



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
October 1, 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 OCTOBER 1, 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 SEPTEMBER 3, 2024 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 13, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee Introductions
Bulldog Bash – October 4, 2024

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

1. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 701 LOUISVILLE., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102G-00-036.00, 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 CLEAN UP OF THE PROPERTY SHOULD OCCUR.
2. PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS: PROPERTIES (200 LINDBERGH, 30 LINDBERGH AND 722 VINE STREET) ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE

INTENTION TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$7,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

B. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF UP TO \$8,000,000 TO PROVIDE FUNDS FOR IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE SERIES 2025 BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE REVENUES TO BE DERIVED FROM THE OPERATION OF THE SYSTEM IN AMOUNTS SUFFICIENT TO PAY THE COST OF THE OPERATION AND MAINTENANCE THEREOF AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2025 BONDS; MAKING PROVISION FOR A BOND AND INTEREST FUND, A DEPRECIATION FUND, A CONTINGENT FUND, AN IMPROVEMENT FUND, AN OPERATION AND MAINTENANCE FUND, AND A REVENUE FUND; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE SERIES 2025 BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2025 BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025 BONDS; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025 BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2025 BONDS; AND FOR RELATED PURPOSES.

C. CONSIDERATION OF APPROVING RESOLUTIONS TO PLACE THE LIENS ON 514 WEST MAIN ST AND WARD DRIVE PROPERTIES THAT HAVE BEEN PREVIOUSLY APPROVED FOR MOWING, CLEANING, AND/OR DEMOLITION.

D. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND ORDINANCE 2017-05 AND MUNICODE §4.3.02(B) TO REFLECT CHANGES RELATED TO THE REQUIREMENT FOR A PERCENTAGE OF FOOD SALES AND THE REQUIREMENT FOR KITCHEN FACILITIES IN ORDER TO APPROVE THE SALE OF BEER AND LIGHT WINE.

E. CONSIDERATION OF THE PROPOSAL FOR EMPLOYEE MEDICAL, DENTAL AND VISION BENEFIT PLANS AND ADMINISTRATIVE SERVICE CONTRACT WITH BLUE CROSS BLUE SHIELD(MCGRIFF).

F. CONSIDERATION OF A RESOLUTION SUPPORTING THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS IN EXTENDING A REQUEST FOR PROPOSALS (RFP) TO SELL THE OKTIBBEHA COUNTY HOSPITAL AND TO BRING THE HIGHEST QUALITY HEALTHCARE TO THE CITY OF STARKVILLE AND OKTIBBEHA COUNTY.

X. **BOARD BUSINESS**

A. CONSIDERATION OF APPROVING THE CODE OF STANDARDS CONDUCT RESOLUTION AND THE MBE/WBE BUSINESS PARTICIPATION RESOLUTION FOR THE ARC-MS-21497, WASTE WATER TREATMENT PLANT REHABILITATION PROJECT.

XI. **DEPARTMENT BUSINESS**

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 FOR AN INCREASE OF \$6,981.35 FOR AN ADDITIONAL SIGNAL POLE AND WIRING NEEDED FOR ADA COMPLIANCE TO THE SPRING STREET & MS HIGHWAY 12 PEDESTRIAN IMPROVEMENTS PROJECT CONSTRUCTION CONTRACT WITH BURNS DIRT CONSTRUCTION INC.

2. CONSIDERATION OF ACCEPTING THE SAFE STREETS AND ROADS FOR ALL (SS4A) IMPLEMENTATION GRANT IN THE AMOUNT OF \$8,128,000.00 AND AUTHORIZATION TO ADVERTISE FOR RELATED PROFESSIONAL SERVICES WITH A MATCH OF \$2,032,000 OVER 3 YEARS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 23, 2024 FOR FISCAL YEAR ENDING 9/30/24, AND AS OF OCTOBER 1, 2024 FOR FISCAL YEAR ENDING 9/30/25, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL FOR EMPIRE TRUCK SALES, LLC TO PERFORM THE EMERGENCY REPAIR AND SERVICING FOR ENGINE 4 AT A COST OF \$7,733.87, AS PER MS CODE SECTION 31-7-13 (K), IN THAT A DELAY IN REPAIRING FIRE ENGINE 4 WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY AND ITS CITIZENS.
2. REQUEST PERMISSION TO ACCEPT THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT AWARDED BY U.S. DEPARTMENT OF TRANSPORTATION, PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN A REIMBURSEABLE AMOUNT OF \$20,949.64, WITH A MATCH OF \$4,189.93, TO BE USED FOR (4) DELL LAPTOPS, FLOW TEST KIT, AND GAS DETECTION MONITORS.
3. REQUEST AUTHORIZATION FOR KEN BRITT TO TRAVEL TO HAMMOND, LA TO ATTEND THE SMALL TOWN JOBTOWN FIRE CONFERENCE OCTOBER 16 – 19, 2024 AT AN APPROXIMATE COST OF \$950.00 (MEALS, REGISTRATION AND HOTEL).

G. HUMAN RESOURCES

1. REQUEST APPROVAL TO HIRE CHAY OSWALT AS A DIGITAL FORENSIC ANALYST, GREG SOCKWELL AS A POLICE OFFICER, AND ABIGAIL SHAW AS A DISPATCHER AT STARKVILLE POLICE.
2. REQUEST FOR AUTHORIZATION TO HIRE BAILEY WOFFORD AS WATER OPERATIONS MANAGER FOR STARKVILLE UTILITIES.
3. REQUEST AUTHORIZATION TO ASSIGN MARY WILLIAMS AS THE ENGINEERING MANAGER FOR STARKVILLE UTILITIES.
4. REQUEST AUTHORIZATION TO HIRE HEATHER WOOD AS A DEPUTY COURT CLERK IN STARKVILLE MUNICIPAL COURT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVING CHANGE ORDER #1 FOR THE TRAVIS OUTLAW CENTER FLOOR REFINISHING PROJECT IN THE AMOUNT OF A \$4,400.00 INCREASE TO THE CONTRACT WITH ROBERSON FLOOR SERVICE.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST AUTHORIZATION TO AMEND THE APRIL 16, 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 GOV DEALS WITH THE PROCEEDS GOING TOWARDS THE STATE FORFEITED FUNDS LINE ITEM.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES- ELECTRIC DIVISION.
2. REQUEST AUTHORIZATION TO DECLARE A 20' TILT TRAILER (VIN LAST 4 DIGITS: 6740) AS SURPLUS AND SELL ON GOVDEALS OR ANOTHER SURPLUS VENUE.
3. REQUEST TO APPROVE LOWEST QUOTE FROM MAGNOLIA PUMP AND EQUIPMENT TO REBUILD THE FAIRBANK MORSE PUMP MOTOR FOR THE TRIM CANE LIFT STATION IN THE AMOUNT OF \$7,439.00.
4. REQUEST AUTHORIZATION TO RENEW THE CONTRACT WITH BRISLIN, INC FOR HVAC MAINTENANCE AT THE STARKVILLE UTILITIES MAIN OFFICE AT AN ANNUAL COST OF \$5,500.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

**XVI. RECESS UNTIL OCTOBER 15, 2024 @ 5:30 IN THE COURT ROOM AT
110 WEST MAIN STREET.**

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 10-1-24
PAGE: 1 of 50

SUBJECT: Request approval of the minutes of the September 3, 2024 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the September 3, 2024 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
September 3, 2024**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on September 3, 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 attended 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 Lynn Spruill asked to add a Resolution honoring the life of Chris Taylor to Board Business. There being no objections to adding the Resolution, she called for any additional revisions to the Official Agenda. There being none, 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 Sistrunk, to approve the September 3, 2024 Official Agenda as amended with the addition of the Resolution. 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, SEPTEMBER 3, 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 AUGUST 16, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.
- V. ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS: Recognition of employees with 15, 20, 25 and 30 years of service

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

1. SECOND PUBLIC HEARING AND CONSIDERATION OF THE TAX MILLAGE FOR THE CITY OF STARKVILLE FOR THE FISCAL YEAR 2024-2025.
2. SECOND PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF THE FISCAL YEAR 2024-2025 BUDGET FOR THE CITY OF STARKVILLE.
3. PUBLIC HEARING AND CONSIDERATION OF UE 24-02: A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED CLASSROOM AT STARKVILLE HIGH SCHOOL LOCATED AT 603 YELLOW JACKET DRIVE IN AN S-E ZONING DISTRICT.
4. PUBLIC HEARING AND CONSIDERATION OF UE 24-03: A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED CLASSROOM AT EMERSON FAMILY SCHOOL LOCATED AT 1504 LOUISVILLE STREET IN AN S-E ZONING DISTRICT.
5. PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS: PROPERTIES ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.
6. PUBLIC HEARING AND CONSIDERATION OF VA 24-03: A REQUEST FOR A VARIANCE FROM FRONT SETBACK REQUIREMENTS LOCATED AT 290 TURNBERRY LANE IN AN SD-2 ZONING DISTRICT.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF RESOLUTIONS PLACING LIENS WITH THE CHANCERY CLERK AND THE OKTIBBEHA COUNTY TAX ASSESSOR ON THE FOLLOWING PROPERTIES THAT HAVE BEEN FOUND IN VIOLATION OF MISS CODE §21-19-11 AND HAVE BEEN SUBSEQUENTLY CLEANED AS AUTHORIZED BY THE CITY OF STARKVILLE BOARD OF ALDERMEN: 109-B WESTBOUND STREET, NORTH LONG STREET AND 280 WEST GARRARD ROAD.

B. CONSIDERATION OF THE EXTENSION OF THE CONTRACT WITH NARRATIVE 12 FOR ANOTHER YEAR EFFECTIVE OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025.

X. BOARD BUSINESS

A RESOLUTION OF THE BOARD OF ALDERMAN OF THE CITY OF STARKVILLE ACKNOWLEDGING THE CONTRIBUTIONS OF COMMAND SERGEANT MAJOR CHRIS TAYLOR.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE MDOT GRANT FOR THE 5% MATCH OF FAA GRANT 3-28-0068-032-2024 FOR CLEARING AND GRUBBING IN THE AMOUNT OF \$8,334.00 TO BE DIVIDED BETWEEN MSU, OKT CO AND THE CITY.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF AN ENCROACHMENT AGREEMENT TO ALLOW CONSTRUCTION AND INSTALLMENT OF COVERS OVER SIDEWALKS IN FRONT OF BUILDINGS WITHIN THE RIGHT OF WAY ON PROPERTY AT 101 GREENFIELD STREET, MORE SPECIFICALLY DESCRIBED AS SUDDUTH ELEMENTARY SCHOOL.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH TEMPLE, INC. FOR A TRAFFIC SIGNAL INVENTORY IN THE AMOUNT OF \$11,000.00.
2. CONSIDERATION OF PERMISSION TO APPLY FOR FUNDING FROM THE 2024 TRANSPORTATION ALTERNATIVES (TA) PROGRAM.
3. CONSIDERATION OF APPROVING THE LOW QUOTE FROM WILSON'S TREE SERVICE IN THE AMOUNT OF \$8,000.00 FOR TREE CUTTING.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 27, 2022 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.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION FOR EMPIRE TRUCK SALES, LLC TO PERFORM EMERGENCY REPAIRS FOR ENGINE 5 IN THE AMOUNT OF \$8,807.50 WHICH INCLUDES TOWING AND ROTOR REPLACEMENT.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE AVIS JAMES WALLACE AS AN AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE IAN MARSHALL AS A WATER TECHNICIAN I THE STARKVILLE UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE ROBERT EGUIRES AND HALEY HUNT AS CERTIFIED POLICE OFFICERS, AND RICHARD JONES AS A RESERVE POLICE CAPTAIN IN THE STARKVILLE POLICE DEPARTMENT.
4. CONSIDERATION OF DISCIPLINARY ACTION RECOMMENDED BY GENERAL MANAGER EDWARD KEMP FOR A UTILITIES DEPARTMENT EMPLOYEE.
5. REQUEST AUTHORIZATION TO HIRE THE FOLLOWING EMPLOYEES IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT: JAVION JEFFERSON, JACOB LEE AND NICHOLAS LUCIOUS AS SEASONAL SANITATION WORKERS AND

RENARDO PRATER AS A RESIDENTIAL DRIVER.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF PURCHASE OF TWO CELLULAR SECURITY CAMERAS FOR THE LOWEST QUOTE OF \$11,035.50 FROM SECURITY SOLUTIONS.

I. PARKS

1. CONSIDERATION OF APPROVAL OF THE LOWEST QUOTE FROM STRUTHERS RECREATION IN THE AMOUNT OF \$37,759.44 FOR THE GEORGE EVANS PARK PLAYGROUND PROJECT.
2. CONSIDERATION OF APPROVAL OF THE LOWEST QUOTE FROM STRUTHERS RECREATION IN THE AMOUNT OF \$37,939.03 FOR THE JOSEY PARK PLAYGROUND PROJECT.
3. CONSIDERATION OF ACCEPTING THE AGREEMENT FROM SGK LANDSCAPES IN AN AMOUNT NOT TO EXCEED \$4,200.00 FOR THE AUDIT AND REPAIR OF THE SPORTSPLEX SOCCER FIELDS IRRIGATION SYSTEM.
4. CONSIDERATION OF ACCEPTING THE QUOTE AND AGREEMENT FROM BELLA CONSTRUCTION IN THE AMOUNT OF \$1,500.00 FOR THE INSPECTION AND TESTING OF THE EXISTING J L KING SPLASHPAD.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO ENTER INTO A FIVE (5) YEAR AGREEMENT WITH AXON ENTERPRISE, INC., AS A SOLE SOURCE PROVIDER AND COMPATIBLE WITH THE EXISTING FUSUS REAL TIME INTELLIGENCE CENTER, IN THE TOTAL AMOUNT OF \$409,999.80 WITH \$74,999.80 DUE NOVEMBER 1, 2024.
- b. REQUEST PERMISSION TO APPLY FOR THE JUSTICE ASSISTANCE GRANT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, FOR EQUIPMENT IN THE AMOUNT OF \$5,000.00 WITH A CITY MATCH OF \$1,250.00.
- c. REQUEST APPROVAL TO RENEW THE ANNUAL LEADSONLINE POWERPLUS INVESTIGATION SYSTEM SERVICE PACKAGE AT A COST OF \$6,704.00 AS A SOLE SOURCE PROVIDER WHICH IS COMPATIBLE WITH EXISTING SYSTEMS.
- d. REQUEST APPROVAL TO ACCEPT A FY25 MISSISSIPPI DEPARTMENT OF HOMELAND SECURITY GRANT, A 100% REIMBURSABLE GRANT IN THE AMOUNT OF \$37,500.00 TO BE USED FOR THE PURCHASE OF THREE (3) STATIONARY AUTOMATED LICENSE PLATE READERS.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF ACCEPTING THE LOW BID FOR THE AERATOR AND ELECTRICAL PROJECT FOR THE WASTEWATER TREATMENT PLANT FROM HEMPHILL CONSTRUCTION CO., INC. IN THE AMOUNT OF \$8,900,415.00.
2. REQUEST CONSIDERATION OF UPDATING THE WATER AND SEWER RATES FOR STARKVILLE UTILITIES EFFECTIVE OCTOBER 1, 2024.
3. REQUEST APPROVAL OF RENEWING THE BARRACUDA SOFTWARE AGREEMENT IN THE AMOUNT OF \$15,090.00.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR REQUEST FOR PROPOSALS (RFP) FROM QUALIFIED ELECTRICAL CONTRACTING COMPANIES TO PROVIDE CONTRACT ELECTRIC LINE CONSTRUCTION AND MAINTENANCE WORK RELATED TO WOOD POLE REPLACEMENT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL SEPTEMBER 17, 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 – 27:

2. CONSIDERATION OF THE MINUTES OF THE AUGUST 16, 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 Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the August 16, 2024 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF RESOLUTIONS PLACING LIENS WITH THE CHANCERY CLERK AND THE OKTIBBEHA COUNTY TAX ASSESSOR ON THE FOLLOWING PROPERTIES THAT HAVE BEEN FOUND IN VIOLATION OF MISS CODE §21-19-11 AND HAVE BEEN SUBSEQUENTLY CLEANED AS AUTHORIZED BY THE CITY OF STARKVILLE BOARD OF ALDERMEN: 109-B WESTBOUND STREET, NORTH LONG STREET AND 280 WEST GARRARD ROAD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval of authorizing the lien resolutions for the placing liens on the properties that have been previously approved for cleaning and/or demolition” is enumerated, this consent item is thereby approved:

109-B Westbound Street, North Long Street and 280 West Garrard Road

**BEFORE THE MAYOR AND BOARD OF ALDERMEN
CITY OF STARKVILLE**

CITY OF STARKVILLE, MISSISSIPPI

LIENOR City of Starkville

VS.

CASE NO. 24-000373

Sylvester Robinson Estate C/O Jimmy Rush

OWNER Sylvester Robinson Estate C/O Jimmy Rush

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville gave notice of a public hearing before the governing authorities of the City of Starkville to Sylvester Robinson Estate C/O Jimmy Rush (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: Sylvester Robinson Estate C/O Jimmy Rush

Address of Owner: 3180 Lamp Post Court Decatur, GA 30034

Parcel Number: 118O-00-018.00

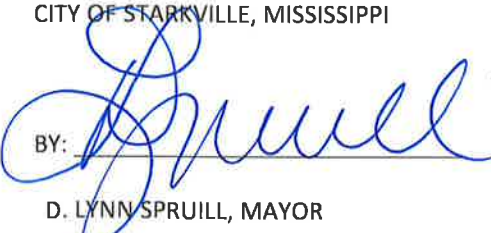
Address of Violation: N Long St (118O-00-018.00)

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on 08/20/2024 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Starkville shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.
4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on 09/03/2024, adjudicated the actual cost of lot mowing to be \$300.00. This amount is assessed as a lien on the real property described above.
5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgement lien, this assessment may be collected as a civil debt, and the City of Starkville may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The City Clerk is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Mississippi, on this, the 4th day of Sept, 2024.

CITY OF STARKVILLE, MISSISSIPPI

BY: 

D. LYNN SPRUILL, MAYOR

ATTEST: 

LESA HARDIN, CITY CLERK-CFO



STATE OF MISSISSIPPI;

COUNTY OF OKTIBBEHA;

LIEN

The City of Starkville, pursuant to Miss. Code Ann. §21-19-11(2), has declared the following described real property to be a menace to the public health, safety, and welfare of the community.

The said property located in the City of Starkville, Mississippi, owned by Sylvester Robinson Estate C/O Jimmy Rush, being more particularly described as:

North Long Street, Parcel #118O-00-018.00
(See attached **Exhibit "A"**)

Pursuant to Miss. Code Ann. §21-19-11(2), the City of Starkville adjudicated the actual cost to clean the property or a parcel of land that is one (1) acre or less at a value that does not exceed Two Hundred Fifty Dollars (\$250.00), excluding administrative costs, by Resolution attached and incorporated herein as Exhibit "B".

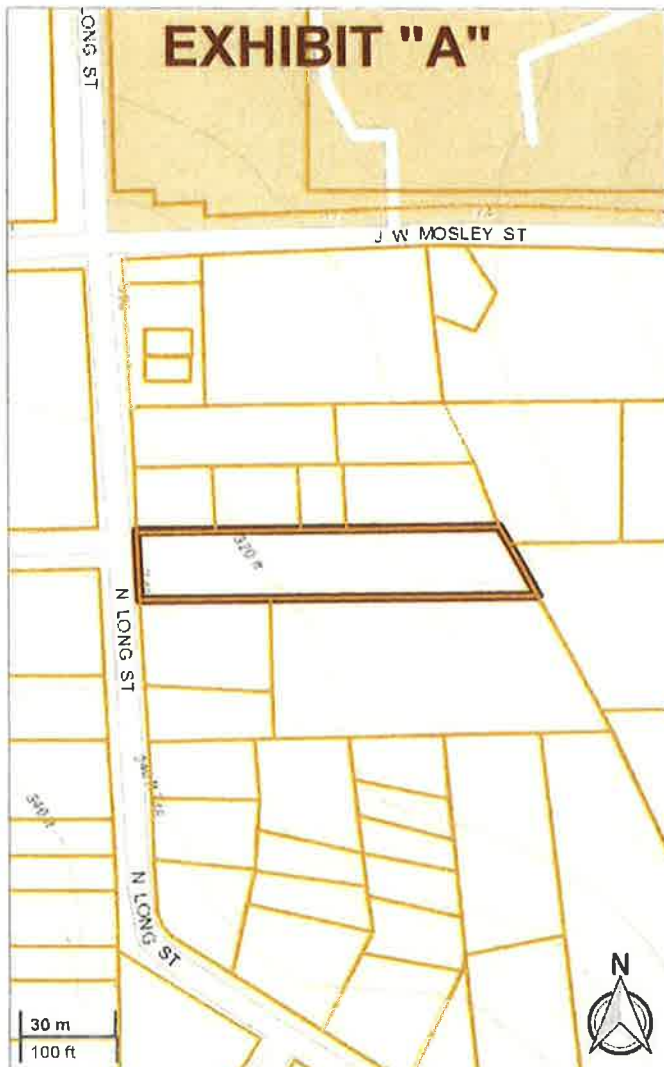
Pursuant to the authority vested by §21-19-11(4)(a), the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of \$300.00.


Lynn Spruill, Mayor


Lesa Hardin, City Clerk

8-26-24
Date

8-27-24
Date



Oktibbeha County, MS

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Oktibbeha County Tax Assessor/Collector
JoHelen Walker

101 E. Main Street Ste. 103
39759 Starkville, MS
662-323-1273
Fax: 662-338-1066
Date Printed: 8/28/2024

PPIN	11680
1180-00-018.00	
OWNER NAME	ROBINSON SYLVESTER ESTATE
ADDRESS	C/O JIMMY RUSH
ADDRESS2	3180 LAMP POST COURT
STATE	GA
ZIP	30034
SECTION	34
RANGE	19N
LEGAL	14E
LEGAL2	LOT 16 CITY BLOCK 16
TAX_MAP	5110
BLK	BB
CULT_A01	0
CULT_A02	0
URGRD_A01	0
URGRD_A02	0
TOTAL_A0	0
CULT_VAL1	0
CULT_VAL2	10000
URGRD_VAL1	0
URGRD_VAL2	0
URGRD_VAL3	10000
IMP_VAL1	0
IMP_VAL2	0
TOTALVALUE	10000
EXEMPTED	0
HOMESTEAD	
DEED BOOK	
DEED PAGE	
DEED DATE	
STATUS	0

EXHIBIT 'B'**N. Long Street**

Employees		Equipment used	
Andrew McDaniel		Lawn mower	
Ralph Weeks		Tractor	
Employee Labor Total:		\$	250.00
Administrative Fee:		\$	50.00
Main Total:		\$	300.00



**BEFORE THE MAYOR AND BOARD OF ALDERMEN
CITY OF STARKVILLE**

CITY OF STARKVILLE, MISSISSIPPI

LIENOR City of Starkville

VS.

CASE NO. 24-000351

John E King Etal and Kathy King

OWNER John E King Etal and Kathy King

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville gave notice of a public hearing before the governing authorities of the City of Starkville to John E King Etal and Kathy King (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: John E King Etal and Kathy King

Address of Owner: 309 Reed Rd, Apt 724, Starkville, MS 39759

Parcel Number: 118-27-021.00

Address of Violation: 280 W Garrard Rd

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on 08/20/2024 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Starkville shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.
4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on 09/03/2024, adjudicated the actual cost of lot mowing to be \$ 300.00. This amount is assessed as a lien on the real property described above.
5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgement lien, this assessment may be collected as a civil debt, and the City of Starkville may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The City Clerk is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Mississippi, on this, the 4th day of Sept, 2024.

CITY OF STARKVILLE, MISSISSIPPI

BY: 
D. LYNN SPRUILL, MAYOR

ATTEST: 
LESA HARDIN, CITY CLERK/CFO





Book:2024 Page:77-79

Liens

RCD: 08/27/2024 @08:36:39 AM

Oktibbeha County, MS

Sharon Livingston Chancery Clerk

STATE OF MISSISSIPPI;

COUNTY OF OKTIBBEHA;

LIEN

The City of Starkville, pursuant to Miss. Code Ann. §21-19-11(2), has declared the following described real property to be a menace to the public health, safety, and welfare of the community.

The said property located in the City of Starkville, Mississippi, owned by John E King Etal and Kathy King, being more particularly described as:

280 West Garrard Road, Parcel #118-27-021.00

(See attached **Exhibit "A"**)

Pursuant to Miss. Code Ann. §21-19-11(2), the City of Starkville adjudicated the actual cost to clean the property or a parcel of land that is one (1) acre or less at a value that does not exceed Two Hundred Fifty Dollars (\$250.00), excluding administrative costs, by Resolution attached and incorporated herein as Exhibit "B".

Pursuant to the authority vested by §21-19-11(4)(a), the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of \$300.00.

Lynn Spruill, Mayor

Lesa Hardin, City Clerk

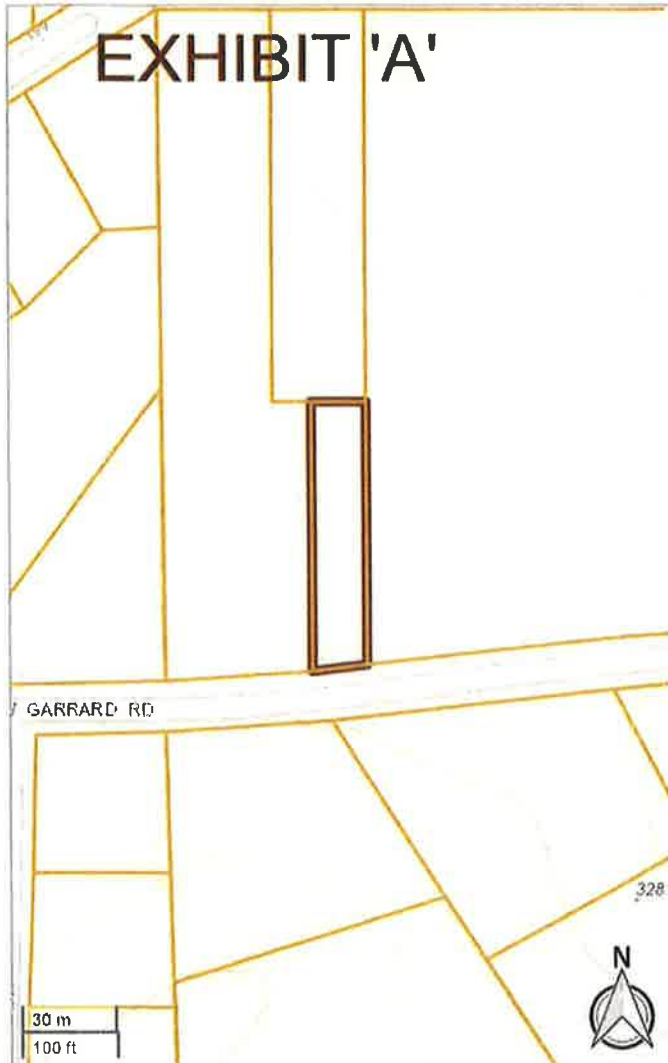
8-26-24

Date

8.26.24

Date

EXHIBIT 'A'



Oktibbeha County, MS

Oktibbeha County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Oktibbeha County Land Records GIS and is maintained for the internal use of the County. The County of Oktibbeha and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Oktibbeha County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Oktibbeha County Tax Assessor/Collector
JoHelen Walker

101 E. Main Street Ste. 103
39759 Starkville, MS
662-323-1273
Fax: 662-338-1066
Date Printed: 8/28/2024

PPPL	15679
SECTION	11B -27-021.00
OWNER NAME	KING JOHN E ETAL
ADDRESS	C/O KATHY KING
ADDRESS2	309 REED RD APT 724
CITY	STARKVILLE
STATE	MS
ZIP	39759
SECTION	27
TOWNSHIP	19N
RANGE	14E
COUNTY	S2 SE4 NW4
LEGAL3	
TAX_DIST	2110
ACRES	88
CULT_ACR	0.51
UNCULT_ACR	0
CRS1_ACR	0
TOTAL_ACR	0.51
CULT_VAL1	6610
CRS1_VAL1	0
UNCULT_VAL1	0
CRS1_VAL2	0
CRS1_VAL3	0
CRS1_VAL4	0
CRS1_VAL5	0
CRS1_VAL6	0
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EXHIBIT 'B'

280 W. Garrard Road

Employees		Equipment used	
Andrew McDaniel		Lawn mower	
Employee Labor Total:	\$	250.00	
Administrative Fee:	\$	50.00	
Main Total:	\$	300.00	



4. CONSIDERATION OF THE EXTENSION OF THE CONTRACT WITH NARRATIVE 12 FOR ANOTHER YEAR EFFECTIVE OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the contract extension with Narrative 12 for marketing and social media engagement for fiscal year 2024-2025” is enumerated, this consent item is thereby approved. (The contract follows this page.)

5. CONSIDERATION TO ACCEPT THE MDOT GRANT FOR THE 5% MATCH OF FAA GRANT 3-28-0068-032-2024 FOR CLEARING AND GRUBBING IN THE AMOUNT OF \$8,334.00 TO BE DIVIDED BETWEEN MSU, OKT CO AND THE CITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval to accept the MDOT portion of the FAA Grant 3-28-0068-032-2024 for clearing and grubbing in the amount of \$8,334.00 at George M. Bryan Field” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF AN ENCROACHMENT AGREEMENT TO ALLOW CONSTRUCTION AND INSTALLMENT OF COVERS OVER SIDEWALKS IN FRONT OF BUILDINGS WITHIN THE RIGHT OF WAY ON PROPERTY AT 101 GREENFIELD STREET, MORE SPECIFICALLY DESCRIBED AS SUDDUTH ELEMENTARY SCHOOL.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval of an Encroachment Agreement to allow construction and installment of covers over sidewalks in front of buildings within the right of way on property at 101 Greenfield St., more specifically described as Sudduth Elementary School” is enumerated, this consent item is thereby approved. (Encroachment Agreement follows the Narrative 12 contract.)

7. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH TEMPLE, INC. FOR A TRAFFIC SIGNAL INVENTORY IN THE AMOUNT OF \$11,000.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a professional services contract with Temple, Inc. for a Traffic Signal Inventory in the amount of \$11,000.00” is enumerated, this consent item is thereby approved. This professional services contract is for preparing a complete inventory of all traffic signal equipment on all signalized intersections within the City Limits. This inventory will help prioritize capital improvement projects for the City’s traffic signals.

8. CONSIDERATION TO APPLY FOR FUNDING FROM THE 2024 TRANSPORTATION ALTERNATIVES (TA) PROGRAM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval to apply for funding from the 2024 Transportation Alternatives (TA) Program” is enumerated, this consent item is thereby approved. The vision for this application is to apply for the remainder of the Spring Street connector, which is from Highway 12 to Russell Street. The Highway 12/Spring Street intersection has recently been completed and the portion from the intersection to Locksley Way is 90% complete on design and will bid at the end of 2024. Funding for TA projects requires a 20% Local Match for the cost of the project.

We are pleased to confirm the terms on which *Narrative12* will act as a marketing and public relations firm of record for the City of Starkville, for purposes of this document referred to as the City.

I. *NARRATIVE12* RESPONSIBILITIES AND COMPENSATION

- A. *Narrative12* will perform the services customarily performed by an advertising, public relations, and marketing company as directed by the City of Starkville. This contract is specifically created to focus on the planning and execution of social media platforms and a comprehensive public information initiative with a budget of \$4,500 per month.

The deliverables outlined above do not include:

- Printing/design costs
- Talent fees
- Stock images
- Music rights
- Media/advertising placements
- Photography
- Audio/video production costs
- Mailing costs
- Travel expenses
- Web hosting
- Meeting room rentals

- B. Social 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 relevant stories that yield audience engagement and drive traffic to the City's website. Placements shall include a minimum of three Facebook along with two Instagram and Twitter posts per week.
- C. *Narrative12* will be compensated for the performance of its services on a fee basis over the length of this agreement from October 1, 2024 through September 30, 2025. This fee is to be paid in monthly installments based on billings issued at the end of each month.
- D. Any projects outside the scope of this agreement (such as slide shows, special videos, etc.) will be billed separately at rates agreed upon prior to the beginning of any work.
- E. *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 the City. For purposes of this agreement, "confidential information" shall mean any information imparted to *Narrative12* by the City of Starkville or derived from such information or developed by *Narrative12* in connection with the services to be performed under this agreement.

- F. *Narrative12* recognizes the City of Starkville's reservation of the right, in *Narrative12*'s discretion, to modify, reject or cancel or discontinue any plans, schedules or works in progress; and in such event *Narrative12* will immediately take proper steps to carry out the City's instructions. The City of Starkville agrees, however, to pay 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 the City.

II. APPROVALS

- A. *Narrative12* will obtain approval from the City before doing any of the following:

1. Adopting a marketing strategy for services or products.
2. Preparing a marketing campaign.
3. Developing or placing messages to City of Starkville 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 City mayor, unless or until others are designated in writing.
- C. It is understood that the City of Starkville reserves the right to modify, revise or cancel any plans, schedules or work. In the event the City 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, the City 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 the City of Starkville are involved, *Narrative12* will obtain specific written approval before making commitments.

III. BILLING AND PAYMENTS

A. Billings to the City of Starkville 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 the City of Starkville.
3. The City of Starkville will reimburse *Narrative12* at net cost for all reasonable travel and living expenses incurred by *Narrative12* staff in servicing the City account hereunder, subject to *Narrative12* obtaining prior approval from the City 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 the City of Starkville) until paid for and executed as provided in this agreement, when they shall become the sole and exclusive property of the City. *Narrative12* retains the right to reference and display the work products done for the City of Starkville for *Narrative12*'s own promotional purposes.
- B. *Narrative12* 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 *Narrative12* on behalf of the City of Starkville or disclosed by the City to *Narrative12*.

V. INDEMNIFICATION

- A. *Narrative12*'s appointment under this agreement will be effective from October 1, 2024 through September 30, 2025. 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, the City of Starkville or *Narrative12* will provide a 30-day notice of termination. The respective rights and responsibilities of the City 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 the City of Starkville or *Narrative12* considering changing business circumstances. If at any point the City 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 the City and *Narrative12* will continue in force during the notice period.

- C. Upon receipt of termination, *Narrative12* shall submit to the City of Starkville a written report of all current and future jobs. The City shall thereupon authorize *Narrative12* in writing which jobs shall be brought to completion.
- D. Should termination occur, *Narrative12* will bill the City of Starkville for all amounts remaining due under this agreement (to the extent it has not done so already) and the City will pay such amounts within 30 days. All property and materials in the possession of *Narrative12* and previously paid for or owned by the City shall be transferred to City 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

By: 
Checky Herrington
Principal

Date: 8/27/24

City of Starkville

By: 
Lynn Spruill
Mayor

Date: 9.3.2024

STREET RIGHT OF WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Starkville Oktibbeha Consolidated School District (hereinafter "**SCHOOL DISTRICT**"), and **CITY OF STARKVILLE, MISSISSIPPI** (hereinafter "**CITY**").

WITNESSETH:

WHEREAS, the **SCHOOL DISTRICT** desires to construct and install covers over sidewalks in front of the buildings on property 101 Greenfield Street, Starkville, Mississippi, more specifically described as being located at Sudduth Elementary School.

WHEREAS, the **SCHOOL DISTRICT** and **CITY**, are aware that the new installation is constructed on the right of way in an area on sidewalks in front of Sudduth Elementary School; as reflected on the attached Exhibit "A" and made part of this agreement; and

WHEREAS, the **SCHOOL DISTRICT** and the **CITY**, both having been made aware of the proposed right of way encroachment, desire to provide for the permissive use thereof.

NOW, THEREFORE, in consideration of the **CITY** allowing the **SCHOOL DISTRICT** to construct and maintain covered sidewalks in the above-described right of way, the **SCHOOL DISTRICT** and **CITY** do mutually agree and covenant as follows:

The **SCHOOL DISTRICT** agrees to bear the expense of any relocation or adjustment as deemed necessary by the **CITY** to sewers, public improvements and utilities made necessary by the encroachment of said structure in the existing right of way, excepting relocations or adjustments mutually agreed upon by the parties.

The **CITY** will not be responsible for any damage to said area in the existing right of way.

The **SCHOOL DISTRICT** agrees to indemnify, defend, and hold harmless the **CITY** and its employees, agents, and representatives from any loss, damage, inconvenience, injury, loss of business, claim, judgement, or any other expense, including attorney fees, brought against the **CITY** or its employees, agents, or representatives relating to said structure and any damages caused by the **SCHOOL DISTRICT**, its employees, agents and representatives, to the extent allowed by law.

The **SCHOOL DISTRICT** agrees to assume full and complete responsibility for any and all damage to the **CITY's** right of way, easement, public improvements, drainage facilities, sanitary sewers or public utilities during construction, repairs and maintenance of the said covered sidewalks caused by the **SCHOOL DISTRICT** and/or contractors, subcontractors or other entities doing work for the **SCHOOL DISTRICT** relating to the covered sidewalk plan and future work in the **CITY's** right of way.

The **SCHOOL DISTRICT** agrees to pay for the recordation of this agreement and any plats or plans that may be attached.

The **SCHOOL DISTRICT** shall be solely responsible for any and all damage and/or injuries caused by it, relating to, or resulting from the covered sidewalks.

The **SCHOOL DISTRICT** agrees to furnish, on demand of the **CITY**, satisfactory evidence that it has the lawful right to enter into this agreement for the purposes herein contained, and said agreement is subject to the approval of said City Attorney and City Board.

The **SCHOOL DISTRICT** hereby agrees that this agreement shall run with the land and shall be binding on the successors and assigns of the **SCHOOL DISTRICT**.

Execution of this instrument shall in no way be interpreted by the **SCHOOL DISTRICT** as a relinquishment by the **CITY** of said right of way, and the **CITY** specifically retains all of its lawful rights and powers associated therewith.

This Agreement shall be null and void if any future improvements or alterations are made to the covered sidewalks located inside of the **CITY's** right of way without written permission by the **CITY** through the City Planner's office.

This Agreement was given approval by the Mayor and Board of Aldermen at a meeting held on the 3rd day of September, 2024.

IN WITNESS WHEREOF, the parties have executed this agreement this the _____ day of _____, 2024.

STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT:

Starkville Oktibbeha Consolidated School District

CITY OF STARKVILLE, MISSISSIPPI:

Lesa Hardin
Lesa Hardin, City Clerk

Lynn Spruill
Lynn Spruill, Mayor

9. CONSIDERATION OF APPROVING THE LOW QUOTE FROM WILSON'S TREE SERVICE IN THE AMOUNT OF \$8,000.00 FOR TREE CUTTING.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the low quote from Wilson's Tree Service in the amount of \$8,000.00 for tree cutting" is enumerated, this consent item is thereby approved.



24054- Tree Cutting

Quote Tabulation -8/29/24

Base Quote				Pinion Tree Care		Tree Huggers LLC		Vickers Tree Service		LOW QUOTE Wilson's Tree Service	
Line Number	Pay Item	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Cut and haul off 5 trees on Whitfield St. Grind Stumps and haul off shavings	1.0	LS	\$ 9,000.00	\$ 9,000.00	\$ 6,200.00	\$ 6,200.00	\$ 10,690.00	\$ 10,690.00	\$ 4,500.00	\$ 4,500.00
Add Alt. No. 1											
2	Cut and haul off 1 tree on S Montgomery St near Fairfield St. Grind stump and haul off shavings.	1.0	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 7,312.50	\$ 7,312.50	\$ 2,000.00	\$ 2,000.00
Add Alt. No. 2											
3	Cut and haul off 1 tree on S Montgomery St near Pine Grove Cir. Grind stump and haul off shavings	1.0	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00	\$ 3,510.00	\$ 3,510.00	\$ 1,500.00	\$ 1,500.00
				Base + Add Alt. No. 1 + Add Alt. No. 2 =	\$ 13,000.00	Base + Add Alt. No. 1 + Add Alt. No. 2 =	\$ 9,000.00	Base + Add Alt. No. 1 + Add Alt. No. 2 =	\$ 21,512.50	Base + Add Alt. No. 1 + Add Alt. No. 2 =	\$ 8,000.00

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

Steph Kacheln

10. CONSIDERATION OF EMPIRE TRUCK SALES, LLC TO PERFORM EMERGENCY REPAIRS FOR ENGINE 5 IN THE AMOUNT OF \$8,807.50 WHICH INCLUDES TOWING AND ROTOR REPLACEMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the "approval of emergency authorization, as per MS Code Section 31-7-13 (K) that a delay in repairing Fire Engine 5 would be detrimental to the interest of the governing authority, for Empire Truck Sales, LLC in Columbus, MS to perform emergency repairs in the amount of \$8,807.50 which includes towing and rotor replacement" is enumerated, this consent item is thereby approved. Empire was the nearest dealer which could quickly perform the repairs.

11. CONSIDERATION TO HIRE AVIS JAMES WALLACE AS AN AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the "approval to hire Avis James Wallace as an Aircraft Lineman (FBO)" is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE IAN MARSHALL AS A WATER TECHNICIAN I THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the "approval to hire Ian Marshall as a Water Technicians I the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE ROBERT EGUIRES AND HALEY HUNT AS CERTIFIED POLICE OFFICERS, AND RICHARD JONES AS A RESERVE POLICE CAPTAIN IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Robert Eguires and Haley Hunt as Certified Police Officers, and Richard Jones as a Reserve Police Captain” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF DISCIPLINARY ACTION RECOMMENDED BY GENERAL MANAGER EDWARD KEMP FOR A UTILITIES DEPARTMENT EMPLOYEE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval of disciplinary action recommended by General Manager Edward Kemp for a Utilities Department employee” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE THE FOLLOWING EMPLOYEES IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT: JAVION JEFFERSON, JACOB LEE AND NICHOLAS LUCIOUS AS SEASONAL SANITATION WORKERS AND RENARDO PRATER AS A RESIDENTIAL DRIVER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire the following employees in the Sanitation & Environmental Services Department: Javion Jefferson, Jacob Lee and Nicholas Lucious as Seasonal Sanitation Workers and Renardo Prater as a Residential Driver” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO PURCHASE TWO CELLULAR SECURITY CAMERAS FOR THE LOWEST QUOTE OF \$11,035.50 FROM SECURITY SOLUTIONS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval to purchase two cellular security cameras for the lowest quote price of \$11,035.50 from Security Solutions” is enumerated, this consent item is thereby approved.

Two quotes received: Security Solutions - \$11,035.50 and Active Solutions - \$13,664.37

17. CONSIDERATION OF APPROVAL OF THE LOWEST QUOTE FROM STRUTHERS RECREATION IN THE AMOUNT OF \$37,759.44 FOR THE GEORGE EVANS PARK PLAYGROUND PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Struthers Recreation in the amount of \$37,759.44 for the George Evans Park Playground Project” is enumerated, this consent item is thereby approved. This project includes a playground border, wood fiber safety surfacing, ADA ramp, playground equipment, and installation.

Two quotes received: Struthers Recreation - \$37,759.44 and Magnolia Recreation - \$49,764.00

18. CONSIDERATION OF THE LOWEST QUOTE FROM STRUTHERS RECREATION IN THE AMOUNT OF \$37,939.03 FOR THE JOSEY PARK PLAYGROUND PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Struthers Recreation in the amount of \$37,939.03 for the Josey Park Playground Project” is enumerated, this consent item is thereby approved. This project for Josey Park includes a playground border, wood fiber safety surfacing, ADA ramp, playground equipment, and installation.

Two quotes received: Struthers Recreation - \$37,939.03 and Magnolia Recreation - \$49,299.00

19. CONSIDERATION TO ACCEPT THE QUOTE FROM SGK LANDSCAPES IN AN AMOUNT NOT TO EXCEED \$4,200.00 FOR THE AUDIT AND REPAIR OF THE SPORTSPLEX SOCCER FIELDS IRRIGATION SYSTEM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the quote from SGK Landscapes in the amount not to exceed \$4,200.00 for the audit and repair of the Sportsplex Soccer Fields irrigation system” is enumerated, this consent item is thereby approved. This scope of work includes the audit of the existing irrigation system to determine the extent of repairs needed along with making those repairs up to the not to exceed project budget.

20. CONSIDERATION TO ACCEPT THE QUOTE AND AGREEMENT FROM BELLA CONSTRUCTION IN THE AMOUNT OF \$1,500.00 FOR THE INSPECTION AND TESTING OF THE EXISTING J L KING SPLASHPAD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval of accepting the quote from Bella Construction in the amount of \$1,500.00 for the inspection and testing of the existing J L King splashpad” is enumerated, this consent item is thereby approved. This consists of pressure testing, inspection of all fittings, cycling of the valves, setting spray levels, and testing all solenoids along with winterizing the existing J L King splashpad system.

21. CONSIDERATION TO ENTER INTO A FIVE (5) YEAR AGREEMENT WITH AXON ENTERPRISE, INC., AS A SOLE SOURCE PROVIDER AND COMPATIBLE WITH THE EXISTING FUSUS REAL TIME INTELLIGENCE CENTER, IN THE TOTAL AMOUNT OF \$409,999.80 WITH \$74,999.80 DUE NOVEMBER 1, 2024.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a five (5) year agreement with Axon Enterprise, Inc., as a sole source provider and compatible with the existing FUSUS Real Time Intelligence Center, in the amount of \$409,999.80” is enumerated, this consent item is thereby approved.

Year 1 – due November 2024 - \$74,999.80
Year 2 – due November 2025 - \$80,000.00
Year 3 – due November 2026 - \$85,000.00
Year 4 – due November 2027 - \$85,000.00
Year 5 – due November 2028 - \$85,000.00

22. CONSIDERATION TO APPLY FOR THE JUSTICE ASSISTANCE GRANT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, FOR EQUIPMENT IN THE AMOUNT OF \$5,000.00 WITH A CITY MATCH OF \$1,250.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval TO APPLY FOR the Justice Assistance Grant with the State of Mississippi, Department of Public Safety, for equipment in the amount of \$5,000.00, with a city match of \$1,250.00” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO RENEW THE ANNUAL LEADSONLINE POWERPLUS INVESTIGATION SYSTEM SERVICE PACKAGE AT A COST OF \$6,704.00 AS A SOLE SOURCE PROVIDER WHICH IS COMPATIBLE WITH EXISTING SYSTEMS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval to renew the annual Leadsonline Powerplus Investigation System service package at a cost of \$6,704.00 as a sole source provider which is compatible with existing systems” is enumerated, this consent item is thereby approved.

24. CONSIDERATION TO ACCEPT A FY25 MISSISSIPPI DEPARTMENT OF HOMELAND SECURITY GRANT, A 100% REIMBURSABLE GRANT IN THE AMOUNT OF \$37,500.00 TO BE USED FOR THE PURCHASE OF THREE (3) STATIONARY AUTOMATED LICENSE PLATE READERS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval to accept a 100 % reimbursable FY25 Mississippi Department of Homeland Security grant, in the amount of \$37,500.00 to be used for the purchase of three (3) stationary automated license plate readers” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO ACCEPT THE LOW BID FOR THE AERATOR AND ELECTRICAL PROJECT FOR THE WASTEWATER TREATMENT PLANT FROM HEMPHILL CONSTRUCTION CO., INC. IN THE AMOUNT OF \$8,900,415.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the low bid for the Aeration Improvements project from Hemphill Construction Company, Inc. in the amount of \$8,900,415.00 and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

Two Bids Received: Hemphill Construction Co., Inc. - \$8,900,415.00 and Mark Johnson Construction, LLC - \$11,734,600.00

26. CONSIDERATION TO RENEW THE BARRACUDA SOFTWARE IN THE AMOUNT OF \$15,090.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval to renew Barracuda Software Agreement in the amount of \$15,090.00” is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO ADVERTISE FOR REQUEST FOR PROPOSALS (RFP) FROM QUALIFIED ELECTRICAL CONTRACTING COMPANIES TO PROVIDE CONTRACT ELECTRIC LINE CONSTRUCTION AND MAINTENANCE WORK RELATED TO WOOD POLE REPLACEMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the September 3, 2024 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Request for Proposals (RFP) from qualified electrical contracting companies to provide contract electric line construction and maintenance work related to wood pole replacement” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill recognized the following employees with 15, 20, 25 and 30 years of service:

Lt Kenneth Watkins -15, Sgt George Coleman – 25, Assistant Police Chief Henry Stewart – 30, Fire Training Chief Brian Arnett – 20, Captain Sam Wilkes – 20, Lt Brian Clark – 25 and Airport Director Rodney Lincoln – 20.

The Mayor also announced the receipt of the SS4A grant by the City. She noted it is a MDOT grant in the amount of 8.1 million to be used toward the Garrard and Hwy 12 intersection.

BOARD OF ALDERMEN COMMENTS:

Vice-Mayor Perkins recognized the Mayor for her efforts to secure grants and other City funding sources.

Alderman Vaughn thanked all that worked on the application and work to obtain this SS4A grant.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed confusion over the new format of the utilities bill. He also stated Starkville will miss Chris Taylor.

Carol Jones, mother of former City employee Derrik Ware, asked to speak to someone in Human Resources.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

SECOND PUBLIC HEARING AND CONSIDERATION OF THE TAX MILLAGE FOR THE CITY OF STARKVILLE FOR THE FISCAL YEAR 2024-2025.

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

28. CONSIDERATION OF THE TAX MILLAGE FOR THE CITY OF STARKVILLE FOR THE FISCAL YEAR 2024-2025.

Alderman Beatty, duly seconded by Alderman Moreland, offered a motion for the Board of Aldermen to approve the following Resolution setting the millage rate for the fiscal year 2024 for the City of Starkville, MS to 32.00 mills. 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.

**RESOLUTION SETTING THE MILLAGE RATE FOR THE FISCAL YEAR 2025
FOR THE CITY OF STARKVILLE, MISSISSIPPI**

WHEREAS, the City of Starkville shall in accordance with the requirements of the State of Mississippi set its millage rate and adopt a budget for each of its operating years at a time and in a manner set forth by law;

WHEREAS, Miss. Code Ann. §21-33-45 states that the governing authority of the municipality shall by resolution set the tax rate for the taxing district; and

WHEREAS, the Board of Aldermen of the City of Starkville has determined and has so publicly noticed that the millage rate for the fiscal year 2025 will be set at the rate of 32.00 mills. Of that 32.00 mills, 22.46 mills will be designated for general revenue purposes and improvements, 8.55 mills for Municipal Bonds and Interest thereon pursuant to Miss. Code Ann. §21-33-45, 0.25 mills for the Starkville Fire Department pursuant to Miss. Code Ann. §83-1-37(5), and 0.74 mills for the Starkville Library pursuant to Miss. Code Ann. §39-3-7 for a total of 32.00 mills; and

NOW THEREFORE, BE IT RESOLVED, by Mayor D. Lynn Spruill and the Board of Aldermen of the City of Starkville to:

Hereby levy upon each dollar of assessed valuation, including motor vehicles, appearing on the Assessment Roll of the City of Starkville, Mississippi, except as to such value as may be exempt by law, as follows, pursuant to the authority of Section 21-33-45 of the Mississippi Code of 1972 as amended:

TOTAL LEVY FOR GENERAL REVENUE PURPOSES AND GENERAL IMPROVEMENTS: 32.00 MILLS

There is hereby levied upon each dollar of assessed valuation in the designated Downtown Business District 2 mills for the purpose of providing parking facilities and making other improvements to develop and promote the growth of said Downtown Business District pursuant to the authority of Senate Bill number 1601.969 Extraordinary session of the Mississippi Legislature.

TOTAL LEVY FOR DOWNTOWN BUSINESS DISTRICT: 2.00 MILLS

Signed and Sealed, this, the 3rd day of September, 2024.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Attest: _____
Lesa Hardin, City Clerk / CFO

CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

I, Lesa Hardin, clerk for the City of Starkville, MS hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Mayor and Board of Aldermen of the City of Starkville, MS on the 3rd day of September, 2024, in a regular meeting held at 5:30 p.m. in the Municipal Court Room of Starkville City Hall.

City Clerk / CFO

SECOND PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF THE FISCAL YEAR 2024-2025 BUDGET FOR THE CITY OF STARKVILLE.

