



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
February 4, 2025**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Berk Huskison

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Edward Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
Cody Burnett

Court Clerk
Monica Lairy

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY FEBRUARY 4, 2025
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 JANUARY 7, 2025 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 17, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 21, 2025 RECESS 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 HEARING

PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS OF PROPERTIES (606 WHITFIELD ST, 205 CURTIS CIRCLE AND 206 CURTIS CIRCLE) ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE RENEWAL OF THE THREE-YEAR CONTRACT WITH RETAIL STRATEGIES.

B. CONSIDERATION OF 19 YOUTH AND 5 CHAPERONES TO ATTEND THE MAYOR'S YOUTH COUNCIL LEADERSHIP SUMMIT TO BE HELD IN HATTIESBURG FEBRUARY 28 – MARCH 1 AT A COST OF \$1,375.00 PLUS ADVANCE TRAVEL, MEALS AND HOTEL.

X. BOARD BUSINESS

- A. CONSIDERATION OF THE APPROVAL TO PAY POLL MANAGERS \$125 AND R & R MANAGERS \$145 PER ELECTION DAY AND \$25 FOR THE TRAINING CLASS.
- B. CONSIDERATION OF THE ELECTION CONTRACT WITH THE DEMOCRATIC COMMITTEE.
- C. CONSIDERATION OF THE ELECTION CONTRACT WITH THE REPUBLICAN COMMITTEE.
- D. CONSIDERATION OF A RESOLUTION DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS.
- E. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE EXECUTION OF AN AGREEMENT NAMING A SUCCESSOR PAYING AGENT FOR THE \$10,000,000 COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2019, DATED AND ISSUED MAY 1, 2019; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. REQUEST APPROVAL TO ADVERTISE 91.8 ACRES OF FARM LAND FOR AN ANNUAL AGRICULTURAL LEASE AT THE GEORGE M. BRYAN FIELD AIRPORT.
- 2. REQUEST APPROVAL TO PURCHASE A JOHN DEERE 4052R COMPACT UTILITY TRACTOR FROM DEERE COMPANY ON STATE CONTRACT #8200073314 IN THE AMOUNT OF \$53,310.66 AND SELL THE 1982 TRACTOR WHEN THE NEW ONE IS OPERATIONAL.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

- 1. CONSIDERATION OF CMP 25-01 A REQUEST FOR A RENEWAL OF A CONCEPTUAL MASTER PLAN TO DETERMINE USE DESIGNATIONS FOR TWO PARCELS ZONED OPTIONAL DISTRICT LOCATED ON HIGHWAY 25 WITH THE PARCEL NUMBERS 119 -29-006.02 AND 119 -32-002.01.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH TUNNEL, SPANGLER ASSOCIATES, INC. (TSW) FOR UPDATING THE CITY'S COMPLETE STREETS POLICY, TRAFFIC CALMING POLICY, PROVIDING ON-CALL DESIGN SERVICES, AND OTHER MULTI-MODAL TRANSPORTATION-RELATED SERVICES FOR AN HOURLY, NOT-TO-EXCEED AMOUNT OF \$25,000.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 27, 2025 FOR FISCAL YEAR ENDING 9/30/25, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

1. CONSIDERATION TO PURCHASE (4) DELL RUGGED (LAPTOPS) IN PLACE OF THE 4 LAPTOPS AUTHORIZED ON OCTOBER 1, 2024, FROM NEXTSTEP INNOVATION, THE LOWER OF TWO QUOTES, AT A COST OF \$8,496.00 WITH THE CITY TO BE REIMBURSED \$6,060.00 FROM THE HAZARDOUS MATERIAL EMERGENCY PREPAREDNESS GRANT.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE DREW HUSKISON AS AN STUDENT INTERN FOR STARKVILLE UTILITIES.
2. REQUEST AUTHORIZATION TO HIRE JONATHAN MILES AS A CERTIFIED FIREFIGHTER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVING THE LOWER QUOTE FROM BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF \$20,591.18 FOR HAULING THE EXCESS SOIL FROM MCKEE PARK TO THE SPORTSPLEX.

2. CONSIDERATION OF APPROVING THE LOWER QUOTE FROM ECON CONSTRUCTION, INC. IN THE AMOUNT OF \$10,715.00 FOR RECOATING THE EXISTING J L KING SPLASHPAD.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL FOR OFFICER JACKSON FRENCH TO ATTEND THE STREET COP'S "STREET SMART COP/PRO-ACTIVE PATROL TACTICS" TRAINING IN OXFORD, ALABAMA ON FEBRUARY 9 –10, 2025 AT A COST NOT TO EXCEED \$750.00 WITH ADVANCE TRAVEL IF NEEDED.
- b. REQUEST APPROVAL FOR CORPORAL STEPHEN GARCIA TO ATTEND THE NATIONAL TACTICAL OFFICERS ASSOCIATION'S TACTICAL SCOUTING TRAINING IN HUNTSVILLE, ALABAMA ON MARCH 24 – 25, 2025 AT A COST NOT TO EXCEED \$750.00 WITH ADVANCE TRAVEL IF NEEDED.
- c. REQUEST APPROVAL TO ENTER INTO A CONTRACT BETWEEN THE CITY OF STARKVILLE POLICE DEPARTMENT AND MISSISSIPPI STATE UNIVERSITY TO PROVIDE TRAFFIC CONTROL SERVICES AT MSU ATHLETICS EVENTS NOT TO EXCEED \$150,000.00 ANNUALLY WITH THE TERM OF THIS AGREEMENT TO AUTOMATICALLY EXTEND BY A 1-YEAR TERM AT THE CONCLUSION OF EACH YEAR FOR UP TO A TOTAL TERM OF 5 YEARS UNLESS EITHER PARTY SHALL NOTIFY THE OTHER IN WRITING PRIOR TO THE EXPIRATION OF A TERM THAT THE OTHER PARTY DOES NOT WISH TO RENEW.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE FIFTEEN (15) FRONT LOAD CONTAINERS FROM PLUM CREEK AT THE SOURCE OF SUPPLY BID APPROVED SEPTEMBER 3, 2024 FOR A TOTAL COST OF \$14,625.00.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR MATERIAL PURCHASE FOR THE HEADWORKS IMPROVEMENTS PROJECT AT THE WASTEWATER TREATMENT PLANT.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$7,475.00 INCLUDING MATERIAL AND LABOR TO REPLACE A DAMAGED 12" VALVE AT HENDERSON WELL AT CURRY STREET.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$7,475.00 INCLUDING MATERIAL AND LABOR TO REPLACE A DAMAGED 12" VALVE AT ACADEMY.
4. CONSIDERATION OF EXECUTING THE EXPANDED FLEXIBILITY AGREEMENT WITH TVA AND AMENDING THE GREEN INVEST TRANCHE AMENDMENT AGREEMENT PENDING THE CITY ATTORNEY APPROVAL AND TVA CONCURRENCE.
5. REQUEST AUTHORIZATION FOR A CONTRACT RENEWAL WITH CHEMPRO SERVICE FOR HERBICIDE SPRAYING FOR UTILITY EASEMENTS.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL FEBRUARY 18, 2025 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 2-04-25
PAGE: 1 of 13

SUBJECT: Request approval of the minutes of the January 7, 2025 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 January 7, 2025 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
January 7, 2025**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on January 7, 2025 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:

There being no changes requested; the Mayor called for a motion to approve the agenda with consent items.

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

Alderman Rupp offered a motion, duly seconded by Alderman Brooks, to approve the January 7, 2025 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, JANUARY 7, 2025
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 DECEMBER 3, 2024 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION OF VA 24-05: A REQUEST FOR A VARIANCE FROM BUILDING SETBACKS FOR A PROPOSED DEVELOPMENT LOCATED EAST OF 521 S MONTGOMERY STREET IN A C ZONING DISTRICT.

IX. MAYOR'S BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

X. BOARD BUSINESS

1. REQUEST APPROVAL OF REPAIRS TO FIVE (5) CIVIL DEFENSE SIRENS UNDER THE MAINTENANCE AGREEMENT WITH PRECISION COMMUNICATIONS AT A COST OF \$9,660.00.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO EXTEND THE LICENSE AGREEMENT WITH THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION OFFICE OF ATMOSPHERIC RESEARCH FROM NOVEMBER 30, 2024 THROUGH NOVEMBER 30, 2025 THAT WILL ALLOW NOAA CONTRACTORS ACCESS TO A SELECTED AREA OF AIRPORT PROPERTY TO OPERATE THEIR WEATHER STATION AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPT AS OF DECEMBER 30, 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. REQUEST APPROVAL OF FISCAL YEAR 2025 BUDGET ADJUSTMENTS TO BE EFFECTIVE DECEMBER 31, 2024.

F. FIRE DEPARTMENT

1. REQUESTING AUTHORIZATION TO ACCEPT THE LOWER QUOTE FROM SMITH AC & HEATING IN THE AMOUNT OF \$8,900.00 TO REMOVE THE INOPERABLE UNIT AND INSTALL A NEW 5-TON HEATING AND COOLING SYSTEM AT STATION 4 WITH WARRANTY.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BECKETT LESLEY AS A STUDENT INTERN FOR THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JACOB LEE AS SANITATION WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST APPROVAL TO HIRE FELISHA ELLISON AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE ROOSEVELT HARRIS, TRENT HELMS, WADE JONES, TODD PALMER, NICHOLAS PEARSON AND CHASE TAYLOR AS RESERVE FIRE FIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
5. REQUEST AUTHORIZATION TO UPDATE THE JOB DESCRIPTION AND DUTIES OF THE DEPUTY CITY CLERK JOANNA MCLAURIN, EXPANDING IT TO ROLE TITLED ASSISTANT CITY CLERK.
6. REQUEST AUTHORIZATION TO HIRE CARSON DISHON, LUCAS EVERIT, AND JAYLEN FLOWERS AS SEASONAL METER TECHNICIANS FOR THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF A PURCHASE OF 5 CAMERAS FOR THE POLICE CAMERA PROJECT FOR THE LOWEST QUOTE AMOUNT OF \$19,940.00.
2. REQUEST APPROVAL OF A PURCHASE OF SOFTWARE FROM NEXTSTEP FOR THE LOWEST QUOTE PRICE OF \$19,260.00 PER YEAR.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST PERMISSION FOR THE PURCHASE OF A POLICE K9 AND TRAINING AT A COST OF \$14,648.00 FROM VOHNE LICHE KENNELS, INC. AS A SOLE SOURCE FOR NATIONAL POLICE DOG CERTIFICATIONS IN NARCOTICS DETECTION AND TRACKING WITH PERMISSION FOR CORPORAL PARKER MADEEN TO ATTEND TRAINING IN DENVER, INDIANA WITH ADVANCE TRAVEL IF NEEDED.

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 TO DECLARE A 2002 GMC BUCKET TRUCK (VIN LAST 4 DIGITS: 7107) AS SURPLUS AND SELL ON GOVDEALS OR ANOTHER SURPLUS VENUE.

2. REQUEST AUTHORIZATION TO PURCHASE A DELL SERVER REPLACEMENT FROM STATE CONTRACT MS EPL 3760, IN THE AMOUNT OF \$26,215.00 FROM ENDEAVOR IT WITH THE CONFIGURATION OF SAID SERVER TO BE DECLARED AN EMERGENCY PURCHASE, 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.

3. APPROVAL OF WORK AUTHORIZATION 25-01 WITH CLEARWATER CONSULTANTS, INC. TO PROVIDE ENGINEERING SERVICES IN THE AMOUNT OF \$7,500.00 FOR THE STARK ROAD WASTEWATER IMPROVEMENTS.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Litigation

XV. OPEN SESSION

XVI. RECESS UNTIL JANUARY 21, 2025 @ 5:30 IN THE COURT ROOM AT 110 W MAIN ST.

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Consent items 2 – 19:

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the December 3, 2024 regular meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the December 13, 2024 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF REPAIRS TO FIVE (5) CIVIL DEFENSE SIRENS UNDER THE MAINTENANCE AGREEMENT WITH PRECISION COMMUNICATIONS AT A COST OF \$9,660.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the repairs to five (5) civil defense sirens under the maintenance agreement with Precision Communications at a cost of \$9,660.00” is enumerated, this consent item is thereby approved.

5. CONSIDERATION TO EXTEND THE LICENSE AGREEMENT WITH THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION OFFICE OF ATMOSPHERIC RESEARCH FROM NOVEMBER 30, 2024 THROUGH NOVEMBER 30, 2025 THAT WILL ALLOW NOAA CONTRACTORS ACCESS TO A SELECTED AREA OF AIRPORT PROPERTY TO OPERATE THEIR WEATHER STATION AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval to extend the license agreement with the National Oceanic and Atmospheric Administration Office of Atmospheric Research from November 30, 2024 through November 30, 2025 that will allow NOAA Contractors access to a selected area of airport property to operate their weather station at George M. Bryan Field” is enumerated, this consent item is thereby approved. The agreement follows this page.

6. CONSIDERATION OF APPROVAL OF FISCAL YEAR 2025 BUDGET ADJUSTMENTS TO BE EFFECTIVE DECEMBER 31, 2024.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval of Budget Adjustments for fiscal year 9-30-25 effective December 31, 2024” is enumerated, this consent item is thereby approved.

Account	Debit	Credit
250 Federal Grants Revenue		\$ 10,000.00
500 IT Supplies	1,750.00	
800 IT Debt Service		140,975.00
900 IT Capital Outlay	139,225.00	
990 Transfers		7,700.00
700 Fire Dept Grants	10,000.00	
600 Civil Defense Contract Services	7,700.00	
380 – Fund 002 Police Revenue		5,000.00
900 – Police Capital Outlay	5,000.00	
380 – Fund 15 Non Rev Receipts	42,500.00	
900 – Fund 15 Capital Outlay		42,500.00
380 - Fund 22 Non Revenue Receipts		10,000.00
900 – Fund 22 Capital Outlay	10,000.00	
380 – Fund 120 Non Rev Receipts		4,000.00
900 – Fund 120 Capital outlay	4,000.00	
380 – Fund 300 Non Rev Receipts		470,000.00
900 – Fund 300 Capital Outlay	470,000.00	
380 – Fund 301 Transfers		510,500.00
900 - Fund 301 Capital Outlay	510,500.00	
380 - Fund 303 Transfers		12,500.00
380 – Fund 303 Contract Services	12,500.00	
250 – Fund 305 Intergov Revenues		33,100.00
340 – Fund 305 Misc Revenue		8,000.00
380 – Fund 305 Transfer In		2,035,000.00
600 – Fund 305 Contract Services	30,000.00	
900 - Fund 305 Capital Outlay	2,046,100.00	
380 - Fund 312 Non Rev Receipts		450,000.00
900 - Fund 312 Capital Outlay	450,000.00	
380 – Fund 700 Transfer In	495,226.00	
600 0 Fund 700 Contract Services		495,226.00

LICENSE AGREEMENT AMENDMENT # 22WSR0201N
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH
AND
CITY OF STARKVILLE

Whereas, the parties hereto desire to amend the above License.

Now therefore, the parties, hereinafter mentioned, covenant and agree as follows:

Paragraph 8, is hereby amended to read:

The term of this License continues through November 30, 2025, subject to the termination and other rights as may be hereinafter set forth.

This License is revocable at will by either party. Should this License be revoked prior to the agreed upon expiration date, then, the parties will coordinate the removal of the Government's equipment.

All other terms and conditions of the License shall remain in force and effect.

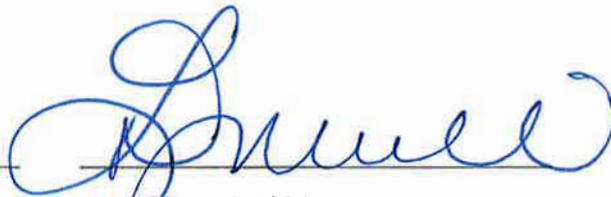
In Witness Whereof, the parties to this License Amendment evidence their agreement to all terms and conditions set forth herein by their signatures below.

FOR THE NATIONAL OCEANIC &
ATMOSPHERIC ADMINISTRATION:

FOR THE CITY OF STARKVILLE:

Signed electronically

THOMAS AYERS, Electronic Engineer
Office of Atmospheric Research, ESRL, PSL



(Name & Title)

D. Lynn Spruill
Mayor - City of Starkville, MS

1-8-2025

DATE

1-7-2025

DATE

7. CONSIDERATION TO ACCEPT THE LOWER QUOTE FROM SMITH AC & HEATING IN THE AMOUNT OF \$8,900.00 TO REMOVE THE INOPERABLE UNIT AND INSTALL A NEW 5-TON HEATING AND COOLING SYSTEM AT STATION 4 WITH WARRANTY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Smith AC & Heating in the amount of \$8,900.00 for the 5-ton heating and cooling system” is enumerated, this consent item is thereby approved.

Two quotes received: Smith AC & Heating - \$8,900.00 and R & F Comfort Systems - \$11,250.00

8. CONSIDERATION TO HIRE BECKETT LESLEY AS A STUDENT INTERN FOR THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Beckett Lesley as a student intern for Starkville Utilities” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO HIRE JACOB LEE AS SANITATION WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Jacob Lee as a Sanitation worker in Sanitation & Environmental Services” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE FELISHA ELLISON AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Felisha Ellison as a Certified Starkville Police Officer” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE ROOSEVELT HARRIS, TRENT HELMS, WADE JONES, TODD PALMER, NICHOLAS PEARSON AND CHASE TAYLOR AS RESERVE FIRE FIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Roosevelt Harris, Trent Helms, Wade Jones, Todd Palmer, Nicholas Pearson and Chase Taylor as Reserve Fire Fighters in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO UPDATE THE JOB DESCRIPTION AND DUTIES OF DEPUTY CITY CLERK JOANNA MCLAURIN, EXPANDING IT TO ROLE TITLED ASSISTANT CITY CLERK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval to update the job description and duties of Deputy City Clerk Joanna McLaurin, expanding it to the role titles Assistant City Clerk” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE CARSON DISHON, LUCAS EVERIT AND JAYLEN FLOWERS AS SEASONAL METER TECHNICIANS FOR THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Carson Dishon, Lucas Everit and Jaylen Flowers as seasonal meter technicians for Starkville Utilities” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF A PURCHASE OF 5 CAMERAS FOR THE POLICE CAMERA PROJECT FOR THE LOWEST QUOTE AMOUNT OF \$19,940.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval to purchase 5 (five) cameras for the police camera project for the lowest quote of \$19,940.00” is enumerated, this consent item is thereby approved. Two quotes received: Active Solutions - \$30,343.37 and Security Solutions - \$19,940.00

15. CONSIDERATION OF A PURCHASE OF SOFTWARE FROM NEXTSTEP FOR THE LOWEST QUOTE PRICE OF \$19,260.00 PER YEAR.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval of purchase of software from NextStep for the lower quote price of \$19,260 per year” is enumerated, this consent item is thereby approved. Two quotes received: NextStep - \$19,260 per year and Howard - \$19,290 per year

16. CONSIDERATION OF THE PURCHASE OF A POLICE K9 AND TRAINING AT A COST OF \$14,648.00 FROM VOHNE LICHE KENNELS, INC. AS A SOLE SOURCE FOR NATIONAL POLICE DOG CERTIFICATIONS IN NARCOTICS DETECTION AND TRACKING WITH PERMISSION FOR CORPORAL PARKER MADEEN TO ATTEND TRAINING IN DENVER, INDIANA WITH ADVANCE TRAVEL IF NEEDED.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a police K9 and training from Vohne Liche Kennels, Inc. as a sole source for national police dog certifications in narcotics detection and tracking with permission for Corporal Parker Madeen to attend training in Denver, Indiana with advance travel if needed” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO DECLARE A 2002 GMC BUCKET TRUCK (VIN LAST 4 DIGITS: 7107) AS SURPLUS AND SELL ON GOVDEALS OR ANOTHER SURPLUS VENUE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval to declare a 2002 GMC Bucket Truck (VIN Last 4 digits: 7107) as surplus and sell on Govdeals or another surplus venue” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO PURCHASE A DELL SERVER REPLACEMENT FROM STATE CONTRACT MS EPL 3760, IN THE AMOUNT OF \$26,215.00 FROM ENDEAVOR IT WITH THE CONFIGURATION OF SAID SERVER TO BE DECLARED AN EMERGENCY PURCHASE, 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval to purchase a dell

server replacement from State Contract MS EPL 3760, in the amount of \$26,215.00 from Endeavor IT with the configuration of said server to be declared an emergency purchase, 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” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF WORK AUTHORIZATION 25-01 WITH CLEARWATER CONSULTANTS, INC. TO PROVIDE ENGINEERING SERVICES IN THE AMOUNT OF \$7,500.00 FOR THE STARK ROAD WASTEWATER IMPROVEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 7, 2025 Official Agenda, and to accept items for consent, whereby the “approval of Work Authorization 25-01 with Clearwater Consultants, Inc. to provide engineering services in the amount of \$7,500.00 for the Stark Road Wastewater Improvements” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill invited everyone to the January 9 “Coffee with a Cop” to be held at Arepas Coffee Shop. She also invited the community to participate in the MLK Unity Walk on January 20 at 2 p.m. which will start at the County Courthouse and go to the Library.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that the local NAACP has new officers and invited citizens to join.

Patti Drapula, Ward 4, thanked the City on behalf of Dr. Ronnie Tucker, the local NAACP President, for their cooperation with the Unity Walk and invited everyone to participate.

PUBLIC APPEARANCE: None

PUBLIC HEARING:

PUBLIC HEARING AND CONSIDERATION OF VA 24-05: A REQUEST FOR A VARIANCE FROM BUILDING SETBACKS FOR A PROPOSED DEVELOPMENT LOCATED EAST OF 521 SOUTH MONTGOMERY STREET IN A C ZONING DISTRICT.

City Planner Daniel Havelin presented VA request 24-05: a request for a variance from building setbacks for a proposed development located east of 521 South Montgomery Street in a C zoning district. This request was tabled at the December 3, 2024, Board of Aldermen meeting due to a lack of representation for the applicant. The hearing was rescheduled at the owner’s request for January 7, 2025. Letters were mailed on December 6, 2024, to property owners within the notification area notifying them of the new hearing date. The applicant, James Wier of WBA Architecture on behalf of Jason Ishee, is seeking a variance from building setbacks for a proposed development located east of 521 South Montgomery Street in a C zoning district with the parcel number(s) 101D-00-240.00, 101D-00-241.00, 101D-00-242.03, and 101D-00-242.02. The applicant is requesting relief from side and rear setback requirements for a proposed condo and mixed-use development located directly east of 521 South Montgomery Street. Section 7.2.B7 requires that there be a 50’ rear setback when commercial development occurs adjacent to parcels with existing detached residential. The request is for a variance from 50’ to 20’ for the northern and eastern property lines. They are also requesting a variance from 10’ to 5’ from the southern property line.

Mayor Spruill opened the Public Hearing.

Sandra Edmonds and her husband, Tyrone Edmonds, spoke against the request. She resides at an adjoining property, 414 Hancock Circle, and is concerned with more congestion in the area in that the entrance / exit off South Montgomery is busy already.

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

20. CONSIDERATION OF VA 24-05: A REQUEST FOR A VARIANCE FROM BUILDING SETBACKS FOR A PROPOSED DEVELOPMENT LOCATED EAST OF 521 SOUTH MONTGOMERY STREET IN A C ZONING DISTRICT.

Alderman Brooks, duly seconded by Alderman Sistrunk, offered a motion to approve request VA 24-05. 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.

21. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of December 30, 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	\$ 578,099.28
Airport Fund	015	48,908.09
Restricted Airport Fund	016	39,270.80
Sanitation / Environ Services	022	52,729.08
Modernization Use Tax	120	527,222.24
Capital Projects	300	20,040.00
2022 GO Bonds	305	390,034.62
Parks Capital Project Fund (2023)	312	678,365.89
Park and Rec Tourism	375	686,350.00
BUILD Grant/ MS 182/MLK Dr	377	859,020.93
Sub Total Before Utilities		\$ 3,880,040.93
Utilities Dept.	SED	783,949.91
Total Claims	Total	\$ 4,663,990.84

22. 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.

23. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Vaughn offered a motion to go into Executive Session for the purpose of updating the Board on potential litigation. Following a second by Alderman Rupp, 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 updating the Board on potential litigation. The Mayor and Board then went into Executive Session.

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

Alderman Rupp offered a motion, seconded by Alderman Vaughn, 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.

25. MOTION TO RECESS UNTIL JANUARY 21, 2025 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to recess the meeting until January 21, 2025 @ 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 4th DAY OF FEBRUARY, 2025.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
JANUARY 17, 2025**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, January 17, 2025 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderwoman Kim Moreland, Alderwoman Sandra Sistrunk, Alderman Mike Brooks and Alderman Henry Vaughn, Sr. City Attorney Berk Huskison and Assistant 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.

Jennifer Gregory with Retail Strategies gave an update on the retail activity past, present and future.

The Mayor and members of the Board discussed items on the upcoming January 21, 2024 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 4TH DAY OF FEBRUARY, 2025.

MAYOR D. LYNN SPRUILL

Attest:

Seal

JOANNA MCLAURIN
ASSISTANT CITY CLERK



retail strategies



Starkville, Mississippi

Retail Recruitment Update

Presented by

Jenn Gregory
president
downtown strategies



retail strategies

ANDO

SPECIALISTS

retail strategies

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SPECIALISTS

RETAIL STRATEGIES

About Us



Jenn Gregory

President, Downtown Strategies
Retail Strategies

jgregory@retailstrategies.com

Our Partnership

8-year Partnership

Leveraging data, insights, and expertise to recruit national retail successfully to your market.



retail recruitment

SCOPE OF SERVICES

Retail Recruitment



retail recruitment



DISCOVER

Data Analysis

The Discovery Phase starts with a data analysis. The first step is to understand who your consumers are, not just your constituents. Utilizing mobile data, we can uncover where people are coming from and what is their buying power.

Real Estate Analysis

Every retail site in your market will be catalogued by your team at Retail Strategies; shopping centers needing to be backfilled, open land ready for development, or under-utilized retail space all will be assessed by a licensed real estate professional



CONNECT

Retail Recruitment Plan

Based off your data, real estate assets, community input and retail trends, we will develop a Retail Recruitment Plan with specific restaurant, grocery, home improvement, entertainment, and hospitality targets.



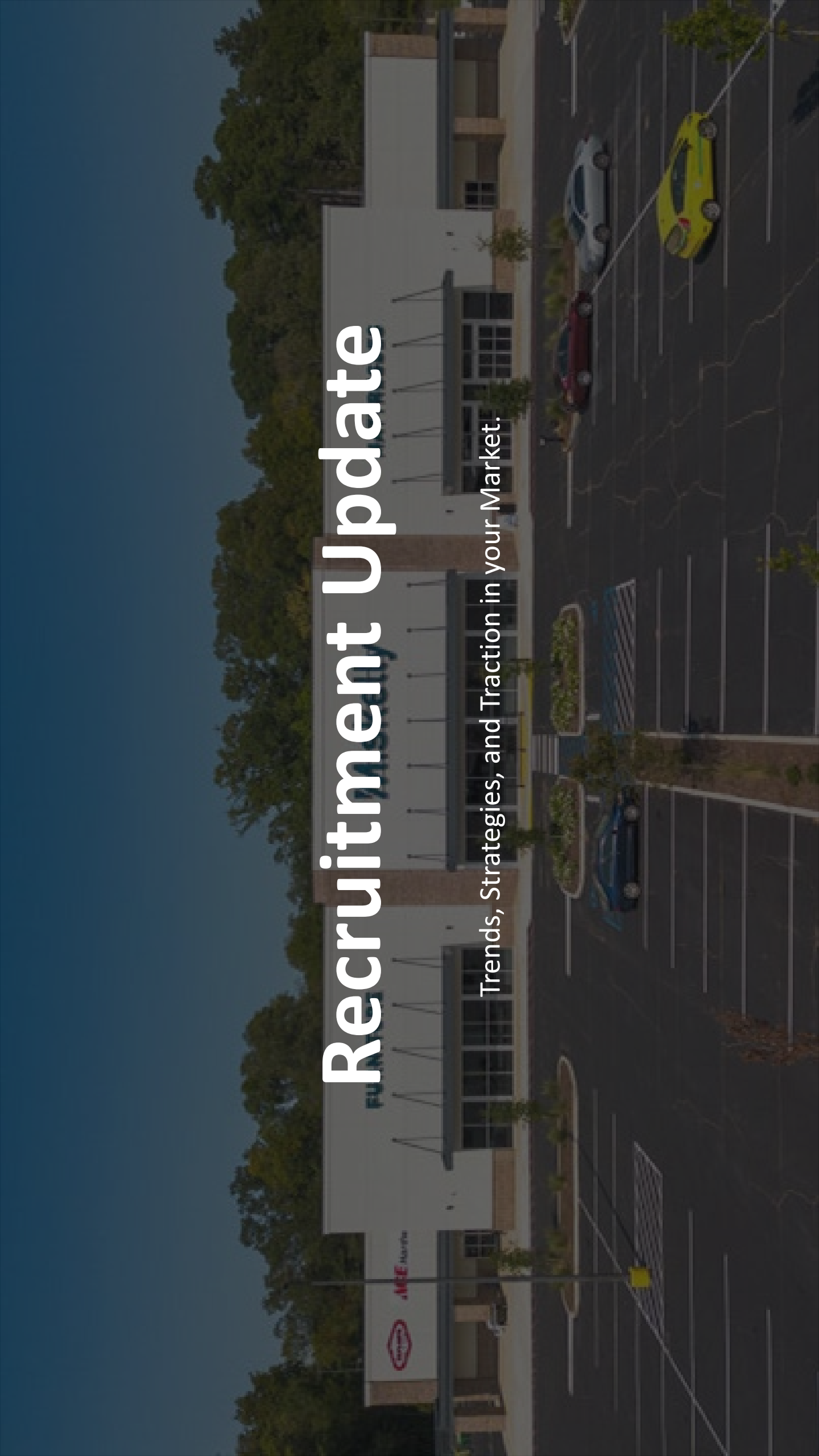
ADVANCE

National Recruitment and Representation

This is where the rubber meets the road. Winters will receive a dedicated team that will implement the Retail Recruitment Strategy by connecting with retailers, brokers, property owners, tenant reps and any other industry players to get new retail to open in your market.

Recruitment Update

Trends, Strategies, and Traction in your Market.





retail strategies

Annual Average Earnings per location

Sampling of

Average Sales per Unit



\$9.4 million



\$5.4 million



\$3.7 million



\$3.6 million



\$2.3 million



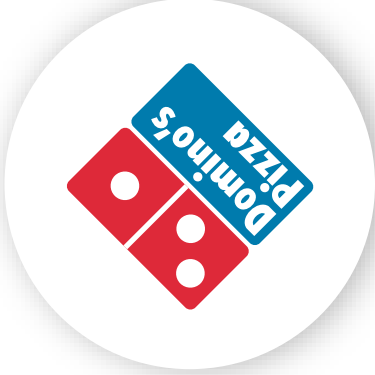
\$1.9 million



\$1.9 million



\$1.7 million



\$1.3 million



\$1.2 million

Retail trends

- Customer Experience through Innovation
- Robotics & AI
- Refreshment of Physical Stores [size & design]
- Marketing Focus to Acquire Customers
- More Relocations & Renovations than New Store Expansion
- Focus on Secondary and Tertiary Markets
- Millennials Expect Convenience
- Adaptations for Aging Populations

5202



CONNECT

Home Run Real Estate

Universal Site Metrics

- Parking
- Traffic
- Co-tenancy
- Signage
- Ingress / Egress



2025 Strategies & Traction

- **35 retailers currently interested in the market**
 - Real estate drives these decisions
- **Shifting focus to property owners, while maintaining retailer relationships**
 - Team making outreach to property owners on key corridors
- **Hospitality, residential, coffee, & QSR users**
- **Higher & better use opportunities**
- **Downtown redevelopment opportunities**



An aerial night photograph of a sports complex. The image shows several baseball fields with green grass and brown dirt bases, arranged in a row. A central building with a large, illuminated roof is visible. The entire complex is surrounded by a dense forest of trees. The lighting is warm, coming from the fields and the central building.

Next Steps

Partnership Renewal

Contract for next 3-years will renew 2/1/25



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

JANUARY 17, 2025

11:00 a.m.

