to determine top of truss average sound shell:

- A.) Drill two (2) 3/8" diameter holes at five feet (5') above groundline perpendicular to the line of lead.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

- B.) If the average sound shell from these two (2) borings is four inches (4") or greater, reinforce the pole with the appropriate truss or trusses as shown in Figure 4 or 5.
- C.) If the average sound shell is less than four inches (4"), Drill two (2) 3/8" diameter holes at six or eight feet (6' or 8') above groundline perpendicular to the line of lead in order to find four inches (4") or greater of average sound shell.
- D.) If the average sound shell from these two (2) borings is four inches (4") or greater, reinforce the pole with a truss with an installed height above groundline at least as tall as where 4" or greater of average sound shell is found.

Note: *In the instance where a pole would require double trussing due to average sound shell thickness at 15", but obstructions on the pole or a customer request would limit a restoration to only 1 truss, the pole can be checked for 2" of average sound shell at 26" and a single tall truss can be installed with lower banding installed at 26".*

- 4.3.4 All inspection holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

5.0 Treatment:

- 5.1 **General:** All fully excavated poles (as defined in Section 3.4) which are serviceable shall be treated as specified in Section 5.2. All non-excavated poles (except as defined in Section 1.7.1) and certain excavated poles shall be treated with a fumigant treatment as specified in Section 5.3 (note reinforceable candidates cannot be treated with a fumigant treatment until after the pole has been reinforced). If internal decay is indicated, an appropriate solution shall be selected and applied (as specified in Section 5.4).

- 5.2 **External Groundline Treatment:** All poles which are fully excavated and serviceable are to be groundline treated with a preservative paste which shall be applied to the pole (a minimum of 1/16" thick) from 18" below groundline to 3" above groundline. Reinforceable candidates will not be externally treated. The preservative paste shall be composed of the following ingredients:

MP500-EXT®	
Ingredients	Amount
Copper Carbonate (Metallic Copper Equivalent is 1%)	1.73%
Sodium Tetraborate Decahydrate	43.7%
Inert Ingredients	54.57%
Total	100.00%

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

Or

Cu-Bor	
Ingredients	Amount
Copper Hydroxide (Metallic Copper Equivalent is 2%)	3.1%
Sodium Tetraborate Decahydrate (Boric oxide equivalent 16.4%)	43.5%
Inert Ingredients	53.4%
Total	100.00%

Alternative materials will require prior approval from OWNER. Alternative materials will be applied at the maximum rate according to the product label. Long-term retention studies should be made available to assure results.

CONTRACTOR shall treat all exposed pockets and checks using a brush or trowel. Where obstructions occur (such as fences, curbs, and walls) the preservative shall be applied up to obstruction to insure complete coverage.

5.2.1 Wrapping of External Treatment: A polyethylene-backed kraft paper moisture barrier such as "OsmoShield" is to be applied over the wood preservative. The moisture barrier shall cover preservative to a depth of 18" and extend 1" above the top of treatment zone, for a total of 22". It shall be of sufficient length to go around the pole with an overlap of approximately 4" and shall be stapled to the pole at the top and side seams of the barrier.

Pasture wrap shall also be used in areas of livestock; it will be stapled around the top edge of the moisture barrier to act as an additional protective barrier.

5.3 Fumigant Treatment: Serviceable poles (except as specified in Section 1.7.1 and Through Bored Poles) will receive a fumigant treatment(s) based on the following criteria:

- Poles that were identified for full excavation according to Section 3.4 which cannot be 75% excavated due to obstructions (i.e., curbs, pole keys, large roots, fences, etc.), and all poles where internal decay is present or suspected and/or where voids of less than ½" are present.
- Non-Southern Pine Species Poles that were partial excavate inspected according to Sections 3.3.4 and/or 3.3.5.
- Poles that were sound and bore inspected according to Sections 3.3 and/or 3.4 where external decay is present or suspected and/or where internal decay is present or suspected and/or where voids of less than ½" are present.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

