



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
November 5, 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 NOVEMBER 5, 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 OCTOBER 1, 2024 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 11, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 15, 2024 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: Utility Workshops

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

A. SECOND PUBLIC HEARING OF AMENDING THE ORDINANCE 2021-07 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 AND TO ADD THE REQUIREMENTS FOR BUSINESSES THAT SERVE ALCOHOL TO PROVIDE SECURITY AND INSTALL CAMERAS AND FOR OTHER RELATED PURPOSES.

B. PUBLIC HEARING AND CONSIDERATION OF VA 24-04: A REQUEST FOR A VARIANCE FROM FRONT AND REAR SETBACK REQUIREMENTS LOCATED AT 200 PILCHER STREET IN A TN-E ZONING DISTRICT.

C. FIRST PUBLIC HEARING TO AMEND THE UNIFIED DEVELOPMENT CODE.

D. PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS OF PROPERTIES (222 SANTA ANITA, 815 W MS HWY 12, 100 MARTIN LUTHER KING JR DRIVE AND LOT 5B & PT LOT 5 & LOT 12 CITY BLOCK 10) 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.

- E. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 1443 FIRE STATION RD., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118 - 27-017.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING A RESOLUTION TO PLACE THE LIEN ON 617 WEST MAIN STREET THAT WAS PREVIOUSLY APPROVED FOR CLEANING AND/OR DEMOLITION.

B. CONSIDERATION OF APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE, OKTIBBEHA COUNTY ACTING THROUGH THE OKTIBBEHA COUNTY EMERGENCY MANAGEMENT AGENCY (LEPC) FOR THE ACCEPTANCE AND PAYMENTS FOR THE HAZMAT GRANT UNDER THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM (HMEP).

C. CONSIDERATION OF APPROVING THE TWO MEMORANDA OF UNDERSTANDINGS BETWEEN THE CITY AND MISSISSIPPI DEPARTMENT OF FINANCE FOR THE APPROPRIATION FUNDS ASSOCIATED WITH SECTION 10 OF SENATE BILL 2468, 2024 REGULAR LEGISLATURE SESSION, FOR COSTS ASSOCIATED WITH THE MAIN STREET PROJECT.

X. BOARD BUSINESS

A. CONSIDERATION TO RE-APPOINT MS. SOPHIA NICKELS, THE SOLE APPLICANT, TO FILL A VACANCY WITH THE HOUSING AUTHORITY BOARD FOR A FIVE-YEAR TERM ENDING NOVEMBER 6, 2029.

B. 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 2025B, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF \$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 2025B 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 2025B 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 2025B BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2025B BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025B BONDS; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025B BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2025B BONDS; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AMENDMENT 1 TO THE 2025 STREET IMPROVEMENT LISTING.

2. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE CITY OF STARKVILLE TREE MAINTENANCE TERM CONTRACT.

3. CONSIDERATION OF APPROVING THE LOW QUOTE IN THE AMOUNT OF \$17,306.50 FROM AMBIANCE LANDSCAPE FOR LANDSCAPING ON THE SOUTHWEST CORNER OF THE HIGHWAY 12 AND SPRING STREET INTERSECTION, IN FRONT OF EXPRESS CARE CLINIC.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 28, 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

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JONQUAVIOUS IVY AND TYLAN ODEN AS SEASONAL SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE MARK NANCE AS AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING / UTILITIES DEPARTMENT.
3. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY FOR A STARKVILLE SANITATION WORKER.
4. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY STARKVILLE POLICE CHIEF MARK BALLARD AS A RESULT OF A DISCIPLINARY ISSUE FOR A STARKVILLE POLICE OFFICER.
5. REQUEST AUTHORIZATION TO HIRE CURT WARD AS A LINEMEN IN STARKVILLE UTILITIES.
6. REQUEST AUTHORIZATION TO HIRE LANDON BENNETT, CALEB CISTRUNK, MORGAN FISHEL, QUAN'TERRIOUS JOHNSON, JOSH MCDONALD AND JOSHUA PFAHLER AS NON-CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
7. REQUEST FOR AUTHORIZATION TO HIRE MADISON AUDO AND AUTUMN WYLIE AS PART-TIME DISPATCHERS IN THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL FOR YEARLY RENEWAL OF STRATOCAST CAMERA STORAGE AND MONITORING SOFTWARE FOR POLICE DEPARTMENT CAMERAS.

2. REQUEST APPROVAL OF PURCHASE OF 5 CAMERAS FOR THE POLICE DEPARTMENT CAMERA PROJECT FOR THE LOWEST QUOTE AMOUNT OF \$19,940 FROM SECURITY SOLUTIONS.

I. PARKS

1. CONSIDERATION OF APPROVING CHANGE ORDER #1 FOR THE MCKEE PARK IMPROVEMENTS PROJECT IN THE AMOUNT OF A \$ 163,822.47 INCREASE TO THE CONTRACT WITH ETHOS CONTRACTING GROUP.
2. CONSIDERATION OF APPROVING A CONSULTING SERVICES CONTRACT WITH DD CONSULTING, LLC FOR A NOT TO EXCEED AMOUNT OF \$36,000.00 FOR CURRENT PARKS PROJECTS.

J. POLICE DEPARTMENT

1. POLICE

- a. CONSIDERATION TO DECLARE A 2013 DODGE CHARGER, VIN ENDING IN 4659 AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVDEALS.COM, DISCARD, OR SELL DIRECTLY TO A SCRAP DEALER.

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 INFLUENT PUMP STATION REHABILITATION PROJECT FROM HEMPHILL CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$1,481,630.00 WITH \$720,000 FROM AN ARC GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.
2. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM TRANSARMOUR INC. FOR 17 ELECTRIC TRANSFORMERS TO BE REBUILT IN THE AMOUNT OF \$19,725.00 WHICH ARE COMPATIBLE WITH CURRENT EQUIPMENT.
3. REQUEST AUTHORIZATION TO EXECUTE A SERVICE CONTRACT FOR PROFESSIONAL SERVICES FOR IT SUPPORT AND ASSISTANCE WITH SYNERGETICS, INC. DOING BUSINESS AS ENDEAVOR IT WITH A NOT TO EXCEED AMOUNT OF \$30,000.

4. CONSIDERATION OF APPROVAL TO AUTHORIZE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT AN APPALACHIAN REGIONAL COMMISSION (ARC) APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF STARK ROAD WASTEWATER IMPROVEMENTS.
5. REQUEST AUTHORIZATION OF TASK ORDER #1 WITH GARVER, LLC FOR THE DESIGN AND BID PHASE SERVICES RELATED TO THE HEADWORKS IMPROVEMENTS PROJECT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

Investigative proceedings

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 19, 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: 11-5-24
PAGE: 1 of 97

SUBJECT: Request approval of the minutes of the October 1, 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 October 1, 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
October 1, 2024**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 1, 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 remove items A and B under Mayor's business from consent. Alderman Moreland asked to add items F and G under Mayor's business to consent. There being no objections or additional changes, the Mayor called for a motion to approve the agenda with consent items as amended.

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

Alderman Rupp offered a motion, duly seconded by Alderman Beatty, to approve the October 1, 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, 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 and 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 \$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.
- 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 \$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.

- 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.
- G. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM WILLIAM WELLS IN THE AMOUNT OF \$8,477.32 TO REPLACE THE ENGINE IN THE STREET DEPT TRUCK 75 ONE TON DUMP TRUCK.

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 AN 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.

Consent items 2 – 23:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 3, 2024 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the September 3, 2024 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the September 13, 2024 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

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

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the proposal for Employee Medical, Dental and Vision Benefit Plans and Administrative Service Contract with Blue Cross Blue Shield (McGriff)” is enumerated, this consent item is thereby approved. Contract follows this page.

6. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution to support the Oktibbeha County Board of Supervisors in their Decision to seek alternatives to the County owned hospital” is enumerated, this consent item is thereby approved. The Resolution follows the item 5 contract.

7. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM WILLIAM WELLS IN THE AMOUNT OF \$8,477.32 TO REPLACE THE ENGINE IN THE STREET DEPT TRUCK 75 ONE TON DUMP TRUCK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from William Wells in the amount of \$8,477.32 to replace the engine in the Street Dept truck 75 one-ton dump truck” is enumerated, this consent item is thereby approved.

Two quotes: William Wells - \$8,477.32 and Parker CDJR - \$11,568.99



**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: Mayor

Date: 10.1.2024

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.

Administrative Services & Reinsurance

☐

New Group

☒

Renewal

1. Effective Date: 10/1/2024
2. Medical Administrative Fee Per Employee Per Month: \$ 36.00
3. Dental Administrative Fee Per Employee Per Month: \$ _____
4. Agent/Broker Commission Per Employee Per Month: \$ 15.00
5. Optional Services: (_____) \$ _____
6. Specific Stop-Loss Reinsurance Carrier (if applicable): Symetra
- A. Specific Stop-Loss Deductible: \$ 150,000
- B. Aggregating Specific Deductible: \$ _____
- C. Specific Stop-Loss Rates: Single \$ 35.65
EE+CH \$ 121.60
EE+SP \$ 121.60
Family \$ 121.60
Composite \$ 51.01
- D. Claims Basis: (Paid, 15/12 etc.) 36/12
- E. Lasered Deductible — Member Name: (employee) Member ID: _____ Amount: \$ 290,000
- F. Lasered Deductible — Member Name: _____ Member ID: _____ Amount: \$ _____
- G. Lasered Deductible — Member Name: _____ Member ID: _____ Amount: \$ _____
7. Aggregate Stop Loss: ☒ Yes ☐ No Aggregate Rate: \$ 7.56 Basis: 36/12
- Aggregate Monthly Factor: Single \$ 639.06
EE+CH \$ 1126.64
EE+SP \$ 1272.97
Family \$ 1912.02
Annualized Attachment Point: \$ _____
- Group: City of Starkville
- Date: 10.1.2024
- By: [Signature]
- Title: Mayor
- Notes/Contingencies: _____

THIS SECTION IS FOR BLUE CROSS & BLUE SHIELD OF MISSISSIPPI USE ONLY

Reinsurance Funding Arrangement:

Zero Cycles ☒ (Set Reinsurance Funding Code to "0") Three Cycles _____ (Set Reinsurance Funding Code to "3")

NOTE — NEW GROUPS AND GROUPS WITH NO REINSURANCE MUST BE SET TO ZERO CYCLES ("0")

There will be no 30 day cycle delay for the filing of reinsurance claims and placement on the Summary Claim Billing Statement for new groups and groups with no reinsurer.



BlueCross BlueShield
of Mississippi

It's good to be Blue.

Approved by Sr. VP of Consumer Marketing and Sales

____ (Initials) _____ (Date)

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:

[Signature]
Mayor
10.1.2024

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

Disease Specific Drugs

Effect January 1, 2024, Blue Cross & Blue Shield of Mississippi will increase the Disease Specific Drug maximum Co-payment from \$200 to \$350.

If your Health Plan provides Disease Specific Drug ("DSP") Benefits and has a maximum Co-payment less than \$350, BCBSMS asks you to consider increasing the maximum Co-payment to \$350. Below is an example of revised Benefit language. **(Note: Your Health Plan's DSP Benefit may differ from the example below. Please refer to your Benefit Plan booklet to review your DSP Benefit.)**

	<u>Network Provider</u>	<u>Non-Network Provider</u>
Disease Specific Drugs (Drugs must be provided by a Network Disease Specific Pharmacy or a Member's Non-Pharmacy Network Provider; have been Prior Authorized by the Company; and listed in the Disease Specific Drug Formulary)	100% after 10% of the Allowable up to \$350 Co-pay with a minimum \$100 Co-pay.	Not Covered

Unless you decline below, the Disease Specific Drug maximum Co-payment will apply to your covered employees and their covered dependents. If your Health Plan does not provide Benefits for Disease Specific Drugs, this change will not apply.

☐

Decline

Note to Account Executive or Agent. This form must be attached to and submitted with a Blue Form.

Group: _____

Agent or Account Representative

By: _____

Date: _____

Title: _____

Date: _____

**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 StreetStarkville
CityMS
State39759
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 City of Starkville MS on 10.1.24
City State DateFor the Applicant by [Signature]
SignatureLynn Spruill
Name (printed)Mayor
TitleAgent/Producer [Signature]
Signature Resident Licensed Agent/Producer where required by lawMickey 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:

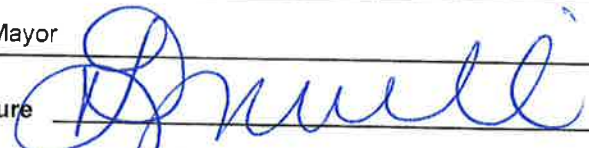
- I have CAREFULLY read and understand this Consent Agreement and accept it voluntarily and with full knowledge and agreement of its terms and conditions.
- I have read this Consent Agreement using computer hardware and software that meets the minimum hardware and software requirements described above. 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 10.1.2024

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"), MCGRIFF 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: MCGRIFF 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: MCGRIFF 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

**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.

Upon motion duly made by Alderman Jeffrey Rupp and seconded by Alderman Hamp Beatty, 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, Sr.	Voted: Yea


D. LYNN SPRUILL
MAYOR, CITY OF STARKVILLE



ATTEST: 
LESA HARDIN
CITY CLERK, CITY OF STARKVILLE

8. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval of 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” is enumerated, this consent item is thereby approved.

**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

9. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “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 an additional pedestrian signal pole and related wiring to bring the intersection into ADA compliance” is enumerated, this consent item is thereby approved.

10. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval 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 with a local match of \$2,032,000 over 3 years” is enumerated, this consent item is thereby approved.

11. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

12. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval to accept the Hazardous Material Emergency Preparedness Grant awarded by U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration in a reimbursable amount of \$20,949.64 with a local match of \$4,189.93, to be used for (4) Dell laptops, flow test kit and gas detection monitors” is enumerated, this consent item is thereby approved.

13. CONSIDERATION 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).

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval 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)” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE CHAY OSWALT AN AS A DIGITAL FORENSIC ANALYST, GREG SOCKWELL AS A POLICE OFFICER, AND ABIGAIL SHAW AS A DISPATCHER AT STARKVILLE POLICE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Chay Oswalt an as a Digital Forensic Analyst, Greg Sockwell as a Police Officer, and Abigail Shaw as a Dispatcher in the Starkville Police Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE BAILEY WOFFORD AS WATER OPERATIONS MANAGER FOR STARKVILLE UTILITIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval Hire Bailey Whitmon as Water Operations Manager” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO ASSIGN MARY WILLIAMS AS THE ENGINEERING MANAGER FOR STARKVILLE UTILITIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval to assign Mary Williams as the Engineering Manager for Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE HEATHER WOOD AS A DEPUTY COURT CLERK IN STARKVILLE MUNICIPAL COURT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Heather Wood as a Deputy Court Clerk” is enumerated, this consent item is thereby approved.

18. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval of 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 for an additional coat of sealer to the gym floor as well as additional repairs required to the floor” is enumerated, this consent item is thereby approved.

19. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO RENEW THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES- ELECTRIC DIVISION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO DECLARE A 20' TILT TRAILER (VIN LAST 4 DIGITS: 6740) AS SURPLUS AND SELL ON GOVDEALS OR ANOTHER SURPLUS VENUE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval to declare a 20' tilt trailer (VIN Last 4 digits: 6740) as surplus and sell on Govdeals or another surplus venue” is enumerated, this consent item is thereby approved.

22. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the 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” is enumerated, this consent item is thereby approved.

Quotes: Magnolia Pump and Equipment, Inc. -\$7,439.00 and Cooper Electric - \$9,945.44

23. CONSIDERATION TO RENEW THE CONTRACT WITH BRISLIN, INC FOR HVAC MAINTENANCE AT THE STARKVILLE UTILITIES MAIN OFFICE AT AN ANNUAL COST OF \$5,500.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the “approval to renew the contract with Brislin, Inc for HVAC maintenance at the Starkville Utilities main office at an annual cost of \$5,500.00” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill recognized the following new employees:

Utilities: Calvin Brown, Brad Davis, Max Mayfield, Erwin Peoples and Jacob Whatley.

Sanitation: Alex Bishop, Gladys Gibbs and Joy Landry. Street: Charles Jenkins

The Mayor also thanked all departments who assisted with Bulldog Bash, especially the police department for their weeks of planning.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern with homelessness in the City. He also noted the frustration of the citizens with Hwy 182 construction. The Mayor explained that the construction was necessary and asked for patience from the public until the area is renovated.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

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.

Officer Gabriel Steenwyk presented 701 Louisville Street. He and the Mayor noted the property had come into compliance in the last few days. The initial 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.

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

24. CONSIDERATION OF 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.

Alderman Sistrunk, duly seconded by Alderman Moreland, offered a motion for the Board of Aldermen 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 and that the city take action to maintain the landscape of this property. 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 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.

Officer Gabriel Steenwyk and Mayor Spruill reported that both lots had been sufficiently mowed and that no action was required by the City.

25. 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 \$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.

Alderman Beatty, duly seconded by Alderman Moreland, offered a motion approving a Resolution of the Mayor and Board of Aldermen of the City of Starkville, MS, 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. 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, 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 Hamp Beatty offered and Alderman Kim Moreland seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	voted: <u>yea</u>
Alderman Mike Brooks	voted: <u>yea</u>
Alderman Kim Moreland	voted: <u>yea</u>
Alderman Roy A'. Perkins	voted: <u>yea</u>
Alderman Jeffrey Rupp	voted: <u>yea</u>
Alderman Sandra C. Sistrunk	voted: <u>yea</u>
Alderman Henry N. Vaughn, Sr.	voted: <u>yea</u>

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



Publication Instructions:

Starkville Daily News

October 11, 2024; October 18, 2024; and, October 25, 2024

26. 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.

Alderman Beatty, duly seconded by Alderman Brooks, offered a motion authorizing 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. 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, 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 Hamp Beatty offered and Alderman Mike Brooks seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	voted: <u>yea</u>
Alderman Mike Brooks	voted: <u>yea</u>
Alderman Kim Moreland	voted: <u>yea</u>
Alderman Roy A'. Perkins	voted: <u>yea</u>
Alderman Jeffrey Rupp	voted: <u>yea</u>
Alderman Sandra C. Sistrunk	voted: <u>yea</u>
Alderman Henry N. Vaughn, Sr.	voted: <u>yea</u>

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



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)

27. 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.

Alderman Rupp, duly seconded by Alderman Brooks, offered a motion for the Board of Aldermen to call 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. 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.

28. 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 September 23, 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.

		Fiscal Year 2024	Fiscal Year 2025
General Fund	001	\$ 271,758.90	\$ 68,825.00
Airport Fund	015	23,078.09	3,025.00
Sanitation / Environ Services	022	18,407.04	19,248.11
Capital Projects Fund	300	8,865.91	
2022 GO Bonds	305	1,147,476.33	
Parks Capital Project Fund (2023)	312	996,806.10	
Spring St/Hwy 12 Linkage TAP	313	83,487.66	
Park and Rec Tourism	375	51,099.00	
BUILD Grant/ MS 182/MLK Dr	377	42.33	
Economic Dev, Tourism & Conv	630	142,121.65	
Sub Total Before Utilities		\$ 2,743,143.01	\$ 91,098.11
Utilities Dept.	SED	324,331.82	
Total Claims	Total	\$ 3,067,474.83	\$ 91,098.11

29. MOTION TO RECESS UNTIL OCTOBER 15, 2024 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to recess the meeting until October 15, 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 5th DAY OF NOVEMBER, 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
OCTOBER 11, 2024**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, October 11, 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 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.

Cole Lacey, Vice President of Venue Management for Sports Facilities Companies, along with Interim Park Director Doug Heflin, presented an overall review of the past year and future plans for Starkville Parks and activities. They also presented a fiscal year 2025 budget and calendar of events.

Josh Wooten, TVA Customer Relations Manager, presented an overview of the TVA pass through rate increase. He highlighted the TVA Capital Plan, increased demand for the area and increasing expenditure costs. Community Relations Specialist Carolyn Ward noted the value of attending Energy workshops being held in Starkville November 6 and 7 for customers to learn ways to save on electric bills.

The Mayor and members of the Board discussed items on the upcoming October 15, 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 5th DAY OF NOVEMBER, 2024.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK/CFO



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, OCTOBER 11, 2024**

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

The public and media are invited to attend.

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



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

OCTOBER 11, 2024

11:00 a.m.

- A. CALL THE WORK SESSION TO ORDER**
- B. PRESENTATION BY COLE LACEY OF SPORTS FACILITIES OF THE ANNUAL PLAN AND BUDGET FOR THE PARKS AND RECREATION DEPARTMENT.**
- C. UPDATE FROM JOSH WOOTEN ON THE TVA RATE INCREASE USE FOR CAPITAL PROJECTS.**
- D. DISCUSSION OF THE AGENDA ITEMS FOR THE OCTOBER 15, 2024, MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- E. ADJOURN WORK SESSION**



FY 24-25

BUSINESS AND OPERATING PLAN



Our Mission

Our Mission is to provide safe, diverse, and inclusive programs, leagues, special events, and partnerships to the entire Starkville community that will enrich their quality of life. We strive to operate attractive, clean, and safe parks, top-notch facilities for sporting opportunities, quality recreational programs, and events that benefit Starkville's physical, social, and economic vitality.

Our Vision

We strive to provide sports and recreation opportunities to promote mental and physical health and generate pride within the Starkville community.

STARKVILLE PARKS & RECREATION

405 Lynn Lane Starkville, MS 39759

662.323.2294 | starkvilleparksandrec@sportsfacilities.com | www.starkvilleparks.org

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EXECUTIVE SUMMARY

Starkville Parks and Recreation manages over 350 acres of public parks and numerous amenities, including 21 softball/baseball fields, 8 football/soccer fields, playgrounds, tennis/pickleball courts, and more. The department offers 7 youth sports programs, 4 adult programs, and hosts 4 city-wide holiday events and 30 sports tourism events. Additionally, Starkville Parks helps with 10 volunteer events in collaboration with local nonprofits, furthering community engagement.

In the 2024-2025 fiscal year, **Starkville Parks** aims to strengthen its level of service provided, bolstered by a growth in part-time staff, increasing the total workforce to 70 employees. Efforts are underway to improve retention through better job satisfaction initiatives, competitive benefits, and fostering a diverse workforce that reflects the community's demographics.

Youth Programs remain a priority, with participation nearly doubling in recent years. Initiatives like **Rec Plus Soccer** and partnerships with local clubs have expanded youth sports opportunities. The reopening of facilities, including the new **Needmore Center**, is also expected to drive increased program participation.

Facility rentals experienced a decline due to renovations, but the improvements scheduled for 2024-2025 are expected to reverse this trend, positioning Starkville's facilities as premier community hubs. Similarly, pool usage saw growth in 2024, with increased admissions and season passes, contributing positively to greater customer usage and satisfaction.

The **2024-2025 budget** is designed to align with strategic goals, with a focus on economic impact through sport tourism events, increased program participation, and expanded facility usage. Key capital projects to include multiple park and facility improvements, while long-term initiatives like an updated **Starkville Parks Master Plan** and **splash pad expansion** will further improve recreational opportunities.

By focusing on community engagement, facility improvements, expanded programming, and targeted marketing, Starkville Parks and Recreation is poised to generate an estimated **\$15 million in economic impact** while providing high-quality recreational experiences for residents.



GOALS & STRATEGIES

FY 24-25

Goal 1: Expand Community Involvement

- Create more community programs and events
- Establish better communication
- Collaborate with local organizations

Goal 2: Reform Our Revenue Growth

- Expand our food and beverage opportunities
- Improve our internal events
- Establish new Partnerships and Sponsorships

Goal 3: Optimize Our Financial Performance

- Better analyzation of our programs and events
- Enhance our labor usage
- Improve sponsorship opportunities and communications

Goal 4: Maximize Our Sports Tourism

- Continue to promote our facilities as premier locations for sports tourism
- Diversify and expand events
- Utilize strategic marketing activations to promote sports tourism

Strategies for 24-25

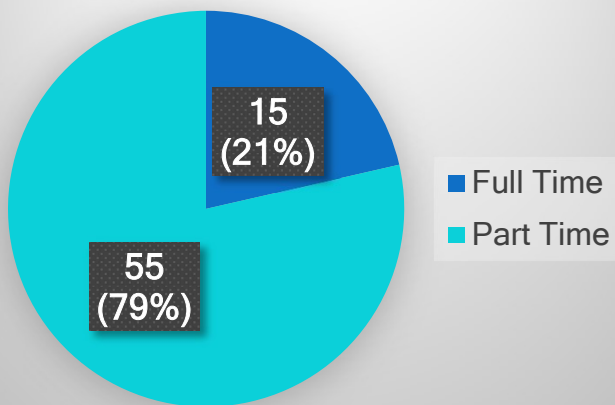
- To have over 25 rentals per facility
 - Annex overhaul improvements to boost rentals
 - Needmore Center opening for rentals
- Increase total program registration to exceed 3500
 - Expanding adult programs
 - Initiatives to improve communications
- Schedule 35 Sport Tourism Events
- Generate \$15M in economic impact dollars
- Recreation Master Plan by Sports Facilities Companies' Advisory Team





STAFF

Employees



Hiring

We are currently conducting a nationwide search to fill the General Manager role. In the meantime, our assistant GM, Doug Heflin has assumed the position of interim GM.

Doug Heflin
Interim General Manager

Joe Dan Baker
Maintenance Director

Valerie Hicks
Finance Manager

Kayla Davenport
Marketing Director

Eric Orsini
Operations Manager

Whitney McCarter
Food & Beverage Manager

Drew Campbell
Business Development Director



BUDGET 24-25

The total proposed budget for Starkville Parks and Recreation Department for the fiscal year 2024-2025 is 2.5M.

GL CODE	CATEGORY	FY 24-25
40000	REVENUE	
40199	PROGRAMMING	\$200,000.00
40299	MEMBERSHIPS	\$15,000.00
40399	FACILITY RENTALS	\$90,000.00
40499	EVENTS & TOURNAMENTS	\$50,000.00
40599	PARTIES	\$23,000.00
40610	FOOD & BEVERAGE	\$300,000.00
40899	OTHER REVENUE	\$222,000.00
49999	TOTAL REVENUE	\$900,000.00
50000	COST OF GOODS SOLD	
50199	PROGRAMMING	\$65,000.00
50299	MEMBERSHIPS	\$20,000.00
50399	FACILITY RENTALS	\$20,000.00
50499	EVENTS & TOURNAMENTS	\$35,000.00
50699	FOOD & BEVERAGE	\$150,000.00
50899	OTHER REVENUE	\$15,000.00
50910	LABOR	\$175,000.00
59999	TOTAL COGS	\$480,000.00
	PROFIT	\$420,000.00
60000	EXPENSES	
60199	ADVERTISING/MARKETING	\$60,000.00
60299	BANK/SERVICE CHARGES	\$20,000.00
60399	OFFICE EXPENSES	\$65,000.00
60499	INSURANCE	\$55,000.00
60599	MANAGEMENT COMPANY	\$420,000.00
60699	LABOR	\$1,100,000.00
60799	PAYROLL EXPENSES	\$250,000.00
61199	MAINTENANCE	\$380,000.00
61299	UTILITIES	\$188,000.00
69999	TOTAL EXPENSES	\$2,538,000.00
	NET OPERATING INCOME	\$(2,118,00.00)
70000	OTHER INCOME	
70210	SUBSIDY	\$1,698,000.00
70240	OTHER	\$420,000.00
70299	TOTAL OTHER INCOME	\$2,118,000.00
	NET INCOME	\$0.00

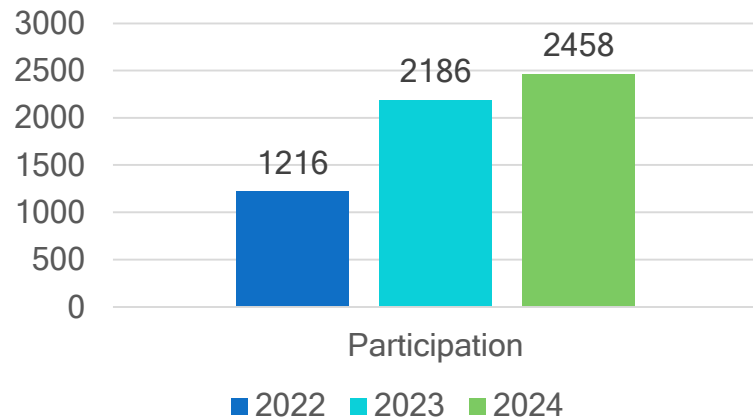


PROGRAMS

Youth Programs

- Soccer
- Flag football
- Softball
- Baseball
- Kickball
- Track
- Basketball
- Volleyball

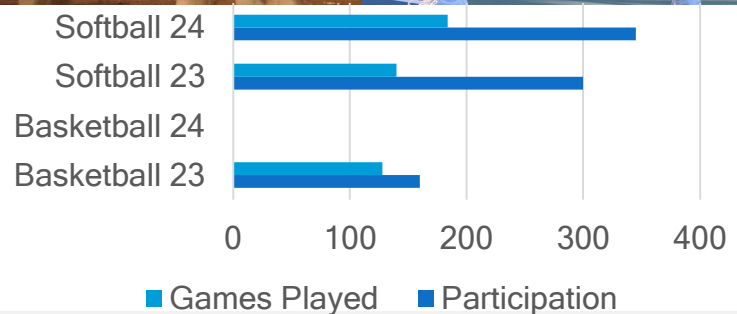
Starkville has seen for the third year in a row the remarkable increase in participation in youth programs from 1,216 individuals in 2022 to 2,458 in 2024 highlights a significant social trend towards greater engagement in community activities and events.



Adult Programs

- Basketball
- Kickball
- Softball
- Volleyball
- Pickleball
- Water Aerobics

McKee Park continues to stay busy with Pickleball participants almost every morning and every evening. We saw an increase in participation in adult softball, but due to the gym being closed for renovations we did not have an adult basketball league this year. We have plans for expanding our adult programs in the coming fiscal year.





FACILITIES

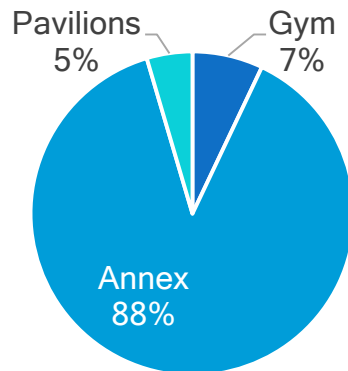
Facility Rentals

We had **241** total facility rentals for FY 23-24

Pavilions: 11

Gym: 17

Annex: 213



Pool Usage

Data Type	FY 22-23	FY 23-24
Entries	2135	3665
Family Pass	15	31
Single Pass	9	11
Swim Lessons	115	200
Parties & Events	0	8



We also introduced water aerobics in FY23-24.

Upcoming

- Needmore Center to open for rentals fall 2024.
- Birthday party packages are to be offered starting in fall 2024, to include bounce houses, basketball goals, and concessions add-ons.

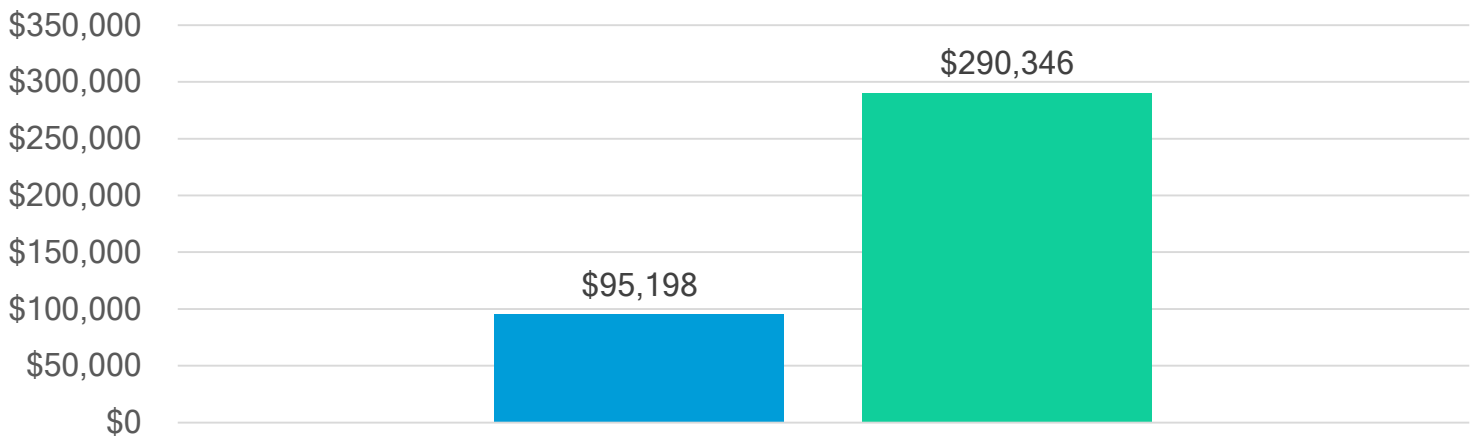


FOOD & BEVERAGE



Revenue Comparison

■ FY 22-23 ■ FY 23-24



Revenue



BUSINESS DEVELOPMENT

October 2023 – September 2024

Over the past fiscal year, we experienced significant growth in both the number and variety of events hosted. A total of thirty-nine events were contracted and staffed during this period, spanning a diverse range of activities, including baseball and softball tournaments, community celebrations, jamborees, semi-pro basketball, soccer tournaments, gun and ammo shows, a car show, pickleball tournaments, fundraisers, and adult softball tournaments.

Notably, we successfully reintroduced a competitive regional soccer tournament, securing commitments to host two per year at the Sportsplex moving forward. Adult softball also made a return, with partnerships formed to host two tournaments this year, and plans to expand to four in the upcoming fiscal year. Our two gun and ammo shows will continue to draw attendees from across northern Mississippi and western Alabama, further establishing Starkville as a regional hub for these events.

In our inaugural year of full functionality at Cornerstone Sports Complex, we hosted twenty-one tournaments and anticipate expanding that number to thirty in the next fiscal year. These events attracted significant out-of-state participation. For example, the Babe Ruth Regional Tournament held in July brought in visitors from Texas, Louisiana, Arkansas, Tennessee, Alabama, and Mississippi, many of whom stayed in Starkville for up to five days. The event was widely praised as setting a new standard for tournaments. Similarly, the Dizzy Dean Rec All-Stars tournament attracted teams from across Mississippi, including Southaven and Jackson, with many participants staying in town for the event's four-day duration.

The trajectory of Starkville Parks and Recreation's business development is clear. As we continue to carve out a reputation as a premier destination for sports and exhibition events, we are excited by the positive impact we can have on both our community and the broader region.





CALENDAR

FY 24-25 ACTIVITIES

Tentative – subject to change



EVENT	TYPE	DATE(S)	LOCATION
USFA	SOFTBALL	OCT 5-6	CORNERSTONE
WSL ADULT	SOFTBALL	OCT 12	SPORTSPLEX
USFA STATE TOURNAMENT	SOFTBALL	OCT 12-13	CORNERSTONE
GANN GUN SHOW	EVENT	OCT 11-12	TRAVIS OUTLAW CENTER
GRANDSLAM	BASEBALL	OCT 18-19	CORNERSTONE
GRANDSLAM	BASEBALL	OCT 25-26	CORNERTSONE
TRUNK OR TREAT	EVENT	OCT 28	CORNERSTONE
1 ST STEPS WALKATHON	CHARITY	NOV 3	CORNERSTONE
MEN'S HEALTH FUNDRAISER	PICKLEBALL	NOV 8-9	MCKEE PARK
DIAMOND LEGACY EVENT	SOFTBALL	NOV 9-10	CORNERSTONE
MSU TOURNAMENT	PICKLEBALL	NOV 15-16	MCKEE PARK
MERRY MOMENTS AT PARKS	EVENT	DEC 9-10	TRAVIS OUTLAW CENTER



CALENDAR

FY 24-25 ACTIVITIES

Tentative – subject to change

EVENT	TYPE	DATE(S)	LOCATION
GRAND SLAM	BASEBALL	FEB 22	CORNERSTONE
USFA	SOFTBALL	MAR 1	CORNERSTONE
USFA	SOFTBALL	MAR 15	CORNERSTONE
GRANDSLAM	BASEBALL	MAR 22	CORNERSTONE
SPLASH PAD OPENS	FACILITY	APR 1	JL KING PARK
USFA	SOFTBALL	APR 5	CORNERSTONE
SPRING EXTRAVAGANZA	EVENT	APR 7-8	TRAVIS OUTLAW CENTER
GRANDSLAM	BASEBALL	APR 12	CORNERSTONE
EASTER EGG HUNT	EVENT	APR 14	CORNERSTONE
USFA	SOFTBALL	APR 19	CORNERSTONE
USFA	SOFTBALL	APR 26	CORNERSTONE
TFC TOURNAMENT	SOCCER	MAY 3	SPORTSPLEX
GRANDSLAM	BASEBALL	MAY 3	CORNERSTONE
USFA	SOFTBALL	MAY 17	CORNERSTONE
POOL OPENS	FACILITY	MAY 24	MONCRIEF PARK
GRANDSLAM	BASEBALL	MAY 31	CORNERSTONE
GRANDSLAM	BASEBALL	JUN 7	CORNERSTONE
USFA	SOFTBALL	JUN 14	CORNERSTONE
GRANDSLAM	BASEBALL	JUN 21	CORNERSTONE
USFA	SOFTBALL	JUN 28	CORNERSTONE
4 TH OF JULY WEEKEND	EVENT	JUL 4	SPORTSPLEX
GRANDSLAM	BASEBALL	JUL 12	CORNERSTONE



MARKETING

Overview

The primary marketing and sponsorship focus for 2024-2025 is to promote economic growth and further improve our reputation within the community through better communication by increasing brand awareness, optimizing financial performance, and maximizing sports tourism.

Goal 1:

Increase Brand Awareness: Develop tailored content and outreach strategies to connect with targeted audience segments, enhance community engagement, and strengthen communication channels to enhance brand visibility.



Strategy: Provide regular, intentional communication to the local/regional community about the park progress, activities, and news.

Goal 2:

Optimize Financial Performance: Implement strategic internal budget management and build strong partnerships with local businesses and organizations to secure sponsorships that provide financial support and resources for programs and events.



Strategy: Network with the local businesses and organizations and utilize targeted press releases, media posts, and publications to reach potential sponsors and partners.

Goal 3:

Maximize Sports Tourism: Position our parks and facilities as premier destinations for sports tourism, attracting regional and national events that drive economic growth and community pride.



Strategy: Make a splash in the industry with custom press releases, earned media, publications, and other activations.



CITY PROJECTS



City Projects

Improvements to our parks:

- JL King Park
- McKee Park
- Sportsplex Complex
- Josey Park
- Moncrief Park
- Park Signs

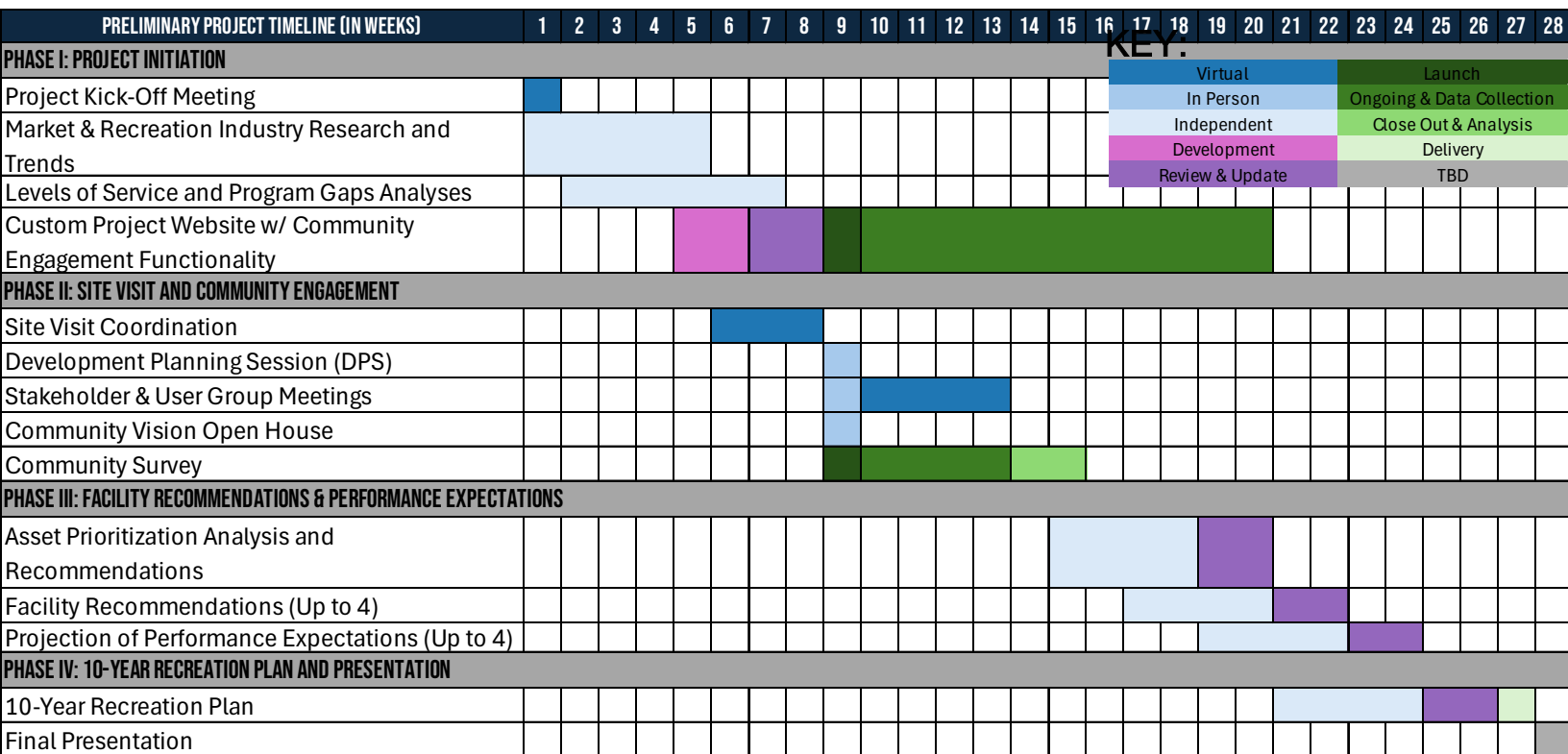




MASTER PLAN

Focus of Plan

- What is the current capacity of the City's existing recreational facilities, assets & programs?
- What type of experiences, needs & preferences do the members of the Starkville community have with regards to recreation facilities, assets & programs?
- What are the emerging trends in community recreation related to facilities, assets, programs, organizational/operational performance & planning/funding future improvements?



Scope of Work

- Executive Summary
- Purpose, Goals & Objectives
- Market & Recreation Industry Research & Trends
- Levels of Service Analysis
- Program Gap Analysis
- Stakeholder, User Group & Community Input
- Community Survey Results
- Asset Prioritization Analysis & Recommendations
- Facility Recommendations
- Projection of Performance Expectations
- Summary of Findings & Recommendations
- Conclusion & Next steps



Cornerstone Park

- Events at Cornerstone: 21
- Teams at Cornerstone: 893
- Visitors to Cornerstone: 29,351
- Estimated Economic Impact: \$9,321,598

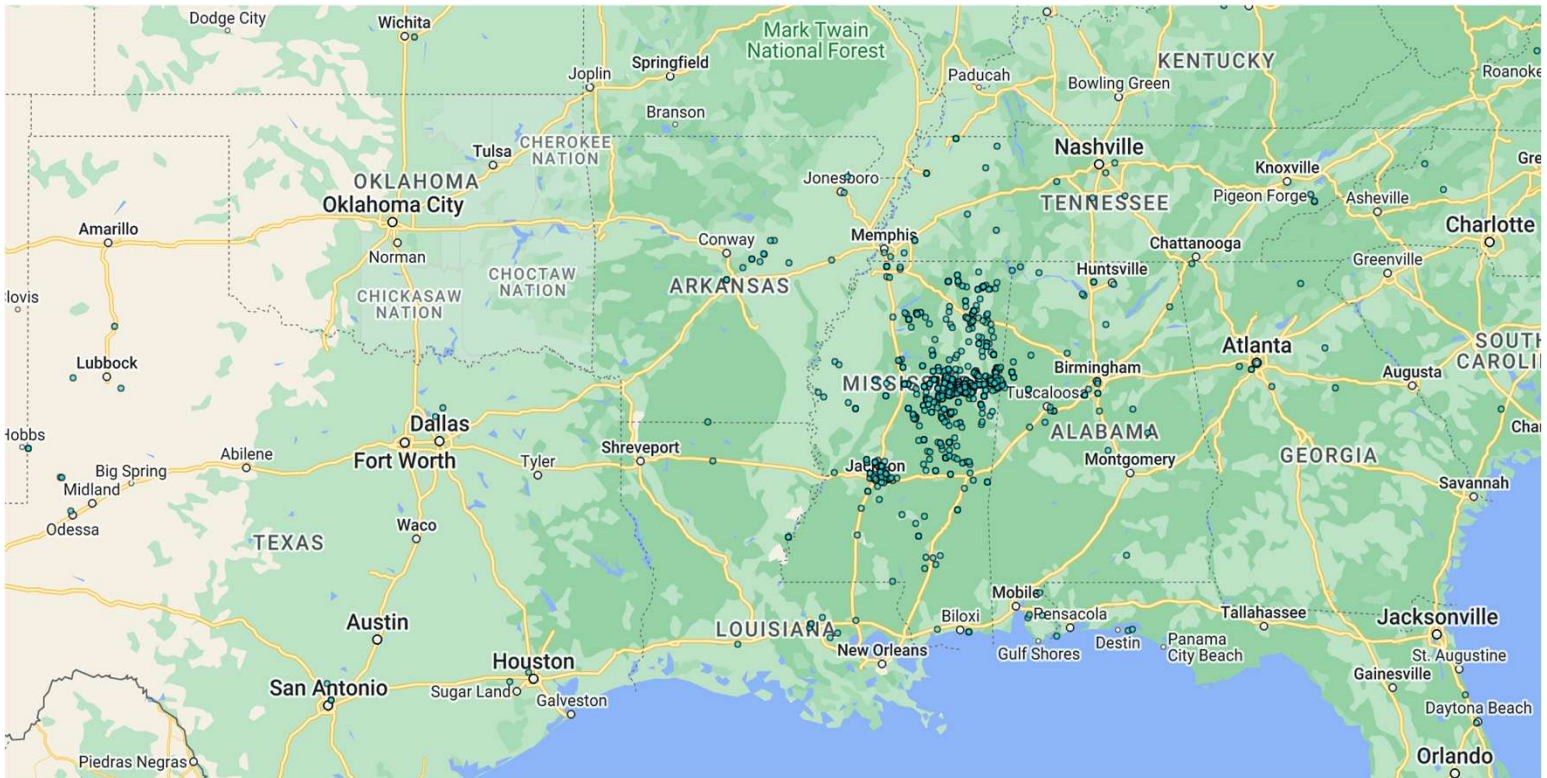
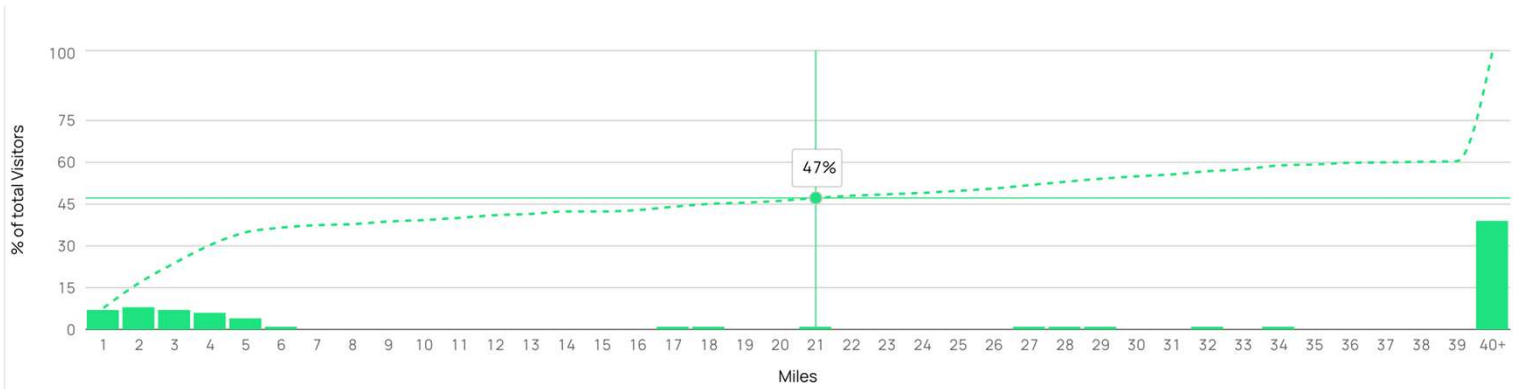
Starkville Parks & Recreation

- Events: 39
- Teams: 1447
- Visitors: 40,634
- Estimated Economic Impact: \$12,145,236



IMPACT

Cornerstone Park



Mobile Analytics Data

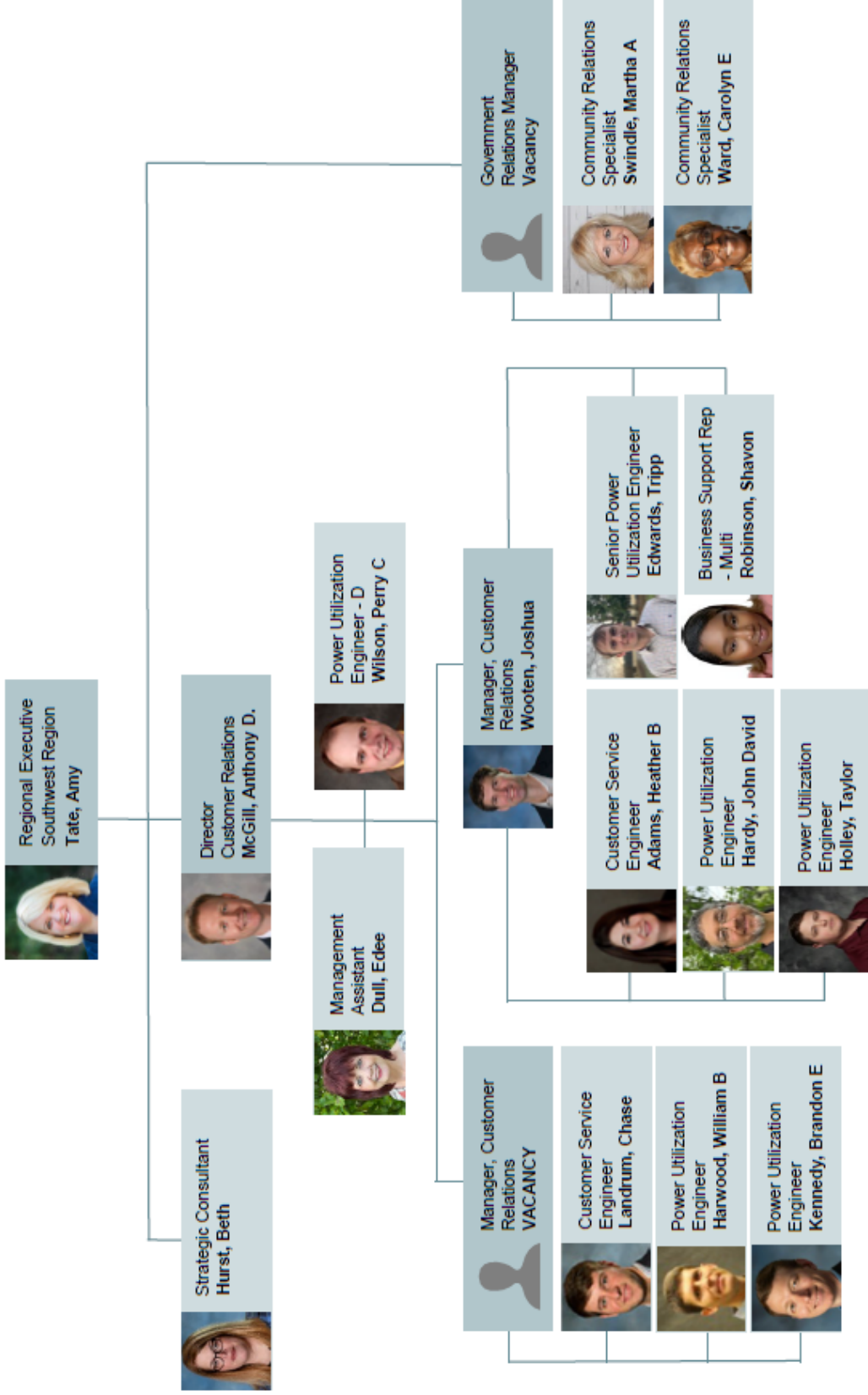
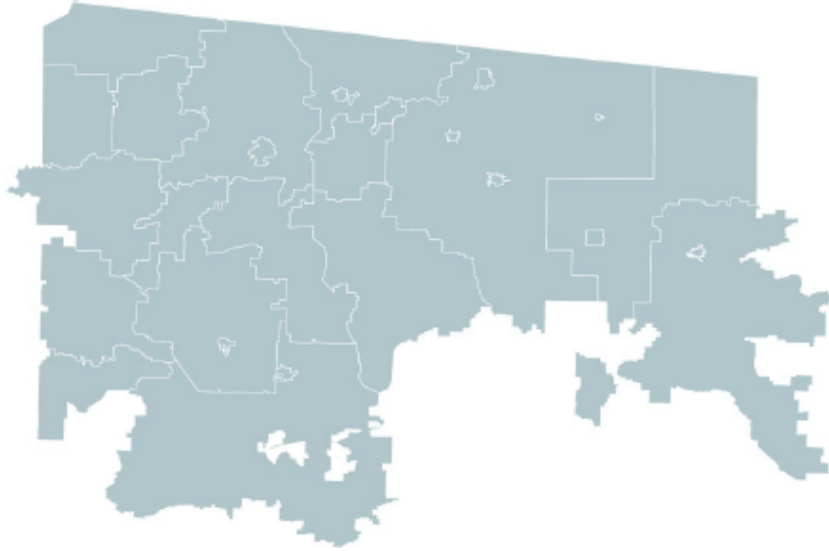


TVA Update: Starkville Board of Aldermen Working Meeting

**Josh Wooten, P.E.,
Customer Relations Manager**

October 11, 2024

Regional Relations Southwest Region

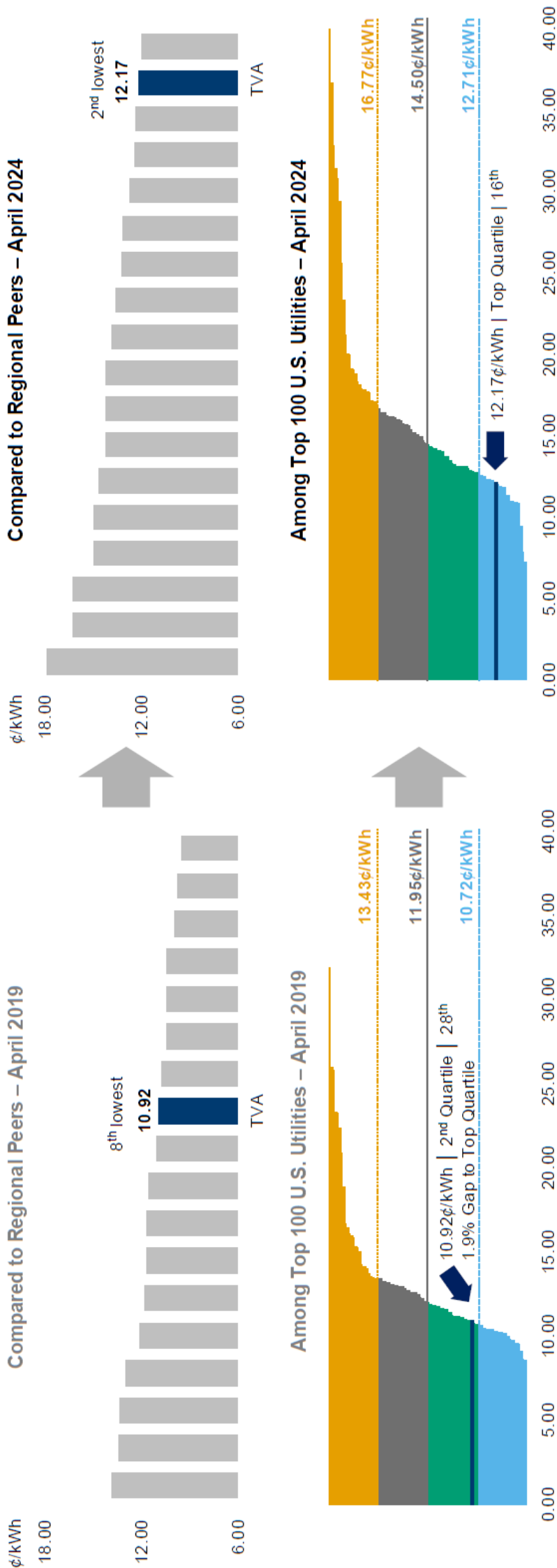


Retail Rate Competitiveness



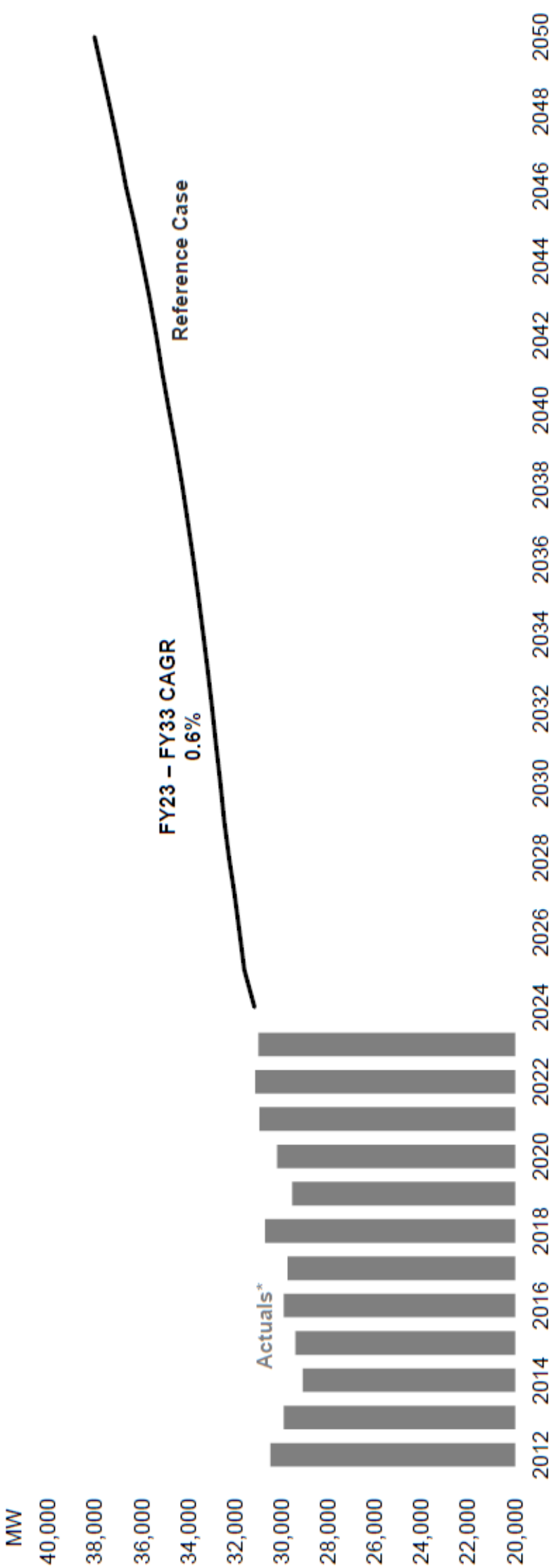
12-month Rolling Average (¢/kWh) – Sources: U.S. Energy Information Administration-861M and Electricity Sales Statistics

Residential Rate Competitiveness



12-month Rolling Average (¢/kWh) – Sources: U.S. Energy Information Administration-861M and Electricity Sales Statistics

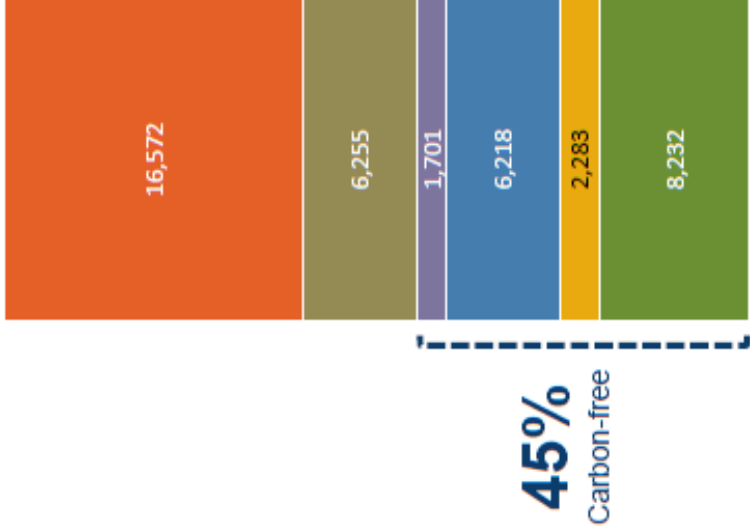
Net System Demand Forecast



* Weather normalized actuals. Excludes USEC

Today's Resource Portfolio

FY23 Capacity
41,261 MW



Gas: 8 CC Plants, 9 CT Plants, 1 Diesel Plant, and PPAs

Coal: 4 Coal Plants and PPA

Demand Response Programs

Hydro: 29 Hydroelectric Plants, 1 Pumped Storage Plant, and PPAs

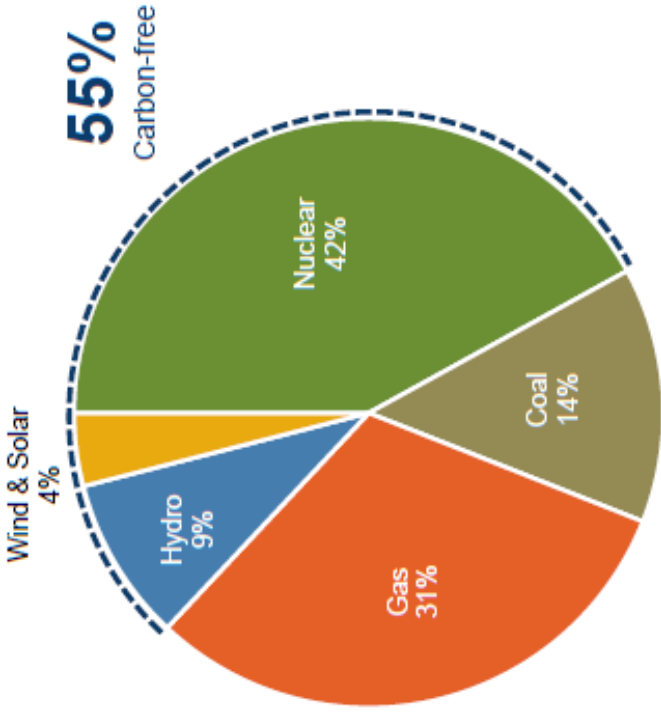
Renewables: 9 Solar Sites, Wind and Solar PPAs

Nuclear: 7 Units at 3 Nuclear Sites

Capacity aligns to FY23 10-K Net Summer Capability and Power Purchase Agreements tables, adjusted to include demand response programs and exclude delivered energy. Planning capacity is lower, as it accounts for Hydro and Renewable expected generation at peak, fuel blend derates, and other factors.

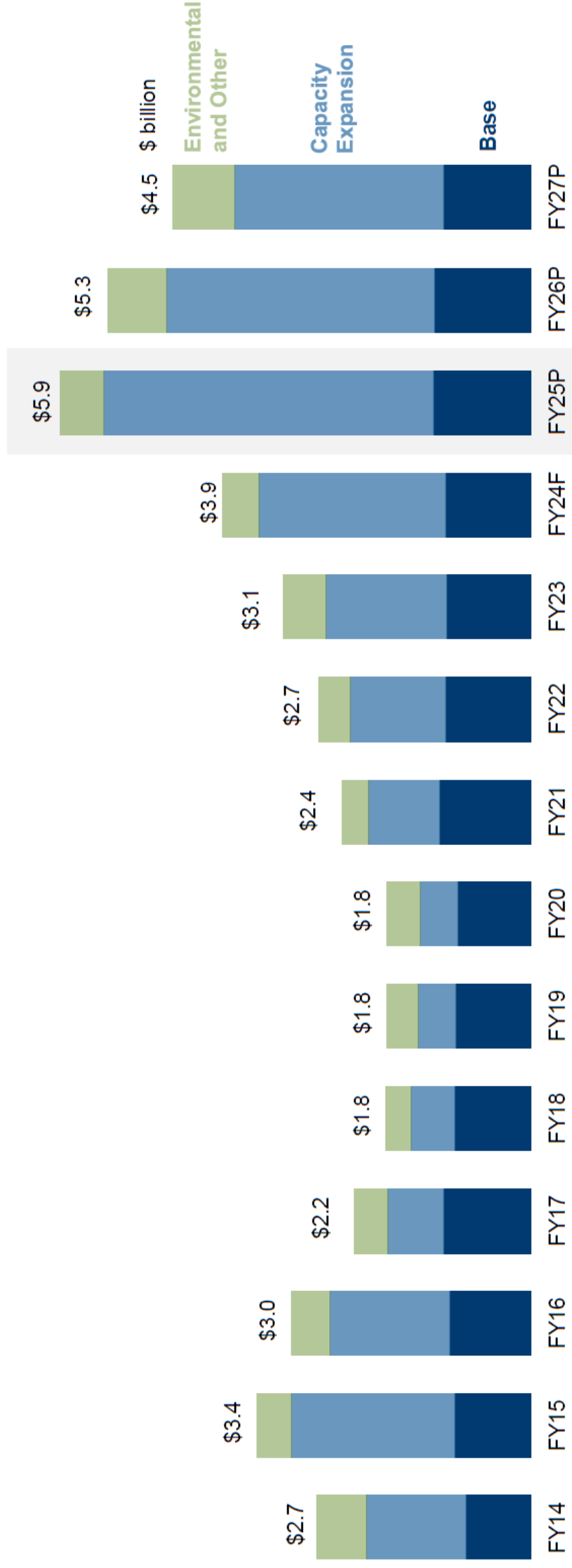
TVA Restricted Information - Deliberative and Pre-Decisional Privileged

FY23 Energy
160 TWh

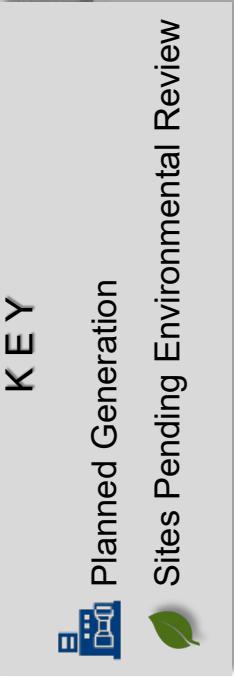


In addition to power supply sources included here, TVA offers energy efficiency programs that effectively reduced 2023 energy needs by about 2,100 GWh or 1.3% (Net Cumulative Realized at System basis, 2007 base year).