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

29. CONSIDERATION OF THE ADOPTION OF THE RESOLUTION ADOPTING THE FISCAL YEAR 2024-2025 BUDGET FOR THE CITY OF STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion approving the adoption of the Resolution adopting the FY2024 – 2025 Budget. 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: Yea

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI ADOPTING THE ANNUAL BUDGET FOR FY25

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, (the "Board" of the "City"), acting for and on behalf of the City, hereby find, determine and adjudicate as follows:

1. The City has prepared a complete budget of the municipal revenues, expenses, and working cash balances estimated for the next fiscal year, and a statement showing the aggregate revenues collected by the City during the current year for municipal purposes, pursuant to Miss. Code Ann. § 21-35-5.
2. The City’s budget, containing the statement of said revenues, expenses, and working cash balances, has been noticed and published pursuant to the requirements of Miss. Code Ann. § 21-35-5.
3. The City has held at least one public hearing on the proposed annual budget, providing the general public with the opportunity to comment on the taxing and spending plan incorporated in the proposed budget, pursuant to the requirements of Miss. Code. Ann. § 21-35-5.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The City of Starkville hereby adopts its annual budget for FY 2025 as noticed, published, and presented to the Board of Aldermen during its regular meeting on September 3, 2024, and which is attached and incorporated hereto as if fully referenced herein, pursuant to Miss. Code Ann. § 21-35-9.

Alderman Sistrunk moved and Alderman Beatty seconded the motion to adopt the foregoing resolution, and the question being put to a vote, the result was 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: yea

The measure having received the affirmative vote of a majority of the members present; the Mayor declared the motion carried and adopted this day of September 3, 2024.

**THE CITY OF STARKVILLE, MISSISSIPPI
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
FOR FISCAL YEAR ENDED SEPTEMBER 30, 2025
(ADOPTED SEPTEMBER 3, 2024)**

ACCOUNT NUMBER	ACCOUNT TITLE	Final Budget For Fiscal Year 2025	Estimated Total For Fiscal Year 2024
	REVENUES	BUDGET AMOUNT	ESTIMATED AMOUNT
001-000-220	Licenses & Permits	379,500	428,000
	Inter-Governmental Revenues:		
	Federal Grants	15,000	476,065
	Federal Shared Revenues	-	-
230	State Grants	105,000	129,821
241	Payments in Lieu of Taxes	813,700	857,944
260	State Shared Revenues-UNRESTRICTED	11,457,500	10,636,382
	RESTRICTED	-	-
270	Grants from Local Gov't Units	1,011,000	1,110,839
330	Fines & Forfeits	689,000	675,000
340	Miscellaneous - UNRESTRICTED	944,600	1,155,496
	RESTRICTED	6,400	5,250
360	Charges for Services	37,000	35,187
380	Transfers and Non Revenue Receipts	1,467,500	1,409,021
	TOTAL FROM ALL SOURCES OTHER THAN TAXATION	16,926,200	16,919,005
	 Cash Balance At Beginning of Year (Unrestricted)	 3,000,000	 2,750,000
	 TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	 19,926,200	 19,669,005
	Amount Necessary to be Raised by		
	Tax Levy	10,495,000	10,075,085
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	30,421,200	29,744,090

EXPENDITURES

General Government

001-XXX-400	Personnel Services	3,216,005	2,854,525
500	Supplies	43,250	42,358
600	Contractual Services	1,311,523	1,004,489
700	Grants, Subsidies, and Allocations	4,500	62,761
800	Debt Service	180,705	-
900	Capital Outlay	48,000	139,002
990	Transfers	940,500	831,722
	TOTAL GENERAL GOVERNMENT	5,744,483	4,934,857

POLICE DEPARTMENT

001-20X-400	Personnel Services	6,605,717	5,966,448
500	Supplies	525,500	544,000
600	Contractual Services	1,016,960	797,500
700	Grants, Subsidies, and Allocations	-	63,990
800	Debt Service	77,700	-
900	Capital Outlay	70,000	149,900
	TOTAL POLICE DEPARTMENT	8,295,877	7,521,838

DISPATCHERS

001-245-400	Personnel Services	369,215	324,298
500	Supplies	1,000	1,594
600	Contractual Services	2,500	3,505
	TOTAL DISPATCH	372,715	329,397

FIRE DEPARTMENT

001-26X-400	Personnel Services	4,602,685	4,273,140
500	Supplies	138,100	110,000
600	Contractual Services	307,720	310,000
700	Grants, Subsidies, and Allocations	-	213,271
800	Debt Service	219,475	226,385
900	Capital Outlay	72,500	35,000
	TOTAL FIRE DEPARTMENT	5,340,480	5,167,796

BUILDING/CODES OFFICE

001-281-400	Personnel Services	295,475	261,272
500	Supplies	7,600	3,000
600	Contractual Services	22,250	16,500
800	Debt Service	-	-
900	Capital Outlay	100	-
	TOTAL BUILDING/CODES OFFICE	325,425	280,772

CIVIL DEFENSE/WARNING SYSTEM

001-290-500	Supplies	-	-
600	Contractual Services	20,500	19,200
900	Capital Outlay	60,000	-
	TOTAL CIVIL DEFENSE	80,500	19,200

STREET DEPARTMENT

001-301-400	Personnel Services	1,076,775	1,000,237
500	Supplies	262,000	260,000
600	Contractual Services	639,855	550,000
700	Grants, Subsidies, and Allocations	-	-
800	Debt Service	31,215	32,212
900	Capital Outlay/Construction	75,000	14,443
	TOTAL STREET DEPARTMENT	2,084,845	1,856,892

ANIMAL CONTROL

001-360-400	Personnel Services	114,415	94,342
500	Supplies	6,500	4,700
600	Contractual Services	6,600	5,250
	TOTAL ANIMAL CONTROL	127,515	104,292

PARKS & RECREATION

001-550-400	Personnel Services	-	-
500	Supplies	-	-
600	Contractual Services	1,878,000	1,725,574
800	Debt Service	-	-
	TOTAL PARKS & RECREATION	1,878,000	1,725,574

CAPITAL PROJECTS

001-600-700	Grants, Subsidies, and Allocations	-	-
900	Capital Outlay	-	100,325
	TOTAL CAPITAL PROJECTS	-	100,325

DEBT SERVICE

001-800-800	Debt Service	-	11,440
	TOTAL DEBT SERVICE	-	11,440

INTERFUND TRANSFERS

001-990	Transfer to Capital Projects Fund	425,000	670,255
	Transfer to Debt Service Fund	2,746,360	2,706,300
	TOTAL INTERFUND TRANSFERS	3,171,360	3,376,555

TOTAL GENERAL FUND EXPENDITURES 27,421,200 25,428,938

Year End Balance (Unrestricted) 3,000,000 4,315,152

TOTAL EXPENDITURES AND YEAR END BALANCE 30,421,200 29,744,090

RESTRICTED POLICE FUND**REVENUE**

002-000-230	FINES AND FOREITS	13,000	15,524
354	MISCELLANEOUS	-	3,460
	TOTAL ALL SOURCES OTHER THAN TAXATION	13,000	18,984

Cash Balance at Beginning of Year	10,000	5,148
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TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	23,000	24,132
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TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	23,000	24,132
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EXPENDITURES

002-560-500	Supplies	9,000	9,775
600	Contractual Services	-	-
900	Capital Outlay	14,000	-
	TOTAL RESTRICTED FIRE FUND	23,000	9,775

Balance at End of Year	-	14,357
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TOTAL EXPENDITURES AND YEAR END BALANCE	23,000	24,132
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RESTRICTED FIRE FUND**REVENUE**

003-000-230	Intergovernmental Revenues	167,000	165,369
380	Transfers and Non-Revenue Receipts	-	-
	TOTAL ALL SOURCES OTHER THAN TAXATION	167,000	165,369

Cash Balance at Beginning of Year	-	-
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TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	167,000	165,369
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TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	167,000	165,369
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EXPENDITURES

003-560-500	Supplies	2,000	1,553
600	Contractual Services	750	-
800	Debt Service	163,816	163,816
	TOTAL RESTRICTED FIRE FUND	166,566	165,369

Balance at End of Year	434	-
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TOTAL EXPENDITURES AND YEAR END BALANCE	167,000	165,369
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MISCELLANEOUS OPERATIONS -BRYAN FIELD AIRPORT**REVENUE**

015-000-230	Intergovernmental Revenues	142,860	482,062
360	Rents and Fees	929,475	1,164,052

TOTAL ALL SOURCES OTHER THAN TAXATION	1,072,335	1,646,114
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Cash Balance at Beginning of Year	710,000	401,416
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TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	1,782,335	1,971,043
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TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	1,782,335	2,047,530
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EXPENDITURES

015-505-400	Personnel Services	332,110	295,898
500	Supplies	643,500	749,733
600	Contractual Services	125,450	128,597
700	Grants, Subsidies, and Allocations	52,530	21,679
900	Capital Outlay	-	69,512

TOTAL BRYAN FIELD AIRPORT	1,153,590	1,265,419
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Balance at end of year	628,745	782,111
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TOTAL EXPENDITURES AND YEAR END BALANCE	1,782,335	2,047,530
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RESTRICTED AIRPORT FUND**REVENUE**

016-000-230	Intergovernmental Revenues	534,508	526,026
	TOTAL ALL SOURCES OTHER THAN TAXATION	534,508	526,026

Cash Balance at Beginning of Year	-	(128,274)
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TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	534,508	397,752
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EXPENDITURES

016-XXX-600	Contractual Services	180,030	143,768
700	Grants, Subsidies, and Allocations	354,478	253,984
	TOTAL RESTRICTED AIRPORT FUND	534,508	397,752

Balance at End of Year	-	-
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TOTAL EXPENDITURES AND YEAR END BALANCE	534,508	397,752
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SPECIAL REVENUE FUND: Sanitation & Environmental**REVENUE**

022-000-250	Grants	-	24,979
340	Misc.(collection fees)	3,425,000	3,430,656
380	Transfers and Non Revenue Receipts	25,000	10,375
TOTAL FROM ALL SOURCES OTHER THAN TAXATION		3,450,000	3,466,010
Cash Balance at Beginning of Year		300,000	275,000
TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION		3,750,000	3,741,010
TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES		3,750,000	3,741,010

EXPENDITURES

022-322-400	Personnel Services	2,033,355	1,793,337
500	Supplies	268,000	296,000
600	Contractual Services	838,570	796,580
800	Debt Service	408,580	409,950
900	Capital Outlay	20,000	39,749
TOTAL		3,568,505	3,335,616
Balance at End of Year		181,495	405,394
TOTAL EXPENDITURE AND YEAR END BALANCE		3,750,000	3,741,010

SPECIAL REVENUE FUND: Landfill**REVENUES**

023-000-000	Landfill Revenue	240,000	244,500
TOTAL FROM ALL SOURCES OTHER THAN TAXATION		240,000	244,500
Cash Balance at Beginning of Year		1,150,000	915,000
TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION		1,390,000	1,159,500
TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES		1,390,000	1,159,500

EXPENDITURES

023-323-600	Contractual Services	240,000	257
TOTAL LANDFILL		240,000	257
Balance at End of Year		1,150,000	1,159,243
TOTAL EXPENDITURE AND YEAR END BALANCE		1,390,000	1,159,500

MODERNIZATION USE TAX**REVENUE**

120-000-230	Intergovernmental Revenues	2,200,000	2,182,588
	TOTAL ALL SOURCES OTHER THAN TAXATION	2,200,000	2,182,588

	Cash Balance at Beginning of Year	1,990,000	536,000
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	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	4,190,000	2,718,588
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EXPENDITURES

120-XXX-800	Debt Service	1,442,515	722,200
900	Capital Outlay	2,747,485	1,520
	TOTAL MODERNIZATION USE TAX	4,190,000	723,720

	Balance at End of Year	-	1,994,868
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	TOTAL EXPENDITURES AND YEAR END BALANCE	4,190,000	2,718,588
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DEBT SERVICE FUND**REVENUE**

200-000-340	Intergovernmental Revenues	116,175	116,857
380	Transfer from General Fund	2,746,360	2,706,300
	TOTAL ALL SOURCES OTHER THAN TAXATION	2,862,535	2,823,157

	Cash Balance at Beginning of Year	-	-
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	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	2,862,535	2,823,157
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EXPENDITURES

200-XXX-800	Debt Service	2,862,535	2,626,825
990	Transfer to City Building Fund		196,332
	TOTAL DEBT SERVICE FUND	2,862,535	2,823,157

	Balance at End of Year	-	-
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	TOTAL EXPENDITURES AND YEAR END BALANCE	2,862,535	2,823,157
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CAPITAL PROJECTS FUND**REVENUE**

300-000-250	Grants		154,752
340	Miscellaneous	-	2,765
380	Transfer from General Fund	450,000	732,666
	TOTAL ALL SOURCES OTHER THAN TAXATION	450,000	890,183

	Cash Balance at Beginning of Year	5,600,000	5,605,000
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	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	6,050,000	6,495,183
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EXPENDITURES

300-000-600	Contractual Services	60,000	77,185
300-000-900	Capital Outlay	490,000	660,113
300-000-950	Transfer Out	-	33,333
	TOTAL CAPITAL PROJECTS FUND	550,000	770,631

	Balance at End of Year	5,500,000	5,724,552
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TOTAL EXPENDITURES AND YEAR END BALANCE	6,050,000	6,495,183
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INDUSTRIAL PARK BOND FUND

REVENUES

303-000-340	Miscellaneous	-	2,975
	TOTAL ALL SOURCES OTHER THAN TAXATION	-	-

	Cash Balance at Beginning of Year	175,000	212,000
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	TOTAL AVAILABLE CASH & ANTICIPATED	175,000	214,975
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REVENUE FROM ALL SOURCES

EXPENDITURES

303-600-600	Contractual Services	35,090	24,912
	TOTAL INDUSTRIAL PARK BOND	139,910	24,912

	Balance at End of Year	-	190,063
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	TOTAL EXPENDITURES AND YEAR END BALANCE	175,000	214,975
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2022 General Obligation Public Improvement Bond Fund

REVENUES

305-000-391	Bond Proceeds	-	5,467,080
230	Intergovernmental Revenues	-	161,128
340	Miscellaneous	-	111,030
	TOTAL ALL SOURCES OTHER THAN TAXATION	-	5,739,238

	Cash Balance at Beginning of Year	-	1,985,000
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	TOTAL AVAILABLE CASH & ANTICIPATED	-	7,101,421
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REVENUE FROM ALL SOURCES

EXPENDITURES

305-000-600	Contractual Services		230,655
900	Capital Outlay	-	5,638,158
	TOTAL 2022 GO PUBLIC IMPROVEMENT BOND	-	5,868,813

	Balance at End of Year	-	1,232,608
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	TOTAL EXPENDITURES AND YEAR END BALANCE	-	7,101,421
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2022 Local Improvements Project Fund

REVENUES

306-000-380	Transfer from 2018 Public Improvement Bonds	-	-
340	Miscellaneous		425
	TOTAL ALL SOURCES OTHER THAN TAXATION	-	425

	Cash Balance at Beginning of Year	15,000	72,000
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	TOTAL AVAILABLE CASH & ANTICIPATED	15,000	72,425
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REVENUE FROM ALL SOURCES

EXPENDITURES

306-000-600	Contractual Services	-	-
900	Capital Outlay	15,000	57,510
	TOTAL 2022 LOCAL IMPROVEMENTS PROJECT FUND	15,000	57,510
	Balance at End of Year	-	14,915
	TOTAL EXPENDITURES AND YEAR END BALANCE	15,000	72,425

AMERICAN RELIEF FUND**REVENUES**

309-000-230	Intergovernmental Revenues	6,306,666	-
340	Miscellaneous	153,000	228,096
	TOTAL ALL SOURCES OTHER THAN TAXATION	6,459,666	228,096
	Cash Balance at Beginning of Year	6,700,000	6,475,000
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	13,159,666	6,703,096

EXPENDITURES

309-XXX-600	Contractual Services	13,159,666	-
900	Capital Outlay	-	-
	TOTAL AMERICAN RELIEF FUND	13,159,666	-
	Balance at End of Year	-	6,703,096
	TOTAL EXPENDITURES AND YEAR END BALANCE	13,159,666	6,703,096

MAIN STREET CORRIDOR**REVENUES**

311-000-230	Intergovernmental Revenue	5,000,000	400,000
311-000-340	Miscellaneous	35,000	54,136
	TOTAL ALL SOURCES OTHER THAN TAXATION	5,035,000	454,136
	Cash Balance at Beginning of Year	3,325,000	3,375,000
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	8,360,000	3,829,136

EXPENDITURES

311-656-300	Contractual Services	100,000	212,950
900	Capital Outlay	8,260,000	14,981
	TOTAL MAIN STREET CORRIDOR	8,360,000	227,931
	Balance at End of Year	-	3,601,205
	TOTAL EXPENDITURES AND YEAR END BALANCE	8,360,000	3,829,136

PARKS CAPITAL PROJECT FUND**REVENUES**

312-000-340	Miscellaneous	50,000	200,000
312-000-391	Bond Proceeds	-	13,547,597
	TOTAL ALL SOURCES OTHER THAN TAXATION	50,000	13,747,597
	Cash Balance at Beginning of Year	9,800,000	(401,515)
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	9,850,000	13,346,082

EXPENDITURES

312-000-600	Contractual Services	150,000	564,911
900	Capital Outlay	9,700,000	2,957,753
	TOTAL PARKS CAPITAL PROJECT FUND	9,850,000	3,522,664
	Balance at End of Year	-	9,823,418
	TOTAL EXPENDITURES AND YEAR END BALANCE	-	13,346,082

SPRING/HWY 12 LINKAGE TAP GRANT**REVENUES**

313-000-230	Intergovernmental Revenues	166,667	317,135
380	Transfer	-	33,333
	TOTAL ALL SOURCES OTHER THAN TAXATION	166,667	350,468
	Cash Balance at Beginning of Year	-	-
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	166,667	350,468

EXPENDITURES

313-000-900	Capital Outlay	166,667	525,901
	TOTAL SPRING/HWY 12 LINKAGE TAP GRANT	166,667	525,901
	Balance at End of Year	-	(175,433)
	TOTAL EXPENDITURES AND YEAR END BALANCE	166,667	350,468

PUBLIC IMPROVEMENT BONDS 2018**REVENUES**

319-000-340	Miscellaneous	-	244
	TOTAL ALL SOURCES OTHER THAN TAXATION	-	244
	Cash Balance at Beginning of Year	-	152,564
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	-	152,808

EXPENDITURES

319-600-600	Contractual Services	-	-
900	Capital Outlay	-	152,808
950	Transfers	-	-
	TOTAL PUBLIC IMPROVEMENT BONDS	-	152,808
	Balance at End of Year	-	-
	TOTAL EXPENDITURES AND YEAR END BALANCE	-	152,808

PARK AND TOURISM**REVENUES**

375-000-260	Tourism Tax	3,070,000	2,973,055
	TOTAL FROM ALL SOURCES OTHER THAN TAXATION	3,070,000	2,973,055
	Cash Balance at Beginning of Year	1,750,000	2,165,000
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	4,820,000	5,138,055
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	4,820,000	5,138,055

EXPENDITURES

375-551-600	Contractual Services	249,385	426,933
800	Debt Service	2,308,700	1,522,705
900	Capital Outlay	-	525,626
950	Transfers	-	774,390
	TOTAL	2,558,085	3,249,654
	Balance at End of Year	2,261,915	1,888,401
	TOTAL EXPENDITURE AND YEAR END BALANCE	4,820,000	5,138,055

BUILD GRANT MS 182**REVENUES**

377-000-230	Intergovernmental Revenues	26,500,000	774,390
380	Transfer from General Fund	200,000	100,000
	TOTAL FROM ALL SOURCES OTHER THAN TAXATION	26,700,000	874,390
	Cash Balance at Beginning of Year	-	-
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	26,700,000	874,390
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	26,700,000	874,390

EXPENDITURES

377-000-600	Contractual Services	-	634,270
900	Capital Outlay	26,700,000	706,488
	TOTAL	26,700,000	1,340,758
	Balance at End of Year	-	(466,368)
	TOTAL EXPENDITURE AND YEAR END BALANCE	26,700,000	874,390

PARK BONDS 2020**REVENUES**

380-000-340	Miscellaneous	-	-
380	Transfer from Fund 375 Park and Rec Tourism	-	774,390
	TOTAL FROM ALL SOURCES OTHER THAN TAXATION	-	774,390
	Cash Balance at Beginning of Year	-	(18,969)

TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	-	755,421
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TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	-	755,421
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EXPENDITURES

380-551-600	Contractual Services	-	36,023
900	Capital Outlay	-	719,398
	TOTAL	-	755,421
	Balance at End of Year	-	-
	TOTAL EXPENDITURE AND YEAR END BALANCE	-	755,421

STARK/HOSPITAL ROAD EXPANSION

REVENUES

700-000-340	Miscellaneous	5,000	31,000
	TOTAL FROM ALL SOURCES OTHER THAN TAXATION	5,000	31,000
	Cash Balance at Beginning of Year	1,270,000	1,290,000
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	1,275,000	1,321,000
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	1,275,000	1,321,000

EXPENDITURES

700-300-501	Supplies		-
600	Contractual Services	1,275,000	46,610
	TOTAL	1,275,000	46,610
	Balance at End of Year	-	1,274,390
	TOTAL EXPENDITURE AND YEAR END BALANCE	1,275,000	1,274,390

**Starkville Utilities – Electric Division Board Budget
Year 2025 (10/2024 -9/2025)**

	Revenues	
100	Electric Sales	43,908,774
110	Forfeited Customer Discounts	250,000
111	Misc. Service Revenue	250,000
112	Interest Income	300,000
120	Rent from Electric Property	315,000
130	Water Sewer Reimbursement	1,000,000
131	Sanitation Reimbursement	75,000
132	City Reimbursement for Lights	10,000
	From Retained Earnings	166,917
	Other Revenues	2,366,917
	Total Revenues	46,275,691
	Expenses	

150	Purchased Power Expense	34,303,066
	Payroll Expenses	
200	Employee Salaries	2,468,943
201	Employee Overtime	60,000
202	Employer Contributions – State Retirement	455,842
203	Employer Contributions – Social Security	193,464
204	Employer Contributions – Group Insurance	185,000
205	Payroll Expenses from Other Departments	65,000
	Total Payroll Expenses	3,428,249
	Operating Expenses	
300	City Administrative Cost Reimbursement	140,000
302	Billing Services	325,000
303	Contract Services	485,000
305	Insurance	260,000
306	Communications	90,000
307	Office Supplies	70,000
308	Safety Supplies	25,000
309	Uniforms	35,000
310	Utilities	15,000
311	Travel & Training	45,000
312	Dues	50,000
314	Collection & Bank Fees	30,000
315	Postage	8,000
316	Advertising	6,000
318	Miscellaneous	10,000
	Total Operating Expenses	1,594,000
	Maintenance Expenses	
400	Expensed Materials & Supplies	320,000
401	ROW Clearing	600,000
403	Gas & Fuel Expense	180,000
404	Equipment Repairs and Maintenance	250,000
405	Substation Repairs & Supplies	150,000
406	Building Repairs & Maintenance	100,000
407	General Maintenance	50,000
	Total Maintenance Expense	1,650,000
	Capital Expenses	
500	Capitalized Materials & Supplies	1,200,000
501	Asset Purchases – Building & Grounds	-
502	Asset Purchases – Equipment, Vehicles, IT Equip	230,000
503	Capital Projects & Construction	1,869,100
	Total Capital Expenses	3,299,100
	Debt Expenses	
600	Interest Expense on Long-term Debt	121,276
601	Principal Paid on Long-term Debt	515,000
	Total Debt Expenses	636,276
700	Tax Equivalency	1,365,000
	Total Expenses	46,275,691
	Total Revenue over Expenses	-

Starkville Utilities – Water & Sewer Division Board
Budget Year 2025 (10/2024-9/2025)

	Revenues	
100	Water Sales Revenues	6,726,631
101	Sewer Sales Revenues	5,371,898
	Total Sales Revenues	12,098,529
110	Forfeited Customer Discounts	100,000
111	Misc. Service Revenue	50,000
112	Interest Income	120,000
113	Tap Fees	200,000
114	Tower Lease	450,000
115	MSU Wastewater Treatment Income	1,000,000
116	Wastewater Revenue	40,000
117	Federal & State Grant Revenue	700,000
	From Retained Earnings	-
	Total Other Revenue	2,660,000
	Total Revenues	14,758,529
	Expenses	
300	City Administrative Costs Reimbursement	75,000
301	Rental Allocation to Electric Dept	160,000
302	Billing Services	150,000
303	Contract Services	658,446
304	Water Quality Analysis	40,000
305	Insurance	70,000
306	Communications	50,000
307	Office Supplies	30,000
309	Uniforms	20,000
310	Utilities	1,000,000
311	Travel & Training	10,000
312	Dues	5,000
316	Advertising	5,000
318	Miscellaneous	10,000
	Total Operating Expenses	2,283,446
	Maintenance Expenses:	
400	Expensed Materials & Supplies	800,000
401	Chemicals	180,000
403	Gas & Fuel Expense	100,000
404	Equipment Repairs & Maintenance	400,000
	Aerator Expense	150,000
405	Infrastructure Repairs & Maintenance	500,000
406	Building Repairs & Maintenance	200,000
408	Tank & Well Maintenance	80,000
409	MSU Pump Operations & Maintenance	1,000,000
410	Remote Pump Station Maintenance	40,000
	Total Maintenance Expenses	3,450,000
	Capital Expenses:	
501	Asset Purchases – Building & Grounds	200,000
502	Asset Purchases – Equipment & Vehicles	560,000
503	Capital Projects & Construction	4,000,000
	Total Capital Expenses	4,760,000
	Debt Expenses:	
600	Interest Expense on Long-term Debt	334,228
601	Principal Paid on Long-term Debt	1,170,210
	Total Debt Expenses	1,504,438
	Total Expenses	14,758,529
	Total Revenues Over Expenses	-

PUBLIC HEARING AND CONSIDERATION OF UE 24-02: A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED CLASSROOM AT STARKVILLE HIGH SCHOOL LOCATED AT 603 YELLOW JACKET DRIVE IN AN S-E ZONING DISTRICT.

City Planner Daniel Havelin presented UE 24-02. The applicant, Starkville Oktibbeha Consolidated School District, is requesting a Use Exception to allow for the placement of a Manufactured Classroom at Starkville High School, located at 603 Yellow Jacket Drive. The request is to relocate a used manufactured classroom structure onto the school's property to be used as a classroom. The structure isn't classified as a building or a manufactured home. Therefore, a Use Exception is required to allow the structure to be located on the property and to be used as a classroom. The existing manufactured classrooms are currently located at Armstrong Junior High School. On August 4, 2015, the Board of Aldermen approved the use at Armstrong Junior High School with the condition that the structures be removed by September 1, 2017. The structures were never removed. This request is to relocate one of the structures to Starkville High School. The applicant was present and available for questions.

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

30. CONSIDERATION OF UE 24-02: A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED CLASSROOM AT STARKVILLE HIGH SCHOOL LOCATED AT 603 YELLOW JACKET DRIVE IN AN S-E ZONING DISTRICT.

Alderman Vaughn, duly seconded by Alderman Beatty, offered a motion approving UE 24-02 with three conditions as recommended by the Planning and Zoning Commission. 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.

Three conditions:

1. The manufactured classroom structure shall be located outside the existing SFHA (Special Flood Hazard Area) and the proposed SFHA, as shown by the current Base Level Engineering (BLE) data from FEMA.
2. The screening shall be as shown on the site plan given to the planning department.
3. The structures shall be removed three years after approval.

PUBLIC HEARING AND CONSIDERATION OF UE 24-03: A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED CLASSROOM AT EMERSON FAMILY SCHOOL LOCATED AT 1504 LOUISVILLE STREET IN AN S-E ZONING DISTRICT.

City Planner Daniel Havelin presented UE 24-03. The applicant, Starkville Oktibbeha Consolidated School District, is requesting a Use Exception to allow for the placement of a Manufactured Classroom at Emerson Family School located at 1504 Louisville Street. The request is to relocate a used manufactured classroom structure onto the school's property to be used as an office space. The structure isn't classified as a building or a manufactured home. Therefore, a Use Exception is required to allow the structure to be located on the property and to be used as an office space. The existing manufactured classrooms are currently located at Armstrong Junior High School. On August 4, 2015, the Board of Aldermen approved the use at Armstrong Junior High School with the condition that the structures be removed by September 1, 2017. The structures were never removed. This request is to relocate one of the structures to Starkville High School. The applicant was present and available for questions. Mayor Spruill opened the Public Hearing. There being no comments from the general public, the Mayor closed the Public Hearing.

31. CONSIDERATION OF UE 24-03: A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED CLASSROOM AT EMERSON FAMILY SCHOOL LOCATED AT 1504 LOUISVILLE STREET IN AN S-E ZONING DISTRICT.

Alderman Sistrunk, duly seconded by Alderman Moreland, offered a motion approving UE 24-03: a request for Use Exception to allow for the placement of a Manufactured Classroom at Emerson Family School located at 1504 Louisville Street in an S-E zoning district with two conditions as recommended by the Planning and Zoning Commission. 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.

Two conditions:

1. The screening shall be as shown on the site plan
2. The structures shall be removed three years after approval.

PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS: PROPERTIES ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

Code Compliance Officer Sarah Perez presented the two remaining properties from the list which had not been mowed:

Case #	Parcel #	Location	Owner	Owner Address
24-000466	159J-00-011.00	13214 MS HWY 182	LATHAM ROY MICHAEL	13254 MS HWY 182 EAST
24-000465	118O-00-204.00	122 ERNEST H JONES JR DR	MAROJEVIC VUK & ALEGRET MIREIA S	111 MARGARETTA DR
24-000464	118O-00-231.00	107 REX ST	ROBINSON TROY T	73 BARRINGTON FARMS PKWY SHARPSBURG, GA 30277
24-000456	102G-00-036.00	701 Louisville St	MOSLEY JOSEPH THOMAS IRREVOCAB	5405 HIALEAH DR JACKSON MS 39211
24-000455	102G-00-042.00	608 YELLOW JACKET	CUMULUS MEDIA TOWER CO LLC	750 PARK OF COMMERCE DR STE 20 BOCA RATON FL 33487
24-000469	102G-00-153.00	902 Louisville St	Stephenson-Gipson	414 Nicklaus Ln Apt 10 Starkville, MS
24-000470	102B-00-026.00	202 McKinley St	Wilburn Yeates	1014 Papin St Alexandria, LA 71302
24-000467	102G-00-155.00	906 Louisville St	LEMMONS EUNICE	216 BEL AIR RD SE HUNTSVILLE, AL 35802



24-000464 - 118O-00-231.00 - 107 Rex St



24-000456 - 102G-00-036.00 - 701 Louisville St

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

32. CONSIDERATION OF THE DETERMINATION THAT TWO PROPERTIES REMAINING ON THE PROPERTY MOWING LIST FOR ADJUDICATION ARE MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

Alderman Beatty, duly seconded by Alderman Moreland, offered a motion for the Board of Aldermen to determine the two properties, located at 107 Rex Street and 701 Louisville Street, are menaces to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11.

The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF VA 24-03: A REQUEST FOR A VARIANCE FROM FRONT SETBACK REQUIREMENTS LOCATED AT 290 TURNBERRY LANE IN AN SD-2 ZONING DISTRICT.

City Planner Daniel Havelin presented VA 24-03 a request for a variance from front setback requirements located at 290 Turnberry Lane in an SD-2 zoning district. The applicant, Frank Jones, is seeking a variance from setback requirements located at 290 Turnberry Lane in an SD-2 zoning district with the property #106-14-013.00. The applicant is requesting relief from Section 6.3.4 of the Unified Development Code for front setback requirements for a principal building. The proposed structure designed for the applicant encroaches on the front setback in three places. The largest deviation is +/- 5 feet. The applicant was also the developer of the subdivision. The subject

property was platted on September 26, 2022. Since the development was started prior to the adoption of the current zoning, the setbacks for this phase were permitted to match the previous phases (25' Front, 20' Rear, and 10' sides). Attorney Corey Anthony was present on behalf of Mr. Jones to answer any questions.

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

33. CONSIDERATION OF VA 24-03: A REQUEST FOR A VARIANCE FROM FRONT SETBACK REQUIREMENTS LOCATED AT 290 TURNBERRY LANE IN AN SD-2 ZONING DISTRICT.

Alderman Rupp, duly seconded by Alderman Sistrunk, offered a motion approve VA 24-03: a request for a variance from front setback requirements located at 290 Turnberry Lane in an SD-2 zoning district. The Board voted as follows:

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

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

34. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF STARKVILLE ACKNOWLEDGING THE CONTRIBUTIONS OF COMMAND SERGEANT MAJOR CHRIS TAYLOR

Alderman Vaughn, duly seconded by Alderman Beatty, offered a motion for the Board of Aldermen to place the following Resolution acknowledging the contributions of Command Sergeant Major Chris Taylor into the minutes of the City of Starkville. Mayor Spruill read the Resolution 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.

**A RESOLUTION OF THE BOARD OF ALDERMAN
OF THE CITY OF STARKVILLE
ACKNOWLEDGING THE CONTRIBUTIONS OF
COMMAND SERGEANT MAJOR CHRIS TAYLOR
TO THE CITY OF STARKVILLE**

WHEREAS, Chris Taylor was born February 9, 1955, and was a native son to Starkville, Mississippi, where he attended Starkville High School; and

WHEREAS, Chris Taylor served his country with distinction, rising in the enlisted ranks to Command Sergeant Major in the United States Army while serving in combat in Bosnia, Kosovo and Afghanistan earning the Legion of Merit Medal, the Bronze Star and the Meritorious Service Medal; and

WHEREAS, Chris Taylor as a retired Command Sergeant Major was an inspiration and role model for our community, especially our youth as he supported the spirit and value of military service he so valiantly embodied; and

WHEREAS, Chris Taylor served as the President of the Oktibbeha County Chapter of the National Association for the Advancement of Colored People (NAACP) for seven years bringing wisdom, humor and kindness to his job and respect to his organization; and

WHEREAS, the City of Starkville and all of Oktibbeha County have benefited from his spirit of service and engagement from his work on the Unity Park Committee and the Red Cross Board to his membership and participation in the Greater Starkville Development Partnership and the American Legion Post 240; and

WHEREAS, Chris Taylor was always a family man taking great pleasure in spending time with his four children, Kentoria, Chris, Jr., Crystal and Alexis as well as his grandchildren, Alivia, Jasmine and Quinton.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: The City of Starkville does hereby proclaim that Command Sergeant Major Chris Taylor was a Starkville Hero and a man of deep spirit for our community and that as such he is deserving of our gratitude and remembrance through this resolution and through subsequent opportunities to show our appreciation of his gifts to the City of Starkville.

Upon motion duly made by Alderman Henry Vaughn and seconded by Alderman Hamp Beatty, and following discussion, the foregoing Resolution is hereby duly adopted upon the following vote of the members of the City of Starkville.

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	Voted: Yea

This the 3rd day of September, 2024

D. Lynn Spruill, Mayor

Attest: _____
Lesia Hardin, City Clerk

35. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of August 27, 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, Mayor Spruill declared the motion passed.

General Fund	001	\$ 186,342.03
Airport Fund	015	27,866.16
Airport Reserved	016	41,567.25
Sanitation / Environ Services	022	25,108.42
Debt Service Fund	200	427,875.00
Capital Projects Fund	300	344,395.79
2022 GO Bonds	305	3,854.91
Parks Capital Project Fund (2023)	312	323,301.41
Spring St/Hwy 12 Linkage TAP	313	480.30
Park and Rec Tourism	375	66,010.19
Sub Total Before Utilities		\$ 1,446,801.46
Utilities Dept.	SED	494,974.20
Total Claims	Total	\$ 1,941,775.66

36. MOTION TO RECESS UNTIL SEPTEMBER 17, 2024 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Moreland, for the Board of Aldermen to recess the meeting until September 17, 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 1st DAY OF OCTOBER, 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
SEPTEMBER 13, 2024**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, September 13, 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 Lynn Spruill, Alderwoman Kim Moreland, Alderwoman Sandra Sistrunk, Alderman Jeffrey Rupp, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn. City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin were also present.

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

City Engineer Cody Burnett, along with Assistant Engineer Stephen Kachleman, presented an overview of the recent 2024 Street Improvements. Also discussed was the proposed 2025 Street Improvement list. The streets are primarily based on the recommendations of the CivicLink evaluation study. Their presentation is attached.

Utilities General Manager Edward Kemp and John Cunningham of Neel Schaffer Engineers discussed capital project needs of the water and wastewater departments. The plans show an additional approximate need of two to three million dollars per year. Discussion followed as to the capital projects and whether to raise rates or not, and if so, by what amount.

The Mayor and members of the Board discussed items on the upcoming September 17, 2024 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed. Mayor Spruill then closed the work session.

SIGNED AND SEALED THIS THE 1st DAY OF OCTOBER, 2024.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK/CFO



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

SEPTEMBER 13, 2024

11:00 a.m.

- A. CALL THE WORK SESSION TO ORDER**
- B. PRESENTATION BY CODY BURNETT ON THE NEXT STREET OVERLAY PLAN**
- C. DISCUSSION ON WATER RATE AND SEWER RATE STRUCTURE**
- D. DISCUSSION OF THE AGENDA ITEMS FOR THE SEPTEMBER 17, 2024 MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- E. ADJOURN WORK SESSION**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, SEPTEMBER 13, 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.



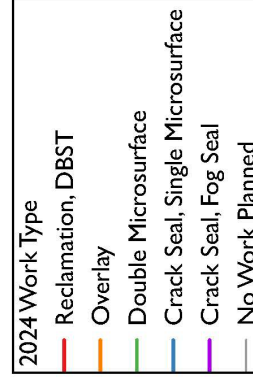
2025 Street Improvement Plan

City of Starkville

Presented to:
Mayor and Board of Aldermen
Work Session, September 13th, 2024

Presented by:
City of Starkville, Mississippi
Engineering Department

CITY OF STARKILLE
2024 STREET IMPROVEMENT MAP



2024 Street Improvement Recap

Work Type	Amount	Percent of Total
Asphalt	\$ 2,370,000.00	69%
Preservation	\$ 880,000.00	26%
Striping	\$ 150,000.00	4%
Testing & Inspection	\$ 30,000.00	1%
Total =	\$ 3,430,000.00	



Longmeadow & Stark Crossing



Life Added to Road Network

Treatment Type	Lane Miles Treated (12')	Treatment Type Years Added	Lane-Mile- Years Added
Full Depth Reclamation	0.4	20	8.5
Major Mill & Overlay	4.7	18	85.1
Mill & Overlay	10.9	15	163.5
Double Treatments	8.9	10	89.0
Crack Seal & Microsurface	2.6	7	18.0
Crack Seal & Fog Seal	3.7	4	15.0
Total =	31.3	Total =	379.0

- 379 Lane-Mile-Years added back to Road Network in 2024
- Starkville has 315 Lane Miles
- Net gain of 64 Lane-Mile-Years = Catching Up



Life Added to Road Network

If we spent the same money only on Asphalt Mill & Overlay:

Treatment Type	Lane Miles Treated (12')	Treatment Type Years Added	Lane-Mile-Years Added
Mill & Overlay	19.5	15	293

- 293 Treated Lane Miles
– 315 City Lane Miles
= **-22 Lane Miles Lost**



2025 Street Improvement Project



Follows the Roadway
Maintenance Improvement Plan



What the plan did:

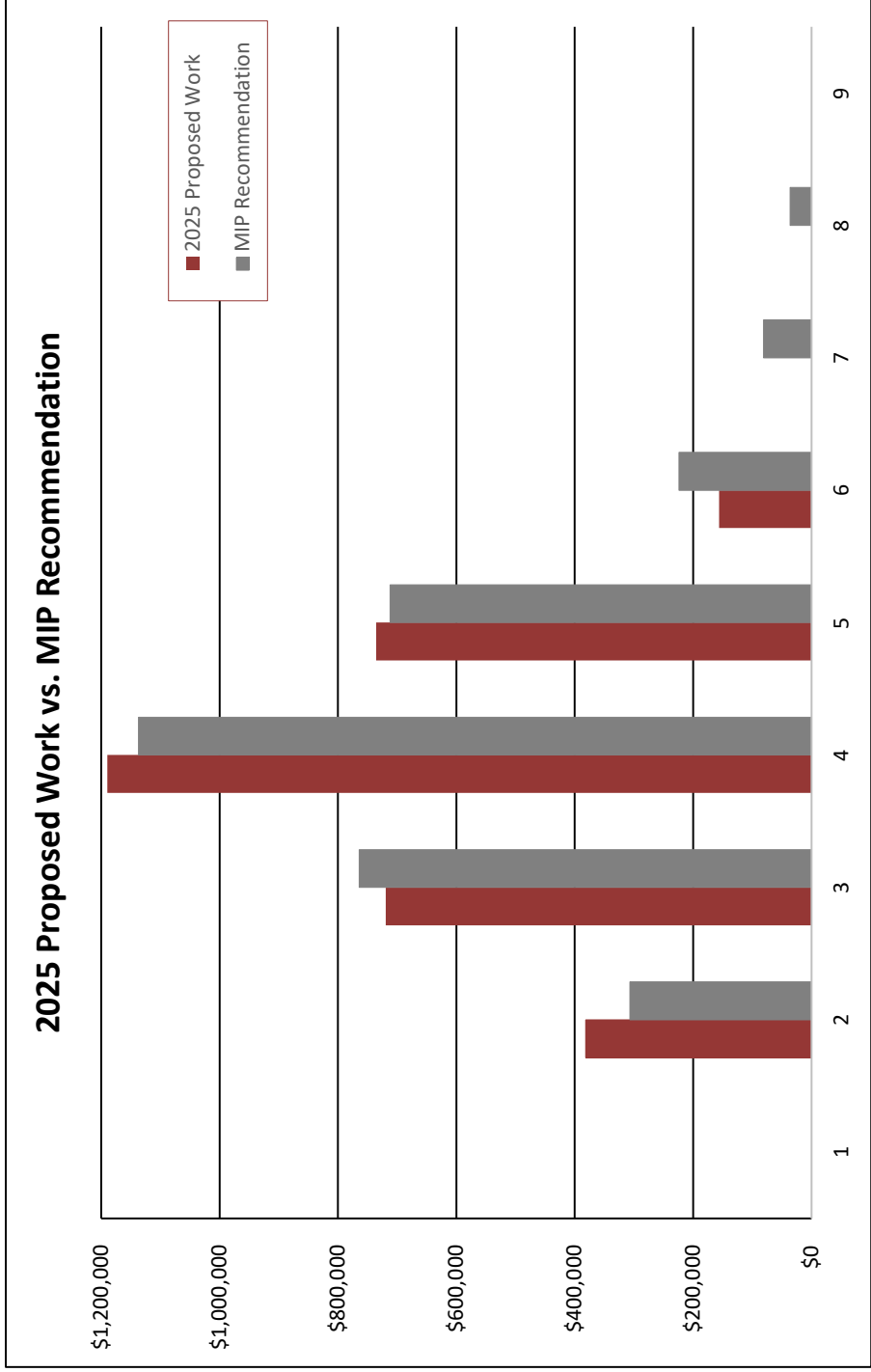
- ✓ Ranked roads from 1-10
- ✓ Identified deficiency in maintenance

✓ **Provided 10-year catchup plan**

✓ Recommended Budget: ~\$3.2 - \$3.5 million

✓ Recommended allocation of budget per road condition (1-10)

2025 Street Improvement Project



2025 Street Improvement Project



Cape Seal
(Scrub + Micro)



Asphalt Overlays



Crack Seal +
Microsurfacing



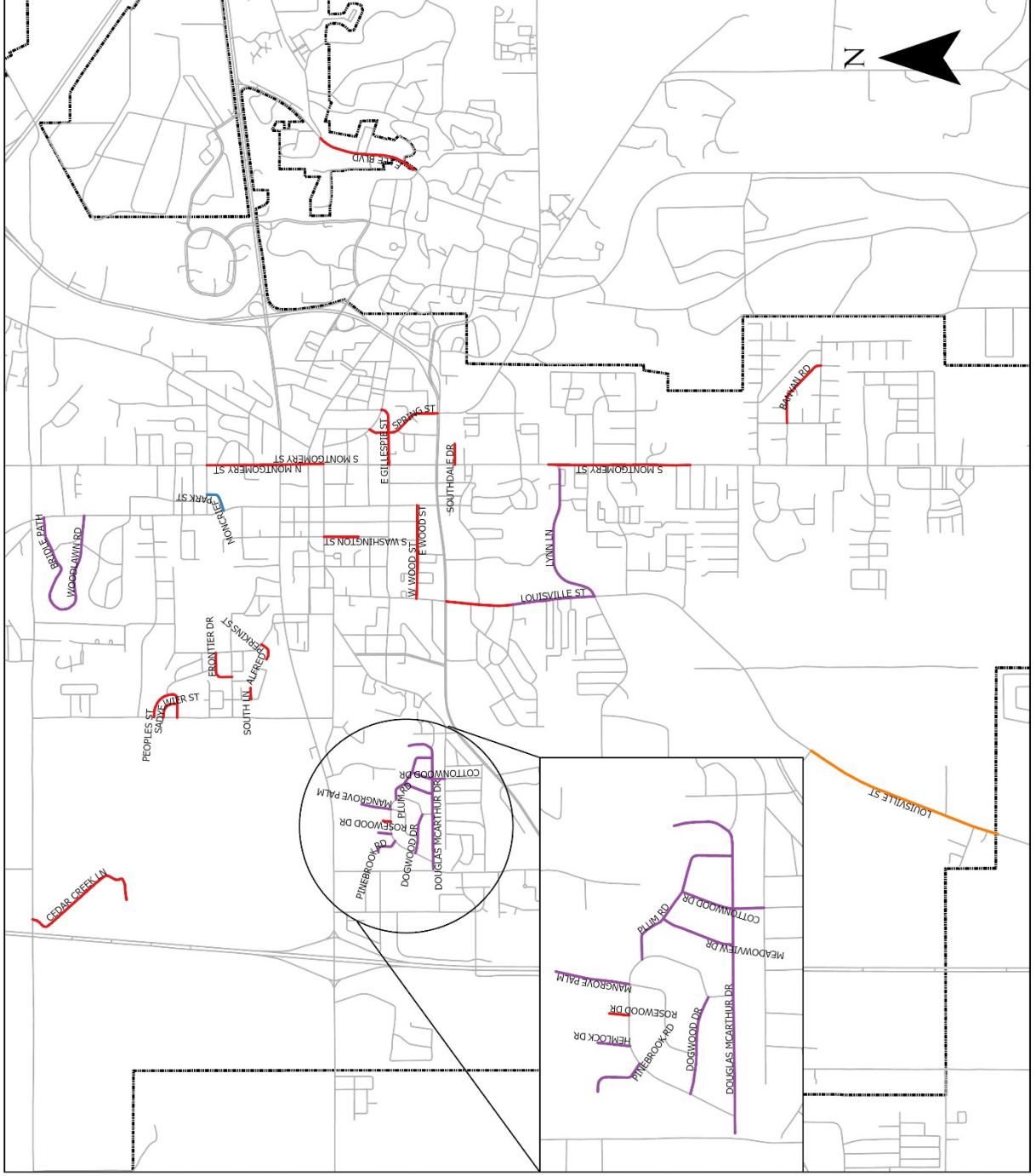
No	Street	Project Limits (from)	Project Limits (to)	Road Rating	Work Type	Estimated Total
1	Spring St	Hwy 12	Russell St	3	Asphalt Overlay	\$267,347
2	Louisville St	Hwy 12	Linden Cir	4	Asphalt Overlay	\$203,357
3	N/S Montgomery	E Lampkin St	Critz St	4	Asphalt Overlay	\$251,917
4	S Montgomery	Lynn Ln	Grand Ridge Rd	4	Asphalt Overlay	\$349,490
5	E Gillespie St	S Montgomery St	Russell St	4	Asphalt Overlay	\$106,544
6	E Lee Blvd	On Street Parking		2	Asphalt Overlay	\$132,001
7	S Washington St	W Lampkin St	RR Bridge	2	Asphalt Overlay	\$68,171
8	Wood St	Louisville St	S Jackson St	4	Asphalt Overlay	\$159,274
9	Banyan Rd	Laurel Hill Dr	Gardenia Dr	2	Asphalt Overlay	\$181,338
10	Cedar Creek Ln	W Garrard Rd	Dead End	3	Asphalt Overlay	\$206,994
11	Alfred Perkins St	N Long St	Dead End	3	Asphalt Overlay	\$34,712
12	Peoples St	Reed Rd (North)	Reed Rd (South)	3	Asphalt Overlay	\$136,012
13	Sadye Weir St	Reed Rd	Peoples St	3	Asphalt Overlay	\$48,083
14	South Ln	Northside Dr	Dead End	3	Asphalt Overlay	\$26,167
15	Frontier Dr	Westside Dr	N Long St	4	Asphalt Overlay	\$67,182
16	Rosewood Dr	Plum Rd	Dead End	4	Asphalt Overlay	\$16,576
17	Southdale Dr	S Montgomery St	Dead End	4	Asphalt Overlay	\$35,532
18	Louisville St	Linden Cir	Lynn Lane	5	Cape Seal	\$119,782
19	Lynn Ln	Louisville St	S Montgomery St	5	Cape Seal	\$123,523
20	Bridle Path	Hwy 389	Woodlawn Rd	5	Cape Seal	\$73,004
21	Woodlawn Rd	Bridle Path	Hwy 389	5	Cape Seal	\$71,704
22	Douglas McArthur Dr	Stark Rd	Dead End	5	Cape Seal	\$147,524
23	Dogwood Dr	Plum Rd	Spruce Ln	5	Cape Seal	\$39,276
24	Pinebrook Rd	Plum Rd	Dead End	5	Cape Seal	\$24,703
25	Hemlock Dr	Plum Rd	Dead End	5	Cape Seal	\$13,332
26	Mangrove Palm	Plum Rd	Dead End	5	Cape Seal	\$34,016
27	Plum Rd	Spruce Ln	Douglas McArthur Dr (East End)	5	Cape Seal	\$59,731
28	Meadowview Dr	Douglas McArthur Dr	Plum Rd	5	Cape Seal	\$28,666
29	Cottonwood Dr	Plum Rd	Pin Oak Dr	6	Cape Seal	\$30,887
30	Louisville St	Industrial Park Rd	City Limits	6	Microsurface	\$125,083
31	Moncreif Park	Dog Park Parking			Asphalt Overlay	\$10,380
Estimated Total =						\$3,192,310

HISTORIC STARKVILLE

MISSISSIPPI'S COLLEGE TOWN

CITY OF STARKVILLE 2025 STREET IMPROVEMENT MAP

-  City Limits
-  2025 Work Type
-  Mill, Overlay
-  Overlay
-  Scrub Seal, Microsurface
-  Crack Seal, Microsurface
-  No Work Planned





CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION
SUBJECT:

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: October 1, 2024
PAGE: Page 1 of

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 701 Louisville., Starkville, MS 39759, with the parcel number 102G-00-036.00, 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 clean up of the property should occur.

SUMMARY:

Initial inspection of 701 Louisville., Starkville, MS 39759, with the parcel number 102G-00-036.00, was performed by Code Enforcement Officer Gabriel Steenwyk on September 9, 2024, This inspection contained conditions not suitable for public health and safety such as extensive overgrowth of the property. This is causing many issues for the neighboring properties such as, the appearance of the neighborhood and the overgrowth providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

Notices of the public hearing were posted on the front entrance window at City Hall and on the property on September 9, 2024. Notification letters of the public hearing were sent on September 10, 2024, to the property tax payer/owner MOSLEY JOSEPH THOMAS. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

A second inspection of the property was done on September 24, 2024, showing that attempts to resolve the issues have been made.

A third inspection of the property will occur on October 1, 2024, the morning of the scheduled Public Hearing to determine the state of the property.

REQUESTING

DIRECTOR'S

DEPARTMENT: Police-Code Enforcement

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move to determine the property, located at 701 Louisville St., Starkville, MS 39759, with the parcel number 102G-00-036.00, is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the city take action to maintain the landscape of this property.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted.

Any notice required by this section shall include language that informs the property owner that 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. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, 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; securing abandoned or dilapidated buildings; 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 governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (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. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

701 Louisville., Starkville, MS 39759, with the parcel number 102G-00-036.00, Property Link

deltacomputersystems.com/cgi-lrm5/LRMCGI02?HTMCNTY=MS53&HTMBASE=C&HTMKEY=MS530006345202300&HTMODB=&HTMPGM=&HTMPFL=&

ne G - Grammarly Code Patrol

Oktibbeha County Mississippi Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 9/24/2024 Tax Year 2023 Records Last Updated 9/23/2024

PROPERTY DETAIL			
OWNER	MOSLEY JOSEPH THOMAS IRREVOCAB TRUST	ACRES	**NA**
	5405 HIALEAH DR.	LAND VALUE	: 166000
	JACKSON MS 39211	IMPROVEMENTS	: 92500
		TOTAL VALUE	: 258500
		ASSESSED	: 38775

PARCEL 102G-00-036.00
ADDRESS 701 LOUISVILLE

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	2137.28	2137.28	0.00
CITY	1240.80	1240.80	0.00
SCHOOL	2558.37	2558.37	0.00
TOTAL	5936.45	5936.45	0.00

LAST PAYMENT DATE 11 / 21 / 2023 A Print Fee May Apply, Contact County For Total.

MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL	PT LOT 38 & 39 CITY BLK 39-B	
HOMESTEAD CODE	None	20 100 2014/8470 2016 7157	
TAX DISTRICT	4110	MAP 102G DB PG 401/103 2013/48	
PPIN	006345	77	
SECTION	03	B 2016 P 7157 09 29 2016	
TOWNSHIP	18N		
RANGE	14E		

Book 2016 Page 7157

[PURCHASE COUNTY TAX SALE FILES](#)

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

Back

The photographs below were taken from the public view at the city road by Officer Gabriel Steenwyk at the first inspection on September 9, 2024, at approximately 12:45 hrs.



Violation Notice issued pages 1-3,

STARKVILLE

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

Case No. 24-000518
Issued: September 10, 2024

Joseph Thomas Inevocable Trust Mosley
3455 WALDEAN DR
JACKSON, MS 39211

FIRST NOTICE OF VIOLATION

VIOLATION LOCATION
701 Louisville,
Starkville, MS 39759

LEGAL DESCRIPTION
Pt Lot 38 & 39 City Bk 39-S

An inspection of the above referenced property was made on September 10, 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 September 20, 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) 769-4416.

Issued By:

Gabriel Steenwyck S-45
Gabriel Steenwyck, Code Enforcement Officer

RECIPIENT: Joseph Thomas Inevocable Trust Mosley

Page 1/3

MYGOV US 24-000518, 09/10/2024 at 10:39 AM

STARKVILLE

City of Starkville, MS
Phone: (662) 323-4847



Page 3/3

MYGOV US 24-000518, 09/10/2024 at 10:39 AM

MYGOV US City of Starkville, MS Phone: (662) 323-4847

STARKVILLE

Violations Listing

Dilapidated Structures [MCA Section 21-19-11]
Reported By: Gabriel Steenwyck on Sep 09, 2024 at 11:24 AM
Property or parcel of land determined to be menace to public health, safety and welfare.

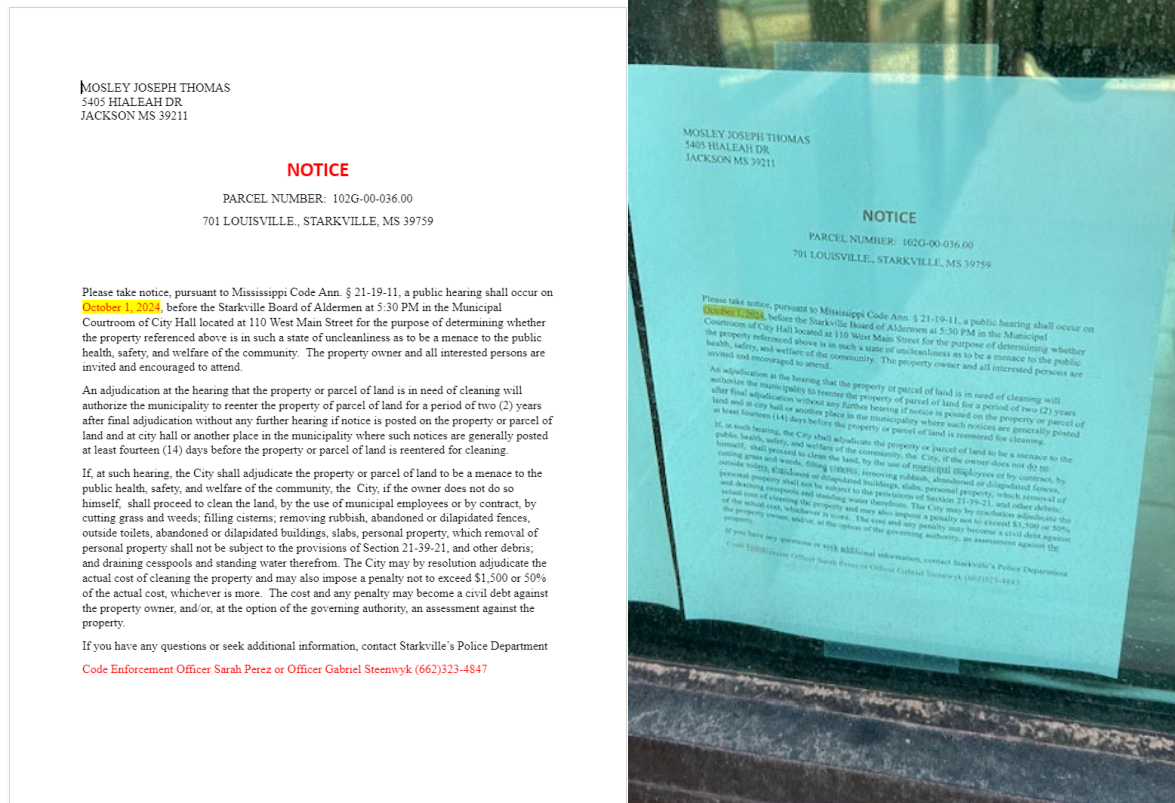
CORRECTION	DESCRIPTION
Agency Steps for Non-Compliance (Penalty) REQUIRED	The City shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated 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 cessapools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (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. 

Page 2/3

MYGOV US 24-000518, 09/10/2024 at 10:39 AM

4

Photographs below were taken by Officer Gabriel Steenwyk on September 9, 2024, public hearing notices were posted in the front window at City Hall.



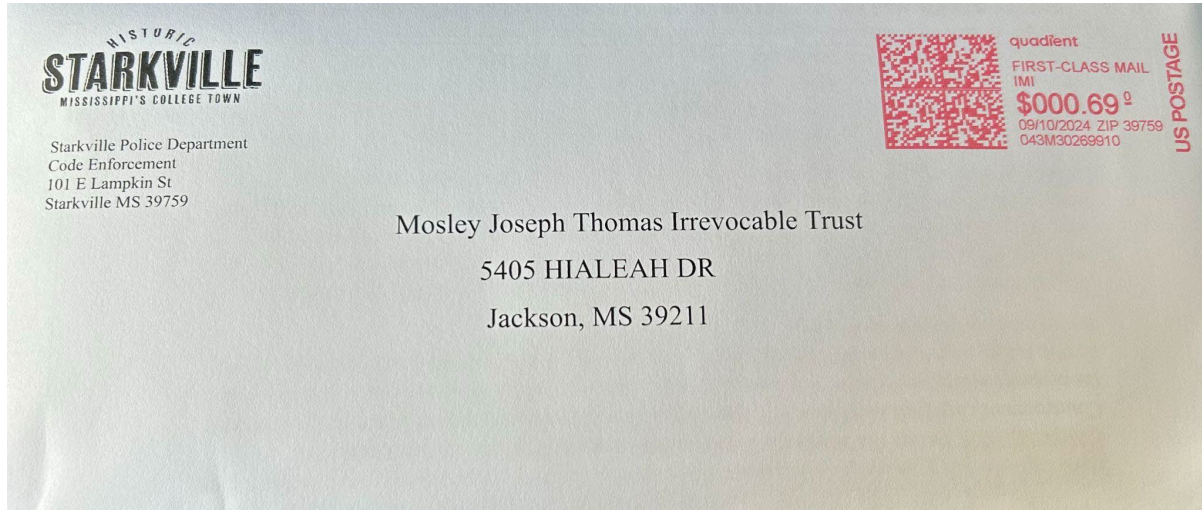
Public Hearing notice was posted on the property on September 9, 2024.

(CALL CARD)

Call #	24-031453	Dispatcher	STEENWYK, G			
Date/Time	09/09/2024 14:23:20	Disposition	REPORT			
Type	CODE ENFORCEMENT	Zone				
How Rcvd	OFFICER INITIATED					
Sent To Dispatch						
Location Address						
CITY HALL						
Officer Information						
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number	
STEENWYK, G	14:23:20	14:23:20	14:24:34			
Notes						
9/9/2024 2:23:54 PM	STEENWYK, G	POSTING PUBLIC HEARING NOTICE FOR 701 LOUISVILLE ST				
9/9/2024 2:24:16 PM	STEENWYK, G	CASE #24-000518				
9/9/2024 2:24:25 PM	STEENWYK, G	PHOTO TAKEN				

Public Hearing notice mailed to the property owner via US mail on September 10, 2024

(PHOTOS OF MAIL SENT)



The photographs below were taken from the public view at the city road by Sergeant Scotty Carrithers at the second inspection on September 24, 2024, at approximately 16:04 hrs. The photographs show that an apparent change has been made to change the appearance of the property.

(CALL CARD)

STARKVILLE POLICE DEPT		from 09/24/2024			
Calls For Service		thru 09/24/2024 18:15			
Call #	24-033245	Dispatcher	EPPS, J		
Date/Time	09/24/2024 16:04:29	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch	09/24/2024 16:04:39				
Location Address					
701 LOUISVILLE ST					
STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
CARRITHERS, S	16:04:29	16:04:29	16:06:24		
Notes					
9/24/2024 4:04:29 PM		EPPS, J		State: MS Plate Type: PC Plate Year: 2024	





AGENDA REQUEST

TO: Mayor and Board of Aldermen

FROM: Sgt. Scotty Carrithers, Code Enforcement Supervisor

DATE: October 01, 2024

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

Request:

Hold Public Hearing for Lot Mowing list pursuant to Mississippi Code § 21-19-11.

Case #	Parcel #	Location	Owner	Owner Address
--------	----------	----------	-------	---------------

24-000536	102b-00-187.00	200 Lindbergh	CWLJG TRUST Teresa J Harding	746 Edgewood Dr Eupora, MS 39744
24-000535	102B-00-136.00	30 Lindbergh	DANNY BOY LIMITED PARTNERSHIP	104 HWY 82 W., Starkville, MS 39759
24-000534	102H-00-170.00	722 Vine St	DONNIE COVINGTON	199 MARY MAGDALINE RD., Hattiesburgh, MS 39401

24-000534 - 102H-00-170.00 - 722 Vine St



24-000535 - 102B-00-136.00 - 30 Lindbergh



24-000536 - 102B4 -00-187.00 - 200 Lindbergh



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

AGENDA ITEM DEPT.: Administration
AGENDA DATE: October 1, 2024
PAGE: 1

SUBJECT: CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF UP TO \$7,000,000 TO PROVIDE FUNDS FOR IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE SERIES 2025 BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE REVENUES TO BE DERIVED FROM THE OPERATION OF THE SYSTEM IN AMOUNTS SUFFICIENT TO PAY THE COST OF THE OPERATION AND MAINTENANCE THEREOF AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2025 BONDS; MAKING PROVISION FOR A BOND AND INTEREST FUND, A DEPRECIATION FUND, A CONTINGENT FUND, AN IMPROVEMENT FUND, AN OPERATION AND MAINTENANCE FUND, AND A REVENUE FUND; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE SERIES 2025 BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2025 BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025 BONDS; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025 BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2025 BONDS; AND FOR RELATED PURPOSES.

AMOUNT & SOURCE OF FUNDING: \$7,000,000 for utilities revenue bonds to be paid from the water and sewer rates of the customers

REQUESTING
DEPARTMENT: Administration

DIRECTOR'S
AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

MOVE APPROVAL OF THE RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF UP TO \$7,000,000 TO PROVIDE FUNDS FOR IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE SERIES 2025 BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE REVENUES TO BE DERIVED FROM THE OPERATION OF THE SYSTEM IN AMOUNTS SUFFICIENT TO PAY THE COST OF THE OPERATION AND MAINTENANCE THEREOF AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2025 BONDS; MAKING PROVISION FOR A BOND AND INTEREST FUND, A DEPRECIATION FUND, A CONTINGENT FUND, AN IMPROVEMENT FUND, AN OPERATION AND MAINTENANCE FUND, AND A REVENUE FUND; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE SERIES 2025 BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2025 BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025 BONDS; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025 BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2025 BONDS; AND FOR RELATED PURPOSES.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF \$7,000,000 TO PROVIDE FUNDS FOR IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE SERIES 2025A BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE REVENUES TO BE DERIVED FROM THE OPERATION OF THE SYSTEM IN AMOUNTS SUFFICIENT TO PAY THE COST OF THE OPERATION AND MAINTENANCE THEREOF AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2025A BONDS; MAKING PROVISION FOR A BOND AND INTEREST FUND, A DEPRECIATION FUND, A CONTINGENT FUND, AN IMPROVEMENT FUND, AN OPERATION AND MAINTENANCE FUND, AND A REVENUE FUND; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE SERIES 2025A BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2025A BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025A BONDS; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025A BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2025A BONDS; AND FOR RELATED PURPOSES.

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

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

“Act” shall mean Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended.

“Additional Bonds” shall mean Bonds issued on a parity of lien with the Series 2025A Bonds pursuant to the requirements of this Bond Resolution, the Series 2019 Bonds, and the Loans.

“Additional Bonds Resolution” shall mean any resolution of the Governing Body authorizing and directing the issuance of Additional Bonds.

“Annual Debt Service Requirement” shall mean for any Fiscal Year, the sum of the following with respect to all Bonds Outstanding: (a) all amounts required to pay principal (at maturity or upon mandatory redemption other than mandatory sinking fund redemption payments), (b) the amount of any mandatory sinking fund requirement (including for the Fiscal Year in which such Bonds shall be redeemed from the sinking fund only such amount as was not required to be funded prior to such Fiscal Year), and (c) interest due on all Bonds Outstanding.

“Authorized Purpose” shall mean improving, repairing, and extending the System.

“Bonds” or “Bond” shall mean the Series 2025A Bonds and any Additional Bonds hereafter issued under the terms, limitations, and conditions provided in this Bond Resolution.

“Bond and Interest Fund” shall mean the Bond and Interest Fund authorized, established, designated, and provided for in Section 5.03(a)(2) this Bond Resolution.

“Bond Counsel” shall mean Watkins & Eager PLLC, Jackson, Mississippi, or any other Nationally Recognized Bond Counsel.

“Bond Insurance Policy” shall mean the insurance policy, if any, issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2025A Bonds when due.

“Bond Insurer” shall mean such municipal bond insurer, if any, as is approved for such purpose by both the Purchaser and by the Mayor on behalf of the Municipality, or any successor thereto or assignee thereof.

“Bond Resolution” shall mean this resolution adopted October 1, 2024, by the Governing Body, authorizing and directing the issuance of the Series 2025A Bonds.

“Bond Year” shall mean the period beginning on the Closing Date and ending on the last day of September next occurring and each one-year period thereafter during which any Series 2025A Bonds remain Outstanding; provided, however, that the final Bond Year shall end on the date the Series 2025A Bonds are retired.

“Bondholder” or “Holder” shall mean the Registered Owner of any Bond issued pursuant to this Bond Resolution.

“Business Day” shall mean a day of the year on which banks located in the city in which the principal office of the Paying Agent is located are not required or authorized to remain closed.

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

“Closing Date” with respect to the Series 2025A Bonds shall mean the date of issuance and delivery of the Series 2025A Bonds to the Purchaser, and with respect to any Additional Bonds, shall mean the date of issuance and delivery of such Additional Bonds.

“Code” shall mean the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and the Treasury Regulations promulgated thereunder.

“Consulting Engineer” shall mean such competent engineers or engineering firm(s) as are employed by the Municipality or engaged by the Municipality to study the System in order to determine the nature and extent of the Project and to make estimates of the cost thereof.

“Contingent Fund” shall mean the Combined Water and Sewer System Contingent Fund authorized, established, designated, and provided for in Section 5.03(a)(4) of this Bond Resolution.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement to be executed by the Municipality and dated the Closing Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Current Debt Service Account” shall mean the Current Debt Service Account authorized, established, designated, and provided for in Section 5.03(a)(2)(A) of this Bond Resolution.

“Current Expenses” shall mean the reasonable and necessary current expenses of maintenance, repair, and operation of the System, and shall include, without limiting the generality of the foregoing, expenses not annually recurring, premiums for insurance, administrative, and engineering expenses relating to maintenance, repair, and operation, fees and expenses of the Paying Agent, legal and financial advisory expenses, taxes lawfully imposed on the System, reasonable payments to pension or retirement funds for employees of the System, and any other expenses of the System required or permitted to be paid by the Municipality under the provisions of this Bond Resolution, or by law, but shall not include any allowance for depreciation or deposits or transfers to the credit of the Bond and Interest Fund, the Depreciation Fund, or the Contingent Fund.

“Debt Service Reserve Account” shall mean the Debt Service Reserve Account authorized, established, designated, and provided for in Section 5.03(a)(2)(B) of this Bond Resolution.

“Defaulted Interest” shall mean interest on any Bond which is not paid on the date due.

“Defaulted Principal” shall mean principal of any Bond which is not paid on the date due.

“Depreciation Fund” shall mean the Combined Water and Sewer System Depreciation Fund authorized, established, designated, and provided for in Section 5.03(a)(3) of this Bond Resolution.

“DTC” shall mean The Depository Trust Company, New York, New York.

“Event of Default” shall mean an event of default as described in Section 8.01 of this Bond Resolution.

“Fiscal Year” with respect to the Municipality shall mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

“Improvement Fund” shall mean the Combined Water and Sewer System Improvement Fund authorized, established, designated, and provided for in Section 6.01 of this Bond Resolution.

“Loans” shall mean any loans for the System existing on the date of issuance of the Series 2025A Bonds resulting from any loan agreements entered into by the Municipality under any loan programs of the State.

“Maximum Annual Debt Service Requirement” shall mean, at any given time of determination with respect to the Bonds, or any series thereof, an amount equal to the maximum Annual Debt Service Requirement coming due thereon for the then current or any future Fiscal Year.

“Mayor” shall mean the Mayor of the Municipality.

“Municipal Advisor” shall mean Stephens Inc., Ridgeland, Mississippi.

“Nationally Recognized Bond Counsel” shall mean an attorney or firm of attorneys with a national reputation for rendering opinions in connection with the issuance of municipal obligations and the tax-exempt status under federal law of interest on such obligations.

“Net Revenues” shall mean all Revenues of the System remaining after payment of Current Expenses, debt service on the Series 2019 Bonds, and debt service on the Loans.

“Notice” shall mean the Notice of Bond Sale set out in Section 10.01 hereof.

“Operation and Maintenance Fund” shall mean the Combined Water and Sewer System Operation and Maintenance Fund authorized, established, designated, and provided for in Section 5.03(a)(1) of this Bond Resolution.

“Outstanding” in connection with the Bonds shall mean, as of the time in question, all Bonds authenticated and delivered under this Bond Resolution or any Additional Bonds Resolution, except:

(1) Bonds theretofore canceled or required to be canceled under any of the aforesaid bond resolutions;

(2) Bonds deemed paid under the aforesaid bond resolutions; and

(3) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to any of the aforesaid bond resolutions.

In determining whether the Holders of a requisite aggregate principal amount of Bonds Outstanding have concurred in any request, demand, authorization, direction, notice, consent, or waiver under the provisions hereof, unless all Bonds Outstanding are so held, Bonds which are held by or on behalf of the Municipality or any person controlling, controlled by or under common control with the Municipality shall be disregarded for the purpose of any such determination.

“Paying Agent” shall mean any bank, trust company, or other institution herein or hereafter designated by the Governing Body to make payments of the principal of and interest on the Series 2025A Bonds, and to serve as registrar and transfer agent for the registration of Registered Owners

of the Series 2025A Bonds, and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

“Payment Date” shall mean such dates as are detailed in the Notice, and continuing until the last such date on which any of the Series 2025A Bonds is Outstanding, or is paid in full whether at maturity or upon redemption thereof.

“Person” shall mean an individual, partnership, corporation, trust, or unincorporated organization, and a government or agency or political subdivision thereof.

“Principal and Interest Requirements” for any Bond Year shall mean the sums sufficient for the payment of the principal of and interest on the Bonds which will mature and accrue during such period, including the Loans, excluding any principal or premium payable pursuant to any optional redemption provisions but including, with respect to Bonds which are term Bonds, any principal and interest coming due in such Bond Year pursuant to any mandatory sinking fund redemption payments pertaining to such term Bonds.

“Procedures” shall mean the Post Issuance Compliance Procedures, attached hereto as **Attachment B**.

“Project” shall mean providing funds for the Authorized Purpose, to be made in substantial accordance with the plans and specifications, as they may be amended and supplemented, prepared by the Consulting Engineer, and the payment of the costs of issuance of the Series 2025A Bonds.

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

“Record Date” shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Series 2025A Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date thereof.

“Record Date Registered Owner” shall mean the Registered Owner as of the Record Date.

“Redemption Price” shall mean, with respect to a Series 2025 Bond, the principal amount of such Series 2025 Bond, plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms and pursuant to the provisions hereof.

“Registered Owner” shall mean the Person whose name shall appear in the registration records of the Municipality as the Registered Owner of a Bond or Bonds.

“Representation Letter” shall mean the Blanket Letter of Representation to DTC pertaining to book-entry obligations of the Municipality.

“Reserve Account Requirement” for an issue of Bonds shall, except as otherwise provided below, be calculated as of the date of initial issuance of such issue of Bonds and shall be the lesser of: (a) 10% of the “principal amount” of all Bonds of such issue; (b) the Maximum Annual Debt Service Requirement with respect to such issue, calculated on a Bond Year basis; and (c) 125% of the average annual debt service on such issue, calculated on a Bond Year basis. The amount of

the Reserve Account Requirement for an issue of Bonds shall be calculated and/or recalculated as of: the date of initial issuance of such issue of Bonds; any date on which such issue of Bonds shall be retired, paid in full or defeased; and any date on which a portion, but not all, of the Bonds of such issue shall be refunded. If a portion, but not all, of the Bonds of an issue (the "Refunded Issue") shall be refunded, the Reserve Account Requirement shall be computed on the date of initial issuance of the refunding Bonds (the "Refunding Issue") and thereafter as applicable collectively with respect to the Refunded Issue and the Refunding Issue as the lesser of: (a) the greater of (i) 10% of the aggregate Outstanding principal of the Refunded Issue plus 10% of the principal of the Refunding Issue, and (ii) the Reserve Account Requirement with respect to the Refunded Issue as of its date of initial issuance; (b) the aggregate Maximum Annual Debt Service Requirement, taking into account all Outstanding Bonds of the Refunded Issue and the Refunding Issue, calculated on a Bond Year basis; (c) 125% of the average future annual debt service on all Outstanding Bonds of the Refunded Issue and the Refunding Issue, calculated on a Bond Year basis; and (d) the maximum amount which can be allocated to the Debt Service Reserve Account without causing the Debt Service Reserve Account to be other than a reasonably required reserve or replacement fund under Treasury Regulations as applicable to the Refunded Issue and the Refunding Issue. The Reserve Account Requirement may be funded with a Reserve Fund Surety Bond, cash, or a combination of both. As used in this paragraph, the term "principal amount" shall mean, with respect to any Bond, the stated principal amount of such Bond, unless the issue of Bonds which included such Bond had more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, in which event principal amount shall mean the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations) of such Bond.

"Reserve Fund Surety Bond" shall mean an insurance policy, letter of credit, or surety bond issued by an insurance company or financial institution acceptable to and approved by the Municipality and the rating agency, if any, and also approved by the Bond Insurer, if any, which shall be issued in an amount equal to all or a portion of the Reserve Account Requirement and may be utilized in whole or in part to satisfy the deposit and funding requirements set forth in this Bond Resolution in lieu of or in substitution for a deposit of cash or securities.

"Revenue Fund" shall mean the Combined Water and Sewer System Revenue Fund authorized, established, designated, provided for in Section 5.02 of this Bond Resolution.

"Revenues" shall mean all payments, proceeds, fees, charges, rents, and all other income (including investment income) derived by or for the account of the Municipality from its ownership and operation of the System, excluding all acreage, front-footage, assessment, and similar fees and charges derived by the Municipality in connection with the provision of or payment for capital improvements constituting a part of the System, and gifts, grants, bequests, and proceeds of tax levies, if any, all as calculated in accordance with generally accepted accounting principles.

"Series 2019 Bonds" shall mean the \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated and issued May 1, 2019, and maturing May 1, 2039.

“Series 2025A Bonds” shall mean the Combined Water and Sewer System Revenue Bonds, Series 2025, of the Municipality in the original principal amount of \$7,000,000, authorized and directed to be issued in this Bond Resolution.

“Special Record Date” shall mean the date fixed by the Paying Agent pursuant to Section 3.02(d) and Section 3.02(e) of this Bond Resolution for the payment of Defaulted Interest and Defaulted Principal, respectively.

“Subsection 148(f)” shall mean Subsection 148(f) of the Code.

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

“System” shall mean the combined waterworks, water supply, sewage, and sewage disposal system of the Municipality, as the same presently exists and as hereafter improved, repaired, and extended.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. Heretofore, on Tuesday, March 15, 2022, the Governing Body adopted a resolution entitled, **“RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF \$7,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES”** (the “Resolution of Intent”), wherein the Governing Body found, determined, and adjudicated that it is necessary that the Series 2025A Bonds be issued in the amount, for the purpose, and secured as aforesaid, declared its intention to issue the Series 2025A Bonds, and fixed Tuesday, April 19, 2022, at 5:30 p.m., as the date and hour on which it proposed to authorize the issuance of the Series 2025A Bonds, on or prior to which date and hour any protests to be made against the issuance of such bonds were required to be filed.

3. As required by law and as directed by the Resolution of Intent, the Resolution of Intent was published once a week for at least three consecutive weeks in *The Starkville Daily News*, a newspaper published in and of general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the Resolution of Intent having been published in *The Starkville Daily News* on March 25, 2022, April 1, 2022, and April 8, 2022, the third such publication on April 8, 2022, being more than 10 days prior to April 19,

2022, the date set for the filing of protests on the matter of authorizing the issuance of the Series 2025A Bonds.

4. On Tuesday, April 19, 2022, at 5:30 p.m., the date and hour on which it was proposed to authorize the issuance of the Series 2025A Bonds, no written protest or other objection of any kind or character against the issuance of the bonds described in the Resolution of Intent was filed or presented by qualified electors of the Municipality.

5. Therefore, on Tuesday, April 19, 2022, the Governing Body adopted a resolution entitled **“RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, OR A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF \$7,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; AND FOR RELATED PURPOSES”** (the “Resolution Authorizing Issuance”), wherein the Governing Body found, determined, and adjudicated that it was authorized to issue and sell the Series 2025A Bonds for the Project, pursuant to the subsequent orders of the Governing Body.

6. It is advisable and in the public interest to authorize the Mayor to arrange for a Bond Insurance Policy for the payment of principal and interest on the Series 2025A Bonds in the event that the Mayor determines that obtaining any Bond Insurance Policy is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2025A Bonds. The Governing Body should authorize the Bond Insurance Policy to be obtained and should authorize a commitment for the Bond Insurance Policy to be executed on behalf of the Municipality by the Mayor and the City Clerk.

7. It is advisable and in the public interest to authorize the Mayor to arrange for a bond rating for the Series 2025A Bonds in the event that the Mayor determines obtaining any bond rating or bond ratings is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2025A Bonds. The Governing Body should authorize the obtaining of the bond rating, the execution of any documents necessary or appropriate for such purpose, and the commitment to pay the rating fee and other usual costs pertaining to any bond rating.

8. It is advisable and in the public interest to authorize the Mayor to arrange for a Reserve Fund Surety Bond for the Series 2025A Bonds in the event that the Mayor determines obtaining any Reserve Fund Surety Bond is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2025A Bonds. The Governing Body should authorize the obtaining of Reserve Fund Surety Bond, the execution of any documents necessary or appropriate for such purpose, and other usual costs pertaining to the Reserve Fund Surety Bond.

9. The Governing Body has heretofore found and determined that it is necessary, advisable, and in the best interest of the Municipality and its citizens to proceed with the Project. It is advisable that the costs of the Project should be met through the issuance of the Series 2025A Bonds, issued and secured in the manner hereinafter provided.

10. The Governing Body now finds and determines that it is necessary, advisable, and in the public interest to direct the issuance of and offer for sale the Series 2025A Bonds in the maximum principal amount of \$7,000,000, out of the authorized maximum principal amount of \$7,000,000.

11. The estimated cost of the Project caused to be made by the Governing Body is \$7,000,000, and the estimated life thereof is at least 30 years.

12. The Governing Body heretofore has found and determined that it is advisable that the cost of the Project should be met through the issuance of the Series 2025A Bonds, payable solely from the Revenues to be derived from the ownership and operation of the System.

13. The Municipality is authorized under the provisions of the Act to issue its Series 2025A Bonds to provide funds for the Project, the Series 2025A Bonds to be payable solely from Net Revenues and certain funds provided for herein.

14. The amount of the Series 2025A Bonds, when added to the outstanding indebtedness of the Municipality, will not exceed any constitutional, statutory, or charter limitation of indebtedness.

15. The Municipality is authorized under the provisions of the Act to issue the Series 2025A Bonds to provide funds for the Project.

16. The pledge of and lien on a sufficiency of the Net Revenues and amounts on deposit from time to time in the Improvement Fund and the Bond and Interest Fund should be extended in this Bond Resolution for the benefit of the Registered Owners of the Series 2025A Bonds.

17. The Code provides that noncompliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance, and provides that the tax-exempt status of interest on obligations such as the Series 2025A Bonds is contingent on a number of future actions by the Municipality. It is necessary to make certain covenants pertaining to the exclusion of the interest on the Series 2025A Bonds from gross income for purposes of federal income taxes, since such exclusion may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

18. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Series 2025A Bonds will be used to carry out the governmental purposes of the Series 2025A Bonds within a three-year period beginning on the date of issuance of the Series 2025A Bonds.

19. The Series 2025A Bonds are not “private activity bonds” as such term is defined in Section 141 of the Code.

20. The Preliminary Official Statement pertaining to the sale of the Series 2025A Bonds, in substantially the form attached hereto as **Attachment A**, should be approved by the Governing Body of the Municipality, and copies thereof distributed to prospective purchasers of the Series 2025A Bonds.

21. The Official Statement pertaining to the sale of the Series 2025A Bonds should be approved by the Governing Body, and it is necessary and appropriate for the Governing Body to authorize the execution thereof.

22. It is necessary and appropriate for this Governing Body to approve the Continuing Disclosure Agreement attached to the Preliminary Official Statement and to authorize the execution thereof.

23. The Governing Body desires to approve and adopt the Procedures, substantially in the form attached hereto as **Attachment B**.

24. It has now become necessary to make provision for the preparation, execution, issuance, sale, and delivery of the Series 2025A Bonds

25. The Governing Body desires to go forward with preparation for the issuance of the Series 2025A Bonds for the Project, and desires to affirm or approve the engagement of certain professionals to assist with the issuance of the Series 2025A Bonds.

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

ARTICLE I

STATUTORY AUTHORITY; SYSTEM

SECTION 1.01. AUTHORITY OF THIS BOND RESOLUTION. This Bond Resolution is adopted pursuant to the authority of and in compliance with the provisions of the Act.

SECTION 1.02. SYSTEM. The waterworks, water supply, sewage, and sewage disposal system of the Municipality, together with all extensions thereof, shall be operated as a combined water and sewer system, referred to herein as the System.

ARTICLE II

APPLICATION OF SERIES 2025 BOND PROCEEDS

SECTION 2.01. APPLICATION OF SERIES 2025 BOND PROCEEDS. All funds received from the sale of the Series 2025A Bonds shall on the Closing Date be applied as follows:

(a) **BOND AND INTEREST FUND.** Into the Bond and Interest Fund as follows:

(1) **CURRENT DEBT SERVICE ACCOUNT.** A sum equal to the amount of accrued interest received upon the sale and delivery of the Series 2025A Bonds shall be deposited into the Current Debt Service Account of the Bond and Interest Fund.

(2) **DEBT SERVICE RESERVE ACCOUNT.** To the extent that other funds of the Municipality have not been deposited into the Debt Service Reserve Account, so that the

amount therein is equal to the Reserve Account Requirement, or a Reserve Fund Surety Bond has not been issued to the Municipality, then such sum as is necessary, in addition to other funds on deposit in the Debt Service Reserve Account, shall be deposited into the Debt Service Reserve Account so that the total amount therein is equal to the Reserve Account Requirement.

(b) IMPROVEMENT FUND. The remaining portion of the sale proceeds of the Series 2025A Bonds shall be deposited into the Improvement Fund.

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

SECTION 3.01. AUTHORIZATION AND TERMS OF THE SERIES 2025A BONDS. (a) The Series 2025A Bonds are hereby authorized and directed to be issued for the Project. The Series 2025A Bonds will be registered as to both principal and interest; will be dated the date of delivery thereof; will be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from 1 upward in the order of issuance; will bear interest, calculated on the 30/360 basis, from the date thereof at the rate or rates specified by further order of the Governing Body, payable on such date as detailed in the Notice, and semiannually thereafter on such dates as detailed in the Notice; for a term not to exceed 30 years; and will mature and become due and payable, with option of prior payment, in the years and in the principal amounts as detailed in the Notice.

(b) The Series 2025A Bonds shall be subject to redemption prior to their respective maturities at the election of the Municipality as detailed in the Notice, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption, as follows:

(1) Interest shall cease to accrue on any of the Series 2025A Bonds which are duly called for redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

(2) At least 30 days before the redemption date of any Series 2025A Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (i) to be filed with the Paying Agent and (ii) to be mailed, postage prepaid, to all Registered Owners of the Series 2025A Bonds to be redeemed at their addresses as they appear on the registration books herein provided for on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the place or places at which payment shall be made, and, if less than all of the Series 2025A Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2025A Bonds to be redeemed.

(3) Prior to the date fixed for redemption, funds shall be placed with the Paying Agent to pay the Series 2025A Bonds called for redemption and accrued interest thereon to the redemption date and the premium, if any, in trust with irrevocable instructions to apply such funds to such payment on such date. Upon the happening of the above conditions, the Series 2025A

Bonds, or portions thereof, thus called for redemption shall cease to bear interest from and after the redemption date, shall no longer be protected by this Bond Resolution and shall not be deemed to be Outstanding under the provisions of this Bond Resolution.

SECTION 3.02. PAYMENTS OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST.

(a) Payments of principal and premium, if any, shall be made without the necessity of presentation and surrender of the Series 2025A Bonds at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) Except as set forth in Section 3.02(d), payment of each installment of interest on the Series 2025A Bonds shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Series 2025 Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Except as set forth in Section 3.02(d), interest on the Series 2025A Bonds shall be paid and, without the necessity of presentation and surrender of the Series 2025A Bonds as set forth in Section 3.02(a) hereof, principal and premium, if any, of the Series 2025A Bonds shall be paid by wire or check or draft mailed on the applicable Payment Date to Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the Record Date preceding the applicable Payment Date to be effective as of such Record Date.

(d) Defaulted Interest with respect to any Series 2025 Bond shall cease to be payable to the relevant Record Date Registered Owner of such Series 2025 Bond and, except as hereinafter provided, shall be payable to the Person in whose name such Series 2025 Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest. The Special Record Date shall be fixed in the following manner: the Municipality shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series 2025 Bond and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time, the Municipality shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust by the Paying Agent for the benefit of the Bondholders entitled to such Defaulted Interest. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest, which date shall be not more than 15 days nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the Paying Agent receives the notice of the proposed payment. The Paying Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, not less than 10 days prior to such Special Record Date, to each Bondholder entitled to such Defaulted Interest at the address of such Person as it appears on the registration records of the Paying Agent. Such Defaulted Interest shall be paid on the Payment Date chosen by the Municipality to the Registered Owners as of the Special Record Date of the Series 2025A Bonds with respect to which such Defaulted Interest is payable,

said payment to be made by wire or check or draft mailed by the Paying Agent to such Registered Owners at their addresses appearing on the registration records of the Paying Agent. Defaulted Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of a Series 2025 Bond subsequent to the Special Record Date and prior to the date set for payment of such Defaulted Interest.

(e) Defaulted Principal with respect to any Series 2025 Bond shall cease to be payable to the relevant Record Date Registered Owner of such Series 2025 Bond and, except as hereinafter provided, shall be payable to the Person in whose name such Series 2025 Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Principal. The Special Record Date shall be fixed in the following manner: the Municipality shall notify the Paying Agent in writing of the amount of Defaulted Principal proposed to be paid on each Series 2025 Bond and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time, the Municipality shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Principal or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust by the Paying Agent for the benefit of the Bondholders entitled to such Defaulted Principal. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Principal, which date shall be not more than 15 days nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the Paying Agent receives the notice of the proposed payment. The Paying Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, shall cause notice of the proposed payment of such Defaulted Principal and the Special Record Date therefor to be mailed, first-class postage prepaid, not less than 10 days prior to such Special Record Date, to each Bondholder entitled to such Defaulted Principal at the address of such Person as it appears on the registration records of the Paying Agent. Such Defaulted Principal shall be paid on the Payment Date chosen by the Municipality without the necessity of presentation and surrender of the applicable Series 2025A Bonds at the principal office of the Paying Agent to the Registered Owners as of the Special Record Date of the Series 2025A Bonds with respect to which such Defaulted Principal is payable, said payment to be made by wire or check or draft mailed by the Paying Agent to such Registered Owners at their addresses appearing on the registration records of the Paying Agent. Defaulted Principal shall be payable in the aforesaid manner irrespective of any transfer or exchange of a Series 2025 Bond subsequent to the Special Record Date and prior to the date set for payment of such Defaulted Principal.

SECTION 3.03. EXECUTION AND VALIDATION OF THE SERIES 2025A BONDS; CONDITIONS TO DELIVERY OF THE SERIES 2025A BONDS. (a) The Series 2025A Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Series 2025A Bonds, other than the signature of an authorized officer of the Paying Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the Municipality whose signature or a facsimile of whose signature shall appear on the Series 2025A Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(b) The Series 2025A Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale, and validation of the Series 2025A Bonds, and the final, unqualified approving opinion of Bond Counsel.

(c) Prior to or simultaneously with the delivery by the Paying Agent of any of the Series 2025A Bonds, the Municipality shall file with the Paying Agent:

(1) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale, and validation of the Series 2025A Bonds; and

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

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

(e) Certificates, blank as to denomination, rate of interest, and date of maturity and sufficient in quantity in the judgment of the Municipality to meet the reasonable transfer and reissuance needs on the Series 2025A Bonds, shall be printed and delivered to the Paying Agent in generally-accepted format, and held by the Paying Agent until needed for transfer or reissuance, whereupon the Paying Agent shall imprint the appropriate information as to denomination, rate of interest, and date of maturity prior to the registration, authentication, and delivery thereof to the transferee holder. Subject to the approval of the Governing Body, the Paying Agent is hereby authorized to have printed from time to time as necessary additional certificates bearing the facsimile seal of the Municipality and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Series 2025A Bonds.

(f) The Series 2025A Bonds herein directed to be issued shall be submitted to validation under the provisions of Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and, to that end, the City Clerk is hereby instructed to make up, certify, and transmit to the State Bond Attorney a transcript of proceedings and other documents relating to the authorization, issuance, and sale of the Series 2025A Bonds.

(g) When the Series 2025A Bonds shall have been validated and executed as herein provided, they shall be registered as obligations of the Municipality in the office of the City Clerk in a book maintained for that purpose, and the City Clerk shall cause to be imprinted upon each of the Series 2025A Bonds, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 3.10 hereof.

(h) The Municipality provides hereinafter that the Debt Service Reserve Account shall be additionally fully funded in an amount equal to the Reserve Account Requirement and further provides that all Additional Bonds, regardless of the time or times of their issuance shall rank equally with respect to their lien on the Net Revenues of the System, and their source of and security for payment therefrom without preference of any Bonds over any other.

SECTION 3.04. PROVISIONS CONCERNING THE PAYING AGENT. (a) A Paying Agent for the Series 2025A Bonds, which shall serve as paying agent, registrar, and transfer agent, shall be designated by further order of the Governing Body.

(b) So long as any of the Series 2025A Bonds shall remain Outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Series 2025A Bonds. The Paying Agent is hereby appointed registrar for the Series 2025A Bonds, in which capacity the Paying Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Series 2025 Bond entitled to registration or transfer.

(c) The Paying Agent shall be paid or reimbursed for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents, and bond registrars, subject to agreement between the Municipality and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct, or willful default of the Paying Agent, shall be made by the Municipality on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body. The fees and expenses of the Paying Agent shall be an expense of the System and shall be paid from the Operation and Maintenance Fund.

(d) (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving written notice at least 60 days in advance to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to this Bond Resolution.

(2) Upon receiving notice of the resignation of a Paying Agent, the Municipality shall promptly appoint a successor Paying Agent by resolution of the Governing Body. Any appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within 30 days after the notice of resignation, the resigning Paying Agent may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

(3) In the event of a change of Paying Agents, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Paying Agent, and the successor Paying Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

(4) Any successor Paying Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having a combined capital and surplus of at least \$25,000,000, having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(5) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying Agent and to the Municipality an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(6) Should any transfer, assignment or instrument in writing be required by any successor Paying Agent from the Municipality to more fully and certainly vest in such successor Paying Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the Municipality.

(7) The Municipality will provide any successor Paying Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2025A Bonds.

(8) All duties and obligations imposed hereby on a Paying Agent or successor Paying Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

(e) Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible under the provisions of Section 3.04(d)(4) hereof.

SECTION 3.05. INTERCHANGEABILITY OF SERIES 2025A BONDS. The Series 2025A Bonds, upon surrender thereof at the office of the Paying Agent, together with an assignment duly executed on the Series 2025 Bond by the Registered Owner or his attorney or legal representative, may be exchanged for an equal aggregate principal amount of Series 2025A Bonds of the same series and maturity, of any denomination or denominations authorized by this Bond Resolution, and bearing interest at the same rate.

SECTION 3.06. REGISTRATION BOOKS AND BOND REGISTRAR. (a) In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Series 2025A Bonds within 30 days of the date of sale, or at such other later date as may be designated by the Municipality, one Series 2025 Bond

registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Series 2025A Bonds shall be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Series 2025A Bonds, the Paying Agent shall re-register any such Series 2025 Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

(b) So long as any Series 2025A Bonds remain Outstanding, the Municipality shall maintain at the office of the Paying Agent books for the registration and transfer of Series 2025A Bonds. The Paying Agent is hereby appointed Bond Registrar for the Municipality for the purpose of registration and transfer of the Series 2025A Bonds. The Paying Agent, as Bond Registrar, shall register in such books and permit to be transferred thereon, under such reasonable regulations as the Paying Agent may prescribe, any Series 2025 Bond entitled to registration or transfer.

SECTION 3.07. TRANSFER OF SERIES 2025A BONDS. (a) Each Series 2025 Bond shall be transferable only on the books of the Municipality kept at the Paying Agent, upon surrender thereof at the principal office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any such Series 2025 Bond, the Municipality shall issue in the name of the transferee a new Series 2025 Bond or Series 2025A Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Series 2025 Bond.

(b) The Municipality and the Paying Agent may deem and treat the Person in whose name any Series 2025 Bond shall be registered upon the books of the Municipality as the absolute owner thereof, whether such Series 2025 Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2025 Bond and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability of the Municipality upon such Series 2025 Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

(c) In all cases in which the privilege of transferring Series 2025A Bonds is exercised, the Paying Agent shall authenticate and deliver Series 2025A Bonds in accordance with the provisions of this Bond Resolution.

SECTION 3.08. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFERS. (a) In all cases in which the privilege of exchanging or transferring Series 2025A Bonds is exercised, the Municipality shall, in the manner and to the extent, if any, required hereunder, execute and the Paying Agent, as Registrar, shall authenticate and deliver Series 2025A Bonds in accordance with provisions of this Bond Resolution without expense to the Holders of the Series 2025 Bond.

(b) Neither the Municipality nor the Paying Agent shall be obligated to exchange or transfer any Series 2025 Bond during the 15 days next preceding (i) a Payment Date or (ii) in the case of any proposed redemption of Series 2025A Bonds, the date of the mailing of notice of such redemption.

SECTION 3.09. SERIES 2025A BONDS MUTILATED, DESTROYED, STOLEN, OR LOST. In case any Series 2025 Bond shall become mutilated or be destroyed, stolen, or lost, the

Municipality may cause to be authenticated and delivered a new Series 2025 Bond in exchange and substitution for such mutilated Series 2025 Bond, upon surrender and cancellation of such mutilated Series 2025 Bond, or in lieu of and substitution for the Series 2025 Bond destroyed, stolen, or lost and upon the Bondholder's furnishing the Municipality or the Paying Agent proof of his ownership thereof and satisfactory indemnity and complying with the statutes of the State and such other reasonable regulations and conditions as the Municipality or the Paying Agent may require. All Series 2025A Bonds so surrendered shall be canceled and held for the account of the Municipality. If any such Series 2025 Bond shall have matured or be about to mature, instead of issuing a substituted Series 2025 Bond, the Municipality may pay or cause to be paid the same upon being indemnified as aforesaid, and if such Series 2025 Bond be lost, stolen or destroyed, without surrender thereof. Any such duplicate Series 2025A Bonds issued pursuant to this Section shall constitute additional contractual obligations on the part of the Municipality, whether or not the lost, stolen, or destroyed Series 2025A Bonds be at any time found by anyone, and such duplicate Series 2025A Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the Net Revenues of the System with all other Series 2025A Bonds issued hereunder.

SECTION 3.10. FORM OF THE SERIES 2025A BONDS. The Series 2025A Bonds and the registration and validation certificate shall be in substantially the following form, with such omissions, insertions, and variations as may be approved by the Mayor and/or the City Clerk, delivery or execution thereof to be conclusive evidence of such approval:

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF STARKVILLE, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025**

NO. _____ \$ _____

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

Registered Owner:

Principal Amount: _____ **DOLLARS**

The City of Starkville, Mississippi (the "Municipality"), located in the State of Mississippi (the "State"), a body politic existing under the Constitution and laws of the State, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, without the necessity of presentation and surrender of this Series 2025 Bond, at the principal office of _____, _____, _____, Mississippi, or its successor, as paying agent (the "Paying Agent") for the Municipality's Combined Water and Sewer System Revenue Bonds, Series 2025, in the aggregate principal amount of \$7,000,000 (the "Series 2025A Bonds"), on the maturity date identified above, the principal amount identified above. Except as provided in the Bond Resolution, as hereinafter defined, with respect to Defaulted Principal (as defined therein), payment of the principal amount

of this Series 2025 Bond shall be made to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which shall also serve as registrar and transfer agent, as of the 15th day of the calendar month preceding the maturity date hereof.

The Municipality further promises to pay interest, calculated on the 30/360 basis, on such principal amount from the date of this Series 2025 Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above on _____ 1, and semiannually thereafter on _____ 1 of each year, until said principal sum is paid. Except as provided in the Bond Resolution, as hereinafter defined, with respect to Defaulted Interest (as defined therein), interest payments on this Series 2025 Bond shall be paid to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the 15th day of the calendar month preceding the applicable interest payment date.

This Series 2025 Bond is issued under the authority of the Constitution and statutes of the State, including Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality (the "Governing Body"), including a resolution authorizing and directing the issuance of the Series 2025A Bonds, adopted by the Governing Body on _____, 20__ (the "Bond Resolution").

Capitalized terms used herein and not otherwise defined shall have the definitions given in the Bond Resolution.

Interest on this Series 2025 Bond shall be paid and, without the necessity of presentation and surrender of this Series 2025 Bond as set forth above, principal of this bond shall be paid by wire or check or draft mailed on the applicable payment date to the Registered Owner of this bond as of the Record Date at the address appearing in the registration records of the Paying Agent. Such address may be changed by written notice from the Registered Owner hereof to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the 15th day of the calendar month preceding the applicable payment date to be effective as of such date.

This Series 2025 Bond is one of a series of Bonds of like date of original issue, tenor, and effect, except as to denomination, number, rate of interest, and date of maturity, issued in the aggregate authorized principal amount of \$7,000,000, out of an authorized amount of \$7,000,000, to provide funds for improvements, repairs, and extensions to the combined waterworks, water supply, sewage, and sewage disposal system of the Municipality (the "System").

The Series 2025A Bonds maturing after _____ 1, 20__, are subject to redemption prior to their stated dates of maturity at the option of the Municipality, on and after _____ 1, 20__, at par, plus accrued interest to the date of redemption, either in whole or in part, in whole or in part on any date, in inverse order of maturity, as follows:

(a) Interest shall cease to accrue on any of the Series 2025A Bonds which are duly called for redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

(b) At least 30 days before the redemption date of any Series 2025A Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (a) to be filed with the Paying Agent and (b) to be mailed, postage prepaid, to all Record Date Registered Owners at their addresses as they appear on the registration books herein provided for, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the place or places at which payment shall be made, and, if less than all of the Series 2025A Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2025A Bonds to be redeemed. If less than all of the outstanding Series 2025A Bonds of a maturity are to be redeemed, the particular Series 2025A Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as the Paying Agent shall deem fair and appropriate. The Municipality may provide for the selection of portions of the principal of Series 2025A Bonds (in integral multiples of \$5,000), and for all purposes of this Series 2025 Bond, all provisions relating to the redemption of Series 2025A Bonds shall relate, in the case of any Series 2025 Bond redeemed or to be redeemed only in part, to the portion of the principal of such Series 2025 Bond which has been or is to be redeemed.

(c) On the date so designated for redemption, the Series 2025A Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2025A Bonds on such date, and, if funds for payment of the redemption price and the accrued interest are held by the Paying Agent in trust for the Record Date Registered Owners of the Series 2025A Bonds to be redeemed, as provided in the Bond Resolution, the interest on any Series 2025A Bonds so called for redemption payable subsequent to the redemption date shall cease to accrue, such Series 2025A Bonds shall cease to be entitled to any benefit or security under the Bond Resolution, and the Record Date Registered Owners of such Series 2025A Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and the accrued interest thereon to the redemption date.

The Series 2025A Bonds are registered as to both principal and interest, and are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity.

This Series 2025 Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner and subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Series 2025 Bond. Upon such transfer or exchange, a new Series 2025 Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The Municipality and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

The principal of, premium, if any, and interest on this Series 2025 Bond shall be payable solely from (i) a sufficiency of the revenues derived from the operation of the System, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System, the payment of the \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated and issued May 1, 2019, and maturing May 1, 2039 (the “Series 2019 Bonds”), and the payment of any loans from the State as of the date of issuance of the Series 2025A Bonds (the “Loans”), and (ii) the Current Debt Service Account and the Debt Service Reserve Account, both of which sources have been pledged on a parity of lien with the Series 2019 Bonds, the Loans, and any Additional Bonds issued in accordance with the provisions of the Bond Resolution. Additional Bonds on a parity of lien with the Series 2025A Bonds may be issued pursuant to the provisions of the Bond Resolution.

In order to secure the payment of the principal of, premium, if any, and interest on the Bonds, the Municipality hereby irrevocably pledges (i) a sufficiency of the revenues derived from the operation of the System, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of any loans from the State as of the date of issuance of the Series 2025A Bonds, and to make the payments into the Current Debt Service Account and into the Debt Service Reserve Account, and all other payments provided for in this Bond Resolution as the same become due and payable, and (ii) the Current Debt Service Account and the Debt Service Reserve Account. The Series 2025A Bonds are secured on a parity of lien with the Series 2019 Bonds, the Loans, and any Additional Bonds issued pursuant to this Bond Resolution. The Bonds shall be secured equally and ratably by such pledge.

The Series 2025A Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional, statutory, or charter limitation of indebtedness, but shall be payable solely from the sources herein provided. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay the principal of and interest on the Series 2025A Bonds or the making of any reserve or other payments provided for in this Bond Resolution

The Municipality covenants and agrees that it will perform all duties required by law and by the Bond Resolution; that it will apply the proceeds of this Series 2025 Bond to the purposes above set forth; that, as long as this Series 2025 Bond is Outstanding, it will operate and maintain the System; that it will fix and maintain rates and make and collect charges for the services of the System, without regard to the user thereof, sufficient to provide for the operation and maintenance of the System in good repair and working order, to provide for the payment of the principal of and interest on this Series 2025 Bond as same shall mature and accrue, and to provide for a Depreciation Fund and a Contingent Fund, all as set forth in the Bond Resolution; and that such an amount of the revenues of the System remaining after paying the expense of operating and maintaining the System and payment of any loans from the State as of the date of issuance of the Series 2025A Bonds and as will maintain the Bond and Interest Fund for this Series 2025 Bond, as the same shall mature and accrue, is hereby irrevocably pledged to said purpose.

IT IS HEREBY CERTIFIED, RECITED, AND REPRESENTED that all conditions, acts, and things required by law to exist, to have happened, and to have been performed precedent to and in the issuance of this Series 2025 Bond, in order to make the same a legal and binding

limited obligation of the Municipality, according to the terms hereof, do exist, have happened, and have been performed in regular and due time, form, and manner as required by law.