CONTRACTOR shall apply the fumigant treatment(s) to poles using the following treatment(s)/application method(s):

MITC-FUME® (Contains 97% Methylisothiocyanate)	
Pole Circumference (Inches)	Number of Holes Drilled
< 16"	MITC-FUME should not be applied to poles less than 16" in circumference due to inadequate cross section for required boring depth
16 to 28	Two holes 8" - 10" deep spaced 120° apart and 12" higher than the previously bored hole.
29 to 35	Three holes 14" deep spaced 120° apart and 6" to 8" higher than the previously bored hole.
36 to 49	Four holes 14" deep spaced 90° apart and 6" to 8" higher than the previously bored hole. .
50 to 59	Five holes 14" deep spaced 70° apart and 6" to 8" higher than the previously bored hole.
60 to 69	Six holes 14" deep spaced 60° apart and 4" to 6" higher than the previously bored hole.
70 to 79	Seven holes 14" deep, the first two at groundline 180° apart, and the remaining five spaced 60° apart and 4" to 6" higher than the previously bored hole).
80 to 90	Eight holes 14" deep, the first two at groundline 180° apart, and the remaining six spaced 50° apart and 4" to 6" higher than the previously bored hole.
Greater than 90	Nine holes 14" deep, the first two at groundline 180° apart, and the remaining seven spaced 45° apart and 4" to 6" higher than the previously bored hole.

CONTRACTOR's inspector shall bore 7/8" slanting holes to the specified depth, use impermeable gloves to insert one tube into each hole. Holes shall be plugged using tight-fitting treated wooden dowels or plastic plugs. For non-excavated poles, the first hole(s) are generally bored at groundline. For excavated poles, the first hole(s) may be bored below groundline.

Or

OsmoFume® (Contains 91.14% Tetrahydro-3, 5-Dimethyl-2H-1, 3, 5-Thiadiazine-2-Thione)	
Pole Circumference (Inches)	Number of Holes Drilled/Amount Applied *
> 16"	Two holes 6" - 7" deep spaced 120° apart with 12" vertical spacing. Apply one stick per hole.
16" to 28"	Two holes 8" - 10" deep spaced 120° apart with 12" vertical spacing. Apply up to 2 sticks per hole.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

29" to 40"	Three holes 14" deep spaced 120° apart and 6" to 8" higher than the previously bored hole. Apply up to 3 sticks per hole.
41 to 49	Four holes 14" deep spaced 90° apart and 6" to 8" higher than the previously bored hole. Apply up to 3 sticks per hole.
50 to 59	Five holes 14" deep spaced 70° apart and 6" to 8" higher than the previously bored hole. Apply up to 3 sticks per hole.
60 to 69	Six holes 14" deep spaced 60° apart and 4" to 6" higher than the previously bored hole. Apply up to 3 sticks per hole.
70 to 79	Seven holes 14" deep. The first two at groundline 180° apart, and the remaining five spaced 60° apart and 4" to 6" higher than the previously bored hole. Apply up to 3 sticks per hole.
80 to 90	Eight holes 14" deep. The first two at groundline 180° apart, and the remaining six spaced 50° apart and 4" to 6" higher than the previously bored hole. Apply up to 3 sticks per hole.
Greater than 90	Nine holes 14" deep. The first two at groundline 180° apart, and the remaining seven spaced 45° apart and 4" to 6" higher than the previously bored hole. Apply up to 3 sticks per hole.

CONTRACTOR's inspector shall bore 7/8" slanting holes to the specified depth. Use impermeable gloves to install the specified number of OsmoFume sticks into each hole. Approximately 3 ounces (1 ounce for poles less than 29") of a liquid solution containing 5.84% Copper Ethanolamine Complex (Equivalent to 2% Copper Metal) and 5% Disodium Octaborate Tetrahydrate (copper-boron) will be added to each hole after the fumigant is applied. Holes shall be plugged using tight-fitting treated wooden dowels or plastic plugs. For non-excavated poles, the first hole(s) are generally bored at groundline. For excavated poles, the first hole(s) may be bored below groundline.