- A. CALL THE WORK SESSION TO ORDER**
- B. UPDATE FROM JENNIFER GREGORY OF RETAIL STRATEGIES ON THE RETAIL ACTIVITY PAST, PRESENT AND FUTURE.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE JANUARY 21, 2025, MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, JANUARY 17, 2025.**

**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: 2-04-25
PAGE: 1 of 79

SUBJECT: Request approval of the minutes of the January 21, 2025 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 January 21, 2025 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
January 21, 2025**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on January 21, 2025 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 items D (TIF Revenue Bonds) and E (Resolution of Interlocal Agreement) 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 January 21, 2025 Official Agenda as amended. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, JANUARY 21, 2025
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 DECEMBER 17, 2024 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 3, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

PUBLIC PRESENTATION AND PUBLIC HEARING ON THE SMART BUS TRANSIT SYSTEM BY MSU TRANSIT DIRECTOR JEREMIAH DUMAS

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION OF SE 24-09: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY STRUCTURE WITHIN THE FRONT YARD AT 122 FRONTIER DRIVE IN A TN-E ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION OF SE 24-10: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF AN ACCESSORY DWELLING UNIT AT 309 CENTRAL AVENUE WITHIN A TN-E ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION OF SE 24-11: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF AN ACCESSORY DWELLING UNIT AT 524 GREENSBORO STREET WITHIN A TN-E ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION OF SE 24-12: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A 4TH FLOOR LOCATED AT 518 UNIVERSITY DRIVE WITHIN A T5-U ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION OF SE 24-13: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOME ON A VACANT LOT LOCATED AT 1560 LOUISVILLE STREET IN AN RN ZONING DISTRICT.

IX. MAYOR'S BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

X. BOARD BUSINESS

A. CONSIDERATION OF REAPPOINTING RUSS ROGERS TO THE GEORGE M. BRYAN FIELD AIRPORT BOARD FOR THE TERM ENDING DECEMBER 2028.

B. CONSIDERATION OF REAPPOINTING WES GORDON TO THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD FOR THE TERM ENDING FEBRUARY 2030.

C. CONSIDERATION OF THE APPOINTMENT OF MELITA TOMLINSON TO THE STARKVILLE ELECTION COMMISSION.

D. CONSIDERATION OF THE RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2025 (GARAN MANUFACTURING REDEVELOPMENT PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$4,250,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, PURSUANT TO PLANS, INCLUDING THE TAX INCREMENT FINANCING PLAN,

PRESENTED TO AND APPROVED BY THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM THE TAX INCREMENT FINANCING DISTRICT PURSUANT TO THE TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING VARIOUS FUNDS AND ACCOUNTS, INCLUDING A DEBT SERVICE RESERVE ACCOUNT; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS, IF ANY; APPROVING AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT FOR THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; APPROVING AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF A BOND PURCHASE AGREEMENT PERTAINING TO THE SALE OF THE BONDS; ENGAGING VARIOUS PROFESSIONALS IN CONNECTION WITH THE AUTHORIZATION, ISSUANCE, VALIDATION, SALE, AND DELIVERY OF THE BONDS; AND FOR RELATED PURPOSES.

- E. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING AND APPROVING THE FORM OF AN INTERLOCAL COOPERATION AGREEMENT WITH OKTIBBEHA COUNTY, MISSISSIPPI, IN SUPPORT OF THE GARAN MANUFACTURING REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE LOWER OF TWO QUOTES FOR CLEARING & GRUBBING 15.3 ACRES, IN THE AMOUNT OF \$3,195.00 PER ACRE FROM PACE EXCAVATING, AT GEORGE M. BRYAN FIELD.

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 APPROVING THE LOW BID FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$211,083.00 FOR THE LAMPKIN ST / MONTGOMERY ST INTERSECTION IMPROVEMENTS PROJECT.
2. CONSIDERATION OF APPROVING THE LOW BID FROM TREE HUGGERS IN THE AMOUNT OF \$ 79,350.00 FOR TREE TRIMMING/CUTTING SCOPES AND JACKSON LAND SERVICES FOR FORESTRY MULCHING IN THE AMOUNT OF \$ 11,200.00 AND AWARDED FIRST ALTERNATE BIDS TO GROUND POUNDERS AND TREE HUGGERS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 14, 2025 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. REQUEST ACCEPTANCE OF DECEMBER 2024 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST APPROVAL TO HIRE TRENTON JOHNSON AS A NON-CERTIFIED STARKVILLE POLICE OFFICER.
2. REQUEST AUTHORIZATION TO HIRE DANIEL FOUCHE AS A SEASONAL METER TECHNICIAN FOR STARKVILLE UTILITIES.
3. REQUEST APPROVAL TO HIRE TRISTON GUY AS A SEASONAL SANITATION WORKER.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF PURCHASE THROUGH EPL 3760 STATE CONTRACT LISTING OF NETWORK EQUIPMENT AND INSTALLATION FROM C'SPIRE IN THE AMOUNT OF \$63,038.40 WHICH IS 100% REIMBURSABLE THROUGH THE FY22 MOHS GRANT.

I. PARKS

1. CONSIDERATION OF APPROVING PERMISSION TO APPLY FOR FUNDING IN THE AMOUNT OF \$150,000.00 FROM THE 2025 MISSISSIPPI RECREATIONAL TRAILS PROGRAM FOR A SKATE PARK WHICH REQUIRES AN APPROXIMATE \$30,000.00 MATCH FROM THE CITY.

J. POLICE DEPARTMENT

1. POLICE

- a. CONSIDERATION OF APPLICATION FOR A 100% REIMBURSABLE FY26 POLICE TRAFFIC SERVICES (PTS) ENFORCEMENT GRANT FOR FUNDING OF APPROXIMATELY 680 HOURS IN ENFORCEMENT OVERTIME (SEATBELT, CHILD RESTRAINT, AND SPEEDING), AND SPEED DETECTING EQUIPMENT.
- b. CONSIDERATION OF APPLICATION FOR A 100% REIMBURSABLE FY26 154AL ALCOHOL IMPAIRED DRIVING ENFORCEMENT GRANT. FOR DUI ENFORCEMENT TO FUND 2 DUI OFFICERS, AND APPROXIMATELY 600 HOURS IN OVERTIME FOR DUI ENFORCEMENT.

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 SOLE SOURCE QUOTE FROM CONTROL SYSTEMS INC TO REPLACE THE WASTEWATER TREATMENT PLANT SCADA SYSTEM IN THE AMOUNT OF \$28,990.00.
2. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM ANIXER FOR 2,000 V4 WATER MODULES IN THE AMOUNT OF \$307,620.00 IN THAT THEY ARE THE ONLY DEALER IN THIS AREA AND THESE MODULES ARE SPECIFIC TO THE CURRENT METER SYSTEM.
3. REQUEST AUTHORIZATION TO PURCHASE FROM STATE CONTRACT MS EPL 3760 CISCO MERAKI EQUIPMENT FROM ENDEAVOR IT FOR WI-FI IN THE AMOUNT OF \$6,589.40.
4. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM SOLE SOURCE DISTRIBUTOR OF ABB METERS, SPECTRUM GROUP, INC. FOR REPLACEMENT WELL METERS (FIVE 8" AND TWO 10") IN THE AMOUNT OF \$32,745.00 IN THAT THESE ARE REPLACEMENT METERS AND COORDINATE WITH EXISTING EQUIPMENT.
5. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG FOR LABOR TO INSTALL 7 REPLACEMENT WELL METERS (FIVE 8" AND TWO 10") IN THE AMOUNT OF \$20,470.00.
6. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM AUTONATION FORD MEMPHIS IN THE AMOUNT OF \$64,681.50 TO PURCHASE A 2024 FORD F350 4X4 SUPER CAB SERVICE BODY TRUCK IN REPLACEMENT OF A 2013 FORD F350 SUPER CAB VEHICLE (LAST FOUR DIGITS OF VIN#0437) WHICH IS REQUESTED TO BE DECLARED AS SURPLUS AND ABLE TO BE SOLD ON GOVDEALS OR ANOTHER SURPLUS VENUE.
7. APPROVAL OF TASK ORDER NO. 1 WITH CASSADY COMPANY, INC. TO PROVIDE ENGINEERING SERVICES FOR THE JOSEY CREEK LIFT STATION EVALUATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

Property Sale/Acquisition

XV. OPEN SESSION

XVI. ADJOURN UNTIL FEBRUARY 4, 2025 @ 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 – 26:

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the December 17, 2024 meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JANUARY 3, 2025 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 January 21, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the January 3, 2025 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION TO REAPPOINT RUSS ROGERS TO THE GEORGE M. BRYAN FIELD AIRPORT BOARD FOR THE TERM ENDING DECEMBER 2028.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to reappoint Russ Rogers, the sole applicant, to the George M. Bryan Field Airport Board for the term ending December 2028” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF REAPPOINTING WES GORDON TO THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD FOR THE TERM ENDING FEBRUARY 2030.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to reappoint Wes Gordan, the sole applicant, to the Starkville Oktibbeha Consolidated School District Board for the term ending February 2030” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF THE APPOINTMENT OF MELITA TOMLINSON, THE SOLE APPLICANT, TO THE STARKVILLE ELECTION COMMISSION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the appointment of Melita Tomlinson, the sole applicant, to the Starkville Election Commission” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF THE RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2025 (GARAN MANUFACTURING REDEVELOPMENT PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$4,250,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, PURSUANT TO PLANS, INCLUDING THE TAX INCREMENT FINANCING PLAN, PRESENTED TO AND APPROVED BY THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM THE TAX INCREMENT FINANCING DISTRICT PURSUANT TO THE TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING VARIOUS FUNDS AND ACCOUNTS, INCLUDING A DEBT SERVICE RESERVE ACCOUNT; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS, IF ANY; APPROVING AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT FOR THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; APPROVING AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF A BOND PURCHASE AGREEMENT PERTAINING TO THE SALE OF THE BONDS; ENGAGING VARIOUS PROFESSIONALS IN CONNECTION WITH THE AUTHORIZATION, ISSUANCE, VALIDATION, SALE, AND DELIVERY OF THE BONDS; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval the Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing and directing the issuance of Tax Increment Financing Revenue Bonds, Series 2025 (Garan Manufacturing Redevelopment Project), of the City of Starkville, Mississippi, in the maximum principal amount of \$4,250,000, in one or more series, to provide funds for the purpose of paying or reimbursing the costs of constructing various infrastructure improvements for the use or benefit of the Garan Manufacturing Redevelopment Project, pursuant to plans, including the tax increment financing plan, presented to and approved by the municipality; prescribing the form and incidents of the bonds; providing for the collection, segregation, and distribution of the tax increment revenues to be derived from the tax increment financing district pursuant to the tax increment financing plan in an amount sufficient to pay the principal of and interest on the bonds; authorizing various funds and accounts, including a debt service reserve account; making provision for maintaining the tax-exempt status of the bonds, if any; approving and authorizing the execution of a bond purchase agreement for the bonds; acknowledging and authorizing the execution of post issuance compliance procedures; approving and authorizing the execution and distribution of a bond purchase agreement pertaining to the sale of the bonds; engaging various professionals in connection with the authorization, issuance, validation, sale, and delivery of the 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 TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2025 (GARAN MANUFACTURING REDEVELOPMENT PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$4,250,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, PURSUANT TO PLANS, INCLUDING THE TAX INCREMENT FINANCING PLAN, PRESENTED TO AND APPROVED BY THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM THE TAX INCREMENT FINANCING DISTRICT PURSUANT TO THE TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING VARIOUS FUNDS AND ACCOUNTS, INCLUDING A DEBT SERVICE RESERVE ACCOUNT; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS, IF ANY; APPROVING AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT FOR THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; APPROVING AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF A BOND PURCHASE AGREEMENT PERTAINING TO THE SALE OF THE BONDS; ENGAGING VARIOUS PROFESSIONALS IN CONNECTION WITH THE AUTHORIZATION, ISSUANCE, VALIDATION, SALE, AND DELIVERY OF THE 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:

SECTION 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 21-45-1, *et seq.*, Mississippi Code of 1972, as amended.

“Additional Bonds” shall mean bonds issued on a parity of lien with regard to the pledge of the TIF Revenues with the Bonds pursuant to the requirements of the Bond Resolution.

“Additional Bonds Resolution” shall mean any resolution of the Municipality 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 Outstanding Bonds: (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 Outstanding Bonds.

“Board” means the Board of Supervisors of the County.

“Bonds” or “Bond” shall mean the Municipality's Tax Increment Financing Revenue Bonds, Series 2025 (Garan Manufacturing Redevelopment Project), in one or more series, authorized and directed to be issued in the Bond Resolution. The Bonds shall be in the maximum principal amount of \$4,250,000, but in the actual amount sold and issued pursuant to the Bond Purchase Agreement, out of the total authorized amount of \$4,250,000.

“Bond Counsel” shall mean Watkins & Eager PLLC, Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds (a “Nationally Recognized Bond Counsel”).

“Bond Fund” shall mean the Bond Fund (Garan Manufacturing Redevelopment Project), including a Reserve Account, if any, as created by Section 2.01 of the Bond Resolution and provided for in the Interlocal Agreement.

“Bond Payments” shall mean payments of principal of, premium, if any, and interest on the Bonds, and Paying Agent charges pertaining to the Bonds, and any other payments as are provided for in the Bond Resolution regarding the payment of and security for the Bonds, and specifically including any prepayments of principal on the Bonds.

“Bond Purchase Agreement” shall mean the bond purchase agreement, commitment to finance, term sheet, or other similar agreement to be entered into between the Municipality and the Purchaser for the sale and purchase of the Bonds, attached here to as **Exhibit B**.

“Bond Resolution” shall mean this resolution adopted by the Governing Body authorizing and directing the issuance of the Bonds.

“Bondholder” or any similar term, shall mean any Person who shall be the Registered Owner of any Outstanding Bonds.

“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.

“Captured Assessed Value” shall mean, with respect to real property within the TIF District, including personal property located thereon, the amount by which the “Current Assessed Value” of such property exceeds the “Original Assessed Value,” as such terms are defined in the Act.

“Chancery Clerk” shall mean the Chancery Clerk of the County.

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

“Closing Date” with respect to the Bonds shall mean the date of issuance and delivery of the Bonds to the Purchaser.

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

“Costs of the Infrastructure Improvements” shall mean any or all of the costs of acquisition and construction of the Infrastructure Improvements for the Project.

“Counsel to the Municipality” shall mean Mitchell, McNutt & Sams, Columbus, Mississippi.

“County” shall mean Oktibbeha County, Mississippi.

“County Ad Valorem TIF Revenues” shall mean 100% of the County’s additional ad valorem tax revenues received by the County resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the Act; provided, however, that the amount of the TIF Bonds to be issued will be sized based upon 75% of the County Ad Valorem TIF Revenues.

“Debt Service Reserve Requirement” means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future Fiscal Year on all Bonds then Outstanding; (ii) 120% of the average Annual Debt Service Requirement for the Bonds; or (iii) 10% of the stated principal amount of the Bonds.

“Developer” shall mean Triangle Crossing, LLC, a Delaware limited liability company, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project.

“Development and Reimbursement Agreement” shall, collectively, mean that certain Amended and Restated Development Agreement between the Municipality and the Developer, approved by the Governing Body on March 16, 2021, as assigned by Assignment of Amended and Restated Development and Reimbursement Agreement, approved by the Governing Body on June 15, 2021.

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

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

“Governing Body” shall mean the Mayor and Board of Aldermen of the Municipality.

“Bondholder” or any similar term, shall mean any Person who shall be the Registered Owner of any Outstanding Bonds.

“Improvement Fund” shall mean the Improvement Fund (Garan Manufacturing Redevelopment Project), created by Section 2.01 of the Bond Resolution.

“Infrastructure Improvements” shall mean various public infrastructure improvements, as described further in the TIF Plan, including, but not limited to, installing or constructing various infrastructure improvements for the use or benefit of the Project, which may include but are not limited to, acquiring and

constructing improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; construction, renovation, demolition or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, and surface parking; demolition of structures; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related soft costs including, but not limited to, architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

“Interlocal Agreement” shall mean the Interlocal Cooperation Agreement between the Municipality and the County, pursuant to the Act and Sections 17-11-1 *et seq.*, Mississippi Code of 1972, as amended (the “Interlocal Act”), to be approved by the Governing Body of the Municipality, and authorized to be approved by the Board of the County, wherein the Municipality and the County agree to pay a portion of the Bonds from the TIF Revenues, as provided in the Interlocal Agreement. The Interlocal Agreement shall be approved by the Attorney General of the State, filed with the Secretary of State, and filed with the Chancery Clerk of the County.

“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, the “Independent Registered Municipal Advisor” to the Municipality.

“Municipality” shall mean the City of Starkville, Mississippi.

“Municipality Ad Valorem TIF Revenues” shall mean 100% of the Municipality's additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the Act; the amount of the TIF Bonds to be issued will be sized based upon 100% of the Municipality Ad Valorem TIF Revenues.

“Original Assessed Value” shall mean with regard to ad valorem taxes of the Municipality and the County, the assessed value of all real and personal property included in the TIF District at the time the TIF Plan was approved by the County on April 4, 2021, and by the City on March 16, 2021, as such term is defined in the Act.

“Outstanding” in connection with the Bonds shall mean, as of the time in question, all Bonds authenticated and delivered pursuant to the Bond Resolution, or any resolution authorizing and directing the issuance of any Additional Bonds, except:

(a) Bonds deemed paid pursuant to Section 9.02 hereof or pursuant to any similar provisions in any resolution authorizing and directing the issuance of any Additional Bonds; and

(b) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Sections 3.03(b), 3.04, or 3.05 hereof or pursuant to any similar provisions in any Additional Bonds Resolution.

In determining whether the Bondholders of a requisite aggregate principal amount of Outstanding Bonds have concurred in any request, demand, authorization, direction, notice, consent or waiver pursuant to the provisions hereof, unless all Outstanding Bonds 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, other institution, or the City Clerk, as designated whether herein or hereafter by the Governing Body, to make payments of the principal of and interest on the Bonds, to serve as registrar and transfer agent for the registration of owners of the 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 set out in the Bond Purchase Agreement for the payment of principal and interest on the Bonds.

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

“Procedures” shall mean the Post Issuance Compliance Procedures, in substantially the form set out in **Exhibit C** hereto.

“Project” shall mean the redevelopment of the Garan Manufacturing facility into an approximately 89,000 square foot retail development, located on Highway 12 in the Municipality, on approximately 10.1 acres, and representing a private investment of approximately \$20,000,000, known as the Garan Manufacturing Redevelopment Project, as described more fully in the TIF Plan.

“Purchaser” shall mean the purchaser or purchasers of the Bonds.

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

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

“Redevelopment Plan” shall mean the Municipality’s *Tax Increment Financing Redevelopment Plan of 2016, City of Starkville, Mississippi*, as amended from time to time, approved by the Governing Body of the Municipality on April 4, 2006.

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

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

“Reserve Account” means the debt service reserve account by that name authorized by Section 2.01 of the Bond Resolution.

“Sales Tax Rebate TIF Revenues” shall mean 100% of the City’s additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the “original sales value,” as defined and calculated in the manner set forth in the Act; provided, however, that the amount of the TIF Bonds to be issued will be sized based upon 60% of the Sales Tax Rebate TIF Revenues.

“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).

“TIF District” shall mean the tax increment financing district for the Project described in the TIF Plan.

“TIF Plan” shall mean *the Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019, As Amended and Restated February 2021*, adopted by the Board of the County on April 4, 2021, and adopted by the Governing Body of the Municipality on March 16, 2021.

“TIF Revenues” shall mean, together, the County Ad Valorem TIF Revenues, the Municipality Ad Valorem TIF Revenues, and the Sales Tax Rebate TIF Revenues.

(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.

SECTION 2. The Governing Body of the Municipality has heretofore approved the Redevelopment Plan.

SECTION 3. The Governing Body of the Municipality has heretofore on March 2, 2021, adopted a resolution declaring its intention to exercise its tax increment financing power pursuant to the Act and the Redevelopment Plan, and called a public hearing on the TIF Plan to be held on March 16, 2021. Notice of the public hearing on the TIF Plan was published in *The Starkville Daily News* on March 4, 2021. The Governing Body held a public hearing on the TIF Plan on March 16, 2021, and following the public hearing, the Governing Body adopted a resolution on March 16, 2021, approving the TIF Plan.

SECTION 4. The Board of the County adopted a resolution declaring its intention to approve the TIF Plan, pursuant to the Act and the Redevelopment Plan, and called a public hearing on the TIF Plan to be held on April 4, 2021. Notice of the public hearing on the TIF Plan was published in *The Starkville Daily News* on March 18, 2021. The Board held a public hearing on the TIF Plan on April 4, 2021, and following the public hearing, the Board adopted a resolution on April 4, 2021, approving the TIF Plan.

SECTION 5. The Governing Body of the Municipality hereby confirms and reapproves the adoption of the Redevelopment Plan and the TIF Plan.

SECTION 6. The TIF Plan and the above proceedings authorize the Municipality to use the proceeds of the Bonds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements.

SECTION 7. On March 16, 2021, the Governing Body of the Municipality adopted a resolution approving the execution of the Development and Reimbursement Agreement pertaining to the Project between the Municipality and the Developer, such Development and Reimbursement Agreement being recorded in the Minutes of the Governing Body.

SECTION 8. On June 15, 2021, the Governing Body of the Municipality adopted a resolution approving the assignment of the Development and Reimbursement Agreement pertaining to the Project between the Municipality and the Developer, such assignment of the Development and Reimbursement Agreement being recorded in the Minutes of the Governing Body.

SECTION 9. The Governing Body of the Municipality shall adopt a resolution authorizing the Municipality to enter into the Interlocal Agreement with the County and to divert a sufficient portion of its Municipality Ad Valorem TIF Revenues and a sufficient portion of its Sales Tax Rebate TIF Revenues to the payment of Bond Payments, as provided for in the Interlocal Agreement and in the Bond Resolution.

SECTION 10. The Board of the County has the authority to adopt a resolution authorizing the County to enter into the Interlocal Agreement with the Municipality and to divert a sufficient portion of its County Ad Valorem TIF Revenues to the payment of Bond Payments, as provided for in the Act, in the Interlocal Act, in the Interlocal Agreement, and in the Bond Resolution.

SECTION 11. The Ad Valorem Tax Assessment Certificate of the Tax Assessor of the County, dated December 5, 2024, is attached hereto as **Exhibit A**.

SECTION 12. Information regarding the Sales Tax Rebate TIF Revenues is attached hereto as **Exhibit A**.

SECTION 13. The Municipality is now authorized pursuant to the provisions of the Act to issue the Bonds to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements, the Bonds to be payable solely from the TIF Revenues as provided herein and in the Interlocal Agreement.

SECTION 14. The maximum aggregate principal amount of the Bonds authorized herein is \$4,250,000. The actual amount issued pursuant to the Bond Resolution shall be such amount as is actually sold and delivered pursuant to the Bond Purchase Agreement. Any authorized but unissued amount may be issued pursuant to subsequent deliberations and actions of the Municipality.

SECTION 15. The Municipality will size the principal amount of the Bonds or any series thereof so that the principal amount of the Bonds will equal the lesser of (1) such amount as can be paid from the TIF Revenues, as determined by the Municipality in accordance with fact, and (2) \$4,250,000.

SECTION 16. Pursuant to the Act and the TIF Plan, the TIF Bonds will be secured by (a) a pledge of 100% of the Municipality Ad Valorem TIF Revenues, (b) a pledge of 100% of the Sales Tax Rebate TIF Revenues, and (c) a pledge of that portion of the County Ad Valorem TIF Revenues, further detailed in the Interlocal Agreement, all as pursuant to the Interlocal Agreement between the Municipality and the County.

SECTION 17. The amount of the TIF Bonds to be issued will be sized based upon 100% of the Municipality Ad Valorem TIF Revenues, 60% of the Sales Tax Rebate TIF Revenues, and 75% of the County Ad Valorem TIF Revenues.

SECTION 18. Pursuant to the Act, the Municipality is authorized to sell the Bonds at private sale, such sale to be consummated pursuant to the Bond Purchase Agreement, and it is necessary and appropriate for the Municipality to approve and distribute the Bond Purchase Agreement, in substantially the form attached hereto as **Exhibit B**, and to authorize the Mayor to execute the Bond Purchase Agreement on behalf of the Municipality provided that: (a) the aggregate principal amount of the Bonds shall not exceed \$4,250,000, (b) the Bond Purchase Agreement shall be executed within one year of the adoption of the Bond Resolution, (c) the term of the Bonds shall not extend for more than 15 years or not longer than the remaining life of the TIF District, (d) the overall interest rate for the Bonds shall not exceed 11% per annum, and (e) the payments of principal and interest can be made from projected TIF Revenues as provided for in the Bond Resolution and in the Interlocal Agreement.

SECTION 19. 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 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 Bonds from gross income for purposes of federal income taxation since such exclusion may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

SECTION 20. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds. No more than 50% of the proceeds of the 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 four years or more.

SECTION 21. The Bonds are not “private activity bonds” as such term is defined in Section 141 of the Code.

SECTION 22. The Bond Purchase Agreement pertaining to the sale of the Bonds to the Purchaser should be approved by the Governing Body of the Municipality, and copies thereof distributed to prospective purchasers of the Bonds, in substantially the form attached hereto as **Exhibit B**.

SECTION 23. The Governing Body of the Municipality desires to approve and adopt the Post Issuance Compliance Procedures in substantially the form attached hereto as **Exhibit C**.

SECTION 24. The Municipality desires to go forward with preparation for the issuance of the Bond and in connection therewith desires to affirm and/or approve the engagement of certain professionals to assist with the issuance of the Bonds by the execution of any required letters of engagement and disclosure attached hereto as **Exhibit D**.

SECTION 25. The Governing Body does now find and determine that it is necessary, advisable, and in the public interest that the Bonds be prepared, executed, and issued as hereinafter provided.

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

**ARTICLE I.
STATUTORY AUTHORITY; SALE AND AWARD OF BONDS**

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

SECTION 1.02. ENGAGEMENT OF PROFESSIONALS. In connection with the issuance of the Bonds for the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements for the Project, the Governing Body of the Municipality affirms and/or approves the engagement of certain professionals to assist with the issuance of the Bonds and authorizes the Mayor and/or the City Clerk to execute any necessary letters of engagement and disclosure. The Governing Body of the Municipality affirms or authorizes the engagement of the following: (a) Watkins & Eager PLLC, Jackson, Mississippi, to serve as Bond Counsel; and, (b) Mitchell, McNutt & Sams, Columbus, Mississippi, to serve as Counsel to the Municipality; and (c) Stephens Inc.; Ridgeland, Mississippi, to serve as Municipal Advisor. The Mayor and the City Clerk are authorized to execute any letters of engagement and/or disclosure attached hereto as **Exhibit D**.

SECTION 1.03. SALE OF BONDS PURSUANT TO BOND PURCHASE AGREEMENT.

(a) Sale of the Bonds. The Bonds shall be sold to the Purchaser pursuant to the Bond Purchase Agreement.

(b) Bond Purchase Agreement. The Bond Purchase Agreement, in substantially the form attached hereto as **Exhibit B**, is hereby approved and authorized to be distributed, and the Mayor is authorized to execute and deliver the Bond Purchase Agreement for and on behalf of the Municipality, with such completions, changes, insertions, and modifications as shall be approved by the Mayor and the Purchaser, the execution thereof by the Mayor to be conclusive evidence of such approval by the Municipality, provided that: (a) the aggregate principal amount of the Bonds shall not exceed \$4,250,000, (b) the Bond Purchase Agreement shall be executed within one year of the adoption of the Bond Resolution, (c) the term of the Bonds shall not extend for more than 15 years or not longer than the remaining life of the TIF District, (d) the overall interest rate for the Bonds shall not exceed 11% per annum, and (e) the payments of principal and interest can be made from TIF Revenues as provided for in the Bond Resolution and in the Interlocal Agreement. The Governing Body hereby approves the execution and distribution of the Bond Purchase Agreement in substantially the form set out in **Exhibit B** hereto, to facilitate the sale of the Bonds, 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.

ARTICLE II.
ESTABLISHMENT OF FUNDS; APPLICATION OF BOND PROCEEDS

SECTION 2.01. ESTABLISHMENT OF FUNDS. There are hereby affirmed or established the following special funds.

(a) Bond Fund (Garan Manufacturing Redevelopment Project). The Bond Fund is hereby authorized and established as a special trust fund of the Municipality. The Bond Fund shall be used only for the deposit of TIF Revenues and the payment of principal of, premium, if any, and interest on the Bonds, and related payment expenses, so long as any of the Bonds remain Outstanding.

(1) Reserve Account. If required by the Municipality or the Purchaser in the Bond Purchase Agreement, the Municipality shall establish a "Reserve Account" in an amount and in accordance with the provisions to be set forth in the Bond Resolution. The Reserve Account shall be maintained with a qualified depository.

(b) Improvement Fund (Garan Manufacturing Redevelopment Project). The Improvement Fund is hereby authorized and established as a special trust fund of the Municipality. The Improvement Fund shall be held as a special trust fund separate and apart from all other funds and accounts of the Municipality. The moneys in the Improvement Fund shall be used to pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements, including without limitation the reimbursements to the Developer for the moneys advanced for the Costs of the Infrastructure Improvements, pursuant to the Development and Reimbursement Agreement and the Bond Resolution.

(c) The City Clerk and the Mayor are authorized to take such actions as are necessary to open any accounts described herein related to the Bonds with financial institutions, including, but not limited to, the Bond Fund, the Reserve Account, and the Improvement Fund.

SECTION 2.02. APPLICATION OF BOND PROCEEDS. All moneys received from the sale of the Bonds shall, on the date of delivery of the Bonds, be applied as follows:

(a) Bond Fund. A sum equal to the accrued interest, if any, received upon the sale and delivery of the Bonds shall be deposited in the Bond Fund herein established upon receipt thereof, including the:

(1) Reserve Account. If required by the Municipality or the Purchaser in the Bond Purchase Agreement, a sufficient portion of the proceeds of the sale of the Bonds shall be deposited into a Reserve Account, together with any other moneys, if any, available for such purpose, in an amount sufficient to satisfy the Debt Service Reserve Requirement.

(b) Improvement Fund. After the payment of the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and the funding of a Reserve Account, if required by the Municipality or the Purchaser in the Bond Purchase Agreement, the remaining proceeds of the sale of the Bonds shall be deposited into the Improvement Fund to pay the Costs of the Infrastructure Improvements for the Project.

ARTICLE III.
AUTHORIZATION, TERMS AND EXECUTION OF THE BONDS

SECTION 3.01. AUTHORIZATION AND TERMS OF THE BONDS; REDEMPTION PRIOR TO MATURITY. (a) In order to finance the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements, the Bonds are hereby authorized and directed to be issued. The Bonds shall be issued as fully registered bonds; shall be dated such date specified in the Bond Purchase Agreement; shall be in

the actual principal amount specified in the Bond Purchase Agreement; shall be in the denominations specified in the Bond Purchase Agreement; shall be numbered consecutively in numerical order from 1 upward; shall bear interest from the date thereof at the rates specified in the Bond Purchase Agreement, commencing on a date specified in the Bond Purchase Agreement, payable semiannually on such dates in each year as specified in the Bond Purchase Agreement; and shall mature, subject to prior redemption, if so provided in the Bond Purchase Agreement, on the dates and in the years and principal amounts specified in the Bond Purchase Agreement.

(b) The Bonds shall be issued in such actual amount as is specified in the Bond Purchase Agreement and actually sold and delivered. The remaining authorized but unissued Bonds shall then be such amount as equals \$4,250,000 less the amount issued pursuant to the Bond Resolution and the Bond Purchase Agreement.

(c) Mandatory Sinking Fund Redemption. The Bonds may be subject to mandatory sinking fund redemption if so provided in and according to the terms and conditions in the Bond Purchase Agreement.

(d) Optional Redemption.

(1) The Bonds may be subject to optional redemption prior to their respective maturities at the election of the Municipality or the Purchaser if so provided in the Bond Purchase Agreement and according to the terms and provisions as set forth in the Bond Purchase Agreement, either in whole or in part on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption.

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

(3) Notice of each redemption, if any, shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the Outstanding Bonds of a maturity are to be redeemed, the particular 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 Paying Agent may provide for the selection of portions of the principal of the Bonds, and for all purposes of the Bond Resolution, all provisions relating to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

(4) If less than all of a Bond is to be redeemed, then in such case, upon the surrender of such Bond, there shall be issued to the Registered Owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, a new Bond or Bonds of like designation, interest rate and maturity in any authorized denomination.

(5) Prior to the date fixed for redemption, if any, moneys shall be placed in trust with the Paying Agent to pay the principal amount thereof together with accrued interest to the date fixed for redemption of the Bonds called for redemption and accrued interest thereon to the redemption date, with irrevocable instructions to apply such funds to such payment on such date. Upon the happening of the above conditions, the 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 the Bond Resolution and shall not be deemed to be Outstanding pursuant to the provisions of the Bond Resolution.

SECTION 3.02. PAYMENTS OF INTEREST AND PRINCIPAL.