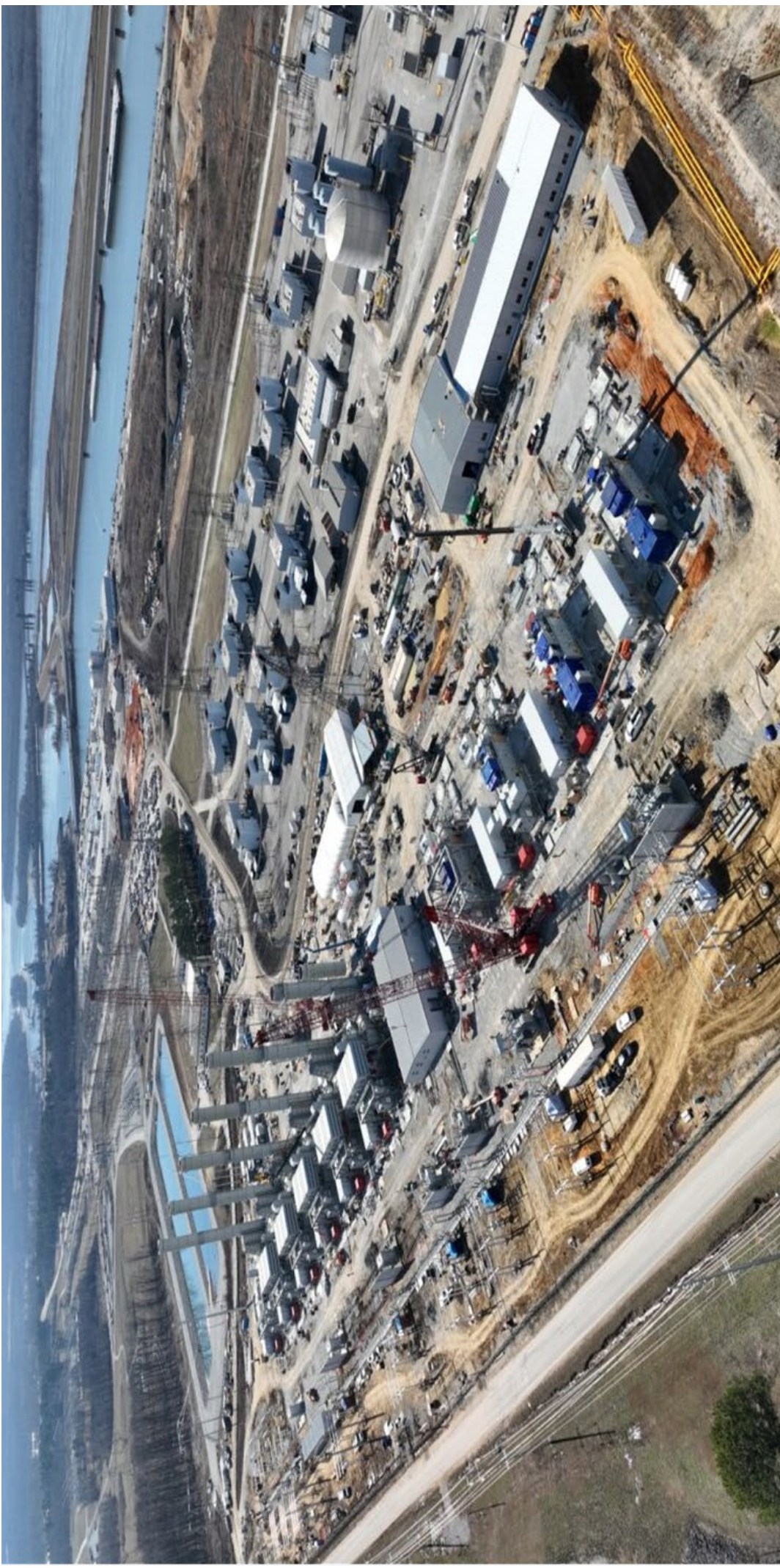
Capital Expenditures



Includes assumptions for potential projects that may have not yet received required internal TVA approvals and are subject to various legal requirements before they may be presented for approval. Totals include ARO and decommissioning costs but exclude nuclear fuel capital expenditures.



Johnsonville Aeroderivative Combustion Turbine Project – 500MW



Commercial Operation - FY25

New Caledonia Combustion Turbine Project – 500MW



*TVA Restricted Information - Deliberative and Pre-Decisional Privileged - Conceptual Illustration

Proposed New Caledonia Combustion Turbine Plant*

Energy • Environment • Economic Development



TENNESSEE
VALLEY
AUTHORITY

Green Invest: Golden Triangle Solar and Battery Projects

GT2: 150MW Solar + 50MW Battery Storage (Operating Commercially)

GT I: 200MW Solar + 50MW Battery Storage (FY25)

Optimist: 200MW Solar + 50MW Battery Storage (FY26)

Hope: 200MW Solar + 200MW Battery Storage (FY28)



Golden Triangle II solar farm with BESS.

*Image source: Origis Energy
(www.origisenergy.com)*



Community and Program Partnerships

Energy Workshops – Nov 6 & 7



TVA
TENNESSEE
VALLEY
AUTHORITY

EV Fast Charger Program



Starkville
UTILITIES

TVA
TENNESSEE
VALLEY
AUTHORITY



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

SUBJECT: Request approval of the minutes of the October 15, 2024 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AGENDA ITEM: MINUTES

AGENDA DATE: 11-5-24

PAGE: 1 of 89

**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 October 15, 2024 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 15, 2024**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on October 15, 2024 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Lynn Spruill asked if there were any changes to the agenda as presented. Alderman Beatty asked that Mayor's Item B and Engineering Item 4 be removed from consent. Both are related to the main Street Redesign Project. There being no objections or additional changes, 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 Brooks, to approve the October 15, 2024 Official Agenda as amended. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, OCTOBER 15, 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 17, 2024 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 27, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: New Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

- A. FIRST PUBLIC HEARING ON AMENDING THE ORDINANCE 2021-07 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 AND TO ADD THE REQUIREMENTS FOR BUSINESSES THAT SERVE ALCOHOL TO PROVIDE SECURITY AND INSTALL CAMERAS AND FOR OTHER RELATED PURPOSES.
- B. PUBLIC HEARING AND CONSIDERATION OF SE 24-07: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF ONE HOUSE AT **102 PRICE STREET** IN A C ZONING DISTRICT.
- C. PUBLIC HEARING AND CONSIDERATION OF SE 24-08: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOME ON A VACANT LOT LOCATED SOUTHEAST OF THE INTERSECTION OF **COLLIER ROAD AND ROCK HILL ROAD** IN AN RN ZONING DISTRICT.
- D. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **502 MCKEE AVE.**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102B-00-176.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.
- E. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **203 WARE ST.**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118O-00-182.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.
- F. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **409 MCKEE AVE.**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102B-00-098.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.
- G. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **107 REX ST.**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118O-00-231.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.
- H. PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS: PROPERTIES (300 SCALES STREET AND 314 LOUISVILLE 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 APPROVING THE AMENDMENT TO THE LEASE AGREEMENT WITH THE COTTON DISTRICT TO ALLOW FOR THE CONSTRUCTION OF TWO ADA BATHROOMS AND ACCESSORY STRUCTURES IN THE LEASED AREA ALONG ADKERSON WAY.
- B. CONSIDERATION OF THE MEMORANDUM OF UNDERSTANDING WITH THE STARKVILLE MAIN STREET ASSOCIATION FOR THE PURCHASE OF THE LIGHTING MATERIALS/ELEMENTS FOR THE MAIN STREET REDESIGN AND REDEVELOPMENT PROJECT.
- C. ACCEPTANCE OF TVA COMMUNITY TREES CONTRIBUTION OF \$50,000 TO STARKVILLE TO USE TO ENHANCE URBAN TREE CANOPIES IN THE COMMUNITY.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

- 1. CONSIDERATION OF REAPPOINTING CYNDI SULLIVAN FOR A 3-YEAR TERM AND APPOINTING DR. CORINNE KENNEDY TO THE HISTORIC PRESERVATION COMMISSION FOR A 3-YEAR TERM.
- 2. CONSIDERATION OF FP 24-08: A REQUEST FOR FINAL PLAT APPROVAL FOR THE "BUCKNER MINOR SUBDIVISION" AT THE SOUTHWEST CORNER OF MCKINLEY STREET AND SOUTH WASHINGTON STREET IN A TN-E ZONING DISTRICT.
- 3. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO AMEND THE UNIFIED DEVELOPMENT CODE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. REQUEST APPROVAL OF SELECTING THE FOLLOWING ENGINEERING FIRMS TO PROVIDE CONSULTANT SERVICES AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE MASTER SERVICES AGREEMENTS IN ACCORDANCE WITH MISSISSIPPI PROCUREMENT PROCEDURES: ALLEN & HOSHALL, BURNS COOLEY DENNIS, INC., NEEL-SCHAFFER, INC., OVERSTREET ASSOCIATES, SPRINGER ENGINEERING, INC. AND VOLKERT, INC.
- 2. REQUEST APPROVAL FOR AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE SPRING STREET CONNECTOR SOUTH PROJECT PENDING MDOT AUTHORITY TO ADVERTISE NOTIFICATION AND AUTHORIZATION FOR THE MAYOR TO SIGN RELATED MDOT REQUIRED PAPERWORK.

3. CONSIDERATION OF APPROVING THE CHANGE ORDER TO EXTEND THE TERM CONTRACT WITH GREGORY COMPANIES, LLC DBA MURPHREE PAVING FOR THE ANNUAL ASPHALT OVERLAYS CONTRACT FOR ONE CALENDAR YEAR.
4. CONSIDERATION OF APPROVING PERMISSION TO ADVERTISE FOR THE MAIN STREET IMPROVEMENTS PROJECT.
5. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM HANNON LLC IN THE AMOUNT OF \$28,977 TO PROVIDE ADA AND SIDEWALK-RELATED IMPROVEMENTS AT THE INTERSECTION OF FELLOWSHIP STREET AND UNIVERSITY DRIVE.
6. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION LLC IN THE AMOUNT OF \$15,615.00 TO PROVIDE DRAINAGE RELATED IMPROVEMENTS AT THE INTERSECTION OF WASHINGTON STREET AND GILLESPIE STREET.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 30, 2024 FOR FISCAL YEAR ENDING 9/30/24, AND AS OF OCTOBER 8, 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.
2. CONSIDERATION OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 2024.
3. REQUEST ACCEPTANCE OF SEPTEMBER 2024 FINANCIAL REPORTS.
4. REQUEST APPROVAL OF 2024 MUNICIPAL COMPLIANCE QUESTIONNAIRE.

F. FIRE DEPARTMENT

1. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM CATS (CENTRAL ALABAMA TRAINING SOLUTIONS) FOR A MAKO MODEL # EA06H, 6000 PSI SYSTEM IN THE AMOUNT OF \$27,500 AND CATS IS THE SOLE SOURCE PROVIDER FOR THE MAKO AIR COMPRESSOR IN THIS AREA.
2. REQUEST AUTHORIZATION FOR BRIAN ARNETT, KEN BRITT, ANNA ROBERTSON AND POSSIBLY ONE MORE PERSON TO TRAVEL TO CORINTH, MS TO ATTEND THE OLD SOUTH F.O.O.L.S. TRAINING ON NOVEMBER 6 – 10, 2024 AT AN APPROXIMATE COST OF \$1,700.00 WITH POSSIBLE ADVANCE TRAVEL.

G. HUMAN RESOURCES

1. REQUEST FOR AUTHORIZATION TO HIRE AVERY BROWN AS SANITATION WORKER AND EDTRON TAYLOR AS SEASONAL SANITATION WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE SHANE AGUAYO AS AN ASSISTANT PERMIT TECHNICIAN FOR THE COMMUNITY DEVELOPMENT DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL FOR RENEWAL OF GOOGLE WORKSPACE CONTACT FROM SADA SYSTEMS AT ANNUAL FEE OF \$17,280.00.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST AUTHORIZATION TO DECLARE THE FOLLOWING STARKVILLE POLICE DEPARTMENT VEHICLES AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVDEALS.COM, DISCARD, OR SELL DIRECTLY TO A SCRAP DEALER: 2011 CHEVROLET TAHOE VIN 2260, 2013 FORD TAURUS VIN 8066 AND 2013 FORD TAURUS VIN 8064.
- b. REQUEST APPROVAL TO PURCHASE FROM UNITED SHIELD INTERNATIONAL LLC, THE LOWER OF TWO ESTIMATES AT A COST OF \$7,864.08, (12) SIDE PANEL ARMOR SETS AND (8) STAND ALONE PLATES FROM THE STATE FORFEITED FUNDS LINE ITEM.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. CONSIDERATION OF THE PURCHASE OF A 25-YARD REFUSE TRUCK FROM INGRAM EQUIPMENT COMPANY, THE LOWEST BIDDER IN THE AMOUNT OF \$277,500.00 WITH A LOANER TRUCK TO BE PROVIDER FREE OF CHARGE UNTIL DELIVERY OF NEW TRUCK TO BE FINANCED WITH A THREE-YEAR LOAN FROM GENERAL FUNDS TO SANITATION, NET OF INSURANCE PROCEEDS.
2. CONSIDERATION OF THE PURCHASE OF A STREET SWEEPER FROM INGRAM EQUIPMENT COMPANY, THE LOWEST BIDDER IN THE AMOUNT OF \$344,500.00 TO BE FINANCED WITH A FIVE-YEAR LOAN FROM GENERAL FUNDS TO SANITATION.

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 WITH G & L SANDBLASTING FOR A PRICE INCREASE OF \$8,000.00 FOR THE AZALEA LANE ELEVATED WATER TANK REHABILITATION PROJECT.
2. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM HARVEST TECHNOLOGY, LLC FOR ELECTRIC MOLE WHEEL REPLACEMENT IN THE AMOUNT OF \$5,742.00.
3. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM ANIXTER FOR 1200 V-4 WATER MODULES IN THE AMOUNT OF \$168,960.00 IN THAT THEY ARE COMPATIBLE WITH CURRENT METER SOFTWARE AND ANIXTER IS THE SOLE SOURCE PROVIDER FOR HONEYWELL IN THIS AREA.
4. REQUEST EMERGENCY AUTHORIZATION, AS PER MISSISSIPPI CODE SECTION 31-7-13 (K) THAT AN EMERGENCY EXISTED SUCH THAT A DELAY WOULD HAVE BEEN

DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY AND THE WELFARE OF ITS CITIZENS, TO PURCHASE THE MOTOR REPLACEMENT FOR THE PARKDALE WELL IN THE AMOUNT OF \$12,261.00 FROM DONALD SMITH COMPANY, INC.

5. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2025 THROUGH JUNE 30, 2025.
6. CONSIDERATION OF ACCEPTING GRANT AGREEMENT MODIFICATION #2 TO THE MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT FOR THE AERATOR REPLACEMENT PROJECT FOR THE WASTEWATER TREATMENT PLANT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

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

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

Consent items 2 – 31:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 17, 2024 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the September 17, 2024 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 27, 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 Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the September 27, 2024 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVING THE AMENDMENT TO THE LEASE AGREEMENT WITH THE COTTON DISTRICT TO ALLOW FOR THE CONSTRUCTION OF TWO ADA BATHROOMS AND ACCESSORY STRUCTURES IN THE LEASED AREA ALONG ADKERSON WAY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of amending the lease agreement for the use of the city right of way on Adkerson Way with the Dan Camp Family Real Estate, LLC, d/b/a Cotton District to allow for the construction of accessory structures and 2 ADA bathroom facilities in compliance with all city building codes” is enumerated, this consent item is thereby approved.

STREET RIGHT OF WAY ENCROACHMENT LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into by and between "The Dan Camp Family Real Estate LLC. d/b/a The Cotton District" (hereinafter "**DEVELOPER**"), and **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation existing pursuant to the laws of the State of Mississippi (hereinafter "**CITY**").

WITNESSETH:

WHEREAS, the **DEVELOPER** desires to construct and install an outside seating area to include two ADA bathrooms and accessory structure serving area s with construction subject to applicable city codes on property located in the **CITY** of Starkville, County of Oktibbeha, State of Mississippi, more specifically described as being located along the western right-of-way of Adkerson Way at the intersection with University Drive.

WHEREAS, the **DEVELOPER** and **CITY**, are aware that the new installation will be constructed on the right of way in an area described as follows:

The subject leased premises is a 1,887 Square Foot+/- site along the Western right-of-way of Adkerson Way at the intersection of University Drive, the subject has 26 feet+/- frontage along University Drive and narrows to 19 feet+/- wide after approximately 25 foot of depth. Total Frontage along Adkerson Way is 90 feet, more or less.

LESS AND EXCEPT, the City of Starkville, Mississippi does herein reserve unto itself a 5 to 10 foot +/- wide easement along the entire East side of said described property along and adjoining Adkerson Way for the construction and maintenance of a sidewalk.

The City shall determine the dimensions appropriate for the sidewalk prior to construction by the **Developer**. Photos of the leased property and an aerial depicting the property are attached to this Lease Agreement as Ex. "A" and

WHEREAS, the **DEVELOPER** 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 **DEVELOPER** to construct and maintain said outside seating, serving and bathroom accessory structure area in the above-described right of way, the **DEVELOPER** and **CITY** do mutually agree and covenant as follows:

1. The **CITY** does not proprot by entering into this lease to grant **DEVELOPER any** right, title, claim or easement on said right of way.

2. **TERM:** This lease agreement is effective as of July 1, 2023, and shall continue in effect for fifteen (15) years, with an option of a (10) year renewal for the Developer, unless sooner terminated in accordance with other provisions in this agreement. Developer shall provide written notice of exercise to the option to renew at least (90) days prior to the expiration of the initial (15) year term. In

the event the Developer exercises the (10) year renewal option, either party shall, at least ninety (90) days prior to the expiration of the option term, provide written notice to the other party of its intention to terminate the lease prior to expiration of the option term. The term of the lease shall be automatically renewed at the end of the option term for an additional five (5) years upon the same terms and conditions contained herein unless either party exercises its right to terminate the lease at the end of the option term as outlined above.

3. **RENT:** The parties agree that rent for the leased premises during the term of the lease shall be \$300.00 per month, with the first payment due on the first day of July, 2023, and subsequent payments due on the first day of each month thereafter for the fifteen (15) year lease term. If the **Developer** exercises its option on the (10) year renewal, the **City** may at its discretion consider and negotiate an increased monthly rent not to exceed \$500.00 per month during the option period. Rent shall be paid to the Clerk of the City of Starkville. In the event rent is not received within ten (10) business days after the due date, **DEVELOPER** agrees to pay a late charge of five percent (5%) for said rent when due. If **DEVELOPER** breaches this Lease Agreement or vacates the premises prior to the expiration of the lease term, **CITY** may accelerate the terms of this lease and declare all rents for the remaining term to be immediately due and payable. In addition, if **DEVELOPER** should vacate the leased premises, for any reason, prior to the expiration of the lease, **DEVELOPER** shall be liable to **CITY**, in addition to all other damages and remedies arising from **DEVELOPER's** breach of the lease, for reasonable costs and expenses incurred in attempting to re-rent the leased premises.

4. The **CITY** may at any time at its discretion require and compel the reconstruction or relocation of the above-described work or any appurtenances thereto when the board deems it necessary for the repair, maintenance, widening, or reconstruction thereof and all expense of such reconstruction or relocation is to be borne exclusively by the **DEVELOPER** and the **CITY** is in no way liable. It is further understood and agreed that, if this lease is entered into, the **CITY** will use all reasonable effort to avoid the necessity of requesting that the outdoor seating area and serving accessory structure be moved, altered, or reconstructed.

5. All construction will be done in full compliance with all regulations of the **CITY** in effect at the time of construction.

6. **DEVELOPER** must provide proof of and maintain general public liability insurance against claims relating to or occurring on or about the Property and its respective appurtenances and improvements, including personal injury, death and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injuries to or death of one person and Two Million Dollars (\$2,000,000.00) on account of bodily injuries or death of more than one person as a result of any one incident or occurrence. All such general public liability insurance shall name the City of Starkville as an additional insured.

7. The **DEVELOPER** and contractor hired by the **DEVELOPER** will not be released from responsibility until final inspection has been made by the **CITY** and notice has been given that work is satisfactory.

8. **DEVELOPER** is responsible for obtaining a Utility Locate and resolving any conflict with other utilities on the **CITY** right-of-way. **DEVELOPER** must notify other utility companies of any conflicts and gain permission for proposed alterations.

9. A copy of the approved plans is to be kept at the site of the work at all times during the construction of the outside seating area.

10. The **DEVELOPER** 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.

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

12. The **DEVELOPER** 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 outside seating area.

13. The **DEVELOPER** 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 outside seating area.

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

15. The **DEVELOPER** shall be solely responsible for any and all damage and/or injuries caused by, relating to, or resulting from the outside seating area.

16. The **DEVELOPER** 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 the **CITY** Attorney and **CITY** Board.

17. **Events of Default.** The occurrence of any of the following acts or events shall constitute an event of default under this lease:

- (a) **DEVELOPER's** failure to make any payment of rent or any other payment required hereunder;
- (b) **DEVELOPER's** failure to fulfill or perform any of **DEVELOPER's** other covenants, agreements or obligations under this lease;
- (c) At any time during the term, the filing by or against the **CITY** or **DEVELOPER** in any court pursuant to any petition in bankruptcy alleging an insolvency, for reorganization, for the appointment of a receiver, or for an arrangement under the Bankruptcy Code, or if a similar type of proceeding shall be filed.

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

19. Execution of this instrument shall in no way be interpreted by the **DEVELOPER** 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.

20. This Agreement shall be null and void if any future improvements or alterations are made to the portion of the outside seating area, accessory serving area and bathrooms located inside of the **CITY's** right of way without written permission by the **CITY** through the **CITY** Planner's office. Any permission denied by the CITY Planner's office may be appealed to the Board of Aldermen.

21. **Compliance with Laws.**

- (a) **DEVELOPER** acknowledges that any use of property that is unlawful, improper, excessively noisy or offensive, or contrary to any law or any applicable law, regulation, or ordinance in force in Starkville, Mississippi shall be grounds for immediate termination of the lease.
- (b) **DEVELOPER** is obligated, at its own expense, to procure the appropriate permits for the operation of its business on the property including any necessary permits from the Mississippi Department of Revenue and/or Alcoholic Beverage Control for the sale of alcoholic beverages on the property. **DEVELOPER** shall give prompt notice to the **CITY** of any violation of any law or requirement of public authority with respect to the property or the use and occupation thereof.
- (c) **DEVELOPER** shall not permit any liens to attach to the property. If any lien or order for the payment of money shall be filed against **DEVELOPER** or the property, arising out of **DEVELOPER's** use or occupation of the property then **DEVELOPER** shall, immediately cause such lien to be canceled and discharged of record, by bond or otherwise, at the election and expense of **DEVELOPER** or **DEVELOPER** may insure over such lien with a title insurance company acceptable to the **CITY**. **DEVELOPER** shall, indemnify, hold harmless and defend on behalf of the **CITY**, at **DEVELOPER's** sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and **DEVELOPER** shall pay any damages and discharge any judgment entered thereon.

This Agreement was given approval by the Mayor and Board of Aldermen at a meeting held on October 15, 2024

IN WITNESS WHEREOF, the parties have executed this agreement this October 15, 2024

DEVELOPER:

 9/27/24

5. CONSIDERATION OF TVA COMMUNITY TREES CONTRIBUTION OF \$50,000 TO STARKVILLE TO USE TO ENHANCE URBAN TREE CANOPIES IN THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of accepting the Tennessee Valley Authority Community Trees Contribution grant in the amount of \$50,000” is enumerated, this consent item is thereby approved.

The City was awarded a grant (which has not yet been received) from TVA to install trees along existing walking paths to enhance urban tree canopies in the community. This funding will be used to replace trees along the Lynn Lane multi-use path.

6. CONSIDERATION OF REAPPOINTING CYNDI SULLIVAN FOR A 3-YEAR TERM AND APPOINTING DR. CORINNE KENNEDY TO THE HISTORIC PRESERVATION COMMISSION FOR A 3-YEAR TERM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of reappointing Cyndi Sullivan for a 3-year term and appointing Dr. Corinne Kennedy to the Historic Preservation Commission for a 3-year term” is enumerated, this consent item is thereby approved. Both appointments are for a 3-year term ending October 15, 2027.

7. CONSIDERATION OF FP 24-08: A REQUEST FOR FINAL PLAT APPROVAL FOR THE “BUCKNER MINOR SUBDIVISION” AT THE SOUTHWEST CORNER OF MCKINLEY STREET AND SOUTH WASHINGTON STREET IN A TN-E ZONING DISTRICT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of FP 24-08 a request for Final Plat approval for the “Buckner Minor Subdivision” at the southwest corner of McKinley Street and South Washington Street in a TN-E zoning district” is enumerated, this consent item is thereby approved.

The applicant, Drew Morgan, on behalf of John P Buckner, is proposing to consolidate three lots into two, with two homes currently located on two of the lots. Each home will be situated on its own remaining lot. The gross combined acreage of both lots is +/-0.93, with a total of two lots.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of calling for two public hearings to amend the Unified Development Code” is enumerated, this consent item is thereby approved.

The proposed changes include but are not limited to the following sections:

- Section 5- Correct an error in the base dimension chart for side setbacks in the T-4 zoning district
- Section 6- Add base dimension standards for Multiplex buildings within C and CN zoning districts
- Section 14- Add requirement to remove guy wires from trees within a year of planting
- Section 16.10- Update flood plain protection requirements for historic structures

9. CONSIDERATION OF SELECTING THE FOLLOWING ENGINEERING FIRMS TO PROVIDE CONSULTANT SERVICES AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE MASTER SERVICES AGREEMENTS IN ACCORDANCE WITH MISSISSIPPI PROCUREMENT PROCEDURES: ALLEN & HOSHALL, BURNS COOLEY DENNIS, INC., NEEL-SCHAFFER, INC., OVERSTREET ASSOCIATES, SPRINGER ENGINEERING, INC. AND VOLKERT, INC.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of selecting multiple engineering firms to provide consultant services and authorization for the Mayor to negotiate and execute Master Services Agreements in accordance with Mississippi procurement procedures” is enumerated, this consent item is thereby approved.

A Request for Qualifications (RFQ) to provide consultant services was advertised on September 3rd, 2024. Statements of Qualifications (SOQ) were received from the following firms: Allen & Hoshall, Burns Cooley Dennis, Inc., Neel-Schaffer, Inc., Overstreet & Associates, Springer Engineering, Inc. and Volkert, Inc.

The Consultant Selection Committee met on October 7th, 2024 in the engineering conference room located at City Hall to review the submitted SOQs. Each SOQ was evaluated using the criteria set out in the advertisement. Following this review, the committee recommended approving Master Service Agreements with each of the firms that submitted SOQs.

10. CONSIDERATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE SPRING STREET CONNECTOR SOUTH PROJECT PENDING MDOT AUTHORITY TO ADVERTISE NOTIFICATION AND AUTHORIZATION FOR THE MAYOR TO SIGN RELATED MDOT REQUIRED PAPERWORK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval to advertise for construction bids for the Spring Street Connector South project pending MDOT authority to advertise notification and authorization for the Mayor to sign related MDOT required paperwork” is enumerated, this consent item is thereby approved. This project (Federal Aid Project No. STP-7131-00(001) LPA /109583-701000) is a continuation of the City’s masterplan to connect pedestrian and bicycle facilities from existing facilities on Locksley Way to those on Russell Street. This specific project includes installing a sidewalk and bike lanes along Spring Street from the intersection of Locksley Way to the intersection of Hwy 12 and is a continuation of the project that was finished earlier this year.

11. CONSIDERATION THE CHANGE ORDER TO EXTEND THE TERM CONTRACT WITH GREGORY COMPANIES, LLC DBA MURPHREE PAVING FOR THE ANNUAL ASPHALT OVERLAYS CONTRACT FOR ONE CALENDAR YEAR.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the change order to extend the term contract with Gregory Companies, LLC DBA Murphree Paving for the Annual Asphalt Overlays Contract for one calendar year” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ACCEPT THE LOW QUOTE FROM HANNON LLC IN THE AMOUNT OF \$28,977 TO PROVIDE ADA AND SIDEWALK-RELATED IMPROVEMENTS AT THE INTERSECTION OF FELLOWSHIP STREET AND UNIVERSITY DRIVE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Hannon LLC in the amount of \$28,977 to provide ADA and sidewalk-related improvements at the intersection of Fellowship Street and University Drive with Alt 1 Brick Pavers” is enumerated, this consent item is thereby approved. Two quotes received: Hannon, LLC- \$28,977.00 and GroundStone Construction - \$41,542.00.

13. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION LLC IN THE AMOUNT OF \$15,615.00 TO PROVIDE DRAINAGE RELATED IMPROVEMENTS AT THE INTERSECTION OF WASHINGTON STREET AND GILLESPIE STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from GroundStone Construction LLC in the amount of \$15,615.00 to provide drainage related improvements at the intersection of Washington Street and Gillespie Street” is enumerated, this consent item is thereby approved.

Two quotes received: Hannon, LLC- \$18,775.00 and Groundstone Construction - \$15,615.00.

14. CONSIDERATION OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 2024.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of Budget Adjustments for fiscal year 9-30-24” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO ACCEPT THE SEPTEMBER 2024 FINANCIAL REPORTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “acceptance of the September 2024 financial reports” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO APPROVE THE 2024 MUNICIPAL COMPLIANCE QUESTIONNAIRE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the 2024 Municipal Compliance Questionnaire” is enumerated, this consent item is thereby approved. The questionnaire follows the budget adjustments.

17. CONSIDERATION TO ACCEPT THE SOLE SOURCE QUOTE FROM CATS (CENTRAL ALABAMA TRAINING SOLUTIONS) FOR A MAKO MODEL # EA06H, 6000 PSI SYSTEM IN THE AMOUNT OF \$27,500 AND CATS IS THE SOLE SOURCE PROVIDER FOR THE MAKO AIR COMPRESSOR IN THIS AREA.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval to purchase a Mako Model # EA06H, 6000 PSI System from CATS (Central Alabama Training Solutions), a sole source provider, at a cost of \$27,500” is enumerated, this consent item is thereby approved. Sole Source letter is in the file.

18. CONSIDERATION FOR BRIAN ARNETT, KEN BRITT, ANNA ROBERTSON AND POSSIBLY ONE MORE PERSON TO TRAVEL TO CORINTH, MS TO ATTEND THE OLD SOUTH F.O.O.L.S. TRAINING ON NOVEMBER 6 – 10, 2024 AT AN APPROXIMATE COST OF \$1,700.00 WITH POSSIBLE ADVANCE TRAVEL.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval for Brian Arnett, Ken Britt, Anna Robertson and possibly one more person to travel to Corinth, MS to attend the Old South F.O.O.L.S. Training on November 6 – 10, 2024 at an approximate cost of \$1,700.00 (hotel and registration)” is enumerated, this consent item is thereby approved.

City of Starkville
FY24 Budget Adjustments
Agenda Date: October 15, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
General Fund Revenues					
200 - Taxes	10,208,900	-	10,208,900	-	10,208,900
206 - Lieu of Taxes	721,300	128,619	849,919	-	849,919
220 - License and Permits	300,500	115,000	415,500	-	415,500
230 - Intergovernmental Revenues	11,705,500	82,649	11,788,149	-	11,788,149
250 - Grants (Federal)	108,655	506,292	614,947	-	614,947
330 - Fines and Forfeits	650,000	-	650,000	-	650,000
340 - Miscellaneous (Unrestricted)	749,695	127,855	877,550	-	877,550
360 - Charges for Services	38,400	-	38,400	-	38,400
380 - Transfers and Non Revenue Receipts	4,130,000	12,380	4,142,380	-	4,142,380
Total General Fund Revenues	28,612,950	972,795	29,585,745	-	29,585,745

General Fund Expenditures

100 - Board of Aldermen

400 - Personnel Services	221,266	-	221,266	(3,565)	217,701
600 - Contractual Services	14,250	-	14,250	350	14,600
Total 100 - Board of Aldermen	235,516	-	235,516	(3,215)	232,301

Purpose: To reclassify excess budget to be reserved for capital projects.

110 - Municipal Court

400 - Personnel Services	422,082	-	422,082	(18,730)	403,352
500 - Supplies	10,000	-	10,000	35	10,035
600 - Contractual Services	32,250	-	32,250	(8,750)	23,500
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	15,000	-	15,000	-	15,000
Total 110 - Municipal Court	479,332	-	479,332	(27,445)	451,887

Purpose: To reclassify excess budget to be reserved for capital projects.

111 - Youth Court

600 - Contractual Services	2,000	(1,650)	350	-	350
Total 111 - Youth Court	2,000	(1,650)	350	-	350

120 - Mayors Office

400 - Personnel Services	183,180	-	183,180	(1,000)	182,180
500 - Supplies	6,750	1,850	8,600	-	8,600
600 - Contractual Services	129,550	(1,100)	128,450	(9,200)	119,250
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	2,285	2,285
Total 120 - Mayors Office	319,480	750	320,230	(7,915)	312,315

Purpose: To reclassify excess budget to be reserved for capital projects.

123 - IT

400 - Personnel Services	367,860	(2,000)	365,860	-	365,860
500 - Supplies	750	100	850	-	850
600 - Contractual Services	180,735	15,425	196,160	20,000	216,160
700 - Grants, Subsidies and Allocations	-	59,000	59,000	-	59,000
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	83,927	-	83,927	8,600	92,527
Total 123 - IT	633,272	72,525	705,797	28,600	734,397

Purpose: To increase budget for software expenses and IT equipment purchases.

City of Starkville
FY24 Budget Adjustments
Agenda Date: October 15, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
130 - Elections					
500 - Supplies	500	-	500	-	500
600 - Contractual Services	2,500	(500)	2,000	(950)	1,050
Total 130 - Elections	3,000	(500)	2,500	(950)	1,550

Purpose: To reclassify excess budget to be reserved for capital projects.

142 - City Clerks Office					
400 - Personnel Services	456,625	-	456,625	(7,500)	449,125
500 - Supplies	7,500	-	7,500	500	8,000
600 - Contractual Services	261,150	3,500	264,650	(75,500)	189,150
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	3,000	-	3,000	-	3,000
Total 142 - City Clerks Office	728,275	3,500	731,775	(82,500)	649,275

Purpose: To reclassify excess budget to be reserved for capital projects.

160 - Prosecuting Attorney and Staff					
400 - Personnel Services	72,890	-	72,890	-	72,890
Total 160 - Prosecuting Attorney and Staff	72,890	-	72,890	-	72,890

169 - Legal					
600 - Contractual Services	205,000	-	205,000	(16,000)	189,000
Total 169 - Legal	205,000	-	205,000	(16,000)	189,000

Purpose: To reclassify excess budget to be reserved for capital projects.

180 - Human Resources					
400 - Personnel Services	463,252	(3,500)	459,752	(48,500)	411,252
500 - Supplies	3,000	-	3,000	1,000	4,000
600 - Contractual Services	48,750	(1,000)	47,750	1,500	49,250
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	4,500	4,500	-	4,500
Total 180 - Human Resources	515,002	-	515,002	(46,000)	469,002

Purpose: To reclassify excess budget to be reserved for capital projects.

190 - City Planner					
400 - Personnel Services	192,842	-	192,842	(1,000)	191,842
500 - Supplies	400	-	400	-	400
600 - Contractual Services	43,900	(1,000)	42,900	(15,400)	27,500
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	30,000	1,000	31,000	-	31,000
Total 190 - City Planner	267,142	-	267,142	(16,400)	250,742

Purpose: To reclassify excess budget to be reserved for capital projects.

191 - External Services					
400 - Personnel Services	175,795	-	175,795	(62,000)	113,795
Total 191 - External Services	175,795	-	175,795	(62,000)	113,795

Purpose: To reclassify excess budget to be reserved for capital projects.

192 - General Government Bldg & Plant					
500 - Supplies	5,300	-	5,300	-	5,300
600 - Contractual Services	143,000	22,500	165,500	(5,000)	160,500
Total 192 - General Government Bldg & Plant	148,300	22,500	170,800	(5,000)	165,800

City of Starkville
FY24 Budget Adjustments
Agenda Date: October 15, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
195 - Transfers to Other Agencies					
600 - Contractual Services	49,466	-	49,466	-	49,466
700 - Grants, Subsidies and Allocations	5,000	-	5,000	(1,150)	3,850
990 - Transfers	763,000	68,722	831,722	-	831,722
Total 195 - Transfers to Other Agencies	817,466	68,722	886,188	(1,150)	885,038

Purpose: To reclassify excess budget to be reserved for capital projects.

196 - Cemetery Administration					
600 - Contractual Services	46,000	-	46,000	(5,000)	41,000
Total 196 - Cemetery Administration	46,000	-	46,000	(5,000)	41,000

Purpose: To reclassify excess budget to be reserved for capital projects.

197 - Engineering					
400 - Personnel Services	536,410	(5,000)	531,410	(69,000)	462,410
500 - Supplies	10,700	5,000	15,700	(5,000)	10,700
600 - Contractual Services	39,850	-	39,850	(9,000)	30,850
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	5,000	-	5,000	-	5,000
Total 197 - Engineering	591,960	-	591,960	(83,000)	508,960

Purpose: To reclassify excess budget to be reserved for capital projects.

201 - Police					
400 - Personnel Services	6,050,292	(107,000)	5,943,292	(235,000)	5,708,292
500 - Supplies	527,560	-	527,560	20,000	547,560
600 - Contractual Services	612,600	163,085	775,685	32,000	807,685
700 - Grants, Subsidies and Allocations	-	67,295	67,295	-	67,295
800 - Debt Service	162,500	(162,500)	-	-	-
900 - Capital Outlay	298,700	188,649	487,349	7,500	494,849
Total 201 - Police	7,651,652	149,529	7,801,181	(175,500)	7,625,681

Purpose: To reclassify excess budget to be reserved for capital projects.

245 - Dispatchers					
400 - Personnel Services	350,212	(1,700)	348,512	(18,000)	330,512
500 - Supplies	1,000	600	1,600	600	2,200
600 - Contractual Services	2,500	1,100	3,600	600	4,200
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 245 - Dispatchers	353,712	-	353,712	(16,800)	336,912

Purpose: To reclassify excess budget to be reserved for capital projects.

246 - Code Enforcement					
400 - Personnel Services	136,820	(2,500)	134,320	(14,000)	120,320
500 - Supplies	4,500	-	4,500	-	4,500
600 - Contractual Services	7,000	9,415	16,415	1,000	17,415
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 246 - Code Enforcement	148,320	6,915	155,235	(13,000)	142,235

Purpose: To reclassify excess budget to be reserved for capital projects.

City of Starkville
FY24 Budget Adjustments
Agenda Date: October 15, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
254 - DUI Grant					
400 - Personnel Services	181,337	-	181,337	(20,000)	161,337
Total 254 - DUI Grant	<u>181,337</u>	<u>-</u>	<u>181,337</u>	<u>(20,000)</u>	<u>161,337</u>

Purpose: To reclassify excess budget to be reserved for capital projects.

261 - Fire Department					
400 - Personnel Services	4,338,444	(37,970)	4,300,474	(37,500)	4,262,974
500 - Supplies	119,000	(1,680)	117,320	-	117,320
600 - Contractual Services	279,500	47,970	327,470	8,000	335,470
700 - Grants, Subsidies and Allocations	40,000	173,279	213,279	-	213,279
800 - Debt Service	226,385	-	226,385	-	226,385
900 - Capital Outlay	45,000	(10,000)	35,000	-	35,000
Total 261 - Fire Department	<u>5,048,329</u>	<u>171,599</u>	<u>5,219,928</u>	<u>(29,500)</u>	<u>5,190,428</u>

Purpose: To reclassify excess budget to be reserved for capital projects.

281 - Building/Community Development					
400 - Personnel Services	288,355	-	288,355	(21,000)	267,355
500 - Supplies	7,100	-	7,100	(2,500)	4,600
600 - Contractual Services	35,500	-	35,500	(16,000)	19,500
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
281 - Building/Community Development	<u>330,955</u>	<u>-</u>	<u>330,955</u>	<u>(39,500)</u>	<u>291,455</u>

Purpose: To reclassify excess budget to be reserved for capital projects.

290 - Civil Defense/Warning System					
600 - Contractual Services	18,000	1,250	19,250	-	19,250
Total 290 - Civil Defense/Warning System	<u>18,000</u>	<u>1,250</u>	<u>19,250</u>	<u>-</u>	<u>19,250</u>

301 - Street					
400 - Personnel Services	1,013,115	-	1,013,115	(10,500)	1,002,615
500 - Supplies	281,000	17,400	298,400	(35,000)	263,400
600 - Contractual Services	620,400	-	620,400	(45,000)	575,400
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	48,075	-	48,075	(16,860)	31,215
900 - Capital Outlay	75,000	-	75,000	(60,000)	15,000
Total 301 - Street	<u>2,037,590</u>	<u>17,400</u>	<u>2,054,990</u>	<u>(167,360)</u>	<u>1,887,630</u>

Purpose: To reclassify excess budget to be reserved for capital projects.

360 - Animal Control					
400 - Personnel Services	110,825	-	110,825	(14,500)	96,325
500 - Supplies	6,500	-	6,500	-	6,500
600 - Contractual Services	6,500	-	6,500	-	6,500
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 360 - Animal Control	<u>123,825</u>	<u>-</u>	<u>123,825</u>	<u>(14,500)</u>	<u>109,325</u>

Purpose: To reclassify excess budget to be reserved for capital projects.

550 - Parks and Recreation					
600 - Contractual Services	1,505,000	150,000	1,655,000	75,000	1,730,000
Total 550 Parks and Recreation	<u>1,505,000</u>	<u>150,000</u>	<u>1,655,000</u>	<u>75,000</u>	<u>1,730,000</u>

Purpose: To increase parks operating budget.

City of Starkville
FY24 Budget Adjustments
Agenda Date: October 15, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
600 - Capital Projects					
700 - Grants, Subsidies and Allocations	7,500	-	7,500	(7,000)	500
900 - Capital Outlay	100,000	-	100,000	-	100,000
Total 600 - Capital Projects	107,500	-	107,500	(7,000)	100,500

Purpose: To reclassify excess budget to be reserved for capital projects.

800 - Debt Service					
800 - Debt Service	15,000	-	15,000	(1,000)	14,000
Total - 800 Debt Service	15,000	-	15,000	(1,000)	14,000

900 - Interfund Transactions					
900 - Beginning Fund Balance and Contingency	2,785,000	-	2,785,000	-	2,785,000
990 - Transfers	3,066,300	310,255	3,376,555	737,135	4,113,690
Total 900 - Interfund Transactions	5,851,300	310,255	6,161,555	737,135	6,898,690

Purpose: To increase budget to Transfer to Capital Projects Fund and City Owned Building Fund for Library HVAC.

Total General Fund Expenditures	28,612,950	972,795	29,585,745	-	29,585,745
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Fund 002 - Restricted Police Fund

Revenues

330 - Fines and Forfeits	12,000	2,700	14,700	-	14,700
380 - Transfers and Nonrevenue Receipts	1,500	3,500	5,000	-	5,000
Total Revenues	13,500	6,200	19,700	-	19,700

Expenditures

500 - Supplies	9,000	2,700	11,700	-	11,700
900 - Capital Outlay	4,500	3,500	8,000	-	8,000
Total Expenditures	13,500	6,200	19,700	-	19,700

Fund 003 - Restricted Fire Fund

Revenues

230 - Intergovernmental Revenues	167,000	-	167,000	-	167,000
Total Revenues	167,000	-	167,000	-	167,000

Expenditures

500 - Supplies	2,000	-	2,000	-	2,000
600 - Contractual Services	750	-	750	-	750
800 - Debt Service	163,816	-	163,816	-	163,816
900 - Capital Outlay	434	-	434	-	434
Total Expenditures	167,000	-	167,000	-	167,000

City of Starkville
FY24 Budget Adjustments
Agenda Date: October 15, 2024

	<u>Original Budget</u>	<u>Prior Adjustments</u>	<u>Current Budget</u>	<u>Budget Adjustments</u>	<u>Amended Budget</u>
Fund 015 - Airport					
Revenues					
230 - Intergovernmental Revenues	285,714	196,346	482,060		482,060
340 - Miscellaneous	23,000	-	23,000	-	23,000
360 - Charges for Services	792,425	105,000	897,425	61,000	958,425
380 - Transfers and Non Revenue Receipts	550,000	(148,584)	401,416		401,416
Total Revenues	1,651,139	152,762	1,803,901	61,000	1,864,901
Expenditures					
400 - Personnel Services	312,500	-	312,500	-	312,500
500 - Supplies	642,500	100,000	742,500	55,000	797,500
600 - Contractual Services	121,350	5,000	126,350	6,000	132,350
700 - Grants, Subsidies and Allocations	-	65,027	65,027	-	65,027
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	574,790	(17,265)	557,525	-	557,525
Total Expenditures	1,651,139	152,762	1,803,901	61,000	1,864,901

Purpose: To budget increased fuel sales and purchases.

Fund 016 - Restricted Airport

Revenues					
230 - Intergovernmental Revenues	458,426	711,552	1,169,978	-	1,169,978
Total Revenues	458,426	711,552	1,169,978	-	1,169,978
Expenditures					
600 - Contractual Services	174,277	192,185	366,462	-	366,462
700 - Grants, Subsidies and Allocations	284,149	519,367	803,516	-	803,516
Total Expenditures	458,426	711,552	1,169,978	-	1,169,978

Fund 022 - Sanitation

Revenues					
250 - Grants	-	9,710	9,710	-	9,710
340 - Miscellaneous	3,525,000	-	3,525,000	-	3,525,000
380 - Transfers and Non Revenue Receipts	25,000	-	25,000	-	25,000
Total Revenues	3,550,000	9,710	3,559,710	-	3,559,710
Expenditures					
400 - Personnel Services	1,961,486	-	1,961,486	-	1,961,486
500 - Supplies	308,500	42,560	351,060	(10,000)	341,060
600 - Contractual Services	846,000	(49,420)	796,580	10,000	806,580
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	392,146	17,710	409,856	-	409,856
900 - Capital Outlay	41,868	(1,140)	40,728	-	40,728
Total Expenditures	3,550,000	9,710	3,559,710	-	3,559,710

Purpose: To reclassify budget for landfill fees.

City of Starkville
FY24 Budget Adjustments
Agenda Date: October 15, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 023 Landfill					
Revenues					
380 - Transfers and Non Revenue Receipts	1,180,000	-	1,180,000	-	1,180,000
Total Revenues	1,180,000	-	1,180,000	-	1,180,000
Expenditures					
600 - Contractual Services	265,000	-	265,000	-	265,000
900 - Capital Outlay	915,000	-	915,000	-	915,000
Total Expenditures	1,180,000	-	1,180,000	-	1,180,000

Fund 120 Modernization Use Tax

Revenues					
230 - Intergovernmental Revenues	2,075,000	-	2,075,000	-	2,075,000
380 - Transfers and Non Revenue Receipts	500,000	36,000	536,000	-	536,000
Total Revenues	2,575,000	36,000	2,611,000	-	2,611,000
Expenditures					
800 - Debt Service	722,200	-	722,200	-	722,200
900 - Capital Outlay	1,852,800	36,000	1,888,800	-	1,888,800
Total Expenditures	2,575,000	36,000	2,611,000	-	2,611,000

Fund 200 Debt Service Fund

Revenues					
340 - Miscellaneous	116,857	-	116,857	5,000	121,857
380 - Transfers and Non Revenue Receipts	2,706,300	-	2,706,300	-	2,706,300
Total Revenues	2,823,157	-	2,823,157	5,000	2,828,157
Expenditures					
800 - Debt Service	2,823,157	-	2,823,157	(195,000)	2,628,157
990 - Transfers	-	-	-	200,000	200,000
Total Expenditures	2,823,157	-	2,823,157	5,000	2,828,157

Purpose: To transfer amount budgeted for Garan TIF to City Owned Building Fund for HVAC.

Fund 300 Capital Projects Fund

Revenues					
250 - Grants	-	154,525	154,525	-	154,525
340 - Miscellaneous	-	2,750	2,750	-	2,750
380 - Transfers and Non Revenue Receipts	5,997,500	340,170	6,337,670	476,635	6,814,305
Total Revenues	5,997,500	497,445	6,494,945	476,635	6,971,580
Expenditures					
600 - Contractual Services	-	84,500	84,500	-	84,500
900 - Capital Outlay	5,964,167	412,945	6,377,112	375,055	6,752,167
990 - Transfers	33,333	-	33,333	101,580	134,913
Total Expenditures	5,997,500	497,445	6,494,945	476,635	6,971,580

Purpose: To adjust budget to transfer to City Owned Building Fund and for Linkage Tap Grant Match.

City of Starkville
FY24 Budget Adjustments
Agenda Date: October 15, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 301 City Owned Building Fund					
Revenues					
380 - Transfers and Non Revenue Receipts	-	-	-	510,500	510,500
Total Revenues	-	-	-	510,500	510,500
Expenditures					
900 - Capital Outlay	-	-	-	510,500	510,500
Total Expenditures	-	-	-	510,500	510,500
Purpose: To establish budget for City Owned Building Fund for Library HVAC.					
Fund 303 Industrial Park Bond					
Revenues					
380 - Transfers and Non Revenue Receipts	200,000	12,000	212,000	-	212,000
Total Revenues	200,000	12,000	212,000	-	212,000
Expenditures					
600 - Contractual Services	200,000	12,000	212,000	-	212,000
Total Expenditures	200,000	12,000	212,000	-	212,000
Fund 305 2022 GO Public Improvement Bonds					
Revenues					
340 - Miscellaneous	-	2,000	2,000	-	2,000
380 - Transfers and Non Revenue Receipts	1,250,000	6,202,075	7,452,075	-	7,452,075
Total Revenues	1,250,000	6,204,075	7,454,075	-	7,454,075
Expenditures					
600 - Contractual Services	-	306,400	306,400	-	306,400
900 - Capital Outlay	1,250,000	5,897,675	7,147,675	-	7,147,675
Total Expenditures	1,250,000	6,204,075	7,454,075	-	7,454,075
Fund 306 2022 Local Improvements Project Fund					
Revenues					
380 - Transfers and Non Revenue Receipts	100,000	(28,000)	72,000	-	72,000
Total Revenues	100,000	(28,000)	72,000	-	72,000
Expenditures					
900 - Capital Outlay	100,000	(28,000)	72,000	-	72,000
Total Expenditures	100,000	(28,000)	72,000	-	72,000
Fund 309 - American Relief Fund					
Revenues					
230 - Intergovernmental Revenues	6,666,911	-	6,666,911	-	6,666,911
340 - Miscellaneous	205,000	-	205,000	-	205,000
380 - Transfers and Non Revenue Receipts	5,000,000	1,475,000	6,475,000	-	6,475,000
Total Revenues	11,871,911	1,475,000	13,346,911	-	13,346,911
Expenditures					
600 - Contractual Services	10,871,911	-	10,871,911	-	10,871,911
900 - Capital Outlay	1,000,000	1,475,000	2,475,000	-	2,475,000
Total Expenditures	11,871,911	1,475,000	13,346,911	-	13,346,911

City of Starkville
FY24 Budget Adjustments
Agenda Date: October 15, 2024

	<u>Original Budget</u>	<u>Prior Adjustments</u>	<u>Current Budget</u>	<u>Budget Adjustments</u>	<u>Amended Budget</u>
Fund 311 - Main Street Corridor Improvements Project					
Revenues					
230 - Intergovernmental Revenues	400,000	-	400,000	-	400,000
340 - Miscellaneous	5,000	-	5,000	-	5,000
380 - Transfers and Non Revenue Receipts	2,875,000	500,000	3,375,000	-	3,375,000
Total Revenues	<u>3,280,000</u>	<u>500,000</u>	<u>3,780,000</u>	<u>-</u>	<u>3,780,000</u>
Expenditures					
600 - Contractual Services	377,000	-	377,000	-	377,000
900 - Capital Outlay	2,903,000	500,000	3,403,000	-	3,403,000
Total Expenditures	<u>3,280,000</u>	<u>500,000</u>	<u>3,780,000</u>	<u>-</u>	<u>3,780,000</u>
Fund 312 - Parks Capital Projects Fund (2023)					
Revenues					
340 - Miscellaneous	-	104,000	104,000	-	104,000
380 - Transfers and Non Revenue Receipts	13,500,000	45,000	13,545,000	-	13,545,000
Total Revenues	<u>13,500,000</u>	<u>149,000</u>	<u>13,649,000</u>	<u>-</u>	<u>13,649,000</u>
Expenditures					
600 - Contractual Services	343,820	277,000	620,820	-	620,820
900 - Capital Outlay	13,156,180	(128,000)	13,028,180	-	13,028,180
Total Expenditures	<u>13,500,000</u>	<u>149,000</u>	<u>13,649,000</u>	<u>-</u>	<u>13,649,000</u>
Fund 313 - Spring/Hwy 12 Linkage Tap					
Revenues					
230 - Intergovernmental Revenues	466,667	-	466,667	69,157	535,824
380 - Transfers and Non Revenue Receipts	33,333	-	33,333	51,580	84,913
Total Revenues	<u>500,000</u>	<u>-</u>	<u>500,000</u>	<u>120,737</u>	<u>620,737</u>
Expenditures					
900 - Capital Outlay	500,000	-	500,000	120,737	620,737
Total Expenditures	<u>500,000</u>	<u>-</u>	<u>500,000</u>	<u>120,737</u>	<u>620,737</u>
Purpose: To increase budget for Linkage Tap Project phase 2 and 3.					
Fund 319 - Public Improvement Bonds 2018					
Revenues					
340 - Miscellaneous	-	245	245	-	245
380 - Transfers and Non Revenue Receipts	200,000	(47,436)	152,564	-	152,564
Total Revenues	<u>200,000</u>	<u>(47,191)</u>	<u>152,809</u>	<u>-</u>	<u>152,809</u>
Expenditures					
900 - Capital Outlay	200,000	(47,191)	152,809	-	152,809
Total Expenditures	<u>200,000</u>	<u>(47,191)</u>	<u>152,809</u>	<u>-</u>	<u>152,809</u>

City of Starkville
FY24 Budget Adjustments
Agenda Date: October 15, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 375 - Park and Rec Tourism					
Revenues					
230 - Intergovernmental Revenues	2,850,000	-	2,850,000	-	2,850,000
380 - Transfers and Non Revenue Receipts	2,100,000	(65,000)	2,035,000	-	2,035,000
Total Revenues	4,950,000	(65,000)	4,885,000	-	4,885,000
Expenditures					
600 - Contractual Services	620,000	-	620,000	-	620,000
800 - Debt Service	1,364,060	161,350	1,525,410	-	1,525,410
900 - Capital Outlay	2,965,940	(226,350)	2,739,590	-	2,739,590
Total Expenditures	4,950,000	(65,000)	4,885,000	-	4,885,000
Fund 377 - Build Grant MS 182 / MLK Corridor					
Revenues					
230 - Intergovernmental Revenues	6,450,000	-	6,450,000	-	6,450,000
380 - Transfers and Non Revenue Receipts	200,000	175,000	375,000	-	375,000
Total Revenues	6,650,000	175,000	6,825,000	-	6,825,000
Expenditures					
600 - Contractual Services	650,000	-	650,000	-	650,000
900 - Capital Outlay	6,000,000	175,000	6,175,000	-	6,175,000
Total Expenditures	6,650,000	175,000	6,825,000	-	6,825,000
Fund 380 - Park Bonds 2020					
Revenues					
380 - Transfers and Non Revenue Receipts	400,000	374,390	774,390	-	774,390
Total Revenues	400,000	374,390	774,390	-	774,390
Expenditures					
600 - Contractual Services	-	36,025	36,025	-	36,025
900 - Capital Outlay	400,000	338,365	738,365	-	738,365
Total Expenditures	400,000	374,390	774,390	-	774,390
Fund 700 - Stark/Hospital Road					
Revenues					
340 - Miscellaneous	3,000	-	3,000	-	3,000
380 - Transfers and Non Revenue Receipts	1,250,000	40,000	1,290,000	-	1,290,000
Total Revenues	1,253,000	40,000	1,293,000	-	1,293,000
Expenditures					
500 - Supplies	-	-	-	-	-
600 - Contractual Services	1,253,000	40,000	1,293,000	(502,000)	791,000
990 - Transfers	-	-	-	502,000	-
Total Expenditures	1,253,000	40,000	1,293,000	-	791,000

Purpose: To adjust budget to transfer funds to Water Dept to reimburse expenses related to Waste Water Treatment Plant.



Starkville Utilities – Electric Division
Board Budget Year 2024 (10/2023-9/2024) Amendment

		Current Budget	Amendments	Amended Budget
	<u>Revenues</u>			
100	Electric Sales	\$ 42,238,774		\$ 42,238,774
110	Forfeited Customer Discounts	\$ 250,000		\$ 250,000
111	Misc. Service Revenue	\$ 250,000		\$ 250,000
112	Interest Income	\$ 3,000	190,969	\$ 193,969
120	Rent from Electric Property	\$ 315,000		\$ 315,000
130	Water Sewer Reimbursement	\$ 1,000,000		\$ 1,000,000
131	Sanitation Reimbursement	\$ 75,000		\$ 75,000
132	City Reimbursement for Lights	\$ 10,000		\$ 10,000
	From Retained Earnings	\$ 131,938	298,219	\$ 430,157
	Other Revenues	\$ 2,034,938	489,188	\$ 2,524,126
	Total Revenues	\$ 44,273,712	489,188	\$ 44,762,900

Expenses

150	Purchased Power Expense	\$ 33,283,066		\$ 33,283,066
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Payroll Expenses

200	Employee Salaries	\$ 2,339,660		\$ 2,339,660
201	Employee Overtime	\$ 60,000		\$ 60,000
202	Employer Contributions - State Retirement	\$ 447,537		\$ 447,537
203	Employer Contributions - Social Security	\$ 183,574		\$ 183,574
204	Employer Contributions - Group Insurance	\$ 185,000		\$ 185,000
205	Payroll Expense from Other Departments	\$ 65,000		\$ 65,000
	Total Payroll Expenses	\$ 3,280,771	-	\$ 3,280,771

Operating Expenses

300	City Administrative Cost Reimbursement	\$ 140,000	41,464	\$ 181,464
302	Billing Services	\$ 325,000		\$ 325,000
303	Contract Services	\$ 485,000		\$ 485,000
305	Insurance	\$ 260,000		\$ 260,000
306	Communications	\$ 90,000		\$ 90,000
307	Office Supplies	\$ 70,000		\$ 70,000
308	Safety Supplies	\$ 25,000		\$ 25,000
309	Uniforms	\$ 35,000	5,000	\$ 40,000
310	Utilities	\$ 15,000		\$ 15,000

311	Travel & Training	\$	45,000		\$	45,000
312	Dues	\$	50,000		\$	50,000
314	Collection & Bank Fees	\$	30,000	17,924	\$	47,924
315	Postage	\$	8,000		\$	8,000
316	Advertising	\$	6,000	6,000	\$	12,000
318	Miscellaneous	\$	10,000		\$	10,000
Total Operating Expenses		\$	1,594,000	70,388	\$	1,664,388

Maintenance Expenses

400	Expensed Materials & Supplies	\$	280,000		\$	280,000
401	ROW Clearing	\$	500,000	118,392	\$	618,392
403	Gas & Fuel Expense	\$	180,000		\$	180,000
404	Equipment Repairs & Maintenance	\$	200,000	89,488	\$	289,488
405	Substation Repairs & Supplies	\$	40,000	160,856	\$	200,856
406	Building Repairs & Maintenance	\$	50,000	35,064	\$	85,064
407	General Maintenance	\$	50,000		\$	50,000
Total Maintenance Expenses		\$	1,300,000	403,800	\$	1,703,800

Capital Expenses

500	Capitalized Materials & Supplies	\$	930,000		\$	930,000
501	Asset Purchases - Building & Grounds	\$	25,000		\$	25,000
502	Asset Purchases - Equipment & Vehicles & IT Equip.	\$	578,000		\$	578,000
503	Capital Projects & Construction	\$	1,289,100		\$	1,289,100
Total Capital Expenses		\$	2,822,100	-	\$	2,822,100

Debt Expenses

600	Interest Expense on Long-term Debt	\$	143,775		\$	143,775
601	Principal Paid on Long-term Debt	\$	485,000	15,000	\$	500,000
Total Debt Expenses		\$	628,775	15,000	\$	643,775

700	Tax Equivalency	\$	1,365,000		\$	1,365,000
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Total Expenses		\$	44,273,712	489,188	\$	44,762,900
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Total Revenues Over Expenses		\$	-	\$	-	\$	-
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Starkville Utilities – Water & Sewer Division
Board Budget Year 2024 (10/2023-9/2024) Amendment

	Current Budget	Amendments	Amended Budget
<u>Revenues</u>			
100 Water Sales Revenues	\$ 5,376,631		\$ 5,376,631
101 Sewer Sales Revenues	\$ 4,021,898		4,021,898
Total Sales Revenues	\$ 9,398,529	\$ -	\$ 9,398,529
110 Forfeited Customer Discounts	\$ 100,000		100,000
111 Misc. Service Revenue	\$ 50,000	50,000	100,000
112 Interest Income	\$ 5,000	75,000	80,000
113 Tap Fees	\$ 150,000	150,000	300,000
114 Tower Lease	\$ 370,000	83,228	453,228
115 MSU Wastewater Treatment Income	\$ 1,000,000	996,558	1,996,558
116 Wastewater Revenue	\$ 40,000		40,000
117 Federal & State Grant Revenue	\$ 700,000		700,000
From Retained Earnings	\$ 942,690	296,560	1,239,250
Total Other Revenues	\$ 3,357,690	\$ 1,651,346	\$ 5,009,036
Total Revenues	\$ 12,756,219	\$ 1,651,346	\$ 14,407,565
<u>Expenses</u>			
<u>Payroll Expenses</u>			
200 Employee Wages	\$ 1,265,021	\$ 292,661	\$ 1,557,682
201 Employee Overtime	\$ 120,000		120,000
202 Employer Contributions - State Retirement	\$ 258,306		258,306
203 Employer Contributions - Social Security	\$ 105,954		105,954
204 Employer Contributions - Group Insurance	\$ 140,000		140,000
205 Payroll Expense from Other Departments	\$ 650,000	129,318	779,318
Total Payroll Expenses	\$ 2,539,281	\$ 421,979	\$ 2,961,260
<u>Operating Expenses</u>			
300 City Administrative Costs Reimbursement	\$ 75,000		\$ 75,000
301 Rental Allocation to Electric Dept	\$ 160,000		160,000
302 Billing Services	\$ 150,000		150,000
303 Contract Services	\$ 255,000	333,243	588,243
304 Water Quality Analysis	\$ 40,000		40,000
305 Insurance	\$ 70,000		70,000
306 Communications	\$ 50,000	16,678	66,678
307 Office Supplies	\$ 30,000		30,000
309 Uniforms	\$ 20,000		20,000
310 Utilities	\$ 1,000,000		1,000,000
311 Travel & Training	\$ 10,000	1,861	11,861
312 Dues	\$ 5,000	2,662	7,662
316 Advertising	\$ 5,000		5,000
318 Miscellaneous	\$ 10,000		10,000

Total Operating Expenses		\$ 1,880,000	\$ 354,444	\$ 2,234,444
<u>Maintenance Expenses</u>				
400	Expensed Materials & Supplies	\$ 800,000		\$ 800,000
401	Chemicals	\$ 180,000		180,000
403	Gas & Fuel Expense	\$ 100,000		100,000
404	Equipment Repairs & Maintenance	\$ 400,000		400,000
	Aerator Expense		50,000	50,000
405	Infrastructure Repairs & Maintenance	\$ 500,000		500,000
406	Building Repairs & Maintenance	\$ 200,000		200,000
408	Tank & Well Maintenance	\$ 80,000		80,000
409	MSU Pump Operations & Maintenance	\$ 1,000,000	824,923	1,824,923
410	Remote Pump Station Maintenance	\$ 40,000		40,000
Total Maintenance Expenses		\$ 3,300,000	\$ 874,923	\$ 4,174,923
<u>Capital Expenses</u>				
501	Asset Purchases - Building & Grounds	\$ 200,000		\$ 200,000
502	Asset Purchases - Equipment & Vehicles	\$ 560,000		560,000
503	Capital Projects & Construction	\$ 2,771,500		2,771,500
Total Capital Expenses		\$ 3,531,500	\$ -	\$ 3,531,500
<u>Debt Expenses</u>				
600	Interest Expense on Long-term Debt	\$ 395,168		\$ 395,168
601	Principal Paid on Long-term Debt	\$ 1,110,270		1,110,270
Total Debt Expenses		\$ 1,505,438	\$ -	\$ 1,505,438
Total Expenses		\$ 12,756,219	\$ 1,651,346	\$ 14,407,565
Total Revenues Over Expenses		\$ -	\$ -	\$ -

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
City of Starkville
110 West Main Street, Starkville MS 39759
2. List the date and population of the latest official U.S. Census or most recent official census:
2020 census – 25,997 plus 2022 annexation area – 1,324 = 27,321
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
See Attached (Appendix A)
4. Period of time covered by this questionnaire:

From: October 1, 2023
To: September 30, 2024
5. Expiration date of current elected officials' term: June 30, 2025

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2024

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) ___Y___
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) ___Y___
3. Are municipal records open to the public? (Section 25-61-5) Y___
4. Are meetings of the board open to the public? (Section 25-41-5) Y___
5. Are notices of special or recess meetings posted? (Section 25-41-13) Y___
5. Are all required personnel covered by appropriate surety bonds?
 - Board or council members (Sec. 21-17-5) ___Y___
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) ___Y___
 - @ Municipal clerk (Section 21-15-38) ___Y___
 - Deputy clerk (Section 21-15-23) ___Y___
 - Chief of police (Section 21-21-1) ___Y___
 - Deputy police (Section 45-5-9) (if hired under this law) ___NA___
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) ___Y___
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) ___Y___
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) ___Y___
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) ___Y___
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) ___Y___

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19) _____Y_____

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7) _____Y_____
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) _____Y_____
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7) _____Y_____
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) _____Y_____
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13) _____Y_____
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) _____Y_____
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) _____Y_____
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) _____Y_____
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) _____Y_____
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) _____Y_____

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) _____Y_____
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) _____Y_____
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) _____Y_____
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) _____Y_____
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) _____Y_____
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] _____Y_____
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) _____Y_____
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? _____Y_____
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) _____Y_____

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] _____Y_____
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] _____Y_____
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] _____Y_____
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) _____Y_____

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) ___Y___
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) ___Y___
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) ___Y___
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) ___Y___
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) ___Y___

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) ___Y___
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) ___Y___
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) ___NA___
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) ___Y___
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) ___Y___
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) ___Y___
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) ___Y___
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) ___Y___

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) _____Y_____
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) _____Y_____
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) _____Y_____
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) _____Y_____
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) _____Y_____
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) _____Y_____
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) _____Y_____

APPENDIX A:

<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Mayor	D. Lynn Spruill	1016 F Louisville St	662-648-9706
Alderman Ward 1	Kim Moreland	2210 Plum Rd	662-769-0792
Alderman Ward 2	Sandra Sistrunk	810 Howard Road	662-418-4574
Alderman Ward 3	Jeffrey Rupp	108 Oakmont Road	662-364-7021
Alderman Ward 4	Mike Brooks	106 Shotts Ave	662-418-8978
Alderman Ward 5	Hamp Beatty	112 St Charles Ave	662-418-8978
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-323-2004
City Attorney	Berk Huskison	215 N. 5th St Columbus, MS 39701	662-245-5134

**CITY OF
STARKVILLE, MS**

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2024

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Starkville, MS and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

19. CONSIDERATION TO HIRE AVERY BROWN AS SANITATION WORKER AND EDTRON TAYLOR AS SEASONAL SANITATION WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Avery Brown as a Sanitation Worker and Edtron Taylor as a Seasonal Sanitation Worker” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO HIRE SHANE AGUAYO AS AN ASSISTANT PERMIT TECHNICIAN FOR THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Shane Aguayo as an Assistant Permit Technician for the Community Development Department” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO RENEW THE GOOGLE WORKSPACE CONTRACT FROM SADA SYSTEMS AT ANNUAL FEE OF \$17,280.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval to renew the Google Workspace contract from SADA Systems for \$17,280.00” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO DECLARE THE FOLLOWING STARKVILLE POLICE DEPARTMENT VEHICLES AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVDEALS.COM, DISCARD, OR SELL DIRECTLY TO A SCRAP DEALER: 2011 CHEVROLET TAHOE VIN 2260, 2013 FORD TAURUS VIN 8066 AND 2013 FORD TAURUS VIN 8064.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval to declare the following Starkville Police Department vehicles as surplus and advertise for sale to the highest bidder on Govdeals.Com, discard, or sell directly to a scrap dealer: 2011 Chevrolet Tahoe VIN 2260, 2013 Ford Taurus VIN 8066 and 2013 Ford Taurus VIN 8064” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO PURCHASE FROM UNITED SHIELD INTERNATIONAL LLC, THE LOWER OF TWO ESTIMATES AT A COST OF \$7,864.08, (12) SIDE PANEL ARMOR SETS AND (8) STAND ALONE PLATES FROM THE STATE FORFEITED FUNDS LINE ITEM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval to purchase from United Shield International LLC, the lower of two estimates at a cost of \$7,864.08, (12) side panel armor sets and (8) stand-alone plates from the state forfeited funds line item” is enumerated, this consent item is thereby approved. Two Quotes: United Shield - \$7,864.08 and Defender Armor - \$11,215.00.