This Series 2025 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Municipality has caused this Series 2025 Bond to be executed in its name by the manual or facsimile signature of the Mayor of the Municipality, countersigned by the manual or facsimile signature of the City Clerk of the Municipality, under the facsimile or manual seal of the Municipality, which said facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, all as of this day, _____, 20__.

City of Starkville, Mississippi

Mayor

COUNTERSIGNED:

City Clerk

(seal)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Series 2025 Bond is one of the Series 2025A Bonds described in the within mentioned Bond Resolution and is one of the Combined Water and Sewer System Revenue Bonds, Series 2025, of the City of Starkville, Mississippi.

as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

REGISTRATION AND VALIDATION CERTIFICATE

I, the undersigned City Clerk of the City of Starkville, Mississippi, do hereby certify that the within Series 2025 Bond has been duly registered by me as an obligation of said Municipality pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by Validation Judgment of the Chancery Court of Oktibbeha County, Mississippi, rendered on this day, _____, 20__.

(seal)

City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

the within Series 2025 Bond and does hereby irrevocably constitute and appoint _____ as Paying Agent to transfer the said Series 2025 Bond on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Series 2025 Bond in every particular, without any alteration whatsoever.

(Authorized Officer)

Date of Assignment: _____

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

ARTICLE IV SECURITY FOR THE BONDS

SECTION 4.01. SERIES 2025A BONDS SECURED BY PLEDGE OF NET REVENUES AND CERTAIN OTHER FUNDS. In order to secure the payment of the principal of, premium, if any, and interest on the Bonds, the Municipality hereby irrevocably pledges (i) a sufficiency of the Net Revenues to pay the principal of, premium, if any, and interest on the Bonds, and to make the payments into the Current Debt Service Account and into the Debt Service Reserve Account, and all other payments provided for in this Bond Resolution as the same become due and payable, and (ii) the Current Debt Service Account and the Debt Service Reserve Account. The Series 2025A Bonds are secured on a parity of lien with the Series 2019 Bonds, the Loans, and any Additional Bonds issued pursuant to this Bond Resolution. The Bonds shall be secured equally and ratably by such pledge.

SECTION 4.02. SERIES 2025A BONDS ARE LIMITED OBLIGATIONS. The Series 2025A Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional, statutory, or charter limitation of indebtedness, but shall be payable solely from the sources herein provided. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay

the principal of and interest on the Series 2025A Bonds or the making of any reserve or other payments provided for in this Bond Resolution.

ARTICLE V
RATE COVENANT; REVENUES OF SYSTEM AND
APPLICATION THEREOF

SECTION 5.01. RATE COVENANT. (a) So long as any of the principal of or interest on any of the Bonds shall be Outstanding and unpaid, or until adequate provision has been made for the payment of the principal of, premium, if any, and interest on the Bonds in accordance with Section 9.02 of this Bond Resolution, as applicable, the Municipality covenants with the Bondholders that the Municipality will fix, establish, maintain, levy, and collect such rates, fees, rents, and other charges for the services and facilities of the System and all parts thereof, and will revise the same from time to time whenever necessary, as will always provide Revenues at least sufficient: (1) to pay the Current Expenses of the System, and (2) to provide at least 120% of the amount of the maximum Principal and Interest Requirements for the current Bond Year on account of the Bonds then Outstanding. The Municipality shall maintain a rate ordinance which shall provide Revenues in each Fiscal Year sufficient to satisfy the requirements of this Section. To the extent permitted by applicable law, the aforesaid rate ordinance shall also provide for a penalty charge for non-payment of bills within a specified number of days after their due date and discontinuance of service upon non-payment of bills within a specified number of days after their due date, and the Municipality shall discontinue the supplying of the services and facilities of the System for non-payment of bills for such services and facilities within such time period and will not restore the services and facilities of the System to any of such delinquent users until payment in full of all delinquent charges, including reasonable charges for restoration of services.

(b) If the Revenues in any Fiscal Year as shown by the Municipality's audit are less than the total amount set forth in Section 5.01(a), then it shall, as promptly as possible, request the Consulting Engineer, the Municipal Advisor, or an accountant, to make recommendations as to a revision of such rates, fees, rents and other charges or methods of operating the System which will result in producing the required amount in Revenues in the following Bond Year. Upon receipt of such recommendations the Municipality shall, subject to applicable requirements imposed by law, immediately revise such rates, fees, rents, and other charges and take such other actions respecting the methods of operation of the System as shall in its discretion be deemed necessary.

SECTION 5.02. COMBINED WATER AND SEWER SYSTEM REVENUE FUND. An amount of the Revenues of the System sufficient to provide for the deposits hereinafter required by Section 5.03 shall be deposited on or before the first Business Day of each month, commencing in the first calendar month following the Closing Date, into the Revenue Fund authorized, established, designated, and provided for in this Section. The Revenue Fund shall continue for the purposes of this Bond Resolution and for any Additional Bonds.

SECTION 5.03. DISPOSITION OF REVENUES; ESTABLISHMENT OF FUNDS. (a) The Municipality will set aside, allocate, and deposit funds from the Revenue Fund into the separate funds as authorized, established, designated, and provided for herein. Such sums shall be set aside, allocated, and deposited by the City Clerk without further direction of or action by the Governing Body in the following manner and order of priority:

(1) Operation and Maintenance Fund. On or before the first Business Day of each month, beginning with the first calendar month following the Closing Date, an amount which, when added to any funds then on deposit in the Operation and Maintenance Fund, shall be equal to the estimated Current Expenses of the System for the next succeeding calendar month, including any amounts needed to cover deficiencies in preceding months. Funds in the Operation and Maintenance Fund shall be disbursed from time to time as needed for the operation and maintenance of the System.

(2) Bond and Interest Fund. From the funds in the Revenue Fund there shall next be apportioned, set aside, and deposited into the Bond and Interest Fund the amounts required for the following accounts in the Bond and Interest Fund to be funded in the order listed:

(A) Current Debt Service Account. On or before the first Business Day of each month, beginning in the first calendar month following the Closing Date (but not sooner than one year prior to the first principal Payment Date as to principal payments), there shall be apportioned, set aside, and deposited into the Current Debt Service Account, Revenues for the payment of interest in an amount which, together with funds on deposit in the Current Debt Service Account for such purpose and together with approximately equal subsequent monthly deposits on or before the first Business Day of each month, will provide a sum for the payment of interest equal to the amount necessary to pay the next installment of interest on the Bonds, and Revenues for the payment of principal in an amount which, together with funds on deposit in the Current Debt Service Account for such purpose and together with approximately equal subsequent monthly deposits on or before the first Business Day of each month, will provide a sum for the payment of principal equal to the amount necessary to pay the next installment of principal on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment).

(B) Debt Service Reserve Account. (i) Provided, that in addition to the funds hereby required to be paid into the Current Debt Service Account of the Bond and Interest Fund, the Debt Service Reserve Account shall be maintained as a subaccount in the Bond and Interest Fund in order to meet any deficiency therein in future years. In order to fully fund the Debt Service Reserve Account, the City Clerk shall immediately upon delivery of the Series 2025A Bonds deposit an amount from the proceeds of the sale of the Series 2025A Bonds or any other legally available funds of the Municipality, which, together with funds on deposit in the Debt Service Reserve Account, will be equal to the Reserve Account Requirement (calculated with respect to the Series 2025A Bonds), at which amount the Debt Service Reserve Account shall thereafter be maintained by such future payments as may be necessary for that purpose. The Debt Service Reserve Account shall be used only to pay maturing principal and accruing interest, or both, and only whenever and to the extent that funds otherwise available in the Current Debt Service Account are insufficient for that purpose. No funds paid into the Debt Service Reserve Account shall be used to prepay the principal unless such prepayment is for the entire balance of the principal amount of the Bonds.

(ii) On or before the first Business Day of each month, commencing in the first calendar month after a withdrawal from the Debt Service Reserve Account causes the amount on deposit therein to fall below the Reserve Account Requirement or in the first calendar month after an annual valuation of the Debt Service Reserve Account reveals that the fair market

value of the investments therein is less than the Reserve Account Requirement, there shall be apportioned, set aside, and deposited to the Debt Service Reserve Account all funds remaining in the Revenue Fund after the payments required by Section 5.03(a)(2)(A) have been made until the amount in the Debt Service Reserve Account equals the Reserve Account Requirement; provided, that no such deposits shall be made until all required payments have been made in full into the Current Debt Service Account, including any deficiencies for prior payments. Funds in the Debt Service Reserve Account shall be used only for the purpose of paying maturing principal of or interest on the Bonds when the funds in the Current Debt Service Account are insufficient therefor and for no other purpose, except that said funds may be invested or reinvested as provided for herein.

(iii) No further payments into the Current Debt Service Account or into the Debt Service Reserve Account shall be required when the aggregate amount of funds in both the Current Debt Service Account and the Debt Service Reserve Account are at least equal to the aggregate principal amount of the Bonds then Outstanding, plus the amount of interest then due or to become due on the Bonds then Outstanding, or when the Bonds shall be deemed fully paid within the meaning of Section 9.02 hereof.

(iv) The Municipality, in its sole discretion and with the prior consent of the Bond Insurer, if any, may fund all or a portion of the Reserve Account Requirement with a Reserve Fund Surety Bond. Any such Reserve Fund Surety Bond must either extend to the final maturity date of the then Outstanding Bonds or the Municipality must agree, by a resolution supplementing this Bond Resolution, that the Municipality will replace such Reserve Fund Surety Bond prior to its expiration with another Reserve Fund Surety Bond which shall have no adverse effect on ratings then in effect on the Outstanding Bonds, or with cash, or with a combination of both. The face amount of the Reserve Fund Surety Bond, together with amounts on deposit in the Debt Service Reserve Account, including the face amount of any other Reserve Fund Surety Bond, shall be at least equal to the Reserve Account Requirement.

(v) Funds in the Debt Service Reserve Account shall be used only for the purpose of paying maturing principal of or interest on the Bonds when the funds in the Current Debt Service Account are insufficient therefor and for no other purpose, except that said funds may be invested or reinvested as provided for herein. In the event that amounts credited to the Debt Service Reserve Account are used to pay maturing principal or interest on the Bonds when funds on hand in the Current Debt Service Account are insufficient therefor or that amounts credited to the Debt Service Reserve Account are at any time less than the amount of the Reserve Account Requirement, the Municipality shall provide written notice of such event and of the amount of such deficiency to the Bond Insurer, if any. If a disbursement is made from the Debt Service Reserve Account to pay maturing principal or interest on the Bonds, only such amount as may at the time be drawn under any Reserve Fund Surety Bond then credited to the Debt Service Reserve Account shall be included in computing the amounts credited to the Debt Service Reserve Account. The Municipality shall be obligated to restore the amounts credited to the Debt Service Reserve Account to the amount of the Reserve Account Requirement by either: (1) causing any Reserve Fund Surety Bond to be reinstated; (2) providing one or more Reserve Surety Bonds; (3) depositing Revenues into the Debt Service Reserve Account in accordance with Section 5.03(a)(2)(B); or (4) any combination of the foregoing. With respect to such replenishment of the Debt Service Reserve Account, any funds received for such purpose shall be used first to reimburse

any provider of a Reserve Fund Surety Bond then credited to the Debt Service Reserve Account, thereby reinstating such Reserve Fund Surety Bond, and second to replenish any cash in the Debt Service Reserve Account and/or to provide one or more Reserve Fund Surety Bonds.

(3) Depreciation Fund. In order to fund the Depreciation Fund provided for herein, after the deposits required by paragraphs (a)(1) and (a)(2) of this Section, there shall next be deposited into the Depreciation Fund the amount of \$5,000; provided, however, that deposits may be made on or before the first Business Day of each month, beginning with the first calendar month after the Closing Date, until the amount on deposit in the Depreciation Fund is equal to \$5,000, at which amount it shall thereafter be maintained by such future monthly deposits as may be necessary for that purpose. The Depreciation Fund shall be used for the purpose of paying the cost of replacing such parts of the System as may need replacement in order to keep the System operating in an economical and efficient manner; provided, however, that in the event the funds provided for in this Bond Resolution for the payment of the principal of and interest on the Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal of the Bonds as set forth in paragraph (a)(2)(A) of this Section shall be drawn from the Depreciation Fund, and shall be used together with funds otherwise available to pay such accruing interest and to provide for the payment of principal as set forth in paragraph (a)(2)(A) of this Section. No funds paid into the Depreciation Fund shall be used to prepay principal or premium, if any, unless such prepayment is for the entire balance of the principal amount of the Bonds.

(4) Contingent Fund. In order to fund the Contingent Fund provided for herein, after the deposits required by paragraphs (a)(1), (a)(2), and (a)(3) of this Section, there shall next be deposited into the Contingent Fund the amount of \$5,000; provided, however, that deposits may be made on or before the first Business Day of each month, beginning with the first calendar month after the Closing Date, until the amount on deposit in the Contingent Fund is equal to \$5,000, at which amount it shall thereafter be maintained by such future monthly deposits as may be necessary for that purpose. The Contingent Fund shall be used for the purpose of paying the cost of unforeseen contingencies arising in the operation and maintenance of the System, including the construction of reasonable and proper improvements, repairs, and extensions thereto; provided, however, that in the event the funds provided for in this Bond Resolution for the payment of the principal of and interest on the Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal of the Bonds as set forth in paragraph (a)(2)(A) of this Section shall be drawn from the Contingent Fund and shall be used, together with funds otherwise available, to pay such accruing interest and to provide for the payment of principal as set forth in Section 5.03(a)(2)(A).

(b) The funds in the foregoing funds shall be held separate and apart from all other funds of the Municipality and shall be applied in the manner provided. Any surplus Revenues remaining after all deposits required or allowed by this Section have been made may be used solely for purposes pertaining to the System, including payment of any general obligation debt previously or hereafter incurred for the System. The foregoing notwithstanding, any amounts required to be paid by the Municipality from such surplus Revenues for general administrative charges pertaining to the System shall be considered as being used for purposes pertaining to the System.

(c) If in any month the Revenues are insufficient to deposit the required amount in any of the funds as hereinbefore provided, the deficiency shall be made up in the subsequent payment or payments in addition to the payments which would otherwise be required to be made into such funds in subsequent months; provided, however, that any deficiency in the Current Debt Service Account and the Debt Service Reserve Account shall be made up before any further payment is made to the Depreciation Fund or the Contingent Fund.

(d) The investments of funds in the Debt Service Reserve Account shall be valued in such manner as the Municipality shall determine at the fair market value thereof annually on the last Business Day of each Fiscal Year. If the fair market value of said investments is less than the Reserve Account Requirement, the Municipality shall, as soon as possible but in any event within the following 12 months, place money from the Revenue Fund into the Debt Service Reserve Account as provided in paragraph (a)(2)(B) of this Section to bring the aggregate value of the Debt Service Reserve Account up to the Reserve Account Requirement. If the fair market value of such investments is greater than the Reserve Account Requirement, the amount of money in excess of the Reserve Account Requirement shall be paid into the Current Debt Service Account.

SECTION 5.04. INVESTMENT OF FUNDS ON DEPOSIT IN THE FUNDS. The funds at any time on deposit in any fund or account provided for by this Bond Resolution not immediately required for disbursement for the purposes for which such funds or accounts are established, shall be invested in such instruments or investments as are permissible under the Code or under applicable law of the State. The income received on the investment of any such funds shall be credited to the fund or account for which such investments are made; provided that, with respect to the Current Debt Service Account and the Improvement Fund, the excess, if any, of such income above the amounts required to be on deposit in such funds or accounts shall be transferred to the Current Debt Service Account and applied to the purposes for which such account is established. The income received on any investments in the Improvement Fund shall be credited to such fund until the Project is complete.

ARTICLE VI IMPROVEMENT FUND

SECTION 6.01. COMBINED WATER AND SEWER IMPROVEMENT FUND. Pursuant to Section 2.01 hereof, the proceeds of the Series 2025A Bonds remaining after deposits have been made to the various funds and accounts described in Section 2.01 shall be irrevocably deposited by the Municipality into a fund hereby authorized, established, and designated the Improvement Fund. Funds in the Improvement Fund shall be applied solely and only to the payment of the costs of the Project and costs incidental thereto (including but not limited to the costs of the authorization, issuance, sale, validation, and delivery of the Series 2025A Bonds and Bond Insurance Policy premiums, if any, for the Series 2025A Bonds). Any balance remaining in the Improvement Fund after completion of the Project shall be transferred to the Current Debt Service Account and applied to the payment of the principal of and interest on the Series 2025A Bonds.

ARTICLE VII COVENANTS OF THE MUNICIPALITY

So long as any of the principal of or interest on any of the Bonds shall be Outstanding and unpaid, or until adequate provision has been made for the payment of the principal of, premium,

if any, and interest on the Bonds, the Municipality covenants with the holders of any and all of such Bonds as follows:

SECTION 7.01. OPERATION AND MAINTENANCE. The Municipality will maintain in good condition the System and all parts thereof, and will continuously operate the same in an efficient and economical manner, making such expenditures for equipment and for renewal, repair, and replacement as may be proper for the economical operation and maintenance thereof.

SECTION 7.02. SALE OF THE SYSTEM. The System may be sold or otherwise disposed of only as a whole or substantially as a whole, and only if the net proceeds to be realized shall be sufficient, together with other funds available therefor, to provide for the payment of the principal of, premium, if any, and interest on the Bonds and to fully retire all of the Bonds and any other indebtedness to the payment of which the Net Revenues of the System are pledged, and all interest thereon to their respective dates of maturity or earlier redemption dates. The proceeds from such sale or other disposition of the System shall immediately be deposited into the Current Debt Service Account, or if the Bonds are not then redeemable, into an escrow fund as provided in Section 9.02, and shall be used only for the purpose of paying the principal of, premium, if any, and interest on the Bonds, as the same shall become due, or for the redemption of callable Bonds (subject to provisions of Section 3.01), or the purchase of Bonds at a price not greater than the then applicable redemption price of the Bonds, or, if the Bonds to be purchased are not then redeemable prior to maturity, at prices not greater than the redemption price of such Bonds on the next allowable redemption date.

The foregoing provision notwithstanding, the Municipality shall have and hereby reserves the right to sell or otherwise dispose of any of the property comprising a part of the System hereafter determined in the manner provided herein to be no longer necessary, useful, or profitable in the operation thereof, for fair and reasonable prices.

Prior to any such sale or other disposition of said property, the Consulting Engineer shall make a finding in writing determining that such property comprising a part of the System is no longer necessary, useful, or profitable in the operation thereof, and the proceeds from any sale of such property shall be deposited into the Revenue Fund and used only as provided herein for such fund.

SECTION 7.03. ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF REVENUES. The Municipality will not issue any other obligations, except upon the conditions and in the manner provided in Section 9.01, payable from the Net Revenues and being on a parity with the lien of the Bonds and the interest thereon, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance, or any other charge having priority to or being on a parity with the lien of the Bonds and the interest thereon.

The Municipality may issue obligations junior and subordinate to the Bonds at any time, provided that the issuance of such obligations does not violate any covenants of the Municipality concerning any of its then Outstanding Bonds. All obligations issued by the Municipality secured by Net Revenues other than Additional Bonds shall contain an express statement that such obligations are junior and subordinate in all respects to the Bonds as to lien on and source of and security for payment from the Net Revenues, and in all other respects.

SECTION 7.04. INSURANCE FOR THE SYSTEM. As long as any of the Bonds shall remain Outstanding and unpaid, the Municipality shall carry and maintain all-risk insurance upon all the properties forming a part of the System which may be of an insurable nature, such insurance to be of the type and kind and for such amount or amounts as carried and maintained by other municipalities rendering services of a similar character in similar communities. The proceeds of all such insurance shall be used only for the maintenance and restoration of the System, or for the payment of the principal of, premium, if any, and the interest on the Bonds.

To the extent the Municipality is not covered by sovereign immunity, the Municipality shall also carry adequate public liability and property damage insurance. Proceeds of insurance awards, except public liability and property damage policies, will be used to repair the damaged property or replace the destroyed property, and excess proceeds shall be deposited into the Depreciation Fund or in the Current Debt Service Account to redeem the Bonds, or if the Bonds are not then redeemable, into an escrow fund as provided in Section 9.02.

SECTION 7.05. BOOKS AND RECORDS. The Municipality will keep books and records of the System, which shall be separate and apart from all other books, records, and accounts of the Municipality in which complete and correct entries shall be made in accordance with generally accepted accounting principles consistently applied of all transactions relating to the System, and any Bondholder and the Paying Agent shall have the right at all reasonable times to inspect the System and all parts thereof, and all records, accounts, and data of the Municipality relating thereto.

The Municipality shall promptly after the close of each Fiscal Year cause the books, records, and accounts of the System for the preceding Fiscal Year to be properly audited by a qualified and independent firm of certified public accountants, which report shall cover in reasonable detail the operation of the System and the insurance carried with respect thereto. The Municipality shall make available generally said report, or a reasonable summary thereof, to any Bondholder upon request.

The Municipality shall also, prior to the commencement of each Fiscal Year, cause the System to be inspected by the Consulting Engineer, who shall file an annual report with the City Clerk prior to the commencement of such Fiscal Year, setting out the condition of the physical plant of the System and any recommendations which the Consulting Engineer shall deem to be advisable. Such annual report shall include the following:

- (a) Advice and recommendations concerning the maintenance, repair, and operation of the System;
- (b) Advice and recommendations as to renewals or replacements of any part of the System;
- (c) Advice and recommendations as to extensions of the System;
- (d) The estimated cost of any recommended renewals, replacements, or extensions to the System;
- (e) Advice and recommendations concerning the amount and character of insurance that should be carried on the System;

(f) Advice and recommendations concerning any revision of the rates to be charged for the services of the System; and

(g) A statement of the judgment of the Consulting Engineer concerning whether the System had been maintained in good repair and operating order, with such suggestions as the Consulting Engineer may deem advisable concerning changes in the methods of operating the System.

The Municipality covenants with the Registered Owners that if the report of the Consulting Engineer shall show that the System has not been maintained in good repair and operating condition, it will, from available Revenues and from the Depreciation Fund and, to the extent applicable, from the Contingent Fund, promptly restore the System to good repair and operating condition; that all recommendations of said report shall receive impartial consideration by the Governing Body; and that the Municipality and the Governing Body shall endeavor in good faith to carry out the recommendations that may be made by the Consulting Engineer.

SECTION 7.06. OPERATING BUDGET. Prior to the commencement of each Fiscal Year following the Closing Date, the Governing Body shall prepare or shall cause to be prepared and adopted by resolution of the Governing Body a detailed budget setting out the estimated receipts and expenditures of the System for the then ensuing Fiscal Year. This budget shall contain:

(a) an estimate of the Revenues expected to be derived from the operation of the System during the next ensuing Fiscal Year;

(b) a statement of the estimated Current Expenses during the next ensuing Fiscal Year;

(c) a statement of the amount of principal and interest due on the Bonds and any other indebtedness payable from Net Revenues during the next ensuing Fiscal Year;

(d) a statement of what replacements to the System may be anticipated and the estimated cost thereof;

(e) a statement of the total amount anticipated to be payable from Revenues during the next ensuing Fiscal Year; and

(f) a statement of the amount on deposit in each of the funds referred to in Section 5.03 of this Bond Resolution.

SECTION 7.07. NO FREE SERVICES. The Municipality will not render or cause to be rendered any free services of any nature by the System or any part thereof, including services provided to the Municipality itself or any agency thereof, nor will any preferential rates or services be established for users of the same class. All users of the System will use the System as members of the general public, notwithstanding that such users utilize the System in their business capacities.

If any other municipality, instrumentality, public or private corporation, firm, or individual, shall avail itself of the facilities or services provided by the System or any part thereof, the same rates, fees, rents, or other charges applicable to other customers receiving like services under similar circumstances shall be charged therefor. The Municipality will not provide water or sewer

service on a “take or pay” basis without first obtaining an opinion of Nationally Recognized Bond Counsel that the same will not adversely affect the tax-exempt status of interest on the Series 2025A Bonds.

Such charges shall be paid as they accrue. The Revenues so received shall be deemed to be Revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other Revenues derived from such operation of the System.

SECTION 7.08. ENFORCEMENT OF COLLECTION. The Municipality will diligently enforce and collect all rates, fees, rents, or other charges for the services and facilities of the System, and take all steps, actions, and proceedings for the enforcement and collection of such rates, fees, rents, or other charges which shall become delinquent to the full extent permitted or authorized by the laws of the State.

The Municipality will, to the full extent permitted by law, under reasonable rules and regulations, shut off and discontinue the supplying of the services and facilities of the System for the non-payment of rates, fees, rents, or other charges for services of the System, and will not restore said services until all delinquent rates, fees, rents, other charges, and reasonable penalties have been paid in full.

SECTION 7.09. NO COMPETING FACILITIES. The Municipality will not grant any franchise, license, or permit for the construction or operation of any facilities which will be competitive with the services and facilities of the System and will oppose the granting of any such franchise by any other public board having jurisdiction over such matters; provided, however, that this Section shall not affect any vested rights of any persons, firms, or corporations now owning or operating such facilities.

SECTION 7.10. CONSULTING ENGINEER. The Municipality will retain the Consulting Engineer to inspect the System and make the annual report and to perform the duties provided for herein for the Consulting Engineer.

SECTION 7.11. COVENANTS REGARDING TAX EXEMPTION OF SERIES 2025A BONDS.

(a) The Municipality covenants and certifies to and for the benefit of the Registered Owners of the Series 2025A Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Series 2025A Bonds, including amounts treated as proceeds, if any, which will cause the Series 2025A Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Code and any regulations thereunder as such may be applicable to the Series 2025A Bonds, at the time of such action, investment, or use.

(b) (1) In the event it is subsequently determined for any reason that rebates should be made on the Series 2025A Bonds, then the Municipality shall take all actions necessary in order to comply with the requirements of Paragraphs (2) and (3) of Subsection 148(f) in order that none of the Series 2025A Bonds shall be treated as an arbitrage bond pursuant to Paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States of America in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and

filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(2) In order to effectuate the foregoing covenants, the Municipality hereby covenants and certifies that: (A) prior to delivery of the Series 2025A Bonds, it shall have received written instructions from Nationally Recognized Bond Counsel with respect to specific actions which will, under Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Series 2025A Bonds, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from Nationally Recognized Bond Counsel written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Series 2025A Bonds or alternative written instructions with respect to certain actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

(c) The Municipality shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Series 2025A Bonds to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Series 2025A Bonds in a manner or for a price which would cause any of the Series 2025A Bonds to be or become an arbitrage bond, within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their “market price” or “fair market value”.

(e) The Mayor and/or the City Clerk are hereby authorized to execute a “nonarbitrage and federal tax certificate” in connection with the sale and delivery of the Series 2025A Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Series 2025A Bonds and also setting forth certain covenants, stipulations, and certifications with respect to the investment and expenditures of the proceeds of the Series 2025A Bonds, and the Municipality shall comply with all certifications, stipulations, and covenants set forth in such certificate. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate under the Code or the Subsection 148(f) Regulations.

SECTION 7.12. OTHER COVENANTS REGARDING TAX EXEMPT STATUS.

(a) The Municipality shall take such actions as may be necessary in order to assure that the Series 2025A Bonds are not “private activity bonds” within the meaning of Section 141 of the Code.

(b) No more than 10% of the proceeds of the Series 2025A Bonds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

(c) No more than 10% of any property with respect to which all or any part of the proceeds of the Series 2025A Bonds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

(d) None of the proceeds of the Series 2025A Bonds will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to the governmental use (within the meaning of Section 141 of the Code) of such proceeds.

(e) The amount of proceeds of the Series 2025A Bonds used with respect to any private business use which is related to a governmental use of such proceeds of the Series 2025A Bonds will not exceed the amount of proceeds of the Series 2025A Bonds which are used for the governmental use to which such private business use relates.

(f) None of the proceeds of the Series 2025A Bonds will be used to make or finance loans for persons other than governmental units.

(g) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Series 2025A Bonds be (under the terms of the Series 2025A Bonds or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Municipality) in respect of property or borrowed money used or to be used for a private business use.

(h) The Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States of America, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (1) were or are to be sold at substantially the same time as the Series 2025A Bonds, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Series 2025A Bonds, and (3) are payable directly or indirectly by the Municipality or from substantially the same source from which the Series 2025A Bonds are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Series 2025A Bonds are part of any other issue of obligations.

(i) The Municipality covenants and certifies that no payment of principal of or interest on the Series 2025A Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. The Municipality represents, warrants and covenants that none of the bond proceeds will be: (1) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America; or (2) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the National Credit Union Administration or any similar federally chartered

corporation other than: (A) the investment of the proceeds of the Series 2025A Bonds for an initial temporary period (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Series 2025A Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (D) investments in bonds issued by the United States Treasury; or (E) other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(j) The Municipality covenants and certifies that, notwithstanding any provision of this Bond Resolution or the rights of the Municipality hereunder, the Municipality will not take or permit to be taken on its behalf any action which would impair the exclusion of interest on the Series 2025A Bonds from gross income for purposes of federal income taxation, and it will take such reasonable action as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

SECTION 7.13. WHEN COMPUTATIONS, DEPOSITS, OR REBATE PAYMENTS ARE NOT REQUIRED. In the event it is determined that the Series 2025A Bonds do not meet the requirements of Paragraph (4) of Subsection 148(f), but in the event the Municipality receives an opinion of Nationally Recognized Bond Counsel to the effect that any of the computations, deposits, or payments referenced in Sections 7.11, 7.12, and 7.14 are not required to be made in order to maintain the tax-exempt status of interest on the Series 2025A Bonds, the Municipality need not make such computations, deposits or payments.

SECTION 7.14. COVENANT REGARDING HEDGE BONDS. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Series 2025A Bonds will be used to carry out the governmental purposes of the Series 2025A Bonds within a three-year period beginning on the date of issuance of the Series 2025A Bonds. No more than 50% of the proceeds of the Series 2025A Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for 4 years or more.

SECTION 7.15. CONTINUING DISCLOSURE. The Municipality hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Bond Resolution, failure of the Municipality to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default pursuant to Section 8.01 hereof; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Section.

SECTION 7.16. BOOK-ENTRY SYSTEM. Notwithstanding anything herein to the contrary, the Series 2025A Bonds shall be initially issued in the form of a separate, single, and fully registered Series 2025 Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Series 2025 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 7.17 hereof, all of the outstanding Series 2025A Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Series 2025A Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipality and the Paying Agent shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC participants") or to any Person on behalf of whom such a DTC participant holds an interest in the Series 2025A Bonds. Without limiting the immediately preceding sentence, the Municipality and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Series 2025A Bonds, (b) the delivery to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any notice with respect to the Series 2025A Bonds, including any notice of redemption, or (c) the payment to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2025A Bonds. Notwithstanding any other provision of this Bond Resolution to the contrary, the Municipality and the Paying Agent shall be entitled to treat and consider the Person in whose name each Series 2025 Bond is registered in the Bond Register as the absolute owner of such Series 2025 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2025 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2025 Bond, for the purpose of registering transfers with respect to such Series 2025 Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Series 2025A Bonds only to or upon the order of the respective Registered Owners, as shown in the Bond Register as provided in this Bond Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2025A Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Bond Register, shall receive a Series 2025 Bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to this Bond Resolution. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Resolution with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Bond Resolution shall refer to such new nominees of DTC.

SECTION 7.17. SUCCESSOR SECURITIES DEPOSITORY; TRANSFERS OUTSIDE BOOK-ENTRY SYSTEM. In the event that the Municipality and the Paying Agent determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best interest of the Registered Owners of the Series 2025A Bonds that they be able to obtain certificated Series 2025A Bonds, the Municipality and the Paying Agent shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Series 2025 Bond certificates to such successor securities depository or (b) notify DTC and DTC participants of the availability through DTC of Series 2025 Bond certificates and transfer one or more separate Series 2025 Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Series 2025A Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners

transferring or exchanging Series 2025A Bonds shall designate, in accordance with the provisions of this Bond Resolution.

SECTION 7.18. PAYMENTS AND NOTICES TO CEDE & CO. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any of the Series 2025A Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Series 2025 Bond and all notices with respect to such Series 2025 Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE VIII DEFAULT AND REMEDIES

SECTION 8.01. DEFAULT. An “Event of Default” as used in this Bond Resolution shall mean any of the following: (a) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due, (b) failure to comply with any other of the covenants of the Municipality set out in this Bond Resolution and the continuation thereof for 30 days after written notice specifying such failure shall have been given to the Municipality by any Bondholder, or Bond Insurer, if any, provided that, if such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured, the failure of the Municipality to remedy such default within such 30 day period shall not constitute a default hereunder if the Municipality shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch within no longer than 60 days after the aforesaid written notice, and (c) filing by the Municipality of a petition seeking a composition of indebtedness under the federal bankruptcy laws, or under any other applicable federal or state law.

SECTION 8.02. REMEDIES. The Registered Owner of any of the Bonds may, by suit, action, mandamus, or other proceedings at law or in equity, enforce and compel performance by the appropriate official or officials of the Municipality of any or all acts and duties to be performed by the Municipality under the provisions of the Act and of this Bond Resolution. If there be any default in the payment of the principal of and interest on the Bonds, any court having jurisdiction in the proper action may, upon petition of the Registered Owners of a majority in principal amount of the Bonds then Outstanding, appoint a receiver to administer and operate the System with power to fix rates and collect charges sufficient to provide for the payment of the Bonds and to pay the expense of operating and maintaining the System in conformity with the provisions of the Act and of this Bond Resolution.

ARTICLE IX ADDITIONAL BONDS; DEFEASANCE

SECTION 9.01. ADDITIONAL BONDS. So long as any of the Series 2025A Bonds are Outstanding, no Additional Bonds shall be issued unless the following conditions are complied with:

(a) The Municipality must be current in all deposits into the various funds and all payments theretofore required to have been deposited or made by it under the provisions of this Bond Resolution.

(b) If the Additional Bonds are to be issued for the purpose of financing improvements, repairs, or extensions to the System or acquisitions for the System, then:

(1) The amount of the Net Revenues during any 12 consecutive months of the 18 months immediately preceding the delivery of the Additional Bonds, as certified by the Consulting Engineer, the Municipal Advisor, or an accountant, will be equal to at least 120% of the Maximum Annual Debt Service Requirement for the then Outstanding Bonds.

(2) The Consulting Engineer, the Municipal Advisor, or an accountant shall also certify that the amount of the Net Revenues derived from the operation of the System in each year after acquisitions for the System or completion of improvements, repairs, or extensions to the System and during the period such Additional Bonds will be Outstanding, as estimated by the Consulting Engineer, the Municipal Advisor, or an accountant, will, in each year, be at least equal to 120% of the principal and interest which will mature and become due in each such year on (A) the then Outstanding Bonds, and (B) the Additional Bonds then proposed to be issued.

(3) If such Additional Bonds are being issued for the purpose of extending the System by acquiring operating utility properties having an earnings record, the Consulting Engineer, the Municipal Advisor, or an accountant shall estimate the effect on the Net Revenues of the acquisition of such utility properties and the integration thereof into the System, and shall certify that the amount of the Net Revenues derived from the operation of the System in each year after such acquisition and during the period such Additional Bonds will be Outstanding, as estimated by the Consulting Engineer, will, in each year, be at least equal to 120% of the principal and interest which will mature and become due in each such year on (A) the then Outstanding Bonds, and (B) the Additional Bonds then proposed to be issued. Any such estimate shall be based upon the operating experience and records of the Municipality during the period in which the System has been operated by the Municipality and upon any available financial statements and records relating to the earnings of such utility properties to be acquired.

(4) If any changes have been made and are in effect at the time of the adoption of the Additional Bonds Resolution in the schedule of rates and charges imposed by the Municipality for services furnished by the System which were in effect during any part of the consecutive 12-month period referred to in this Section, the Consulting Engineer, the Municipal Advisor, or accountant may, if such changes resulted in increases in such rates and charges, and shall, if such changes resulted in reductions in such rates and charges, adjust the Net Revenues to be certified for such consecutive 12-month period to reflect any change in such Net Revenues which would have occurred if the schedule of rates and charges in effect at the time of the adoption of the Additional Bonds Resolution had been in effect during that portion of such consecutive 12-month period in which such schedule was not in effect.

(c) If the Additional Bonds are to be issued for the purpose of refunding all or a portion of any series of Outstanding Bonds, the issuance of such Additional Bonds shall either result in a net present value debt service savings of not less than 2% of the principal amount of the Bonds to be refunded or the issuance of such Additional Bonds shall satisfy the applicable tests set forth in Section 9.01(a) and Section 9.01(b).

(d) The Municipality covenants and provides in this Bond Resolution that the Additional Bonds Resolution shall provide that the Debt Service Reserve Account shall be additionally fully funded in an amount equal to the Reserve Account Requirement.

(e) The Additional Bonds Resolution must provide that principal shall mature on the Payment Date on which principal is due and interest shall come due on the Payment Date on which interest is due.

(f) All of such Additional Bonds, regardless of the time or times of their issuance shall rank equally with respect to their lien on the Net Revenues of the System and their source of and security for payment therefrom without preference of any Bonds over any other.

(g) The Municipality shall not issue any obligations whatsoever payable from the Net Revenues of the System which rank equally as to lien and source and security for their payment from such Net Revenues with the Bonds, except in the manner and under the conditions provided in this Section. The Municipality may issue bonds junior and subordinate to the Bonds at any time, provided that the issuance of such bonds does not violate any covenants of the Municipality concerning any of its then Outstanding Bonds.

SECTION 9.02. DEFEASANCE OF SERIES 2025A BONDS. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Series 2025A Bonds the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Resolution, then the pledge of any Net Revenues, and other funds and securities pledged under this Bond Resolution and all covenants, agreements, and other obligations of the Municipality to the Bondholders, shall thereupon cease, terminate, and become void and be discharged and satisfied.

The Series 2025A Bonds or interest installments for the payment or redemption of which funds shall have been set aside and shall be held in trust by the Paying Agent (through deposit by the Municipality of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section. All Outstanding Series 2025A Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if (a) in case any of said Series 2025A Bonds are to be redeemed on any date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Series 2025A Bonds on said date, (b) there shall have been deposited with the Paying Agent either funds in an amount which shall be sufficient, or funds which shall be invested in direct obligations of the United States of America or obligations the principal of and interest on which is guaranteed by the United States of America and which are not redeemable prior to their maturity by the issuer or any other person other than the holder thereof, the principal of and the interest on which obligations when due will provide funds which, together with the funds, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal or redemption price, if applicable, and interest due and to become due on said Series 2025A Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Series 2025A Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Municipality shall have adopted a resolution or order directing the call and redemption of such Series 2025A Bonds and notice to the Holders of such Series 2025A Bonds has been given that the deposit required by (b) above has been made with the

Paying Agent and that said Series 2025A Bonds are deemed to have been paid in accordance with this Section and stating such maturing or redemption date upon which funds are to be available for the payment of the principal or redemption price, if applicable, on said Series 2025A Bonds on such date. Neither investments nor funds deposited with the Paying Agent pursuant to this Section nor principal or interest payments on any such investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or interest payments on the Series 2025A Bonds; provided, that if the interest on such investments deposited with the Paying Agent, if not then needed for such purpose, may to the extent practicable and legally permissible, be reinvested in investments of the type allowed in Section 5.04 of this Bond Resolution maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, on the interest date or maturity date thereof, as the case may be, and interest earned from such reinvestments may be paid over to the Municipality, as received by the Paying Agent, free and clear of any trust, lien or pledge.

Amounts paid by the Bond Insurer, if any, to the Holders of the Series 2025A Bonds shall not constitute the payment of the Series 2025A Bonds pursuant to this Section, and the Series 2025A Bonds shall continue to be Outstanding and the amounts due thereon shall continue to be due and owing hereunder until paid in accordance with this Bond Resolution.

ARTICLE X NOTICE OF BOND SALE

SECTION 10.01. NOTICE OF BOND SALE. As required by Section 31-19-25, Mississippi Code of 1972, as amended, the City Clerk is hereby authorized and directed to give the Notice by publishing an advertisement at least two times in *The Starkville Daily News*, a newspaper published in and of general circulation in the Municipality, the first publication thereof to be made at least 10 days preceding the date fixed herein for the receipt of bids. The Notice shall be in substantially the following form, with such omissions, insertions, and variations as may be approved by the Mayor and/or the City Clerk, delivery or execution thereof to be conclusive evidence of such approval:

NOTICE OF BOND SALE

\$7,000,000

COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025 OF THE CITY OF STARKVILLE, MISSISSIPPI

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the “Governing Body” of the “Municipality”) will receive bids, which may be in electronic form, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of \$7,000,000 Combined Water and Sewer System Revenue Bonds, Series 2025, of the Municipality (the “Series 2025A Bonds”), on Tuesday, _____, 20__, until the hour of _____ C.D.T.

The City Clerk of the Municipality (the “City Clerk”) will act on behalf of the Governing Body to receive bids at the aforesaid date, time, and place. Immediately following _____

on Tuesday, _____, 20__, the bids will be publicly opened and read, for consideration by the Governing Body at their regular meeting at 5:30 p.m. C.D.T. on Tuesday, _____, 20__. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the Series 2025A Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

THE BONDS: The Series 2025A Bonds will be dated and bear interest from _____ 1, 20__; will be delivered in definitive form as registered bonds; will be in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body, in the manner hereinafter provided; and will bear interest, payable on _____ 1, 20__, and semiannually thereafter on _____ 1 and _____ 1 of each year at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale (this "Notice").

MATURITIES: The Series 2025A Bonds will mature serially, with option of prior payment, on _____ 1 in each of the years and amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>

REDEMPTION: The Series 2025A Bonds maturing after _____ 1, 20__, are subject to redemption prior to their stated dates of maturity at the option of the Municipality, on and after _____ 1, 20__, at par, plus accrued interest to the date of redemption, either in whole or in part, in whole or in part on any date, in inverse order of maturity. Interest shall cease to accrue on any of the Series 2025A Bonds which are duly called for redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for. At least 30 days before the redemption date of any Series 2025A Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (1) to be filed with the Paying Agent (as hereinafter defined) and (2) to be mailed, postage prepaid, to all Registered Owners of the Series 2025A Bonds at their addresses as they appear on the registration books of the Paying Agent, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid, the place or places at which payment shall be made and, if less than all of the Series 2025A Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2025A Bonds to be redeemed.

REVISED MATURITY SCHEDULE AND/OR BID PARAMETERS: The aggregate principal amount of each series of the Series 2025A Bonds (the "Preliminary Aggregate Principal Amount") and the annual principal amounts of each series of the Series 2025A Bonds (the "Preliminary Annual Principal Amounts" and collectively, with reference to the Preliminary Aggregate Principal Amounts, the "Preliminary Amounts") set forth in this Notice may be revised before the viewing of bids for the purchase of the Series 2025A Bonds, as may the bid parameters set forth herein. Any such revisions (in case of revised principal amounts, the "Revised Aggregate Principal Amount", the "Revised Annual Principal Amounts" and the "Revised Amounts") WILL BE GIVEN BY NOTIFICATION PUBLISHED ON www.I-dealProspectus.com NOT LATER

THAN 4:00 P.M., C.D.T. ON THE DAY PRECEDING THE RECEIPT OF BIDS. In the event that no such revisions are made, the Preliminary Amounts will constitute the Revised Amounts and will remain as stated in this Notice, and the bid parameters shall remain as set for the herein. BIDDERS SHALL SUBMIT BIDS BASED ON THE REVISED AMOUNTS AND BID PARAMETERS, IF ANY. Prospective bidders may request notification of any revisions in the Preliminary Amounts and bid parameters by so advising and emailing Stephens Inc., Ridgeland, Mississippi, the Municipality's "independent registered municipal advisor" (the "Municipal Advisor"), at max.neely@stephens.com by 12:00 p.m., C.D.T., at least one day prior to the date for receipt of the bids.

CHANGES TO MATURITY SCHEDULE: The Municipality intends, but is not obligated, to adjust the Revised Aggregate Principal Amount of each series of the Series 2025A Bonds and the Revised Annual Principal Amount of each series of the Series 2025A Bonds in such manner as to produce approximately level debt service in years 20__ to 20__. The Municipality reserves the right to change the Revised Aggregate Principal Amount of each series of the Series 2025A Bonds and the Revised Annual Principal Amounts of each series of the Series 2025A Bonds after determination of the winning bidder(s), by increasing or decreasing such Revised Aggregate Principal Amounts and such Revised Annual Principal Amounts by up to 30%. The maximum amount of the Series 2025A Bonds will not exceed \$7,000,000. No changes beyond those disclosed above will be made without the consent of the applicable Successful Bidder. Such changes, if any, will determine the final annual principal amount of each maturity of each series of the Series 2025A Bonds (the "Final Annual Principal Amounts") and the final aggregate principal amount of each series of the Series 2025A Bonds (the "Final Aggregate Principal Amount"). The dollar amount bid by the successful bidder for each series of the Series 2025A Bonds will be adjusted to reflect any adjustments in the Final Aggregate Principal Amount of such series of the Series 2025A Bonds. The interest rates specified by the successful bidder for the various maturities at the initial reoffering prices will not change. A SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BIDS OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS.

The Municipality anticipates that the Final Annual Principal Amounts of each series of the Series 2025A Bonds and the Final Aggregate Principal Amount of each series of the Series 2025A Bonds will be communicated to the successful bidder(s) prior to the award of such Bonds. THE DOLLAR AMOUNT BID BY EACH SUCCESSFUL BIDDER FOR THE PURCHASE OF THE SERIES 2025A BONDS WILL BE ADJUSTED TO REFLECT ANY CHANGE IN THE ANNUAL PRINCIPAL AMOUNTS BASED UPON THE ASSUMPTION THAT THE COUPON RATES, REOFFERING PRICES, AND THE UNDERWRITER'S DISCOUNT (EXCLUDING ORIGINAL ISSUE DISCOUNT/PREMIUM) STATED AS A PERCENTAGE OF THE AGGREGATE PRINCIPAL AMOUNT, AS SPECIFIED BY SUCH SUCCESSFUL BIDDER, WILL NOT CHANGE.

BASIS OF AWARD: If an award is made, the Series 2025A Bonds will be awarded to the bidder whose bid results in the lowest true interest cost to the Municipality for such Bonds as determined by reference to the Revised Aggregate Principal Amounts, prior to post-sale adjustments, as discussed in the paragraph above. The lowest true interest cost will be calculated as that rate which when used in computing the present worth of all payments of principal and interest on the Series 2025A Bonds (compounded semi-annually from the dated date of such

Bonds) produces a value equal to the purchase price of such Bonds. Each bidder is required to specify its calculation of the true interest cost resulting from its bid, but such information shall not be treated as part of its proposal. In the event that two or more of the bidders offer to purchase the Series 2025A Bonds at the same lowest true interest cost, the Governing Body shall determine in their sole discretion (but in accordance with fact) which of the bidders shall be awarded such series of the Series 2025A Bonds. The Governing Body reserves the right to waive any irregularity or informality in any bid, and to reject any or all bids, and notice of rejection of any bid will be made promptly. Unless all bids are rejected, award of the Series 2025A Bonds will be made by the Governing Body on the sale date.

AUTHORITY AND SECURITY: The Series 2025A Bonds will be issued pursuant to the authority of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the “Act”), and the resolutions of the Municipality adopted _____, 20__, authorizing and directing the issuance of the Series 2025A Bonds (the “Bond Resolution”). The principal of, premium, if any, and interest on the Series 2025A Bonds will be payable solely from (i) a sufficiency of the revenues derived from the operation of the System (as defined herein) of the Municipality, subject to the prior payment of the reasonable and necessary expenses of operating and maintaining the System, the payment of the \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated and issued May 1, 2019, and maturing May 1, 2039 (the “Series 2019 Bonds”), and the payment of any loans from the State of Mississippi (the “State”) as of the date of issuance of the Series 2025A Bonds (the “Loans”), and (ii) the Current Debt Service Account and the Debt Service Reserve Account provided for in the Bond Resolution, both of which sources have been pledged on a parity of lien with the Series 2019 Bonds, the Loans, and any Additional Bonds issued in the future as authorized in the Bond Resolution.

PURPOSE: The Series 2025A Bonds are being issued to provide funds for improvements, repairs, and extensions to the combined waterworks, water supply, sewage, and sewage disposal system of the Municipality (the “System”).

FORM OF BIDS: Bids should be addressed to the Governing Body and should be plainly marked “Bid for \$7,000,000 Combined Water and Sewer System Revenue Bonds, Series 2025, of the City of Starkville, Mississippi.” All bids should be submitted in substantially the form prepared by the Municipality as the Official Bid Form. A copy of the Official Bid Form may be obtained from the City Clerk at l.hardin@cityofstarkville.org, from Stephens Inc., Ridgeland, Mississippi (the “Municipal Advisor”), at max.neely@stephens.com, or from Watkins & Eager PLLC, Jackson, Mississippi (“Bond Counsel”) at bdavis@watkinseager.com.

Electronic bids for the Series 2025A Bonds must be submitted to PARITY® via the BiDCOMP Competitive Bidding System. An electronic bid made through the facilities of BiDCOMP/PARITY® shall be deemed an offer to purchase in response to this Notice and shall be binding upon the bidder as if made by a signed sealed written bid made to the Municipality. To the extent any instructions or directions set forth in BiDCOMP/PARITY® conflict with the terms of this Notice, this Notice shall prevail. The Municipality shall not be responsible for any malfunction or mistake made by or as a result of the use of electronic bidding facilities. The use of such facilities is at the sole risk of the bidders. Subscription to I-Deal's BiDCOMP/PARITY® Competitive Bidding System by a bidder is required in order to submit an electronic bid. The Municipality will not confirm any subscription or be responsible for the failure of any prospective

bidder to subscribe. Both written bids and electronic bids must be unconditional and received by the Municipality and/or BiDCOMP/PARITY®, respectively, on or before _____, on Tuesday, _____, 20__, as stated above. The Municipality is not liable for any costs incurred in the preparation, delivery, acceptance, or rejection of any bid.

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

INTEREST RATE AND BID RESTRICTIONS: The Series 2025A Bonds shall not bear a greater overall maximum interest rate to maturity than 13% per annum, nor shall the interest rate for any one maturity exceed 13% per annum. No Series 2025 Bond shall bear more than one rate of interest; each Series 2025 Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Series 2025A Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of one-eighth of one percent ($1/8^{\text{th}}$ of 1%) or one-tenth of one percent ($1/10^{\text{th}}$ of 1%), and a zero rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a wire transfer, cashier's check, certified check, or exchange, issued or certified by a bank, payable to the Mayor and Board of Aldermen of the City of Starkville, Mississippi, in the amount of \$140,000, as a guaranty that the bidder will carry out its contract and purchase the Series 2025A Bonds if its bid be accepted. All wire transfers, cashier's checks, certified checks, or exchanges of unsuccessful bidders will be returned immediately after award of the Series 2025A Bonds. If the successful bidder fails to purchase the Series 2025A Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

DTC BOOK-ENTRY: Unless specifically declined by the purchaser, the Series 2025A Bonds are being initially offered as registered in the name of Cede & Co., as Registered Owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-entry system of registration. Purchasers of interests in the Series 2025A Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Series 2025A Bonds will be evidenced by book-entry. As long as Cede & Co. is the Registered Owner of the Series 2025A Bonds as nominee of DTC, payments of principal and interest will be made directly to such Registered Owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

AWARD OF BONDS: If an award of the Series 2025A Bonds is made, the Series 2025A Bonds will be awarded to the bidder whose bid results in the lowest true interest cost to the Municipality. The lowest true interest cost of the Series 2025A Bonds will be calculated as that rate which when used in computing the present worth of all payments of principal and interest on the Series 2025A Bonds (compounded semi-annually from the dated date of the Series 2025A Bonds) produces a value equal to the purchase price of the Series 2025A Bonds. For the purpose of calculating the true interest cost, the principal amount of any term bonds scheduled for mandatory sinking fund redemption (if any) shall be treated as a serial maturity in each year. Each bidder is required to specify its calculation of the true interest cost resulting from its bid, but such

information shall not be treated as part of its proposal. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the Series 2025A Bonds, or rejection of bids, will be made by the Governing Body within said period of time, and the Governing Body will give a verbal notice to the winning bidder, if any, within approximately one hour of such decision..