(a) Payments of principal shall be made without the necessity of presentation and surrender of the Bonds then due for payment at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) Payment of each installment of interest on the 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 any such Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Interest on the Bonds shall be paid and, without the necessity of presentation and surrender of the Bonds as set forth in Section 3.02 hereof, principal of the Bonds shall be paid by wire transfer or check or draft delivered to or mailed on the applicable Payment Date to the 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 or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable Payment Date to be effective as of such date.

SECTION 3.03. EXECUTION, VALIDATION, AND DELIVERY OF THE BONDS.

(a) The 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 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 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) In case any Bond shall become mutilated, stolen, destroyed, or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity, and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed, or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Bond stolen, destroyed, or lost, his filing with the Municipality or Paying Agent evidence satisfactory to them that such Bond was stolen, destroyed, or lost, and of his ownership thereof, and furnishing the Municipality or Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

(c) The 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 purchase, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale, validation, execution, and delivery of the Bonds, and the receipt of any approving opinions reasonably required by the Municipality or the Purchaser.

(d) Prior to or simultaneously with the delivery by the Paying Agent of any of the 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, validation, execution, and delivery of the Bonds; and

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

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

(f) The Paying Agent is hereby authorized upon the written approval of the Mayor and/or the City Clerk to have printed from time to time as necessary additional bond certificates, which certificates may bear the manual or facsimile seal of the Municipality and manual or facsimile signatures of the officials of the Municipality as of the date of the authorization thereof or as of the date of execution.

(g) The Bonds herein directed to be issued may be submitted to validation pursuant to the provisions of Sections 31-11-1 *et seq.*, Mississippi Code of 1972, as amended, and, to that end, if requested, 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 and issuance of the Bonds.

(h) When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation 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 or accompany each of the Bonds, over his manual or facsimile signature and impressed or facsimile seal, his certificate in substantially the form set out in Section 3.08 hereof.

SECTION 3.04. INTERCHANGEABILITY OF BONDS. The Bonds, upon surrender thereof at the office of the Paying Agent, together with an assignment duly executed on the Bond by the Registered Owner or his attorney or legal representative, may be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity, of any denomination or denominations authorized by the Bond Resolution, and bearing interest at the same rate.

SECTION 3.05. TRANSFER OF BONDS.

(a) Each Bond shall be transferable only on the books of the Municipality kept by 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 Bond, the Municipality shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond.

(b) The Municipality and the Paying Agent may deem and treat the Person in whose name any Bond shall be registered upon the books of the Municipality as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal and accrued interest on such 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 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 Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of the Bond Resolution.

SECTION 3.06. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFERS.

(a) In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Municipality shall execute and the Paying Agent, as Bond Registrar, shall authenticate and deliver Bonds in accordance with provisions of the Bond Resolution without expense to the Bondholders.

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

SECTION 3.07. PROVISIONS CONCERNING THE PAYING AGENT.

(a) The initial Paying Agent for the Bonds, which shall serve as paying agent, registrar and transfer agent, shall be such Person as is designated in the Bond Purchase Agreement. The Paying Agent shall serve as paying agent, registrar, and transfer agent for the Bonds.

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

(c) The Municipality shall pay or reimburse the Paying Agent (other than the City Clerk, if so designated) 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.

(d) (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least 60 days' written notice 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 the 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 on the effective date of the resignation or removal of the predecessor Paying Agent 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 the 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 other than the City Clerk appointed pursuant to the provisions hereof shall be a bank, trust company or national banking association 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 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 the Bond Resolution.

(e) Successor as Paying Agent. 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 pursuant to the provisions of this Section.

SECTION 3.08. FORM OF THE BONDS. The Bonds shall be in substantially the following form, with such omissions, insertions, and variations as may be approved by the Mayor and City Clerk, execution thereof to be conclusive evidence of such approval:

**STATE OF MISSISSIPPI
CITY OF STARKVILLE, MISSISSIPPI
TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2025
(GARAN MANUFACTURING REDEVELOPMENT PROJECT)**

NO. R-_____ \$_____

<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"), a political subdivision existing pursuant to the Constitution and laws of the State of Mississippi (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, on the maturity date stated above, without the necessity of the presentation and surrender of this Bond at the principal corporate trust office of _____, _____, _____, or its successor, as paying agent (the "Paying Agent") for the \$_____ Tax Increment Financing Revenue Bonds, Series 2025 (Garan Manufacturing Redevelopment Project), of the Municipality, dated and issued _____, 20__ (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this 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 will also serve as registrar and transfer agent for the Bonds, as of the fifteenth 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 Bond or from the most recent interest payment date to which interest has been paid at the rate of interest set forth above, payable on _____, 20__, and semiannually thereafter on _____ 1 and _____ 1 of each year until said principal sum is 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 fifteenth day of the calendar month preceding the applicable interest payment date.

Payments of principal of and interest on this Bond shall be made by wire transfer or check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which any Bond shall be presented and surrendered for payment as provided herein) to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable principal or interest payment date.

This Bond is issued pursuant to the authority of the Constitution and statutes of the State, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), 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 Bonds adopted _____, 20__ (the "Bond Resolution"). Capitalized terms used herein and not otherwise defined shall have the meanings given in the Bond Resolution.

This 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 \$_____ to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements (as defined in the Bond Resolution).

The Bonds are limited obligations of the Municipality payable solely from and secured by a pledge of a sufficient amount of the TIF Revenues as provided for in the Bond Resolution. This Bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State, and shall never constitute nor give rise to a pecuniary liability of the Municipality or a charge against its general credit or taxing power other than as provided in the Bond Resolution.

The Bonds are registered as to both principal and interest and are to be issued or reissued in the denomination of \$_____ each, or any integral multiple of \$_____ in excess thereof up to the amount of a single maturity.

Bonds maturing after _____ 1, 20__, are subject to redemption prior to their respective maturities at the election of the Municipality on and after _____ 1, 20__, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at a price equal to 100% of the principal amount thereof together with accrued interest to the date fixed for redemption.

At least thirty days before the redemption date of any Bonds, the City Clerk shall cause a notice of any such redemption to be filed with the Paying Agent and to be mailed, postage prepaid, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books 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 principal and accrued interest to be paid, the place or places at which payment shall be made and, if less than all of the Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed.

Less than all of a Bond may be so redeemed, and in such case, upon the surrender of such Bond, there shall be issued to the Registered Owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, a new Bond or Bonds of like series, designation, interest rate and maturity in any authorized denomination.

This 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 provided by and subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new 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.

If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Bond Resolution, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding day which is a Business Day, with the same force and effect as if done on the nominal date provided in the Bond Resolution, and no interest shall accrue for the period after such nominal date.

The Municipality in the Bond Resolution has covenanted and agreed that it will perform all duties required by law and by the Bond Resolution and that it will apply the proceeds of the Bonds to the purposes above set forth.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security pursuant to the Bond Resolution until the "Certificate of Registration and Authentication" hereon shall have been signed by the Paying Agent.

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 the Bonds, in order to make the same legal and binding limited obligations of the Municipality, according to the terms thereof, do exist, have happened, and have been performed in regular and due time, form, and manner as required by law.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the City Clerk, under the impressed or facsimile 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

Attest:

City Clerk

(seal)

Registration and Validation Certificate

I, the undersigned City Clerk of the City of Starkville, Mississippi, do hereby certify that the within 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 _____, 20__.

City Clerk

(seal)

Certificate of Registration and Authentication

This Bond is one of the Bonds described in the within-mentioned Bond Resolution and is one of the \$_____ Tax Increment Financing Revenue Bonds, Series 2025 (Garan Manufacturing Redevelopment Project) of the City of Starkville, Mississippi, dated and issued _____, 20__.

_____, _____, _____,
as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

ASSIGNMENT

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

(Name and Address of Assignee)

the within note and does hereby irrevocably constitute and appoint _____
as registrar and transfer agent to transfer the said note on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Signatory)

NOTICE: Signature(s) must be guaranteed by an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

Date of Assignment: _____

Insert Social Security Number or other Tax Identification Number of Assignee

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

ARTICLE IV. SECURITY FOR THE BONDS

SECTION 4.01. BONDS SECURED BY PLEDGE OF TIF REVENUES. The payment of the principal of, premium, if any, and interest on the Bonds shall be secured equally and ratably by a pledge of a sufficient amount of the TIF Revenues required to pay such amounts when due. A sufficient amount of the TIF Revenues is hereby irrevocably pledged to pay the principal of, premium, if any, and interest on the Bonds and to make the payments into the Bond Fund and all other payments provided for in the Bond Resolution, as the same become due and payable.

SECTION 4.02. PLEDGE OF MONEYS IN CERTAIN FUNDS AND ACCOUNTS. The amounts held in the Bond Fund are hereby pledged to the payment of the principal of and interest on the Bonds. The moneys in the Improvement Fund, to the extent not used for the payment or reimbursement of the Costs of the Infrastructure Improvements, are pledged to the use described in Section 6.01 hereof.

SECTION 4.03. RIGHTS OF REGISTERED OWNERS. The pledges made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be for the equal benefit, protection, and security of the Registered Owners of any and all Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction. Should there be a failure in any year to comply with the requirements of this Article, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year.

SECTION 4.04. BONDS ARE LIMITED OBLIGATIONS. The Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State but shall be payable solely from a sufficient amount of the TIF Revenues, as provided in the Bond Resolution and in the Interlocal Agreement. 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 Bonds or the making of any other payments provided for in the Bond Resolution other than to the extent provided herein.

ARTICLE V. TIF REVENUES AND APPLICATION THEREOF

SECTION 5.01. TIF REVENUES. While the Bonds are Outstanding, the TIF Revenues sufficient to provide for the deposits hereinafter required by this Article shall be deposited into the Bond Fund in accordance with this Article and in accordance with the provisions of the Interlocal Agreement; provided, however, that when and so long as no further deposits are required to be made into the Bond Fund, then no further deposits shall be made. The Bond Fund shall constitute a special trust fund for the purposes provided in the Bond Resolution and shall be kept separate and distinct from all other funds of the Municipality and used only in the manner provided for in the Bond Resolution.

SECTION 5.02. BOND FUND; DISCONTINUANCE OF PAYMENTS.

(a) Deposit of Ad Valorem TIF Revenues. County Ad Valorem TIF Revenues received by the Municipality from the County shall be received and deposited into the Bond Fund and those moneys provided for in the Bond Resolution and in the Interlocal Agreement shall be set aside or allocated to and deposited in the Bond Fund to provide for the Bond Payments on each Payment Date. Municipality Ad Valorem TIF Revenues are to be set aside and allocated to the Bond Fund pursuant to the Interlocal Agreement and to the Bond Resolution and shall be deposited in the Bond Fund.

(b) Deposit of Sales Tax Rebate TIF Revenues. Sales Tax Rebate TIF Revenues are to be set aside and allocated to the Bond Fund pursuant to the Interlocal Agreement and to the Bond Resolution and shall be deposited in the Bond Fund.

(c) Pledge of TIF Revenues. A sufficient portion of all TIF Revenues are pledged to the payment of the Bonds and, to the extent needed to provide for the Bond Payments, shall be deposited in the Bond Fund as provided hereinafter.

(d) Bond Fund (Garan Manufacturing Redevelopment Project). There shall be deposited into the Bond Fund from available TIF Revenues such amount that, together with moneys on deposit therein, will provide a sum for the payment of principal equal to the amount needed 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), and a sum for the payment of interest equal to the amount of interest to come due through to the next installment of principal.

(e) Additional Deposits to Bond Fund. In addition to the deposits into the Bond Fund described above in this Section, there shall also be deposited into the Bond Fund:

(1) the accrued interest, if any, received upon delivery of the Bonds as provided in Section 2.02(a) hereof;

(2) any income received from investment of moneys on deposit in the Bond Fund;

(3) any balance remaining in the Improvement Fund following completion of the Infrastructure Improvements for the Project or final reimbursement of the Costs of the Infrastructure Improvements which is transferred to the Bond Fund pursuant to Section 6.01 hereof; and

(4) any other funds available to the Municipality which may lawfully be used for payment of the principal of and interest on the Bonds and which the Governing Body, in its discretion, directs to be deposited into the Bond Fund.

(f) No Further Payments. No further payments into the Bond Fund shall be required when the aggregate amount of moneys in the Bond Fund 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.

SECTION 5.03. INVESTMENT OF MONEYS ON DEPOSIT IN THE FUNDS. The moneys at any time on deposit in any fund provided for by the Bond Resolution, including the Improvement Fund herein established, not immediately required for disbursement for the purposes for which such Funds are established, shall be invested in such instruments or investments as are permissible under applicable law or regulations of the State. The income received on the investment of any such moneys shall be credited to the fund for which such investments are made except as specifically provided in this Article. Provided, however the income received on any investments in the Improvement Fund shall be credited to such Improvement Fund until the Infrastructure Improvements for the Project are complete or final reimbursement of the Costs of the Infrastructure Improvements. Provided, however, that the investment income, if any, from assets held under the Reserve Account, if any, shall be retained in the Reserve Account to the extent of any deficiency in the Debt Service Reserve Requirement.

ARTICLE VI. IMPROVEMENT FUND

SECTION 6.01. IMPROVEMENT FUND (GARAN MANUFACTURING REDEVELOPMENT PROJECT). Pursuant to Article II hereof, the proceeds of the Bonds remaining after the deposit to the Bond Fund, if any, shall be irrevocably deposited by the Municipality into the Improvement Fund. Moneys in the Improvement Fund shall be applied solely first to pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and then to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements, including without limitation reimbursements to the Developer for the moneys advanced for the Costs of the Infrastructure Improvement. Any balance remaining in the Improvement Fund after completion of the Infrastructure Improvements for the Project or final reimbursement of the Costs of the Infrastructure Improvements shall be transferred to the Bond Fund and applied to the payment of the interest, and then to the payment of principal, on the Bonds on any Payment Date following such transfer.

ARTICLE VII. COVENANTS OF THE MUNICIPALITY

SECTION 7.01. ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF TIF REVENUES. Except upon the conditions and in the manner provided in Article IX hereof, the Municipality will not issue any other obligations payable from the TIF Revenues, 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, upon any of the TIF Revenues.

Other than with regard to Additional Bonds, all obligations subsequently issued by the Municipality secured by TIF Revenues shall contain an express statement that such obligations are junior, inferior, and subordinate in all respects to the Bonds as to lien on and source of and security for payment from the TIF Revenues, and in all other respects.

SECTION 7.02. NON-ARBITRAGE COVENANTS REGARDING BONDS.

(a) The Municipality covenants and certifies to and for the benefit of the Registered Owners of the 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 Bonds, including amounts treated as proceeds, if any, which will cause the 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 Bonds, at the time of such action, investment or use.

(b) (1) The Governing Body has made findings indicating that no rebate relating to the Bonds will be required to be made pursuant to the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Bonds, then the Municipality hereby covenants that it 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 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 covenant, the Municipality hereby further covenants and certifies that: (A) prior to delivery of the Bonds, it shall have received written instructions from Nationally Recognized Bond Counsel with respect to actions which will, pursuant to Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the 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 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 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 Bonds in a manner or for a price which would cause any of the 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 "fair market value."

(e) The Municipality will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as the Paying Agent or any Bondholder shall reasonably request in writing.

SECTION 7.03. COVENANTS REGARDING PRIVATE USE PERTAINING TO BONDS; COVENANTS AND REPRESENTATIONS REGARDING TAX-EXEMPT STATUS.

(a) No party (other than a governmental unit) which shall use all or any part of the property with respect to which all or any part of the proceeds of the Bonds are expended shall make any payments to the Municipality (other than normal and customary taxes due and payable to the Municipality, or other than normal and customary utility user fees due and payable from use as members of the general public) which are in any way related to any property with respect to which the proceeds of the Bonds are expended or in any other way related to the Bonds, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of principal of or interest on the Bonds payable during such year, unless the Municipality shall have received an opinion of Nationally Recognized Bond Counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(b) The Bonds are secured by and payable from the TIF Revenues. Such taxes are generally applicable taxes which are enforced contributions exacted pursuant to legislative authority in the exercise of the taxing power that are imposed and collected for the purpose of raising revenue to be used for governmental purposes. Such taxes also have a uniform tax rate that is applied to all Persons of the same classification in the appropriate jurisdiction and a generally applicable manner of determination and collection. No taxpayer has entered into an impermissible agreement with the Municipality relating to the payment of such taxes (e.g., an agreement to be personally liable on a tax that does not generally impose personal liability, to provide additional credit support such as a third party guarantee, or to pay unanticipated shortfalls; an agreement regarding the minimum market value of property subject to property tax; and an agreement not to challenge or seek deferral of the tax).

(c) None of the proceeds of the Bonds will be used to make or finance loans for Persons other than governmental units.

(d) 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 (i) were or are to be sold at substantially the same time as the Bonds, (ii) were or are to be sold pursuant to the

same plan of financing as the financing plan for the Bonds, and (iii) are payable directly or indirectly by the Municipality or from the source from which the Bonds are payable. The Municipality further covenants and certifies that there are no additional facts or circumstances which may further evidence that the Bonds are part of any other issue of obligations.

(e) The Municipality covenants and certifies that no payment of principal of or interest on the 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 proceeds of the Bonds 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 pursuant to federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration, or any similar federally chartered corporation other than: (A) the investment of the proceeds of the 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 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 Department of the Treasury of the United States of America; or (E) other investments permitted pursuant to regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(f) The Municipality covenants and certifies that, notwithstanding any provision of the 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 Bonds from gross income for purposes of federal income taxation, and it will take such actions 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.

(g) The Mayor and/or City Clerk are hereby authorized to execute one or more certificates in connection with the sale and delivery of the Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Bonds, and setting forth certain covenants, stipulations, and certifications with respect to the investment, use and expenditures of the proceeds of the Bonds, the use of property financed with proceeds of the Bonds, the sources of payment of the Bonds, and other similar matters. The Municipality hereby covenants to comply with all such covenants, stipulations and certifications. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate pursuant to the Code or Subsection 148(f) Regulations.

(h) 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 Section 7.02 and Section 7.03 hereof are not required to be made in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not make such computations, deposits or payments; or, to the effect that compliance with any of the covenants set forth in Section 7.02 and Section 7.03 hereof is not necessary in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not comply with such covenants except to the extent provided in such opinion.

(i) The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds, and no more than 50% of the proceeds of the 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 four (4) years or more.

ARTICLE VIII. DEFAULT

SECTION 8.01. **EVENT OF DEFAULT.** An “Event of Default” as used in the Bond Resolution shall mean either of the following: (1) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due; (2) failure to comply with any other of the covenants of the Municipality set out in the 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 (3) filing by the Municipality of a petition pursuant to federal bankruptcy laws or a petition seeking composition of indebtedness pursuant to any other applicable federal or state laws.

The Bondholders of not less than 25% of the aggregate principal amount of the Outstanding Bonds may, upon an Event of Default, 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 of the acts or duties to be performed by the Municipality pursuant to the provisions of the Act and the Bond Resolution to the extent allowed by law. The Bondholders of not less than 51% in aggregate principal amount of the Bonds then Outstanding may appoint a trustee for the Bondholders of all Outstanding Bonds with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders pursuant to the Bond Resolution.

Nothing contained in the Bond Resolution shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Municipality to pay the principal of and interest on each of the Bonds issued hereunder to the respective Bondholders thereof at the time and place and in the manner expressed in the Bonds.

ARTICLE IX. ADDITIONAL BONDS; DEFEASANCE

SECTION 9.01. **ADDITIONAL BONDS.** (a) No Additional Bonds shall be issued unless all of the following conditions are complied with:

(1) The Municipality must be current in all deposits into the Bond Fund, including the Reserve Account, and all payments theretofore required to have been deposited or made by it pursuant to the provisions of the Bond Resolution.

(2) (A) The consent of the Bondholders of 100% of the then Outstanding Bonds to the issuance of such Additional Bonds shall have been obtained, or (B) the amount of the TIF Revenues during any 12 consecutive months of the 18 months immediately preceding the delivery of the Additional Bonds will be at least equal to 120% of the Maximum Annual Debt Service Requirement, calculated by including the debt service on the Bonds and the proposed Additional Bonds.

(3) The Additional Bonds shall be issued for a purpose or purposes authorized by the Act and the TIF Plan.

(b) Such Additional Bonds:

(1) shall be dated, shall bear interest at a rate or rates not in excess of the rate then permitted by applicable law, and shall be payable as to principal and interest and shall mature on any Payment Date as shall be specified in the Additional Bonds Resolution;

(2) shall have such particular designations added to their title as the Municipality may determine, and may be in such denominations as shall be specified in the Additional Bonds Resolution; and

(3) may contain provisions for the redemption thereof at such prices, including principal and accrued interest, at such time or times, upon such notice, in such manner, and upon such other terms and conditions as shall be specified in the Additional Bonds Resolution.

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

(d) The Municipality shall not issue any obligations whatsoever payable from the TIF Revenues which rank equally as to lien and source and security for their payment from such TIF Revenues with the Bonds, except in the manner and pursuant to the conditions provided in this Section. Junior and subordinate bonds may be issued from time to time within the discretion of the Municipality.

SECTION 9.02. DEFEASANCE OF BONDS. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders of all 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 the Bond Resolution, then the pledge of any TIF Revenues, and other moneys and securities pledged pursuant to the Bond Resolution and all covenants, agreements, and other obligations of the Municipality to the Bondholders, shall thereupon cease, terminate, become void, and be discharged and satisfied.

Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and 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 Bonds of a series 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 the Bonds are to be redeemed on a date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on said date, (b) there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or moneys 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 obligations 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 when due will provide money which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal and accrued interest, if applicable, and interest due and to become due on the Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event the 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 Bonds on such date and notice to the Bondholders of such Bonds has been given that the deposit required by (b) above has been made with the Paying Agent and that the Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal and accrued interest, if applicable, on the Bonds. Neither investments nor moneys 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 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 5.03 of the Bond Resolution maturing at times and in amounts sufficient to pay when due the principal and accrued interest, if applicable, and interest due or to become due on the Bonds to the redemption 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.

ARTICLE X. MISCELLANEOUS

SECTION 10.01. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, the 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 Bondholders of any and all of the Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Bonds over any other thereof except as expressly provided therein and herein.

SECTION 10.02. MODIFICATION OR AMENDMENT. (a) No material modification or amendment of the Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Bondholders of two-thirds or more in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to pay the interest and principal on the Bonds, as the same mature and become due, from the TIF Revenues, or reduce such percentage of Bondholders of the Bonds required above for such modification or amendment without the consent of the Bondholders of all of the Bonds.

(b) The foregoing shall not be construed to prohibit supplemental amendments of the 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 the Bond Resolution;

(2) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in the Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising pursuant to the 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 the Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Bondholders of the Bonds; or

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

(c) Notwithstanding any provision herein to the contrary, the Bond Resolution may be amended by resolution of the Municipality prior to the delivery of the Bonds with the consent of the Purchaser.

SECTION 10.03. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions of the 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 the Bond Resolution or of the Bonds or interest thereon.

SECTION 10.04. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds, or the date on which any moneys are required to be deposited into any fund or account pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located 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 10.05. ALLOCATION OF MONEYS. Whenever any amounts are required by the Bond Resolution to be on deposit in a specified fund or account pursuant hereto, 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 moneys of the Municipality in a combined deposit or investment.

SECTION 10.06. BOND RESOLUTION FOR BENEFIT OF MUNICIPALITY, PAYING AGENT, AND REGISTERED OWNERS. Nothing in the 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 Bonds, any right, remedy, or claim pursuant to or by reason of the Bond Resolution or any covenant, condition, or stipulation hereof, and all covenants, stipulations, promises, and agreements in the Bond Resolution contained shall be for the sole and exclusive benefit of the Municipality, the Paying Agent, and the Registered Owners of the Bonds.

SECTION 10.07. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approves and adopts the Post Issuance Compliance Procedures in substantially the form set out in **Exhibit C** hereto.

SECTION 10.08. CERTIFICATES OF TAX ASSESSOR OF THE COUNTY AND MISSISSIPPI DEPARTMENT OF REVENUE. The City Clerk is hereby authorized and directed to request and deliver certificates each year from the Tax Assessor of the County and the Mississippi Department of Revenue while the TIF Plan is in effect certifying the Captured Assessed Value of the real and personal property of the Municipality and the County included in the TIF Plan and the diversion of Sales Tax Rebate TIF Revenues to the Municipality, in substantially the forms attached hereto as **Exhibit A**.

SECTION 10.09. BOOK-ENTRY ONLY SYSTEM. Notwithstanding anything herein to the contrary and unless specifically declined by the Purchaser of the Bonds, the Bonds shall be initially issued in the form of a separate, single, and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, all of the Outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipal 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 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 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 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 Bonds. Notwithstanding any other provision of the Bond Resolution to the contrary, the Municipal and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Bond Register as provided in the 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 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 Bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to the 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 the

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 the Bond Resolution shall refer to such new nominees of DTC.

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 beneficial owners of the Bonds that they be able to obtain certificated 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 Bond certificates to such successor securities depository or (b) notify DTC and DTC participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the 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 Bonds shall designate, in accordance with the provisions of the Bond Resolution.

Notwithstanding any other provision of the Bond Resolution to the contrary, so long as any of the Bonds is 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 Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE XI.

FURTHER ACTION; REPEALING CLAUSE AND EFFECTIVE DATE; DESIGNATION OF BONDS

SECTION 11.01. **FURTHER ACTION.** The Mayor and the City Clerk are hereby authorized to execute such documents, instruments, certificates, and papers, and do such acts and things as may be necessary or appropriate in connection with the authorization, issuance, sale, validation, and delivery of the Bonds.

SECTION 11.02. **REPEALING CLAUSE AND EFFECTIVE DATE.** All ordinances, resolutions, or orders of the Governing Body in conflict with the provisions of the Bond Resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, the Bond Resolution shall become effective immediately upon the adoption thereof.

SECTION 11.03. **DEDICATION OF IMPROVEMENTS.** If it is in the best interests of the Municipality, the provisions of the Act requiring dedication of the “redevelopment project” to the Municipality shall not apply to such improvements that are constructed on the privately-owned portion of the Project.

Exhibit A

Information regarding Sales Tax Rebate TIF Revenues and Certificate of Tax Assessor of Oktibbeha County, Mississippi

Exhibit A

Information regarding Sales Tax Rebate TIF Revenues

and

Certificate of Tax Assessor of Oktibbeha County, Mississippi

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

October 8, 2024

Greg Duke, CPA
Office Director of Business Tax
Mississippi Department of Revenue
greg.duke@dor.ms.gov

Re: *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019, as Amended and Restated February 2021 (TIF Plan)*

Dear Greg:

As an incentive for the redevelopment of the 10.1-acre site formerly occupied by the Garan Manufacturing facility, the City of Starkville approved a TIF Plan which established the redevelopment project known as the "Garan Manufacturing Redevelopment Project." This project has been redeveloped into a shopping center that currently includes the following businesses:

Marshall's	611 MS-12, Starkville, MS 39759	Ulta	621 MS-12, Starkville, MS 39579
Five Below	631 MS-12 Starkville, MS 39759	Rack Room	641 MS-12, Starkville, MS 39579
Petsmart	651 MS-12 Starkville, MS 39759	Buff City Soap	661 MS-12 Starkville, MS 39759
El Rodeo	665 MS-12 Starkville, MS 39759	SportClips	667 MS-12 Starkville, MS 39759
Aldi	617 MS-12 Starkville, MS 39759	Aspen Dental	681 MS-12 Starkville, MS 39759
Verizon	605 MS-12 Starkville, MS 39759	Starbucks	601 MS-12 Starkville, MS 39759

This letter confirms that prior to October 2022, which is when the first businesses opened in the redevelopment project, no business subject to sales tax was previously located inside the redevelopment project.

Please let me know if the Department of Revenue needs further information to issue its annual certifications of sales taxes diversions from the project to the City.

Sincerely,



Mayor Lynn Spruill

Cc: Mark Castleberry
Brad Davis, Esq.
Christiana Sugg, Esq.

ASSESSMENT CERTIFICATE OF OKTIBBEHA COUNTY TAX ASSESSOR

I, JoHelen Walker, Tax Assessor of Oktibbeha County, Mississippi (the "County"), do hereby certify as follows with regards to certain real property including personal property located thereon (collectively the "TIF District Property") all as described in Exhibit A attached hereto and in the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019, as Amended and Restated February 2021* (the "TIF Plan") adopted by the City of Starkville, Mississippi (the "City"), said real and personal property being located within the Tax Increment Financing District established by the City:

1) The "Original Assessed Value", as such term is defined under Sections 21-45-1, et seq., Mississippi Code of 1972, as amended (the "Act"), and particularly Section 21-45-21 of the Act, of the TIF District Property as of January 1, 2019, was \$155,579 according to its then most recently determined valuation, consisting of \$0.0 in real property and improvements and \$155,579 in personal property.

The "Original Assessed Value" resulted in:

CITY TAXES:	\$ 4,143 at 26.63 mills
COUNTY TAXES:	\$ 8,652 at 55.61 mills
SCHOOL TAXES:	\$ 10,118 at 65.03 mills

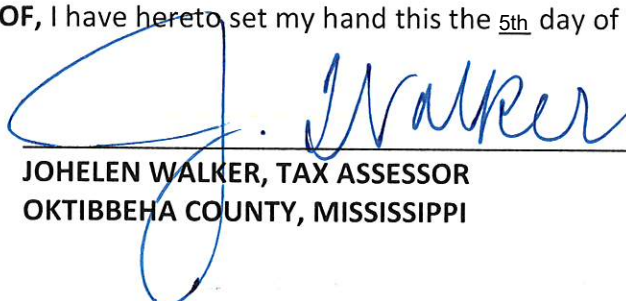
2) The "Current Assessed Value", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property as of January 1, 2024, is \$2,549,747 according to the most recently determined valuation, consisting of \$1,755,514 in real property and \$794,233 in personal property.

3) The "Captured Assessed Value", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property, as of January 1, 2024, is \$2,394,168 according to the most recently determined valuation, consisting of \$1,755,514 in real property and \$638,654 in personal property.

4) The incremental increase in ad valorem taxes for the 2024 tax year (being due and payable on or before February 1, 2025) resulting from ad valorem taxation by the City and County, when applied to the Captured Assessed Value is:

CITY TAXES:	\$ 76,613 at 32 mills
COUNTY TAXES:	\$131,943 at 55.11 mills
*SCHOOL TAXES:	\$157,991 at 65.99 mills

IN WITNESS WHEREOF, I have hereto set my hand this the 5th day of December, 2024.



JOHELEN WALKER, TAX ASSESSOR
OKTIBBEHA COUNTY, MISSISSIPPI

**EXHIBIT A TO
ASSESSMENT CERTIFICATE OF OKTIBBEHA COUNTY TAX ASSESSOR**

REAL PROPERTY & IMPROVEMENTS TAX YEAR 2024

Parcel	True Value	Assessed Value
102F-00-053.00	\$393,000	\$58,950
102F-00-053.01	\$629,540	\$94,431
102F-00-053.02	\$1,951,150	\$292,673
102F-00-053.03	\$8,729,730	\$1,309,460
<i>Subtotal Real:</i>	<i>\$11,703,420</i>	<i>\$1,755,514</i>

PERSONAL PROPERTY TAX YEAR 2024

Address	True Value	Assessed Value
651 HWY 12 West	\$558,812	\$83,822
611 HWY 12 West	\$840,938	\$126,141
621 HWY 12 West	\$1,530,538	\$229,581
631 HWY 12 West	\$451,116	\$67,668
641 HWY 12 West	\$618,277	\$92,742
661 HWY 12 West	\$53,017	\$7,952
665 HWY 12 West	\$207,475	\$31,121
667 HWY 12 West	\$32,633	\$5,385
671 HWY 12 West	\$620,831	\$93,124
681 HWY 12 West	\$78,442	\$11,766
605 HWY 12 West	\$299,541	\$44,931
<i>Subtotal Personal:</i>	<i>\$5,291,620</i>	<i>\$794,233</i>

	True Value	Assessed Value
CURRENT VALUES TAX YEAR 2024:	\$16,995,040	\$2,549,747



November 6, 2024

Triangle Crossing, LLC
c/o Matthew Phillips
832 Georgia Avenue
Suite 300
Chattanooga, TN 37402

Via Email Only: mphillips@risepartners.net

Re: Garan Manufacturing Site, 601 MS Highway 12, Starkville,
Mississippi (the "Project")

Dear Matthew:

Your office has requested information regarding sales taxes diverted from the Project to the Redevelopment Project Fund pursuant to Mississippi Economic Redevelopment Certificate ER-009A.

- For the 12-month period ending February 2023, sales tax diversions from the Project were \$246,108.05.
- For the 12-month period ending February 2024, sales tax diversions from the Project were \$1,811,858.14.

