



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
November 19, 2024**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A'. Perkins

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

City Attorney
Berk Huskison

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Edward Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
Cody Burnett

Court Clerk
Monica Lairy

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY NOVEMBER 19, 2024
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

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

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

A. THIRD PUBLIC HEARING AND CONSIDERATION 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. SECOND PUBLIC HEARING AND CONSIDERATION TO AMEND THE UNIFIED DEVELOPMENT CODE.

C. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT THE **VACANT LOT BEHIND 7186 MS HWY 182 W**, WITH THE PARCEL NUMBER 103A-00-001.61, 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.

- D. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT THE **VACANT LOT BEHIND 409 HWY 12**, WITH THE PARCEL NUMBER 101D-00-242.02, 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 CLEANUP OF THE PROPERTY SHOULD OCCUR.
- E. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT **608 YELLOW JACKET DR**, WITH THE PARCEL NUMBER 102G-00-042.00, 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 CLEANUP OF THE PROPERTY SHOULD OCCUR.
- F. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT THE **LOT 4 LAUREL POINT FINAL PLAT ACADEMY RD**, WITH THE PARCEL NUMBER 102I-00-013.06, 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 CLEANUP OF THE PROPERTY SHOULD OCCUR.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF APPROVAL OF THE 2025 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE AND IF THE GOVERNOR OF THE STATE OF MISSISSIPPI DESIGNATES ADDITIONAL DAYS AS PAID HOLIDAYS BY PROCLAMATION, THE MAYOR MAY DESIGNATE SUCH ADDITIONAL DAYS AS PAID HOLIDAYS FOR ELIGIBLE EMPLOYEES.
- B. CONSIDERATION OF ACCEPTING THE LOWEST QUOTE OF \$52,870.00 FROM FOUR SEASONS, LLC FOR THE REPLACEMENT OF PLANTS IN THE HIGHWAY 12 MEDIANS.

X. BOARD BUSINESS

- A. CONSIDERATION OF REAPPOINTING MARY LOVE TAGERT TO THE GOLDEN TRIANGLE REGIONAL SOLID WASTE MANAGEMENT AUTHORITY FOR A TERM BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2028.
- B. RECONSIDERATION OF THE OCTOBER 15, 2024 BOARD ORDER DETERMINING UNDER MISS. CODE ANN. § 21-19-11 THAT THE BUILDINGS LOCATED AT 203 WARE ST. WITH THE PARCEL NUMBER 118O-00-182.00, AND 409 MCKEE AVE WITH THE PARCEL NUMBER 102B-00-098.00, ARE IN

SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY SUCH THAT DEMOLITION SHALL OCCUR.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO DECLARE SURPLUS AND SELL A JOHN DEERE TRACTOR SERIAL NUMBER 158397 ON GOV DEALS.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 24-11: A REQUEST FOR FINAL PLAT APPROVAL FOR “ADKERSON-MSU SUBDIVISION” LOCATED NORTH OF UNIVERSITY DRIVE, EAST OF CAMP AVENUE, NORTH OF VISTA AVENUE, AND EAST OF ADKERSON WAY IN A T-5U ZONING DISTRICT.
2. CONSIDERATION OF APPOINTING AMANDA JACOBS, WARD 1, TO THE BOARD OF ADJUSTMENT AND APPEALS FOR A 4-YEAR TERM EXPIRING NOVEMBER 30, 2028.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF SELECTING NEEL SCHAFER, INC. AS THE PREFERRED CONSULTANT TO PROVIDE ENGINEERING DESIGN AND PLANNING SERVICES FOR THE CITY OF STARKVILLE SAFE STREETS AND ROADS FOR ALL HIGHWAY 12 IMPLEMENTATION PROJECT.
2. CONSIDERATION OF REJECTING BIDS FOR THE LAMPKIN ST & MONTGOMERY ST INTERSECTION IMPROVEMENTS PROJECT AND PERMISSION TO READVERTISE FOR BIDS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 11, 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. ACCEPTANCE OF OCTOBER 2024 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST APPROVAL TO HIRE MICHAEL CUMMINS AS A NON-CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
2. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY FOR STARKVILLE SANITATION WORKERS.
3. REQUEST AUTHORIZATION TO HIRE GABRIEL JORDAN AS A WATER TECHNICIAN I THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST APPROVAL OF THE PROMOTION OF ANNA BETH ROBERTSON TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT AND AUTHORIZATION TO RETAIN THE REMAINING CANDIDATES FROM THE PROMOTION PROCESS HELD ON SEPTEMBER 9-10, 2024 FOR CONSIDERATION TO HIRE ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE STARKVILLE FIRE DEPARTMENT WITHIN A PERIOD OF SIX MONTHS.
5. REQUEST APPROVAL TO HIRE CORTEZ BANKS AS SEASONAL SANITATION WORKER.
6. REQUEST AUTHORIZATION TO HIRE LUKE KNIGHT AS A STUDENT INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.
7. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY THE HUMAN RESOURCES DEPARTMENT FOR A STARKVILLE FIRE DEPARTMENT EMPLOYEE.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVING CHANGE ORDER #3 FOR THE J L KING PARK SPLASHPAD EXPANSION PROJECT IN THE AMOUNT OF A \$5,889.20 INCREASE AND 6 ADDITIONAL DAYS.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO LEASE 6 VEHICLES FROM ENTERPRISE FLEET MANAGEMENT, FOR A TOTAL 1-TIME EQUIPMENT COST OF \$ 32,400.00, PLUS A TOTAL ANNUAL VEHICLE COST OF \$71,339.28 FOR 5 YEARS.

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 AUTHORIZATION OF CHANGE ORDER #2 FOR A PRICE DECREASE OF \$40.00 FOR THE AZALEA LANE ELEVATED WATER TANK REHABILITATION PROJECT.
2. REQUEST AUTHORIZATION TO DECLARE 78 5/8" BADGER METERS AND 3-1" BADGER DISC METERS AS SURPLUS AND SELL ON GOVDEALS OR ANOTHER SURPLUS VENUE.
3. REQUEST AUTHORIZATION TO SURPLUS AND SELL ON GOVDEALS OR ANOTHER SURPLUS VENUE A 2011 BOBCAT 324 (PIN LAST FOUR DIGITS: 1567) AND 2002 CHEVROLET 3500 DUMP TRUCK (VIN LAST FOUR DIGITS: 3412), AND TO PURCHASE A BOBCAT E20 MINI EXCAVATOR AND 20" BUCKET FROM WILLIAMS EQUIPMENT, THE LOW QUOTE, IN AN AMOUNT OF \$28,120.17.
4. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM CONSOLIDATED PIPE AND SUPPLY COMPANY FOR SIX MUELLER FIRE HYDRANTS IN THE AMOUNT OF \$17,850.00.
5. REQUEST AUTHORIZATION OF TASK ORDER #1 WITH NEEL SCHAFER, INC. FOR THE ENGINEERING SERVICES RELATED TO THE CURRY STREET WELL NO. 2 INSPECTION AND REPAIR PROJECT IN THE AMOUNT OF \$18,000.00.
6. REQUEST AUTHORIZATION OF TASK ORDER #2 WITH NEEL SCHAFER, INC. FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO THE BLUEFIELD WATER TREATMENT PLANT REHABILITATION PROJECT IN THE AMOUNT OF \$156,750.00.

7. REQUEST 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 AND ITS CITIZENS, TO REPAIR THE WELL PUMP AT THE SOUTH MONTGOMERY WELL IN THE AMOUNT OF \$15,946.00 FROM PARKS & PARKS, THE LOWER OF TWO QUOTES.

8. REQUEST 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 AND ITS CITIZENS, TO REPAIR THE SOFT START ASSEMBLY AT THE SOUTH MONTGOMERY WELL IN THE AMOUNT OF \$6,500.00 FROM DOSS ELECTRIC, THE LOWER OF TWO QUOTES.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

TRANSACTION OF BUSINESS AND DISCUSSIONS OR NEGOTIATIONS REGARDING THE LOCATION, RELOCATION OR EXPANSION OF A BUSINESS OR AN INDUSTRY.

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 3, 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.

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
NOVEMBER 1, 2024**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, November 1, 2024 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Vice Mayor Roy A' Perkins, Alderwoman Kim Moreland, Alderwoman Sandra Sistrunk, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn, Sr. City Attorney Berk Huskison and Deputy City Clerk Joanna McLaurin 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.

The Mayor and members of the Board discussed items on the upcoming November 5, 2024 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 19TH DAY OF November, 2024.

MAYOR D. LYNN SPRUILL

Attest:

Seal

JOANNA MCLAURIN
DEPUTY CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

NOVEMBER 1, 2024

11:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. DISCUSSION OF THE AGENDA ITEMS FOR THE NOVEMBER 5, 2024, MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- C. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, NOVEMBER 1, 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.

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

AGENDA ITEM: MINUTES
AGENDA DATE: 11-19-24
PAGE: 1 of 128

SUBJECT: Request approval of the minutes of the November 5, 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 November 5, 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
November 5, 2024**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on November 5, 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:

Alderman Sistrunk asked to add item B (Bond) under Board 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 Moreland, to approve the November 5, 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
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:

Nov 6: 11 am– Emerson Center, 5 pm- First Presbyterian and 6:30 pm- Sportsplex

Nov 7: 11 am – Sportsplex, 12:30 pm – Sportsplex and 5:15 pm – Episcopal Church

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 AUDIO 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.

Consent items 2 – 28:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 1, 2024 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 1, 2024 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE OCTOBER 11, 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 Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 11, 2024 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE OCTOBER 15, 2024 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 15, 2024 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to authorize the lien on 617 West Main Street that will compensate the city in the amount of \$4,358.527 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 as to case #22-000562 ” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND 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).

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the MOU between the City and Oktibbeha County and LEPC for the grant funds associated with the HAZMAT fire grant” is enumerated, this consent item is thereby approved. The MOU follows the Item 8 Bond Resolution.

7. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to appoint Ms. Sophia Nickles, the sole applicant, to fill a vacancy with the Starkville Housing Authority Board for a five-year term ending November 6, 2029” is enumerated, this consent item is thereby approved.

8. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing and directing the issuance of 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” is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF 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:

YEAR	AMOUNT

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 Nov. 5, 2024.



Lesa Hardin, City Clerk

Publication Information:
The Starkville Daily News

Oct. 11, 2024,
Oct. 18, 2024, and Oct. 25, 2024

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 (2/3rds) 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 Jeffrey Rupp 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, November 5, 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

\$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

Lesa Hardin
City Clerk

General Manager

Dated: Nov. 5, 2024



Attachment C

Proof of Publication of Resolution of Intent

AFFP

ROI - Water Sewer Bonds Sville

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Ashley Doss, being duly sworn, says:

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

October 11, 2024, October 18, 2024, October 25, 2024

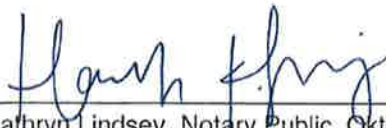
That said newspaper was regularly issued and circulated on those dates.

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

State of Mississippi
Kathryn Lindsey, Notary Public
Oktibbeha County
My Commission Expires July 23, 2027
Commission Number 368691

00001631 00105381

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “Agreement”) is made and entered into as of the 5th 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
Lesa Hardin, City Clerk



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

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of Amendment #1 of the 2025 Street Improvement list” is enumerated, this consent item is thereby approved.

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 Garrard Road	Fire Station 5	City Limits (west)	Minor Collector	3650	22	7	Crack Seal, Patching, Leveling	\$20,000

Total including Cont, Insp., Testing = \$3,376,841

Amendment #1

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the City of Starkville Tree Maintenance Term Contract” is enumerated, this consent item is thereby approved. This contract will be for tree trimming, pruning, removal, stump grinding, and mulching inside the City right-of-way, maintenance easements, and parks.

11. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of 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” is enumerated, this consent item is thereby approved. Quotes: Ambiance Landscape - \$17,306.50, SGK - \$20,474.70 and Evergreen - \$18,424.00

12. CONSIDERATION TO HIRE JONQUAVIOUS IVY AND TYLAN ODEN AS SEASONAL SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Jonquavious Ivy and Tylan Oden as Seasonal Sanitation Workers” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE MARK NANCE AS AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING / UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Mark Nance as an Engineering Inspector in the Starkville Engineering/Utilities Departments” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY FOR A STARKVILLE SANITATION WORKER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the discipline recommended by Sanitation Director Chris Smiley for a Starkville Sanitation Worker” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY STARKVILLE POLICE CHIEF MARK BALLARD AS A RESULT OF A DISCIPLINARY ISSUE FOR A STARKVILLE POLICE OFFICER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the discipline recommended by Starkville Police Chief Mark Ballard as a result of a disciplinary issue for a Starkville Police Officer” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE CURT WARD AS A LINEMEN IN STARKVILLE UTILITIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Curt Ward as a lineman in Starkville Utilities” is enumerated, this consent item is thereby approved.

17. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Landon Bennett, Caleb Cistrunk, Morgan Fishel, Quan'terrious Johnson, Josh McDonald and Joshua Pfahler as Non-Certified Firefighters” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE MADISON AUDO AND AUTUMN WYLIE AS PART-TIME DISPATCHERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval to Hire Madison Auto and Autumn Wylie as Part-Time Dispatchers in the Starkville Police Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO RENEW STRATOCAST CAMERA STORAGE AND MONITORING SOFTWARE FOR POLICE DEPARTMENT CAMERAS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the renewal of Stratocast camera software for Police Department cameras” is enumerated, this consent item is thereby approved. The agreement follows this page.

20. CONSIDERATION TO PURCHASE 5 CAMERAS FOR THE POLICE DEPARTMENT CAMERA PROJECT FOR THE LOWEST QUOTE AMOUNT OF \$19,940 FROM SECURITY SOLUTIONS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of 5 cameras for the Police Department camera project for the lowest quote amount of \$19,940.00” is enumerated, this consent item is thereby approved. Two Quotes: Sec Solutions - \$19,940.00 and Active Solutions - \$30,343.37

21. CONSIDERATION OF 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of 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” is enumerated, this consent item is thereby approved. 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. The Change Order follows the Stratocast agreement.



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.



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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.

convergint

Total Project Investment:

\$ 27,802.88

Thank you for considering Convergent 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

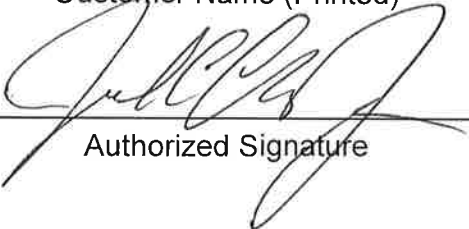
Convergent

Mark Faulkenberry

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Scott Grice

Customer Name (Printed)



Authorized Signature

October 11, 2024

Date



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/>.



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

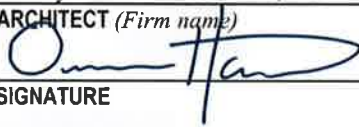
The Contract Time will be increased by Forty-Five (45) days.
The new date of Substantial Completion will be October 18, 2025

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)



SIGNATURE

Owen Harris, PLA

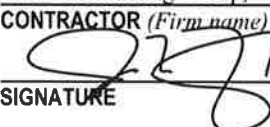
PRINTED NAME AND TITLE

11/4/2024

DATE

Ethos Contracting Group, LLC

CONTRACTOR (Firm name)



SIGNATURE

Jacob B. Forrester, President

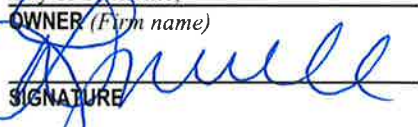
PRINTED NAME AND TITLE

11/06/2024

DATE

City of Starkville, MS

OWNER (Firm name)



SIGNATURE

D.L. Spruill, Mayor

PRINTED NAME AND TITLE

DATE

22. CONSIDERATION OF A CONSULTING SERVICES CONTRACT WITH DD CONSULTING, LLC FOR A NOT TO EXCEED AMOUNT OF \$36,000.00 FOR CURRENT PARKS PROJECTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a consulting services contract with DD Consulting, LLC for a not to exceed amount of \$36,000.00 for current parks projects” is enumerated, this consent item is thereby approved. The contract follows this page.

23. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

24. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the low bid for the Influent Pump Station Rehabilitation project from Hemphill Construction Company, Inc. and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

Two Bids received: Hemphill Construction Co., Inc. - \$1,481,630.00 and Gulf Coast Underground, LLC - \$3,340,263.00

25. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of accepting the sole source quote from TransArmour Inc. for electric transformers to be rebuilt in the amount of \$19,725.00” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a service contract for Professional Services for IT support and assistance with Endeavor IT in an amount not to exceed \$30,000.00” is enumerated, this consent item is thereby approved. The agreement follows the consulting agreement in Item 22.



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.

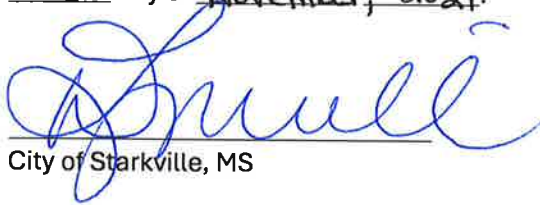


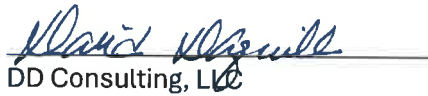
DD Consulting LLC
David D'Aquila
7546 Woodland Drive, Pass Christian, MS 39571
D.D.Consulting@outlook.com

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
5th day of November, 2024.


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 ☐ GEN'L 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 ☐ OTH-ER ☐ 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 Aggregate Limit 1,000,000 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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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

27. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval authorizing the 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” is enumerated, this consent item is thereby approved.

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.

Lesla Hardin
City Clerk

Lynn Spruill
Mayor

28. CONSIDERATION OF TASK ORDER #1 WITH GARVER, LLC FOR THE DESIGN AND BID PHASE SERVICES RELATED TO THE HEADWORKS IMPROVEMENTS PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the “approval of Task Order #1 with Garver, LLC for the design and bid phase services related to the Headworks Improvements project” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill thanked Starkville Utilities and local volunteers for putting up the Christmas decorations in the Main Street area. She also invited the public to the upcoming Utility Workshops to be held Nov 6 and Nov 7.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Police Department and the Housing Authority for their response to a recent shooting incident at Pecan Acres.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

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.

Mayor Spruill noted the changes since the 1st Public Hearing. The changes are based on the input of the Board and local business owners. Mayor Spruill opened the Public Hearing.

Ryan Handran, owner of Rick’s Café, noted his opposition to government oversight. His business currently meets the proposed requirements, but he felt businesses should comply on their own, not mandated.

Cullen Paradis, Commercial Dispatch reporter, asked if there will be a third public hearing. There will be.

Dr. Wesley Ferguson, representing the group opening a pickleball venue in Starkville, expressed support for the Ordinance changes.

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

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.

City Planner Daniel Havelin presented VA 24-04. 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. Mr. Trainer was present.

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

29. 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.

Alderman Vaughn, duly seconded by Alderman Moreland, offered a motion approving 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.

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.

FIRST PUBLIC HEARING TO AMEND THE UNIFIED DEVELOPMENT CODE.

City Planner Daniel Havelin presented the proposed amendments to the Unified Development Code. 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	Section	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

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

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.

Code Enforcement Officer Sarah Perez presented 222 Santa Anita, 815 W MS Hwy 12, Lot 24 D City Block 18A (100 Martin Luther King Dr), and Lot 5 B & PT Lot 5 & Lot 12 City Block 10 for consideration under Mississippi Code Annotated §21-19-11.

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

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:



30. 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.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion for the City of Starkville to mow the properties located at 222 Santa Anita, 815 W MS Hwy 12, Lot 24 D City Block 18A (100 Martin Luther King Dr), and Lot 5 B & PT Lot 5 & Lot 12 City Block 10 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.

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.

Code Enforcement Officer Sarah Perez presented 1443 Fire Station Rd., Starkville, MS 39759, with the parcel number 118 -27-017.00. Initial inspection of 1443 Fire Station Rd. 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 Clerk Office and through Deed records. On Monday, October 28, 2024, Officer Sarah Perez and Building Official Stein McMullen met with Mr. Ethen Gillespie, 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 them.

Mr. Gillespie was present and apologized to the Mayor and Board that the property had gotten to this condition. He requested time to remove any salvageable lumber and items. After that time, he would like for the City to burn the property if possible.

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

31. CONSIDERATION 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.

Alderman Sistrunk, duly seconded by Alderman Perkins, offered a motion 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 and to allow 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 today.

The Board voted as follows:

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

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

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

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		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

Back

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



HISTORIC STARKVILLE

MYGOV.US City of Starkville, MS

Phone: (662) 323-4847



RECIPIENTS: Hilda Gillespie

A photograph of a small, single-story wooden house with light blue siding and a white door. The house has a gabled roof and a small front porch with a white railing. The house appears to be in poor condition, with some siding missing and a boarded-up window on the left. It is situated on a grassy lot with trees in the background.





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

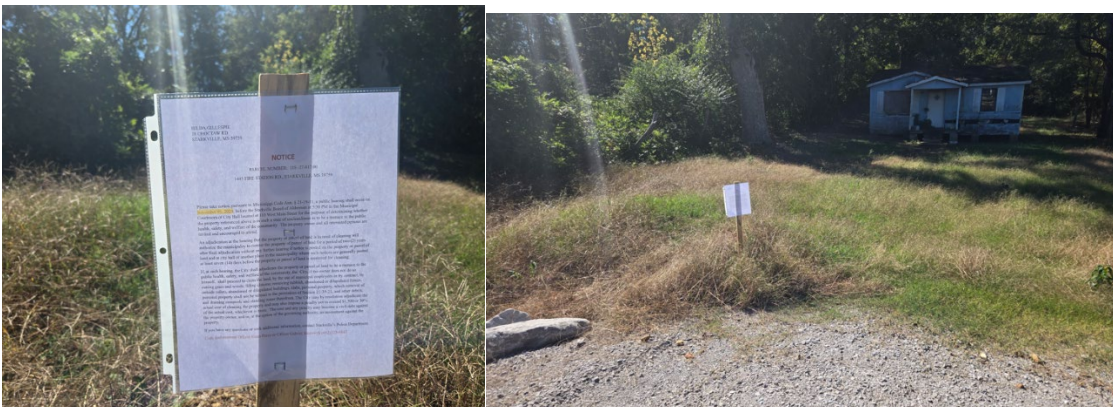
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **November 05, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced 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.

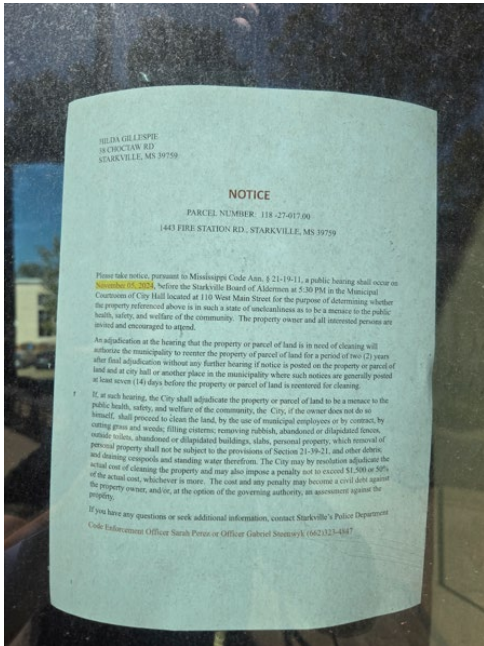
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land 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.

STARKVILLE POLICE DEPARTMENT PERMISSION TO SEARCH	
I, <u>Ethen Gillespie</u> have been informed by <u>Sarah Perez</u> and <u>Stein McMullen</u> , who made proper identification as a(n) authorized law enforcement officer(s) of the Starkville Police Department of my constitutional rights not to have a search made of the premises and property owned by me and/or under my care, custody and control, without a search warrant.	
Knowing of my lawful rights to refuse to consent to such a search, I willingly give my permission to the above named officer(s) to conduct a complete search of the premises and property, including all buildings and vehicles, both inside and outside the property located at <u>1443 Fire Station Rd. Starkville, MS 39759</u>	
The above said officer(s) further have my permission to take from my premises and property, any letters, papers, materials or any other property or things which they desire as evidence for criminal prosecution in the case or cases under investigation.	
This written permission to search without a search warrant is given by me to the above officer(s) voluntarily and without any threats or promises of any kind, at <u>10:30 AM</u> on this <u>28th</u> day of <u>October</u> <u>2024</u> .	
Signed <u>Ethen Gillespie</u> Address <u>38 Chestnut Rd S</u> Phone <u>662 418 5953</u>	
Witness <u>[Signature]</u> Address <u>110 E. Main St.</u> Phone <u>662 323 2555</u>	Witness <u>[Signature]</u> Address <u>101 E. Lampkin St.</u> Phone <u>662 323 4847</u>





32. 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.

Alderman Moreland, duly seconded by Alderman Brooks, offered a motion approving 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. The MOUs follow this page. 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.

33. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, 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. The Board voted as follows:

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

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

General Fund	001	\$ 412,010.83
Airport Fund	015	77,354.77
Sanitation / Environ Services	022	28,261.08
Debt Service Fund	200	93,518.75
2022 GO Bonds	305	1,064,001.92
Parks Capital Project Fund (2023)	312	530,539.63
Spring St/Hwy 12 Linkage TAP	313	23,050.00
Park and Rec Tourism	375	34,025.00
BUILD Grant/ MS 182/MLK Dr	377	79,382.37
Economic Dev, Tourism & Conv	630	173,823.50
Payroll Clearing Fund	681	2,103.28
Sub Total Before Utilities		\$ 2,518,071.13
Utilities Dept.	SED	410,684.54
Total Claims	Total	\$ 2,928,755.67

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
Funding Amount : \$550,000 org

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: City of Starkville
By: [Signature] Date: 11.5.2024
Name, Title Mayor

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	<u>l.hardin@cityofstarkville.org</u>
Stephen Webb Corban	(662) 323-2525	<u>w.corban@cityofstarkville.org</u>
Joanna McLaurin	(662) 323-2525	<u>j.mclaurin@cityofstarkville.org</u>


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
Funding Amount : \$2,450,000 org

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.

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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.

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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: City of Starkville
By: [Signature] Date: 11-5-2024
Name Title Mayor

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	<u>l.hardin@cityofstarkville.org</u>
Stephen Webb Corban	(662) 323-2525	<u>w.corban@cityofstarkville.org</u>
Joanna McLaurin	(662) 323-2525	<u>j.mclaurin@cityofstarkville.org</u>


AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: _____

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

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

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

Having received a majority affirmative vote, the Mayor declared the motion passed. The Board entered closed session.

35. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Rupp offered a motion to go into Executive Session for the purpose of discussion of investigative proceedings. Following a second by Alderman Brooks, the Board voted as follows to enter Executive Session:

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

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

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

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

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

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

37. MOTION TO RECESS UNTIL NOVEMBER 19, 2024 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until November 19, 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 19th 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: November 19, 2024
PAGE: 1

SUBJECT: Third public hearing and consideration 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: N/A

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:

Move approval of the amendment to Municode §4.3.02(B) to authorize changes to requirements for kitchen facilities and for establishments to provide security under certain conditions.

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 dates may include other weekdays based on the concerns about additional scheduled activities. 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 employee's 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 **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 filed with the Community Development Department and approved by the Board of Aldermen at a public meeting. Said food exception, if granted, 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 28

SUBJECT:

Second Public Hearing and consideration for amending the Unified Development Code.

SUMMARY:

The Unified Development Code was adopted on December 19, 2019, and last amended on July 2, 2024. 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

ORDINANCE NO. 2024-__

**ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI FOR AMENDING
THE UNIFIED DEVELOPMENT CODE**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held two public hearings as described in the proof of publication of the notices of hearings, which is appended to the Minutes in connection with the proposed amendments to the Unified Development Code; and

WHEREAS, the Mayor and Board of Aldermen find and determine that notice of said public hearings was duly and properly given and based upon the input from citizens and others, the City of Starkville finds the need to amend the Unified Development Code; and

WHEREAS, Miss. Code Ann. §21-17-5 authorizes the City to adopt and amend ordinances with respect to the care, management, and control of its municipal affairs, property, and finances; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi:

SECTION 1. That Sections 3, 5, 6, 13, 14, 15, 16, and 17 of the Unified Development Code of the City of Starkville shall be amended as provided herein below.

SECTION 2. Said Ordinance having been previously reduced to writing, a motion was made by Alderman _____ and seconded by Alderman _____ to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

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

ORDAINED AND APPROVED, this the 19th day of November 2024, at the Regular Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

Proof of Publication

AFFP

Two Meetings - UDC updates

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Ashley Doss, being duly sworn, says:

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

October 20, 2024, October 29, 2024

The City of Starkville Board of Aldermen will conduct two public hearings to consider updates to the Unified Development Code. The amendments include but are not limited to the correction of the side setback in the T-4 zoning district, adding dimensional standards for Multi-Plex Dwellings in C and CN zoning districts, clarification of the use of Retail Sales and Services, clarification of the use of Convenience Store and Gas Stations, updating Landscaping Development Standards, updating Common Area requirements in Subdivision Standards, updating Flood Damage Prevention Ordinance, and updating types of work that require a permit. The sections affected by this update include, but are not limited to, Sections 5, 6, 13, 14, 15, 16, and 17.

There will be a total of two public hearings held by the Board of Aldermen. The Board of Aldermen will hold the first public hearing on November 5, 2024, and the second public hearing and possible consideration on November 19, 2024. Both hearings will be held at 5:30 pm in the courtroom on the 1st floor of City Hall at 110 West Main Street in Starkville, Mississippi.

Interested parties may appear and be heard at the public hearings. The draft's digital version will be available on the City's website prior to the hearing at www.cityofstarkville.org. During normal business hours, the public may review a printed copy in the Community Development Department at City Hall.

For more information, please contact Daniel Havelin, City Planner, or Lyle McCaskey, Assistant City Planner

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

SIGNED:

Ashley Doss

Classified Clerk

Subscribed to and sworn to me this 29th day of October 2024.

Kathryn Lindsey

Kathryn Lindsey, Notary Public, Oktibbeha County, Mississippi

My commission expires: July 23, 2027



00000131 00105446 662-323-4961

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

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)	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. 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. 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 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 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 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 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 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.

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.
- 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.
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. 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.
- G. 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

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, mechanical/HVAC, structural work, and/or fire sprinklers or suppression systems.
- e. Any roofing work equal to or greater than ten thousand dollars (\$10,000) and/or with structural changes.
- f. 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 seven feet (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. Any roofing work less than ten thousand dollars (\$10,000) in value with no structural changes.
- c. Fences under seven feet (7') tall.

- d. Interior demolition where no structural elements are being removed or changed.
- e. 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. Low voltage work related to networking, security cameras, private alarm systems, and controlled access.
- g. Repair and replacement of existing outlets, lighting fixtures, toilets, and/or faucets.
- h. Repair and replacement of any existing window with no structural changes.

B. Commercial Building Permits.

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.



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

AGENDA ITEM DEPT.: Police Department

AGENDA DATE: November 19, 2024

PAGE: Page 1 of 8

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located at the vacant lot behind 7186 MS Hwy 182 W., Starkville, MS 39759, with the parcel number 103A-00-001.61, 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.

SUMMARY:

Initial inspection of the vacant lot behind 7186 MS Hwy 182 W., Starkville, MS 39759, with the parcel number 103A-00-001.61, was performed by Code Enforcement Officer Sarah Perez on November 05, 2024. This inspection contained conditions not suitable for public health and safety such as extensive overgrowth of the property. This is causing many issues for the neighboring properties such as, the appearance of the neighborhood and the overgrowth providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

Notices of the public hearing were posted on the front entrance window at City Hall and on the property on November 05, 2024. Notification letters of the public hearing were sent US mail on November 05, 2024, to the property tax payer/owner NORTH MS HEALTH SERVICES INC. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

A second inspection of the property was done on November 12, 2024, showing that no attempts to resolve the issues have been made.

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 property, located at the vacant lot behind 7186 MS Hwy 182 W., Starkville, MS 39759, with the parcel number 103A-00-001.61, is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the city take action to maintain the landscape of this property at the expense of the property owner.

Section 21-19-11

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

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

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

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

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

The vacant lot behind 7186 MS Hwy 182 W., Starkville, MS 39759, with the parcel number 103A-00-001.61, Property Link

Property Link

OKTIBBEHA COUNTY, MS

Current Date 11/ 5/2024

Tax Year 2024

Records Last Updated 11/ 4/2024

PROPERTY DETAIL		
OWNER	NORTH MS HEALTH SERVICES INC	ACRES : **NA**
	830 SOUTH GLOSTER ST	LAND VALUE : 160000
		IMPROVEMENTS : **NA**
	TUPELO MS 38801	TOTAL VALUE: 160000
		ASSESSED : 24000

PARCEL 103A-00-001.61

ADDRESS **NA**

TAX INFORMATION			
YEAR 2024	TAX DUE	PAID	BALANCE
COUNTY	1322.64	0.00	1322.64
CITY	768.00	0.00	768.00
SCHOOL	1583.76	0.00	1583.76
TOTAL	3674.40	0.00	3674.40

[Pay Taxes](#)

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION		
EXEMPT CODE		LEGAL PT S2 NW4 NE4 NE4
HOMESTEAD CODE	None	MAP 103A DB/PG 2009/2897 2018/
TAX DISTRICT	1110	21110
PPIN	024576	B 2018 P 21110 11/09/2018
SECTION	05	
TOWNSHIP	18N	
RANGE	14E	

Book 2018

Page 21110

[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 November 05, 2024, at approximately 11:01 hrs.

(CALL CARD)

Call #	24-037883	Dispatcher	PEREZ, S
Date/Time	11/05/2024 11:01:01	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

MALLORY LN
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:01:01	11:01:01	11:08:12		

Notes

11/5/2024 11:04:02 AM PEREZ, S

CASE #24-000603 - DILAPIDATED STRUCTURES AND
PROPERTY MAINTENANCE @ MALLORY LN EMPTY LOT,
NA 103A-00-001.61

11/5/2024 11:04:24 AM PEREZ, S

PUBLIC HEARING NOTICE POSTED



Public hearing notice posted at City Hall on November 05, 2024.