24. CONSIDERATION OF THE PURCHASE OF A 25-YARD REFUSE TRUCK FROM INGRAM EQUIPMENT COMPANY, THE LOWEST BIDDER IN THE AMOUNT OF \$277,500.00 WITH A LOANER TRUCK TO BE PROVIDED FREE OF CHARGE UNTIL DELIVERY OF NEW TRUCK TO BE FINANCED WITH A THREE-YEAR LOAN FROM GENERAL FUNDS TO SANITATION, NET OF INSURANCE PROCEEDS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a 25-yard refuse truck from Ingram Equipment Company, the lowest bidder in the amount of \$277,500.00 with a loaner truck to be provider free of charge until delivery of new truck, with financing to be a loan from General Funds to Sanitation net of insurance proceeds” is enumerated, this consent item is thereby approved.

Bid Date: 01 October 2024	25 Yard Rear Loader Refuse Truck	
Vendor:	Price:	Delivery:
Sansom Equipment Company	\$ 285,000.00	10 Days
Ingram Equipment Company	\$ 277,500.00	150 Days
Tri State Truck Center	\$ 388,416.34	210 Days
Burroughs Diesel - Offering 1	\$ 339,311.00	200 Days
Burroughs Diesel - Offering 2	\$ 332,062.00	14 Days

General Fund to Sanitation Fund					
25 Yard Refuse Truck - Ingram					
Loan Date		10/15/2024			
Purchase Price		277,500.00			
Down Payment from Insurance		(98,093.00)			
Loan Amount		179,407.00			
Loan Term (Years)		3			
Annual Interest Rate		3.50%			
Payments per Year		1			
Payment		\$64,036.49			
Payments	Date	Payment	Interest	Principal	Balance
0					\$ 179,407.00
1	10/15/2025	\$64,036.49	\$6,279.25	\$57,757.25	\$ 121,649.75
2	10/15/2026	\$64,036.49	\$4,257.74	\$59,778.75	\$ 61,871.00
3	10/15/2027	\$64,036.49	\$2,165.49	\$61,871.00	\$ -
Total		\$192,109.47	\$12,702.48	\$179,407.00	\$183,520.75

25. CONSIDERATION OF THE PURCHASE OF A STREET SWEEPER FROM INGRAM EQUIPMENT COMPANY, THE LOWEST BIDDER IN THE AMOUNT OF \$344,500.00 TO BE FINANCED WITH A FIVE-YEAR LOAN FROM GENERAL FUNDS TO SANITATION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a Street Sweeper from Ingram Equipment Company, the lowest bidder in the amount of \$344,500.00 with financing to be a five-year loan from General Funds to Sanitation” is enumerated, this consent item is thereby approved.

Bid Date: 01 October 2024	Street Sweeper	
Vendor:	Price:	Delivery:
Sansom Equipment Company	\$ 358,000.00	5 Days
Ingram Equipment Company	\$ 344,500.00	270 Days
Vacuum Truck Sales & Service	\$ 345,000.00	1 Day

General Fund to Sanitation Fund					
Street Sweeper- Ingram					
Loan Date		10/15/2024			
Purchase Price		344,500.00			
Down Payment from Insurance					
Loan Amount		344,500.00			
Loan Term (Years)		5			
Annual Interest Rate		3.50%			
Payments per Year		1			
Payment		\$76,300.33			
Quarter	Date	Payment	Interest	Principal	Balance
0					\$ 344,500.00
1	10/15/2026	\$76,300.33	\$12,057.50	\$64,242.83	\$ 280,257.17
2	10/15/2026	\$76,300.33	\$9,809.00	\$66,491.33	\$ 213,765.84
3	10/15/2027	\$76,300.33	\$7,481.80	\$68,818.52	\$ 144,947.32
4	10/15/2028	\$76,300.33	\$5,073.16	\$71,227.17	\$ 73,720.15
5	10/15/2029	\$76,300.35	\$2,580.20	\$73,720.15	\$ -
Total		\$381,501.67	\$37,001.66	\$344,500.00	

26. CONSIDERATION OF CHANGE ORDER #1 WITH G & L SANDBLASTING FOR A PRICE INCREASE OF \$8,000.00 FOR THE AZALEA LANE ELEVATED WATER TANK REHABILITATION PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #1 for a price increase of \$8,000.00 for the Azalea Lane Elevated Water Tank Rehabilitation project to complete the project” is enumerated, this consent item is thereby approved. This is a summary change order to complete the tank. This change order is to add a second logo to the tank. There is no increase of contract time needed for this work.

27. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM HARVEST TECHNOLOGY, LLC FOR ELECTRIC MOLE WHEEL REPLACEMENT IN THE AMOUNT OF \$5,742.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of accepting the sole source quote from Harvest Technology, LLC for electric mole wheel replacement in the amount of \$5,742.00” is enumerated, this consent item is thereby approved. This is a direct purchase from the manufacturer.

28. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM ANIXER FOR 1200 V-4 WATER MODULES IN THE AMOUNT OF \$168,960.00 IN THAT THEY ARE COMPATIBLE WITH CURRENT METER SOFTWARE AND ANIXTER IS THE SOLE SOURCE PROVIDER FOR HONEYWELL IN THIS AREA.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the sole source quote from Anixer for 1200 V-4 water modules in the amount of \$168,960.00” is enumerated, this consent item is thereby approved. These are water meter antenna for existing meters and are the latest generation (v4) which includes a battery that is advertised to last 20 years and has a 30% better signal than the v3.

29. CONSIDERATION OF EMERGENCY AUTHORIZATION, AS PER MISSISSIPPI CODE SECTION 31-7-13 (K) THAT AN EMERGENCY EXISTED SUCH THAT A DELAY WOULD HAVE BEEN DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY AND THE WELFARE OF ITS CITIZENS, TO PURCHASE THE MOTOR REPLACEMENT FOR THE PARKDALE WELL IN THE AMOUNT OF \$12,261.00 FROM DONALD SMITH COMPANY, INC.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of emergency authorization, as per Mississippi code section 31-7-13 (k) that an emergency exists such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority, to purchase motor replacement for the Parkdale Well in the amount of \$12,260.00 from Donald Smith Company, Inc.” is enumerated, this consent item is thereby approved. The well was out of service so time was critical in the repair. Two quotes received: Donald Smith Inc - \$12,261.00 and Parks and Parks Water Well Svc- \$12,351.40

30. CONSIDERATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2025 THROUGH JUNE 30, 2025.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Source of Supply bids for the Electric and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for January 1, 2025 through June 30, 2025” is enumerated, this consent item is thereby approved.

31. CONSIDERATION OF ACCEPTING GRANT AGREEMENT MODIFICATION #2 TO THE MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT FOR THE AERATOR REPLACEMENT PROJECT FOR THE WASTEWATER TREATMENT PLANT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 15, 2024 Official Agenda, and to accept items for consent, whereby the “approval of accepting Grant Agreement Modification #2 to the Municipality and County Water Infrastructure (MCWI) Grant for the Aerator Replacement project for the wastewater treatment plant” is enumerated, this consent item is thereby approved. The Grant modification #2 follows this page.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill recognized the following new Police Dept employees: Haley Hunt, Blanca Randolph and Jessica Ryan.

The Mayor recognized Charles Joran at his retirement after 28 years of service to the City of Starkville. She then recognized Chase Bair and Justin Edwards of the Starkville Fire Dept who recently returned from Florida where they assisted with search and rescue as part of the Task Force after Hurricane Helena.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the City for the explanation of the Hwy 182 improvements and closures. He expressed confusion over the proposed increase in the water and wastewater rates. He also inquired as to the holiday schedule for trash pickup.

PUBLIC APPEARANCE: None

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #2**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 194-2-CW-5.5

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality ("MDEQ"), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Starkville, UEI Number: JD6GFW5BX1L3 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") which was entered into on the 26th day of June 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 2. **PROJECT** is revised as follows:

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "Wastewater Treatment Plant Aerator Improvements" (the "Project").

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$8,900,415.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$2,240,000.00**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,240,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **\$1,000,000.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **\$4,420,415.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$356,016.60**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Million Two Hundred Forty Thousand Dollars and Zero Cents (\$2,240,000.00)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

Attachment A - Project Name, Scope of Work and Project Timeline and Requirements is replaced with the revised document attached.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1 and No. 2**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF STARKVILLE



Mayor Lynn Spruill
Signature of Authorized Representative

D. Lynn Spruill

Lynn Spruill
Printed Name

Mayor

Title

10-15-2024

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Wastewater Treatment Plant Aerator Improvements

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes rehabilitation of the current aeration processes at the Ernest E. Jones Wastewater Treatment Plant and associated appurtenances.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

- (1) SUBRECIPIENT agrees to the following schedule.
 - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
 - b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
 - c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already submitted to MDEQ;
 - d. Within 15 days of execution of this Agreement, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

PUBLIC HEARINGS:

FIRST PUBLIC HEARING ON AMENDING THE ORDINANCE 2021-07 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 AND TO ADD THE REQUIREMENTS FOR BUSINESSES THAT SERVE ALCOHOL TO PROVIDE SECURITY AND INSTALL CAMERAS AND FOR OTHER RELATED PURPOSES.

Mayor Spruill opened the Public Hearing after noting the proposed updates to the current Ordinance. There being no comments from the general public, the Mayor closed the Public Hearing. The second Public Hearing is set for November 5.

PUBLIC HEARING AND CONSIDERATION OF SE 24-07: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF ONE HOUSE AT 102 PRICE STREET IN A C ZONING DISTRICT.

City Planner Daniel Havelin presented SE 24-07. The applicant, Roger Price, is requesting a Special Exception to allow for the use of “Detached, Dwelling” located at 102 Price Street in a C (Commercial) zoning district with property #102C-00-211.00. On May 31, 2024, the applicant was issued a demolition permit to remove the house at 102 Price Street. Now that the previous house has been demolished, the applicant proposes building a replacement. The Use Chart in Section 13.3 of the Unified Development Code requires a Use Exception or a Special Exception for “Detached, Dwelling” in a C zoning district. The proposed use requires constructing a new building or major modification to an existing building or site. Therefore, the request is being reviewed as a Special Exception. Mr. Price was present for any questions.

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

32. CONSIDERATION OF SE 24-07: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF ONE HOUSE AT 102 PRICE STREET IN A C ZONING DISTRICT.

Alderman Beatty, duly seconded by Alderman Vaughn, offered a motion for the Board of Aldermen to approve SE 24-07 to allow for the placement of a “Detached, Dwelling” at 102 Price Street. 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 SE 24-08: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOME ON A VACANT LOT LOCATED SOUTHEAST OF THE INTERSECTION OF COLLIER ROAD AND ROCK HILL ROAD IN AN RN ZONING DISTRICT.

City Planner Daniel Havelin presented SE 24-08. The applicant, Kennedy Robinson, on behalf of Steven A. Robinson, to allow for the placement of a manufactured home on a vacant lot located southeast of the intersection of Collier Road and Rock Hill Road in an RN zoning district with property #116-23-007.28. The Use Chart in

Section 13.3 of the Unified Development Code requires a Use Exception or a Special Exception for “Dwelling, Manufactured And Modular Home” in an RN zoning district. Due to the lot configuration and existing overhead power, the applicant would prefer to place the structure running east to west with the front door facing south. Mr. Robinson was present for 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 SE 24-08 WITH THE REMOVAL OF ADDITIONAL STANDARD NUMBER FIVE TO ALLOW FOR THE PLACEMENT OF A “DWELLING, MANUFACTURED AND MODULAR HOME” ON A VACANT LOT LOCATED SOUTHEAST OF THE INTERSECTION OF COLLIER ROAD AND ROCK HILL ROAD IN AN RN ZONING DISTRICT WITH PROPERTY #116-23-007.28.

Alderman Rupp, duly seconded by Alderman Sistrunk, offered a motion approving SE 24-08 with the removal of additional standard number five to allow for the placement of a “Dwelling, Manufactured And Modular Home” on a vacant lot located southeast of the intersection of Collier Road and Rock Hill Road in an RN zoning district with property #116-23-007.28. 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 UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 502 MCKEE AVE., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102B-00-176.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

Code Enforcement Officer Sarah Perez presented 502 McKee Ave for Miss. Code Ann. § 21-19-11 determination. Initial inspection of 502 McKee Ave., Starkville, MS 39759, with the parcel number 102B-00-176.00, was performed by Code Enforcement Officer Sarah Perez on August 30, 2024, and re-inspection on September 27, 2024, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as overall upkeep of the property being neglected and natural deterioration over time. Public Notices of the public hearing were posted on the front entrance window at City Hall and on the subject property. on September 27, 2024. Notification letters of the public hearing were sent on September 27, 2024, to the property tax payer/owner Crabtree Properties LLC. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property ad valorem tax is collected and through Deed records. An Administrative Inspection Warrant was issued and signed by Judge Brian Kelley on October 02, 2024. The Administrative Inspection Warrant was executed by Officer Sarah Perez and Officer Gabriel Steenwyk on October 03, 2024, at approximately 14:06 hrs.

Mr. Crabtree appeared before the Mayor and Board stating he plans to demolish the property himself.

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

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

Property Link

OKTIBBEHA COUNTY, MS

Current Date 8/30/2024

Tax Year 2023

Records Last Updated 8/29/2024

PROPERTY DETAIL		
OWNER	CRABTREE PROPERTIES LLC	ACRES : **NA**
	P O BOX 502	LAND VALUE : 40000
		IMPROVEMENTS : 28810
	STARKVILLE MS 39760	TOTAL VALUE: 68810
		ASSESSED : 10322

PARCEL 102B-00-176.00
ADDRESS 502 MCKEE

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	568.95	568.95	0.00
CITY	330.30	330.30	0.00
SCHOOL	681.05	681.05	0.00
PENALTY & OTHER	3.95	3.95	0.00
TOTAL	1584.25	1584.25	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 6/14/2024

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	LOTS 3 & 4 & PT 5 20'
HOMESTEAD CODE	None	920/491 2002/2053
TAX DISTRICT	1110	MAP 102B DB/PG 735/516 831/207
PPIN	006252	B 2002 P 2053 04/18/2002
SECTION	03	
TOWNSHIP	18N	
RANGE	14E	

Book 2002

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[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year Sold To Redeemed Date/By

NO TAX SALES FOUND

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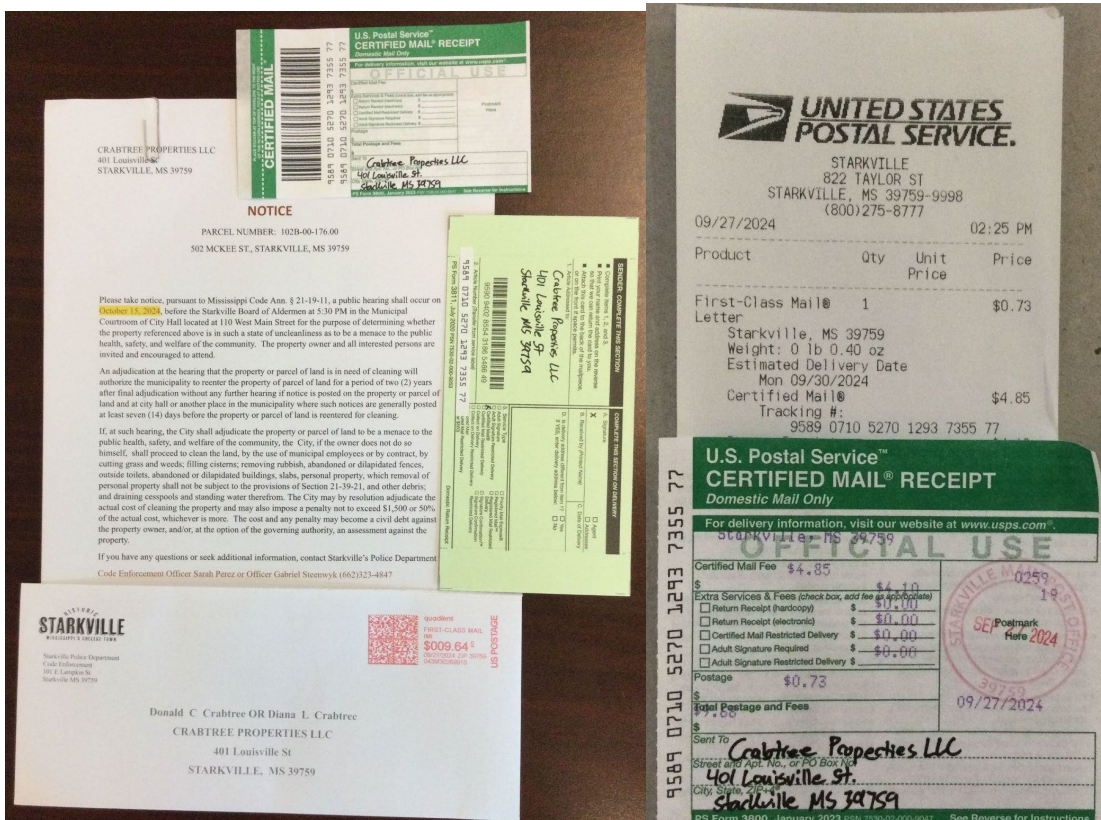
8/30/24 Photos Taken:



Photographs below were taken by Officer Sarah Perez on September 27, 2024, public hearing notices were posted in the front window at City Hall.



On September 27, 2024 public hearing notice was sent to the property owner.



An Administrative Inspection Warrant was issued and signed by Judge Brian Kelley on October 02, 2024.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

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

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

The entire house including any locked or secured rooms or compartments at 502 McKee Ave, Starkville, Oktibbeha, Mississippi, and any out buildings on the property to include a garage and storage buildings.

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

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

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

Witness my hand on this the 2 day of October 2024


Municipal Court Judge

This Administrative Inspection Warrant was executed by Officer Sarah Perez and Officer Gabriel Steenwyk on October 03, 2024, at approximately 14:06 hrs. Photographs were taken of the outside of the structure, as well as some taken on the inside of the structure. Mr. Donald Crabtree met with Officer Perez on the property and walked the property with Officer Perez.



34. CONSIDERATION TO DETERMINE THE BUILDING, LOCATED AT 502 MCKEE AVE., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102B-00-176.00, IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND WILL BE SUBJECT TO DEMOLITION UNDER MISS. CODE ANN. § 21-19-11, THUS ALLOWING THE CITY OF STARKVILLE TO CLEAN THE SITE.

Alderman Beatty, duly seconded by Alderman Vaughn, offered a motion to determine the property, located at 502 McKee St., Starkville, MS 39759, with the parcel number 102B-00-176.00, 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 and that the city take action to maintain the landscape of this property. 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 UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 203 WARE ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118O-00-182.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

Code Enforcement Officer Sarah Perez presented 203 Ware St. for Miss. Code Ann. § 21-19-11 determination. Initial inspection of 203 Ware St., Starkville, MS 39759, with the parcel number 118O-00-182.00, was performed by Code Enforcement Officer Sarah Perez on August 30, 2024, and re-inspection on September 27, 2024, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as rotting wood siding on the exterior walls of the structure, water damage, and overall upkeep of the property being neglected and natural deterioration over time. Public Notices of the public hearing were posted on the front entrance window at City Hall and on the subject property on September 27, 2024. Notification letters of the public hearing were sent on September 27, 2024, to the property tax payer/owner Brown Mary McGee Life Estate. The Administrative Inspection Warrant was executed by Officer Sarah Perez and Officer Gabriel Steenwyk on October 03, 2024, at approximately 09:58 hrs. Photographs were taken of the outside of the structure, as well as some taken on the inside of the structure.

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

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

Property Link

OKTIBBEHA COUNTY, MS

Current Date 8/30/2024

Tax Year 2023
Records Last Updated 8/29/2024

Records Last Updated 6/19/2024

PROPERTY DETAIL			
OWNER	BROWN MARY MCGEE LIFE ESTATE		ACRES : **NA**
	203 WARE ST		LAND VALUE : 9000
	STARKVILLE MS 39759		IMPROVEMENTS : 13520
			TOTAL VALUE: 22520
			ASSESSED : 3378
PARCEL ADDRESS	1180-00-182.00		
	NA		
TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	186.20	0.00	192.72
CITY	108.10	0.00	111.88
SCHOOL	222.88	0.00	230.68
TOTAL	517.18	0.00	538.28
3.50% Penalty + Print Fee			
A Print Fee May Apply, Contact County For Total.			
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	None		
HOMESTEAD CODE	None		
TAX DISTRICT	5110		
PPIN	001453		
SECTION	34		
TOWNSHIP	19N		
RANGE	14E		
Book	Page		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES			
Year	Sold To	Redeemed Date/By	
2023	STATE OF MISSISSIPPI	NOT REDEEMED	
2022	LONG LAND INVESTMENTS INC	NOT REDEEMED	
2021	SUNUP LTD PARTNERSHIP	8/ 8/2024	BROWN MARY MCGEE LIFE ESTATE
2020	RUC LLC	NOT REDEEMED	
2019	SUNUP LTD PARTNERSHIP	NOT REDEEMED	
2018	DOWNTOWN RESTORATION	8/12/2021	BROWN MARY MCGEE LIFE ESTATE
2017	AVATAR	8/21/2020	BROWN MARY MCGEE LIFE ESTATE
2016	MONT'S GRADY	8/23/2019	BROWN MARY MCGEE LIFE ESTATE
2015	MONT'S GRADY	8/29/2018	BROWN MARY MCGEE LIFE ESTATE

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The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on August 30, 2024, at approximately 11:15 hrs.



Violation Notice issued pages 1-5, Tuesday, September 6, 2024 and mailed to a Mary Brown McGee Life Estate.

STARKVILLE

City of Starkville, MS

101 E Lampson St
Starkville, MS 39759
Phone: (662) 323-4847

MFGDV US

City of Starkville, MS

Phone: (662) 323-4847

STARKVILLE

MFGDV US

City of Starkville, MS

Phone: (662) 323-4847

FIRST NOTICE OF VIOLATION

Mary McGee Life Estate Brown

203 Ware St

Starkville, MS 39759

Violation Location

203 Ware St

Starkville, MS 39759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on August 30, 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 16, 2024.

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

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

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS Mary McGee Life Estate Brown

Violations Listing

Dilapidated Structures (MCA Section 21-19-11)
Reported By: Sarah Perez on Aug 30, 2024 at 11:27 AM
Property or parcel of land determined to be menace to public health, safety and welfare.

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

MYGOV.US 24-000486, 09/06/2024 at 12:24 PM MYGOV.US City of Starkville, MS Phone: (662) 323-4847	Page 1/5 STARKVILLE MISSISSIPPI	MYGOV.US 24-000486, 09/06/2024 at 12:24 PM MYGOV.US City of Starkville, MS Phone: (662) 323-4847	Page 2/5 STARKVILLE MISSISSIPPI	MYGOV.US 24-000486, 09/06/2024 at 12:24 PM MYGOV.US City of Starkville, MS Phone: (662) 323-4847	Page 3/5 STARKVILLE MISSISSIPPI
					
					
					

Page 4/5

Page 5/5

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on September 27, 2024, at approximately 13:47 hrs. The photographs show that no apparent change has been made to change the appearance of the property.





Photographs below were taken by Officer Sarah Perez on September 27, 2024, public hearing notices were posted on the property and in the front window at City Hall.

BROWN MARY MCGEE LIFE ESTATE
203 WARE ST
STARKVILLE, MS 39759

NOTICE

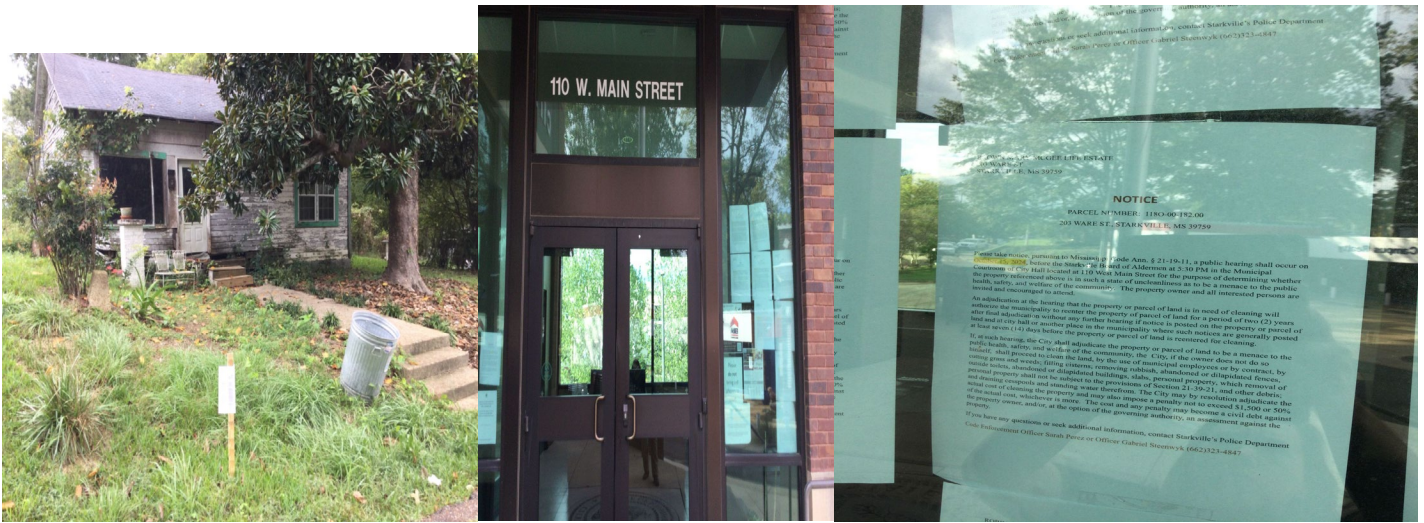
PARCEL NUMBER: 1180-00-182.00
203 WARE ST., STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **October 15, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

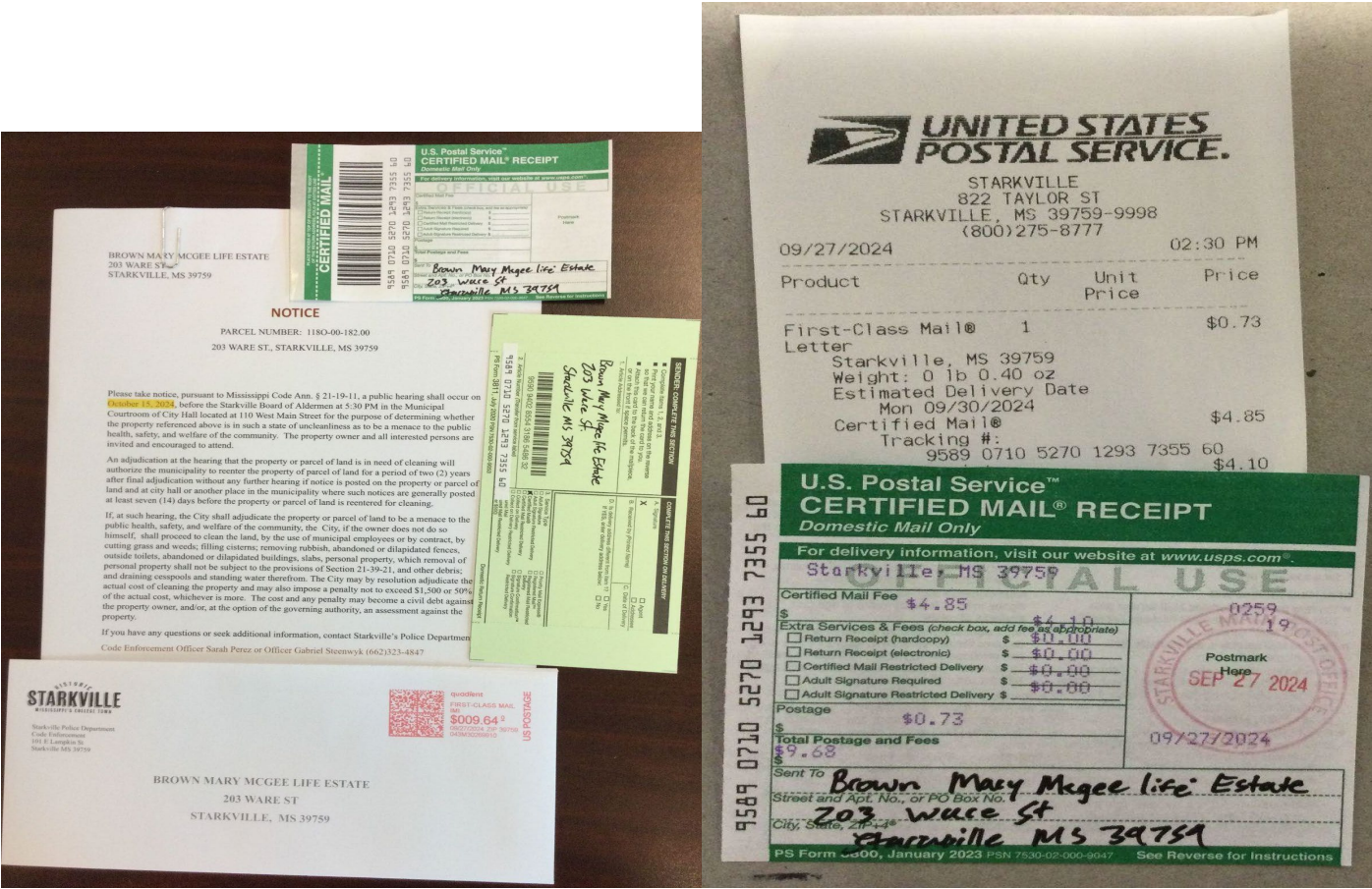
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (14) days before the property or parcel of land is reentered for cleaning.

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

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



On September 27, 2024 public hearing notice was sent to the property owner.



An Administrative Inspection Warrant was issued and signed by Judge Brian Kelley on October 02, 2024.

ADMINISTRATIVE INSPECTION WARRANT

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

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

The entire house including any locked or secured rooms or compartments at 203 Ware St., Starkville, Oktibbeha, Mississippi, and any out buildings on the property to include a garage and storage buildings.

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

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

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

Witness my hand on this the 2 day of October 2024


Municipal Court Judge

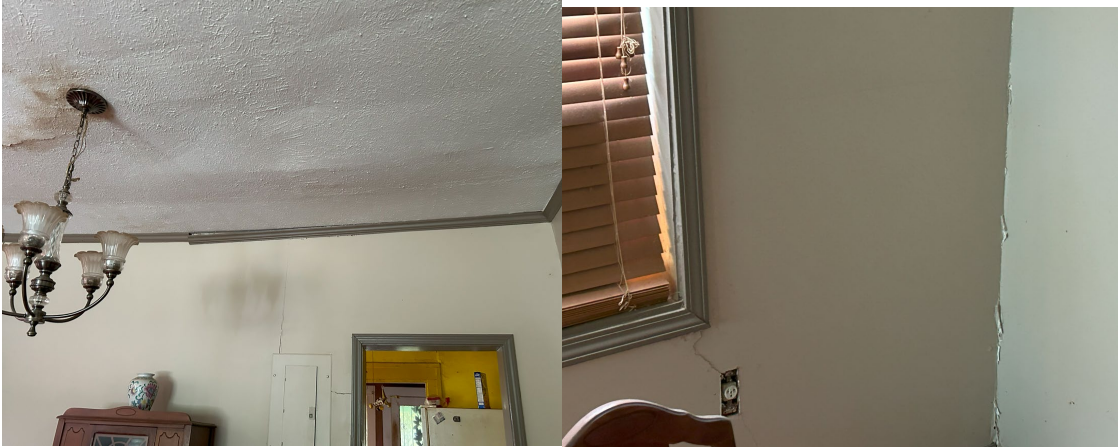
This Administrative Inspection Warrant was executed by Officer Sarah Perez and Officer Gabriel Steenwyk on October 03, 2024, at approximately 08:50 hrs. Photographs were taken of the outside of the structure, as well as some taken on the inside of the structure. Mr. Leroy Dunbar is the person residing at this property and was present at the time of this inspection. Living room entrance way floor is rotting and very weak to walk on. The door frame is also rotting. When the door was pulled shut the entire frame and wall moved.

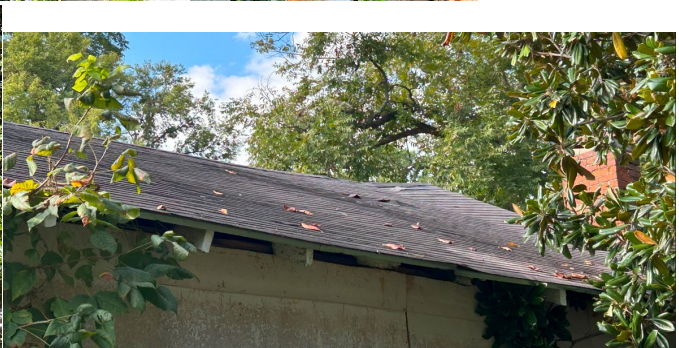
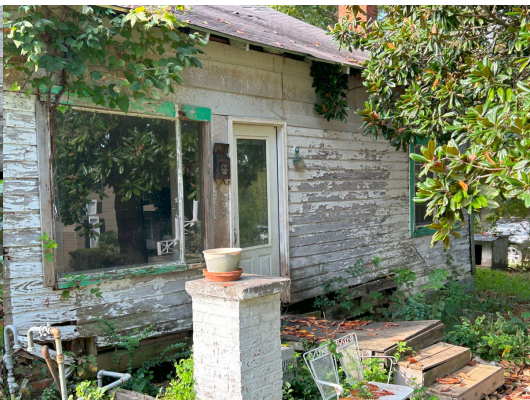


The window frame next to the door and the wall around it is deteriorating, weak, and moves when the door is opened or pushed closed.













35. CONSIDERATION TO DETERMINE THE BUILDING, LOCATED AT 203 WARE ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 1180-00-182.00, IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND WILL BE SUBJECT TO DEMOLITION UNDER MISS. CODE ANN. § 21-19-11, THUS ALLOWING THE CITY OF STARKVILLE TO CLEAN THE SITE.

Alderman Beatty, duly seconded by Alderman Vaughn, offered a motion to determine the property, located at 203 Ware St., Starkville, MS 39759, with the parcel number 1180-00-182.00, 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 and that the city take action to maintain the landscape of this property. 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 UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 409 MCKEE AVE., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102B-00-098.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

Code Enforcement Officer Sarah Perez presented 409 McKee Ave. for Miss. Code Ann. § 21-19-11 determination. Initial inspection of 409 McKee Ave., Starkville, MS 39759, with the parcel number 102B-00-098.00, was performed by Code Enforcement Officer Sarah Perez on August 30, 2024, and re-inspection on September 27, 2024, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as rotting wood siding on the exterior walls of the structure, water damage, and overall upkeep of the property being neglected and natural deterioration over time. Public Notices of the public hearing were posted on the front entrance window at City Hall and on the subject property on September 27, 2024. Notification letters of the public hearing were sent on September 27, 2024, to the property tax payer/owner Wai-Cheong Lam. An Administrative Inspection Warrant was issued on October 2, 2024, and executed by Officer Sarah Perez on October 3, 2024, at approximately hrs. Photographs were taken of the outside of the structure, as well as some taken on the inside of the structure.

Wai-Cheong Lam lives in Unit B of the duplex and was present. He requested eighteen months to make as many of the recommended changes as he could afford.

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

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

Property Link

OKTIBBEHA COUNTY, MS

Current Date 8/10/2024

Tax Year 2023

Records Last Updated 8/ 9/2024

PROPERTY DETAIL		
OWNER	LAM WAI-CHEONG P O BOX 5047	ACRES : **NA**
		LAND VALUE : 35000
		IMPROVEMENTS : 13370
	MISS STATE MS 39762	TOTAL VALUE: 48370
		ASSESSED : 4837

PARCEL 102B-00-098.00

ADDRESS 409 MCKEE

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	167.62	167.62	0.00
CITY	154.78	154.78	0.00
SCHOOL	220.15	220.15	0.00
TOTAL	542.55	542.55	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 2 / 1 / 2024

MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL	LOT 18-B CITY BLK 44	
HOMESTEAD CODE	REG	14/601 2015/6181	
TAX DISTRICT	1110	MAP 102B DB/PG 704/240 734/228	
PPIN	008599	B 2015 P 6181 07/10/2015	
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		

Book 2015

Page 6181

[PURCHASE COUNTY TAX SALE FILES](#)

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

[Back](#)

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

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

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

The image consists of two side-by-side photographs of a small, single-story house. The house has white horizontal siding, many of which are missing or peeling, revealing the underlying structure. It features a brown gabled roof and red shutters on the windows. The front door is white with a small porch. In the left photo, a white pickup truck is parked on the grass in front of the house, and a black trash can is visible in the foreground. In the right photo, the house is shown from a slightly different angle, highlighting the extensive peeling paint on the right side. A red wheelbarrow is in the grassy yard, and a white folding chair is visible in the background on the right.



 STARKVILLE	City of Starkville, MS 101 E Lorton St Starkville, MS 39370 Phone: (662) 323-4847	MPCD/CJS City of Starkville, MS Phone: (662) 323-4847 Violations Listing										
FIRST NOTICE OF VIOLATION												
Wet-shedding Lien P.O. Box 1047 Miss. State, MS 39762	Case No. 24-000456 Issued: September 16, 2024											
VIOLATION LOCATION 409 McKee Ave Starkville, MS 393759	LEGAL DESCRIPTION Lot 18-b City Blk 44											
An inspection of the above referenced property was made on August 30, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.												
<i>This is your official notice that you will need to bring the property into compliance no later than September 16, 2024.</i>												
If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.												
Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4847.												
Issued By:  Sarah Pinner, Code Enforcement Officer spinner@starkville.ms.gov												
Displaced Structures (MCA Section 21-19-1) Reported by Sarah Pinner on Aug 30, 2024 at 11:03 AM Property or parcel of land determined to be menace to public health, safety and welfare.	MPCD/CJS City of Starkville, MS Phone: (662) 323-4847 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">CORRECTION</th> <th style="width: 50%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"> Remove Displaced Structure  </td> <td style="padding: 5px;"> It is the duty of person(s) in violation to comply by removing displaced structures. </td> </tr> <tr> <td style="text-align: center; vertical-align: middle;">  </td> <td style="text-align: center; vertical-align: middle;">  </td> </tr> <tr> <td style="text-align: center; vertical-align: middle;">  </td> <td style="text-align: center; vertical-align: middle;">  </td> </tr> <tr> <td style="text-align: center; vertical-align: middle;">  </td> <td style="text-align: center; vertical-align: middle;">  </td> </tr> </tbody> </table>		CORRECTION	DESCRIPTION	Remove Displaced Structure 	It is the duty of person(s) in violation to comply by removing displaced structures.						
CORRECTION	DESCRIPTION											
Remove Displaced Structure 	It is the duty of person(s) in violation to comply by removing displaced structures.											
												
												
												

On September 18, 2024 I (Perez) went to the property to make contact with Mr. Wai-Cheong Lam to answer some questions he had regarding the violation letter that he received.

Call # 24-032537
Date/Time 09/18/2024 11:38:22
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

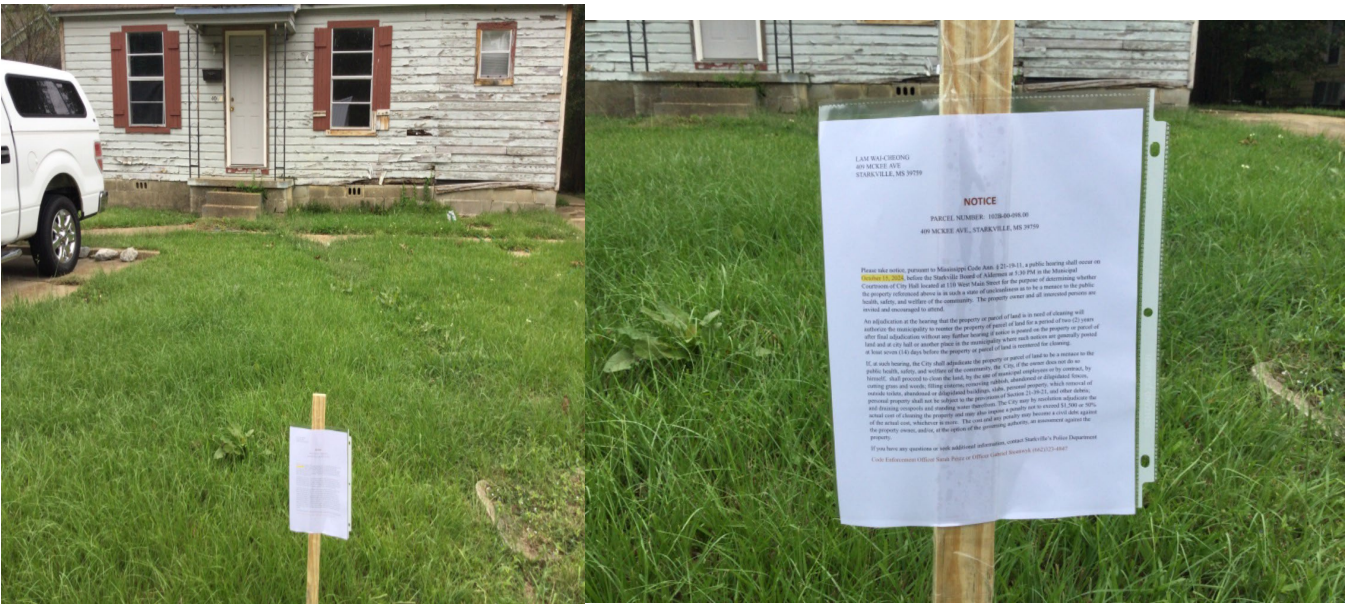
Dispatcher PEREZ, S
Disposition REPORT
Zone 2

Location Address
409 MCKEE AVE A
STARKVILLE, MS

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:38:22	11:38:22	13:08:54		
Notes					

9/18/2024 1:07:06 PM	PEREZ, S	MR WAI-CHEONG LAM WAS HOME AND WE DISCUSSED THE CURRANT VIOLATION OF THE CODE IN REFERENCE TO THE STATE OF THE STRUCTURE
9/18/2024 1:08:47 PM	PEREZ, S	I EXPLAINED THE PROCCESSTO HIM AND THAT HE WILL NEED TO ATTEND THE BOARD MEETING ON OCT. 1, 2024 SO HE CAN EXPLAIN HIS SITUATION TO THE BOARD

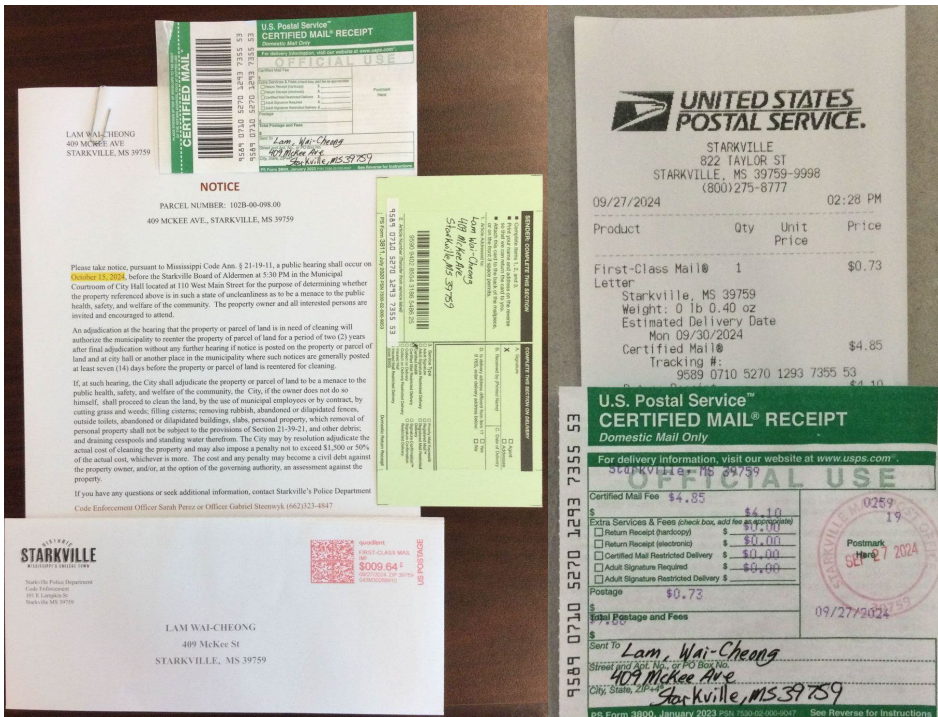
The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on September 27, 2024. The photographs show that no apparent change has been made to change the appearance of the property. Public hearing notice posted on the property and mailed to the property owner.



Photographs below were taken by Officer Sarah Perez on September 27, 2024, public hearing notices were posted in the front window at City Hall.



On September 27, 2024 public hearing notice was sent to the property owner.



An Administrative Inspection Warrant was issued on October 02, 2024, and executed by Officer Sarah Perez on October 03, 2024, at approximately 09:58 hrs. Photographs were taken of the outside of the structure, as well as some taken on the inside of the structure.

Call # 24-034333
Date/Time 10/03/2024 09:58:06
Type CODE ENFORCEMENT
How Rcvd PHONE
Sent To Dispatch 10/03/2024 09:58:25

Dispatcher EPPS, J
Disposition REPORT
Zone 2

Location Address

409 MCKEE AVE A
STARKVILLE, MS

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:58:30	09:59:21	11:23:41		
STEENWYK, G	09:58:35	09:59:23	11:23:41		
PEREZ, S	11:48:07	11:48:09	11:54:19		

Notes

10/3/2024 11:48:03 AM	EPPS, J	CALL REOPENED: REOPEN
10/3/2024 11:49:33 AM	PEREZ, S	MR. WAI-CHEONG LAM WAS PRESENT AT THIS LOCATION AT THE TIME OF EXECUTING THE ADMINISTRATIVE INSPECTION WARRANT
10/3/2024 11:50:50 AM	PEREZ, S	MR. LAM WALKED THROUGH THE INSIDE OF THE STRUCTURE WITH US PHOTOGRAPHS WERE TAKEN OF THE INSIDE OF THE STRUCTURE AS WELL AS OF THE OUTSIDE OF THE STRUCTURE
10/3/2024 11:52:25 AM	PEREZ, S	MR. LAM HAD INFORMED US OF ATTEMPTS HE HAS MADE TO CONTACT CONTRACTORS TO HELP HIM WITH REPAIRS NEEDED HOWEVER, HAS HAD NO LUCK IN FINDING ONE AS OF YET
10/3/2024 11:54:08 AM	PEREZ, S	MR. LAM WAS GIVEN A COPY OF THE ADMINISTRATIVE INSPECTION WARRANT

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

AFFIDAVIT FOR ADMINISTRATIVE INSPECTION WARRANT

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

- That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:
The entire house including any locked or secured rooms or compartments at 409 Mckee Ave., Starkville, Oktibbeha, Mississippi, and any out buildings on the property to include a garage and storage buildings.
- That the placed described above is occupied and controlled by:
WAI-CHEONG LAM
- That said things particularly described as follows:
Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.
- That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:
IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11(HEALTH, SAFETY, AND WELFARE).
- The facts tending to establish the foregoing grounds for the issuance of an Administrative Inspection Warrant are shown on a sheet headed "Underlying Facts and Circumstances" which is made a part hereof and adopted herein by reference.
- WHEREFORE, affiants request that an Administrative Inspection Warrant be issued directing a search of the above described place and seizure of the above described things.

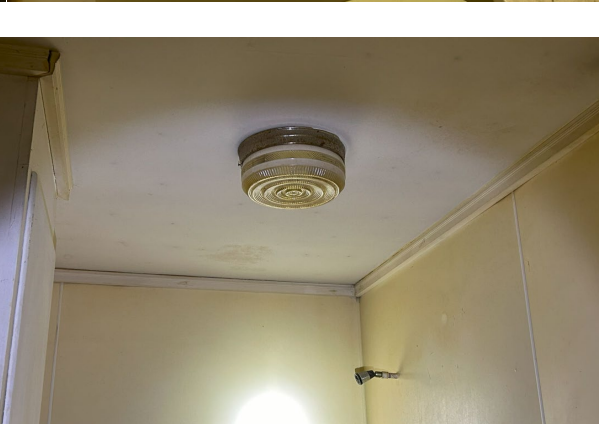

AFFIANT

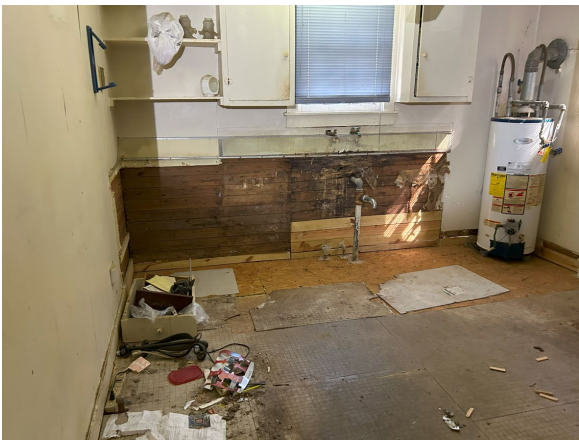

AFFIANT

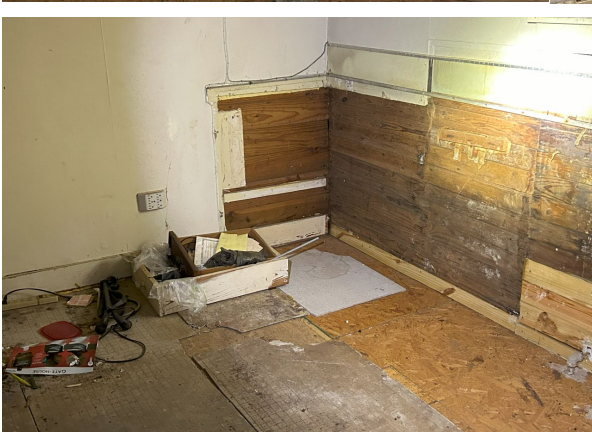
SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2 day of October 2024


Municipal Court Judge



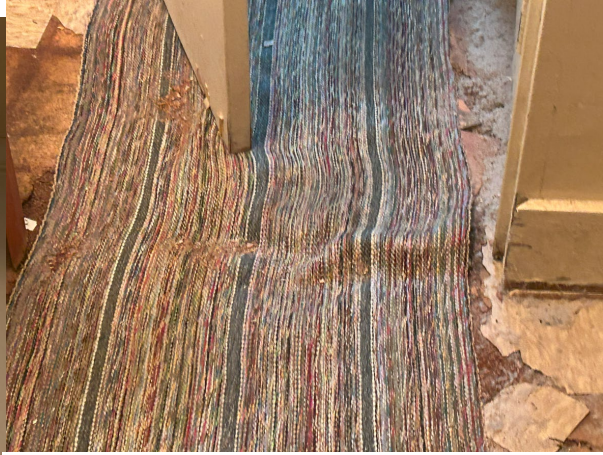






409 McKee Unit B – Living room







36. CONSIDERATION TO DETERMINE THE BUILDING, LOCATED AT 409 MCKEE AVE., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102B-00-098.00, IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND WILL BE SUBJECT TO DEMOLITION UNDER MISS. CODE ANN. § 21-19-11, THUS ALLOWING THE CITY OF STARKVILLE TO CLEAN THE SITE.

Alderman Sistrunk, duly seconded by Alderman Perkins, offered a motion to determine the property, located at 409 McKee Ave., Starkville, MS 39759, with the parcel number 102B-00-098.00, 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. The Board voted as follows:

Alderman Kim Moreland	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Nay
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 UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 107 REX ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118O-00-231.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

Mayor Spruill updated the Board that an email had been received from the owner of 107 Rex Street, Troy Robinson, requesting two weeks to complete the clearing of the property. The structures were demolished in April and he now has a contractor that will clean the debris. Mr. Robinson was unable to be in attendance.

Code Enforcement Officer Sarah Perez presented 107 Rex Street for Miss. Code Ann. § 21-19-11 determination. Initial inspection of 107 Rex St., Starkville, MS 39759, with the parcel number 118O-00-231.00, was performed by Code Enforcement Officer Sarah Perez on August 22, 2024, and re-inspection on September 27, 2024, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as the debris left in a large pile from when the structure was torn down by the property owner. This is not only an eyesore but it is also a harborage for vermin and snakes.

Public Notices of the public hearing were posted on the front entrance window at City Hall and on the subject property on September 27, 2024. Notification letters of the public hearing were sent on September 27, 2024, to the property tax payer/owner Troy Robinson. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property ad valorem tax is collected and through Deed records.

Final inspection on October 5, 2024 shows no cleanup of the property has been done.

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

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

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

16.1.1 General Nuisance

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



Property Link

OKTIBBEHA COUNTY, MS

Current Date 3/23/2024

 Tax Year 2023
 Records Last Updated 3/22/2024

PROPERTY DETAIL			
OWNER	ROBINSON TROY T		ACRES : **NA**
	73 BARRINGTON FARMS PKWY		LAND VALUE : 7000
	SHARPSBURG GA 30277		IMPROVEMENTS : 500
			TOTAL VALUE: 7500
			ASSESSED : 1125
PARCEL	1180-00-231.00		
ADDRESS	107 REX ST		
TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	62.01	0.00	62.63
CITY	36.00	0.00	36.36
SCHOOL	74.23	0.00	74.97
TOTAL	172.24	0.00	173.96 1.00% Penalty
LAST PAYMENT DATE **NA**			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 10 REX ST SUB		
HOMESTEAD CODE	None	2010/2374 2013/7763 2022/1977	
TAX DISTRICT	5110	MAP 1180 DB/PG 271/23 2002/757	
PPIN	009998	0	
SECTION	34	B 2022 P 1977 03/10/2022	
TOWNSHIP	19N		
RANGE	14E		
Book 2022	Page 1977		

[PURCHASE COUNTY TAX SALE FILES](#)

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

[Log In HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)
[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)
[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on August 22, 2024, at approximately 11:15 hrs.





Ms Perez spoke with Mr. Troy Robinson in September by phone. This conversation was to inform him that the Code Officer would be re-presenting this case to the Board of Alderman, as a dilapidated property, on October 15, 2024. She also advised him that this was due to him not having this issue resolved. Mr. Robinson stated that he understood and was apologetic for not taking action sooner. He was made aware that he would be receiving official notices via USPS of the Public Hearing and letter of Notice of Violation. The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on September 27, 2024, at approximately 13:47 hrs. The photographs show that no apparent change had been made to change the appearance of the property.



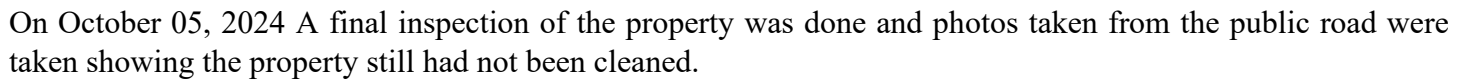
Photographs below were taken by Officer Sarah Perez on September 27, 2024, public hearing notices were posted on the property and in the front window at City Hall.



On September 27, 2024 public hearing notice was sent to the property owner.



The Violation Notice issued pages 1-4, Tuesday, Oct. 1, 2024 and mailed to a Troy Robinson follows.



37. CONSIDERATION TO DETERMINE THE PROPERTY, LOCATED AT 107 REX ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 1180-00-231.00, IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND WILL BE SUBJECT TO DEMOLITION UNDER MISS. CODE ANN. § 21-19-11, THUS ALLOWING THE CITY OF STARKVILLE TO CLEAN THE SITE.

Alderman Beatty, duly seconded by Alderman Rupp, offered a motion to determine the property, located at 107 Rex St., Starkville, MS 39759, with the parcel number 1180-00-231.00, 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 after the owner, Mr. Troy Robinson, has been given fourteen days to complete the clearing of the property, and that the city take action to maintain the landscape of this property.

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 FOR LOT MOWINGS: PROPERTIES (300 SCALES STREET AND 314 LOUISVILLE 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.

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

38. CONSIDERATION TO MOW THE PROPERTIES LOCATED AT 300 SCALES STREET AND 314 LOUISVILLE STREET IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11

Alderman Vaughn, duly seconded by Alderman Brooks, offered a motion for the City of Starkville to mow the properties located at 300 Scales Street and 314 Louisville Street in accordance with Mississippi Code Annotated §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.

300 Scales Street:



314 Louisville Street:



39. CONSIDERATION OF THE MEMORANDUM OF UNDERSTANDING WITH THE STARKVILLE MAIN STREET ASSOCIATION FOR THE PURCHASE OF THE LIGHTING MATERIALS/ELEMENTS FOR THE MAIN STREET REDESIGN AND REDEVELOPMENT PROJECT.

Alderman Sistrunk, duly seconded by Alderman Rupp, offered a motion entering into a Memorandum of Understanding with the Starkville Main Street Association for the purchase of the lighting materials for the Main Street Redesign and Redevelopment project. 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: Nay
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

MEMORANDUM OF UNDERSTANDING
Between
The City of Starkville, Mississippi Board of Aldermen
And
Main Street Association

This Memorandum of Understanding (MOU) is entered into by and between the City of Starkville Board of Aldermen (Board) and the Greater Starkville Development Partnership Main Street Association (Main Street) hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, Main Street is authorized to receive and expend funds for the purpose of improving the health and livability of the City of Starkville as authorized by the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established within the American Rescue Plan Act (ARPA); and

WHEREAS, the Starkville Main Street Board finds that the City of Starkville has a project of high local impact producing a high level of public benefit that fits the criteria of the grant requirements; and

WHEREAS, the coordination of said improvements will be through the City of Starkville for the Main Street redesign and redevelopment; and

WHEREAS, the Main Street lighting project will be a portion of the greater project to include the purchase of up to \$700,000 of lighting equipment for the Main Street redevelopment and redesign project with \$168,000 coming from the ARPA funds granted to the Starkville Main Street Association; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages and obligations of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

1. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the ARPA funds provided to the Mississippi Main Street Association and dedicated to the improvements to the Main Streets of the State of Mississippi and more specifically to the Starkville Main Street for the lighting needs for the City of Starkville Main Street Redesign and Redevelopment project.

2. Conditions and Scope

The Starkville Main Street Board agrees to receive the funds and directly expend said funds on the purchase and installation of lighting for the City of Starkville Main Street project the design of which is included in the project as outlined through the Kimley-Horn project development and the City of Starkville approved design by the Board of Aldermen. The contract for the design and installation of the will be part of the bid for the full scope of the Main Street Redevelopment and Redesign project.

3. Amount

The Main Street Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in the grant agreement dated October 4, 2022 and signed by the executive

director of the Starkville Main Street Association. The City of Starkville acknowledges and agrees to provide the necessary administrative documentation reflecting accurately the expenditures that are approved to meet the grant requirements for this project. The City of Starkville further agrees to share in the expenses for the installation of the lighting project up to the entire project cost that exceeds the grant funds from the ARPA grant and remit to the Starkville Main Street Association for said project.

4. Term

The MOU shall be effective from the date executed below and shall expire on when the project deadline for completion is set through the grant agreement. The Grantee and the City of Starkville agree to obligate the funds by December 31, 2024 with the payment extended to the project contractor in a timely manner in accordance with any grant requirements.

5. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

6. Obligation of the Parties

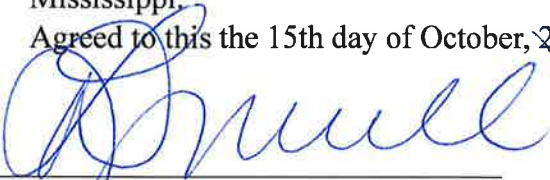
The Parties agree to the following obligations under this MOU:

- a. The City of Starkville agrees to pay the Starkville Main Street Association for any cost overage from the purchase of the lights for the Main Street lighting project that exceeds that of the grant funds received.
- b. The Board agrees to expend the Funds provided by the City of Starkville on the lighting project as outlined in the bid documents.
- c. The Board and the City of Starkville agree that they shall follow federal and state procurement and expenditure requirements as required by and set forth in the grant agreement and to adhere to Mississippi state procedures and guidelines relating to the implementation and financing of the approved project. The Board agrees and the City of Starkville agrees to maintain and submit any and all audit and financial statements as required by the State of Mississippi and to make same available for inspection in accordance with the grant agreement.

7. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 15th day of October, 2024



D. Lynn Spruill, Mayor
City of Starkville

Attested to:



Lesa Hardin/City Clerk
City of Starkville

Paige Watson
Director Starkville Main Street

40. CONSIDERATION TO ADVERTISE FOR THE MAIN STREET IMPROVEMENTS PROJECT.

Alderman Rupp, duly seconded by Alderman Sistrunk, offered a motion approving permission to advertise for the Main Street Improvements Project - Phase 1. 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: Nay
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

41. 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 September 30, 2024 for fiscal year ending 9/30/24, and as of October 8, 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. 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.

		FY 2024	FY 2025
General Fund	001	\$ 226,461.80	\$ 325,073.98
Airport Fund	015	40,096.05	1,382.23
Sanitation / Environ Services	022	46,317.01	21,385.31
Debt Service Fund	200		253,335.84
2022 GO Bonds	305	13,747.04	
Parks Capital Project Fund (2023)	312	10,318.00	9,612.55
Park and Rec Tourism	375	10,950.00	781.90
BUILD Grant / Hwy 182	377	8,798.32	
Payroll Fund	681	8,367.39	
Sub Total Before Utilities			\$ 611,571.81
Utilities Dept.	SED	744,249.81	- 0 -
Total Claims	Total	\$1,109,305.42	\$ 611,571.81

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to adjourn the meeting until November 5, 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 5th DAY OF NOVEMBER, 2024.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK



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

AGENDA ITEM DEPT.: Administration
AGENDA DATE: October 15, 2024
PAGE: 1

SUBJECT: Second public hearing to amend Ordinance 2021-07 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 and to add requirements for establishments that serve alcohol to have security personnel and install cameras.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

AUTHORIZATION HISTORY: In ordinance 2021-07 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:

N/A

4.3.04 Security and Access

- A. All businesses covered under this article shall provide adequate supervision so as to prohibit the sale, giving, or furnishing of any alcohol, beer or light wine to any person visibly or noticeably intoxicated, or to any habitual drunkard, or to any person under the age of 21 years, and to otherwise provide for the safety of employees and patrons on the premises of such businesses to the extent required by state and local laws, rules, and regulations, and as further provided herein. The permittee for the sale of alcoholic beverages and/or beer or light wine, as the case may be, shall be responsible at all times for acts of manager(s) and employee(s) who are in violation of applicable local or state laws or rules and regulations, and which take place at the permitted establishment, regardless of whether the permittee is present. Management must provide adequate supervision to ensure the business's compliance with all applicable state and local laws, rules, and regulations upon the covered premises. To the extent the business causes the adjoining public rights-of-way or sidewalks to be blocked or obstructed in any way whatsoever by employees, stands, or patrons utilizing or seeking to utilize the services of such business, management must provide supervision and personnel which is adequate to remove or manage such obstruction so as to allow the public's use and enjoyment of such adjoining rights-of-way or sidewalks.
- B. If any business under this article shall have age restricted access, proper security must be in place to provide adequate supervision for the purposes stated herein and in applicable state and local laws, rules, and regulations.
- C. During designated heightened security dates, security personnel shall be required to be on premises for restaurant liquor sales from 11:00 P.M. until 30 minutes after closing Friday and Saturday. Heightened security dates will include any home football games, special events and MSU athletic tournament events or as designated based on known increased activity from schedules as determined by the City officials in consultation with the Police Chief. Such heightened security dates will be noticed in advance whenever possible for security planning purposes but in no case less than 5 business days.
- D. Security guards shall be utilized during the times designated as heightened security dates and shall be:
 - 1. Distinctively and uniformly attired; and
 - 2. Easily identified with business name and SECURITY printed on their shirt or uniform, with lettering in a bold color which contrasts with the color of the shirt. The shirt/uniform shall be different than any other shirt/uniform worn by non-security employees on the premises.
 - 3. If a private security company is used by the business that company must be insured, bonded and hold a valid business license to do business in the State of Mississippi and the City of Starkville.
- E. All patrons or employees awaiting admission to the business and obstructing any part of the public sidewalks or rights-of-way shall be placed in a line, the design of which shall be approved by the chief of police or his or her designee, so as to minimize such obstruction.

1. Admission lines shall be designated and distinguishable for each establishment and maintained by the establishment's security, pursuant to the design approved by the chief of police or his or her designee. The location of the lines shall adhere to previous plans and/or instructions provided and approved by the chief of police or his or her designee.
2. Businesses should utilize crowd control devices.
3. The business shall maintain order in the line but is not required to physically confront or restrain patrons or individuals in line. If order cannot be kept in the admission line, the owner, security supervisor, or other responsible manager shall inform the Starkville Police Department immediately.

4.3.05 Employees of Businesses in the Application Area

- A. All businesses to which this article applies must have a photo ID available of each of such business's employees, and a description of each such employees' position and contact information. Such information shall be retained for each such employee for a minimum period of 60 days from the most recent date of hire for each such employee.
- B. All businesses to which this article applies shall have a manager or other person designated to be in charge of the premises during operating hours.
 1. During all hours of operation, the names and phone numbers of both the manager and the person designated to be in charge of the premises, if different, must be available, upon lawful request, to appropriate government agencies.
 2. Neither the designated **the manager, nor any other designated person in charge** shall be allowed to consume any alcoholic beverage, beer, or light wine while on duty. "On duty" for purposes of this article shall mean visibly working or exercising control over the operation of the permitted place of business.

4.3.06 Occupancy

The responsibility for occupancy capacity belongs to the business owner and managed through the manager or the person in charge as designated by the business owner. The manager must maintain an accurate and verifiable count of the occupants and must provide said count to the police official or fire marshal making the inquiry. The number of occupants of any building or portion thereof shall not be permitted to exceed the allowed or posted capacity. Any police official or fire marshal upon finding any overcrowding conditions or obstructions in aisles, passageways or other means of egress or upon finding any conditions which constitute a serious menace to life shall cause the removal of the conditions that constitute said threat to safety. Actions taken shall be up to and including the closing of the business until such threat has been remediated.

4.3.07 Security Camera requirements

- A. **Businesses that are subject to the following requirements will be businesses located in the Leisure and Entertainment District that have hours open to the public that extend from 11 PM (exclusive of private functions) and/or businesses that choose to apply for and are granted the food exception**

permit under section 10-40(b). Under this article such businesses shall maintain cameras and appropriate lighting on their premises as follows:

(1) Digital cameras shall be mounted with the ability to view the following areas:

a. all entry/exit doors

b. all open common areas

(2) All cameras must be working properly and maintained by the business. The Chief of Police or his/her designee has the authority to periodically inspect cameras and sample footage showing day/date of usage, to ensure compliance. Such inspections shall be undertaken no more often than quarterly, unless a covered business has a demonstrated failure to comply with the requirements herein within the previous three (3) month period in which case such inspections may be undertaken with sufficient frequency to establish ongoing compliance with the article.

(3) All cameras shall be required to operate in the record mode during the regular hours of operation or any time the business is open to the public and alcohol is being sold or consumed on the business's premises.