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

Sincerely,

Greg Duke, CPA
Director, Office of Business Tax

Exhibit B

Bond Purchase Agreement

Sales Parameters Sheet

City of Starkville, Mississippi \$4,250,000 Tax Increment Financing Revenue Bonds, Series 2025 (Garan Manufacturing Redevelopment Project) (the "Bond" or "Bonds")

Issuer: City of Starkville, Mississippi (the "Municipality")
Municipal Advisor: Stephens Inc., Ridgeland, Mississippi
Bond Counsel: Watkins & Eager PLLC, Jackson, Mississippi

Project: The redevelopment by Triangle Crossing, LLC (the "Developer") of the former Garan Manufacturing facility into an approximately 89,000 square foot retail development, located on approximately 10.1 acres on Highway 12 in the Municipality, specifically described in the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019, As Amended and Restated February 2021*, adopted by the Board of Supervisors of Oktibbeha County, Mississippi (the "County") on April 4, 2021, and adopted by the Mayor and Board of Aldermen (the "Governing Body") of the Municipality on March 16, 2021 (together, the "TIF Plan"), known as the Garan Manufacturing Redevelopment Project or Triangle Crossing (the "Project").

Purpose: The proceeds of the Bonds will be used to: (a) reimburse a portion of the costs of certain Infrastructure Improvements, as described below and in the TIF Plan, (b) fund a debt service reserve fund, if required, and (c) pay the costs of the authorization, issuance, sale, validation, and delivery of the Bonds.

Infrastructure Improvements: Proceeds of the Bonds will be used to reimburse the costs of constructing various infrastructure improvements for the use or benefit of the Project, which may include but are not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, parking structures, relocation of electrical lines, lighting, signalization, landscaping of rights-of-way, related architectural/engineering fees, attorney's fees, TIF plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

Bonds: Tax Increment Financing Revenue Bonds, Series 2025
(Garan Manufacturing Redevelopment Project)

Amount:	Maximum principal amount of \$4,250,000
Tax Status:	The Bonds will be exempt from income taxes of the State of Mississippi, exempt from federal income taxes, and will NOT be "qualified tax-exempt obligations" based upon Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").
Term:	The term of the Bonds is 15 years from date of issuance, with a final maturity of March 1, 2040.
Structure:	Annual principal payments beginning March 1, 2026, and semi-annual interest payments on March 1 and September 1, beginning _____ 1, 2025. Final maturity of March 1, 2040. The schedule of estimated mandatory sinking fund payments is attached as Exhibit A .
Optional Redemption:	The Municipality prefers the option to redeem or refund the Bonds either in whole or in part on any date on or after March 1, 2030, at the principal amount thereof together with accrued interest to the date fixed for redemption, or earlier.
Security:	Pursuant to the TIF Plan and the resolution adopted by the Governing Body of the Municipality on January 21, 2025, authorizing and directing the issuance and sale of the Bonds (the "Bond Resolution"), the Bonds will be secured solely by a pledge of the increased ad valorem taxes (both real and personal) of the Municipality and the County, and a pledge of the increased municipal sales tax rebates to the Municipality generated within the TIF District (as defined and described in the TIF Plan), as set forth with more particularity in the TIF Plan and below: The Bonds will be <u>secured</u> by 100% of the incremental increases in ad valorem taxes (both real and personal) of the Municipality, and 100% of the incremental increases in ad valorem taxes (both real and personal) of the County, and 100% of the incremental increase in the amount of municipal sales tax rebates to the Municipality generated within the TIF District. Provided, however, that the Bond will be <u>sized</u> based upon 100% of the incremental increases in ad valorem taxes (both real and personal) of the Municipality, 75% of the incremental increases in ad valorem taxes (both real and personal) of the County, and 60% of the incremental

increases in the amount of municipal sales tax rebates to the Municipality generated within the TIF District.

The Bonds will never be a general obligation of the Municipality, will not be secured by the full faith, credit, and taxing power of the Municipality, nor create any other pecuniary liability on the part of the Municipality other than the pledge of the incremental increases in the ad valorem taxes (both real and personal) and municipal sales tax rebates set forth above.

Debt Service Reserve Fund:

A portion of the proceeds of the Bonds may be used to fund a debt service reserve fund, equal to the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future Fiscal Year on all Bonds then outstanding; (ii) 120% of the average Annual Debt Service Requirement for the Bonds; or (iii) 10% of the stated principal amount of the Bonds.

Paying Agent:

The Municipality prefers to have the City Clerk act as Paying Agent. Please indicate your interest (and fee, if any) in serving as Paying Agent, otherwise, the Municipality will have the City Clerk act as Paying Agent.

Bond Ratings:

None on this issue.

Bond Insurance:

None on this issue.

Payment Record:

The Municipality has never defaulted on any of its debt obligations.

Interest Rate:

Provide interest rate on **Exhibit A**. Interest shall be calculated 30/360 unless otherwise indicated. Please assume a closing/funding date of _____, 2025.

Privately Negotiated Transaction:

It is the expectation of the Municipality that the Bonds shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service. The Purchaser will be required to represent that its present intention is to hold the Bonds to maturity or earlier redemption and to make other standard representations included in an investment letter. If the Purchaser has a different preference, please specify via **Exhibit A**.

Conditions Precedent to Financing:

Including, but not limited to, the following:

(i) Execution of all reasonable documentation as may be requested by the Purchaser relating to the Bonds in form and substance satisfactory to the Purchaser.

(ii) Receipt of an opinion of Bond Counsel, in form and substance satisfactory to the Purchaser and including without limitation, due authorization, enforceability, and compliance with all applicable laws.

(iii) Receipt of and satisfactory review by the Purchaser of all applicable ordinances and evidence of authority.

(iv) Receipt of an opinion from Bond Counsel confirming tax-exempt status of the Bonds.

Remedies:

The Purchaser shall have all of the rights and remedies set forth in the financing documents, and available at law and in equity, for the enforcement thereof.

Legal Opinions:

Legal matters incident to the authorization and issuance of the Bonds are subject to the unqualified approving opinion of Bond Counsel.

Disclaimer:

This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Purchaser and the Municipality. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies, or other provisions that may be contained in documents required to consummate this financing.

Proposal Process:

The Municipal Advisor and the Municipality may, at any time prior to the selection of a Purchaser, reject any and all proposals and cancel this Term Sheet, without liability therefor, upon finding it would be in the Municipality's interest to cancel this Term Sheet. Further, regardless of the number and quality of proposals submitted, the Municipal Advisor and the Municipality shall under no circumstances be responsible for any costs and expenses of any Purchaser incurred in submitting a response to this Term Sheet. Any Purchaser who submits a response does so solely at their own risk and expense. The Municipal Advisor and the Municipality accept no responsibility for the return of successful or unsuccessful proposals. This Term Sheet in no way obligates the Municipal Advisor and the Municipality to

make a selection. Acceptance of financing and related terms is subject to approval by the Municipality, as evidenced by the execution of **Exhibit A**.

Acceptance: Submission of proposals, in response to this Term Sheet, constitutes acceptance of all conditions, requirements, and limitations described in this Term Sheet.

Basis for Award: The Bonds will be awarded to the Purchaser producing the lowest interest cost to the Municipality and with the terms most advantageous to the Municipality, including, but not limited to, Paying Agent fees, underwriting fees, bank counsel fees, and early redemption provisions.

Investment Letter: The Purchaser will be required to deliver an Institutional Investment Letter to the Municipality, the Municipal Advisor, and Bond Counsel, which also states, among other usual and customary matters, that it intends to hold the obligation until maturity, early redemption, or mandatory tender, and has performed its own due diligence, evaluation, and investment decision without reliance upon others.

Exhibit A

OFFICIAL PROPOSAL FORM

To: City of Starkville, Mississippi (the "Municipality")

Re: \$4,250,000 Tax Increment Financing Revenue Bonds, Series 2025 (Garan Manufacturing Redevelopment Project) (the "Bond" or the "Bonds").

Term Bond maturing on March 1, 2040, at _____% per annum.

Due March 1	Principal Amount*
2026	\$164,000
2027	\$173,900
2028	\$184,400
2029	\$195,400
2030	\$207,200
2031	\$219,600
2032	\$232,800
2033	\$246,800
2034	\$261,600
2035	\$277,300
2036	\$293,900
2037	\$311,600
2038	\$330,300
2039	\$350,200
2040	\$809,000
Total	\$4,250,000

*preliminary; subject to change

Paying Agent Fee (if any): \$_____

Call Provision*: _____

*The Municipality would prefer an optional redemption at any time on or after 3/1/2030, or earlier.

Other provisions of proposal (if any): _____

Respectfully submitted,

By: _____

Name: _____

Title: _____

Date: _____

Approved and accepted by:

City of Starkville, Mississippi

Mayor

Date: _____

Exhibit C

Post Issuance Compliance Procedures

**\$4,250,000 TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2025
(GARAN MANUFACTURING REDEVELOPMENT PROJECT)
CITY OF STARKVILLE, MISSISSIPPI**

**PROCEDURES FOR POST-ISSUANCE COMPLIANCE
TAX-EXEMPT FINANCINGS**

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 Issuer shall 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 Issuer 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 Issuer designates the City Clerk of the Municipality and the Director of Finance of the Municipality (together, the “Responsible Party”) as the primary person responsible for compliance with this policy. The Responsible Party will coordinate efforts with the Board and parties working with the Issuer 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 Issuer will maintain a copy of the following documents on file at all times:

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

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

With respect to each issue of tax-exempt bonds, the Issuer hereby requires, and each Issuer 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 Issuer 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 Party is 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 Party shall monitor compliance with rebate and yield restriction rules on an annual basis.

With respect to each issue of tax-exempt bonds, the Issuer 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 Party is 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 Party 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 Issuer shall 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 Issuer is not in compliance with the arbitrage requirements imposed by the Code or the Issuer has taken a deliberate 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 Issuer determines or is advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Issuer 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 Issuer are selected for examination by the IRS, the Issuer shall retain qualified and experienced counsel to represent the Issuer and shall work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Issuer.

Policy Supplemental to all Existing Policies

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

Approved as of this date, _____, 2025.

City of Starkville, Mississippi

City Clerk

Director of Finance

(seal)

Exhibit D

Letters of Disclosure and Engagement

8. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING AND APPROVING THE FORM OF AN INTERLOCAL COOPERATION AGREEMENT WITH OKTIBBEHA COUNTY, MISSISSIPPI, IN SUPPORT OF THE GARAN MANUFACTURING REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, Adopting and approving the form of an Interlocal Cooperation Agreement with Oktibbeha County, Mississippi, in support of the Garan Manufacturing Redevelopment Project; authorizing the execution of the interlocal cooperation agreement; 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, ADOPTING AND APPROVING THE FORM OF AN INTERLOCAL COOPERATION AGREEMENT WITH OKTIBBEHA COUNTY, MISSISSIPPI, IN SUPPORT OF THE GARAN MANUFACTURING REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT; 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, and adjudicates as follows:

1. Pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “TIF Act”), the Municipality is authorized to undertake and carry out “redevelopment projects,” as defined therein, utilizing tax increment financing.

2. Pursuant to the TIF Act, the Governing Body has received and has conducted hearings on the “*Tax Increment Financing Redevelopment Plan, Starkville, Mississippi, February 2006*,” adopted April 4, 2006 (the “Redevelopment Plan”), after publication of notice of hearing and after a hearing on the Redevelopment Plan as required by the TIF Act. The Redevelopment Plan constitutes a qualified plan under the TIF Act.

3. Pursuant to the TIF Act, the Governing Body has received and has conducted hearings on the “*Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019, As Amended and Restated February 2021*” (the “TIF Plan”), and has approved the TIF Plan on March 16, 2021, after publication of notice of hearing on March 4, 2021, and after a hearing on the TIF Plan on March 16, 2021, as required by the TIF Act. The TIF Plan constitutes a qualified plan under the TIF Act.

4. Triangle Crossing, LLC (the “Developer”), is proposing to redevelop an approximately 89,000 square foot retail development and related improvements strategically located off Highway 12 in the Municipality (the “Project”) in a defined area of the Municipality to be created as a tax increment financing district (the “TIF District”) for the Project.

5. The Municipality intends to enter into an Interlocal Cooperation Agreement (the “Agreement”) with the County, pursuant to Sections 17-11-1 *et seq.*, Mississippi Code of 1972, as amended (the “Interlocal Act”), to provide a financing mechanism to pay for the cost of acquiring, installing or constructing various infrastructure improvements for the benefit of the Project, which include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting,

signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").

6. The costs of the Infrastructure Improvements exceed the sum of \$4,250,000. The Developer is requesting the assistance of the Municipality and the County in providing the funding for the Infrastructure Improvements by the utilization of tax increment financing.

7. The Project appears to be a project of major economic significance within the Municipality and the County and to qualify as a project eligible for tax increment financing under the Redevelopment Plan. The participation on the part of the County is necessary, would be in the public interest, and would benefit the economic and financial well-being and the public health, safety, and welfare of the Municipality and the County.

8. The Developer intends to acquire and construct all or a portion of the Infrastructure Improvements at its expense to facilitate the development of the Project, based on the expectation that tax increment financing funds will be available in the future. The Municipality wishes to reimburse the Developer for this expense in whole or part, up to the amount of funds available from the proceeds of the tax increment financing revenue bonds in the maximum principal amount of \$4,250,000, in one or more series (the "TIF Bonds"), at the time or times the TIF Bonds are issued in the future. The funds derived from the sale of the TIF Bonds will be used by the Developer to acquire and construct the Infrastructure Improvements or to reimburse the Developer for the costs of acquisition and construction of the Infrastructure Improvements by the Developer, and other costs included within the Infrastructure Improvements.

9. The Municipality will pledge up to 100% of the increase in its ad valorem real property tax revenues (the "Municipality Ad Valorem TIF Revenues"), as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

10. The Municipality will pledge up to 100% of the increase in its sales tax rebates generated within the TIF District (the "Sales Tax Rebate TIF Revenues"), as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

11. The County will pledge up to 100% of the increase in its ad valorem real and personal property tax revenues (the "County Ad Valorem TIF Revenues"), as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

12. The amount of the TIF Bonds to be issued will be sized based upon 100% of the Municipality Ad Valorem TIF Revenues, 75% of the County Ad Valorem TIF Revenues, and 60% of the Sales Tax Rebate TIF Revenues.

13. The Municipality Ad Valorem TIF Revenues, the County Ad Valorem TIF Revenues, and the Sales Tax Rebate TIF Revenues shall be referred to collectively as the "TIF Revenues."

14. The TIF Bonds shall never constitute an indebtedness of the Municipality or the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Municipality or the County, other than the TIF Revenues, or a charge against its general credit or taxing powers.

15. The amount and timing of the TIF Bonds shall be determined pursuant to further proceedings of the Governing Body Municipality.

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

SECTION 26. The Project is one of major economic significance, and the participation of the Municipality and the County is necessary and in the public interest and would benefit the public health, safety, and welfare of the Municipality and the County and their citizens.

SECTION 27. The Governing Body hereby approves and adopts the Agreement in substantially the form attached hereto as **Exhibit A**, with such amendments, corrections, additions, and deletions as may be agreed upon and approved by its duly authorized officers.

SECTION 28. The Governing Body hereby authorizes the Mayor and the City Clerk to execute and deliver the Agreement for and on behalf of the Municipality, with such amendments, changes, corrections, additions, and deletions as may be approved by such officers, said execution and delivery being conclusive evidence of such approval.

Exhibit A

Form of the Interlocal Cooperation Agreement INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Starkville, Mississippi, organized and existing under the laws of the State of Mississippi (the "City"), and Oktibbeha County, Mississippi, a political subdivision of the State of Mississippi (the "County"), pursuant to the Mississippi Interlocal Cooperation Act, Sections 17-11-1 *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), on the date set forth hereinafter.

RECITALS:

WHEREAS, the City and County agree, find and determine as follows:

1. 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:

"Bond Fund" shall mean the "Starkville Garan TIF Fund" provided for in Section 11 hereof.

"Bond Payments" shall mean payments of principal or premium, if any, and interest on the Bonds, and Paying Agent charges pertaining to the Bonds and such charges, deposits or payments for a debt service reserve fund, bond insurance and any other payments as are provided for in the Bond Resolution regarding the payment of and security for the Bonds, and specifically including any prepayments of principal on the Bonds and payments of amounts previously due and unpaid.

"Bond Resolution" shall mean the resolution of the City authorizing and directing the issuance of the Bonds, or any series thereof.

"Bonds" shall mean the tax increment financing revenue bonds of the City in the maximum principal amount of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000), which may be issued in one or more series in one or more years, to finance the Costs of the Infrastructure Improvements and the costs of issuance pertaining to the Bonds.

"Chancery Clerk" shall mean the Chancery Clerk of the County.

"City Ad Valorem TIF Revenues" shall mean one hundred percent (100%) of the additional ad valorem tax revenues received resulting from ad valorem taxes on the "captured assessed value" of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act; the amount of the TIF Bonds to be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues.

"City Clerk" shall mean the City Clerk of the City.

"Costs of the Infrastructure Improvements" shall mean any or all of the costs of acquisition and construction of the Infrastructure Improvements.

"County Ad Valorem TIF Revenues" shall mean one hundred percent (100%) of the additional ad valorem tax revenues

received resulting from ad valorem taxes on the “captured assessed value” of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act; provided, however, that the amount of the TIF Bonds to be issued will be based upon seventy-five percent (75%) of the County Ad Valorem TIF Revenues.

"Developer" shall mean Castle Starkville, LLC, a Mississippi limited liability company, or any entity related thereto, or any successor or assigns thereof, the developer of the Project.

"Development and Reimbursement Agreement" shall mean the Development and Reimbursement Agreement, entered into or to be entered into by and between the City and the Developer.

"Final Bond Payment Date" shall mean the date on which all of the Bond Payments have been made, whether before, on or after the last scheduled Principal Payment Date.

"Infrastructure Improvements" shall mean public infrastructure improvements, as described in the TIF Plan, supporting the Project which may include, but not limited to, the cost of acquiring, installing, and constructing various infrastructure improvements eligible under the TIF Act and located within the TIF District or servicing the TIF District, which include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

"Payment Date" shall mean any date on which interest or principal on the Bonds is scheduled to be made.

"Principal Payment Date" shall mean with respect to any of the Bonds, any Payment Date on which principal is scheduled to be paid (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment).

"Project" shall mean an approximately 89,000 square foot retail development and related improvements strategically located off Highway 12 in the City and in the County.

"Redevelopment Plan" shall mean the "*Tax Increment Financing Redevelopment Plan, Starkville, Mississippi, February 2006*," adopted April 4, 2006, after publication of notice of hearing and after a hearing on the Redevelopment Plan as required by the TIF Act.

"Sales Tax Rebate TIF Revenues" shall mean one hundred percent (100%) of the increase in the amount of the municipal sales tax diversion received by the City from sales taxes collected within the boundaries of the TIF District, based upon the "original sales value," as defined and calculated in the manner set forth in the TIF Act; the amount of the TIF Bonds to be issued will be based upon sixty percent (60%) of the Sales Tax Rebate TIF Revenues.

"TIF Act" shall mean the Tax Increment Financing Act, Section 21-45-1 *et. seq.*, Mississippi Code of 1972, as amended.

"TIF District" shall mean the area described in the TIF Plan.

"TIF Plan" shall mean *the Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019, As Amended and Restated February 2021*, adopted by the Board of the County on April 4, 2021, and adopted by the Governing Body of the Municipality on March 16, 2021.

"TIF Revenues" shall mean, together, the City Ad Valorem TIF Revenues, the County Ad Valorem TIF Revenues, and the Sales Tax Rebate TIF Revenues.

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. The Developer proposes to construct the Project and the Infrastructure Improvements. The City desires to issue the Bonds to assist in the financing of the acquisition and construction of the Infrastructure Improvements in order to promote economic development and assist in the creation of jobs and to promote the economic, social and general welfare of both the City and the County.

3. The governing authorities of the City and the County desire to enter into a joint effort to make the most efficient use of their powers and enable them to promote economic development and to assist in the creation of jobs and to promote the general welfare of the City and County and the citizens of each.
4. In order that the Bonds may be issued and sold and the payment of the Bonds properly provided for, it is necessary that the term of this Agreement shall extend through the Final Bond Payment Date of the Bonds, each series of which shall have a scheduled maturity not later than fifteen (15) years from the date of each such series, respectively.
5. In order to provide for the Infrastructure Improvements and to enable the acquisition and construction of the Project by the Developer, it is necessary and in the public interest for the City to cooperate with the County by entering into this Agreement pursuant to the TIF Act and the Interlocal Act.
6. It is agreed and understood that the City has developed the TIF Plan and established the TIF District in order to provide for the issuance and sale of the Bonds to finance the Infrastructure Improvements, and it is agreed and understood that the City may, in its discretion, include as sources of payment for the Bonds and pledge to the extent deemed necessary and appropriate all or any portion of the TIF Revenues.
7. The City and the County desire to enter into this Agreement for the purposes of (i) assisting in the financing of the Costs of the Infrastructure Improvements and (ii) satisfying the requirements of the TIF Act.
8. It is necessary for the City and the County to enter into this Agreement pursuant to the TIF Act and the Interlocal Act in order to enable the City to issue and sell the Bonds, and to provide for the securing of the Bonds and the payment of the Bond Payments.
9. The TIF Act authorizes the City to issue the Bonds for financing all or part of the Costs of the Infrastructure Improvements.
10. The City hereby agrees that it will issue the Bonds for the purpose of assisting the financing of the Infrastructure Improvements. The Bond Payments shall be payable solely from the TIF Revenues.
11. The City and the County have agreed to divert a portion of their respective TIF Revenues from the TIF District to be used for the Bond Payments as hereinafter set forth.
12. The City will pledge one hundred percent (100%) of the City Ad Valorem TIF Revenues, as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.
13. The City will pledge one hundred percent (100%) of the Sales Tax Rebate TIF Revenues, as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.
14. The County will pledge one hundred percent (100%) of County Ad Valorem TIF Revenues, as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.
15. The amount of the TIF Bonds to be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues, seventy-five percent (75%) of the County Ad Valorem, and sixty percent (60%) of the Sales Tax Rebate TIF Revenues.
16. It is in the best interests of the citizens of the City and the County that the City and the County enter into and execute the Agreement.
17. The amount and timing of the TIF Bonds shall be determined pursuant to further proceedings of the City.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE CITY AND THE COUNTY, THE CITY AND THE COUNTY DO HEREBY AGREE AS FOLLOWS:

SECTION 1. Duration. This Agreement shall be in force and effect until terminated in accordance with the provisions of Sections 6 and 10 hereof.

SECTION 2. Purpose. The purpose of this Agreement is to define the respective responsibilities of the City and the County with regard to the financing of the Infrastructure Improvements and the security for and payment of the Bonds.

SECTION 3. Organization; Statutory Authority. There will be no separate legal or administrative entity created pursuant to this Agreement. The City and the County are authorized by the TIF Act and the Interlocal Act to jointly exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement.

SECTION 4. Financing, Staffing, and Supplying.

(a) The Infrastructure Improvements shall be financed as a joint undertaking of the City and the County. All of the staffing pertaining to the acquisition and/or construction of the Infrastructure Improvements and the issuance of the Bonds will be provided by the City, except as may be otherwise provided herein. The City and the County hereby designate and authorize the City to exercise all powers needed to carry out and assist in the development of the Project and the Infrastructure Improvements, including but not limited to the power to issue the Bonds to finance all or a portion of the Costs of the Infrastructure Improvements, and to reimburse the Developer or any contractor hired by or with the approval of the City, from proceeds of the Bonds, for any advances made by the Developer to acquire and/or construct the Infrastructure Improvements in anticipation of the issuance of the Bonds.

(b) The City will establish a budget which may be included as a part of the City's budget for the receipts and expenditures pertaining to the Project and to the Bond Payments. The City Clerk is hereby designated to receive, disburse, and account for the TIF Revenues to be received by or deposited with the City.

(c) The City Clerk shall determine on a date not less than two (2) months prior to the Principal Payment Date of each year the amount of TIF Revenues received by the County and the amount of TIF Revenues received by the City for the preceding twelve (12) months and shall promptly give a notice to the Chancery Clerk of the County setting forth (1) the amount needed for the next succeeding Bond Payments, (2) the total amount of TIF Revenues, and (3) the amount of TIF Revenues due from the County for said Bond Payments. The County agrees to cooperate in supplying all information needed from the County for this purpose.

SECTION 5. Operation of Agreement and the Infrastructure Improvements. The operation of the Agreement and of the Infrastructure Improvements shall be carried out by the City and by the County as described in Section 4 of this Agreement and as may be otherwise provided herein, pursuant to the TIF Act and the Interlocal Act.

SECTION 6. Termination; Disposition of Property. Except for the Infrastructure Improvements to be dedicated to the City, at the termination of the Agreement any property owned by the City and Developer, respectively, shall remain their property. The Infrastructure Improvements to be owned by the City shall be dedicated to the City as a condition for reimbursement to the Developer for the Costs of the Infrastructure Improvements to be paid from proceeds of the Bonds. As to any Infrastructure Improvements to be owned by the Developer or other private party, the City has determined that it is in the best interests of the City for such property to be owned by the Developer or other private party and not by the City. Any surplus TIF Revenues remaining after termination shall be returned to the City and the County, respectively, after each has satisfied its respective obligations under Section 11 hereof and pursuant to Section 11 hereof.

SECTION 7. Amendment. This Agreement may be amended at any time by the mutual consent of the City and the County by an agreement entered into pursuant to the provisions of the Interlocal Act and the TIF Act. No such amendment shall have a material adverse effect on the ability of the City to make the Bond Payments.

SECTION 8. Administration of Issuance of Bonds. The provision for the administration of issuance of the Bonds and the payment thereof is provided for in Section 4 hereof, pursuant to the Interlocal Act and the TIF Act.

SECTION 9. Manner of Acquiring, Holding, and Disposing of Property; Cooperation Concerning Property Matters.

(a) The Developer has acquired or will acquire all property needed for the Project and the Infrastructure Improvements. The City has entered into a Development and Reimbursement Agreement with the Developer regarding, among other things, the dedication and conveyance to the City of any Infrastructure Improvements to be owned by the City and the reimbursement to the Developer of all or a portion of the Infrastructure Improvements.

(b) The City shall have the right, at its request, to review and approve the plans, specifications, and expenditures for all Infrastructure Improvements. The City and the County shall have access to all records pertaining to the acquisition and construction of the Infrastructure Improvements, and no changes which materially affect the overall scope thereof will be carried out without the written consent of the City.

(c) The County will grant to the City any necessary construction and maintenance easements on property on which the County can grant such rights to aid in the acquisition and/or construction of the Infrastructure Improvements.

SECTION 10. Terms and Conditions That Will Cause Agreement to Be Terminated. The term of each series of the Bonds shall not exceed fifteen (15) years from the date thereof. The Agreement will be terminated upon the payment in full of the Bond Payments. However, the obligations of the City and the County, respectively, incurred during the term of this Agreement shall not lapse due to a failure or refusal of the party owing such obligation.

SECTION 11. Manner in Which the Costs of the Infrastructure Improvements Shall be Shared.

(a) The City has approved the Redevelopment Plan and the TIF Plan, and has created the TIF District. The City will issue the Bonds for the purpose of financing the Infrastructure Improvements associated with the Project. The Bond Payments shall be the responsibility of the City and shall be paid from the TIF Revenues.

(b) There shall be created by the City a “Starkville Garan TIF Fund” (the “Bond Fund”) which will be held as a separate fund by the City. The City will provide to the County a schedule of Bond Payments, which schedule may be adjusted from time to time to account for any changes in fees of the Paying Agent (as defined in the Bond Resolution), prepayments of principal or other change in Bond Payments.

(c) To provide for the Bond Payments, the County will divert all or a portion of its County Ad Valorem TIF Revenues. The amount of such County Ad Valorem TIF Revenues to be so diverted shall be determined as provided in Subsection (f) of this Section and shall be paid to the City Clerk, credited to the Bond Fund, and disbursed as provided in this Section.

(d) To provide for the Bond Payments, the City will divert all or a portion of its City Ad Valorem TIF Revenues. The amount of such City Ad Valorem TIF Revenues to be so diverted shall be determined as provided in Subsection (f) of this Section, deposited into the Bond Fund, and disbursed as provided in this Section.

(e) If necessary to provide for the Bond payments, after the diversion by the County of its County Ad Valorem TIF Revenues and by the City of its City Ad Valorem TIF Revenues, the City will divert all or a portion of its Sales Tax Rebate TIF Revenues. The amount of such Sales Tax Rebate TIF Revenues to be so diverted shall be determined as provided in Subsection (f) of this Section, deposited into the Bond Fund, and disbursed as provided in this Section.

(f) The County will, at least two (2) months prior to the Principal Payment Date, transfer that portion of its County Ad Valorem TIF Revenues described below to the City for deposit into the Bond Fund for the Bond Payments. The City will deposit that portion of its City Ad Valorem TIF Revenues described below into the Bond Fund, along with the County Ad Valorem TIF Revenues received from the County for that purpose. The amount of the TIF Revenues to be diverted by the County and by the City shall be determined and transferred and/or deposited as follows:

(i.) To the extent that seventy-five percent (75%) of the County Ad Valorem TIF Revenues and one hundred percent (100%) of the City Ad Valorem TIF Revenues are equal to the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the next succeeding Bond Payments, then the entire amount of such TIF Revenues (being limited as described in the definitions and descriptions herein of the TIF Revenues) shall be transferred to the City (with regard to the County) and deposited into the Bond Fund for the Bond Payments.

(ii.) To the extent seventy-five percent (75%) of the County Ad Valorem TIF Revenues and one hundred percent (100%) of the City Ad Valorem TIF Revenues are less than the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the next succeeding Bond Payments, then an amount up to sixty percent (60%) of the Sales Tax Rebate TIF Revenues shall be deposited into the Bond Fund for the Bond Payments.

(iii.) To the extent that seventy-five percent (75%) of the County Ad Valorem TIF Revenues, one hundred percent (100%) of the City Ad Valorem TIF Revenues, and sixty percent (60%) of the Sales Tax Rebate TIF Revenues are less than the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the next succeeding Bond Payments, then a sufficient amount up to one hundred percent (100%) of the City Ad Valorem TIF Revenues, one hundred percent (100%) of the County Ad Valorem TIF Revenues, and one hundred percent (100%) of the Sales Tax Rebate TIF Revenues shall be determined on a pro rata basis and transferred and/or deposited into the Bond Fund for the Bond Payments.

(iv.) To the extent that seventy-five percent (75%) of the County Ad Valorem TIF Revenues, one hundred percent (100%) of the City Ad Valorem TIF Revenues, and sixty percent (60%) of the Sales Tax Rebate TIF Revenues exceed the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the next succeeding Bond Payments, then excess TIF Revenues shall be released pro rata to the City and the County so that the City and the County contributes the same percentage of its TIF Revenues.

(g) Upon payment of the Bonds in full as to principal and interest on the Final Bond Payment Date, then excess TIF Revenues shall be released pro rata to the City and the County so that the City and the County contributes the same percentage of its TIF Revenues.

SECTION 12. TIF Revenues from the TIF District; Security for Bond Payments. It is agreed that the City may include as sources of payment for the Bonds and pledge the TIF Revenues for the Bond Payments.

SECTION 13. Effective Date. This Agreement will be effective when it is approved by the respective governing bodies of the City and the County and by the Mississippi Attorney General, and filed as provided in the Interlocal Act. The initial term of this Agreement shall commence on the effective date hereof and terminate as provided in Section 10 hereof.

EXHIBIT A-1

CITY OF STARKVILLE, MISSISSIPPI APPLICATION CERTIFICATION FOR APPROVAL UNDER THE MISSISSIPPI REDA PROGRAM

I, Lynn Spruill, hereby certify that I am the Responsible Local Officer designated by the **City of Starkville, Mississippi** to request approval of the formation of the Alliance presented in this Application. Further, as the Responsible Local Officer, I certify that the Application and attached documentation are true and accurate, and contain no misrepresentations, falsifications, omissions or concealment of material facts. I further agree to timely advise MDA of any changes in such information and documentation and will answer any such further questions regarding same.

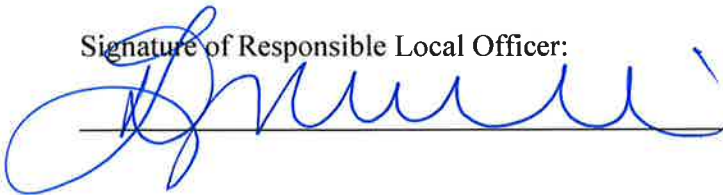
Name of Local Government Unit

City of Starkville, Mississippi

Name of Responsible Local Officer:

Lynn Spruill, Mayor

Signature of Responsible Local Officer:



ACKNOWLEDGMENT OF LOCAL GOVERNMENT UNIT

STATE OF MISSISSIPPI)
) SS:
COUNTY OF OKTIBBEHA)

Personally appeared before me, the undersigned notary public in and for the jurisdiction aforesaid, the within named Lynn Spruill, to me known, who acknowledged that he/she signed and delivered the foregoing Certification as of the date therein mentioned with actual execution on the date of this acknowledgment.