NORTH MS HEALTH SERVICES INC
830 SOUTH GLOSTER ST
TUPELO, MS 38801

NOTICE

PARCEL NUMBER: 103A-00-001.61

STARKVILLE, MS 39759

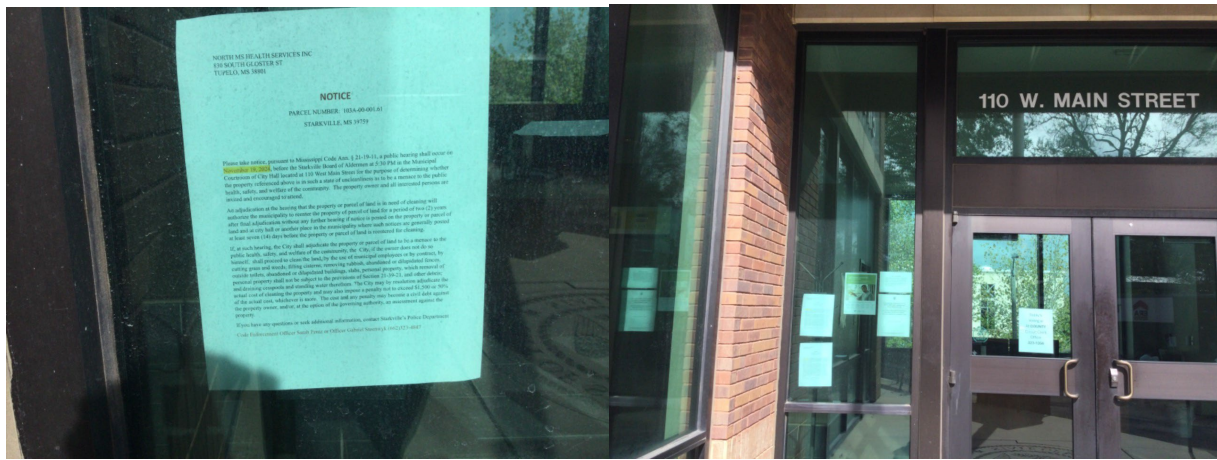
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **November 19, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced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

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

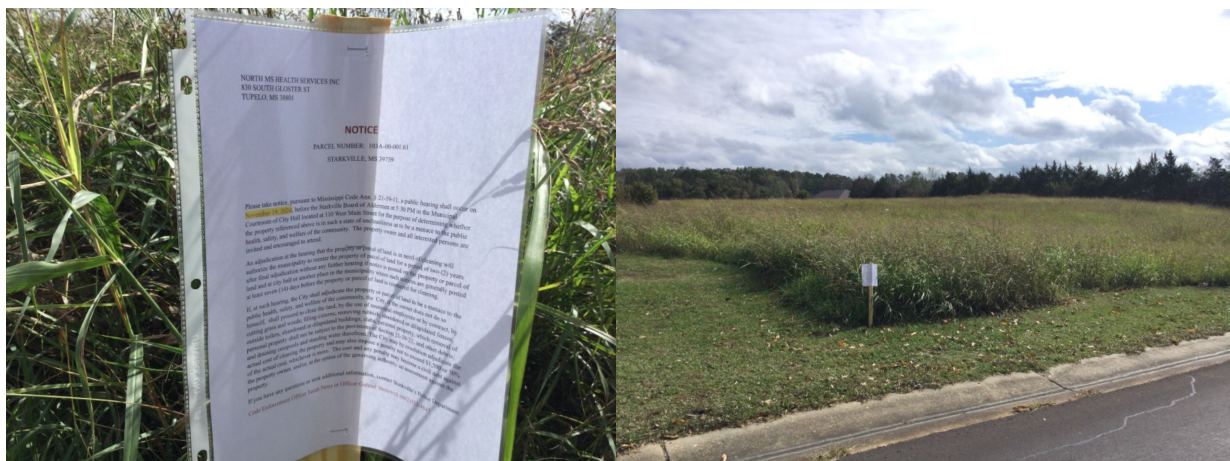
Code Enforcement Officer Sarah Perez or Officer Gabriel Steenwyk (662)323-4847



A public hearing notice was mailed to the property owner on November 05, 2024.



A Public Hearing notice was posted on the property on November 05, 2024.



Violation Notice issued pages 1-2,



FIRST NOTICE OF VIOLATION

North MS Health Services
830 South Gloster St
Tupelo, MS 38801

Case No. 24-000603
Issued: November 05, 2024

VIOLATION LOCATION

Mallory Ln Empty Lot
NA 103A-00-001.61,
Starkville, MS 39759

LEGAL DESCRIPTION

PT S2 NW4 NE4 NE4

An inspection of the above referenced property was made on November 05, 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 November 15, 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: North MS Health Services

Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Sarah Perez on Nov 05, 2024 at 9:41 AM

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

CORRECTION	DESCRIPTION
Agency Steps for Non-Compliance (Penalty) (REQUIRED)	The City shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on November 12, 2024, at approximately hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call # 24-038706
Date/Time 11/12/2024 09:26:47
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

MALLORY LN

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:26:47	09:26:47	09:28:39		

Notes

11/12/2024 9:27:46 AM	PERE Z, S	CASE #24-000603-DILAPIDATED STRUCTURES AND PROPERTY MAINTENANCE @ MALLORY LN EMPTY LOT, NA 103A-00-001.61
11/12/2024 9:28:31 AM	PERE Z, S	PHOTOS TAKEN SHOWING NO PROGRESS HAS BEEN MADE TO CORRECT THE VIOLATION





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

AGENDA ITEM DEPT.: Police Department

AGENDA DATE: November 19, 2024

PAGE: Page 1 of 12

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located at the vacant lot behind 409 Hwy 12, Starkville, MS 39759, with the parcel number 101D-00-242.02, 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 cleanup of the property should occur.

SUMMARY:

Initial inspection of the vacant lot behind 409 Hwy 12, Starkville, MS 39759, with the parcel number 101D-00-242.02, was performed by Code Enforcement Officer Sarah Perez on November 01, 2024. This inspection contained conditions not suitable for public health and safety such as extensive overgrowth of the property. This is causing many issues for the neighboring properties such as, the appearance of the neighborhood and the overgrowth providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

Notices of the public hearing were posted on the front entrance window at City Hall and on the property on November 05, 2024. Notification letters of the public hearing were sent US mail on November 05, 2024, to the property tax payer/owner RIVERBEND LAND AND DEVELOPMENT LLC. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

A second inspection of the property was done on November 12, 2024, showing that progress is being made to resolve the issue.

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 property, located at the vacant lot behind 409 Hwy 12, Starkville, MS 39759, with the parcel number 101D-00-242.02, is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the city give this property owner a warning and if the property comes into violation again within a two-year period the city will take action to clean the property at the owner's expense.

Section 21-19-11

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

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

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

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

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

The vacant lot behind 409 Hwy 12, Starkville, MS 39759, with the parcel number 101D-00-242.02,
Property Link

Property Link

OKTIBBEHA COUNTY, MS

Current Date 11/ 1/2024

Tax Year 2023

Records Last Updated 10/31/2024

PROPERTY DETAIL		
OWNER	RIVERBEND LAND AND DEVELOPMENT	ACRES : **NA**
	125 WOODMONT WAY	LAND VALUE : 150000
		IMPROVEMENTS : 36560
	RIDGELAND MS 39157	TOTAL VALUE: 186560
		ASSESSED : 27984

PARCEL 101D-00-242.02

ADDRESS **NA**

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	1542.48	1542.48	0.00
CITY	895.49	895.49	0.00
SCHOOL	1846.38	1846.38	0.00
TOTAL	4284.35	4284.35	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 1 / 31 / 2024

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	PT LOT 37 CITY BLK 36
HOMESTEAD CODE	None	2014/2283 2017/4353
TAX DISTRICT	1110	MAP 101D DB/PG 2003/8140 2006/
PPIN	022458	8904
SECTION	02	B 2017 P 4353 06/05/2017
TOWNSHIP	18N	
RANGE	14E	

Book 2017

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[PURCHASE COUNTY TAX SALE FILES](#)

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on November 01, 2024, at approximately 10:52 hrs.

(CALL CARD)

Call # 24-037393
Date/Time 11/01/2024 10:52:09
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

521 S MONTGOMERY ST
 STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:52:09	10:52:09	11:28:39		

Notes

11/1/2024 11:16:43 AM	PEREZ, S	CASE #24-000588 - DILAPIDATED STRUCTURES AND PROPERTY MAINTENANCE
11/1/2024 11:16:56 AM	PEREZ, S	PHOTOS TAKEN
11/1/2024 11:18:00 AM	PEREZ, S	PROPERTY OWNER LIST ON TAX DOCS IS RIVERBEND LAND & DEVELOPMENT LLC
11/1/2024 11:20:25 AM	PEREZ, S	COUNTY DEED RECORD SHOWS A PHONE NUMBER OF (601) 941-6478 THIS NUMBER LED ME TO MR. MARK SHAPLEY WHO IS LISTED AS A MEMBER ON THE SEC.OF STATE DOCS FOR THE LLC
11/1/2024 11:26:34 AM	PEREZ, S	I SPOKE WITH MR. MARK SHAPLEY AND INFORMED HIM OF THE VIOLATIONS AND HE STATED THAT HE THINKS THE CITY SHOULD BE RESPONSIBLE FOR CLEANING THE PROPERTY DUE TO THE TRASH NO BEING PUT THERE BY HIM OR HIS ASSOCIATES IT IS BEING DUMPED THERE BY OTHERS
11/1/2024 11:28:22 AM	PEREZ, S	I ADVISED MR SHAPLEY THAT REGARDLESS OF HOW THE TRASH GOT THERE IT IS THE PROPERTY OWNERS REponsability TO MAINTAIN THE PROPERTY AND THAT THE VIOLATIONS CONSISTED OF TRASH AND OVER GROWTH OF VEGETATION







Violation Notice issued pages 1-5 mailed to the property owner on November 5, 2024



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

FIRST NOTICE OF VIOLATION

Land And Development Llc Riverbend
125 Woodmont Way
Ridgeland, MS 39157

Case No. 24-000588
Issued: November 05, 2024

VIOLATION LOCATION

1010-00-242-02
Starkville, MS 39759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on November 05, 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 November 15, 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 Penz, Code Enforcement Officer

RECIPIENT: Land And Development Llc Riverbend

MYGOV.US 24-000588, 11/05/2024 at 10:13 AM

Page 1/5

MYGOV.US City of Starkville, MS

Phone: (662) 323-4847



Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Sarah Penz on Nov 01, 2024 at 11:04 AM

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

CORRECTION

DESCRIPTION

Agency Steps for Non-Compliance (Penalty)

REQUIRED



MYGOV.US 24-000588, 11/05/2024 at 10:13 AM

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MYGOV.US City of Starkville, MS

Phone: (662) 323-4847



MYGOV.US 24-000588, 11/05/2024 at 10:13 AM

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MYGOV.US City of Starkville, MS

Phone: (662) 323-4847



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MYGOV.US 24-000588, 11/05/2024 at 10:13 AM

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MYGOV.US 24-000588, 11/05/2024 at 10:13 AM

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A Public Hearing notice was posted on the property on November 5, 2024.

RIVERBEND LAND AND DEVELOPMENT LLC
125 WOODMONT WAY
RIDGELAND, MS 39157

NOTICE

PARCEL NUMBER: 101D-00-242.02

STARKVILLE, MS 39759

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

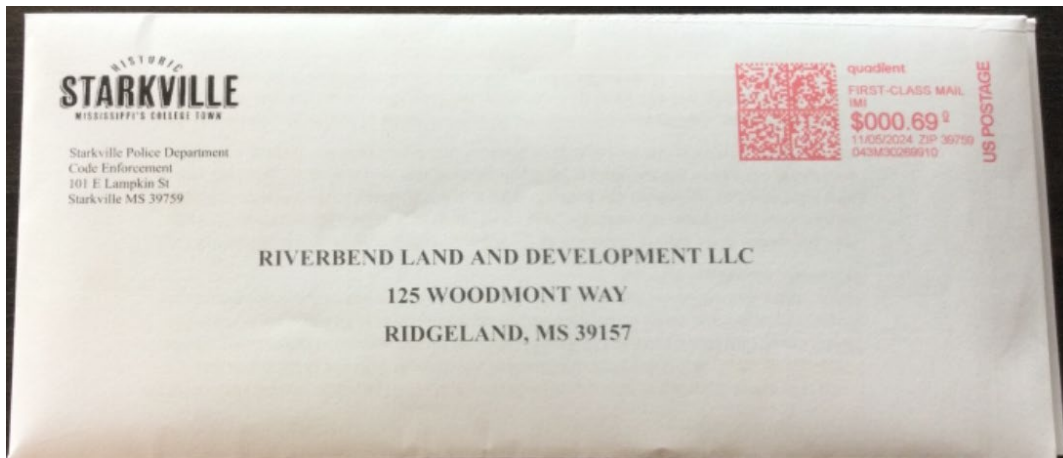
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

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

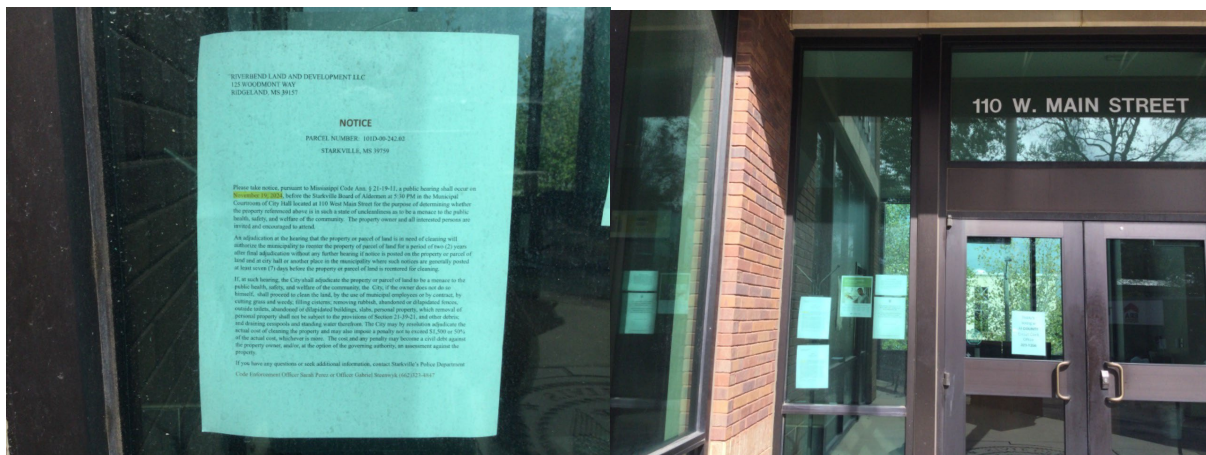
If you have any questions or seek additional information, contact Starkville's Police Department
Code Enforcement Officer Sarah Perez or Officer Gabriel Steenwyk (662)323-4847



Public Hearing notice mailed to the property owner via US mail on November 5, 2024



Photographs below were taken by Officer Sarah Perez on November 5, 2024, public hearing notices were posted in the front window at City Hall.



The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on November 12, 2024, at approximately 13:29 hrs. The photographs show progress of the clean up being made.

(CALL CARD)

Call # 24-038737
Date/Time 11/12/2024 13:29:44
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

521 S MONTGOMERY

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	13:29:44	13:29:44	13:30:40		

Notes

11/12/2024 1:30:07 PM PEREZ, S

CASE #24-000588 - DILAPIDATED STRUCTURES AND
PROPERTY MAINTENANCE @ PARCEL # 101D-00-242.02
PHOTOGRAPHS TAKEN PROGRESS HAS BEEN MADE

11/12/2024 1:30:32 PM PEREZ, S









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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: November 19, 2024
PAGE: Page 1 of 11

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located at 608 Yellow Jacket Dr, Starkville, MS 39759, with the parcel number 102G-00-042.00, is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

SUMMARY:

Initial inspection of 608 Yellow Jacket Dr, Starkville, MS 39759, with the parcel number 102G-00-042.00, was performed by Code Enforcement Officer Gabriel Steenwyk on November 4, 2024. This inspection contained conditions not suitable for public health and safety such as extensive overgrowth of the property. This is causing many issues for the neighboring properties such as, the appearance of the neighborhood and the overgrowth providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

Notices of the public hearing were posted on the front entrance window at City Hall and on the property on November 4, 2024. Notification letters of the public hearing were sent on November 5, 2024, to the property tax payer/owner CUMULUS MEDIA TOWER CO LLC. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records. The property owner has been contacted about this property previously. The property owner has made corrections to the property previously, but the violation is recurring.

A second inspection of the property was done on November 8, 2024, showing that no attempts to resolve the issues have been made.

A third inspection of the property will occur on November 19, 2024, the morning of the scheduled Public Hearing to determine the state of the property.

REQUESTING

DIRECTOR'S

DEPARTMENT: Police-Code Enforcement

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move to determine the property, located at 608 Yellow Jacket Dr, Starkville, MS 39759, with the parcel number 102G-00-042.00, is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the city take action to maintain the landscape of this property.

Section 21-19-11

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

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

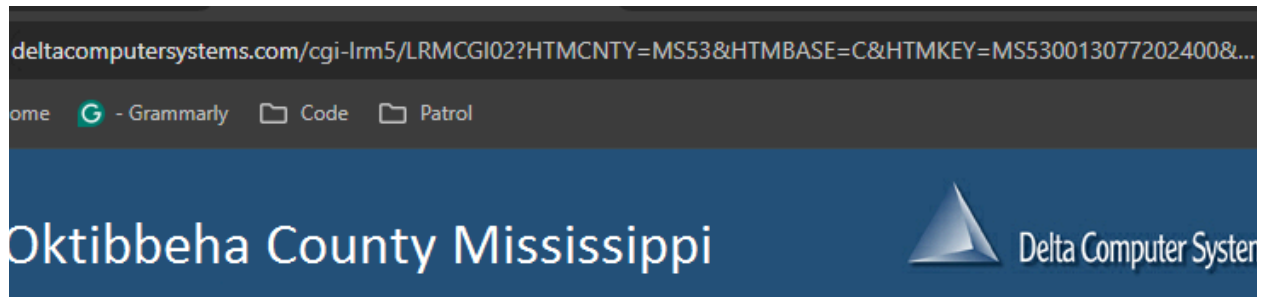
(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem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

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

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

608 Yellow Jacket Dr Starkville, MS 39759, with the parcel number 102G-00-042.00, Property Link



Property Link

OKTIBBEHA COUNTY, MS

Current Date 11/ 4/2024

Tax Year 2024

Records Last Updated 11/ 3/2024

PROPERTY DETAIL		
OWNER	CUMULUS MEDIA TOWER CO LLC	ACRES : **NA**
	750 PARK OF COMMERCE DR STE 20	LAND VALUE : 180000
		IMPROVEMENTS : 80400
	BOCA RATON FL 33487	TOTAL VALUE: 260400
		ASSESSED : 39060

PARCEL 102G-00-042.00

ADDRESS 608 YELLOWJACKET

TAX INFORMATION			
YEAR 2024	TAX DUE	PAID	BALANCE
COUNTY	2152.60	0.00	2152.60
CITY	1249.92	0.00	1249.92
SCHOOL	2577.57	0.00	2577.57
TOTAL	5980.09	0.00	5980.09

[Pay Taxes](#)

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL LOT 41 AND 3.5 AC IN LOT 38A	
HOMESTEAD CODE None	IN BLK 39B	
TAX DISTRICT 4110	905/240 2002/2774 2020/7336	
PPIN 013077	MAP 102G DB/PG 593/143 849/295	
SECTION 03	B 2020 P 7336 09/30/2020	
TOWNSHIP 18N		
RANGE 14E		

Book 2020

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[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2016	PTP LLC	4/ 3/2018 CUMULUS BROADCASTING INC

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

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

The photographs below were taken from the public view at the city road by Officer Gabriel Steenwyk at the first inspection on November 4, 2024, at approximately 09:42 hrs.



(Call Card)

Call # 24-037771
Date/Time 11/04/2024 09:35:39
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher STEENWYK, G
Disposition REPORT
Zone

Location Address
 608 YELLOW JACKET DR
 STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	09:35:39	09:35:39	09:46:39		

Notes

11/4/2024 9:38:05 AM	STEENWYK, G	CASE #24-000599
11/4/2024 9:38:14 AM	STEENWYK, G	PHOTOS TAKEN FROM THE RIGHT OF WAY
11/4/2024 9:39:39 AM	STEENWYK, G	PROPERTY APPEARS TO BE IN VIOLATION OF MS STATUE 21-19-11

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

Phone: (562) 323-4847

Phone: (862) 323-4847



Robert Lankton
750 Park Of Commerce Dr Ste 200
Boca Raton, FL 33487

608 Yellowjacket,
Starkville, MS 39759

Lot 41 And 3.5 Ac In Lot 38a In Blk 39b

This is your official notice that you will need to bring the property into compliance no later than November 18, 2024.

Issued By:

RECIPIENTS: Robert Lankton

Agency Steps for Non-Compliance (Penalty)

The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.



MYGOV.US 24-000599, 11/05/2024 at 8:40 AM

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Photographs below were taken by Officer Gabriel Steenwyk on November 4, 2024, public hearing notices were posted in the front window at City Hall.

CUMULUS MEDIA TOWER CO LLC
750 PARK OF COMMERCE DR STE 20
BOCA RATON, FL 33487

NOTICE

PARCEL NUMBER: 102G-00-042.00

608 YELLOWJACKET., STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **November 19, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness 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.

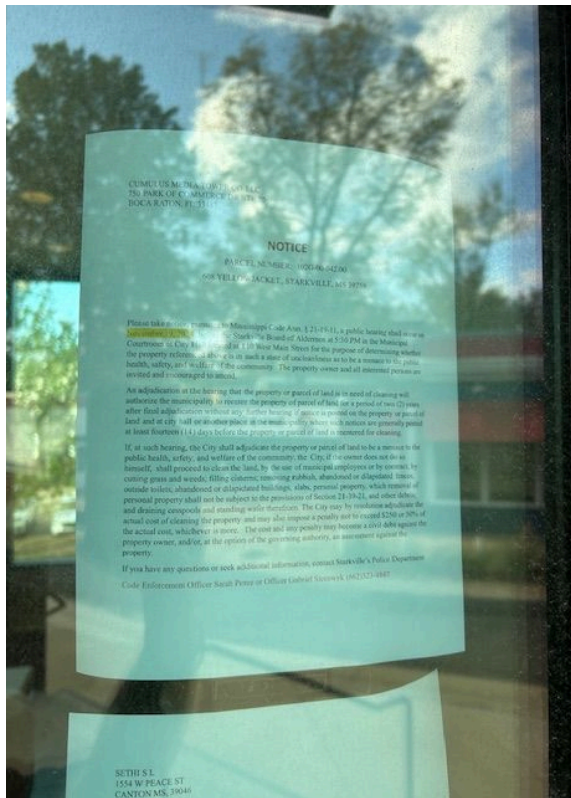
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least fourteen (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 \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

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

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

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



(CALLCARD)

Call # 24-037813
Date/Time 11/04/2024 15:32:58
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher STEENWYK, G
Disposition REPORT
Zone

Location Address
 CITY HALL

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	15:32:58	15:32:58	15:33:27		

Notes

11/4/2024 3:33:16 PM	STEENWYK, G	PUBLIC HEARING POSTED FOR CASE 24-000599
11/4/2024 3:33:20 PM	STEENWYK, G	PHOTO TAKEN

Public Hearing notice was posted on the property on November 5, 2024.



(CALLCARD)

Call # 24-037819
Date/Time 11/04/2024 16:23:13
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher STEENWYK, G
Disposition REPORT
Zone

Location Address

608 YELLOW JACKET DR
STARKVILLE, MS

Officer Information

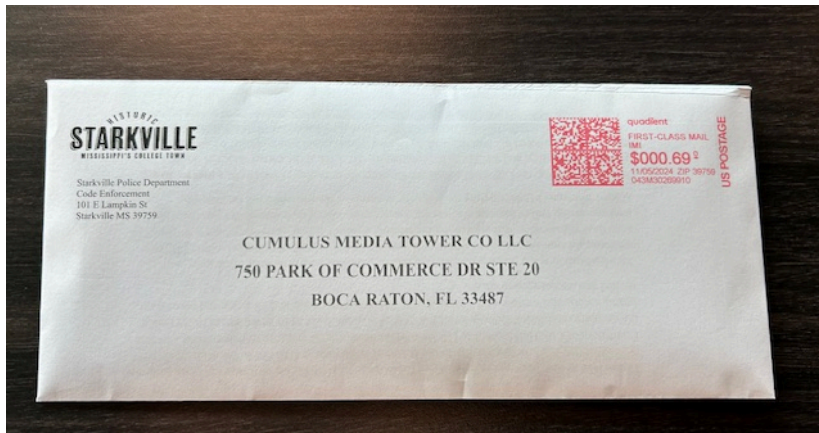
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	16:23:13	16:23:13	16:27:10		
STEENWYK, G	16:23:13	16:23:13	16:27:10		

Notes

11/4/2024 4:23:49 PM	STEENWYK, G	PUBLIC HEARING POSTED FOR CASE #24-000599
11/4/2024 4:23:50 PM	STEENWYK, G	PHOTO TAKEN

Public Hearing notice mailed to the property owner via US mail on November 5, 2024

(PHOTOS OF MAIL SENT)



(CALLCARD)

Call #	24-037879	Dispatcher	STEENWYK, G
Date/Time	11/05/2024 10:28:44	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
POST OFFICE			

Officer Information		Dispatched	Arrived	Cleared	De-Assign	Case Number
Badge - Name						
STEENWYK, G		10:28:44	10:28:44	10:29:44		

Notes

11/5/2024 10:29:16 AM	STEENWYK, G	PHOTO TAKEN OF VIOLATION LETTER AND PUBLIC HEARING NOTICE
11/5/2024 10:29:36 AM	STEENWYK, G	VIOLATION LETTER AND PUBLIC HEARING NOTICE MAILED FOR CASE 24-000599

The photographs below were taken from the public view at the city road by Officer Gabriel Steenwyk at the second inspection on November 8, 2024, at approximately 12:34 hrs. The photographs show that no apparent change has been made to change the appearance of the property.



(CALLCARD)

Call #	24-037879	Dispatcher	STEENWYK, G
Date/Time	11/05/2024 10:28:44	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

POST OFFICE

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	10:28:44	10:28:44	10:29:44		

Notes

11/5/2024 10:29:16 AM	STEENWYK, G	PHOTO TAKEN OF VIOLATION LETTER AND PUBLIC HEARING NOTICE
11/5/2024 10:29:36 AM	STEENWYK, G	VIOLATION LETTER AND PUBLIC HEARING NOTICE MAILED FOR CASE 24-000599



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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: November 19, 2024
PAGE: Page 1 of 11

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located at the lot 4 Laurel Point Final Plat Academy Rd, Starkville, MS 39759, with the parcel number 102I-00-013.06, is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

SUMMARY:

Initial inspection of the lot 4 Laurel Point final Plat Academy Rd, Starkville, MS 39759, with the parcel number 102I-00-013.06, was performed by Code Enforcement Officer Gabriel Steenwyk on November 4, 2024, This inspection contained conditions not suitable for public health and safety such as extensive overgrowth of the property. This is causing many issues for the neighboring properties such as, the appearance of the neighborhood and the overgrowth providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

Notices of the public hearing were posted on the front entrance window at City Hall and on the property on November 4, 2024. Notification letters of the public hearing were sent on November 5, 2024, to the property tax payer/owner STARKVILLE DEVELOPMENT LLC. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records. The property owner has been contacted about this property previously. The property owner has made corrections to the property previously, but the violation is recurring.

A second inspection of the property was done on November 8, 2024, showing that attempts to resolve the issues have been made.

A third inspection of the property will occur on November 19, 2024, the morning of the scheduled Public Hearing to determine the state of the property.

REQUESTING

DIRECTOR'S

DEPARTMENT: Police-Code Enforcement

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move to determine the property, located at lot 4 Laurel Point Final Plat Academy Rd, Starkville, MS 39759, with the parcel number 102I-00-013.06, is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the city take action to maintain the landscape of this property.

Section 21-19-11

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

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

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

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

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

Lot 4 Laurel Point Final Plat Academy Rd, Starkville, MS 39759, with the parcel number 102I-00-013.06, Property Link

ITMBASE=C&HTMKEY=MS5300268182023008&HTMODB=&HTMPGM=&HTMPFL=&

ktibbeha County Mississippi

 Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 8/22/2024

Tax Year 2023

Records Last Updated 8/21/2024

PROPERTY DETAIL		
OWNER	STARKVILLE DEVELOPMENT LLC	ACRES : **NA**
	5016 4TH PLACE	LAND VALUE : 362250
		IMPROVEMENTS : **NA**
	MERIDIAN MS 39305	TOTAL VALUE: 362250
		ASSESSED : 54338

PARCEL 102I-00-013.06

ADDRESS **NA**

TAX INFORMATION			
YEAR 2023	TAX DUEPAID		BALANCE
COUNTY	2995.11	2995.11	0.00
CITY	1738.82	1738.82	0.00
SCHOOL	3585.22	3585.22	0.00
PENALTY & OTHER	41.60	41.60	0.00
TOTAL	8360.75	8360.75	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 2 / 21 / 2024

MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	LOT 4 LAUREL POINTE FINAL PLAT
HOMESTEAD CODE	None		SLIDE 313-B
TAX DISTRICT	4110		MAP 102I DB/PG 2020/3940
PPIN	026818		B 2020 P 3940 07/01/2020
SECTION	10		
TOWNSHIP	18N		
RANGE	14E		

Book 2020

Page 3940

[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 photographs below were taken from the public view at the city road by Officer Gabriel Steenwyk at the first inspection on November 4, 2024, at approximately 10:03 hrs.



(Call Card)

Call #

24-037775

Date/Time

11/04/2024 09:53:05

Type

CODE ENFORCEMENT

How Rcvd

OFFICER INITIATED

Sent To Dispatch

Dispatcher

STEENWYK, G

Disposition

REPORT

Zone

Location Address

ACADEMY INT HUMMINGBIRD LN
STARKVILLE, MS

Officer Information

Badge - Name

STEENWYK, G

Dispatched

09:53:05

Arrived

09:53:05

Cleared

10:04:09

De-Assign

Case Number

Notes

11/4/2024 9:54:41 AM

STEENWYK, G

CASE #24-000600

11/4/2024 9:57:57 AM

STEENWYK, G

PARCEL# 102I-00-013.06

11/4/2024 9:57:57 AM

STEENWYK, G

PARCEL# 102I-00-013.06

11/4/2024 9:58:07 AM

STEENWYK, G

PHOTOS TAKEN FROM RIGHT OF WAY

11/4/2024 9:58:52 AM

STEENWYK, G

PROPERTY APPEARS TO BE IN VIOLATION OF MS
STATUE 21-19-11

11/4/2024 10:00:48 AM

STEENWYK, G

CITY DESIGNEE WILL DETERMINE IF PROPERTY IS IN
VIOLATION

MYGOV.US City of Starkville, MS

Phone: (662) 323-4847

STARKVILLE
ESTABLISHED 1848

MYGOV.US City of Starkville, MS

Phone: (662) 323-4847



Photographs below were taken by Officer Gabriel Steenwyk on November 4, 2024, public hearing notices were posted in the front window at City Hall.

STARKVILLE DEVELOPMENT LLC
5016 4TH PLACE
MERIDIAN MS 39305

NOTICE

PARCEL NUMBER: 102I-00-013.06

S PT LOT 4 LAUREL POINTE FINAL., STARKVILLE, MS 39759

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

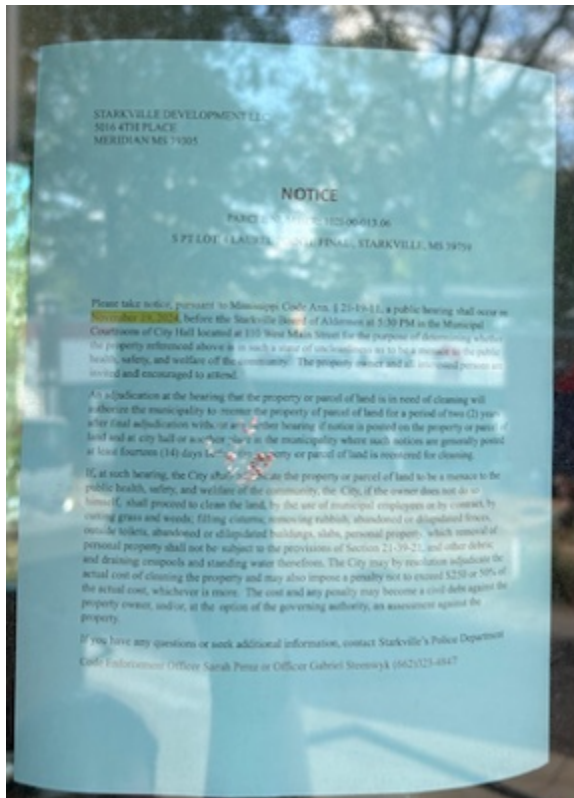
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least fourteen (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 \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

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

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

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



(CALLCARD)

STARKVILLE POLICE DEPT Calls For Service

from 11/04/2024

thru 11/04/2024 10:37

Call # 24-037812
Date/Time 11/04/2024 15:30:20
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher STEENWYK, G
Disposition REPORT
Zone

Location Address

110 W MAIN ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	15:30:20	15:30:20	15:32:33		

Notes

11/4/2024 3:32:20 PM	STEENWYK, G	PUBLIC HEARING POSTED FOR CASE #24-000600
11/4/2024 3:32:25 PM	STEENWYK, G	PHOTO TAKEN

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



(CALLCARD)

Call # 24-037820
Date/Time 11/04/2024 16:34:33
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher STEENWYK, G
Disposition REPORT
Zone

Location Address

ACADEMY RD & HUMMINGBIRD LN

Officer Information

Badge - Name

STEENWYK, G

Dispatched

16:34:33

Arrived

16:34:33

Cleared

16:35:36

De-Assign

Case Number

Notes

11/4/2024 4:34:47 PM	STEENWYK, G	CODE CHECK
11/4/2024 4:35:16 PM	STEENWYK, G	PUBLIC HEARING POSTED FOR CASE #24-000600
11/4/2024 4:35:26 PM	STEENWYK, G	PHOTOS TAKEN FROM SIDEWALK

Public Hearing notice mailed to the property owner via US mail on November 5, 2024.

(PHOTOS OF MAIL SENT)



(CALLCARD)

Call # 24-037880
Date/Time 11/05/2024 10:30:05
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher STEENWYK, G
Disposition REPORT
Zone

Location Address
822 TAYLOR ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	10:30:05	10:30:05	10:31:18		

Notes

11/5/2024 10:30:51 AM	STEENWYK, G	VIOLETION LETTER AND PUBLIC HEARING NOTICE MAILED FOR CASE 24-000600
11/5/2024 10:31:11 AM	STEENWYK, G	PHOTO TAKEN OF VIOLETION LETTER AND PUBLIC HEARING NOTICE

The photographs below were taken from the public view at the city road by Officer Gabriel Steenwyk at the second inspection on November 8, 2024, at approximately 12:25hrs. The photographs show that no apparent change has been made to change the appearance of the property.



(CALLCARD)

STARKVILLE POLICE DEPT
Calls For Service

from 11/08/2024
thru 11/08/2024 14:07

Call # 24-038327 **Dispatcher** STEENWYK, G
Date/Time 11/08/2024 12:22:40 **Disposition** REPORT
Type CODE ENFORCEMENT **Zone**
How Rcvd OFFICER INITIATED
Sent To Dispatch

Location Address
ACADEMY DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	12:22:40	12:22:40	12:26:42		
STEENWYK, G	12:22:40	12:22:40	12:26:42		

Notes

11/8/2024 12:24:08 PM	STEENWYK, G	FOLLOW UP ON CASE #24-000600
11/8/2024 12:24:15 PM	STEENWYK, G	PHOTOS TAKEN
11/8/2024 12:24:46 PM	STEENWYK, G	PROPERTY HAS BEEN MOWED AND PUBLIC HEARING NOTICE APPEARS TO BE MISSING



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

AGENDA ITEM DEPT: Board Business
AGENDA DATE: November 19, 2024
Page: 1

SUBJECT:

Consideration of approval of the 2025 Holiday Schedule for the City of Starkville and if the Governor of the State of Mississippi designates additional days as paid holidays by proclamation, the Mayor may designate such additional days as paid holidays for eligible employees.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

2025 Holiday Schedule		
Holiday	Actual Date	Observed Date
New Year's Day	1st of January	Wednesday January 1, 2025
Martin Luther King, Jr. Day	3rd Monday in January	Monday, January 20, 2025
President's Day	3rd Monday in February	Monday, February 17, 2025
Good Friday	Friday before Easter	Friday, April 18, 2025
Memorial Day	Last Monday in May	Monday, May 26, 2025
Independence Day	4th of July	Friday, July 4, 2025
Labor Day	1st Monday in September	Monday, September 1, 2025
Veterans Day	11th of November	Tuesday, November 11, 2025
Thanksgiving Holiday	4th Thursday in November	Thursday, November 27, 2025
Christmas Holiday	25th of December	Thursday, December 25, 2025

REQUESTING DEPARTMENT:

Human Resources

DIRECTOR'S AUTHORIZATION:

Mayor's Office

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval of the 2025 Holiday Schedule for the City of Starkville and if the Governor of the State of Mississippi designates additional days as paid holidays by proclamation, the Mayor may designate such additional days as paid holidays for eligible employees.