When treating poles that have been previously treated with granular dazomet based fumigants, residual material may remain in some holes preventing the application of the specified number of sticks and/or the specified amount of copper-boron solution. The same can apply to existing application holes that were drilled at shallow angles. In those cases, OsmoFume sticks and/or copper-boron solution will be applied to refusal, up to the specified amount.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

5.4 Internal Treatment:

5.4.1 Internal Treatment: Internal treatment will be with the following solution:

Hollow Heart® CB Dilute Solution	
Ingredients	Amount
Copper Ethanolamine Complex (Equivalent to 2% Copper Metal)	5.84%
Disodium Octaborate Tetrahydrate	5.0%

Poles containing decay pockets of 1/2" or larger shall be treated by pumping the preservative into the cavity through a series of 3/8" diameter holes. If wood destroying insects are encountered in the pole, the pole will be sounded to locate the top of the insect gallery and enough holes drilled to thoroughly treat the wood and flood the galleries. The solution will be applied as a liquid at a minimum pressure of 40 PSI, or as a foam at a reduced pressure.

Beginning with the lowest hole, the preservative will be pumped into the cavity until the material flows out of the next highest hole. This hole will then be plugged and additional preservative pumped into the cavity until the cavity is filled or a maximum of one gallon is used. Sufficient holes will be bored and preservative used to assure coverage of the decayed area. All holes will be plugged with tight-fitting treated wood dowels or plastic plugs.

5.4.2 Internal Treatment for Wood Destroying Insects: At OWNER's option, poles containing signs of wood destroying insects shall be treated with the following solution:

Hollow Heart® CB Plus Dilute Solution	
Ingredients	Amount
Copper Ethanolamine Complex (Equivalent to 2% Copper Metal)	5.84%
Disodium Octaborate Tetrahydrate	5.0%
Cypermethrin (Field Mixed with the Copper Ethanolamine Complex and Disodium Octaborate Tetrahydrate)	0.25%

Poles containing signs of wood destroying insects shall be treated by pumping the preservative(s) into the cavity through a series of 3/8" diameter holes. The solution will be applied as a liquid at a minimum pressure of 40 PSI, or as a foam at a reduced pressure. Beginning with the lowest hole, the preservative will be pumped into the cavity until the material flows out of the next highest hole. This hole will then be plugged and additional preservative pumped into the cavity until the cavity is filled or a maximum of one gallon is used. Sufficient holes will be bored and preservative used to assure coverage of the decayed area. All holes will be plugged with tight-fitting treated wood dowels or plastic plugs.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

The pole will be sounded to locate the top of the insect gallery and enough holes drilled to thoroughly treat the wood and flood the galleries.

6.0 Restoration of Work Site:

6.1 Back-Filling: After excavation and/or treatment, all poles will be solidly back filled. The first half of the excavation will be backfilled and tamped completely around the pole by walking on the replaced excavation; the second half will be back filled and tamped completely around the pole. The excess earth should be banked up to a maximum of 3" above normal ground level to allow for settlement. In grass areas, the sod shall be carefully placed around the pole. Rocks or stones should not be laid against the pole except where they serve to key the pole or where no other fill is available. Extreme care should be taken not to tear the moisture barrier while backfilling.

6.2 Clean-Up: No debris, loose dirt, etc. is to be left in the pole area. Private property turf, including that between the curb and the sidewalk, bushes, plants, and shrubbery are to be replaced with care. If any preservative is released on the ground, it shall be immediately cleaned-up. All containers shall be disposed of in accordance with the product label.

7.0 Pole Marking (Tagging): The work performed shall be marked with a weatherproof tag containing CONTRACTOR's name and the year of inspection in a fashion similar to the designations shown in the following drawings. The tagging scheme used by CONTRACTOR must be shown to OWNER's representative and approved before it is used.