IN WITNESS WHEREOF, I hereto set my hand and official seal, this the 24th day of January, 2025.

Lesa Davis Hardin
Notary Public

My Commission Expires:

10.12.2025



9. CONSIDERATION TO APPROVE THE LOWER OF TWO QUOTES FOR CLEARING & GRUBBING 15.3 ACRES, IN THE AMOUNT OF \$3,195.00 PER ACRE FROM PACE EXCAVATING, AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the lower of two quotes for clearing & grubbing 15.3 acres, in the amount of \$3,195.00 per acre from Pace Excavating, at George M. Bryan Field” is enumerated, this consent item is thereby approved.

Two quotes received: Pace Excavating: \$ 3,195.00 per acre and Baker’s Construction: \$ 3,500.00 per acre

10. CONSIDERATION TO APPROVE THE LOWER BID FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$211,083.00 FOR THE LAMPKIN ST / MONTGOMERY ST INTERSECTION IMPROVEMENTS PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the low bid from Groundstone Construction in the amount of \$211,083.00 for the Lampkin St & Montgomery St Intersection Improvements Project” is enumerated, this consent item is thereby approved. The bid tab follows this page.

11. CONSIDERATION TO APPROVE THE LOWER BID FROM TREE HUGGERS IN THE AMOUNT OF \$ 79,350.00 FOR TREE TRIMMING/CUTTING SCOPES AND JACKSON LAND SERVICES FOR FORESTRY MULCHING IN THE AMOUNT OF \$ 11,200.00 AND AWARDED FIRST ALTERNATE BIDS TO GROUND POUNDERS AND TREE HUGGERS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of approving low bids from Tree Huggers, Jackson Land Services and Ground Pounders for the Tree Maintenance Services Contract” is enumerated, this consent item is thereby approved. The bid tabulation follows the tabulation from item.10.

12. CONSIDERATION TO ACCEPT THE DECEMBER 2024 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “acceptance of the December 2024 financial statements” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE TRENTON JOHNSON AS A NON-CERTIFIED STARKVILLE POLICE OFFICER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Trenton Johnson as a non-certified Starkville Police Officer” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE DANIEL FOUCHE AS A SEASONAL METER TECHNICIAN FOR STARKVILLE UTILITIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Daniel Fouche as a seasonal meter technician for Starkville Utilities” is enumerated, this consent item is thereby approved.

HISTORIC STARKVILLE

 MISSISSIPPI'S COLLEGE TOWN

 CITY OF STARKVILLE

 ENGINEERING DEPARTMENT

 CITY HALL, 110 W. MAIN STREET

 STARKVILLE, MISSISSIPPI 39759-2944

24017 - Lampkin St & Montgomery St Intersection Improvements

Rebid - Bid Tabulation - January 9, 2025

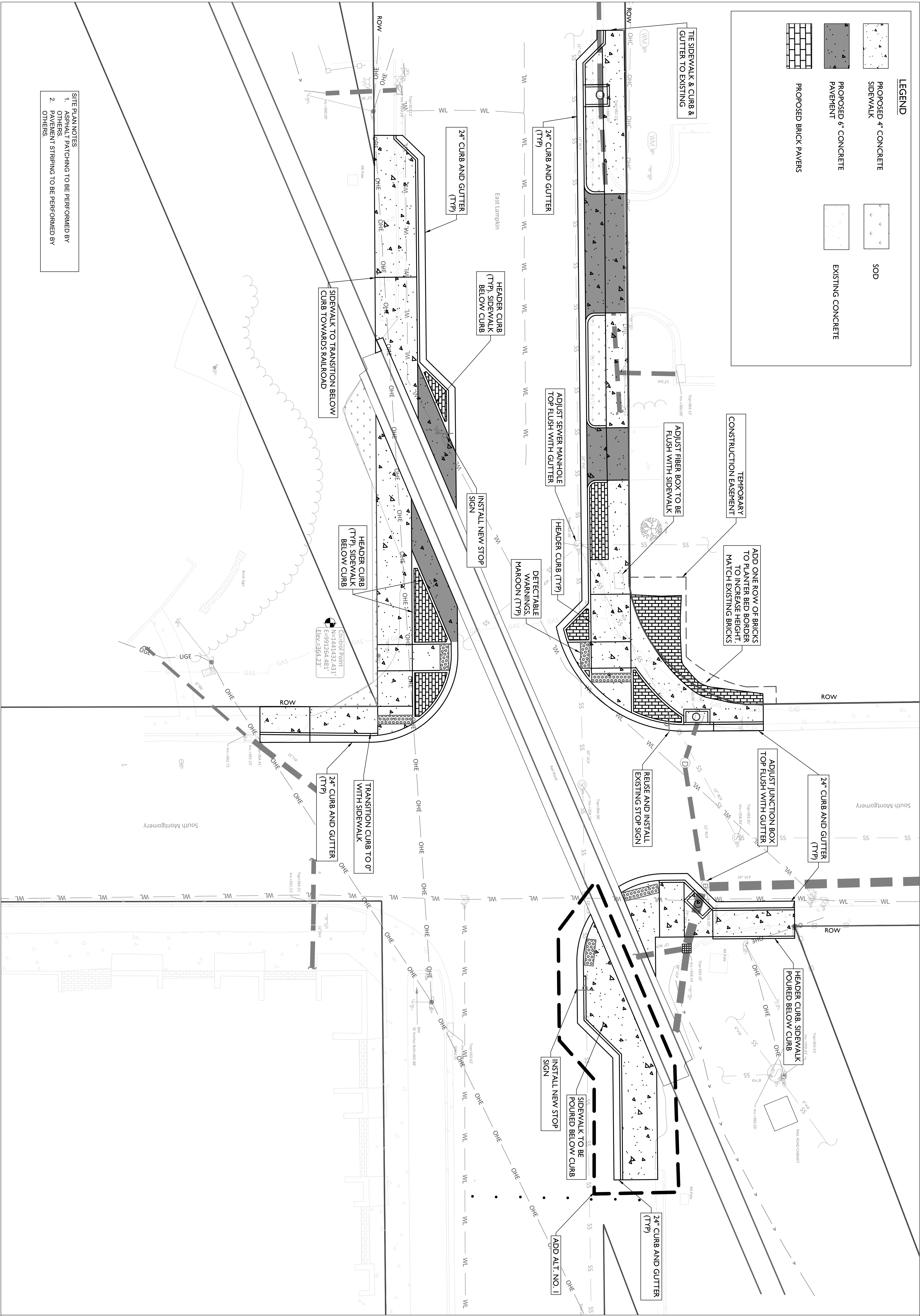
Item No.	Description	Estimated Quantity	Unit	Engineer's Estimate		Burns Dirt Construction, Inc		GroundStone Construction	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
201-A001	Clearing & Grubbing	1.0	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,345.37	\$ 1,345.37	\$ 3,615.00	\$ 3,615.00
202-B007	Removal of Asphalt Pavement, All Depths	510.0	SY	\$ 20.00	\$ 10,200.00	\$ 2.03	\$ 1,035.30	\$ 6.00	\$ 3,060.00
202-B081	Removal of Concrete Sidewalks, Driveways & Brick Pavers, All Depths	136.0	SY	\$ 40.00	\$ 5,440.00	\$ 6.82	\$ 927.52	\$ 25.00	\$ 3,400.00
202-B088	Removal of Curb & Gutter, All Types	250.0	LF	\$ 15.00	\$ 3,750.00	\$ 6.82	\$ 1,705.00	\$ 13.50	\$ 3,375.00
202-B213	Removal of Sign	2.0	EA	\$ 100.00	\$ 200.00	\$ 72.27	\$ 144.54	\$ 275.00	\$ 550.00
203-EX040	Borrow Excavation, MDOT B9 or B9-6, LVM	100.0	CY	\$ 50.00	\$ 5,000.00	\$ 35.16	\$ 3,516.00	\$ 60.00	\$ 6,000.00
203-I002	Site Grading	545.0	SY	\$ 4.00	\$ 2,180.00	\$ 7.10	\$ 3,869.50	\$ 10.00	\$ 5,450.00
216-A001	Solid Sod	65.0	SY	\$ 15.00	\$ 975.00	\$ 31.61	\$ 2,054.65	\$ 10.00	\$ 650.00
907-234-A001	Silt Fence	80.0	LF	\$ 15.00	\$ 1,200.00	\$ 4.49	\$ 359.20	\$ 30.00	\$ 2,400.00
246-B001	Rockbags	100.0	LF	\$ 10.00	\$ 1,000.00	\$ 15.50	\$ 1,550.00	\$ 30.00	\$ 3,000.00
304-F002	Size 610 Crushed Stone Base	35.0	TONS	\$ 150.00	\$ 5,250.00	\$ 91.57	\$ 3,204.95	\$ 144.00	\$ 5,040.00
503-C010	Saw Cut for Demolition, Full Depth	710.0	LF	\$ 10.00	\$ 7,100.00	\$ 8.08	\$ 5,736.80	\$ 21.00	\$ 14,910.00
604-D002	Cast in Place SS-2 Inlet, Concrete, Rebar, Ring, Cover, & Backfill	1.0	EA	\$ 8,000.00	\$ 8,000.00	\$ 9,278.63	\$ 9,278.63	\$ 10,000.00	\$ 10,000.00
604-E001	Modify Existing Inlet/Junction Box, Including Demo of existing box, Concrete, Rebar, Rings, Covers, & Backfill	3.0	EA	\$ 8,000.00	\$ 24,000.00	\$ 8,552.46	\$ 25,657.38	\$ 7,225.00	\$ 21,675.00
608-B001	Concrete Sidewalk (includes ADA Ramps), with fiber reinforcement	300.0	SY	\$ 130.00	\$ 39,000.00	\$ 130.14	\$ 39,042.00	\$ 115.00	\$ 34,500.00
907-608-C001	Detectable Warning Panels, Cast In Place, Maroon	74.0	SF	\$ 38.00	\$ 2,812.00	\$ 47.95	\$ 3,548.30	\$ 40.00	\$ 2,960.00
609-B002	Concrete Curb, Header	110.0	LF	\$ 40.00	\$ 4,400.00	\$ 68.49	\$ 7,533.90	\$ 47.30	\$ 5,203.00
609-D001	Combination Concrete Curb and Gutter Type 1	350.0	LF	\$ 35.00	\$ 12,250.00	\$ 68.49	\$ 23,971.50	\$ 37.00	\$ 12,950.00
907-611-B001	Brick Pavers	515.0	SF	\$ 30.00	\$ 15,450.00	\$ 65.63	\$ 33,799.45	\$ 29.00	\$ 14,935.00
613-D009	Adjustment of Utility Appurtenance (Fiber Box, Sewer Manhole Rings)	3.0	EA	\$ 300.00	\$ 900.00	\$ 479.45	\$ 1,438.35	\$ 575.00	\$ 1,725.00
614-B001	Concrete Pavement 6", with fiber reinforcement	70.0	SY	\$ 150.00	\$ 10,500.00	\$ 239.73	\$ 16,781.10	\$ 170.00	\$ 11,900.00
618-A001	Maintenance of Traffic	1.0	LS	\$ 3,500.00	\$ 3,500.00	\$ 8,093.26	\$ 8,093.26	\$ 7,500.00	\$ 7,500.00
619-D3001	Remove and Reset Signs, All Sizes	1.0	EA	\$ 200.00	\$ 200.00	\$ 684.93	\$ 684.93	\$ 500.00	\$ 500.00
619-D3002	36" Stop Sign, including 2 3/8" galvanized round post and all mounting hardware	2.0	EA	\$ 500.00	\$ 1,000.00	\$ 1,631.12	\$ 3,262.24	\$ 500.00	\$ 1,000.00
620-A001	Mobilization	1.0	LS	\$ 15,000.00	\$ 15,000.00	\$ 56,031.29	\$ 56,031.29	\$ 13,200.00	\$ 13,200.00
Base Bid Total=				\$ 181,307.00		\$ 254,571.16		\$ 189,498.00	

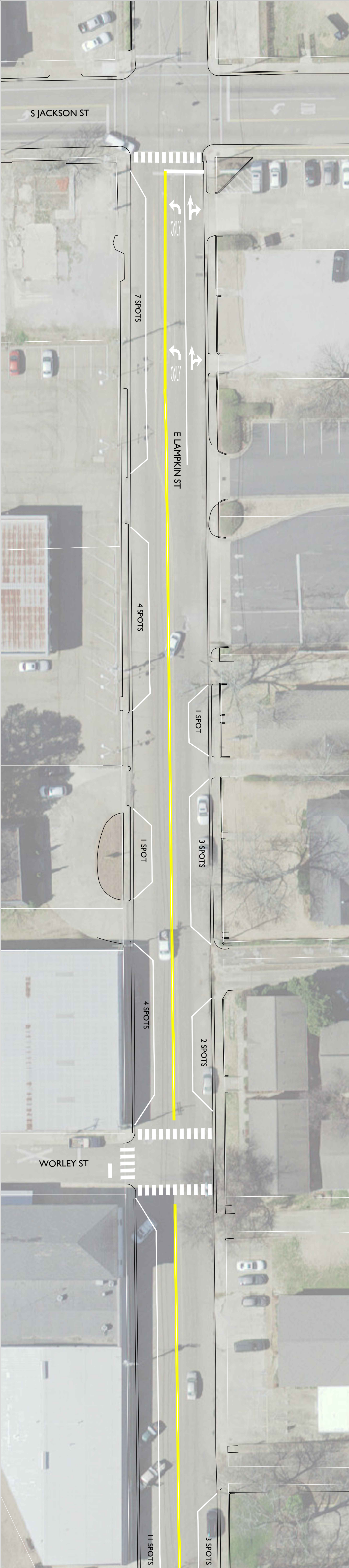
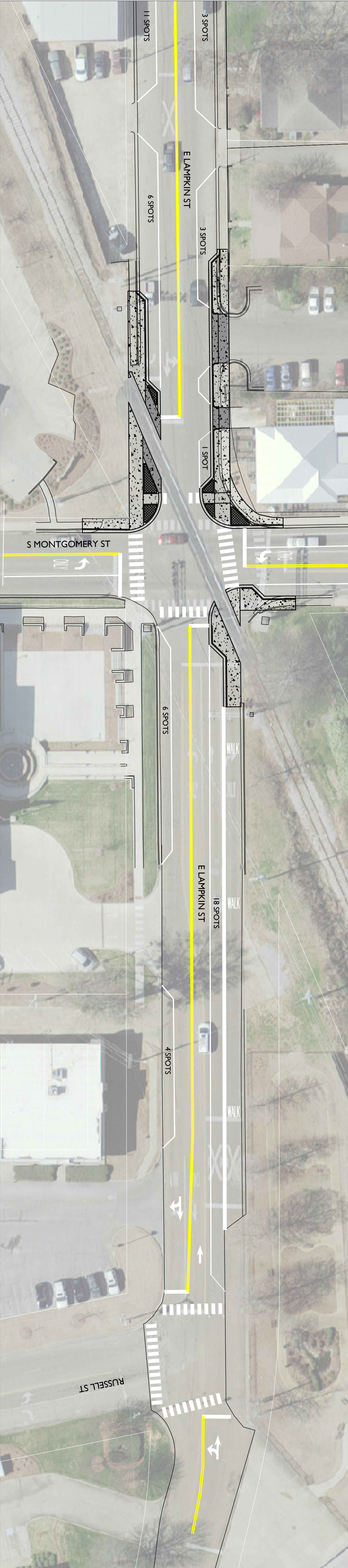
Add Alt. No. 1 - NE Corner (East Side of RR Tracks Only)				Engineer's Estimate		Burns Dirt Construction, Inc		GroundStone Construction	
Item No.	Description	Estimated Quantity	Unit	Estimated Unit Price	Estimated Extension	Estimated Unit Price	Estimated Extension	Estimated Unit Price	Estimated Extension
201-A001	Clearing & Grubbing	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,409.01	\$ 3,409.01	\$ 1,200.00	\$ 1,200.00
202-B007	Removal of Asphalt Pavement, All Depths	75.0	SY	\$ 40.00	\$ 3,000.00	\$ 18.18	\$ 1,363.50	\$ 10.00	\$ 750.00
202-B088	Removal of Curb & Gutter, All Types	5.0	LF	\$ 50.00	\$ 250.00	\$ 27.27	\$ 136.35	\$ 70.00	\$ 350.00
202-B213	Removal of Sign	1.0	EA	\$ 100.00	\$ 100.00	\$ 72.28	\$ 72.28	\$ 275.00	\$ 275.00
203-EX040	Borrow Excavation, MDOT B9 or B9-6, LVM	20.0	CY	\$ 40.00	\$ 800.00	\$ 46.80	\$ 936.00	\$ 60.00	\$ 1,200.00
203-I002	Site Grading	75.0	SY	\$ 5.00	\$ 375.00	\$ 13.14	\$ 985.50	\$ 10.00	\$ 750.00
216-A001	Solid Sod	20.0	SY	\$ 15.00	\$ 300.00	\$ 27.40	\$ 548.00	\$ 10.00	\$ 200.00
503-C010	Saw Cut for Demolition, Full Depth	130.0	LF	\$ 5.00	\$ 650.00	\$ 8.08	\$ 1,050.40	\$ 21.00	\$ 2,730.00
608-B001	Concrete Sidewalk (includes ADA Ramps), with fiber reinforcement	55.0	SY	\$ 130.00	\$ 7,150.00	\$ 130.14	\$ 7,157.70	\$ 115.00	\$ 6,325.00
907-608-C001	Detectable Warning Panels, Cast In Place, Maroon	12.0	SF	\$ 20.00	\$ 240.00	\$ 47.95	\$ 575.40	\$ 40.00	\$ 480.00
609-D001	Combination Concrete Curb and Gutter Type 1	50.0	LF	\$ 35.00	\$ 1,750.00	\$ 68.49	\$ 3,424.50	\$ 37.00	\$ 1,850.00
618-A001	Maintenance of Traffic	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 6,038.47	\$ 6,038.47	\$ 1,500.00	\$ 1,500.00
619-D3002	36" Stop Sign, including 2 3/8" galvanized round post and all mounting hardware	1.0	EA	\$ 300.00	\$ 300.00	\$ 1,631.14	\$ 1,631.14	\$ 500.00	\$ 500.00
620-A001	Mobilization	1.0	LS	\$ 2,000.00	\$ 2,000.00	\$ 12,712.99	\$ 12,712.99	\$ 3,475.00	\$ 3,475.00
Add Alt. No. 1 Total=				\$ 20,415.00		\$ 40,041.24		\$ 21,585.00	
Base Bid + Add Alt. No. 1 =				\$ 201,722.00		\$ 294,612.40		\$ 211,083.00	
								LOW BID	

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



Signature





E Lampkin Parking		Existing	Proposed	Net
Between	Jackson	17	26	9
	Worley			
Between	Worley	23	24	1
	Montgomery			
Between	Montgomery	5	28	23
	Russell			
Total Net=				33

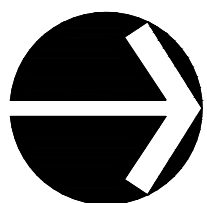
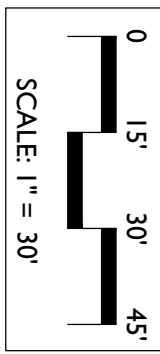
DATE: JUNE 2024
DESIGNED BY: SRK
DRAWN BY: SRK
CHECKED BY: CAB
Q.C. BY: SRK
SCALE: 1" = 40'
PROJECT #: 24016

REVISIONS:

SHEET NUMBER#:
CI.0

LAMPKIN ST & MONTGOMERY ST INTERSECTION IMPROVEMENTS

STARKVILLE, MS
OVERALL PLAN





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

24054 Tree Maintenance Services Contract

Bid Tabulation - January 7, 2025

Table 1	Line No.	Description	Estimated Units	Unit	Engineer's Estimate		Advanced Contracting Services		B&H TreeService		Ground Pounders		Jackson Land Services		Tree Huggers	
					Estimated Rate	Estimated Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total
	1	Right of Way Tree Trimming	10	day	\$ 2,000.00	\$ 20,000.00	\$ 7,992.00	\$ 79,920.00	\$ 4,800.00	\$ 48,000.00	\$ 2,227.50	\$ 22,275.00	\$ -	\$ -	\$ 2,200.00	\$ 22,000.00
	2	Parks Tree Pruning	10	day	\$ 2,000.00	\$ 20,000.00	\$ 6,992.00	\$ 69,920.00	\$ 3,600.00	\$ 36,000.00	\$ 2,227.50	\$ 22,275.00	\$ -	\$ -	\$ 2,200.00	\$ 22,000.00
	3	Tree Removal without crane, including stump grinding	5	day	\$ 2,000.00	\$ 10,000.00	\$ 8,992.00	\$ 44,960.00	\$ 5,800.00	\$ 29,000.00	\$ 2,447.50	\$ 12,237.50	\$ -	\$ -	\$ 2,550.00	\$ 12,750.00
	4	Tree Removal with crane, including stump grinding	5	day	\$ 3,500.00	\$ 17,500.00	\$ 11,992.00	\$ 59,960.00	\$ 6,600.00	\$ 33,000.00	\$ 4,447.50	\$ 22,237.50	\$ -	\$ -	\$ 3,800.00	\$ 19,000.00
	5	Emergency Work	8	hr	\$ 500.00	\$ 4,000.00	\$ 1,142.00	\$ 9,136.00	\$ 725.00	\$ 5,800.00	\$ 328.44	\$ 2,627.52	\$ -	\$ -	\$ 450.00	\$ 3,600.00
					Table 1 Total=	\$ 71,500.00	\$ 263,896.00		\$ 151,800.00		\$ 81,652.52		\$ -		\$ 79,350.00	
											FIRST ALTERNATE		LOW BID		LOW BID	

Table 2	Item No.	Description	Estimated Units	Unit	Engineer's Estimate		Advanced Contracting Services		B&H TreeService		Ground Pounders		Jackson Land Services		Tree Huggers	
					Estimated Rate	Estimated Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total
	6	Forestry Mulching	10	day	\$ 2,000.00	\$ 20,000.00	\$ 5,492.00	\$ 54,920.00	\$ 1,200.00	\$ 12,000.00	\$ 2,227.50	\$ 22,275.00	\$ 1,120.00	\$ 11,200.00	\$ 1,200.00	\$ 12,000.00
					Table 2 Total=	\$ 20,000.00	\$ 54,920.00		\$ 12,000.00		\$ 22,275.00		\$ 11,200.00		\$ 12,000.00	
											FIRST ALTERNATE		LOW BID		FIRST ALTERNATE	

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



Signature

15. CONSIDERATION TO HIRE TRISTON GUY AS A SEASONAL SANITATION WORKER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Triston Guy as a seasonal sanitation worker” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO PURCHASE, THROUGH EPL 3760 STATE CONTRACT LISTING OF NETWORK EQUIPMENT AND INSTALLATION, FROM C’SPIRE IN THE AMOUNT OF \$63,038.40 WHICH IS 100% REIMBURSABLE THROUGH THE FY22 MOHS GRANT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to purchase, through EPL 3760 State Contract listing, network equipment and installation, from C’Spire in the amount of \$63,038.40 which is 100% reimbursable through the FY22 MOHS Grant” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO APPLY FOR FUNDING IN THE AMOUNT OF \$150,000.00 FROM THE 2025 MISSISSIPPI RECREATIONAL TRAILS PROGRAM FOR A SKATE PARK WHICH REQUIRES AN APPROXIMATE \$30,000.00 MATCH FROM THE CITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to apply for funding in the amount of \$150,000.00 from the 2025 Mississippi Recreational Trails Program for a skate park which requires an approximate \$30,000.00 match from the City” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF APPLICATION FOR A 100% REIMBURSABLE FY26 POLICE TRAFFIC SERVICES (PTS) ENFORCEMENT GRANT FOR FUNDING OF APPROXIMATELY 680 HOURS IN ENFORCEMENT OVERTIME (SEATBELT, CHILD RESTRAINT, AND SPEEDING), AND SPEED DETECTING EQUIPMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to apply for a 100% reimbursable FY26 Police Traffic Services (PTS) Enforcement Grant for funding of approximately 680 hours in enforcement overtime (seatbelt, child restraint, and speeding), and speed detecting equipment” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO APPLY FOR A 100% REIMBURSABLE FY26 154AL ALCOHOL IMPAIRED DRIVING ENFORCEMENT GRANT. FOR DUI ENFORCEMENT TO FUND 2 DUI OFFICERS, AND APPROXIMATELY 600 HOURS IN OVERTIME FOR DUI ENFORCEMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to apply for a 100% reimbursable FY26 154AL Alcohol Impaired Driving Enforcement Grant for DUI enforcement to fund 2 DUI officers, and approximately 600 hours in overtime for DUI enforcement” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO ACCEPT THE SOLE SOURCE QUOTE FROM CONTROL SYSTEMS INC TO REPLACE THE WASTEWATER TREATMENT PLANT SCADA SYSTEM IN THE AMOUNT OF \$28,990.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the sole source quote from Control Systems Inc to replace the Wastewater Treatment Plant SCADA system in the amount of \$28,990.00 in that they are the provider of the current SCADA system equipment and the new equipment will be compatible with existing software and equipment” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO ACCEPTING THE SOLE SOURCE QUOTE FROM ANIXER FOR 2,000 V4 WATER MODULES IN THE AMOUNT OF \$307,620.00 IN THAT THEY ARE THE ONLY DEALER IN THIS AREA AND THESE MODULES ARE SPECIFIC TO THE CURRENT METER SYSTEM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the sole source quote from ANIXER for 2,000 V4 water modules in the amount of \$307,620.00 in that they are the only dealer in this area and these modules are specific to the current meter system ” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO PURCHASE FROM STATE CONTRACT MS EPL 3760 CISCO MERAKI EQUIPMENT FROM ENDEAVOR IT FOR WI-FI IN THE AMOUNT OF \$6,589.40.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to purchase from State Contract MS EPL 3760 Cisco Meraki equipment from Endeavor IT for WI-FI in the amount of \$6,589.40” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO ACCEPT THE LOW QUOTE FROM SOLE SOURCE DISTRIBUTOR OF ABB METERS, SPECTRUM GROUP, INC. FOR REPLACEMENT WELL METERS (FIVE 8” AND TWO 10”) IN THE AMOUNT OF \$32,745.00 IN THAT THESE ARE REPLACEMENT METERS AND COORDINATE WITH EXISTING EQUIPMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval the quote from sole source distributor of ABB Meters, Spectrum Group, Inc. for replacement well meters (5-8” & 2-10”) in the amount of \$32,745.00 in that these meters are replacement meters which coordinate with existing configuration” is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF THE LOW QUOTE FROM BILL YOUNG FOR LABOR TO INSTALL 7 REPLACEMENT WELL METERS (FIVE 8” AND TWO 10”) IN THE AMOUNT OF \$20,470.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to accept the lower quote from Bill Young for labor to install 7 (seven) replacement well meters (five 8” and two 10”) in the amount of \$20,470.00” is enumerated, this consent item is thereby approved.

Two quotes: Bill Young - \$20,470.00 and Luckett Pump - \$26,515.54

25. CONSIDERATION TO ACCEPT THE LOW QUOTE FROM AUTONATION FORD MEMPHIS IN THE AMOUNT OF \$64,681.50 TO PURCHASE A 2024 FORD F350 4X4 SUPER CAB SERVICE BODY TRUCK IN REPLACEMENT OF A 2013 FORD F350 SUPER CAB VEHICLE (LAST FOUR DIGITS OF VIN#0437) WHICH IS REQUESTED TO BE DECLARED AS SURPLUS AND ABLE TO BE SOLD ON GOVDEALS OR ANOTHER SURPLUS VENUE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Autonation Ford Memphis in the amount of \$64,681.50 to purchase a 2024 Ford F350 4X4 Super Cab Service Body Truck in replacement of a 2013 Ford F350 Super Cab Vehicle (last four digits of VIN#0437) which is requested to be declared as surplus and able to be sold on Govdeals or another surplus venue” is enumerated, this consent item is thereby approved.

Two quotes: Autonation Ford Memphis - \$64,681.50 and Criswell Auto - \$67,917.00

26. CONSIDERATION OF TASK ORDER NO. 1 WITH CASSADY COMPANY, INC. TO PROVIDE ENGINEERING SERVICES FOR THE JOSEY CREEK LIFT STATION EVALUATION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the January 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of Task Order No. 1 with Cassady Company, Inc. to provide engineering services for the Josey Creek Lift Station Evaluation in an amount not to exceed \$7,500.00” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill noted MLK Unity Events were well organized and thanked all that participated. She also thanked Vice-Mayor Perkins for representing the City at the morning service in her place.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked to meet the new interim Fire Chief. He also thanked all that participated and assisted with the MLK Day events.

PUBLIC APPEARANCE:

PUBLIC PRESENTATION AND PUBLIC HEARING ON THE SMART BUS TRANSIT SYSTEM BY MSU TRANSIT DIRECTOR JEREMIAH DUMAS.

Jeremiah Dumas, MSU Transit Director, and Ronnie White, Assistant MSU Transit Director, presented an overview of the Starkville MSU Area Rapid Transit (SMART) public transportation system. Funding is provided from the Federal Transit Authority 5311 Rural Mass Transit Funds via the MS Department of Transportation. Local cash match is provided by MSU and the City of Starkville as well as various contracts and advertising.

Mr. Dumas noted this is the first time there has been a decrease except 2020 (covid). It may be that 2023 was overstated, but he confirmed that ridership remains strong. He presented slight route changes for 2025 as well as the current budget.

Mayor Spruill opened the Public Hearing.

Alvin Turner, noted that the public transit buses had been a great help to him.

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

PUBLIC HEARING:

PUBLIC HEARING AND CONSIDERATION OF SE 24-09: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY STRUCTURE WITHIN THE FRONT YARD AT 122 FRONTIER DRIVE IN A TN-E ZONING DISTRICT.

City Planner Daniel Havelin presented SE 24-09 a request for Special Exception to allow for an accessory structure within the front yard at 122 Frontier Drive in a TN-E zoning district. The applicant, Norma Hendrix, is requesting a Special Exception to allow for an accessory structure within the front yard at 122 Frontier Drive in a TN-E zoning with property #118K-00-030.00. The applicant is seeking a Special Exception to be allowed to keep an open-air gazebo accessory structure in the front yard. The structure was built in 2023 without prior approval. Section 13.9.1.B.4.b states, “A covered open-air structure shall not occupy any part of a required front yard unless it is part of the principal structure and meets current building code”. The property is located on a

corner lot with two front yards. Section 3.4 states, “A special exception shall also include any request to deviate from the Use Standards, Development Standards, Subdivision Standards, or Base Dimensional Standards that are non-dimensional in nature”. Since the requirement to not place the structure in the front yard is located within the Use Standards of the Unified Development Codes and the request is not dimensional in nature, the request is being reviewed as a Special Exception. Approval of the request is required to keep the structure in its current location.

The applicant, Norma Hendrix, was present and apologized to the Mayor and Board for building without a permit. She stated she was unaware of the requirement.

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

27. CONSIDERATION OF SE 24-09: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY STRUCTURE WITHIN THE FRONT YARD AT 122 FRONTIER DRIVE IN A TN-E ZONING DISTRICT.

Alderman Beatty, duly seconded by Alderman Vaughn, offered a motion to approve SE 24-09: a request to allow an accessory structure within the front yard at 122 Frontier Drive to remain with the approval contingent upon the requirement that the structure be removed immediately should the title to the property be conveyed, transferred or released to any other person other than the current owner. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF SE 24-10: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF AN ACCESSORY DWELLING UNIT AT 309 CENTRAL AVENUE WITHIN A TN-E ZONING DISTRICT.

City Planner Daniel Havelin presented SE 24-10: a request for Special Exception to allow for the placement of an Accessory Dwelling Unit at 309 Central Avenue within a TN-E zoning district. The applicant, Sule Ali, is requesting a Special Exception to allow for the placement of an Accessory Dwelling Unit at 309 Central Avenue within a TN-E zoning district with property #118I-00-051.00. The applicant is seeking a Special Exception to construct a two-bedroom, two-bath accessory dwelling unit in the rear yard. The proposed unit is approximately 530 sq ft. The existing primary structure is listed at 1,204 sq ft by the Oktibbeha County Tax Assessor. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for “Dwelling, Accessory Unit” in a TN-E zoning district. The proposed use requires constructing a new building and a major modification to an existing site. Therefore, the request will be reviewed as a Special Exception. Section 3.4. of the Unified Development Code also requires that the Special Exception meet the additional standards for that use.

The applicant, Sule Ali, was present and stated he considered this building to be an investment to his property.