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

AGENDA ITEM DEPT.: Administration
AGENDA DATE: November 19, 2024
PAGE: 1

SUBJECT: Consideration of accepting the lowest quote from Four Seasons, LLC for the replacement of plants in the Highway 12 medians.

AMOUNT & SOURCE OF FUNDING: \$52,870.00 Account 300-000-600-338

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The installation of plantings in the medians of Highway 12 were approved by the Board using MDOT funding during the Highway 12 redesign. The maintenance and upkeep of the plantings are the city's responsibility. We have experienced stress on plantings in a drought and the freeze that have necessitated some replacement plantings.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of accepting the quote from Four Seasons for the replacement plantings in the medians along Highway 12.

FOUR SEASONS

Landscape Estimate

11/15/2024

Project Description: Provide pricing to install replacement plants for City of Starkville in Highway 12 medians.

(11) Urbanite Ash 2"	6600
(13)Princeton Elm 3"	9100
(418)Daruma Loropetalum 3g	12540
(550)White Muhly Grass 3g	16500
(50)Evergreen Liriope 1g	<u>300</u>
Estimate	52870

*This estimate does not include irrigation repair, adding soil, or installing pine straw. These items will be billed separately.



HWY 12 Median - Landscape Enhancements_Revised

CITY OF STARKVILLE
110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

HWY 12 Median Beds - Landscape Enhancements
Hwy 12 Starkville, Mississippi 39759

Est ID: EST4900033 2
Date: Oct-18-2024

Benefits to You

The proposed landscape enhancements/management solutions are beneficial in a number of ways:

1. SGK Landscapes, Inc. is a full service design/build/maintenance firm that can fulfill any of your landscape needs or wants.
2. SGK Landscapes, Inc. employees are uniformed, friendly, and knowledgeable.

Fee Structure

- Start Date: **After November 25, 2024**
- Initial Fee: 30% Down Payment - **\$ 0.00**
- Biweekly progress billing - **\$ 55,830.18 (pricing does not include taxes)**
- Credit Card Payments: 3.5% convenience fee for all credit card purchases.

Material Note: Due to the current market volatility and the projected project installation schedule; materials provided within this proposal will be re-estimated and reflect current pricing at the time of procurement. Any material increases under a 5% threshold will not be considered necessary for customer approval.

Site Conditions

Unforeseen Work Site Conditions: If concealed or unknown conditions, including, but not limited to, surface, subsurface and/or site environmental conditions, which affect in whole or in part the performance of the Work are encountered, then SGK Landscapes shall stop work and give written notice thereof to Owner before conditions are further disturbed and promptly after first observing such changed conditions by SGK Landscapes. The Agreement (e.g., costs, prices, schedule, etc.) shall be adjusted in accordance with the changes clause.

Plant Installation

We will provide and install quality grown nursery stock plant material per plans provided in accordance with Z60.1,2004 (American Standard for Nursery Stock) and standard practices in accordance with (ANSI) A300 Standards of tree care operations, tree, shrub, and other woody plant management. In some instances, some plants, trees, shrubs, perennials or annual may not readily available to procure in time for the required planting period associated with the contract. In that event, SGK Landscapes will work closely with the "customer" to provide a approved substitution(s) - subject to availability. The "customer" always reserves the right to to request plants and related materials that are not locally available. SGK Landscapes DOES NOT replace any ornamental plants killed by: freezing temperatures, rodents, insects, mechanical damage, lack or absence of an irrigation system, neglect, or natural disasters. Any ornamental plants located in decorative pots, planter boxes, and streetscapes are not covered under the guarantee.

Tree and shrub plant material is covered under a [1] year warranty to include [1] replacement of equal or like material and only if the customer has an existing irrigation system audited by SGK Landscapes at the time that the new plant material is installed or a new irrigation system is installed at the time of planting.

Note: Refer to plans for reference on plant locations. Some plant material to be replaced with a more hardy variety.

Plants & Trees to be installed:

- Tree - Urbanite Ash - Size: 2" Cal | Quantity = 11
- Tree - Princeton Elm - Size: 3" Cal | Quantity = 13
- Shrub - Daruma Loropetalum | Size: #3 | Quantity = 418
- Shrub - White Cloud Muhly Grass | Size: #3 | Quantity = 550
- Shrub - White Drift Rose | Size: #3 | Quantity = 261
- Groundcover - Evergreen Giant Liriope | Size: #1 | Quantity = 50

Subtotal	\$55,830.18
Taxes	\$0.00
Estimate Total	\$55,830.18

Contractor: _____
Sonny Trimm

Client: _____

Signature Date: _____
10/18/2024

Signature Date: _____



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

AGENDA ITEM DEPT.: Administration
AGENDA DATE: November 19, 2024
PAGE: 1

SUBJECT: Consideration of reappointing Mary Love Tagert to the Golden Triangle Solid Waste Authority for a term beginning January 1, 2025 and ending December 31, 2028.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Board approved Ms. Tagert for her previous term.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of reappointing Mary Love Tagert to the Golden Triangle Regional Solid Waste Management Authority with a term to begin on January 1, 2025 and end on December 31, 2028.



**STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 11.19.2024
PAGE: 1**

SUBJECT: Reconsideration of the October 15, 2024 Board order determining under Miss. Code Ann. § 21-19-11 that the homes located at 203 Ware St. with the parcel number 118O-00-182.00, and 409 Mckee Ave with the parcel number 102B-00-098.00, are 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 shall occur.

AMOUNT & SOURCE OF FUNDING N/A

Requesting additional time for the two residents to find alternate housing or make necessary repairs.

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:** Alderman Vaughn

FOR MORE INFORMATION, CONTACT:



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

**AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: November 19, 2024
PAGE: 1**

SUBJECT: Request approval to sell a John Deere tractor serial number 158397 on Gov deals

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTES: John Deere Type 830, Code 830A, diesel tractor, tractor runs, drives and needs a battery

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: Airport**

**DIRECTOR'S
AUTHORIZATION: Rodney Lincoln**

FOR MORE INFORMATION CONTACT: Rodney Lincoln 662-418-5900

SUGGESTED MOTION: Move to Approve to sell a John Deere Tractor serial number 158397 on Gov deals



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 19, 2024
PAGE: Page 1 of 8

SUBJECT:

Discussion and consideration of FP 24-11 a request for Final Plat approval for “Adkerson-MSU Subdivision” located north of University Drive, east of Camp Avenue, north of Vista Avenue, and east of Adkerson Way in a T-5U zoning district.

SUMMARY:

The applicant is James Brett Basher with Neel-Schaffer, Inc., on behalf of Whippet Development, LLC, for the “Adkerson-MSU Subdivision” subdivision. The proposed minor subdivision is reconfiguring three lots into two lots. The property numbers are 117N-00-006.00, 101C-00-021.01, and 101C-00-021.00. The Development Review Committee reviewed the final plat on November 7, 2024. All comments have been addressed, and the plat is recommended for approval by the Development Review Committee.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of FP 24-11 a request for Final Plat approval for “Adkerson-MSU Subdivision”.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ALDERMEN
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Discussion and consideration of FP 24-11 a request for Final Plat approval for "Adkerson-MSU Subdivision" located north of University Drive, east of Camp Avenue, north of Vista Avenue, and east of Adkerson Way in a T-5U zoning district
Date: November 19, 2024

The purpose of this report is to provide information regarding a Final Plat request by James Brett Basher with Neel-Schaffer, Inc. on behalf of Whippet Development, LLC for the "Adkerson-MSU Subdivision" subdivision. The proposed minor subdivision is reconfiguring three lots into two lots. The property numbers are 117N-00-006.00, 101C-00-021.01, and 101C-00-021.00. Please see attachments 1- 3.

BACKGROUND INFORMATION

- The Development Review Committee reviewed the final plat on November 7, 2024.
- All comments have been addressed, and the plat is recommended for approval by the Development Review Committee.

GENERAL INFORMATION

- The proposed subdivision is located at north of University Drive, east of Camp Avenue, north of Vista Avenue, and east of Adkerson Way in a T-5U zoning district.
- The gross acreage is +/- 11.77 with a total of 2 lots.
- All easements and dedications are provided on the final plat.
- Starkville Utilities will provide electrical, potable water, and sanitary sewer utility services.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision; therefore, no adversely affected parties.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of minor final plat approval. One (1) paper copy and a digital copy of the approved final plat shall be retained in the Planning Department's files. A deposit in the amount of two hundred dollars (\$200) shall be required to guarantee the return of one (1) signed copy of the final plat to the city planner.
- If the final plat is approved with condition(s) by the Board of Aldermen, the conditions shall run with the land and binding upon the applicants, their heirs, and/or successors.
- 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.

ZONING DISTRICT INFORMATION

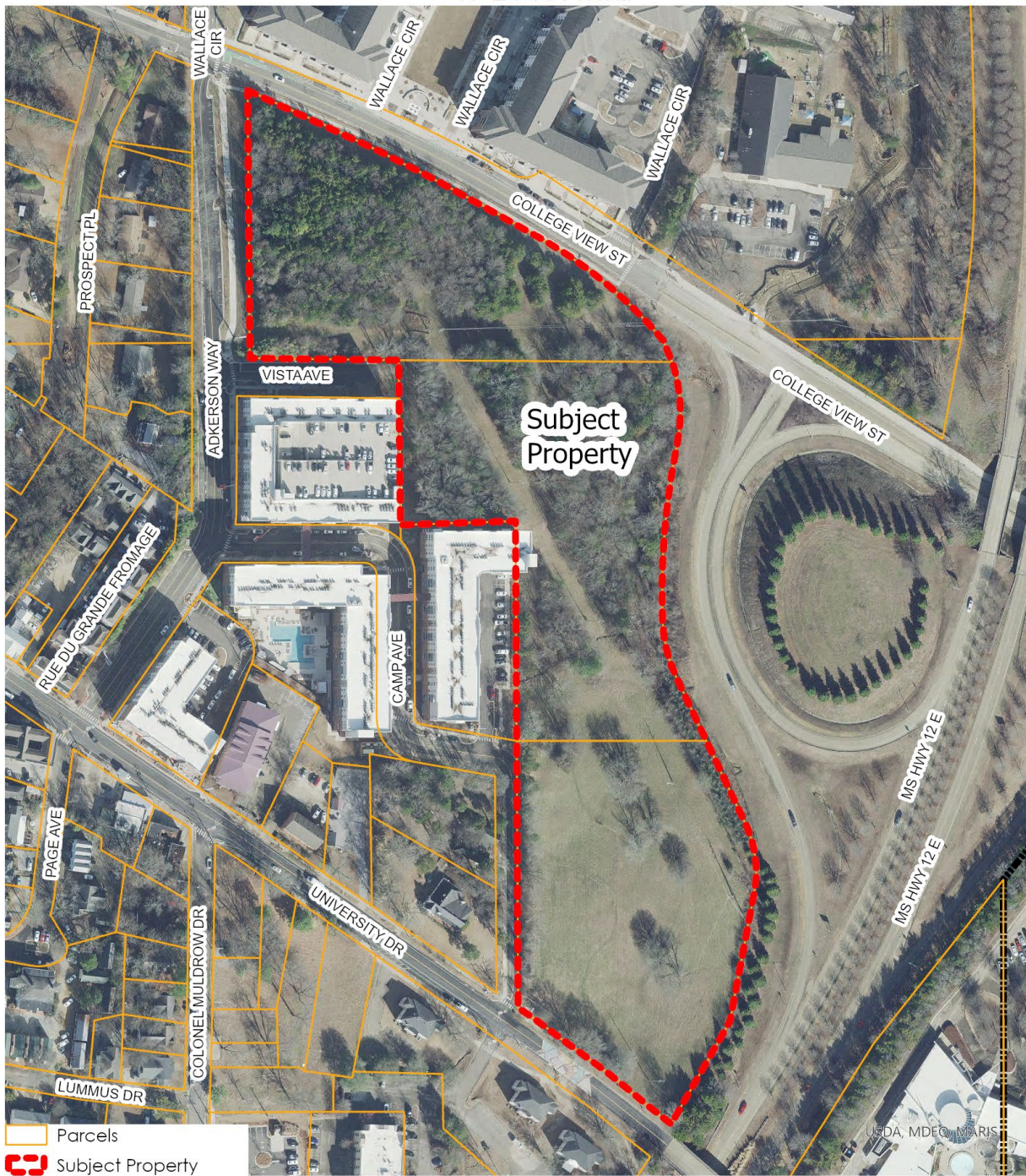
Form-Based Districts	
A. Lot Width	T-5U
A1. Min	25'
B. Principal Building Setbacks	T-5U
B1. Principal front setback (min/max)	2/15'*
B2 side setback adjacent to street (min/max)	2/15'*
B3. side setback	0/2'
B4. Rear setback (min)	3'
C. Secondary Building Setbacks	T-5U
C1. Front setback interior lot	5' behind rear wall of primary building
C2. Side setback adjacent to street (min/max)	2/15'*
C3. Side setback (min)	0'
C4. Rear setback (min)	3'
D. Accessory Dwelling Unit and Accessory Structure Setbacks	T-5U
D1. Front setback interior lot	5' behind rear wall of principal building
D2. Side setback adjacent to street (min/max)	2/15'*
D3. Side setback (min)	0'
D4. Rear setback (min)	3'
E. Parking Setbacks and Requirements	T-5U
E1. From primary street (min)	20' behind front wall of principal building(s)
E2. Side adjacent to side street (min)	10' unless a principal building, secondary building, and/or carriage house is adjacent to the street, then behind the front wall of any street fronting buildings.
E3. Masked from view from public by solid wall	yes
E4. Driveway width within setback (max)	24'
F. Height	T-5U

F1. Principal building in stories	3 1/2, 4 (■)
F2. Secondary building in stories	3 1/2, 4 (■)
F3. Accessory dwelling unit in stories	2
F4. Accessory structures in stories	1
G. Stories	T-5U
G1. Story height (min/max)	10/14'
G2. Commercial 1st floor (min/max)	11/25'
G3. Half story height (min/max)	10/14'
H. Lot Coverage	T-5U
H1. Maximum lot coverage	90%
I. Lot Frontage Buildout	T-5U
I1. Percentage lot frontage buildout at front setback (min/max)	65/85%
I2. Percentage of frontage buildout at side setback corner lot (min/max)	65/85%
J. Building Width- Special Exception required to vary from maximum	T-5U
J1. Street facing building width (max)	90'
K. Transparency	T-5U
K1. 1st floor residential (min)	30%
K2. 1st floor commercial (min)	45%
K1. Upper floors (max)	50%
L. Orientation	T-5U
L1. Building(s)	Face primary frontage. Corner lots must face both frontages.
L2. Secondary building(s)	Face primary frontage or interior courtyard. Corner lots must face frontage
L3. Accessory dwelling unit	Corner lots must face frontage
M. Secondary Building(s) Requirements	T-5U
M1. minimum lot depth for secondary buildings	100'
M2. The lot shall be of sufficient size to accommodate any proposed secondary structure without requiring a variance from development standards	yes
N. Ground Floor Elevation	T-5U
N1. 1st story residential (min/max)	16"/5'
N2. 1st story commercial (min/max)	0/2'
O. Pedestrian Access	T-5U
O1. Street-facing primary entrance along street	yes
■ = by Special Exception, -- = prohibited	
* = Minimum setback determined by Additional Setback Requirements for Public Frontage	
** = Story height may be reduced when upper floor is an open loft	

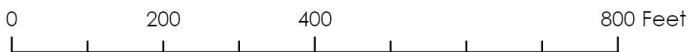
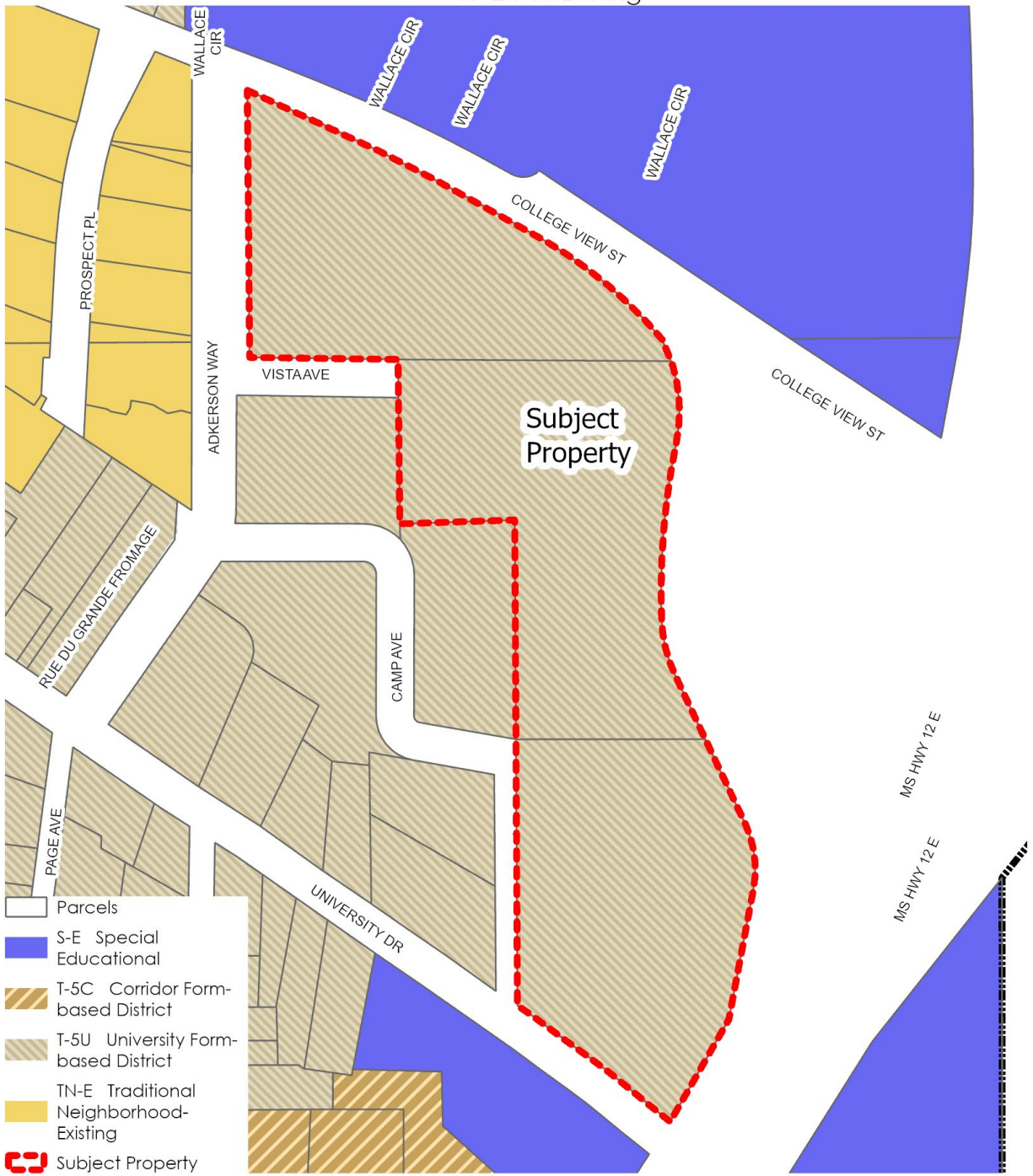
CONDITIONS OF APPROVAL

Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision.

Attachment 1
FP 24-10 Aerial



Attachment 2
FP 24-10 Zoning



[illegible]



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 19, 2024
PAGE: Page 1 of 4

SUBJECT:

Discussion and consideration of appointing Amanda Jacobs Ward 1 to the Board of Adjustment and Appeals.

SUMMARY:

The Ward 1 position on the Board of Adjustment and Appeals is currently vacant. The Planning Department has received one request for an appointment from Amanda Jacobs. The appointment is for a 4-year term ending November 20, 2028.

Below are the Terms of Office for the Board of Adjustment and Appeals in Section 2.3.3 of the Unified Development Code:

2.3.3. Terms of office. The members of the Board of Adjustments and Appeals shall be appointed for a term of four (4) years with a maximum of two (2) consecutive terms with re-appointment possible after a period of two (2) years absence. The two (2) year absence period shall be waived if no other qualified applicants for the seat are received during the advertising period. Members appointed to fill a vacated unexpired term shall be eligible to be re-appointed for one (1) full term without an absence.

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 appointing Amanda Jacobs to the Board of Adjustments and Appeals with a 4-year term expiring on November 20, 2028.

AMANDA JACOBS, SHRM-SCP

alb6941@yahoo.com | 601-317-6941

Starkville, MS 39759

Motivated Human Resources Manager with over 6 years of progressive experience in the field of Human Resources with keen business acumen and understanding of organizational needs. Collaborative, cross-functional leader with commitment to teamwork. Strong ability to multitask and manage competing priorities in a dynamic environment. Excellent project manager with dedication to meeting business objectives. Thriving career overseeing human resources operations, including employee relations, organization structuring and policy development. Well-versed in benefits administration and legal compliance. Forward thinking with superior problem solving, conflict management and organizational skills.

SKILLS

- Human Resources Information Systems (HRIS)
- Compliance
- Benefits administration
- Employee relations
- Employee onboarding/offboarding
- Human Resources operations
- Policy development
- Relationship building
- Problem resolution
- Critical thinking
- Friendly, positive attitude
- Microsoft Office

EXPERIENCE

BENEFITS MANAGER | MISSISSIPPI STATE UNIVERSITY – OCT 2023 - PRESENT

- Manages the day-to-day operations of the benefits department.
- Provides subject matter expertise by interpreting plan documents and/or company policies.
- Ensures compliance with applicable government regulations such as the Affordable Care Act (ACA), Consolidated Omnibus Budget Reconciliation Act (COBRA), and Cafeteria/Section 125 plans.
- Establishes and maintains effective relationships with benefit brokers, insurance carriers, vendors, and employees.

STAY AT HOME MOM | JAN 2022 - OCT 2023

- Taking care of all the things moms do.
- Patiently waiting for children to receive full time daycare positions.

HUMAN RESOURCES MANAGER | AIS HEALTHCARE – JUL 2020-JAN 2022

- Lead HR programs and initiatives for fast-paced, growing company with 650+ employees across multiple states.
- Supervise and direct day-to-day activities of 2-3 direct reports.
- Support managers to implement fair and consistent policies, performance improvement plans, and disciplinary actions.

- Provide HR consultation services to management and department leaders.
- Advise leadership on HR-related issues, including leave, benefits, job performance, and employment discrepancies.
- Conduct employee relations investigations and follow through to ensure an appropriate and acceptable resolution.
- Formulate corrective action plan through analysis of management feedback and consultation with employee.
- Investigate workplace issues with professionalism and sensitivity and detail incidents in reports to leadership.
- Ensure HR compliance with accreditation bodies and various state boards. Including, but not limited to the pre-employment, new hire, and annual training processes.
- Lead all ACHC, URAC and state surveys as it relates to HR standards and personnel records.
- Facilitate the annual review process and assist managers on the appropriate actions required to respond to employee performance concerns.
- Support employees in all aspects of the employee life cycle providing guidance, resources, and direction as needed.
- Oversee all benefit programs including medical, dental, vision, life insurance, flexible spending, HSA, disability, FMLA, LOA, Worker's Comp, 401k, etc.

HUMAN RESOURCES GENERALIST | AIS HEALTHCARE – DEC 2015 - JUL 2020

- Perform day to day operations in the HR functions and duties.
- Facilitate delivery of HR services by establishing and maintaining positive relationships with teams and leadership across organization.
- Administrator of the HRIS/payroll system.
- Manage employee benefits, including, but not limited to new enrollments, change forms, activation and termination of benefits and payroll deductions.
- Transmit enrollment, termination and alteration information to vendors within established timeframes to keep changes up-to-date.
- Onboard all new employees to ensure new hire documentation and training are completed.
- Design new employee packages and company orientation materials.
- Manage FMLA and LOA for all employees and ensure all paperwork is in place.
- Manage 401k enrollment and deferral changes.
- Document and manage all employee incident and Worker's Compensation claims.
- Process employee paperwork and employee change requests.
- Process salary changes stemming from merit increases, promotions, and pay adjustments.
- Work closely with the accounting department to ensure payroll processes smoothly.
- Review and assist in creating documentation of employee relation issues.
- Create and maintain job descriptions and organizational charts for all departments.
- Develop policies for Human Resources and assist in the creation of policies for other departments as requested.
- Conduct exit interviews for voluntary resignations.
- Conduct background checks, reference checks, and employment verifications.

HUMAN RESOURCES ASSISTANT | AIS HEALTHCARE – AUG 2015 - DEC 2015

- Assist in the day to day operations of the HR functions and duties.
- Guide new hires through orientation and onboarding and explain documentation requirements to facilitate HR process.
- Assist in the recruiting and new hire processes by developing job postings, conducting phone screens, scheduling interviews, and sending offer letters and new hire paperwork to new employees.
- Complete both pre- and post- employment screening and verification.
- Develop and facilitate new hire orientation and corporate policy training.
- Create, organize, and maintain employee files and the HR filing system to keep sensitive data secure.
- Process employee status changes, keeping HR systems and employee records up-to-date.
- Assist in the management of employee benefits, including, but not limited to new enrollments, change forms, activation and termination of benefits and payroll deductions.
- Assist Vice President of Human Resources and other members of leadership with special projects.

NOTABLE PROJECTS

HRIS/PAYROLL/LMS/ATS SYSTEM IMPLEMENTATION | AIS HEALTHCARE

- Lead and successfully implemented a new HRIS system.
- In addition to the HRIS, a Learning Management System (LMS) and Applicant Tracking System (ATS) were also implemented.
- Acted as the primary liaison from the company with the various vendors and project managers from each of the respective system's companies.
- Ensured all employee, benefit, and payroll data was properly captured and entered in the new system.
- Ensured the appropriate set up of all workflow processes, system configurations, and company codes.
- Responsible for ensuring integration feeds were completed to connect the new HRIS with various vendors including the LMS, insurance, 401k, unemployment, FMLA, etc.

ACCREDITATIONS | AIS HEALTHCARE

- Successfully led the HR portion of each ACHC, URAC, and various state surveys. This includes the initial accreditation and subsequent reaccreditation surveys.
- Developed and implemented HR policies and processes as required by various accrediting bodies.
- Ensure the HR department and records remain in a survey ready state at all time.
- Lead 50+ surveys for various locations and business units as it relates to HR processes.

EDUCATION

MASTER OF BUSINESS ADMINISTRATION | MISSISSIPPI COLLEGE – 2015

BACHELOR OF BUSINESS ADMINISTRATION | MISSISSIPPI STATE UNIVERSITY – 2013

CERTIFICATIONS

SHRM Senior Certified Professional (SHRM-SCP)



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

AGENDA ITEM DEPT.: Engineering & Streets
AGENDA DATE: November 19th, 2024
PAGE: Page 1 of 1

SUBJECT:

Consideration of selecting Neel Schaffer, Inc. as the preferred consultant to provide engineering design and planning services for the City of Starkville Safe Streets and Roads for All Highway 12 Implementation Project.

AMOUNT & SOURCE OF FUNDING:

Total Project Funding including design, CE&I, and construction:

Federal Highway Administration SS4A Grant Funds	\$8,128,000	(80%)
Local Match, Capital Funds	\$2,032,000	(20%)

FISCAL NOTE:

A final professional services contract amount with Neel Schaffer will come before the Board of Aldermen for consideration after the selection has been approved.

AUTHORIZATION HISTORY:

04-16-2024: The Board of Aldermen gave permission to apply for SS4A Implementation Grant
10-01-2024: The Board of Aldermen approved accepting the SS4A Implementation Grant

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:

The Federal Highway Administration has authorized the City of Starkville to select a consultant from the Mississippi Department of Transportation's Master Services list. After reviewing three consultants from the master services list (Neel Schaffer, Garver, and Volkert), the Engineering Department is recommending the selection of Neel Schaffer, Inc. as the preferred consultant for the design and planning of this project. An additional agenda item will come before the Board of Aldermen in the coming months requesting approval of the contract amount for this design. This approval is only for the selection of Neel Schaffer as the consultant.

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

SUGGESTED MOTION:

Move to select Neel Schaffer, Inc. as the preferred consultant to provide engineering design and planning services for the City of Starkville Safe Streets and Roads for All Highway 12 Implementation Project.



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

AGENDA ITEM DEPT.: Engineering & Streets

AGENDA DATE: November 19, 2024

PAGE: Page 1 of 3

SUBJECT:

Consideration of rejecting bids for the Lampkin St & Montgomery St Intersection Improvements Project and permission to readvertise for bids.

SUMMARY:

This project will involve improvements to the intersection of Lampkin St and S Montgomery St. This will include curb extensions, a new sidewalk connection, wider sidewalks, and ADA ramps on the northwest, northeast, and southwest corners of the intersection. This reconfiguration will involve combining some of the designated east and west bound travel lanes to provide more clarity to the intersection; this will also greatly improve pedestrian safety and accessibility at the intersection. The combination of these travel lanes has been analyzed based on traffic counts and intersection movements, and it has been determined that the level of service of the intersection will not substantially change based on this reconfiguration.

Only one valid bid was received from Byrum Construction. ECON Construction submitted a bid but failed to sign the appropriate documentation. The bid from Byrum Construction was over budget significantly. We recommend to reject the sole bid due to it being over budget and to readvertise the project. A detailed bid tabulation is attached.

Funding Source: Capital Improvement Fund FY 24

REQUESTING DEPARTMENT: Engineering & Streets

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 rejecting bids for the Lampkin St & Montgomery St Intersection Improvements Project and permission to readvertise for bids.



24017 - Lampkin St & Montgomery St Intersection Improvements

Bid Tabulation - November 14, 2024

Item No.	Description	Estimated Quantity	Unit	Engineer's Estimate		Byrum Construction, Inc.		ECON Construction, Inc.*	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
201-A001	Clearing & Grubbing	1.0	LS	\$ 2,000.00	\$ 2,000.00	\$ 17,500.00	\$ 17,500.00	\$ -	\$ -
202-B007	Removal of Asphalt Pavement, All Depths	510.0	SY	\$ 20.00	\$ 10,200.00	\$ 50.00	\$ 25,500.00	\$ -	\$ -
202-B081	Removal of Concrete Sidewalks, Driveways & Brick Pavers, All Depths	136.0	SY	\$ 40.00	\$ 5,440.00	\$ 123.88	\$ 16,847.68	\$ -	\$ -
202-B088	Removal of Curb & Gutter, All Types	250.0	LF	\$ 15.00	\$ 3,750.00	\$ 73.01	\$ 18,252.50	\$ -	\$ -
202-B213	Removal of Sign	2.0	EA	\$ 100.00	\$ 200.00	\$ 300.00	\$ 600.00	\$ -	\$ -
203-EX040	Borrow Excavation, MDOT B9 or B9-6, LVM	100.0	CY	\$ 50.00	\$ 5,000.00	\$ 117.00	\$ 11,700.00	\$ -	\$ -
203-I002	Site Grading	545.0	SY	\$ 4.00	\$ 2,180.00	\$ 26.44	\$ 14,409.80	\$ -	\$ -
216-A001	Solid Sod	65.0	SY	\$ 15.00	\$ 975.00	\$ 36.00	\$ 2,340.00	\$ -	\$ -
907-234-A001	Silt Fence	80.0	LF	\$ 15.00	\$ 1,200.00	\$ 10.00	\$ 800.00	\$ -	\$ -
246-B001	Rockbags	100.0	LF	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ -	\$ -
503-C010	Saw Cut for Demolition, Full Depth	710.0	LF	\$ 4.00	\$ 2,840.00	\$ 15.00	\$ 10,650.00	\$ -	\$ -
604-D002	Cast in Place SS-2 Inlet, Concrete, Rebar, Ring, Cover, & Backfill	1.0	EA	\$ 4,000.00	\$ 4,000.00	\$ 5,501.34	\$ 5,501.34	\$ -	\$ -
604-E001	Modify Existing Inlet/Junction Box, Including Demo of existing box, Concrete, Rebar, Rings, Covers, & Backfill	3.0	EA	\$ 4,000.00	\$ 12,000.00	\$ 5,130.45	\$ 15,391.35	\$ -	\$ -
608-B001	Concrete Sidewalk (includes ADA Ramps), with fiber reinforcement	300.0	SY	\$ 130.00	\$ 39,000.00	\$ 108.94	\$ 32,682.00	\$ -	\$ -
907-608-C001	Detectable Warning Panels, Cast In Place, Maroon	74.0	SF	\$ 20.00	\$ 1,480.00	\$ 20.00	\$ 1,480.00	\$ -	\$ -
609-B002	Concrete Curb, Header	110.0	LF	\$ 40.00	\$ 4,400.00	\$ 52.00	\$ 5,720.00	\$ -	\$ -
609-D001	Combination Concrete Curb and Gutter Type 1	350.0	LF	\$ 35.00	\$ 12,250.00	\$ 55.00	\$ 19,250.00	\$ -	\$ -
907-611-B001	Brick Pavers	515.0	SF	\$ 30.00	\$ 15,450.00	\$ 50.00	\$ 25,750.00	\$ -	\$ -
613-D009	Adjustment of Utility Appurtenance (Fiber Box, Sewer Manhole Rings)	3.0	EA	\$ 300.00	\$ 900.00	\$ 702.00	\$ 2,106.00	\$ -	\$ -
614-B001	Concrete Pavement 6", with fiber reinforcement	70.0	SY	\$ 150.00	\$ 10,500.00	\$ 110.00	\$ 7,700.00	\$ -	\$ -
618-A001	Maintenance of Traffic	1.0	LS	\$ 3,500.00	\$ 3,500.00	\$ 6,552.00	\$ 6,552.00	\$ -	\$ -
619-D3001	Remove and Reset Signs, All Sizes	1.0	EA	\$ 200.00	\$ 200.00	\$ 1,755.00	\$ 1,755.00	\$ -	\$ -
619-D3002	36" Stop Sign, including 2 3/8" galvanized round post and all mounting hardware	2.0	EA	\$ 300.00	\$ 600.00	\$ 1,170.00	\$ 2,340.00	\$ -	\$ -
620-A001	Mobilization	1.0	LS	\$ 15,000.00	\$ 15,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -
Base Bid Total=						\$ 154,065.00	\$ 395,827.67		

Add Alt. No. 1 - NE Corner (East Side of RR Tracks Only)

Engineer's Estimate						Byrum Construction		ECON Construction	
Item No.	Description	Estimated Quantity	Unit	Estimated Unit Price	Estimated Extension	Estimated Unit Price	Estimated Extension	Estimated Unit Price	Estimated Extension
201-A001	Clearing & Grubbing	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
202-B007	Removal of Asphalt Pavement, All Depths	75.0	SY	\$ 40.00	\$ 3,000.00	\$ 45.00	\$ 3,375.00	\$ -	\$ -
202-B088	Removal of Curb & Gutter, All Types	5.0	LF	\$ 50.00	\$ 250.00	\$ 50.00	\$ 250.00	\$ -	\$ -
202-B213	Removal of Sign	1.0	EA	\$ 100.00	\$ 100.00	\$ 300.00	\$ 300.00	\$ -	\$ -
203-EX040	Borrow Excavation, MDOT B9 or B9-6, LVM	20.0	CY	\$ 40.00	\$ 800.00	\$ 125.00	\$ 2,500.00	\$ -	\$ -
203-I002	Site Grading	75.0	SY	\$ 5.00	\$ 375.00	\$ 125.00	\$ 9,375.00	\$ -	\$ -
216-A001	Solid Sod	20.0	SY	\$ 15.00	\$ 300.00	\$ 91.50	\$ 1,830.00	\$ -	\$ -
503-C010	Saw Cut for Demolition, Full Depth	130.0	LF	\$ 5.00	\$ 650.00	\$ 15.00	\$ 1,950.00	\$ -	\$ -
608-B001	Concrete Sidewalk (includes ADA Ramps), with fiber reinforcement	55.0	SY	\$ 130.00	\$ 7,150.00	\$ 126.99	\$ 6,984.45	\$ -	\$ -
907-608-C001	Detectable Warning Panels, Cast In Place, Maroon	12.0	SF	\$ 20.00	\$ 240.00	\$ 26.43	\$ 317.16	\$ -	\$ -
609-D001	Combination Concrete Curb and Gutter Type 1	50.0	LF	\$ 35.00	\$ 1,750.00	\$ 58.32	\$ 2,916.00	\$ -	\$ -
618-A001	Maintenance of Traffic	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,257.00	\$ 2,257.00	\$ -	\$ -
619-D3002	36" Stop Sign, including 2 3/8" galvanized round post and all mounting hardware	1.0	EA	\$ 300.00	\$ 300.00	\$ 1,281.00	\$ 1,281.00	\$ -	\$ -
620-A001	Mobilization	1.0	LS	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -
Add Alt. No. 1 Total=					\$ 20,415.00		\$ 46,335.61		\$ -
Base Bid + Add Alt. No. 1 =						\$ 174,480.00	\$ 442,163.28		\$ -

LOW BID

*ECON Construction did not submit a signed non-collusion affidavit with their bid.