(4) All video recordings shall be stored or electronically retained for a minimum of seven days.

(5) All cameras must have sufficient resolution and low light capabilities to capture clear and identifiable images of persons inside the establishment. Sufficient levels of lighting shall be maintained inside the establishment to capture video footage sufficient to identify individuals and to provide clear observation of the premises and activities by patrons on the premises by the security at such premises.

(6) If a camera, cameras or camera recording/operating systems are found to be out of compliance due to placement or functionality, a business shall be given thirty (30) calendar days from the date such non-compliance was identified and/or occurred to return to compliance before being deemed a second or subsequent violation of this section.

4.3.08 Violations

Any person or business violating any provision of this section shall be guilty of a misdemeanor and may be fined a minimum of \$250.00 and up to a maximum of \$1,000.00 ~~and/or sentenced to serve up to six months in the county jail.~~

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:

(1) *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 by weight; and

(2) *Light wine* means wine of an alcohol content of not more than five percent by weight.

Brewpub means the premises of any location in which light wine, light spirit product or beer is manufactured or brewed, for retail sale if the total amount of light spirit product or beer produced on the premises does not exceed the production limitation imposed in Miss. Code Ann. § 67-3-22, and the light wine, light spirit product or beer is produced for consumption on the premises, although without prohibition on sales for off-premises consumption. Brewpub does not mean Bars or Restaurants as defined in Chapter 82, Article IV, Section 82-91 of the Starkville Code of Ordinances.

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.

(Ord. No. 2005-2, § 1, 8-2-05; Ord. No. 2017-05, § 1, 9-19-17)

Sec. 10-40. - Restrictions on sale of beer and light wine.

(a) *Cold beer sales allowed.* It shall be lawful for refrigerated beer or light wine to be sold within the municipal boundaries of the City of Starkville for off premises consumption.

(b) *On-premises kitchen facilities required.* No beer or light wine shall be sold for on-premises consumption unless the seller has suitable kitchen facilities on the licensed premises to provide for the preparation, cooking and serving of food so that the food sales generate 25 percent of gross revenue. This requirement does not apply to Brewpubs within the Leisure and Recreation District as codified in City of Starkville Ordinance 2020-04. Any exception to the kitchen facility requirement shall be determined by order of the Board of Aldermen through a food exception application with the Community Development Department. Said food exception will terminate with the change in ownership of the business and must be reapplied for through the identical process. If the business ceases to operate for six (6) months the initial application process must be repeated. The criteria for a food exception shall be based on the criteria listed below and/or any other such considerations as the Board of Aldermen deems appropriate:

1. Site and structure suitability. The proposed location of the use has adequate space for the use such as but not limited to: parking, available utilities, pedestrian access, vehicle access, noise concerns, loading areas, building size, building type, etc.

2. Impact on property values. The proposed location of the use will not cause or contribute to a decline in property values of surrounding properties.

(c) *Drive-in sales prohibited.* It shall be unlawful to sell beer or light wine through a drive-in window sales facility or a drive-through "beer barn" within the municipal boundaries of the City of Starkville.

(Ord. No. 2005-2, § 5, 8-2-05)



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 05, 2024
PAGE: Page 1 of 7

SUBJECT:

Public hearing and consideration of VA 24-04 a request for a variance from front and rear setback requirements located at 200 Pilcher Street in a TN-E zoning district.

SUMMARY:

The applicant, Jimmie Trainer, is seeking a variance from rear setback requirements located at 200 Pilcher Street in an TN-E zoning district with the property #118O-00-02.00. The applicant is requesting relief from Section 6.3.4 of the Unified Development Code for rear setback requirements for a principal building. The applicant is currently in the process designing a new home for the lot. Due to the unique shape of the lot, the applicant is having difficulties fitting a structure within the existing setbacks. The applicant is requesting +/- 9' variance from the rear setback of the property for the placement of the new home.

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 10 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on September 14, 2024
3. A sign was posted on the property in a conspicuous location.

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

At the October 23, 2024, Board of Adjustments and Appeals meeting, the Board unanimously recommended approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval of Variance request VA 24-04 to allow for a 9 foot variance from the rear setback at 200 Pilcher Street as shown on attachment 3.

STAFF REPORT

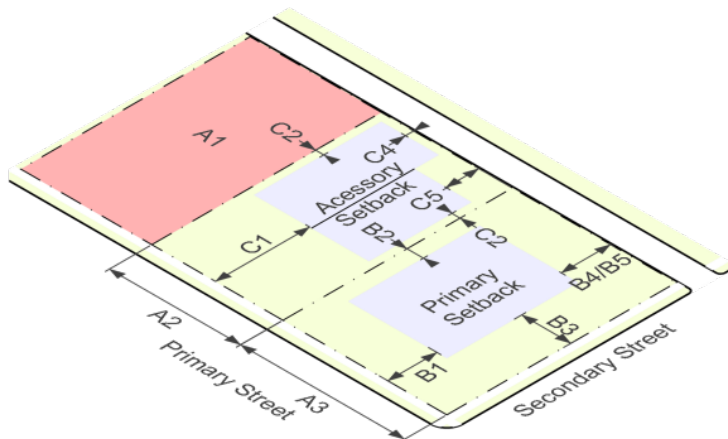
To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
 Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public hearing and consideration of VA 24-04 a request for a variance from front and rear setback requirements located at 200 Pilcher Street in a TN-E zoning district.
Date: October 23, 2024

The purpose of this report is to provide information regarding Variance Request by Jimmie Clyde Trainer for a variance from rear setback requirements located at 200 Pilcher Street in an TN-E zoning district with the property #118O-00-02.00. Please see attachments 1- 4.

SUMMARY

The applicant is currently in the process designing a new home for the lot. Due to the unique shape of the lot, the applicant is having difficulties fitting a structure within the existing setbacks. The applicant is requesting +/- 9' variance from the rear setback of the property for the placement of the new home. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the November 5, 2024, meeting.

VARIANCE REQUEST FROM



Detached and Attached Duplex Dwelling

A. Lot Dimensions	TN-E
A1. Lot size per unit in sq. ft (min.)	5500
A2. Lot width (min.)	45'

A3. Lot width at corner (min.)	55'
B. Principal Building Setbacks	TN-E
B1. Front setback	15' or infill standards
B2. Side setback (min.)	5' or infill standards
B3. Side setback corner lot (min.)	15' or see infill
B4. Rear setback (min.)	15'
B5. Rear setback adjacent to street or alley (min.)	15'

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

- A. **Special Conditions.** That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
- B. **Literal Interpretation.** That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
- C. **Hardship.** That the hardship has not resulted from the actions of the applicant.
- D. **Special Privilege.** That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.
- E. **Minimum Variance.** That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- F. **Consistency with Comprehensive Plan.** That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

NOTIFICATION

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

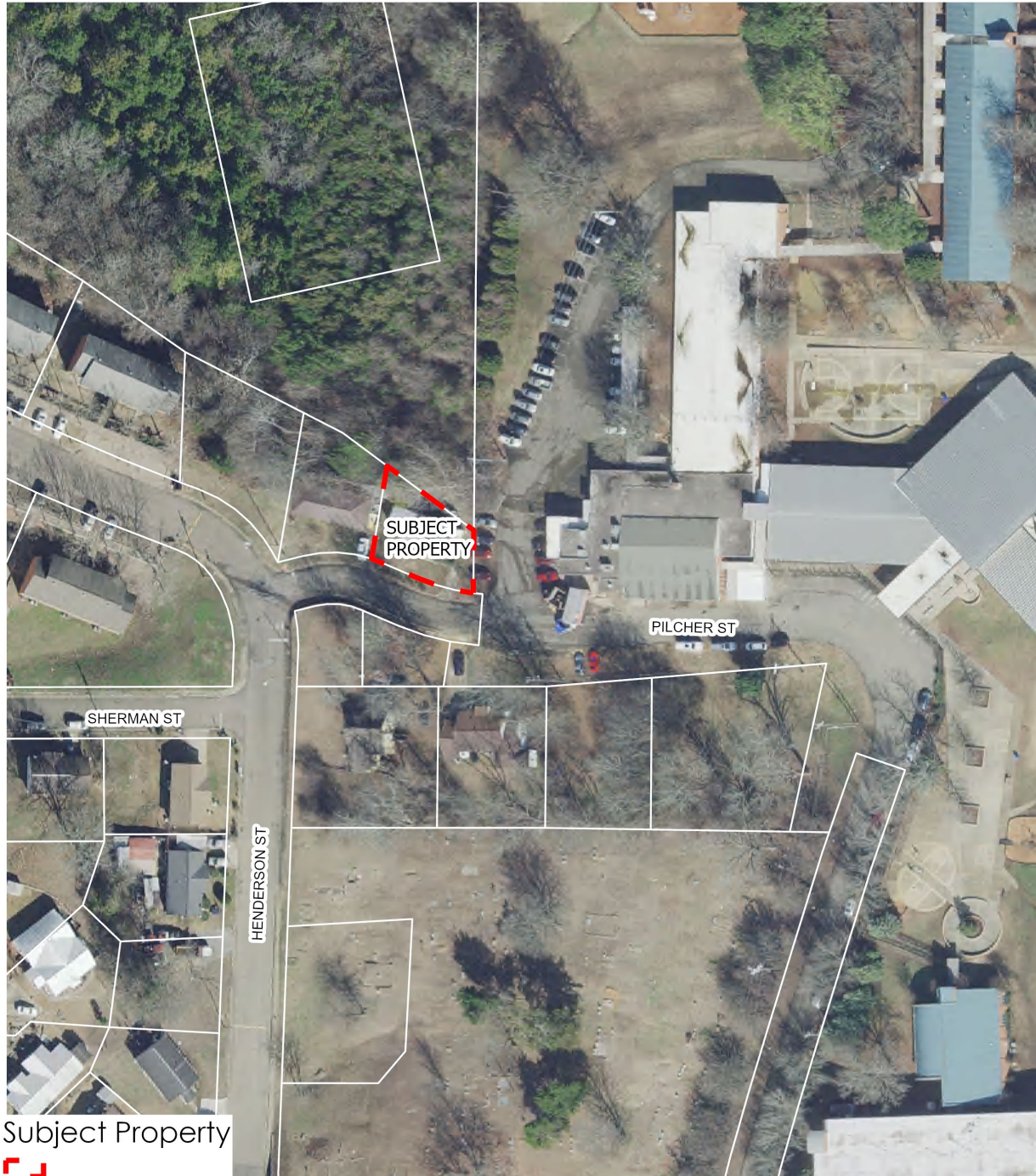
1. 10 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on September 14, 2024.
3. A sign was posted on the property in a conspicuous location.

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

CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

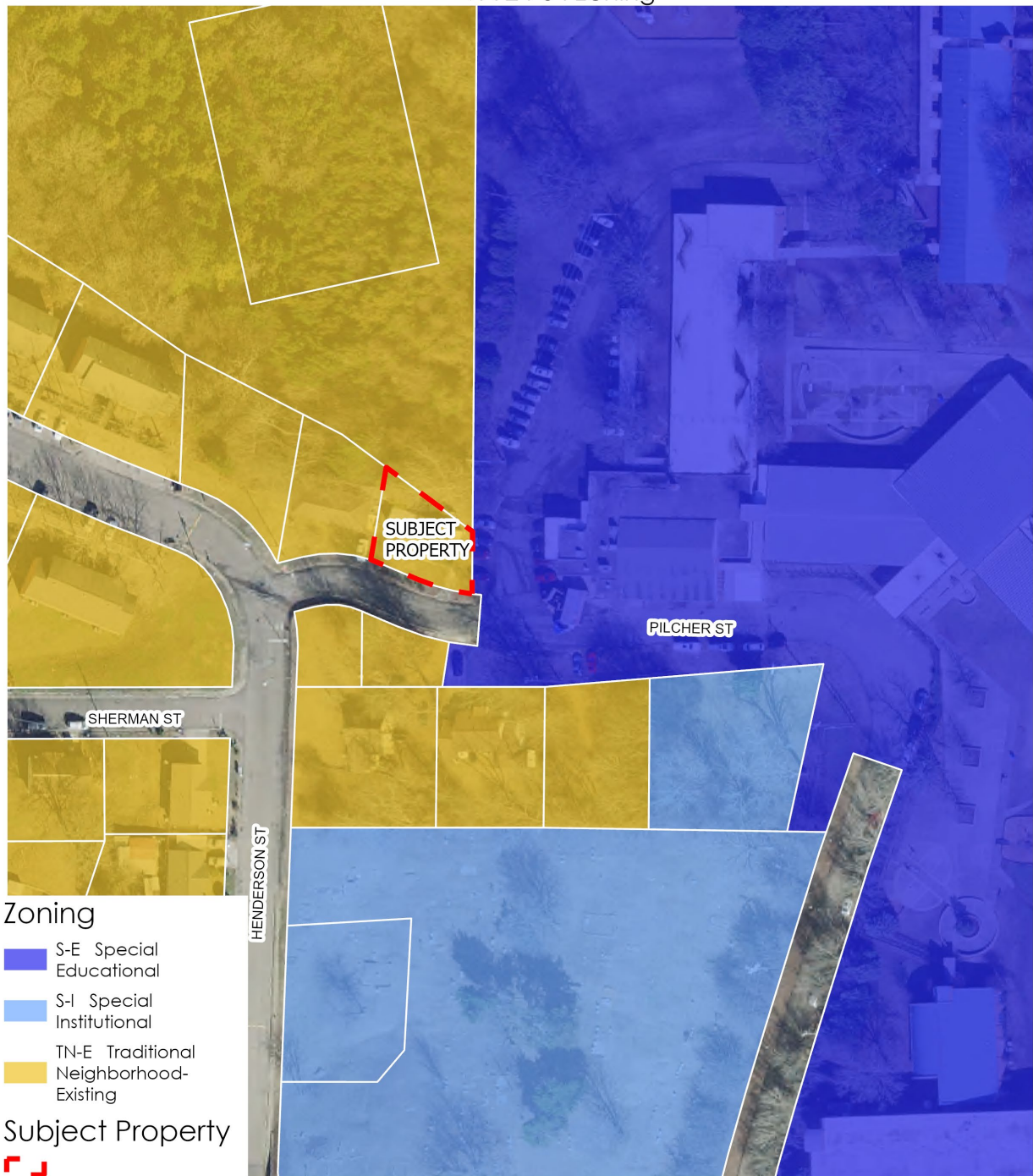
Attachment 1
VA 24-04 Aerial



0 40 80 160 Feet



Attachment 2
VA 24-04 Zoning



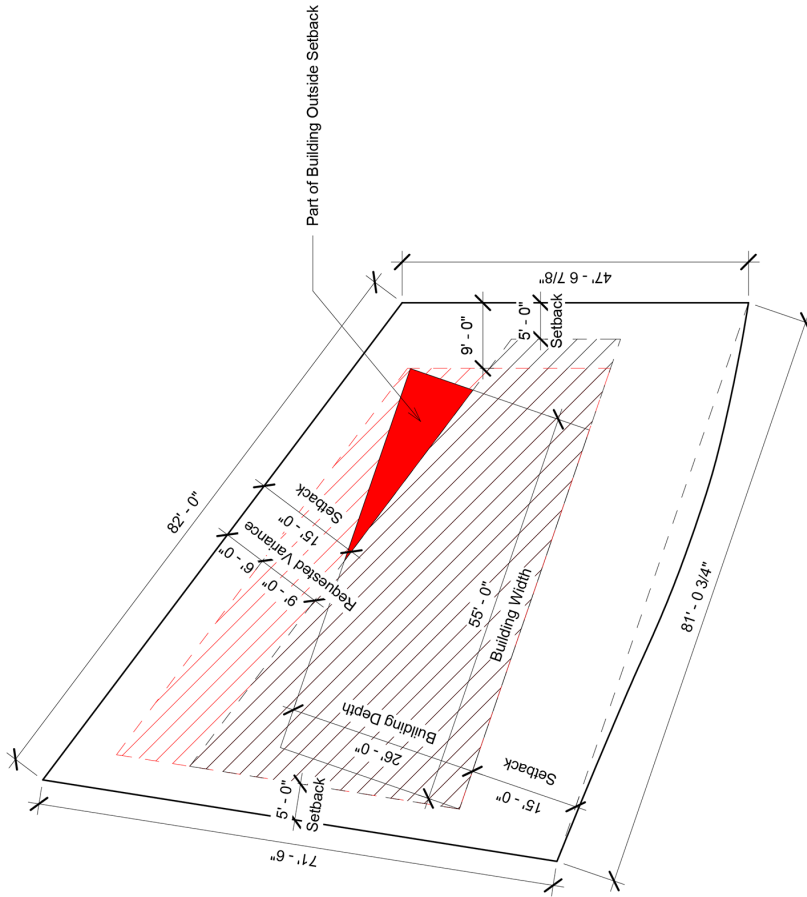
Attachment #3 Site Plan

General Notes:

1. Property lines are not exact and should be verified prior to construction.

Reasons For Variance Request:

1. The shape of the property with these setbacks make it difficult to place an average size home of a traditional shape.
2. The variance would only be needed on the back right corner of the property so a large portion of the site would still fall within those setback rules.
3. This is an opportunity to raise the value of the community.



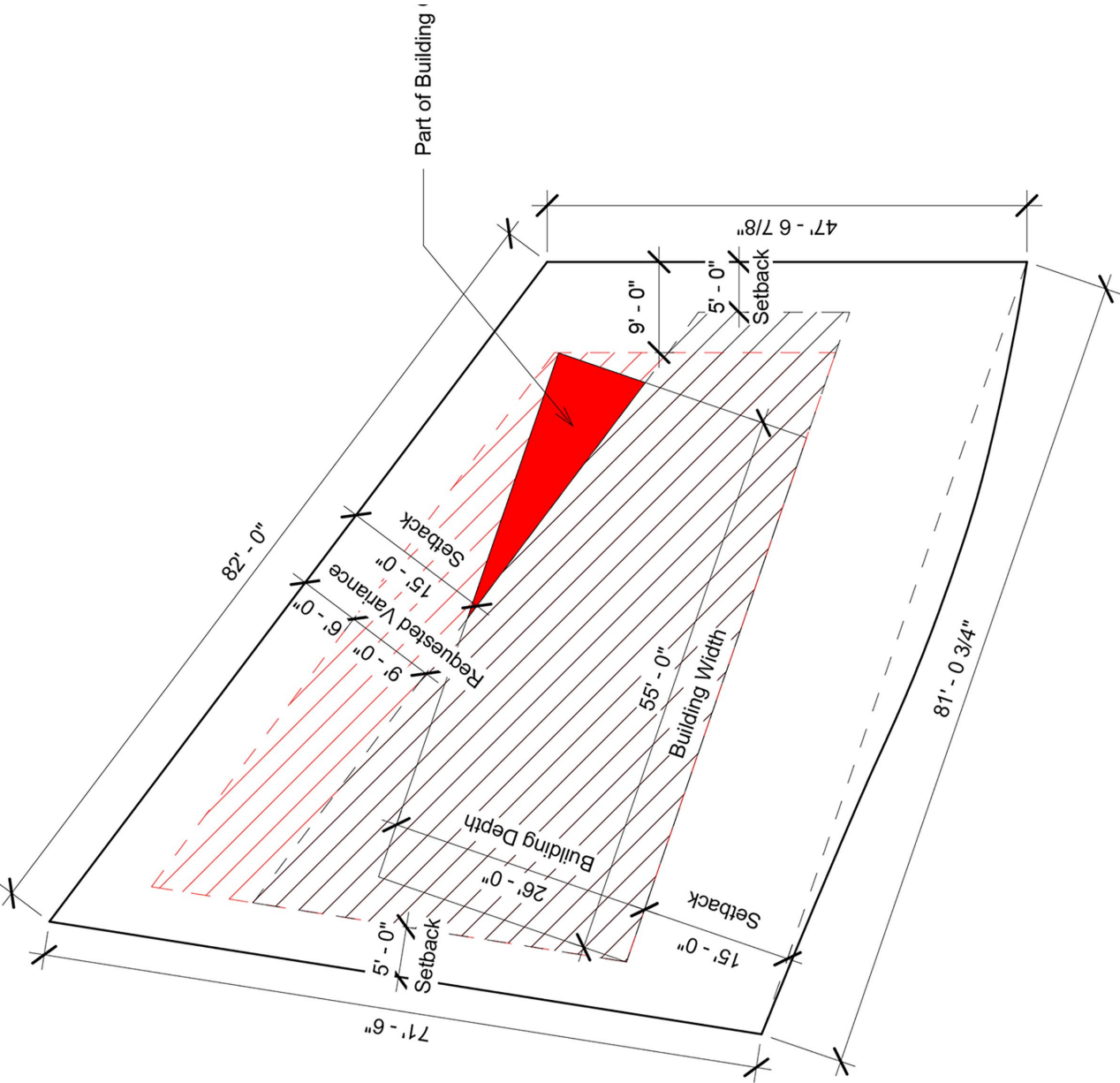
1 Site
1/16" = 1'-0"

New Construction
Keyonnne Trainer



Site Plan

Attachment #4 Site Plan Enlarged





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 05, 2024
PAGE: Page 1 of 26

SUBJECT:

First Public Hearing for amending the Unified Development Code.

SUMMARY:

The Unified Development Code was adopted on December 19, 2019, and last amended on July 2, 2023. The proposed amendments are as follows:

Proposed Revisions to the Unified Development Code- November 2024		
Amendment Number	Section Number	Description of Revision
1	3.12.4.F	Added requirement of proof of creation of Homeowners' Association (HOA) for subdivisions
2	3.14.2.B.1	Added "authorized agent" as signatory option for final plat
3	5.2.B3	Fix error in T-4 Side Setback requirements for Principal and Secondary Building
4	6.3.4	Added Multi Plex requirements of CN and C zoning districts in fig 6.3-3
5	13.7.8	Added clarification of storage of trucks and trailers on site for the use "Convenience Store and Gas Station"
6	14.13.4	Added requirement to remove guy wire and water bags from trees
7	15.1.5	Added proof of transfer of HOA to property owners
8	15.1.15	Added Common Area HOA Requirements
9	16.10.2	Revised definition of "Letter of Map Change" Added to definition of "Substantial Improvement"
10	16.10.3	Changed "jurisdiction" to "corporate limits"
11	16.10.4	Updated reference to Elevation Certificate Added to "Application Stage" Added "Construction Stage" to "Permit Procedures"
12	16.10.5	Removed manufactured home from "General Standards for All Zones" Added new development requirements for "Residential Construction" Added new development requirements for "Non-Residential Construction" Updated Manufactured home requirements Added requirement for new streets to be located above base flood elevation
13	16.10.6	Removed Historic Structures from Variance Procedure
14	17.3.1	Revised "Permit Required" section

There are a total of two public hearings with the Board of Aldermen. The Public Hearings were advertised in the Starkville Daily News on October 20, 2024, and October 29, 2024.

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext. 3136 or d.havelin@cityofstarkville.org
Lyle McCaskey @ 662-323-2525 ext. 3130 or l.mecaskey@cityofstarkville.org

SECTION 1: **AMENDMENT** “3.12.4 Major Subdivision Procedure” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

3.12.4 Major Subdivision Procedure

3.14.4.F Final Plat Approval Procedure

1. Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval on the plat upon certification by the City Clerk that the City has received all of the following:
 - a. A performance guarantee agreement for any outstanding improvements between the subdivider and the city to install the required improvements.
 - b. An approved form of surety as approved by the City Attorney to complete the improvements and installations for the subdivision shall be in compliance with these rules and regulations.
 - c. The City has been reimbursed for costs associated with addressing for the subdivision.
 - d. Proof of the establishment of a Homeowners' Association for the ownership and maintenance of all common areas.

SECTION 2: **AMENDMENT** “3.14.2 Final Plat Specifications And Certifications” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

3.14.2 Final Plat Specifications And Certifications

3.14.2.B Final Plat Certifications

3.14.2.B.1 Certificate of Ownership

If multiple owners, add a signature line for each owner CERTIFICATE OF OWNERSHIP I (We), the undersigned, owner(s), authorized agent, or lien holder of the real estate shown and described herein do hereby certify that I (we) have laid off, platted, and subdivided, and do hereby lay off, plat and subdivide the real state in accordance with the within plat.

_____(signature of Owner or Authorized Agent) Date of Execution (Printed Name of Owner/Authorized Agent/Lien Holder and Title if Applicable) (Address of Owner/Authorized Agent/Lien Holder)

_____(signature of Notary Public) Date of Execution (Printed Name of Notary Public)

SECTION 3: **AMENDMENT** “5.2 Base Dimensional Standards” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

5.2. Base Dimensional Standards

5.2.B3 Side Setback

Form-Based Districts				
B. Principal Building Setbacks	T-4	T-5D	T-5C	T-5U
B1. Principal front setback (min/max)	6/18'	0/15'*	2/15'*	2/15'*
B2 side setback adjacent to street (min/max)	6/18'	0/15'*	2/15'*	2/15'*
B3. side setback (min/max)	3' or 0' if attached 0' min	0/24'	0/24'	0/2'
B4. Rear setback (min)	3'	0'	3'	3'
E4. Driveway width within setback (max)	10'	24'	24'	24'

SECTION 4: AMENDMENT “6.3.4 Base Dimensional Standards” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

6.3.4 Base Dimensional Standards

Fig 6.3-3

Triplex and Multi-plex Dwellings			Multi-plex Dwellings Only	
A. Lot Dimensions	MDU-9	MDU-20	CN	C
A1. Lot size per unit (min)	3300 sq. ft.	2100 sq. ft.	4000 sq. ft.	2100 sq. ft.
A2. Lot width (min)	65'	100'	45'	100'
A3. Lot width at corner (min)	80'	110'	55'	110'
B. Building/Structure Setbacks	MDU-9	MDU-20	CN	C
B1. Front setback	20'	20'	20'	20'
B2. Side setback	10'	10'	5'	10'
B3. Side setback adjacent to detached residential	15'	25'	20'	25'
B4. Side setback corner lot (min.)	20'	20'	20'	20'
B5. Rear setback	25'	10'	20'	20'
B6. Rear setback adjacent to detached residential	30'	30'	30'	30'
C. Parking Setbacks	MDU-9	MDU-20	CN	C
C1. From primary street	Behind front wall of principal building	Behind front wall of principal building	Behind front wall of principal building	10'
C2. From side lot line adjacent to street	10'	10'	10'	10'
C3. From side and rear lot line	5'	5'	10'	10'
C4. From rear lot line adjacent to detached residential	10'	10'	15'	15'
D. Height	MDU-9	MDU-20	CN	C
D1. Principal building(s) (max)	28', 2 story	38', 3 story	30', 2 story	38', 3 story
E. Pedestrian Access	MDU-9	MDU-20	CN	C
E1. Street-facing primary entrance along street	yes, all units must be accessible from the street with either common entrance or individual doors	yes	yes	yes
E2. Sidewalk connection to street from each entrance	yes	yes	yes	yes

SECTION 5: AMENDMENT “13.7.8 Convenience Store And Gas Station”
of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

13.7.8 Convenience Store And Gas Station

- A. Definition:** Any retail establishment offering for sale pre-packaged food products, household items, beverages, tobacco products, and a limited amount of freshly prepared foods. Such establishments may also include pumps for fuel sales for automobiles.
- B. Parking:**
1. One (1) space per gas pump, plus one (1) space per two hundred (200) square feet of floor area not including storage areas and stock rooms.
 2. See zoning district base dimensional standards for parking location and setback requirements.
- C. Loading:**
1. Loading docks shall not be visible from the street.
 2. Trucks delivering materials to and from the premises shall not be permitted to unload on the right-of-way.
- D. Additional Standards:**
1. The ground floor of convenience stores and gas stations shall not exceed a maximum of five thousand (5,000) square feet. Maximum square footage can only be increased by special exception.
 2. A one (1) bay car wash may be an accessory to the convenience store or gas station but is subject to the following conditions:
 - a. Waste water and byproducts shall not be allowed to drain off site.
 - b. The number of vehicles awaiting to be washed or actively being washed shall be limited to five (5) vehicles.
 - c. The number of employees for the accessory use of car wash shall be limited by the availability of on-site parking that is not part of the requirement for the principal building.
 - d. One (1) stacking space for each car wash bay shall be provided and shall be designed to prevent backups onto public streets.
 - e. A car wash cannot be located on a site adjacent to a residential use property.
 3. Pump island canopies, pump islands, compressed air connections, and similar equipment shall be set back a minimum of fifteen (15) feet from any property line.
 4. The pump island shall be situated to provide stacking space for a minimum of one (1) vehicle behind the vehicle parked at the fuel pump without impeding onsite circulation.
 5. Light fixtures mounted under canopies should be completely recessed into the canopy with flat lenses that are translucent and completely flush with the bottom surface (ceiling) of the canopy.
 6. The sides (fascia) of the canopy should extend below the lens of the fixture by a minimum of twelve (12) inches to block the direct view of the light sources and lenses from the property line.
 7. Lights should not be mounted on the top or sides (fascia) of the pump island canopy, and the sides (fascia) should not be illuminated. Allowed signage

- mounted to the canopy may be illuminated.
8. All sides of a building should express consistent architectural details and character.
 9. The use of super-graphics is prohibited.
 10. Architectural integration of the pump island and pump island canopy to the building and site walls is required. Multiple canopies or canopies that express differing architectural masses are encouraged.
 - a. All elements of the pump island or pump island canopy that are not operational should be architecturally integrated by the use of color, material, and architectural detailing.
 - b. The design of pump islands should be architecturally integrated with other structures onsite using similar colors, materials and architectural detailing.
 - c. Pump island canopy columns shall be proportioned to the height and scale of the canopy and wrapped with architectural facing of stone, brick, or other natural materials.
 11. Canopy height, as measured from the finished grade to the lowest point on the canopy fascia, should not exceed thirteen (13) feet and nine (9) inches. The clearance height of canopies should be clearly indicated on the structure or through the use of a headache bar. The overall height of canopies should not exceed seventeen (17) feet.
 12. Overnight parking of vehicles or trailers used for shipping and/or deliveries is not permitted and shall be considered a nuisance violation of this code.

SECTION 6: AMENDMENT “14.13.4 Maintenance” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

14.13.4 Maintenance

1. Trees, shrubs, and other landscaping materials approved as part of the site development plan, shall be considered binding elements of the project in the same manner as parking, building, materials, and other details. The applicant, owner, subsequent owners and their agents shall be responsible for the continued maintenance of all landscaping materials.
2. All staking and guy wires shall be removed from any required tree within one (1) year of planting.
3. Any watering bag attached to the trunk of a tree shall be monitored and adjusted so as not to damage the trunk of the tree. Attached watering bags should be within three (3) years of planting.

SECTION 7: AMENDMENT “15.1.5 Acceptance” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

15.1.5 Acceptance

- A. No subdivision streets shall be eligible for acceptance by the City until a minimum of eighty-five percent (85%) of construction has been completed based on the number of total lots or a period of seven (7) years, whichever occurs first.
- B. Subdivisions to be constructed in phases shall not be eligible for street acceptance by the City until eighty-five percent (85%) of the construction has been completed based on the number of total lots of all phases if the construction route requires access to any of the previously platted phases or a period of seven (7) years, whichever occurs first.
- C. Any development-related improvements shall not be officially accepted until the improvements have been inspected and approved by the City, corrections are made in the field and on the approved infrastructure plans, a reproducible copy of the as-built drawings are provided to the Community Development and Engineering Departments, and the warranty required in the previous section is completed. As-built drawings to meet requirements outlined the City of Starkville Standards of Design and Specifications for subdivisions and shall be signed and certified by a licensed Professional Engineer indicating that all work is in accordance with the approved plans and the City of Starkville codes, standards and requirements.
- D. The developer shall maintain the roadways in a safe and good condition until the streets are eligible for acceptance. If at any time, the City notifies the developer of an unsatisfactory roadway condition, the developer will have thirty (30) days to remedy or the City may utilize a portion of the surety for roadway repairs or maintenance.
- E. Final street repairs and construction must be completed prior to acceptance by the City.
- F. Proof shall be provided to the City of the transfer of ownership of all common areas to the Homeowners' Association prior to acceptance by the City.

SECTION 8: **AMENDMENT** “15.1.15 Common Areas” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

15.1.15 Common Areas

- A. **Ownership** - Any platted common area(s) and any facilities located within the common area(s) shall be owned by the Homeowners’ Association and/or the owner(s) of the individually platted lots. For any newly platted subdivision, ownership shall be specifically addressed in the filed covenants for the development. Proof of the establishment of the Homeowner's Association shall be required for final plat approval. Proof of complete transfer of all ownership of common areas to the Homeowner's Association shall be required prior to acceptance of streets and/or infrastructure.
- B. **Maintenance** - Any platted common area(s) and any facilities located within the common area(s) shall be maintained by the Homeowners’ Association and/or the owner(s) of the individually platted lots. For any newly platted subdivision, maintenance shall be specifically addressed in the filed covenants for the development.
- C. **Penalty for Code Violation** - If at any time a common area is cited for a code violation, it shall be the responsibility of the Homeowners’ Association to take corrective action to remedy the violation and/or pay associated fines or liens. If the Homeowners’ Association has been disbanded, dissolved, or ceases to exist for any reason, it shall be the responsibility of the owner(s) of the individually platted lots within the platted subdivision to take corrective action to remedy the violation and/or pay associated fines or liens. The amount of any issued fines or lines will be assessed based on the number of lots and not the number of owners.

SECTION 9: AMENDMENT “16.10.2 Definitions” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

16.10 Flood Damage Prevention Ordinance

16.10.2 Definitions

L

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories.

- **Letter of Map Amendment** (LOMA) An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.
- **Letter of Map Revision** (LOMR) A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.
- **Conditional Letter of Map Revision** (CLOMR) A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

S

Substantial Improvement means any combination of reconstruction, rehabilitation, or other improvement of a structure taking place during a 10 year period in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the “start of construction” of the improvement. The designated 10-year period begins at the date of the initial improvement to the structure. The costs for determining substantial improvement include the costs of additions. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not apply to:

- a. ~~a.)~~ Any project for improvement of a building required to correct existing violations of state or local existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are minimum necessary to assure safe living conditions, provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners or;
- b. ~~b.)~~ Any alteration of a “historic structure” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.”

SECTION 10: **AMENDMENT** “16.10.3 General Provisions” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

16.10 Flood Damage Prevention Ordinance

16.10.3 General Provisions

- A. **Lands to Which This Ordinance Applies.** This ordinance shall apply to all areas of special flood hazard (SFHA) areas within the ~~jurisdiction~~corporate limits of the City of Starkville, Mississippi.
- B. **Basis for Establishing the Area of Special Flood Hazard.** The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled “The Flood Insurance Study (FIS), Number 28105CV000A, for Oktibbeha County, Mississippi and Incorporated Areas”, dated February 17, 2010 with accompanying Flood Insurance Rate Maps (FIRM) panel numbers 0063, 0064, 0068, 0132, 0151, 0152, 0153, 0154, 0158, 0161, 0162, 0166, and the Oktibbeha County Map Index, for the City of Starkville (Community Number 280124), Oktibbeha County, Mississippi, and other supporting data are adopted by reference and declared to be part of this ordinance. The Flood Insurance Study and maps are on file at the City of Starkville's Building Department.
- C. **Establishment of Floodplain Development Permit.** A development permit shall be required in conformance with the provision of this ordinance prior to the commencement of any development activities in identified areas of special flood hazard within the community.
- D. **Compliance.** No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.
- E. **Abrogation and Greater Restrictions.** This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- F. **Interpretation.** In the interpretation and application of this ordinance all provisions shall be:
 - 1. Considered as minimum requirements;
 - 2. Liberally construed in favor of the governing body, and;
 - 3. Deemed neither to limit nor repeal any other powers granted under state statutes.
- G. **Warning and Disclaimer of Liability.** The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within

such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Mayor and Board of Aldermen for the City of Starkville, Mississippi or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

- H. **Enforcement, Penalties, and Violations. Civil penalties.** Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$1,000.00 or imprisoned for not more than 90 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as are necessary to prevent or remedy any violation.

SECTION 11: AMENDMENT “16.10.4 Administration” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

16.10 Flood Damage Prevention Ordinance

16.10.4 Administration

- A. **Designation of Flood Damage Prevention Ordinance Administrator.** The Mayor and Board of Aldermen for the City of Starkville, Mississippi hereby appoints the City Engineer to administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator and/or the administrator.
- B. **Permit Procedures.** Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:
1. **Application Stage.**
 - a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings, which will be submitted on a FEMA Elevation Certificate Form ~~81-32~~FF-206-FY-22-152 by a state of Mississippi registered engineer or surveyor;
 - b. Elevation in relation to mean sea level to which any non-residential building in an A Zone will be floodproofed;
 - c. Certificate from a state of Mississippi registered professional engineer or architect that the non-residential flood-proofed building will meet the floodproofing criteria in Section 16.10.4.2 (A) (2) and Section 16.10.5.2 (B);
 - d. No floodplain development permit can be issued to any mobile, modular, or

permanently constructed residence, building or facility unless the owner, lessee, or developer obtains a Notice of Intent from the Mississippi State Health Department, pursuant to the MS Individual On-Site Wastewater Disposal System Law (2009), for a recommendation of a sewage system or Proof of Compliance from the proper Sewer and Water District;

e. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

2. **Construction Stage.** Upon establishment/placement of the lowest floor, before framing continues, to include any approved floodproofing method by whatever construction means, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the NAVD or NGVD elevation of the lowest floor or floodproofed elevation, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer, who is authorized by the State of Mississippi to certify such information, and certified by same. When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect, who is authorized by the state of Mississippi to certify such information, and certified by the same. Floodproofing shall be required to be above the base flood elevation. (PARAGRAPH DOWN). Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the lowest floor & floodproofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

3. **Finished Construction.** Upon completion of construction, a FEMA Elevation Certificate Form ~~81-32~~FF-206-FY-22-152 which depicts all finished construction elevations is required to be submitted to the Floodplain Administrator. If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.

C. Powers, Duties, and Responsibilities of the Floodplain Administrator. The Floodplain Administrator and his or her designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The Administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.

1. Right of Entry

a. Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the Administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the Administrator by this ordinance.

b. If such building or premises are occupied, the Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.

c. If entry is refused, the Administrator shall have recourse to every remedy provided

- by law to secure entry.
- d. When the Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after a proper request is made as herein provided, to promptly permit entry therein by the Administrator for the purpose of inspection and examination pursuant to this ordinance.
2. **Stop Work Orders.** Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this ordinance shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.
3. **Revocation of Permits**
- a. The Administrator may revoke a permit or approval, issued under the provisions of this ordinance, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
 - b. The Administrator may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this ordinance.
4. **Duties of the Administrator.** The duties of the administrator shall include, but not be limited to:
- a. Review all development permits to assure that the permit requirements of this ordinance have been satisfied.
 - b. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Additionally, require the permittee to obtain and submit copies of any required federal or state permits and maintain them on file with the development permit.
 - c. Perform a minimum of three inspections to ensure that all applicable ordinance and floodplain development requirements have been satisfied. The first inspection upon the establishment of the Base Flood Elevation reference mark at the development site; the second upon the establishment of the structure's footprint prior to pouring the slab or the establishment of the lowest floor in an elevated foundation system; and the final inspection upon completion and submission of the required finished construction elevation certificate.
 - d. Verify any required setback distances.
 - e. Verify that all placement of fill or grading is according to certified plans. Assure that any fill being used as part of the structure's foundation system (not allowed in a CHHA) is both clean material and properly compacted and placed. A professional certification that any structure built on fill is reasonably safe from flooding can be requested of the builder/developer.
 - f. Verify adequate placement and size of any required flood vents in regard to the

- number of openings, their location, size, and height above ground level.
- g. Ensure that a crawlspace has adequate vents or openings and that the interior grade is at or above the exterior grade.
 - h. Verify that the structure's utilities, duct work, and HVAC systems are at or above the base flood elevation.
 - i. Notify adjacent communities, the NFIP State Coordinator, and other federal and/or state agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse.
 - j. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
 - k. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new construction and substantially improved buildings, in accordance with Section 16.10.4.2 (B). Information must be recorded on the FEMA Elevation Certificate Form ~~81-32~~FF-206-FY-22-152 and record the actual elevation (in relation to mean sea level) to which the new construction and substantially improved buildings have been floodproofed, in accordance with Section 16.10.4.2 (B). Information must be recorded on the FEMA Elevation Certificate Form ~~81-32~~FF-206-FY-22-152.
 - l. Review certified plans and specifications for compliance.
 - m. Make the necessary interpretation where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Article.
 - n. Obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source when base flood elevation data or floodway data have not been provided in accordance with Section 16.10.3.2, in order to administer the provisions of Section 16.10.5.
 - o. Provide information, testimony, or other evidence, as needed during variance request hearings.
 - p. Conduct the following actions when damage occurs to a building or buildings:
 - a) Determine whether damaged structures are located within the Special Flood Hazard Area;
 - b) Conduct damage assessments for those damaged structures located in the SFHA, and;
 - c) Make a reasonable attempt to notify the owner(s) of damaged structure(s) of the requirement to obtain a building permit / floodplain development permit prior to repair, rehabilitation, or reconstruction.
 - q. Perform such other inspections as may be required to ensure compliance with the other provisions of this ordinance.

SECTION 12: **AMENDMENT** “16.10.5 Provisions For Flood Hazard Reduction” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

16.10 Flood Damage Prevention Ordinance

16.10.5 Provisions For Flood Hazard Reduction

A. General Standards for All Zones. In all areas of special flood hazard the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure.
2. Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not to be used as an anchor/elevation method. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
4. New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
5. Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of two feet above the Base Flood Elevation.
6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of “new construction” as contained in this ordinance.
10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance, shall be undertaken only if said non-conformity shall meet the requirements of “new construction” as contained in this ordinance.
11. All gas and liquid storage tanks (both above and below ground) shall be adequately anchored to prevent floatation, lateral movement resulting from hydrodynamic forces, and the effects of buoyancy.
12. When new construction and substantial improvements are located in multiple flood zones or in a flood zone with multiple base flood elevations, they shall meet the

requirement for the more stringent flood zone and the highest base flood elevation.

13. ~~Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the Special Flood Hazard Area.~~

B. Specific Standards for Riverine Zones. In all areas of special flood hazard designated on the community's FIRM, where base flood elevation data have been provided (excluding CHHA and Coastal AE Zone), as set forth in Section 16.10.3.2, the following provisions, in addition to the standards of Section 16.10.5.1, are required:

1. **Residential Construction.** New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than two feet above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of Section 16.10.5.2 (D). New development proposals will be designed, to the maximum extent practicable, so residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.
2. **Non-Residential Construction.** New construction and substantial improvement of any commercial, industrial, or non-residential building (including manufactured building) shall have the lowest floor, including basement, elevated to no lower than two feet above the base flood elevation. Buildings located in all A Zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation plus two feet plus a minimum of one (1) foot of freeboard are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator. New development proposals will be designed, to the maximum extent practicable, so non-residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.
3. In special flood hazard areas with base flood elevations (AE Zones) but without floodways, no encroachments, including fill material or structures, shall be permitted unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification must be supported by technical data that conforms to

standard hydraulic engineering principles.

4. **Enclosures.** New construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Enclosed areas, including crawl spaces, shall be used solely for parking of vehicles, building access, and storage.
 - a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following criteria:
 - (1) Provide a minimum of two openings, on different sides of each enclosed area; if a structure has more than one enclosed area below the base flood elevation, each shall have openings on exterior walls;
 - (2) The total net area of all openings shall be at least one square inch for each square foot of enclosed area, or the openings shall be designed and the construction documents shall include a statement that the design and installation will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters;
 - (3) The bottom of all openings shall be no higher than one foot above interior grade (which must be equal to in elevation or higher than the exterior grade);
 - (4) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions and automatically equalize hydrostatic flood loads on exterior walls, and;
 - b. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and,
 - c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.
 - d. Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of Article 5, Section B. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.
5. Detached storage buildings, sheds, or other like accessory improvements, including detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be constructed of flood resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of Section 16.10.5.2 (D) shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other appurtenant structures shall be

firmly anchored to prevent flotation that may result in damage to other structures.

6. Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor of the structure or the detached accessory building shall not be improved, finished or otherwise converted; the community will have the right to inspect the enclosed area.

7. Standards for Manufactured Homes and Recreational Vehicles.

- a. All manufactured homes placed, or substantially improved, on individual lots or parcels, in existing manufactured home parks or subdivisions, in expansions to existing manufactured home parks or subdivisions, in new manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring and the flood openings requirements of Section 16.10.5.2 (D). Manufactured homes must be:

- (1) Elevated on a permanent foundation to have its lowest floor elevated no lower than two feet above the base flood elevation, and;
- (2) Securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (3) ~~Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the Special Flood Hazard Area~~

- b. All manufactured homes placed or substantially improved, except manufactured homes that have incurred substantial damage as a result of a flood, in an existing manufactured home park or subdivision must be elevated so that:

- (1) The lowest floor of the manufactured home is elevated to no lower than 2 feet above the base flood elevation and be securely anchored to an adequately anchored foundation support system to resist flotation, collapse, and lateral movement.

- c. All recreational vehicles placed on sites must either:

- (1) Be on site for fewer than 180 consecutive days and shall leave the site and obtain a new permit before returning to the same site, and;
- (2) Be fully licensed and ready for highway use, or
- (3) Must meet all the requirements for new construction, including anchoring and elevation requirements of this Section 16.10.5.2 (F) (1) or Section 16.10.5.2 (F) (2) (i) above.

A recreational vehicle is ready for highway use if it is licensed and insured in accordance with the state of Mississippi motor vehicle regulations, is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

- d. **Floodways.** Located within areas of special flood hazard adopted by reference in Section 16.10.3.2, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:

- (1) Encroachments, including fill, new construction, substantial improvements, and other development, are prohibited.

- (2) The placement of manufactured homes (mobile homes) is prohibited.
- (3) Permissible uses within the floodway may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also lawns, gardens, athletic fields, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. These permissible uses may require certification (with supporting technical data) by a registered professional engineer demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge.
- (4) On a case-by-case basis existing structures located in floodway or that become incorporated into a floodway may be allowed to provide routine maintenance and remodeling of the structure. Those maintenance and remodeling measures shall not include any enlargement of the building, additional impervious areas, or any other modifications that would have any impact of any kind on the existing floodway. Regardless, no property in the floodway shall be substantially improved.

C. Standards for Streams Without Base Flood Elevations and Floodways. When base flood elevation data and floodway data are not available in accordance with Section 16.10.3.1, in Special Flood Hazard Areas and Community Flood Hazard Areas without base flood elevation data, new construction and substantial improvements shall be elevated or floodproofed to elevations established by the community. The following provisions in addition to the standards of Section 16.10.5.1 and the enclosure standards of Section 16.10.5.2 (D) shall apply:

1. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than five lots or five acres, whichever is lesser, include within such proposals base flood elevation data;
2. The Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of Section 16.10.5. When such data are available, standards of Section 16.10.5.2, shall apply. If data is not available from Section 16.10.5.3 (A) or outside sources, then the following provisions shall apply.
3. No encroachments, including fill material or other development, shall be located within a distance of the stream bank equal to five times the width of the stream at the top of the bank or twenty feet each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge. The enclosure standards of Section 16.10.5.2 (D) shall apply.
4. The Floodplain Administrator shall require that a single lot applicant develop the base flood elevation for the development site, utilizing accepted engineering practices and procedures. Upon review of the submitted data, the Administrator may accept or reject the proposed base flood elevation. When such data is accepted,

standards of Section 16.10.5.2, shall apply.

5. Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
6. Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the Special Flood Hazard Area.

D. Standards for Subdivision Proposals and Other Proposed Development.

1. All subdivision proposals shall be consistent with the need to minimize flood damage;
2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
4. Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than five lots or five acres, whichever is the lesser.
5. The subdivider/applicant shall comply with the following:
 - a. Show the floodplain boundary on the face of the subdivision plat, referencing the flood insurance rate map panel number and effective date.
 - b. Indicate the lowest finished floor elevation (FFE) and building pad elevations for each lot located within the special hazard flood area on the face of the subdivision plat. All preliminary plans for platted subdivisions shall identify the flood hazard areas and elevations of the base flood.
6. All preliminary and final subdivision plats shall provide the boundary of the special flood hazard area, the floodway boundary, and the base flood elevation.
7. Approval shall not be given for new streets which would be subject to flooding in the base flood. All street surfaces must be located at or above the base flood elevation.

- E. Critical Facilities.** Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent chance floodplain). Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet six inches (3'6") above the base flood elevation at the site (or to the 0.2 percent chance flood elevation whichever is greater). Floodproofing and sealing measures must be implemented to ensure that toxic substances will not be displaced by or released into floodwaters. Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the maximum extent possible. Critical facilities must not only be protected to or above the 0.2 percent chance flood, but must remain operable during such an event. The community's flood response plan must list facilities considered critical in a flood, since loss of access can cause a critical situation. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list. The

use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with this section. The list of the operators of the critical facilities affected by flooding must be updated at least annually, as part of the community critical facility planning procedures.

SECTION 13: **AMENDMENT** “16.10.6 Variance Procedures” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

16.10 Flood Damage Prevention Ordinance

16.10.6 Variance Procedures

- A. **Designation of Variance and Appeals Board.** The Board of Aldermen for the City of Starkville, Mississippi shall hear and decide appeals and requests for variances from the requirements of this ordinance and is herein referred to as the board.
- B. **Duties of Variance and Appeals Board.** The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the board may appeal such decision to the Oktibbeha County Circuit Court as provided in Mississippi Code Annotated, § 11-51- 75 (1972).
- C. **Variance Procedures.** In passing upon such applications, the board shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:
1. The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners;
 2. Variances shall not be granted for multiple lots, phases of subdivisions, or entire subdivisions;
 3. The danger that materials may be swept onto other lands to the injury of others;
 4. The danger of life and property due to flooding or erosion damage;
 5. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community;
 6. The importance of the services provided by the proposed facility to the community;
 7. The necessity of the facility to be at a waterfront location, where applicable;
 8. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 9. The compatibility of the proposed use with existing and anticipated development;
 10. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 11. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 12. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site, and;
 13. The costs of providing governmental services during and after flood conditions,

including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts.

14. Upon consideration of factors listed above, and the purpose of this ordinance, the board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
15. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

D. Conditions for Variance.

1. Variances shall only be issued when there is:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship, and;
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
2. The provisions of this ordinance are minimum standards for flood loss reduction; therefore, any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this ordinance, considering the flood hazard, to afford relief. ~~In the instance of a Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building (See Section 16.10.6.F).~~
3. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
4. The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request (Section 16.10.6.E).
5. Upon consideration of the factors listed above and the purposes of this ordinance, the board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
6. Variances shall not be issued “after the fact.”

E. Variance Notification. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;
2. Such construction below the base flood level increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Chancery Clerk and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances to the Federal Emergency Management Agency and the Mississippi Emergency Management Agency upon request.

- F. ~~**Historic Structures.** Variances may be issued for the repair or rehabilitation of “historic structures” only upon a determination that the proposed repair or rehabilitation will not preclude the structure’s continued designation as a “historic structure” and the variance is the minimum to preserve the historic character and design of the structure.~~
- G. **Special Conditions.** Upon consideration of the factors listed in Section 16.10.6, and the purposes of this ordinance, the City of Starkville may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this ordinance.
- H. **Floodway.** Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

SECTION 14: AMENDMENT “17.3.1 Permits Required” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

17.3 Building Permits

17.3.1 Permits Required

~~All commercial, residential, and mixed use developments, any construction or alterations that are not exempt under current IBC, IRC, State, and locally adopted codes are required to have a permit.~~ Any construction or alterations that are not exempt under the adopted Technical Codes of Section 17.2 or the State of Mississippi are required to have a permit unless listed as exempt below.

A. Residential Building Permits. Only includes One-Family Dwellings (Detached Dwelling) and Two-Family Dwellings (Attached Duplex Dwelling)

1. Permitting required:

- a. Any new development or new construction
- b. Any addition or alteration in excess of two thousand and five hundred dollars (\$2,500).
- c. Any dwelling units, including accessory dwellings, regardless of square footage.
- d. ~~Any addition, alteration, modification, or improvement that includes electrical, plumbing, and/or structural work.~~ Any addition, alteration, modification, or improvement that includes electrical, plumbing, mechanical/HVAC, structural work, and/or fire sprinklers or suppression systems.
- e. ~~Re-roofing ten thousand dollars (\$10,000) or greater.~~ Any roofing work equal to or greater than ten thousand dollars (\$10,000) and/or with structural changes.
- f. ~~Detached accessory structures not used for human habitation/dwellings up to one hundred (100) square feet when located within a floodplain.~~ Accessory use or structure for residential uses. See Section 13.9.1.B. Accessory structures include but are not limited to garages, carports, workshops, pool houses, sheds, storage buildings, swimming pools, covered open-air structures, outdoor living and recreation areas, and fences 7' or taller that are incidental and subordinate to the principal use of the primary building.
- g. Any work involving clearing, clear-cutting, grading, leveling, excavating, or filing a site. See Section 16.8.2 for Land Disturbance Permit requirements and exemptions.
- h. Within any locally designated historic district, a Certificate of Appropriateness, as required by Section 3.16, may be required in addition to a permit for all construction, alteration, and/or demolition.
- i. Any allowed residential signage that requires a permit per Section 14.7.
- j. Any work performed within the Right-of-Way.

2. Exempt from permitting:

- a. If the work only consists of painting, cabinetry, tiling, carpeting, and similar finish work. However, the cost of these items shall be included in any required permit.
- b. Re-roofing under ten thousand dollars (\$10,000). Any roofing work less than ten thousand dollars (\$10,000) in value with no structural changes.
- c. Fences under seven feet (7') tall.
- d. ~~Platforms, walks, decks, and driveways not exceeding thirty (30) inches above grade.~~Interior demolition where no structural elements are being removed or changed.
- e. ~~Detached accessory structures not used for human habitation/dwellings up to one hundred (100) square feet, unless the accessory structure is located within the floodplain then a permit is required for accessory structure one hundred (100) square feet or larger.~~Shed or storage building less than one hundred (100) square feet unless located within a flood zone. See Section 13.9.1.B.2
- f. ~~Prefabricated above-ground swimming pools, twenty four (24) inches in depth, and do not exceed five thousand (5,000) gallons.~~Low voltage work related to networking, security cameras, private alarm systems, and controlled access.
- g. ~~Retaining walls four (4) feet or less in height.~~Repair and replacement of existing outlets, lighting fixtures, toilets, and/or faucets.
- h. ~~Direct window replacement with no structural changes.~~Repair and replacement of any existing window with no structural changes.
- i. ~~Painting, papering, tiling, carpeting, installation of cabinets or countertops, and similar finish work.~~

B. Commercial Building Permits.~~For commercial and mixed-use developments any construction or alteration in excess of one thousand dollars (\$1,000) a permit is required.~~

1. Permitting required:

- a. Any new development or new construction. Site plan approval may be required in accordance with Section 3.9
- b. Any addition or alteration in excess of two thousand and five hundred dollars (\$2,500).
- c. Any addition, alteration, modification, or improvement that includes electrical, plumbing, mechanical/HVAC, structural work, and/or fire sprinklers or suppression systems.
- d. Any roofing work equal to or greater than ten thousand dollars (\$10,000) and/or with structural changes.
- e. Accessory use or structure for commercial uses. See Section 13.9.1.C. Accessory structures include but are not limited to sheds, storage buildings, swimming pools, freestanding self-serve structures, covered open-air structures, outdoor cooking areas, and fences seven feet (7') or taller that are incidental and subordinate to the principal use of the primary building.
- f. To perform work involving tree cutting, clearing, clear-cutting, grading, leveling, excavating, or filing a site. See Section 16.8.2 for Land

Disturbance Permit requirements and exemptions. No structure or site requiring approval from the Development Review Committee shall be modified, erected, or used prior to receiving site plan and/or infrastructure plan approval. See Section 3.9.2 for applicability and filing procedure for site and infrastructure plans.

- g. Within any locally designated historic district, a Certificate of Appropriateness, as required by Section 3.16, may be required in addition to a permit for all construction, alteration, and/or demolition.
- h. Any allowed signage that requires a permit per Section 14.7.
- i. Any work performed within the Right-of-Way.

2. Exempt from permitting:

- a. If the work only consists of painting, cabinetry, tiling, carpeting, and similar finish work. However, the cost of these items shall be included in any required permit.
- b. Any roofing work less than ten thousand dollars (\$10,000) in value with no structural changes.
- c. Interior demolition where no structural elements are being removed or changed.
- d. Repair and replacement of any existing window with no structural changes.
- e. Low voltage work related to networking, security cameras, private alarm systems, and controlled access.
- f. Repair and replacement of existing outlets, lighting fixtures, toilets, and/or faucets.



AGENDA REQUEST

TO: Mayor and Board of Aldermen
FROM: Sgt. Scotty Carrithers, Code Enforcement Supervisor
AGENDA DATE: November 5, 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
24-000554	117L-00-224.00	222 Santa Anita	SUNCREEK LLC	PO BOX 362 STARKVILLE MS, 39760
24-000551	102E-00-210.00	815 W MS HWY 12	SETHI S L	1554 W PEACE ST CANTON MS, 39046
24-000548	118P-00-149.00	LOT 24 D CITY BLOCK 18A (100 MARTIN LUTHER KING DR)	MOORE AVA L	70 AKINS RD STARKVILLE MS, 39759
24-000586	118O-00-340.00	LOT 5 B & PT LOT 5 & LOT 12 CITY BLOCK 10	OVERSTREET DOROTHY & WARE SANDRA	1300 E LAFAYETTE ST APT 1710-1 DETROIT MI 48207

Case #24-000554, Parcel #117L-00-224.00, 222 Santa Anita, Starkville, MS



Case #24-000551, Parcel #102E-00-210.00, 815 W MS HWY 12, Starkville, MS



Case #24-000548, Parcel #118P-00-149.0, 100 Martin Luther King Dr, Starkville, MS



Case #24-000586, Parcel#118O-00-340.00, Lot 5B & PT Lot 5 & Lot 12 City Block 10





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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: November 05, 2024
PAGE: Page 1 of 25

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 1443 Fire Station Rd., Starkville, MS 39759, with the parcel number 118 -27-017.00, is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 1443 Fire Station Rd., Starkville, MS 39759, with the parcel number 118 -27-017.00, was performed by Code Enforcement Officer Sarah Perez on October 16, 2024, and re-inspection on October 28, 2024, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as overall upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the front entrance window at City Hall and on the subject property on October 21, 2024. Notification letters of the public hearing were sent on October 21, 2024, to the property tax payer/owner Hilda Gillespie. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property ad valorem tax is collected and through Deed records.

On Monday, October 28, 2024, I Officer Sarah Perez and Building Official Stein McMullen met with Mr. Ethen Gillespie who is the property owner's husband to do a walk-through of the property and take photographs of the structure. Mr. Gillespie signed a permission to search form and walked the property with us.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move to determine the building, located at 1443 Fire Station Rd., Starkville, MS 39759, with the parcel number 118 -27-017.00, is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the subject property be allowed a maximum of 30 days to obtain permits, establish a repair schedule and/or commence demolition of the structure to be completed within 60 days from the date of this hearing.

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

1443 Fire Station Rd., Starkville, MS 39759, with the parcel number 118-27-017.00, Property Link

Property Link

OKTIBBEHA COUNTY, MS

Current Date 9/ 4/2024

Tax Year 2023
Records Last Updated 9/ 3/2024

PROPERTY DETAIL		
OWNER	GILLESPIE HILDA	ACRES : .26
	38 CHOCTAW RD	LAND VALUE : 2340
		IMPROVEMENTS : 2870
	STARKVILLE MS 39769	TOTAL VALUE: 5210
		ASSESSED : 782

PARCEL 118 -27-017.00
ADDRESS **NA**

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	43.10	43.10	0.00
CITY	25.02	25.02	0.00
SCHOOL	51.60	51.60	0.00
TOTAL	119.72	119.72	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 1 / 30 / 2024

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	A TRIANGULAR LOT IN S2 N2 SW4
HOMESTEAD CODE	None	NE4
TAX DISTRICT	2110	MAP 118 DB/PG 465/354 981/171
PPIN	015060	B 981 P 171 06/16/1999
SECTION	27	
TOWNSHIP	19N	
RANGE	14E	

Book 981

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[PURCHASE COUNTY TAX SALE FILES](#)

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

Back

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on October 16, 2024, at approximately 10:00 hrs.

(CALL CARD)

Call # 24-035677
Date/Time 10/16/2024 10:00:48
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

1443 FIRE STATION RD
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:00:48	10:00:48	10:22:18		

Notes

10/16/2024 10:01:37 AM PEREZ, S

CASE #24-000507 - DILAPIDATED STRUCTURES AND PROPERTY MAINTENANCE

10/16/2024 10:21:47 AM PEREZ, S

PHOTOS TAKEN FROM THE PUBLIC ROAD WAY SHOW EVIDENCE OF DETERIORATION OF THE STRUCTURE AND HOLES IN THE ROOF











STARKVILLE
MISSISSIPPI COLLEGE TOWN

MYGOV.US City of Starkville, MS

Phone: (662) 323-4647



Case No. 24-000576
Issued: October 21, 2024

LEGAL DESCRIPTION

RECIPIENTS: Hilda Gillespie

MYGOV.US 24-000576, 10/21/2024 at 11:17 AM

Page 1/4

MYGOV.US City of Starkville, MS

Phone: (662) 323-4847



MYGOV.US 24-000576, 10/21/2024 at 11:17 AM

DESCRIPTION

A small, weathered, light blue wooden house with a white door and a small porch, surrounded by green grass and trees. The house has a gabled roof and appears to be in a rural or wooded setting.



MYGOV.US 24-000576, 10/21/2024 at 11:17 AM

Page 2/4

MYGOV.US City of Starkville, MS

Phone: (662) 323-4847



MYGOV.US 24-000576, 10/21/2024 at 11:17 AM

Page 4/4



Notice of public hearing posted on the property, at City Hall, and mailed to the property owner on Monday, October 21, 2024.

HILDA GILLESPIE
38 CHOCTAW RD
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 118 -27-017.00
1443 FIRE STATION RD., STARKVILLE, MS 39759

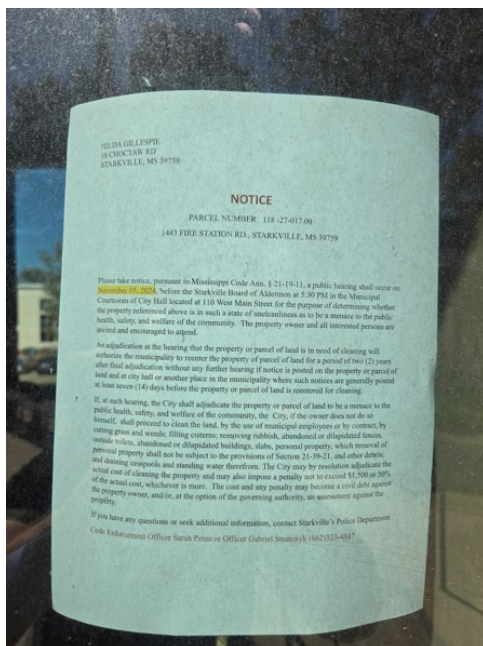
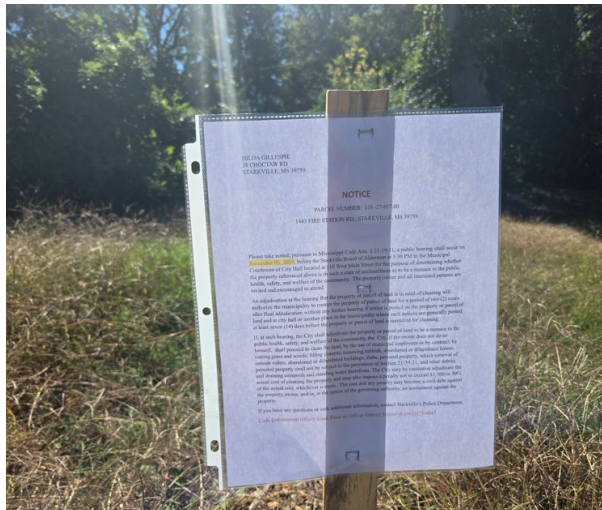
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **November 05, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

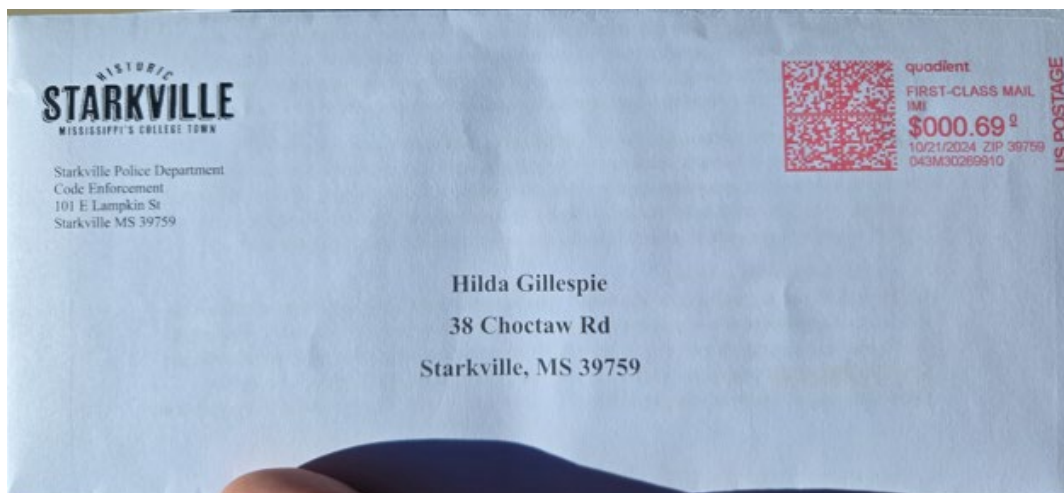
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (14) days before the property or parcel of land is reentered for cleaning.

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

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

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





On Monday, October 28, 2024, I Officer Sarah Perez and Building Official Stein McMullen met with Mr. Ethen Gillespie who is the property owner's husband to do a walk through of the property and take photographs of the structure. Mr. Gillespie signed a permission to search form and walked the property with us.

Call # 24-036947
Date/Time 10/28/2024 10:24:00
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

1443 FIRE STATION RD
 STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:24:00	10:24:00	10:58:02		

Notes

10/28/2024 10:31:02 AM	MULLEN, T	LETS Warrant Query submitted.
10/28/2024 10:31:02 AM	MULLEN, T	LETS DL Query submitted.
10/28/2024 10:31:02 AM	MULLEN, T	LETS Driver History Query submitted.
10/28/2024 10:53:37 AM	PEREZ, S	MEETING WITH PROPERTY OWNER AND BUILDING OFFICIAL STEIN MCMULLEN
10/28/2024 10:54:42 AM	PEREZ, S	MR ETHAN GILLESPIE SIGNED A PERMISSION TO SEARCH FORN AND WALKED THE PROPERTY WITH US
10/28/2024 10:55:42 AM	PEREZ, S	ALLOWED PHOTOS TO BE TAKEN OF THE OUTSIDE OF THE STRUCTURE AS WELL AS THE INSIDE OF THE STRUCTURE

**STARKVILLE POLICE DEPARTMENT
PERMISSION TO SEARCH**

I, Ethen Gillespie have been informed
by Sarah Perez and Stein McMuller, who made proper
identification as a(n) authorized law enforcement officer(s) of the Starkville Police
Department of my constitutional rights not to have a search made of the premises and
property owned by me and/or under my care, custody and control, without a search
warrant.

Knowing of my lawful rights to refuse to consent to such a search, I willingly give my
permission to the above named officer(s) to conduct a complete search of the premises
and property, including all buildings and vehicles, both inside and outside the property
located at

1443 Fire Station Rd. Starkville, MS 39759

The above said officer(s) further have my permission to take from my premises and
property, any letters, papers, materials or any other property or things which they
desire as evidence for criminal prosecution in the case or cases under investigation.