Mayor Spruill opened the Public Hearing.

Ed Smith, 313 Central Ave, expressed concern with the noise and additional traffic this dwelling will bring to the residential neighborhood.

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

28. CONSIDERATION OF SE 24-10: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF AN ACCESSORY DWELLING UNIT AT 309 CENTRAL AVENUE WITHIN A TN-E ZONING DISTRICT.

Alderman Vaughn, duly seconded by Alderman Brooks, offered a motion to approve Special Exception request SE 24-10 to allow for the placement of an Accessory Dwelling Unit at 309 Central Avenue. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF SE 24-11: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF AN ACCESSORY DWELLING UNIT AT 524 GREENSBORO STREET WITHIN A TN-E ZONING DISTRICT.

City Planner Daniel Havelin presented SE 24-11: a request for Special Exception to allow for the placement of an Accessory Dwelling Unit at 524 Greensboro Street within a TN-E zoning district. The applicant is requesting a Special Exception to allow for the placement of an Accessory Dwelling Unit at 524 Greensboro Street within a TN-E zoning district with property #118N-00-016.00 and 118O-00-266.00. The applicant is seeking a Special Exception to construct a one-bedroom, one-bath accessory dwelling unit in the rear yard over a proposed shop building. The proposed accessory dwelling unit is approximately 420 sq ft. The proposed shop is approximately 625 sq ft. The existing primary structure is approximately 3,700 sq ft. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Dwelling, Accessory Unit" in a TN-E zoning district. This structure and the proposed attached garage received a Certificate of Appropriateness approval from the Board of Aldermen on December 17, 2024. The proposed use requires constructing a new building and a major modification to an existing site. Therefore, the request will be reviewed as a Special Exception. Section 3.4. of the Unified Development Code also requires that the Special Exception meet the additional standards for that use.

The applicant, Carey Pennebaker, was present and noting he was replacing an existing metal shed with the proposed shop building.

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

29. CONSIDERATION OF SE 24-11: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF AN ACCESSORY DWELLING UNIT AT 524 GREENSBORO STREET WITHIN A TN-E ZONING DISTRICT.

Alderman Rupp, duly seconded by Alderman Vaughn, offered a motion to approve Special Exception request SE 24-11 to allow for the placement of an Accessory Dwelling Unit at 524 Greensboro Street. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF SE 24-12: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A 4TH FLOOR LOCATED AT 518 UNIVERSITY DRIVE WITHIN A T5-U ZONING DISTRICT.

City Planner Daniel Havelin presented SE 24-12: a request for Special Exception to allow for a 4th floor located at 518 University Drive within a T5-U zoning district. The applicant, Scott Williams on behalf of Brian Roundtree, is requesting a Special Exception to allow for a 4th floor located at 518 University Drive within a T5-U zoning district with property #117M-00-184.00, 117M-00-185.00, 101D-00-035.00, 101D-00-034.00, and 101D-00-034.01. The applicant is seeking a Special Exception to allow for a 4th floor on a proposed building on the southeast corner of University Drive and Jarnigan Street (labeled “Bldg A” on attachment 3). The Unified Development Code allows for 3 ½ floors by right and a 4th floor with Special Exception approval. The proposed building is mixed-use, with two commercial units on the first floor and eleven residential units on the upper floors. Proposed building B is only two floors of residential use only. The site plan is currently under review by the Development Review Committee. The building design has received Architecture Approval.

The applicant, Brian Roundtree, was present and stated he planned to maintain ownership of the building and rent the units out at this time.

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

30. CONSIDERATION OF SE 24-12: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A 4TH FLOOR LOCATED AT 518 UNIVERSITY DRIVE WITHIN A T5-U ZONING DISTRICT.

Alderman Brooks, duly seconded by Alderman Vaughn, offered a motion to approve Special Exception 24-10: to allow for a 4th floor located at 518 University Drive within a T5-U 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.

PUBLIC HEARING AND CONSIDERATION OF SE 24-13: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOME ON A VACANT LOT LOCATED AT 1560 LOUISVILLE STREET IN AN RN ZONING DISTRICT.

City Planner Daniel Havelin presented SE 24-13 a request for Special Exception to allow for the placement of a manufactured home on a vacant lot located at 1560 Louisville Street in an RN zoning district. The applicant, Andria Shumaker, on behalf of Starkville Oktibbeha School District, is requesting a Special Exception to allow for the placement of a manufactured home on a vacant lot located 1560 Louisville Street in an RN zoning district with property #105-16-009.00. The applicant is seeking a Special Exception to allow for the placement of a manufactured home on a vacant lot. The lot fronts Louisville Street and is located on 16th Section land owned by the Starkville Oktibbeha School District. The Use Chart in Section 13.3 of the Unified Development Code requires a Use Exception or a Special Exception for “Dwelling, Manufactured and Modular Home” in an RN zoning district. Section 3.5.1.F of the Unified Development Code also requires that the Special Exception meet the additional standards for that use. The applicant, Andria Shumaker, was present. She stated she had leased the property from the school district and cleared the land. She noted she was not made aware of the restriction of manufactured homes in that area by the school when she leased the property. Her father appeared with her and asked for a variance based on the good faith of his daughter to establish a home there without knowing it was not zoned as such.

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

31. CONSIDERATION OF A SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOME ON A VACANT LOT LOCATED 1560 LOUISVILLE STREET IN AN RN ZONING DISTRICT WITH PROPERTY #105-16-009.00.

Alderman Vaughn, duly seconded by Alderman Beatty, offered a motion to approve a special exception to allow for the placement of a manufactured home on a vacant lot located 1560 Louisville Street in an RN zoning district with property #105-16-009.00. The Board voted as follows:

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

Having not received a majority affirmative vote; Mayor Spruill declared the motion failed.

32. CONSIDERATION TO TABLE THE SPECIAL EXCEPTION 24-13 REQUEST TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOME ON A VACANT LOT LOCATED 1560 LOUISVILLE STREET IN AN RN ZONING DISTRICT WITH PROPERTY #105-16-009.00 UNTIL SCHOOL DISTRICT OFFICIALS ARE CONTACTED.

Alderman Moreland, duly seconded by Alderman Brooks, offered a motion to table the special exception request 24-13 for Special Exception to allow for the placement of a manufactured home on a vacant lot located at 1560 Louisville Street in an RN 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: Nay

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 Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of January 14, 2025 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	\$ 272,097.00
Restricted Police Fund	002	399.80
Airport Fund	015	2,980.15
Sanitation / Environ Services	022	21,898.57
2022 GO Bonds	305	1,440.32
Parks Capital Project Fund (2023)	312	27,778.75
Spring/Hwy 12 TAP Grant	313	47.36
Park and Rec Tourism	375	21,581.90
Economic Dev, Tourism & Conv	630	165,116.37
Payroll Fund	681	6,520.80
Sub Total Before Utilities		\$ 519,861.02
Utilities Dept.	SED	546,018.45
Total Claims	Total	\$ 1,065,879.47

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 Rupp, 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 property sale and or acquisition and potential litigation. 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 property sale and or acquisition and potential litigation. The Mayor and Board then went into Executive Session.

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

Alderman Rupp offered a motion, seconded by Alderman Brooks, 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 ADJOURN UNTIL FEBRUARY 4, 2025 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, for the Board of Aldermen to adjourn the meeting until February 4, 2025 @ 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 4th DAY OF FEBRUARY, 2025.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK



AGENDA REQUEST

TO: Mayor and Board of Aldermen
FROM: Sgt. Scotty Carrithers, Code Enforcement Supervisor
DATE: February 4, 2025
SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

Request:

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

Case #	Parcel #	Location	Owner	Owner Address
#25-000015	102C-00-155.00	606 Whitfield St	MONTS GRADY	308 MANGROVE PALM Starkville MS, 39759
#25-000013	102C-00-144.00	206 Curtis Circle	JOHNSON KIZMET	103 EUDORA WELTY DR APT N4 Starkville MS, 39759
#25-000012	102C-00-150.00	205 Curtis Circle	ROBINSON EDWARD	409 HWY 182 WEST Starkville MS, 39759

Case # 25-000015, Parcel # 102C-00-155.00, 606 Whitfield St Starkville, MS



Case #25-000013, Parcel #102C-00-144.00, 206 Curtis Circle, Starkville, MS



Case #25-000012, Parcel #102C-00-150.00, 205 Curtis Circle, Starkville, MS





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

AGENDA ITEM DEPT.: Administration
AGENDA DATE: February 4, 2025
PAGE: 1

SUBJECT: Consideration of the renewal of the Retail Strategies 3 year contract for retail recruitment.

AMOUNT & SOURCE OF FUNDING: The funding comes from the professional services line item of the Mayor's budget. The amount is based on a division of the \$30,000 between OCEDA and the Visitors and Convention Council. With the amount increasing in each year of the contract to \$35,000 and \$40,000 in year 3.

FISCAL NOTE: This year next year for the split we will be proposing to the other participants that the amount will be \$10,000 from the city rather than the previously contracted split of \$15,000.

AUTHORIZATION HISTORY: This contract has been in place for 8 years with a division between the 3 entities, City of Starkville, Oktibbeha County Economic Development Authority and the Visitors and Convention Council (VCC). The split in the past has been uneven. The proposal is that this split will be evenly divided in this next contract.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the contract with the division of costs evenly divided between the City of Starkville, OCEDA and VCC.

AGREEMENT TO PROVIDE CONSULTING SERVICES

This Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of (the “Client”) Oktribbeha County Economic Development Authority (“OCEDA”), the Greater Starkville Development Partnership (“GSDP”), and the City of Starkville, MS, (“Starkville”) and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this 1st day of February 2025 (the “Execution Date”), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. CONSULTING SERVICES. The Consultant agrees to provide the following professional services to the Client as detailed in Exhibit A (a copy of which is attached hereto and incorporated herein by reference) (the “Services”):

2. TERM. The Consultant’s engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant’s engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the “Term”) unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. CONSULTING FEE.

A. Consulting Fee. In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the “Consulting Fee”). The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	\$30,000
Year Two	On or before the 1st anniversary of the Execution Date	\$35,000
Year Three	On or before the 2 nd anniversary of the Execution Date	\$40,000

- B. Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services identified in Exhibit A. Additionally, from the date due until paid, the delinquent amount shall bear interest at the rate of one and one-half percent (1.5%) per month. If Consultant shall engage an attorney to collect any unpaid amount due hereunder, or institutes legal action to enforce the provisions of this Agreement, Consultant shall be entitled to receive from Client, in addition to such unpaid amount plus interest, a reasonable attorney fee and all expenses incurred by Consultant as awarded by a court of competent jurisdiction.

4. CLIENT INFORMATION AND ACCESS.

- A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports, and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.
- B. To facilitate such access and Consultant's delivery of the Services, the Client designates the Mayor (the "Client Representative"), currently Lynn Spruill. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).
- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

- 5. INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions, or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential

information” for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. TERMINATION.

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days’ prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant’s Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days’ prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- D. **By the Consultant Upon the Client’s Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. NOTICES. Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Starkville, MS
110 W. Main Street
Starkville, MS 39759
Email: l.spruill@cityofstarkville.org
Attention: Mayor Lynn Spruill

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677

Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. **STANDARD TERMS.**

- A. **Affiliated Services:** Client acknowledges that affiliates of consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.
- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

- G. **Further Assurances**: Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure**: Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy**: Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure, and refund provisions of Section 6(B) of this Agreement.
- J. **Amendment in Writing**: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect**: This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. **Captions**: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction**: This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment**: No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. **Waiver**: Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival**: Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission**: This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Executed Date.

CLIENT: City of Starkville

By: _____
Name: D. Lynn Spruill
Title: Mayor
Date:

CLIENT: Oktibbeha County Economic Development Authority

By: _____
Name: D. Lynn Spruill
Title: President
Date:

CLIENT: Greater Starkville Development Partnership

By: _____
Name: Brian McCaskill
Title: President
Date:

CONSULTANT:
RETAIL STRATEGIES, LLC

By: _____
Name:
Title:
Date:

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the “consultant”) will provide to the City of Starkville, MS (the “client”).

A. Research

1. Update Retail trade area using political boundaries, drive times, and radii and custom boundary geographies as needed.
2. Update GAP analysis for trade area (i.e. leakage and surplus) as needed.
3. Update Retail peer market analysis as needed.
4. Update Tapestry lifestyles – psychographic profile of trade area/market segmentation analysis as needed.
5. Update Aerial imagery by trade area.
6. Continued identification of retail prospects to be targeted for recruitment.
7. Monthly updates provided on retail industry trends.
8. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Real Estate Analysis

1. Continued monitoring of priority commercial properties for development, re-development, and highest and best use opportunities.
2. Continued identification of priority business categories for recruitment and/or local expansion.
3. Monitor existing shopping centers and retail corridors
4. Active outreach to local brokers and landowners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to the Client’s designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as-needed basis
4. One market visit per calendar year included in the agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

EXHIBIT A (Continued)

II. CLIENT AGREEMENT

*This section outlines what the City of **Starkville, MS** (the “Client”) will provide for Retail Strategies (the “Consultant”).*

A. Point of Contact

1. One individual shall be specifically designated by Client and identified to Consultant as the primary point of contact (“POC”)
2. POC will be responsible for regular communications between Client and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Client as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days’ notice before materials and other information are needed
2. Client/ POC understands that Consultant’s ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Client/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner’s personal situation that may affect willingness to sell property
4. Client/ POC will inform Consultant of plans to attend ICSC conferences providing ample time to assist in planning

C. Information and Material Requested by Client:

1. POC will provide Consultant with no less than 3 business days’ notice before a full update is needed
2. Client/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly



**CITY OF STARKVILLE COVERSHEET-Mayor's Office
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 02.4.2025
PAGE: 1

SUBJECT: Consideration for 20 youth, and 5 coordinators to attend the Statewide Youth Leadership Summit February 28 – March 1, 2025 with advance travel funds to be taken from the Mayor Youth Council budget.

AMOUNT & SOURCE OF FUNDING

Mayor's Youth Council Budget: 001-120-600-340

Registration – 25 x \$55 - \$ 1,375.00
Travel (Bus) Allocation - \$ 100.00
Meal Advance to Marquita Outlaw \$ 950.00

Estimate: Food is as outlined: 1 Breakfast, 2 Lunches, & 2 Dinners
Lunch - \$12.50 per attendee
Dinner - \$15.00 per attendee
Breakfast - \$10.00 per attendee

Marquita Outlaw will bring all receipts for meals back along with any change.

AUTHORIZATION HISTORY: The Mayor Youth Council has attended this annual conference in the past.

MML Youth Leadership Summit

The Mississippi Municipal League Statewide Youth Leadership Summit is a two-day event sponsored by the Mississippi Municipal League. The purpose of the Summit is to bring city officials and youth together to share their experiences of their programs and the impact made on the community. In addition, it establishes a forum where youth can interact and discuss issues and concerns that are important to them. As a result, the Summit has been organized to promote a fun environment for youth and city officials to learn and network with each other. Adults and students alike will walk away from the summit with knowledge of forming their own board program or expanding their current program to new horizons.

**REQUESTING
DEPARTMENT:** Mayor's office

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

FOR MORE INFORMATION, CONTACT: Mayor Youth Council Coordinator, Marketta Outlaw

SUGGESTED MOTION:



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

AGENDA ITEM DEPT.: CCO / Finance
AGENDA DATE: 2-4-2025
PAGE: 1

SUBJECT: Consideration of the approval to pay Poll Managers \$125 and R & R Managers \$145 per election day and \$25 for training class.

AMOUNT & SOURCE OF FUNDING: Election Budget 001-130-602-301

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

From MS Secretary of State Website:
Compensation of Poll Managers:

Poll Managers are paid a minimum of seventy-five dollars (\$75) for each election. The governing authorities of a municipality may, in their discretion, pay poll managers additional compensation in an amount not to exceed fifty dollars (\$50) per election. A Poll Manager designated as the Receiving and Returning Manager is entitled to an additional ten dollars (\$10) for carrying the boxes to the polling place and another ten dollars (\$10) for returning the boxes after the election. (Miss. Code Ann. §§23-15-227; 23-15-229)

The Poll Managers must be at the polling site at 6 am, set up and be ready to open at 7 am. After polls close, they are typically still at the poll until 8 pm or so, making for up to 14 hour days. They also must attend a training class to be eligible to work an election.

**REQUESTING
DEPARTMENT:** Finance and Admin

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin, CFO, CC

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

SUGGESTED MOTION:

Approval to pay Municipal Election Poll Managers \$125 and R & R Managers \$145 per Election Day as well as \$25 for completing training class.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Board
AGENDA DATE: 02-4-25
PAGE: 1

SUBJECT: Consideration of agreement with the Municipal Democratic Executive Committee.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT:

PURCHASING: N/A

DEADLINE: Primary is April 1, 2025 and runoff if needed is April 22, 2025.

AUTHORIZATION HISTORY: The agreements between the City Clerk, City Election Commissioners, and Starkville Municipal Executive Committees are necessary for the City Clerk Office to oversee the Primary, and runoff if needed, elections. This is the same agreement used in past two elections.

SUGGESTED MOTION:

ELECTION AGREEMENT
Between
City of Starkville Municipal Democratic Executive Committee
And
City of Starkville, MS
And
Starkville Election Commission

STATEMENT OF INTENT: In order to insure that the party primaries are conducted in the most efficient manner consistent with providing ALL qualified and duly registered voters of the City of Starkville the opportunity to cast their votes for the candidate(s) of their choice, the Starkville Municipal Democratic Executive Committee hereby enters into agreement with the City of Starkville, through the Starkville City Clerk, and Starkville Election Commission to assist them in conducting municipal Democratic primary elections as outlined below. (Authority: Title 23, Chapter 15 - Mississippi Election Code)

REASONS AND BASIS: Starkville has previously acquired, through an agreement with Oktibbeha County, the electronic voting system to be used in all elections when available. Selected poll workers must be technically proficient and trained in employment of the system to include procedures for opening the polls, instructing the voter, printing "zero" tapes upon opening, closing the polls by collecting votes from each terminal, printing and documenting results, collecting results for return to Election Central and supervise others in the performance of their duties. Poll managers must be proficient in explaining procedures and conducting the primary election.

The City Clerk and Starkville election commissioners, and other key election personnel, have received technical training in the preparation of ballots, election set-up, use of the system, care, handling and maintenance, and the conduct of training of precinct managers and poll workers.

Without relinquishing their legal responsibilities in the conduct of primary elections, the Starkville Municipal Democratic Executive Committee agrees to assistance provided by the City Clerk and Election Commission as outlined below:

Section 1. Programming of election machines and preparation of absentee and affidavit/provisional ballots (Section 23-15-333, 23-15-335, MS Code).

City Clerk / Starkville Election Commissioners agree to program the election machines when used and conduct all Logic and Accuracy Testing. A representative or representatives of the Starkville Municipal Democratic Executive Committee shall attend and assist as needed. The City Clerk shall provide all information from prior elections in regard to voter turnout, and this information will be used by the City clerk and representatives of the Starkville Municipal Democratic Executive Committee in determining the number of paper ballots to be prepared for the purpose of absentee and affidavit/provisional voting and the number of machines to be assigned to each precinct location and paper ballots in the case when machines are not utilized. It is recommended that the Starkville Election Commission be consulted in regard to their expertise in their area.

Section 2. Reservation of polling places; planning for all needed equipment at polling places and distribution and return of precinct locator signs:

- a) The Starkville Election Commission shall reserve all polling places with the appropriate official for each location. A representative from the Starkville Election Commission shall coordinate with the City Clerk for the cleaning of all polling locations, the keys for each location, the number of tables and chairs needed, the distribution and return of precinct locator signs and the rental of bathroom accommodations if the precinct does not presently have such facilities. Said representatives must also keep in mind that fans and / or heaters must be secured in locations where other cooling or heating methods are not provided.
- b) After securing from the City Clerk a list of all needed supplies for balloting, the Starkville Election Commission shall set aside a time for the packing of the ballot boxes and this shall include but not be limited to the poll books, voter receipt books, and supplies required.

Section 3: Appointment of Managers and Clerks: (Section 23-15-265, MS Code)

- a) The Starkville Municipal Democratic Executive Committee shall coordinate with the City Clerk and the Starkville Election Commission to ensure adequate numbers of trained workers are appointed within expected voter turn-out.
- b) The Starkville Municipal Democratic Executive Committee along with the City Clerk shall select and appoint poll workers to occupy positions separately for its party designated areas within the polling place and appropriately marked by party. These workers will receive the voters, conduct name searches in the poll books: write "voted" in the poll book opposite their name, secure voter's signature in the voter's register and direct voter to the poll worker managing the ballot encoder. These workers must attend Election Poll Worker Certification Training, which will be conducted by the City Clerk and the Starkville Election Commission.
- c) The Starkville Election Commission shall appoint a transporter to pick-up, deliver to the precinct, set-up and return the touch screen machines following poll closing. The selected poll worker responsible for opening and closing procedures shall be selected by the Starkville Municipal Democratic Executive Committee and trained by the City Clerk and the Election Commission due to the technical nature of the system. The poll worker (one for each party) charged with activating the ballot using the ballot encoder shall be selected by the executive committee(s). Personnel selected by the Starkville Municipal Democratic Executive Committee shall be sworn to impartiality. Opening and closing procedures shall be observed by the party workers selected by the Starkville Municipal Democratic Executive Committee and those workers shall monitor the opening / closing process and sign the tapes and any necessary documents acknowledging supervision of the results process.
- d) The Starkville Municipal Democratic Executive Committee along with the City Clerk shall designate poll workers to pick-up ballot boxes on Monday afternoon prior to the election on Tuesday. They shall also return ballot boxes to election central following the closing of the polls. Election central will be Starkville City Hall. The City Clerk and the Starkville Election Commission shall designate a physical location and timeframe for ballot and supply boxes to be picked up and returned.

Section 4: Appointment and Responsibilities of Resolution Board: (Section 23-15-523, MS Code)

- e) The election commissioners along with the Starkville Municipal Democratic Executive Committee shall appoint qualified electors who have received the training required to serve as members of the "resolution board." An odd number of not less than three (3) members shall be appointed to the resolution board. The members of the board shall take the oath provided in [Section 268, Mississippi Constitution of 1890](#). Election commissioners,

candidates who are on the ballot and the spouse, parents, siblings or children of such a candidate shall not be appointed to the resolution board. In general and special elections, members of the party executive committees shall not be appointed to the resolution board unless members of all of the party executive committees who have a candidate on the ballot are appointed to the resolution board.

- f) The Resolution Board will process and count the absentee ballots on Election Day according to state law.

Section 5: Mandatory training of Managers and clerks: (Section 23-15-239, MS Code)

The City Clerk and Starkville Election Commission agree to conduct and provide all training required of all managers and poll workers. The Starkville Municipal Democratic Executive Committee should attend and monitor this training and insure attendance of their party workers. Election training is mandatory for all poll workers and members of the Democratic Party Primary Resolution Board.

Section 6: Canvas of returns and announcement of results by the Starkville Municipal Democratic Executive Committee: (Section 23-15-597, MS Code)

The Starkville Municipal Democratic Executive Committee representative(s) will be present during the collection of results from the precincts at election central. They will observe all procedures in receiving, recording, transfer of results and printing of hard copies of results for their respective committee. The appointed Resolution Board shall assist in the determination of any discrepancies in paper ballots.

In the conduct of the duties outlined above, the City Clerk shall assume a support role to the Starkville Municipal Democratic Executive Committee and at no time shall she assume the legal responsibilities of the Starkville Municipal Democratic Executive Committee, nor shall the Starkville Election Commission assume any legal responsibilities of said committee in their assistance to the party executive committees.

Signed this the _____ day of _____, 2025.

Chairman, Starkville Municipal Democratic Executive Committee

City Clerk, City of Starkville, MS

Chairman, Starkville Election Commission



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Board
AGENDA DATE: 02-4-25
PAGE: 1

SUBJECT: Consideration of agreement with the Municipal Republican Executive Committee.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT:

PURCHASING: N/A

DEADLINE: Primary is April 1, 2025 and runoff if needed is April 22, 2025.

AUTHORIZATION HISTORY: The agreements between the City Clerk, City Election Commissioners, and Starkville Municipal Executive Committees are necessary for the City Clerk Office to oversee the Primary, and runoff if needed, elections. This is the same agreement used in past two elections.

SUGGESTED MOTION:

ELECTION AGREEMENT
Between
City of Starkville Municipal Republican Executive Committee
And
City of Starkville, MS
And
Starkville Election Commission

STATEMENT OF INTENT: In order to insure that the party primaries are conducted in the most efficient manner consistent with providing ALL qualified and duly registered voters of the City of Starkville the opportunity to cast their votes for the candidate(s) of their choice, the Starkville Municipal Republican Executive Committee hereby enters into agreement with the City of Starkville, through the Starkville City Clerk, and Starkville Election Commission to assist them in conducting municipal Republican primary elections as outlined below. (Authority: Title 23, Chapter 15 - Mississippi Election Code)

REASONS AND BASIS: Starkville has previously acquired, through an agreement with Oktibbeha County, the touch-screen electronic voting system to be used in all elections when available. Selected poll workers must be technically proficient and trained in employment of the system to include procedures for opening the polls, instructing the voter, printing "zero" tapes upon opening, closing the polls by collecting votes from each terminal, printing and documenting results, collecting results for return to Election Central and supervise others in the performance of their duties. Poll managers must be proficient in explaining procedures and conducting the primary election.

The City Clerk and Starkville Election Commissioners, and other key election personnel, have received technical training in the preparation of ballots, election set-up, use of the system, care, handling and maintenance, and the conduct of training of precinct managers and poll workers.

Without relinquishing their legal responsibilities in the conduct of primary elections, the Starkville Municipal Republican Executive Committee agrees to assistance provided by the City Clerk and Election Commission as outlined below:

Section 1. Programming of Voting Machines and preparation of absentee and affidavit/provisional ballots (Section 23-15-333, 23-15-335, MS Code).

City Clerk / Starkville Election Commissioners agree to program the Voting Machines when used and conduct all Logic and Accuracy Testing. A representative or representatives of the Starkville Municipal Republican Executive Committee shall attend and assist as needed. The City Clerk shall provide all information from prior elections in regard to voter turnout, and this information will be used by the City clerk and representatives of the Starkville Municipal Republican Executive Committee in determining the number of paper ballots to be prepared for the purpose of absentee and affidavit/provisional voting and the number of machines to be assigned to each precinct location and paper ballots in the case when machines are not utilized. It is recommended that the Starkville Election Commission be consulted in regard to their expertise in their area.

Section 2. Reservation of polling places; planning for all needed equipment at polling places and distribution and return of precinct locator signs:

- a) The Starkville Election Commission shall reserve all polling places with the appropriate official for each location. A representative from the Starkville Election Commission shall coordinate with the City Clerk for the cleaning of all polling locations, the keys for each location, the number of tables and chairs needed, the distribution and return of precinct locator signs and the rental of bathroom accommodations if the precinct does not presently have such facilities. Said representatives must also keep in mind that fans and / or heaters must be secured in locations where other cooling or heating methods are not provided.
- b) After securing from the City Clerk a list of all needed supplies for balloting, the Starkville Election Commission shall set aside a time for the packing of the ballot boxes and this shall include but not be limited to the poll books, voter receipt books, and supplies required.

Section 3: Appointment of Managers and Clerks: (Section 23-15-265, MS Code)

- a) The Starkville Municipal Republican Executive Committee shall coordinate with the City Clerk and the Starkville Election Commission to ensure adequate numbers of trained workers are appointed within expected voter turn-out.
- b) The Starkville Municipal Republican Executive Committee shall select and appoint poll workers to occupy positions separately for its party designated areas within the polling place and appropriately marked by party. These workers will receive the voters, conduct name searches in the poll books: write "voted" in the poll book opposite their name, secure voter's signature in the voter's register and direct voter to the poll worker managing the ballot encoder. These workers must attend Election Poll Worker Certification Training, which will be conducted by the City Clerk and the Starkville Election Commission or a contracted company.
- c) The Starkville Election Commission shall appoint a transporter to pick-up, deliver to the precinct, set-up and return the touch screen machines following poll closing. The selected poll worker responsible for opening and closing procedures shall be selected by the Starkville Municipal Republican Executive Committee and trained by the City Clerk and the Election Commission due to the technical nature of the system. Personnel selected by the Starkville Municipal Republican Executive Committee shall be sworn to impartiality. Opening and closing procedures shall be observed by the party workers selected by the Starkville Municipal Republican Executive Committee and those workers shall monitor the opening / closing process and sign the tapes and any necessary documents acknowledging supervision of the results process.
- d) The Starkville Municipal Republican Executive Committee shall designate poll workers to pick-up ballot boxes on Monday afternoon prior to the election on Tuesday. They shall also return ballot boxes to election central following the closing of the polls. Election central will be Starkville City Hall. The City Clerk and the Starkville Election Commission shall designate a physical location and timeframe for ballot and supply boxes to be picked up and returned.

Section 4: Appointment and Responsibilities of Resolution Board: (Section 23-15-523, MS Code)

- e) The election commissioners along with the Starkville Municipal Republican Executive Committee shall appoint qualified electors who have received the training required to serve as members of the "resolution board." An odd number of not less than three (3) members shall be appointed to the resolution board. The members of the board shall take the oath provided in [Section 268, Mississippi Constitution of 1890](#) . Election commissioners, candidates who are on the ballot and the spouse, parents, siblings or children of such a candidate shall not be appointed to the resolution board. In general and special elections,

members of the party executive committees shall not be appointed to the resolution board unless members of all of the party executive committees who have a candidate on the ballot are appointed to the resolution board.

- f) The Resolution Board will process and count the absentee ballots on Election Day according to state law.

Section 5: Mandatory training of Managers and clerks: (Section 23-15-239, MS Code)

The City Clerk and Starkville Election Commission agree to conduct and provide all training required of all managers and poll workers. The Starkville Municipal Republican Executive Committee should attend and monitor this training and insure attendance of their party workers. Election training is mandatory for all poll workers and members of the Republican Party Primary Resolution Board.

Section 6: Canvas of returns and announcement of results by the Starkville Municipal Republican Executive Committee: (Section 23-15-597, MS Code)

The Starkville Municipal Republican Executive Committee representative(s) will be present during the collection of results from the precincts at election central. They will observe all procedures in receiving, recording, transfer of results and printing of hard copies of results for their respective committee. The appointed Resolution Board shall assist in the determination of any discrepancies in paper ballots.

In the conduct of the duties outlined above, the City Clerk shall assume a support role to the Starkville Municipal Republican Executive Committee and at no time shall she assume the legal responsibilities of the Starkville Municipal Republican Executive Committee, nor shall the Starkville Election Commission assume any legal responsibilities of said committee in their assistance to the party executive committees.

Signed this the _____ day of _____, 2025.

Chairman, Starkville Municipal Republican Executive Committee

City Clerk, City of Starkville, MS

Chairman, Starkville Election Commission



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Board
AGENDA DATE: 2-4-2025
PAGE: 1

SUBJECT: Request approval of a Resolution declaring support for the preservation of the federal tax exemption of municipal bonds.



Resolution Supporting Federal Tax Exemption of Municipal Bonds

Attention MML Members,

The tax-exempt municipal bond market has long been a critical resource for state and local governments to finance public infrastructure projects. Since its incorporation into the modern tax code in 1913, the federal tax exemption for municipal bonds has played a pivotal role in enabling affordable infrastructure development across the nation.

Approximately 75% of public infrastructure projects in the United States rely heavily on tax-exempt municipal bonds. These bonds are instrumental in funding vital projects such as roads, bridges, utilities, broadband, water and sewer systems, and hospitals. Without these bonds, the cost of borrowing to complete these projects would be more expensive and increase the tax burden on local citizens by approximately 25%.

Using the template we have provided here, we urge you to pass this resolution at your next meeting, and share it with your members of Congress. It is crucial that your members of Congress hear from you about the importance of preserving the federal tax exemption for municipal bonds in your community.

Robbie Brown
Deputy Executive Director
Mississippi Municipal League

RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS.

WHEREAS, the tax-exempt municipal bond market is a widely used source of capital for states, local governments, tribes, territories, and non-profit borrowers that finances a tremendous share of the nation's public infrastructure; and

WHEREAS, state and local governments finance about three-quarters of the public infrastructure in the United States and use tax-exempt bonds to do so, with the federal government providing only about one-quarter of the investment; and

WHEREAS, federal tax exemption for municipal bonds, dating back to the 1800s and incorporated into the modern tax code in 1913, has been crucial for state and local governments to affordably finance critical infrastructure projects; and

WHEREAS, tax-exempt bonds offer borrowers to achieve a multiplier effect of 2.11, meaning that for every dollar, borrowers achieve \$2.11 in borrowing cost savings thereby demonstrating the efficiency and effectiveness of this exemption in facilitating infrastructure investment; and

WHEREAS, tax-exempt bonds provide for essential infrastructure projects, such as roads, bridges, utilities, broadband, water and sewer systems, and hospitals, which are vital to the health and well-being of our community such that without such bonds, the cost of borrowing would be more expensive thereby causing an increase in taxes and fees that would place an undue burden on taxpayers; and

WHEREAS, the Board of Aldermen of the City ("Governing Body") finds and determines that tax-exempt municipal bonds provide an opportunity for economic development along its path, better facilitate the movement of agriculture products, equipment, and other goods, and increase safety.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows: The Governing Body hereby encourages the Mississippi Congressional Delegation to assist the City of Starkville, Mississippi by preserving the tax-exempt status of municipal bonds by supporting and ensuring the protection of the federal tax exemption of municipal bonds.