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder will have the right, at its option, to cancel its agreement to purchase the Series 2025A Bonds if the Series 2025A Bonds are not tendered for delivery within 60 days from the date of sale thereof, and in such event the Governing Body will return to said bidder its good faith deposit. The Governing Body will have the right, at its option, to cancel its agreement to sell the Series 2025A Bonds if within 5 days after the tender of the Series 2025A Bonds for delivery the successful bidder will not have accepted delivery of and paid for the Series 2025A Bonds, and in such event the Governing Body will retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The initial payment agent for the Series 2025A Bonds will be _____, _____, _____ (the "Paying Agent"). The Governing Body's approval of the Paying Agent shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Series 2025A Bonds are issued. Both principal of and interest on the Series 2025A Bonds will be payable by check or draft mailed to Registered Owners of the Series 2025A Bonds as of the fifteenth day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the Municipality maintained by the Paying Agent. The Series 2025A Bonds will be transferable only upon the books of the Paying Agent, and payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Series 2025A Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within 30 days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the Registered Owners of the Series 2025A Bonds and the denominations in which the Series 2025A Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Series 2025A Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor will be made in immediately available funds.

CUSIP NUMBERS: Unless specifically declined by the purchaser, the Municipal Advisor will request that the CUSIP Service Bureau assign CUSIP identification numbers to the Series 2025A Bonds, which numbers will be printed on the Series 2025A Bonds. The successful bidder will be responsible for the costs of assigning CUSIP numbers to the Series 2025A Bonds. Neither the failure to print a CUSIP number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Series 2025A Bonds in accordance with this Notice.

LEGAL OPINION; CLOSING DOCUMENTS: The Series 2025A Bonds are offered subject to the unqualified approval of the legality thereof by Bond Counsel. In the opinion of Bond Counsel, interest on the Series 2025A Bonds is exempt from federal and Mississippi income taxes under existing laws, regulations, rulings, and judicial decisions with such exceptions as will be described in the Official Statement for the Series 2025A Bonds. A copy of the opinion of Bond Counsel, together with the usual closing papers, including a no-litigation certificate dated the date of delivery of the Series 2025A Bonds, evidencing that no litigation is pending in any way affecting the legality of the Series 2025A Bonds or the taxes to be levied for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Series 2025A Bonds will be delivered to the successful bidder without charge. The Municipality will pay for all legal fees and will pay for the printing and validation of the Series 2025A Bonds.

BONDS NOT “QUALIFIED TAX-EXEMPT OBLIGATIONS”: The Municipality has not designated the Series 2025A Bonds as “qualified tax-exempt obligations” within the meaning and for purposes of Section 265(b)(3) of the Code.

FURTHER INFORMATION: The Municipality has prepared a Preliminary Official Statement which it deems, for purposes of S.E.C. Rule 15(c)2-12, to be final and complete as of its date, except for the omission of the offering prices, interest rates, and any other terms of the Series 2025A Bonds depending on such matters, and the identity of the underwriters, subject to revision, amendment and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Upon the award of the Series 2025A Bonds, the Municipality will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions, and revisions as required to complete the Preliminary Official Statement.

ISSUE PRICE: The successful bidder shall assist the Municipality in establishing the issue price of the Series 2025A Bonds and shall execute and deliver to the Municipality at the closing for the Series 2025A Bonds an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2025A Bonds, together with the supporting pricing wires or equivalent communications, in a form reasonably required by the Municipality and Bond Counsel. The Municipality intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Series 2025A Bonds) will apply to the initial sale of the Series 2025A Bonds (the “competitive sale requirements”) because: (a) the Municipality shall disseminate this Notice to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (b) all bidders shall have an equal opportunity to bid; (c) the Municipality may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (d) the Municipality anticipates awarding the sale of the Series 2025A Bonds to the bidder who submits a firm offer to purchase the Series 2025A Bonds at the highest price (or lowest interest cost), as set forth in this Notice. Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Series 2025A Bonds, as specified in the bid. In the event that the competitive sale requirements are not satisfied, the Municipality shall advise the winning bidder. The Municipality shall treat the first price at which 10% of a maturity of the Series 2025A Bonds (the “10% test”) is sold to the public as the issue price on that maturity applied on a maturity-by-

maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Municipality if any maturity of the Series 2025A Bonds satisfies the 10% test as of the date and time of the award of the Series 2025A Bonds. The Municipality will not require bidders to comply with the “hold-the-offering-price rule” and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Series 2025A Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Series 2025A Bonds will be subject to the 10% test in order to establish the issue price of the Series 2025A Bonds. If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Series 2025A Bonds, the winning bidder agrees to promptly report to the Municipality the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing of the Series 2025A Bonds has occurred, until the 10% test has been satisfied as to the Series 2025A Bonds of that maturity or until all Bonds of that maturity have been sold. By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2025A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Series 2025A Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Series 2025A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2025A Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Series 2025A Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires. Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for the purposes of this Notice. Further, for purposes of this Notice: (a) “public” means any person other than an underwriter or a related party, (b) “underwriter” means (A) any person that agrees pursuant to a written contract with the Municipality (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2025A Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025A Bonds to the public), (c) a purchaser of any of the Series 2025A Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), more than 50% common ownership of their capital interests or profits

interests, if both entities are partnerships (including direct ownership by one partnership of another), or more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or Interests by one entity of the other), and (d) “sale date” means the date that the Series 2025A Bonds are awarded by the Municipality to the winning bidder.

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15(c)2-12(b)(5), the Municipality will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Failure of the Municipality to deliver the Continuing Disclosure Agreement at the time of issuance and delivery of the Series 2025A Bonds will relieve the successful bidder from its obligation to purchase the Series 2025A Bonds.

MUNICIPAL BOND INSURANCE: The Municipality has provided information to prospective bond insurance companies in order to qualify the Series 2025A Bonds under their respective optional bidding programs. If the successful bidder or bidders for the Series 2025A Bonds desires to purchase a municipal bond insurance policy insuring payment of all or a portion of the debt service payable on the Series 2025A Bonds, the successful bidder or bidders does so at its own risk and its own expense. The obligation of the successful bidder to pay for the Series 2025A Bonds shall not be conditioned on the issuance of a municipal bond insurance policy. The Municipality will cooperate with the successful bidder in obtaining such insurance, but the Municipality will not enter into any additional agreements with a bond insurer. Without limiting the generality of the foregoing, the successful bidder will be responsible for all costs, expenses, and charges associated with the issuance of such insurance, including but not limited to the premium for the bond insurance policy.

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi,
on _____, 20__.

Lesa Hardin, City Clerk

Publication Information:

The Starkville Daily News

_____, 20__, and _____, 20__

ARTICLE XI

BOND INSURANCE; BOND RATING; AMENDMENTS; MISCELLANEOUS

SECTION 11.01. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Series 2025A Bonds by those who shall hold the same from time to time, this Bond Resolution shall be deemed to be and shall constitute a contract between the Municipality and such Bondholders, and the covenants and agreements herein set forth to be performed by the

Municipality shall be for the equal benefit, protection, and security of the legal holders of any and all of the Series 2025A Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Series 2025A Bonds over any other thereof except as expressly provided therein and herein.

SECTION 11.02. BOND INSURANCE AND RATING AUTHORIZED.

(a) The Mayor is hereby authorized to execute a commitment for a Bond Insurance Policy and to do such other things and take such other actions as may be necessary to obtain the Bond Insurance Policy for the Bonds if the Mayor determines that obtaining the Bond Insurance Policy is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2025A Bonds.

(b) The provisions of the Bond Insurance Policy (if any) and the commitment pertaining thereto, together with any attachments and documents referenced therein, as long as the Bond Insurance Policy remains outstanding and the Bond Insurer has not failed to comply with its payment obligations thereunder and notwithstanding anything contained in this Bond Resolution to the contrary, shall govern and are made a part of this Bond Resolution as though set forth in full herein. In addition to all notices and reporting requirements specifically set forth herein, the Bond Insurer shall be provided with such additional information as the Bond Insurer may reasonably request from time to time.

(c) The Mayor is hereby authorized to obtain a bond rating with regard to the sale of the Series 2025A Bonds, and to execute such documents and to do such other things and take such other actions as may be necessary with regard thereto, if the Mayor determines that obtaining the bond rating or ratings is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2025A Bonds.

(d) The Mayor is hereby authorized to obtain a Reserve Fund Surety Bond for the Series 2025A Bonds, and to execute such documents and to do such other things and take such other actions as may be necessary with regard thereto, if the Mayor determines that obtaining the Reserve Fund Surety Bond is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2025A Bonds.

(e) The Series 2025A Bonds are issued subject to certain requirements and covenants set forth in this Bond Resolution, including without limitation those requirements and covenants pertaining to the Bond Insurance Policy, if any, and the Reserve Fund Surety Bond, if any, for the Series 2025A Bonds.

SECTION 11.03. MODIFICATION OR AMENDMENT. (a) No material modification or amendment of this Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of two-thirds (2/3^{rds}) or more in principal amount of the Series 2025A Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Series 2025A Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to fix, maintain, and collect rates, fees, rents, and other charges for the System or to pay the interest and principal on the Series 2025A Bonds, as the same mature and become due, from the Net Revenues of the System, or reduce such percentage of Holders of the Series 2025A Bonds required

above for such modification or amendment without the consent of the Holders of all of the Series 2025A Bonds.

(b) The foregoing shall not be construed to prohibit supplemental amendments of this Bond Resolution without the consent of Bondholders for the following purposes:

(1) to add to the covenants and agreements of the Municipality herein contained other covenants and agreements thereafter to be observed and performed by the Municipality, provided that such other covenants and agreements shall not either expressly or implicitly limit or restrict any of the obligations of the Municipality contained in this Bond Resolution;

(2) to cure any ambiguity or to cure, correct, or supplement any defect or inconsistent provision contained in this Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising under this Bond Resolution or any supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of this Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Holders of the Bonds;

(3) to subject to the lien of the Bonds and the pledge herein contained additional Revenues or receipts;

(4) to provide for the use of a Reserve Fund Surety Bond in the Debt Service Reserve Account; or

(5) to provide for the issuance of Additional Bonds.

(c) Notwithstanding any provision herein to the contrary, this Bond Resolution may be amended by resolution of the Municipality prior to the delivery of any of the Series 2025A Bonds with the consent of the Purchaser and the Bond Insurer, if any.

SECTION 11.04. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions of this Bond Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions, and shall in no way affect the validity of any of the other provisions of this Bond Resolution or of the Series 2025A Bonds issued hereunder.

SECTION 11.05. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS. In any case where the date of maturity of interest on or principal of the Series 2025A Bonds or the date fixed for redemption of any Series 2025A Bonds, or the date on which any funds are required to be deposited into a fund pursuant hereto, shall be a day other than a Business Day, then paying of interest or principal, and premium, if any, or deposit into the funds pursuant hereto, need not be made on such date but shall be made on the next succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a fund, and no interest shall accrue for the period after such date.

SECTION 11.06. OFFICIAL STATEMENT; CONTINUING DISCLOSURE. (a) The Governing Body hereby approves the Preliminary Official Statement pertaining to the sale of the

Bonds, and the distribution of said Preliminary Official Statement is hereby authorized in substantially the form attached hereto as **Attachment A**.

(b) The Governing Body hereby approves and adopts the Official Statement pertaining to the sale of the Bonds in substantially the form of the Preliminary Official Statement with such completions, changes, insertions, and modifications as shall be approved by the officers of the Municipality executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval.

(c) The Governing Body hereby approves the execution by the Mayor and the City Clerk of the Official Statement for and on behalf of this Governing Body, and the distribution of such Official Statement pertaining to the sale of the Bonds is hereby approved.

(d) The Governing Body hereby approves and adopts the Continuing Disclosure Agreement attached to the Preliminary Official Statement, and approves and authorizes the execution of said Continuing Disclosure Agreement by the City Clerk of the Municipality for and on behalf of the Municipality, in substantially the form attached to the Preliminary Official Statement, with such completions, changes, insertions, and modifications as shall be approved by the officer of the Municipality executing and delivering the same, the execution thereof to be conclusive evidence of such approval.

SECTION 11.07. REOFFER OF SERIES 2025A BONDS. It is specifically provided, notwithstanding the dates set out in this Bond Resolution for the date of the Series 2025A Bonds and the Payment Dates for principal and interest, that in the event the delivery of the Series 2025A Bonds is delayed by a contest of the validation of the Series 2025A Bonds or otherwise, and the initial Purchaser shall decline to take delivery of the Series 2025A Bonds, then the Series 2025A Bonds may be reoffered for sale. In such event, all principal maturities may be adjusted so that such maturities will fall due in the same amounts and intervals as herein provided, but beginning on the next first day that is more than six months from the actual date of the Series 2025A Bonds as provided by the subsequent resolution directing the sale thereof, and continuing through the final maturity dates of the Series 2025A Bonds. The interest payments may also be adjusted accordingly, with interest payments due semiannually, commencing on the next following such actual date of the Series 2025A Bonds. After the validation of the Series 2025A Bonds, no amendment, revision, or supplement contemplated by this Section shall be cause for the re-submission of the proceedings for the issuance of the Series 2025A Bonds, as amended, revised, or supplemented, to any further validation proceedings, it being the intent of this Bond Resolution that any such amendments, revisions, or supplements be covered by the initial validation proceeding.

SECTION 11.08. ALLOCATION OF FUNDS. Whenever any amounts are required by this Bond Resolution to be on deposit in a specified account or fund, it shall be sufficient if there is a clear allocation of such amounts in the records of the Municipality, notwithstanding that such amounts are combined with other funds of the Municipality in a combined deposit or investment.

SECTION 11.09. BOND RESOLUTION FOR BENEFIT OF MUNICIPALITY, PAYING AGENT, AND REGISTERED OWNERS. Nothing in this Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Municipality, the Paying Agent, and the Registered Owners of the Series 2025A Bonds, any right, remedy or claim under or by reason of this Bond Resolution or any covenant, condition or

stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution contained by and on behalf of the Municipality shall be for the sole and exclusive benefit of the Municipality, the Paying Agent, and the Registered Owners of the Series 2025A Bonds.

SECTION 11.01. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approves and adopts the Procedures in substantially the form attached hereto as **Attachment B.**

ARTICLE XII

FURTHER ACTION; REPEALING CLAUSE AND EFFECTIVE DATE

SECTION 12.01. FURTHER ACTION. At some appropriate time hereafter, this Governing Body shall take such further action as may be necessary to provide for the preparation, execution, issuance and delivery of the Series 2025A Bonds.

SECTION 12.02. REPEALING CLAUSE AND EFFECTIVE DATE. All ordinances, resolutions, or orders of the Governing Body in conflict with the provisions of this Bond Resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective immediately upon the adoption thereof.

SECTION 12.03. ENGAGEMENT OF PROFESSIONALS. The Governing Body hereby affirms prior actions to authorize and approve the engagement of Stephens Inc., Ridgeland, Mississippi, to serve as “Independent Registered Municipal Advisor” to the Municipality (the “Municipal Advisor”) in connection with the issuance of the Series 2025A Bonds.

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

Alderman Hamp Beatty	voted: _____
Alderman Mike Brooks	voted: _____
Alderman Kim Moreland	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderman Jeffrey Rupp	voted: _____
Alderman 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 on this day, October 1, 2024.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa D. Hardin, City Clerk

(seal)

Attachment A

Preliminary Official Statement

Attachment B

Post Issuance Compliance Procedures

PROCEDURES FOR POST-ISSUANCE COMPLIANCE

\$7,000,000

COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025 CITY OF STARKVILLE, MISSISSIPPI

General

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

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

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

The “Financing”

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

Responsible Parties

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

General Recordkeeping

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

- Audited Financial Statements for each years that tax-exempt bonds are

- outstanding
- Reports of any examinations by the IRS of the Municipality or its tax-exempt financings for, or in relation to conduit transactions with, the Municipality

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

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

Separate Bank Account

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

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

Investments and Arbitrage Compliance

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

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

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

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

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

Expenditures and Assets

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

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

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

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

Private Business Use

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

bonds.

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

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

Corrective Action

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

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

Internal Revenue Service Examination of Bonds

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

Policy Supplemental to all Existing Policies

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

City of Starkville, Mississippi

City Clerk

General Manager

Dated: _____, 20__

(seal)



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

AGENDA ITEM DEPT.: Administration
AGENDA DATE: October 1, 2024
PAGE: 1

SUBJECT: A Resolution of the Mayor and Board of Aldermen declaring the intention to issue combined water and sewer revenue bonds of the municipality in the maximum principal amount of \$8,000,000 in one or more series to provide funds for the purpose of improving, repairing and extending the existing combined water and sewer system of the municipality.

AMOUNT & SOURCE OF FUNDING: \$8,000,000 for general revenue bonds to be paid from the water and sewer rates of the customers

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the Resolution of the Mayor and Board of Aldermen declaring the intention to issue combined water and sewer revenue bonds of the municipality in the maximum principal amount of \$8,000,000 in one or more series to provide funds for the purpose of improving, repairing and extending the existing combined water and sewer system of the municipality.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$8,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

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

1. The Municipality has existing water and sewer facilities and systems which are operated and accounted for as a separate enterprise of the Municipality known as the combined water and sewer facilities and systems of the Municipality (the “System”).

2. The Governing Body has engaged the services of competent engineers or engineering firm(s) as are employed by the Municipality or engaged by the Municipality (the “Consulting Engineer”), to study the System, to determine the nature and extent of the necessary improvements, repairs, and extensions to the System (the “Authorized Purpose”), to make recommendations regarding the Project (as defined herein), and to make an estimate of the costs of the Project.

3. The Governing Body desires to provide funds for the Authorized Purposes, to be made in substantial accordance with the plans and specifications, as they may be amended and supplemented, prepared by the Consulting Engineer (the “Project”).

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

5. The Project is economically feasible, would be in the public interest and of benefit to the Municipality, and the findings and recommendations of the Consulting Engineer are hereby adopted, including the estimate of the costs of the Project.

6. It is necessary, advisable, and in the best interest of the Municipality and its citizens to finance the costs of the Project, for which purpose there are no other available funds on hand.

7. Pursuant to the provisions of Section 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Utilities Act”), the Municipality is authorized to undertake activities for the Project, and to provide for the payment of the costs of the Project, or any portion of such costs of the Project, by and through the issuance of combined water and sewer system revenue bonds, in one or more series, in the maximum principal amount of \$8,000,000 (the “Bonds”).

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

9. The Municipality reasonably expects that it will incur expenditures for the Project for which the Municipality may advance internal funds prior to the issuance of the Bonds, and that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Project made in anticipation of the issuance of the Bonds.

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

SECTION 1. This resolution is adopted pursuant to the Municipal Utilities Act and other applicable laws of the State.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds for the Project pursuant to the Municipal Utilities Act.

SECTION 3. The Bonds shall be payable from the revenues of the System.

SECTION 4. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Project prior to the issuance of the Bonds, with the proceeds of the Bonds, to the extent permitted by the Reimbursement Regulations.

SECTION 5. The Bonds, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at City Hall located at 110 West Main Street in the Municipality on Tuesday, November 5, 2024, at 5:30 p.m., which date so fixed will be more than ten days after the third date of publication of this resolution, as directed by Section 6 hereof. Pursuant to the Municipal Utilities Act, if a petition signed by not less than 20% of the qualified electors of the Municipality be filed objecting to and protesting the issuance of the Bonds, on or before Tuesday, November 5, 2024, at 5:30 p.m., then an election on the question of the issuance of the Bonds may be called and held as provided by law. If no such protest is filed, then the Bonds may be issued without an election on the question of the issuance thereof, and may be issued and sold under the regular procedure for issuing and selling the Bonds.

SECTION 6. This resolution shall be published once a week for at least three consecutive weeks in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The third such publication shall be more than ten days prior to the date specified in Section 5 hereof.

SECTION 7. The City Clerk of the Municipality shall be and is hereby directed to procure the customary proof of publication of this resolution from the publisher of the *Starkville Daily News* and to have the same before the Governing Body on or before Tuesday, November 5, 2024, at 5:30 p.m.

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

Alderman Hamp Beatty	voted: _____
Alderman Mike Brooks	voted: _____
Alderman Kim Moreland	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderman Jeffrey Rupp	voted: _____
Alderman 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 on this day, October 1, 2024.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa D. Hardin, City Clerk

(seal)

Publication Instructions:

Starkville Daily News

October 11, 2024; October 18, 2024; and, October 25, 2024



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: October 1st, 2024
PAGE: Page 1 of 11

SUBJECT:

Consideration of resolutions authorizing the liens as provided in the attachments.

SUMMARY: This is to authorize the liens that will compensate the city per the authorization in 21-19-11 for placement with the tax assessor's office to collect as part of the process of attaching the lien to the property approved for mowing, cleaning, and/or demolition.

Case #	Location	Date	Amount
22-000562	514 West Main St	12/02/2022	\$4,358.27
24-000499	Ward Drive (Parcel #102B-00-081)	9/19/2024	\$300.00

REQUESTING DEPARTMENT: Mayor's Office

FUNDING SOURCE: N/A

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of authorizing the lien resolutions for the placing the liens on the properties that have been previously approved for mowing, cleaning, and/or demolition.

**BEFORE THE MAYOR AND BOARD OF ALDERMEN
CITY OF STARKVILLE**

CITY OF STARKVILLE, MISSISSIPPI

LIENOR CITY OF STARKVILLE

VS.

CASE NO. 22-000562

HINES LULA BELL

OWNER HINES LULA BELL

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville gave notice of a public hearing before the governing authorities of the City of Starkville to HINES LULA BELL (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: HINES LULA BELL

Address of Owner: 1720 GOLDENROD TURN

Parcel Number: 118O-00-233.00

Address of Violation: 514 WEST MAIN ST, STARKVILLE, MS 39759

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on 12/02/2022 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Starkville shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.
4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on 10/01/2024, adjudicated the actual cost of lot mowing to be \$4,358.27. This amount is assessed as a lien on the real property described above.
5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgement lien, this assessment may be collected as a civil debt, and the City of Starkville may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The City Clerk is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Mississippi, on this, the 1ST day of OCTOBER, 2024.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

D. LYNN SPRUILL, MAYOR

ATTEST: _____

LESA HARDIN, CITY CLERK

STATE OF MISSISSIPPI;
COUNTY OF OKTIBBEHA;



Book:2024 Page:92-94
Liens
RCD: 09/24/2024 @10:42:45 AM
Oktibbeha County, MS
Sharon Livingston Chancery Clerk

LIEN

The City of Starkville, pursuant to Miss. Code Ann. §21-19-11, has declared the following described real property to be a menace to the public health, safety, and welfare of the community.

The said property located in the City of Starkville, Mississippi, owned by Hines Lula Bell, being more particularly described as:

514 W Main St (PID #118O-00-233.00)

(See attached **Exhibit "A"**)

Pursuant to Miss. Code Ann. §21-19-11, the City of Starkville adjudicated the actual cost of cleanup of the property and assessed a penalty not to exceed fifty percent (50%) of the actual cost by Resolution attached and incorporated herein as Exhibit "B".

Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of \$4,358.27.

A blue ink signature of D. Lynn Spruill, written in a cursive style.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

A blue ink signature of Lesa Hardin, written in a cursive style.

Lesa Hardin, City Clerk
City of Starkville, Mississippi

Attachment 'A'



Oktibbeha County, MS

Oktibbeha County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Oktibbeha County Land Records GIS and is maintained for the internal use of the County. The County of Oktibbeha and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Oktibbeha County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Oktibbeha County Tax Assessor/Collector
JoHelen Walker

101 E. Main Street Ste. 103
39759 Starkville, MS
662-323-1273
Fax: 662-338-1066
Date Printed: 9/22/2024

PPIN:	5817
PARCEL_ID:	1180-00-233.00
OWNERNAME:	HINES LULA BELL
ADDRESS1:	C/O LULA V HUNT
ADDRESS2:	1720 GOLDENROD TURN
CITY:	DEKALB
STATE:	IL
ZIP:	60115
SECTION:	34
TOWNSHIP:	19N
RANGE:	14E
LEGAL1:	LOT 4 & 5' OFF W/S LOT 3 REX ST
LEGAL2:	SUB
LEGAL3:	
TAX_DIST:	5110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	7000
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	7000
IMP_VAL1:	0
IMP_VAL2:	3250
TOTALVALUE:	10250
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS_ADDR:	0

Attachment '2'

514 west main Street House Demo

Employees	Hourly Rate	Hours Worked	Total	Equipment	Hourly Rate	Hours Used	Total
Theodis Weaver	\$ 24.50	8	\$ 196.00	Truck 716	\$ 20.80	2	\$ 41.60
Tony Sykes	\$ 28.50	5	\$ 142.50	truck 713	\$ 20.80	2	\$ 41.60
Bobby Bardwell	\$ 19.03	8	\$ 152.24	Truck 702	\$ 18.00	5	\$ 90.00
Chris Black	\$ 37.82	2	\$ 75.64	Truck 706	\$ 54.20	5	\$ 271.00
Donnie Scales	\$ 19.00	5	\$ 95.00	Truck 61A	\$ 67.00	5	\$ 335.00
Kedasha Poe	\$ 18.48	8	\$ 147.84	Truck 195	\$ 20.80	5	\$ 104.00
Troy Johnson	\$ 16.31	5	\$ 81.55	truck 715	\$ 67.00	5	\$ 335.00
Perry Agnew	\$ 15.86	5	\$ 79.30	JCB 110	\$ 110.00	5	\$ 550.00
				Cat 305	\$ 18.00	8.5	\$ 90.00
				cat 320 backhoe	\$ 30.00	1	\$ 30.00
Total Labor:	\$ 970.07						
Equipment Total:	\$ 1,888.20						
Material Cost:							
Dump Tickets	\$ 1,500.00						
Main Total:	\$ 4,358.27						



**BEFORE THE MAYOR AND BOARD OF ALDERMEN
CITY OF STARKVILLE**

CITY OF STARKVILLE, MISSISSIPPI

LIENOR City of Starkville

VS.

CASE NO. 24-000499

Sammy Langley

OWNER Sammy Langley

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville gave notice of a public hearing before the governing authorities of the City of Starkville to Sammy Langley (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: Sammy Langley

Address of Owner: 85 Peaceful Lane, Starkville, MS 39759

Parcel Number: 102B-00-081.01

Address of Violation: Ward Drive, Parcel #102B-00-081.01

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on 10/01/2024 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.
3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Starkville shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.
4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on 10/01/2024, adjudicated the actual cost of lot mowing to be \$300.00. This amount is assessed as a lien on the real property described above.
5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.
6. Prior to its collection as a judgement lien, this assessment may be collected as a civil debt, and the City of Starkville may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The City Clerk is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Mississippi, on this, the October day of 1st, 2024.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

D. LYNN SPRUILL, MAYOR

ATTEST: _____

LESA HARDIN, CITY CLERK

STATE OF MISSISSIPPI;
COUNTY OF OKTIBBEHA;



Book:2024 Page:85-87
Liens
RCD: 09/19/2024 @11:00:41 AM
Oktibbeha County, MS
Sharon Livingston Chancery Clerk

LIEN

The City of Starkville, pursuant to Miss. Code Ann. §21-19-11, has declared the following described real property to be a menace to the public health, safety, and welfare of the community.

The said property located in the City of Starkville, Mississippi, owned by Sammy Langley, being more particularly described as:

Ward Dr, Parcel Number 102B-00-81.01

(See attached **Exhibit "A"**)

Pursuant to Miss. Code Ann. §21-19-11, the City of Starkville adjudicated the actual cost of cleanup of the property and assessed a penalty not to exceed fifty percent (50%) of the actual cost by Resolution attached and incorporated herein as Exhibit "B".

Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of \$300.00.

A blue ink signature of D. Lynn Spruill, written in a cursive style.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

A blue ink signature of Lesa Hardin, written in a cursive style.

Lesa Hardin, City Clerk
City of Starkville, Mississippi





Oktibbeha County, MS

Oktibbeha County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Oktibbeha County Land Records GIS and is maintained for the internal use of the County. The County of Oktibbeha and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Oktibbeha County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Oktibbeha County Tax Assessor/Collector
JoHelen Walker

101 E. Main Street Ste. 103
39759 Starkville, MS
662-323-1273

Fax: 662-338-1066
Date Printed: 9/19/2024

PPIN:	22809
RANGE:	102B-00-081.01
OWNERNAME:	MAZAHREH LADEIDRE & LAITH
ADDRESS1:	86 PEACEFUL LANE
ADDRESS2:	
CITY:	STARKVILLE
STATE:	MS
ZIP:	39759
SECTION:	03
TOWNSHIP:	18N
RANGE:	14E
LEGAL:	S2 LOT 11 MCKENZIE HOMES S/D
LEGAL2:	
LEGAL3:	
TAX_DIST:	1110
REMARK:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	2000
CULT_VAL2:	0
UNCULT_VAL1:	0
UNCULT_VAL2:	0
LAND_VAL:	2000
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	2000
EXEMPT_CODE:	0
HOMESTEAD:	
DEED BOOK:	2018
DEED PAGE:	3745
DEED DATE:	5/13/2018
SITUS ADDR:	0

Parcel 102B-00-81.01

Ward Drive

Employees		Equipment used	
Andrew McDaniel		Weed Eater	
Raymond Shelton		Zero turn lawn mower	
Employee Labor Total:		\$	250.00
Administrative Fee:		\$	50.00
Main Total:		\$	300.00





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

AGENDA ITEM DEPT.: Administration
AGENDA DATE: October 1, 2024
PAGE: 1

SUBJECT: Consideration of calling for the first of two public hearings to amend Ordinance 2017-05 and Municode §4.3.02(B) to reflect changes related to the requirement for a percentage of food sales and the requirement for kitchen facilities in order to approve the sale of beer and light wine.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

AUTHORIZATION HISTORY: In ordinance 2017-05 the Board approved the sale of beer in microbreweries that did not require the accompanying sale of food as 25% of the gross revenue.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of calling for the first of two public hearings to amend Ordinance 2017-05 and Municode §4.3.02(B) to reflect changes related to the requirement for a percentage of food sales and the requirement for kitchen facilities in order to approve the sale of beer and light wine.

ORDINANCE NUMBER 2017-05

AN ORDINANCE AMENDING THE CITY'S ORDINANCE RELATED TO ALCOHOLIC BEVERAGES TO INCREASE THE HOURS OF SALE; ADJUST THE DEFINITION OF BEER TO CONFORM TO STATE STATUTE; AND TO ADJUST THE DISTANCE REQUIREMENTS FOR SALE OF ALCOHOLIC BEVERAGES TO CONFORM WITH STATE STATUTE

WHEREAS, the State of Mississippi has granted to the State Tax Commission extensive regulatory powers and responsibilities over the sale and distribution of alcoholic beverages, beer, and light wine, which have been delegated to the Alcoholic Beverage Control Division under Mississippi Code Annotated §67-1-1, *et seq.* (1972, as amended) and Mississippi Code Annotated §67-3-1, *et seq.* (1972, as amended); and

WHEREAS, the authority of a municipality to regulate the sale of beer and light wine is allowed by law under Mississippi Code Annotated §67-3-65 (1972, as amended), including enforcing such proper rules and regulations for fixing zones and territories, prescribing hours of opening and closing, and for such other measures as will promote public health, morals, and safety as they may by ordinance provide; and

WHEREAS, the Mayor and Board of Aldermen find that it is in the best interest of the City of Starkville to amend its City Ordinance Numbers 2009-06, 2005-02 and 2006-8a under the authority of Mississippi Code Annotated §67-3-65 (1972, as amended) to prescribe hours of opening and closing, to establish alcohol content, and to designate territories surrounding churches and schools in which beer and light wine shall not be sold or consumed, and for such other measures as will promote public health and safety, as they may by ordinance provide;

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville that Ordinance Numbers 2005-02, 2009-06 and 2006-8a of the City of Starkville Code of Ordinances, Chapter 10, Alcoholic Beverages as adopted, are amended as follows:

I. **Sec. 10-36. - Definitions.**

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

Beer and light wine are defined by MCA 1972, § 67-3-3 and by this article as follows:

(a) "Beer" means a malt beverage as defined in the Federal Alcohol Administration Act and any rules and regulations adopted pursuant to such act of an alcohol content of not more than eight percent (8%) by weight; and

(b) "Light wine" means wine of an alcohol content of not more than five percent (5%) by weight.

Permittee is a person or entity who has obtained a beer permit from the ABC Division of the Mississippi Tax Commission under MCA 1972, § 67-3-17, as amended.

2. Sec. 10-38. Territory where sale is prohibited.

(a) *On-premises Consumption.* No beer or light wine shall be sold for on-premises consumption within the minimum distance provided in Mississippi Code Annotated §67-1-51 (1972), as amended. This distance shall be measured from the nearest point of entry to the building housing the church, school, kindergarten or funeral home to the nearest point of the premises which consists of the floor planned area to be licensed by the Commission. This distance shall be measured in a straight line, such as air line distance, rather than the usual route of pedestrian travel.

(b) *Off-premises Consumption.* No beer or light wine shall be sold for off-premises consumption within the minimum distance provided in Mississippi Code Annotated §67-1-51 (1972), as amended. This distance shall be measured by the same criteria as listed in subsection (a) above.

3. Sec. 10-39. Hours when sale is prohibited.

No beer or light wine shall be sold for on-premises or off-premises consumption between the hours of 12:00 midnight and 7:00 a.m. on Monday through Wednesday. The legal hours shall be extended on Thursday, Friday, and Saturday nights from 12:00 midnight to 1:00 a.m. No beer or light wine shall be sold for on-premises or off-premises consumption between the hours of 1:00 a.m. and 11:00 a.m. on Sunday and after 12:00 midnight on Sunday night.

4. Sec. 10-103. Commercial establishments-Hours of sale.

No person, partnership, or corporation, nor any agent or employee thereof, operating a public or private commercial establishment shall permit the consumption of alcoholic beverages on the premises of such establishment between the hours of 1:00 a.m. and 7:00 a.m., provided, however, that nothing in this section shall be construed to alter or amend the requirements of Section 10-39, as shown above, or to permit the sale, distribution, giving away, or storage of alcoholic beverages at any time on Sunday, unless otherwise permitted by the laws of the state or the ordinances of the city.

5. Sec. 10-43. Severability.

The provisions of this Ordinance shall be separable and the invalidity of any of its sections shall not affect the remaining sections.

This Ordinance shall amend the City of Starkville duly adopted Code of Ordinances, Chapter 10, Alcoholic Beverages, Article II, Sections 10-36, 10-38; 10-39, 10-43 and 10-103.

This Ordinance Number 2017-05 shall amend Ordinance Numbers 2009-06, 2005-02 and 2006-8a and shall be in full force and effect thirty (30) days after its passage and publication.

The Clerk is directed to cause this Ordinance to be published one time in the Starkville Daily News and to obtain proof of publication thereof.

UPON MOTION of Alderman Jason Walker, duly seconded by Alderman Sandra Sistrunk the aforesaid Ordinance was put to a roll call vote with the Aldermen voting as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Aye
Alderman David Little	Voted: Aye
Alderman Jason Walker	Voted: Aye
Alderman Patrick Miller	Voted: Aye
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn	Voted: Nay

ORDAINED AND ADOPTED, this the 19th day of September, 2017 at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.


D. LYNN SPRUILL, Mayor
City of Starkville, Mississippi


LESA HARDIN, City Clerk
City of Starkville, Mississippi

Attest:





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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: October 1, 2024
Page: 1

SUBJECT:

Consideration of the proposal for Employee Medical, Dental and Vision Benefit Plans and Administrative Service Contract with Blue Cross Blue Shield(McGriff).

AMOUNT & SOURCE OF FUNDING:

Premiums are included in amounts budgeted for employee health insurance and are distributed ratably among all city departments based on numbers of employees.

AUTHORIZATION HISTORY:

McGriff Insurance Services presented the Health Insurance Planfor renewal of Starkville employee medical, dental, and vision benefit plans. McGriff presented figures for the third party administrator for the self insurance, Blue Cross Blue Shield, which still included a base plan coverage with a higher deductible and a buy up plan that included a premium coverage. There are no changes to the dental and vision plans.

REQUESTING DEPARTMENT:

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval of the proposal for Employee Medical, Dental and Vision Benefit Plans and Administrative Service Contract renewal with Blue Cross/Blue Shield.



**BlueCross BlueShield
of Mississippi**

3545 Lakeland Drive
Flowood, Mississippi 39232
Telephone: 601-932-3704
www.bcbsms.com

It's good to be **Blue**.

July 15, 2024

Nav Ashford
City of Starkville
110 W Main Street
Starkville, MS 39759

Re: 2024 Administrative Services Renewal

Dear Nav:

Thank you for being a valued Blue Cross & Blue Shield of Mississippi customer and trusting us to provide your employees with coverage for what matters most – their health. Through our partnerships with our Network Providers, and emphasis on high quality healthcare and outcomes, we have been able to have a positive impact on lowering healthcare cost trends. Also, due to our management of prescription drugs with Prior Authorization reviews, best-practice disease management, our biosimilar implementation strategy for high-cost drugs and increased prescription drug rebates, both retail and medical, we have seen a net reduction in prescription drug costs during 2023.

In 2024, we will continue our prescription drug innovations to address high-cost prescription drugs and will continue our expansion of health care delivery innovation through our Network Provider partnerships.

We can also meet the needs of your employees and covered Members with dental options through our partnership with Delta Dental. Available for Fully-insured or Self-insured dental plans, you'll receive competitive rates with no balance billing for your employees when they use a Network Dentist.

As we look toward your renewal, we are committed to continuing our partnership to not only support you in managing your healthcare costs, but also support your employees' health.

The following renewal documents are attached:

- Administrative Services Contract Amendment
- Administrative Services & Reinsurance Form
- Assignment of Reinsurance Policy Benefits Form

All documents should be reviewed, signed and then returned by your Blue Cross & Blue Shield of Mississippi Certified Agent by Monday, September 2, 2024. Any benefit changes should be requested by September 2nd to ensure they are implemented with your effective date.

We look forward to meeting with you soon to discuss your renewal and continuing our health and wellness partnership. We are proud you are Blue and we value you, your employees and your business. If you have any questions prior to our meeting, please contact me or you Blue Cross & Blue Shield of Mississippi Certified Agent.

Best of health,

Kelli Ball,
Account Manager, Sales
601-968-2889

Attachments

cc: Mickey Watkins

**Amendment No. 6 to
Administrative Services Contract**

This Amendment No. 6 to the Administrative Services Contract (“Amendment”) is entered into as of October 1, 2024 (the “Amendment Effective Date”) among Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company (“Claim Administrator”), City of Starkville (“Employer”) and Employee Health Protection Plan for City of Starkville (“GHP”).

WHEREAS, Claim Administrator, Employer and GHP are parties to the Administrative Services Contract (the “Agreement”) entered into as of October 1, 2018, as amended.

WHEREAS, Claim Administrator, Employer and GHP have agreed, subject to these terms and conditions, to amend the Administrative Services Contract as set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendments. The Agreement is amended as follows:

- (a) The second sentence in the first unnumbered paragraph on page 1 of the Agreement is deleted in its entirety and replaced with the following:

“The term of the Agreement is for a 12 month period, running October 1, 2024 to September 30, 2025.”

- (b) Part 5, Article VIII, Section A(1) is deleted in its entirety and replaced with the following:

1. The monthly administrative service fee is \$36.00 for each employee covered in the Benefit Plan on or after October 1, 2024. The fee includes the services specified in Article I. The due date of the monthly administrative services fee is the first day of each month.

- (c) Part 6, Article XIX is deleted and replaced with the following:

If any provision of this Agreement is rendered illegal, invalid or unenforceable by the decision of any court of competent jurisdiction, or by statute or regulation, that illegal, invalid or unenforceable provision shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

- (d) Part 6, Article XXIII is amended to add the following sentence:

Nothing in this Section is intended to restrict the disclosure of information when such restriction is prohibited by Federal or State law or regulation.

2. Amendment Effective Date. The amendments made to the Agreement are incorporated by reference into the Agreement and expressly made a part thereof, as if fully copied therein, effective as of the Amendment Effective Date.

3. The provisions of this Amendment are not intended to amend in any manner any of the other provisions of the Agreement and should not be construed to do so, but, rather, except as otherwise hereinafter indicated, are intended merely to amend the specific provisions of the Agreement as stated herein. Except for the provisions of the Agreement specifically amended by this Amendment, all other provisions of the Agreement remain in full force and effect and are not hereby amended, modified or rescinded, except to the extent that any other provisions of the Agreement are in conflict with this Amendment and must necessarily also be amended in order to implement this Amendment, in which case any such conflicting provisions of the Agreement are hereby amended, and shall be interpreted and applied, to the minimum extent necessary, to conform to the amendments made by this Amendment. This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior promises, agreements and understandings, whether written or oral, with respect to the subject matter hereof.

IN WITNESS THEREOF, the parties have caused this Amendment to be duly executed as set forth below as of the Amendment Effective Date.

CLAIM ADMINISTRATOR:

BLUE CROSS & BLUE SHIELD OF MISSISSIPPI,
A MUTUAL INSURANCE COMPANY

By: _____
Cheri D. Green,
General Counsel

Date: _____

EMPLOYER:

CITY OF STARKVILLE

By: _____

Title: _____

Date: _____

GROUP HEALTH PLAN:

EMPLOYEE HEALTH PROTECTION PLAN FOR
CITY OF STARKVILLE

By: _____

Title: _____

Date: _____

EXHIBIT I

Only the BlueCard Program Access Fee and the BlueCard Program Administrative Expense Allowance (AEA) fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in the Administrative Charges.

The Access Fee is charged by the Host Blue to Claim Administrator for making the applicable Host Blue's provider network available to GHP's Members. The Access Fee will not apply if the provider does not participate in the applicable Host Blue's network. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential Claim Administrator receives from the applicable Host Blue subject to a maximum of \$2,000 per claim. When charged, Claim Administrator passes the Access Fee directly on to GHP.

Instances may occur in which the claim payment is zero or Claim Administrator pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Claim Administrator will pay the Host Blue's Access Fee and pass it along directly to GHP as stated above even though GHP paid little or had no claim liability.

The AEA Fee is a fixed per-claim dollar amount charged by the Host Blue to Claim Administrator for administrative services that the Host Blue provides in processing claims for GHP's Members. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of your group enrollment. When charged, Claim Administrator passes the AEA Fee directly on to GHP.

See the Fee Listing section of this Exhibit for the BlueCard Program Access Fee and AEA Fee and for Claim Administrator's General Administrative Fee. The General Administrative Fee includes all other fees relative to the BlueCard Program. These fees include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

A General Administrative Fee encompasses fees Claim Administrator charges to GHP for administering GHP's Benefit Plan. They may include both local within Claim Administrator's service area and Inter-Plan fees. For purposes of this Agreement, they include the following BlueCard Program-related fees other than the BlueCard Program Access Fee and AEA Fee: namely, Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

Group Name: City of Starkville

Effective Date: October 1, 2024 through September 30, 2025

Group Number(s):

Location	Benefit Plans	
	Buy Up Group Numbers	Base Group Numbers
City Hall Active	67142A	17912
City Hall COBRA	67143A	17913
City Hall Retirees	67144A	17914
Electric Active	67145A	17915
Electric COBRA	67146A	17916
Electric Retirees	67147A	17917
Park Comm. Active	67148A	17918
Park Comm. COBRA	67149A	17919
Park Comm. Retirees	67151A	17920

General Administrative Fee (See also Section VIII(A)(1):	\$36.00 per employee per month
Inter-Plan Arrangements Fees:	
<i>BlueCard Program Fees</i>	
Access Fees:	In 2024, 3.46% of network savings, capped at \$2,000.00 per claim. In 2025, 3.31% of network savings, capped at \$2,000.00 per claim.
Administrative Expense Allowances (AEAs):	\$5.00 per claim professional and \$11.00 per claim institutional (for fewer than 1,000 PPO or traditional enrolled Blue contracts).
Nonparticipating Provider Claims Processing Fee:	\$3.00 per claim for out-of-network claims.

ASSIGNMENT OF REINSURANCE POLICY BENEFITS

This Agreement is made by and between City of Starkville, the Reinsurance Policyholder and Symetra, the Reinsurance Carrier.

Pursuant to the Administrative Services Contract, Blue Cross & Blue Shield of Mississippi has agreed to pay benefit payments due under the Health & Wellness Benefit Plan sponsored by City of Starkville, to include claims over the individual specific stop-loss amount. Blue Cross & Blue Shield of Mississippi has the right to obtain reimbursement directly from City of Starkville for payments made on claims over the individual specific stop-loss amount and not wait for the Reinsurance Carrier to pay benefits under the Reinsurance Policy.

City of Starkville acknowledges and agrees that all benefits due under the terms of the Reinsurance Policy are assigned to Blue Cross & Blue Shield of Mississippi. In situations where Blue Cross & Blue Shield of Mississippi has paid claims over the individual specific stop-loss amount and recovered such claim payments directly from City of Starkville, Symetra will reimburse City of Starkville.

City of Starkville and Symetra agree that any and all provisions directing payment to City of Starkville and/or preventing an assignment of benefits due under the Reinsurance Policy are amended to reflect that benefits will be paid directly to Blue Cross & Blue Shield of Mississippi.

City of Starkville and Symetra agree Blue Cross & Blue Shield of Mississippi is a third party beneficiary of this Assignment.

Group

By: _____

Title: _____

Date: _____

Reinsurance Carrier

By: _____

Title: _____

Date: _____

2024
BLUE CROSS & BLUE SHIELD OF MISSISSIPPI
ENHANCED LANGUAGE CHECKLIST

Speech Therapy

Blue Cross & Blue Shield of Mississippi (“BCBSMS”) has established a Speech Therapy Network. When Members visit a Network Speech Therapist:

- a. The Network Speech Therapist directly bills BCBSMS for the Covered Services rendered to the Member.

A Non-Network Speech Therapist may require the Member to submit the claim to BCBSMS.

- b. The Network Speech Therapist will accept BCBSMS’ Allowable Charge as payment in full for the Covered Services. As a result of the Allowable Charge, the Network Speech Therapist will not balance bill the Member.

A Non-Network Speech Therapist is not required to accept the Allowable Charge as payment in full for Covered Services. This Provider can balance bill the Member.

Prior to establishment of the Network, Speech Therapists were Non-Contracted Allied Providers and Covered Benefits were paid according to a Health Plan’s Network Coinsurance amount. While your plan’s current Benefit Plan booklet may include both a Network and Non-Network Coinsurance amount for Speech Therapy, it also includes an asterisk indicating how Covered Benefits are provided when there is no Network. See an example of the current Benefit language below:

	<u>Network Provider</u>	<u>Non-Network Provider</u>
Speech Therapy* (Limited to 20 visits per Calendar Year)	80% to OOP, then 100% (Deductible Applies)	60% (Deductible Applies)

- * If Claims Administrator has not offered a Participating Provider Agreement to a specific category of Allied Provider, the Facility or Professional will receive the Network Level of Benefits. Coinsurance for Covered Services rendered by the aforementioned Providers will accrue toward the Out-of-Pocket amounts.

BCBSMS asks you to consider adding the Speech Therapy Network to your plan. Unless you decline below, the Speech Therapy Network will apply to your covered employees and their covered dependents, and the Benefit Plan booklet will be revised to delete the asterisk beside Speech Therapy.

☐

Decline

**Symetra Life Insurance Company**

777 108th Avenue NE, Suite 1200 | Bellevue, WA 98004-5135

Mailing Address: Select Benefit Administrators

PO Box 440 | Ashland, WI 54806

Overnight deliveries to: 118 3rd Street East | Ashland, WI 54806

Phone 1-800-497-3699 | Fax (715) 682-5919

MASTER APPLICATION
For Group Insurance

- Instructions:** (1) Complete and sign the application
(2) Attach the Plan Summary and send to Select Benefit Administrators (SBA)
(3) Retain a copy with your policy(ies)

Name of Applicant City of StarkvilleAddress 110 West Main Street

Street

Starkville

City

MS

State

39759

Zip

applies to Symetra Life Insurance Company for the following group insurance:

Insurance	Requested Effective Date
☐ Fixed-Payment Indemnity	_____
☐ Accident	_____
☐ Outpatient Prescription Drug	_____
☒ Critical Illness	<u>01/01/2025</u>
☐	_____

If Symetra Life Insurance Company (Symetra) approves this application, the policy(ies) for the insurance indicated above will be issued pursuant to the selected Plan Summary. The applicant agrees that its payment of premium, after delivery of the policy(ies), shall constitute its acceptance and approval of all policy terms.

☒ This application supersedes any previous application.

Any person who, with intent to defraud or knowing he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Signed at _____ on _____
City State Date

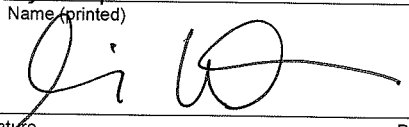
For the Applicant by _____
Signature

Lynn Spruill

Name (printed)

Mayor

Title

Agent/Producer 
Signature Resident Licensed Agent/Producer where required by law

Mickey Watkins

Name (printed)

Tax ID Number

Symetra® is a registered service mark of Symetra Life Insurance Company.

Select Benefit Administrators is an administrative division of Symetra Life Insurance Company, 777 108th Ave NE, Suite 1200, Bellevue, WA 98004-5135.

SBC-00991-APP 8/12

SYMETRA LIFE INSURANCE COMPANY AND FIRST SYMETRA NATIONAL LIFE INSURANCE COMPANY OF NEW YORK

Customer Electronic Consent and Disclosure Agreement

IMPORTANT NOTICE - PLEASE READ CAREFULLY AND KEEP FOR FUTURE REFERENCE.

By signing this agreement, you acknowledge and understand you are providing your consent to transact business by utilizing electronic communications with Symetra Life Insurance Company, First Symetra National Life Insurance Company of New York, and their affiliates and third party service providers ("Symetra"). You may withdraw your consent at any time by contacting us at our business address, website, or by phone.

What is the purpose of this Electronic Consent and Disclosure Agreement?

Symetra will provide you with certain communications, applications, agreements, billing statements, notices, disclosures, documents, or other information in writing ("Communications") regarding our products or services.

Your agreement to this Customer Electronic Consent and Disclosure Agreement ("Consent Agreement") confirms:

- Your ability and consent to receive Communications electronically, rather than on paper;
- Your agreement to use of electronic signatures in our relationship with you; and
- Your agreement to all of the terms and conditions set forth in this Consent Agreement.

If you do not want to receive Communications regarding the products and services electronically or, if you do not want to use electronic signatures in your relationship with us, or if you do not agree with all of the terms and conditions of this Consent Agreement, you should not sign and acknowledge this Consent Agreement.

What does this Consent Agreement cover once I sign it?

While not a complete listing, the types of Communications that may be sent to you or otherwise made available to you electronically when available include:

- Insurance application and enrollment forms and related documents
- Your insurance policy, annuity contract or certificates of coverage under a group insurance policy or annuity contract
- Billing statements
- Policy or contract statements
- Claim forms
- Privacy notices and other disclosures
- Financial reports
- Immediate transaction confirmations
- Policy cancellation, overdue premium notifications (e.g., grace periods, lapse notices), or termination notices
- Tax forms

Where required by law, Symetra will also deliver policy cancellation, overdue premium notifications, lapse notifications, and termination notices to you on paper.

Even if you sign and acknowledge this Consent Agreement, Symetra may, at its option: (a) deliver Communications to you on paper, and (b) require that certain Communications from you be delivered to Symetra on paper and hand-signed and/or notarized for your security.

Can I get paper copies of the Communications?

Yes. You may obtain paper copies of any of the Communications we provide to you by printing the copy yourself or by contacting Symetra at the address provided below (or such other address as may be provided to you in the future). As allowed by your state, if there is a charge or fee associated with requesting a paper copy of what we have provided to you electronically, the charge or fee will be disclosed to you in advance. We reserve the right, and assume no obligation, to provide a paper copy (instead of an electronic copy) of any Communication that you have authorized us to provide electronically. If you do not agree to receive all documents electronically, contact Symetra at the address below.

Should I maintain copies of the Communications?

Yes. By agreeing to this Consent Agreement, you agree to print or save this Consent Agreement and all electronic Communications, and to maintain the printed or electronic copies for your records. If you have any trouble with printing or saving, you should contact Symetra and request paper copies of the Communications.

How long will this Consent Agreement remain in effect?

This Consent Agreement shall become effective once you electronically sign it and it is received by Symetra. It will remain in effect for so long as Symetra is providing products or services to you, or until you withdraw your consent (as described in the next section), whichever occurs first.

What if I change my mind?

If at any time you would like to cease doing business electronically with Symetra, you will need to provide Symetra with written notice of your withdrawal of your consent to do business electronically, which will then terminate this Consent Agreement. You may withdraw your consent at any time and without charge by contacting Symetra. Your withdrawal of your consent to do business electronically and the termination of this Consent Agreement will become effective two (2) business days after Symetra's receipt of your withdrawal of consent. Thereafter, all Communications will be provided to you on paper.

What if my contact information changes?

By agreeing to this Consent Agreement, you are required to keep Symetra informed of any changes to your e-mail address and all other contact information. You may inform Symetra of any such changes by contacting it at the address or our website provided below (or such other customer service addresses as may be provided to you in the future).