Tags shall be supplied by CONTRACTOR and placed 5' to 6' above groundline on the roadside of the pole, below the utility pole identification marker. If inspecting or treating a pole that has previously been inspected or treated, the tag will be attached directly below the existing tag(s). The following are illustrations of the various types of "tags" used and an explanation as to when they are used. It is important that the proper tag be used on every pole that is inspected.



This diamond shaped tag represents that a visual inspection only was performed. This tag shows CONTRACTOR's name, identifies that a visual inspection was performed, and the actual year the work is performed.



This oval tag is to be used whenever a sound and bore or partial excavate inspection takes place. The tag shows CONTRACTOR's name and the actual year the work is performed.

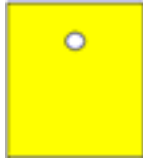
Osmose Utilities Services, Inc.

EXHIBIT A

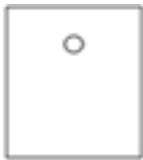
IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS



This round tag represents an inspection via a full 18" excavation and treatment with an approved paste. The tag shows CONTRACTOR's name and the actual year the work is performed.



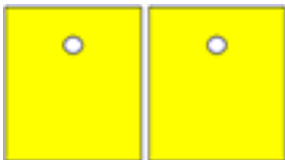
One yellow reject tag is used to denote that the pole is a reinforceable reject.



One white tag may be used to denote that the pole is a non-reinforceable reject.



One silver tag may also be used to denote that the pole is a non-reinforceable reject.



Two yellow tags are used to denote a danger or priority pole that is reinforceable.



Two white tags may be used to denote a priority pole that is non-reinforceable.



Two silver tags may also be used to denote a priority pole that is non-reinforceable.



This tag is used whenever internal treatment is injected into a pole. This tag will be used in conjunction with one or more of the above tags depending on the type of inspection performed.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS



This tag is an example of a fumigant treatment tag. This tag shall be used whenever MITC-FUME is applied to a pole. This tag will be used in conjunction with one of the above tags depending on the type of inspection performed.

Or



This tag is an example of a fumigant treatment tag. This tag shall be used whenever OsmoFume is applied to a pole. This tag will be used in conjunction with one of the above tags depending on the type of inspection performed.



This tag is used whenever internal treatment is injected into a pole. This tag will be used in conjunction with one or more of the above tags depending on the type of inspection performed.

8.0 Data Collection and Deliverable:

- 8.1 **Data Requirements:** OWNER desires to conduct a comprehensive pole inspection and maintenance program. OWNER must advise CONTRACTOR in writing of the type of data OWNER wants collected by CONTRACTOR. The data will be delivered within a geospatial software environment for viewing, searching, and reporting.

OWNER desires to improve the overall quality and completeness of pole inspection data as a secondary objective of the project. The combination of a data viewing tool together with improved data quality will help improve OWNER's ability to manage pole life cycle costs. The importance of the data-collection effort requires that it be performed professionally by experienced field personnel using technology that ensures delivery of high-quality data.

CONTRACTOR will provide appropriate hardware, software, and project management to ensure that OWNER receives data that meets its requirements for accuracy and completeness. At OWNER's request, CONTRACTOR can provide a demonstration of CONTRACTOR's data collection tools, processes, and a sample deliverable.

- 8.2 **Data Specifications:** A CONTRACTOR-supplied or OWNER-supplied landbase that is acceptable to CONTRACTOR will be deployed by CONTRACTOR electronically to the field. A unique identifier will be created for each pole. Each pole will be placed on the digital landbase using GPS and/or relative positioning.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

8.3 Data Delivery: Data collected will be delivered online in a geospatial enabled web-based application that includes both map and attribute views of the data. The online application shall provide access to reports and data queries with support of user generated search functions. Poles must be able to be searched and sorted into groups based on their condition, their attributes, their attachments (when applicable), and highlighted in a map view.

The online application shall provide a landbase backdrop that includes aerial imagery capable of being viewed at various zoom levels. CONTRACTOR's geospatial online application will be compatible with industry standard web browsers such as Windows Internet Explorer 7.0 or 8.0, or Firefox 2.0 or later. All incremental data deliveries will be updated on the geospatial online application. CONTRACTOR shall host the data in the online application, but OWNER shall retain ownership of data (see Section 8.4 for information regarding data archiving).