BE IT FURTHER RESOLVED, that copies of this Resolution shall be furnished to all members of the Mississippi Congressional Delegation.

Following the reading of the foregoing Resolution, _____ made the motion and _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

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

The motion having received the affirmative vote of a majority of the members of the Board of Aldermen present, being a quorum of said Board of Aldermen, the Mayor declared the motion carried and the resolution adopted this day, _____, 2025.

City of Starkville, Mississippi

Mayor

City Clerk

(seal)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Board
AGENDA DATE: 2-4-2025
PAGE: 1

SUBJECT:

Request approval of a Resolution authorizing the execution of an agreement naming a successor paying agent for the \$10,000,000 combined water and sewer system revenue bonds, series 2019, dated and issued may 1, 2019; and for related purposes.

Cadence Bank is closing its trust department and a new trustee needs to be named for these bonds.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE EXECUTION OF AN AGREEMENT NAMING A SUCCESSOR PAYING AGENT FOR THE \$10,000,000 COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2019, DATED AND ISSUED MAY 1, 2019; AND FOR RELATED PURPOSES.

WHEREAS, the City of Starkville, Mississippi (the “Municipality”), has outstanding its \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated and issued May 1, 2019 (the “Bonds”), authorized by a resolution adopted March 5, 2019 (the “Bond Resolution”); and

WHEREAS, pursuant to the Bond Resolution, BancorpSouth Bank was appointed to serve as paying agent, registrar, and transfer agent for the Registered Owners of the Bonds (the “Registered Owners”); and

WHEREAS, BancorpSouth Bank changed its legal name to Cadence Bank effective October 29, 2021 (the “Paying Agent”); and

WHEREAS, Cadence Bank desires to resign as Paying Agent for the Bonds and the Municipality desires to appoint U.S. Bank Trust Company, National Association, as successor paying agent for the Bonds (the “Successor Paying Agent”); and

WHEREAS, there has been presented to and is before this meeting an Agreement of Resignation, Appointment, and Acceptance (the “Agreement”) among the Municipality, the Paying Agent, and the Successor Paying Agent, under which the Successor Paying Agent will be appointed pursuant to the procedures described in the Bond Resolution;

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

Section 1. The Mayor of the Municipality (the “Mayor”) and the City Clerk of the Municipality (the “City Clerk”) are hereby authorized and directed to execute the Agreement, in substantially the form attached hereto as **Exhibit A** with such changes, insertions, and omissions as may be approved by the Mayor and the City Clerk, said execution being evidence of such approval. The Successor Paying Agent is hereby approved in all respects regarding the Bonds.

Section 2. The Mayor and the City Clerk are authorized and directed to perform any and all other actions necessary to effect and carry out the authority conferred by this resolution to facilitate the change of paying agent for the Bonds, including the execution of all other contracts, documents, certificates, and other instruments that may be required for carrying out the authority conferred by this resolution or to evidence that authority and its exercise.

Section 3. The provisions of this resolution are hereby declared to be separable, and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this resolution.

Section 4. All resolutions and parts thereof in conflict herewith are repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect from and after its adoption.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted on this day, _____, 2025.

City of Starkville, Mississippi

Mayor

City Clerk

(seal)

CERTIFICATE

The undersigned, the City Clerk of the City of Starkville, Mississippi, hereby certifies that the foregoing is a true, correct, and compared copy of a resolution adopted by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on _____, 2025, at its regular Board Meeting held at 5:30 p.m.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Municipality on this day, _____, 2025.

City of Starkville, Mississippi

City Clerk

(seal)

Exhibit A

Form of Agreement Of Resignation, Appointment, And Acceptance

AGREEMENT OF RESIGNATION, APPOINTMENT, AND ACCEPTANCE

This **Agreement of Resignation, Appointment, and Acceptance** (this “Agreement”) by and among **the City of Starkville, Mississippi** (the “Municipality”), **Cadence Bank** (formerly known as BancorpSouth Bank), the prior Paying Agent for the Bonds (the “Prior Paying Agent”), and **U.S. Bank Trust Company, National Association**, as successor paying agent for the Bonds (the “Successor Paying Agent”), is dated as of _____, 2025.

RECITALS:

WHEREAS, the Municipality has outstanding its \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated and issued May 1, 2019 (the “Bonds”), authorized by a resolution adopted by the Mayor and Board of Aldermen of the Municipality (the “Governing Body”) on March 5, 2019 (the “Bond Resolution”); and

WHEREAS, pursuant to the Bond Resolution, BancorpSouth Bank was appointed to serve as paying agent, registrar, and transfer agent for the Registered Owners of the Bonds; and

WHEREAS, BancorpSouth Bank changed its legal name to Cadence Bank (the “Prior Paying Agent”) effective October 29, 2021; and

WHEREAS, the Prior Paying Agent desires to resign as paying agent for the Bonds and the Municipality desires to appoint the Successor Paying Agent for the Bonds; and

WHEREAS, the Successor Paying Agent is willing to accept such appointment as paying agent under the Bond Resolution;

NOW, THEREFORE, the Municipality, the Prior Paying Agent and the Successor Paying Agent, for and in consideration of the mutual covenants and promises herein, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

ARTICLE I

THE PRIOR PAYING AGENT

SECTION 1.01. Pursuant to Section 3.04(d) of the Bond Resolution, the Prior Paying Agent has notified the Municipality that the Prior Paying Agent is resigning as Paying Agent under the Bond Resolution effective as of _____, 2025 (the “Effective Date”).

SECTION 1.02. The Prior Paying Agent hereby assigns, transfers, delivers, and confirms to the Successor Paying Agent all the right, title, and interest of the Prior Paying Agent in and to the trusts under the Bond Resolution and all the estates, properties, rights, powers, trusts, duties, and obligations of the paying agent under the Bond Resolution. The Prior Paying Agent shall execute and deliver such further instruments and shall do such other things as the Successor Paying Agent or the Municipality may reasonably require so as to more fully and certainly vest and confirm in the Successor Paying Agent all the estates, properties, rights, powers, trusts, duties,

and obligations hereby assigned, transferred, delivered, and confirmed to the Successor Paying Agent.

Further, and except as set forth on **Schedule 1.02** attached hereto, the Prior Paying Agent hereby represents and warrants to the Municipality and the Successor Paying Agent that:

- (a) no covenant or condition contained in the Bond Resolution has been waived by the Prior Paying Agent;
- (b) there is no action, suit, or proceeding pending or, to the best of the knowledge of the Prior Paying Agent, threatened against the Prior Paying Agent before any court or any governmental authority arising out of any action or omission by the Prior Paying Agent as Paying Agent under the Bond Resolution;
- (c) the Prior Paying Agent will deliver to the Successor Paying Agent any moneys or property held by the Prior Paying Agent under the Bond Resolution as soon as administratively feasible following the Effective Date of this Agreement;
- (d) this Agreement has been duly authorized, executed, and delivered on behalf of the Prior Paying Agent and, assuming the due authorization, execution, and delivery hereof by the Municipality and the Successor Paying Agent, constitutes its legal, valid, and binding obligation; and
- (e) to the best of the knowledge of the Prior Paying Agent, no event has occurred and is continuing which is, or after notice or lapse of time would become, a default under the Bond Resolution.

SECTION 1.03. The Prior Paying Agent shall deliver to the Successor Paying Agent, as of or immediately after the Effective Date hereof, all of the documents listed on **Exhibit A** hereto, including any such documents needed by the Successor Paying Agent in relation to the Bonds which are not listed on **Exhibit A** hereto.

ARTICLE II

THE MUNICIPALITY

SECTION 2.01. The Municipality hereby accepts the resignation of the Prior Paying Agent as Paying Agent under the Bond Resolution. All conditions relating to the appointment of U.S. Bank Trust Company, National Association, as Successor Paying Agent under the Bond Resolution have been met by the Municipality, and the Municipality hereby appoints the Successor Paying Agent as paying agent under the Bond Resolution with like effect as if originally named as paying agent in the Bond Resolution.

SECTION 2.02. The officers of the Municipality executing this Agreement on behalf of the Municipality hereby certify that the Municipality has the power and authority to: (a) accept the Prior Paying Agent's resignation as paying agent under the Bond Resolution; (b) appoint the Successor Paying Agent as paying agent under the Bond Resolution; and (c) execute and deliver

such agreements and other instruments as may be necessary or desirable to effectuate the succession of the Successor Paying Agent as paying agent under the Bond Resolution.

SECTION 2.03. The Municipality hereby represents and warrants to the Prior Paying Agent and the Successor Paying Agent that:

- (a) this Agreement has been duly and validly authorized, executed, and delivered by the Municipality and, assuming the due authorization, execution, and delivery hereof by the Prior Paying Agent and the Successor Paying Agent, constitutes a legal, valid, and binding obligation of the Municipality;
- (b) the Municipality has not appointed any paying agent other than the Prior Paying Agent and the Successor Paying Agent; and
- (c) the Municipality will continue to perform its obligations under the Bond Resolution.

SECTION 2.04. The Municipality shall give or cause notice of the appointment of the Successor Paying Agent effected hereby, in the form of **Exhibit B** attached hereto, to be given within 10 business days of the Effective Date as is required by the Continuing Disclosure Agreement dated May 1, 2019.

ARTICLE III

THE SUCCESSOR PAYING AGENT

SECTION 3.01. The Successor Paying Agent hereby represents and warrants to the Prior Paying Agent and to the Municipality that:

- (a) the Successor Paying Agent is qualified and eligible under the provisions of the Bond Resolution to be appointed Successor Paying Agent and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) the Successor Paying Agent is a bank 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; and
- (c) this Agreement has been duly and validly authorized, executed, and delivered by the Successor Paying Agent and, assuming the due authorization, execution, and delivery hereof by the Municipality and the Prior Paying Agent, constitutes a legal, valid, and binding obligation of the Successor Paying Agent.

SECTION 3.02. The Successor Paying Agent hereby accepts its appointment as Successor Paying Agent under the Bond Resolution and accepts the estates, properties, rights, powers, trusts, duties, and obligations of the Prior Paying Agent as paying agent under the Bond Resolution, upon the terms and conditions set forth therein, with like effect as if originally named as paying agent under the Bond Resolution.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. This Agreement and the resignation, appointment, and acceptance of the duties of paying agent effected hereby shall be effective as of the opening of business on the Effective Date.

SECTION 4.02. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and except as otherwise expressly provided herein or unless the context otherwise requires, all terms used herein which are defined in the Bond Resolution shall have the meaning assigned to them in the Bond Resolution.

SECTION 4.03. Notwithstanding the resignation of the Prior Paying Agent effected hereby, the Municipality shall remain obligated under Section 3.04(c) of the Bond Resolution to compensate and reimburse the Prior Paying Agent in connection with its role as paying agent under the Bond Resolution.

SECTION 4.04. This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 4.05. The Municipality, the Prior Paying Agent, and the Successor Paying Agent hereby acknowledge receipt of an executed and acknowledged counterpart of this Agreement and the effectiveness thereof.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment, and Acceptance to be duly executed and acknowledged, all as of the date first above written.

City of Starkville, Mississippi

Mayor

City Clerk

(seal)

**Cadence Bank,
as Prior Paying Agent**

By: _____

Name: _____

Title: _____

**U.S. Bank Trust Company,
as Successor Paying Agent**

By: _____

Name: _____

Title: _____

[Signature Page to Agreement of Resignation, Appointment, and Acceptance]

Schedule 1.02

Prior Paying Agent Exceptions

None

EXHIBIT A

Documents to be delivered to the Successor Paying Agent if in the possession of the Prior Paying Agent:

1. Closing transcript and documents
2. Copies of most recent compliance certificates required to be delivered to the Prior Paying Agent, if any
3. Copies of official notices sent to Bondholders during the past twelve months, if any
4. Trust account statements for 2023, 2024, and 2025
5. Bond Insurance Policy or Letter of Credit, if any
6. List of current trust account balances and assets
7. Copies of any requisitions or disbursement requests
8. List of current Bondholder names, addresses, certificate numbers, and amounts owned
9. Listing of current CUSIP numbers, rates, maturities, and outstanding principal
10. Original Bonds or copies of the Bonds
11. Contact information for the Prior Paying Agent

EXHIBIT B

**NOTICE OF LISTED EVENT
APPOINTMENT OF SUCCESSOR PAYING AGENT**

\$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated and issued May 1, 2019, of the City of Starkville, Mississippi (the “Bonds”)

CUSIPS # 855522BG2; 855522BH0; 855522BJ6; 855522BK3; 855522BL1; 855522BM9; 855522BN7; 855522BP2; 855522BQ0; 855522BR8; 855522BS6; 855522BT4; 855522BU1; 855522BV9; 855522BW7

NOTICE IS HEREBY GIVEN, that Cadence Bank (formerly known as BancorpSouth Bank) has resigned as paying agent (the “Paying Agent”) under the resolution authorizing and securing the Bonds (the “Bond Resolution”).

The City of Starkville, Mississippi, has appointed U.S. Bank Trust Company, National Association, as Successor Paying Agent under the Bond Resolution (the “Successor Paying Agent”), and U.S. Bank Trust Company, National Association, has accepted the appointment as Successor Paying Agent under the Bond Resolution.

The address of the corporate trust office of U.S. Bank Trust Company, National Association, is _____.

Cadence Bank’s resignation as Paying Agent and the appointment of U.S. Bank Trust Company, National Association, as Successor Paying Agent will be effective as of the opening of business on _____, 2025.

Dated: _____, 2025

By: City of Starkville, Mississippi



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

**AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: February 4, 2025
PAGE: 1**

SUBJECT: Request approval to advertise 91.8 acres of farm land for an annual lease at the George M. Bryan Field Airport

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTES: Airport Board approved of this advertisement on January 27, 2025

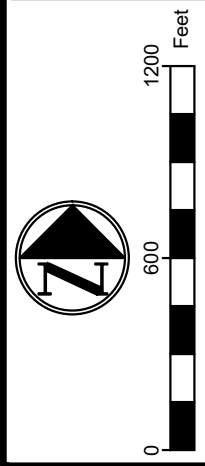
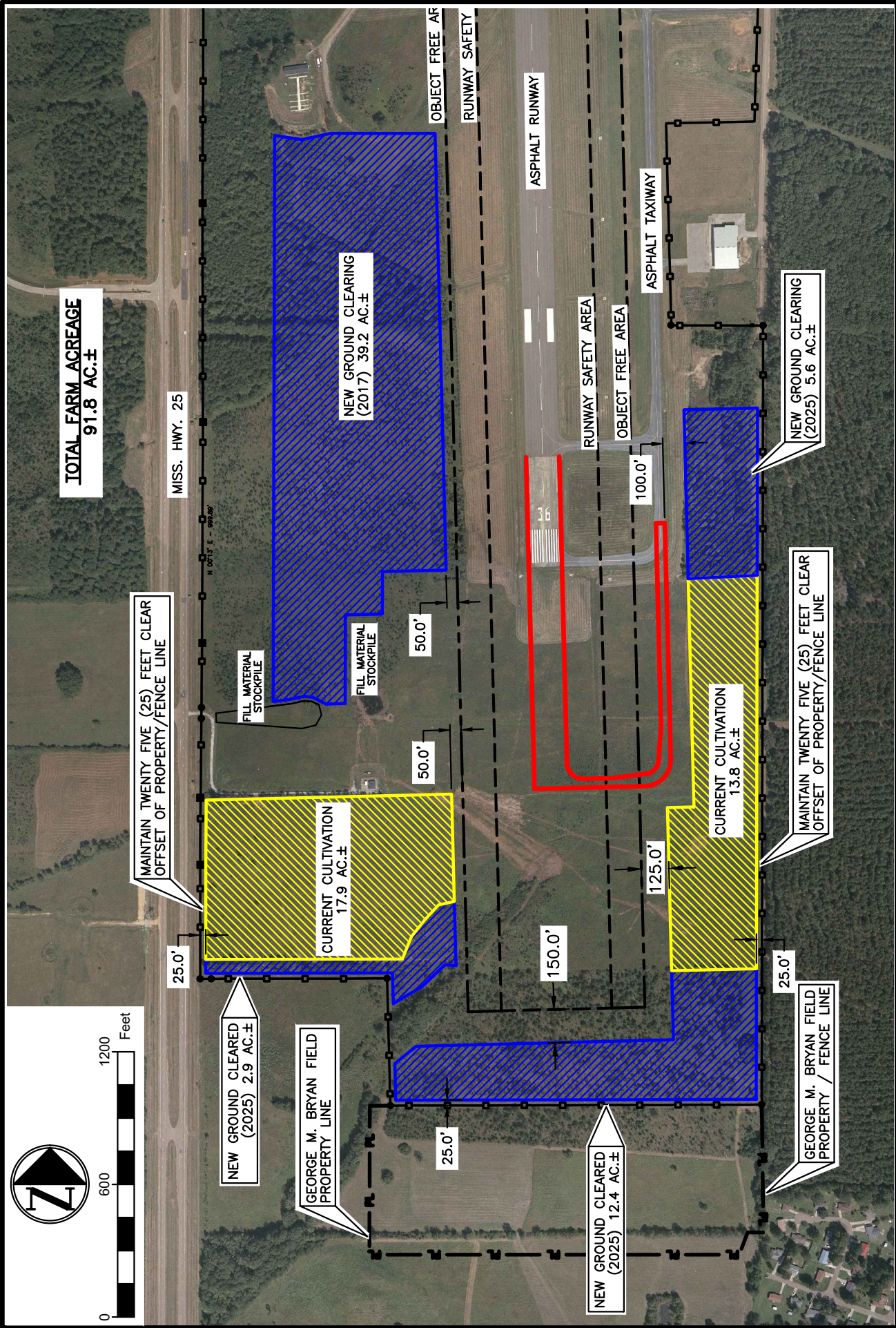
AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: Airport**

**DIRECTOR'S
AUTHORIZATION: Rodney Lincoln**

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

SUGGESTED MOTION: Move to approve to advertise 91.8 acres of farm land for an annual lease at the George M. Bryan Field Airport



CLEARWATER CONSULTANTS, INC. STARKVILLE, MISSISSIPPI	GEORGE M. BRYAN FIELD STARKVILLE, MISSISSIPPI		LAND AVAILABLE FOR AGRICULTURAL LEASE	FIGURE 1
	SCALE: 1" = 600'±	DATE: JANUARY 2025		



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

**AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: February 4, 2025
PAGE: 1**

SUBJECT: Request approval to purchase a John Deere 4052R Compact Utility Tractor from Deere & Company on State Contract in the amount of \$53,310.66

AMOUNT & SOURCE OF FUNDING: Capital Outlay 015-505-720-805, then City 35% - \$18,658.73, County 35% - \$18,658.73 and MSU 30% - \$15,993.20

FISCAL NOTES: Airport Board approved of this purchase on January 27, 2025

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 purchase a John Deere 4052R Compact Utility Tractor from Deere & Company on State Contract in the amount of \$53,310.66

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Charles Shearon

Wade, Inc.

1985 Highway 304 West
Hernando, MS 38632

Tel: 662-429-4483

Mobile Phone: 662-386-5675

Fax: 662-429-4413

Email: cshearon@wadeinc.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Wade, Inc.
1985 Highway 304 West
Hernando, MS 38632
662-429-4483
cward@wadeinc.com

Quote Summary

Prepared For:

CITY OF STARKVILLE
101 E LAMPKIN ST
STARKVILLE, MS 39759
Business: 662-418-5900
Mobile: 662-418-5900
RLINCOLN@CITYOFSTARKVILLE.ORG

Delivering Dealer:

Wade, Inc.
Charles Shearon
1985 Highway 304 West
Hernando, MS 38632
Phone: 662-429-4483
Mobile: 662-386-5675
cshearon@wadeinc.com

State Contract # 8200073314

Price Effective Date: November 1st, 2023

Quote ID: 32210599
Created On: 14 January 2025
Last Modified On: 14 January 2025
Expiration Date: 28 February 2025

Equipment Summary

2024 JOHN DEERE 4052R Compact
Utility Tractor (40 PTO hp) -
1LV4052RLRR408436

Selling Price

\$ 53,310.66 X

Qty

1 =

Extended

\$ 53,310.66

Contract: MS Grounds Maintenance Equip 8200073314 (PG 4D CG 22)

Price Effective Date:

Equipment Total

\$ 53,310.66

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 53,310.66

Trade In

SubTotal

\$ 53,310.66

Est. Service

\$ 0.00

Agreement Tax

Total

\$ 53,310.66

Down Payment

(0.00)

Rental Applied

(0.00)

Balance Due

\$ 53,310.66

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 32210599 **Customer Name:** CITY OF STARKVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Wade, Inc.
1985 Highway 304 West
Hernando, MS 38632
662-429-4483
cward@wadeinc.com

2024 JOHN DEERE 4052R Compact Utility Tractor (40 PTO hp) -

Hours: 0

Stock Number: M0026248

Contract: MS Grounds Maintenance Equip 8200073314 (PG
4D CG 22)

Selling Price *
\$ 53,310.66

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
036BLV	2024 JOHN DEERE 4052R TRACTOR	1	\$ 44,097.00	18.00	\$ 7,937.46	\$ 36,159.54	\$ 36,159.54
Standard Options - Per Unit							
0202	UNITED STATES - COUNTRY CODE	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	ENGLISH OM & MAINT	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	EHYDRO TRANSMISSION	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1717	FIL W/HD BKT NSLCUT CARRIER	1	\$ 8,879.00	18.00	\$ 1,598.22	\$ 7,280.78	\$ 7,280.78
2050	CAB W/STANDARD SEAT	1	\$ 11,210.00	18.00	\$ 2,017.80	\$ 9,192.20	\$ 9,192.20
2660	FACTORY INSTALLED RADIO	1	\$ 705.00	18.00	\$ 126.90	\$ 578.10	\$ 578.10
4061	LESS IMATCH QUICK HITCH	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5240	W&T, 16.9-24 6PR, R4, REAR	1	\$ -50.00	18.00	\$ -9.00	\$ -41.00	\$ -41.00
6240	W&T, 10.0 X 16.5, R4, FRONT	1	\$ 172.00	18.00	\$ 30.96	\$ 141.04	\$ 141.04
Standard Options Total			\$ 20,916.00		\$ 3,764.88	\$ 17,151.12	\$ 17,151.12
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 65,013.00		\$ 11,702.34	\$ 53,310.66	\$ 53,310.66



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: February 4, 2025
PAGE: Page 1 of 20

SUBJECT:

Discussion and Consideration of CMP 25-01 a request for a renewal of a Conceptual Master Plan to determine use designations for two parcels zoned Optional District located on Highway 25 with the parcel numbers 119 -29-006.02 and 119 -32-002.01.

SUMMARY:

The applicant, David Josey, on behalf of 4/J I LP, is requesting a renewal of a Conceptual Master Plan originally approved by the Board of Aldermen on April 6, 2021, and reapproved on March 21, 2023. The property is located on the east side of Highway 25 +/- 1,100 feet south of Garrard Road. The request is to designate the use of portions of the two parcels as Optional Conservation Development (O-CD) and Optional Commercial (O-C). The subject properties have the parcel numbers 119 -29-006.02 and 119 -32-002.01.

On July 7, 2023, the Unified Development Code was updated to state, "An expired conceptual master plan may be reapproved at the discretion of the Board of Aldermen." The reapproval would take effect on March 21, 2025, and be valid until March 21, 2027.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:**

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 CMP 25-01 a request to renew the Conceptual Master Plan request for two lots with the parcel numbers 119-29-006.02 and 119-32-002.01 to take effect on March 21, 2025, and be valid until March 21, 2027.



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 CMP 25-01 a request for a renewal of a Conceptual Master Plan to determine use designations for two parcels zoned Optional District located on Highway 25 with the parcel numbers 119 -29-006.02 and 119 -32-002.01
Date: February 4, 2025

The purpose of this report is to provide information regarding the request by David Josey on behalf of 4/J I LP for the renewal of a Conceptual Master Plan (CMP) to determine use designations for two parcels zoned Optional District. The properties are located on the east side of Highway 25 +/- 1,100 feet south of Garrard Road. The request is to designate the use of portions of the two parcels as Optional Conservation Development (O-CD) and Optional Commercial (O-C). The subject properties have the parcel numbers 119-29-006.02 and 119-32-002.01. Please see attachments 1- 7.

BACKGROUND INFORMATION

- The Board of Aldermen approved the original request for a Conceptual Master Plan on April 6, 2021.
- The Board of Aldermen approved a renewal of the Conceptual Master Plan on March 21, 2023

CRITERIA FOR CONCEPTUAL MASTER PLAN REVIEW AND APPROVAL (Section 3.3.3)

3.3.3 Criteria For Conceptual Master Plan Review And Approval

- A. Site and structure suitability.** The proposed site configuration has been adequately sized in accordance with the base dimensional standards of section 10 and can be adequately served with public utilities and safety services.
- B. Circulation.** The proposed location of vehicular and pedestrian access points to public roads and adjacent property is compliant with all access requirements in the Unified Development Code and with all City policies that regulate vehicular and pedestrian access.
- C. Connections to adjacent property.** The proposed location of all vehicular and pedestrian access points to adjacent properties does not create a current or future hardship to creating connectivity based on the physical features of the area of the proposed vehicular and pedestrian access points.

SECTION 10: OPTIONAL DISTRICT

10.1.1 General Purpose

The intent of the Optional District is to allow the following four (4) distinct use categories, or any combination thereof, that can be applied by right within the Optional District (O) zone with the approval of a conceptual master plan:

1. (O-C) Commercial
2. (O-I) Industrial
3. (O-TND) Traditional Neighborhood Development
4. (O-CD) Conservation Development

10.1.2 Conceptual Master Plan

The optional district is a zone that allows for use categories to be applied with the approval of a conceptual master plan.

10.1.3 Subdivided Property

Any property that is subdivided for development within an Optional District, shall be required to follow the process for Procedures for Review and Approval of Conceptual Master Plan in Optional District in Section 3.3.

10.1.4 Regulated In Accordance With Development Standards

Until the conceptual master plan has been approved, property within the Optional District shall be regulated in accordance with the development standards and use standards for Optional Existing (O-E) use category

10.1.5 New Development Or Modification Of Existing

Any new development or modification of an existing development on a parcel that existed at the time of adoption of the Unified Development Code within the Optional district, shall use the principal building setbacks, accessory dwelling unit setbacks, accessory structure setbacks, parking setbacks, principal building height, accessory dwelling unit height, and accessory structure height in accordance with the following:

1. Residential Use. Any permitted residential use shall use the Rural Neighborhood requirements in Section 6.3.
2. Commercial Use. Any permitted non-residential use shall use the Commercial Rural requirements in Section 7.2.

10.2.1 The Optional Traditional Neighborhood Development

The Optional Traditional Neighborhood Development (O-TND) use category offers a mixture of uses in an urban form. Housing and commercial uses can occur in a variety of types and densities and the overall design should result in a pedestrian-friendly place.

10.2.2 The Optional Conservation Development

The Optional Conservation Development (O-CD) use category is a residential development pattern that allows for clustering of housing to result in a preserved open space.

10.2.3 The Optional Industrial Development

The Optional Industrial Development (O-I) use category is designed to provide a well-designed “campus” style space with unifying elements for streets, landscaping, signage, and architecture. The intent is to allow for large scale master planned developments for manufacturing, assemblage, warehousing, research, distribution, operation, and/or data processing centers.

10.2.4 The Optional Commercial Development

The Optional Commercial Development (O-C) use category allows for a range of commercial uses, including retail, dining, personal services, professional services, office, and other related uses. The intent of this option is to allow for large scale master planned developments to serve not only the local but also the regional market needs in addition to smaller scaled commercial uses.

10.2.5 The Optional Traditional Neighborhood

The Optional Traditional Neighborhood (O-TN) use category allows for traditional neighborhoods with a range of housing types and limited small-scale commercial uses.

10.4 Optional- Conversation Development (O-CD)

10.4.1 Use Category

The conservation development use category trades smaller lot sizes with reduced setbacks and increased density in exchange for preserving common open space. This allows for a more efficient layout of lots, streets, utilities, and common open space in an attempt to protect the natural character of an area through the preservation of open space, recreation areas, and environmental features.

10.4.2 Minimum Gross Site Area

The minimum gross site area to implement the Optional Conservation Development use category is ten (10) acres.

10.4.3 Base Dimensional Standards

Optional Conservation Development	
A. Site	O-CD
A1 Density (max)	10 dwellings per acre
A2 Gross site area (min)	10 acres
B. Open Space	O-CD
B1 Open space required (min)	40%
B2 Percentage of lots abutting open space (min)	50%
B3 Contiguous area (min)	60%
B4 Width of open space (min)	50'

C. Lot Dimensions	O-CD
C1 Lot size per unit (min)	4000 sq. ft.
C2 Lot width	45'
C3 Lot width at corner	80'
D. principal Building Setbacks	O-CD
D1 Front setback	20'
D2 Side setback (min.)	5'
D3 Side setback corner lot (min.)	20'
D4 Rear setback (min.)	20'
D5 Rear setback adjacent to street or alley (min.)	25'
E. Accessory Dwelling Unit/Structure Setbacks	O-CD
E1 Front setback	Behind rear wall of principal building
E2 Side setback	5' min
E3 Side setback corner lot (min.)	25'
E4 Rear setback	5', minimum of 10' from any structure
E5 Rear setback adjacent to alley for garages (min.)	20'
E6 Structures housing livestock (min.)	N/A
F. Parking Setbacks	O-CD
F1 From primary street	N/A
G. Height	O-CD
G1 Principal building(s) (max)	30', 2 story
G2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
G3 Accessory structure agricultural use	15'
H. Pedestrian Access	O-CD
H1 Street-facing primary entrance along street	yes

10.4.4 Common Open Space Requirements

1. Amount of Open Space
 1. Applicants using the Optional Conservation Development use category must set aside at least forty percent (40%) of the total project area as common open space.
 2. Open space is calculated as a percentage of the net site area.
2. Open Space Allocation- The following hierarchy of categories shall be used in allocating land for required common open space. Before allocating land from a lower category, all applicable space shall be allocated from the higher category. If none of the categories are present on a particular site,

open space shall be located to maximize its benefit to the environment and the overall aesthetics of the area.

1. Floodway areas
 2. Jurisdictional wetlands
 3. Areas that connect to neighboring open space, trails, or greenways
 4. Individual or stands of existing healthy canopy tree(s) with a minimum diameter at breast height of eighteen (18) inches or greater
 5. Required buffer yards
 6. Areas designated as a Special Flood Hazard
 7. Steep slopes
3. Configuration of Open Space
1. The minimum width for any required open space is fifty (50) feet. Exceptions may be granted as part of the platting process for items such as trail easements, linear parks, and tree conservation areas.
 2. At least sixty percent (60%) of the required open space must be contiguous. For the purpose of this section, contiguous includes any open space bisected by a street provided that:
 1. A pedestrian crosswalk provides access to the open space on both sides of the street.
 2. The right-of-way area is not included in the calculation of minimum open space required.
 3. Where feasible, the open space should adjoin any neighboring areas of open space, other protected areas and non-protected natural areas.
 4. The required open space must be directly accessible to the largest practicable number of dwelling units within the development. Non-adjoining lots must be provided with safe and convenient access to the open space by a hard-surfaced walkway.
 5. No lot in a development can be farther than a $\frac{1}{4}$ mile radius from the open space. This radius is measured in a straight line from the lot line, without regard for street, sidewalk, or trail connections, to the nearest point of the open space.
 6. Access to the open space must be provided either by an abutting street or easement not less than twenty (20) feet in width.
4. Allowed Uses of Open Space- To the extent not otherwise prohibited, required open space may be used for the following:
1. Conservation areas for natural, archeological, or historical resources.
 2. Meadows, woodlands, wetlands, wildlife corridors, or similar conservation-oriented areas.
 3. Pedestrian or multipurpose trails.
 4. Passive recreation areas.
 5. Active recreation areas, provided that impervious area is limited to no more than twenty-five percent (25%) of the total open space.