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



Signature



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 11/19/2024

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 November 14,2024 is \$1,423,394.45

Of which the claims amount for Starkville Utilities is \$417,494.03

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 November 14,2024 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 11/8/2024 - 11/14/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG INSURANCE QUARTLY PYMT	001-000-053-206	2,500.00
WALMART- CAPITAL ONE	261061	10/31/2024	FOOD & SUPPLIES/TAILGATE THE TOWN	001-000-160-698	137.57
EAST MS WHOLESALE FOODS	909425	10/31/2024	6PK HAMBURGER BUNS	001-000-160-698	23.23
CADENCE /ELAN VISA	INV0037791	11/04/2024	INDEED	001-000-054-205	92.80
CADENCE /ELAN VISA	INV0037791	11/04/2024	INDEED	001-000-054-205	67.34
CADENCE /ELAN VISA	INV0037791	11/04/2024	INDEED	001-000-054-205	11.97
KRONOS	12322610	11/08/2024	PAYROLL SERVICES	001-000-053-206	419.38
KRONOS	12322610	11/08/2024	PAYROLL SERVICES	001-000-054-205	838.75
MISSISSIPPI BUREAU OF NARCOTICS	INV0037783	11/08/2024	FORFEITED FUNDS/ T MCEWING & R ISLAS	001-000-120-618	3,239.00
Outstanding Total:					7,330.04
Paid					
LARRY EDWARDS/ A&A BAIL BONDS	INV0037782	11/08/2024	REMISSION OF BOND 1324833,1324834	001-000-149-691	701.00
VILAS KOINKAR	OCT2024	11/08/2024	1347863 DISMISSED	001-000-149-691	477.25
DEITRICK MCCRAY	OCT2024	11/08/2024	DISMISSED 1397339	001-000-149-691	441.00
DOROTHY ROBINSON FOSTER	OCT2024	11/08/2024	RESTITUTION FROM D PETERSON	001-000-330-182	50.00
FANNISHA JONES	OCT2024	11/08/2024	RESTITUTION FROM X COLLIER	001-000-330-182	40.00
Paid Total:					1,709.25
Department 000 - UNDESIGNATED Total:					9,039.29
Department: 005 - DUE FROM SFM					
Outstanding					
SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG INSURANCE QUARTLY PYMT	001-005-054-208	850.00
ENTERPRISE FM TRUST	493021A-110624	11/06/2024	NOV 2024 FLEET VEHICLES	001-005-054-208	6.00
MAXXSOUTH BROADBAND	INV0037784	11/07/2024	INTERNET MONCRIEF PARK	001-005-054-208	85.11
Outstanding Total:					941.11
Department 005 - DUE FROM SFM Total:					941.11
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0037796	10/25/2024	MONTHY USAGE	001-100-604-330	176.51
VERIZON WIRELESS	9977772768	11/02/2024	MONTHLY USAGE	001-100-604-330	80.02
Outstanding Total:					256.53
Department 100 - BOARD OF ALDERMEN Total:					256.53
Department: 110 - MUNICIPAL COURT					
Outstanding					
TYLER TECHNOLOGIES	025-469567	07/01/2024	ANNUAL FEES	001-110-645-420	9,225.32
TYLER TECHNOLOGIES	025-472875	08/01/2024	ANNUAL FEES/MAINTENANCE	001-110-645-420	2,756.25
MS MUNICIPAL COURT CLERKS ASN.	2025ANNUAL	10/01/2024	1 MUN COURT CLERK & 4 DEPUTY COURT CLERK	001-110-690-553	200.00
SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG INSURANCE QUARTLY PYMT	001-110-620-370	250.00
MAXXSOUTH BROADBAND	INV0037795	10/31/2024	CITY HALL BREAKDOWN	001-110-604-330	31.36
AMAZON CAPITAL SRVCS, INC.	1TJX-N4FH-37T3	11/02/2024	5 SMALL BINDER CLIPS	001-110-501-200	36.14
VERIZON WIRELESS	9977772768	11/02/2024	MONTHLY USAGE	001-110-604-330	40.01
AMAZON CAPITAL SRVCS, INC.	1YP7-PC1C-JGQW	11/04/2024	2 CASES COPY PAPER 5 SMALL BINDER CLIPS	001-110-501-200	145.51

CLAIMS DOCKET

Post Dates: 11/8/2024 - 11/14/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LARNZY CARPENTER	110724	11/07/2024	COURT OBLIGATIONS	001-110-600-301	423.04
Outstanding Total:					13,107.63

Paid

STATE TREASURER	OCT2024	11/08/2024	OCTOBER 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-166	1,524.50
STATE TREASURER	OCT2024	11/08/2024	OCTOBER 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-376	134.50
STATE TREASURER	OCT2024	11/08/2024	OCTOBER 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-377	806.88
STATE TREASURER	OCT2024	11/08/2024	OCTOBER 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-378	656.25
STATE TREASURER	OCT2024	11/08/2024	OCTOBER 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-382	20,682.50
STATE TREASURER	OCT2024	11/08/2024	OCTOBER 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-385	2,139.50
MS DEPT OF PUBLIC SAFETY	OCT2024	11/08/2024	OCTOBER 2024 COURT SETTLEMENT	001-110-330-386	3,201.55
STATE TREASURER	OCT2024	11/08/2024	OCTOBER 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-387	4,861.49
STATE TREASURER	OCT2024	11/08/2024	OCTOBER 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-389	70.00
STATE TREASURER	OCT2024	11/08/2024	OCTOBER 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-393	733.50
STATE TREASURER	OCT2024	11/08/2024	OCTOBER 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-395	81.00
MS DEPT OF PUBLIC SAFETY	OCT2024	11/08/2024	OCTOBER 2024 COURT SETTLEMENT	001-110-330-396	1,500.00
MS DEPT OF PUBLIC SAFETY	OCT2024	11/08/2024	OCTOBER 2024 COURT SETTLEMENT	001-110-330-397	305.00
STATE TREASURER	OCT2024	11/08/2024	OCTOBER 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-398	6,501.25
VICTIMS OF HUMAN TRAFFICKING & COMMERCIAL SEXUAL EXPLOITATION FUND	OCT2024	11/08/2024	OCT 2024 MS TRAFFICKING	001-110-330-399	100.00

Paid Total: 43,297.92

Department 110 - MUNICIPAL COURT Total: 56,405.55

Department: 120 - MAYORS OFFICE

Outstanding

MAXXSOUTH BROADBAND NARRATIVE 12	INV0037795 OCTOBER24	10/31/2024 10/31/2024	CITY HALL BREAKDOWN SOCIAL MEDIA/PUBLIC INFO OCT 24	001-120-604-330 001-120-600-302	31.38 4,500.00
CAPITOL RESOURCES LLC	18300	11/01/2024	OCT 2024 CONSULTING SERVICES	001-120-600-301	3,125.00
CADENCE /ELAN VISA	INV0037792	11/04/2024	BUNS FOR TAILGATE	001-120-503-202	27.56
MS MUNICIPAL LEAGUE	45564688	11/07/2024	CONFERENCE REGISTRATION 25 MID-WINTER	001-120-610-350	150.00
ACCESS CONTROL GROUP INC	10342	11/08/2024	PARK MOBILE MANAGEMENT FEES	001-120-565-272	500.00

Outstanding Total: 8,333.94

Department 120 - MAYORS OFFICE Total: 8,333.94

Department: 123 - IT

Outstanding

SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG INSURANCE QUARTLY PYMT	001-123-620-370	3,285.00
CSPIRE WIRELESS	INV0037796	10/25/2024	MONTHLY USAGE	001-123-604-330	87.58
AT&T MOBILITY	287308964770X11052024	10/27/2024	MONTHLY USAGE	001-123-604-330	247.94
MAXXSOUTH BROADBAND	INV0037795	10/31/2024	CITY HALL BREAKDOWN	001-123-604-330	31.38
REGIONS VISA - RECURRING	1905737465	11/02/2024	AMAZON WEB SERVICES 10/1-10/21/24	001-123-600-300	92.36
VERIZON WIRELESS	9977772768	11/02/2024	MONTHLY USAGE	001-123-604-330	560.16
MAXXSOUTH BROADBAND	INV0037794	11/03/2024	CAMERA 110 W MAIN ST NOV 2024 SVCS	001-123-625-380	800.00

CLAIMS DOCKET

Post Dates: 11/8/2024 - 11/14/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
NEXTSTEP INNOVATION	NSI27043	11/07/2024	BLOCK HOURS	001-123-600-300	2,125.00
Outstanding Total:					7,229.42
Department 123 - IT Total:					7,229.42

Department: 142 - CITY CLERKS OFFICE

Outstanding

TYLER TECHNOLOGIES	025-472875	08/01/2024	ANNUAL FEES/MAINTENANCE	001-142-645-420	28,189.21
TYLER TECHNOLOGIES	025-476209	09/01/2024	ANNUAL FEES	001-142-645-420	21,978.55
CSPIRE WIRELESS	INV0037796	10/25/2024	MONTHLY USAGE	001-142-604-330	48.93
CANON SOLUTIONS AMERICA*	6009731242	10/26/2024	MAINTENANCE	001-142-604-330	6.99
MAXXSOUTH BROADBAND	INV0037795	10/31/2024	CITY HALL BREAKDOWN	001-142-604-330	31.36
CANON SOLUTIONS AMERICA*	6009844397	11/01/2024	MAINTENANCE	001-142-604-330	26.77
VERIZON CONNECT-NWF	618000064594	11/01/2024	MONTHLY REVEAL ACCOUNT	001-142-604-330	17.33
VERIZON WIRELESS	9977772768	11/02/2024	MONTHLY USAGE	001-142-604-330	40.01
SUNSTAR INSURANCE AGENCY	1402108	11/04/2024	BOND/DEPUTY COURT CLERK/H WOOD	001-142-620-371	175.00
CADENCE /ELAN VISA	MVWQS93SW8	11/04/2024	ICLOUD STORAGE	001-142-604-330	0.99
CENTER FOR GOV'T & COMM. DEVELOPMENT*	INV0037797	11/13/2024	WINTER CLERK CONFERENCE L HARDIN	001-142-610-350	250.00
STEGALL NOTARY SERVICE	INV0037798	11/13/2024	NEW NOTARY J MCLAURIN	001-142-691-550	178.00
Outstanding Total:					50,943.14
Department 142 - CITY CLERKS OFFICE Total:					50,943.14

Department: 169 - LEGAL

Outstanding

STARKVILLE DAILY NEWS	300252274	11/03/2024	BD OF ADJ & APPEALS	001-169-615-342	55.00
STARKVILLE DAILY NEWS	300252275	11/03/2024	VA 24-05 MONTGOMERY HEARING	001-169-615-342	58.92
PETTY CASH VOUCHERS	110624	11/06/2024	FILING LIENS	001-169-615-342	52.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	495011	11/08/2024	GENERAL MATTERS & STARKVILLE ELECTRIC DEPT	001-169-600-302	1,760.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	495011	11/08/2024	GENERAL MATTERS & STARKVILLE ELECTRIC DEPT	001-169-600-302	9,569.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	495012	11/08/2024	LITIGATED MATTERS	001-169-600-312	2,869.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	495014	11/08/2024	MATTER #138049	001-169-600-312	4,914.00
Outstanding Total:					19,277.92
Department 169 - LEGAL Total:					19,277.92

Department: 180 - HUMAN RESOURCES

Outstanding

AMAZON CAPITAL SRVCS, INC.	141C-RYQQ-PXQC	10/15/2024	HAPPY BDAY & ASSORTED GREETING NOTES	001-180-501-200	49.94
CLINIC AT ELM LAKE, THE	41551	10/24/2024	DRUG SCREEN	001-180-600-320	35.00
FEDEX	8-666-69519	10/30/2024	PAYROLL SHIPMENT	001-180-691-505	121.86
MAXXSOUTH BROADBAND	INV0037795	10/31/2024	CITY HALL BREAKDOWN	001-180-604-330	31.38
VERIZON WIRELESS	9977772768	11/02/2024	MONTHLY USAGE	001-180-604-330	41.44
CADENCE /ELAN VISA	INV0037791	11/04/2024	INDEED	001-180-610-340	10.00
KRONOS	12322610	11/08/2024	PAYROLL SERVICES	001-180-610-340	2,935.63
Outstanding Total:					3,225.25
Department 180 - HUMAN RESOURCES Total:					3,225.25

Department: 190 - CITY PLANNER

Outstanding

SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG INSURANCE QUARTLY PYMT	001-190-620-370	126.00
CSPIRE WIRELESS	INV0037796	10/25/2024	MONTHLY USAGE	001-190-604-330	482.49
AT&T MOBILITY	287308867457X11052024	10/27/2024	MONTHLY USAGE	001-190-604-330	81.68
MAXXSOUTH BROADBAND	INV0037795	10/31/2024	CITY HALL BREAKDOWN	001-190-604-330	31.38
STAPLES	6016135957	11/01/2024	COPY PAPER	001-190-501-200	84.98
VERIZON CONNECT-NWF	618000064594	11/01/2024	MONTHLY REVEAL ACCOUNT	001-190-604-330	49.27

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9977772768	11/02/2024	MONTHLY USAGE	001-190-604-330	180.16
Outstanding Total:					1,035.96
Department 190 - CITY PLANNER Total:					1,035.96
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG	001-192-620-370	1,136.12
			INSURANCE QUARTLY PYMT		
STARKVILLE UTILITIES	INV0037804	10/28/2024	MONTHLY USAGE	001-192-625-380	2,819.54
CINTAS	4210027062	10/31/2024	SUPPLIES	001-192-510-220	52.09
LIGHTS & BALLASTS, LLC	078556	11/01/2024	33 LED BULBS,RETRO FITS,FEE	001-192-630-403	807.50
KONE, INC.	871518066	11/01/2024	MAINTENANCE PERIOD	001-192-600-338	4,916.16
			11/01/24-4/30/25		
NORTHEAST EXTERMINATING	111900	11/05/2024	MONTHLY EXTERMINATING	001-192-600-338	45.00
			CITY HALL		
CINTAS	4210728880	11/07/2024	SUPPLIES	001-192-510-220	95.79
CINTAS	4211310276	11/13/2024	SUPPLIES	001-192-510-220	95.79
Outstanding Total:					9,967.99
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					9,967.99
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Outstanding					
MSU-PARKING & TRANSIT SERVICES	1124-001	11/01/2024	SMART TRANSPORTATION SERVICE FY25	001-195-702-702	100,000.00
Outstanding Total:					100,000.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					100,000.00
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTON YOUNG CORP.	177	11/01/2024	LAWN CARE SERVICE ODD FELLOW/BRUSH ARBOR	001-196-630-425	800.00
HAMPTON YOUNG CORP.	177	11/01/2024	LAWN CARE SERVICE ODD FELLOW/BRUSH ARBOR	001-196-631-402	1,750.00
HAMPTON YOUNG CORP.	177	11/01/2024	LAWN CARE SERVICE 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					
SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG	001-197-620-370	526.50
			INSURANCE QUARTLY PYMT		
MAXXSOUTH BROADBAND	INV0037795	10/31/2024	CITY HALL BREAKDOWN	001-197-604-330	31.38
VERIZON CONNECT-NWF	618000064594	11/01/2024	MONTHLY REVEAL ACCOUNT	001-197-690-450	33.32
FUELMAN / FLEETCOR	NP67394255	11/04/2024	FUEL CHARGES 10/28-11/03/2024	001-197-525-231	44.38
FUELMAN / FLEETCOR	NP67424532	11/11/2024	FUEL CHARGES FOR 11/04/24-11/10/24	001-197-525-231	43.20
Outstanding Total:					678.78
Department 197 - ENGINEERING Total:					678.78
Department: 201 - POLICE DEPARTMENT					
Outstanding					
TYLER TECHNOLOGIES	025-469568	07/01/2024	POLICE DEPARTMENT	001-201-918-805	500.00
TYLER TECHNOLOGIES	025-476210	09/01/2024	TECH SVCS ANNUAL FEE	001-201-918-805	1,210.60
ARMY NAVY PAWN SHOP	091824A	09/18/2024	UNIFORM BOOTS	001-201-535-233	90.00
LAIRD CLINIC -POLICE ACCOUNT	578470	10/08/2024	PHYSICAL,EKG,UDS	001-201-600-319	188.00
STARKVILLE FAMILY PRACTICE	STA21438A6	10/11/2024	MEDICAL EXPENSE FOR CITY PRISONER	001-201-541-240	144.80
LAIRD CLINIC -POLICE ACCOUNT	578791	10/14/2024	PHYSICAL,EKG,UDS	001-201-600-319	188.00
STARKVILLE FAMILY PRACTICE	STA22075A1	10/15/2024	MEDICAL EXPENSE FOR CITY PRISONER	001-201-541-240	125.00

CLAIMS DOCKET

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
EAST MISSISSIPPI LUMBER CO.	71040	10/17/2024	2X2, WOOD GLUE/REPAIRS	001-201-556-251	147.38
ARMY NAVY PAWN SHOP	101824B	10/18/2024	CARGO & TACTICAL PANTS	001-201-535-233	83.00
GLOCK PROFESSIONAL INC	TRP/100204375	10/18/2024	ARMORERS COURSE- COLUMBUS MS/WILSON	001-201-690-552	300.00
NEXTSTEP INNOVATION	NSI26965	10/21/2024	DELL COMPUTER TOWER CTO BASE/OSWALT	001-201-918-805	2,849.00
MAIN STREET FABRICS	021099	10/22/2024	15 TOBOGGANS REPLACED PATCHES/10 ADD VELCRO	001-201-535-233	155.00
PRECISION DELTA CORPORATION	31926	10/22/2024	10 CASE 308 WINCHESTER 150 GRAINS SUPER X POWER PT	001-201-545-238	1,983.30
AMAZON CAPITAL SRVCS, INC.	1PY3-X1P3-N9NC	10/23/2024	CEDAR BOOT STRETCHER	001-201-556-251	40.89
GTPDD PHARMACY	45228	10/23/2024	MEDICINE FOR CITY PRISONER	001-201-541-240	12.00
GRAPHIC TICKETS & SYSTEMS	008720	10/24/2024	3500 PARKING TICKETS W/ENVELOPES	001-201-556-251	1,410.59
SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG INSURANCE QUARTLY PYMT	001-201-620-370	14,450.46
GULF STATES DISTRIBUTORS, INC.	1476989	10/24/2024	5 CASES 9MM 147 GR	001-201-545-238	2,275.00
WALTMON FRAME AND BODY SHOP	15833	10/24/2024	VIN#6037 REPLACE BUMPER,LT BEZEL, FRONT FLARE ETC	001-201-630-360	2,594.80
AMAZON CAPITAL SRVCS, INC.	19JW-776N-1LLY	10/24/2024	STAPLER & PAPER CLIPS	001-201-501-200	33.32
AMAZON CAPITAL SRVCS, INC.	1LQJ-61CP-FWLJ	10/25/2024	CAMERA,THERMAL CAMERA,BLUETOOTH SPEAKER	001-201-556-251	552.88
POLLAN & ASSOC. PA	24489	10/25/2024	ADD PARKING ENF & NAME TO JACKET	001-201-535-233	20.00
GTPDD PHARMACY	45262	10/25/2024	MEDICINE FOR CITY PRISONER	001-201-541-240	24.00
GTPDD PHARMACY	45266	10/25/2024	MEDICINE FOR CITY PRISONER	001-201-541-240	18.00
WALMART- CAPITAL ONE	565548	10/25/2024	LADDER	001-201-501-200	82.99
CSPIRE WIRELESS	INV0037796	10/25/2024	MONTHY USAGE	001-201-604-330	2,911.49
AT&T MOBILITY	287308925437X11052024	10/27/2024	MONTHLY USAGE	001-201-604-330	2,434.68
AT&T MOBILITY	287312769594X11052024	10/27/2024	MONTHLY USAGE	001-201-604-330	46.51
AMAZON CAPITAL SRVCS, INC.	1VCV-MPGV-694R	10/28/2024	TARGETS/FIRING SUPPLIES	001-201-545-238	113.94
NMLETC- N MS LAW ENFORCEMENT TRAINING CENTER	812	10/28/2024	6 BASIC CLASS 77 @ \$4000	001-201-690-552	24,000.00
STARKVILLE UTILITIES	INV0037804	10/28/2024	MONTHLY USAGE	001-201-625-380	4,629.27
AMAZON CAPITAL SRVCS, INC.	17CJ-3XJP-JQVY	10/29/2024	PADS,BINDERS,BATTERIES,FOL DERS,PENS ETC	001-201-501-200	145.16
AMAZON CAPITAL SRVCS, INC.	1C13-JG9W-K1GF	10/29/2024	STICKERS,PRINTER STAND & PAPER SHREDDER	001-201-501-200	360.98
WALMART- CAPITAL ONE	252906	10/29/2024	BATTERIES	001-201-545-238	27.88
LAIRD CLINIC -POLICE ACCOUNT	579699	10/29/2024	PHYSICAL,EKG,UDS	001-201-600-319	188.00
EAST MISSISSIPPI LUMBER CO.	74722	10/29/2024	VARIOUS NUTS,BOLTS,SCREWS/REPAIRS	001-201-556-251	7.09
WALMART- CAPITAL ONE	893315	10/29/2024	SAFETY GLASSES	001-201-545-238	25.76
WALMART- CAPITAL ONE	054000	10/30/2024	CANDY FOR BROOKVILLE GARDEN EVENT	001-201-501-200	29.06
WATERMARK PRINTERS LLC	16974	10/30/2024	BUSINESS CARDS/OSWALT & RYAN	001-201-501-200	244.00
AMAZON CAPITAL SRVCS, INC.	1CPN-7VHM-RR7L	10/30/2024	STAMPS,BATTERIES,STORAGE ORGANIZER	001-201-501-200	87.13
SULLIVAN'S OFFICE SUPPLY, INC.	91919	10/30/2024	FILE CABINET FOR DISPATCH	001-201-501-200	195.00
LEXISNEXIS	1300038455	10/31/2024	TRAX FOR OCT 2024	001-201-604-330	217.01
ROWAN RIVERS JANITORIAL SERVICE	730	10/31/2024	TOILET TISSUE,BLEACH,PAPER TOWELS,CAR WASH	001-201-555-208	250.55
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037803	10/31/2024	MONTHLY USAGE	001-201-625-380	186.01
VERIZON CONNECT-NWF	618000064594	11/01/2024	MONTHLY REVEAL ACCOUNT	001-201-690-450	623.47
OKTIBBEHA COUNTY SHERIFF'S OFFICE	OCTOBER2024	11/01/2024	FEEDING INMATES MONTH OF OCT 2024	001-201-541-237	15,540.00
VERIZON WIRELESS	9977772768	11/02/2024	MONTHLY USAGE	001-201-604-330	1,706.47

CLAIMS DOCKET

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9977772768	11/02/2024	MONTHLY USAGE	001-201-690-450	560.14
AMAZON CAPITAL SRVCS, INC.	143P-FM4D-1WP9	11/04/2024	4K DISPLAY PORT TO HDMI ADAPTER	001-201-501-200	14.97
FUELMAN / FLEETCOR	NP67394255	11/04/2024	FUEL CHARGES 10/28-11/03/2024	001-201-525-231	3,114.21
CITY OF COLUMBUS	SPD-001336-1124	11/04/2024	(7) FINGERPRINT ANALYSIS	001-201-600-300	420.00
NORTHEAST EXTERMINATING	111901	11/05/2024	MONTHLY EXTERMINATING POLICE DEPT	001-201-600-300	50.00
ARMY NAVY PAWN SHOP	11524	11/05/2024	(4) PEERLESS HANDCUFFS	001-201-535-233	128.00
WATERMARK PRINTERS LLC	16981	11/05/2024	150 BUSINESS CARDS BIBBS	001-201-501-200	40.00
WALMART- CAPITAL ONE	30793	11/05/2024	LATE FEES	001-201-501-200	10.52
SULLIVAN'S OFFICE SUPPLY, INC.	92018	11/05/2024	(2) OFFICE ARM CHAIRS	001-201-501-200	996.00
WALMART- CAPITAL ONE	972697	11/05/2024	COFFEE,BATTERIES,HAMMERS	001-201-501-200	73.38
BRISLIN, INC	241732	11/06/2024	INSTALLATION OF ICE MAKER POLICE	001-201-630-426	225.00
ENTERPRISE FM TRUST	493021A-110624	11/06/2024	NOV 2024 FLEET VEHICLES	001-201-630-360	4,972.71
ENTERPRISE FM TRUST	493021A-110624	11/06/2024	NOV 2024 FLEET VEHICLES	001-201-630-360	390.00
ENTERPRISE FM TRUST	493021A-110624	11/06/2024	NOV 2024 FLEET VEHICLES	001-201-640-398	15,365.58
REGIONS-POLICE VISA PAYMENT	BKD-73651028006	11/06/2024	CBI ONLINE TRAINING	001-201-690-552	422.65
ROBERT EGUIRES	120859	11/07/2024	REIMBURSE ON CLOTHING ALLOWANCE	001-201-535-233	138.56
CONVERGINT TECHNOLOGIES, LLC	W1982634	11/07/2024	STRATOCAST YEARLY RENEWAL	001-201-645-420	27,802.88
BRISLIN, INC	241760	11/11/2024	MAINTENANCE CONTRACT	001-201-630-426	2,570.00
FUELMAN / FLEETCOR	NP67424532	11/11/2024	FUEL CHARGES FOR 11/04/24-11/10/24	001-201-525-231	2,915.39

Outstanding Total: 143,658.46

Department 201 - POLICE DEPARTMENT Total: 143,658.46

Department: 245 - DISPATCHERS

Outstanding

POLLAN & ASSOC. PA	24491	10/25/2024	5 (3 SHORT SLEEVE 2 LONG SLEEVE) POLOS	001-245-501-200	244.99
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Outstanding Total: 244.99

Department 245 - DISPATCHERS Total: 244.99

Department: 246 - CODE ENFORCEMENT

Outstanding

SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG INSURANCE QUARTLY PYMT	001-246-620-370	150.00
FUELMAN / FLEETCOR	NP67394255	11/04/2024	FUEL CHARGES 10/28-11/03/2024	001-246-525-231	42.51
ENTERPRISE FM TRUST	493021A-110624	11/06/2024	NOV 2024 FLEET VEHICLES	001-246-630-400	12.00
ENTERPRISE FM TRUST	493021A-110624	11/06/2024	NOV 2024 FLEET VEHICLES	001-246-630-400	74.45
ENTERPRISE FM TRUST	493021A-110624	11/06/2024	NOV 2024 FLEET VEHICLES	001-246-640-398	861.43
FUELMAN / FLEETCOR	NP67424532	11/11/2024	FUEL CHARGES FOR 11/04/24-11/10/24	001-246-525-231	64.12

Outstanding Total: 1,204.51

Department 246 - CODE ENFORCEMENT Total: 1,204.51

Department: 261 - FIRE DEPARTMENT

Outstanding

IMAGE TREND	PS-INV108172	05/17/2024	CAD DISTRIBUTION	001-261-604-330	2,087.50
LAIRD CLINIC-FIRE ACCOUNT	578584	10/09/2024	TB TEST	001-261-600-319	61.00
LAIRD CLINIC-FIRE ACCOUNT	578812	10/14/2024	TB TEST	001-261-600-319	61.00
LAIRD CLINIC-FIRE ACCOUNT	578956	10/16/2024	TB TEST	001-261-600-319	61.00
LAIRD CLINIC-FIRE ACCOUNT	578960	10/16/2024	TB TEST	001-261-600-390	61.00
DAVIS PAPER & CHEMICAL	102837	10/23/2024	TISSUE,CASCADE,DETERGENT,P	001-261-555-208	343.60
SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG INSURANCE QUARTLY PYMT	001-261-620-370	8,152.22

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
UNIVERSITY SCREENPRINT	8853	10/24/2024	UNIFORM SHORTS	001-261-535-233	509.70
CSPIRE WIRELESS	INV0037796	10/25/2024	MONTHY USAGE	001-261-604-330	244.21
UPS	54E5Y434	10/26/2024	SHIP PACKAGE	001-261-604-330	17.45
LAIRD CLINIC-FIRE ACCOUNT	579632	10/28/2024	TB TEST	001-261-600-319	61.00
STARKVILLE UTILITIES	INV0037804	10/28/2024	MONTHLY USAGE	001-261-625-380	962.82
LAIRD CLINIC-FIRE ACCOUNT	579697	10/29/2024	TB TEST	001-261-600-319	61.00
ALARM SECURITIES, INC. dba ASI	61510	10/29/2024	PAGING & RADIO ISSUES/LABOR/TRAVEL	001-261-630-404	433.98
GALLS INC	0295055600	10/30/2024	UNIFORM PANTS	001-261-535-233	130.36
BELL BUILDING SUPPLY, INC.	415912	10/30/2024	AIR FILTERS (3)	001-261-558-269	10.65
LAIRD CLINIC-FIRE ACCOUNT	579801	10/30/2024	PHYSICAL	001-261-600-319	125.00
LAIRD CLINIC-FIRE ACCOUNT	579802	10/30/2024	PHYSICAL	001-261-600-319	125.00
LAIRD CLINIC-FIRE ACCOUNT	579804	10/30/2024	PHYSICAL	001-261-600-319	125.00
STEPHEN MILLER	102024	10/31/2024	REIMBURSE MEALS/FIRE ACADEMY 1001-1002	001-261-600-390	60.02
D'LUX'S ALTERATIONS	479256	10/31/2024	ALTERATIONS SHIRTS & PATCHES	001-261-535-233	58.00
GOVERNMENT LEASING & FINANCE, INC.	541440244	10/31/2024	FIRE TRUCK CONTRACT PYMT	001-261-820-874	105,797.12
GOVERNMENT LEASING & FINANCE, INC.	541440244	10/31/2024	FIRE TRUCK CONTRACT PYMT	001-261-830-873	7,335.24
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037803	10/31/2024	MONTHLY USAGE	001-261-625-380	230.04
NORTHEAST EXTERMINATING	111645	11/01/2024	MONTHLY EXTERMINATING ST 5	001-261-558-269	22.00
NORTHEAST EXTERMINATING	111649	11/01/2024	MONTHLY EXTERMINATING ST 1	001-261-558-269	22.00
NORTHEAST EXTERMINATING	111653	11/01/2024	MONTHLY EXTERMINATING ST 2	001-261-558-269	22.00
NORTHEAST EXTERMINATING	111654	11/01/2024	MONTHLY EXTERMINATING ST 3	001-261-558-269	22.00
NORTHEAST EXTERMINATING	111655	11/01/2024	MONTHLY EXTERMINATING ST 4	001-261-558-269	22.00
VERIZON CONNECT-NWF NUSO, LLC	618000064594	11/01/2024	MONTHLY REVEAL ACCOUNT	001-261-690-450	304.47
VERIZON WIRELESS	67228	11/01/2024	NOV RECURRING CHARGES	001-261-604-330	101.99
FUELMAN / FLEETCOR	9977772768	11/02/2024	MONTHLY USAGE	001-261-604-330	440.11
	NP67394255	11/04/2024	FUEL CHARGES 10/28-11/03/2024	001-261-525-231	694.25
GALLS INC	029565746	11/06/2024	UNIFORM PANTS,NAMEPLATE,SERVICE PIN	001-261-535-233	108.54
EAST MISSISSIPPI LUMBER CO.	18739	11/06/2024	MIXING OIL	001-261-525-231	21.00
ENTERPRISE FM TRUST	639057-110624	11/06/2024	NOV 2024 FLEET VEHICLES	001-261-630-360	6.00
ENTERPRISE FM TRUST	639057-110624	11/06/2024	NOV 2024 FLEET VEHICLES	001-261-640-398	1,130.27
WALMART- CAPITAL ONE	944236	11/07/2024	COFFEE POTS ST 1 & ST 4	001-261-555-250	54.88
STEPHEN MILLER	INV0037785	11/07/2024	REIMBURSE MEALS/FIRE ACADEMY	001-261-600-390	72.33
ATMOS ENERGY	INV0037802	11/07/2024	MONTHLY USAGE	001-261-625-380	54.44
RDJ SPECIALTIES, INC	116992	11/08/2024	PENCILS-SCHOOLS	001-261-501-250	888.11
FUELMAN / FLEETCOR	NP67424532	11/11/2024	FUEL CHARGES FOR 11/04/24-11/10/24	001-261-525-231	884.84
IAFC - INTERNATIONAL ASSOC of FIRE CHIEFS, INC.	000279008	11/12/2024	FULL MEMBERSHIP & DIVISION DUES	001-261-690-555	168.75
CADENCE /ELAN VISA	INV0037789	11/12/2024	FIRE DEPT FOOLS CONFERENCE	001-261-600-390	330.00
CADENCE /ELAN VISA	INV0037790	11/12/2024	FIRE DEPT FOOLS CONFERENC	001-261-600-390	330.00
EAST MISSISSIPPI LUMBER CO.	19177	11/13/2024	CRIMPED WIRE WHEEL & CRIMPED BRUSH FOR CLEANING	001-261-555-250	14.98
				Outstanding Total:	132,828.87
				Department 261 - FIRE DEPARTMENT Total:	132,828.87