How can I contact Symetra?

You may contact your Symetra account manager or service representative directly. If you are unsure of that person's contact information, you can find it at www.symetra.com/go by clicking on "Policy Information" and then "Contact Us."

Or you may contact us at:

Symetra
PO Box 35020
Seattle, WA 98124-3420
Phone: 1-800-796-3872
1-800-426-7784 (For Stop Loss, Life, Disability and Absence Management Customers)
1-800-497-3699 (For Select Benefits Customers)
Website: Log in at www.symetra.com

Are there any hardware or software requirements to do business electronically with Symetra?

Yes. To access, sign, print, and retain the Communications sent or made available to you electronically by Symetra you must:

- Have a device that will connect to the internet, access to an e-mail account, and access to an internet browser. Access to Adobe products will not be required to electronically sign any forms sent by Symetra, but Adobe may be necessary to view, download, or print documents.
- Have the ability to view disclosures on your device – if you are unable to view due to a personal issue and need an accommodation, please contact Symetra.
- Have sufficient electronic storage capacity on your device or other data storage unit.

These minimum requirements are subject to change from time to time and it is your responsibility to comply with these requirements as they change. We will update you if there are any changes to the hardware or software requirements that could impact your receiving or reviewing any Communications.

What are my responsibilities with respect to certificates of insurance?

- You agree that as the plan sponsor, it is your responsibility to make the correct electronic certificate available to insureds. Symetra is not responsible if you make an incorrect electronic certificate available to insureds.
- You agree that as the plan sponsor, it is your responsibility to inform all insureds when their certificates are modified due to certificate amendments agreed upon by you and Symetra.
- You agree that as the plan sponsor, it is your responsibility to request paper certificates from Symetra and provide them to insureds who request them, as well as to keep any associated records of delivery as required by law, rule or regulation. Symetra will provide paper certificates and certificate amendments upon request.

Additional Terms

By agreeing to the terms of this Consent Agreement, you agree that Symetra may rely on electronic signatures in our relationship with you and you agree to waive all claims against Symetra based on any allegation that the electronic receipt or execution of any Communications described herein is invalid, unenforceable or insufficient. To the extent permitted by applicable law, you agree to indemnify, defend and hold Symetra, harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from: (i) a breach of any term or condition of this Consent Agreement by you or (ii) your (or any other person accessing your device or using your account or user credentials) use or misuse of the systems and processes used in connection with the receipt or execution via electronic means of Communications.

If you are providing this consent as the representative of a non-natural person (for example, if you are providing this consent on behalf of your employer), you declare and certify that upon the date of your electronic signature, you are duly authorized to execute this Consent Agreement, are properly doing so within the scope of such authority, and that this Consent Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. To the extent permitted by applicable law, you hereby indemnify and hold Symetra harmless for any improper authority you exercise on behalf of another person or entity.

By signing, electronically signing, or checking the "I ACCEPT" box and typing your name and e-mail address below, you affirm the following:

- I have CAREFULLY read and understand this Consent Agreement and accept it voluntarily and with full knowledge and agreement of its terms and conditions.
- I have read this Consent Agreement using computer hardware and software that meets the minimum hardware and software requirements described above. I am responsible for ensuring that my computer hardware, computer software, internet service providers and cellular service providers do not inhibit or interfere with the notices and communications described herein.
- There is no charge for electronic delivery, although I may incur charges associated with my use of the internet or receipt of text messages, telephone calls or facsimiles, and Symetra will not reimburse such charges.
- Electronic delivery will be cancelled if e-mails are returned undeliverable, at which time you will be defaulted to paper delivery of all correspondences. Fees may be incurred in the change to paper delivery, as permitted by law.
- I will print and save a copy of this Consent Agreement for myself or any other party that I represent or have authority to act on their behalf.

☒ I ACCEPT

Group/Plan Sponsor City of Starkville

Name Lynn Spruill

Title Mayor

Signature _____

Email Address l.spruill@cityofstarkville.org

Date _____

JOINT CLIENT AND SERVICES AGREEMENT

This Joint Client and Services Agreement (the "Agreement") is entered into as of January 1, 2025 ("Effective Date") by and between City of Starkville ("Sponsor"), MCGRUFF INSURANCE SERVICES LLC ("Service Provider"), and Symetra Life Insurance Company ("Symetra"). Individually, each of Sponsor, Service Provider and Symetra will be referred to as a "party" and collectively as the "Parties".

BACKGROUND

- Symetra provides insurance and/or claim administration services to Sponsor relative to one or more of Sponsor's employee benefit plans ("Plans") that provides benefits to individuals that may be eligible to be covered by the Plan ("Eligible Persons").
 - Service Provider has been retained by Sponsor to provide certain services to Sponsor (the "Services") that relate to the administration of one or more of Sponsor's Plans. In furtherance of these Services, Sponsor has requested that Symetra share certain information with the Service Provider.
 - The Parties desire to outline their obligations with respect to the Services and to the use, disclosure, safeguarding and transmission of nonpublic personal information of Eligible Persons.
-

AGREED TERMS

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. Relationship of the Parties.** The Parties agree that the Services performed by the Service Provider, which may include, but are not limited to, obtaining information from Symetra concerning the Plans and Eligible Persons or the collection and remission of insurance premiums that are owed to Symetra by the Sponsor or Eligible Persons, are performed by Service Provider on behalf of or as the agent of the Sponsor, and not on behalf of or as the agent of Symetra. Sponsor will not hold Symetra responsible for any act or omission of Service Provider in its performance of the Services. Service Provider further agrees that Symetra will not be held liable for the payment of any compensation to Service Provider for the Services.
- 2. Nonpublic Personal Information.**
 - 2.01** In conjunction with Service Provider's performance of the Services, Service Provider may receive from Symetra, or from its affiliates, officers, directors, employees or agents, certain personal, private, health or financial information about Eligible Persons and their beneficiaries (collectively "Nonpublic Personal Information" or "NPI"). Service Provider will use any NPI only to carry out its obligations to the Sponsor, and will not use the NPI for any other purpose. Notwithstanding anything to the contrary, Service Provider shall not be prohibited from disclosing NPI to regulatory authorities or as otherwise required by law.
 - 2.02** Service Provider will comply in all material respects with all applicable confidentiality and security obligations in connection with the collection, use, disclosure, maintenance and transmission of NPI. Service Provider agrees to take all necessary precautions to ensure that all NPI is disclosed only to those persons who need to know such information. Service Provider will for so long as NPI is retained, maintain adequate administrative, technical and physical safeguards: (1) to insure the integrity, security and confidentiality of NPI, (2) to protect against any anticipated threats or hazards to the integrity, security or confidentiality of NPI, and (3) to protect against unauthorized access to or use of NPI.
 - 2.03** Service Provider expressly agrees that a breach of the foregoing confidentiality obligations is highly likely to cause significant irreparable harm to Symetra and that Symetra will be entitled, in that case to seek temporary, preliminary and/or injunctive relief, or any other equitable remedy, to protect its interest in the NPI at issue.

AGREED TERMS *(continued)*

2. Nonpublic Personal Information. *(continued)*

2.04 Upon termination of this Agreement, Service Provider will return to Symetra or destroy all NPI received from Symetra, provided that Service Provider will be permitted to maintain a copy of the NPI in accordance with Service Provider's ordinary document retention policies or applicable law. Any retained NPI will remain subject to the restrictions set forth in this Section 2.

3. Service Provider's Portal Access. If Service Provider is to be granted access to Symetra's online portal (the "Portal"), Sponsor and Service Provider shall execute and abide by the terms set forth in Appendix A Authorization to Access Symetra Online Portal.

4. Indemnification and Limitation of Liability. Each of Sponsor and Service Provider agrees to hold Symetra and its affiliates, officers, directors, employees or agents (each, a "Symetra Indemnitee") harmless, and to indemnify the Symetra Indemnitees, on a joint and several basis, from and against any and all claims, losses, liabilities, damages, suits, deficiencies, costs, expenses, penalties and associated attorneys' fees and court costs asserted against or imposed upon a Symetra Indemnitee by a third party, by reasons of or arising out of or in connection with (a) any act or omission of Service Provider in the performance of Services except for acts or omissions taken at the direction of Symetra or (b) Service Provider's breach of this Agreement. The Parties obligations under this Section 4 will survive the termination of the Agreement.

5. Term and Termination. This Agreement will terminate upon the earlier of (a) the date that Symetra ceases to provide insurance and/or claim administration services to Sponsor or (b) the date Service Provider is no longer retained by Sponsor to perform the Services. If Symetra determines that Service Provider has breached or violated a material term of this Agreement, Symetra may terminate this Agreement immediately.

6. Additional Provisions.

6.01 Independent Contractors. The relationship among the Parties is that of independent contractors. Nothing in this Agreement will be construed to create a partnership or joint venture between the Parties.

6.02 Notices. All notices hereunder must be in writing and will become effective when received. Any written notice will be deemed to be provided to a party (a) when delivered personally, (b) when provided via facsimile (with confirmation of transmission) or electronic mail with receipt confirmed or (c) five (5) business days after such notice is mailed by certified mail, in each case, to the last business address provided by such party.

6.03 Assignment. No Party may assign or delegate this agreement without the prior written consent of all Parties.

6.04 Waivers. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

6.05 Choice of Law. This Agreement will be governed by and construed in accordance with, the laws of the State of Washington, exclusive of its choice-of-law rules.

6.06 Severability. If any court or governmental agency should determine that any of the provisions of this Agreement are illegal, invalid or unenforceable, or if a Party reasonable determines that a change in applicable law or regulation has that effect, the remaining provisions of this Agreement will remain in effect to the fullest extent possible.

6.07 Third Party Beneficiaries. This Agreement will not confer upon any rights, remedies, obligations or liabilities to any person or entity that is not a Party.

6.08 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original of the same document.

6.09 Entire Agreement. This Agreement, including any appendices, schedules or exhibits attached hereto, constitutes the full understanding of the Parties and a complete and exclusive statement of the terms of the Parties' agreement. This Agreement may be amended only by a written instrument signed by the Parties.

ACKNOWLEDGEMENT

IN WITNESS WHEREOF, authorized representative of the Parties have executed this Agreement as of the Effective Date.

Service Provider Name: MCGRUFF INSURANCE SERVICES LLC

Signature

Printed name

Mickey Watkins

Title

Sr. Vice President

Date

Sponsor Name: City of Starkville

Signature

Printed name

Lynn Spruill

Title

Mayor

Date

Symetra Life Insurance Company

Signature

Printed name

Lindsey Lajoie

Title

Assistant Vice President, Life & Disability Claims

Date

8/27/2024

HOW TO SUBMIT

Please sign and return to:
Symetra Life Insurance Company
Attn: Claims Department
P.O. Box 1230
Enfield, CT 06083
Fax: 1-877-797-3650

APPENDIX A – Authorization to Access to Symetra Online Portal

1. Effective as of the date set forth below, and subject to the terms of the Agreement governing the provision of Nonpublic Personal Information, Sponsor authorizes Symetra to grant access to the Portal to Service Provider on behalf of Sponsor at the level selected by the Sponsor below.
2. Service Provider shall require its personnel to keep any passwords or logon credentials secure, to refrain from sharing passwords or logon credentials with anyone other than the individual to whom they are issued, to immediately report lost or stolen passwords or log-on credentials, to access the Portal only from a secure location, and to comply with all other applicable terms of use with respect to the Portal. Service Provider shall notify Symetra immediately in the event its relationship with the Sponsor is terminated or if any of its personnel with access to the Portal is terminated from Service Provider.
3. Sponsor's authorization may be cancelled by the Sponsor at any time and revocation of Service Provider's access to the Portal will take effect promptly following Symetra's receipt of written notice of such cancellation from Sponsor. Sponsor agrees that Symetra will not be responsible for Sponsor's failure to provide such written notice of cancellation to Symetra.
4. So long as Symetra has provided access to the Portal to Service Provider, Service Provider will not look to Symetra to provide information available on the Portal via any other delivery method. Service Provider will give Symetra prompt written notice of (i) any suspected error omission or (ii) the Service Provider's inability to generate or obtain such information via the Portal.
5. This form replaces all previously executed Authorization to Access Symetra Online Portal forms.

Access Level: (select either or both of the following)

☒ **Administrator Level Access**

- View Billing Statements and calculate premiums.
- Make premium payments.
- Edit policyholder contact information.
- Access to Policy documents and request hard copy documents.
- List Bill Customers: Add or edit individual member, including salary updates, terminations, personal information, class changes, changes in employer/division, and coverage modifications.

☒ **Claims Level Access**

- View claims information, including claimant name, claim number, claim status, date received and coverage type.
- Initiate a new claim.
- Access to Policy documents.
- Obtain standard claim reports, access the claims report archive and generate custom claims reports.

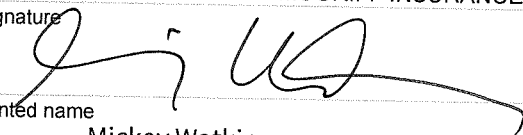
Access to Evidence of Insurability Reports:

☒ Yes ☐ No

APPENDIX A – Acknowledgement

Service Provider Name: MCGRIF INSURANCE SERVICES LLC

Signature


Printed name
Mickey Watkins

Title
Sr. Vice President

Date

Sponsor Name: City of Starkville

Signature

Printed name
Lynn Spruill

Title
Mayor

Date



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

AGENDA ITEM DEPT.: Administration
AGENDA DATE: October 1, 2024
PAGE: 1

SUBJECT: Consideration of a resolution to support the Oktibbeha County Board of Supervisors in their Decision to seek alternatives to the County owned hospital

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the resolution supporting the Oktibbeha County Board of Supervisors in their efforts to bring the highest quality healthcare to the City of Starkville, the county and the region.

**A RESOLUTION BY THE CITY OF STARKVILLE TO SUPPORT THE
OKTIBBEHA COUNTY BOARD OF SUPERVISORS IN THEIR DECISION TO
SEEK ALTERNATIVES TO THE COUNTY OWNED HOSPITAL**

This resolution is made for the purpose of supporting and encouraging the Oktibbeha County Board of Supervisors in their efforts to expand and improve the vital health care services that are offered to Oktibbeha County and the City of Starkville residents.

WHEREAS, the City of Starkville is located in and serves as the county seat of Oktibbeha County, Mississippi, containing approximately 50% of the county population; and

WHEREAS, the City of Starkville understands the critical role that a quality hospital and excellent healthcare play in present safety and the future economic development of any community; and

WHEREAS, the City of Starkville is a certified retirement community as well as the home of the largest university in the State of Mississippi; and

WHEREAS, the City of Starkville recognizes and understands the courage of the Board of Supervisors in making a decision of this magnitude for the future of the region; and

WHEREAS, the City of Starkville believes that in charting a new course for the healthcare for our growing region the Board of Supervisors has proven to be dedicated to the betterment of the entire community.

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

SECTION 1. The development of a Request for Proposals (RFP) for purchasers or partners for the Oktibbeha County Hospital is the best option for achieving excellence in the healthcare that this community deserves.

SECTION 2. The successful bidder or partner for the hospital should consider this as a long-term investment for a business that plans to become an integral part of the Starkville and Oktibbeha County community and its future success.

SECTION 3. The successful bidder should understand the importance of the needs of this growing community and that improvement and expansion of the services offered should be a priority.

SECTION 4. The successful bidder should understand that the needs include a capital investment plan that will achieve the above stated desires and expectations for improvement and expansion of services as a priority.

SECTION 5. The Board of Aldermen supports the Board of Supervisors in strategically investing the proceeds of any sale or partnership toward the long-term economic development and advancement of the region.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED THIS DAY OF OCTOBER 1, 2024.

VOTING:

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

D. LYNN SPRUILL
MAYOR, CITY OF STARKVILLE

ATTEST: _____
LESA HARDIN
CITY CLERK, CITY OF STARKVILLE



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

**AGENDA DATE: October 1, 2024
PAGE: 1 of 4**

SUBJECT: Request authorization to accept the lowest quote from William Wells in the amount of \$8,477.32 to replace the engine in the Street Department Truck 75 one ton dump truck.

AMOUNT & SOURCE OF FUNDING: 001.301.630.400 Repairs and Maint
(funding to be taken from 001.301.918.805 Machinery and Equip)

FISCAL NOTE: Quote 1: William Wells \$ 8,477.32 Quote 2: Parker CDJR \$11,568.99

HISTORY: It was determined late Friday, September 27, 2024 that Truck 75 (one ton Dodge dump truck) needs an engine replacement. This truck engine has over 10,000 hours on the engine and looks as if it has spun the cam and bearing and that is the issue on the engine. We would like to get the engine ordered as soon as possible so we can get it installed.

**REQUESTING
DEPARTMENT:** Street

**DIRECTOR'S
AUTHORIZATION:** Cody Burnett

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval to accept lowest quote from William Wells for in the amount of \$8,477.32 to replace the engine in the Street Department Truck 75 one ton dump truck.

Hello CITY OF STARKVILLE POLICE DEPARTMENT,

Thanks for being a customer of WILLIAM WELLS TIRE & AUTO, a detailed estimate of your 2009 Dodge Ram 3500 ST 5.7L 8Cyl GAS EZC Naturally Aspirated is below. Please review the estimate of work and *APPROVE* or *DECLINE* the jobs to be performed on your vehicle.

▼ WILLIAM WELLS TIRE & AUTO

12919 Mississippi 182 Starkville MS 39759
License No: --
Phone: (662) 324-1006
Email: WELLSAUTO@BELLSOUTH.NET
Website: --

▼ CITY OF STARKVILLE POLICE DEPARTMENT

101 LAMPKIN STREET STARKVILLE MS 39759
Phone: (662) 323-4134
Email: gcoleman@cityofstarkville.org

▼ 2009 Dodge Ram 3500 ST

2009 Dodge Ram 3500 ST 5.7L 8Cyl GAS EZC Naturally Aspirated
VIN: 3D6WG46T29G555985
License: --
Unit #: --
Color: --
Odometer In: -- / Out: --

>  RO #72788

>  Client Concerns

ESTIMATE OF WORK

INSPECTION RESULTS

Description	Amount
Total Labor	\$2,376.09
Total Parts	\$6,101.23
Total Fees	\$0.00
Subtotal	\$8,477.32
Grand Total	\$8,477.32

For any questions, please contact us at (662) 324-1006 or email WELLSAUTO@BELLSOUTH.NET



RO Ref Quote : 209933
Quoted Date: 09/26/2024
Printed By: Ferrell Baker
Advisor: Nathan Letteri

Customer: 9668
CITY OF STARKVILLE
101 Lampkin St
Starkville, MS 39759

VIN: 3D6WG46T29G555985
2009 Dodge Ram 3500
Phone: 662-323-1276
E-Mail: noemail@gmail.com

Quoted prices are subject to change. Parts quoted are subject to availability and may be substituted with equal or better parts.

Qty	Part #	Description	OHQ		Bin	List	Sale	Total
Unassigned Part(s)			Core	OHQ	Bin	List	Sale	Total
1	1BP00176AA	FILTER-ENGINE OIL	0.00	11	12	19.30	19.30	19.30
1	R8154343AA	ENGINE-LONG BLOCK	1000.00	0	SP-ORD	7040.00	7040.00	7040.00
16	SPLZFR5C11	SPARKPLUG-NONE	0.00	16	24 B	12.05	12.05	192.80
2	53022142AB	SEAL-PCV	0.00	0	24 D	25.10	25.10	50.20
1	53032448AC	SEAL-PCV	0.00	5	24 D	5.90	5.90	5.90
8	53022143AB	SEAL-INTAKE MANIFOLD	0.00	16	24 D	10.95	10.95	87.60
1	68060362AA	GSKT PKG-FRONT COVER	0.00	0	SP-ORD	20.35	20.35	20.35
1	53021585AD	SEAL-CRANKSHAFT OIL	0.00	1	24 D	35.15	35.15	35.15
1	53021568AE	GASKET-ENGINE OIL PAN	0.00	0	7	86.50	86.50	86.50
1	53020861	SEAL-OIL PICK UP TUBE	0.00	0	24 D	7.40	7.40	7.40
1	5045496AA	RIGHT GASKET-MANIFOLD	0.00	2	4	39.45	39.45	39.45
1	5045495AA	LEFT GASKET-MANIFOLD	0.00	1	4	39.45	39.45	39.45
1	68391488AA	GASKET-WATER PUMP	0.00	0	24 E	27.90	27.90	27.90
1	4593852AB	BELT-SERPENTINE	0.00	0	29	66.85	66.85	66.85
Unassigned Part(s) Total								7718.85

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the said sale of said products.

- ALL RETURNS MUST BE MADE WITHIN 10 DAYS AND SUBJECT TO A 20% HANDLING CHARGE.
- NO REFUNDS ON ELECTRICAL PARTS OR SPECIAL-ORDER PARTS.
- ALL RETURNED PARTS MUST BE IN ORIGINAL SALEABLE PACKAGING.

Total Parts: 8,718.85
Total Sublets: 0.00
Total Charges: 0.00

Quote Total: 8,718.85
Quote does not include applicable taxes and fees

Signature: _____



PARKER MCGILL CHRYSLER DODGE JEEP RAM

Repair Order Number: 209933 Advisor: Nate Tag #: Tele #: Customer Name: CITY OF STARKVILLE Mileage: 99,744 VIN: 9G555985

Related Repairs	Hrs	Grid Price	Labor	Qty	Price	Parts	Avail?	Shop Sup.	Tax	Total
ENGINE REPLACEMENT QUOTE			\$2,820.26			\$8,718.85				\$11,539.11
Related Repairs Total			\$2,820.26			\$8,718.85		\$29.88		\$11,568.99

Immediate Repairs	Hrs	Labor Rate	Labor	Qty	Price	Parts	Avail?	Other	Tax	Total
Immediate Repairs Total										
Related and Immediate Total			\$2,820.26			\$8,718.85		\$29.88		\$11,568.99

Maintenance Needs	Hrs	Labor Rate	Labor	Qty	Price	Parts	Avail?	Other	Tax	Total
Maintenance Needs Total										

	Hrs	Labor Rate	Labor	Qty	Price	Parts	Avail?	Other	Tax	Total
TOTAL INVESTMENT			\$2,820.26			\$8,718.85		\$29.88		\$11,568.99

Approved By: _____

Date/Time: _____

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

AGENDA DATE: October 1, 2024
PAGE: Page 1 of 3

SUBJECT:

Consideration of approving the Code of Standards Conduct Resolution and the MBE/WBE Business Participation Resolution for the ARC-MS-21497, City of Starkville's Waste Water Treatment Plant Rehabilitation Project.

AMOUNT & SOURCE OF FUNDING:

<u>Funding:</u>	<u>Amount</u>	<u>Percent</u>	<u>Source</u>
	\$720,000	80%	<u>ARC Area Development</u>
Other	<u>\$180,000</u>	<u>20%</u>	<u>Starkville Utilities</u>
Total	\$900,000	100%	

SUMMARY:

The City of Starkville has received funding approval under the Appalachian Regional Commission Area Development Grant Program, Grant Number ARC-MS-21497, in the sum of \$720,000.00 for the purpose of the rehabilitation of the City of Starkville's Waste Water Treatment Plant, located on 305 Sand Road, Starkville MS, within the city limits.

The Code of Standards Conduct Resolution and the MBE/WBE Business Participation Resolution are resolutions that need to be signed for the ARC grant.

REQUESTING DEPARTMENT:

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

Mandee Lewis mlewis@gtpdd.com,

SUGGESTED MOTION:

Move to approve the Code of Standards Conduct Resolution and the MBE/WBE Business Participation Resolution for ARC-MS-21497 City of Starkville-Waste Water Treatment Plant Rehabilitation Project.

CITY OF STARKVILLE, MISSISSIPPI
RESOLUTION
ESTABLISHING GOALS FOR MINORITY AND WOMEN-OWNED
BUSINESS PARTICIPATION

WHEREAS, the City of Starkville, Mississippi has received an Appalachian Regional Commission (ARC) from the Mississippi Development Authority, Community Services Division; and

WHEREAS, a requirement of the ARC program is that the City establish goals for the participation of Minority-Owned and Operated Business Enterprises (MBEs) and Woman Owned and Operated Business Enterprises (WBEs) in the implementation of its ARC project; and

NOW THEREFORE BE IT RESOLVED that the City of Starkville (Board of Aldermen) adopts the goal of **10%** participation by MBEs and **5%** participation by WBEs in the implementation of its ARC project.

ADOPTED this the 1st day of October, 2024.

City of Starkville, MS

Mayor

ATTEST:

City Clerk

RESOLUTION

City of Starkville, Mississippi

CODE OF STANDARDS OF CONDUCT

On this, the 1st day of October, 2024, the City of Starkville recipient of federal funds does hereby resolve to comply with regulations set forth in 2 CFR 200.318(c)(1) and Section 25-4-105 of the Mississippi Code of 1972, as amended. Such Code of Standards of Conduct provides that:

No employee, officer, or agent of the recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to recipient's agreements. In resolving to comply with the above stated requirements, we hereby agree to the State of Mississippi's enforcement of the provisions of disciplinary actions prescribed in Section 25-4-109 and 25-4-111 of the Mississippi Code of 1972, as amended, should any of these standards be violated by the recipient's officers, employees, or agents, or by contractors or subcontractors or their agents.

Be it further resolved that the City of Starkville, Mississippi, shall comply with the applicable requirements set forth in OMB 2 CFR Part 200 and all relevant CSD Policy and Procedures.

The above Resolution was officially adopted and duly recorded in the minutes of the before mentioned recipient.

City Clerk

Mayor



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: October 1, 2024
PAGE: Page 1 of 2

SUBJECT: Consideration of approval of Change Order #1 for an increase of \$6,981.35 to the Spring Street & MS Highway 12 Pedestrian Improvements Project construction contract with Burns Dirt Construction Inc. for a new contract amount of \$481,755.83.

AMOUNT & SOURCE OF FUNDING: This project is being funded through a Transportation Alternatives Project (TAP) grant, Project number (STP-0420-00(26) LPA/109194-701000), in the amount of \$400,000 and a local 20% match that is to be shared between MSU, Oktibbeha County and the City.

SUMMARY:

This change order is for an additional pedestrian signal pole and related wiring to bring the intersection into ADA compliance. Attached is the cost breakdown.

REQUESTING DEPARTMENT: Engineering & Street
DIRECTOR'S AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org
Chris Williams @ 662-323-2525 ext 3122 or c.williams@cityofstarkville.org
Stephen Kachelman @ 662-323-2525 ext 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION: Move for approval of Change Order #1 for an increase of \$6,917.35 to the Spring Street & MS Highway 12 Pedestrian Improvements Project construction contract with Burns Dirt Construction Inc. for a new contract amount of \$481,755.83.



1076 Highland Colony Parkway
Suite 325
Ridgeland, MS 39157

www.GarverUSA.com

Construction Contract Change Order

Project: City of Starkville Spring Street Pedestrian Improvements Garver Job No. 21T32111				Change Order No. 1				
Owner: City of Starkville 110 W. Main Street Starkville, MS 39759				Date Prepared: September 23, 2024 Prepared by: Shannon Wells				
Description of Work Included in Contract Construction of approximately 155 linear feet of a 10' multi-use path along the west side of Spring Street and other ADA improvements at the intersection of MS Highway 12 and Spring Street. Additional improvements include construction/modification of drainage structures, pedestrian traffic signals, grading and striping.				Contractor: Burns Dirt Construction, Inc. P.O. Box 2982 Columbus, MS 39704				
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.) A. To provide better connectivity to a sidewalk to be constructed as part of a future Spring Street project (north of Hwy. 12), it is necessary to relocate the proposed location of the ramp in the northwest quadrant of the intersection, as well as install two (2) proposed pedestrian signals on the existing traffic signal pole, and install two (2) pedestrian push button poles. A pay item will be added for the materials and labor required for the installation of the two (2) pedestrian push button poles. B. To improve communication to the pedestrian signals, a separate 2 conductor cable is needed to be installed in parallel with the 5 conductor cables that have been designed to communicate with the traffic signals. A pay item will be added for the materials and labor required for the installation of the 2 conductor cable. Attachments:								
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Quantity	Revised Quantity	Quantity Adjustment (Revised - Original)	Contract Unit Price	Contract Amount
A.	907-634-A548	Traffic Signal Equipment Pole, Type VII, 5'6" Shaft	EA	N/A	2	2	\$1,531.86	\$3,063.72
B.	907-640-B001	Shielded Cable, AWG #14, 2 Conductor	LF	N/A	1,129	1,129	\$3.47	\$3,917.63
Net Cost for this Change Order								\$6,981.35
Estimated Project Cost				Time Change				
Estimated Project Cost				Original Contract Start Date				
Original Contract Amount				Original Contract Time (working days)				
This Change Order				Additional Calendar Days granted by this Change Order				
New Contract Amount				New Contract Time (calendar days)				
				Suspended Time				
				New Construction Completion Date				
				August 23, 2024				
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS								
ISSUED FOR REASONS INDICATED ABOVE				Project Engineer 09/23/24				
Engineer: Garver				Title Date				
Engineer's Signature				Date				
ACCEPTED BY CONTRACTOR				Vice President 9/24/24				
Contractor's Signature				Title Date				
APPROVED BY OWNER								
Owner's Signature				Title Date				



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 10-01-2024
PAGE: 1

SUBJECT: Consideration of accepting the Safe Streets and Roads for All (SS4A) Implementation Grant in the amount of \$8,128,000 and authorization to advertise for related professional services.

AMOUNT & SOURCE OF FUNDING

\$8,128,000	(80%)	Federal Highway Administration SS4A Grant Funding
\$2,032,000	(20%)	Local Match, Capital Fund

FISCAL NOTE:

Grant Match: FY25 \$150,000, FY26 \$941,000, FY27 \$941,000

AUTHORIZATION HISTORY:

- 09-06-2022: Authorization to apply for SS4A Action Plan Grant.
- 02-07-2023: Accept SS4A Action Plan Grant in the amount of \$192,000.
- 08-15-2023: Approval of Neel-Schaffer as preferred consultant for creation of Action Plan.
- 09-25-2023: Approval of Neel-Schaffer contract for creation of Action Plan.
- 04-16-2024: Adoption of City of Starkville Safety Action Plan
- 04-16-2024: Permission to apply for SS4A Implementation Grant w/local match of 20%

REQUESTING

DEPARTMENT: Engineering & Street

DIRECTOR'S

AUTHORIZATION: Cody A. Burnett

FOR MORE INFORMATION CONTACT: Cody A. Burnett

The Bipartisan Infrastructure Law established the Safe Streets and Roads for All (SS4A) discretionary program to fund initiatives through the grant to prevent roadway deaths and serious injuries. The program will appropriate \$5 billion in funds over the next 5 years. Eligible activities for the SS4A program include:

- Develop a comprehensive Safety Action Plan through an Action Plan Grant.
- Carry out projects and strategies identified in an Action Plan through an Implementation Grant.

The City received funding for the implementation grant that was applied for in April 2024. This project includes installing a multi-lane, full-sized roundabout at the intersection of Highway 12, Garrard Road, and Pat Station Road, constructing a multi-use path to provide needed multi-modal connectivity, and various supplemental planning along the Highway 12 corridor in order to provide future consideration for other areas of concern along the corridor.

SUGGESTED MOTION: Move to accept the Safe Streets and Roads for All (SS4A) Implementation Grant in the amount of \$8,128,000 and authorization to advertise for related professional services.



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 10/01/2024
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 September 17, 2024 is \$3,067,474.83

Of which the claims amount for Starkville Utilities is \$324,331.82

Total Claims for **FY 25** Claims Docket Ending September 17, 2024 is \$91,098.11

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 September 25, 2024 for fiscal years ending 09/30/24 and as of October 1, 2024 for fiscal year ending 9/30/25, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

FY 24 CLAIMS DOCKET

By Fund

Post Dates 9/19/2024 - 9/25/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-000-054-205	1,028.59
EAST MS WHOLESALE FOODS	909192	09/10/2024	FOOD,CHARCOAL,PLATE & PANS	001-000-160-698	248.42
WALMART- CAPITAL ONE	154297	09/12/2024	CUTLERY,FOIL,NAPKINS,CHIPS, CHARCOAL	001-000-160-698	76.47
EAST MS WHOLESALE FOODS	909196	09/13/2024	BAKE BEANS	001-000-160-698	12.29
SOUTHERN CONNECTION	32072	09/18/2024	3 HOLOSUN REFLEX SIGHT RED DOT & SHIPPING	001-000-334-126	991.13
POLICE SUPPLIES, LLC					
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	AUG2024	09/20/2024	AUGUST 2024 TAXES COLLECTED	001-000-200-084	64.87
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	TAXSALE24	09/20/2024	TAX SALE 2024 TAXES COLLECTED	001-000-200-084	99.90
FLOWERS BY THE BUNCH	XVZXTMZBS02H0	09/24/2024	FUNERAL FLOWERS	001-000-160-698	161.00
Outstanding Total:					2,682.67
Paid					
STARKVILLE UTILITIES	INV0037651	09/19/2024	PROJECT PEACE REIMBURSEMENT FEB 23-MARCH 21, 2024	001-000-054-205	2,580.90
STARKVILLE UTILITIES	INV0037652	09/19/2024	PROJECT PEACE REIMBURSEMENT MARCH 22-MAY 16 2024	001-000-054-205	4,617.48
STARKVILLE UTILITIES	INV0037653	09/19/2024	RESTITUTION FROM TERRY PURSELLEY	001-000-149-691	150.00
DOROTHY ROBINSON FOSTER	INV0037659	09/19/2024	RESTITUTION FROM DENISE PETERSON	001-000-330-182	50.00
CORY SHIERS	INV0037660	09/19/2024	RESTITUTION FROM DANIEL O PRESTON	001-000-330-182	200.00
Paid Total:					7,598.38
Department 000 - UNDESIGNATED Total:					10,281.05
Department: 005 - DUE FROM SFM					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-005-054-208	1,282.99
CANON FINANCIAL SVCS, INC	35174615	09/12/2024	COPIES/. CONTRACT	001-005-054-208	387.54
CSP SPORTS FACILITIES COMPANIES, LLC	INV0037663	09/20/2024	BULLDOG CLUB INC,CORNERSTONE SPONSORSHIP	001-005-054-208	7,500.00
CSP SPORTS FACILITIES COMPANIES, LLC	INV0037677	09/24/2024	CORNERSTONE SPONSORSHIP- MSU	001-005-054-208	7,500.00
Outstanding Total:					16,670.53
Department 005 - DUE FROM SFM Total:					16,670.53
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-100-604-330	77.34
VERIZON WIRELESS	9972915190	09/02/2024	MONTHLY USAGE	001-100-604-330	80.02
Outstanding Total:					157.36
Department 100 - BOARD OF ALDERMEN Total:					157.36
Department: 110 - MUNICIPAL COURT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-110-604-330	77.34
CANON SOLUTIONS AMERICA*	6009193914	09/01/2024	MAINTENANCE	001-110-604-330	26.77
VERIZON WIRELESS	9972915190	09/02/2024	MONTHLY USAGE	001-110-604-330	40.01

FY 24 CLAIMS DOCKET

Post Dates: 9/19/2024 - 9/25/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SRVCS, INC.	1RHW-FGJW-1J7X	09/11/2024	1 REFILL SANTIZER HAND DISPENSER PACK	001-110-501-200	44.88
WATERMARK PRINTERS LLC	16853	09/12/2024	3 PART NOTICE OF SETTINGS FORM & 6 FORFEIT RECEIPT	001-110-501-200	2,035.00
CANON FINANCIAL SVCS, INC	35175062	09/12/2024	COPIES/.CONTRACT	001-110-604-330	128.12
CANON FINANCIAL SVCS, INC	35175150	09/12/2024	COPIES/.CONTRACT	001-110-604-330	110.70
CADENCE /ELAN VISA	YCLWX	09/20/2024	ROOM @ GOLDEN NUGGET-COURT CLERK CONF-BILOXI	001-110-690-553	106.98

Outstanding Total: 2,569.80

Department 110 - MUNICIPAL COURT Total: 2,569.80

Department: 120 - MAYORS OFFICE

Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-120-604-330	77.33
ACCESS CONTROL GROUP INC	10015	09/09/2024	PARK MOBILE FEES	001-120-565-272	500.00
CANON FINANCIAL SVCS, INC	35175152	09/12/2024	CONTRACT/METER USAGE	001-120-604-330	100.54

Outstanding Total: 677.87

Department 120 - MAYORS OFFICE Total: 677.87

Department: 123 - IT

Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-123-604-330	77.34
VERIZON WIRELESS	9972915190	09/02/2024	MONTHLY USAGE	001-123-604-330	560.16
GOVERNMENT LEASING, LLC	GLC23851-56/60	09/05/2024	5 SURVEILLANCE CAMERAS	001-123-918-806	667.00
TYLER TECHNOLOGIES	130-150077	09/10/2024	NMSCOMPSUB 9/15/24-9/14/25	001-123-600-300	7,440.00
CANON FINANCIAL SVCS, INC	35174614	09/12/2024	COPIES/.CONTRACT	001-123-604-330	123.30
SECURITY SOLUTIONS	33938	09/13/2024	RAPID DEPLOYMENT CAMERAS	001-123-918-805	11,035.50
MAXXSOUTH BROADBAND	INV0037667	09/16/2024	CAMERA 100 UNIVERSITY DR	001-123-625-380	40.00
REGIONS VISA - RECURRING	A6CC7E6B-0002	09/23/2024	ANNUAL SOFTWARE RENEWAL	001-123-600-300	1,216.90
REGIONS VISA - RECURRING	INV0037681	09/24/2024	GIGTEL RECURRING CHARGE	001-123-600-300	164.92
GARNER COMMUNICATION SERVICES LLC	1046596	09/25/2024	PROFESSIONAL SERVICE AGREEMENT RETAINER	001-123-600-300	12,000.00

Outstanding Total: 33,325.12

Department 123 - IT Total: 33,325.12

Department: 142 - CITY CLERKS OFFICE

Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-142-604-330	77.33
VERIZON WIRELESS	9972915190	09/02/2024	MONTHLY USAGE	001-142-604-330	40.01
CANON FINANCIAL SVCS, INC	35174613	09/12/2024	COPIES/.CONTRACT	001-142-604-330	501.77
CANON FINANCIAL SVCS, INC	35175150	09/12/2024	COPIES/.CONTRACT	001-142-604-330	110.70
CADENCE /ELAN VISA	73181	09/13/2024	TOWNEPLACE INN/OXFORD/CCO TRAINING/PERKINS	001-142-610-350	357.00
CINDY PERKINS	INV0037682	09/13/2024	REIMBURSE MEALS CCO TRAINING OXFORD	001-142-610-350	25.90
VERIZON-RETAIL	MB3000521797989	09/16/2024	IPAD PRO 11 INCH/L HARDIN	001-142-918-805	999.99
REYNOLDS/RENASANT INSURANCE AGENCY	1393968	09/18/2024	INCREASE LIMIT OF BOND	001-142-620-371	66.58
REYNOLDS/RENASANT INSURANCE AGENCY	1394388	09/18/2024	RENEW BOND/PEARSON	001-142-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1394389	09/18/2024	RENEW BOND/MILES	001-142-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1394390	09/18/2024	RENEW POLICY/LOMAX	001-142-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1394392	09/18/2024	RENEW BOND/MADEEN	001-142-620-371	175.00
CENTER FOR GOV'T & COMM. DEVELOPMENT*	INV0037665	09/20/2024	FALL MUNICIPAL CLERK CONFERENCE J MCLAURIN	001-142-610-350	200.00

Outstanding Total: 3,079.28

Department 142 - CITY CLERKS OFFICE Total: 3,079.28

FY 24 CLAIMS DOCKET

Post Dates: 9/19/2024 - 9/25/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 169 - LEGAL					
Outstanding					
STEPHANIE MALLETT, ATTORNEY AT LAW	INV0037670	09/12/2024	COURT TIME/FILE OPENING	001-169-600-309	200.00
STARKVILLE DAILY NEWS	300251305	09/14/2024	VA 24-04 200 PILCHER STREET	001-169-615-342	32.16
STARKVILLE DAILY NEWS	300251317	09/17/2024	SE 24-07 102 PRICE STREET	001-169-615-342	26.40
STARKVILLE DAILY NEWS	300251334	09/19/2024	BUDGET FULL PAGE	001-169-615-342	1,641.00
PETTY CASH VOUCHERS	INV0037661	09/19/2024	FILE LIEN	001-169-615-342	26.00
PETTY CASH VOUCHERS	INV0037674	09/24/2024	FILING LIENS-2	001-169-615-342	53.00
Outstanding Total:					1,978.56
Department 169 - LEGAL Total:					1,978.56
Department: 180 - HUMAN RESOURCES					
Outstanding					
CLINIC AT ELM LAKE, THE	40963	08/28/2024	DRUG SCREEN 8393408	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	40995	08/30/2024	DRUG SCREEN	001-180-600-320	35.00
VERIZON WIRELESS	9972915190	09/02/2024	MONTHLY USAGE	001-180-604-330	41.43
CLINIC AT ELM LAKE, THE	41005	09/03/2024	DRUG SCREEN/ACLCOHOL TET	001-180-600-320	65.00
FEDEX	8-611-06026	09/04/2024	PAYROLL	001-180-691-505	40.53
CANON FINANCIAL SVCS, INC	35174614	09/12/2024	COPIES/. CONTRACT	001-180-604-330	123.30
Outstanding Total:					340.26
Department 180 - HUMAN RESOURCES Total:					340.26
Department: 190 - CITY PLANNER					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-190-604-330	77.33
VERIZON WIRELESS	9972915190	09/02/2024	MONTHLY USAGE	001-190-604-330	180.13
CANON FINANCIAL SVCS, INC	35175152	09/12/2024	CONTRACT/METER USAGE	001-190-604-330	100.53
CANON FINANCIAL SVCS, INC	35175152	09/12/2024	CONTRACT/METER USAGE	001-190-604-330	100.53
GOLDEN TRIANGLE PLANNING & DEV. INC	15331	09/13/2024	E911 ADDRESSING UPDATES	001-190-604-330	195.00
CADENCE /ELAN VISA	419194	09/19/2024	NOTARY RENEWAL-LYLE	001-190-604-330	113.00
Outstanding Total:					766.52
Department 190 - CITY PLANNER Total:					766.52
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
CINTAS	4204974076	09/12/2024	SUPPLIES	001-192-510-220	93.46
FUELMAN / FLEETCOR	NP67116542	09/16/2024	FUEL CHARGES 9/9-9/15/24	001-192-510-204	25.37
AMAZON CAPITAL SRVCS, INC.	1YNG-3PCC-HTYD	09/18/2024	TRASH BAGS 4 GAL & 15 GAL	001-192-510-220	56.97
CINTAS	4205667705	09/19/2024	SUPPLIES	001-192-510-220	52.09
LOWE'S	300901264240964430	09/20/2024	ICE MAKER & PARTS CITY HALL	001-192-630-403	1,163.03
Outstanding Total:					1,390.92
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					1,390.92
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTON YOUNG CORP.	175	09/11/2024	ODD FELLOW, BRUSH ARBOR LAWN AUG LAWN SERVICE	001-196-630-425	800.00
HAMPTON YOUNG CORP.	175	09/11/2024	ODD FELLOW, BRUSH ARBOR LAWN AUG LAWN SERVICE	001-196-631-402	1,750.00
HAMPTON YOUNG CORP.	175	09/11/2024	ODD FELLOW, BRUSH ARBOR LAWN AUG LAWN SERVICE	001-196-637-637	650.00
Outstanding Total:					3,200.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,200.00
Department: 197 - ENGINEERING					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-197-604-330	77.34
STARKVILLE DAILY NEWS	3002541278	09/10/2024	RFQ AS NEEDED ENGINEERING	001-197-600-308	137.12
CSPIRE BUSINESS SOLUTIONS	C023822423	09/11/2024	IPAD AIR 11	001-197-918-806	549.00
CSPIRE BUSINESS SOLUTIONS	C023822424	09/11/2024	IPAD AIR 13 128 GB	001-197-918-806	749.00

FY 24 CLAIMS DOCKET

Post Dates: 9/19/2024 - 9/25/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SRVCS, INC.	16KK-VD1R-3W7D	09/12/2024	SCREEN PROTECTOR,IPAD CASE,IPAD PENCIL PRO	001-197-918-806	257.97
POLLAN & ASSOC. PA	24401	09/12/2024	10 CORNERSTONE SAFETY VEST W/LOGO	001-197-535-233	200.70
AMAZON CAPITAL SRVCS, INC.	1LLJ-XQMX-9W1W	09/13/2024	GPS POLE,IPAD CASE,SCREEN PROTECTOR,MOUNTS,ARM	001-197-918-806	418.33
CADENCE /ELAN VISA	6595	09/13/2024	EMLID REACH RS3 GPS UNIT	001-197-918-806	2,799.00
AMAZON CAPITAL SRVCS, INC.	1XF7-64GW-JXMC	09/18/2024	1" RAM BALL MOUNT	001-197-501-200	15.48
MARK E. SHAW	79	09/19/2024	INSPECTION SERVICES 09/13-09/19/24	001-197-600-308	775.00
CSPIRE BUSINESS SOLUTIONS	C023977848	09/19/2024	IPAD PRO 13 256GB SILVER	001-197-501-200	1,299.00
Outstanding Total:					7,277.94
Department 197 - ENGINEERING Total:					7,277.94

Department: 201 - POLICE DEPARTMENT

Outstanding

BENNY OGLESBY CONTRUCTION LLC	3863	07/02/2024	REPAIR BATHROOM DOORS	001-201-630-426	350.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037672	08/01/2024	MONTHLY USAGE	001-201-625-380	435.69
SIRCHIE COMMAND EVERY SCENE	0657598	08/06/2024	INTEGRITY BAGS,EVIDENCE BAGS,EVIDENCE TAPE	001-201-556-251	232.30
CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-201-604-330	347.33
CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-201-604-330	77.33
VERIZON WIRELESS	9972915190	09/02/2024	MONTHLY USAGE	001-201-604-330	1,707.25
VERIZON WIRELESS	9972915190	09/02/2024	MONTHLY USAGE	001-201-690-450	529.18
GULF STATES DISTRIBUTORS, INC.	1474292	09/06/2024	PISTOL SIGHT & LIGHT	001-201-556-251	458.00
ABILITY WORKS OF STARKVILLE	292992	09/06/2024	STAKES FOR OPERATIVE TENTS (30)	001-201-556-251	27.00
ARMY NAVY PAWN SHOP	090924A	09/09/2024	HANDCUFFS,MAG HOLDER,HOLSTER,SANDBAGS	001-201-535-233	617.00
OKTIBBEHA COUNTY COOPERATIVE	1039600	09/09/2024	SWAT BOOTS	001-201-535-233	115.99
VORTEX OPTICS	2004476	09/09/2024	2 RADIAN CARBON TRIPOD KIT 1 LASER RANGEFINDER	001-201-556-251	1,919.97
VORTEX OPTICS	2004477	09/09/2024	1 HIGH COUNTRY II TRIPOD KIT	001-201-556-251	179.99
SIRCHIE COMMAND EVERY SCENE	0663012	09/10/2024	2 INTEGRITY BAGS	001-201-556-251	57.00
WALMART- CAPITAL ONE	090292	09/10/2024	STEP LADDER ID/CSI	001-201-556-251	22.97
OKTIBBEHA COUNTY COOPERATIVE	1040019	09/10/2024	SWAT BOOT	001-201-535-233	115.99
AMAZON CAPITAL SRVCS, INC.	1DNL-C11Y-6K1P	09/10/2024	SIGN HERE TABS,PENS,COIN ENVELOPES,LEGAL PADS ETC	001-201-501-200	123.47
BRISLIN, INC	241423	09/10/2024	CONTRACT MAINTENANCE	001-201-630-426	2,570.00
SULLIVAN'S OFFICE SUPPLY, INC.	90935	09/10/2024	NOTEBOOK,CLIPBOARD & MOUSE	001-201-501-200	16.42
MAIN STREET FABRICS	021060	09/11/2024	4 PAIR OF PANTS & 1 SHIRT W/2 PATCHES	001-201-535-233	58.00
ARMY NAVY PAWN SHOP	091124A	09/11/2024	20 EARPIECE	001-201-556-251	500.00
HARLEY-DAVIDSON OF CENTRAL MS	2	09/11/2024	QUARTLY LEASE PAYMENT JULY 22-OCT 21 2024	001-201-635-367	3,150.00
VORTEX OPTICS	2007070	09/11/2024	2 DIAMONDBACK HD 15X56	001-201-556-251	599.98
TRI-STARR MUFFLER & BRAKES	315722	09/11/2024	VIN#5178 CRANK SENSOR,COIL PLUGS,SCAN & LABOR	001-201-630-360	431.19
SOUTHERN CONNECTION POLICE SUPPLIES, LLC	31947	09/11/2024	SHOT GUN	001-201-556-251	929.99
GTPDD PHARMACY	44615	09/11/2024	MEDICINE FOR CITY PRISONER	001-201-541-240	25.00
DANNY MCCLUSKEY TOWING	4780	09/11/2024	TOW VEHICLE/THEFT RECOVERY	001-201-600-300	100.00
HOWARD INDUSTRIES	5140962024	09/11/2024	12 PORTABLE PRINTERS	001-201-556-251	768.00
MARK BALLARD	6313	09/11/2024	CLOTHING REIMBURSEMENT	001-201-535-233	299.45

FY 24 CLAIMS DOCKET

Post Dates: 9/19/2024 - 9/25/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
REGIONS-POLICE VISA PAYMENT	WR24032462	09/11/2024	UNIFORMS	001-201-535-233	1,169.38
ACCREDITED SECURITY	24091201	09/12/2024	2 TASERS,2 HOLSTERS, 4 MOLLE ATTACHMENT	001-201-556-251	1,872.78
CANON FINANCIAL SVCS, INC	35174617	09/12/2024	COPIES/.CONTRACT	001-201-635-369	554.71
CANON FINANCIAL SVCS, INC	35174619	09/12/2024	CONTRACT/METER USAGE	001-201-615-343	107.41
CANON FINANCIAL SVCS, INC	35175151	09/12/2024	COPIES/.CONTRACT	001-201-635-369	278.64
CANON FINANCIAL SVCS, INC	35175210	09/12/2024	COPIES/.CONTRACT	001-201-635-369	59.06
REGIONS-POLICE VISA PAYMENT	970929	09/12/2024	INSTANT CARD	001-201-615-343	250.00
MAIN STREET FABRICS	021061	09/13/2024	UNIFORM ALTERATIONS	001-201-535-233	48.00
SIRCHIE COMMAND EVERY SCENE	0663888	09/13/2024	4 GUN EVIDENCE BOXES	001-201-556-251	171.80
OKTIBBEHA COUNTY COOPERATIVE	1041104	09/13/2024	FLEA & TICK FOGGER	001-201-501-200	15.99
AMAZON CAPITAL SRVCS, INC.	1HHD-VLHH-FDJ4	09/13/2024	3 UNDER ARMOUR UNISEX MERCENARY	001-201-535-233	99.99
TRI-STARR MUFFLER & BRAKES	315736	09/13/2024	VIN#4083 AIR FILTER,COMP SCAN,GAS FILLER NECK	001-201-630-360	581.12
GTPDD PHARMACY	44638	09/13/2024	PRISONER MEDICINE	001-201-541-240	42.63
MPS MISSISSIPPI POLICE SUPPLY	6796	09/13/2024	5 NAME PLATES	001-201-535-233	99.75
MAGNOLIA BOTTLED WATER	76107	09/13/2024	(10) 5 GAL WATER	001-201-600-300	100.00
REGIONS-POLICE VISA PAYMENT	INV0037680	09/13/2024	GLOCK INC	001-201-556-251	170.00
STARKVILLE FAMILY PRACTICE	STA21438A5	09/13/2024	PRISONER MEDICAL EXPENSES	001-201-541-240	100.00
AMAZON CAPITAL SRVCS, INC.	1WJR-WY6R-HTFH	09/14/2024	RESCUE QUIKLITTER,NYLON HANDLES,PATIENT TRANSFERS	001-201-556-251	88.44
BJ'S FAMILY PHARMACY	544766	09/14/2024	MEDICINE FOR CITY PRISONER	001-201-541-240	5.09
AT&T-NCIC MONITOR LINE	INV0037673	09/14/2024	NCIC MONITORING LINE	001-201-604-330	43.46
ARMY NAVY PAWN SHOP	091624A	09/16/2024	3 DUTY HOLSTERS	001-201-535-233	480.00
SCOTTY CARRITHERS	1041563	09/16/2024	REIMBURSE FOR LATIGO BELT	001-201-535-233	55.64
VORTEX OPTICS	2011382	09/16/2024	2 DIAMONDBACK HD 12X50	001-201-556-251	443.98
TRI-STARR MUFFLER & BRAKES	315741	09/16/2024	VIN#9449 RIGHT TURN SIGNAL BULB & LABOR	001-201-630-360	48.23
LONDON BRIDGE TRADING COMPANY	324469	09/16/2024	3 LBX-0211 RANGER GREEN MAP DUFFEL BAG	001-201-545-238	427.83
DANNY MCCLUSKEY TOWING	4794	09/16/2024	TOW VEHICLE TO TRI-STARR	001-201-600-300	115.00
IVY AUTO PARTS, LLC.	739537	09/16/2024	VIN#7162 BATTERY	001-201-630-360	156.38
IVY AUTO PARTS, LLC.	7739527	09/16/2024	FORD F250 BATTREY	001-201-630-360	156.38
TRIAD MARTIAL ARTS, INC.	EW-092024PEARL-01	09/16/2024	2 SSGT EDGED WEAPON SURVIVAL INSTRUCTOR COURSE	001-201-690-552	1,300.00
FUELMAN / FLEETCOR	NP67116542	09/16/2024	FUEL CHARGES 9/9-9/15/24	001-201-525-231	3,393.48
TRI-STARR MUFFLER & BRAKES	315745	09/17/2024	VIN#2616 FUSE & LABOR	001-201-630-360	70.00
SULLIVAN'S OFFICE SUPPLY, INC.	91078	09/17/2024	1 REAM 11X17 COPY PAPER	001-201-501-200	19.83
ROWAN RIVERS JANITORIAL SERVICE	540	09/18/2024	PAPER,PAPER TOWELS,LYSOL,GLASS CLEANER,TISSUE	001-201-555-208	408.55
ZERO9 SOLUTIONS LTD	5922-B2B	09/18/2024	6 PORTABLE RADIO CASES	001-201-556-251	332.65
WALMART- CAPITAL ONE	884361	09/18/2024	EXTENSION CORD & ZIPTIES	001-201-501-200	16.92
WATERMARK PRINTERS LLC	16865	09/19/2024	BUSINESS CARDS CPL EGUIRES	001-201-615-343	40.00
AMAZON CAPITAL SRVCS, INC.	1YNG-3PCC-QHX6	09/19/2024	FILE JACKETS,ACCORDION POCKETS,WRIST KEYCHAIN	001-201-501-200	60.99
STARKVILLE UTILITIES	INV0037675	09/19/2024	MONTHLY USAGE	001-201-625-380	12.53
GULF STATES DISTRIBUTORS, INC.	1474886	09/20/2024	9MM 147 GR,12 GA 9 PELLET BUCK TAC,FED 308 168 GR	001-201-545-238	2,210.00
FUELMAN / FLEETCOR	NP67145881	09/22/2024	FUEL CHARGES 9/16/24- 9/22/24	001-201-525-231	3,580.12
ATMOS ENERGY	INV0037676	09/23/2024	MONTHLY USAGE	001-201-625-380	657.38