This written permission to search without a search warrant is given by me to the above
officer(s) voluntarily and without any threats or promises of any kind, at

10:30 AM on this 28th day of October 2024.

Ethen Gillespie
Signed
38 Chestnut Rd S
Address
662 418 5953
Phone

[Signature]
Witness
110 E. Main St.
Address
662 323 2525
Phone

[Signature]
Witness
101 E. Lampkin St.
Address
662 323 4847
Phone



























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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: November 5th, 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
23-000020	617 West Main St, Starkville, MS 39759	04/04/2023	\$911.86
24-000487	2400 McArthur Dr, Starkville, MS 39759	11/05/2024	\$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. 23-000020

FORSIDE CAROLYN

OWNER FORSIDE CAROLYN

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 FORSIDE CAROLYN (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: FORSIDE CAROLYN

Address of Owner: 617 WEST MAIN ST, STARKVILLE, MS 39759

Parcel Number: 118O-00-274.00

Address of Violation: 617 WEST MAIN ST, STARKVILLE, MS 39759

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on 04/04/2023 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 11/05/2024, adjudicated the actual cost to be \$911.86. 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 5th day of NOVEMBER, 202 4.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

D. LYNN SPRUILL, MAYOR

ATTEST: _____

LESA HARDIN, CITY CLERK

STATE OF MISSISSIPPI;
COUNTY OF OKTIBBEHA;



Book:2024 Page:107-109
Liens
RCD: 10/29/2024 @12:51:24 PM
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 Forside Carolyn, being more particularly described as:

617 West Main St (PID #1180-00-274.00)

(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 \$911.86.


D. Lynn Spruill, Mayor
City of Starkville, Mississippi


Lesa Hardin, City Clerk
City of Starkville, Mississippi

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 2/10/2023

Tax Year 2022

Records Last Updated 2/ 9/2023

PROPERTY DETAIL			
OWNER	FORSIDE CAROLYN		ACRES : **NA**
	617 W MAIN ST		LAND VALUE : 9000
			IMPROVEMENTS : 18340
	STARKVILLE MS 39759		TOTAL VALUE: 27340
			ASSESSED : 4101
PARCEL	1180-00-274.00		
ADDRESS	**NA**		
TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	226.01	0.00	227.14
CITY	123.56	0.00	124.18
SCHOOL	270.67	0.00	272.02
TOTAL	620.24	0.00	623.34 .50% Penalty
LAST PAYMENT DATE **NA**			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 18 C CITY BLOCK 13		
HOMESTEAD CODE	None	968/40	
TAX DISTRICT	3110	MAP 1180 DB/PG 321/430 919/207	
PPIN	004103	B 968 P 40 11/12/0098	
SECTION	34		
TOWNSHIP	19N		
RANGE	14E		
Book 968	Page 40		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2018	R & B FARMS LLC	5/26/2020 FORSIDE CAROLYN
Back		

[Log In HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)
[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)
[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

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

CITY OF STARKVILLE, MISSISSIPPI

LIENOR CITY OF STARKVILLE

VS.

CASE NO. 24-000487

TOWNSEL TORRIA L ETAL

OWNER TOWNSEL TORRIA L ETAL

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 TOWNSEL TORRIA L ETAL (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: TOWNSEL TORRIA L ETAL

Address of Owner: 2400 DOUGLAS MCARTHUR DR, STARKVILLE, MS 39759

Parcel Number: 102D-00-116.00

Address of Violation: 2400 MCARTHUR DR, STARKVILLE, MS 39759

2. 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 11/05/2024, 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 5TH day of NOVEMBER, 202 4.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

D. LYNN SPRUILL, MAYOR

ATTEST: _____

LESA HARDIN, CITY CLERK



Book:2024 Page:110-112

Liens

RCD: 10/29/2024 @12:51:59 PM

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, has declared the following described real property to be a menace to the public health, safety, and welfare of the community.

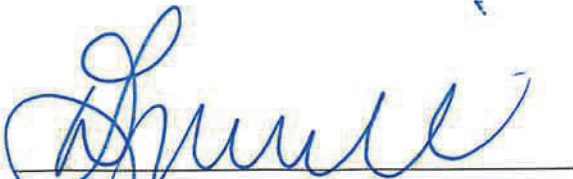
The said property located in the City of Starkville, Mississippi, owned by **Townsel Torria L Etal**, being more particularly described as:

2400 Douglas McArthur (PID #102D-00-116.00)

(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 **\$300.00.**


D. Lynn Spruill, Mayor
City of Starkville, Mississippi


Lesa Hardin, City Clerk
City of Starkville, Mississippi

Exhibit "A"

Property Link

OKTIBBEHA COUNTY, MS

Current Date 8/29/2024

Tax Year 2023
Records Last Updated 8/28/2024

PROPERTY DETAIL			
OWNER	TOWNSEL TORRIA L ETAL		ACRES : **NA**
	719 JESSIE RD		LAND VALUE : 50000
			IMPROVEMENTS : **NA**
	STARKVILLE MS 39759		TOTAL VALUE: 50000
			ASSESSED : 7500
PARCEL	102D-00-116.00		
ADDRESS	2400 MCARTHUR		
	TAX INFORMATION		
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	413.40	0.00	427.87
CITY	240.00	0.00	248.40
SCHOOL	494.85	0.00	512.17
TOTAL	1148.25	0.00	1191.44 3.50% Penalty + Print Fee
A Print Fee May Apply, Contact County For Total.			
LAST PAYMENT DATE **NA**			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL PT LOT 79 GREENOAKS SUB #15		
HOMESTEAD CODE	None 2008/3173 2010/3363 2012/7526		
TAX DISTRICT	1110 MAP 102D DB/PG 551/5 2002/3392		
PPIN	014050 B 2012 P 7526 12/10/2012		
SECTION	04		
TOWNSHIP	18N		
RANGE	14E		
Book 2012	Page 7526		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2023	STATE OF MISSISSIPPI	NOT REDEEMED
2022	QUICKSILVER TAX FUNDING LLC	2/27/2024 TOWNSEL TORRIAL ETAL
Back		

Exhibit "B"

2400 Douglas McArthur

Employees	Equipment used
Andrew McDaniel	Weed Eater
Raymond Shelton	Zero turn lawn mower
	Tractor
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: November 5, 2024
PAGE: 1

SUBJECT: Consideration of approving the MOU between the City and Oktibbeha County and LEPC for the grant funds associated with the HAZMAT fire grant.

AMOUNT & SOURCE OF FUNDING: Matching grant funds in the amount of \$4,189.93 due from the city.

FISCAL NOTE: HAZMAT grant in the amount of \$16,759.71 with a city match as noted above

AUTHORIZATION HISTORY: The Board approved accepting the grant October 1, 2024.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the MOU for the agreed repayment to the city by Oktibbeha County acting by and through its LEPC recipient for the grant funds.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “Agreement”) is made and entered into as of the ____ day of November, 2024, by and among Oktibbeha County, Mississippi, (the “County”) acting by and through its Board of Supervisors (the “Board”) and its Oktibbeha County Emergency Management Agency (the “LEPC”), the City of Starkville Mississippi (the “City”), acting by and through its Mayor and Board of Aldermen to effectuate the grant requirements for the Hazardous Materials Emergency Preparedness Grant Program (“HMEP”) through the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration.

WITNESSETH

WHEREAS, The City of Starkville and the Oktibbeha County Board of Supervisors and the LEPC share the same goals of enhancing local fire protection through the collaboration and sharing of resources; and

WHEREAS, the dangers of HAZMAT are real and must be combatted through the uses of multiple costly devices; and

WHEREAS, the flow test kit and X-Dock Modules and computers provide for the most current ability to measure flow and pressure on hose lines therefore providing optimum training and services to the multi-jurisdictional county and city personnel and residents; and

WHEREAS, the City and County and its LEPC services will all benefit from this coordination and improve the safety of the entire city and county area; and

WHEREAS, the Oktibbeha County LEPC was the named beneficiary through the application for HMEP grant of certain Federal funds in the amount of \$16,759.71 with a required match of \$4,189.93; and

WHEREAS, the City agrees to make the upfront purchases for the costs of the four (4) Dell Laptops, Flow Test Kit and gas detection monitors in the amount of \$20,949.64; and

WHEREAS, the County through its LEPC and upon the submission of the receipt showing the purchase and the expenditure will timely submit the request for reimbursement to the HMEP authorized agency; and

WHEREAS, the County through its LEPC commits to timely reimburse the City for its approved funding of \$16,759.71 upon the receipt of said funding from the authorized agency.

NOW THEREFORE, the Parties agree as follows:

1. The recitals above are incorporated into this MOU.
2. The County, by executing this MOU, is committing to repay the City for its upfront costs of the purchase of the materials and equipment approved by the grant in the amount of \$16,759.71.
3. Any amendments to this Agreement shall be in writing and signed by all parties affected by such amendment or their respective successors and assigns.
6. This Agreement shall be governed by the laws of the State of Mississippi.
7. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but the same instrument.

If any clause, provision or paragraph of this Agreement be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or paragraph shall not affect remaining clauses, provisions or paragraphs hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or paragraph had not been contained herein.

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____
Marvel Howard, President
Oktibbeha County Board of Supervisors

Attest: _____
Sharon Livingston, Clerk of the Board

By: _____
Kristen Campanella, Director
Oktibbeha County LEPC

STARKVILLE, MISSISSIPPI

By: _____
D. Lynn Spruill, Mayor

Attest: _____
Lesa Hardin, City Clerk



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

AGENDA ITEM DEPT.: Administration
AGENDA DATE: November 5, 2024
PAGE: 1

SUBJECT: Consideration of approving the MOUs between the City and Mississippi Department of Finance for the appropriation funds associated with Section 10 of Senate Bill 2468, 2024 Regular Legislature Session, for costs associated with the Main Street Project.

AMOUNT & SOURCE OF FUNDING: Two appropriations which total \$3,000,000.00

FISCAL NOTE: This is non-matching appropriation

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the two MOUs between the City and Mississippi Department of Finance for the appropriation funds associated with Section 10 of Senate Bill 2468, 2024 Regular Legislature Session, for costs associated with the Main Street Project in the amounts of \$2,450,000.00 and \$550,000.00.

Senate Bill 2468

(As Sent to Governor)

ACT TO DIRECT THE TRANSFER OF CERTAIN FUNDS FROM THE CAPITAL EXPENSE FUND TO THE 2024 LOCAL IMPROVEMENTS OBJECTS FUND, THE 2022 IHL CAPITAL IMPROVEMENTS FUND, THE 2022 COMMUNITY AND JUNIOR COLLEGES CAPITAL IMPROVEMENTS FUND, THE 2022 STATE AGENCIES CAPITAL IMPROVEMENTS FUND, THE 2022 DEPARTMENT OF FINANCE AND ADMINISTRATION STATEWIDE REPAIR AND RENOVATION FUND, THE MISSISSIPPI STATE UNIVERSITY VETERINARY SCHOOL FUND, THE MISSISSIPPI SITE DEVELOPMENT GRANT FUND, THE 2023 LAFAYETTE COUNTY INFRASTRUCTURE IMPROVEMENTS FUND, THE 2023 SOTO COUNTY INFRASTRUCTURE IMPROVEMENTS FUND, THE 2023 EMERGENCY ROAD AND BRIDGE FUND, STRATEGIC MULTI-MODAL INVESTMENTS FUND, AND THE 2022 INFRASTRUCTURE MATCH FUND; TO DIRECT THE TRANSFER OF CERTAIN FUNDS FROM THE STATE SETTLEMENT FUND TO THE 2024 LOCAL IMPROVEMENTS PROJECTS FUND; TO DIRECT THE TRANSFER OF CERTAIN FUNDS FROM THE CAPITAL EXPENSE FUND TO THE EMPLOYERS' ACCUMULATION ACCOUNT OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM CREATED BY SECTION 25-11-123(C); TO DIRECT THE STATE FISCAL OFFICER TO MAKE DISBURSEMENTS FROM THE 2022 IHL CAPITAL IMPROVEMENTS FUND, THE 2022 COMMUNITY AND JUNIOR COLLEGES CAPITAL IMPROVEMENTS FUND, AND THE 2022 STATE AGENCIES CAPITAL IMPROVEMENTS FUND FOR CERTAIN PROJECTS; TO DIRECT THE STATE FISCAL OFFICER TO MAKE DISBURSEMENTS FROM THE 2022 DEPARTMENT OF FINANCE AND ADMINISTRATION STATEWIDE REPAIR AND RENOVATION FUND TO PAY THE COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS, GENERAL REPAIRS AND RENOVATIONS; TO CREATE THE MISSISSIPPI STATE UNIVERSITY VETERINARY SCHOOL SPECIAL FUND IN THE STATE TREASURY; TO DIRECT THE STATE FISCAL OFFICER TO MAKE DISBURSEMENTS FROM THE 2023 LOCAL IMPROVEMENTS PROJECTS FUND FOR CERTAIN PROJECTS; TO DIRECT THE TRANSFER OF CERTAIN FUNDS FROM THE CAPITAL EXPENSE FUND TO THE MISSISSIPPI MAIN STREET REVITALIZATION GRANT PROGRAM FUND AND THE GULF COAST SEASANGER RAIL RESTORATION MATCH FUND TO AUTHORIZE DELTA STATE UNIVERSITY TO ENTER INTO A PUBLIC-PRIVATE PARTNERSHIP WITH A THIRD-PARTY DEVELOPER FOR PLANNING, DESIGNING, RENOVATING, CONSTRUCTING, FURNISHING, AND EQUIPPING WARD HALL DORMITORY AND CLEVELAND HALL; TO AUTHORIZE DELTA STATE UNIVERSITY TO ENTER INTO A PARTNERSHIP WITH THE CLEVELAND SCHOOL DISTRICT TO CREATE A MODEL RURAL EDUCATION SCHOOL TO SERVE PRE-K THROUGH SIXTH-GRADE STUDENTS FROM BOLIVAR COUNTY AND TO TAKE CERTAIN ACTIONS TO ACCOMPLISH THAT PURPOSE; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. Upon the effective date of this act, the State Treasurer, in conjunction with the State Fiscal Officer, shall transfer the amounts listed below from the Capital Expense Fund (Fund No. 6499C00000) to each of the following named funds:

FUND	FUND NUMBER	AMOUNT
24 Local Improvements		
Projects Fund created		
in Section 4 of this act		\$ 227,375,000.00
22 IHL Capital		
Improvements Fund	6611330000	\$ 110,000,000.00
22 Community and Junior		
Colleges Capital		
Improvements Fund	6611300000	\$ 45,000,000.00
22 State Agencies Capital		
Improvements Fund	6611320000	\$ 26,100,000.00
22 Department of Finance		
and Administration		
Statewide Repair and		
Renovation Fund	6611310000	\$ 23,900,000.00
Mississippi State University		
Veterinary School Fund		
created in Section 9 of		
this act		\$ 18,000,000.00
Mississippi Site Development		
Grant Fund	6614170000	\$ 40,000,000.00
23 Lafayette County		
Infrastructure		
Improvements Fund	6611380000	\$ 160,000,000.00

(jn) To assist the City of Gautier, Mississippi, in paying costs associated with ADA compliance and additional recreational facilities for adults and youth such as outdoor basketball courts, tennis courts, playground equipment and a splash pad, for Hickory Hills \$ 1,500,000.00

(jo) To assist the City of Gautier, Mississippi, in paying costs associated with the purchase of and improvements to water meters..... \$ 1,500,000.00

(jp) To assist the Singing River Healthcare Academy in paying costs associated with general improvements.....
..... \$ 1,500,000.00

(jq) To assist the Town of Terry, Mississippi, in paying costs associated with infrastructure improvements.....
..... \$ 150,000.00

(jr) To assist the City of Starkville, Mississippi, in paying costs associated with the completion of downtown Main Street Project \$ 2,450,000.00

(js) To assist Oktibbeha County, Mississippi, in paying costs associated with the completion of the county's 365 Project to equip 911 and county patrol cars with the latest computer and communication technology..... \$ 500,000.00

(jt) To assist Oktibbeha County, Mississippi, in paying costs associated with the restoration of Argantown Road Bridge.....
..... \$ 500,000.00

(ju) To assist the Capitol Complex Improvement District, as overseen by the Capitol Complex Improvement District Project Advisory Committee, in paying costs associated with major thoroughfares to Jackson State University..... \$ 1,500,000.00

(jv) To assist Oktibbeha County, Mississippi, in paying costs associated with improvements to the Ben Post Office parking lot, culvert and erosion control..... \$ 50,000.00

(jw) To assist Newton County, Mississippi, in paying costs associated with building an addition and related fixtures for the Sheriff's facility..... \$ 150,000.00

(jx) To assist the City of Union, Mississippi, in paying costs associated with paving various streets.....
..... \$ 250,000.00

(jy) To assist the City of Byram, Mississippi, in paying costs associated with the intersection between Siwell Road and Terry Road \$ 500,000.00

(jz) To assist Newton County, Mississippi, in paying costs associated with the purchase of a heavy duty fire pumper and rescue vehicle..... \$ 350,000.00

(ka) To assist the Town of Decatur, Mississippi, in paying costs associated with paving various streets.....
..... \$ 250,000.00

(kb) To assist Olive Branch, Mississippi, in paying costs associated with improvements, renovations, repairs, and upgrades to the Olive Branch Airport..... \$ 1,000,000.00

(kc) To assist Bolivar County, Mississippi, in paying costs associated with expanding the Terrebonne River Park to include a second docking ramp..... \$ 500,000.00

(kd) To assist the Town of Mount Olive, Mississippi, in paying costs associated with infrastructure improvements.....
..... \$ 300,000.00

Beat 4 on CR 5282 \$ 75,000.00

(lm) To assist the Town of Braxton, Mississippi, in paying costs associated with general street paving and infrastructure improvements..... \$ 500,000.00

(ln) To assist Jasper County, Mississippi, in paying costs associated with infrastructure improvements
Beat 3 on CR 5282 \$ 145,000.00

(lo) To assist the Town of West, Mississippi, in paying costs associated with infrastructure and street improvements, capital expenses on city property and the purchase of equipment.....
..... \$ 300,000.00

(lp) To assist Jasper County, Mississippi, in paying costs associated with infrastructure improvements
Beat 2 on
3511..... \$ 500,000.00

(lq) To assist the City of Kosciusko, Mississippi, in paying costs associated with infrastructure improvements.....
..... \$ 2,500,000.00

(lr) To assist Jasper County, Mississippi, in paying costs associated with infrastructure improvements
Beat 1 on CR 219, CR 5282, and CR 52816..... \$ 500,000.00

(ls) To assist Lee County, Mississippi, in paying costs associated with the acquisition and purchase of tornado shelters for installation of such shelters at fire departments and volunteer fire departments upon public property throughout the county \$ 304,000.00

(lt) To assist the City of Starkville, Mississippi, in paying costs associated with the Starkville in Street Project.....
..... \$ 550,000.00

(lu) To assist Attala County, Mississippi, in paying costs associated with infrastructure improvements.....
..... \$ 2,500,000.00

(lv) To assist Leake County, Mississippi, in paying costs associated with maintenance of Pine Grove Road and other county roads \$ 2,500,000.00

(lw) To assist the City of Carthage, Mississippi, in paying costs associated with infrastructure improvements and road maintenance..... \$ 1,500,000.00

(lx) To assist the City of Flowood, Mississippi, in paying costs associated with planning, engineering and construction of Fannie Cook Parkway..... \$ 3,500,000.00

(ly) To assist the Mississippi Department of Transportation with federal fund match for Highway 25 project PL 118-42 \$ 1,000,000.00

(lz) To assist the Capitol Complex Improvement District, as overseen by the Capitol Complex Improvement District Project Advisory Committee, in paying costs associated with repairing, milling and paving of Flowood Place Street.....
..... \$ 400,000.00

(ma) To assist the Capitol Complex Improvement District, as overseen by the Capitol Complex Improvement District Project Advisory Committee, in paying costs associated with connecting the Museum Trail and the Haven through downtown Jackson, Mississippi, to Jackson State University.....
250,000.00

(mb) To assist the City of Meridian, Mississippi, in paying costs associated with general street paving and infrastructure.. \$ 500,000.00

Government

MEMORANDUM OF UNDERSTANDING

Entity: City of Starkville
Authorized Representative: Lesa Hardin
Title: City Clerk / CFO Date: 10-31-2024
Address: 110 West Main St / Starkville, MS 39759
Telephone: 662-323-2525 EMAIL: l.hardin@cityofstarkville.org
Funding Amount: \$2,450,000

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the Entity for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the Entity in paying costs associated with the local project (hereinafter the "Project") specified in Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Laws of 2024, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed the Funding Amount listed above (hereinafter the "Project Funds"), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, The Act, authorized expenditures for certain projects; and

WHEREAS, pursuant to the Act, the Legislature has appropriated funds to the Entity to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies to pay the costs of the Project; and

WHEREAS, the Entity shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the Entity to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the Entity is subject to the State's procurement laws; and

WHEREAS, the Entity agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the Entity agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter's end. The Entity shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the Entity that the funds on deposit for Entity should be disbursed to the Entity and that the Entity shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE ENTITY AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from upon written request of the Entity to pay the costs associated with the Project.

Section 2. The Entity certifies and agrees to make every effort to expend all funds received within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the Entity to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The Entity agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the Entity is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the Entity agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The Entity agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The Entity shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The Entity agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The Entity agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

Entity's Authorized Representative Listed Above

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Deputy Executive Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the DFA approval date.

IN WITNESS WHEREOF, the Entity has affixed its signature on the date indicated below.

Entity Name: _____

By: _____
Name, Title

Date: _____

EXHIBIT A

The Entity shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.



MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE: 10/31/2024

PROJECT NAME: SB2468 Main Street (2,450,000)

MAILING
ADDRESS: 110 West Main Street

Starkville

39759



CONTACT UPDATE LIST

**PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER
FOR EACH PERSON**

(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)

Name	Phone Number	Email Address
Lesa Hardin	(662) 323-2525	<i>l.hardin@cityofstarkville.org</i>
Stephen Webb Corban	(662) 323-2525	<i>w.corban@cityofstarkville.org</i>
Joanna McLaurin	(662) 323-2525	<i>j.mclaurin@cityofstarkville.org</i>

AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: _____

Government

MEMORANDUM OF UNDERSTANDING

Entity: City of Starkville
Authorized Representative: Lesa Hardin
Title: City Clerk / CFO Date: 10-31-2024
Address: 110 West Main St / Starkville, MS 39759
Telephone: 662-323-2525 EMAIL: l.hardin@cityofstarkville.org
Funding Amount : \$550,000

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the Entity for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the Entity in paying costs associated with the local project (hereinafter the "Project") specified in Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Laws of 2024, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed the Funding Amount listed above (hereinafter the "Project Funds"), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, The Act, authorized expenditures for certain projects; and

WHEREAS, pursuant to the Act, the Legislature has appropriated funds to the Entity to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies to pay the costs of the Project; and

WHEREAS, the Entity shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the Entity to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the Entity is subject to the State's procurement laws; and

WHEREAS, the Entity agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the Entity agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter's end. The Entity shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the Entity that the funds on deposit for Entity should be disbursed to the Entity and that the Entity shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE ENTITY AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from upon written request of the Entity to pay the costs associated with the Project.

Section 2. The Entity certifies and agrees to make every effort to expend all funds received within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the Entity to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The Entity agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the Entity is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the Entity agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The Entity agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The Entity shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The Entity agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The Entity agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

Entity's Authorized Representative Listed Above

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Deputy Executive Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the DFA approval date.

IN WITNESS WHEREOF, the Entity has affixed its signature on the date indicated below.

Entity Name: _____

By: _____
Name, Title

Date: _____

EXHIBIT A

The Entity shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.



MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE: 10/31/2024

PROJECT NAME: SB2468 Main Street (550,000)

MAILING
ADDRESS: 110 West Main Street

Starkville

39759



CONTACT UPDATE LIST

PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER
FOR EACH PERSON

(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)

Name	Phone Number	Email Address
Lesa Hardin	(662) 323-2525	l.hardin@cityofstarkville.org
Stephen Webb Corban	(662) 323-2525	w.corban@cityofstarkville.org
Joanna McLaurin	(662) 323-2525	j.mclaurin@cityofstarkville.org

AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: _____



**STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 11.5.2024
PAGE: 1**

SUBJECT: Consideration to re-appoint Ms. Sophia Nickels, the sole applicant, to fill a vacancy with the Housing Authority Board for a term that expired September, 2024.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

This appointment was currently held by Ms. Sophia Nickles who previously served on the board. Ms. Sophia Nickels was the only letter of interest received for the appointment.

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Move for approval to appoint Ms. Sophia Nickles, the sole applicant, to fill a vacancy with the Starkville Housing Authority Board. This appointment will be for a five-year term that will begin November 6, 2024 and end November 6, 2029.

Starkville, MS 39759

8142 MS Highway 389

October 16, 2024

To: Mayor Lynn Spruill & Board of Aldermen

I would like to introduce myself. I am Sophia Nickels, and I am retired Mathematics teacher from Starkville School District. I presently do some volunteer work, and serve as musician for two churches with one being the church I am affiliated with.

I would like to continuing serving on the Starkville Housing Board of Directors. I do realize that being on the board is a very important position, and I am willing to continue using my skills to serve on the board and to be a responsible contributor to the decision-making process to the best of my abilities. I want to continue to work as a partner and connect with the successful operation I have been a part of at the Starkville Housing Authority.

Perhaps, in some way, I can continue to be of help to the tenants that reside in Housing Authority. I am anxious to continue my service, and I look forward to continue my service on a professional and personal level if I am selected.

Thank you for your utmost consideration.

With warmest regards,

A handwritten signature in blue ink that reads "Sophia Nickels". The signature is written in a cursive, flowing style.

Sophia Nickels



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 11.5..24
PAGE: 1 of 62

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 2025B, of the City of Starkville, Mississippi, in the principal amount of \$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 2025B 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 2025B 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 2025B bonds; authorizing bond insurance; authorizing a bond rating; offering the Series 2025B bonds for sale; approving and authorizing the distribution of a preliminary official statement pertaining to the sale of the Series 2025B bonds; authorizing the execution and distribution of an official statement pertaining to the sale of the Series 2025B bonds; acknowledging and authorizing the execution of post issuance compliance procedures; authorizing the execution of a continuing disclosure agreement pertaining to the Series 2025B bonds; and for related purposes.

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:**

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 2025B, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF \$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 2025B 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 2025B 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 2025B BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2025B BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025B BONDS; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025B BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2025B 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 2025B Bonds pursuant to the requirements of this Bond Resolution, the Series 2019 Bonds, the Series 2025A 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 2025B 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 2025B 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 November 5, 2024, by the Governing Body, authorizing and directing the issuance of the Series 2025B 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 2025B Bonds remain Outstanding; provided, however, that the final Bond Year shall end on the date the Series 2025B 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 2025B Bonds shall mean the date of issuance and delivery of the Series 2025B 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 2025B 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, and debt service on the Series 2019 Bonds, the Series 2025A Bonds, 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 2025B Bonds, and to serve as registrar and transfer agent for the registration of Registered Owners

of the Series 2025B 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 2025B 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 2025B Bonds.

“Purchaser” shall mean the successful bidder for the Series 2025B 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 2025B 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 2025A, of the Municipality, in the original principal amount of \$7,000,000, dated the date of issuance thereof, , authorized and directed to be issued in the bond resolution adopted October 1, 2024, by the Governing Body.

“Series 2025B Bonds” shall mean the Combined Water and Sewer System Revenue Bonds, Series 2025, of the Municipality, in the original principal amount of \$8,000,000, authorized and directed to be issued in this Bond Resolution adopted by the Governing Body.

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

“State” shall mean the State of Mississippi.

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

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

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

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

2. Heretofore, on Tuesday, October 1, 2024, the Governing Body adopted a resolution entitled, “**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$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**” (the “Resolution of Intent”), wherein the Governing Body found, determined, and adjudicated that it is necessary that the Series 2025B Bonds be issued in the amount, for the purpose, and secured as aforesaid, declared its intention to issue the Series 2025B Bonds, and fixed Tuesday, November 5, 2024, at 5:30 p.m., as the date and hour on which it proposed to authorize the issuance of the Series 2025B 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 October 11, 2024, October 18, 2024, and October 25, 2024, the third such publication on October 25, 2024, being more than 10 days prior to November 5, 2024, the date set for the filing of protests on the matter of authorizing the issuance of the Series 2025B Bonds. The proof of publication of the Resolution of Intent is attached hereto as **Attachment C**.

4. On Tuesday, November 5, 2024, at 5:30 p.m., the date and hour on which it was proposed to authorize the issuance of the Series 2025B 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, November 5, 2024, the Governing Body adopted this Bond Resolution wherein the Governing Body found, determined, and adjudicated that it was authorized to issue and sell the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds, issued and secured in the manner hereinafter provided in this Bond Resolution.

10. The Governing Body now finds and determines that it is necessary, advisable, and in the public interest to direct the issuance of and offer for sale the Series 2025B Bonds in the maximum principal amount of \$8,000,000, out of the authorized maximum principal amount of \$8,000,000.

11. The estimated cost of the Project caused to be made by the Governing Body is \$8,000,000, 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 2025B 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 2025B Bonds to provide funds for the Project, the Series 2025B Bonds to be payable solely from Net Revenues and certain funds provided for herein.

14. The amount of the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds will be used to carry out the governmental purposes of the Series 2025B Bonds within a three-year period beginning on the date of issuance of the Series 2025B Bonds.

19. The Series 2025B 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 2025B 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 2025B Bonds.

21. The Official Statement pertaining to the sale of the Series 2025B 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 2025B Bonds

25. The Governing Body desires to go forward with preparation for the issuance of the Series 2025B Bonds for the Project, and desires to affirm or approve the engagement of certain professionals to assist with the issuance of the Series 2025B 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 2025B 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 2025B 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 2025B Bonds shall be deposited into the Improvement Fund.

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

SECTION 3.01. AUTHORIZATION AND TERMS OF THE SERIES 2025B BONDS. (a) The Series 2025B Bonds are hereby authorized and directed to be issued for the Project. The Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2025B Bonds to be redeemed.

(3) Prior to the date fixed for redemption, funds shall be placed with the Paying Agent to pay the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds shall be paid and, without the necessity of presentation and surrender of the Series 2025B Bonds as set forth in Section 3.02(a) hereof, principal and premium, if any, of the Series 2025B 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 2025B 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 2025B Bonds at the principal office of the Paying Agent to the Registered Owners as of the Special Record Date of the Series 2025B 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 2025B BONDS; CONDITIONS TO DELIVERY OF THE SERIES 2025B BONDS. (a) The Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds; and

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

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

(f) The Series 2025B 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 2025B Bonds.

(g) When the Series 2025B 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 2025B 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 2025B 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 2025B Bonds shall remain Outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Series 2025B Bonds. The Paying Agent is hereby appointed registrar for the Series 2025B 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 2025B 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 2025B BONDS. The Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds remain Outstanding, the Municipality shall maintain at the office of the Paying Agent books for the registration and transfer of Series 2025B Bonds. The Paying Agent is hereby appointed Bond Registrar for the Municipality for the purpose of registration and transfer of the Series 2025B 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 2025B 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 2025B 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 2025B Bonds is exercised, the Paying Agent shall authenticate and deliver Series 2025B 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 2025B 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 2025B 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 2025B Bonds, the date of the mailing of notice of such redemption.

SECTION 3.09. SERIES 2025B 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 2025B 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 are lost, stolen or destroyed, without surrender thereof. Any such duplicate Series 2025B 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 2025B Bonds be at any time found by anyone, and such duplicate Series 2025B 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 2025B Bonds issued hereunder.

SECTION 3.10. FORM OF THE SERIES 2025B BONDS. The Series 2025B 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 \$8,000,000 (the "Series 2025B 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 2025B Bonds, adopted by the Governing Body on November 5, 2024 (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 \$8,000,000, out of an authorized amount of \$8,000,000, 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 2025B Bonds maturing after _____ 1, 20__, are subject to redemption prior to their stated dates of maturity at the option of the Municipality, on and after _____ 1, 20__, at par, plus accrued interest to the date of redemption, either in whole or in part, on any date, in inverse order of maturity, as follows:

(a) Interest shall cease to accrue on any of the Series 2025B 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 2025B 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 2025B Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2025B Bonds to be redeemed. If less than all of the outstanding Series 2025B Bonds of a maturity are to be redeemed, the particular Series 2025B 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 2025B Bonds (in integral multiples of \$5,000), and for all purposes of this Series 2025 Bond, all provisions relating to the redemption of Series 2025B 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 2025B Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2025B 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 2025B Bonds to be redeemed, as provided in the Bond Resolution, the interest on any Series 2025B Bonds so called for redemption payable subsequent to the redemption date shall cease to accrue, such Series 2025B Bonds shall cease to be entitled to any benefit or security under the Bond Resolution, and the Record Date Registered Owners of such Series 2025B 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 2025B 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"), the payment of the \$7,000,000 Combined Water and Sewer System Revenue Bonds, Series 2025A, dated and issued _____, 20__, and maturing _____, 20__ (the "Series 2025A Bonds"), and the payment of any loans from the State as of the date of issuance of the Series 2025B Bonds (the "Loans"), and (ii) the Current Debt Service Account and the Debt Service Reserve Account, both of which sources have been pledged on a parity of lien with the Series 2019 Bonds, the Series 2025A Bonds, the 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 2025B 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 2025B 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 2025B Bonds are secured on a parity of lien with the Series 2019 Bonds, the Series 2025A 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 2025B 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 2025B 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 2025B 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 2025B 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__.

City Clerk

(seal)

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 2025B 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 2025B Bonds are secured on a parity of lien with the Series 2019 Bonds, the Series 2025A 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 2025B BONDS ARE LIMITED OBLIGATIONS. The Series 2025B 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 2025B 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 2025B Bonds deposit an amount from the proceeds of the sale of the Series 2025B 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 2025B 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 2025B 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 2025B Bonds and Bond Insurance Policy premiums, if any, for the Series 2025B 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 2025B 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 2025B 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 2025B BONDS.

(a) The Municipality covenants and certifies to and for the benefit of the Registered Owners of the Series 2025B 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 2025B Bonds, including amounts treated as proceeds, if any, which will cause the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds in a manner or for a price which would cause any of the Series 2025B Bonds to be or become an arbitrage bond, within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their “market price” or “fair market value”.

(e) The Mayor and/or the City Clerk are hereby authorized to execute a “non-arbitrage and federal tax certificate” in connection with the sale and delivery of the Series 2025B Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Series 2025B Bonds and also setting forth certain covenants, stipulations, and certifications with respect to the investment and expenditures of the proceeds of the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds used with respect to any private business use which is related to a governmental use of such proceeds of the Series 2025B Bonds will not exceed the amount of proceeds of the Series 2025B Bonds which are used for the governmental use to which such private business use relates.

(f) None of the proceeds of the Series 2025B 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 2025B Bonds be (under the terms of the Series 2025B 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 2025B Bonds, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Series 2025B Bonds, and (3) are payable directly or indirectly by the Municipality or from substantially the same source from which the Series 2025B Bonds are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds will be used to carry out the governmental purposes of the Series 2025B Bonds within a three-year period beginning on the date of issuance of the Series 2025B Bonds. No more than 50% of the proceeds of the Series 2025B 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 2025B 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 2025B Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds that they be able to obtain certificated Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds are Outstanding, no Additional Bonds shall be issued unless the following conditions are complied with:

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

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

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

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

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

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

(c) If the Additional Bonds are to be issued for the purpose of refunding all or a portion of any series of Outstanding Bonds pursuant to Section 31-27-1 *et seq.*, Mississippi Code of 1972, as amended, the issuance of such Additional Bonds shall either result in a net present value debt

service savings of not less than 2% of the principal amount of the Bonds to be refunded or the issuance of such Additional Bonds shall satisfy the applicable tests set forth in Section 9.01(a) and Section 9.01(b).

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

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

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

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

SECTION 9.02. DEFEASANCE OF SERIES 2025B BONDS. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds on and prior to the redemption date or maturity date thereof, as the case

may be, and (c) in the event said Series 2025B 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 2025B Bonds and notice to the Holders of such Series 2025B Bonds has been given that the deposit required by (b) above has been made with the Paying Agent and that said Series 2025B 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 2025B 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 2025B 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 2025B Bonds shall not constitute the payment of the Series 2025B Bonds pursuant to this Section, and the Series 2025B 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

\$8,000,000

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 \$8,000,000 Combined Water and Sewer System Revenue

Bonds, Series 2025, of the Municipality (the “Series 2025B 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 2025B Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

THE BONDS: The Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2025B Bonds to be redeemed.

REVISED MATURITY SCHEDULE AND/OR BID PARAMETERS: The aggregate principal amount of each series of the Series 2025B Bonds (the “Preliminary Aggregate Principal Amount”) and the annual principal amounts of each series of the Series 2025B 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 2025B 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 2025B Bonds and the Revised Annual Principal Amount of each series of the Series 2025B 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 2025B Bonds and the Revised Annual Principal Amounts of each series of the Series 2025B 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 2025B Bonds will not exceed \$8,000,000. 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 2025B Bonds (the “Final Annual Principal Amounts”) and the final aggregate principal amount of each series of the Series 2025B Bonds (the “Final Aggregate Principal Amount”). The dollar amount bid by the successful bidder for each series of the Series 2025B Bonds will be adjusted to reflect any adjustments in the Final Aggregate Principal Amount of such series of the Series 2025B 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 2025B Bonds and the Final Aggregate Principal Amount of each series of the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds will be made by the Governing Body on the sale date.

AUTHORITY AND SECURITY: The Series 2025B Bonds will be issued pursuant to the authority of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the “Act”), and the resolution of the Municipality adopted November 5, 2024, authorizing and directing the issuance of the Series 2025B Bonds (the “Bond Resolution”). The principal of, premium, if any, and interest on the Series 2025B Bonds will be payable solely from (i) a sufficiency of the revenues derived from the operation of the System (as defined herein) of the Municipality, subject to the prior payment of the reasonable and necessary expenses of operating and maintaining the System, the payment of the \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated and issued May 1, 2019, and maturing May 1, 2039 (the “Series 2019 Bonds”), the payment of the \$7,000,000 Combined Water and Sewer System Revenue Bonds, Series 2025A, dated and issued _____, 20__, and maturing _____, 20__ (the “Series 2025A Bonds”), and the payment of any loans from the State of Mississippi (the “State”) as of the date of issuance of the Series 2025B Bonds (the “Loans”), and (ii) the Current Debt Service Account and the Debt Service Reserve Account provided for in the Bond Resolution, both of which sources have been pledged on a parity of lien with the Series 2019 Bonds, the Series 2025A Bonds, the Loans, and any Additional Bonds issued in the future as authorized in the Bond Resolution.

PURPOSE: The Series 2025B 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 \$8,000,000 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 2025B 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 2025B 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 2025B 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 \$160,000, as a guaranty that the bidder will carry out its contract and purchase the Series 2025B 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 2025B Bonds. If the successful bidder fails to purchase the Series 2025B 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 2025B 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 2025B Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Series 2025B Bonds will be evidenced by book-entry. As long as Cede & Co. is the Registered Owner of the Series 2025B Bonds as nominee of DTC, payments of principal and interest will be made directly to the 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 2025B Bonds is made, the Series 2025B 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 2025B 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 2025B Bonds (compounded semi-annually from the dated date of the Series 2025B Bonds) produces a value equal to the purchase price of the Series 2025B 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 2025B 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 2025B Bonds if the Series 2025B 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 2025B Bonds if within 5 days after the tender of the Series 2025B Bonds for delivery the successful bidder will not have accepted delivery of and paid for the Series 2025B 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 2025B 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 2025B Bonds are issued. Both principal of and interest on the Series 2025B Bonds will be payable by check or draft mailed to Registered Owners of the Series 2025B 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 2025B 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 2025B 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 2025B Bonds and the denominations in which the Series 2025B 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 2025B 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 2025B Bonds, which numbers will be printed on the Series 2025B Bonds. The successful bidder will be responsible for the costs of assigning CUSIP numbers to the Series 2025B 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 2025B Bonds in accordance with this Notice.

LEGAL OPINION; CLOSING DOCUMENTS: The Series 2025B 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 2025B 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 2025B 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 2025B Bonds, evidencing that no litigation is pending in any way affecting the legality of the Series 2025B 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 2025B 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 2025B Bonds.

BONDS NOT “QUALIFIED TAX-EXEMPT OBLIGATIONS”: The Municipality has **not** designated the Series 2025B 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 2025B 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 2025B 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 2025B Bonds and shall execute and deliver to the Municipality at the closing for the Series 2025B 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 2025B 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 2025B Bonds) will apply to the initial sale of the Series 2025B 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 2025B Bonds to the bidder who submits a firm offer to purchase the Series 2025B 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 2025B 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 2025B 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 2025B Bonds satisfies the 10% test as of the date and time of the award of the Series 2025B 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 2025B 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 2025B Bonds will be subject to the 10% test in order to establish the issue price of the Series 2025B Bonds. If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Series 2025B 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 2025B Bonds has occurred, until the 10% test has been satisfied as to the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds to the public), (c) a purchaser of any of the Series 2025B 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 2025B 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 2025B Bonds will relieve the successful bidder from its obligation to purchase the Series 2025B Bonds.

MUNICIPAL BOND INSURANCE: The Municipality has provided information to prospective bond insurance companies in order to qualify the Series 2025B Bonds under their respective optional bidding programs. If the successful bidder or bidders for the Series 2025B Bonds desires to purchase a municipal bond insurance policy insuring payment of all or a portion of the debt service payable on the Series 2025B 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 2025B 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 2025B 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 2025B Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Series 2025B 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 2025B 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 2025B 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 2025B Bonds.

(d) The Mayor is hereby authorized to obtain a Reserve Fund Surety Bond for the Series 2025B 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 2025B Bonds.

(e) The Series 2025B 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 2025B 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 2025B Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Series 2025B 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 2025B Bonds, as the same mature and become due, from the Net Revenues of the System, or reduce such percentage of Holders of the Series 2025B Bonds required above for such modification or amendment without the consent of the Holders of all of the Series 2025B 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 2025B 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 2025B 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 2025B Bonds or the date fixed for redemption of any Series 2025B 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 2025B BONDS. It is specifically provided, notwithstanding the dates set out in this Bond Resolution for the date of the Series 2025B Bonds and the Payment Dates for principal and interest, that in the event the delivery of the Series 2025B Bonds is delayed by a contest of the validation of the Series 2025B Bonds or otherwise, and the initial Purchaser shall decline to take delivery of the Series 2025B Bonds, then the Series 2025B 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 2025B Bonds as provided by the subsequent resolution directing the sale thereof, and continuing through the final maturity dates of the Series 2025B 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 2025B Bonds. After the validation of the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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, November 5, 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

\$8,000,000

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)

Attachment C

Proof of Publication of Resolution of Intent

AFFP

ROI - Water Sewer Bonds Sville

Affidavit of Publication

STATE OF MISSISSIPPI }
COUNTY OF OKTIBBEHA } SS

Ashley Doss, being duly sworn, says:

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

October 11, 2024, October 18, 2024, October 25, 2024

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

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 25th day of October 2024.



Kathryn Lindsey, Notary Public, Oktibbeha County, Mississippi

My commission expires: July 23, 2027

00001631 00105381

State of Mississippi
Kathryn Lindsey, Notary Public
Oktibbeha County
My Commission Expires July 23, 2027
Commission Number 368691

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$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: The Municipality has existing water and sewer facilities and systems which are operated and accounted for as a separate enterprise of the Municipality known as the combined water and sewer facilities and systems of the Municipality (the "System").

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

The Governing Body desires to provide funds for 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"). The estimated cost of the Project is the aggregate amount of \$8,000,000.

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

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

Pursuant to the provisions of 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").

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

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:

- This resolution is adopted pursuant to the Municipal Utilities Act and other applicable laws of the State.
- The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds for the Project pursuant to the Municipal Utilities Act.
- The Bonds shall be payable from the revenues of the System.
- Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Project prior to the issuance of the Bonds, with the proceeds of the Bonds, to the extent permitted by the Reimbursement Regulations.
- The Bonds, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at City Hall located at 110 West Main Street in the Municipality on Tuesday, 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.

This resolution shall be published once a week for at least three consecutive weeks in the Starkville Daily News, a newspaper published in and having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The third such publication shall be more than ten days prior to the date specified in Section 5 hereof.

The City Clerk of the Municipality shall be and is hereby directed to procure the customary proof of publication of this resolution from the publisher of the Starkville Daily News and to have the same before the Governing Body on or before Tuesday, November 5, 2024, at 5:30 p.m.

If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried, and the resolution adopted on this day, October 1, 2024.

City of Starkville, Mississippi

/s/ D. Lynn Spruill, Mayor

/s/ Lesa D. Hardin, City Clerk

Publication Instructions:

Starkville Daily News

October 11, 2024; October 18, 2024; and, October 25, 2024



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: November 5th, 2024
PAGE: Page 1 of 1

SUBJECT: Consideration of approval of Amendment #1 of the 2025 Street Improvement list.

AMOUNT & SOURCE OF FUNDING:

Street Improvement Bonds & Use Tax

SUMMARY:

This amendment adds several streets to the FY 2025 Street Improvement List. These streets are added using money leftover from the pavement preservation project from 2024.

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 of approval of Amendment #1 of the 2025 Street Improvement list.

City of Starkville 2025 Street Improvement List - Amendment #1

No	Street	Project Limits (from)	Project Limits (to)	Classification	Length	Width	Road Rating	Work Type	Total Estimate with Contingency & Testing
1	Spring St	Hwy 12	Russell St	Minor Arterial	1940	45	3	Patch, Mill, Overlay, Striping	\$267,346
2	Louisville St	Hwy 12	Linden Cir	Minor Arterial	1675	50	4	Patch, Mill, Overlay, Striping	\$203,357
3	N/S Montgomery St	E Lampkin St	Critz St	Minor Arterial	2955	33	4	Patch, Mill, Overlay, Striping	\$251,917
4	S Montgomery St	Lynn Ln	Grand Ridge Rd	Minor Arterial	3700	37	4	Patch, Mill, Overlay, Striping	\$349,490
5	E Gillespie St	S Montgomery St	Russell St	Major Collector	1400	30	4	Patch, Mill, Overlay, Striping	\$106,544
6	E Lee Blvd	On Street Parking		Major Collector	2290	16	2	Patch, Mill, Overlay, Striping	\$132,001
7	S Washington St	W Lampkin St	RR Bridge	Minor Collector	775	27	2	Patch, Mill, Overlay, Striping	\$68,171
8	Wood St	Louisville St	S Jackson St	Minor Collector	2425	25	4	Patch, Mill, Overlay, Striping	\$159,274
9	Banyan Rd	Laurel Hill Dr	Gardenia Dr	Local	1955	30	2	Patch, Mill, Overlay	\$181,338
10	Cedar Creek Ln	W Garrard Rd	Dead End	Local	3500	19	3	Patch, Mill, Overlay	\$206,994
11	Alfred Perkins St	N Long St	Dead End	Local	490	29	3	Patch, Mill, Overlay	\$34,712
12	Peoples St	Reed Rd (North)	Reed Rd (South)	Local	1460	38	3	Patch, Mill, Overlay	\$136,012
13	Sadye Weir St	Reed Rd	Peoples St	Local	540	37	3	Patch, Mill, Overlay	\$48,083
14	South Ln	Northside Dr	Dead End	Local	295	36	3	Patch, Mill, Overlay	\$26,167
15	Frontier Dr	Westside Dr	N Long St	Local	980	28	4	Patch, Mill, Overlay	\$67,182
16	Rosewood Dr	Plum Rd	Dead End	Local	236	29	4	Patch, Mill, Overlay	\$16,576
17	Southdale Dr	S Montgomery St	Dead End	Local	530	27	4	Patch, Mill, Overlay	\$35,532
18	Louisville St	Linden Cir	Lynn Lane	Minor Arterial	2170	40	5	Patch, Scrub Seal, Microsurface	\$119,782
19	Lynn Ln	Louisville St	S Montgomery St	Major Collector	3934	22	5	Patch, Scrub Seal, Microsurface	\$121,450
20	Bridle Path	Hwy 389	Woodlawn Rd	Local	2650	21	5	Patch, Scrub Seal, Microsurface	\$67,982
21	Woodlawn Rd	Bridle Path	Hwy 389	Local	2755	20	5	Patch, Scrub Seal, Microsurface	\$66,901
22	Douglas McArthur Dr	Stark Rd	Dead End	Local	3742	30	5	Patch, Scrub Seal, Microsurface	\$142,622
23	Dogwood Dr	Plum Rd	Spruce Ln	Local	1025	29	5	Patch, Scrub Seal, Microsurface	\$36,765
24	Pinebrook Rd	Plum Rd	Dead End	Local	633	29	5	Patch, Scrub Seal, Microsurface	\$22,411
25	Hemlock Dr	Plum Rd	Dead End	Local	335	30	5	Patch, Scrub Seal, Microsurface	\$12,136
26	Mangrove Palm	Plum Rd	Dead End	Local	775	33	5	Patch, Scrub Seal, Microsurface	\$32,920
27	Plum Rd	Spruce Ln	Douglas McArthur Dr (East End)	Local	1638	28	5	Patch, Scrub Seal, Microsurface	\$54,710
28	Meadowview Dr	Douglas McArthur Dr	Plum Rd	Local	750	29	5	Patch, Scrub Seal, Microsurface	\$25,059
29	Cottonwood Dr	Plum Rd	Pin Oak Dr	Local	870	27	6	Patch, Scrub Seal, Microsurface	\$27,719
30	Louisville St	Industrial Park Rd	City Limits	Major Collector	5378	23	6	Crack Seal, Microsurface	\$102,593
31	Moncreif Park	Dog Park Parking		Park				Overlay, Striping	\$10,380
32	S Montgomery St	Hwy 12	E Lampkin St	Minor Arterial	2880	32	6	Crack Seal, Microsurface	\$83,088
33	Louisville St	Hwy 12	Greensboro St	Major Collector	2842	26	6	Crack Seal, Microsurface	\$57,018
34	Yellow Jacket Dr	S Jackson St	S Montgomery St	Major Collector	1080	28	6	Crack Seal, Microsurface	\$25,805
35	S Jackson St	Pine Cir	Yellow Jacket Dr	Minor Collector	420	36	6	Crack Seal, Microsurface	\$14,324
36	Mill St	Russell St	Cotton Mill Rd	Minor Collector	1075	28	6	Crack Seal, Microsurface	\$25,790
37	Pine Cir	Barnett Dr	S Jackson St	Local	1267	20	6	Crack Seal, Microsurface	\$16,687
38	W Garrar Road	Fire Station 5	City Limits (west)	Minor Collector	5650	22	7	Crack Seal, Patching, Leveling	\$20,000

Total including Cont, Insp., Testing = \$3,376,841

Amendment #1



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

AGENDA ITEM DEPT.: Engineering & Street

AGENDA DATE: November 5th, 2024

PAGE: Page 1 of 1

SUBJECT: Consideration of approving permission to advertise for bids for the City of Starkville Tree Maintenance Term Contract.

AMOUNT & SOURCE OF FUNDING:

001-301-600-300 – Tree Trimming Services

375-551-907-942 – Existing Park Improvements

SUMMARY:

This contract will be for tree trimming, pruning, removal, stump grinding, and mulching inside the City right-of-way, maintenance easements, and parks. The contract will be for one calendar year and can be renewed for an additional four years.

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 approving permission to advertise for bids for the City of Starkville Tree Maintenance Term Contract.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: November 5th, 2024
PAGE: Page 1 of 2

SUBJECT: Consideration of approving the low quote in the amount of \$17,306.50 from Ambiance Landscape for landscaping on the Southwest corner of the Highway 12 and Spring Street intersection, in front of Express Care Clinic.

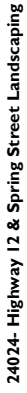
AMOUNT & SOURCE OF FUNDING:
Developer Fee in Lieu

SUMMARY:
This landscaping was originally part of the redevelopment of the Express Care Clinic on the southwest corner of Hwy 12 and Spring St. The developer was asked to delay installing the landscaping due to the nearby sidewalk project. As such, the developer provided funds to the City for the required landscaping in lieu of installing the landscaping.

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 approving the low quote in the amount of \$17,306.50 from Ambiance Landscape for landscaping on the Southwest corner of the Highway 12 and Spring Street intersection, in front of Express Care Clinic.



24024- Highway 12 & Spring Street Landscaping

Quote Tabulation - 10/28/2024

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

Steph Karcher

Signature



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 11/05/2024

PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2024- 2025 Budget

FISCAL NOTE:

Total Claims for the **FY 25** Claims Docket Ending October 30,2024 is \$2,928,755.67

Of which the claims amount for Starkville Utilities is \$410,684.54

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 October 30, 2024 for fiscal years ending 09/30/25 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

CLAIMS DOCKET

By Fund

Post Dates 10/17/2024 - 10/30/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
WILDER TACTICAL LLC	67180	08/19/2024	URNAB ASSLT BELT,DUMP POUCH CLIP,HANDCUFF HOLDER	001-000-334-126	219.22
CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	001-000-054-205	1,223.32
REGIONS-POLICE VISA PAYMENT	01-001918-01-124634	10/02/2024	BULLDOG BASH JERSEY MIKES	001-000-160-698	102.88
WALMART- CAPITAL ONE	914675	10/03/2024	SUPPLIES FOR BULLDOG BASH COMMAND POST	001-000-160-698	46.71
LEE UPCHURCH	00450P	10/04/2024	REIMBURSE FOR PAPA JOHNS/BULLDOG BASH	001-000-160-698	58.46
UNITED SHIELD INTERNATIONAL LLC	2024-2409	10/04/2024	12 SIDE PANEL ARMOR SETS 8 STAND ALONE PLATES	001-000-334-126	7,864.08
KRONOS	12309027	10/08/2024	PAYROLL MANAGER	001-000-053-206	417.00
KRONOS	12309027	10/08/2024	PAYROLL MANAGER	001-000-054-205	834.00
CADENCE /ELAN VISA	USI-01382589	10/16/2024	INDEED	001-000-054-205	267.78
SUNSTAR INSURANCE AGENCY	1397567	10/18/2024	DELETE 2013 CCTV TRUCK	001-000-053-206	-417.00
WALMART- CAPITAL ONE	563359	10/23/2024	CANDY FOR PUMPKIN PALOOZA & CORNERSTONE PARK	001-000-160-697	209.66
WALMART- CAPITAL ONE	714336	10/23/2024	BEANS FOR NOV 1 TAILGATE	001-000-160-697	70.76
WALMART- CAPITAL ONE	013066	10/24/2024	PUMPKINS & CANDY-BURN SHELTER	001-000-160-697	45.84
Outstanding Total:					10,942.71
Paid					
DOMINIQUE ROBERTS	1305593	10/18/2024	TICKET DISMISSED 1305593	001-000-149-691	230.00
LANEY SCHEADER	1347933	10/18/2024	REFUND CASE DISMISSED	001-000-149-691	1,120.00
HANNAH C MONTGOMERY	1349322	10/18/2024	PROOF OF INSURANCE AFTER PAYING TICKET	001-000-149-691	521.00
OCH REGIONAL MEDICAL CTR	INV0037749	10/18/2024	PMT FROM W ROGERS FOR JOHNNY LOWERY MEDICAL BILL	001-000-330-182	300.00
Paid Total:					2,171.00
Department 000 - UNDESIGNATED Total:					13,113.71
Department: 005 - DUE FROM SFM					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	001-005-054-208	1,282.60
CANON FINANCIAL SVCS, INC	35868649	10/12/2024	CONTRACT/METER USAGE	001-005-054-208	425.79
ATMOS ENERGY	INV0037772	10/24/2024	MONTHLY USAGE	001-005-054-208	51.67
FUELMAN / FLEETCOR	NP67321332	10/27/2024	FUEL CHARGES 10/21/24- 10/27/24	001-005-054-208	51.32
Outstanding Total:					1,811.38
Department 005 - DUE FROM SFM Total:					1,811.38
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	001-100-604-330	77.34
VERIZON WIRELESS	9975332577	10/02/2024	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	643956-103	09/30/2024	MONTHLY USAGE	001-110-604-330	77.34

CLAIMS DOCKET

Post Dates: 10/17/2024 - 10/30/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9975332577	10/02/2024	MONTHLY USAGE	001-110-604-330	40.01
RAHEEM CLEMONS	INV0037741	10/10/2024	COURT OBLIGATIONS	001-110-600-301	50.00
CANON FINANCIAL SVCS, INC	35868653	10/12/2024	CONTRACT/METER USAGE	001-110-604-330	115.86
CANON FINANCIAL SVCS, INC	35872602	10/12/2024	CONTRACT/METER USAGE	001-110-604-330	183.86
QUADIENT FINANCE USA, INC.	STARKVILLE0000030269910	10/18/2024	POSTAGE	001-110-604-330	1,500.00
Outstanding Total:					1,967.07
Department 110 - MUNICIPAL COURT Total:					1,967.07

Department: 120 - MAYORS OFFICE

Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	001-120-604-330	77.33
CANON FINANCIAL SVCS, INC	35871965	10/12/2024	CONTRACT/METER USAGE	001-120-604-330	87.13
QUADIENT FINANCE USA, INC.	STARKVILLE0000030269910	10/18/2024	POSTAGE	001-120-604-330	20.00
BOARDTOWN ENGRAVING	102324E	10/23/2024	DOOR PLATE W/TAPE (MAYOR)	001-120-501-200	12.00
AMAZON CAPITAL SRVCS, INC.	1VTX-RPYH-4GQ3	10/28/2024	TABLE CLOTHS & SHIPPING	001-120-501-200	64.58
Outstanding Total:					261.04
Department 120 - MAYORS OFFICE Total:					261.04

Department: 123 - IT

Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	001-123-604-330	77.34
VERIZON WIRELESS	9975332577	10/02/2024	MONTHLY USAGE	001-123-604-330	560.16
AMAZON CAPITAL SRVCS, INC.	1167-HJW9-R3KP	10/11/2024	PATCH CABLE & SHIPPING	001-123-501-200	14.87
CANON FINANCIAL SVCS, INC	35870183	10/12/2024	CONTRACT/METER USAGE	001-123-604-330	108.04
MAXXSOUTH BROADBAND	INV0037763	10/22/2024	100 UNIVERSITY DR CAMERA PROJECT	001-123-625-380	40.00
MAXXSOUTH BROADBAND	INV0037760	10/25/2024	100 W LAMPKIN ST CAMERA PROJECT	001-123-625-380	45.63
DELL FINANCIAL SERVICES	3704973	10/28/2024	LEASE RENTAL	001-123-918-805	497.85
MAXXSOUTH BROADBAND	INV0037757	10/29/2024	114 MILL ST CAMERA PROJECT	001-123-625-380	50.63
MAXXSOUTH BROADBAND	INV0037758	10/29/2024	100 S MONTGOMERY ST JACKET INTERSECTION	001-123-625-380	45.63
MAXXSOUTH BROADBAND	INV0037759	10/29/2024	100 SPRUILL PL & SPRING ST INTERSECTION CAMERA PRO	001-123-625-380	45.63
Outstanding Total:					1,485.78
Department 123 - IT Total:					1,485.78

Department: 142 - CITY CLERKS OFFICE

Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	001-142-604-330	77.33
VERIZON WIRELESS	9975332577	10/02/2024	MONTHLY USAGE	001-142-604-330	40.01
CANON FINANCIAL SVCS, INC	35870182	10/12/2024	CONTRACT/METER USAGE	001-142-604-330	513.19
CANON FINANCIAL SVCS, INC	35872602	10/12/2024	CONTRACT/METER USAGE	001-142-604-330	183.86
WATERMARK PRINTERS LLC	16915	10/14/2024	2000 6X9 WINDOW ENVELOPES	001-142-501-200	1,240.00
QUADIENT FINANCE USA, INC.	STARKVILLE0000030269910	10/18/2024	POSTAGE	001-142-604-330	235.00
SUNSTAR INSURANCE AGENCY	1399316	10/22/2024	NEW BOND	001-142-620-371	175.00
SUNSTAR INSURANCE AGENCY	1400179	10/24/2024	RENEW BOND-C PERKINS	001-142-620-371	175.00
CENTER FOR GOV'T & COMM. DEVELOPMENT*	LCARTER	10/24/2024	WINTER CONFERENCE 2024	001-142-610-350	250.00
Outstanding Total:					2,889.39
Department 142 - CITY CLERKS OFFICE Total:					2,889.39

Department: 169 - LEGAL

Outstanding

WATKINS & EAGER PLLC	436624	10/09/2024	CONTINUING DISCLOSURE ANNUAL REPORTS	001-169-600-309	3,501.00
MARTY HAUG	INV0037740	10/10/2024	COST OF OPENING FILE F WILLIAMS	001-169-600-309	200.00
STARKVILLE DAILY NEWS	300251831	10/11/2024	PH-FOOD SALES:2021-07	001-169-615-342	13.32
STARKVILLE DAILY NEWS	300251837	10/15/2024	ELECTRIC LINE CONST	001-169-615-342	91.58
STARKVILLE DAILY NEWS	300251860	10/22/2024	AFB MONTGOMERY/LAMPKIN IMPROV	001-169-615-342	120.62

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE DAILY NEWS	300251872	10/26/2024	SE 24-00 GAZEBO	001-169-615-342	42.12
STARKVILLE DAILY NEWS	300251876	10/29/2024	TWO MEETINGS UDC UPDATES	001-169-615-342	59.90
PETTY CASH VOUCHERS	INV0037770	10/29/2024	FILING LIENS	001-169-615-342	52.00
Outstanding Total:					4,080.54
Department 169 - LEGAL Total:					4,080.54

Department: 180 - HUMAN RESOURCES

Outstanding

CLINIC AT ELM LAKE, THE	41217	09/24/2024	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	41243	09/26/2024	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	41244	09/26/2024	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	41256	09/27/2024	DRUG SCREEN	001-180-600-320	35.00
VERIZON WIRELESS	9975332577	10/02/2024	MONTHLY USAGE	001-180-604-330	41.44
KRONOS	12309027	10/08/2024	PAYROLL MANAGER	001-180-610-340	2,919.00
CLINIC AT ELM LAKE, THE	41384	10/09/2024	DRUG SCREEN	001-180-600-320	35.00
FEDEX	9-682-92426	10/09/2024	LATE FEE	001-180-691-505	3.24
CANON FINANCIAL SVCS, INC	35870183	10/12/2024	CONTRACT/METER USAGE	001-180-604-330	108.04
CADENCE /ELAN VISA	USI-01382589	10/16/2024	INDEED	001-180-610-340	232.49
QUADIENT FINANCE USA, INC.	STARKVILLE0000030269910	10/18/2024	POSTAGE	001-180-604-330	35.00
Outstanding Total:					3,514.21
Department 180 - HUMAN RESOURCES Total:					3,514.21

Department: 190 - CITY PLANNER

Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	001-190-604-330	77.33
VERIZON WIRELESS	9975332577	10/02/2024	MONTHLY USAGE	001-190-604-330	180.16
CANON FINANCIAL SVCS, INC	35871965	10/12/2024	CONTRACT/METER USAGE	001-190-604-330	87.14
DUNAWAY WILLIAMS ARCHITECTS	007	10/15/2024	ARCH REVIEW STK CONDOS	001-190-600-305	200.00
CADENCE /ELAN VISA	3484338	10/15/2024	APA/AICP RENEWAL	001-190-690-555	575.00
QUADIENT FINANCE USA, INC.	STARKVILLE0000030269910	10/18/2024	POSTAGE	001-190-604-330	50.00
CADENCE /ELAN VISA	50B42F29-0005	10/21/2024	MUNIPRO 10/21/24-10/21/25	001-190-645-420	295.00
Outstanding Total:					1,464.63
Department 190 - CITY PLANNER Total:					1,464.63

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

NORTHEAST EXTERMINATING	110174	10/09/2024	MONTHLY EXTERMINATING CITY HALL	001-192-600-338	45.00
CINTAS	4207867191	10/10/2024	SUPPLIES	001-192-510-220	93.46
PAUL DAVIS RESTORATION...	20240797	10/14/2024	CITY HALL CARPET CLEANING	001-192-630-403	2,742.50
CINTAS	4208581293	10/17/2024	SUPPLIES	001-192-510-220	52.09
BRISLIN, INC	241614	10/22/2024	QTRLY CONTRACT/REPAIRS	001-192-600-338	124.53
BRISLIN, INC	241614	10/22/2024	QTRLY CONTRACT/REPAIRS	001-192-600-338	1,225.00
CINTAS	4209295871	10/24/2024	SUPPLIES	001-192-510-220	93.46
ATMOS ENERGY	INV0037772	10/24/2024	MONTHLY USAGE	001-192-625-380	1,501.28
BRISLIN, INC	241815	10/25/2024	CITY HALL REPAIRS	001-192-600-338	231.00
SECURITY SOLUTIONS	35721	10/25/2024	MONITORING STARKVILLE MUNICIPAL BLDG	001-192-600-338	540.00
JAN-PRO OF MS	881827	10/25/2024	JANITORIAL SERVICES NOV 2024	001-192-600-338	1,734.00
Outstanding Total:					8,382.32
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					8,382.32