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT					
Outstanding					
SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG INSURANCE QUARTLY PYMT	001-281-620-370	745.00
CSPIRE WIRELESS	INV0037796	10/25/2024	MONTHLY USAGE	001-281-604-330	53.10
MAXXSOUTH BROADBAND	INV0037795	10/31/2024	CITY HALL BREAKDOWN	001-281-604-330	31.38
GATEWAY TIRE & SERVICE CENTER	1018-206129	11/01/2024	CD-002 TIRES	001-281-525-231	458.88
FUELMAN / FLEETCOR	NP67394255	11/04/2024	FUEL CHARGES 10/28- 11/03/2024	001-281-525-231	135.37
FUELMAN / FLEETCOR	NP67424532	11/11/2024	FUEL CHARGES FOR 11/04/24- 11/10/24	001-281-525-231	37.16
Outstanding Total:					1,460.89
Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:					1,460.89
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE UTILITIES	INV0037804	10/28/2024	MONTHLY USAGE	001-290-625-380	28.30
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037803	10/31/2024	MONTHLY USAGE	001-290-625-380	60.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037803	10/31/2024	MONTHLY USAGE	001-290-625-380	77.70
Outstanding Total:					166.00
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					166.00
Department: 301 - STREET DEPARTMENT					
Outstanding					
SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG INSURANCE QUARTLY PYMT	001-301-620-370	5,411.70
APAC-MISSISSIPPI, INC	4000189772	10/28/2024	ASPHALT	001-301-560-270	654.00
STARKVILLE UTILITIES	INV0037804	10/28/2024	MONTHLY USAGE	001-301-625-380	4,387.49
STARKVILLE UTILITIES	INV0037804	10/28/2024	MONTHLY USAGE	001-301-625-380	19.78
APAC-MISSISSIPPI, INC	4000189921	10/29/2024	ASPHALT	001-301-560-270	658.36
AMAZON CAPITAL SRVCS, INC.	1XVV-P7N7-36QW	10/30/2024	GATORADE PACKS/HYDRATION FREEZER POPS	001-301-555-250	176.39
UNIFIRST CORPORATION	1830123664	10/31/2024	UNIFORMS	001-301-535-233	166.87
APAC-MISSISSIPPI, INC	4000190250	10/31/2024	ASPHALT	001-301-560-270	658.36
CINTAS	4210026999	10/31/2024	SUPPLIES	001-301-555-250	55.91
G&C SUPPLY CO., INC	6968310	10/31/2024	DFW STRAP FOR SIGN	001-301-565-272	581.52
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037803	10/31/2024	MONTHLY USAGE	001-301-625-380	8,867.99
AUTOZONE	00426143696	11/01/2024	FLOOR MATS TRUCK 710	001-301-630-360	29.09
VERIZON CONNECT-NWF	618000064594	11/01/2024	MONTHLY REVEAL ACCOUNT	001-301-690-450	144.97
VERIZON WIRELESS	9977772768	11/02/2024	MONTHLY USAGE	001-301-604-330	141.36
NORTHEAST EXTERMINATING	111782	11/04/2024	MONTHLY EXTERMINATING STREET DEPT	001-301-691-550	30.00
APAC-MISSISSIPPI, INC	4000190531	11/04/2024	ASPHALT	001-301-560-270	645.28
FUELMAN / FLEETCOR	NP67394255	11/04/2024	FUEL CHARGES 10/28- 11/03/2024	001-301-525-231	684.11
PARKER CDJR*	PW-651597	11/04/2024	OIL & LUBRICANT TRUCK 717	001-301-525-231	68.80
APAC-MISSISSIPPI, INC	4000190728	11/05/2024	ASPHALT	001-301-560-270	679.07
APAC-MISSISSIPPI, INC	4000190867	11/06/2024	ASPHALT	001-301-560-270	647.46
ENTERPRISE FM TRUST	639057-110624	11/06/2024	NOV 2024 FLEET VEHICLES	001-301-630-360	12.00
ENTERPRISE FM TRUST	639057-110624	11/06/2024	NOV 2024 FLEET VEHICLES	001-301-640-398	1,901.79
LOWE'S	81425	11/06/2024	MARKING PAINT	001-301-555-250	169.90
UNIFIRST CORPORATION	1830124585	11/07/2024	UNIFORMS	001-301-535-233	178.14
CINTAS	4210728942	11/07/2024	001301555250	001-301-555-250	57.38
APAC-MISSISSIPPI, INC	4000191132	11/08/2024	ASPHALT	001-301-560-270	647.46
FASTENAL COMPANY	MSSTA108616	11/08/2024	ASPHALT	001-301-560-270	802.14
AMAZON CAPITAL SRVCS, INC.	11DW-RGVF-1RYW	11/10/2024	SAFETY GLOVES & PAPER TOWEL WIPES	001-301-555-250	184.84
FUELMAN / FLEETCOR	NP67424532	11/11/2024	FUEL CHARGES FOR 11/04/24- 11/10/24	001-301-525-231	1,071.52

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CINTAS	4211310292	11/13/2024	SUPPLIES	001-301-555-250	57.38
Outstanding Total:					29,791.06
Department 301 - STREET DEPARTMENT Total:					29,791.06
Department: 360 - ANIMAL CONTROL					
Outstanding					
SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG	001-360-620-370	351.00
			INSURANCE QUARTLY PYMT		
CSPIRE WIRELESS	INV0037796	10/25/2024	MONTHY USAGE	001-360-604-330	37.22
FUELMAN / FLEETCOR	NP67394255	11/04/2024	FUEL CHARGES 10/28-11/03/2024	001-360-525-231	46.86
ENTERPRISE FM TRUST	493021A-110624	11/06/2024	NOV 2024 FLEET VEHICLES	001-360-630-400	6.00
FUELMAN / FLEETCOR	NP67424532	11/11/2024	FUEL CHARGES FOR 11/04/24-11/10/24	001-360-525-231	45.71
Outstanding Total:					486.79
Department 360 - ANIMAL CONTROL Total:					486.79
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
CSP SPORTS FACILITIES COMPANIES, LLC	DEC2024	11/05/2024	DECEMBER 2024 MANAGEMENT FEE	001-550-600-296	15,000.00
CSP SPORTS FACILITIES COMPANIES, LLC	NOV2024	11/05/2024	NOV 2024 MANAGEMENT FEES	001-550-600-296	15,000.00
CSP SPORTS FACILITIES COMPANIES, LLC	INV0037786	11/12/2024	ADVANCE NOV 2024	001-550-600-297	73,522.56
Outstanding Total:					103,522.56
Department 550 - PARKS AND REC DEPARTMENT Total:					103,522.56
Fund 001 - GENERAL FUND Total:					683,899.01
Fund: 015 - AIRPORT FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
DENNIS TRUAX	J3581	11/11/2024	REFUND FOR NOV-DEC 2024 & GATE REMOTE REFUND	015-000-371-640	280.00
Outstanding Total:					280.00
Department 000 - UNDESIGNATED Total:					280.00
Department: 505 - AIRPORT					
Outstanding					
RACKLEY OIL INC.	631984	10/03/2024	POWER STEERING FLUID & DELO 15 W40	015-505-525-231	27.25
RACKLEY OIL INC.	135760	10/04/2024	REGULAR ULEADED GAS	015-505-525-231	620.00
RACKLEY OIL INC.	632671	10/12/2024	AEROSHELL OIL	015-505-525-231	78.49
MS AIRPORTS ASSOCIATION	STK101724	10/17/2024	MEMBERSHIP DUES OCT 2024-SEPT 2025	015-505-600-338	750.00
RACKLEY OIL INC.	135861	10/18/2024	OFF ROAD DIESEL	015-505-525-231	641.25
SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG	015-505-620-370	4,286.00
			INSURANCE QUARTLY PYMT		
CSPIRE WIRELESS	INV0037796	10/25/2024	MONTHY USAGE	015-505-604-330	48.93
TITAN AVIATION FUELS	4184087	10/28/2024	JET A FUEL	015-505-525-233	21,931.61
MAGNOLIA BOTTLED WATER	76846	10/29/2024	(5) 5 GAL WATER BOTTLES	015-505-541-237	50.00
AMAZON CAPITAL SRVCS, INC.	1RY1-MH9K-NLNN	10/30/2024	MINTS,ICE BAGS,TAPE,12" PRO TOOL TOTE	015-505-541-237	68.77
AMAZON CAPITAL SRVCS, INC.	1RY1-MH9K-NLNN	10/30/2024	MINTS,ICE BAGS,TAPE,12" PRO TOOL TOTE	015-505-555-250	41.16
RODNEY LINCOLN	INV0037799	10/30/2024	REIMBURSE HOTEL/MEALS	015-505-610-350	378.88
			TITAN TRAINING		
RODNEY LINCOLN	INV0037799	10/30/2024	REIMBURSE HOTEL/MEALS	015-505-610-350	99.45
			TITAN TRAINING		
SAMUEL FISHER	INV0037800	10/30/2024	REIMBURSE HOTEL/MEALS	015-505-610-350	378.88
			TITAN TRAINING		
SAMUEL FISHER	INV0037800	10/30/2024	REIMBURSE HOTEL/MEALS	015-505-610-350	84.01
			TITAN TRAINING		

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CHARLES RUSTY BOUCHILLON	INV0037801	10/30/2024	REIMBURSE HOTEL/MEALS TITAN TRAINING	015-505-610-350	378.88
CHARLES RUSTY BOUCHILLON	INV0037801	10/30/2024	REIMBURSE HOTEL/MEALS TITAN TRAINING	015-505-610-350	52.59
TITAN AVIATION FUELS	4183297	11/01/2024	JET A FUEL & AVGAS TRUCK RENTAL	015-505-600-322	800.00
VERIZON CONNECT-NWF	618000064594	11/01/2024	MONTHLY REVEAL ACCOUNT	015-505-690-450	33.32
WALMART- CAPITAL ONE	252949	11/02/2024	POPCORN,TRASH BAGS,INVOICE BOOK,OIL,SOAP,TOWELS	015-505-541-237	45.47
MAXXSOUTH BROADBAND	INV0037793	11/02/2024	AIRPORT INTERNET	015-505-600-338	144.95
TITAN AVIATION FUELS	4190401	11/05/2024	JET A FUEL	015-505-525-233	20,368.87
QT POD	0738-SP2024C	11/11/2024	CELL PLAN 1 YEAR RENEWAL FOR M4000	015-505-600-338	480.00
IVY AUTO PARTS, LLC.	743564	11/11/2024	MOBIL 1 15 W50 (6) QUARTS	015-505-525-231	41.94
MAXXSOUTH BROADBAND	INV0037788	11/11/2024	120 AIRPORT RD	015-505-600-338	186.76
WALMART- CAPITAL ONE	452538	11/12/2024	COPY PAPER,PAPER TOWELS,&WATER	015-505-541-237	40.23
AMAZON CAPITAL SRVCS, INC.	11XQ-NLYR-1LXJ	11/13/2024	CREDIT ON TAPE	015-505-541-237	-15.99
Outstanding Total:					52,041.70
Department 505 - AIRPORT Total:					52,041.70
Fund 015 - AIRPORT FUND Total:					52,321.70

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

STARKVILLE AUTO PARTS	169007	10/07/2024	TURN LAMP & BALL MOUNT	022-322-555-250	115.72
STARKVILLE AUTO PARTS	169012	10/07/2024	PARTS MASTER 80W-90	022-322-555-250	55.22
STARKVILLE AUTO PARTS	169032	10/08/2024	11 PC SAE COMBINATION	022-322-555-250	24.99
STARKVILLE AUTO PARTS	169035	10/08/2024	37 FLARE,GATE & HYDRAULIC HOSE	022-322-555-250	53.67
STARKVILLE AUTO PARTS	169136	10/16/2024	3 FT CHAIN	022-322-555-250	11.85
MHC KENWORTH-TUPELO	R00573700030942	10/17/2024	TRUCK 91 INSPECTION	022-322-630-252	202.72
SUNSTAR INSURANCE AGENCY	1400181	10/24/2024	PROPERTY,EQUIP,BLDG INSURANCE QUARTLY PYMT	022-322-620-370	5,180.00
UNIFIRST CORPORATION	1830122480	10/24/2024	UNIFORMS	022-322-535-233	271.23
EVERGREEN AG	2296831	10/24/2024	KAWA SOLENOID 4 POST	022-322-555-250	59.97
INGRAM EQUIPMENT COMPANY,LLC	PICPAK	10/24/2024	SET/4 SEG STEEL BROOMS FOR #84 SWEEPER	022-322-630-360	614.00
HANCOCK EQUIP. & OIL CO. & CLEANING SYS.	011340	10/25/2024	(180) GAL SOAP	022-322-555-250	891.00
GATEWAY TIRE & SERVICE CENTER	1018-205619	10/25/2024	TRUCK 45 TIRE	022-322-630-360	356.19
GATEWAY TIRE & SERVICE CENTER	1018-205647	10/25/2024	TRUCK 44 TIRES	022-322-630-360	726.92
TERRY'S GARAGE & REPAIRS, LLC	10795	10/25/2024	TRUCK 95 FIX HYDRAULIC LEAK/TRUCK 45 BRAKES	022-322-630-252	604.40
CSPIRE WIRELESS	INV0037796	10/25/2024	MONTHY USAGE	022-322-604-330	192.33
GATEWAY TIRE & SERVICE CENTER	1018-205265	10/28/2024	FLAT REPAIR LEFT REAR TRACTOR #5	022-322-630-406	85.00
TERRY'S GARAGE & REPAIRS, LLC	10825	10/29/2024	TRUCK 95 REPLACE VALVES/AIR LEAKS	022-322-630-252	352.56
OKTIBBEHA COUNTY COOPERATIVE	1054825	10/30/2024	KOHLER FUEL PUMP	022-322-555-250	16.99
WASTE PRO	0000300597	10/31/2024	ROLLOFF HAUL FEE	022-322-600-431	1,400.00
UNIFIRST CORPORATION	1830123663	10/31/2024	UNIFORMS	022-322-535-233	428.54
SGK LANDSCAPES, LLC	130086	11/01/2024	LOUISVILLE,NASH,RUSSELL MEDIAN MAINTENANCE	022-322-600-338	751.50
SGK LANDSCAPES, LLC	130087	11/01/2024	MONTHLY MAINTENANCE HWY 12 MEDIANS	022-322-600-338	1,730.29
REGIONS FINANCIAL CORPORATION	1798703	11/01/2024	PETERBILT GARBAGE TRUCK	022-322-820-874	40,946.44

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
REGIONS FINANCIAL CORPORATION	1798703	11/01/2024	PETERBILT GARBAGE TRUCK	022-322-830-873	2,064.52
VERIZON CONNECT-NWF	618000064594	11/01/2024	MONTHLY REVEAL ACCOUNT	022-322-691-450	432.07
NORTHEAST EXTERMINATING	111778	11/04/2024	MONTHLY EXTERMINATING SANITATION DEPT	022-322-600-300	30.00
CADENCE /ELAN VISA	INV0037791	11/04/2024	INDEED	022-322-610-340	71.91
FUELMAN / FLEETCOR	NP67394255	11/04/2024	FUEL CHARGES 10/28-11/03/2024	022-322-525-231	3,077.97
TRI-STATE TRUCKCENTER*	02P121361	11/06/2024	RELAY VALVE TRUCK 95	022-322-630-252	198.67
EVERGREEN AG	2298962	11/06/2024	WASHER,CUTTER,SPINDLE SHAFT	022-322-555-250	217.47
ENTERPRISE FM TRUST	493021A-110624	11/06/2024	NOV 2024 FLEET VEHICLES	022-322-630-254	6.00
ENTERPRISE FM TRUST	493021A-110624	11/06/2024	NOV 2024 FLEET VEHICLES	022-322-640-398	830.71
MHC KENWORTH-TUPELO	T00575600154894	11/06/2024	BELT,V RIB BED	022-322-630-252	168.11
GATEWAY TIRE & SERVICE CENTER	1018-205431	11/07/2024	FLAT REPAIR #100	022-322-630-360	25.50
GATEWAY TIRE & SERVICE CENTER	1018-206068	11/07/2024	BRAKE PADS #103	022-322-630-360	131.38
GATEWAY TIRE & SERVICE CENTER	1018-206187	11/07/2024	FLAT REPAIR #96A	022-322-630-360	25.50
GATEWAY TIRE & SERVICE CENTER	1018-206272	11/07/2024	TRUCK 44 TIRE	022-322-630-252	337.57
GATEWAY TIRE & SERVICE CENTER	1018-206381	11/07/2024	TRUCK 44 TIRES	022-322-630-360	668.48
SANSOM EQUIPMENT COMPANY, INC	P06724	11/07/2024	PARTS FOR SWEEPER/REPAIR	022-322-630-360	4,154.20
SUNSTAR INSURANCE AGENCY	1402574	11/08/2024	ADD 2022 KENWORTH T370 GARBAGE TRUCK	022-322-620-370	220.00
FUELMAN / FLEETCOR	NP67424532	11/11/2024	FUEL CHARGES FOR 11/04/24-11/10/24	022-322-525-231	3,349.76
Outstanding Total:					71,081.35
Paid					
GTR SOLID WASTE MGMT. AUTH	OCT2024	11/08/2024	OCT 2024 SOLID WASTE TICKETS	022-322-600-379	30,207.36
Paid Total:					30,207.36
Department 322 - SANITATION DEPARTMENT Total:					101,288.71
Fund 022 - ENVIRONMENTAL SERVICES Total:					101,288.71
Fund: 200 - DEBT SERVICE FUND					
Department: 800 - DEBT SERVICE					
Outstanding					
HANCOCK BANK	42552	10/17/2024	MDBSTARK19	200-800-840-876	800.00
HANCOCK BANK	42553	10/17/2024	MDBSTARKV18	200-800-840-876	1,900.00
Outstanding Total:					2,700.00
Department 800 - DEBT SERVICE Total:					2,700.00
Fund 200 - DEBT SERVICE FUND Total:					2,700.00
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS					
Department: 300 - STREET DEPARTMENT					
Outstanding					
NEEL-SCHAFER	1100633	10/15/2024	OLD MAYHEW RD & E LEE INTERSECTION DESIGN	305-300-600-300	18,033.44
BURNS COOLEY DENNIS, INC.	46946	10/26/2024	OLD MAYHEW ROAD	305-300-900-905	569.50
MARK E. SHAW	82	11/07/2024	UTILITY INSPECTION 10/25-10/31/24 11/01-11/07/24	305-300-900-903	1,275.00
Outstanding Total:					19,877.94
Department 300 - STREET DEPARTMENT Total:					19,877.94
Fund 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Total:					19,877.94

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)					
Department: 551 - PARK & REC TOURISM					
Outstanding					
DD CONSULTING	DD24-STARKVILLE 021	09/20/2024	PARK IMPROVEMENT BOND	312-551-600-067	3,225.00
NEEL-SCHAFER	1100636	10/15/2024	MCKEE PARK SWPP	312-551-600-002	1,819.43
			PERMITTING 9/1-9/30/2024		
BURNS COOLEY DENNIS, INC.	46942	10/26/2024	NEEDMORE COMMUNITY CENTER REDEVELOPMENT	312-551-600-102	125.00
BURNS COOLEY DENNIS, INC.	46951	10/26/2024	MCKEE PARK IMPROVEMENTS	312-551-901-279	6,273.75
FORME DESIGN GROUP	3-A	10/31/2024	STARKVILLE PARKS SIGNAGE	312-551-901-278	9,950.00
STARKVILLE UTILITIES	103	11/05/2024	MCKEE PARK 500 LYNN LANE	312-551-901-275	8,976.59
STARKVILLE UTILITIES	110	11/07/2024	MCKEE PARK	312-551-901-275	2,672.89
MARK E. SHAW	82	11/07/2024	UTILITY INSPECTION 10/25-10/31/24 11/01-11/07/24	312-551-901-275	700.00
Outstanding Total:					33,742.66
Department 551 - PARK & REC TOURISM Total:					33,742.66
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					33,742.66
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
MMC MATERIALS, INC.	919630	10/31/2024	CONCRETE/RAMP & PAD	375-551-907-943	487.50
			CORNERSTONE PARK ADA		
CSP SPORTS FACILITIES COMPANIES, LLC	DEC2024	11/05/2024	DECEMBER 2024	375-551-600-297	20,000.00
CSP SPORTS FACILITIES COMPANIES, LLC	NOV2024	11/05/2024	MANAGEMENT FEE		
			NOV 2024 MANAGEMENT FEES	375-551-600-297	20,000.00
ENTERPRISE FM TRUST	493021A-110624	11/06/2024	NOV 2024 FLEET VEHICLES	375-551-640-398	781.90
Outstanding Total:					41,269.40
Department 551 - PARK & REC TOURISM Total:					41,269.40
Fund 375 - PARK AND REC TOURISM Total:					41,269.40
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
NEEL-SCHAFER	1101577	10/31/2024	HWY 182 BUILD GRANT CEI	377-318-680-301	70,801.00
Outstanding Total:					70,801.00
Department 318 - MS182/MLK Total:					70,801.00
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					70,801.00
Grand Total:					1,005,900.42

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	683,899.01	45,007.17
015 - AIRPORT FUND	52,321.70	0.00
022 - ENVIRONMENTAL SERVICES	101,288.71	30,207.36
200 - DEBT SERVICE FUND	2,700.00	0.00
305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS	19,877.94	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	33,742.66	0.00
375 - PARK AND REC TOURISM	41,269.40	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	70,801.00	0.00
Grand Total:	1,005,900.42	75,214.53

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & S...	2,919.38	0.00
001-000-054-205	DUE FROM STARKVILLE ...	1,010.86	0.00
001-000-120-618	SEIZED FUNDS	3,239.00	0.00
001-000-149-691	MUNICIPAL COURT BON...	1,619.25	1,619.25
001-000-160-698	DONATION - POLICE	160.80	0.00
001-000-330-182	TRAFFIC COURT & FINES	90.00	90.00
001-005-054-208	DUE FROM PARKS & REC...	941.11	0.00
001-100-604-330	COMMUNICATIONS	256.53	0.00
001-110-330-166	TRAUMA TRAFFIC	1,524.50	1,524.50
001-110-330-376	COURT CONSTITUENTS	134.50	134.50
001-110-330-377	MOTOR VEHICLE LIABILI...	806.88	806.88
001-110-330-378	APPEARANCE BOND FEES	656.25	656.25
001-110-330-382	TRAFFIC VIOLATION	20,682.50	20,682.50
001-110-330-385	IMPLIED CONSENT	2,139.50	2,139.50
001-110-330-386	WIRELESS COMM FEE	3,201.55	3,201.55
001-110-330-387	OTHER MISDEMEANORS	4,861.49	4,861.49
001-110-330-389	ADULT DRIVER'S TRAINI...	70.00	70.00
001-110-330-393	VICTIMS BOND FEE	733.50	733.50
001-110-330-395	DRUG VIOLATION	81.00	81.00
001-110-330-396	NON-ADJUDICATION (IN...	1,500.00	1,500.00
001-110-330-397	DUI OFFENSE (INLC14)	305.00	305.00
001-110-330-398	UNINSURED MOTORIST	6,501.25	6,501.25
001-110-330-399	97-3-54.11 MS TRAFFICK...	100.00	100.00
001-110-501-200	SUPPLIES	181.65	0.00
001-110-600-301	PROFESSIONAL & CONT...	423.04	0.00
001-110-604-330	POSTAGE / COMMUNIC...	71.37	0.00
001-110-620-370	INSURANCE	250.00	0.00
001-110-645-420	SOFTWARE	11,981.57	0.00
001-110-690-553	TRAVEL, TRAINING, DUES	200.00	0.00
001-120-503-202	COMMITTEE SUPPORT	27.56	0.00
001-120-565-272	PAID PARKING EXPENSES	500.00	0.00
001-120-600-301	LOBBYING SERVICES	3,125.00	0.00
001-120-600-302	MEDIA/PUBLIC RELATIO...	4,500.00	0.00
001-120-604-330	COMMUNICATIONS	31.38	0.00
001-120-610-350	TRAVEL / TRAINING	150.00	0.00
001-123-600-300	WEB SITE SVCS, SOFTW...	2,217.36	0.00
001-123-604-330	COMMUNICATIONS	927.06	0.00
001-123-620-370	INSURANCE	3,285.00	0.00
001-123-625-380	CAMERA OPERATING EX...	800.00	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	172.38	0.00
001-142-610-350	TRAVEL/TRAINING	250.00	0.00
001-142-620-371	BONDING-CITY EMPLOY...	175.00	0.00
001-142-645-420	SOFTWARE	50,167.76	0.00
001-142-691-550	MISCELLANEOUS	178.00	0.00
001-169-600-302	CITY ATTORNEY GENERAL	11,329.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-169-600-312	CITY ATTORNEY LITIGAT...	7,783.00	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	165.92	0.00
001-180-501-200	SUPPLIES & OFFICE MAI...	49.94	0.00
001-180-600-320	DRUG/BACKGROUND C...	35.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	72.82	0.00
001-180-610-340	ADVERTISING	2,945.63	0.00
001-180-691-505	PERSONNEL / KRONOS S...	121.86	0.00
001-190-501-200	SUPPLIES	84.98	0.00
001-190-604-330	COPIERS/PHONES/IPADS	824.98	0.00
001-190-620-370	INSURANCE	126.00	0.00
001-192-510-220	SUPPLIES - JANITORIAL, ...	243.67	0.00
001-192-600-338	CONTRACT SERVICES	4,961.16	0.00
001-192-620-370	INSURANCE	1,136.12	0.00
001-192-625-380	UTILITIES	2,819.54	0.00
001-192-630-403	REPAIRS TO BUILDING &...	807.50	0.00
001-195-702-702	S.M.A.R.T.	100,000.00	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
001-197-525-231	GAS & OIL	87.58	0.00
001-197-604-330	COMMUNICATIONS	31.38	0.00
001-197-620-370	INSURANCE	526.50	0.00
001-197-690-450	GPS EXPENSES	33.32	0.00
001-201-501-200	OFFICE SUPPLIES	2,312.51	0.00
001-201-525-231	GAS & OIL	6,029.60	0.00
001-201-535-233	UNIFORMS	614.56	0.00
001-201-541-237	PRISONER JAIL EXPENSES	15,540.00	0.00
001-201-541-240	PRISONER MEDICAL/SU...	323.80	0.00
001-201-545-238	FIRING RANGE SUPPLIES ...	4,425.88	0.00
001-201-555-208	JANITORIAL SUPPLIES	250.55	0.00
001-201-556-251	POLICE SUPPLIES	2,158.83	0.00
001-201-600-300	PROFESSIONAL SERVICES	470.00	0.00
001-201-600-319	PHYSICAL & PERSONNEL...	564.00	0.00
001-201-604-330	PHONES/COPIES/POSTA...	7,316.16	0.00
001-201-620-370	INSURANCE:VEHICLES/LI...	14,450.46	0.00
001-201-625-380	UTILITIES	4,815.28	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	7,957.51	0.00
001-201-630-426	BUILDING MAINT & REP...	2,795.00	0.00
001-201-640-398	ENTERPRISE FLEET LEASE	15,365.58	0.00
001-201-645-420	SOFTWARE	27,802.88	0.00
001-201-690-450	GPS EXPENSES	1,183.61	0.00
001-201-690-552	POLICE TRAINING/EDUC...	24,722.65	0.00
001-201-918-805	EQUIPMENT & SOFTWA...	4,559.60	0.00
001-245-501-200	SUPPLIES & UNIFORMS	244.99	0.00
001-246-525-231	GAS & OIL	106.63	0.00
001-246-620-370	INSURANCE	150.00	0.00
001-246-630-400	VEHICLE MAINTENANCE	86.45	0.00
001-246-640-398	ENTERPRISE FLEET LEASE	861.43	0.00
001-261-501-250	FIRE PREVENTION SUPPL...	888.11	0.00
001-261-525-231	GAS & OIL	1,600.09	0.00
001-261-535-233	UNIFORMS & UNIFORM ...	806.60	0.00
001-261-555-208	JANITORIAL & PAPER SU...	343.60	0.00
001-261-555-250	SMALL EQUIPMENT AND...	69.86	0.00
001-261-558-269	BUILDING MAINTENANCE	120.65	0.00
001-261-600-319	PHYSICAL EXAMINATIONS	680.00	0.00
001-261-600-390	FIRE TRAINING / TRAVEL	853.35	0.00
001-261-604-330	PHONES/CABLE/INTERN...	2,891.26	0.00
001-261-620-370	INSURANCE	8,152.22	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-261-625-380	UTILITIES	1,247.30	0.00
001-261-630-360	REPAIRS & MAINT-VEHIC...	6.00	0.00
001-261-630-404	RADIO MAINTENANCE / ...	433.98	0.00
001-261-640-398	ENTERPRISE FLEET LEASE	1,130.27	0.00
001-261-690-450	GPS EXPENSES	304.47	0.00
001-261-690-555	DUES	168.75	0.00
001-261-820-874	US BANCORP 2020 TRU...	105,797.12	0.00
001-261-830-873	INTEREST-US BANCORP ...	7,335.24	0.00
001-281-525-231	GAS & OIL	631.41	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	84.48	0.00
001-281-620-370	INSURANCE	745.00	0.00
001-290-625-380	UTILITIES / CODE RED	166.00	0.00
001-301-525-231	GAS & OIL	1,824.43	0.00
001-301-535-233	UNIFORMS	345.01	0.00
001-301-555-250	SMALL EQUIP, TOOLS & ...	701.80	0.00
001-301-560-270	CONSTRUCTION MATER...	5,392.13	0.00
001-301-565-272	STREETS SIGNS & PAINT	581.52	0.00
001-301-604-330	COMMUNICATIONS	141.36	0.00
001-301-620-370	INSURANCE	5,411.70	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	13,275.26	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	41.09	0.00
001-301-640-398	ENTERPRISE FLEET LEASE	1,901.79	0.00
001-301-690-450	GPS EXPENSES	144.97	0.00
001-301-691-550	MISC/GATORAIDE, ETC	30.00	0.00
001-360-525-231	GAS & OIL	92.57	0.00
001-360-604-330	COMMUNICATIONS	37.22	0.00
001-360-620-370	INSURANCE	351.00	0.00
001-360-630-400	REPAIR & MAINTENANCE	6.00	0.00
001-550-600-296	MANAGEMENT FEE	30,000.00	0.00
001-550-600-297	REIMBURSEMENT	73,522.56	0.00
015-000-371-640	AIRPORT HANGAR RENT	280.00	0.00
015-505-525-231	GAS & OIL	1,408.93	0.00
015-505-525-233	JET A FUEL PURCHASES	42,300.48	0.00
015-505-541-237	OPERATING SUPPLIES	188.48	0.00
015-505-555-250	SMALL EQUIPMENT AND...	41.16	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC...	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER...	1,561.71	0.00
015-505-604-330	CELL PHONE/POSTAGE ...	48.93	0.00
015-505-610-350	TRAVEL/CONFERENCE	1,372.69	0.00
015-505-620-370	INSURANCE	4,286.00	0.00
015-505-690-450	GPS EXPENSES	33.32	0.00
022-322-525-231	GAS & OIL	6,427.73	0.00
022-322-535-233	UNIFORMS	699.77	0.00
022-322-555-250	SMALL EQUIP, TOOLS & ...	1,446.88	0.00
022-322-600-300	PROFESSIONAL SERVICES	30.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL...	2,481.79	0.00
022-322-600-379	LANDFILL FEES	30,207.36	30,207.36
022-322-600-431	CONTRACT RECYCLING ...	1,400.00	0.00
022-322-604-330	COPIER, PHONES, RADIOS	192.33	0.00
022-322-610-340	ADVERTISING	71.91	0.00
022-322-620-370	INSURANCE:PROPERTY,L...	5,400.00	0.00
022-322-630-252	VEHICLE R&M - COMME...	1,864.03	0.00
022-322-630-254	VEHICLE R&M - LANDSC...	6.00	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	6,702.17	0.00
022-322-630-406	EQUIPMENT R&M - LAN...	85.00	0.00
022-322-640-398	ENTERPRISE FLEET LEASE	830.71	0.00
022-322-691-450	GPS EXPENSES	432.07	0.00
022-322-820-874	PETERBILT FRONT END L...	40,946.44	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-830-873	INTEREST	2,064.52	0.00
200-800-840-876	BOND FEES	2,700.00	0.00
305-300-600-300	PROFESSIONAL SERVICES	18,033.44	0.00
305-300-900-903	2024 PAVEMENT PRESE...	1,275.00	0.00
305-300-900-905	2024 OLD MAYHEW RO...	569.50	0.00
312-551-600-002	KIMLEY HORNE - MCKEE...	1,819.43	0.00
312-551-600-067	MCKEE - PROFESSIONAL ...	3,225.00	0.00
312-551-600-102	NEEDMORE - PROFESSI...	125.00	0.00
312-551-901-275	MCKEE PARK PICKLEBALL...	12,349.48	0.00
312-551-901-278	PARKS SIGNAGE	9,950.00	0.00
312-551-901-279	MCKEE - MATERIALS TES...	6,273.75	0.00
375-551-600-297	MANAGEMENT FEES - C...	40,000.00	0.00
375-551-640-398	ENTERPRISE FLEET LEASE	781.90	0.00
375-551-907-943	CAPITAL PURCHASES	487.50	0.00
377-318-680-301	CONSTRUCTION ENGINE...	70,801.00	0.00
Grand Total:		1,005,900.42	75,214.53

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	909,587.26	75,214.53
305300900903	1,275.00	0.00
305300900905	569.50	0.00
312551600002	1,819.43	0.00
312551600067	3,225.00	0.00
312551901275	12,349.48	0.00
312551901279	6,273.75	0.00
377318680301	70,801.00	0.00
Grand Total:	1,005,900.42	75,214.53



Connor Carraway

ACCOUNTS PAYABLE
AGING INVOICE

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Beginning Date: 11/20/2024

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
116 AMAZON CAPITAL SERVICES	11/01/24	11/20/24	17JK-C7N6-TF73	SUPPLIES	13.83			
116 AMAZON CAPITAL SERVICES	11/05/24	11/20/24	11JG-LXGH-7K7F	SUPPLIES	16.99			
				Total for Vendor - 116:	30.82	0.00	0.00	0.00
107 AMERICAN PAPER & TWINE CO	10/11/24	11/20/24	5075186	SUPPLIES	424.46			
107 AMERICAN PAPER & TWINE CO	10/30/24	11/20/24	5092123	SUPPLIES	215.22			
				Total for Vendor - 107:	639.68	0.00	0.00	0.00
124 ATMOS ENERGY	11/04/24	11/20/24	3012612404-11/24	UTILITY BILL	383.64			
				Total for Vendor - 124:	383.64	0.00	0.00	0.00
198 BRISLIN, INC.	08/28/24	11/20/24	241211	MAINTENANCE	1,375.00			
				Total for Vendor - 198:	1,375.00	0.00	0.00	0.00
307 CITY OF STARKVILLE	11/07/24	11/20/24	NOV 2024-TAX	Tax Equivalency	113,750.00			
307 CITY OF STARKVILLE	11/07/24	11/20/24	OCT 2024-STL -E.	Reimburse Salary Inspector M.S.L.	5,190.84			
307 CITY OF STARKVILLE	11/08/24	11/20/24	OCT 2024 - ADMIN -	SALARY REIMBURSMENT FO	14,466.47			
307 CITY OF STARKVILLE	11/08/24	11/20/24	OCT 2024 EXP-E	Reimburse City - Bills paid by Cit	5,430.03			
				Total for Vendor - 307:	138,837.34	0.00	0.00	0.00
455 EXELL WATER & COFFEE, INC.	10/31/24	11/20/24	884581	WATER	16.34			
				Total for Vendor - 455:	16.34	0.00	0.00	0.00
604 FASTENAL COMPANY	10/31/24	11/20/24	MSSTA108544	SAFETY SUPPLIES	463.68			
				Total for Vendor - 604:	463.68	0.00	0.00	0.00
616 FUELMAN	11/04/24	11/20/24	NP67394255	FUEL	2,448.09			
616 FUELMAN	11/11/24	11/20/24	NP67424532	FUEL	1,127.14			
				Total for Vendor - 616:	3,575.23	0.00	0.00	0.00
691 GATEWAY TIRE&SERVICE CEN	11/05/24	11/20/24	1018-206257	MAINTENANCE	25.50			
691 GATEWAY TIRE&SERVICE CEN	11/06/24	11/20/24	1018-206342	MAINTENANCE	265.15			
				Total for Vendor - 691:	290.65	0.00	0.00	0.00
721 GOLDEN TRIANGLE SOLID WA	11/01/24	11/20/24	STMT 110124	ROW CLEARING	778.95			
				Total for Vendor - 721:	778.95	0.00	0.00	0.00
730 GRESKO UTILITY SUPPLY, INC.	11/08/24	11/20/24	50028144-01	MATERIALS	624.60			
730 GRESKO UTILITY SUPPLY, INC.	11/08/24	11/20/24	50028544-00	MATERIALS	1,140.00			
				Total for Vendor - 730:	1,764.60	0.00	0.00	0.00
400 IVY AUTO PARTS	10/31/24	11/20/24	742906	MAINTENANCE	15.99			