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
REGIONS-POLICE VISA PAYMENT	INV0037679	09/23/2024	LATE FEE	001-201-691-550	30.70
Outstanding Total:					36,639.33
Department 201 - POLICE DEPARTMENT Total:					36,639.33
Department: 245 - DISPATCHERS					
Outstanding					
ETHAN RUIZ	INV0037666	09/17/2024	REIMBURSE MEALS FOR TRAINING	001-245-690-552	113.46
REGIONS-POLICE VISA PAYMENT	INV0037668	09/17/2024	ROOMS HOLIDAY INN,DISPATCH TRAINNG RUIZ & STREEVEL	001-245-690-552	404.70
DESTINY STEEVAL	INV0037669	09/17/2024	REIMBURSE MEALS/DISPATCHER TRAINING	001-245-690-552	86.32
FUELMAN / FLEETCOR	NP67145881	09/22/2024	FUEL CHARGES 9/16/24- 9/22/24	001-245-690-552	25.26
Outstanding Total:					629.74
Department 245 - DISPATCHERS Total:					629.74
Department: 246 - CODE ENFORCEMENT					
Outstanding					
FUELMAN / FLEETCOR	NP67116542	09/16/2024	FUEL CHARGES 9/9-9/15/24	001-246-525-231	63.15
FUELMAN / FLEETCOR	NP67145881	09/22/2024	FUEL CHARGES 9/16/24- 9/22/24	001-246-525-231	54.70
Outstanding Total:					117.85
Department 246 - CODE ENFORCEMENT Total:					117.85
Department: 261 - FIRE DEPARTMENT					
Outstanding					
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037672	08/01/2024	MONTHLY USAGE	001-261-625-380	437.92
UNIVERSITY SCREENPRINT	8567	08/28/2024	10 UNIFORM POLOS	001-261-535-233	349.90
UNIVERSITY SCREENPRINT	8573	08/29/2024	52 UNIFORM JACKETS	001-261-535-233	4,958.00
IMPERIAL BAG & PAPER CO., LLC	5034744	08/30/2024	GLASS CLEANER,LAUDRY DETERGENT,BLEACH	001-261-555-208	319.27
UPS	54E5Y354	08/31/2024	SHIP PACKAGE	001-261-604-330	35.94
CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-261-604-330	77.34
VERIZON WIRELESS	9972915190	09/02/2024	MONTHLY USAGE	001-261-604-330	440.11
MS DEPT OF ENVIRONMENTAL QUALITY	INV0037664	09/03/2024	ASBESTOS RE-CERTIFICATION M MCCURDY	001-261-600-390	200.00
UNIVERSITY SCREENPRINT	8618	09/06/2024	UNIFORM SHIRTS	001-261-535-233	339.97
STARKVILLE UTILITIES	INV0037678	09/06/2024	MONTHLY USAGE	001-261-625-380	1,191.18
LDB DOORS LLC- LARRY BROWNLEE JR.	0804	09/10/2024	REPLACING RECEIVER & 1 REMOTE	001-261-558-269	200.00
GATEWAY TIRE & SERVICE CENTER	1018-203336	09/10/2024	TIRES & 4 WHEEL ALIGNMENT	001-261-630-360	943.35
CLEAN TOOLS CO./ NCS DISTRIBUTION INC	60013632	09/10/2024	TRUCK CLEANER	001-261-630-360	222.68
UNIVERSITY SCREENPRINT	8629	09/10/2024	UNIFORM PANTS/SHORTS	001-261-535-233	1,315.24
EMPIRE TRUCK SALES, LLC	RE005016600.01	09/10/2024	REPAIR ROTOR E5	001-261-630-360	8,807.50
WALMART- CAPITAL ONE	010378	09/12/2024	6 NOZZLES	001-261-555-250	29.82
AMAZON CAPITAL SRVCS, INC.	1K7T-HP41-CLYQ	09/12/2024	BATTERY CHARGER	001-261-630-360	166.24
AMAZON CAPITAL SRVCS, INC.	1PMV-N9NV-16C3	09/12/2024	WIRELESS EARBUDS	001-261-555-250	90.19
CANON FINANCIAL SVCS, INC	35174616	09/12/2024	CONTRACT/METER USAGE	001-261-604-330	238.67
STATE FIRE ACADEMY	32735	09/13/2024	MSTAT 9/4 WESLEY/WHITTINGTON	001-261-600-390	40.00
UPS	54E5Y374	09/14/2024	SHIP PACKAGES	001-261-604-330	77.79
ARMY NAVY PAWN SHOP	091624B	09/16/2024	TAC BELT (2)	001-261-535-233	40.00
FUELMAN / FLEETCOR	NP67116542	09/16/2024	FUEL CHARGES 9/9-9/15/24	001-261-525-231	801.79
PROGRAPHICS, INC.	143706	09/18/2024	2025 SHIFT COLOR CODED CALENDAR	001-261-501-200	116.08
QUILL CORPORATION	40647708	09/18/2024	PAPER,PRINTER INK,PENS	001-261-501-200	170.61

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY COOPERATIVE	1042730	09/19/2024	UNIFORM BOOTS	001-261-535-233	192.40
AMAZON CAPITAL SRVCS, INC.	1KG4-XC9Q-XFYC	09/19/2024	GRABBER,AIR WEDGES,PRY BARS,BLUETOOTH EARPIECE	001-261-555-250	388.79
STARKVILLE UTILITIES	INV0037675	09/19/2024	MONTHLY USAGE	001-261-625-380	736.24
ARMY NAVY PAWN SHOP	092024A	09/20/2024	TAC BELT, UNIFORM PANTS	001-261-535-233	170.00
INTERSTATE BATTERY OF CNTRL MS	8468369	09/20/2024	BATTERY FOR E5	001-261-630-360	464.85
FUELMAN / FLEETCOR	NP67145881	09/22/2024	FUEL CHARGES 9/16/24-9/22/24	001-261-525-231	819.06
GATEWAY TIRE & SERVICE CENTER	1018-203994	09/23/2024	TIRE FOR L2	001-261-630-360	390.91
ATMOS ENERGY	INV0037676	09/23/2024	MONTHLY USAGE	001-261-625-380	62.81
ATMOS ENERGY	INV0037676	09/23/2024	MONTHLY USAGE	001-261-625-380	97.34
Outstanding Total:					24,931.99
Department 261 - FIRE DEPARTMENT Total:					24,931.99

Department: 281 - BUILDING/COMMUNITY DEVELOPMENT

Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-281-604-330	77.33
CANON FINANCIAL SVCS, INC	35175152	09/12/2024	CONTRACT/METER USAGE	001-281-604-330	100.53
FUELMAN / FLEETCOR	NP67116542	09/16/2024	FUEL CHARGES 9/9-9/15/24	001-281-525-231	36.01
Outstanding Total:					213.87
Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:					213.87

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037672	08/01/2024	MONTHLY USAGE	001-290-625-380	87.70
STARKVILLE UTILITIES	INV0037678	09/06/2024	MONTHLY USAGE	001-290-625-380	100.34
STARKVILLE UTILITIES	INV0037675	09/19/2024	MONTHLY USAGE	001-290-625-380	55.66
Outstanding Total:					243.70
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					243.70

Department: 301 - STREET DEPARTMENT

Outstanding

FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037672	08/01/2024	MONTHLY USAGE	001-301-625-380	8,967.46
CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-301-604-330	77.33
VERIZON WIRELESS	9972915190	09/02/2024	MONTHLY USAGE	001-301-604-330	160.04
STARKVILLE UTILITIES	INV0037678	09/06/2024	MONTHLY USAGE	001-301-625-380	39.56
STARKVILLE UTILITIES	INV0037678	09/06/2024	MONTHLY USAGE	001-301-625-380	434.63
APAC-MISSISSIPPI, INC	4000184983	09/10/2024	HOTMIX ASPHALT	001-301-560-270	661.63
TREE HUGGERS	434	09/11/2024	TREE REMOVAL,CUT & HAUL OFF DEBRIS & GRIND STUMP	001-301-600-300	2,200.00
THOMPSON MACHINERY*	PC110346354	09/11/2024	PARTS TO REPAIR DOZER	001-301-630-400	90.09
THOMPSON MACHINERY*	PC110346355	09/11/2024	BOLTS	001-301-630-400	3.80
THOMPSON MACHINERY*	PC110346356	09/11/2024	ROLLER PARTS FOR DOZER	001-301-630-400	274.24
MID SOUTH SALES, INC	1001651-CAG	09/12/2024	OIL FOR FLEET MAINTENANCE	001-301-525-231	318.60
UNIFIRST CORPORATION	1830116423	09/12/2024	UNIFORMS	001-301-535-233	146.54
AMAZON CAPITAL SRVCS, INC.	1YJY-7F4V-9HWW	09/12/2024	HYDRATION POPS	001-301-555-250	146.00
T&M STEEL ERECTORS, INC.	2998	09/12/2024	SPRING ST 18.5 LF OF GUARDRAIL CLEAN & REWELD HAND	001-301-560-270	575.00
CINTAS	4204974073	09/12/2024	SUPPLIES	001-301-555-250	55.91
AUTOZONE	00426101771	09/13/2024	BATTERY & WIPERS TRUCK 700	001-301-630-360	193.98
O'REILLY AUTO PARTS	0997-383835	09/13/2024	BATTERY FOR TRUCK 700	001-301-630-360	130.42
BELL BUILDING SUPPLY, INC.	412206	09/13/2024	BOLTS,SCREWS-STREET SIGNS	001-301-565-272	25.16
THOMPSON MACHINERY*	PC110346465	09/13/2024	PARTS TO REPAIR DOZER	001-301-630-400	1,842.80
THOMPSON MACHINERY*	PC110346466	09/13/2024	MATERIALS FOR DOZER MAINTENANCE	001-301-630-400	116.69
ORBIS MACHINERY BIRMINGHAM	IB06480	09/16/2024	FILTERS ETC	001-301-630-400	448.54

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP67116542	09/16/2024	FUEL CHARGES 9/9-9/15/24	001-301-525-231	1,705.71
THOMPSON MACHINERY*	PC110346516	09/16/2024	BOLTS FOR DOZER ROLLERS	001-301-630-400	98.40
GATEWAY TIRE & SERVICE CENTER	1018-199317	09/17/2024	REPLACEMENT TRAILER TIRE	001-301-630-400	103.15
NUNLEY TRUCKING CO., INC.	35489	09/17/2024	RIP RAP	001-301-560-270	968.04
THOMPSON MACHINERY*	PC110346557	09/17/2024	ROLLER ASSEMBLY PARTS	001-301-630-400	592.04
O'REILLY AUTO PARTS	0997-384579	09/18/2024	PARTS FOR EQUIPMENT MAINTENANCE	001-301-630-400	11.98
MMC MATERIALS, INC.	910943	09/18/2024	CONCRETE MIX	001-301-560-270	495.00
THOMPSON MACHINERY*	PC110346593	09/18/2024	ROLLER ASSEMBLY PARTS	001-301-630-400	510.04
WILSON'S TREE SERVICE	1032	09/19/2024	CUT & HAUL OFF TREES	001-301-600-300	8,000.00
			WHITFIELD,S MONTGOMERY STREET		
PAUL'S WELDING	1432	09/19/2024	REPAIR BUCKET & BLADE ON JOHN DEERE 35G	001-301-630-400	820.00
UNIFIRST CORPORATION	1830117610	09/19/2024	UNIFORMS	001-301-535-233	146.54
CINTAS	4205667665	09/19/2024	SUPPLIES	001-301-555-250	55.91
STARKVILLE UTILITIES	INV0037675	09/19/2024	MONTHLY USAGE	001-301-625-380	2.50
APAC-MISSISSIPPI, INC	4000185882	09/20/2024	ASPHALT	001-301-560-270	652.91
STARKVILLE LP GAS	4143665	09/20/2024	LP FOR ASPHALT TRUCK	001-301-525-231	56.25
POWERSTROKE EQUIPMENT SALES & SVC	8733	09/20/2024	STHL TS 700 CUTOFF SAW	001-301-630-400	1,939.97
THOMPSON MACHINERY*	PC110346695	09/20/2024	BUCKET TEETH & MATERIAL FOR MINI EXCAVATOR	001-301-630-400	687.22
THOMPSON MACHINERY*	PR110029972	09/20/2024	CREDIT ON RETURNED PARTS	001-301-630-400	-91.20
FUELMAN / FLEETCOR	NP67145881	09/22/2024	FUEL CHARGES 9/16/24-9/22/24	001-301-525-231	795.39
APAC-MISSISSIPPI, INC	4000186067	09/23/2024	ASPHALT	001-301-560-270	648.55
ATMOS ENERGY	INV0037676	09/23/2024	MONTHLY USAGE	001-301-625-380	41.06
THOMPSON MACHINERY*	PC110346753	09/23/2024	ROLLER ASSEMBLY	001-301-630-400	225.64
Outstanding Total:					35,373.52
Paid					
STARKVILLE UTILITIES	INV0037654	09/19/2024	MONTHLY UTILITIES	001-301-625-380	16,721.08
Paid Total:					16,721.08
Department 301 - STREET DEPARTMENT Total:					52,094.60
Department: 360 - ANIMAL CONTROL					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	001-360-604-330	77.33
FUELMAN / FLEETCOR	NP67116542	09/16/2024	FUEL CHARGES 9/9-9/15/24	001-360-525-231	45.52
FUELMAN / FLEETCOR	NP67145881	09/22/2024	FUEL CHARGES 9/16/24-9/22/24	001-360-525-231	49.76
Outstanding Total:					172.61
Department 360 - ANIMAL CONTROL Total:					172.61
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
CSP SPORTS FACILITIES COMPANIES, LLC	SEPT24	09/17/2024	SEPTEMBER 2024 EXPENSE ADVANCE	001-550-600-297	75,000.00
Outstanding Total:					75,000.00
Department 550 - PARKS AND REC DEPARTMENT Total:					75,000.00
Fund 001 - GENERAL FUND Total:					271,758.90
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	015-505-604-330	77.33
AMAZON CAPITAL SRVCS, INC.	1FGW-CGLW-DGFL	09/05/2024	SAFETY VESTS & TRAFFIC WAND	015-505-555-250	59.28
TITAN AVIATION FUELS	4137724	09/11/2024	JET A FUEL	015-505-525-233	20,180.31
WALMART- CAPITAL ONE	454610	09/11/2024	3 REAMS COPY PAPER	015-505-541-237	16.71

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SULLIVAN'S OFFICE SUPPLY, INC.	90965	09/11/2024	CHAIR MAT	015-505-555-250	69.00
WALMART- CAPITAL ONE	314928	09/13/2024	PAPER TOWELS,MOP PADS,SALT/PEPPER,CUTLERY,P LATES	015-505-541-237	72.07
OKTIBBEHA COUNTY COOPERATIVE	1042217	09/18/2024	FERRIS BELT REPLACED	015-505-630-400	129.99
STARKVILLE UTILITIES	INV0037675	09/19/2024	MONTHLY USAGE	015-505-625-380	2,268.40
FUELMAN / FLEETCOR	NP67145881	09/22/2024	FUEL CHARGES 9/16/24-9/22/24	015-505-525-231	36.86
OKTIBBEHA COUNTY COOPERATIVE	1043787	09/23/2024	BELT BANDED A-SEC 664	015-505-630-400	86.59
RODNEY LINCOLN	INV0037686	09/24/2024	REIMBURSEMENT FOR PIZZA FOR PILOTS & POLO	015-505-541-237	62.56
RODNEY LINCOLN	INV0037686	09/24/2024	REIMBURSEMENT FOR PIZZA FOR PILOTS & POLO	015-505-555-250	18.99
Outstanding Total:					23,078.09
Department 505 - AIRPORT Total:					23,078.09
Fund 015 - AIRPORT FUND Total:					23,078.09

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-102	08/31/2024	MONTHLY USAGE	022-322-604-330	77.33
GATEWAY TIRE & SERVICE CENTER	1018-203088	09/06/2024	TIRE TRUCK 41	022-322-630-360	301.59
AMAZON CAPITAL SRVCS, INC.	111R-XKJY-JVFM	09/06/2024	TRAILER WHEEL RIMS	022-322-630-406	81.90
STARKVILLE AUTO PARTS	168633	09/06/2024	4 RED REFLECTORS	022-322-555-250	38.56
IVY AUTO PARTS, LLC.	739065	09/09/2024	HYD HOSE TRUCK 91	022-322-630-252	228.54
O'REILLY AUTO PARTS	0997-383419	09/10/2024	HYDRAULIC FLUID	022-322-501-200	221.94
RJ YOUNG	7115130	09/10/2024	COPIES & CONTRACT	022-322-604-330	101.85
O'REILLY AUTO PARTS	0997-383619	09/11/2024	HYDRAULIC DRUM	022-322-501-200	495.00
GATEWAY TIRE & SERVICE CENTER	1018-203191	09/11/2024	FLAT REPAIR TRUCK 103	022-322-630-254	25.50
GATEWAY TIRE & SERVICE CENTER	1018-203309	09/11/2024	FLAT REPAIR TRUCK 88	022-322-630-254	25.50
GATEWAY TIRE & SERVICE CENTER	1018-203374	09/11/2024	TIRES TRUCK 40	022-322-630-360	646.73
UNIFIRST CORPORATION	1830116345	09/12/2024	UNIFORMS	022-322-535-233	474.12
GATEWAY TIRE & SERVICE CENTER	1018-203397	09/13/2024	OIL CHANGE TRUCK 96A	022-322-630-360	99.10
GATEWAY TIRE & SERVICE CENTER	1018-203402	09/13/2024	TIRES TRUCK 91	022-322-630-360	736.52
GATEWAY TIRE & SERVICE CENTER	1018-203445	09/13/2024	TRUCK 129 TIRES & OIL CHANGE	022-322-630-254	426.87
TERRY'S GARAGE & REPAIRS, LLC	10608	09/13/2024	REPAIR ON TRUCK 39	022-322-630-255	3,261.61
H&R AGRI-POWER	CN60877	09/13/2024	PARTS FOR TRACTOR OIL CHANGE	022-322-630-254	425.71
FASTENAL COMPANY	MSSTA107996	09/13/2024	RAIN GEAR & VEST	022-322-535-233	553.63
GATEWAY TIRE & SERVICE CENTER	1018-202370	09/14/2024	LANDSCAPE TRAILOR TIRES	022-322-630-254	110.35
GATEWAY TIRE & SERVICE CENTER	1018-203276	09/14/2024	TRACTOR 5 FLAT REPAIR	022-322-630-254	306.15
FUELMAN / FLEETCOR	NP67116542	09/16/2024	FUEL CHARGES 9/9-9/15/24	022-322-525-231	3,105.44
TERRY'S GARAGE & REPAIRS, LLC	10640	09/19/2024	REPLACE BELT TRUCK 93 & SERVICE SWEEPER TRUCK	022-322-630-252	482.18
UNIFIRST CORPORATION	1830117609	09/19/2024	UNIFORMS	022-322-535-233	261.94
AMAZON CAPITAL SRVCS, INC.	1CNT-CQM1-T9P3	09/19/2024	FIRE EXTINGUISHERS FOR TRUCKS	022-322-555-250	159.96
STARKVILLE UTILITIES	INV0037675	09/19/2024	MONTHLY USAGE	022-322-625-380	1,393.72
GATEWAY TIRE & SERVICE CENTER	1018-203569	09/20/2024	TIRE TRUCK 91	022-322-630-360	340.14

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	1018-203693	09/20/2024	BRAKE PADS TRUCK 128	022-322-630-254	262.76
PAUL'S WELDING	1433	09/20/2024	REPAIRS ON TRUCK 93 & 41	022-322-630-252	100.00
FUELMAN / FLEETCOR	NP67145881	09/22/2024	FUEL CHARGES 9/16/24-9/22/24	022-322-525-231	3,822.36
AMAZON CAPITAL SRVCS, INC.	1CNT-CQM1-T9P3C	09/25/2024	CREDIT ON FIRE EXTINGUISHERS-DAMAGED	022-322-555-250	-159.96

Outstanding Total: 18,407.04

Department 322 - SANITATION DEPARTMENT Total: 18,407.04

Fund 022 - ENVIRONMENTAL SERVICES Total: 18,407.04

Fund: 300 - CAPITAL PROJECTS FUND

Department: 000 - UNDESIGNATED

Outstanding

NEEL-SCHAFER	1099906	09/11/2024	SAFE STREET FOR ALL	300-000-912-809	8,092.95
NEEL-SCHAFER	1100409	09/24/2024	SAFE STREET FOR ALL	300-000-912-809	772.96

Outstanding Total: 8,865.91

Department 000 - UNDESIGNATED Total: 8,865.91

Fund 300 - CAPITAL PROJECTS FUND Total: 8,865.91

Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS

Department: 300 - STREET DEPARTMENT

Outstanding

NEEL-SCHAFER	1099156A	08/08/2024	OLD MAYHEW RD & E LEE INTERSECTION DESIGN	305-300-600-300	1,390.87
BURNS COOLEY DENNIS, INC.	46614	08/31/2024	OLD MAYHEW RD	305-300-900-905	9,891.25
PHILLIPS CONTRACTING COMPANY, INC.	2	09/12/2024	OLD MAYHEW ROAD RECLAMATION & REALIGNMENT	305-300-900-905	1,136,194.21

Outstanding Total: 1,147,476.33

Department 300 - STREET DEPARTMENT Total: 1,147,476.33

Fund 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Total: 1,147,476.33

Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)

Department: 551 - PARK & REC TOURISM

Outstanding

BURNS COOLEY DENNIS, INC.	46671	08/31/2024	NEEDMORE COMMUNITY CENTER REDEVELOPMENT	312-551-600-102	2,895.00
FORME DESIGN GROUP	INV0037671	09/06/2024	STARKVILLE PARKS SIGNAGE	312-551-901-278	7,550.00
MILLS CONTRACTING LLC	000356	09/15/2024	NEEDMORE COMMUNITY CENTER PRIMARY LOCATION	312-551-901-270	226,676.84
ETHOS CONTRACTING GROUP LLC	001	09/19/2024	MCKEE PARK IMPROVEMENTS	312-551-901-275	678,432.00
ECON CONSTRUCTION	5	09/20/2024	JL KING SPLASHPAD EXPANSION	312-551-901-274	81,252.26

Outstanding Total: 996,806.10

Department 551 - PARK & REC TOURISM Total: 996,806.10

Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total: 996,806.10

Fund: 313 - SPRING/HWY 12 LINKAGE TAP

Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS

Outstanding

BURNS DIRT CONSTRUCTION CO.,INC.	109194701	09/05/2024	SPRING ST & HWY 182 PEDESTRIAN IMPROV	313-653-903-853	83,487.66
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Outstanding Total: 83,487.66

Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total: 83,487.66

Fund 313 - SPRING/HWY 12 LINKAGE TAP Total: 83,487.66

FY 24 CLAIMS DOCKET

Post Dates: 9/19/2024 - 9/25/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
MITCHELL SIGNS	30312	07/31/2024	3 S/F DIRECTIONAL SIGNS W/ MOUNTING POST	375-551-907-942	4,275.00
DEERE & COMPANY	117654061	09/12/2024	2024 GATOR TX TURF	375-551-907-942	11,824.00
CSP SPORTS FACILITIES COMPANIES, LLC	OCT2024	09/20/2024	OCTOBER MANAGEMENT FEES	375-551-600-296	15,000.00
CSP SPORTS FACILITIES COMPANIES, LLC	OCT2024	09/20/2024	OCTOBER MANAGEMENT FEES	375-551-600-297	20,000.00
Outstanding Total:					51,099.00
Department 551 - PARK & REC TOURISM Total:					51,099.00
Fund 375 - PARK AND REC TOURISM Total:					51,099.00
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
FEDEX	8-617-20315	09/11/2024	BURNS CONST CONTRACT/HWY 182	377-318-600-340	42.33
Outstanding Total:					42.33
Department 318 - MS182/MLK Total:					42.33
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					42.33
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Paid					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0037655	09/19/2024	2% FOOD & BEVERAGE TAX	630-000-147-664	33,256.98
STARKVILLE CONVENTIONS/VISITORS BUR	INV0037656	09/19/2024	2% HOTEL/MOTEL TA	630-000-147-664	31,265.05
O.C.E.D.A	INV0037657	09/19/2024	2% FOOD & BEVERAGE TAX	630-000-148-655	33,256.98
MSU /2% TAX REVENUE	INV0037658	09/19/2024	2% OOD & BEVERAGE TAX	630-000-147-657	44,342.64
Paid Total:					142,121.65
Department 000 - UNDESIGNATED Total:					142,121.65
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					142,121.65
Grand Total:					2,743,143.01

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	271,758.90	24,319.46
015 - AIRPORT FUND	23,078.09	0.00
022 - ENVIRONMENTAL SERVICES	18,407.04	0.00
300 - CAPITAL PROJECTS FUND	8,865.91	0.00
305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS	1,147,476.33	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	996,806.10	0.00
313 - SPRING/HWY 12 LINKAGE TAP	83,487.66	0.00
375 - PARK AND REC TOURISM	51,099.00	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	42.33	0.00
630 - ECONOMIC DEV, TOURISM & CONV	142,121.65	142,121.65
Grand Total:	2,743,143.01	166,441.11

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE ...	8,226.97	7,198.38
001-000-149-691	MUNICIPAL COURT BON...	150.00	150.00
001-000-160-698	DONATION - POLICE	498.18	0.00
001-000-200-084	TAXES DUE TO DOWNT...	164.77	0.00
001-000-330-182	TRAFFIC COURT & FINES	250.00	250.00
001-000-334-126	POLICE FORFEITED FUN...	991.13	0.00
001-005-054-208	DUE FROM PARKS & REC...	16,670.53	0.00
001-100-604-330	COMMUNICATIONS	157.36	0.00
001-110-501-200	SUPPLIES	2,079.88	0.00
001-110-604-330	POSTAGE / COMMUNIC...	382.94	0.00
001-110-690-553	TRAVEL, TRAINING, DUES	106.98	0.00
001-120-565-272	PAID PARKING EXPENSES	500.00	0.00
001-120-604-330	COMMUNICATIONS	177.87	0.00
001-123-600-300	WEB SITE SVCS, SOFTW...	20,821.82	0.00
001-123-604-330	COMMUNICATIONS	760.80	0.00
001-123-625-380	CAMERA OPERATING EX...	40.00	0.00
001-123-918-805	EQUIPMENT & PYMTS	11,035.50	0.00
001-123-918-806	CAMERA LEASE PAYMEN...	667.00	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	729.81	0.00
001-142-610-350	TRAVEL/TRAINING	582.90	0.00
001-142-620-371	BONDING-CITY EMPLOY...	766.58	0.00
001-142-918-805	EQUIPMENT AND FURNI...	999.99	0.00
001-169-600-309	LEGAL EXPENSES	200.00	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	1,778.56	0.00
001-180-600-320	DRUG/BACKGROUND C...	135.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	164.73	0.00
001-180-691-505	PERSONNEL / KRONOS S...	40.53	0.00
001-190-604-330	COPIERS/PHONES/IPADS	766.52	0.00
001-192-510-204	CITY HALL VEHICLE EXPE...	25.37	0.00
001-192-510-220	SUPPLIES - JANITORIAL, ...	202.52	0.00
001-192-630-403	REPAIRS TO BUILDING &...	1,163.03	0.00
001-196-630-425	REPAIRS MAINT/MLK/182	800.00	0.00
001-196-631-402	ODDFELLOW MAINT/RE...	1,750.00	0.00
001-196-637-637	BRUSH ARBOR	650.00	0.00
001-197-501-200	SUPPLIES	1,314.48	0.00
001-197-535-233	UNIFORMS	200.70	0.00
001-197-600-308	ENGINEERING AND PRO...	912.12	0.00
001-197-604-330	COMMUNICATIONS	77.34	0.00
001-197-918-806	NEW EQUIPMENT	4,773.30	0.00
001-201-501-200	OFFICE SUPPLIES	253.62	0.00
001-201-525-231	GAS & OIL	6,973.60	0.00
001-201-535-233	UNIFORMS	3,159.19	0.00
001-201-541-240	PRISONER MEDICAL/SU...	172.72	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-545-238	FIRING RANGE SUPPLIES ...	2,637.83	0.00
001-201-555-208	JANITORIAL SUPPLIES	408.55	0.00
001-201-556-251	POLICE SUPPLIES	8,774.85	0.00
001-201-600-300	PROFESSIONAL SERVICES	315.00	0.00
001-201-604-330	PHONES/COPIES/POSTA...	2,175.37	0.00
001-201-615-343	PRINTING & BINDING	397.41	0.00
001-201-625-380	UTILITIES	1,105.60	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	1,443.30	0.00
001-201-630-426	BUILDING MAINT & REP...	2,920.00	0.00
001-201-635-367	MOTORCYCLE RENTAL	3,150.00	0.00
001-201-635-369	COPIER RENTAL	892.41	0.00
001-201-690-450	GPS EXPENSES	529.18	0.00
001-201-690-552	POLICE TRAINING/EDUC...	1,300.00	0.00
001-201-691-550	MISCELLANEOUS	30.70	0.00
001-245-690-552	DISPATCHER TRAINING	629.74	0.00
001-246-525-231	GAS & OIL	117.85	0.00
001-261-501-200	OFFICE SUPPLIES / EXPE...	286.69	0.00
001-261-525-231	GAS & OIL	1,620.85	0.00
001-261-535-233	UNIFORMS & UNIFORM ...	7,365.51	0.00
001-261-555-208	JANITORIAL & PAPER SU...	319.27	0.00
001-261-555-250	SMALL EQUIPMENT AND...	508.80	0.00
001-261-558-269	BUILDING MAINTENANCE	200.00	0.00
001-261-600-390	FIRE TRAINING / TRAVEL	240.00	0.00
001-261-604-330	PHONES/CABLE/INTERN...	869.85	0.00
001-261-625-380	UTILITIES	2,525.49	0.00
001-261-630-360	REPAIRS & MAINT-VEHIC...	10,995.53	0.00
001-281-525-231	GAS & OIL	36.01	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	177.86	0.00
001-290-625-380	UTILITIES / CODE RED	243.70	0.00
001-301-525-231	GAS & OIL	2,875.95	0.00
001-301-535-233	UNIFORMS	293.08	0.00
001-301-555-250	SMALL EQUIP, TOOLS & ...	257.82	0.00
001-301-560-270	CONSTRUCTION MATER...	4,001.13	0.00
001-301-565-272	STREETS SIGNS & PAINT	25.16	0.00
001-301-600-300	TREE TRIMMING	10,200.00	0.00
001-301-604-330	COMMUNICATIONS	237.37	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	26,206.29	16,721.08
001-301-630-360	VEHICLE REPAIRS & MAI...	324.40	0.00
001-301-630-400	EQUIPMENT REPAIR & ...	7,673.40	0.00
001-360-525-231	GAS & OIL	95.28	0.00
001-360-604-330	COMMUNICATIONS	77.33	0.00
001-550-600-297	REIMBURSEMENT	75,000.00	0.00
015-505-525-231	GAS & OIL	36.86	0.00
015-505-525-233	JET A FUEL PURCHASES	20,180.31	0.00
015-505-541-237	OPERATING SUPPLIES	151.34	0.00
015-505-555-250	SMALL EQUIPMENT AND...	147.27	0.00
015-505-604-330	CELL PHONE/POSTAGE ...	77.33	0.00
015-505-625-380	UTILITIES	2,268.40	0.00
015-505-630-400	EQUIPMENT REPAIR & ...	216.58	0.00
022-322-501-200	OFFICE SUPPLIES	716.94	0.00
022-322-525-231	GAS & OIL	6,927.80	0.00
022-322-535-233	UNIFORMS	1,289.69	0.00
022-322-555-250	SMALL EQUIPMENT AND...	38.56	0.00
022-322-604-330	COPIER, PHONES, RADIOS	179.18	0.00
022-322-625-380	UTILITIES	1,393.72	0.00
022-322-630-252	VEHICLE R&M - COMME...	810.72	0.00
022-322-630-254	VEHICLE R&M - LANDSC...	1,582.84	0.00
022-322-630-255	VEHICLE R&M - RUBBISH	3,261.61	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-630-360	VEHICLE R&M - RESIDEN...	2,124.08	0.00
022-322-630-406	EQUIPMENT R&M - LAN...	81.90	0.00
300-000-912-809	SAFE STREETS 4 ALL CO...	8,865.91	0.00
305-300-600-300	PROFESSIONAL SERVICES	1,390.87	0.00
305-300-900-905	2024 OLD MAYHEW RO...	1,146,085.46	0.00
312-551-600-102	NEEDMORE - PROFESSI...	2,895.00	0.00
312-551-901-270	NEEDMORE CONSTRUCT...	226,676.84	0.00
312-551-901-274	J L KING SPLASHPAD	81,252.26	0.00
312-551-901-275	MCKEE PARK PICKLEBALL...	678,432.00	0.00
312-551-901-278	PARKS SIGNAGE	7,550.00	0.00
313-653-903-853	CONSTRUCTION (2022 G...	83,487.66	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
375-551-907-942	EXISTING PARK IMPROV...	16,099.00	0.00
377-318-600-340	ADVERTISING / POSTAGE	42.33	0.00
630-000-147-657	DUE TO MISSISSIPPI STA...	44,342.64	44,342.64
630-000-147-664	DUE TO VISITORS/CONV...	64,522.03	64,522.03
630-000-148-655	DUE TO OCEDA	33,256.98	33,256.98
Grand Total:		2,743,143.01	166,441.11

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	753,885.63	166,441.11
305300900905	1,146,085.46	0.00
312551901274	81,252.26	0.00
312551901275	678,432.00	0.00
313653903853	83,487.66	0.00
Grand Total:	2,743,143.01	166,441.11



City of Starkville, MS

FY 25 CLAIMS DOCKET

By Fund

Post Dates 10/1/2024 - 10/1/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	001-000-053-206	2,350.00
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	001-000-053-206	5,784.00
Outstanding Total:					8,134.00
Department 000 - UNDESIGNATED Total:					8,134.00
Department: 110 - MUNICIPAL COURT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	001-110-491-135	550.00
Outstanding Total:					550.00
Department 110 - MUNICIPAL COURT Total:					550.00
Department: 120 - MAYORS OFFICE					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	001-120-491-135	150.00
Outstanding Total:					150.00
Department 120 - MAYORS OFFICE Total:					150.00
Department: 123 - IT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	001-123-491-135	725.00
Outstanding Total:					725.00
Department 123 - IT Total:					725.00
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	001-142-491-135	615.00
Outstanding Total:					615.00
Department 142 - CITY CLERKS OFFICE Total:					615.00
Department: 180 - HUMAN RESOURCES					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	001-180-491-135	500.00
Outstanding Total:					500.00
Department 180 - HUMAN RESOURCES Total:					500.00
Department: 190 - CITY PLANNER					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	001-190-491-135	125.00
Outstanding Total:					125.00
Department 190 - CITY PLANNER Total:					125.00

FY 25 CLAIMS DOCKET

Post Dates: 10/1/2024 - 10/1/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 197 - ENGINEERING					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	001-197-491-135	750.00
Outstanding Total:					750.00
Department 197 - ENGINEERING Total:					750.00
Department: 201 - POLICE DEPARTMENT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	001-201-491-135	20,150.00
Outstanding Total:					20,150.00
Department 201 - POLICE DEPARTMENT Total:					20,150.00
Department: 261 - FIRE DEPARTMENT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	001-261-491-135	29,751.00
Outstanding Total:					29,751.00
Department 261 - FIRE DEPARTMENT Total:					29,751.00
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	001-281-491-135	625.00
Outstanding Total:					625.00
Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:					625.00
Department: 301 - STREET DEPARTMENT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	001-301-491-135	6,250.00
Outstanding Total:					6,250.00
Department 301 - STREET DEPARTMENT Total:					6,250.00
Department: 360 - ANIMAL CONTROL					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	001-360-491-135	500.00
Outstanding Total:					500.00
Department 360 - ANIMAL CONTROL Total:					500.00
Fund 001 - GENERAL FUND Total:					68,825.00
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	015-505-491-135	3,025.00
Outstanding Total:					3,025.00
Department 505 - AIRPORT Total:					3,025.00
Fund 015 - AIRPORT FUND Total:					3,025.00
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	INV0037685	09/24/2024	MS MUN WORKERS COMP	022-322-491-135	19,248.11
Outstanding Total:					19,248.11
Department 322 - SANITATION DEPARTMENT Total:					19,248.11
Fund 022 - ENVIRONMENTAL SERVICES Total:					19,248.11
Grand Total:					91,098.11

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	68,825.00	0.00
015 - AIRPORT FUND	3,025.00	0.00
022 - ENVIRONMENTAL SERVICES	19,248.11	0.00
Grand Total:	91,098.11	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & S...	8,134.00	0.00
001-110-491-135	WORKER'S COMPENSAT...	550.00	0.00
001-120-491-135	WORKER'S COMPENSAT...	150.00	0.00
001-123-491-135	WORKER'S COMPENSAT...	725.00	0.00
001-142-491-135	WORKER'S COMPENSAT...	615.00	0.00
001-180-491-135	WORKER'S COMPENSAT...	500.00	0.00
001-190-491-135	WORKER'S COMPENSAT...	125.00	0.00
001-197-491-135	WORKER'S COMPENSAT...	750.00	0.00
001-201-491-135	WORKER'S COMPENSAT...	20,150.00	0.00
001-261-491-135	WORKER'S COMPENSAT...	29,751.00	0.00
001-281-491-135	WORKER'S COMPENSAT...	625.00	0.00
001-301-491-135	WORKER'S COMPENSAT...	6,250.00	0.00
001-360-491-135	WORKER'S COMPENSAT...	500.00	0.00
015-505-491-135	WORKER'S COMPENSAT...	3,025.00	0.00
022-322-491-135	WORKER'S COMPENSAT...	19,248.11	0.00
Grand Total:		91,098.11	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	91,098.11	0.00
Grand Total:	91,098.11	0.00



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

ACCOUNTS PAYABLE
AGING INVOICE

09/25/2024 1:40:59 pm

Beginning Date: 10/02/2024

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
20076 APAC MISSISSIPPI, INC.	09/09/24	10/02/24	4000184855	ASPHALT	657.27			
20076 APAC MISSISSIPPI, INC.	09/11/24	10/02/24	4000185081	ASPHALT	648.55			
				Total for Vendor - 20076:	1,305.82	0.00	0.00	0.00
124 ATMOS ENERGY	09/10/24	10/02/24	3020752702-09/10/24	UTILITY BILL	52.57			
				Total for Vendor - 124:	52.57	0.00	0.00	0.00
196 AUTOZONE	09/11/24	10/02/24	00426100003	MAINTENANCE	161.11			
196 AUTOZONE	09/12/24	10/02/24	00426100986	MAINTENANCE	32.62			
196 AUTOZONE	09/13/24	10/02/24	00426101455	MAINTENANCE	208.88			
196 AUTOZONE	09/18/24	10/02/24	00426105528	MAINTENANCE	45.50			
196 AUTOZONE	09/19/24	10/02/24	00426106718	MAINTENANCE	137.98			
				Total for Vendor - 196:	586.09	0.00	0.00	0.00
20188 BOX CONSTRUCTION LLC	09/12/24	10/02/24	2024-6	CONTRACT LABOR	2,550.00			
				Total for Vendor - 20188:	2,550.00	0.00	0.00	0.00
20189 CADENCE BANK-2012 BONDS	09/12/24	10/02/24	10/01/2024	2.6M GO Bond Payment	16,904.52			
				Total for Vendor - 20189:	16,904.52	0.00	0.00	0.00
307 CITY OF STARKVILLE	09/18/24	10/02/24	SEPT 2024-SRL	State Revolving Loan Repay	25,345.01			
				Total for Vendor - 307:	25,345.01	0.00	0.00	0.00
20320 COKER ENVIROMENTAL LABS	06/26/24	10/02/24	7533	TESTING	185.00			
20320 COKER ENVIROMENTAL LABS	08/05/24	10/02/24	7534	TESTING	370.00			
20320 COKER ENVIROMENTAL LABS	08/19/24	10/02/24	7535	TESTING	370.00			
20320 COKER ENVIROMENTAL LABS	09/02/24	10/02/24	7536	TESTING	185.00			
				Total for Vendor - 20320:	1,110.00	0.00	0.00	0.00
20362 CONSOLIDATED PIPE & SUPPL	09/05/24	10/02/24	MS0314140	MATERIALS	4,011.00			
20362 CONSOLIDATED PIPE & SUPPL	09/10/24	10/02/24	MS0314213	MATERIALS	33.00			
20362 CONSOLIDATED PIPE & SUPPL	09/11/24	10/02/24	MS0314254	MATERIALS	1,380.00			
				Total for Vendor - 20362:	5,424.00	0.00	0.00	0.00
20370 COOK SURVEYING & MAPPING	09/12/24	10/02/24	24-S-88	SURVEY	800.00			
				Total for Vendor - 20370:	800.00	0.00	0.00	0.00
496 EAST MISS LUMBER	08/23/24	10/02/24	13736/1	MATERIALS	63.40			
496 EAST MISS LUMBER	09/05/24	10/02/24	14556/1	MAINTENANCE	55.98			
496 EAST MISS LUMBER	09/06/24	10/02/24	14616/1	MAINTENANCE	70.00			

ACCOUNTS PAYABLE
AGING INVOICE

09/25/2024 1:40:59 pm

Beginning Date: 10/02/2024

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
496 EAST MISS LUMBER	09/06/24	10/02/24	14618/1	MAINTENANCE	55.98			
				Total for Vendor - 496:	245.36	0.00	0.00	0.00
504 ELEC MOTOR SALES/SERVICE	09/09/24	10/02/24	532243	MAINTENANCE	300.00			
				Total for Vendor - 504:	300.00	0.00	0.00	0.00
691 GATEWAY TIRE&SERVICE CEN	09/17/24	10/02/24	1018-203701	MAINTENANCE	781.68			
				Total for Vendor - 691:	781.68	0.00	0.00	0.00
20765 HYDRA SERVICE, INC.	09/09/24	10/02/24	181707	PUMP FITTINGS	316.00			
20765 HYDRA SERVICE, INC.	09/09/24	10/02/24	181708	PUMP FITTINGS	506.00			
				Total for Vendor - 20765:	822.00	0.00	0.00	0.00
2020 IT'S JUST ICE, INC.	09/09/24	10/02/24	24364	MAINTENANCE	202.44			
				Total for Vendor - 2020:	202.44	0.00	0.00	0.00
1010 JT RAY COMPANY	09/13/24	10/02/24	INV16357	COPIER SERVICE	90.06			
				Total for Vendor - 1010:	90.06	0.00	0.00	0.00
1205 LOWE'S	09/10/24	10/02/24	98162-NRCNEJ	SUPPLIES	29.41			
1205 LOWE'S	09/10/24	10/02/24	989756-NRCNDM	SUPPLIES	75.98			
1205 LOWE'S	09/18/24	10/02/24	977252-NSGVGR	SUPPLIES	60.72			
1205 LOWE'S	09/18/24	10/02/24	977589-NSGVHC	TOOLS	41.70			
				Total for Vendor - 1205:	207.81	0.00	0.00	0.00
21302 MOCKBEE ELLIS, P.A.	08/25/24	10/02/24	24335	LEGAL FEES	2,281.25			
				Total for Vendor - 21302:	2,281.25	0.00	0.00	0.00
21342 MS DEPT OF HEALTH	09/09/24	10/02/24	MS0530020-24 -86999	Annual Quality Analysis	40,000.00			
				Total for Vendor - 21342:	40,000.00	0.00	0.00	0.00
21329 NORTH CENTRAL LABORATOR	09/10/24	10/02/24	508943	LAB SUPPLIES	100.88			
21329 NORTH CENTRAL LABORATOR	09/10/24	10/02/24	508944	LAB SUPPLIES	35.52			
				Total for Vendor - 21329:	136.40	0.00	0.00	0.00
21531 O'REILLY AUTO PARTS	09/13/24	10/02/24	0997-383831	MAINTENANCE	42.45			
				Total for Vendor - 21531:	42.45	0.00	0.00	0.00
1525 OKTIBBEHA CO. CO-OP	09/10/24	10/02/24	1040085	EQUIPMENT	137.91			
1525 OKTIBBEHA CO. CO-OP	09/11/24	10/02/24	1040502	TOP SOIL	38.00			
				Total for Vendor - 1525:	175.91	0.00	0.00	0.00

ACCOUNTS PAYABLE

AGING INVOICE

Beginning Date: 10/02/2024

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1800 RACKLEY OIL, INC.	09/19/24	10/02/24	630977	MAINTENANCE	1,224.74			
				Total for Vendor - 1800:	1,224.74	0.00	0.00	0.00
1917 RONNIE JONES CONST, INC.	09/13/24	10/02/24	20242400	CRUSHED CONCRETE	2,000.00			
				Total for Vendor - 1917:	2,000.00	0.00	0.00	0.00
21892 S&N AIROFLO INC	09/09/24	10/02/24	19195	AERATOR RENTAL	6,000.00			
				Total for Vendor - 21892:	6,000.00	0.00	0.00	0.00
1961 THE SHERWIN WILLIAMS CO	09/09/24	10/02/24	4679-1	MAINTENANCE	509.21			
				Total for Vendor - 1961:	509.21	0.00	0.00	0.00
2098 ULINE	09/04/24	10/02/24	182666045	SAFETY SUPPLIES	464.21			
2098 ULINE	09/11/24	10/02/24	182929884	SUPPLIES	475.75			
				Total for Vendor - 2098:	939.96	0.00	0.00	0.00
1818 UNITED RENTALS, INC.	09/10/24	10/02/24	238371165-002	EQUIPMENT RENTAL	943.00			
				Total for Vendor - 1818:	943.00	0.00	0.00	0.00
2104 UPS	09/14/24	10/02/24	000012031F374	POSTAGE	38.77			
				Total for Vendor - 2104:	38.77	0.00	0.00	0.00
22111 USA BLUEBOOK	09/11/24	10/02/24	INV00480184	MATERIALS	137.95			
				Total for Vendor - 22111:	137.95	0.00	0.00	0.00
22202 WAYPOINT ANALYTICAL	09/12/24	10/02/24	04-1085022	TESTING	312.00			
				Total for Vendor - 22202:	312.00	0.00	0.00	0.00
1825 WELDING WORKS LLC	09/16/24	10/02/24	2237	MAINTENANCE	375.00			
				Total for Vendor - 1825:	375.00	0.00	0.00	0.00
				Grand Total:	\$ 111,844.00	\$ 0.00	\$ 0.00	\$ 0.00

ACCOUNTS PAYABLE
AGING INVOICE

09/25/2024 1:40:26 pm

Beginning Date: 10/02/2024

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
116 AMAZON CAPITAL SERVICES	09/02/24	10/02/24	ITKQ-793X-XYJY	SUPPLIES	130.28			
				Total for Vendor - 116:	130.28	0.00	0.00	0.00
143 ARTHUR J GALLAGHER RISK M	09/11/24	10/02/24	5282490	TVPPA Credit Insurance Renewal	5,100.00			
				Total for Vendor - 143:	5,100.00	0.00	0.00	0.00
134 ATWELL & GENT, P.A.	09/16/24	10/02/24	24-477	Engineering Services	14,735.00			
134 ATWELL & GENT, P.A.	09/16/24	10/02/24	24-478	Engineering Services	2,040.00			
134 ATWELL & GENT, P.A.	09/16/24	10/02/24	24-479	Engineering Services	800.00			
134 ATWELL & GENT, P.A.	09/16/24	10/02/24	24-480	Engineering Services	340.00			
134 ATWELL & GENT, P.A.	09/16/24	10/02/24	24-481	Engineering Services	1,360.00			
134 ATWELL & GENT, P.A.	09/16/24	10/02/24	24-482	Engineering Services	3,905.00			
				Total for Vendor - 134:	23,180.00	0.00	0.00	0.00
307 CITY OF STARKVILLE	09/18/24	10/02/24	SEPT 2024 TAX	Tax Equivalency	113,750.00			
				Total for Vendor - 307:	113,750.00	0.00	0.00	0.00
510 EDWARD KEMP	09/12/24	10/02/24	08142024-08152024	TVA VALLEY VISION MEETIN	446.56			
				Total for Vendor - 510:	446.56	0.00	0.00	0.00
560 EVERYDAY LAND MANAGEME	09/15/24	10/02/24	109293	Landscape Maintenance	5,097.17			
				Total for Vendor - 560:	5,097.17	0.00	0.00	0.00
616 FUELMAN	09/16/24	10/02/24	NP67116542	FUEL	1,571.55			
616 FUELMAN	09/23/24	10/02/24	NP67145881	FUEL	2,085.74			
				Total for Vendor - 616:	3,657.29	0.00	0.00	0.00
1232 KEMP CONSULTING LLC	09/04/24	10/02/24	0000046	Contract Services	2,900.00			
1232 KEMP CONSULTING LLC	09/04/24	10/02/24	0000047	Contract Services	1,885.00			
1232 KEMP CONSULTING LLC	09/04/24	10/02/24	0000048	Contract Services	4,712.50			
				Total for Vendor - 1232:	9,497.50	0.00	0.00	0.00
1287 MAXXSOUTH BROADBAND	09/06/24	10/02/24	09062024	INTERNET SERVICE	69.00			
				Total for Vendor - 1287:	69.00	0.00	0.00	0.00
1300 MS MUNICIPAL POWER AGENC	09/10/24	10/02/24	2405	MEMBERSHIP DUES	1,200.00			
				Total for Vendor - 1300:	1,200.00	0.00	0.00	0.00
1394 NARRATIVE 12 LLC	09/25/24	10/02/24	09/25/2024	SU Customer Com Monthly Retain	5,490.00			
				Total for Vendor - 1394:	5,490.00	0.00	0.00	0.00
1400 NESCO	08/27/24	10/02/24	S2681143.001	MATERIALS	503.49			

ACCOUNTS PAYABLE
AGING INVOICE

09/25/2024 1:40:26 pm

Beginning Date: 10/02/2024

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1810 REGION'S COMMERCIAL BANK	08/31/24	10/02/24	AUG 2024 2658	CREDIT CARD	503.49	0.00	0.00	0.00
				Total for Vendor - 1400:	2,372.03			
1887 S & S LINE SERVICE INC	09/13/24	10/02/24	2872	ROW Clearing	2,372.03	0.00	0.00	0.00
1887 S & S LINE SERVICE INC	09/13/24	10/02/24	2873	ROW Clearing	1,608.40			
1887 S & S LINE SERVICE INC	09/13/24	10/02/24	2874	ROW Clearing	4,416.30			
1887 S & S LINE SERVICE INC	09/20/24	10/02/24	2875	ROW Clearing	5,712.10			
1887 S & S LINE SERVICE INC	09/20/24	10/02/24	2876	ROW Clearing	1,608.40			
1887 S & S LINE SERVICE INC	09/20/24	10/02/24	2876	ROW Clearing	4,032.10			
1887 S & S LINE SERVICE INC	09/20/24	10/02/24	2877	ROW Clearing	5,947.20			
				Total for Vendor - 1887:	23,324.50	0.00	0.00	0.00
1823 SUNSTAR INSURANCE SERVICE	09/18/24	10/02/24	1394418	SURETY BOND	175.00			
1823 SUNSTAR INSURANCE SERVICE	09/18/24	10/02/24	1394419	SURETY BOND	175.00			
				Total for Vendor - 1823:	350.00	0.00	0.00	0.00
2117 UTILITY MAINT SPECIALIST IN	09/10/24	10/02/24	5653	Substation Testing & Maintenance	13,352.00			
2117 UTILITY MAINT SPECIALIST IN	09/24/24	10/02/24	5673	Substation Testing & Maintenance	4,883.31			
				Total for Vendor - 2117:	18,235.31	0.00	0.00	0.00
2300 WALMART COMMUNITY BRC	09/19/24	10/02/24	1658050736	SUPPLIES	84.69			
				Total for Vendor - 2300:	84.69	0.00	0.00	0.00
				Grand Total:	\$ 212,487.82	\$ 0.00	\$ 0.00	\$ 0.00



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: October 1, 2024
PAGE: 1

SUBJECT:

Requesting permission for an emergency repair for Engine 4. Per Empire Truck Sales, LLC in Columbus, MS the DPF filters have reached the end of their life span. Recommendation is replacing DPF filters and resetting ash volume accumulator. Also, the truck needs servicing as well. The estimated cost for the repair and servicing the truck will be \$7,733.87.