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding

GOLDEN TRIANGLE PLANNING & DEV. INC	17215	10/02/2024	24/25 AGENCY ON AGING	001-195-690-454	10,898.00
Outstanding Total:					10,898.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					10,898.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTON YOUNG CORP.	176	10/11/2024	LAWN CARE ODD FELLOW/BRUSH ARBOR	001-196-630-425	800.00
HAMPTON YOUNG CORP.	176	10/11/2024	LAWN CARE ODD FELLOW/BRUSH ARBOR	001-196-631-402	1,750.00
HAMPTON YOUNG CORP.	176	10/11/2024	LAWN CARE ODD FELLOW/BRUSH ARBOR	001-196-637-637	650.00
Outstanding Total:					3,200.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,200.00
Department: 197 - ENGINEERING					
Outstanding					
AUTODESK INC.	9861917033	09/17/2024	CIVIL3D LICENSE	001-197-645-420	2,641.00
ESRI-ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	94810364	09/26/2024	LICENSING ARCGIS ONLINE	001-197-645-420	1,400.00
CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	001-197-604-330	77.34
CANON FINANCIAL SVCS, INC	35871965	10/12/2024	CONTRACT/METER USAGE	001-197-604-330	87.14
QUADIENT FINANCE USA, INC.	STARKVILLE0000030269910	10/18/2024	POSTAGE	001-197-604-330	30.00
Outstanding Total:					4,235.48
Department 197 - ENGINEERING Total:					4,235.48
Department: 201 - POLICE DEPARTMENT					
Outstanding					
CADENCE /ELAN VISA	15473351	08/11/2024	8/11/25-8/11/25 ONLINE CREATIVE RESOURCES	001-201-600-300	168.00
DANNY MCCLUSKEY TOWING	4775	09/06/2024	PEOPLES STREET TO SPD BAY	001-201-600-300	100.00
DANNY MCCLUSKEY TOWING	4776	09/06/2024	STOLEN VEHICLE ARREST THE PINES MOBILE PARK	001-201-600-300	100.00
LAIRD CLINIC -POLICE ACCOUNT	576917	09/10/2024	PHYSICAL,EKG,UDS	001-201-600-319	188.00
LAIRD CLINIC -POLICE ACCOUNT	576918	09/10/2024	PHYSICAL,EKG,UDS	001-201-600-319	188.00
LAIRD CLINIC -POLICE ACCOUNT	576919	09/10/2024	PHYSICAL,EKG,UDS	001-201-600-319	188.00
LAIRD CLINIC -POLICE ACCOUNT	576920	09/10/2024	PHYSICAL,EKG,UDS	001-201-600-319	188.00
ARMY NAVY PAWN SHOP	091324A	09/13/2024	TAC BOOTS W/ZIPPER	001-201-535-233	90.00
SCOTT PETROLEUM CORPORATION	INV0037765	09/26/2024	TANK RENT	001-201-545-238	49.00
AT&T MOBILITY	287308925437X10052024	09/27/2024	MONTHLY USAGE	001-201-604-330	2,374.40
AT&T MOBILITY	287343698641X10052024	09/27/2024	MOTORCYCLE HOTSPOT	001-201-604-330	40.23
LEXISNEXIS	1300026397	09/30/2024	TRAX 09/01/2024-09/30/2024	001-201-604-330	217.01
POLLAN & ASSOC. PA	24438	09/30/2024	4 BLACK POLOS 3 RED POLOS WITH LOGO/SHIPPING	001-201-535-233	387.85
CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	001-201-604-330	347.33
REGIONS-POLICE VISA PAYMENT	PS-INV0238160	09/30/2024	10 CROSSFIRE GEL & SHIPPING	001-201-556-251	154.00
INTERNATIONAL ASSN. FOR IDENTIFICATION	100124	10/01/2024	CSI S CUNNINGHAM 2025 DUES 10/2024-10/2025	001-201-690-552	95.00
ARMY NAVY PAWN SHOP	100224A	10/02/2024	20 TANGO JR 3.5 EARPIECE	001-201-556-251	500.00
VERIZON WIRELESS	9975332577	10/02/2024	MONTHLY USAGE	001-201-604-330	1,687.41
VERIZON WIRELESS	9975332577	10/02/2024	MONTHLY USAGE	001-201-690-450	560.14
CITY OF COLUMBUS	SPD-001336-1024	10/02/2024	4 CONTROLLED SUBSTANCE ANALYSIS	001-201-600-300	240.00
WALMART- CAPITAL ONE	527761	10/03/2024	MOPS,TAPE,HDMI CABLES	001-201-501-200	54.89
MAIN STREET FABRICS	021078	10/04/2024	ALTERATIONS 2 PAIR PANTS	001-201-535-233	24.00
ARMY NAVY PAWN SHOP	100424A	10/04/2024	3 CRD TANGO 2.5 EARPIECE	001-201-556-251	75.00
NORTHEAST EXTERMINATING	110172	10/04/2024	MONTHLY EXTERMINATING POLICE DEPT	001-201-600-300	50.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MID-SOUTH UNIFORM & SUPPLY, INC	653106	10/04/2024	VEST, CONCEALABLE CARRIER, TRAUMA PLATE, PATCHES ETC	001-201-535-233	1,451.16
MID-SOUTH UNIFORM & SUPPLY, INC	653107	10/04/2024	VEST, CONCEALABLE CARRIER, TRAUMA PLATE, PATCHES ETC	001-201-535-233	1,451.16
MID-SOUTH UNIFORM & SUPPLY, INC	653108	10/04/2024	VEST, CONCEALABLE CARRIER, TRAUMA PLATE, PATCHES ETC	001-201-535-233	1,458.16
MID-SOUTH UNIFORM & SUPPLY, INC	653109	10/04/2024	VEST, CONCEALABLE CARRIER, TRAUMA PLATE, PATCHES ETC	001-201-535-233	1,458.16
MID-SOUTH UNIFORM & SUPPLY, INC	653110	10/04/2024	VEST, CONCEALABLE CARRIER, TRAUMA PLATE, PATCHES ETC	001-201-535-233	1,458.16
DPS CRIME LAB	90149918	10/04/2024	2 ANALYTICAL FEES	001-201-600-300	120.00
MAXXSOUTH BROADBAND	INV0037766	10/06/2024	FORENSIC LAB	001-201-604-330	95.92
DANNY MCCLUSKEY TOWING	12752	10/07/2024	TOW LOUISVILLE ST & HWY 12	001-201-600-300	175.00
ELSOHLY LABORATORIES INC	50270	10/07/2024	2 GC/MS ANALYSIS	001-201-600-300	500.00
ROWAN RIVERS JANITORIAL SERVICE	609	10/07/2024	2 CASES CAR WASH	001-201-555-208	125.92
WINSTON/CHOCTAW REGIONAL CORRECTIONAL FACILITY	1330	10/08/2024	INMATE HOUSING-SEPT	001-201-541-237	750.00
WALMART- CAPITAL ONE	164286	10/08/2024	CABLE TIES, ENVELOPES, WIPES, CAR WAX	001-201-501-200	48.18
NORTH MS HEALTH SERVICES	16647828	10/08/2024	MEDICAL BILL/INMATE	001-201-541-240	294.65
AMAZON CAPITAL SRVCS, INC.	1LK7-MKMM-YLDP	10/08/2024	WIRELESS KEYBOARD/MOUSE, CONDIMENT STATION ETC	001-201-501-200	113.35
BELL BUILDING SUPPLY, INC.	414177	10/08/2024	6 HOOK STORAGE & 4 PLY HOSE	001-201-555-208	46.73
MAGNOLIA BOTTLED WATER	76195	10/08/2024	7 COOLER WATER	001-201-501-200	70.00
SULLIVAN'S OFFICE SUPPLY, INC.	91461	10/08/2024	3 SECTION WALL FILE	001-201-501-200	33.46
SULLIVAN'S OFFICE SUPPLY, INC.	91482	10/08/2024	INDEX TABS	001-201-501-200	5.64
MAIN STREET FABRICS	021079	10/09/2024	TOBOGGAN PATCH 3 SHIRTS & 10 CAP PATCHES	001-201-535-233	65.00
TWISTED WRAPS LLC	1117	10/09/2024	REMOVAL OF WRAP, REAR BUMPER GLOSS	001-201-630-360	300.00
WATERMARK PRINTERS LLC	16900	10/09/2024	150 BUSINESS CARDS	001-201-501-200	40.00
AMAZON CAPITAL SRVCS, INC.	1PCT-9VTM-M4YF	10/09/2024	2 MONITORS THINKPAD 4 DOCK, STAND, CABLE	001-201-501-200	887.94
SAMANTHA GILLEN	3764	10/09/2024	REIMBURSE FOR FUEL (FUELMAN DID NOT WORK)	001-201-525-231	30.00
GTPDD PHARMACY	45015	10/09/2024	PRISONER MEDICINE	001-201-541-240	31.31
MAIN STREET FABRICS	021081	10/10/2024	ALTERATIONS HEM 6 PAIR PANTS	001-201-535-233	72.00
JAMES IKE LANGLEY	1538	10/10/2024	SERVICE CALL BOOKING ROOM/UNCLOG RANGE TOILET	001-201-600-300	375.00
BENJAMIN SUMMIT LLC	1825	10/10/2024	ADVANCED TARGETS	001-201-545-238	219.16
AMAZON CAPITAL SRVCS, INC.	1GX3-F7C9-164W	10/10/2024	OTTERBOX CASE & SCREEN PROTECTOR	001-201-501-200	41.69
REGIONS-POLICE VISA PAYMENT	402375	10/10/2024	VIN#8232 REPAIR REAR BRAKES, CHECK FRONT BRAKES ETC	001-201-630-360	643.32
REGIONS-POLICE VISA PAYMENT	402376	10/10/2024	VIN#8337 REAR BRAKE ROTOR	001-201-630-360	419.63
SULLIVAN'S OFFICE SUPPLY, INC.	91487	10/10/2024	2 EXECUTIVE HIGH BACK CHAIRS	001-201-501-200	949.60
MAIN STREET FABRICS	021084	10/11/2024	PATCHES & PANTS HEMMED	001-201-535-233	32.00
REGIONS-POLICE VISA PAYMENT	1050-7167	10/11/2024	SYNERGY TRAINING GROUP B MIGLIORE	001-201-690-552	150.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SRVCS, INC.	1QLR-TJCW-HQCX	10/11/2024	BLUETOOTH EARPHONES	001-201-556-251	124.95
CHUNKY RIVER HARLEY DAVIDSON	294945	10/11/2024	VIN# 0224 5K SERVICE BRAKE PADS & FRONT TIRE	001-201-630-360	769.08
WALMART- CAPITAL ONE	295369	10/11/2024	2 SEAGATE 2TB	001-201-501-200	136.00
DANNY MCCLUSKEY TOWING	4848	10/11/2024	TOW DURANGO FROM 515 MISEY LEE LN TO PARKER CDJR	001-201-600-300	115.00
ADVANCED AUTO PARTS PROFESSIONAL	8872428545052	10/11/2024	POWER WINDOW SWITCH	001-201-630-360	45.99
TYLER TECHNOLOGIES	130-151215	10/12/2024	ZEBRA MOBILE DEVICE & PRINTER PARKING ENF	001-201-918-805	4,100.00
CANON FINANCIAL SVCS, INC	35868652	10/12/2024	CONTRACT/METER USAGE	001-201-615-343	124.78
CANON FINANCIAL SVCS, INC	35871962	10/12/2024	CONTRACT/METER USAGE	001-201-635-369	612.49
CANON FINANCIAL SVCS, INC	35871964	10/12/2024	CONTRACT/METER USAGE	001-201-635-369	55.89
CANON FINANCIAL SVCS, INC	35872603	10/12/2024	CONTRACT/METER USAGE	001-201-635-369	268.30
GTPDD PHARMACY	45073	10/12/2024	PRISONER MEDICINE	001-201-541-240	32.00
AMAZON CAPITAL SRVCS, INC.	1CQR-6PJ7-39M3	10/13/2024	HDMI SWITCH & POWER CORD	001-201-501-200	55.75
FUELMAN / FLEETCOR	NP67270230	10/13/2024	FUEL CHARGES 10/07/24-10/13/24	001-201-525-231	3,215.86
AT&T-NCIC MONITOR LINE	10142024	10/14/2024	NCIC MONITORING LINE	001-201-604-330	131.77
REGIONS-POLICE VISA PAYMENT	951987581	10/14/2024	LYRIC HOTEL/CONFERENCE	001-201-690-552	159.00
SUNSTAR INSURANCE AGENCY	1397568	10/15/2024	ADD 2023 DODGE CHARGER	001-201-620-370	368.00
SUNSTAR INSURANCE AGENCY	1397569	10/15/2024	ADD 4 POLICE DEPT VEHICLES	001-201-620-370	1,474.00
SUNSTAR INSURANCE AGENCY	1397572	10/15/2024	ADD VIN# 5415 POLICE NARCOTICS	001-201-620-370	119.00
SUNSTAR INSURANCE AGENCY	1397573	10/15/2024	VIN# 6637	001-201-620-370	-48.00
SUNSTAR INSURANCE AGENCY	1397574	10/15/2024	ADD 5 DODGE DURANGO/DELETE VEHICLE	001-201-620-370	2,567.00
AMAZON CAPITAL SRVCS, INC.	1GV3-W144-4LNV	10/15/2024	STANDING DESK,PRINTER CART,CORD	001-201-501-200	418.38
GTPDD PHARMACY	45112	10/15/2024	HOLDERS,MOUSE,ETC	001-201-541-240	29.00
ROWAN RIVERS JANITORIAL SERVICE	654	10/15/2024	PRISONER MEDICINE	001-201-541-240	29.00
LOWE'S	98359	10/15/2024	TOWELS,PINE CLEANER,CAR WASH,MIST,RIP ENZ	001-201-555-208	471.66
WALMART- CAPITAL ONE	033867	10/16/2024	REPLACE BROKEN ICE MAKER	001-201-630-426	807.49
DANNY MCCLUSKEY TOWING	4856	10/16/2024	MOTORCYCLE WIRING	001-201-556-251	16.81
MPS MISSISSIPPI POLICE SUPPLY	6848	10/16/2024	TOW VIN# 5176 TO PCDJR	001-201-600-300	65.00
SMITH ANIMAL HOSPITAL	162261	10/17/2024	2 NAME PLATES	001-201-535-233	39.90
SCOTT PETROLEUM CORPORATION	58791	10/17/2024	EXAM & INJECTIONS	001-201-600-300	150.00
MAIN STREET FABRICS	021088	10/18/2024	PROPANE AT THE RANGE	001-201-545-238	545.02
SUNSTAR INSURANCE AGENCY	1397571	10/18/2024	JACKET & PANTS HEMMED	001-201-535-233	76.00
WICKLANDER-ZULAWSKI & ASSOCIATES	37091	10/18/2024	DELETE VIN# 7322 VIN# 7329	001-201-620-370	-316.00
WALMART- CAPITAL ONE	544096	10/18/2024	CLASS-CRIMINAL LEVEL I INVESTIGATIVE INTERVIEWING	001-201-690-552	990.00
LOWE'S	96194	10/18/2024	POWER CORDS,FIRE EXTINGUISHERS & BATTERIES	001-201-556-251	184.04
QUADIENT FINANCE USA, INC.	STARKVILLE0000030269910	10/18/2024	THERMOSTAT	001-201-556-251	22.34
DANNY MCCLUSKEY TOWING	4861	10/19/2024	POSTAGE	001-201-604-330	100.00
AMAZON CAPITAL SRVCS, INC.	14LY-CV33-1446	10/21/2024	TOW CAR FROM HWY 12 TO WILLIAM WELLS	001-201-600-300	65.00
GTPDD PHARMACY	45187	10/21/2024	2 DELL CURVED MONITORS	001-201-630-404	659.98
LOWE'S	71751	10/21/2024	MEDICINE FOR CITY PRISONER	001-201-541-240	15.77
STARKVILLE UTILITIES	INV0037773	10/21/2024	PVC PIPES & COUPLINGS	001-201-556-251	99.45
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037775	10/21/2024	MONTHLY USAGE	001-201-625-380	42.72
FUELMAN / FLEETCOR	NP67299619	10/21/2024	MONTHLY USAGE	001-201-625-380	314.31
LOWE'S	74219	10/22/2024	FUEL CHARGES 10/14/24-10/20/24	001-201-525-231	2,830.91
			PVC PIPES COUPLINGS 16 GAGE	001-201-556-251	28.26

CLAIMS DOCKET

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
PRECISION WINDOW TINTING	1	10/23/2024	APPLY TINT TO NEW WINDSHEILD VIN# 8069	001-201-630-360	50.00
ARMY NAVY PAWN SHOP	102324B	10/23/2024	4 STREAMLIGHT STINGER LED HL	001-201-556-251	560.00
NOVUS GLASS	16342	10/23/2024	VIN# 8069 WINDSHIELD REPLACEMENT 2013 TAURUS	001-201-630-360	340.00
AMAZON CAPITAL SRVCS, INC.	1L91-MM9Q-PPPQ	10/23/2024	3 EXTERNAL DVD DRIVE BURNER/READER	001-201-556-251	53.97
ALL AMERICAN BOOT MFG. INC	40641	10/23/2024	BUCKLE TOP MOTOR BOOT W/ZIPPER	001-201-535-233	575.00
WALMART- CAPITAL ONE	INV0037756	10/23/2024	EXTERNAL HARD DRIVE	001-201-501-200	68.00
ARMY NAVY PAWN SHOP	102424A	10/24/2024	42" DOUBLE GUN CASE	001-201-556-251	90.00
EAST MISSISSIPPI LUMBER CO.	70015	10/24/2024	MATERIALS FOR CSI TABLE ON TANK	001-201-556-251	109.49
REGIONS-POLICE VISA PAYMENT	H9571516	10/24/2024	HOLIDAY INN EXPRESS BILOXI/TRAINING	001-201-690-552	503.58
M.T.O.A	INV0037768	10/24/2024	2WK SWAT COURSE/REGISTRATION & LODGING	001-201-690-552	1,000.00
REGIONS-POLICE VISA PAYMENT	INV0037764	10/25/2024	NATIONAL CHILD SAFETY TRAINING PEREZ	001-201-690-552	95.00
FUELMAN / FLEETCOR	NP67321332	10/27/2024	FUEL CHARGES 10/21/24-10/27/24	001-201-525-231	4,155.83
STARKVILLE NARCOTICS	INV0037769	10/29/2024	VARIOUS INFORMANT FEES	001-201-600-304	2,730.00
Outstanding Total:					54,469.66
Paid					
STATE TAX COMMISSION	INV0037750	10/18/2024	TAG FOR VIN# 6037	001-201-691-550	16.00
STATE TAX COMMISSION	INV0037751	10/18/2024	TAG FOR VIN# 3258	001-201-691-550	16.00
REGIONS-POLICE VISA PAYMENT	INV0037755	10/25/2024	test	001-201-015-030	0.01
REGIONS-POLICE VISA PAYMENT	INV0037755-R	10/25/2024	test	001-201-015-030	-0.01
Paid Total:					32.00
Department 201 - POLICE DEPARTMENT Total:					54,501.66
Department: 245 - DISPATCHERS Outstanding					
ART REYES	512045	10/02/2024	REIMBURSE FOR PIN STRIPE TAPE	001-245-501-200	6.94
Outstanding Total:					6.94
Department 245 - DISPATCHERS Total:					6.94
Department: 246 - CODE ENFORCEMENT Outstanding					
MAIN STREET FABRICS	021075	09/30/2024	1 JACKET 2 PATCHES 2 PANTS	001-246-535-233	34.00
FUELMAN / FLEETCOR	NP67299619	10/21/2024	FUEL CHARGES 10/14/24-10/20/24	001-246-525-231	57.53
FUELMAN / FLEETCOR	NP67321332	10/27/2024	FUEL CHARGES 10/21/24-10/27/24	001-246-525-231	75.55
Outstanding Total:					167.08
Department 246 - CODE ENFORCEMENT Total:					167.08
Department: 261 - FIRE DEPARTMENT Outstanding					
NORTHEAST EXTERMINATING	97861	04/01/2024	TERMITE WARRANTY RENEWAL ST 2	001-261-558-269	150.00
SCOTT PETROLEUM CORPORATION	23278	09/24/2024	TANK RENT	001-261-625-380	23.53
CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	001-261-604-330	77.34
JUSTIN EDWARDS	INV0037767	09/30/2024	REIMBURSE TRAVEL & MEALS HURRICANE RESPONSE	001-261-600-390	97.43
JUSTIN EDWARDS	INV0037767	09/30/2024	REIMBURSE TRAVEL & MEALS HURRICANE RESPONSE	001-261-600-390	131.21
VERIZON WIRELESS	9975332577	10/02/2024	MONTHLY USAGE	001-261-604-330	440.11

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CAPITAL ONE PUBLIC FUNDING	0014020733	10/03/2024	100505393 FIRE TRUCK/LEASE PURCHASE	001-261-820-877	99,428.18
AMAZON CAPITAL SRVCS, INC.	16SF-G3XQ-PLL3	10/07/2024	CPR MANIKIN & SUPPLIES	001-261-600-390	494.72
SPILLER FURNITURE	17149609	10/07/2024	STATION 3 RECLINING LOVESEAT	001-261-558-269	829.00
STARKVILLE UTILITIES	INV0037774	10/07/2024	MONTHLY USAGE	001-261-625-380	1,130.99
NAFECO	1303616	10/09/2024	GAS DETECTION MONITORS	001-261-740-540	8,059.51
LANDS' END BUSINESS OUTFITTERS	SIN12389812	10/09/2024	UNIFORM PANTS	001-261-535-233	105.52
GALLS INC	029312687	10/10/2024	UNIFORM BOOTS	001-261-535-233	132.99
H&H COLUMBUS	CO-O-1018514-01	10/10/2024	CARGO COVER	001-261-630-360	4,988.00
O'REILLY AUTO PARTS	0997-388468	10/11/2024	WIPER BLADES & CONNECTOR KIT	001-261-630-360	50.12
SANSING SOD FARM	S-24526	10/11/2024	STATION 2 BERMUDA SOD	001-261-558-269	175.00
CANON FINANCIAL SVCS, INC	35868651	10/12/2024	CONTRACT/METER USAGE	001-261-604-330	245.04
FUELMAN / FLEETCOR	NP67270230	10/13/2024	FUEL CHARGES 10/07/24-10/13/24	001-261-525-231	783.75
RICE EQUIPMENT COMPANY	11710	10/14/2024	WELD CRACK IN FRONT INLET PIPE ON E4	001-261-630-360	156.25
SUNBELT FIRE APPARATUS	00018897	10/15/2024	L2 ANNUAL PUMP TEST & TRAVEL	001-261-630-360	921.20
SUNBELT FIRE APPARATUS	00018898	10/15/2024	E5 ANNUAL PUMP TEST	001-261-630-360	245.00
SUNBELT FIRE APPARATUS	00018899	10/15/2024	NEW E4	001-261-630-360	245.00
SUNBELT FIRE APPARATUS	00018900	10/15/2024	E3 ANNUAL PUMP TEST	001-261-630-360	245.00
SUNBELT FIRE APPARATUS	00018901	10/15/2024	OLD E4 ANNUAL PUMP TEST	001-261-630-360	245.00
EAST MISSISSIPPI LUMBER CO.	17328	10/15/2024	LAV ODOR ELIM/DSNFCT	001-261-555-208	25.98
WALMART- CAPITAL ONE	263701	10/15/2024	LYSOL,CLEANING SUPPLIES	001-261-555-208	61.52
STATE FIRE ACADEMY	32829	10/16/2024	NO SHOW CHARGE/DUE TO ILLNESS	001-261-600-390	60.00
IMPERIAL BAG & PAPER CO., LLC	5078966	10/16/2024	JANITORIAL SERVICES	001-261-555-208	449.96
EAST MISSISSIPPI LUMBER CO.	17480	10/18/2024	MED CONE STRAINER, MIXING CONTAINERS,PAINT THINNER	001-261-630-360	85.65
REGIONS-POLICE VISA PAYMENT	2828	10/18/2024	8 BLUE 32" VELCRO HOSE STRAPS	001-261-630-360	125.72
CANON FINANCIAL SVCS, INC	35916333	10/18/2024	CONTRACT	001-261-604-330	175.00
CADENCE /ELAN VISA	951961565	10/19/2024	COMFORT INN K BRITT CONFERENCE	001-261-600-390	290.70
WALMART- CAPITAL ONE	962901	10/21/2024	OIL & OIL FILTER FOR FD2	001-261-630-360	35.36
STARKVILLE UTILITIES	INV0037773	10/21/2024	MONTHLY USAGE	001-261-625-380	870.11
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037775	10/21/2024	MONTHLY USAGE	001-261-625-380	338.08
MAXXSOUTH BROADBAND	INV0037776	10/21/2024	FIRE ST 4 8282 41 101 0005024	001-261-604-330	54.00
MAXXSOUTH BROADBAND	INV0037777	10/21/2024	INTERNET ST 1 8282 41 101 0005230	001-261-604-330	150.00
MAXXSOUTH BROADBAND	INV0037778	10/21/2024	INTERNET ST 2 8282 41 101 0005495	001-261-604-330	75.32
MAXXSOUTH BROADBAND	INV0037779	10/21/2024	INTERNET ST 3 8282 41 101 0005891	001-261-604-330	100.70
FUELMAN / FLEETCOR	NP67299619	10/21/2024	FUEL CHARGES 10/14/24-10/20/24	001-261-525-231	91.70
LANN CHEMICAL & SUPPLY	137054	10/22/2024	5 CASES OF PAPER TOWELS	001-261-555-208	335.00
AMAZON CAPITAL SRVCS, INC.	16LM-KLKL-FQVX	10/22/2024	UNIFORM BOOTS	001-261-535-233	75.59
LOWE'S	75924	10/22/2024	DISH WASHER	001-261-558-269	649.00
LOWE'S	76900	10/23/2024	DISH WASHER	001-261-558-269	711.55
STEPHEN MILLER	102424	10/24/2024	REIMBURSE MEALS FROM TRAINING	001-261-600-390	53.29
ATMOS ENERGY	INV0037772	10/24/2024	MONTHLY USAGE	001-261-625-380	62.28
ATMOS ENERGY	INV0037772	10/24/2024	MONTHLY USAGE	001-261-625-380	171.91
ATMOS ENERGY	INV0037772	10/24/2024	MONTHLY USAGE	001-261-625-380	196.17
ATMOS ENERGY	INV0037772	10/24/2024	MONTHLY USAGE	001-261-625-380	196.68
FARRELL-CALHOUN CO	027036174	10/25/2024	PAINT FOR HYDRANTS	001-261-630-360	236.50

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP67321332	10/27/2024	FUEL CHARGES 10/21/24-10/27/24	001-261-525-231	1,394.20
EAST MISSISSIPPI LUMBER CO.	18092	10/28/2024	TREATED 2X6/TRAINING PROP	001-261-555-250	15.03
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17047815	10/29/2024	AIR COMPRESSOR	001-261-918-820	27,500.00
LOWE'S	76846	10/29/2024	RETURN DISH WASHER	001-261-558-269	-649.00
Outstanding Total:					153,337.89
Department 261 - FIRE DEPARTMENT Total:					153,337.89

Department: 281 - BUILDING/COMMUNITY DEVELOPMENT

Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	001-281-604-330	77.33
CANON FINANCIAL SVCS, INC	35871965	10/12/2024	CONTRACT/METER USAGE	001-281-604-330	87.14
QUADIENT FINANCE USA, INC.	STARKVILLE0000030269910	10/18/2024	POSTAGE	001-281-604-330	30.00
FUELMAN / FLEETCOR	NP67299619	10/21/2024	FUEL CHARGES 10/14/24-10/20/24	001-281-525-231	38.83
Outstanding Total:					233.30
Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:					233.30

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0037774	10/07/2024	MONTHLY USAGE	001-290-625-380	104.19
STARKVILLE UTILITIES	INV0037773	10/21/2024	MONTHLY USAGE	001-290-625-380	54.50
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037775	10/21/2024	MONTHLY USAGE	001-290-625-380	77.64
Outstanding Total:					236.33
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					236.33

Department: 301 - STREET DEPARTMENT

Outstanding

WILLIAM WELLS TIRES & AUTO SERVICE	RO#72788	09/27/2024	BOA ENGINE REPLACEMENT TRUCK #75	001-301-630-360	8,419.99
CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	001-301-604-330	77.33
VERIZON WIRELESS	9975332577	10/02/2024	MONTHLY USAGE	001-301-604-330	138.71
STARKVILLE UTILITIES	INV0037774	10/07/2024	MONTHLY USAGE	001-301-625-380	39.56
STARKVILLE UTILITIES	INV0037774	10/07/2024	MONTHLY USAGE	001-301-625-380	37,171.75
APAC-MISSISSIPPI, INC	4000187569	10/08/2024	ASPHALT	001-301-560-270	655.09
APAC-MISSISSIPPI, INC	4000187745	10/09/2024	ASPHALT	001-301-560-270	1,310.18
IMPERIAL BAG & PAPER CO., LLC	5072561	10/09/2024	PAPER TOWELS & TOILET PAPER	001-301-555-250	121.10
ADVANCED AUTO PARTS PROFESSIONAL	8872428344989	10/09/2024	MATERIALS FOR MAINTENANCE TO TRUCK 712	001-301-630-360	88.41
UNIFIRST CORPORATION	1830120488	10/10/2024	UNIFORMS	001-301-535-233	146.54
AMAZON CAPITAL SRVCS, INC.	1996-XF1W-4HKL	10/10/2024	HYDRATION POPS	001-301-555-250	146.00
CANNON FORD LINCOLN	211707	10/10/2024	GLOVE BOX	001-301-630-360	85.00
APAC-MISSISSIPPI, INC	4000187905	10/10/2024	ASPHALT	001-301-560-270	647.46
CINTAS	4207867158	10/10/2024	SUPPLIES	001-301-555-250	55.91
GATEWAY TIRE & SERVICE CENTER	1018-205035	10/11/2024	TIRE FOR TRAILER	001-301-630-400	99.15
APAC-MISSISSIPPI, INC	4000188046	10/11/2024	ASPHALT	001-301-560-270	973.37
FUELMAN / FLEETCOR	NP67270230	10/13/2024	FUEL CHARGES 10/07/24-10/13/24	001-301-525-231	953.29
AMAZON CAPITAL SRVCS, INC.	1DR9-FRCJ-CXGH	10/14/2024	CLIPS FOR ASPHALT TRUCK	001-301-630-360	78.48
BELL BUILDING SUPPLY, INC.	414580	10/14/2024	CONCRETE FORMS	001-301-560-270	40.74
BELL BUILDING SUPPLY, INC.	414596	10/14/2024	CONCRETE FORMS	001-301-560-270	18.96
SUNSTAR INSURANCE AGENCY	1397570	10/15/2024	ST DEPT VIN'S# 4291 & 5052 ENTERPRISE VEHICLES	001-301-620-370	492.00
EAST MISSISSIPPI LUMBER CO.	17209	10/15/2024	SOCKET ADAPTER,BIT,SOCKET SET,CLAMP DRILL	001-301-565-272	246.29
MMC MATERIALS, INC.	916159	10/15/2024	CONCRETE	001-301-560-270	583.75
AUTOZONE	00426129662	10/16/2024	10 WIPER BLADES	001-301-630-360	60.00
BELL BUILDING SUPPLY, INC.	414811	10/16/2024	STENCIL KIT	001-301-555-250	9.98
LOWE'S	90530	10/16/2024	BOW RAKE	001-301-555-250	14.23

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MMC MATERIALS, INC.	916416	10/16/2024	CONCRETE MIX	001-301-560-270	602.50
UNIFIRST CORPORATION	1830121473	10/17/2024	UNIFORMS	001-301-535-233	161.72
APAC-MISSISSIPPI, INC	4000188638	10/17/2024	ASPHALT	001-301-560-270	654.00
STARKVILLE LP GAS	4178071	10/17/2024	LP FUEL FOR ASPHALT TRUCK	001-301-525-231	51.25
CINTAS	4208581249	10/17/2024	SUPPLIES	001-301-555-250	55.91
CODY BOYD	102124	10/21/2024	TREE TRIMING W GARRARD RD	001-301-600-300	2,592.00
STARKVILLE UTILITIES	INV0037773	10/21/2024	MONTHLY USAGE	001-301-625-380	331.04
FOUR COUNTY ELECTRIC	INV0037775	10/21/2024	MONTHLY USAGE	001-301-625-380	8,651.03
POWER ASSOCIATION					
FUELMAN / FLEETCOR	NP67299619	10/21/2024	FUEL CHARGES 10/14/24-10/20/24	001-301-525-231	765.09
CADENCE /ELAN VISA	112233	10/22/2024	TRAINING-TREE TRIMMING	001-301-610-350	264.30
BELL BUILDING SUPPLY, INC.	415356	10/23/2024	2X6/2X8 FORM MATERIAL CURB REPAIR	001-301-560-270	176.70
UNIFIRST CORPORATION	1830122481	10/24/2024	UNIFORMS	001-301-535-233	232.21
CINTAS	4209295945	10/24/2024	SUPPLIES	001-301-555-250	55.91
MMC MATERIALS, INC.	918230	10/24/2024	CONCRETE	001-301-560-270	568.75
ATMOS ENERGY	INV0037772	10/24/2024	MONTHLY USAGE	001-301-625-380	41.06
GATEWAY TIRE & SERVICE CENTER	1018-205791	10/25/2024	ALIGNMENT TRUCK 75	001-301-630-360	704.06
MMC MATERIALS, INC.	918529	10/25/2024	CONCRETE MIX	001-301-560-270	539.88
WILLIAM WELLS TIRES & AUTO SERVICE	RO#73928	10/25/2024	O-RING & GASKET KIT,MANIFOLD HARDWARE TRUCK 75	001-301-630-360	324.10
FUELMAN / FLEETCOR	NP67321332	10/27/2024	FUEL CHARGES 10/21/24-10/27/24	001-301-525-231	962.59
BELL BUILDING SUPPLY, INC.	415357	10/28/2024	RETURN FOR MATERIALS NOT NEEDED	001-301-560-270	-63.58
MSU FACILITIES MANAGEMENT- TRAFFI...	INV0037771	10/28/2024	TRAFFIC SIGNAL SPRING & LOCKSLEY	001-301-625-380	2.85
BELL BUILDING SUPPLY, INC.	415821	10/29/2024	CONVEYOR BELT	001-301-630-400	16.00
MMC MATERIALS, INC.	919039	10/29/2024	CURB REPAIRS ON JACKSON ST	001-301-560-270	401.25
UNITED RENTALS (NORTH AMERICA), INC.	240495054-001	10/30/2024	ASPHALT SPREADER	001-301-555-250	134.95
BELL BUILDING SUPPLY, INC.	415859	10/30/2024	FORM MATERIAL SIDEWALK	001-301-560-270	39.29
Outstanding Total:					70,938.13
Department 301 - STREET DEPARTMENT Total:					70,938.13
Department: 360 - ANIMAL CONTROL					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	001-360-604-330	77.33
FUELMAN / FLEETCOR	NP67299619	10/21/2024	FUEL CHARGES 10/14/24-10/20/24	001-360-525-231	51.26
Outstanding Total:					128.59
Department 360 - ANIMAL CONTROL Total:					128.59
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
CSP SPORTS FACILITIES COMPANIES, LLC	INV0037761	10/25/2024	OCTOBER 20224 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:					412,010.83
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	015-505-604-330	77.33
IMPERIAL BAG & PAPER CO., LLC	5072545	10/09/2024	MULTI FOLD PAPER TOWELS	015-505-541-237	66.52
TITAN AVIATION FUELS	4178066	10/14/2024	AVGAS	015-505-525-232	31,180.11
TITAN AVIATION FUELS	4172760	10/15/2024	JET A FUEL	015-505-525-233	21,497.69
CADENCE /ELAN VISA	INV0037752	10/15/2024	GODADDY RENEWAL AIRPORT	015-505-600-338	22.17

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
RSINET	8193	10/17/2024	SERVICE JUL-SEP 2024	015-505-600-338	180.00
OKTIBBEHA COUNTY COOPERATIVE	1051487	10/18/2024	BOLTS,NUTS,HITCH PIN,GREASE COUPLER	015-505-630-400	29.94
WALMART- CAPITAL ONE	130617	10/18/2024	CUPS,COFFEE,MINTS,INVOICE BOOKS	015-505-541-237	59.31
WALMART- CAPITAL ONE	674290	10/19/2024	POPCORN	015-505-541-237	12.28
STARKVILLE UTILITIES	INV0037773	10/21/2024	MONTHLY USAGE	015-505-625-380	1,940.78
SUNSTAR INSURANCE AGENCY	1399367	10/22/2024	ADD 2022 CHRYSLER PACIFICA	015-505-620-370	114.00
TITAN AVIATION FUELS	4175033	10/22/2024	JET A FUEL	015-505-525-233	21,966.17
AMAZON CAPITAL SRVCS, INC.	1FY7-7HWQ-Y1GH	10/24/2024	MOWER TIRE	015-505-630-400	208.47
Outstanding Total:					77,354.77
Department 505 - AIRPORT Total:					77,354.77
Fund 015 - AIRPORT FUND Total:					77,354.77

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

IMPERIAL BAG & PAPER CO., LLC	5011972	08/08/2024	DEGREASER SPRAY	022-322-501-200	139.37
CSPIRE BUSINESS SOLUTIONS	643956-103	09/30/2024	MONTHLY USAGE	022-322-604-330	77.33
EMPIRE TRUCK SALES, LLC	CE005112961.01	10/03/2024	FILTER TRUCK 39	022-322-630-255	214.26
SANSOM EQUIPMENT COMPANY, INC	P06549	10/04/2024	BROOMS TRUCK 85	022-322-630-360	732.07
GATEWAY TIRE & SERVICE CENTER	1018-204439	10/08/2024	TIRES TRUCK 41	022-322-630-360	603.18
GATEWAY TIRE & SERVICE CENTER	1018-204679	10/08/2024	OIL CHANGE TRUCK 97	022-322-630-360	56.90
AMAZON CAPITAL SRVCS, INC.	16GR-4PL9-WYWP	10/08/2024	FUEL PUMP	022-322-630-406	186.00
IVY AUTO PARTS, LLC.	741174	10/08/2024	HOSE FITTINGS	022-322-555-250	47.07
IMPERIAL BAG & PAPER CO., LLC	5072569	10/09/2024	LINERS.WIPES,CLEANER	022-322-501-200	259.22
RJ YOUNG	165116	10/10/2024	INK FOR ORINTER	022-322-604-330	118.37
UNIFIRST CORPORATION	1830120487	10/10/2024	UNIFORMS	022-322-535-233	261.94
O'REILLY AUTO PARTS	0997-388386	10/11/2024	BATTERY	022-322-555-250	272.90
TERRY'S GARAGE & REPAIRS, LLC	10738	10/11/2024	RADIATOR,USED RIM,REPLACE RADIATOR/SUPPLIES.LABOR	022-322-630-252	3,308.69
FUELMAN / FLEETCOR	NP67270230	10/13/2024	FUEL CHARGES 10/07/24-10/13/24	022-322-525-231	3,368.42
GATEWAY TIRE & SERVICE CENTER	1018-204407	10/14/2024	FLAT/MOUNT MOWER TIRE	022-322-630-406	23.67
GATEWAY TIRE & SERVICE CENTER	1018-204705	10/14/2024	TRACTOR FLAT	022-322-630-406	85.00
GATEWAY TIRE & SERVICE CENTER	1018-205034	10/14/2024	TIRES TRUCK 45	022-322-630-360	726.92
GATEWAY TIRE & SERVICE CENTER	1018-205061	10/14/2024	TIRES TRUCK 93	022-322-630-252	731.42
GATEWAY TIRE & SERVICE CENTER	1018-205087	10/14/2024	TIRES TRUCK 91	022-322-630-252	726.92
EAST MISSISSIPPI LUMBER CO.	17099-1	10/14/2024	NEVERKINK HOSE	022-322-555-250	89.99
MHC KENWORTH-TUPELO	T00575600154051	10/14/2024	MIRRORS TRUCKS 91 & 93	022-322-630-252	399.36
PAUL'S WELDING	1457	10/15/2024	TRAILER REPAIR	022-322-630-406	415.00
EAST MISSISSIPPI LUMBER CO.	17233	10/15/2024	MAILBOX	022-322-555-250	17.99
TERRY'S GARAGE & REPAIRS, LLC	10757	10/16/2024	OIL FUEL AIR FILTERS,FITTINGS,OIL,ADJ BRAKES	022-322-630-252	824.38
EVERGREEN AG	2295526	10/16/2024	CARRIAGE BOLT & PULLEY SPACER	022-322-555-250	20.20
STARKVILLE DAILY NEWS	300251843	10/16/2024	SOLID WASTE FY24	022-322-610-340	198.00
CHRISTOPHER SMILEY	10172024	10/17/2024	REIMBURSE MEALS & TRAVEL/SWANA CONFERENCE	022-322-610-350	54.95
CHRISTOPHER SMILEY	10172024	10/17/2024	REIMBURSE MEALS & TRAVEL/SWANA CONFERENCE	022-322-610-350	309.54
CADENCE /ELAN VISA	114325	10/17/2024	HOLIDAY INN (SWANA)	022-322-610-350	295.20

CLAIMS DOCKET

Post Dates: 10/17/2024 - 10/30/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	1830121472	10/17/2024	UNIFORMAS	022-322-535-233	262.35
GATEWAY TIRE & SERVICE CENTER	1018-205064	10/18/2024	TRUCK 93 TIRE	022-322-630-252	363.46
GATEWAY TIRE & SERVICE CENTER	1018-205279	10/18/2024	TIRE TRUCK 91	022-322-630-252	612.45
TRANSPORT TRAILER SERVICE INC	64432	10/18/2024	DOOR,BOLTS,ETS	022-322-555-250	350.40
OKTIBBEHA COUNTY COOPERATIVE	1052335	10/21/2024	SCREWS,BOLTS,NUTS,SPRINGS	022-322-555-250	21.86
STARKVILLE UTILITIES	INV0037773	10/21/2024	MONTHLY USAGE	022-322-625-380	1,254.46
FUELMAN / FLEETCOR	NP67299619	10/21/2024	FUEL CHARGES 10/14/24-10/20/24	022-322-525-231	3,101.75
EAST MISSISSIPPI LUMBER CO.	17702	10/22/2024	NUTS,BOLTS,SCREWS	022-322-555-250	42.95
PAUL'S WELDING	1471	10/23/2024	BUSH HOG REPAIR	022-322-630-406	125.00
STARKVILLE AUTO PARTS	1692-	10/23/2024	HYDRAULIC HOSE & JIC 37 FLARE	022-322-555-250	426.56
SANSOM EQUIPMENT COMPANY, INC	W02190	10/24/2024	REPAIR FOR SWEEPER	022-322-630-360	3,432.39
FUELMAN / FLEETCOR	NP67321332	10/27/2024	FUEL CHARGES 10/21/24-10/27/24	022-322-525-231	3,933.53
SUNSTAR INSURANCE AGENCY	1399874	10/28/2024	CREDIT MEMO DELETE 2014 GARBAGE TRUCK	022-322-620-370	-339.00
H&R AGRI-POWER	CN62511-	10/28/2024	022322555250	022-322-555-250	108.66
Outstanding Total:					28,261.08
Department 322 - SANITATION DEPARTMENT Total:					28,261.08
Fund 022 - ENVIRONMENTAL SERVICES Total:					28,261.08

Fund: 200 - DEBT SERVICE FUND

Department: 800 - DEBT SERVICE

Outstanding

PEOPLES BANK CORPORATE TRUST SE	INV0037753	09/10/2024	STK GEN OBLIG REFN BONDS SERIES 2018	200-800-830-830	67,300.00
PEOPLES BANK CORPORATE TRUST SE	INV0037753	09/10/2024	STK GEN OBLIG REFN BONDS SERIES 2018	200-800-840-876	1,800.00
BANKPLUS	101724	10/17/2024	GEN OBLIG BONDS SERIES 2015	200-800-830-829	24,418.75
Outstanding Total:					93,518.75
Department 800 - DEBT SERVICE Total:					93,518.75
Fund 200 - DEBT SERVICE FUND Total:					93,518.75

Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS

Department: 300 - STREET DEPARTMENT

Outstanding

TL WALLACE	24007	08/01/2024	PAVEMENT SURFACE TREATMENTS NTP#2	305-300-900-903	526,796.80
BURNS COOLEY DENNIS, INC.	46877	09/28/2024	OLD MAYHEW ROAD	305-300-900-905	2,243.50
PHILLIPS CONTRACTING COMPANY, INC.	3	09/30/2024	OLD MAYHEW ROAD RECLAMATION & REALIGNMENT	305-300-900-905	534,961.62
Outstanding Total:					1,064,001.92
Department 300 - STREET DEPARTMENT Total:					1,064,001.92
Fund 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Total:					1,064,001.92

Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)

Department: 551 - PARK & REC TOURISM

Outstanding

BURNS COOLEY DENNIS, INC.	46834	09/28/2024	MCKEE PARK IMPROVEMENTS	312-551-901-279	495.00
BELLA CONSTRUCTION	211	10/04/2024	INSPECTION & TESTING OF EXISTING JL KING SPLASHPAD	312-551-901-274	1,500.00
MILLS CONTRACTING LLC	000368	10/15/2024	NEEDMORE COMMUNITY CENTER	312-551-901-270	114,562.40
ECON CONSTRUCTION	6	10/20/2024	JL KING SPLASHPAD EXPANSION	312-551-901-274	124,793.06

CLAIMS DOCKET

Post Dates: 10/17/2024 - 10/30/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
ETHOS CONTRACTING GROUP LLC	002	10/22/2024	MCKEE PARK IMPROVEMENTS	312-551-901-275	283,389.92
SPRINGER ENGINEERING, INC.	14969	10/22/2024	JL KING SPLASH PAD EXPANSION	312-551-901-274	1,782.50
FORME DESIGN GROUP	10	10/23/2024	JL KING SPLASH PAD EXPANSION	312-551-901-274	1,641.75
MARK E. SHAW	80-81	10/24/2024	UTILITY INSPECTOR SERVICES	312-551-901-275	2,375.00
Outstanding Total:					530,539.63
Department 551 - PARK & REC TOURISM Total:					530,539.63
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					530,539.63

Fund: 313 - SPRING/HWY 12 LINKAGE TAP

Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS

Outstanding

GARVER, LLC	2301981-4	10/11/2024	SPRING ST TAP #2	313-653-903-854	23,050.00
Outstanding Total:					23,050.00
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					23,050.00
Fund 313 - SPRING/HWY 12 LINKAGE TAP Total:					23,050.00

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

PEOPLES BANK CORPORATE TRUST SE	INV0037753	09/10/2024	STK GEN OBLIG REFN BONDS SERIES 2018	375-551-830-826	21,425.00
ROBERSON FLOOR, INC	013304	10/03/2024	TRAVIS OUTLAW CENTER FLOOR REFINISHING PROJECT	375-551-907-942	8,400.00
SGK LANDSCAPES, LLC	129857	10/11/2024	SPORTSPLEX SOCCER FIELD IRRIGATION AUDIT & REPAIRS	375-551-907-942	4,200.00
Outstanding Total:					34,025.00
Department 551 - PARK & REC TOURISM Total:					34,025.00
Fund 375 - PARK AND REC TOURISM Total:					34,025.00

Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR

Department: 318 - MS182/MLK

Outstanding

NEEL-SCHAFER	INV0037742	09/30/2024	182 REVITALIZATION	377-318-912-850	54,477.51
NEEL-SCHAFER	1100850	10/10/2024	HWY 182 BUILD GRANT	377-318-680-301	24,904.86
Outstanding Total:					79,382.37
Department 318 - MS182/MLK Total:					79,382.37
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					79,382.37

Fund: 630 - ECONOMIC DEV, TOURISM & CONV

Department: 000 - UNDESIGNATED

Paid

MSU /2% TAX REVENUE	INV0037743	10/18/2024	2% FOOD & BEVERAGE TAX	630-000-147-657	55,558.86
O.C.E.D.A	INV0037746	10/18/2024	2% FOOD & BEVERAGE TAX	630-000-148-655	41,669.15
STARKVILLE	INV0037747	10/18/2024	2% FOOD & BEVERAGE TAX	630-000-147-664	41,669.15
CONVENTIONS/VISITORS BUR					
STARKVILLE	INV0037748	10/18/2024	2% HOTEL/MOTEL	630-000-147-664	34,926.34
CONVENTIONS/VISITORS BUR					
Paid Total:					173,823.50
Department 000 - UNDESIGNATED Total:					173,823.50
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					173,823.50

Fund: 681 - PAYROLL

Department: 000 - UNDESIGNATED

Outstanding

INTERLINK CARE MANAGEMENT	15816C	06/01/2024	CANCER CARE MAY & JUNE 2024	681-000-115-613	1,028.50
INTERLINK CARE MANAGEMENT	16288C	07/01/2024	CANCER CARE JULY 2024	681-000-115-613	514.25

CLAIMS DOCKET

Post Dates: 10/17/2024 - 10/30/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
INTERLINK CARE MANAGEMENT	16824C	08/01/2024	CANCER CARE AUGUST 2024	681-000-115-613	514.25
INTERLINK CARE MANAGEMENT	FC405	08/08/2024	CANCER CARE FINANCE CHARGES	681-000-115-613	9.64
INTERLINK CARE MANAGEMENT	FC586	10/25/2024	CANCER CARE FINANCE CHARGES	681-000-115-613	36.64
Outstanding Total:					2,103.28
Department 000 - UNDESIGNATED Total:					2,103.28
Fund 681 - PAYROLL Total:					2,103.28
Grand Total:					2,518,071.13

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	412,010.83	2,203.00
015 - AIRPORT FUND	77,354.77	0.00
022 - ENVIRONMENTAL SERVICES	28,261.08	0.00
200 - DEBT SERVICE FUND	93,518.75	0.00
305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS	1,064,001.92	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	530,539.63	0.00
313 - SPRING/HWY 12 LINKAGE TAP	23,050.00	0.00
375 - PARK AND REC TOURISM	34,025.00	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	79,382.37	0.00
630 - ECONOMIC DEV, TOURISM & CONV	173,823.50	173,823.50
681 - PAYROLL	2,103.28	0.00
Grand Total:	2,518,071.13	176,026.50

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & S...	0.00	0.00
001-000-054-205	DUE FROM STARKVILLE ...	2,325.10	0.00
001-000-149-691	MUNICIPAL COURT BON...	1,871.00	1,871.00
001-000-160-697	DONATION FIRE	326.26	0.00
001-000-160-698	DONATION - POLICE	208.05	0.00
001-000-330-182	TRAFFIC COURT & FINES	300.00	300.00
001-000-334-126	POLICE FORFEITED FUN...	8,083.30	0.00
001-005-054-208	DUE FROM PARKS & REC...	1,811.38	0.00
001-100-604-330	COMMUNICATIONS	157.36	0.00
001-110-600-301	PROFESSIONAL & CONT...	50.00	0.00
001-110-604-330	POSTAGE / COMMUNIC...	1,917.07	0.00
001-120-501-200	SUPPLIES	76.58	0.00
001-120-604-330	COMMUNICATIONS	184.46	0.00
001-123-501-200	SUPPLIES	14.87	0.00
001-123-604-330	COMMUNICATIONS	745.54	0.00
001-123-625-380	CAMERA OPERATING EX...	227.52	0.00
001-123-918-805	EQUIPMENT & PYMTS	497.85	0.00
001-142-501-200	SUPPLIES/OFFICE EQUI...	1,240.00	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	1,049.39	0.00
001-142-610-350	TRAVEL/TRAINING	250.00	0.00
001-142-620-371	BONDING-CITY EMPLOY...	350.00	0.00
001-169-600-309	LEGAL EXPENSES	3,701.00	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	379.54	0.00
001-180-600-320	DRUG/BACKGROUND C...	175.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	184.48	0.00
001-180-610-340	ADVERTISING	3,151.49	0.00
001-180-691-505	PERSONNEL / KRONOS S...	3.24	0.00
001-190-600-305	ARCHITECTURE REVIEWS	200.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	394.63	0.00
001-190-645-420	SOFTWARE	295.00	0.00
001-190-690-555	DUES	575.00	0.00
001-192-510-220	SUPPLIES - JANITORIAL, ...	239.01	0.00
001-192-600-338	CONTRACT SERVICES	3,899.53	0.00
001-192-625-380	UTILITIES	1,501.28	0.00
001-192-630-403	REPAIRS TO BUILDING &...	2,742.50	0.00
001-195-690-454	ORD 91-1 CONTRIBUTIO...	10,898.00	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
001-197-604-330	COMMUNICATIONS	194.48	0.00
001-197-645-420	SOFTWARE	4,041.00	0.00
001-201-015-030	PETTY CASH NARCOTICS	0.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-501-200	OFFICE SUPPLIES	2,922.88	0.00
001-201-525-231	GAS & OIL	10,232.60	0.00
001-201-535-233	UNIFORMS	8,638.55	0.00
001-201-541-237	PRISONER JAIL EXPENSES	750.00	0.00
001-201-541-240	PRISONER MEDICAL/SU...	402.73	0.00
001-201-545-238	FIRING RANGE SUPPLIES ...	813.18	0.00
001-201-555-208	JANITORIAL SUPPLIES	644.31	0.00
001-201-556-251	POLICE SUPPLIES	2,018.31	0.00
001-201-600-300	PROFESSIONAL SERVICES	2,223.00	0.00
001-201-600-304	INFORMANT FEES	2,730.00	0.00
001-201-600-319	PHYSICAL & PERSONNEL...	752.00	0.00
001-201-604-330	PHONES/COPIES/POSTA...	5,071.40	0.00
001-201-615-343	PRINTING & BINDING	124.78	0.00
001-201-620-370	INSURANCE:VEHICLES/LI...	4,164.00	0.00
001-201-625-380	UTILITIES	357.03	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	2,568.02	0.00
001-201-630-404	TECHNOLOGY	659.98	0.00
001-201-630-426	BUILDING MAINT & REP...	807.49	0.00
001-201-635-369	COPIER RENTAL	936.68	0.00
001-201-690-450	GPS EXPENSES	560.14	0.00
001-201-690-552	POLICE TRAINING/EDUC...	2,992.58	0.00
001-201-691-550	MISCELLANEOUS	32.00	32.00
001-201-918-805	EQUIPMENT & SOFTWA...	4,100.00	0.00
001-245-501-200	SUPPLIES & UNIFORMS	6.94	0.00
001-246-525-231	GAS & OIL	133.08	0.00
001-246-535-233	UNIFORMS - CODE ENF...	34.00	0.00
001-261-525-231	GAS & OIL	2,269.65	0.00
001-261-535-233	UNIFORMS & UNIFORM ...	314.10	0.00
001-261-555-208	JANITORIAL & PAPER SU...	872.46	0.00
001-261-555-250	SMALL EQUIPMENT AND...	15.03	0.00
001-261-558-269	BUILDING MAINTENANCE	1,865.55	0.00
001-261-600-390	FIRE TRAINING / TRAVEL	1,127.35	0.00
001-261-604-330	PHONES/CABLE/INTERN...	1,317.51	0.00
001-261-625-380	UTILITIES	2,989.75	0.00
001-261-630-360	REPAIRS & MAINT-VEHIC...	7,578.80	0.00
001-261-740-540	HMEP GRANT-COUNTY ...	8,059.51	0.00
001-261-820-877	2 PUMPER TRUCKS	99,428.18	0.00
001-261-918-820	AIR COMPRESSOR	27,500.00	0.00
001-281-525-231	GAS & OIL	38.83	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	194.47	0.00
001-290-625-380	UTILITIES / CODE RED	236.33	0.00
001-301-525-231	GAS & OIL	2,732.22	0.00
001-301-535-233	UNIFORMS	540.47	0.00
001-301-555-250	SMALL EQUIP, TOOLS & ...	593.99	0.00
001-301-560-270	CONSTRUCTION MATER...	7,148.34	0.00
001-301-565-272	STREETS SIGNS & PAINT	246.29	0.00
001-301-600-300	TREE TRIMMING	2,592.00	0.00
001-301-604-330	COMMUNICATIONS	216.04	0.00
001-301-610-350	TRAINING	264.30	0.00
001-301-620-370	INSURANCE	492.00	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	46,237.29	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	9,760.04	0.00
001-301-630-400	EQUIPMENT REPAIR & ...	115.15	0.00
001-360-525-231	GAS & OIL	51.26	0.00
001-360-604-330	COMMUNICATIONS	77.33	0.00
001-550-600-297	REIMBURSEMENT	75,000.00	0.00
015-505-525-232	100LL AV GAS PURCHAS...	31,180.11	0.00
015-505-525-233	JET A FUEL PURCHASES	43,463.86	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-541-237	OPERATING SUPPLIES	138.11	0.00
015-505-600-338	CONTRACT & LEGAL SER...	202.17	0.00
015-505-604-330	CELL PHONE/POSTAGE ...	77.33	0.00
015-505-620-370	INSURANCE	114.00	0.00
015-505-625-380	UTILITIES	1,940.78	0.00
015-505-630-400	EQUIPMENT REPAIR & ...	238.41	0.00
022-322-501-200	OFFICE SUPPLIES	398.59	0.00
022-322-525-231	GAS & OIL	10,403.70	0.00
022-322-535-233	UNIFORMS	524.29	0.00
022-322-555-250	SMALL EQUIP, TOOLS & ...	1,398.58	0.00
022-322-604-330	COPIER, PHONES, RADIOS	195.70	0.00
022-322-610-340	ADVERTISING	198.00	0.00
022-322-610-350	TRAVEL / TRAINING / DU...	659.69	0.00
022-322-620-370	INSURANCE:PROPERTY,L...	-339.00	0.00
022-322-625-380	UTILITIES	1,254.46	0.00
022-322-630-252	VEHICLE R&M - COMME...	6,966.68	0.00
022-322-630-255	VEHICLE R&M - RUBBISH	214.26	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	5,551.46	0.00
022-322-630-406	EQUIPMENT R&M - LAN...	834.67	0.00
200-800-830-829	2015 2.7M GO INTEREST	24,418.75	0.00
200-800-830-830	2018 REFUNDING CITY ...	67,300.00	0.00
200-800-840-876	BOND FEES	1,800.00	0.00
305-300-900-903	2024 PAVEMENT PRESE...	526,796.80	0.00
305-300-900-905	2024 OLD MAYHEW RO...	537,205.12	0.00
312-551-901-270	NEEDMORE CONSTRUCT...	114,562.40	0.00
312-551-901-274	J L KING SPLASHPAD	129,717.31	0.00
312-551-901-275	MCKEE PARK PICKLEBALL...	285,764.92	0.00
312-551-901-279	MCKEE - MATERIALS TES...	495.00	0.00
313-653-903-854	CONSTRUCTION (2023 G...	23,050.00	0.00
375-551-830-826	INTEREST - SPORTSPLEX ...	21,425.00	0.00
375-551-907-942	EXISTING PARK IMPROV...	12,600.00	0.00
377-318-680-301	CONSTRUCTION ENGINE...	24,904.86	0.00
377-318-912-850	CONSTRUCTION AND PA...	54,477.51	0.00
630-000-147-657	DUE TO MISSISSIPPI STA...	55,558.86	55,558.86
630-000-147-664	DUE TO VISITORS/CONV...	76,595.49	76,595.49
630-000-148-655	DUE TO OCEDA	41,669.15	41,669.15
681-000-115-613	GROUP INSURANCE W/H	2,103.28	0.00
Grand Total:		2,518,071.13	176,026.50

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	935,659.61	176,026.50
305300900903	526,796.80	0.00
305300900905	537,205.12	0.00
312551901274	129,717.31	0.00
312551901275	285,764.92	0.00
312551901279	495.00	0.00
313653903854	23,050.00	0.00
377318680301	24,904.86	0.00
377318912850	54,477.51	0.00
Grand Total:		2,518,071.13
		176,026.50



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

Vendor	Name	Reference	Invoice	Date	Invoice Total	Invoice Type
139	ACCBUSINESS	INTERNET SERVICES	242845220	10/27/2024	\$ 1,371.75	Electric
	ACC BUSINESS Total				\$ 1,371.75	
131	ALTEC INDUSTRIES, INC.	MAINTENANCE	51531396	10/18/2024	\$ 524.00	Electric
	ALTEC INDUSTRIES, INC. Total				\$ 524.00	
116	AMAZON CAPITAL SERVICES	SUPPLIES	1167-HJW9-HP1T	10/14/2024	\$ 77.46	Electric
116	AMAZON CAPITAL SERVICES	SUPPLIES	1D3Q-KKDP-9DKG	10/19/2024	\$ 388.19	Electric
116	AMAZON CAPITAL SERVICES	SUPPLIES	1DIY-R7XC-N63K	10/7/2024	\$ 146.68	Electric
116	AMAZON CAPITAL SERVICES	SUPPLIES	1QW9-FMKJ-Q3TH	10/23/2024	\$ 16.98	Electric
116	AMAZON CAPITAL SERVICES	SUPPLIES	1VGF-3GLF-MVH	10/17/2024	\$ 302.94	Electric
116	AMAZON CAPITAL SERVICES	SUPPLIES	1VKP-MW4TDTFG	10/20/2024	\$ 59.88	Electric
116	AMAZON CAPITAL SERVICES	SUPPLIES	1VKP-MW4T-G17F	10/20/2024	\$ 499.00	Electric
	AMAZON CAPITAL SERVICES Total				\$ 1,491.13	
107	AMERICAN PAPER & TWINE CO.	SUPPLIES	5072596	10/9/2024	\$ 312.30	Electric
107	AMERICAN PAPER & TWINE CO.	SUPPLIES	5081522	10/18/2024	\$ 599.00	Electric
	AMERICAN PAPER & TWINE CO. Total				\$ 911.30	
125	AT & T	PHONE BILL	2024-10-662-323-5039	10/22/2024	\$ 1,347.47	Electric
	AT & T Total				\$ 1,347.47	
134	ATWELL & GENT, P.A.	Engineering Services	24544	10/21/2024	\$ 2,125.00	Electric
134	ATWELL & GENT, P.A.	Engineering Services	24547	10/21/2024	\$ 3,015.00	Electric
134	ATWELL & GENT, P.A.	Engineering Services	24-543	10/21/2024	\$ 9,350.00	Electric
134	ATWELL & GENT, P.A.	Engineering Services	24-545	10/21/2024	\$ 170.00	Electric
134	ATWELL & GENT, P.A.	Engineering Services	24-546	10/21/2024	\$ 2,155.00	Electric
	ATWELL & GENT, P.A. Total				\$ 16,815.00	
198	BRISLIN INC	MAINTENANCE	241705	10/22/2024	\$ 231.00	Electric
	BRISLIN INC Total				\$ 231.00	
314	CINTAS CORPORATION	SAFETY SUPPLIES	5236616703	10/25/2024	\$ 125.74	Electric
	CINTAS CORPORATION Total				\$ 125.74	
321	COLE'S AUTO REPAIR	MAINTENANCE	21997	10/16/2024	\$ 572.00	Electric
	COLE'S AUTO REPAIR Total				\$ 572.00	
496	EAST MISS LUMBER	TOOLS	17308/1	10/16/2024	\$ 60.97	Electric
	EAST MISS LUMBER Total				\$ 60.97	
510	EDWARD KEMP	VALLY VISION MEETING	09252024-09272024	10/7/2024	\$ 476.53	Electric
510	EDWARD KEMP	7 STATES POWER CO-OP	10012021-10022024	10/1/2024	\$ 372.96	Electric
	EDWARD KEMP Total				\$ 849.49	
504	ELEC MOTOR SALES/SERVICE	MAINTENANCE	632366	10/11/2024	\$ 350.00	Electric
	ELEC MOTOR SALES/SERVICE Total				\$ 350.00	
560	EVERYDAY LAND MANAGEMENT	Landscape Maintenance	109553	10/15/2024	\$ 5,097.17	Electric
	EVERYDAY LAND MANAGEMENT Total				\$ 5,097.17	
455	EXELL WATER & COFFEE, INC.	WATER	865792	10/17/2024	\$ 16.34	Electric
	EXELL WATER & COFFEE, INC. Total				\$ 16.34	
616	FUELMAN	FUEL	NP67270230	10/14/2024	\$ 1,447.56	Electric

616	FUELMAN		FUEL	NP67299619	10/21/2024	\$	1,432.78	Electric
616	FUELMAN		FUEL	NP67321332	10/28/2024	\$	1,371.84	Electric
	FUELMAN Total					\$	4,252.18	
697	GARNER COMMUNICATION SERVICE		PROFESSIONAL SERVICES	1046603	10/7/2024	\$	4,870.00	Electric
697	GARNER COMMUNICATION SERVICE		PROFESSIONAL SERVICES	1046609	10/23/2024	\$	5,720.00	Electric
	GARNER COMMUNICATION SERVICE Total					\$	10,590.00	
696	GARNER LUMLEY ELECTRIC		MATERIALS	613789	10/22/2024	\$	4,215.00	Electric
	GARNER LUMLEY ELECTRIC Total					\$	4,215.00	
691	GATEWAY TIRE&SERVICE CENTER		MAINTENANCE	1018-204938	10/10/2024	\$	88.95	Electric
691	GATEWAY TIRE&SERVICE CENTER		MAINTENANCE	1018-205726	10/24/2024	\$	260.05	Electric
691	GATEWAY TIRE&SERVICE CENTER		MAINTENANCE	1018-205863	10/28/2024	\$	99.10	Electric
691	GATEWAY TIRE&SERVICE CENTER		MAINTENANCE	1018-205869	10/25/2024	\$	119.50	Electric
	GATEWAY TIRE&SERVICE CENTER Total					\$	567.60	
730	GRESKO UTILITY SUPPLY, INC.		MATERIALS	50028030-00	10/25/2024	\$	4,968.00	Electric
	GRESKO UTILITY SUPPLY, INC. Total					\$	4,968.00	
733	GUARDIAN LOCK AND KEY INC		SERVICES	7395	10/28/2024	\$	282.50	Electric
	GUARDIAN LOCK AND KEY INC Total					\$	282.50	
809	HOWARD INDUSTRIES, INC.		MATERIALS	244024-243594	10/11/2024	\$	85,325.00	Electric
	HOWARD INDUSTRIES, INC. Total					\$	85,325.00	
1010	JT RAY COMPANY		COPIER SERVICE	INV19635	10/14/2024	\$	90.29	Electric
1010	JT RAY COMPANY		COPIER SERVICE	INV19636	10/14/2024	\$	283.66	Electric
1010	JT RAY COMPANY		COPIER SERVICE	INV19637	10/14/2024	\$	30.24	Electric
1010	JT RAY COMPANY		COPIER SERVICE	INV19639	10/14/2024	\$	224.39	Electric
	JT RAY COMPANY Total					\$	628.58	
1361	M & M PROSAFETY SUPPLY		SAFETY SUPPLIES	03390	9/25/2024	\$	489.60	Electric
	M & M PROSAFETY SUPPLY Total					\$	489.60	
1287	MAXXSOUTH BROADBAND		INTERNET SERVICE	10062024	10/6/2024	\$	143.63	Electric
	MAXXSOUTH BROADBAND Total					\$	143.63	
1394	NARRATIVE 12 LLC		SU Customer Com Monthly Retainer	45590	10/25/2024	\$	5,220.00	Electric
	NARRATIVE 12 LLC Total					\$	5,220.00	
1400	NESCO		UNIFORMS	S2681959.002	10/14/2024	\$	304.72	Electric
1400	NESCO		MATERIALS	S2688897.001	10/7/2024	\$	121.13	Electric
1400	NESCO		MATERIALS	S2688897.002	10/15/2024	\$	20.76	Electric
1400	NESCO		MATERIALS	S2689616.001	10/10/2024	\$	187.27	Electric
1400	NESCO		MATERIALS	S2690814.001	10/16/2024	\$	788.38	Electric
1400	NESCO		MATERIALS	S2691909.001	10/22/2024	\$	295.64	Electric
1400	NESCO		MATERIALS	S2691958.001	10/22/2024	\$	131.35	Electric
1400	NESCO		MATERIALS	S2692318.001	10/24/2024	\$	197.10	Electric
1400	NESCO		MATERIALS	S2692323.001	10/24/2024	\$	252.58	Electric
1400	NESCO		MATERIALS	S2692348.001	10/24/2024	\$	58.67	Electric
	NESCO Total					\$	2,357.60	
1403	NISC		SUPPLIES	605406	9/30/2024	\$	208.54	Electric
						\$		

1403	NISC	PRINTING SERVICES	605407	9/30/2024	\$	4,633.03	Electric
1403	NISC	AUG 2024 RECURRING EXPENSES	606096	9/30/2024	\$	18,691.10	Electric
1403	NISC	PRINTING SERVICES	606844	9/30/2024	\$	9,678.88	Electric
1406	NISC Total		111147	10/23/2024	\$	33,211.55	Electric
1525	NORTHEAST EXTERMINATING	PEST CONTROL			\$	45.00	Electric
	NORTHEAST EXTERMINATING Total				\$	45.00	
1662	OKTIBBEHA CO. CO-OP	UNIFORMS	1048844	10/9/2024	\$	142.96	Electric
	OKTIBBEHA CO. CO-OP Total				\$	142.96	
1810	PROGRAPHICS	DECALS	4365	10/8/2024	\$	275.00	Electric
	PROGRAPHICS Total				\$	275.00	
1887	RENASANT BANK	CREDIT CARD	10032024	10/3/2024	\$	1,154.61	Electric
	RENASANT BANK Total				\$	1,154.61	
1887	S & S LINE SERVICE INC	ROW CLEARING	2884	10/11/2024	\$	1,608.40	Electric
1887	S & S LINE SERVICE INC	ROW CLEARING	2885	10/11/2024	\$	5,947.20	Electric
1887	S & S LINE SERVICE INC	ROW CLEARING	2886	10/11/2024	\$	5,400.45	Electric
1887	S & S LINE SERVICE INC	ROW CLEARING	2887	10/18/2024	\$	5,201.60	Electric
1887	S & S LINE SERVICE INC	ROW CLEARING	2888	10/25/2024	\$	1,608.40	Electric
1887	S & S LINE SERVICE INC	ROW CLEARING	2889	10/25/2024	\$	5,947.20	Electric
1887	S & S LINE SERVICE INC	ROW CLEARING	2890	10/25/2024	\$	5,947.20	Electric
1887	S & S LINE SERVICE INC	ROW CLEARING	2885-A	10/18/2024	\$	1,608.40	Electric
1887	S & S LINE SERVICE INC	ROW CLEARING	2886-A	10/18/2024	\$	5,728.50	Electric
1913	S & S LINE SERVICE INC Total				\$	38,997.35	Electric
1926	SECURITY SOLUTIONS	SOFTWARE	35977	10/25/2024	\$	800.00	Electric
	SECURITY SOLUTIONS Total				\$	800.00	
1940	SHRED MAN	SHREDDING	3204	10/30/2024	\$	1,850.00	Electric
	SHRED MAN Total				\$	1,850.00	
1945	SOUTHEASTERN TESTING LAB	SAFETY TESTING	400929	10/17/2024	\$	240.00	Electric
	SOUTHEASTERN TESTING LAB Total				\$	240.00	
1945	STUART C. IRBY	MATERIALS	S014090958.001	10/28/2024	\$	2,484.97	Electric
1945	STUART C. IRBY Total				\$	2,484.97	
2015	SULLIVAN'S	SUPPLIES	91736	10/22/2024	\$	1,954.15	Electric
	SULLIVAN'S Total				\$	1,954.15	
2015	TEMPLE	MATERIALS	2500011	10/18/2024	\$	1,100.00	Electric
	TEMPLE Total				\$	1,100.00	
2005	TK ELEVATOR CORPORATION	MAINTENANCE	5002615568	10/14/2024	\$	487.25	Electric
	TK ELEVATOR CORPORATION Total				\$	487.25	
2026	TRANSARMOUR INC	MATERIALS	4096	10/28/2024	\$	19,500.00	Electric
	TRANSARMOUR INC Total				\$	19,500.00	
2104	UPS	SHIPPING	000012031F424	10/19/2024	\$	224.70	Electric
	UPS Total				\$	224.70	
2117	UTILITY MAINT SPECIALIST INC	Substation Testing & Maintenance	5716	10/23/2024	\$	1,155.00	Electric
2117	UTILITY MAINT SPECIALIST INC	Substation Testing & Maintenance	5718	10/25/2024	\$	6,923.00	Electric