The geospatial online application shall provide the capability to view and download reports in Adobe PDF format. Reports shall consist of pole detail, weekly, and year-to-date summaries. CONTRACTOR's web-based application must support the ability to view all invoices, in Adobe PDF format, with the ability to relate each individual pole record with the corresponding invoice.

Data export functionality shall include the ability to export to an ESRI Personal geodatabase, Microsoft Access, or a comma delimited (Excel Spreadsheet) file format. The geospatial online application shall support the printing of map views and, if applicable, viewing of digital images.

CONTRACTOR shall demonstrate how its online application provides OWNER with a calculated Percent Remaining Strength for poles with decay (where applicable).

8.4 Data Archiving: CONTRACTOR will host the geospatial online application for the duration of the pole inspection project and for a maximum of 90 days after the end of the calendar year in which the project was completed. Options for additional archiving shall be made available at an additional cost. OWNER shall retain ownership of all data. Use of the geospatial online application will be governed by CONTRACTOR's online hosting agreement.

9.0 CONTRACTOR Information:

9.1 CONTRACTOR's Policies: Documentation of CONTRACTOR's policies for conforming to EPA, OSHA, and DOT regulations can be provided upon request. Examples may include:

- Summary of CONTRACTOR's safety manual
- Summary of CONTRACTOR's pesticide training manual and test

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

- Summary of CONTRACTOR's standards for safe storage of preservatives on vehicles
- Labels and SDS for all preservatives to be used
- Operating policies for CONTRACTOR's personnel to handle preservatives and disposing of empty containers used for pole treatment
- Summary of OSHA regulations regarding PPE

9.2 **Work Schedule:** CONTRACTOR can also supply, upon request, a schedule outlining the number of crews proposed to complete work along with start dates and completion dates.

10.0 **Invoicing:** CONTRACTOR will furnish OWNER with a detailed invoice of the number of billable items and amount due on a bi-weekly basis. Payment is due in accordance with the contracted payment terms. If OWNER disputes any invoice item, OWNER will give CONTRACTOR written notice of such disputed item within five (5) days from receipt of the invoice and shall pay CONTRACTOR the undisputed portion of the invoice when due.

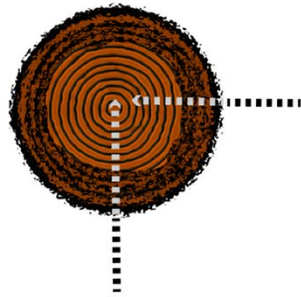
Osmose Utilities Services, Inc.

EXHIBIT A

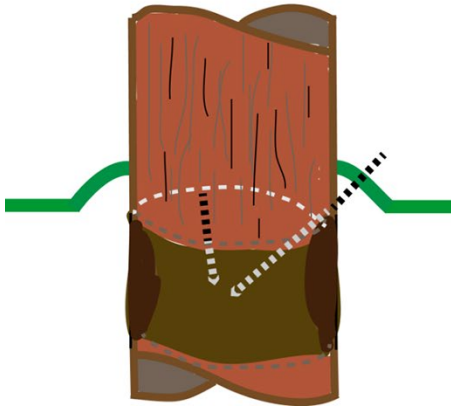
IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