AMOUNT & SOURCE OF FUNDING

Account: 001-261-630-360 Vehicle & Equipment Repair & Maintenance

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Fire Department

DIRECTOR'S

AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION:

Move for approval for Empire Truck Sales, LLC to perform the emergency repair and servicing for Engine 4. The estimated cost for the repair and servicing the truck will be \$7,733.87.



EMPIRE TRUCK SALES, LLC

4679 S FRONTAGE RD / COLUMBUS, MS 39701
6623280821 / E-Mail: info@empiretruck.com
MON-FRI 7:00AM-5:30PM / SAT 7:00AM-12:00PM / SUN CLOSED

Jackson	MS	601-939-5000	Brookhaven	MS	601-835-4400
Meridian	MS	601-482-5575	Mobile	AL	251-330-0088
Columbus	MS	662-328-0820	Slidell	LA	985-641-4000
Hattiesburg	MS	601-584-1100	Monroe	LA	318-345-5000
Biloxi	MS	228-365-0000	Pensacola	FL	850-316-9000
			(MV 94205)		
			MossyHead	FL	850-951-2100
			(MV 94817)		

Bill-To 56617 Owner CITY OF STARKVILLE - AUTO MAINT

CITY OF STARKVILLE - AUTO MAINT
110 WEST MAIN STREET

STARKVILLE, MS 39759

6623232525

Vehicle Unit ID 267563

Claim Number

V.I.N

54F2FB61XLWM12661

Customer Fleet ID

ENGINE 4

Year

2020

Make

AVENGER

Model

FIRETRUCK

Estimate

EE005011227

P.O. Number

REQ

Invoice Date

Date In	Date In Service	Mileage	Bill Type	Terms	Writer	Reviewer
09/11/2024	12/31/99	24,771	SR	NET10	053145	

Estimate Operations

Job #1 #00-ELD

SINGLE LINE ITEM REPAIR

Condition C/E LIGHT ON, CHECK AND ADVISE

Cause DPF FILTERS HAVE REACHED END OF THEIR LIFE SPAN

Correction TRUCK CAME IN FOR CHECK ENGINE LIGHT ON. I CONNECTED COMPUTER AND PULLED FAULT CODES. FOUND CODE 3720 FMI 15 (AFT 1 DPF ASH LOAD PERCENT) ACTIVE. I TRIED TO RUN A PARKED REGEN, BUT IT WOULD NOT COMPLETE. I FOLLOWED TROUBLESHOOTING AND IT STATED TO REPLACE DPF FILTERS. I RECOMMEND REPLACING DPF FILTERS AND RESETTNG ASH VOLUME ACCUMULATOR.

Qty	Item	Description	Price	Extended
LABOR TO PERFORM REPAIRS				2,400.00
1	005C/5579360	KIT, PARTICULATE FILTER	3,499.22	3,499.22
1	EED	ELECTRONIC SOFTWARE/PC DIAGNOSTIC CHARGE	50.00	50.00
1	frt	SHIPPING AND HANDLING	200.00	200.00
Total Labor		2,400.00	Total Parts/Others	3,749.22
			Total	6,149.22

Job #2 #00-020

PM "A" SERVICE LEVEL

Condition PM "A" SERVICE LEVEL **, APPLY 15% DISCOUNT

Cause COMPLETED PM "A" SERVICE

Correction I performed my pm inspection during which I found there was a coolant leak I found the leak and tightened the hose clamp issue was resolved everything else was fine.

Qty	Item	Description	Price	Extended
LABOR TO PERFORM REPAIRS				0.00
22	0050/TX-QTBULK	15W40 ENG OIL	7.15	157.30
1	005F/FG LF14009NN	FILTER, OIL FILTER COMBO SP *D	131.23	131.23
1	005F/FG FF63054NN	NONRETURNABLE-FUEL FILTER *D	96.47	96.47
SERVICE AS PER PM FORM - ATTACH TO HARD CARD				
Total Labor		0.00	Total Parts/Others	385.00
			Total	385.00



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Hattiesburg	MS	601-584-1100	Monroe	LA	318-345-5000
Biloxi	MS	228-365-0000	Pensacola	FL	850-316-9000
			(MV 94205)		
			MossyHead	FL	850-951-2100
			(MV 94817)		

Bill-To 56617 Owner CITY OF STARKVILLE - AUTO MAINT

CITY OF STARKVILLE - AUTO MAINT
110 WEST MAIN STREET

STARKVILLE, MS 39759

6623232525
Vehicle Unit ID 267563
Claim Number

V.I.N
54F2FB61XLWM12661

Customer Fleet ID ENGINE 4
Year 2020
Make AVenger
Model FIRETRUCK

Estimate

EE005011227

P.O. Number

REQ

Invoice Date

Date In	Date In Service	Mileage	Bill Type	Terms	Writer	Reviewer
09/11/2024	12/31/99	24,771	SR	NET10	053145	

Estimate Operations (Cont.)

Job#3 #20-010

ENG COOLING SYSTEM

Condition THERMOSTAT STICKING, RUNS UP TO AROUND OVERHEATING THEN TEMP DROPS AND THEN RUNS FINE, CHECK AND ADVISE

Cause COOLANT TEMP SENSOR SHORTED

Correction TRUCK CAME IN WITH A COMPLAINT OF ENGINE OVERHEATING INTERMITTANTLY. I RAN TRUCK UP TO OPERATING TEMP AND WATCHED ENGINE TEMP GAUGE. TEMP GOT ABOVE 210 THEN STARTED TO BACK DOWN. IT FINALLY SETTLED AT AROUND 200. IT APPEARS THE COOLANT IS CYCLING AND THE TEMP IS NOT OVERHEATING. I RECOMMEND REPLACING THE COOLANT TEMP SENSOR, LETTING TRUCK RUN UP TO TEMP AND VERIFY READINGS TO VERIFY REPAIR.

Qty	Item	Description	Price	Extended
		LABOR TO PERFORM REPAIRS		665.00
1	005C/4954905	SENSOR, TEMPERATURE	31.80	31.80
Total Labor		665.00	Total Parts/Others	31.80
			Total	696.80

Job#4 #00-INCBW

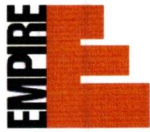
ITEMS NOT COVERED BY WARRANTY

Condition ITEMS NOT COVERED BY WARRANTY **

Cause

Correction

Qty	Item	Description	Price	Extended
		LABOR TO PERFORM REPAIRS		0.00
Total Labor		0.00	Total Parts/Others	0.00
			Total	0.00



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Meridian	MS	601-482-5575	Mobile	AL	251-330-0088
Columbus	MS	662-328-0820	Slidell	LA	985-641-4000
Hattiesburg	MS	601-584-1100	Monroe	LA	318-345-5000
Biloxi	MS	228-365-0000	Pensacola	FL	850-316-9000
			(MV 94205)		
			Mossyhead	FL	850-951-2100
			(MV 94817)		

Bill-To 56617
CITY OF STARKVILLE - AUTO MAINT
110 WEST MAIN STREET
STARKVILLE, MS 39759

Owner CITY OF STARKVILLE - AUTO MAINT

V.I.N
54F2FB61XLWM12661

6623232525
Vehicle Unit ID 267563
Claim Number

Customer Fleet ID ENGINE 4
Year 2020
Make AVENGER
Model FIRETRUCK

Estimate

EE005011227

P.O. Number

REQ

Invoice Date

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09/11/2024	12/31/99	24,771	SR	NET10	053145	

Estimate Operations (Cont.)

Job #5 #00-INCBPMP

ITEMS NOT COVERED BY PM PRICING

Condition ITEMS NOT COVERED BY PM PRICING **

Cause

Correction

Qty	Item	Description	Price	Extended
LABOR TO PERFORM REPAIRS				0.00
1	005F/FG FS1098	FILTER - FUEL/WATER SEPERAT *D	105.51	105.51
-1	MISC	15% DISCOUNT ON PM SERVICE	57.75	-57.75
1	HDMG	HEAVY DUTY MOLY 3% EP GREASE	25.99	25.99
Total Labor		0.00	Total Parts/Others	73.75
			Total	73.75



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Biloxi	MS	228-365-0000	Pensacola	FL	850-316-9000
			(MV 94205)		
			Mossy Head	FL	850-951-2100
			(MV 94817)		

Bill-To 56617
CITY OF STARKVILLE - AUTO MAINT
110 WEST MAIN STREET
STARKVILLE, MS 39759

Owner CITY OF STARKVILLE - AUTO MAINT

V.I.N
54F2FB61XLWM12661

6623232525
Vehicle Unit ID 267563
Claim Number

Customer Fleet ID ENGINE 4
Year 2020
Make AVENGER
Model FIRETRUCK

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09/11/2024	12/31/99	24,771	SR	NET10	053145	

TERMS AND CONDITIONS OF SALE

- Payment Terms. All balances are due on delivery or on the 10th of the month following the purchase at the option of Empire. A finance charge of 1 1/2% per month or the maximum permitted by law whichever is less will be added to all balances past due. Customer is responsible for any present or future excise, sales, use or other tax applicable to the sale or use of the goods or services purchased hereunder, and agrees to defend, indemnify and hold Empire harmless of and from any claim or demand for same.
 - Forum Selection Clause and Choice of Law. To the extent any matter is not covered by arbitration as provided below, the exclusive venue for any proceeding relating in any manner to this invoice, any transaction with Empire (or any person or entity associated with Empire) or Customer's business relationship with Empire and Customer will be a state court in Rankin County, Mississippi (except for claims relating to facilities located outside of Mississippi, then in the county where such facility is located), or in any federal court having jurisdiction over such county. All disputes arising out of or related to this transaction shall be governed by the laws of the State of Mississippi.
 - Disclaimer of Warranties and Limitation of Liabilities. To the fullest extent permitted by law, Empire hereby expressly disclaims all warranties, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Empire neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said goods or services. The liability of Empire for all claims in contract, tort (including negligence and products liability) or otherwise arising out of or resulting from the purchase of the goods and/or services shall not exceed the price to Customer allocable to the good or service which gives rise to the claim, and in no event shall Empire's liability exceed the total purchase price of this invoice. In no event shall Empire be liable for any incidental, consequential, punitive, exemplary, indirect, or special damages including, but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits, or loss of use. Any warranties on the product sold hereby are those made by the manufacturer which shall be the sole and exclusive remedy, whether in contract, warranty, tort or strict liability.
 - Cost of Collection. In the event Customer defaults in the payment of the amount due herein, Customer agrees to pay for all costs of collection, including without limitation, all court costs and attorneys' fees.
 - Arbitration Agreement and Waiver of Jury Trial. Empire and Customer hereby agree to this arbitration agreement ("Arbitration Agreement").
 - CLAIMS AND DISPUTES COVERED. Except for those claims described below under the heading "MATTERS NOT COVERED BY ARBITRATION," Empire and Customer agree that either party may elect to resolve by BINDING ARBITRATION all claims and disputes between us ("Covered Claims"). This includes, but is not limited to: all claims and disputes arising out of, in connection with, or relating to Customer's business relationship with Empire; any and all invoices, transactions, solicitations, all documents, promotions, or advertising; any actions or omissions relating to this or any other matter between Empire and Customer; whether any such claim must be arbitrated; the validity and enforceability of this Arbitration Agreement and this agreement; any alleged fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance or rule; any claim or dispute based on any alleged tort (wrong), including intentional torts; and any claim for injunctive, declaratory or equitable relief.
 - COVERED CLAIMS AGAINST THIRD PARTIES. This Arbitration Agreement also covers any claim or dispute between Customer and any of Empire's employees, officers, agents or directors; any of its affiliate entities; any third parties related to the transaction; and any of the employees, officers, agents or directors of such affiliates or third parties. In addition, if Empire becomes a party in any lawsuit that Customer has with any third party, whether through intervention by Empire or by motion made by Customer or any third party, all claims in that lawsuit between Customer and the third party will be subject to binding arbitration under this Arbitration Agreement, provided that the third party is required to agree to resolve such claims by arbitration.
 - MATTERS NOT COVERED BY ARBITRATION. Customer agrees that Empire does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin, or foreclosure, but instead may proceed in court for those judicial remedies (an "Excluded Collateral Lawsuit"). Customer may assert in court any defenses Customer may have to Empire's claims in an Excluded Collateral Lawsuit, but any claim or counterclaim for rescission or damages Customer may have arising out of, relating to, or in connection with Empire's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Empire or Customer also have the option to bring a lawsuit in court to seek to recover an amount which does not exceed the total sum of \$25,000 (including costs and attorneys' fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claims in that lawsuit be arbitrated. If such an Excluded Damages Lawsuit is filed by Customer or Empire, and any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than \$25,000, then that claim, counterclaim, cross-claim or third party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither Customer nor Empire shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies, or by having filed any claims including but not limited to an Excluded Damages Lawsuit in a court.
 - ARBITRATION FORUM AND RULES. The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and shall be conducted by the AAA or any other arbitrator selected by mutual agreement of the parties. The arbitration shall be conducted in Rankin County, Mississippi (except for claims relating to facilities located outside Mississippi, then in the county where such facility is located). All fees and charges of the Arbitrator shall be shared equally provided, however, that the Arbitrator may award reimbursement of such costs to the prevailing party. Each party shall also pay for its own costs, including fees for attorneys, experts and witnesses, unless otherwise provided by law or section 4 above, to the extent permitted by applicable law.
- TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH EMPIRE AND CUSTOMER ARE VOLUNTARILY WAIVING ANY RIGHT TO AN ADJUDICATION BY A COURT OF LAW (INCLUDING TRIAL BY JURY) OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT.

If there are problems with this repair visit, we must be contacted immediately in order to expedite the follow up procedures

TERMS: STRICTLY CASH, APPROVED ACCOUNT

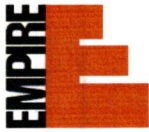
I, Customer, hereby acknowledge receipt of the above described goods and/or receipt of the item(s) on which services were performed in the specified quantities and prices and agree to pay Empire Truck Sales, LLC (Empire) as set forth herein. By signing this form or by taking possession of the goods and/or the item(s) on which services were performed or by otherwise accepting the same, I agree to and accept the terms and conditions of sale set forth above, including but not limited to the forum selection clause, disclaimer of warranties, limitation of liabilities, and binding arbitration provisions. Customer authorizes the repair to be performed along with the use of necessary materials. Empire employees may operate equipment for purposes of testing, inspection or delivery, at Customers risk. An express mechanics lien is acknowledged on the repaired equipment to secure the amount of repairs thereto. It is agreed that Empire assumes no responsibility for loss or damage by theft or fire to equipment placed with Empire for storage, sale, repair or while field testing.

* This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. In Florida: F.S. 403.1718 Mandates a \$1.00 fee for each new tire sold. F.S. 403.7185 Mandates a \$1.50 for each new or remanufactured battery sold. Workmanship is guaranteed for 90 days after the repair is completed. Parts are warrantied per manufacturer.

Misc. Charges	218.24
Merchandise	4,021.53
Labor:	3,065.00
Sublet:	0.00
Prepay:	0.00
Misc Supplies:*	429.10
Taxes:	0.00
Total:	7,733.87

Please Remit Payment to:
Empire Truck Sales, LLC
PO Box 54325
Jackson, MS 39288-4325

RECEIVED BY:



EMPIRE TRUCK SALES, LLC

4679 S FRONTAGE RD / COLUMBUS, MS 39701
6623280821 / E-Mail: info@empiretruck.com
MON-FRI 7:00AM-5:30PM / SAT 7:00AM-12:00PM / SUN CLOSED

Jackson	MS	601-939-5000	Brookhaven	MS	601-835-4400
Meridian	MS	601-482-5575	Mobile	AL	251-330-0088
Columbus	MS	662-328-0820	Slidell	LA	985-641-4000
Hattiesburg	MS	601-584-1100	Monroe	LA	318-345-5000
Biloxi	MS	228-365-0000	Pensacola	FL	850-316-9000
			(MV 94205)		
			Mossyhead	FL	850-951-2100
			(MV 94817)		

Bill-To 56617 Owner CITY OF STARKVILLE - AUTO MAINT
CITY OF STARKVILLE - AUTO MAINT
110 WEST MAIN STREET
STARKVILLE, MS 39759
6623232525
Vehicle Unit ID 267563
Claim Number
V.I.N
54F2FB61XLWM12661
Customer Fleet ID ENGINE 4
Year 2020
Make AVENGER
Model FIRETRUCK

Estimate

EE005011227

P.O. Number

REQ

Invoice Date

Date In	Date In Service	Mileage	Bill Type	Terms	Writer	Reviewer
09/11/2024	12/31/99	24,771	SR	NET10	053145	

!!!!RECEIVE THIS INVOICE/STATEMENT/ESTIMATE BY EMAIL!!!!

EMAIL US AT CREDITETS@EMPIRETRUCK.COM

THERE WILL BE A 3% CREDIT CARD FEE / NO CREDIT CARDS WILL BE TAKEN OVER THE PHONE



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: October 1, 2024
PAGE: 1

SUBJECT:

Requesting permission to accept the Hazardous Material Emergency Preparedness Grant. Awarded by U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration. The amount of this grant is \$20,949.64, with 80/20 match. The equipment for this grant will be purchased upfront and the SFD will be reimbursed 80%. This grant will be used for (4) Dell Laptops, Flow Test Kit, and gas detection monitors. The grant match is \$4,189.93.

AMOUNT & SOURCE OF FUNDING FY25 Equipment Budget

AUTHORIZATION HISTORY:

.

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION:

Move for approval to accept the Hazardous Material Emergency Preparedness Grant. Awarded by U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration. The amount of this grant is \$20,949.64, with 80/20 match. The equipment for this grant will be purchased upfront and the SFD will be reimbursed 80%. This grant will be used for (4) Dell Laptops, Flow Test Kit, and gas detection monitors. The grant match is \$4,189.93.



State of Mississippi

TATE REEVES

Governor

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

STEPHEN C. McCRAVEY

EXECUTIVE DIRECTOR

September 16, 2024

Ms. Kristen Campanella
Oktibbeha County EMA
106 West Main Street Suite 2
Starkville, MS 39759

Re: 693JK32240013HMEP Hazardous Materials Emergency Preparedness Grant

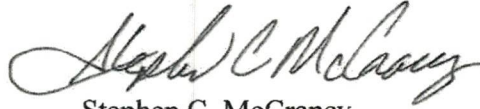
We are pleased to inform you that the above referenced Hazardous Materials Emergency Preparedness Grant (HMEP) has been approved and funded as indicated on the attached Program Agreement. The State of Mississippi was awarded \$289,566 for year 3 of the FY2022 – FY2025 HMEP Grant Program. There is no applicable indirect cost rate for the above-mentioned federal award. Details of the award are as follows:

- **Federal Awarding Agency:** U.S. Department of Transportation, Pipeline Hazardous Materials Safety Administration
- **Federal Award Identification Number:** 693JK32240013HMEP
- **Federal Award Date:** September 13, 2024
- **Federal Award Project Description:** Training emergency responders and funding planning activities such as commodity flow studies, tabletop exercises and emergency response plan development
- **Assistance Listings Number and Title:** 20.703 Interagency Hazardous Materials Public Sector Training and Planning Grant

The enclosed HMEP Subrecipient Program Agreement identifies the total amount of the federal award obligated to the subrecipient.

The enclosed HMEP Program Agreement should be signed and returned to this office prior to commencing any activities under your grant. The Program Agreement should be signed and returned to this office no later than September 30, 2024. Should you have any questions, please contact Donna Gray.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen C. McCraney". The signature is fluid and cursive, with the first name "Stephen" being more prominent.

Stephen C. McCraney
Executive Director

Enclosure

**HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT
PROGRAM AGREEMENT**

GRANTOR: U.S. Department of Transportation/ Pipeline and Hazardous
Materials Safety Administration

RECIPIENT: Mississippi Emergency Management Agency

SUB-RECIPIENT: Oktibbeha County LEPC

GRANT PERIOD: October 1, 2024 – September 30, 2025

AWARD AMOUNT: \$ 16,759.71

As the State of Mississippi's recipient of the Hazardous Materials Emergency Preparedness Grant (HMEP), the Mississippi Emergency Management Agency (MEMA), hereby awards HMEP funds to the above Sub-recipient. The interest and responsibilities of the Sub-recipient will be executed by the Sub-recipient's designated applicant's agent.

The Sub-recipient agrees and understands that:

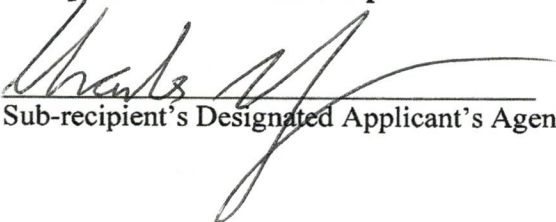
1. The amount indicated by this agreement is a subaward
2. All equipment approved for funding will be used for planning, training and/or exercise purposes only. Operational use is strictly prohibited.
3. He/She has legal authority to apply for these funds on behalf of the Sub-recipient.
4. The Sub-recipients must provide the required 20% matching funds, (cash match only).
5. The Sub-recipient will use HMEP funds solely for the purposes for which these funds are provided and as approved by the Executive Director of MEMA.
6. The Sub-recipient will complete the Grant Project Progress Report and submit it to MEMA within thirty days following each quarter; reimbursements will not be processed until this report is submitted.
7. All reimbursement payments will be made after MEMA receives all required reimbursement documentation (a cover letter requesting reimbursement, a copy of all invoices and, a copy of all checks).
8. All requests for reimbursements must be submitted to MEMA no later than November 30, 2025.

9. If applicable, the Sub-recipient will complete the Federal Funding Accountability and Transparency Act (FFATA) form and return it to MEMA.
10. The Sub-recipient will give state and federal agencies access to and the right to determine all records and documents related to the use of HMEP funds.
11. The Sub-recipient will comply with all applicable provisions of federal and state laws and regulations in regard to procurement of goods and services.
12. If requested, the Sub-recipient will provide the recipient copies of audit reports that include funds provided under this agreement.
13. The Sub-recipient agrees all expenditures incurred will be during the period of performance as listed.
14. The Sub-recipient agrees to complete a final Grant Project Progress Report when the project is completed.
15. There shall be no changes to this agreement unless mutually agreed upon, in writing, by both parties to the agreement.

If the Sub-recipient violates any of the conditions of the agreement, or applicable federal and state regulations, the State shall notify the Sub-recipient that HMEP funds will be withheld until such violation has been corrected to the satisfaction of the State.

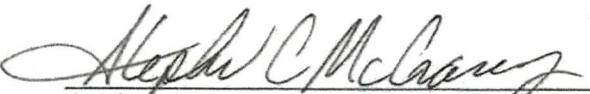
The undersigned does hereby agree with all terms and conditions of this agreement.

Acceptance for the Sub-recipient:


Sub-recipient's Designated Applicant's Agent

9/18/24
Date

APPROVED: State of Mississippi


Stephen C. McCraney, Executive Director
Mississippi Emergency Management Agency

9/16/2024
Date

Task/Activity #1	Flow Test Kit for FD to assist with training & exercise		
Who	Starkville Fire Department		
What	Elkhart NFPA Flow Test Kit		
Where	Multi-Jurisdictional County/City		
When	Q1 – Q4		
Why	To accurately test the ability to measure flow/pressure on hose lines.		
How Many	1		
How Much	\$6,844.71		
Task/Activity #2	Purchase Drager X-Dock Modules		
Who	Starkville Fire Department		
What	Drager X-Dock 6600, Module X-am 125+ & Module X-am 8000+		
Where	Multi-Jurisdictional County/City		
When	Regularly with shift personnel		
Why	To provide documented, detailed evaluations of data & analytics of Hazmat gas detections and results.		
How Many	1		
How Much	\$8,044.93		
Task/Activity #3	Purchase computers for Hazmat Response		
Who	Starkville Fire Department		
What	Dell Latitude 7440		
Where	Multi-Jurisdictional County/City		
When	Regularly with shift personnel or as needed		
Why	To evaluate & disseminate data & analytics of Hazmat gas detections as needed.		
How Many	4		
How Much	\$6,060.00 (4 @ 1,515.00 ea.)		
		(100%) TOTAL	(80%) FEDERAL
			(20%) MATCH
Narrative:	Consultants/Subcontractor Total	\$0	\$0
	Goods and Services Total	\$20,949.64	\$16,759.71
			\$4,189.93
Narrative:	Travel/Per Diem Total	\$0	\$0
	Total Project Costs:	\$20,949.64	\$16,759.71
			\$4,189.93
Narrative: Equipment will close the capability gap of on-scene efficiency of response, collection, and surveillance during CBRNE incidents identified through annual multi-jurisdiction LEPC training and exercise activities			

Donna Gray

Program Specialist Team Leader



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 10/01/2024
PAGE: 1

SUBJECT: Request authorization for Ken Britt to travel to Hammond, LA to attend the Small Town Jobtown Fire Conference October 16 – 19, 2024 at an approximate cost of \$950.00 (meals, registration and hotel).

AMOUNT & SOURCE OF FUNDING This amount will be paid from the Training Fund (001-263-600-390).

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 Ken Britt to travel to Hammond, LA to attend the Small Town Jobtown Fire Conference October 16 – 19, 2024 at an approximate cost of \$950.00 (meals, registration and hotel).



Find my tickets

Log In

Sign Up



Search events

Starkville



Thursday, October 17



Small Town Jobtown Fire Conference 2024

Join us for our 2nd Annual "Smalltown Jobtown Fire Conference!" Three full days of learning from some of the biggest names in the industry!



By Small Town F.O.O.L.S. 15 followers
15 followers

Follow

\$150 - \$200

Get tickets

 October 17 · 8am - October 19 · 5pm CDT

Location

 War Memorial Student Union Southeastern Louisiana University
303 Union Avenue Hammond, LA 70402
[Show map](#) ✓

Refund Policy

Contact the organizer to request a refund.
Eventbrite's fee is nonrefundable.

About this event

 Event lasts 2 days 9 hours

The Small Town F.O.O.L.S are proud to announce that we will be hosting our 2nd annual **"Smalltown Jobtown Fire Conference"** in October 2024. The conference is scheduled for October 17th-19th, 2024 at the War Memorial Student Union Southeastern Louisiana University.

You will join with other attendees and experience presentations from at least nine prominent "Into The Job" fire service professionals. We are working hard to make this conference an event that everyone will enjoy, remember, and repeat into the future.

We are excited to bring you presentations from the following instructors for our three (3) full days of learning.

There are several hotels from the following brands within two to three miles of the event location which sits at the cross roads of Interstate 12 and Interstate 55.

- Courtyard by Marriott

\$150 - \$200

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: October 01, 2024

Page: 1

SUBJECT:

Request approval to hire Chay Oswalt as a Digital Forensic Analyst, Greg Sockwell as a Police Officer, and Abigail Shaw as a Dispatcher in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Chay Oswalt – non-exempt salary for a Digital Forensic Analyst, @ \$42,500.00 (\$20.43 per hour) based on 2080 hours per year.

Greg Sockwell - non-exempt salary for a Police Officer III, @ \$55,918.78 (\$25.01 per hour) based on 2236 hours per year.

Abigail Shaw - non-exempt salary for a Dispatcher, @ \$34,832.65 (\$16.75 per hour) based on 2236 hours per year.

LINE ITEM

Budgeted from line item # 001-201-420-103

AUTHORIZATION HISTORY:

These are replacement positions that were previously held by Matthew Lasker, Emily Milano who resigned, a new position budgeted in the fiscal year 2024/2025.

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 Chay Oswalt as a Digital Forensic Analyst, Greg Sockwell as a Police Officer, and Abigail Shaw as a Dispatcher in the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 01, 2024
Page: 1

SUBJECT:

Request for Authorization to Hire Bailey Wofford as Water Operations Manager for the Starkville Utilities Department

AMOUNT & SOURCE OF FUNDING:

Bailey Whitmon - Exempt salary of \$89,500 (\$45.51 per hour) based on 2,080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2024/25 budget. The position is funded 100% from the Water Division, Acct. 601.40.

AUTHORIZATION HISTORY:

This is a replacement for the position previously held by Gary Hyche, who resigned.

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 to approve the hiring of Bailey Wofford as Water Operations Manager for the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 01, 2024,
Page: 1

SUBJECT:

Request authorization to assign Mary Williams as the Engineering Manager for Starkville Utilities Department

AMOUNT & SOURCE OF FUNDING:

Mary Williams - Exempt salary of \$108,000 (\$51.92 per hour), based on 2,080 hours annually.

FISCAL NOTE:

Funds for this position are included in the fiscal year 2024/25 budget. The position will be funded by the following:

40% Water Distribution and Collection, 30% Wastewater Treatment, 20% Water Treatment and 10% Electric

This is a consolidation of the Capital Projects Manager and Systems Engineer- Water roles and by realigning personnel within the reporting structure. This role is responsible for all Capital Improvement projects for both water, wastewater and electric divisions. It is also responsible for the System Engineer responsibilities for Water and Sewer divisions which include the following: system analysis and capacity oversight, private development coordination and oversight, system mapping, system maintenance and improvement construction projects, and engineering related assistance and coordination with the operational division.

AUTHORIZATION HISTORY:

Recent employee resignations provided an opportunity to reassess our staffing structure. Over the past several weeks, we have engaged in regular meetings to identify opportunities and challenges within the division, discuss efficiency needs and improvements, and explore ways to create a more modern division. We strategically evaluated the future needs of the Utilities Department over the next 5-10 years to understand staffing requirements aligned with maintaining system reliability, supporting growth and execution of the capital improvement projects.

Combining the responsibilities of the Capital Projects Manager and Systems Engineer-Water will enhance operational efficiency and accountability. This new alignment is expected to reduce reliance on contracted services, generate cost savings, and facilitate succession planning, cross-training, and improved community engagement.

Additionally, with the cost savings from combining positions, we will hire an entry level Engineer to assist with studies, utility master planning, system modeling, geographic information systems (GIS), and the development of the City's water utility design and construction standards.

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 to approve to assign Mary Williams as the Engineering Manager for Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 1, 2024
Page: 1

SUBJECT:

Request authorization to hire Heather Wood as a Deputy Court Clerk in the Municipal Court Department.

AMOUNT & SOURCE OF FUNDING:

Heather Wood - 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 Chyanh Hornburger who resigned.

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 Heather Wood as a Deputy Court Clerk in the Municipal Court Department.



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

AGENDA ITEM DEPT.: Parks & Recreation
AGENDA DATE: October 1, 2024
PAGE: Page 1 of 2

SUBJECT:

Consideration of approving Change Order #1 for the Travis Outlaw Center Floor Refinishing Project in the amount of a \$4,400 increase to the contract with Roberson Floor Service.

SUMMARY:

This change order is for an additional coat of sealer to the gym floor as well as additional repairs required to the floor.

Funding Source: Account 375-551-907-942

REQUESTING DEPARTMENT: Parks & Recreation

DIRECTOR'S AUTHORIZATION: Doug Heflin

FOR MORE INFORMATION CONTACT:

Doug Heflin @ 662-323-2294 or dheflin@sportsfacilities.com

Chris Williams @ 662-323-2525 ext 3122 or c.williams@cityofstarkville.org

Stephen Kachelman @ 662-323-2525 ext 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move for approving Change Order #1 for the Travis Outlaw Center Floor Refinishing Project in the amount of a \$4,400 increase to the contract with Roberson Floor Service.

Proposal

Page No. _____ of _____ Pages

Roberson Floor Service

1289 Highway 82 East
Indianola, Ms. 38751
(662)887-4477

PROPOSAL SUBMITTED TO Starkville Park and Recreation		Attn: Chris Williams	PHONE 662-323-2294	DATE 09/11/2024
STREET			JOB NAME	
CITY, STATE and ZIP CODE Starkville, MS 38759			JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE cell-228-380-1204	

We hereby submit specifications and estimates for:

Balance of original contract. \$ 4,200.00

Apply one extra coat of Gym Finish

to floor. 2,200.00

Extra work to repair floors. 2,000.00

Total \$ 8,400.00

We proposal hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

Eight Thousand Four Hundred Dollars and 00/100 dollars(\$ 8,400.00).

Payment to be made as follows:

To be paid as per P.O.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized
Signatures

Note: This proposal may be withdrawn by us if not accepted within _____ days

Acceptance of Proposal- 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.

Signature _____

Date of Acceptance: _____

Signature _____



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: OCTOBER 1, 2024
PAGE: 1 of 1**

SUBJECT:

REQUEST AUTHORIZATION TO AMEND THE APRIL 16, 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 GOV DEALS WITH THE PROCEEDS GOING TOWARDS THE STATE FORFEITED FUNDS LINE ITEM.

AMOUNT & SOURCE OF FUNDING:

LINE ITEM

STATE FORFEITED FUNDS LINE ITEM #001-000-334-126

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

MOVE AUTHORIZATION TO AMEND THE APRIL 16, 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 GOV DEALS WITH THE PROCEEDS GOING TOWARDS THE STATE FORFEITED FUNDS LINE ITEM.



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

**AGENDA DATE: October 1, 2024
PAGE: 1**

SUBJECT: Request approval of renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division.

AMOUNT & SOURCE OF FUNDING: 2023 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

See the attached proposal from DIC, which is a member owned division of TVPPA and handles all insurance for the Electric Division of Starkville Utilities. A full copy of the proposal can be provided if desired.

A summary of the insurance along with a copy of the premium comparison as compared with last year's premium is attached. Our policy increased by approximately 6% as compared with last year's premium.

SUGGESTED MOTION:

Move approval of renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division.



Insurance | Risk Management | Consulting

Arthur J Gallagher Risk Management Services LLC

Remittance Details

To Pay Online: WWW.AJG.COM/EZPAY

Mail: Arthur J Gallagher Risk Management Services LLC
PO Box 39735
Chicago, IL 60694-9700

Overnight: Arthur J Gallagher Risk Management Services LLC
Address Xerox C/O BMO Harris
Lockbox 39735
141 W Jackson Blvd. Suite 1000
Chicago, IL 60604

ACH/Wire:

Bank Name: Harris Bank NA
Address: 320 S Canal Street Chicago, IL 60606
Account Name: Arthur J Gallagher Risk Management Service LLC
Account Number: 1778232
ABA Number: 071000288
Swift Code: HATRUS44

Important: If sending an ACH you must send the payment
remittance details to Gallagher Accounts Receivable -
GGB.US.Receivables@ajg.com

Arthur J. Gallagher Risk Management Services, LLC
Atlanta, GA 30338
Phone: (678)393-5200

DUNBE1

Invoice #	5282490	1 of 1
ACCOUNT NUMBER	DATE	
CITYOFS-18	9/11/2024	
BALANCE DUE ON	AMOUNT DUE	
10/1/2024	\$5,100.00	

Starkville Utilities
200 N. Lafayette
Starkville, MS 39759



Insurance | Risk Management | Consulting

Interested in convenient installment payments for your premium?
Contact your client service manager today for premium financing options.

Credit	PolicyNumber:	5128756	Company:	Effective:	10/1/2024 to	9/30/2025
Item #	Trans Eff Date	Due Date	Trans	Description	Amount	
35608480	10/1/2024	10/1/2024	RENB	TVPPA Credit Insurance Renewal	\$5,100.00	
Total Invoice Balance:					\$5,100.00	



Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

DUNBE1

Starkville Utilities
200 N. Lafayette
Starkville, MS 39759

Invoice #	5282490
ACCOUNT NUMBER	DATE
CITYOFS-18	9/11/2024
BALANCE DUE ON	AMOUNT DUE
10/1/2024	\$5,100.00
AMOUNT PAID	

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, LLC
PO Box 39735
Chicago, IL 60694-9700



Insurance | Risk Management | Consulting

PAY ONLINE AT: WWW.AJG.COM/EZPAY



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

**AGENDA DATE: October 1, 2024
PAGE: 1**

SUBJECT: Request authorization to declare a 20' tilt trailer (VIN Last 4 digits: 6740) as surplus and sell on Govdeals or another surplus venue.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This trailer was damaged beyond reasonable repair in the incident on Washington Street. The insurance company declared it a total loss and we were anticipating them taking it for salvage value; however, they did not want to take it and left it for us.

This is to declare surplus of the trailer and dispose of it.

SUGGESTED MOTION:

Move approval to declare 20' tilt trailer as surplus and sell on Govdeals or another surplus venue.



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

**AGENDA DATE: October 1, 2024
PAGE: 1**

SUBJECT: Request to approve lowest quote from Magnolia Pump and Equipment to rebuild the Fairbank Morse pump motor for the Trim Cane lift station in the amount of \$7,439.00.

AMOUNT & SOURCE OF FUNDING: 2024 Budget

FISCAL NOTE:

Quote 1 Magnolia Pump and Equipment, Inc.	\$7,439.00
Quote 2 Cooper Electric	\$9,945.44
Quote 3 Electric Motor Sales and Service	\$12,500

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This is to repair one of the three pumps at the Trim Cane lift station- it is currently non-operational.
Three quotes were received and this was the lowest quote.

SUGGESTED MOTION:

Move approval of the lowest quote from Magnolia Pump and Equipment, Inc. to rebuild the Fairbank Morse pump pump for the Ernest E. Jones Wastewater Treatment Plant in the amount of \$7,439.00.



Purchase Requisition Form

W.E. CONNECT

Requestor Thomas Ware

Date 9/23/24

Job #

Vendor Magnolia Pump & Equipment

Vendor Contact (Name) Riley Renvenutti

Phone#/Email 601-331-2747

CHECK ALL APPLICABLE BOXES

☐ Electric Division

☐ Water Division

☐ 600 - Water Distribution

☒ 700 - Wastewater Treatment

☐ 800 - Water Treatment

☐ 900 - Sewer Collection/Rehab

☐ Material/Supplies

☐ Tools

☒ Service(s)

☐ Equipment Purchase

☐ Equipment Rental

☐ Source of Supply

☐ Capital Project

☒ Quotes Attached

Brief Description Complete Rebuild to Fairbank Morse Pump

#	Vendor / Mfg #	Material Description	Qty	UOM	\$ Per	\$ Totals
1		Rewind	1	--	\$ 2,675.00	\$ 2,675.00
2		Seals	1	--	\$ 1,462.00	\$ 1,462.00
3		Bearings	1	--	\$ 1,402.00	\$ 1,402.00
4		Labor	1	--	\$ 1,900.00	\$ 1,900.00
5				--		\$ 0.00
6				--		\$ 0.00
7				--		\$ 0.00
8				--		\$ 0.00
TOTAL:					\$ 7,439.00	\$ 7,439.00

Approvals

Print

Date

Sign

PO#

Print

Date

Sign

Magnolia Pump & Equipment Inc.



PLEASE NOTE OUR ADDRESS

BMW PUMP & EQUIPMENT, LLC
dba Magnolia Pump & Equipment
P. O, Box 411
Long Beach, MS 39560
601-331-2747

ESTIMATE

Date	Estimate #
9/23/2024	9385

Name / Address

Starkville, City of
101 Lampkin Street
Starkville, MS 39759

				Rep
				SM
Item	Description	Qty	Rate	Total
PARTS LABOR TOTAL COST	BMW Quote # 4604			
	COMPLETE REBUILD TO PUMP. DISASSEMBLE AND INSPECT ALL PARTS. CHECK ALL FITS. PROVIDE AND INSTALL NEW BEARINGS, SEALS AND ORINGS. CORE TEST STATOR IRON. BALANCE ROTOR AND IMPELLER. REWIND STATOR WITH INVERTER DUTY WIRE AND INSULATE WITH EPOXY. ASSEMBLE, TEST AND PAINT.			
			0.00	0.00
			0.00	0.00
	TOTAL COST	1	7,439.00	7,439.00
***** ANY ADDITIONAL PARTS OR LABOR THAT IS REQUIRED TO PROPERLY REPAIR PUMP WILL BE QUOTED UPON THE OPEN AND INSPECTION.				
PRICE IS VALID FOR 15 DAYS. - FREIGHT TO BE ADDED			Subtotal	\$7,439.00
Phone #	Fax #	Sales Tax (0.0%)		\$0.00
2288630677	228-864-4470	Total		\$7,439.00



Motor & Pump Sales & Service
102 Katie Street - Richland, MS - 39218
(601) 939-2497

Quote

Quote Number

RQ2260

Attn

cc

Phone:

Fax:

Customer Information

City of Starkville
110 West Main Street
Starkville, MS 39759

Ship To Information

City of Starkville
110 West Main Street
Starkville, MS 39759

Quote Date: 9/23/2024

Customer ID: C30084

Quoted By: Matt Cooper

RFQ #:

Salesperson: Marcus Payne

Terms: Net 30

Nameplate Information

ID	E4881	Submersible Pump-Model	N050D2324C3V 1131A
Submersible Pump-Make	Fairbanks Morse	Submersible Pump-Serial #	10695726

Quote Information

Ship Via: Best Way

Required Work: Complete Submersible Rebuild
Rewind
Bearing Kit, Seal Kit, Oring Kit, Oil
Balance Rotor
Coreloss Stator
Repot Cord Cap/Junction Box Assembly
New Power Cord
New Control Cord
Disassemble
Clean & Inspect Parts
Reassemble, Test & Paint
1 Year Warranty

Does Not Include Machine Work or Hardparts

Comments:

	Pick Up On	Lead Time	Total Price
Work Based on Straight Time:			\$9,945.44

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
We Are not Responsible For Items Left Over 60 Days.
Due to extraordinary market conditions, pricing is subject to change without notice.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

PO# (If not yet issued) _____

<< QUOTE >>



ELECTRIC MOTOR SALES & SERVICE
PO BOX 2225
COLUMBUS, MS 39704
UNITED STATES
(662)-327-1606

PAGE 1

QUOTE DATE 9/9/2024
QUOTE NO 86158

S 000145
O STARKVILLE UTILITIES
L ACCTS PAYABLE
D P.O. BOX 927
T STARKVILLE, MS 39760
O

S 000001
H STARKVILLE UTILITIES
I WASTEWATER TREATMENT PLANT
P 305 SAND RD
T STARKVILLE, MS 39759
O

TOTAL DUE 12,500.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP NO
105		10/9/2024	9/9/2024	00093974	9/9/2024	

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	SHIP DATE
-------------------	----------------	----------	-----------

NET 30

ITEM ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
REPAIR ESTIMATE	0		1.00	0.00	12,500.000	12,500.00

FAIRBANKS MORSE PUMP; ID #N050D2324C3V 1131A
S/N 10695726
50 HP 460 VOLT 1770 RPM 320T FRAME

INCLUDES:

DISASSEMBLE & INSPECT ALL PARTS
FURNISH & INSTALL NEW BEARINGS, SEALS & O-RINGS
CORE TEST STATOR
BALANCE ROTOR & IMPELLER
REWIND STATOR
ASSEMBLE, TEST & PAINT

DOES NOT INCLUDE ANY ADDITIONAL PARTS OR REPAIRS
DEEMED NECESSARY UPON DISASSEMBLY & INSPECTION

We appreciate your business.

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	12,500.00	0.00	0.00	0.00	12,500.00
TOTAL DUE					12,500.00



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

**AGENDA DATE: October 1, 2024
PAGE: 1**

SUBJECT: Request authorization to renew contract with Brislin, Inc for HVAC maintenance at the Starkville Utilities main office.

AMOUNT & SOURCE OF FUNDING: FY 25 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 company that we have been using for a while to provide maintenance on the HVAC system for the Starkville Utilities main office. This is a proposal to renew the service and maintenance contract. The total renewal is \$5,500 for annual maintenance.

SUGGESTED MOTION:

Move approval to renew contract with Brislin, Inc for maintenance at the Starkville Utilities main office.

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO:



200 North Lafayette
Starkville, MS 39759

BY:

BRISLIN, INC.
4051 Military Road
Columbus, MS 39705

FOR:

HVAC Services from
September 1, 2024 to August 31, 2025

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 four (4) 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 September 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 multi-pleated Merv-10 filters, and replacing belts, if applicable.
2. Three (3) inspection services, which includes replacing filters and visual inspection of coils.

Your cost of this Maintenance Agreement:

\$5,500.00 per year plus tax;

Invoiced in equal installments of \$1,375.00 following the completion of each service or inspection.

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: _____

Title: _____

Date: _____

HVAC MAINTENANCE / INSPECTION CHECKLIST

CUSTOMER: STARKVILLE ELECTRIC
ADDRESS: 200 NORTH LAFAYETTE
CITY/STATE: STARKVILLE, MS
CONTACT: SABRINA 662-722-0089
NOTES: 3 UNITS - NOVEMBER SERVICE – 1ST MSA
L.S. ON: 08/24/24 **WO#**

✓ COMPLETE	- NOT REQUIRED	N/A – NOT APPLICABLE
------------	----------------	----------------------

1. Clean drain pan & lines. Add algaecide tablets.
2. Check performance & service of all major components.
-Document any deficiencies found.
3. Lubricate moving parts needed.
4. Check refrigerant charge & record. (annually or as needed)
5. Test amperage & voltage & record. (annually or as needed)
6. Inspect for oil & refrigerant leaks. Document any leaks found.
7. Check operating & safety controls & adjust or repair as needed.
8. Check air distribution temperatures & record.
9. Inspect condenser & evaporator coils.
10. Wash evaporative & condenser coils (*coil cleaner OR water*)
11. Clean/brush evaporative coils
12. Tighten electrical connections on equipment as needed
13. Check belts & drives, tighten as needed
14. Replace belts (if required)
15. Check temperature control system & make minor repairs.
-Document any deficiencies found
16. Check & adjust economizer linkage & controls (if applicable)
17. Replace filters & wash air filters (includes OSA filters)
18. Check heating section & controls. - Document any deficiencies found.

REMARKS:



Weather Conditions	
☐ Rainy	☐ Clear
☐ Cloudy	☐ Partly Cloudy
☐ Humid	
☐ Outside Temp	☐ Inside Temp (Avg)

Filters / Belts	
2) 20X24X2	1) A33
2) 12X24X2	1) A34
18) 20X20X1	

CUSTOMER'S SIGNATURE

DATE

SERVICE MANAGER

TECHNICIAN'S SIGNATURE

DATE

SCHEDULED DATE

Report Selections:

Site ID: 200NLAFAYE

Equipment: ALL

Site Status:

Equipment Status:

Active

Active

Equipment Notes?

Component Notes?

Yes

No

Warranty Details?

No

No

BRISLIN, INC.

Detail Site Equipment Listing Sorted by Site

Equipment	Description	Status	Type	Make	Model	Serial Number	Location	Year Installed
Site: 200NLAFAYE (STARKVILLE ELECTRIC DEPT.)								
01	SYSTEM #01	Active	ERV				FIRST FLOOR	
ID	Description	Location		Install Date	Make	Model	Serial#	
CA	CASSETTE UNIT	OFFICE 195				PLFY-P08NCMU-E	95 M 0 0 16 4	
F2	FAN COIL UNIT	1ST FLOOR EAST HALLW				PEFY-P18NMSU-E	91 M 000 10	
F3	FAN COIL UNIT	TELLER WOMEN'S				PEFY-P24NMSU-E	8XM 00 117	
F4	FAN COIL UNIT	112 STORAGE ROOM				PEFY-P30NMHU-E	88W0132	
FC	FAN COIL UNIT	BREAK ROOM 160				CMB-P1013NU -GA (G)	9 6 W 0 0 4 9 4	
FU	FAN COIL UNIT	RM 180 METER STORAGE				PEFY-P18NMSU-E	91 M 000 14	
H2	HIGH WALL	2ND FLOOR WEST STAIR				PKFY-P12NHMU-E	9 7A006260	
H3	HIGH WALL	RM 110 RECOR STORAG				PKFY-P12NHMU-E	9 7 A 0 0 6 27	
HP	HEAT PUMP				MITSUBISHI	PURY-P144TGMU-A	88W00462	
HW	HIGH WALL	1ST FLOOR WESTSTAIR				PKFY-P12NHMU-E	9 7 A 006 2 1 D	
Equipment Notes:								
6) 20X20X1								
02	SYSTEM #02	Active	ERV				SECOND FLOOR	
ID	Description	Location		Install Date	Make	Model	Serial#	
BC	DISTURBATION BOX					CNC-PO1BNJ-GA	96 W 0 0 4 9 5	
C3	CASSETTE UNIT	215 OFFICE				PLEY-P08NCMU-E	95 M 0 0 1 78	
C4	CASSETTE UNIT	GENERAL MANAGER				PLEY-P08NCMU-E	95 M 0 0 157	
C5	CASSETTE UNIT	OFFICE AREA				PLFY-P08NCMU-E	95 M 0 0 158	
CA	CASSETTE UNIT	OFFICE 295				PLFY-P08NCMU-E	95 M 0 0 17 7	
CS	CASSETA UNIT	LOBBY 240				3-nWONZId-A-Id	20600 WX8	
CU	???						8XM 0 0 1 1 6	
F2	FAN COIL UNIT					PEFY-P18NMSU-E	91 M 00001	
F3	FAN COIL UNIT	230 STORAGE ROOM				PEFY-PSONMMHU-E	88W01322	
FC	FAN COIL	HALLWAY				PEFY-P18NMSU-E	91 M 00004	
H3	HIGH WALL	2ND FL EAST STAIR WE				PKFY-P12NHMU-E	9 7 A 0 0 6 1 3	
H4	HIGH WALL	1ST FL EAST STAIR WE				PKFY-P18NFMU-E	8 Y A 0 0 6 7 6	
HP	HEAT PUMP						39W0043	
HW	MINI-SPLIT HIGH WALL	ELECTRIC RM 242			MITSUBISHI	PURY-P126TGMU-A		
IN	MINI-SPLIT - INDOOR					PKFY-P18NFMU-E	8 X A 0 0 3 3 9	
MS	MINI SPLIT	230 FILE ROOM				LSN36OHV3 S	401KABF00197	
03	SYSTEM #03	Active	COND			LSU36OHV3	402KAHG00089	
ID	Description	Location		Install Date	Make	Model	Serial#	
CU	COND UNIT				TRANE			
VE	VENTILATOR	MECH RM 171				4TTA3048A3000BA	9424W195F	
Equipment Notes:								
2) 20X24X2								
2) 12X24X2								
1) A33								
004SC65577-00/0								

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