2300	UTILITY MAINT SPECIALIST INC Total								
	WALMART COMMUNITY BRC	SUPPLIES	20241029174525	10/27/2024	\$	8,078.00		Electric	
	WALMART COMMUNITY BRC Total				\$	41.10			
2303	WATERMARK PRINTERS	SUPPLIES	16958	10/29/2024	\$	41.10		Electric	
	WATERMARK PRINTERS Total				\$	224.00			
2314	WEAVER ELECTRIC	PROFESSIONAL SERVICES	MS23E014-06	10/8/2024	\$	224.00		Electric	
	WEAVER ELECTRIC Total				\$	19,633.25			
	Grand Total				\$	19,633.25			
					\$	279,246.94			

Vendor	Name	Reference	Invoice	Date	Invoice Total	Invoice Type
116	AMAZON CAPITAL SERVICES	SAFETY SUPPLIES	113D-7QKD-WGNC	10/18/2024	\$ 461.97	Water
116	AMAZON CAPITAL SERVICES	SUPPLIES	1NMJ-FN6D-GHV1	10/14/2024	\$ 352.88	Water
116	AMAZON CAPITAL SERVICES	SUPPLIES	1W1G-4KMT-F79V	10/22/2024	\$ 481.62	Water
116	AMAZON CAPITAL SERVICES	SAFETY SUPPLIES	1W4M-TCDD-Q6TH	10/17/2024	\$ 93.61	Water
	AMAZON CAPITAL SERVICES Total				\$ 1,390.08	
107	AMERICAN PAPER & TWINE CO.	SUPPLIES	5075186	10/11/2024	\$ 424.46	Water
	AMERICAN PAPER & TWINE CO. Total				\$ 424.46	
20076	APAC MISSISSIPPI, INC.	ASPHALT	4000188760	10/18/2024	\$ 654.00	Water
20076	APAC MISSISSIPPI, INC.	ASPHALT	4000188912	10/21/2024	\$ 650.73	Water
	APAC MISSISSIPPI, INC. Total				\$ 1,304.73	
20080	AQUATIC INFOMATICS	SOFTWARE	110448	10/8/2024	\$ 1,468.00	Water
	AQUATIC INFOMATICS Total				\$ 1,468.00	
124	ATMOS ENERGY	UTILITY BILL	3020752702-10/09/24	10/9/2024	\$ 51.67	Water
124	ATMOS ENERGY	UTILITY BILL	3020752962-10/14/24	10/14/2024	\$ 70.49	Water
	ATMOS ENERGY Total				\$ 122.16	
196	AUTOZONE	MAINTENANCE	426123512	10/9/2024	\$ 60.17	Water
196	AUTOZONE	MAINTENANCE	426124480	10/10/2024	\$ 181.99	Water
	AUTOZONE Total				\$ 242.16	
202	BELL BUILDING SUPPLY	MATERIALS	414413	10/10/2024	\$ 13.98	Water
202	BELL BUILDING SUPPLY	MATERIALS	414827	10/16/2024	\$ 56.85	Water
202	BELL BUILDING SUPPLY	MATERIALS	415453	10/24/2024	\$ 51.82	Water
	BELL BUILDING SUPPLY Total				\$ 122.65	
20186	BRENNTAG MID-SOUTH	CHEMICALS	BMS788595	10/24/2024	\$ 2,193.00	Water
	BRENNTAG MID-SOUTH Total				\$ 2,193.00	
20220	CENTRAL PIPE SUPPLY	MATERIALS	S100388000.001	10/1/2024	\$ 1,854.60	Water
20220	CENTRAL PIPE SUPPLY	MATERIALS	S10090755.01	10/18/2024	\$ 4,345.00	Water
	CENTRAL PIPE SUPPLY Total				\$ 6,199.60	
314	CINTAS CORPORATION	SAFETY SUPPLIES	5234864103	10/15/2024	\$ 826.56	Water
	CINTAS CORPORATION Total				\$ 826.56	
20362	CONSOLIDATED PIPE & SUPPLY	MATERIALS	MS0314974	10/11/2024	\$ 363.00	Water
20362	CONSOLIDATED PIPE & SUPPLY	MATERIALS	MS0315015	10/14/2024	\$ 1,400.00	Water
20362	CONSOLIDATED PIPE & SUPPLY	MATERIALS	MS0315055	10/15/2024	\$ 258.00	Water
20362	CONSOLIDATED PIPE & SUPPLY	MATERIALS	MS0315114	10/17/2024	\$ 7,130.00	Water
20362	CONSOLIDATED PIPE & SUPPLY	MATERIALS	MS0315143	10/18/2024	\$ 960.00	Water
20362	CONSOLIDATED PIPE & SUPPLY	MATERIALS	MS0315207	10/23/2024	\$ 3,300.00	Water
20362	CONSOLIDATED PIPE & SUPPLY	MATERIALS	MS0315208	10/23/2024	\$ 1,040.00	Water
20362	CONSOLIDATED PIPE & SUPPLY	MATERIALS	MS0315283	10/28/2024	\$ 1,014.00	Water

HELLENTHAL ASH Total									
20765	HYDRA SERVICE, INC.	PUMP FITTINGS	182790	10/18/2024	\$	75.00		Water	
20765	HYDRA SERVICE, INC.	PUMP FITTINGS	182791	10/18/2024	\$	5,358.00		Water	
20765	HYDRA SERVICE, INC.	PUMP RENTAL	182793	10/18/2024	\$	316.00		Water	
					\$	506.00		Water	
	HYDRA SERVICE, INC. Total				\$	6,180.00			
20907	INDUSTRIAL CHEMICALS	CHEMICALS	556677	10/18/2024	\$	999.91		Water	
					\$	999.91			
1010	JT RAY COMPANY	COPIER SERVICE	INV19638	10/14/2024	\$	67.36		Water	
	JT RAY COMPANY Total				\$	67.36			
1205	LOWE'S	SUPPLIES	973482-NVJXPV	10/10/2024	\$	22.78		Water	
1205	LOWE'S	MAINTENANCE	976157-NVOBCC	10/11/2024	\$	104.48		Water	
1205	LOWE'S	MATERIALS	977164-NVOBDI	10/11/2024	\$	126.48		Water	
1205	LOWE'S	SUPPLIES	987690-NWBBQB	10/15/2024	\$	51.46		Water	
1205	LOWE'S	TOOLS	991873-NWKPPQ	10/17/2024	\$	167.08		Water	
1205	LOWE'S	MATERIALS	991888-NWKPPQ	10/17/2024	\$	18.98		Water	
1205	LOWE'S	MATERIALS	992334-NWKPRC	10/17/2024	\$	30.36		Water	
	LOWE'S Total				\$	521.62			
1322	MMC MATERIALS, INC.	CONCRETE	915605	10/11/2024	\$	376.88		Water	
1322	MMC MATERIALS, INC.	CONCRETE	915678	10/12/2024	\$	376.88		Water	
1322	MMC MATERIALS, INC.	CONCRETE	916166	10/15/2024	\$	376.88		Water	
	MMC MATERIALS, INC. Total				\$	1,130.64			
21391	NAVIGATION ELECTRONICS INC	SOFTWARE	0099600-IN	10/9/2024	\$	2,275.00		Water	
	NAVIGATION ELECTRONICS INC Total				\$	2,275.00			
1400	NESCO	MATERIALS	S2669311.001	6/26/2024	\$	578.71		Water	
	NESCO Total				\$	578.71			
21329	NORTH CENTRAL LABORATORIES	TESTING SUPPLIES	510463	10/14/2024	\$	521.38		Water	
	NORTH CENTRAL LABORATORIES Total				\$	521.38			
1525	OKTIBBEHA CO. CO-OP	TOP SOIL	1048303	10/7/2024	\$	76.00		Water	
1525	OKTIBBEHA CO. CO-OP	UNIFORMS	1048751	10/9/2024	\$	1,414.95		Water	
1525	OKTIBBEHA CO. CO-OP	UNIFORMS	1048752	10/9/2024	\$	549.82		Water	
1525	OKTIBBEHA CO. CO-OP	TOOLS	1049553	10/11/2024	\$	115.92		Water	
1525	OKTIBBEHA CO. CO-OP	UNIFORMS	1051462	10/18/2024	\$	243.79		Water	
1525	OKTIBBEHA CO. CO-OP	MATERIALS	1051657	10/18/2024	\$	29.99		Water	
1525	OKTIBBEHA CO. CO-OP	MATERIALS	1051657	10/18/2024	\$	29.99		Water	
1525	OKTIBBEHA CO. CO-OP	UNIFORMS	1052319	10/21/2024	\$	124.76		Water	
1525	OKTIBBEHA CO. CO-OP	UNIFORMS	1052418	10/21/2024	\$	133.54		Water	
1525	OKTIBBEHA CO. CO-OP	UNIFORMS	1052419	10/21/2024	\$	145.00		Water	
1525	OKTIBBEHA CO. CO-OP	TOP SOIL	1052585	10/22/2024	\$	38.00		Water	

1525	OKTIBBEHA CO. CO-OP	TOP SOIL	1053323	10/21/2024	\$	38.00	Water
1525	OKTIBBEHA CO. CO-OP	TOP SOIL	1054770	10/30/2024	\$	29.70	Water
1662	OKTIBBEHA CO. CO-OP Total				\$	2,969.46	
	PROGRAPHICS	SUPPLIES	4402	10/17/2024	\$	130.00	Water
	PROGRAPHICS Total				\$	130.00	
1917	RONNIE JONES CONST, INC.	CRUSHED CONCRETE	20242422	10/10/2024	\$	2,000.00	Water
	RONNIE JONES CONST, INC. Total				\$	2,000.00	
1937	SOUTHERN PIPE & SUPPLY	MATERIALS	325914-00	10/25/2024	\$	3,872.52	Water
	SOUTHERN PIPE & SUPPLY Total				\$	3,872.52	
21943	SOUTHERN TELECOMMUNICATIONS	PHONE BILL	2024-09	9/30/2024	\$	142.23	Water
	SOUTHERN TELECOMMUNICATIONS Total				\$	142.23	
1945	SULLIVAN'S	SUPPLIES	91705	10/21/2024	\$	114.21	Water
1945	SULLIVAN'S	SUPPLIES	91705	10/21/2024	\$	114.21	Water
	SULLIVAN'S Total				\$	228.42	
2049	TURNER FARMS & TRAILER SALES	EQUIPMENT	708726	10/8/2024	\$	7,600.00	Water
	TURNER FARMS & TRAILER SALES Total				\$	7,600.00	
2098	ULINE	SAFETY SUPPLIES	184331349	10/14/2024	\$	464.12	Water
2098	ULINE	SUPPLIES	184702570	10/23/2024	\$	528.26	Water
	ULINE Total				\$	992.38	
2104	UPS	POSTAGE	000012031F414	10/12/2024	\$	116.71	Water
	UPS Total				\$	116.71	
22111	USA BLUEBOOK	MATERIALS	INV00521757	10/23/2024	\$	678.62	Water
22111	USA BLUEBOOK	EQUIPMENT	INV00522277	10/23/2024	\$	310.53	Water
	USA BLUEBOOK Total				\$	989.15	
9929826	VIRGINIA KILBURN	WATER OPERATING LICENSE	100824	10/8/2024	\$	30.00	Water
	VIRGINIA KILBURN Total				\$	30.00	
22202	WAYPOINT ANALYTICAL	TESTING	04-105837	10/16/2024	\$	312.00	Water
22202	WAYPOINT ANALYTICAL	TESTING	04-1085633	10/8/2024	\$	312.00	Water
22202	WAYPOINT ANALYTICAL	TESTING	04-1085933	10/21/2024	\$	312.00	Water
	WAYPOINT ANALYTICAL Total				\$	936.00	
22307	WESCO	MAINTENANCE	24265	10/25/2024	\$	700.00	Water
	WESCO Total				\$	700.00	
	Grand Total				\$	131,437.60	



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 5, 2024
Page: 1

SUBJECT:

Request for Authorization to hire Jonquavious Ivy and Tylan Oden as Seasonal Sanitation Workers in the Sanitation & Environmental Services Department

AMOUNT & SOURCE OF FUNDING:

- Jonquavious Ivy: Annual Salary of \$34,840.00 (\$16.75 per hour) based on 2,080 hours.
- Tylan Oden: Annual Salary of \$34,840.00 (\$16.75 per hour) based on 2,080 hours.

FISCAL NOTE:

Budgeted from line item # 022-322-430-107

AUTHORIZATION HISTORY:

- Jonquavious Ivy: This position replaces Jacob Bell
- Tylan Oden: This position replaces Nicholas Lucious.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Chris Smiley, Sanitation & Environmental Services Director;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Jonquavious Ivy and Tylan Oden as Seasonal Sanitation Workers in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 05, 2024
Page: 1

SUBJECT:

Request authorization to hire Mark Nance as an Engineering Inspector in the Starkville Engineering/Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Annual Salary of \$72,000 (\$34.62) based on 2080 hours.

FISCAL NOTE:

50/50 pay split between the Engineering and Utilities Department.

- Engineering is budgeted from line item # 001-191-440-114
- Utilities is budgeted from line item # 604.50

AUTHORIZATION HISTORY:

This is a replacement position previously held by Matthew Hood who was terminated.

REQUESTING DEPARTMENT:

Starkville Utilities and Engineering Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager;
Cody Burnett, City Engineer

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager;
Cody Burnett, City Engineer

SUGGESTED MOTION:

Move approval to hire Mark Nance as an Engineering Inspector in the Starkville Engineering/Utilities Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: November 5, 2024

Page: 1

SUBJECT:

Consideration of the discipline recommended by Sanitation Director Chris Smiley for a Starkville Sanitation Worker.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Documentation Provided

REQUESTING DEPARTMENT:

Sanitation Department

Human Resources Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation Director;

Nav Ashford, COO/Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval of the discipline recommended by Sanitation Director Chris Smiley for a Starkville Sanitation Worker.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 05, 2024
Page: 1

SUBJECT:

Consideration of the discipline recommended by Starkville Police Chief Mark Ballard as a result of a disciplinary issue for a Starkville Police Officer.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Documentation Provided

REQUESTING DEPARTMENT:

Police Department
Human Resources Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Chief of Police;
Nav Ashford, COO/Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval of the discipline recommended by Starkville Police Chief Mark Ballard as a result of a disciplinary issue for a Starkville Police Officer.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 05, 2024
Page: 1

SUBJECT:

Request authorization to hire Curt Ward as Linemen in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Curt Ward - non-exempt Salary for Lineman, 76,544.00 (\$36.80 per hour) based on 2080 hours.

FISCAL NOTE:

Funding is provided 100% by the Electric Division of Starkville Utilities. Salary expenses will be allocated based on Electric Job Work Orders.

AUTHORIZATION HISTORY:

This position is a replacement for Jacob Mitchell.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Navarrete Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Curt Ward as Linemen in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 5, 2024
Page: 1

SUBJECT:

Request authorization to hire Landon Bennett, Caleb Cistrunk, Morgan Fishel, Quan'terrious Johnson, Josh McDonald and Joshua Pfahler as Non-Certified Firefighters in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Landon Bennett - Base Salary for Non-Certified Firefighter, \$38,629.45 (\$14.02 per hour) for entry level based on 2756 hours.

Caleb Cistrunk - Base Salary for Non-Certified Firefighter, \$38,629.45 (\$14.02 per hour) for entry level based on 2756 hours.

Morgan Fishel - Base Salary for Non-Certified Firefighter, \$38,629.45 (\$14.02 per hour) for entry level based on 2756 hours.

Quan'terrious Johnson - Base Salary for Non-Certified Firefighter, \$38,629.45 (\$14.02 per hour) for entry level based on 2756 hours.

Josh McDonald - Base Salary for Non-Certified Firefighter, \$38,629.45 (\$14.02 per hour) for entry level based on 2756 hours.

Joshua Pfahler - Base Salary for Non-Certified Firefighter, \$38,629.45 (\$14.02 per hour) for entry level based on 2756 hours.

FISCAL NOTE:

Budgeted from line item # 001-261-420-103

AUTHORIZATION HISTORY:

These are replacement positions previously held by Kalyb Jordan, Shane Russell, Hayden Pierce, Samuel Matthews, Jaleen Jones and Hunter Kozlow.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Chief Charles Yarbrough, Fire Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Landon Bennett, Caleb Cistrunk, Morgan Fishel, Quan'terrious Johnson, Josh McDonald and Joshua Pfahler as Non-Certified Firefighters in the Starkville Fire Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: November 5th, 2024

Page: 1

SUBJECT:

Request for Authorization to Hire Madison Auto and Autumn Wylie as Part-Time Dispatchers in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Madison Auto – Non-exempt base salary for Part Time Dispatcher, \$14,040.00 (\$13.50 per hour) based on 1040 hours. This position is not eligible for benefits.

Autumn Wylie – Non-exempt base salary for Part Time Dispatcher, \$14,040.00 (\$13.50 per hour) based on 1040 hours. This position is not eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 001-245-440-103

AUTHORIZATION HISTORY:

Madison Auto is replacing Francies Ewing, who has retired.

Autumn Wylie is being hired to fill scheduling gaps among the other part-time dispatchers, who are students.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Chief Mark Ballard, Chief of Police

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard, Chief of Police
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Madison Auto and Autumn Wylie as a Part Time Dispatcher in the Starkville Police Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 11/5/2024
PAGE: 1 of 1**

SUBJECT: Request approval for yearly renewal of Stratocast camera software for Police Department cameras.

AMOUNT & SOURCE OF FUNDING: From account # 001-201-645-420

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

FOR MORE INFORMATION CONTACT: Joel C. Clements, Jr – 662.323.2525 ext 3127

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: This software provides storage and monitoring for the Police Department camera system.

STAFF RECOMMENDATION: Staff recommends approval.



283A Cahaba Valley Parkway North, Pelham, Alabama 35124
Phone Mobile 3183486933
Mark.Faulkenberry@convergint.com

October 11, 2024

City of Starkville
City of Starkville
110 W. Main St Starkville, Mississippi 39759
Attention: Scott Grice

Quotation: MF06738018P
RFP#:
License/Cert

Reference: Genetec Stratocast Renewal 2024

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.



Scope of Work

- Provide the following licenses to City of Starkville's Stratocast:
 - ST-S1D-1Y-N1Y
 - Reduce retention to 14 days down from 30 days per camera.
 - Maintain standard subscription for each camera.
 - (128) Standard camera subscription
 - (896) 1 day of additional video retention across 128 cameras.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	City of Starkville - Stratocast Renewal				
2	896.00	ST-S1D-1Y-N1Y	1 day of additional video retention for yearly Stratocast™ camera STANDARD subscription.	\$ 3.25	\$ 2,912.00
3	128.00	ST-STD-1Y-N1Y	1 Yearly Stratocast™ camera STANDARD subscription. Supports up to 1920x1080 resolution, up to 600 kbps bit rate and up to 10 FPS with 7 days cloud storage. Verify SDL for cloud camera compatibility.	\$ 194.46	\$ 24,890.88

Equipment Total	\$ 27,802.88
Freight	\$ 0.00
Use Tax	\$ 0.00
Total Project Price	\$ 27,802.88

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGENT-INSTALLED SOLUTION: See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergent.com/terms.



Total Project Investment:

\$ 27,802.88

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Mark Faulkenberry

Convergint

Mark Faulkenberry

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Scott Grice

Customer Name (Printed)

October 11, 2024

Date

Authorized Signature

Title

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any

other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent and Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT, CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGENT AND CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergent's Privacy Policy available at <https://www.convergent.com/privacy-policy/>, "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergent will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergent will not be responsible for technical problems that may occur resulting from Convergent following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergent.com/terms/>.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 11/5/2024
PAGE: 1 of 1**

SUBJECT: Request approval of purchase of 5 cameras for the Police Department camera project for the lowest quote amount of \$19,940

AMOUNT & SOURCE OF FUNDING: From account # 001-201-918-805

FISCAL NOTE: Security Solutions - \$19,940 and Active Solutions - \$30,343

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

FOR MORE INFORMATION CONTACT: Joel C. Clements, Jr – 662.323.2525 ext 3127

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION:

STAFF RECOMMENDATION: Staff recommends approval.



QUOTE

City of Starkville, MS
101 E. Lampkin Street
Starkville, Mississippi
Att: Joel Clements

Refreshed/Revised October 17, 2024

Quote Description
SafeCity Cam W Axis P3735-PLE Quad Camera

SALESPERSON	Project Description	Payment Terms	DUE DATE
Giacone	City of Starkville SafeCity Cameras	Net 30	

QTY	Part Number	DESCRIPTION	UNIT PRICE	LINE TOTAL
5	AS-SafeCity Enc	Active Solutions SafeCity Enclosure - Small Factor - Moveable <i>Includes power and surge requirements, rapid deployment brackets/mounts, remote reboot module and onboard camera storage (128GB Surveillance Grade SD Card) in a weatherproof enclosure. Camera mounted directly to NEMA4x weatherproof enclosure. Fiber converter to be sent by Maxxsouth for installation into backplane.</i>	\$3,398.00	\$16,990.00
5	Axis P3735-PLE	AXIS P3735-PLE P37 Series 4x 2MP AI-Powered Multidirectional Panoramic Camera, 3.2-8.1mm Varifocal Lens	\$1,512.19	\$7,560.93
5	Axis Arm/Mount	Axis Arm/Mount	\$212.49	\$1,062.44
5	AS-PW-PS-25	25' Length - Cable with photo sensor fits standard street light power base	\$247.00	\$1,235.00
20	ASLABOR-ASMBLY	Installation - Unpacking - Assembly <i>Camera Installations/Remote Support</i>	\$125.00	\$2,500.00
5	ASLABOR-CONFIG	Initial Camera/Software Programming & Configuration	\$125.00	\$625.00
2	ASLABOR-ProjMgmt	Project Management	\$185.00	\$370.00
			SUBTOTAL	\$30,343.37
			SALES TAX	\$0.00
			TOTAL	\$30,343.37



- Residential & Commercial Security Systems
- Commercial Fire Systems
- Residential & Commercial Sound
- Fire System Inspection
- CCTV



- 24 Hour UL Listed Central Monitoring
- Home Automation Systems
- IT & Networking Solutions
- Gate and Intercom Systems
- Access Control

10-19-24

City Of Starkville

City Wide Camera	QUANTITY
Axis 128GD SD Card	5
Axis Multisensor Camera	5
Axis T91H61 Wall Mount	5
Power Supply Enclosure	5
Pole Mount Equipment	5
Blue LED Lights	5
Photocell Power	5
Assembly	5
Camera Total	\$ 19,940.00

Current market volatility requires this quote is only valid for 30day from the date listed above

Thank you,

Jerry Eckhart



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

AGENDA ITEM DEPT.: Parks & Recreation
AGENDA DATE: November 5, 2024
PAGE: Page 1 of 34

SUBJECT:

Consideration of approving Change Order #1 for the McKee Park Improvements Project in the amount of a \$163,822.47 increase to the contract with Ethos Contracting Group.

SUMMARY:

Ethos Contracting was approved as the low bidder for this project at the August 20, 2024 Board of Alderman Meeting. The current contract amount is \$6,705,557.00. The increase of \$163,822.47 results in a new contract price of \$6,869,379.47.

This change order includes the grading of spoil dirt for the use of a grass amphitheater, removal of buried tree stumps and additional demolition of pavement. An attached detailed change order form is attached.

Funding Source: Fund 312 2023 Parks Bond

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 McKee Park Improvements Project in the amount of a \$163,822.47 increase to the contract with Ethos Contracting Group.



AIA®

Document G701® – 2017

Change Order**PROJECT:** *(Name and address)*McKee Park Improvements
Starkville, MS**CONTRACT INFORMATION:**Contract For: General Construction
Date: August 26, 2024**CHANGE ORDER INFORMATION:**Change Order Number: 001
Date: October 29, 2024**OWNER:** *(Name and address)*City of Starkville, MS
110 West Main Street
Starkville, MS 39759**ARCHITECT:** *(Name and address)*Kimley Horn and Associates, Inc.
6750 Poplar Ave. Suite 600
Memphis, TN 38138**CONTRACTOR:** *(Name and address)*Ethos Contracting Group, LLC
P.O. Box 2524
Starkville, MS 39760**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

PCO 001 - Revised Grading Plan \$132,339.45 (37 Days)

PCO 002 - Credit back for Entrance Sidewalk \$(2,612.34) (0 Days)

PCO 004 - Project Sign for Ground Breaking Ceremony \$616.26 (0 Days)

PCO 005 - Hand Dryer Circuit Taken Out of Allowance (2 Days)

PCO 006 - Additional Padding for Play Equipment \$2,043.87 (1 Day)

PCO 007 - Unsuitable Subgrade for New Parking Lot \$6,819.82 (0 Days)

PCO 008 - Asphalt Demolition in North Parking Lot \$16,829.39 (2 Days)

PCO 009 - Additoinal Excavation for Small Pavilion Pads \$7,786.02 (3 Days)

The original Contract Sum was

\$ 6,705,557.00

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 6,705,557.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 163,822.47

The new Contract Sum including this Change Order will be

\$ 6,869,379.47

The Contract Time will be increased by Forty-Five (45) days.

The new date of Substantial Completion will be October 18, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Kimley-Horn and Associates, Inc.

ARCHITECT *(Firm name)*

Ethos Contracting Group, LLC

CONTRACTOR *(Firm name)*

City of Starkville, MS

OWNER *(Firm name)***SIGNATURE**

Owen Harris, PLA

PRINTED NAME AND TITLE**SIGNATURE**

Jacob B. Forrester, President

PRINTED NAME AND TITLE**SIGNATURE**

D.L. Spruill, Mayor

PRINTED NAME AND TITLE**DATE****DATE****DATE**



October 22nd, 2024

Mr. Owen Harris, PLA
Kimley Horn
6750 Poplar Ave.
Memphis, TN 38138

Project: McKee Park Improvements
Subject: PCO #001 – Grading Revisions Affiliated Cost

Dear Mr. Harris,

Ethos Contracting Group, LLC (ECG) is submitting the attached Potential Change Order (PCO) for changes to earthwork grading plans. The scope includes re-grading spoil dirt, hydro seeding the new amphitheater, temporary sprinkling the new seeded area until substantial completion, relocation of jobsite office trailer, and associated utility connections. Unit rates to haul off additional dirt not used on site is not included in this cost.

ECG is requesting thirty-seven (37) day(s) extension to Contract Time which includes lost time during design revisions and duration needed to accomplish added work. ECG reserves the right to request additional time if further delayed awaiting formal authorization to proceed.

If you should have any questions, please do not hesitate to contact our office. We appreciate your consideration.

Sincerely,

Jacob B. Forrester, P.E.
President
Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760
662-428-6514

Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760
www.ethoscgp.com
Phone: 662-418-6514



PROJECT:	McKee Park Renovation	PCO#:	1
ARCHITECT:	Kimley Horn and Associates		
RFI #:	1	DATE:	10/22/2024
PAY ITEM	***Grading Revisions Affiliated Cost		\$ 132,339.45
Time Extension:	8 Days for Work Impact		
	29 Days for Delay of RFI Response		

Ethos Labor	NO.	REG HRS	TOT HRS	BASE RATE	R/T + O/T
Foreman/Equipment Operator	1	80	80	\$ 60.00 /MH	\$ 4,800.00
Skilled Laborer	2	80	160	\$ 55.00 /MH	\$ 8,800.00
Field Staking (Estimate)	1	8	8	\$ 230.00 /MH	\$ 1,840.00
*Labor for replumbing jobsite trailer,			248		
remedial grading in spring					
prior to planting sod, jobsite sign					
relocation, temporary power pole relocation.					
				SUBTOTAL LABOR	\$ 15,440.00

Materials

ITEM	QTY	UOM	PRICE	COST
Move Storage Container	1	Ea.	\$ 150.00	\$ 150.00
Temp. Sprinkling New Seeded Areas(Equipment and Utility Cost)	1	LS	\$ 1,230.00	\$ 1,230.00
24" Culvert for Temp. Access Road (New Location)	40	LF	\$ 40.00	\$ 1,600.00
Rock for New Access Road	80	TONS	\$ 50.00	\$ 4,000.00
	10.00%	WASTE		\$ 698.00
		SUBTOTAL MATERIAL		\$ 7,678.00

Equipment Description

ITEM	QTY	DURATION	RATE	COST
Crew Truck and Tool Trailer	1	2	\$ 500.00 /Week	\$ 1,000.00
Auger	1	1	\$ 130.00 /DAY	\$ 130.00
Skid Steer with Implements	1	2	\$ 2,115.00 /WEEK	\$ 4,230.00
Fuel for Equipment	1	2	\$ 125.00 /WEEK	\$ 250.00
		SUBTOTAL EQUIPMENT		\$ 5,610.00

Satellite Shelters

NAME	QTY	UOM	PRICE	COST
Jobsite Trailer Relocation	1	LS	\$ 2,800.00	\$ 2,800.00
		SUBTOTAL		\$ 2,800.00

McKee Construction

NAME	QTY	UOM	PRICE	COST
Equipment	1	LS	\$ 36,731.60	\$ 36,731.60
Labor	1	LS	\$ 12,600.00	\$ 12,600.00
Markup/Bond	1	LS	16%	\$ 7,991.72
		SUBTOTAL SUBCONTRACTORS		\$ 57,323.32

R&W Electric

NAME	QTY	UOM	PRICE	COST
Labor to disconnect, and reconnect at new location	1	LS	\$ 1,175.00	\$ 1,175.00
SUBTOTAL SUBCONTRACTORS				\$ 1,175.00

H&H Construction

NAME	QTY	UOM	PRICE	COST
Disconnect, extend, and reconnect water to job trailer new location				
Material	1	LS	\$ 400.00	\$ 400.00
Labor	1	LS	\$ 240.00	\$ 240.00
Equipment	1	LS	\$ 160.00	\$ 160.00
SUBTOTAL SUBCONTRACTORS				\$ 800.00

Starkville Utilities

NAME	QTY	UOM	PRICE	COST
Disconnect, Extend, and reconnect electricity to temporary meter box	1	LS	\$ 1,500.00	\$ 1,500.00
SUBTOTAL SUBCONTRACTORS				\$ 1,500.00

Ambiance Landscape

NAME	QTY	UOM	PRICE	COST
Hydroseed with Bermuda Seed				
Single Mix Hydroseed	1	LS	\$ 16,548.330	\$ 16,548.33
(Approximately \$0.20/SF)				
SUBTOTAL SUBCONTRACTORS				\$ 16,548.33

SCOPE

Pricing includes all cost associated with relocating the jobsite trailer, cost associated with moving the dirt to conform to the new grading plans provided by Kimley Horn, and costs for relocation of construction entrance, and a hybrid Bermuda seed applied via hydroseed for approximately 81,000SF.

SUBTOTAL	\$ 108,874.65
Insurance (2%)	\$ 2,177.49
Bonds, Overhead, and Profit (15%)	\$ 16,657.82
Taxes (3.625%)	\$ 4,629.49
TOTAL COST	\$ 132,339.45

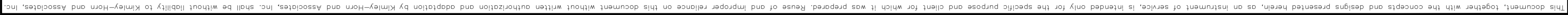
Jacob Forrester, President

Ethos Contracting Group, LLC

***Pricing is only valid for 7 days

Kimley»Horn

No.	REVISIONS	DATE	BY
3	ISSUED FOR CONSTRUCTION	10/10/2024	





3700 US Hwy 51
Laplace, LA 70068-5997

Satellite Shelters, Inc.

Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 985-651-4275
Mobile: (985) 379-6569

Your Satellite Sales Representative:

Christopher Nicolay

Email: christophern@satelliteco.com

Contract Date: 10/09/2024

Contract No.: RQ300607

Page: 1

Company: C54375

Ethos Contracting Group LLC
PO Box 2425
Starkville, MS 39760

Contact:

Caleb Buckner
662-418-2538
cbuckner@ethosscgp.com

Ship-To Address:

Ethos Contracting Group LLC
405 Lynn Lane
Starkville, MS 39760

Pymt Terms: PREPAID

Substantial Completion Date (On or About): 10/16/2024

Description	Qty	Unit Price	Total Price
Trip Charge, Dismantle, Relocate, and Re-Setup 12x60 Mobile Office *LABOR ONLY*	1	2,500.00	2,500.00
Materials pulled from yard ro resetup, including new anchor straps	1	300.00	300.00

Pre-Tax Total Contract 2,800.00

Acceptance of this quote by signature constitutes a Sale Agreement and acceptance of Satellite Shelters, Inc. (Seller) Used Sale Agreement Terms and Conditions which can be viewed on the following pages of this document. Applicable taxes will be added to Contract Sum unless a proper form of exemption is provided.

Buyer Signature:

Title:

Date:

PO #:

Seller Signature:

Title:

Date:



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Laplace, LA 70068-5997

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Your Satellite Sales Representative:

Christopher Nicolay

Email: christophern@satelliteco.com

Contract Date: 10/09/2024

Contract No.: RQ300607

Page: 2

Used Sale Agreement

This Sale Agreement is entered into on 10/09/2024, ("Effective Date"), by and between Satellite Shelters, Inc., with its principal place of business at 2530 Xenium Lane North, Suite 150, Minneapolis, MN 55441, ("Seller") and Ethos Contracting Group LLC ("Buyer") a [STATE OF ORGANIZATION] [corporation/LLC/ [OTHER ENTITY]], with offices located at PO Box 2425 Starkville, MS 39760, . Seller and Buyer are periodically referred to as the "Parties."

1. Attachments

Expressly incorporated in and made part of this Agreement by reference are the following documents relating to this Equipment sale, when applicable:

- a. Pricing Summary dated ("Pricing Summary").
- b. Floor Plan dated ("Floor Plan")
- c. Specifications dated ("Specification").
- d. Delineation of Responsibilities (DOR) dated ("DOR").

Further, this Agreement may contain schedules and/or amendments which are specifically incorporated into this Agreement.

2. Equipment

"Equipment" as used in this Agreement is that equipment specifically set forth and identified in the Specifications.

3. Schedule

Unless detailed by an attached schedule, the date/timeframe by which the Equipment must be substantially completed ("Substantial Completion") is set as **10/16/2024** after final plan approval by Buyer (and/or local authorities as applicable), and receipt of applicable permits. This Agreement's start date is when: (1) Seller receives all deposits, (2) the Agreement is executed, and (3) the drawings are approved

4. Payment

In consideration of Seller furnishing the Equipment, the Buyer must pay to the Seller the sum of **\$2,800.00**, subject to such additions or deductions relative to changes which may be agreed upon between the Parties in writing.

Payment must be made to Seller:

PO Box 860700

Minneapolis, Minnesota 55486-0700

100% of the total contract price with this signed Agreement and prior to delivery and set-up.

If the delivery of the Equipment requires more than one shipment, Seller may, at its option, render separate invoices for each shipment. If any shipment is delayed, Buyer's obligation for the remainder of the Equipment is not affected.

5. Taxes

In addition to the invoice payments, Buyer must pay all costs, expenses, fees, and charges incurred in connection with the Equipment and the use and operation of the Equipment; servicing costs, sales taxes, personal property, and other ad valorem taxes; and all assessments and other governmental charges whatsoever and by whomsoever payable on the Equipment, or on the use, ownership, possession, shipment, transportation, delivery, or operation of the Equipment. All applicable taxes will be included as a separate line item on the invoice at time of billing and be the responsibility of the Buyer.

6. Delivery

Seller's delivery of the Equipment may be subject to delays in manufacture or delivery due to fire, flood, windstorm, riot, civil disobedience, strike, freight embargoes, failure to secure materials from the usual source of supply, Act of God, delays by regulatory authorities, delays caused by COVID-19 or any epidemic/pandemic, or any other circumstances beyond Seller's control which prevents the manufacture of the Equipment or of deliveries in the normal course of business.

Seller will not be liable to Buyer for any damages, failure, or delay in obtaining the Equipment or delivering the Equipment. By taking delivery of the Equipment, Buyer acknowledges that the Equipment is in good operating order, repair, working condition and is fit for the purpose for which it is purchased.

7. Site Preparation

Buyer is solely responsible for any and all materials, labor, and site preparation, including any third-party professional review of the site.

The site selection and suitability are solely the responsibility of Buyer. The site must be level (1' in 70') and clear of obstructions above and below the ground. Seller is not responsible for subsurface or concealed conditions, or settling of the Equipment for improper foundation, drainage, or soil bearing. Buyer warrants that it owns, or has the right to construct buildings on, or the right to place Equipment on, the property upon which the Equipment as described in this Agreement is to be delivered. Seller is not responsible for encroachments of any type.

Buyer warrants that the Equipment will not violate any zoning restrictions or other laws, and Buyer agrees to indemnify and hold the Seller harmless from all loss or damage or liability which may result by reason of the site selection or site preparation.

8. Local Laws

Buyer is solely responsible for compliance with applicable local building codes, for obtaining any type of building permits, zoning approvals, and licenses that may be required on the project, and for payment of state and local taxes which may be applicable to the sale covered by this Agreement. Seller assumes no responsibility for compliance with local codes, code upgrades, or similar.

9. Indemnification

Except for any damages caused by the negligent or willful actions of Seller, its agents or employees, Buyer indemnifies Seller and holds Seller, its



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Laplace, LA 70068-5997

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Your Satellite Sales Representative:
Christopher Nicolay
Email: christophern@satelliteco.com
Contract Date: 10/09/2024
Contract No.: RQ300607
Page: 3

agents, and employees, harmless of and from any and all losses, damages, claims, demands, or liability of any kind or nature whatsoever, including legal expenses and attorney's fees arising from or related to the installation, use, condition, or operation of the Equipment, and by whomsoever used or operated.

10. Cross-Default

Seller and Buyer may supplement this Agreement with schedules and amendments. In addition, Seller and Buyer may enter into additional lease agreements or sale agreements with each other. A default under this Agreement also constitutes a default under every other agreement the Parties may have with each other. Further, a default under any agreement between Seller and Buyer constitutes a default under this Agreement.

11. Buyers Obligations

Buyer agrees not to interfere with the progress of the work, and not to occupy any portion of the Equipment until all terms and conditions of this Agreement are fulfilled by both Parties. Buyer further agrees not to permit any workers, other than those of Seller, to work at or in the immediate vicinity of the Equipment, without Seller's written consent, until Seller's work on the Equipment is completed. Should any workmen, or contractors or sub-contractors of Buyer perform any such work, Buyer will furnish to Seller in writing their names before such work is recommended. Buyer agrees to pay Seller for any damage that may be caused by anyone other than workers or sub-contractors of Seller, by reason of disturbing or damaging concrete forms, grade finishing or any construction work or installation in progress whatsoever. No charge for labor or material furnished by Buyer is allowed as a credit under this Agreement unless authorized in writing by Seller prior to such labor or materials being furnished.

12. Purchase Money Security Interest

To secure payment by Buyer to Seller of the purchase price of goods sold, or to be sold, from time to time, to Buyer by Seller, together with all other charges and liabilities arising from time to time due to Seller from Buyer in connection with any such sale and hereunder (collectively the "Indebtedness"), Buyer hereby grants to Seller a continuing security interest and purchase money security interest in all the following property (herein the "Collateral") wheresoever the same may be from time to time located.

13. Insurance

Buyer, at Buyer's cost and expense, must immediately procure and keep in full force the insurance described in this section naming Seller as the certificate holder until such time as Buyer has paid to Seller all sums due and owing under this Agreement and Seller completes all work contemplated or required under this Agreement or the DOR.

Buyer must procure all-risks insurance covering Seller, as an additional insured and loss payee, for loss of or damage to the Equipment on a full replacement cost basis. At a minimum, such insurance must cover, and must not exclude, loss or damage caused by fire, lightning, explosion, windstorm, hail, riot, civil commotion, vandalism, sprinkler leakage, volcanic action, falling objects, weight of snow, ice or sleet, water damage, flood, earthquake or other earth movement, and collapse. The limits of such insurance, if any, applicable to the Equipment must be no less than the full contract payment price stated herein.

Buyer must procure liability insurance covering Seller, as an additional insured, for sums Seller becomes obligated to pay because of bodily injury, property damage, or personal and advertising injury to third parties, and for medical expenses to third parties, arising out of, in whole or part, the construction, use or condition of Seller's Equipment, or any portion thereof. The limits of such insurance must be, at a minimum, \$1,000,000 per occurrence.

The insurance policies required under this section must each have a maximum deductible or self-insured retention of \$5,000, for which Buyer is responsible, must be primary over any policies of Seller, must contain provisions stating Buyer, and its insurer, waive all subrogation rights against Seller, and must contain provisions stating that the policies cannot be cancelled or allowed to expire until at least 30 days' prior written notice to Seller. Prior to delivery of the Equipment, Buyer must provide Seller with Certificates of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

14. Default

If any act or thing required of Buyer under this Agreement is not done and performed in the manner and at the times required by this Agreement, Buyer will be held in default, and all amounts due under the terms and conditions of this Agreement will be payable immediately by Buyer to Seller, without demand by Seller. Seller may take possession of the Equipment and is authorized by Buyer to enter upon any premises of Buyer without notice for the purpose of taking possession of the Equipment. Repossession by Seller or the surrender of the Equipment to Seller will not affect the right of Seller to recover from Buyer any and all damages which Seller may have sustained by reason of the breach of any of the covenants, terms, or conditions of the Agreement.

15. Repossession

BUYER ACKNOWLEDGES THAT SELLER HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD BUYER BE IN DEFAULT OF ITS OBLIGATIONS UNDER THIS AGREEMENT. BUYER WAIVES ANY RIGHT TO REQUIRE SELLER TO GIVE BUYER NOTICE AND A JUDICIAL HEARING BEFORE EXERCISING SUCH RIGHT OF REPOSSESSION.

16. No Warranty

This Equipment is used and is being sold with no warranty.

THE EQUIPMENT IS BEING SOLD USED, IN 'AS IS' CONDITION, WITHOUT A WARRANTY OF ANY KIND. SELLER MAKES AND BUYER



3700 US Hwy 51
Laplace, LA 70068-5997

Satellite Shelters, Inc.

Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 985-651-4275

Mobile: (985) 379-6569

Your Satellite Sales Representative:

Christopher Nicolay

Email: christophern@satelliteco.com

Contract Date: 10/09/2024

Contract No.: RQ300607

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RECEIVES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY, OR INDIRECTLY, EXPRESS, OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND SELLER EXPRESSLY EXCLUDES ALL WARRANTIES AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, QUALITY, OR PERFORMANCE OF THE EQUIPMENT.

17. Disclaimer; Limitation of Liability

Seller has no liability whatsoever to Buyer for any indirect, consequential, incidental, or punitive damages, costs, or expenses, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, OR BUSINESS INTERRUPTION, WHETHER FOR BREACH OF CONTRACT, TORT, OR UNDER ANY OTHER LEGAL THEORY, WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT MAY SELLER'S LIABILITY TO BUYER UNDER THIS AGREEMENT EXCEED THE ACTUAL AMOUNTS PAID BY BUYER TO SELLER UNDER THIS AGREEMENT FOR THE EQUIPMENT.

18. Attorney's Fees and Cost

If Buyer defaults under this Agreement, Seller is entitled to recover from Buyer, in addition to all other items of damages, all costs and expenses, including court costs and reasonable attorney's fees incurred by Seller to enforce its rights and remedies under this Agreement.

19. Interest and Late Charges

If payment is not received on the due date indicated on an invoice, to compensate Lessor for damages caused by Lessee's failure to pay on time, Lessee must pay interest on all late payments in an amount equal to the lesser of: (a) one and one-half percent (1½%) per month, or (b) the maximum percentage allowed by law, calculated daily and compounded monthly.

20. Miscellaneous

Time is of the essence regarding this Agreement. This Agreement may be signed in any number of counterparts, and each constitutes a duplicate original. The Parties agree to execute, or if required, acknowledge such further counterparts of this Agreement or any other documents as may be necessary to comply with the provisions of any applicable law at any time in force which requires the recording of filing of this Agreement or a copy of this Agreement in any public office of the United States or any state or political subdivision, and agrees to pay the fees or charges imposed by law for any such mandatory filing or recording as well as the amount of any stamps or documentary taxes, federal or state, levied or assessed on this Agreement.

This Agreement was jointly drafted by the Parties, and the Parties agree that neither should be favored in the construction, interpretation or application of any provision or any ambiguity. There are no unwritten or oral agreements between the Parties. This Agreement, those documents specifically set forth in section 1, and any schedules or amendments, constitute the entire understanding and agreement between Seller and Buyer with respect to the sale of the Equipment superseding all prior agreements, understandings, negotiations, discussions, proposals, representations, promises, commitments, and offers between the Parties, whether oral or written. No provision of this Agreement may be deemed waived, amended, discharged, or modified orally or by custom, usage, or course of conduct unless such waiver, amendment or modification is in writing and signed by an officer of each of the Parties. Provisions of this Agreement are severable, and the invalidity of any provision does not affect the validity of any other provision. This Agreement is primary over any other terms or purchase order issued by Buyer.

This Agreement, any proposal, schedule(s), attached riders, and any documents or instruments issued or executed under this Agreement will have been made, executed, and delivered in, and governed by the internal laws (as opposed to conflicts of law provisions) and decisions of, the State of Minnesota. Seller and Buyer consent to the exclusive jurisdiction of any local, state, or federal court located within. Venue must be in Minnesota, and Buyer waives local venue and any objection relating to being an improper venue to conduct any proceeding relating to this Agreement. Provisions of this Agreement are severable, and the invalidity of any provision will not affect the validity of any other provision.

It is the policy of Satellite Shelters, Inc. not to discriminate against any employee or applicant for employment because he or she is an individual with a disability or a protected veteran. We encourage you to do the same.

21. Cancellation Policy

It is expressly understood and agreed that if Buyer should terminate this Agreement at any time before delivery of the Equipment, Buyer must pay to Seller 100 percent of the purchase price as set forth in Section 4 ("Cancellation Fee"). This Cancellation Fee is required because Seller will incur damages that are difficult to ascertain as a result of such termination.

MCKEE PARK

Contact: Taylor Conn (601) 383-4417
Email: taylor@mckeeconstruct.com



<u>CO 003 Revised Grading</u>	Quantity	Units	Rate		Total
<u>Line Item</u>					
Equipment	1	LS	\$	36,731.60	\$ 36,731.60
Labor	1	LS	\$	12,600.00	\$ 12,600.00
Material	1	LS	\$	-	\$ -
Subcontractor	1	LS	\$	-	\$ -
				Sub Total	\$ 49,331.60
				Markup	15%
				Bond	1.2%
				Total	\$ 57,323.32

NOTES:

COR # 23807 - MC

McKee Construction Will provide GPS Models for our equipment

All Subgrades are to be completed to +/- 0.10'

SCOPE OF WORK:**Revised Grading**

- Includes regrading per plan sheet sent on 10-24-2024
- Price is based on moving 7,779 CY on site
- Price is based on relocating topsoil stockpile
- Additional Days (7)

CLARIFICATION ON ALL WORK:

- Price is good for 30 days from above date
- Pricing is subject to change pending ongoing revisions to plans
- Price is only for items specifically included in the scope of work above
- Price excludes MS sales tax and bond
- Price excludes all erosion controls, temporary / permanent, unless noted above
- Price excludes layout, testing and as-built drawings
- Price excludes any/all construction permits, tap fees, meter fees, etc.
- Price excludes any allowances and/or contingencies
- Price excludes haul-off spoils by others
- Price excludes any provions for damage to or relocation of existing utilities
- Price excludes any and all removal/replacement/relocation for utilities not specifically included in above scope of work
- McKee Construction will be allowed to price any additional work from unforeseen conditions prior to continuing work



P.O. Box 8009
Meridian, MS 39303

Telephone: (601) 621-4690
Fax: (601) 626-0209

October 10, 2024

To: Caleb Buckner
Ethos Contracting

From: Jeremy Chaney
Estimator/Project Manager
R & W Electric Co.

Reference: McKee Park Improvements
Starkville, MS

Subject: PCO to Disconnect and Reconnect the Jobsite Trailer
C.O.R.: Mississippi Certificate of Responsibility Number 25183-MC

Caleb,

The price below is to disconnect and reconnect the power to the jobsite trailer. Our price is based off the temporary pole being reset in the same orientation to the trailer as it is now.

Items 'not' included:

- Removing and resetting of the wood pole

Total: \$1,175.00

Please feel free to contact me if you have any questions or concerns. My cell phone number is 601-513-4114.

Thank you,

Jeremy Chaney
Estimator/Project Manager



Proposal

Ambiance Landscape

Client Name: Ethos Contracting

Project Name: McKee Park Additional Seeding

Jobsite Address: Mississippi

Billing Address: Mississippi

Estimate ID: EST4990447

Date: Oct 21, 2024

Mississippi Certificate of Responsibility: 17154-SC

Bureau of Plant Industry Registered Technician: License No. 34777

Mississippi Horticulture Weed Control ID No. 42456

Louisiana Board of Contractors: Landscaping, Grading and Beautification 68635

Louisiana Horticulture License 18-3845

Arkansas Commercial Contractor 0347020517 **ID#** 36252

ICPI certified LVL1-0313142012

Hydroseeding Option

\$16,548.33

Hybrid Bermuda seed will be applied via hydroseed in the additional areas to be seeded (Approximately 81,000 sf).

Includes:

- o Fine grading
- o Hybrid Bermuda seed
- o Hydromulch
- o Water soluble fertilizer
- o Tackifier
- o P&P Bond

~~Dry Seeding Option~~

~~**\$13,600.25**~~

Hybrid Bermuda seed will be hand spread in the additional areas to be seeded (Approximately 81,000 sf).

Includes:

- o Fine grading
- o Hybrid Bermuda seed
- o Starter fertilizer
- o Wheat straw
- o P&P Bond

7 Bag Seed- Hulled Bermuda Grass - 50
lbs

8 Bag Fertilizer- 32-5-7 - 50lbs

100 Each

Mulch- Wheat Straw - bale

Subtotal	\$30,148.58
Taxes	\$0.00
Estimate Total	\$30,148.58

1. **Bid is per specs and drawings received**
2. **Due to increases in material prices and freight, pricing is only good for 30 days.**
3. **Any invoice not paid in full within the agreed upon terms will be subject to a 2% finance charge per 15 day period payment is late**
4. **All work includes a one (1) year warranty on all plants purchased and installed by Ambiance Landscape, provided a sufficient automatic watering system is in place at time of landscape installation. Transplanted plants, perennials and annuals are not guaranteed.**
5. **Additional work outside the scope of work included in this bid will be billed at a rate of \$45.00 per man hour and will require a change order. Materials will be added as well.**
6. **All grading proposed assumes rough grading is complete and within a 2% finish grade. All additional grading will be charged at a rate of \$65.00 per man hour plus equipment charges and will require a change order. Materials will be added as well.**
7. **Irrigation pricing does NOT include: water meter or fees, power to controller, sleeves or boring, or hot tap**

Estimate authorized by: _____
Company Representative

Signature Date: _____

Estimate approved by: _____
Customer Representative

Signature Date: _____



October 16th, 2024

Mr. Owen Harris, PLA
Kimley Horn
6750 Poplar Ave.
Memphis, TN 38138

Project: McKee Park Improvements
Subject: PCO #002 – Credit Back to Owner for Entrance Sidewalk Undercut

Dear Mr. Harris,

Ethos Contracting Group, LLC (ECG) is submitting the attached Potential Change Order (PCO) for the credit back to the owner for not undercutting the entrance sidewalk.

ECG is requesting zero (0) day(s) extension to Contract Time.

If you should have any questions, please do not hesitate to contact our office. We appreciate your consideration.

Sincerely,

Jacob B. Forrester, P.E.
President
Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760
662-428-6514

Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760
www.ethoscgp.com
Phone: 662-418-6514



PROJECT:	<u>McKee Park Renovation</u>	PCO#:	2
ARCHITECT:	<u>Kimley Horn and Associates</u>		
RFI #:	<u>6</u>	DATE:	10/16/2024
PAY ITEM	<u>Credit Back to Owner for Entrance Sidewalk Undercut</u>		\$ (2,612.34)
Time Extension:	<u>0 Days</u>		

McKee Construction

NAME	QTY	UOM	PRICE	COST
Credit Back	120	CY	\$ (20.00)	\$ (2,400.00)
SUBTOTAL SUBCONTRACTORS				\$ (2,400.00)

SCOPE

Price includes the credit back to the owner for 120 yards of sidewalk 1' buffer.

SUBTOTAL - SUBCONTRACTED WORK	\$ (2,400.00)
Insurance (-1%)	\$ (24.00)
Bonds, Overhead, and Profit (-4%)	\$ (96.96)
Taxes (-3.625%)	\$ (91.38)
TOTAL COST	\$ (2,612.34)

Jacob Forrester, President
Ethos Contracting Group, LLC



October 11th, 2024

Mr. Owen Harris, PLA
Kimley Horn
6750 Poplar Ave.
Memphis, TN 38138

Project: McKee Park Improvements
Subject: PCO #004 – Project Sign for Groundbreaking Ceremony

Dear Mr. Harris,

Ethos Contracting Group, LLC (ECG) is submitting the attached Potential Change Order (PCO) for the additional project sign for the groundbreaking ceremony. The scope includes all costs associated with buying and installing the additional project sign for the groundbreaking ceremony.

ECG is requesting zero (0) day(s) extension to Contract Time. ECG reserves the right to request additional time if further delayed awaiting formal authorization to proceed.

If you should have any questions, please do not hesitate to contact our office. We appreciate your consideration.

Sincerely,

Jacob B. Forrester, P.E.
President
Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760
662-428-6514

Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760
www.ethoscg.com
Phone: 662-418-6514



PROJECT:	McKee Park Renovation	PCO#:	4
ARCHITECT:	Kimley Horn and Associates		
RFI #:		DATE:	10/11/2024
PAY ITEM	Project Sign for Ground Breaking Ceremony	\$	616.26
Time Extension:	0 Days		

Ethos	NO.	REG HRS	TOT HRS	BASE RATE	R/T + O/T
	0	0	0	\$ 60.00 /mh	\$ -
Skilled Laborer	1	2	2	\$ 55.00 /mh	\$ 110.00
Laborer	0	0	0	\$ 50.00 /mh	\$ -
			2		
SUBTOTAL LABOR					\$ 110.00

MATERIAL

ITEM	TAXABLE	QTY	UOM	PRICE	COST
4x4 Post		2	Ea.	\$ 15.78	\$ 31.56
2x4 Studs		2	Ea.	\$ 9.73	\$ 19.46
		0		\$ -	\$ -
	7.00%	SALES TAX			\$ 3.57
SUBTOTAL MATERIAL					\$ 54.59

Sign Manufacturer

NAME	QTY	UOM	PRICE	COST
Material	1	LS	\$ 320.00	\$ 320.00
Taxes	1	LS	7.00%	\$ 22.40
SUBTOTAL SUBCONTRACTORS				\$ 342.40

SCOPE

Price includes the cost associated with the new sign for the ground breaking ceremony.

SUBTOTAL - SELF PERFORMED WORK	\$ 164.59
SUBTOTAL - SUBCONTRACTED WORK	\$ 342.40
Insurance (2%)	\$ 10.14
Bonds, Overhead, and Profit (15%)	\$ 77.57
Taxes (3.625%)	\$ 21.56
TOTAL COST	\$ 616.26

Jacob Forrester, President
Ethos Contracting Group, LLC

GENTRY SIGNS

EST. 1950

P.O. BOX 494 • STARKVILLE, MS • 662-323-3652

INVOICE

Gentry Signs

P.O. Box 494

Starkville, Mississippi 39760

United States

662-323-3652

BILL TO
Ethos Contracting Group

Invoice Number: GS115394

P.O./S.O. Number: SHS

Invoice Date: October 1, 2024

Payment Due: October 1, 2024

Amount Due (USD): \$342.40

Product/Service	Quantity	Price	Amount
48" X 64" Aluminum Composite Sign 48" x 64" Aluminum Composite Sign - 3mm or 1/8" thick - full color print - as specified by file - 1-sided Not installed RUSH ORDER - 10%	1	\$320.00	\$320.00

Subtotal: \$320.00

Sales Tax 7%: \$22.40

Total: \$342.40

Amount Due (USD): \$342.40

A family tradition of professional quality signs. Serving the Golden-Triangle area since 1954.



October 11th, 2024

Mr. Owen Harris, PLA
Kimley Horn
6750 Poplar Ave.
Memphis, TN 38138

Project: McKee Park Improvements
Subject: PCO #006 – Additional Padding for Play Equipment

Dear Mr. Harris,

Ethos Contracting Group, LLC (ECG) is submitting the attached Potential Change Order (PCO) for additional padding for play equipment. The scope includes adding a second layer of base padding in the 5-12 play area where the play structure tower exceeds an 8' fall height.

ECG is requesting one (1) day(s) extension to Contract Time. ECG reserves the right to request additional time if further delayed awaiting formal authorization to proceed.

If you should have any questions, please do not hesitate to contact our office. We appreciate your consideration.

Sincerely,

Jacob B. Forrester, P.E.
President
Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760
662-428-6514

Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760
www.ethoscgp.com
Phone: 662-418-6514



PROJECT:	<u>McKee Park Renovation</u>	PCO#:	6
ARCHITECT:	<u>Kimley Horn and Associates</u>		
RFI #:		DATE:	10/11/2024
PAY ITEM	Additional Padding for Play Equipment		\$ 2,043.87
Time Extension:	<u>1 Days</u>		

Strickly Green Grass

NAME	QTY	UOM	PRICE	COST
Bonded Sub	1	EA	48.98	\$ 48.98
Material	1	LS	\$ 1,282.50	\$ 1,282.50
Labor	1	LS	\$ 350.00	\$ 350.00
SUBTOTAL SUBCONTRACTORS				\$ 1,681.48

SCOPE

Price includes the cost associated with adding additional base material for areas greater than 8' in fall height on the playground equipment.

SUBTOTAL - SELF PERFORMED WORK	\$ -
SUBTOTAL - SUBCONTRACTED WORK	\$ 1,681.48
Insurance (2%)	\$ 33.63
Bonds, Overhead, and Profit (15%)	\$ 257.27
Taxes (3.625%)	\$ 71.50
TOTAL COST	\$ 2,043.87

Jacob Forrester, President
Ethos Contracting Group, LLC



SYNLawn Mississippi
17521 Telge Rd. Ste. B
Cypress, TX 77429

Proposal #48226
Created: 10/07/2024
From: Andrew Rogers

SYN L A W N®

Proposal For

Location

Ethos Contracting Group

Starkville, Mississippi 39760

This job requires a deposit of \$883.59

Padding Change Order

Terms

Due on receipt

ITEM DESCRIPTION

QUANTITY

UNIT PRICE

AMOUNT

Brock Play 2"

Brock Play 2"

375 SQ FT

\$ 3.42

\$ 1,282.50

Installation Labor

Installation Labor

1 SQ FT

\$ 350.00

\$ 350.00

Balances not paid by the due date are subject to late fees. All proposals expire 30 days after the proposal date.

Signature

x

Date:

Please sign here to accept the terms and conditions

SUBTOTAL

\$ 1,632.50

~~SALES TAX~~

~~\$ 134.68~~

~~TOTAL~~

~~\$ 1,767.18~~

~~DEPOSIT AMOUNT (50.0%)~~

~~\$ 883.59~~

Payments as low as \$0/month

[Learn more](#)

Sales Reps

Andrew Rogers

Mobile: 601-473-1660

andrew.rogers@synlawn.com

Sales Tax not
Applicable since
GC has MPC.



TERMS & CONDITIONS

THIS AGREEMENT ("Agreement") is made by and between Strickly Green Grass, LLC ("Contractor") and owner(s). Whereby Contractor and Owner, for the consideration set forth herein, agree to the following:

Article 1. Contract Payment - Owner shall pay Contractor for the material and labor performed under the Agreement, plus applicable taxes, subject to additions and deductions, pursuant to authorized change orders. Payment is due in two (2) equal non-refundable installments as follows:

1. 50% deposit paid on the day this Agreement is made.
2. 50% upon substantial completion of the terms of this Agreement by Contractor.

You will be charged 18% per annum interest compounded monthly on all unpaid amounts due under terms in this Agreement. If your bank does not honor a payment by check, you will be charged a Fifty Dollar (\$50.00) bounced check fee. If Contractor is forced to pursue payment through legal means, you will be responsible for all interest, court costs and attorney's fees incurred by Contractor.

If a project total is \$20,000 or greater, 50% deposit will be required, 25% progress payment will be expected when material is delivered to site and then final 25% payment will be collected upon substantial completion of the terms of this Agreement by Contractor.

Article 2. Amendments – Any and all Agreements by the parties that amend, change, or revise the Agreement shall be binding even if such amendments may lack formal legal consideration, provided such agreements are in writing and executed by both parties. If there is a charge for such amendment, change, or revision, the additional charge will be added to the contract price of this Agreement.

Article 3. Breach - Any failure to make payment when due, shall be deemed a material breach of the Agreement. Contractor will cease work without breach on its part pending resolution of any dispute, including non-payment. Except for Contractor's lien rights, All Disputes hereunder shall first be attempted to be resolved through mediation in accordance with the mediation rules of the American Arbitration Association.

Should mediation be unsuccessful, then the Parties are free to pursue legal remedies under Texas law in the courts of Houston, Harris County, Texas.

Article 4. Entire Agreement - This Agreement, the estimate, and client expectations, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous proposals, or agreements, oral, written, and all negotiations, conversations, or discussions hereto between the parties related to the subject matter of this Agreement.

Article 5. Validity- If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination the remainder of this Agreement shall remain in full force and effect provided the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this agreement.

Article 6. Applicable Law - This Agreement shall be construed in accordance with the laws of the State of Texas and venue for any legal proceeding shall be Houston, Harris County, Texas.

Article 7. Miscellaneous - In addition, the following general provisions shall apply:

1. All work shall be completed in a professional workmanlike manner.
2. Contractor warrants it is adequately insured for all injury to Contractor's employees and other incurring loss or injury as a result acts of the Contractor or Contractor's employees and subcontractors during installation.
3. Contractor agrees to leave the premises in a broom clean condition.
4. Contractors will not be liable for any delay due to circumstances beyond its control including weather, casualty, or general unavailability of material. Customer is required to notify Contractor of a cancellation or postponement 24 hours prior to final installation which is subject to a \$500 cancellation/postponement fee that will be added to the final balance due. Merchandise returned will be subject to a 10% restocking fee. Special ordered merchandise that is custom made is non-refundable.
5. Warranty: SYNLawn turf carries a limited lifetime warranty as specified under the SYNLawn warranty at www.synlawn.com.

The installation is warranted for two (2) years from date of completion.
6. Self-install disclaimer: Upon taking possession of product, SYNLawn is not liable for any damage incurred to the product as a result of transporting the product. This also includes any damage made to any vehicle used in the transporting of such product.
7. Contractor will attempt, by all means, to protect personal property, lawn, shrubs, plants, landscaping, landscape lighting, cable lines, irrigation heads and lines, and areas of ingress/egress during the installation process. Even though Contractor will do their best to protect these areas, damage may occur in some instances, and contractor cannot be held responsible for damage(s) and/or repair.
8. Unless specified in the Agreement, it is not within the job scope to move, replace, or repair piping, or sprinklers. Hidden objects and conditions are not the responsibility of the Contractor. Contractor cannot avoid them in the process of installing SYNLawn. Owner is responsible for ensuring utilities, irrigation piping and sprinklers will not interfere with installation process and is responsible for any damage and/or repairs.
9. Owner is solely responsible for obtaining all required approvals including, but not limited to Homeowners Association approval prior to the installation. Failure of Homeowner to obtain any or approvals is not grounds for non-payment.



CLIENT EXPECTATIONS

Thank you for choosing SYNLawn. We appreciate the trust you have put in our business and look forward to showing you why we are the number one synthetic grass company in the nation. In order to provide you with the best possible experience for your home or commercial improvement project, we would like to provide you with some important and helpful information. If you have any questions regarding the information you are being given in this document, please do not hesitate to call our office.

- Installation dates are set upon receipt of initial deposit, along with receipt of your signed proposal, Terms and Conditions, and Client Expectations. Please be advised that SYNLawn will do its best to accommodate scheduled installations but weather, casualty, scheduling conflicts, and general delays in material prevents SYNLawn from guaranteeing installation dates.
- Please expect your installation to take a day or more depending on the size of the job and the services you have ordered.
- When we plan your job we select and cut turf from the same dye lot. Please note that if you choose to add more turf while crews are on site or decide to add turf to your project after the job has been completed; we cannot guarantee that we will have a matching dye lot in stock. Make sure that all services that are to be completed by our crews are written in your contract. The crews will only perform work that appears in the contract and any additional work being requested on the job site will incur additional charges.
- Seams - Our SYNLawn professional crews work hard to hide any seams that may be needed in your project but we do not guarantee that seams will be 100% invisible.
- Pets - We do our best to recommend the appropriate synthetic grass products and after care instructions to our clients with pets. Recommendations include:
 - Choosing a synthetic turf product designed for medium to heavy traffic
 - Choosing an Antimicrobial Infill (Envirofill) as a top-coat infill
 - Please note that SYN Lawn cannot guarantee that pet odors will not develop over time.
- Temperature - Synthetic turf does not stay as cool as natural sod. During extreme temperatures the surface temperature of synthetic turf will get hot.
- Expansion and contraction - Synthetic turf can expand as temperatures rise and contract as the temperatures drop. We do everything possible to keep this at a minimum, but we cannot guarantee that ripples in the turf or gaps at the transitions won't develop. This is not something that is covered under your installation warranty.
- Reflective issues - Window reflections can damage your turf. Although we mostly see this in South, Southeast, and Eastern facing windows; any window reflection has the potential to reflect a high temperature that can melt your turf. Solar screens can prevent this from occurring and should be considered if you think you may have a window that will reflect on your synthetic grass. **Melting of Turf is NOT covered under your warranty.**

- Our crew leader will do a final inspection of the project to ensure quality of workmanship. We encourage you to participate in the final inspection, although we do not require you to be at the project location the final day of the installation. You will be asked to sign a certificate of completion on the final day of your project. This signed document is required before your turf can be registered and before your warranty can begin.
- Final payment will be due on the scheduled last day installation. You will be sent an invoice to pay from. If you paid by cash, please make sure that you get with your project administrator for instructions.