DRAWING I

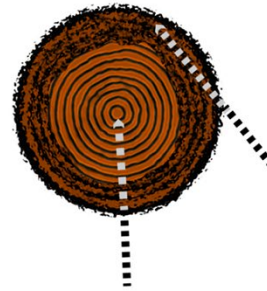
Standard Boring Inspection



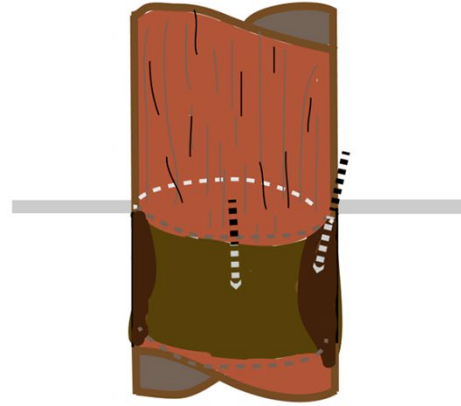
2 Borings to the center of the pole



Standard & Shell Boring Inspection



1 Boring to the center of the pole
1 Boring through the shell below GL





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

AGENDA DATE: May 7, 2024
PAGE: 1

SUBJECT: Request authorization to advertise for Source of Supply bids for the Electric and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for July 1, 2024 through December 1, 2024.

AMOUNT & SOURCE OF FUNDING: 2024 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward C. Kemp 323-3133

Proposed schedule
Advertise for bids: May 14 & May 28
Bids close: June 19
Bids approval: July 2 Board of Aldermen Meeting

SUGGESTED MOTION:

Move approval for authorization to advertise for Source of Supply bids for the Electric and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for July 1, 2024 through December 1, 2024.



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

AGENDA DATE: May 7, 2024
PAGE: 1

SUBJECT: Request authorization to approve contract with Narrative12 for communications support in the amount of \$4,500.00 monthly.

AMOUNT & SOURCE OF FUNDING: 2023-2024 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This is the same vendor and contract (except for new dates) that Starkville Utilities has been operating with for the past several years. They provide communication services on a variety of platforms and assist with the messaging for Starkville Utilities.

SUGGESTED MOTION:

Move approval to authorize contract with Narrative12 for communications support in the amount of \$4,500.00 monthly.

Agreement

Between

NARRATIVE¹²

and



March 2024

We are pleased to confirm the terms on which *Narrative12* will provide communications support to Starkville Utilities, for purposes of this document referred to as “SU.”

I. NARRATIVE 12 RESPONSIBILITIES AND COMPENSATION

- A. *Narrative12* will perform the services customarily performed by a communications team as directed by SU. This contract is specifically created to focus on a comprehensive package for digital media and external communications services with a monthly budget of \$4,500.

The deliverables outlined above do not include:

- Printing costs
- Design costs
- Talent fees
- Photography
- Stock images
- Music rights
- Customer surveys
- Media/advertising placements
- Audio/video production costs
- Mailing costs
- Travel expenses
- Web hosting
- Meeting room rentals

- B. Digital media coordination shall include management of a comprehensive and dynamic social media presence that utilizes a combination of original content as well as strategically linking state and nationally relevant stories that yield audience engagement and drive traffic to the SU website. It shall not include outage updates and emergency related messaging, which will remain the responsibility of the SU administrative team. Placements shall include a minimum of three Facebook posts per week, two Instagram posts per week, and one Twitter post per workday.
- C. External communications shall include, but not limited to, responding to inquiries from external stakeholders, writing and issuing news releases or statements with prior written approval from SU, and coordinating media requests in a manner that upholds the positive image of both parties.
- D. *Narrative12* will be compensated for the performance of its services on a fee basis over the length of this agreement starting March 25, 2024. The agreement shall automatically renew for successive one-year terms unless either party notifies the other party in writing at least 30 days prior to the expiration of the then-current term of its intention not to renew.

- E. Any projects outside the scope of this agreement (such as collateral materials, slide shows, newsletters, bill inserts, special videos, advertising, etc.) will be billed separately at rates agreed upon prior to the beginning of any work.
- F. *Narrative12* shall not disseminate, or use for its own purposes, both during and after the termination of this agreement, any confidential information imparted to *Narrative12* by SU. For purposes of this agreement, “confidential information” shall mean any information imparted to *Narrative12* by SU or derived from such information or developed by *Narrative12* in connection with the services to be performed under this agreement.
- G. *Narrative12* recognizes SU’s reservation of the right to modify, reject or cancel or discontinue any and all plans, schedules or works in progress; and in such event *Narrative12* will immediately take proper steps to carry out SU’s instructions. SU agrees, however, to pay any and all of the proper charges and expenses incurred by *Narrative12* in connection with such work up to the time of its modification, rejection, cancellation and/or discontinuance and for properly imposed charges cancellation of any commitments previously authorized in writing by SU.