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ACCOUNTS PAYABLEAGING INVOICE

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Beginning Date: 11/20/2024

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
400 IVY AUTO PARTS	11/06/24	11/20/24	743281	SUPPLIES	64.44			
				Total for Vendor - 400:	80.43	0.00	0.00	0.00
1205 LOWE'S	10/02/24	11/20/24	983983-NUWQSR	EQUIPMENT	1,109.35			
1205 LOWE'S	10/09/24	11/20/24	971902-NVFIQV	MATERIALS	13.26			
1205 LOWE'S	10/15/24	11/20/24	987631-NWBBQA	TOOLS	88.23			
1205 LOWE'S	10/17/24	11/20/24	991587-NWKPPZ	SUPPLIES	4.83			
1205 LOWE'S	10/30/24	11/20/24	995434-NYEWEK	TOOLS	69.66			
1205 LOWE'S	11/04/24	11/20/24	976884-NYVJQG	MAINTENANCE	167.15			
				Total for Vendor - 1205:	1,452.48	0.00	0.00	0.00
1293 MATHISTON MOBILE TRUCK R	10/30/24	11/20/24	1769	MAINTENANCE	1,245.50			
1293 MATHISTON MOBILE TRUCK R	10/30/24	11/20/24	1770	MAINTENANCE	262.50			
1293 MATHISTON MOBILE TRUCK R	10/30/24	11/20/24	1771	MAINTENANCE	770.48			
1293 MATHISTON MOBILE TRUCK R	10/30/24	11/20/24	1772	MAINTENANCE	127.60			
1293 MATHISTON MOBILE TRUCK R	10/30/24	11/20/24	1773	MAINTENANCE	744.60			
1293 MATHISTON MOBILE TRUCK R	10/30/24	11/20/24	1774	MAINTENANCE	369.09			
				Total for Vendor - 1293:	3,519.77	0.00	0.00	0.00
1886 MERIDIAN COOPERATIVE INC	10/31/24	11/20/24	INV-MC-0018773	SOFTWARE SERVICES	6,000.00			
				Total for Vendor - 1886:	6,000.00	0.00	0.00	0.00
1400 NESCO	11/05/24	11/20/24	S2694544.001	SUPPLIES	34.43			
				Total for Vendor - 1400:	34.43	0.00	0.00	0.00
1403 NISC	10/31/24	11/20/24	608715	OCT 2024 PRINT SERVICES	13,098.39			
1403 NISC	10/31/24	11/20/24	609490	OCT 2024 MISC	3,899.16			
1403 NISC	10/31/24	11/20/24	610193	OCT 2024 RECURRING EXPEN	18,695.57			
				Total for Vendor - 1403:	35,693.12	0.00	0.00	0.00
1406 NORTHEAST EXTERMINATING	11/06/24	11/20/24	112129	PEST CONTROL	45.00			
				Total for Vendor - 1406:	45.00	0.00	0.00	0.00
1536 PALMER'S SERVICE CENTER LL	11/01/24	11/20/24	31443	MAINTENANCE	1,283.98			
				Total for Vendor - 1536:	1,283.98	0.00	0.00	0.00
1540 PERKINS EQUIP. & CHEMICAL	11/05/24	11/20/24	2958	MAINTENANCE	325.00			
				Total for Vendor - 1540:	325.00	0.00	0.00	0.00
801 QUADIENT FINANCE USA INC.	10/27/24	11/20/24	10/27/2027	POSTAGE	68.76			

ACCOUNTS PAYABLE
AGING INVOICE

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Beginning Date: 11/20/2024

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
				Total for Vendor - 801:	68.76	0.00	0.00	0.00
1887 S & S LINE SERVICE INC	11/01/24	11/20/24	2891	ROW CLEARING	1,608.40			
1887 S & S LINE SERVICE INC	11/01/24	11/20/24	2892	ROW CLEARING	5,947.20			
1887 S & S LINE SERVICE INC	11/01/24	11/20/24	2893	ROW CLEARING	5,947.20			
1887 S & S LINE SERVICE INC	11/08/24	11/20/24	2894	ROW CLEARING	1,608.40			
1887 S & S LINE SERVICE INC	11/08/24	11/20/24	2895	ROW CLEARING	5,947.20			
1887 S & S LINE SERVICE INC	11/08/24	11/20/24	2896	ROW CLEARING	5,947.20			
				Total for Vendor - 1887:	27,005.60	0.00	0.00	0.00
1932 STARKVILLE DAILY NEWS	11/05/24	11/20/24	300252283	ADVERTISING	70.68			
				Total for Vendor - 1932:	70.68	0.00	0.00	0.00
1823 SUNSTAR INSURANCE SERVICE	10/24/24	11/20/24	1400180	SURETY BOND	175.00			
				Total for Vendor - 1823:	175.00	0.00	0.00	0.00
2005 TK ELEVATOR CORPORATION	10/30/24	11/20/24	5002631169	MAINTENANCE	984.10			
				Total for Vendor - 2005:	984.10	0.00	0.00	0.00
2098 ULINE	10/23/24	11/20/24	184702570	SAFETY SUPPLIES	528.26			
2098 ULINE	11/01/24	11/20/24	185141712	EQUIPMENT	52.50			
				Total for Vendor - 2098:	580.76	0.00	0.00	0.00
2122 UPCHURCH SERVICES LLC	10/31/24	11/20/24	264709	MAINTENANCE	786.71			
				Total for Vendor - 2122:	786.71	0.00	0.00	0.00
2117 UTILITY MAINT SPECIALIST IN	11/06/24	11/20/24	5739	SUBSTATION QUARTERLY IN	5,500.00			
				Total for Vendor - 2117:	5,500.00	0.00	0.00	0.00
2209 VERIZON CONNECT FLEET USA	11/01/24	11/20/24	312000065361	Fire Hydrant	980.45			
				Total for Vendor - 2209:	980.45	0.00	0.00	0.00
2210 VERIZON WIRELESS	10/25/24	11/20/24	9977170009	ACCT# 242091190-0001	1,479.85			
2210 VERIZON WIRELESS	11/01/24	11/20/24	9977635407	ACCT# 442062821-00001	507.42			
				Total for Vendor - 2210:	1,987.27	0.00	0.00	0.00
2305 WASTE PRO	10/19/24	11/20/24	20241113134059	COMMERCIAL WASTE DISPOS	886.88			
				Total for Vendor - 2305:	886.88	0.00	0.00	0.00
1825 WELDING WORKS LLC	10/19/24	11/20/24	2300	CONTRACT LABOR	2,675.00			
				Total for Vendor - 1825:	2,675.00	0.00	0.00	0.00

ACCOUNTS PAYABLE
AGING INVOICE

11/13/2024 4:19:35 pm

Beginning Date: 11/20/2024

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
2120 YOUNG WELDING SUPPLY, INC	10/31/24	11/20/24	30042225	GAS	111.60			
				Total for Vendor - 2120:	111.60	0.00	0.00	0.00
				Grand Total:	\$ 238,402.95	\$ 0.00	\$ 0.00	\$ 0.00

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ACCOUNTS PAYABLEAGING INVOICE

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Beginning Date: 11/20/2024

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
116 AMAZON CAPITAL SERVICES	11/06/24	11/20/24	11QQ-CQYR-4QK1	EQUIPMENT	204.08			
				Total for Vendor - 116:	204.08	0.00	0.00	0.00
107 AMERICAN PAPER & TWINE CO	10/09/24	11/20/24	5072596	SUPPLIES	312.30			
				Total for Vendor - 107:	312.30	0.00	0.00	0.00
20076 APAC MISSISSIPPI, INC.	10/30/24	11/20/24	4000190074	ASPHALT	656.18			
				Total for Vendor - 20076:	656.18	0.00	0.00	0.00
196 AUTOZONE	10/18/24	11/20/24	00426131690	MAINTENANCE	32.34			
196 AUTOZONE	10/31/24	11/20/24	00426142814	MAINTENANCE	24.69			
196 AUTOZONE	11/01/24	11/20/24	00426143593	MAINTENANCE	99.99			
196 AUTOZONE	11/05/24	11/20/24	00426147179	MAINTENANCE	190.99			
196 AUTOZONE	11/06/24	11/20/24	00426148069	MAINTENANCE	10.44			
				Total for Vendor - 196:	358.45	0.00	0.00	0.00
20204 BILL YOUNG	10/30/24	11/20/24	526	MAINTENANCE	610.00			
				Total for Vendor - 20204:	610.00	0.00	0.00	0.00
20188 BOX CONSTRUCTION LLC	10/22/24	11/20/24	2024-10	CONTRACT LABOR	2,362.50			
20188 BOX CONSTRUCTION LLC	10/22/24	11/20/24	2024-11	CONTRACT LABOR	650.50			
20188 BOX CONSTRUCTION LLC	10/22/24	11/20/24	2024-12	CONTRACT LABOR	2,550.00			
20188 BOX CONSTRUCTION LLC	10/22/24	11/20/24	2024-13	CONTRACT LABOR	2,100.00			
20188 BOX CONSTRUCTION LLC	10/22/24	11/20/24	2024-9	CONTRACT LABOR	4,660.00			
20188 BOX CONSTRUCTION LLC	10/31/24	11/20/24	2024-14	CONTRACT LABOR	1,800.00			
				Total for Vendor - 20188:	14,123.00	0.00	0.00	0.00
20303 C SPIRE	10/31/24	11/20/24	0031571838 10-2024	CELL PHONE SERVICE	613.06			
				Total for Vendor - 20303:	613.06	0.00	0.00	0.00
20189 CADENCE BANK-2012 BONDS	11/07/24	11/20/24	12/01/2024	2.6M GO Bond Payment	16,904.52			
				Total for Vendor - 20189:	16,904.52	0.00	0.00	0.00
20220 CENTRAL PIPE SUPPLY	11/06/24	11/20/24	S100368700.001	MATERIALS	9,927.50			
				Total for Vendor - 20220:	9,927.50	0.00	0.00	0.00
307 CITY OF STARKVILLE	11/07/24	11/20/24	NOV 2024-SRL	State Revolving Loan Repay	25,345.01			
307 CITY OF STARKVILLE	11/07/24	11/20/24	OCT 2024 AUTO TEC	SALARY REIMBURSEMENT A	3,954.89			
307 CITY OF STARKVILLE	11/07/24	11/20/24	OCT 2024 PR SALAR	REIMBURSE SALARY PR - W	318.49			
307 CITY OF STARKVILLE	11/08/24	11/20/24	OCT 2024 EXP-W	REIMBURSE CITY	11,692.00			

ACCOUNTS PAYABLE
AGING INVOICE

11/13/2024 4:19:45 pm

Beginning Date: 11/20/2024

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
				Total for Vendor - 307:	41,310.39	0.00	0.00	0.00
20362 CONSOLIDATED PIPE & SUPPL	10/23/24	11/20/24	MS0315208	MATERIALS	2,040.00			
20362 CONSOLIDATED PIPE & SUPPL	10/30/24	11/20/24	MS0315354	MATERIALS	300.00			
20362 CONSOLIDATED PIPE & SUPPL	11/04/24	11/20/24	MS0315465	MATERIALS	1,350.00			
20362 CONSOLIDATED PIPE & SUPPL	11/11/24	11/20/24	MS0315586	MATERIALS	420.00			
20362 CONSOLIDATED PIPE & SUPPL	11/12/24	11/20/24	MS0315620	MATERIALS	2,975.00			
				Total for Vendor - 20362:	7,085.00	0.00	0.00	0.00
496 EAST MISS LUMBER	11/13/24	11/20/24	19214/1	MATERIALS	48.04			
				Total for Vendor - 496:	48.04	0.00	0.00	0.00
604 FASTENAL COMPANY	10/31/24	11/20/24	MSSTA108275	MATERIALS	75.48			
604 FASTENAL COMPANY	10/31/24	11/20/24	MSSTA108543	SAFETY SUPPLIES	463.68			
				Total for Vendor - 604:	539.16	0.00	0.00	0.00
600 FERGUSON ENTERPRISES LLC	10/25/24	11/20/24	6702736	MATERIALS	85.05			
600 FERGUSON ENTERPRISES LLC	10/29/24	11/20/24	0839088	TOOLS	96.00			
600 FERGUSON ENTERPRISES LLC	11/04/24	11/20/24	0818917	MATERIALS	5,380.00			
600 FERGUSON ENTERPRISES LLC	11/06/24	11/20/24	6702736-1	MATERIALS	42.16			
				Total for Vendor - 600:	5,603.21	0.00	0.00	0.00
732 G&L TANK SANDBLASTING AN	10/24/24	11/20/24	23005-004	CONTRACT LABOR	20,853.75			
				Total for Vendor - 732:	20,853.75	0.00	0.00	0.00
691 GATEWAY TIRE&SERVICE CEN	11/08/24	11/20/24	1018-206490	MAINTENANCE	25.50			
691 GATEWAY TIRE&SERVICE CEN	11/13/24	11/20/24	1018-206668	MAINTENANCE	435.60			
				Total for Vendor - 691:	461.10	0.00	0.00	0.00
20702 HACH	10/17/24	11/20/24	14227063	MATERIALS	3,096.55			
				Total for Vendor - 20702:	3,096.55	0.00	0.00	0.00
20765 HYDRA SERVICE, INC.	10/30/24	11/20/24	183234	PUMP FITTINGS	1,166.00			
20765 HYDRA SERVICE, INC.	11/11/24	11/20/24	183500	PUMP FITTINGS	316.00			
20765 HYDRA SERVICE, INC.	11/11/24	11/20/24	183502	PUMP FITTINGS	437.00			
20765 HYDRA SERVICE, INC.	11/11/24	11/20/24	183503	PUMP FITTINGS	506.00			
				Total for Vendor - 20765:	2,425.00	0.00	0.00	0.00
400 IVY AUTO PARTS	11/07/24	11/20/24	743366	MAINTENANCE	95.37			
				Total for Vendor - 400:	95.37	0.00	0.00	0.00

ACCOUNTS PAYABLE
AGING INVOICE

11/13/2024 4:19:45 pm

Beginning Date: 11/20/2024

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
9929820 JIM DOOLEY	11/06/24	11/20/24	10/25-11/1/24	EDUCATION TRAVEL	578.18			
				Total for Vendor - 9929820:	578.18	0.00	0.00	0.00
1205 LOWE'S	10/01/24	11/20/24	998781-NYNNMDN	TOOLS	167.08			
1205 LOWE'S	10/25/24	11/20/24	982324-NXOLTW	MAINTENANCE	22.76			
1205 LOWE'S	10/28/24	11/20/24	990441-NXVFBL	MAINTENANCE	30.24			
1205 LOWE'S	11/01/24	11/20/24	999046-NYNNMDX	TOOLS	51.82			
1205 LOWE'S	11/04/24	11/20/24	9765-NYVJPU	MATERIALS	26.58			
1205 LOWE'S	11/07/24	11/20/24	985008-NZJKPK	SUPPLIES	51.28			
				Total for Vendor - 1205:	349.76	0.00	0.00	0.00
1107 MAYFIELD, LEE MAXWELL	10/22/24	11/20/24	10/22/24	CDL THEORY TEST	95.00			
				Total for Vendor - 1107:	95.00	0.00	0.00	0.00
99009988 MITCHELL, MCNUTT & SAMS P	11/08/24	11/20/24	495012	LEGAL SERVICES	1,292.00			
				Total for Vendor - 99009988:	1,292.00	0.00	0.00	0.00
21302 MOCKBEE ELLIS, P.A.	10/25/24	11/20/24	24420	LEGAL FEES	14,488.75			
				Total for Vendor - 21302:	14,488.75	0.00	0.00	0.00
1341 MS DEVELOPMENT AUTHORIT	11/01/24	11/20/24	12/01/2024	CAP LOANS	27,070.29			
				Total for Vendor - 1341:	27,070.29	0.00	0.00	0.00
1400 NESCO	11/01/24	11/20/24	S2694126.001	MATERIALS	163.81			
				Total for Vendor - 1400:	163.81	0.00	0.00	0.00
21531 O'REILLY AUTO PARTS	10/31/24	11/20/24	0997-391767	MAINTENANCE	95.89			
21531 O'REILLY AUTO PARTS	11/07/24	11/20/24	0997-392875	MAINTENANCE	11.99			
21531 O'REILLY AUTO PARTS	11/13/24	11/20/24	0997-393803	MAINTENANCE	19.25			
				Total for Vendor - 21531:	127.13	0.00	0.00	0.00
1525 OKTIBBEHA CO. CO-OP	10/21/24	11/20/24	1052319	UNIFORMS	124.76			
1525 OKTIBBEHA CO. CO-OP	10/28/24	11/20/24	1054358	FILL DIRT	104.00			
1525 OKTIBBEHA CO. CO-OP	10/30/24	11/20/24	1054781	UNIFORMS	123.36			
1525 OKTIBBEHA CO. CO-OP	11/04/24	11/20/24	1056352	TOP SOIL	38.00			
1525 OKTIBBEHA CO. CO-OP	11/05/24	11/20/24	1056682	TOP SOIL	38.00			
1525 OKTIBBEHA CO. CO-OP	11/07/24	11/20/24	1057074	TOP SOIL	38.00			
1525 OKTIBBEHA CO. CO-OP	11/07/24	11/20/24	1057217	MATERIALS	38.00			
1525 OKTIBBEHA CO. CO-OP	11/08/24	11/20/24	1057573	MATERIALS	114.00			

ACCOUNTS PAYABLE
AGING INVOICE

11/13/2024 4:19:45 pm

Beginning Date: 11/20/2024

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1800 RACKLEY OIL, INC.	11/13/24	11/20/24	634726	Total for Vendor - 1525:	618.12	0.00	0.00	0.00
				MAINTENANCE	246.00			
21860 RJ YOUNG COMPANY	11/05/24	11/20/24	INV7206551	Total for Vendor - 1800:	246.00	0.00	0.00	0.00
				SUPPLIES	39.46			
21892 S&N AIROFLO INC	11/06/24	11/20/24	19240	Total for Vendor - 21860:	39.46	0.00	0.00	0.00
				AERATOR RENTAL	6,000.00			
1932 STARKVILLE DAILY NEWS	06/20/24	11/20/24	300249779	Total for Vendor - 21892:	6,000.00	0.00	0.00	0.00
				ADVERTISING	395.00			
2098 ULINE	11/01/24	11/20/24	185111994	Total for Vendor - 1932:	395.00	0.00	0.00	0.00
				SUPPLIES	187.81			
2104 UPS	10/26/24	11/20/24	000012031F434	Total for Vendor - 2098:	187.81	0.00	0.00	0.00
				POSTAGE	48.87			
				POSTAGE	9.34			
				POSTAGE	46.72			
2303 WATERMARK PRINTERS	10/29/24	11/20/24	16958	Total for Vendor - 2104:	104.93	0.00	0.00	0.00
				SUPPLIES	224.00			
22202 WAYPOINT ANALYTICAL	10/30/24	11/20/24	04-1086135	Total for Vendor - 2303:	224.00	0.00	0.00	0.00
				TESTING	312.00			
				TESTING	312.00			
				TESTING	312.00			
22307 WISSCO	11/08/24	11/20/24	24281	Total for Vendor - 22202:	936.00	0.00	0.00	0.00
				MAINTENANCE	948.18			
				Total for Vendor - 22307:	948.18	0.00	0.00	0.00
				Grand Total:	\$ 179,091.08	\$ 0.00	\$ 0.00	\$ 0.00



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE: 11/19/24

PAGE: 1 of 27

SUBJECT: Request acceptance of the October 2024 financial statements of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING

DEPARTMENT: City Clerk's Office

DIRECTOR'S

AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO,
Webb Corban, Director of Finance
or Connor Carraway Accounting Manager at Starkville Utilities

SUGGESTED MOTION:

Acceptance of the October 2024 financial statements of the City of Starkville, MS.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	10,208,900.00	10,208,900.00	90,954.05	90,954.05	-10,117,945.95	0.89 %
206 - LIEU OF TAXES	721,300.00	849,919.00	11,369.34	11,369.34	-838,549.66	1.34 %
220 - LICENSES AND PERMITS	300,500.00	415,500.00	43,105.85	43,105.85	-372,394.15	10.37 %
230 - INTERGOVERNMENTAL REVENUES	11,705,500.00	11,788,149.00	881,935.75	881,935.75	-10,906,213.25	7.48 %
250 - GRANTS	108,655.00	614,947.00	12,824.08	12,824.08	-602,122.92	2.09 %
330 - FINES AND FORFEITS	650,000.00	650,000.00	82,063.01	82,063.01	-567,936.99	12.63 %
340 - MISCELLANEOUS	748,695.00	876,550.00	70,015.44	70,015.44	-806,534.56	7.99 %
360 - CHARGES FOR SERVICES	38,400.00	38,400.00	13,230.28	13,230.28	-25,169.72	34.45 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,130,000.00	4,142,380.00	113,750.00	113,750.00	-4,028,630.00	2.75 %
631 - ODDFELLOWS	1,000.00	1,000.00	172.49	172.49	-827.51	17.25 %
Department: 000 - UNDESIGNATED Total:	28,612,950.00	29,585,745.00	1,319,420.29	1,319,420.29	-28,266,324.71	4.46 %
Revenue Total:	28,612,950.00	29,585,745.00	1,319,420.29	1,319,420.29	-28,266,324.71	4.46 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	221,266.00	217,701.00	15,979.96	15,979.96	201,721.04	7.34 %
600 - CONTRACTUAL SERVICES	14,250.00	14,600.00	157.36	157.36	14,442.64	1.08 %
Department: 100 - BOARD OF ALDERMEN Total:	235,516.00	232,301.00	16,137.32	16,137.32	216,163.68	6.95 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	422,082.00	403,352.00	33,524.49	33,524.49	369,827.51	8.31 %
500 - SUPPLIES	10,000.00	10,035.00	316.66	316.66	9,718.34	3.16 %
600 - CONTRACTUAL SERVICES	32,250.00	23,500.00	647.40	647.40	22,852.60	2.75 %
900 - CAPITAL OUTLAY	15,000.00	15,000.00	250.00	250.00	14,750.00	1.67 %
Department: 110 - MUNICIPAL COURT Total:	479,332.00	451,887.00	34,738.55	34,738.55	417,148.45	7.69 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	2,000.00	350.00	0.00	0.00	350.00	0.00 %
Department: 111 - YOUTH COURT Total:	2,000.00	350.00	0.00	0.00	350.00	0.00 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	183,180.00	182,180.00	13,872.56	13,872.56	168,307.44	7.61 %
500 - SUPPLIES	6,750.00	8,600.00	706.57	706.57	7,893.43	8.22 %
600 - CONTRACTUAL SERVICES	129,550.00	119,250.00	5,860.03	5,860.03	113,389.97	4.91 %
900 - CAPITAL OUTLAY	0.00	2,285.00	0.00	0.00	2,285.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	319,480.00	312,315.00	20,439.16	20,439.16	291,875.84	6.54 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	367,860.00	365,860.00	26,870.09	26,870.09	338,989.91	7.34 %
500 - SUPPLIES	750.00	850.00	-43.98	-43.98	893.98	-5.17 %
600 - CONTRACTUAL SERVICES	180,735.00	216,160.00	14,079.97	14,079.97	202,080.03	6.51 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	59,000.00	38,695.00	38,695.00	20,305.00	65.58 %
900 - CAPITAL OUTLAY	83,927.00	92,527.00	3,295.00	3,295.00	89,232.00	3.56 %
Department: 123 - IT Total:	633,272.00	734,397.00	82,896.08	82,896.08	651,500.92	11.29 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	2,500.00	1,050.00	0.00	0.00	1,050.00	0.00 %
Department: 130 - ELECTIONS Total:	3,000.00	1,550.00	0.00	0.00	1,550.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	456,625.00	449,125.00	33,171.28	33,171.28	415,953.72	7.39 %
500 - SUPPLIES	7,500.00	8,000.00	610.90	610.90	7,389.10	7.64 %
600 - CONTRACTUAL SERVICES	261,150.00	189,150.00	65,139.78	65,139.78	124,010.22	34.44 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE Total:	728,275.00	649,275.00	98,921.96	98,921.96	550,353.04	15.24 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	72,890.00	72,890.00	5,550.22	5,550.22	67,339.78	7.61 %
Department: 160 - ATTORNEY AND STAFF Total:	72,890.00	72,890.00	5,550.22	5,550.22	67,339.78	7.61 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	205,000.00	189,000.00	17,569.18	17,569.18	171,430.82	9.30 %
Department: 169 - LEGAL Total:	205,000.00	189,000.00	17,569.18	17,569.18	171,430.82	9.30 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	463,252.00	411,252.00	31,992.82	31,992.82	379,259.18	7.78 %
500 - SUPPLIES	3,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
600 - CONTRACTUAL SERVICES	48,750.00	49,250.00	3,568.83	3,568.83	45,681.17	7.25 %
900 - CAPITAL OUTLAY	0.00	4,500.00	0.00	0.00	4,500.00	0.00 %
Department: 180 - HUMAN RESOURCES Total:	515,002.00	469,002.00	35,561.65	35,561.65	433,440.35	7.58 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	192,842.00	191,842.00	13,781.86	13,781.86	178,060.14	7.18 %
500 - SUPPLIES	400.00	400.00	0.00	0.00	400.00	0.00 %
600 - CONTRACTUAL SERVICES	43,900.00	27,500.00	392.59	392.59	27,107.41	1.43 %
900 - CAPITAL OUTLAY	30,000.00	31,000.00	0.00	0.00	31,000.00	0.00 %
Department: 190 - CITY PLANNER Total:	267,142.00	250,742.00	14,174.45	14,174.45	236,567.55	5.65 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	175,795.00	113,795.00	11,098.53	11,098.53	102,696.47	9.75 %
Department: 191 - EXTERNAL SERVICE Total:	175,795.00	113,795.00	11,098.53	11,098.53	102,696.47	9.75 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,300.00	5,300.00	377.99	377.99	4,922.01	7.13 %
600 - CONTRACTUAL SERVICES	143,000.00	160,500.00	11,352.60	11,352.60	149,147.40	7.07 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	148,300.00	165,800.00	11,730.59	11,730.59	154,069.41	7.08 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	49,466.00	49,466.00	30,716.00	30,716.00	18,750.00	62.10 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	5,000.00	3,850.00	0.00	0.00	3,850.00	0.00 %
990 - TRANSFERS	763,000.00	831,722.00	235,250.00	235,250.00	596,472.00	28.28 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	817,466.00	885,038.00	265,966.00	265,966.00	619,072.00	30.05 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	23,500.00	21,000.00	1,919.99	1,919.99	19,080.01	9.14 %
631 - ODDFELLOWS	22,500.00	20,000.00	1,600.00	1,600.00	18,400.00	8.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	46,000.00	41,000.00	3,519.99	3,519.99	37,480.01	8.59 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	536,410.00	462,410.00	31,841.63	31,841.63	430,568.37	6.89 %
500 - SUPPLIES	10,700.00	10,700.00	4,497.88	4,497.88	6,202.12	42.04 %
600 - CONTRACTUAL SERVICES	39,850.00	30,850.00	228.77	228.77	30,621.23	0.74 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 197 - ENGINEERING Total:	591,960.00	508,960.00	36,568.28	36,568.28	472,391.72	7.18 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	6,050,292.00	5,708,292.00	430,364.01	430,364.01	5,277,927.99	7.54 %
500 - SUPPLIES	527,560.00	547,560.00	33,650.31	33,650.31	513,909.69	6.15 %
600 - CONTRACTUAL SERVICES	612,600.00	807,685.00	20,792.87	20,792.87	786,892.13	2.57 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	67,295.00	30,795.00	30,795.00	36,500.00	45.76 %
800 - DEBT SERVICE	162,500.00	0.00	0.00	0.00	0.00	0.00 %
900 - CAPITAL OUTLAY	298,700.00	494,849.00	780.00	780.00	494,069.00	0.16 %
Department: 201 - POLICE DEPARTMENT Total:	7,651,652.00	7,625,681.00	516,382.19	516,382.19	7,109,298.81	6.77 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	350,212.00	330,512.00	22,739.74	22,739.74	307,772.26	6.88 %
500 - SUPPLIES	1,000.00	2,200.00	0.00	0.00	2,200.00	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	2,500.00	4,200.00	702.03	702.03	3,497.97	16.72 %
Department: 245 - DISPATCHERS Total:	353,712.00	336,912.00	23,441.77	23,441.77	313,470.23	6.96 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	136,820.00	120,320.00	8,520.49	8,520.49	111,799.51	7.08 %
500 - SUPPLIES	4,500.00	4,500.00	281.15	281.15	4,218.85	6.25 %
600 - CONTRACTUAL SERVICES	7,000.00	17,415.00	0.00	0.00	17,415.00	0.00 %
Department: 246 - CODE ENFORCEMENT Total:	148,320.00	142,235.00	8,801.64	8,801.64	133,433.36	6.19 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	181,337.00	161,337.00	13,081.85	13,081.85	148,255.15	8.11 %
Department: 254 - DUI GRANT Total:	181,337.00	161,337.00	13,081.85	13,081.85	148,255.15	8.11 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,338,444.00	4,262,974.00	336,041.70	336,041.70	3,926,932.30	7.88 %
500 - SUPPLIES	119,000.00	117,320.00	7,640.81	7,640.81	109,679.19	6.51 %
600 - CONTRACTUAL SERVICES	279,500.00	335,470.00	13,034.12	13,034.12	322,435.88	3.89 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	40,000.00	213,279.00	154,999.68	154,999.68	58,279.32	72.67 %
800 - DEBT SERVICE	226,385.00	226,385.00	99,428.18	99,428.18	126,956.82	43.92 %
900 - CAPITAL OUTLAY	45,000.00	35,000.00	1,599.57	1,599.57	33,400.43	4.57 %
Department: 261 - FIRE DEPARTMENT Total:	5,048,329.00	5,190,428.00	612,744.06	612,744.06	4,577,683.94	11.81 %
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT						
400 - PERSONNEL SERVICES	288,355.00	267,355.00	21,097.36	21,097.36	246,257.64	7.89 %
500 - SUPPLIES	7,100.00	4,600.00	314.42	314.42	4,285.58	6.84 %
600 - CONTRACTUAL SERVICES	35,500.00	19,500.00	701.24	701.24	18,798.76	3.60 %
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT Total:	330,955.00	291,455.00	22,113.02	22,113.02	269,341.98	7.59 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	18,000.00	19,250.00	122.42	122.42	19,127.58	0.64 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	18,000.00	19,250.00	122.42	122.42	19,127.58	0.64 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	1,013,115.00	1,002,615.00	70,669.80	70,669.80	931,945.20	7.05 %
500 - SUPPLIES	281,000.00	263,400.00	21,704.66	21,704.66	241,695.34	8.24 %
600 - CONTRACTUAL SERVICES	620,400.00	575,400.00	36,724.95	36,724.95	538,675.05	6.38 %
800 - DEBT SERVICE	48,075.00	31,215.00	0.00	0.00	31,215.00	0.00 %
900 - CAPITAL OUTLAY	75,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 301 - STREET DEPARTMENT Total:	2,037,590.00	1,887,630.00	129,099.41	129,099.41	1,758,530.59	6.84 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	110,825.00	96,325.00	9,131.53	9,131.53	87,193.47	9.48 %
500 - SUPPLIES	6,500.00	6,500.00	343.21	343.21	6,156.79	5.28 %
600 - CONTRACTUAL SERVICES	6,500.00	6,500.00	306.56	306.56	6,193.44	4.72 %
Department: 360 - ANIMAL CONTROL Total:	123,825.00	109,325.00	9,781.30	9,781.30	99,543.70	8.95 %
Department: 550 - PARKS AND REC DEPARTMENT						
600 - CONTRACTUAL SERVICES	1,505,000.00	1,730,000.00	57,755.54	57,755.54	1,672,244.46	3.34 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,505,000.00	1,730,000.00	57,755.54	57,755.54	1,672,244.46	3.34 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	7,500.00	500.00	0.00	0.00	500.00	0.00 %
900 - CAPITAL OUTLAY	100,000.00	100,000.00	100,000.00	100,000.00	0.00	100.00 %
Department: 600 - CAPITAL PROJECTS Total:	107,500.00	100,500.00	100,000.00	100,000.00	500.00	99.50 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	15,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
Department: 800 - DEBT SERVICE Total:	15,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	2,785,000.00	2,785,000.00	0.00	0.00	2,785,000.00	0.00 %
990 - TRANSFERS	3,066,300.00	4,113,690.00	3,066,300.00	3,066,300.00	1,047,390.00	74.54 %
Department: 900 - INTERFUND TRANSACTIONS Total:	5,851,300.00	6,898,690.00	3,066,300.00	3,066,300.00	3,832,390.00	44.45 %
Expense Total:	28,612,950.00	29,585,745.00	5,214,495.16	5,214,495.16	24,371,249.84	17.63 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-3,895,074.87	-3,895,074.87	-3,895,074.87	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	12,000.00	14,700.00	1,424.50	1,424.50	-13,275.50	9.69 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	13,500.00	19,700.00	1,424.50	1,424.50	-18,275.50	7.23 %
Revenue Total:	13,500.00	19,700.00	1,424.50	1,424.50	-18,275.50	7.23 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	9,000.00	11,700.00	0.00	0.00	11,700.00	0.00 %
900 - CAPITAL OUTLAY	4,500.00	8,000.00	0.00	0.00	8,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	13,500.00	19,700.00	0.00	0.00	19,700.00	0.00 %
Expense Total:	13,500.00	19,700.00	0.00	0.00	19,700.00	0.00 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	1,424.50	1,424.50	1,424.50	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	167,000.00	167,000.00	0.00	0.00	-167,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	167,000.00	167,000.00	0.00	0.00	-167,000.00	0.00 %
Revenue Total:	167,000.00	167,000.00	0.00	0.00	-167,000.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
600 - CONTRACTUAL SERVICES	750.00	750.00	0.00	0.00	750.00	0.00 %
800 - DEBT SERVICE	163,816.00	163,816.00	0.00	0.00	163,816.00	0.00 %
900 - CAPITAL OUTLAY	434.00	434.00	0.00	0.00	434.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	167,000.00	167,000.00	0.00	0.00	167,000.00	0.00 %
Expense Total:	167,000.00	167,000.00	0.00	0.00	167,000.00	0.00 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	285,714.29	482,060.29	0.00	0.00	-482,060.29	0.00 %
340 - MISCELLANEOUS	23,000.00	23,000.00	2,428.00	2,428.00	-20,572.00	10.56 %
360 - CHARGES FOR SERVICES	792,425.00	958,425.00	137,108.30	137,108.30	-821,316.70	14.31 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	550,000.00	401,416.00	0.00	0.00	-401,416.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,651,139.29	1,864,901.29	139,536.30	139,536.30	-1,725,364.99	7.48 %
Revenue Total:	1,651,139.29	1,864,901.29	139,536.30	139,536.30	-1,725,364.99	7.48 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	312,499.55	312,499.55	24,425.79	24,425.79	288,073.76	7.82 %
500 - SUPPLIES	642,500.00	797,500.00	96,442.26	96,442.26	701,057.74	12.09 %
600 - CONTRACTUAL SERVICES	121,350.00	132,350.00	5,860.29	5,860.29	126,489.71	4.43 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	65,027.00	0.00	0.00	65,027.00	0.00 %
900 - CAPITAL OUTLAY	574,789.74	557,524.74	3,572.50	3,572.50	553,952.24	0.64 %
Department: 505 - AIRPORT Total:	1,651,139.29	1,864,901.29	130,300.84	130,300.84	1,734,600.45	6.99 %
Expense Total:	1,651,139.29	1,864,901.29	130,300.84	130,300.84	1,734,600.45	6.99 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	9,235.46	9,235.46	9,235.46	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	458,425.81	1,169,977.81	30,510.00	30,510.00	-1,139,467.81	2.61 %
Department: 000 - UNDESIGNATED Total:	458,425.81	1,169,977.81	30,510.00	30,510.00	-1,139,467.81	2.61 %
Revenue Total:	458,425.81	1,169,977.81	30,510.00	30,510.00	-1,139,467.81	2.61 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	174,277.00	366,462.00	0.00	0.00	366,462.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	284,148.81	803,515.81	0.00	0.00	803,515.81	0.00 %
Department: 515 - RESTRICTED PROJECTS Total:	458,425.81	1,169,977.81	0.00	0.00	1,169,977.81	0.00 %
Expense Total:	458,425.81	1,169,977.81	0.00	0.00	1,169,977.81	0.00 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	30,510.00	30,510.00	30,510.00	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
250 - GRANTS	0.00	9,710.00	9,711.31	9,711.31	1.31	100.01 %
340 - MISCELLANEOUS	3,525,000.00	3,525,000.00	274,584.49	274,584.49	-3,250,415.51	7.79 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,550,000.00	3,559,710.00	284,295.80	284,295.80	-3,275,414.20	7.99 %
Revenue Total:	3,550,000.00	3,559,710.00	284,295.80	284,295.80	-3,275,414.20	7.99 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,961,486.00	1,961,486.00	156,601.13	156,601.13	1,804,884.87	7.98 %
500 - SUPPLIES	308,500.00	341,060.00	19,697.44	19,697.44	321,362.56	5.78 %
600 - CONTRACTUAL SERVICES	846,000.00	806,580.00	62,117.52	62,117.52	744,462.48	7.70 %
800 - DEBT SERVICE	392,146.00	409,856.00	0.00	0.00	409,856.00	0.00 %
900 - CAPITAL OUTLAY	41,868.00	40,728.00	0.00	0.00	40,728.00	0.00 %
Department: 322 - SANITATION DEPARTMENT Total:	3,550,000.00	3,559,710.00	238,416.09	238,416.09	3,321,293.91	6.70 %
Expense Total:	3,550,000.00	3,559,710.00	238,416.09	238,416.09	3,321,293.91	6.70 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	45,879.71	45,879.71	45,879.71	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,180,000.00	1,180,000.00	20,865.65	20,865.65	-1,159,134.35	1.77 %
Department: 000 - UNDESIGNATED Total:	1,180,000.00	1,180,000.00	20,865.65	20,865.65	-1,159,134.35	1.77 %
Revenue Total:	1,180,000.00	1,180,000.00	20,865.65	20,865.65	-1,159,134.35	1.77 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	265,000.00	265,000.00	0.00	0.00	265,000.00	0.00 %
900 - CAPITAL OUTLAY	915,000.00	915,000.00	0.00	0.00	915,000.00	0.00 %
Department: 323 - LANDFILL Total:	1,180,000.00	1,180,000.00	0.00	0.00	1,180,000.00	0.00 %
Expense Total:	1,180,000.00	1,180,000.00	0.00	0.00	1,180,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	20,865.65	20,865.65	20,865.65	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 120 - MODERNIZATION USE TAX						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	2,075,000.00	2,075,000.00	0.00	0.00	-2,075,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	500,000.00	536,000.00	0.00	0.00	-536,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,575,000.00	2,611,000.00	0.00	0.00	-2,611,000.00	0.00 %
Revenue Total:	2,575,000.00	2,611,000.00	0.00	0.00	-2,611,000.00	0.00 %
Expense						
Department: 300 - STREET DEPARTMENT						
900 - CAPITAL OUTLAY	1,852,800.00	1,888,800.00	0.00	0.00	1,888,800.00	0.00 %
Department: 300 - STREET DEPARTMENT Total:	1,852,800.00	1,888,800.00	0.00	0.00	1,888,800.00	0.00 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	722,200.00	722,200.00	0.00	0.00	722,200.00	0.00 %
Department: 800 - DEBT SERVICE Total:	722,200.00	722,200.00	0.00	0.00	722,200.00	0.00 %
Expense Total:	2,575,000.00	2,611,000.00	0.00	0.00	2,611,000.00	0.00 %
Fund: 120 - MODERNIZATION USE TAX Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 200 - DEBT SERVICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	116,857.00	121,857.00	0.00	0.00	-121,857.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,706,300.00	2,706,300.00	2,706,300.00	2,706,300.00	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	2,823,157.00	2,828,157.00	2,706,300.00	2,706,300.00	-121,857.00	95.69 %
Revenue Total:	2,823,157.00	2,828,157.00	2,706,300.00	2,706,300.00	-121,857.00	95.69 %
Expense						
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,823,157.00	2,628,157.00	256,987.71	256,987.71	2,371,169.29	9.78 %
Department: 800 - DEBT SERVICE Total:	2,823,157.00	2,628,157.00	256,987.71	256,987.71	2,371,169.29	9.78 %
Department: 900 - INTERFUND TRANSACTIONS						
990 - TRANSFERS	0.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	0.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Expense Total:	2,823,157.00	2,828,157.00	256,987.71	256,987.71	2,571,169.29	9.09 %
Fund: 200 - DEBT SERVICE FUND Surplus (Deficit):	0.00	0.00	2,449,312.29	2,449,312.29	2,449,312.29	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 300 - CAPITAL PROJECTS FUND						
Revenue						
Department: 000 - UNDESIGNATED						
250 - GRANTS	0.00	154,525.00	0.00	0.00	-154,525.00	0.00 %
340 - MISCELLANEOUS	0.00	2,750.00	0.00	0.00	-2,750.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	5,997,500.00	6,814,305.00	360,000.00	360,000.00	-6,454,305.00	5.28 %
Department: 000 - UNDESIGNATED Total:	5,997,500.00	6,971,580.00	360,000.00	360,000.00	-6,611,580.00	5.16 %
Revenue Total:	5,997,500.00	6,971,580.00	360,000.00	360,000.00	-6,611,580.00	5.16 %
Expense						
Department: 000 - UNDESIGNATED						
600 - CONTRACTUAL SERVICES	0.00	84,500.00	0.00	0.00	84,500.00	0.00 %
900 - CAPITAL OUTLAY	5,964,166.67	6,752,166.67	51,829.15	51,829.15	6,700,337.52	0.77 %
990 - TRANSFERS	33,333.33	134,913.33	33,333.33	33,333.33	101,580.00	24.71 %
Department: 000 - UNDESIGNATED Total:	5,997,500.00	6,971,580.00	85,162.48	85,162.48	6,886,417.52	1.22 %
Expense Total:	5,997,500.00	6,971,580.00	85,162.48	85,162.48	6,886,417.52	1.22 %
Fund: 300 - CAPITAL PROJECTS FUND Surplus (Deficit):	0.00	0.00	274,837.52	274,837.52	274,837.52	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 301 - CITY OWNED BUILDING FUND						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	510,500.00	0.00	0.00	-510,500.00	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	510,500.00	0.00	0.00	-510,500.00	0.00 %
Revenue Total:	0.00	510,500.00	0.00	0.00	-510,500.00	0.00 %
Expense						
Department: 000 - UNDESIGNATED						
900 - CAPITAL OUTLAY	0.00	510,500.00	0.00	0.00	510,500.00	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	510,500.00	0.00	0.00	510,500.00	0.00 %
Expense Total:	0.00	510,500.00	0.00	0.00	510,500.00	0.00 %
Fund: 301 - CITY OWNED BUILDING FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	200,000.00	212,000.00	0.00	0.00	-212,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	200,000.00	212,000.00	0.00	0.00	-212,000.00	0.00 %
Revenue Total:	200,000.00	212,000.00	0.00	0.00	-212,000.00	0.00 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	200,000.00	212,000.00	15,947.43	15,947.43	196,052.57	7.52 %
Department: 600 - CAPITAL PROJECTS Total:	200,000.00	212,000.00	15,947.43	15,947.43	196,052.57	7.52 %
Expense Total:	200,000.00	212,000.00	15,947.43	15,947.43	196,052.57	7.52 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-15,947.43	-15,947.43	-15,947.43	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	2,000.00	1,542.49	1,542.49	-457.51	77.12 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,250,000.00	7,452,075.00	0.00	0.00	-7,452,075.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,250,000.00	7,454,075.00	1,542.49	1,542.49	-7,452,532.51	0.02 %
Revenue Total:	1,250,000.00	7,454,075.00	1,542.49	1,542.49	-7,452,532.51	0.02 %
Expense						
Department: 300 - STREET DEPARTMENT						
600 - CONTRACTUAL SERVICES	0.00	306,400.00	0.00	0.00	306,400.00	0.00 %
900 - CAPITAL OUTLAY	0.00	5,441,575.00	0.00	0.00	5,441,575.00	0.00 %
Department: 300 - STREET DEPARTMENT Total:	0.00	5,747,975.00	0.00	0.00	5,747,975.00	0.00 %
Department: 600 - CAPITAL PROJECTS						
900 - CAPITAL OUTLAY	1,250,000.00	1,706,100.00	8,890.00	8,890.00	1,697,210.00	0.52 %
Department: 600 - CAPITAL PROJECTS Total:	1,250,000.00	1,706,100.00	8,890.00	8,890.00	1,697,210.00	0.52 %
Expense Total:	1,250,000.00	7,454,075.00	8,890.00	8,890.00	7,445,185.00	0.12 %
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Surplus (Defic..	0.00	0.00	-7,347.51	-7,347.51	-7,347.51	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	100,000.00	72,000.00	0.00	0.00	-72,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	100,000.00	72,000.00	0.00	0.00	-72,000.00	0.00 %
Revenue Total:	100,000.00	72,000.00	0.00	0.00	-72,000.00	0.00 %
Expense						
Department: 351 - JL KING PARK						
900 - CAPITAL OUTLAY	100,000.00	72,000.00	0.00	0.00	72,000.00	0.00 %
Department: 351 - JL KING PARK Total:	100,000.00	72,000.00	0.00	0.00	72,000.00	0.00 %
Expense Total:	100,000.00	72,000.00	0.00	0.00	72,000.00	0.00 %
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND Surplus (D...	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 309 - AMERICAN RELIEF FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	6,666,910.84	6,666,910.84	0.00	0.00	-6,666,910.84	0.00 %
340 - MISCELLANEOUS	205,000.00	205,000.00	18,453.78	18,453.78	-186,546.22	9.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	5,000,000.00	6,475,000.00	0.00	0.00	-6,475,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	11,871,910.84	13,346,910.84	18,453.78	18,453.78	-13,328,457.06	0.14 %
Revenue Total:	11,871,910.84	13,346,910.84	18,453.78	18,453.78	-13,328,457.06	0.14 %
Expense						
Department: 316 - AMERICAN RECOVERY REINVESTMENT						
600 - CONTRACTUAL SERVICES	10,871,910.84	10,871,910.84	0.00	0.00	10,871,910.84	0.00 %
900 - CAPITAL OUTLAY	1,000,000.00	2,475,000.00	0.00	0.00	2,475,000.00	0.00 %
Department: 316 - AMERICAN RECOVERY REINVESTMENT Total:	11,871,910.84	13,346,910.84	0.00	0.00	13,346,910.84	0.00 %
Expense Total:	11,871,910.84	13,346,910.84	0.00	0.00	13,346,910.84	0.00 %
Fund: 309 - AMERICAN RELIEF FUND Surplus (Deficit):	0.00	0.00	18,453.78	18,453.78	18,453.78	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
340 - MISCELLANEOUS	5,000.00	5,000.00	1,249.60	1,249.60	-3,750.40	24.99 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,875,000.00	3,375,000.00	0.00	0.00	-3,375,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,280,000.00	3,780,000.00	1,249.60	1,249.60	-3,778,750.40	0.03 %
Revenue Total:	3,280,000.00	3,780,000.00	1,249.60	1,249.60	-3,778,750.40	0.03 %
Expense						
Department: 656 - MAIN STREET CORRIDOR						
600 - CONTRACTUAL SERVICES	377,000.00	377,000.00	5,000.00	5,000.00	372,000.00	1.33 %
900 - CAPITAL OUTLAY	2,903,000.00	3,403,000.00	0.00	0.00	3,403,000.00	0.00 %
Department: 656 - MAIN STREET CORRIDOR Total:	3,280,000.00	3,780,000.00	5,000.00	5,000.00	3,775,000.00	0.13 %
Expense Total:	3,280,000.00	3,780,000.00	5,000.00	5,000.00	3,775,000.00	0.13 %
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT Sur...	0.00	0.00	-3,750.40	-3,750.40	-3,750.40	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	104,000.00	0.00	0.00	-104,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	13,500,000.00	13,545,000.00	0.00	0.00	-13,545,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	13,500,000.00	13,649,000.00	0.00	0.00	-13,649,000.00	0.00 %
Revenue Total:	13,500,000.00	13,649,000.00	0.00	0.00	-13,649,000.00	0.00 %
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	343,820.00	620,820.00	110,830.00	110,830.00	509,990.00	17.85 %
900 - CAPITAL OUTLAY	13,156,180.00	13,028,180.00	55,677.37	55,677.37	12,972,502.63	0.43 %
Department: 551 - PARK & REC TOURISM Total:	13,500,000.00	13,649,000.00	166,507.37	166,507.37	13,482,492.63	1.22 %
Expense Total:	13,500,000.00	13,649,000.00	166,507.37	166,507.37	13,482,492.63	1.22 %
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023) Surplus (Deficit):	0.00	0.00	-166,507.37	-166,507.37	-166,507.37	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 313 - SPRING/HWY 12 LINKAGE TAP						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	466,666.66	535,824.10	0.00	0.00	-535,824.10	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	33,333.34	84,913.34	33,333.33	33,333.33	-51,580.01	39.26 %
Department: 000 - UNDESIGNATED Total:	500,000.00	620,737.44	33,333.33	33,333.33	-587,404.11	5.37 %
Revenue Total:	500,000.00	620,737.44	33,333.33	33,333.33	-587,404.11	5.37 %
Expense						
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	500,000.00	620,737.44	0.00	0.00	620,737.44	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	500,000.00	620,737.44	0.00	0.00	620,737.44	0.00 %
Expense Total:	500,000.00	620,737.44	0.00	0.00	620,737.44	0.00 %
Fund: 313 - SPRING/HWY 12 LINKAGE TAP Surplus (Deficit):	0.00	0.00	33,333.33	33,333.33	33,333.33	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	245.00	152.17	152.17	-92.83	62.11 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	200,000.00	152,564.00	0.00	0.00	-152,564.00	0.00 %
Department: 000 - UNDESIGNATED Total:	200,000.00	152,809.00	152.17	152.17	-152,656.83	0.10 %
Revenue Total:	200,000.00	152,809.00	152.17	152.17	-152,656.83	0.10 %
Expense						
Department: 600 - CAPITAL PROJECTS						
900 - CAPITAL OUTLAY	200,000.00	152,809.00	152,807.84	152,807.84	1.16	100.00 %
Department: 600 - CAPITAL PROJECTS Total:	200,000.00	152,809.00	152,807.84	152,807.84	1.16	100.00 %
Expense Total:	200,000.00	152,809.00	152,807.84	152,807.84	1.16	100.00 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-152,655.67	-152,655.67	-152,655.67	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	2,850,000.00	2,850,000.00	266,286.21	266,286.21	-2,583,713.79	9.34 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,100,000.00	2,165,000.00	0.00	0.00	-2,165,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	4,950,000.00	5,015,000.00	266,286.21	266,286.21	-4,748,713.79	5.31 %
Revenue Total:	4,950,000.00	5,015,000.00	266,286.21	266,286.21	-4,748,713.79	5.31 %
Expense						
Department: 551 - PARK & REC TOURISM						
375 - PARKS BOND 2020	465,940.00	465,940.00	2,995.00	2,995.00	462,945.00	0.64 %
600 - CONTRACTUAL SERVICES	620,000.00	620,000.00	35,000.00	35,000.00	585,000.00	5.65 %
800 - DEBT SERVICE	1,364,060.00	1,525,410.00	0.00	0.00	1,525,410.00	0.00 %
900 - CAPITAL OUTLAY	2,500,000.00	2,403,650.00	28,968.80	28,968.80	2,374,681.20	1.21 %
Department: 551 - PARK & REC TOURISM Total:	4,950,000.00	5,015,000.00	66,963.80	66,963.80	4,948,036.20	1.34 %
Expense Total:	4,950,000.00	5,015,000.00	66,963.80	66,963.80	4,948,036.20	1.34 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	199,322.41	199,322.41	199,322.41	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	6,450,000.00	6,450,000.00	0.00	0.00	-6,450,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	200,000.00	375,000.00	100,000.00	100,000.00	-275,000.00	26.67 %
Department: 000 - UNDESIGNATED Total:	6,650,000.00	6,825,000.00	100,000.00	100,000.00	-6,725,000.00	1.47 %
Revenue Total:	6,650,000.00	6,825,000.00	100,000.00	100,000.00	-6,725,000.00	1.47 %
Expense						
Department: 318 - MS182/MLK						
600 - CONTRACTUAL SERVICES	650,000.00	650,000.00	0.00	0.00	650,000.00	0.00 %
900 - CAPITAL OUTLAY	6,000,000.00	6,175,000.00	576,564.21	576,564.21	5,598,435.79	9.34 %
Department: 318 - MS182/MLK Total:	6,650,000.00	6,825,000.00	576,564.21	576,564.21	6,248,435.79	8.45 %
Expense Total:	6,650,000.00	6,825,000.00	576,564.21	576,564.21	6,248,435.79	8.45 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	0.00	0.00	-476,564.21	-476,564.21	-476,564.21	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 380 - PARK BONDS 2020						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	400,000.00	774,390.00	28,968.80	28,968.80	-745,421.20	3.74 %
Department: 000 - UNDESIGNATED Total:	400,000.00	774,390.00	28,968.80	28,968.80	-745,421.20	3.74 %
Revenue Total:	400,000.00	774,390.00	28,968.80	28,968.80	-745,421.20	3.74 %
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	0.00	36,025.00	10,000.00	10,000.00	26,025.00	27.76 %
900 - CAPITAL OUTLAY	400,000.00	738,365.00	14,642.51	14,642.51	723,722.49	1.98 %
Department: 551 - PARK & REC TOURISM Total:	400,000.00	774,390.00	24,642.51	24,642.51	749,747.49	3.18 %
Expense Total:	400,000.00	774,390.00	24,642.51	24,642.51	749,747.49	3.18 %
Fund: 380 - PARK BONDS 2020 Surplus (Deficit):	0.00	0.00	4,326.29	4,326.29	4,326.29	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	3,000.00	3,000.00	1,341.47	1,341.47	-1,658.53	44.72 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,250,000.00	1,290,000.00	0.00	0.00	-1,290,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,253,000.00	1,293,000.00	1,341.47	1,341.47	-1,291,658.53	0.10 %
Revenue Total:	1,253,000.00	1,293,000.00	1,341.47	1,341.47	-1,291,658.53	0.10 %
Expense						
Department: 300 - STREET DEPARTMENT						
600 - CONTRACTUAL SERVICES	1,253,000.00	791,000.00	25,657.00	25,657.00	765,343.00	3.24 %
990 - TRANSFERS	0.00	502,000.00	0.00	0.00	502,000.00	0.00 %
Department: 300 - STREET DEPARTMENT Total:	1,253,000.00	1,293,000.00	25,657.00	25,657.00	1,267,343.00	1.98 %
Expense Total:	1,253,000.00	1,293,000.00	25,657.00	25,657.00	1,267,343.00	1.98 %
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION Surplus (Deficit):	0.00	0.00	-24,315.53	-24,315.53	-24,315.53	0.00 %
Report Surplus (Deficit):	0.00	0.00	-1,654,662.05	-1,654,662.05	-1,654,662.05	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-3,895,074.87	-3,895,074.87	-3,895,074.87
002 - RESTRICTED POLICE FUND	0.00	0.00	1,424.50	1,424.50	1,424.50
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	9,235.46	9,235.46	9,235.46
016 - RESTRICTED AIRPORT	0.00	0.00	30,510.00	30,510.00	30,510.00
022 - ENVIRONMENTAL SERVICES	0.00	0.00	45,879.71	45,879.71	45,879.71
023 - LANDFILL ACCOUNT	0.00	0.00	20,865.65	20,865.65	20,865.65
120 - MODERNIZATION USE TAX	0.00	0.00	0.00	0.00	0.00
200 - DEBT SERVICE FUND	0.00	0.00	2,449,312.29	2,449,312.29	2,449,312.29
300 - CAPITAL PROJECTS FUND	0.00	0.00	274,837.52	274,837.52	274,837.52
301 - CITY OWNED BUILDING FUN	0.00	0.00	0.00	0.00	0.00
303 - INDUSTRIAL PARK BOND	0.00	0.00	-15,947.43	-15,947.43	-15,947.43
305 - 2022 G.O. PUBLIC IMPROVEI	0.00	0.00	-7,347.51	-7,347.51	-7,347.51
306 - 2022 LOCAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00
309 - AMERICAN RELIEF FUND	0.00	0.00	18,453.78	18,453.78	18,453.78
311 - MAIN STREET CORRIDOR IMI	0.00	0.00	-3,750.40	-3,750.40	-3,750.40
312 - PARKS CAPITAL PROJECT FUI	0.00	0.00	-166,507.37	-166,507.37	-166,507.37
313 - SPRING/HWY 12 LINKAGE TA	0.00	0.00	33,333.33	33,333.33	33,333.33
319 - PUBLIC IMPROVEMENT BON	0.00	0.00	-152,655.67	-152,655.67	-152,655.67
375 - PARK AND REC TOURISM	0.00	0.00	199,322.41	199,322.41	199,322.41
377 - BUILD GRANT MS 182 / MLK	0.00	0.00	-476,564.21	-476,564.21	-476,564.21
380 - PARK BONDS 2020	0.00	0.00	4,326.29	4,326.29	4,326.29
700 - STARK/HOSPITAL ROAD EXP/	0.00	0.00	-24,315.53	-24,315.53	-24,315.53
Report Surplus (Deficit):	0.00	0.00	-1,654,662.05	-1,654,662.05	-1,654,662.05



Starkville Utilities – Electric Division
Budget Year 2024 (10/2024-9/2025) Report
For the Period Ending October 31, 2024

****PRELIMINARY**

<u>Revenues</u>								
Electric Sales	\$	43,908,774	\$	5,233,298	\$	5,233,298	(38,675,476)	11.92%
Other Revenue		2,366,917		83,590	\$	83,590	(2,283,327)	3.53%
Total Revenue	\$	46,275,691	\$	5,316,888	\$	5,316,888	(40,958,803)	11.49%
<u>Expenses</u>								
Purchased Power Expense	\$	34,303,066	\$	2,782,519	\$	2,782,519	31,520,547	8.11%
Payroll Expenses		3,428,249		227,178	\$	227,178	3,201,071	6.63%
Operating Expenses		1,594,000		148,709	\$	148,709	1,445,291	9.33%
Maintenance Expense		1,650,000		177,286	\$	177,286	1,472,714	10.74%
Capital Expense		3,299,100		165,099	\$	165,099	3,134,001	5.00%
Debt Expense		636,276		-	\$	-	636,276	0.00%
Tax Equivalency		1,365,000		113,750	\$	113,750	1,251,250	8.33%
Total Expenses	\$	46,275,691	\$	3,614,541	\$	3,614,541	42,661,150	7.81%
<u>Total Revenue Over Expenses</u>								
	\$	-	\$	1,702,347	\$	1,702,347	\$	1,702,347

****Note:** Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.



Starkville Utilities – Water & Sewer Division
Budget Year 2024 (10/2024-9/2025) Report
For the Period Ending October 31, 2024

****PRELIMINARY**

	Total		Budget		Variance	
	2025	Period	Year-to-Date	Favorable	Percent	Used
<u>Revenues</u>						
Water & Sewer Sales Revenues	\$ 12,098,529	\$ 373,839	\$ 373,839	(11,724,690)	3.09%	
Other Revenues	2,660,000	36,572	\$ 36,572	(2,623,428)	1.37%	
Total Revenues	\$ 14,758,529	\$ 410,411	\$ 410,411	(14,348,118)	2.78%	
<u>Expenses</u>						
Payroll Expense	\$ 2,760,645	\$ 196,449	\$ 196,449	2,564,196	7.12%	
Operating Expense	2,283,446	144,091	\$ 144,091	2,139,355	6.31%	
Maintenance Expense	3,450,000	96,099	\$ 96,099	3,353,901	2.79%	
Capital Expense	4,760,000	-	\$ -	4,760,000	0.00%	
Debt Expense	1,504,438	208,520	\$ 208,520	1,295,918	13.86%	
Total Expenses	\$ 14,758,529	\$ 645,159	\$ 645,159	14,113,370	4.37%	
Total Revenues Over Expenses	\$ -	\$ (234,748)	\$ (234,748)	\$ (234,748)		

****Note:** Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: November 19, 2024

Page: 1

SUBJECT:

Request approval to hire Michael Cummins as a Non-Certified Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Michael Cummins - non-exempt salary for a Non-Certified Police Officer, @ \$47,358.18 (\$21.18 per hour) based on 2236 hours per year.

LINE ITEM

Budgeted from line item # 001-201-420-103

AUTHORIZATION HISTORY:

This is a new position budgeted due to annexation.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Michael Cummins as a Non-Certified Police Officer in the Starkville Police Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 19, 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 19, 2024
Page: 1

SUBJECT:

Request authorization to hire Gabriel Jordan as a Water Technician I the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Gabriel Jordan - Non-Exempt Salary of \$34,840.00 (\$16.75/hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2024/25 budget.
Position is paid 100% from Water Division, Acct. 601.40.

AUTHORIZATION HISTORY:

This is a replacement position previously held by Ian Marshall (previously approved to be replaced by Andy Moore whose offer was rescinded.)

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 Gabriel Jordan as a Water Technician I the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 19, 2024
Page: 1

SUBJECT:

Request approval of the promotion of Anna Beth Robertson to the rank of Sergeant in the Starkville Fire Department.

Also, request authorization to retain the remaining candidates from the promotion process held on September 9-10, 2024 for consideration to hire any additional vacant position due to retirements, terminations, or approved additions to the Starkville Fire Department within a period of six months.

AMOUNT & SOURCE OF FUNDING:

Budgeted from line item # 001-261-420-103

Name	Title	Salary
Anna Beth Robertson	Sergeant	\$48,808.76 (\$17.71/hr) Based on 2,756 hours

AUTHORIZATION HISTORY:

The Fire Department conducted a promotional process for Sergeant on September 9-10, 2024.

This position is replacing Nicholas Pearson who resigned.

REQUESTING DEPARTMENT:

Fire Department

DIRECTOR’S AUTHORIZATION:

Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Charles Yarbrough, Fire Chief or
Nav Ashford, Human Resources Director/COO

SUGGESTED MOTION:

Move approval of the promotion of Anna Beth Robertson to the rank of Sergeant in the Starkville Fire Department.

Also, request authorization to retain the remaining candidates from the promotion process held on September 9-10, 2024 for consideration to hire any additional vacant position due to retirements, terminations, or approved additions to the Starkville Fire Department within a period of six months.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 19, 2024
Page: 1

SUBJECT:

Request for authorization to hire Cortez Banks as a Seasonal Sanitation Worker in the Sanitation & Environmental Services Department

AMOUNT & SOURCE OF FUNDING:

Cortez Banks - 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:

This is a replacement position previously held by Tylan Oden who resigned.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Chris Smiley, Sanitation & Environmental Services Director;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Cortez Banks as a Seasonal Sanitation Worker in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 19, 2024
Page: 1

SUBJECT:

Request authorization to hire Luke Knight as a Student Intern in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Luke Knight - Non-Exempt Salary of \$29,120.00 (\$14.00/hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2024/25 budget.
Position is paid 100% from Util. Engineering, Acct. 601.40.

AUTHORIZATION HISTORY:

This is a replacement position previously held by Nicholas Hollis.

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 Luke Knight as a Student Intern in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 19, 2024
Page: 1

SUBJECT:

Consideration of the discipline recommended by The Human Resources Department for a Starkville Fire Department Employee

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Documentation Provided

REQUESTING DEPARTMENT:

Human Resources Department

DIRECTOR'S AUTHORIZATION:

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 The Human Resources Department for a Starkville Fire Department Employee



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

AGENDA ITEM DEPT.: Parks & Recreation
AGENDA DATE: November 19, 2024
PAGE: Page 1 of 2

SUBJECT:

Consideration of approving Change Order #3 for the JL King Park Splashpad Expansion Project in the amount of a \$5,889.20 increase and 6 additional days.

SUMMARY:

ECON Construction was approved as the low bidder for this project at the March 19, 2024 Board of Aldermen Meeting. The current contract amount is \$1,010,054.22.

This change order includes additional work required to tie into the water meter, a sidewalk credit, and a plaque wall. The updated contract amount will be \$1,015,943.42.

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

Stephen Kachelman @ 662-323-2525 ext 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move for approving Change Order #3 for the JL King Park Splashpad Expansion Project in the amount of a \$5,889.20 increase and 6 additional days.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA DEPT: POLICE
AGENDA DATE: NOVEMBER 19, 2024
PAGE: 1 of

SUBJECT:

Request approval to lease 6 vehicles from Enterprise Fleet Management, for a down payment of \$35,660.00, plus a total annual vehicle cost of \$71,339.28.

- (4) 2024 Dodge Durangos Patrol Vehicles (White)
- (1) 2024 Dodge Durango Admin Vehicle (Black)
- (1) 2024 Dodge Durango Admin Vehicle (White)

AMOUNT & SOURCE OF FUNDING:

001-201-640-399

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:



Select Start to begin

START

FLEET
MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote N

Prepared For: City of Starkville, MS
Davis, TylerDate 11
AE/AM W

Unit #

Year 2024 Make Dodge Model Durango

Series Pursuit 4dr All-Wheel Drive

Vehicle Order Type In-Stock Term 60 State MS Customer# 493021

Number of Units 4

Initial

\$ 57,790.00	Capitalized Price of Vehicle ¹
\$ 0.00	Sales Tax 0.0000% State MS
\$ 2,523.94	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other: Courtesy Delivery Fee
\$ 7,165.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	Security Deposit
\$ 0.00	Taxes

Initial

\$ 50,625.00	Total Capitalized Amount (Delivered Price)
\$ 759.38	Depreciation Reserve @ 1.5000%
\$ 268.45	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,027.83	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00	Physical Damage Management
---------	----------------------------

\$ 0.00	Full Maintenance Program ³ Contract Miles 0
	Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00	Additional Services SubTotal
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\$ 0.00	Tax 0.0000% State MS
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\$ 1,027.83	Total Monthly Rental Including Additional Services
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\$ 5,062.20	Reduced Book Value at 60 Months
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\$ 400.00	Service Charge Due at Lease Termination
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All language and acknowledgments contained in the apply to all vehicles that are ordered under this sign

Order Information

Driver Name

Exterior Color (0 P) White Knuckle Clearcoat

Interior Color (0 I) Black w/Cloth Bucket Seats w/S

Lic. Plate Type Government

GVWR 0

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee accepts delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred

LESSEE City of Starkville, MS

BY Sign

TITLE

DATE

November 6

* INDICATE BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre-delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Patrol Upfit	C	\$ 14,330.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 14,330.00
Aftermarket Equipment Total		\$ 14,330.00

Prepared For: City of Starkville, MS

Davis, Tyler

Date 11/07/2024

AE/AM WSM/TC

Unit # 28KS6N

Year 2024 Make Dodge Model Durango

Series Pursuit 4dr All-Wheel Drive

Vehicle Order Type In-Stock Term 60 State MS Customer# 493021

\$ 48,860.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>MS</u>
\$ 2,138.16 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other: Courtesy Delivery Fee
\$ 3,500.00 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

\$ 45,360.00	Total Capitalized Amount (Delivered Price)
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\$ 680.40	Depreciation Reserve @ <u>1.5000%</u>
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\$ 236.41	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
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\$ 916.81	Total Monthly Rental Excluding Additional Services
------------------	---

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
---------	--

Liability Limit \$0.00

\$ 0.00	Physical Damage Management
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\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
---------	---

Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00	Additional Services SubTotal
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\$ 0.00	Tax <u>0.0000%</u> State <u>MS</u>
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\$ 916.81	Total Monthly Rental Including Additional Services
------------------	---

\$ 4,536.00	Reduced Book Value at <u>60</u> Months
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\$ 400.00	Service Charge Due at Lease Termination
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All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name TBD, .

Exterior Color (0 P) DB Black Clearcoat

Interior Color (0 I) Black w/Cloth Bucket Seats w/Shift Inse

Lic. Plate Type Government

GVWR 0

Comp/Coll Deductible 0 / 0OverMileage Charge \$ 0.0000 Per Mile# Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 15,000

Current market and vehicle conditions may also affect value of vehicle)

Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Starkville, MS

BY _____ TITLE _____

DATE _____

INDICATES ITEMS TO BE BILLED ON DELIVERY.

Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Admin Upfit	C	\$ 5,400.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 5,400.00
Aftermarket Equipment Total		\$ 5,400.00

Prepared For: City of Starkville, MS Davis, Tyler					Date 11/01/2024 AE/AM WSM/TC										
Unit #															
Year	2024	Make	Dodge	Model	Durango										
Series	Pursuit 4dr All-Wheel Drive														
Vehicle Order Type	In-Stock	Term	60	State	MS Customer# 493021										
\$ 48,860.00	Capitalized Price of Vehicle ¹				All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information <table><tr><td>Driver Name</td><td></td></tr><tr><td>Exterior Color</td><td>(0 P) White Knuckle Clearcoat</td></tr><tr><td>Interior Color</td><td>(0 I) Black w/Cloth Bucket Seats w/Shift Inse</td></tr><tr><td>Lic. Plate Type</td><td>Government</td></tr><tr><td>GVWR</td><td>0</td></tr></table>	Driver Name		Exterior Color	(0 P) White Knuckle Clearcoat	Interior Color	(0 I) Black w/Cloth Bucket Seats w/Shift Inse	Lic. Plate Type	Government	GVWR	0
Driver Name															
Exterior Color	(0 P) White Knuckle Clearcoat														
Interior Color	(0 I) Black w/Cloth Bucket Seats w/Shift Inse														
Lic. Plate Type	Government														
GVWR	0														
\$0.00	*	Sales Tax <u>0.0000%</u> State <u>MS</u>													
\$ 2,138.16	*	Initial License Fee													
\$ 0.00		Registration Fee													
\$ 0.00		Other:Courtesy Delivery Fee													
\$ 3,500.00	*	Capitalized Price Reduction													
\$ 0.00		Gain Applied From Prior Unit													
\$ 0.00	*	Security Deposit													
\$0.00		Taxes													
\$ 45,360.00	Total Capitalized Amount (Delivered Price)														
\$ 680.40	Depreciation Reserve @ <u>1.5000%</u>														
\$ 236.41	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²														
\$ 916.81	Total Monthly Rental Excluding Additional Services														
	Additional Fleet Management														
	Master Policy Enrollment Fees														
\$ 0.00	Commercial Automobile Liability Enrollment														
	Liability Limit <u>\$0.00</u>														
\$ 0.00	Physical Damage Management				Comp/Coll Deductible <u>0 / 0</u>										
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>				OverMileage Charge <u>\$ 0.0000</u> Per Mile										
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u> Loaner Vehicle Not Included										
\$ 0.00	Additional Services SubTotal														
\$ 0.00	Tax	<u>0.0000%</u>	State <u>MS</u>												
\$ 916.81	Total Monthly Rental Including Additional Services														
\$ 4,536.00	Reduced Book Value at <u>60</u> Months														
\$ 400.00	Service Charge Due at Lease Termination														

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) White Knuckle Clearcoat

Interior Color (0 I) Black w/Cloth Bucket Seats w/Shift Inse

Lic. Plate Type Government

GVWR 0

Quote based on estimated annual mileage of 15,000

Current market and vehicle conditions may also affect value of vehicle)

Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Starkville, MS	TITLE	DATE
BY		

INDICATES ITEMS TO BE BILLED ON DELIVERY.

Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Admin Upfit	C	\$ 5,400.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 5,400.00
Aftermarket Equipment Total		\$ 5,400.00

Date of Issuance: 11/12/24

Effective Date: 11/19/24

Project: JL King Park Splash Pad Expansion	Owner: City of Starkville	Owner's Contract No.: 18028
Contract: JL King Splash Pad Expansion Project		Date of Contract: 03/27/24
Contractor: Econ Construction		Project No.: 22027

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

#5 – Re-routing the water line for the splash pad due to meter location set by the city. #6 – Credit for deleting of sidewalks per City request.

#8 – Plaque Wall – Installation of masonry wall for plaque and park dedication

Attachments (list documents supporting change):

N/A

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$999,442.00

Increase from previously approved Change Orders:

\$10,612.22

Contract Price prior to this Change Order:

\$1,010,054.22

Increase of this Change Order:

\$5,889.20

Contract Price incorporating Change Order:

\$1,015,943.42**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 210

Ready for final payment (days or date): 210

Increase from previously approved Change Orders
to No. 1&2:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Increase of this Change Order:

Substantial completion (days or date): 6

Ready for final payment (days or date): 6

Contract Times with all approved Change Orders:

Substantial completion (days or date): 216

Ready for final payment (days or date): 216

RECOMMENDED:By: Naimi

Landscape Architect (Authorized

Date: 11/13/24

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:By: Cape Photo

Contractor (Authorized Signature)

Date: 11/12/24



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

AGENDA ITEM DEPT: Utilities
AGENDA DATE: 11.19.2024
PAGE: 1

SUBJECT: Request authorization of Change Order #2 for a price decrease of \$40.00 for the Azalea Lane Elevated Water Tank Rehabilitation project.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

The original bid included a line item for as-needed pit repairs. However, no necessary pit repairs were discovered during construction, so this change order is removing the associated line item. This change order will reconcile the contract with the final payment and concludes the project.

SUGGESTED MOTION:

Move approval of Change Order #2 for a price decrease of \$40.00 for the Azalea Lane Elevated Water Tank Rehabilitation project.

CHANGE ORDER NO.: TWO (2) - FINALOwner: **City of Starkville, MS**Engineer: **Neel-Schaffer, Inc.**Contractor: **G&L Tank Sandblasting and Coatings, LLC**Project: **Azalea Lane Elevated Water Tank Rehabilitation**

Contract Name:

Date Issued: **11-20-24**Owner's Project No.: **23005**Engineer's Project No.: **18294.000**

Contractor's Project No.:

Effective Date of Change Order: **10-24-24**

The Contract is modified as follows upon execution of this Change Order:

Description:

Final Summary Change Order

Attachments:

None.

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 409,115.00	Substantial Completion: 10-6-24
	Ready for final payment: 10-21-24
Increase from previously approved Change Orders No. 1 to No. 2:	Increase from previously approved Change Orders No. 1 to No. 2:
\$ 8,000.00	Substantial Completion: N/A
	Ready for final payment:
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 417,115.00	Substantial Completion: 10-6-24
	Ready for final payment: 10-21-24
Decrease this Change Order:	Increase this Change Order:
\$ 40.00	Substantial Completion: N/A
	Ready for final payment:
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 417,075.00	Substantial Completion: 10-6-24
	Ready for final payment: 10-21-24

Recommended by Engineer (if required)

By:



Title: Project Manager

Date: 11-7-24

Authorized by Owner

By:

Title: Mayor

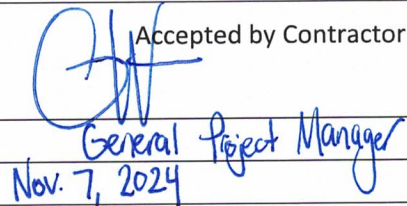
Date:

Accepted by Contractor

By:

Title:

Date:


General Project Manager
Nov. 7, 2024

Approved by Funding Agency (if applicable)

By:

Title:

Date:

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

**AGENDA DATE: November 19, 2024
PAGE: 1**

SUBJECT: Request authorization to declare 78- 5/8" Badger Meters and 3-1" Badger disc meters as surplus and sell on Govdeals or another surplus venue.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

These are meters that we have removed from service and not worth reinstalling in the field. It is recommended to sell in bulk as surplus.

SUGGESTED MOTION:

Move approval to declare 78- 5/8" Badger Meters and 3-1" Badger disc meters as surplus and sell on Govdeals or another surplus venue.



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

**AGENDA DATE: November 19, 2024
PAGE: 1**

Request authorization to surplus and sell on Govdeals or another surplus venue a 2011 Bobcat 324 (PIN last four digits: 1567) and 2002 Chevrolet 3500 Dump Truck (VIN last four digits: 3412), and to purchase a Bobcat E20 Mini Excavator and 20" bucket from Williams Equipment, the low quote, in an amount of \$28,120.17

AMOUNT & SOURCE OF FUNDING: FY25 CIP plus proceeds from equipment surplus sales

FISCAL NOTE:

Quote 1 Loader Services and Equipment	\$28,743.74
Quote 2 Williams Equipment and Supply Company	\$28,120.17

AUTHORIZATION HISTORY

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward C. Kemp 323-3133

This unit is needed to replace an existing 2010 unit that experienced a main bearing failure in the rotating deck, along with other issues. This unit has become obsolete, and Bobcat does not have parts to repair.

Our mechanic located a supplier of aftermarket parts, but the cost to repair would be over \$9,000 and would not include any warranty. The repair would be a significant investment in a machine nearly 15 years of age.

The dump truck is 22 years old and beyond its useful life. It is not used very much and it is recommended to surplus for funds to purchase the bobcat.

SUGGESTED MOTION:

Request authorization to surplus and sell on Govdeals or another surplus venue a 2011 Bobcat 324 (PIN last four digits: 1567) and 2002 Chevrolet 3500 Dump Truck (VIN last four digits: 3412), and to purchase a Bobcat E20 Mini Excavator and 20" bucket from Williams Equipment, the low quote, in an amount of \$28,120.17



Quotation Number: **SC827091**
Quote Sent Date: **Oct 30, 2024**
Expiration Date: **Nov 29, 2024**
Prepared By: **Skip Clayton**
Phone: +16628719590
Email: sclayton@williamsequipment.com

Customer
Starkville Utilities
605 DR MARTIN LUTHER KING JR DR
E
STARKVILLE, MS, 39759-3438
Phone: +16016941701

Contact
John Scott

Dealer
Williams Equipment and Supply,
Shannon, MS
122 COUNTY ROAD 713
SHANNON, MS, 38868

Item Name	Item Number	Quantity	Price Each	Total
20" Trenching Bucket, Pin-On, 4 Bolt-On Teeth	6715498	1	643.72	643.72
	Total for 20" Trenching Bucket, Pin-On, 4 Bolt-On Teeth			643.72
E20 T4 Bobcat Compact Excavator	M5559	1	25,986.62	25,986.62
Serial number: <i>B5VG13035</i>				
Bobcat Canopy Enhanced Controls <i>Included:</i> Includes: Finger-tip Auxiliary Hydraulics, Boom Swing Control, Auto-Shift Travel System	M5559-A02-C04	1	367.83	367.83
	Total for E20 T4 Bobcat Compact Excavator			26,354.45
		Quote Total - USD		26,998.17
		Dealer P.D.I.		200.00
		Freight Charges		875.00
		Destination Charges		47.00
		Sales total before Taxes		28,120.17
		Taxes		0.00
		Quote Total - USD		28,120.17



Quotation Number: **RK287019**
Quote Sent Date: **Nov 8, 2024**
Expiration Date: **Dec 8, 2024**
Prepared By: **Robby Kee**
Phone: 205-361-4504
Email: robby@bobcatrader.com

Customer
Starkville Utilities
Starkville , MS, 39759-3438

Contact
John Scott

Dealer
Loader Services & Equipment
319 Bearden Rd
Pelham, AL 35124
Phone: 205-320-1000
Contact: Robby Kee
Cell: 205-361-4504
Email: robby@bobcatrader.com

Item Name	Item Number	Quantity	Price Each	Total
20" Trenching Bucket, Pin-On, 4 Bolt-On Teeth	6715498	1	677.60	677.60
	Total for 20" Trenching Bucket, Pin-On, 4 Bolt-On Teeth			677.60
E20 T4 Bobcat Compact Excavator	M5559	1	26,516.95	26,516.95
Bobcat Canopy Enhanced Controls <i>Included:</i> Includes: Finger-tip Auxiliary Hydraulics, Boom Swing Control, Auto-Shift Travel System	M5559-A02-C04	1	387.19	387.19
	Total for E20 T4 Bobcat Compact Excavator			27,581.74
			Quote Total - USD	27,581.74
			Dealer P.D.I.	200.00
			Freight Charges	915.00
			Destination Charges	47.00
			Sales total before Taxes	28,743.74
			Taxes	0.00
			Quote Total - USD	28,743.74



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

**AGENDA DATE: October 15, 2024
PAGE: 1**

SUBJECT: Consideration of accepting the sole source quote from Consolidated Pipe and Supply Company for six red Mueller fire hydrants in the amount of \$17,850.00

AMOUNT & SOURCE OF FUNDING: 2024/2025 Budget

FISCAL NOTE: Consolidated Pipe and Supply Company \$17,850.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

Fire Hydrants are a source of supply item; however, the current hydrants are actively being bid on Source of Supply right now and will not be active until January 2025. The current source of supply hydrants are no longer utilized as we are in a transition phase and needing hydrants for upcoming projects.

SUGGESTED MOTION:

Move approval of the sole source quote from Consolidated Pipe and Supply Company for six red Mueller fire hydrants in the amount of \$17,850.00



Southeast District Sales
2572 West State Road 426
Suite 2032
Oviedo, FL 32765

phone: 601-760-0173
muellercompany.com

11/7/2024

City of Starkville

200 N. Lafayette St.

Starkville, MS 39759

To whom it may concern,

This letter is to confirm that CPS Tupelo is the authorized sole supplier for Mueller products and associated parts for the City of Starkville. As the exclusive distributor, CPS Tupelo is uniquely positioned to supply Mueller hydrants directly to the city, ensuring compatibility with Starkville's existing infrastructure and maintaining the high standards associated with our products.

This designation means that the City of Starkville may proceed with the purchase of Mueller hydrants from CPS Tupelo without the need for additional competitive quoting. We are committed to supporting your needs and ensuring timely delivery of products that meet the quality and reliability standards Mueller is known for.

If you have any further questions or need additional information, please feel free to contact me.

Thank you for choosing Mueller to support your infrastructure needs.

Sincerely,

John Tharp

Infrastructure Territory Manager



QUOTATION

Quotation Number **S155373**
Version Number **1**
Quotation Date **11/07/2024**

JOB NAME WATER

SALE SITE

CONSOLIDATED PIPE & SUPPLY
2505 MATTOX STREET
TUPELO, MS 38801-6567
PHONE: 662-841-1270

SHIP TO

STARKVILLE UTILITIES
STARKVILLE, MS 39759, USA

Last Communication

Expiration Date 12/07/2024
Written By Peyton Puckett
Customer RFQ
Customer Number MS0311473L
Requested By David
Sales Rep Daniel Smith

SOLD TO

STARKVILLE UTILITIES
WATER DEPT
605 DR MLK JR DR E
STARKVILLE, MS 39759, USA

Ship Via Best Way
Delivery Terms To Be Determined
Payment Terms Net 30 Days

SALES

Line	CPS Part No Part Description	Wanted Delivery Date	Sales Qty	UoM	Unit Net Price	Extended Amount
1	22-0514-00112		6.00	EA	\$2,975.00	\$17,850.00
1.1	5-1/4 MUELLER COMPANY A423 423-501999 RED DI NST OL FIRE HYDRANT L/ACC 3'6" BURY 6" MJS 1-1/2 PENT DOM					
Subtotal Amount						\$17,850.00
Tax Amount						\$0.00
Total						\$17,850.00



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

AGENDA ITEM DEPT: Utilities
AGENDA DATE: 11.19.2024
PAGE: 1

SUBJECT: Request authorization of Task Order #1 with Neel Schaffer, Inc. for the engineering services related to the Curry Street Well No. 2 Inspection and Repair project in the amount of \$18,000.

AMOUNT & SOURCE OF FUNDING: FY25 CIP

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

This task order will authorize Neel Schaffer to provide engineering services related to the Curry Street Well No. 2 Inspection and Repair project. This is work in accordance with our prioritized capital improvement projects and is the first of all wells that will need a similar inspection.

SUGGESTED MOTION:

Move approval of Task Order #1 with Neel Schaffer, Inc. for the engineering services related to the Curry Street Well No. 2 Inspection and Repair project in the amount of \$18,000.

November 12, 2024

City of Starkville
ATTN: Mayor Lynn Spruill
110 West Main Street
Starkville, MS 39759



**RE: STARKVILLE UTILITIES MASTER SERVICES AGREEMENT – TASK ORDER #2
BLUEFIELD WATER TREATMENT PLANT REHABILITATION PROJECT**

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services as defined in Exhibit A, Scope of Services, for the above-referenced project. NSI proposes to perform these services for the following hourly, not-to-exceed fees:

Design Engineering: \$99,750
Construction Administration: \$57,000

All services proposed herein will be performed in accordance with the Master Services Agreement for Engineering and Professional Services dated September 17, 2024, between the City of Starkville and Neel-Schaffer, Inc. A copy of the executed agreement is attached for reference.

NSI will bill you monthly based on the amount of work completed, and upon receipt of your acceptance, we will proceed with the services. This Task Order and the exhibits may only be modified or amended by a duly executed written document.

If the terms of this Agreement are acceptable, please execute the original and return a copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,

NEEL-SCHAFFER, INC.

A handwritten signature in blue ink, appearing to read 'William Sanford', is written over a light blue horizontal line.

William Sanford, P.E.
Office Manager

ACCEPTED: CITY OF STARKVILLE

BY: _____

DATE: _____

P: 662.268.7966 | F: 662.268.7961

1115 Stark Road
Starkville, MS 39760

www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects



EXHIBIT A

SCOPE OF SERVICES

Engineering Services for Bluefield Water Treatment Plant Rehabilitation Project

Estimated Construction Costs from Capital Improvements Plan = \$1,425,000

Design Engineering Fee = \$99,750 (7%)

Construction Administration Fee = \$57,000 (4%)

Design Engineering

Services shall include the following work:

- Prepare preliminary Construction Documents in accordance with minimum requirements of the MS State Dept. of Health (MSDH) design criteria. Construction Documents shall include use of standard front-end documents provided to the ENGINEER by the OWNER.
- Submit preliminary Construction Documents to the OWNER for review and approval.
- Modify Construction Documents as necessary to reflect any comments by the OWNER.
- Prepare final Construction Documents for procurement of bids by OWNER.
- Submit final Construction Documents to MSDH for approval for construction.
- Design Engineering services will be considered complete upon approval of final Construction Documents by OWNER for public advertisement to secure bids for the PROJECT.
- Assist the OWNER in advertising for and obtaining bids for the Project.
- Prepare and issue final Construction Documents to OWNER for issuance to prospective bidders by way of the plan room used by the OWNER.
- Prepare and issue Addenda to plan room as appropriate to interpret, clarify, correct or expand Construction Documents to each known plan holder.
- Conduct a pre-bid conference if requested by the OWNER.
- Assist with the bid opening if needed, prepare bid tabulation and assist OWNER in evaluating bids.
- Assist the OWNER in the preparation of the documents necessary to complete the award.
- Bidding and Contract Services will be considered complete upon commencement of Construction Engineering services or upon cessation of negotiations with prospective contractors.

Construction Administration

Services shall include the following work:

- Conduct a preconstruction conference for issuance of the Notice to Proceed by the CONTRACTOR.
- General Administration of Construction Contract between OWNER and CONTRACTOR awarded the work.
- The ENGINEER shall consult with and advise OWNER and act as OWNER'S representative; shall issue all instructions of OWNER to CONTRACTOR; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.
- Visits to Site and Observation of Construction. The ENGINEER shall furnish a Resident Project Representative (RPR) to assist the ENGINEER with periodic observations of progress and quality of the work of the CONTRACTOR at critical stages. RPR services shall be considered part-time, on an as needed basis, during construction to determine work is proceeding in general



conformity with the Contract Documents.

- The ENGINEER shall make periodic site visits only at critical stages of construction to observe as an experienced and qualified design engineer the progress and quality of the various aspects of CONTRACTOR'S work. These services shall be considered part-time, on an as needed basis, during construction. Based on information obtained during such visits and on such observations, the ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep OWNER informed of the progress of the work. The purpose of the ENGINEER'S visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design engineer, to provide for OWNER a greater degree of confidence that the completed work of CONTRACTOR will conform generally to the Contract Documents and that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by CONTRACTOR. On the other hand, the ENGINEER shall not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct or have control over CONTRACTOR'S work; nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of CONTRACTOR or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR'S furnishing and performing the work. Accordingly, the ENGINEER can neither guarantee the performance of the construction contract by CONTRACTOR nor assume responsibility for CONTRACTOR'S failure to furnish and perform his work in accordance with the Contract Documents.
- Defective Work. During such site visits and on the basis of such observations, the ENGINEER may recommend to the OWNER disapproval or rejection of CONTRACTOR'S work if the ENGINEER believes that such work will not produce a completed PROJECT which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Clarifications and Interpretations; Change Orders. The ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the ENGINEER shall recommend Change Orders to OWNER and shall prepare Change Orders as required.
- Shop Drawings. The ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which CONTRACTOR is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- Substitutes. The ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- Inspections and Tests. The ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders



or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

- Applications for Payment. Based on the ENGINEER'S on-site observations as an experienced and qualified design engineer and on review of applications for payment and the accompanying data and schedules:
- The ENGINEER shall determine the amounts owed to CONTRACTOR and recommend in writing payments to CONTRACTOR in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the ENGINEER's recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- By recommending any payment, the ENGINEER shall not thereby be deemed to have represented that on-site observations made by the ENGINEER to check the quality or quantity of CONTRACTOR'S work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the ENGINEER in this Agreement and the Contract Documents. The ENGINEER'S review of Contractor's work for the purposes of recommending payments will not impose on the ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
- CONTRACTOR'S Completion Documents. The ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by CONTRACTOR in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to OWNER with written comments.
- Substantial Completion. Following notice from CONTRACTOR that CONTRACTOR considers the entire work ready for its intended use, the ENGINEER and OWNER, accompanied by CONTRACTOR, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, the ENGINEER considers the work substantially complete, the ENGINEER shall deliver a certificate of substantial completion to OWNER and CONTRACTOR.
- Final Notice of Acceptability of the Work. The ENGINEER shall conduct a final inspection to determine if the completed work of CONTRACTOR is acceptable so that the ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the ENGINEER shall also provide a notice that the work is acceptable to the best of the ENGINEER's knowledge, information and belief and based on the extent of the services



performed and furnished by the ENGINEER under this Agreement.

- Record Documents. Upon completion of the work, the ENGINEER shall compile for and deliver to the OWNER a complete set of record documents conforming to information furnished to the ENGINEER by the CONTRACTOR where applicable. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the ENGINEER cannot and does not warrant their accuracy.
- Limitation of Responsibilities. The ENGINEER shall not be responsible for the acts or omissions of any CONTRACTOR, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The ENGINEER shall not be responsible for CONTRACTOR'S failure to perform or furnish the work in accordance with the Contract Documents.
- Progress Meetings and Reports. During construction, the ENGINEER will schedule and conduct monthly progress meetings as needed with the OWNER, CONTRACTOR and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The ENGINEER shall also prepare minutes of the meeting.
- Submit final certification to MSDH that the project was completed in general compliance with plans and specifications approved by MSDH for construction.
- Duration of Construction Engineering services. The services for Construction Engineering will commence with the execution of the construction contract for the PROJECT or any part thereof and will terminate upon written recommendation by the ENGINEER of final payment and submission of record documents to OWNER and submittal of final certification to MSDH.

EXCLUDED SERVICES

This scope of work does not anticipate needing and/or does not include:

1. Boundary Survey Work
2. Geotechnical Investigation
3. Utility Location Services
4. Property Acquisition or Easement Services
5. Water System Hydraulic Modeling
6. Wetlands or Stream Delineation / Mitigation / Permitting
7. Environmental Site Assessments
8. Re-Bidding of Project
9. Full-Time Inspection During Construction

If additional scope becomes necessary, ENGINEER shall present additional scope and fees to be performed, and we shall proceed with these additional services upon approval.





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

AGENDA ITEM DEPT: Utilities
AGENDA DATE: 11.19.2024
PAGE: 1

SUBJECT: Request authorization of Task Order #2 with Neel Schaffer, Inc. for the design and construction administration services related to the Bluefield Water Treatment Plant Rehabilitation project in the amount of \$156,750.

AMOUNT & SOURCE OF FUNDING: FY25 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 Neel Schaffer to provide design and construction administration services related to the Bluefield Water Treatment Plant Rehabilitation project. The rehab of this plant, including the filter media, is one of the highest priorities that was discovered through the comprehensive evaluation project.

SUGGESTED MOTION:

Move approval of Task Order #2 with Neel Schaffer, Inc. for the design and construction administration services related to the Bluefield Water Treatment Plant Rehabilitation project in the amount of \$156,750.

November 12, 2024

City of Starkville
ATTN: Mayor Lynn Spruill
110 West Main Street
Starkville, MS 39759



**RE: STARKVILLE UTILITIES MASTER SERVICES AGREEMENT – TASK ORDER #2
BLUEFIELD WATER TREATMENT PLANT REHABILITATION PROJECT**

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services as defined in Exhibit A, Scope of Services, for the above-referenced project. NSI proposes to perform these services for the following hourly, not-to-exceed fees:

Design Engineering: \$99,750
Construction Administration: \$57,000

All services proposed herein will be performed in accordance with the Master Services Agreement for Engineering and Professional Services dated September 17, 2024, between the City of Starkville and Neel-Schaffer, Inc. A copy of the executed agreement is attached for reference.

NSI will bill you monthly based on the amount of work completed, and upon receipt of your acceptance, we will proceed with the services. This Task Order and the exhibits may only be modified or amended by a duly executed written document.

If the terms of this Agreement are acceptable, please execute the original and return a copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,

NEEL-SCHAFFER, INC.

A handwritten signature in blue ink, appearing to read 'William Sanford', is written over a light blue horizontal line.

William Sanford, P.E.
Office Manager

ACCEPTED: CITY OF STARKVILLE

BY: _____

DATE: _____

P: 662.268.7966 | F: 662.268.7961

1115 Stark Road
Starkville, MS 39760

www.neel-schaffer.com

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EXHIBIT A

SCOPE OF SERVICES

Engineering Services for Bluefield Water Treatment Plant Rehabilitation Project

Estimated Construction Costs from Capital Improvements Plan = \$1,425,000

Design Engineering Fee = \$99,750 (7%)

Construction Administration Fee = \$57,000 (4%)

Design Engineering

Services shall include the following work:

- Prepare preliminary Construction Documents in accordance with minimum requirements of the MS State Dept. of Health (MSDH) design criteria. Construction Documents shall include use of standard front-end documents provided to the ENGINEER by the OWNER.
- Submit preliminary Construction Documents to the OWNER for review and approval.
- Modify Construction Documents as necessary to reflect any comments by the OWNER.
- Prepare final Construction Documents for procurement of bids by OWNER.
- Submit final Construction Documents to MSDH for approval for construction.
- Design Engineering services will be considered complete upon approval of final Construction Documents by OWNER for public advertisement to secure bids for the PROJECT.
- Assist the OWNER in advertising for and obtaining bids for the Project.
- Prepare and issue final Construction Documents to OWNER for issuance to prospective bidders by way of the plan room used by the OWNER.
- Prepare and issue Addenda to plan room as appropriate to interpret, clarify, correct or expand Construction Documents to each known plan holder.
- Conduct a pre-bid conference if requested by the OWNER.
- Assist with the bid opening if needed, prepare bid tabulation and assist OWNER in evaluating bids.
- Assist the OWNER in the preparation of the documents necessary to complete the award.
- Bidding and Contract Services will be considered complete upon commencement of Construction Engineering services or upon cessation of negotiations with prospective contractors.

Construction Administration

Services shall include the following work:

- Conduct a preconstruction conference for issuance of the Notice to Proceed by the CONTRACTOR.
- General Administration of Construction Contract between OWNER and CONTRACTOR awarded the work.
- The ENGINEER shall consult with and advise OWNER and act as OWNER'S representative; shall issue all instructions of OWNER to CONTRACTOR; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.
- Visits to Site and Observation of Construction. The ENGINEER shall furnish a Resident Project Representative (RPR) to assist the ENGINEER with periodic observations of progress and quality of the work of the CONTRACTOR at critical stages. RPR services shall be considered part-time, on an as needed basis, during construction to determine work is proceeding in general



conformity with the Contract Documents.

- The ENGINEER shall make periodic site visits only at critical stages of construction to observe as an experienced and qualified design engineer the progress and quality of the various aspects of CONTRACTOR'S work. These services shall be considered part-time, on an as needed basis, during construction. Based on information obtained during such visits and on such observations, the ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep OWNER informed of the progress of the work. The purpose of the ENGINEER'S visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design engineer, to provide for OWNER a greater degree of confidence that the completed work of CONTRACTOR will conform generally to the Contract Documents and that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by CONTRACTOR. On the other hand, the ENGINEER shall not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct or have control over CONTRACTOR'S work; nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of CONTRACTOR or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR'S furnishing and performing the work. Accordingly, the ENGINEER can neither guarantee the performance of the construction contract by CONTRACTOR nor assume responsibility for CONTRACTOR'S failure to furnish and perform his work in accordance with the Contract Documents.
- Defective Work. During such site visits and on the basis of such observations, the ENGINEER may recommend to the OWNER disapproval or rejection of CONTRACTOR'S work if the ENGINEER believes that such work will not produce a completed PROJECT which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Clarifications and Interpretations; Change Orders. The ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the ENGINEER shall recommend Change Orders to OWNER and shall prepare Change Orders as required.
- Shop Drawings. The ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which CONTRACTOR is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- Substitutes. The ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- Inspections and Tests. The ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders



or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

- Applications for Payment. Based on the ENGINEER'S on-site observations as an experienced and qualified design engineer and on review of applications for payment and the accompanying data and schedules:
- The ENGINEER shall determine the amounts owed to CONTRACTOR and recommend in writing payments to CONTRACTOR in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the ENGINEER's recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- By recommending any payment, the ENGINEER shall not thereby be deemed to have represented that on-site observations made by the ENGINEER to check the quality or quantity of CONTRACTOR'S work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the ENGINEER in this Agreement and the Contract Documents. The ENGINEER'S review of Contractor's work for the purposes of recommending payments will not impose on the ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
- CONTRACTOR'S Completion Documents. The ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by CONTRACTOR in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to OWNER with written comments.
- Substantial Completion. Following notice from CONTRACTOR that CONTRACTOR considers the entire work ready for its intended use, the ENGINEER and OWNER, accompanied by CONTRACTOR, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, the ENGINEER considers the work substantially complete, the ENGINEER shall deliver a certificate of substantial completion to OWNER and CONTRACTOR.
- Final Notice of Acceptability of the Work. The ENGINEER shall conduct a final inspection to determine if the completed work of CONTRACTOR is acceptable so that the ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the ENGINEER shall also provide a notice that the work is acceptable to the best of the ENGINEER's knowledge, information and belief and based on the extent of the services



performed and furnished by the ENGINEER under this Agreement.

- Record Documents. Upon completion of the work, the ENGINEER shall compile for and deliver to the OWNER a complete set of record documents conforming to information furnished to the ENGINEER by the CONTRACTOR where applicable. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the ENGINEER cannot and does not warrant their accuracy.
- Limitation of Responsibilities. The ENGINEER shall not be responsible for the acts or omissions of any CONTRACTOR, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The ENGINEER shall not be responsible for CONTRACTOR'S failure to perform or furnish the work in accordance with the Contract Documents.
- Progress Meetings and Reports. During construction, the ENGINEER will schedule and conduct monthly progress meetings as needed with the OWNER, CONTRACTOR and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The ENGINEER shall also prepare minutes of the meeting.
- Submit final certification to MSDH that the project was completed in general compliance with plans and specifications approved by MSDH for construction.
- Duration of Construction Engineering services. The services for Construction Engineering will commence with the execution of the construction contract for the PROJECT or any part thereof and will terminate upon written recommendation by the ENGINEER of final payment and submission of record documents to OWNER and submittal of final certification to MSDH.

EXCLUDED SERVICES

This scope of work does not anticipate needing and/or does not include:

1. Boundary Survey Work
2. Geotechnical Investigation
3. Utility Location Services
4. Property Acquisition or Easement Services
5. Water System Hydraulic Modeling
6. Wetlands or Stream Delineation / Mitigation / Permitting
7. Environmental Site Assessments
8. Re-Bidding of Project
9. Full-Time Inspection During Construction

If additional scope becomes necessary, ENGINEER shall present additional scope and fees to be performed, and we shall proceed with these additional services upon approval.



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

**AGENDA DATE: November 19, 2024
PAGE: 1**

SUBJECT: Request 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 repair the well pump at the South Montgomery Well in the amount of \$15,946.00 from Parks and Parks Water Well Service Inc.

AMOUNT & SOURCE OF FUNDING: 2024/2025 Budget

<u>FISCAL NOTE:</u> Quote 1: Donald Smith Company, Inc.	\$18,735.00
Quote 3: Parks and Parks Water Well Service Inc.	\$15,946.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This is necessary to ensure getting the South Montgomery well back online as soon as possible.

The contractor had availability to complete the work in an expedited manner so the Mayor approved proceeding with the low quote on 11/12.

SUGGESTED MOTION:

Move approval to authorize , 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 replace soft start assembly at the South Montgomery Well in the amount of \$6,500.00 from Doss Electric

PARKS & PARKS WATER WELL SERVICE INC.

***109 OKOLONA CUT-OFF ROAD
HOUSTON, MISSISSIPPI 38851***

PHONE: 662-456-2011

FAX: 662-456-2284

24 HOUR SERVICE

November 13, 2024

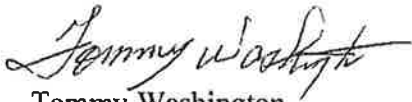
Starkville Utilites
403 D. L. Conner Drive
Starkville, MS 39759

Re: South Montgomery St. Well

Attn: Sean Johnston

We are pleased to quote the repair of the 200 HP 1185 RPM motor. Remove motor and take to motor shop for repairs. Disassemble, clean, and inspect, rewind stator, dynamic balance rotor, replace bearing, reassemble, fill with oil, test run and paint. Install back on well and check out.
TOTAL \$15,946.00

Parks & Parks Water Well Service Inc.



Tommy Washington

office 662-456-2011

cell 662-456-6835

e-mail park2014@bellsouth.net

Donald Smith Company, Inc.

P.O. Box 38 • Shannon, MS 38868 • Phone: (662) 767-9777 • Fax: (662) 767-3107

November 12, 2024

Starkville Utilities
Mr. Sean Johnston
403 D. L. Conner Drive
Starkville, Ms. 39759

South Montgomery St. Well, Rewind and Bearing Replacement

We would like to offer the following quote for your consideration.

Furnish labor, equipment, and materials for the following.

- Remove existing 200 H.P. 1100RPM US Pump Motor. Disassemble for cleaning and inspection, Dynamic balance rotor, rewind stator, furnish and install bearings with new, fill with oil, Reassemble, test run, and paint.

Quote: \$18,735.00*

***Note:** This quote is given in good faith that the current 200 H.P. motor can be refurbished. Further charges could be applied due to unforeseen circumstances not present during the initial inspection such as machine work. Any additional repair deemed in need of replacement will be billed above the quoted price. No additional charges will be incurred without prior approval.

Thank you for the opportunity to quote this project, if you have any questions or comments please do not hesitate to call.

Sincerely,

Robert Young

Robert Young



Water Wells • Pumps & Service • Utility Construction

Drilling Wells and Pumping Water Since 1946

CORPORATE OFFICE
746 East Main Street
Headland, Alabama 36345
Phone: (334) 693-2969
Fax (334) 693-3089



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

**AGENDA DATE: November 19, 2024
PAGE: 1**

SUBJECT: Request 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 replace soft start assembly at the South Montgomery Well in the amount of \$6,500.00 from Doss Electric.

AMOUNT & SOURCE OF FUNDING: 2024/2025 Budget

<u>FISCAL NOTE:</u> Quote 1: Hawk Scada	\$8,787.64
Quote 2: Doss Electric	\$6,500.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This is necessary to ensure getting the South Montgomery well back online as soon as possible.

The contractor had availability to complete the work in an expedited manner so the Mayor approved proceeding with the low quote on 11/12.

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Fwd: Soft Start

From Sean Johnston <sjohnston@starkvilleutilities.com>

Date Thu 11/14/2024 4:05 PM

To Subrina Phipps <sphipp@starkvilleutilities.com>

Sent from my iPhone

Begin forwarded message:

From: Sean Johnston <sjohnston@starkvilleutilities.com>

Date: November 12, 2024 at 8:14:53 AM CST

To: John Scott <jscott@starkvilleutilities.com>

Subject: **Fwd: Soft Start**

Sent from my iPhone

Begin forwarded message:

From: Kevin Gordon <k.gordon@doss-electric.com>

Date: November 12, 2024 at 7:56:47 AM CST

To: Sean Johnston <sjohnston@starkvilleutilities.com>

Subject: **Soft Start**

Shawn,

The cost to replace the soft start unit at Academy and Montgomery St will be \$6500.00 plus applicable tax. We have located a Worldwide soft Starter locally and ready to go, we can do the installation today . I will put this on letterhead and send later today if needed.

Thanks for the opportunity,

Kevin Gordon