October 11th, 2024

Mr. Owen Harris, PLA
Kimley Horn
6750 Poplar Ave.
Memphis, TN 38138

Project: McKee Park Improvements
Subject: PCO #007 – Unsuitable Subgrade for New Parking Lot

Dear Mr. Harris,

Ethos Contracting Group, LLC (ECG) is submitting the attached Potential Change Order (PCO) for unsuitable subgrade for new parking lot. The scope includes excavating and replacing 225 cubic yards of unsuitable dirt where existing tree stumps were found in the undercut of the new asphalt parking lot.

ECG is requesting zero (0) day(s) extension to Contract Time. ECG reserves the right to request additional time if further delayed awaiting formal authorization to proceed.

If you should have any questions, please do not hesitate to contact our office. We appreciate your consideration.

Sincerely,

Jacob B. Forrester, P.E.
President
Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760
662-428-6514

Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760
www.ethoscgp.com
Phone: 662-418-6514



PROJECT:	<u>McKee Park Renovation</u>	PCO#:	7
ARCHITECT:	<u>Kimley Horn and Associates</u>		
RFI #:		DATE:	10/11/2024
PAY ITEM	<u>Unsuitable Subgrade for New Parking Lot</u>	\$	6,819.82
Time Extension:	<u>0 Days</u>		
	Unit Price Adjustment Per Contractual Terms		

Unit Cost

ITEM	QTY	UOM	PRICE	COST
Remove Unsuitable Subgrade	225	CY	\$ 10.00	\$ 2,250.00
Replacement of Materials for Unsuitable Subgrade	225	CY	\$ 15.00	\$ 3,375.00
	SUBTOTAL MATERIAL			\$ 5,625.00

SCOPE

Price includes the cost associated with taking out the unsuitable dirt areas and replacing the material with new dirt.

SUBTOTAL - SELF PERFORMED WORK	\$ 5,625.00
SUBTOTAL - SUBCONTRACTED WORK	\$ -
Insurance (2%)	\$ 112.50
Bonds, Overhead, and Profit (15%)	\$ 843.75
Taxes (3.625%)	\$ 238.57
TOTAL COST	\$ 6,819.82

Jacob Forrester, President
Ethos Contracting Group, LLC



October 11th, 2024

Mr. Owen Harris, PLA
Kimley Horn
6750 Poplar Ave.
Memphis, TN 38138

Project: McKee Park Improvements
Subject: PCO #008 – Asphalt Demolition in North Parking Lot

Dear Mr. Harris,

Ethos Contracting Group, LLC (ECG) is submitting the attached Potential Change Order (PCO) for asphalt demolition in north parking lot. The scope includes saw cutting, removing and hauling off the additional asphalt that was called out in addendum 3 to be removed by the city prior to work beginning.

ECG is requesting two (2) day(s) extension to Contract Time. ECG reserves the right to request additional time if further delayed awaiting formal authorization to proceed.

If you should have any questions, please do not hesitate to contact our office. We appreciate your consideration.

Sincerely,

Jacob B. Forrester, P.E.
President
Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760
662-428-6514

Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760
www.ethoscgp.com
Phone: 662-418-6514



PROJECT:	McKee Park Renovation	PCO#:	8
ARCHITECT:	Kimley Horn and Associates		
RFI #:	23	DATE:	10/11/2024
PAY ITEM	Asphalt Demolition in North Parking Lot		\$ 16,829.39
Time Extension:	2 Days		

Ethos	NO.	REG HRS	TOT HRS	BASE RATE	R/T + O/T
Foreman	0	3	0	\$ 60.00 /mh	\$ -
Skilled Laborer	0	3	0	\$ 55.00 /mh	\$ -
Field Staking	1	8	8	\$230.00 /mh	\$ 1,840.00
			8		
SUBTOTAL LABOR					\$ 1,840.00

McKee Construction

	NAME	QTY	UOM	PRICE	COST
	Equipment	1	LS	\$ 5,481.68	\$ 5,481.68
	Labor	1	LS	\$ 2,700.00	\$ 2,700.00
	Subcontractor	1	LS	\$ 2,150.00	\$ 2,150.00
	Markup	1	LS	16%	\$ 1,673.73
SUBTOTAL SUBCONTRACTORS					\$ 12,005.41

SCOPE

Price includes the cost associated with saw cutting, removing and hauling off site the additional asphalt that was called out in addendum 3 to be removed by the city prior to work beginning.

SUBTOTAL - SELF PERFORMED WORK	\$ 1,840.00
SUBTOTAL - SUBCONTRACTED WORK	\$ 12,005.41
Insurance (2%)	\$ 276.91
Bonds, Overhead, and Profit (15%)	\$ 2,118.35
Taxes (3.625%)	\$ 588.72
TOTAL COST	\$ 16,829.39

Jacob Forrester, President
Ethos Contracting Group, LLC

MCKEE PARK

Contact: Taylor Conn (601) 383-4417
 Email: taylor@mckeeconstruct.com



<u>CO 002 Parking Lot Demo</u>	Quantity	Units	Rate	Total
<u>Line Item</u>				
Equipment	1	LS	\$ 5,481.68	\$ 5,481.68
Labor	1	LS	\$ 2,700.00	\$ 2,700.00
Material	1	LS	\$ -	\$ -
Subcontractor	1	LS	\$ 2,150.00	\$ 2,150.00
			Sub Total	\$ 10,331.68
			Markup	15%
			Bond	1.2%
			Total	\$ 12,005.41

NOTES:

COR # 23807 - MC

McKee Construction Will provide GPS Models for our equipment

All Subgrades are to be completed to +/- 0.10'

SCOPE OF WORK:**Parking Lot Demo**

- Includes removing existing asphalt in existing parking lot to allow for new roundabout
- Additional Days (2)

CLARIFICATION ON ALL WORK:

- Price is good for 30 days from above date
- Pricing is subject to change pending ongoing revisions to plans
- Price is only for items specifically included in the scope of work above
- Price excludes MS sales tax
- Price excludes all erosion controls, temporary / permanent, unless noted above
- Price excludes layout, testing and as-built drawings
- Price excludes any/all construction permits, tap fees, meter fees, etc.
- Price excludes any allowances and/or contingencies
- Price excludes haul-off spoils by others
- Price excludes any provisions for damage to or relocation of existing utilities
- Price excludes any and all removal/replacement/relocation for utilities not specifically included in above scope of work
- McKee Construction will be allowed to price any additional work from unforeseen conditions prior to continuing work



October 22th, 2024

Mr. Owen Harris, PLA
Kimley Horn
6750 Poplar Ave.
Memphis, TN 38138

Project: McKee Park Improvements
Subject: PCO #009 – Additional Excavation for Small Pavilion Pads

Dear Mr. Harris,

Ethos Contracting Group, LLC (ECG) is submitting the attached Potential Change Order (PCO) for additional excavation for the small pavilion pads. The scope includes additional excavation, backfill, and compaction to add an additional 7' to the back side of both small pavilions to fit the building pad and have the 5' buffer.

ECG is requesting three (3) day(s) extension to Contract Time. ECG reserves the right to request additional time if further delayed awaiting formal authorization to proceed.

If you should have any questions, please do not hesitate to contact our office. We appreciate your consideration.

Sincerely,

Caleb Buckner
Project Manager
Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760

Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760
www.ethoscgp.com
Phone: 662-418-6514



PROJECT:	<u>McKee Park Renovation</u>	PCO#:	9
ARCHITECT:	<u>Kimley Horn and Associates</u>		
RFI #:	<u>25</u>	DATE:	10/29/2024
PAY ITEM	<u>Additional Excavation for Small Pavilion Pads</u>	\$	7,786.02
Time Extension:	<u>3 Days</u>		

McKee Construction

NAME	QTY	UOM	PRICE	COST
Material	1	LS	\$ 2,020.00	\$ 2,020.00
Equipment	1	LS	\$ 2,750.00	\$ 2,750.00
Labor	1	LS	\$ 800.00	\$ 800.00
Markup	1	LS	15%	\$ 835.50
SUBTOTAL SUBCONTRACTORS				\$ 6,405.50

SCOPE

Price includes the cost associated with excavating an additional 7' to accommodate for the remaining building pad and backfill and compact for both small pavilions. Price also includes regrading berm to make room for the North small pavilion.

SUBTOTAL	\$ 6,405.50
Insurance (2%)	\$ 128.11
Bonds, Overhead, and Profit (15%)	\$ 980.04
Taxes (3.625%)	\$ 272.37
TOTAL COST	\$ 7,786.02

Caleb Buckner, Project Manager
Ethos Contracting Group, LLC

MCKEE PARK

Contact: Taylor Conn (601) 383-4417

Email: taylor@mckeeconstruct.com



<u>CO 006 Revised Building Grades</u>	Quantity	Units	Rate	Total
<u>Line Item</u>				
Equipment	1	LS	\$ 2,750.00	\$ 2,750.00
Labor	1	LS	\$ 800.00	\$ 800.00
Material	1	LS	\$ 2,020.00	\$ 2,020.00
Subcontractor	1	LS	\$ -	\$ -
			Sub Total	\$ 5,570.00
			Markup	15%
			Total	\$ 6,405.50

NOTES:

COR # 23807 - MC

McKee Construction Will provide GPS Models for our equipment

All Subgrades are to be completed to +/- 0.10'

Includes Tax (3.5%) and Bond (1.2%)

Proposal is based per revised drawings received 10/11/2024

SCOPE OF WORK:**Revised Building Grades**

- Includes reshaping Restroom and Entry Pavilion
- Extending two small pavilion pads and reshaping berm
- Additional Days (3)

CLARIFICATION ON ALL WORK:

- Price is good for 30 days from above date
- Pricing is subject to change pending ongoing revisions to plans
- Price is only for items specifically included in the scope of work above
- Price excludes all erosion controls, temporary / permanent, unless noted above
- Price excludes layout, testing and as-built drawings
- Price excludes any/all construction permits, tap fees, meter fees, etc.
- Price excludes any allowances and/or contingencies
- Price excludes haul-off spoils by others
- Price excludes any provisions for damage to or relocation of existing utilities
- Price excludes any and all removal/replacement/relocation for utilities not specifically included in above scope of work
- McKee Construction will be allowed to price any additional work from unforeseen conditions prior to continuing work



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

AGENDA ITEM DEPT.: Parks & Recreation
AGENDA DATE: November 5, 2024
PAGE: Page 1 of 14

SUBJECT:

Consideration of approving a consulting services contract with DD Consulting, LLC for a not to exceed amount of \$36,000.00 for current parks projects.

SUMMARY:

This is proposal is for recreation consulting services for assistance in design and construction review in the areas for operations, maintenance, and programming based on best practice and use for parks standards and safety.

Funding Source: 312-551-600-067 Parks Professional Services

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 a consulting services contract with DD Consulting, LLC for a not to exceed amount of \$36,000.00 for current parks projects.



AGREEMENT BETWEEN DD CONSULTING, LLC AND CITY OF STARKVILLE, MS

THIS AGREEMENT, made and entered into this 1st day of October 2024, at Starkville, MS by and between the City of Starkville, 110 West Main Street, Starkville, MS 39759, hereinafter called "Owner" and

DD Consulting LLC
David D'Aquila
7546 Woodland Drive
Pass Christian, MS 39571

Hereinafter called "Consultant":

BACKGROUND

1. The Owner is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide services to the Owner. (Attachment A & B)
2. The Consultant is agreeable to providing such services to the Owner on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and the mutual benefits and obligation set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner and the Consultant (individually the "Party" and collectively the "Parties" to the Agreement) agree as follows:

SERVICES PROVIDED

1. The Owner hereby agrees to engage the Consultant to provide the following services ("the Services"):

Planning & Review:

1. Provide recreation consulting services to the Owner regarding park development for the parks bond issue based on best practices and use for parks standards and safety.
2. Provide Owner engineering staff with document review, vetting of potential vendor providers and potential value engineering items in different phases of the project.
3. Evaluate equipment, land use and facility improvements provided by architect to ensure development is provided in conjunction with the city's ability to maintain, staff, and provide operations based on best use practices.
4. Work in conjunction with Sports Facility Management (SFM) to determine monetization opportunities through tourism or general use for proposed facilities and ensure proposed improvements account for those opportunities with the appropriate changes prior to bid and installation.
5. Provide stakeholder meetings and input as necessary identified by the Owner to make sure proposed improvements meet both quality of life and sports tourism opportunities.



6. Work as liaison between Owner and SFM to ensure that park improvements and changes fall within the existing scope of work for SFM and improvements that influence existing contract are identified during the design process.

Execution:

1. Consultant to attend requested Owner meetings as requested. Consultant requests seven-day lead time to make appropriate accommodations as necessary but will provide best effort to attend without full notification and shall endeavor to provide options for arrangements (tele-communication, conference call, etc.) if in-person attendance cannot occur.
2. Consultant to provide deliverables and back up documentation based on upon agreed time frames as requested by the Owner.

TERM OF THE AGREEMENT

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and remain in full force and effect until the completion of the Services, subject to the date range provided in item 3 in this section, and subject to early termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
2. If either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.
3. This contract term will be for six (6) months. Beginning November 1, 2022, and continuing through April 30, 2023.
4. If both parties agree, this contract may be extended at the end of the term of the agreement.

COMPENSATION

1. The Consultant will charge the Owner for Services at the rate of \$150.00 per hour (the "Compensation")
2. Based on the timing of deliverables by other parties, time worked monthly may vary. Based on this, the Consultant will agree "not to exceed" total amount of \$36,000 for the length of the contract and monthly billings may reflect for lack of and influx of work.
3. The Consultant will retain associates that will provide additional resources and input based on experience and knowledge related to the field of parks and recreation. Appendix B outlines potential other associates that may be brought in by the Consultant if needed. Their billing rate will be \$150.00 and paid through the Consultant.
4. The Owner will be invoiced monthly on the 20th of the month.
5. Invoices submitted by the Consultant to the Owner are due within 60 days of receipt.
6. Travel and lodging will be included in the compensation package and not billed separately.

CAPACITY/INDEPENDENT CONSULTANT

1. Under this Agreement, it is expressly agreed that the Consultant is acting as an independent Consultant and not as an employee. The Owner does not control the means, methods, or process of work of the Consultant. The Consultant and the Owner acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Owner is not required to pay, or make contributions to, any social security, local, state, or federal tax, unemployment compensation, worker's compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term.



The Consultant is responsible for paying, and complying with reporting requirements for all local, state, and federal taxes related to payments made to the Consultant under this Agreement.

NOTICE

1. All notices, requests, demands or other communications required or permitted by the terms of the Agreement will be given in writing and delivered to the Parties at the following address:
 - a. City of Starkville
110 West Main Street, Starkville, MS 39759
 - b. DD Consulting, LLC
7546 Woodland Drive, Pass Christian, MS 39571

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

MODIFICATION OF AGREEMENT

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ASSIGNMENT

1. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this agreement except as expressly provided by this Agreement.

ENTIRE AGREEMENT

1. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

TITLES/HEADINGS

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.



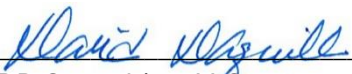
DD Consulting LLC
David D'Aquila
7546 Woodland Drive, Pass Christian, MS 39571
D.D.Consulting@outlook.com

GOVERNING LAW

1. This Agreement will be governed by and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

City of Starkville, MS



DD Consulting, LLC



ATTACHMENT A

DD Consulting David D'Aquila, Certified Parks & Recreation Professional (CPRP)

Certifications:

Certified Parks and Recreation Professional (CPRP) (1995 – 2019, 2020 – Present)
National Incident Management Systems (NIMS) (Levels 100/200/300/400/700/800)

Education & Membership:

Bachelor of Science, Business Administration (Marketing), University of Southern Mississippi, 1989
Master of Education, Adult Education, University of Southern Mississippi, 1993
Former President & Board Member, current member Mississippi Recreation and Parks Association (MRPA)
Former Southern Regional Board Member and current member National Recreation and Parks Association (NRPA)

Professional History:

With a passion for creating recreational experiences and a record of excellence, I founded DD Consulting LLC in 2017 after a rewarding 28-year career in recreation operations. I retired from my position as the Director of Leisure Services for the City of Gulfport, concluding a fulfilling chapter in my career. During my tenure, I had the privilege of leading impactful projects and overseeing a dynamic team.

- * Gulfport Sportsplex: From its original land procurement to its design and construction, I was part of the design team and managed the Gulfport Sportsplex, a thriving hub for sports and leisure activities.
- * Hurricane Katrina Recovery: In the aftermath of Hurricane Katrina, I oversaw the reconstruction and repair of city recreation facilities, including community centers. These efforts restored essential community spaces.
- * Parks Enhancement: I managed the enhancement and development of numerous parks, contributing to the well-being of our community.
- * Marina & Jones Park Renovation: A milestone in my career was the project development and managing of the \$40 million marina and Jones Park renovation, revitalizing a key waterfront area.
- * Project Management: My expertise extends to handling construction projects exceeding \$100 million. I have been involved in every aspect, from design and specifications to on-site project management.
- * Team Leadership: I successfully led a Leisure Services Department with ten divisions, overseeing budgets in excess of \$7.5 million dollars with 105 employees year around employees and up to 150 employees during peak seasons.

Today, I bring this wealth of experience and leadership to DD Consulting LLC, where along with several of my associates, we specialize in helping organizations excel in recreation and leisure services. Whether you are seeking guidance on strategic projects, operational excellence, or team leadership, we are here to make your vision a reality.



Consulting Experience:

City of Gulfport/Sports Facilities Management, MS: Providing professional contract management and consulting services to ensure effective contract administration of the City's agreement with GPTSFM, LLC, for the operation and maintenance of the Gulfport Sportsplex and Goldin Park Sportsplex Facilities (June 2024 – present)

City of Richland, MS: Member of project team with Neel-Schaffer, and Dr. Kim Beason, Re-Create QOL Consultants, LLC to provide Feasibility Study & Business Plan for Recreation Facilities and Sports Tourism City of Richland, MS. (January 2024 – present)

Columbus, MS and Lowndes County, MS: Member of project team with Neel-Schaffer, and the Dr. Kim Beason, Re-Create QOL Consultants, LLC to provide Comprehensive Feasibility Study & Business Plan for Recreation Facilities: Building Economic Diversity Lowndes County, MS (January 2024 – present)

Tuscaloosa, Alabama County Parks and Recreation Authority (PARA): Member of project team with Re-Create QOL Consultants, LLC and Neel-Schaffer, Inc to provide the Tuscaloosa County Parks and Recreation Authority (PARA) with a Strategic Plan. (July 2023 – October 1, 2024)

City of Starkville, MS (Park Improvements Project): Working with City of Starkville Engineering Department in conjunction with Sports Facilities Management (SFM) general manager and staff to review and make recommendations on park development and improvements in conjunction with parks improvement bond. (December 2022 – September 2024)

VisitHattiesburg, Hattiesburg, MS - Consulting with VisitHattiesburg (tourism) and City of Hattiesburg to develop a plan for best use practices for Tatum Park and other resources available to the city for development of Sports Tourism Program for the City of Hattiesburg. (July 2023 – present)

City of Hernando, MS - Provide the City of Hernando assistance in developing standards for operations, hiring for the position of turf manager and assist in developing implementable operations and goals for the City of Hernando Parks and Recreation Department. Project team includes SportsTurf Maintenance Services (July 2023 – February 2024)

City of Richland, MS: As a Consultant for the City of Richland, I played a pivotal role in the hiring process by serving on the committee responsible for selecting a Parks and Recreation Director and Sports Coordinator. From June 2022 to November 2023, my responsibilities extended beyond recruitment to collaborating with the department on policy and procedure evaluation, contract assessments, and establishing a strategic direction to enhance program opportunities and boost community participation.

Following this, my consultancy continued as I facilitated the recruitment and employment of a Parks and Recreation Turf Manager, overseeing the organization of maintenance operations. This phase, spanning from November 2023 to May 2024, involved working closely with a project team, including Sports Turf Maintenance Services, to ensure the effective management and upkeep of the city's recreational spaces.



City of Starkville, MS (Cornerstone): Part of the design team with Dalhoff-Thomas, Neel-Schaffer, and Shafer Zahner Zahner to provide project management and assist with the design and operations of Cornerstone Sports Complex. A \$23+ million-dollar twelve field baseball/softball complex for the City of Starkville. (September 2019 – October 2023)

City of Hattiesburg, MS (EDA Grant Application): EDA Grant Application for improvements to Tatum Park Soccer Fields. Part of the grant team working to provide a submittal for EDA Grant for synthetic and natural turf soccer field improvements for Tatum Park. (September 2022 – December 2022)

City of Hattiesburg, MS (Tatum Park Masterplan): Oversaw the creation and successful implementation of the Conceptual Masterplan for Tatum Park in Hattiesburg. Collaborating with Neel-Schaffer Engineering and Sports Turf Maintenance Services from November 2020 to July 2021, DD Consulting engaged with stakeholders from soccer, baseball, softball, disc golf, tennis, pickleball, and cross country. Through extensive consultations, we determined the optimal use of space, ensuring a well-rounded and inclusive long-term Master Plan. This collaborative effort aimed to create a dynamic recreational space that meets the diverse needs of the Hattiesburg community, setting the stage for the park's future development. (November 2020 – July 2021)

Lamar County, MS (Comprehensive Plan): Member of the Design Team with Neel-Schaffer on the Lamar County Comprehensive Plan. Scope of work includes facility visits and inspections, determine sports and activities through effective communication and public involvement strategies, provide funding strategies for construction, operation, and maintenance for recreation facilities, and recommendations for creating advisory board for Lamar County. (January 2019 – January 2022)

City of Hernando, MS (Feasibility Study & Business Plan): Member of design team with Neel-Schaffer, and the University of Southern Mississippi Department of Economic Development and Hospitality & Tourism to provide a Feasibility Study & Business Plan for Recreation Facilities and Sports Tournaments for the City of Hernando. (November 2019 – October 2020)

City of Pascagoula, MS (Flagship Park): Member of design team with BMA Engineering team for the Pascagoula Flagship Park Project, a \$10+ million land acquisition, complete facility demolition and facility construction project inclusive of a seven-field baseball/softball complex for the City of Pascagoula. (August 2017 – April 2020)

Management Experience:

Gulfport, MS (Gulfport Sportsplex):

The Gulfport Sportsplex stands as a premier 250-acre sports complex, boasting an array of facilities. This impressive venue boasts nine terraced baseball and softball fields with state-of-the-art hybrid sand-based turf, accented by crimson stone infields. In addition, it features six meticulously maintained synthetic turf fields, complete with score towers, and an additional six international-sized soccer fields. Visitors can enjoy a range of amenities, including control centers equipped with concessions, restrooms, pavilions, meeting rooms, and storage facilities. Notably, the Sportsplex also houses the Gulf Islands Waterpark Lease, adding to its allure.



Under my management, the Gulfport Sportsplex annually played host to over 2,000 teams and remained operational for 30 to 42 weekends each year since its inception. During the period from 2001 through 2016, the Gulfport Sportsplex made a significant economic impact, contributing an estimated \$83 million to the local economy and providing approximately 199,000 hotel room nights.

In my capacity as Assistant Director, I oversaw the review of plans, designs, specifications, and contract documents. Additionally, I managed a substantial \$9.6 million budget, which encompassed land acquisition and construction for the Gulfport Sportsplex. Following its completion, from two thousand through the 2016 contract award for park expansion, I took on the crucial role of overseeing capital improvements, budget management, and operations and maintenance supervision.

In Phase III, as Director, I was instrumental in conceptualizing and defining the parameters for expansion, including the integration of synthetic field turf, enhanced safety fencing, and state-of-the-art LED lighting systems. My responsibilities extended to reviewing plans, designs, specifications, and construction budgets, culminating in the development, and awarding of construction contracts.

Further, I held the responsibility for the operations of Phase I and II, which encompassed the original fields within those phases. As Director, I prepared comprehensive documents and concepts for the approval of a groundbreaking 6-field synthetic expansion and a 2-field soccer expansion, collaborating closely with engineers and architects to bring these visionary projects to fruition.

City of Gulfport, MS: (Jones Park & Gulfport Municipal Marina)

The extensive \$40,000,000 revitalization project for Jones Park and the Gulfport Municipal Marina is nestled on a 60-acre waterfront parcel, strategically positioned at the confluence of Highway 90 and Highway 49. This ambitious undertaking was initiated in the aftermath of Hurricane Katrina and was brought to life through a blend of funding sources, which included support from FEMA, the Mississippi Development Authority, generous donations, state grants (CIAP/Tidelands), and Gulfport Capital Funds.

In my role as the Director of Leisure Services, I assumed a pivotal role in this transformative endeavor. My responsibilities spanned a spectrum of tasks, commencing with the meticulous review of plans, designs, specifications, and contract documents. I exercised oversight over the budget allocated for construction, ensuring the efficient allocation of resources.

My duties also encompassed coordination with an array of stakeholders, including General Consultants, Engineers, Architects, and numerous sub-Consultants, in addition to the dedicated City workers involved in this complex project. Notably, this monumental project featured multiple concurrent construction phases, demanding a high degree of organization and diligence.

Upon the completion of the project, I transitioned into overseeing the \$1.1 million operations and maintenance budget, ensuring the sustained excellence of the facility.

The resultant facility stands as a testament to our collective vision and dedication, offering a wealth of amenities to the community. These include a serene walking trail, convenient boat launch ramps, and ample boat-trailer parking, a magnificent 28,000 square foot Barksdale Pavilion, the Leo Seal Pavilion, the Harbor Master Building, a Main Concert Pavilion, a delightful Splashpad, a Fuel Dock, a Bait Shop Lease, a Playground



Area, and a 319-slip Marina, capable of accommodating vessels ranging from 18' to 140'.

In addition to the day-to-day management of this facility, my team and I orchestrated 30-40 Special Events each year, further enriching our community. Notable among these events is the highly acclaimed \$2.5 million dollar Gulfport Harbor Lights Winter Festival, which has become a cherished tradition for locals and visitors alike.

City of Gulfport, MS (Gulfport Harbor Lights Winter Festival):

I played a key role in the inception and successful management of the Gulfport Harbor Lights Winter Festival during its inaugural two years of operation. This enchanting Winter Festival is a month-long Christmas Light Show extravaganza, characterized by an operating budget of \$440,000 and a substantial capital investment of \$2,500,000. This remarkable event consistently draws more than 70,000 delighted guests each year, adding a touch of magic and festive cheer to our community during the holiday season.

Plan Development and Special Projects:

City of Richland, MS (January 2024 –present)
City of Columbus, MS & Lowndes County (February 2024 – present)
Tuscaloosa County Parks and Recreation Authority (PARA): (July 2023 – present)
City of Starkville, MS (Park Improvements Projects: (November 2022 – September 2024)
City of Hernando, MS (July 2023 – February 2024)
Cornerstone Sports Complex (September 2019 – October 2023),
City of Richland -Consultant (June 2022 – May 2023)
Tatum Park Conceptual Plan (November 2020 – July 2021)
City of Hattiesburg Grant Team Application for EDA grant for Tatum Park (September 2021-December 2021)
Lamar County Comprehensive Plan (2019 – January 2022).
Hernando Feasibility Study & Business Plan for Recreation Facilities and Sports Tourism (November 2019 – October 2020),
Pascagoula Sportsplex (2017 – 2020)
Jones Park/Gulfport Marina (2005 – 2017)
Gulfport Harbor Lights Winter Festival (2016 – 2017)
NCAA & High School Mississippi Gulf Coast Softball Classic (2014 – 2016)
Gulfport Sportsplex (1996 – 2017)
Go Coast 2020 Sub-Committee Chair Youth Sports for the Go Coast 2020 Governor's Report on Tourism (2012)
Adjunct instructor University of Southern Mississippi (2005 – 2010) for the School of Human Performance and Recreation in HPR 200, 490 and 424, which included Application, Sports Management, and Community Recreation Resources
Gulfport Harbor Master Plan (1997)
Gulfport Master Plan Parks and Recreation (1995 & 2000)
Strategic Plan for Mississippi Recreation and Parks Association (MRPA) (1995)
Long Beach Master Plan (1995)



ATTACHMENT B

SportsTurf Maintenance Services
Kenneth Edwards, Certified Sports Field Manager (CSFM)
114 Reservation Drive, Gulfport, MS 39503
Kedwa37326@aol.com
228-223-7016

Mission Statement: To advance professionalism in sports field, grounds management and safety through education, awareness programs and industry development. To collect and disseminate scientific, educational, and applied knowledge to those persons engaged in or concerned with the construction, maintenance and use of sports fields and recreational facilities for superior playing conditions.

Services Provided: Consultant to architects, designers, Consultants, management companies, distributors, and manufacturers; providing oversight, plan and specifications review, maintenance planning, construction management, and maintenance team task development and training. Advisor to facility/turf managers seeking Sports Field Management Association (SFMA) certification designation as Certified Sports Field Manager (CSFM). Attester for municipalities and sports facilities seeking SFMA Environmental Facility Certification (EFC).

Qualifications:

U.S. Army (Retired) Senior Training Developer
25 Years' experience in SportsTurf maintenance and Facility management.
B.S. Business Admin, Park College, Parkville, MO
Associate of Science, Agronomy, Sports Turf MGT, MGCCC, Perkinston, MS

Certifications/Training:

Sports Field Management Association (SFMA), Certified Sports Field Manager (CSFM),
Certified Pesticide Applicator, Bureau of Plant Industry, MS
Certified Landscape Professional (CLP), NALP
Playground Safety Inspector Training, National Recreation and Park Association

Industry Achievements:

SFMA National Sports Field of the Year Award (Softball Category, Gulfport SportsPlex)
SFMA Environmental Facility Certification (Gulfport SportsPlex)

Professional Associations:

Member, Mississippi Turfgrass Association, (Past President)
Member, Deep South Turf Expo, (Past President)
Member, Sports Field Management Association, (Scholarship Committee Chairman)



Recent Consulting Projects:

City of Hernando, MS, Baseball/Softball Field Renovations and Maintenance Planning
City of Richland, MS, Baseball Field Renovations and Maintenance Planning
City of Memphis, TN, Soccer Field Construction
City of Hattiesburg, MS, Master Plan for Tatum Park
City of Pascagoula, MS, New construction
City of Laurel, MS, Maintenance Planning
Harrison County, MS, Parks Department, Maintenance Planning
City of Starkville, MS, New construction

Talks and Presentations:

As a nationally certified sports field manager, Ken Edwards, CSFM is aptly knowledgeable and experienced to give talks on any and all topics related to sports field maintenance and management. Most common areas of interest include **Developing Efficient Strategies For Managing High Use Sports Fields, Dealing With Rain, Development of Athletic Field Management Plans and Programs, and Sports Field Renovations.**

Most recent presentation audiences include; Alabama Turfgrass Association, Mississippi Turfgrass Association, Deep South Turf Expo, Louisiana Turfgrass Association and Mississippi State University Turf Seminar.

Sports Field Maintenance Training:

Training programs are offered for grounds staff, facility managers, public works, park directors and private sports organization volunteers responsible for the upkeep of sports fields. Areas of training include Best Management Practices (BMPs) for natural grass, synthetic turf, infield maintenance, soil composition and preparation, field layout, and painting.

Training has been provided to the grounds staff of The City of Laurel, MS. Parks and Recreation Department; City of Mobile, AL., Parks and Recreation Department; The City of Gulfport, MS., SportsPlex Staff; The City of Gulf Shores, AL., Parks and Recreation Department; City of Richland, MS., Parks and Recreation Department; and The City of Hernando, MS Parks and Recreation Department.

Facility Environmental Certification:

Conducts extensive sports facility site evaluations in 10 key areas to prepare for the Facility Environmental Certification process. Key areas are; Storm water management, Fertilization, Pesticides/IPM, Recycling, Composting, Mowing, Energy Conservation, Shop buildings and Storage areas, Irrigation and water quality testing, and Educational Outreach Programs.

Facilities attested and certified; The Gulfport SportsPlex, Gulfport, MS., Laurel Sports Complex, Laurel, MS., Gulf Shores Sports Complex, Gulf Shores, AL.



*DD Consulting LLC
David D'Aquila
7546 Woodland Drive, Pass Christian, MS 39571
D.D.Consulting@outlook.com*

CSFM Certifications:

Provides preparatory training and instruction related to the CSFM Exam and the successful achievement of the prestigious CSFM designation. Areas of instruction are; Agronomics, Pest management, Administration, and Sports-Specific Field Management – Field design, layout, dimensions, lining/markings, maintenance, playability and aesthetics.

Turf managers achieving the CSFM designation; Elvin Ulmer, CSFM, City of Laurel, MS., and Shane Johnson, CSFM, City of Madison, MS.





DD Consulting LLC
David D'Aquila
7546 Woodland Drive, Pass Christian, MS 39571
D.D.Consulting@outlook.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cadence Insurance, A Gallagher Company 2909 13th Street, 4th Floor Gulfport MS 39501	CONTACT NAME: Community Insurance Solutions PHONE (A/C, No, Ext): 8553771529 FAX (A/C, No): 228-863-1957 E-MAIL: GGB.CADE.CIS.Service@ajg.com ADDRESS: GGB.CADE.CIS.Service@ajg.com
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company of CT	25682
INSURER B: ACE Fire Underwriters Insurance Company	20702
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 65845439 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GENL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		68G9N168743	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N / A				PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		EONMSF158700592005	9/15/2024	9/15/2025	Each Claim 1,000,000 Aggregate Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Starkville 110 West Main Street Starkville MS 39759	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: NOVEMBER 5, 2024
PAGE: 1 of 1**

SUBJECT:

REQUEST AUTHORIZATION TO DECLARE THE LISTED STARKVILLE POLICE DEPARTMENT VEHICLE AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVDEALS.COM, DISCARD, OR SELL DIRECTLY TO A SCRAP DEALER.

2013 DODGE CHARGER 2C3CDXAG8EH194659

AMOUNT & SOURCE OF FUNDING:

LINE ITEM

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 TO DECLARE THE LISTED STARKVILLE POLICE DEPARTMENT VEHICLE AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVDEALS.COM, DISCARD, OR SELL DIRECTLY TO A SCRAP DEALER.

2013 DODGE CHARGER 2C3CDXAG8EH194659



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

AGENDA ITEM DEPT: Utilities
AGENDA DATE: 11.05.2024
PAGE: 1

SUBJECT: Consideration of accepting the low bid for the Influent Pump Station Rehabilitation project from Hemphill Construction Company, Inc. and authorizing the Mayor to execute a construction contract.

AMOUNT & SOURCE OF FUNDING: \$720,000 (ARC); 2024-2025 Capital Improvement Funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

This project has been advertised and bids were received on Thursday, October 3 at 10am. A full bid tabulation is attached with a summary of the two bids received provided below.

Hemphill Construction Co., Inc.	\$1,481,630.00
Gulf Coast Underground, LLC	\$3,340,263.00

SUGGESTED MOTION:

Move approval of accepting the low bid for the Aeration Improvements project from Hemphill Construction Company, Inc. and authorizing the Mayor to execute a construction contract.

City of Starkville, Mississippi
Influent Pump Station Rehabilitation
TABULATION OF BIDS RECEIVED October 3, 2024

ITEM	QUANTITY	Hemphill Construction Co., Inc.		Gulf Coast Underground, LLC	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1. 14 Inch Plug Valve(s)	1 EA	\$14,370.00	\$14,370.00	\$50,929.00	\$50,929.00
2. 16 Inch Plug Valve(s)	3 EA	\$15,650.00	\$46,950.00	\$54,215.00	\$162,645.00
3. 18 Inch Plug Valve(s)	2 EA	\$18,310.00	\$36,620.00	\$57,500.00	\$115,000.00
4. 20 Inch Plug Valve(s)	2 EA	\$25,240.00	\$50,480.00	\$65,715.00	\$131,430.00
5. 24 Inch Plug Valve(s)	1 EA	\$43,110.00	\$43,110.00	\$72,286.00	\$72,286.00
6. 16 Inch Check Valve(s)	2 EA	\$11,320.00	\$22,640.00	\$54,215.00	\$108,430.00
7. 18 Inch Check Valve(s)	2 EA	\$14,230.00	\$28,460.00	\$57,500.00	\$115,000.00
8. Tremec Series 217-1000 Mortar Clad (1.5" Thickness)	1,289 EA	\$145.00	\$186,905.00	\$387.00	\$498,843.00
9. Ductile Iron Pipe, Fittings, Gate Valves and Accessories	1 LS	\$174,000.00	\$174,000.00	\$135,600.00	\$135,600.00
10. Iron / Steel Pipe Supports	1 LS	\$6,720.00	\$6,720.00	\$32,100.00	\$32,100.00
11. Provide and Install New Vertical Dry Pit Sumpersible Wastewater Pump in Pump Position #1 of the Influent Pump Station Pump Gallery	1 LS	\$145,000.00	\$145,000.00	\$352,900.00	\$352,900.00
12. Provide and Install New Pump Volute and Stand for existing 60 HP Fairbanks Pump shown in Pump Position #2	1 LS	\$57,950.00	\$57,950.00	\$32,900.00	\$32,900.00
13. Provide and Apply Finish Coat on Influent Pump Station Wet Well Surfaces	1 LS	\$150,000.00	\$150,000.00	\$246,300.00	\$246,300.00
14. Contractor shall paint all new interior and exterior piping and fittings to be installed under this contract (New Valves will not require painting); Contractor to paint all metal pipe supports and other Miscellaneous Metals finished under this contract	1 LS	\$8,225.00	\$8,225.00	\$28,300.00	\$28,300.00

City of Starkville, Mississippi
Influent Pump Station Rehabilitation
TABULATION OF BIDS RECEIVED October 3, 2024

ITEM	QUANTITY	Hemphill Construction Co., Inc.		Gulf Coast Underground, LLC	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
15. Provide and Install Hoist and Trolley on existing Trolley Beam on the upper floor of the Influent Pump Station	1 LS	\$47,000.00	\$47,000.00	\$61,000.00	\$61,000.00
16. Process Instrumentation and Control	1 LS	\$77,840.00	\$77,840.00	\$305,000.00	\$305,000.00
17. Demolition of Existing Facilities	1 LS	\$107,800.00	\$107,800.00	\$164,300.00	\$164,300.00
18. Contractor to provide Bypass Pumping (Rental) and piping for the Influent Pump Station during all construction activities which require the wetwell and / or pump station to be taken out of service	1 LS	\$247,000.00	\$247,000.00	\$622,000.00	\$622,000.00
19. Contractor to Remove and Dispose of all foreign material contained within the wet well	1 LS	\$16,600.00	\$16,600.00	\$72,400.00	\$72,400.00
20. Contractor to provide and install a concrete pad to accommodate Two (2) portable bypass pumps adjacent to the influent manhole	1 LS	\$13,960.00	\$13,960.00	\$32,900.00	\$32,900.00
TOTAL BASE BID (Verified)			\$1,481,630.00		\$3,340,263.00

I hereby certify that, to the best of my knowledge, this is a true and correct copy of the bid tabulation of bids which were opened at the Starkville City Hall on October 3, 2024 at 10:00 a.m. local time for the captioned project.

Items in bold italics indicate corrected mathematical extensions.

Tommy L. Kirkpatrick, Jr., P.E.
Mississippi Registration No. 10327



City of Starkville, Mississippi
Influent Pump Station Rehabilitation
Deductive Alternate
TABULATION OF BIDS RECEIVED October 3, 2024

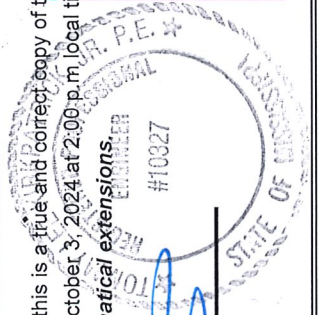
ITEM	QUANTITY	Hemphill Construction Co., Inc.		Gulf Coast Underground	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1. 14 Inch Plug Valve(s)	1 EA	\$9,840.00	\$9,840.00	\$37,000.00	\$37,000.00
2. 16 Inch Plug Valve(s)	3 EA	\$10,760.00	\$32,280.00	\$38,700.00	\$116,100.00
3. 18 Inch Plug Valve(s)	2 EA	\$11,490.00	\$22,980.00	\$40,300.00	\$80,600.00
4. 20 Inch Plug Valve(s)	2 EA	\$15,460.00	\$30,920.00	\$47,700.00	\$95,400.00
5. 24 Inch Plug Valve(s)	1 EA	\$32,850.00	\$32,850.00	\$51,000.00	\$51,000.00
6. 16 Inch Check Valve(s)	2 EA	\$8,015.00	\$16,030.00	\$38,700.00	\$77,400.00
7. 18 Inch Check Valve(s)	2 EA	\$9,950.00	\$19,900.00	\$40,300.00	\$80,600.00
8. Ductile Iron Pipe, Fittings, Gate Valves and Accessories	1 LS	\$86,300.00	\$86,300.00	\$132,300.00	\$132,300.00
9. Iron / Steel Pipe Supports	1 LS	\$5,900.00	\$5,900.00	\$32,100.00	\$32,100.00
10. Provide and Install New Vertical Dry Pit Submersible Wastewater Pump in Pump Position #1 of the Influent Pump Station Pump Gallery	1 LS	\$122,000.00	\$122,000.00	\$318,000.00	\$318,000.00
11. Provide and Install Hoist and Trolley on existing trolley beam on the upper floor of the Influent Pump Station	1 LS	\$47,000.00	\$47,000.00	\$61,000.00	\$61,000.00
TOTAL BASE BID (Verified)			\$426,000.00		\$1,081,500.00

I hereby certify that, to the best of my knowledge, this is a true and correct copy of the bid tabulation of bids which were opened at the Starkville City Hall on October 3, 2024 at 2:00 p.m. local time for the captioned project.

Items in bold italics indicate corrected mathematical extensions.



Tommy L Kirkpatrick, Jr., P.E.
Mississippi Registration No. 10327





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

**AGENDA DATE: November 5, 2024
PAGE: 1**

SUBJECT: Consideration of accepting the sole source quote from TransArmour Inc. for electric transformers in the amount of \$19,725.00

AMOUNT & SOURCE OF FUNDING: 2024/2025 Budget

FISCAL NOTE: TransArmour Inc. \$19,725.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

This cost includes the vendor picking up the materials, transportation of the materials to their designated shop, and evaluating repairs. The cost of repair costs substantially less than new purchases. Repair time also ensures a quicker turn around than full rebuilds.

SUGGESTED MOTION:

Move approval of accepting the best quote the best quote from TransArmour Inc. for electric transformers in the amount of \$19,725.00.



TransArmour Inc

PO Box 81
Brandon, MS 39043

slance@eis-inc.com

Quote

Date	Quote #
10/24/2024	115415

Customer:

Starkville Utilities
605 Dr. MLK Jr Dr. East
Starkville, MS 39759

Qty	Item	Description	U/M	Price	Total
1	1PHPOLESERV...	Single Phase Polemount service 15kva 12470/7200 240/120 SN 75D1022523	ea	850.00	850.00
1	1PHPOLESERV...	Single Phase Polemount service 15kva 12470/7200 240/120 SN 88K52167	ea	850.00	850.00
1	1PHPOLESERV...	Single Phase Polemount service 15kva 13200/7620 240/120 SN	ea	850.00	850.00
1	1PHPOLESERV...	Single Phase Polemount service 25kva 12470/7200 240/120 SN M23A21041	ea	975.00	975.00
1	1PHPOLESERV...	Single Phase Polemount service 25kva 12470/7200 240/120 SN 993458	ea	975.00	975.00
1	1PHPOLESERV...	Single Phase Polemount service 25kva 12470/7200 240/120 SN 57246-3776	ea	975.00	975.00
1	1PHPOLESERV...	Single Phase Polemount service 25kva 12470/7200 240/120 SN 89A232014	ea	975.00	975.00
1	1PHPOLESERV...	Single Phase Polemount service 25kva 12470/7200 240/120 SN 3578-4676	ea	975.00	975.00
1	1PHPOLESERV...	Single Phase Polemount service 37.55kva 12470/7200 240/120 SN 68AD9283	ea	1,100.00	1,100.00
1	1PHPOLESERV...	Single Phase Polemount service 37.55kva 12470/7200 240/120 SN 84KK1602	ea	1,100.00	1,100.00
1	1PHPOLESERV...	Single Phase Polemount service 37.5kva 2400/4160Y X 7200/12470Y 120/240 92DD7001	ea	1,100.00	1,100.00
1	1PHPOLESERV...	Single Phase Polemount service 50kva 12470/7200 240/120 SN 67H12536	ea	1,500.00	1,500.00
1	1PHPOLESERV...	Single Phase Polemount service 50kva 12470/7200 240/120 SN 791085116	ea	1,500.00	1,500.00
1	1PHPOLESERV...	Single Phase Polemount service 50kva 12470/7200 240/120 SN791085116	ea	1,500.00	1,500.00
1	1PHPOLESERV...	Single Phase Polemount service 50kva 12470/7200 240/120 SN N581847-YEW	ea	1,500.00	1,500.00
1	1PHPOLESERV...	Single Phase Polemount service 50kva 13200/7620 240/120 SN 76A193751	ea	1,500.00	1,500.00

Please carefully review this quote along with any documents attached. Approval of same means TransArmour Inc can not be held responsible for items ordered with undesired specs, partial information and/or incorrect information.

Total



Date	Quote #
10/24/2024	115415

Starkville Utilities
605 Dr. MLK Jr Dr. East
Starkville, MS 39759

Total	\$19,725.00
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Page 2



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

**AGENDA DATE: November 5, 2024
PAGE: 1**

SUBJECT: Request authorization to execute service contract for Professional Services for IT support and assistance with Endeavor IT.

AMOUNT & SOURCE OF FUNDING: 2024/2025 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward C. Kemp 323-3133

This is recommended by the IT department to provide some additional support when needed. This is an as needed contract at the agreed upon hourly rate.

SUGGESTED MOTION:

Move to execute service contract for Professional Services for IT support and assistance with Endeavor IT.

MANAGED SERVICES AGREEMENT
AGREEMENT # SUMS24-25

This agreement is made and entered into as of 10/22/2024 by and between Synergetics Diversified Computer Services, Inc., doing business as Endeavor IT of P. O. Box 808, Starkville, Mississippi 39760, hereinafter referred to as "Endeavor IT", and Starkville Utilities hereinafter referred to as "Client", having its primary location at 200 N Lafayette St Starkville MS 39760.

WHEREAS, Endeavor IT has reviewed the Client's Technical Services needs with Joel Clements and is desirous of providing the Client with the needed Managed Services;

WHEREAS, the Client has reviewed Endeavor IT's capabilities and is desirous of Endeavor IT providing the Managed Services;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, conditions and agreements herein contained, the parties hereto, each intending to be legally bound, agree that the above recitals are incorporated into this Agreement and also agree as follows:

1.0 Description of Services. Beginning on 11/06/2024 Endeavor IT will provide the services (collectively, the "Services"), as described in Exhibit A of this document.

2.0 Endeavor IT Pricing Schedule. For services rendered, Endeavor IT will submit invoice(s) to the Client according to the terms defined in Exhibit C of this document.

3.0 Expense Reimbursement. Unless expressly stated otherwise, Endeavor IT shall bear all

— "out of pocket" expenses related to travel and lodging. Expenses incurred for hardware, software, etc. as required by the task being performed, shall be borne by the Client. Client shall be provided estimation of these expenses, and Client will provide permission for these expenses and agreement to pay for these expenses, prior to the expense actually being incurred.

4.0 Ownership. The Client shall be the sole owner of any and all installed software and hardware, network configurations, network wiring and cabling, and other equipment physically installed in conjunction with this project. Endeavor IT shall make no claim to the aforementioned property; however, the following provisions apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, patents, studies, reports, and research (collectively, Intellectual Property):

4.1 **Endeavor IT's Intellectual Property.** Endeavor IT holds an interest in the Intellectual Property activities that result from this Agreement.

4.2 **Development of Intellectual Property.** Any improvements to Intellectual Property items, further inventions or improvements, and any new items of Intellectual Property discovered or developed by Endeavor IT (or Endeavor IT's employees, if any) during the term of this Agreement shall be the property of Endeavor IT.

5.0 Liability. To the fullest extent permitted by Mississippi law, Endeavor IT will under no circumstances be liable to the Client or any other third

party for indirect, special, incidental or consequential damages, losses or expenses, including but not limited to loss of profits, loss of business opportunities, loss of goodwill, loss of records or data, or loss of equipment use, even if Endeavor IT is advised of such damages, losses or expenses.

6.0 Term and Termination

- 6.1 Term. This Agreement, being entered into as of the aforementioned date, shall have service start date of 11/06/2024 and shall remain in term until 11/05/2025
- 6.2 Contract Extension. This Agreement may be voluntarily extended by the customer for additional terms of one year each with written acknowledgement. Cost increases for services provided under this Agreement shall be capped at 4% per year.
- 6.3 Termination. Either party may terminate this Agreement at will by giving 30 days written notification to the appropriate agent listed hereunder:

If to Endeavor IT:

Endeavor IT
P. O. Box 808
Starkville, MS 39760
Attn: Justin Clark
Chief Operating Officer -

If to the Client:

Starkville Utilities
200 N Lafayette St
Starkville MS 39760
Attn: Edward Kemp
General Manager

and by fulfilling their respective obligations upon termination as outlined next.

- 6.4 Obligations Upon Termination. Upon the effective date of termination of this Agreement by either party for any reason the following provisions apply:
- (i) All sums owed by the Client to Endeavor IT will be immediately due and payable;
 - (ii) The Client will return to Endeavor IT any and all property belonging to Endeavor IT; and
 - (iii) Endeavor IT will return to the Client any and all property belonging to the Client.

7.0 Confidentiality. Each party acknowledges that it may from time to time receive Confidential Information from the other party. Each party agrees not to disclose such Confidential Information of the other party, except as expressly permitted herein. Each party shall prevent any unauthorized person from having access to the other party's Confidential Information, shall return any such Confidential Information to the other party at any time upon request and shall return or destroy all copies of such Confidential Information immediately after termination of this Agreement. A violation of this paragraph shall be a material violation of this Agreement.

8.0 Unauthorized Disclosure of Information. If it appears that either party has disclosed (or threatened to disclose) information in violation of this Agreement, the harmed party shall be entitled to an injunction to restrain the violating party from disclosing, in whole or in part,

such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed.

9.0 Confidentiality After Termination. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of this Agreement.

10.0 Hiring of Endeavor IT's Employees. Prior to the target date of the completion of this Agreement and for a period of two years after the termination of this Agreement, Client will not hire or offer to hire, either directly or indirectly, any employee of Endeavor IT without Endeavor IT's written consent. Likewise, Endeavor IT will not hire or offer to hire, either directly or indirectly, any employee of Client without Client's written consent.

11.0 Billing and Collections. Client agrees to abide by Endeavor IT's Billing and Collections Policy as shown below:

- 11.1 Endeavor IT will promptly render invoices to Client.
- 11.2 Client agrees to render payment for invoices promptly.
- 11.3 Any outstanding balance that remains unpaid beyond thirty (30) calendar days of Invoice rendering is considered past due.
- 11.4 The client is expected to pay interest expense on the outstanding balance. A 1.5% per month interest expense accrues from the date of the invoice(s). This interest expense will not be charged if the invoice is paid within thirty (30) days. Outstanding balances older than forty-five (45) days will have the interest expense added to the amount outstanding.
- 11.5 If a balance remains unpaid for a period of ninety (90) calendar days, Endeavor IT may assign this overdue balance to a third party for the purpose of collecting the overdue balance.

12.0 Miscellaneous.

- 12.1 **Notices.** Notices required during the term of this Agreement if given by regular mail or electronic means generating a hard copy printout shall be deemed to have been given or made when delivered personally or placed, properly addressed and postage prepaid, in the mail of any jurisdiction or communicated by telefax or similar electronic means. All notices will be given by one party to the other at the addresses indicated below, unless change thereof previously has been given in writing to the party giving notice.
- 12.2 **Amendment.** This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both parties.
- 12.3 **Severability.** If any one or more provisions of this Agreement is declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement if the essence of the parties' agreement is retained, and such invalid or unenforceable provision shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.
- 12.4 **Waiver.** Any failure of either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions or the right of the party thereafter to enforce each and every such provision.

- 12.5 No Third Party Beneficiaries. The parties specifically intend and agree that no one other than the parties to this Agreement shall be deemed to be a third party beneficiary of any of the rights or obligations set forth in this Agreement.
- 12.6 Exhibits and Schedules. All exhibits and schedules to this Agreement, if any, are hereby incorporated by reference into, or made a part of, this Agreement.
- 12.7 Entire Agreement. All prior proposals, understandings, and other agreements, whether oral or written, between the parties that relate to this subject matter are hereby superseded and merged into this Agreement. This agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof. The express terms hereof control and supersede (i) all oral or written understandings of the subject matter hereof and (ii) any course of performance and/or usage of trade inconsistent with any of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers or representatives as of the date first written above.

Endeavor IT

Client


Justin Clark
President and COO

Edward Kemp
General Manager

EXHIBIT A

Endeavor IT will provide the Client with the following Managed Services for the term of one year as defined in the Agreement. The Services provided via this agreement include:

- Provide on-site or remote IT management and administration as well as problem troubleshooting, diagnosis, and solution.
- Provide Senior Network Engineer on-call to handle escalated IT support and guidance.
- Provide routine monthly hardware maintenance.
- Provide RMA assistance of replaceable hardware purchased from Endeavor IT that is covered under a manufacturer warranty.
- Provide pricing and guidance on hardware that is not covered under a manufacturer warranty.
- Equipment included in this agreement is denoted by checkmarks below:

☒ VoIP

☒ CCTV system

☒ Access Control system

☐ Mass Notification system

☒ Network equipment

☒ Data Center Equipment

☒ Computer device and accessories

☐ Interactive panels

▪ Structured Cabling

▪ Firewall

EXHIBIT B

Excluded Items/Services:

Expenses incurred for hardware, software, etc. as required by the task being performed, shall be borne by the Client. Excluded Items or Services include but are not limited to the following:

- Any parts, equipment, or hardware costs, fees or charges of any kind.
- Any software, licensing, software assurance, renewal, or upgrade fees of any kind.
- Any taxes of any kind.
- Any shipping, handling, courier, or postage charges of any kind.
- Any 3rd party vendor, OEM, or other manufacturer support fees or incident fees of any kind.
- Any non-IT materials needed to provide services or requested by Client, including but not limited to office supplies or media.
- Any extensive type of service, repair, reconfiguration, maintenance or management occasioned or made necessary by the alteration of systems, devices, software or other resources, with or without administrative access to such resources, by anyone other than authorized personnel. Includes any change or service occasioned by acts or omissions by the Client's own employees, principals, consultants, subcontractors, third party vendors, or any other third parties who may have or have had physical, logical or remote access to Client's resources.
- Any software programming or scripting (creation or modification of software code) and program (software) maintenance.
- Any work, project, service, or support of any kind, whether one-time, periodic, or ongoing, that involves a new resource that was not present at the time this agreement is executed.
- Any work that does not qualify as a service ticket with respect to restoring the normal functioning of the resources being maintained per this agreement i.e., any work that does not involve scheduled maintenance, routine administration, or troubleshooting (whether client-prompted/requested or otherwise) malfunctioning or non-functioning systems or resources under maintenance per this agreement. Any such work is defined as a Project. Projects include but are not limited to re-configuring resources by client request, integrating with newly acquired/introduced hardware, software, or networks, or with other formerly non-existent third-party resources, or otherwise making changes to included resources, when such configuration, integration or changes are not warranted nor necessary to keep such resources in good working order.

EXHIBIT C

FEES FOR SERVICES

This Agreement, being entered into as of the aforementioned date, shall have:

Service Start Date of: 11/1/2024

End of Term Date of: 10/31/2025

Term: 12 Months term commencing on Service Start Date.

Hours: 200 Total Allocated Hours for Contract Year

- Contract Extension. This Agreement may be voluntarily extended by the customer for additional terms of one year each. Cost increases for services provided under this Agreement shall be capped at 4% per year.

Customer will be invoiced:

- ☒ Monthly - Billed as Used
- ☐ Full amount at start of the term

The total of this agreement is \$30,000

- The labor rate for services covered under this agreement are \$150/ hour.
- The labor rate for services not covered under this agreement will be \$180/hour and billed separately from this agreement.
- Any services, hardware, software, and/or incidental items supplied by Endeavor IT in addition to those shown above will result in additional costs. A cost estimate for additional items will be provided and the customer will approve such items prior to incurring the expenditure.
- The included master labor rate includes various resources listed: Sr. Engineer \$180, Network Level I and II \$150, and Network Tech \$130



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 02/20/2024
PAGE: 1

SUBJECT: Proposed FY25 Appalachian Regional Commission (ARC) Application

AMOUNT & SOURCE OF FUNDING - Up to \$1,000,000; Mississippi Development Authority – ARC

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Starkville Utilities (Phylis Benson, GTPDD)

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle PDD (662) 320-2007

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: “MOVE APPROVAL TO AUTHORIZE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT AN APPALACHIAN REGIONAL COMMISSION (ARC) APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF STARK ROAD WASTEWATER IMPROVEMENTS.

RESOLUTION

Authorizing the Golden Triangle Planning and Development District to Prepare and Submit An Appalachian Regional Commission Application For Starkville, Mississippi

WHEREAS, the City of Starkville, Mississippi has certain pressing Community Development needs; and

WHEREAS, the Mississippi Development Authority has available funds under the FY-2025 Appalachian Regional Commission (ARC) Program; and

WHEREAS, the City of Starkville is eligible to apply for said ARC assistance; and

WHEREAS, the Golden Triangle Planning and Development District (GTPDD) has sufficient, experienced professional staff to prepare necessary application documents, and upon approval, to administer said ARC projects;

THEREFORE, BE IT RESOLVED, by the Board of Aldermen of the City of Starkville:

- That the Golden Triangle Planning and Development District is hereby authorized to prepare an FY-2025 ARC Area Development Application on behalf of the City of Starkville for the purpose of Stark Road Wastewater Improvements; and
- That, upon approval of said application, the Golden Triangle Planning and Development District is hereby authorized to administer said ARC Project; and
- That Lynn Spruill, in her official capacity as the Mayor of the City of Starkville, is hereby authorized to sign all necessary application documents. Upon approval of said application by the Appalachian Regional Commission, the Grant Agreement with the State of Mississippi shall come before the Board of Aldermen for final authorization and approval.

SO ORDERED THIS THE 5th day of November 2024, by the Board of Aldermen of the City of Starkville, Mississippi in a Regular Scheduled Meeting.

Lesia Hardin
City Clerk

Lynn Spruill
Mayor

(SEAL)

MANAGED SERVICES AGREEMENT
AGREEMENT # SUMS24-25

This agreement is made and entered into as of 10/22/2024 by and between Synergetics Diversified Computer Services, Inc., doing business as Endeavor IT of P. O. Box 808, Starkville, Mississippi 39760, hereinafter referred to as "Endeavor IT", and Starkville Utilities hereinafter referred to as "Client", having its primary location at 200 N Lafayette St Starkville MS 39760.

WHEREAS, Endeavor IT has reviewed the Client's Technical Services needs with Joel Clements and is desirous of providing the Client with the needed Managed Services;

WHEREAS, the Client has reviewed Endeavor IT's capabilities and is desirous of Endeavor IT providing the Managed Services;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, conditions and agreements herein contained, the parties hereto, each intending to be legally bound, agree that the above recitals are incorporated into this Agreement and also agree as follows:

1.0 Description of Services. Beginning on 11/06/2024 Endeavor IT will provide the services (collectively, the "Services"), as described in Exhibit A of this document.

2.0 Endeavor IT Pricing Schedule. For services rendered, Endeavor IT will submit invoice(s) to the Client according to the terms defined in Exhibit C of this document.

3.0 Expense Reimbursement. Unless expressly stated otherwise, Endeavor IT shall bear all

— "out of pocket" expenses related to travel and lodging. Expenses incurred for hardware, software, etc. as required by the task being performed, shall be borne by the Client. Client shall be provided estimation of these expenses, and Client will provide permission for these expenses and agreement to pay for these expenses, prior to the expense actually being incurred.

4.0 Ownership. The Client shall be the sole owner of any and all installed software and hardware, network configurations, network wiring and cabling, and other equipment physically installed in conjunction with this project. Endeavor IT shall make no claim to the aforementioned property; however, the following provisions apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, patents, studies, reports, and research (collectively, Intellectual Property):

4.1 **Endeavor IT's Intellectual Property.** Endeavor IT holds an interest in the Intellectual Property activities that result from this Agreement.

4.2 **Development of Intellectual Property.** Any improvements to Intellectual Property items, further inventions or improvements, and any new items of Intellectual Property discovered or developed by Endeavor IT (or Endeavor IT's employees, if any) during the term of this Agreement shall be the property of Endeavor IT.

5.0 Liability. To the fullest extent permitted by Mississippi law, Endeavor IT will under no circumstances be liable to the Client or any other third

party for indirect, special, incidental or consequential damages, losses or expenses, including but not limited to loss of profits, loss of business opportunities, loss of goodwill, loss of records or data, or loss of equipment use, even if Endeavor IT is advised of such damages, losses or expenses.

6.0 Term and Termination

- 6.1 Term. This Agreement, being entered into as of the aforementioned date, shall have service start date of 11/06/2024 and shall remain in term until 11/05/2025
- 6.2 Contract Extension. This Agreement may be voluntarily extended by the customer for additional terms of one year each with written acknowledgement. Cost increases for services provided under this Agreement shall be capped at 4% per year.
- 6.3 Termination. Either party may terminate this Agreement at will by giving 30 days written notification to the appropriate agent listed hereunder:

If to Endeavor IT:

Endeavor IT
P. O. Box 808
Starkville, MS 39760
Attn: Justin Clark
Chief Operating Officer -

If to the Client:

Starkville Utilities
200 N Lafayette St
Starkville MS 39760
Attn: Edward Kemp
General Manager

and by fulfilling their respective obligations upon termination as outlined next.

- 6.4 Obligations Upon Termination. Upon the effective date of termination of this Agreement by either party for any reason the following provisions apply:
- (i) All sums owed by the Client to Endeavor IT will be immediately due and payable;
 - (ii) The Client will return to Endeavor IT any and all property belonging to Endeavor IT; and
 - (iii) Endeavor IT will return to the Client any and all property belonging to the Client.

7.0 Confidentiality. Each party acknowledges that it may from time to time receive Confidential Information from the other party. Each party agrees not to disclose such Confidential Information of the other party, except as expressly permitted herein. Each party shall prevent any unauthorized person from having access to the other party's Confidential Information, shall return any such Confidential Information to the other party at any time upon request and shall return or destroy all copies of such Confidential Information immediately after termination of this Agreement. A violation of this paragraph shall be a material violation of this Agreement.

8.0 Unauthorized Disclosure of Information. If it appears that either party has disclosed (or threatened to disclose) information in violation of this Agreement, the harmed party shall be entitled to an injunction to restrain the violating party from disclosing, in whole or in part,

such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed.

9.0 Confidentiality After Termination. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of this Agreement.

10.0 Hiring of Endeavor IT's Employees. Prior to the target date of the completion of this Agreement and for a period of two years after the termination of this Agreement, Client will not hire or offer to hire, either directly or indirectly, any employee of Endeavor IT without Endeavor IT's written consent. Likewise, Endeavor IT will not hire or offer to hire, either directly or indirectly, any employee of Client without Client's written consent.

11.0 Billing and Collections. Client agrees to abide by Endeavor IT's Billing and Collections Policy as shown below:

- 11.1 Endeavor IT will promptly render invoices to Client.
- 11.2 Client agrees to render payment for invoices promptly.
- 11.3 Any outstanding balance that remains unpaid beyond thirty (30) calendar days of Invoice rendering is considered past due.
- 11.4 The client is expected to pay interest expense on the outstanding balance. A 1.5% per month interest expense accrues from the date of the invoice(s). This interest expense will not be charged if the invoice is paid within thirty (30) days. Outstanding balances older than forty-five (45) days will have the interest expense added to the amount outstanding.
- 11.5 If a balance remains unpaid for a period of ninety (90) calendar days, Endeavor IT may assign this overdue balance to a third party for the purpose of collecting the overdue balance.

12.0 Miscellaneous.

- 12.1 **Notices.** Notices required during the term of this Agreement if given by regular mail or electronic means generating a hard copy printout shall be deemed to have been given or made when delivered personally or placed, properly addressed and postage prepaid, in the mail of any jurisdiction or communicated by telefax or similar electronic means. All notices will be given by one party to the other at the addresses indicated below, unless change thereof previously has been given in writing to the party giving notice.
- 12.2 **Amendment.** This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both parties.
- 12.3 **Severability.** If any one or more provisions of this Agreement is declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement if the essence of the parties' agreement is retained, and such invalid or unenforceable provision shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.
- 12.4 **Waiver.** Any failure of either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions or the right of the party thereafter to enforce each and every such provision.

- 12.5 No Third Party Beneficiaries. The parties specifically intend and agree that no one other than the parties to this Agreement shall be deemed to be a third party beneficiary of any of the rights or obligations set forth in this Agreement.
- 12.6 Exhibits and Schedules. All exhibits and schedules to this Agreement, if any, are hereby incorporated by reference into, or made a part of, this Agreement.
- 12.7 Entire Agreement. All prior proposals, understandings, and other agreements, whether oral or written, between the parties that relate to this subject matter are hereby superseded and merged into this Agreement. This agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof. The express terms hereof control and supersede (i) all oral or written understandings of the subject matter hereof and (ii) any course of performance and/or usage of trade inconsistent with any of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers or representatives as of the date first written above.

Endeavor IT

Client


Justin Clark
President and COO

Edward Kemp
General Manager

EXHIBIT A

Endeavor IT will provide the Client with the following Managed Services for the term of one year as defined in the Agreement. The Services provided via this agreement include:

- Provide on-site or remote IT management and administration as well as problem troubleshooting, diagnosis, and solution.
- Provide Senior Network Engineer on-call to handle escalated IT support and guidance.
- Provide routine monthly hardware maintenance.
- Provide RMA assistance of replaceable hardware purchased from Endeavor IT that is covered under a manufacturer warranty.
- Provide pricing and guidance on hardware that is not covered under a manufacturer warranty.
- Equipment included in this agreement is denoted by checkmarks below:

☒ VoIP

☒ CCTV system

☒ Access Control system

☐ Mass Notification system

☒ Network equipment

☒ Data Center Equipment

☒ Computer device and accessories

☐ Interactive panels

▪ Structured Cabling

▪ Firewall

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Excluded Items/Services:

Expenses incurred for hardware, software, etc. as required by the task being performed, shall be borne by the Client. Excluded Items or Services include but are not limited to the following:

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- Any non-IT materials needed to provide services or requested by Client, including but not limited to office supplies or media.
- Any extensive type of service, repair, reconfiguration, maintenance or management occasioned or made necessary by the alteration of systems, devices, software or other resources, with or without administrative access to such resources, by anyone other than authorized personnel. Includes any change or service occasioned by acts or omissions by the Client's own employees, principals, consultants, subcontractors, third party vendors, or any other third parties who may have or have had physical, logical or remote access to Client's resources.
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EXHIBIT C

FEES FOR SERVICES

This Agreement, being entered into as of the aforementioned date, shall have:

Service Start Date of: 11/1/2024

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Term: 12 Months term commencing on Service Start Date.

Hours: 200 Total Allocated Hours for Contract Year

- Contract Extension. This Agreement may be voluntarily extended by the customer for additional terms of one year each. Cost increases for services provided under this Agreement shall be capped at 4% per year.

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The total of this agreement is \$30,000

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- The labor rate for services not covered under this agreement will be \$180/hour and billed separately from this agreement.
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- The included master labor rate includes various resources listed: Sr. Engineer \$180, Network Level I and II \$150, and Network Tech \$130



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

AGENDA DATE: 11.05.2024
PAGE: 1

SUBJECT: Request authorization of Task Order #1 with Garver, LLC for the design and bid phase services related to the Headworks Improvements project.

AMOUNT & SOURCE OF FUNDING: Capital Improvement Funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

This task order will authorize Garver to provide design and bid phase services for the Headworks Improvements project.

SUGGESTED MOTION:

Move approval of Task Order #1 with Garver, LLC for the design and bid phase services related to the Headworks Improvements project