II. APPROVALS

- A. *Narrative12* will obtain approval from SU before doing any of the following:
 - 1. Adopting a communications strategy for services or products.
 - 2. Preparing a customer information campaign.
 - 3. Developing or placing messages to the SU website or social platforms.

Additional projects assigned, but not defined in this document, shall be approved and estimated on a case-by-case basis, as needed.

- B. All authorizations for services and all approvals will be made by the SU general manager unless or until others are designated in writing.
- C. It is understood that SU reserves the right to modify, revise or cancel any plans, schedules or work. In the event SU notifies *Narrative12* that it wishes to do so, *Narrative12* will take steps as promptly as is practicable to stop or revise the work. In connection with any such action, SU agrees to pay *Narrative12* according to the terms of this agreement for any work done, including any contracts and commitments *Narrative12* is unable to cancel, and to reimburse *Narrative12* for any cancellation penalties incurred.
- D. In all cases where substantial expenditures by SU are involved, *Narrative12* will obtain specific written approval before making commitments.

III. BILLING AND PAYMENTS

A. Billings to SU will be rendered as follows:

1. Charges will be billed monthly under one invoice for all agreed-upon services.
2. *Narrative12* shall submit with each invoice all supporting documentation as may be reasonably requested by SU.
3. SU will reimburse *Narrative12* at net cost for all reasonable travel and living expenses incurred by *Narrative12* staff in servicing the SU account hereunder, subject to *Narrative12* obtaining prior approval of SU for the travel.

IV. MATERIALS AND IDEAS

- A. It is understood that any plans developed by *Narrative12* will remain its property (regardless of whether any embodiment of the plans or ideas is in the possession of SU) until paid for and executed as provided in this agreement, when they shall become the sole and exclusive property of SU. *Narrative12* retains the right to reference and display the work products done for SU for *Narrative12*'s own promotional purposes.
- B. *Narrative 12* acknowledges its responsibility, both during and for one year after the end of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by *Narrative 12* on behalf of SU or disclosed by SU to *Narrative 12*.

V. INDEMNIFICATION

- A. *Narrative12*'s appointment under this agreement will be effective for one year, starting March 25, 2024. It will then automatically renew and be updated with an addendum, communicating the revised compensation and deliverable portions of the contract, based on future goals and budgets. If the agreement is not to be renewed, SU or *Narrative12* will provide a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.
- B. It is understood that the above terms will be subject to review at any time hereafter at the request of SU or *Narrative12* in light of changing business circumstances. If at any point SU or *Narrative12* determines the conditions of this agreement are not being met or services not being provided, either party may notify the other in writing of its intention to cancel the contract via a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.

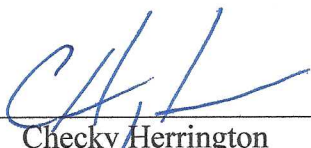
- C. Upon receipt of termination, *Narrative12* shall submit to SU a written report of all current and future jobs. SU shall thereupon authorize *Narrative12* in writing which jobs shall be brought to completion.
- D. Should termination occur, *Narrative12* will bill SU for all amounts remaining due under this agreement (to the extent it has not done so already) and SU will pay such amounts within 45 days. All property and materials in the possession of *Narrative12* and previously paid for or owned by SU shall be transferred to SU or its designated representatives.
- E. This agreement constitutes the entire agreement between the parties and may not be amended except in writing executed by both parties.

Narrative12 represents and warrants that it has, and shall maintain throughout the term hereof, all necessary personnel support staff, equipment, licenses, permits to provide the services required under this agreement.

APPROVED AND ACCEPTED:

Narrative12

Starkville Utilities

By: 
Checky Herrington
Principal

By: _____
Edward Kemp
SU General Manager

Date: 3/18/24

Date: _____