6. Water bodies, such as lakes, ponds, and floodways provided that the total surface area does not exceed fifty percent (50%) of the required open space.
7. Restricted agriculture such as community gardens, floriculture, pasturage, hay production, vineyard, and noncommercial row crop production.
8. Stormwater control measures.
9. Easements for drainage, access, and underground utility lines.
5. Stormwater Control Measures- no more than twenty-five percent (25%) of the required common space shall be devoted singularly or collectively to detention or retention ponds. However, this requirement shall not apply to retention ponds that meet all of the following criteria:
 1. The retention pond or closely connected series of ponds has at least 20,000 square feet of water surface area at normal water level.
 2. The retention pond is surrounded by accessible open space.
 3. The retention pond is accessible to all homeowners.
6. Prohibited Uses of Open Space- Required open space cannot be used for the following:
 1. Overhead electric transmission lines or high voltage electrical transmission lines
 2. Telecommunication towers
 3. Water towers
 4. Streets and impervious parking areas. Streets crossing open space are allowed but should be avoided if possible.
7. Ownership and Management of Open Space
 1. Ownership- Required open space must be owned and maintained by one of the following entities:
 1. A land conservancy or land trust with the legal authority to own the open space. The responsibility for maintaining the open space and any facilities shall be borne by a land conservancy or land trust.
 2. A homeowners' association representing residents of the development may own the open space. The homeowners' association must have lien authority to ensure the collection of dues from all members. The responsibility for maintaining the open space and any facilities is borne by the homeowners' association. All of the above shall be specifically addressed in the covenants filed for the development.
 2. Conveyance- The conveyance of common open space shall be in accordance with the following:
 1. Open space shall be conveyed to the land conservancy or homeowners' association in fee simple without any encumbrances except drainage, greenway, and utility easements. Title to the real property shall be conveyed no later than the time of conveyance of the first lot within the applicable phase of the development.

2. Open space shall be preserved for the perpetual benefit of the residents within the development and it shall be restricted against private or public ownership for any other purpose except the acquisition by condemnation or in lieu of condemnation and the granting of utility, drainage, and greenway easements.
3. Dissolution-
 1. If the homeowners' association is dissolved, the open space may be offered to another entity who shall be responsible for the maintenance and upkeep of the open space. If no other offer is accepted, the open space shall be offered to the City at no cost and if accepted, deeded to the City.
 2. Any non-maintained open space that is not owned by the City, a land conservancy, or a homeowners' association shall be the responsibility of the owners of all lots within the platted subdivision. A special tax assessment may be used to provide for maintenance by the City after all necessary easements for maintenance have been provided. The reestablishment or creation of a homeowners' association may be necessary to allow for maintenance agreements or transfer of real property.

10.6 Optional- Commercial Development (O-C)

10.6.1 Use Category

The Optional Commercial development use category allows a range of commercial uses, including retail, dining, personal services, professional services, offices, multi-unit dwelling residential, and other related uses in a master planned development.

10.6.2 Minimum Gross Site Area

The minimum gross site area to implement the Commercial Development use category is one (1) acre.

10.6.3 Base Dimensional Standards

Optional Commercial Development	
A. Lot Dimensions	O-C
A1 Site size (min)	1 acres
A1 Individual lot size (min)	20,000 sq. ft
A2 Lot width (min)	100'
B. Building/Structure Setbacks	O-C
B1 Front setback min	20'
B2 Front setback max	N/A
B3 Side setback	10'
B4 Side setback adjacent to detached residential	50'
B5 Side setback corner lot	20'
B6 Rear setback	20'
B7 Rear setback adjacent to detached residential	50'

C. Parking Setbacks	O-C
C1 From primary street	5'
C2 From side street	5'
C3 From side and rear property line	5'
C4 From side rear property line adjacent to detached residential	See buffer yard requirements
D. Height	O-C
D1 Principal building(s) (max)	50', 4 story
D2 Accessory structure(s) (max)	15', 1 story
E. Pedestrian Access	O-C
E1 Street-facing primary entrance along street	yes
E2 Sidewalk connection to street from each entrance	yes
F. Mixed-Use	O-C
F1 Residential	yes, above 1st floor
F2 Industrial	no

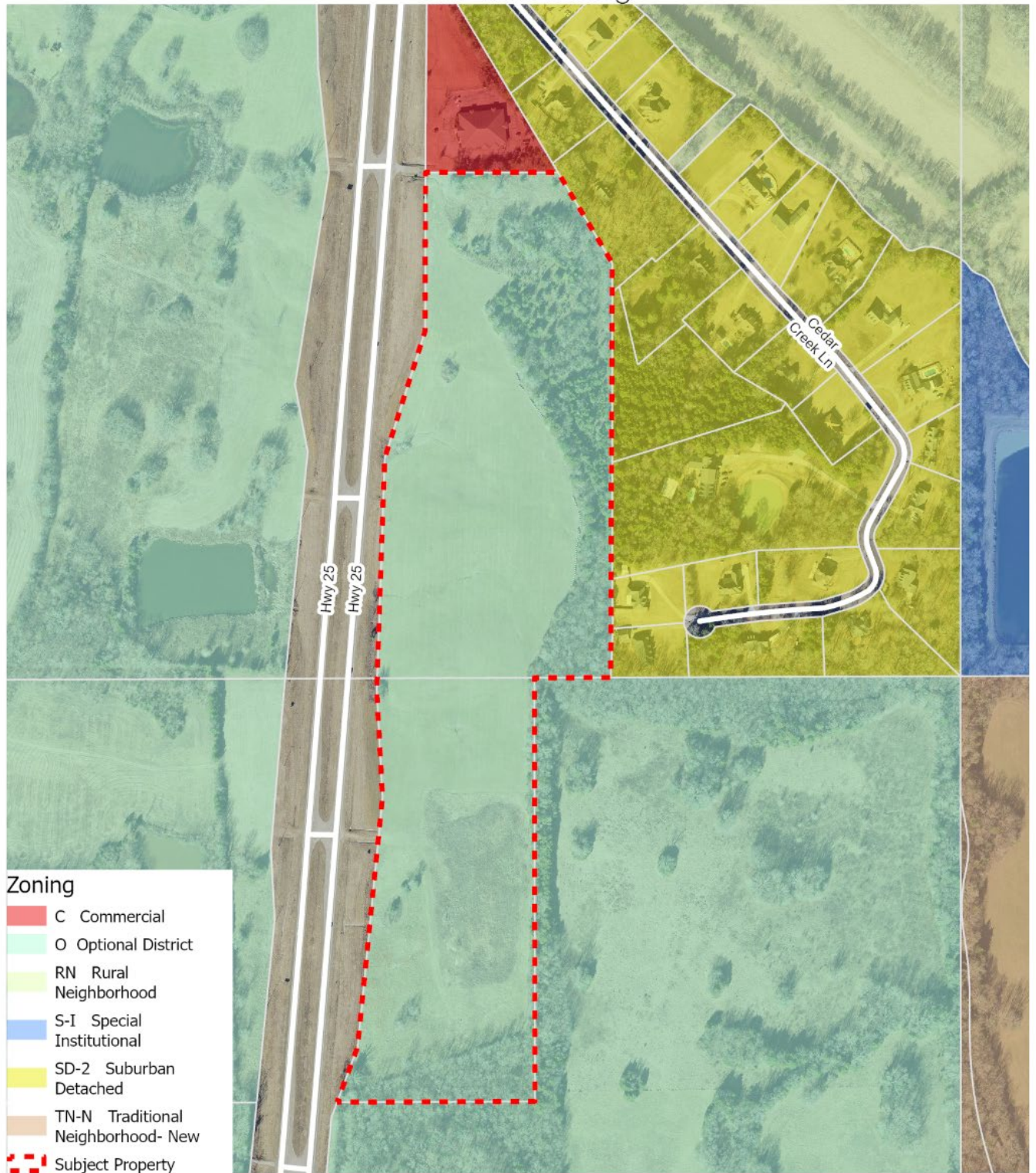
CONDITIONS OF APPROVAL

The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of a Conceptual Master Plan in Optional District shall run with the land and shall be binding upon the applicants, their heirs, and/or successors.

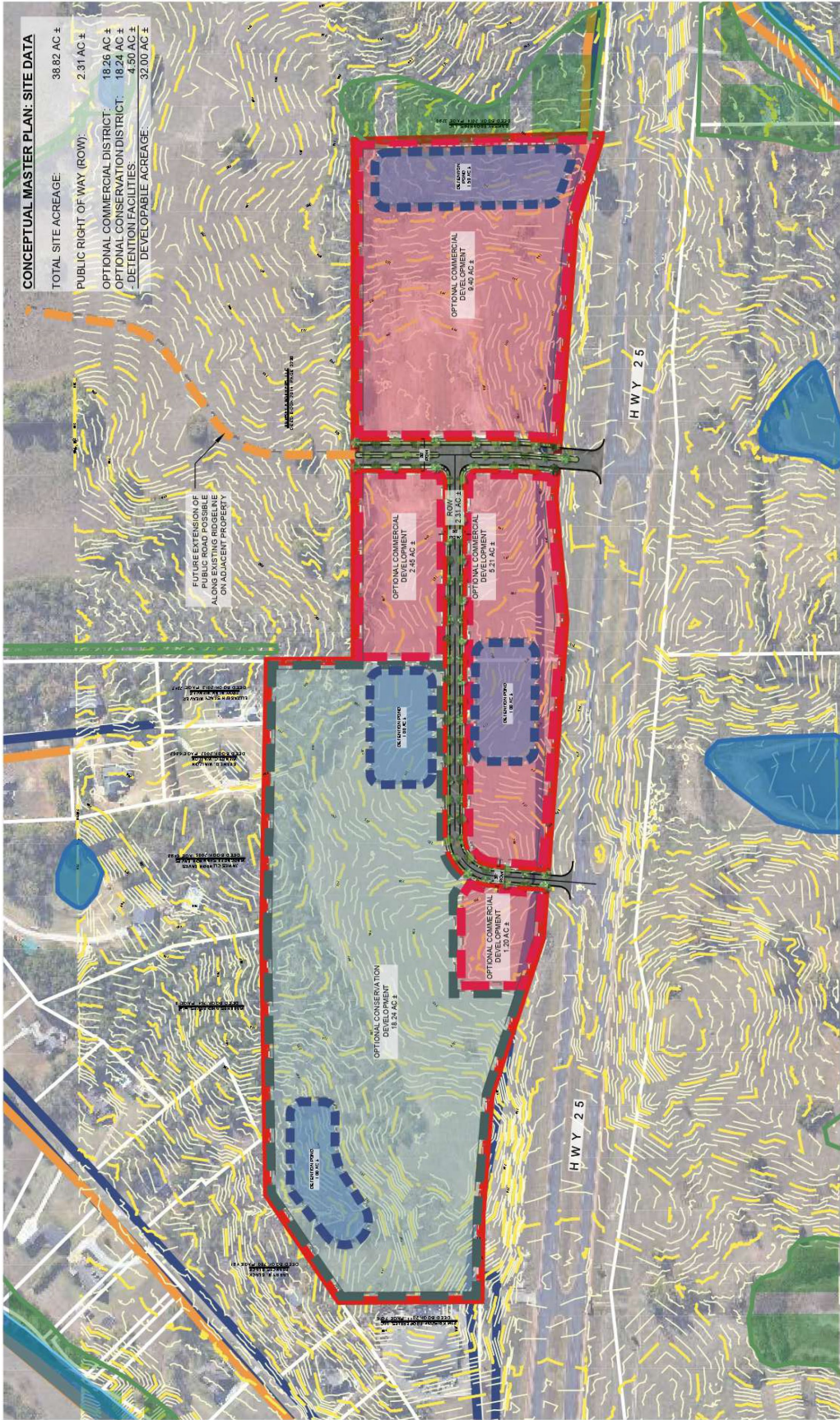
Attachment 1
CMP 25-01 Aerial



Attachment 2
CMP 25-01 Zoning



Attachment 3- Conceptual Master Plan



JOSEY PROPERTY
STARKVILLE, MS
CONCEPTUAL MASTER PLAN



Kimley»Horn

Attachment 4- Site Analysis



JOSEY PROPERTY
STARKVILLE, MS
 SITE ANALYSIS



Kimley»Horn

Attachment 5- Applicant Statement

To: Daniel Havelin, City Planner - City of Starkville
From: David Josey, General Partner - 4J Properties (4/J I, LP)
Date: January 3, 2025
Re: Letter of Application for Renewal of Conceptual Master Plan

We are submitting the attached application to request the renewal of a Conceptual Master Plan for an approximately 38.8 acre site that includes public road frontage of Highway 25. The Conceptual Master Plan was originally approved by the City in April 2021 and last renewed on March 21, 2023. Both approvals are attached. Other attachments: Conceptual Master Application for Optional District, Conceptual Master Plan Site Data, Conceptual Master Plan Analysis Legend.

The property is zoned Optional District, as it was when the Conceptual Master Plan was originally approved. Per Unified Development Code Section 10.1.1, the intent of the Optional District is to allow the four (4) district use categories, or any combination thereof, that can be applied by right within Optional District (O) zone with approval of the conceptual master plan.

- A. (O-C) Commercial Development
- B. (O-I) Industrial Development
- C. (O-TND) Traditional Neighborhood Development
- D. (O-CD) Conservation Development

The proposed Conceptual Master Plan has been designed to include Optional Commercial Development and Optional Conservation Development on the subject property.

EXISTING CONDITIONS

This property is undeveloped and is covered almost entirely by open pasture, with the exception of a wooded area on the southern property line containing a mixture of mostly 10-15 year old hardwood trees. Please see the Site Analysis for more information about existing site features.

To the north, the property abuts the USDA Office Building, and to the east it abuts large single family residential lots located off of Cedar Creek Lane. In addition, on the southern and eastern boundary of the site, the property abuts a large undeveloped tract of land, which is also zoned Optional District. The entire western boundary is Highway 25 road frontage.

CRITERIA FOR A CONCEPTUAL MASTER PLAN (CMP)

Per the Unified Development Code, there are criteria to be considered for any Conceptual Master Plan (CMP) review and approval. Each of these are addressed below:

3.3.3. A - Site and structure suitability. *The proposed site configuration has been adequately sized in accordance with the base dimensional standards of section 10 and can be adequately serviced with public utilities and safety services.*

- The 'developable areas' proposed within the CMP conform with the dimensional standards required by the UDC. These areas have been carefully sized and located to ensure they are suitable for the development of a range of uses that are permitted in the Commercial and Conservation Development Districts.
- This site can be adequately served with public utilities as shown on the Site Analysis Exhibit. The property can also be served with necessary safety services.
- The location of the two proposed use districts is strategic and based on creating transitional land uses from the adjacent properties.

The Optional Conservation Development Use is proposed adjacent to existing large single family lots and contains the only large wooded area of the site. With the development requirement of setting aside at least forty percent (40%) of the total project area as common open space, the location of the Optional Conservation Development would allow for the large wooded area to potentially be preserved and create a buffer between the adjacent single family lot and future development on the subject property.

The Optional Commercial Development Use has been proposed in a location that takes advantage of the visibility and exposure along the Highway 25 frontage, while accommodating the potential for future connectivity of an east — west public road through the subject property. With the anticipated growth of the western portion of Starkville and a need for future connectivity to the existing road network east of the site, it was a logical decision to locate Commercial Development at this intersection that aligns with an existing median break in Hwy 25. Additionally, the Commercial Development is located in a manner that prevents it from abutting existing single family residential property.

3.3.3. B - Circulation. *The proposed location of vehicular and pedestrian access points to public roads and adjacent property is compliant with all access requirements in the Unified Development Code and with all City policies that regulate vehicular and pedestrian access.*

- The proposed public rights-of-way comply with the access requirements in the UDC by providing vehicular access to adjacent property along shared property lines.

- The final widths and road cross sections of the proposed public rights-of-way are subject to approval by the City Engineer. Furthermore, the public roads indicated on the CMP have not been designed based on recommendations from a Traffic Impact Study accounting for specific future land uses.

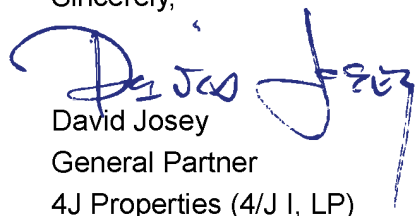
3.3.3 C - Connections to adjacent property. *The proposed location of all vehicular and pedestrian access points to adjacent properties does not create a current or future hardship to creating connectivity based on the physical features of the area of the proposed vehicular and pedestrian access points.*

- The proposed east-west public road connection through the subject property has been planned to become the primary connection from Highway 25 to the adjacent undeveloped land, which is also zoned Optional District.
- This proposed east-west public road shown on the CMP aligns with an existing median break in Hwy 25 and connects to the adjacent property to the east at a common ridge or high point on the land that spans across both properties. This alignment and placement of the connection to the east along a common ridge does not create a future hardship for proposed connectivity.
- If the Hospital Road Extension project becomes a reality in the future and the road alignment is established to connect to Hwy 25 at this median break, this proposed east-west connection shown on the subject CMP could be designed to accommodate such a road extension.

Prior to the adoption of the Unified Development Code and updated Zoning Map, the entire subject property was zoned Commercial. The proposed CMP seeks to create a land use strategy that adds diversity to the permitted uses, enables transitional land uses to be established along the adjacent existing single family lots, and provides the property owner flexibility to meet future market demands for development. Additionally, the layout and alignment of the proposed public road network within the subject property ensures cross connectivity with future development and allows for more holistic transportation planning decisions to be made as this area of Starkville grows in the future.

I am glad to address any questions you may have.

Sincerely,


David Josey
General Partner
4J Properties (4/J I, LP)

Attachment 6- First Approval Letter



Daniel Havelin
City Planner
d.havelin@cityofstarkville.org
Phone: 662-323-2525 x 3136

April 7, 2021

Attention:
David Josey
PO Box 231
Starkville, MS 39760

RE: CMP 21-01 Josey Hwy 25 East- Conceptual Master Plan – Approved

Mr. Josey:

The Board of Aldermen at their regular meeting on April 6, 2021 approved your request for a Conceptual Master Plan as a part of the Optional District Zoning Designation and to designate use designations be C-Commercial and CD-Conservation Development for two lots located on Highway 25 with the parcel numbers 119 -29-006.02 and 119 -32-002.01. The conceptual master plan approval shall be valid for two (2) years unless an approved and active site plan for the property has been issued or a final plat has been approved. The approved plan is shown on attachment 1.

If you have any questions, please do not hesitate to call me at (662) 323-2525 ext 3136.

Regards,

A handwritten signature in black ink, appearing to read "D. Havelin".

Daniel Havelin
City Planner



Attachment 7- Second Approval Letter



Daniel Havelin
City Planner
d.havelin@cityofstarkville.org
Phone: 662-323-2525 x 3136

March 22, 2023

Attention:
David Josey
PO Box 231
Starkville, MS 39760

RE: CMP 23-01 Josey Hwy 25 East- Conceptual Master Plan – Approved

Mr. Josey:

The Board of Aldermen at their recessed meeting on March 21, 2023 approved your request for a renewal of a Conceptual Master Plan as a part of the Optional District Zoning Designation and to designate use designations be C-Commercial and CD-Conservation Development for two lots located on Highway 25 with the parcel numbers 119 -29-006.02 and 119 -32-002.01. The conceptual master plan approval shall be valid for two (2) years unless an approved and active site plan for the property has been issued or a final plat has been approved. The approved plan is shown on attachment 1.

If you have any questions, please do not hesitate to call me at (662) 323-2525 ext 3136.

Regards,

A handwritten signature in black ink, appearing to read "D. Havelin".

Daniel Havelin
City Planner





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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: February 4th, 2024
PAGE: Page 1 of 12

SUBJECT:

Consideration of approving a professional services contract with Tunnel, Spangler & Associates, Inc. (TSW) for updating the City's Complete Streets Policy, Traffic Calming Policy, providing on-call design services, and other multi-modal transportation-related services for an hourly, not-to-exceed amount of \$25,000.

AMOUNT & SOURCE OF FUNDING:

001-197-600-308 Engineering and Professional Services

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:

This agenda item seeks approval of a professional services contract with Tunnel, Spangler & Associates, Inc. (TSW), a firm specializing in Complete Streets policies and multi-modal transportation projects. The City intends to engage TSW to assist in updating and aligning several existing policies and plans, including the Complete Streets Policy, Traffic Calming Policy, Access Management Policy, Bike-Ped Masterplan, and Unified Development Code. The goal is to create a cohesive framework that strengthens these policies, ensuring they are enforceable and interconnected to support the City's ongoing vision for robust and sustainable bike-pedestrian infrastructure.

This initiative aims to build on the significant progress the City has made in advancing bike-pedestrian infrastructure, locking in these gains and setting a clear path forward for continued improvement. Additionally, the contract will allow the department to utilize TSW's expertise on an as-needed basis for specialized technical assistance. This may include unique or complex designs, such as mini roundabouts, chicanes, bump-outs, and other transportation-related projects that enhance safety and mobility for all road users.

Approval of this contract will provide the City with the technical expertise needed to refine its policies, ensure future development aligns with its multi-modal transportation goals, and address specific design challenges as they arise.

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move to approve a professional services contract with Tunnel, Spangler & Associates, Inc. (TSW) for updating the City's Complete Streets Policy, Traffic Calming Policy, providing on-call design services, and other multi-modal transportation-related services for an hourly, not-to-exceed amount of \$25,000.

AGREEMENT FOR SERVICES

January 27, 2025

City of Starkville **Complete Streets Implementation Program**



Primary Contact: Bert Kuyrkendall
Transportation Manager

1100 Market St, Suite 600
Chattanooga, TN 37402

Main: 423.551.9614

Direct: 423.417.9233

Email: bkuyrkendall@tsw-design.com

Web: tsw-design.com

Agreement – Starkville Complete Streets Implementation Program

January 24, 2025

Tunnell, Spangler & Associates, Inc. d/b/a TSW (the Consultant) agrees to provide the City of Starkville, MS (the Client) the following professional on-call services associated with Complete Streets Implementation Program in Starkville, MS (the Project), and the Client contracts for such services and agrees to pay for them according to the fees, terms, and conditions set forth herein (the Agreement).

The Client and Tunnell, Spangler & Associates, Inc. d/b/a TSW are independent parties and nothing in this Agreement constitutes either party as the employer, principal, or partner of or joint venture with the other party. Neither the Client nor the Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

1. SERVICES

The Consultant will provide the following services (the Services):

On-call services for complete streets program work outlined in Exhibit A (Scope of Services).

2. EXCLUSIONS

The Consultant will not be responsible for the following services:

n/a

3. SERVICE ADJUSTMENTS

Both the Consultant and the Client hereby acknowledge that the Services specified in Section 1 above are subject to refinement. The Consultant and the Client may, at any time during the Agreement period (see Section 4 Schedule below), make changes to the Services and their technical provisions, as mutually agreed upon in writing. Client shall give Consultant email notification to proceed with work on specific tasks listed within the scope before Consultant proceeds with such work.

4. SCHEDULE

A. The full length of this Agreement (the Schedule) is as follows:

One year duration starting at notice to proceed from the Client

5. FEES

The Consultant agrees to provide services included in this Agreement on an on-call hourly basis at the rates listed in Exhibit B (Fees) with a not-to exceed limit of \$25,000. Time spent on design work, meetings, field visits, and any other tasks related to the project will be logged and billed at the agreed hourly rates.

6. RESERVATION OF RIGHTS

All rights not expressly granted hereunder are reserved by the Consultant, including but not limited to all rights to sketches, comps, or other preliminary materials. See Section 7 Copyrights below.

7. COPYRIGHTS

Both the Client and the Consultant will hold joint copyright ownership of all work products, including but not limited to designs, reports, data, and other deliverables created during the course of this project. This shared ownership applies during and after the production process.

8. PERMISSIONS AND RELEASES

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Services at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

9. BILLING AND PAYMENT POLICIES

- A. In contracting with the Consultant, the Client warrants that sufficient funds are available to compensate the Consultant for work performed during the next billing cycle based on the agreed hourly rate. These funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments.
- B. The Consultant will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 calendar days after their invoice date. The Client must notify the Consultant of any dispute regarding invoices received within seven calendar days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts.

- C. Account delinquency longer than 60 calendar days will result in the stoppage of work by the Consultant and any subconsultants. Seven calendar days' notice must be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases, additional fees may be required to stop and start work because of account delinquency.

10. TERMINATION

This Agreement may be terminated for cause upon seven calendar days' written notice, as follows:

- A. The Client may terminate for their sole convenience.
- B. The Client may terminate in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Consultant.
- C. The Client or Consultant may terminate for failure of the other party to perform substantially in accordance with the terms and conditions of this Agreement.
- D. The Consultant may terminate if the project is suspended for more than 90 calendar days.
- E. When this Agreement is terminated, the Client shall reimburse the Consultant for work actually and properly performed by the Consultant up to the date of termination.
- F. The Client has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Consultant.

11. DISPUTE RESOLUTION

A. Mediation

- 1. If a dispute arises between the parties to this Agreement, the Client and the Consultant agree that the dispute will be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines before resolution of the matter by mediation or by binding dispute resolution.

2. The Client and the Consultant will endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A request for mediation must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrent with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of 60 calendar days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 13.A, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
3. The parties will share the mediator's fee and any filing fees equally. The mediation must be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction.
4. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution will be Arbitration as specified in Section 13.B below.

B. Arbitration

1. If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute, or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation will be subject to arbitration, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A demand for arbitration must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
2. A demand for arbitration may not be made earlier than concurrently with the filing of a request for mediation, but in no event may it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt

of a written demand for arbitration by the person or entity administering the arbitration will constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

3. The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
4. The award rendered by the arbitrator(s) will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

C. Consolidation or Joinder

1. Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
2. Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity will not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
3. The Consultant and Client grant to any person or entity made a party to an arbitration conducted under this Section 13 Dispute Resolution, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
4. The provisions of this Section 13 Dispute Resolution will survive the termination of this Agreement.

12. MISCELLANEOUS

This Agreement is governed by the law of the place where the Project is located.

The undersigned agrees to the terms of this Agreement on behalf of their organization or business.

Tunnell, Spangler & Associates, Inc.
d/b/a TSW by Bert Kuyrkendall

City of Starkville, MS

Date

Date

SCOPE OF SERVICES

Project Approach Overview

The Starkville Complete Streets Implementation Program will establish a structured approach to integrate multimodal transportation planning with the city's built environment. By consolidating and updating the primary goals and recommendations from prior plans and policies into a single actionable document and creating new policies and strategies, this program will ensure streamlined implementation of Complete Streets principles, promoting safety, accessibility, and connectivity for all users. It will provide technical guidance, prioritization principles, and clear performance metrics, enabling effective decision-making and fostering long-term plan sustainability.

The scope of work under this contract is flexible and will be addressed on an on-call, hourly basis, not exceeding the agreed-upon total contract amount. The listed scope items represent a general framework of tasks that may be completed by the consultant, the client, or a collaborative effort between both parties. Specific priorities and responsibilities will be determined as the project progresses, ensuring adaptability to the client's evolving needs. While no fixed allocation of hours or effort is assigned to individual scope items or categories, the consultant will coordinate closely with the client to optimize resources and ensure that work aligns with overall project goals.

Task 1: Plan Review

This section will focus on reviewing existing plans to extract their key elements and recommendations, which will be consolidated into actionable goals, prioritized recommendations, and a map representation of proposed projects.

- Comprehensive Plan
- Downtown and Corridor Plans
- Safety Action Plan
- Regional Transportation Plan

Task 2: Policy Review

This component will involve analyzing existing policies, ordinances, and standards to identify updates to support the program's objectives and facilitate the adoption of Complete Streets practices.

- Zoning and Subdivision Regulations
- Standard Details and Drawings
- Transportation-Related Ordinances
- Existing and Draft Policies
 - Complete Streets
 - Traffic Calming
- Existing programs
 - Safe Routes to School

Task 3: Data Compilation

Data compilation will be essential for providing a comprehensive understanding of the existing transportation network and planning future improvements using spatial analysis and performance metrics.

- Existing transportation facilities
- Proposed transportation facilities

EXHIBIT A: **SCOPE OF SERVICES**

- Existing traffic counts
- Safety Action Plan data
- All other related GIS data including existing and future land use

Task 4: Field Review

This section will include on-site assessments to gain a practical understanding of current infrastructure conditions and identify opportunities for new facility recommendations.

- Driving survey of city streets and facilities
- Walking/biking review of specific nodes and corridors
- Information-gathering meetings with City staff and stakeholders

Task 5: Program Development

This document will summarize analyses and provide actionable strategies for policy updates, infrastructure development, and program evaluation. It will be designed to function as a living framework, allowing for the addition and modification of components as the city's direction and needs evolve over time. This flexibility will ensure that the program remains relevant and adaptive to changing priorities and circumstances, providing an enduring tool for transportation planning and policy development.

- Policy review summary and recommendations
- Proposed facility map updates
- Project prioritization update
- Program performance metrics
 - Mode share shift
 - Reduction in crashes and injury
 - Equitable access
 - Network connectivity
- Appendix
 - Complete Streets Policy
 - Traffic Calming Policy
 - Traffic Impact Study Guidelines
 - Include TDM measures
 - Tactical Urbanism Guidelines

Task 6: On-Call Assistance

This section lists potential ongoing technical support to assist with analysis, design, and program implementation, ensuring sustained progress and adaptability. Support can range from comprehensive development of a policy or plan to targeted, on-call review or guidance for specific issues.

- Planning analysis
- Design guidance
- Pilot project design
- Policy and standards revisions
- Mapping analysis guidance

FEES

This contract is structured as an on-call hourly, not-to-exceed agreement, providing the client with flexibility to adjust scope items, undertake specific tasks in-house, and facilitate additional on-call support as needed.

Reimbursable expenses such as travel expenses shall be direct billed to the client with no markup.

Billing Rates	
Team Member	Hourly Rate
Adam Williamson, AICP, PLA, LEED AP <i>Principal-in-Charge</i>	\$230
Bert Kuyrkendall, PE, AICP <i>Project Manager</i>	\$185
Brandon Sutton, PLA <i>Transportation Designer</i>	\$135
Safae Hammer <i>Transportation Planner</i>	\$120
Beverly Bell, PLA <i>Planner</i>	\$120
Roxanne Raven, AICP <i>Planner</i>	\$105

Cost Proposal	
TASKS 1-6 NOT-TO-EXCEED TOTAL:	\$25,000



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

AGENDA ITEM DEPT. : Finance
AGENDA DATE 02/04/2025
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 January 30, 2025 is \$2,205,677.34
Of which the claims amount for Starkville Utilities is \$782,066.57

REQUESTING
DEPARTMENT: Finance and Administration

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/ CFO or
Cindy Perkins, Deputy Clerk - Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities as of January 30, 2025 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 1/24/2025 - 1/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
MILE HIGH SHOOTING ACCESSORIES	54211	12/13/2024	(4) 2449 FLOW 556 FH KIT SHIPPING	001-000-334-126	3,903.14
CRYE PRECISION	0419270	12/23/2024	(12) JPC LONG SIDE ARMOR POUCH	001-000-334-126	1,230.00
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-000-054-205	1,004.68
ULTIMATE TRAINING MUNITIONS, INC	219408	01/08/2025	(13) A-15 5.56 MMR/BLANK KIT & SHIPPING	001-000-334-126	4,970.93
REGIONS VISA - RECURRING	INV0037980	01/08/2025	SOFTWARE/SMTP2GO	001-000-054-205	15.00
ARMY NAVY PAWN SHOP	011425A	01/14/2025	10 KNIVES	001-000-160-697	100.00
WALTMON FRAME AND BODY SHOP	15922	01/14/2025	2016 FORD VIN#5924 PER GEICO INS	001-000-354-615	3,006.41
ARMY NAVY PAWN SHOP	011625A	01/16/2025	2 SUREFIRE X300 TURBO	001-000-334-126	570.00
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0037959	01/23/2025	DEC 2024 TAXES COLLECTED	001-000-200-084	2,127.63
Outstanding Total:					16,927.79
Paid					
BENJAMIN S PETTIS	1332634	01/24/2025	OFFENSE DISMISSED/BOND RETURNED 1332634	001-000-149-691	5,000.00
JEJUAN DAVIS	1344413	01/24/2025	OVER PAYMENT 1344413	001-000-149-691	7.00
KAMERON MARTIN	1351475	01/24/2025	OVER PAID CASH BOND 1351475	001-000-149-691	386.25
LORI BETH HALL	1352394	01/24/2025	TICKET PAID/JUDGE SIGNED DISMISSAL	001-000-149-691	241.00
DEBRA ROBINSON	1379314	01/24/2025	RESTITUTION L CLARK	001-000-330-182	6.80
CORY SHIERS	INV0037947	01/24/2025	RESTITUTION FROM D PRESTON	001-000-149-691	200.00
Paid Total:					5,841.05
Department 000 - UNDESIGNATED Total:					22,768.84
Department: 005 - DUE FROM SFM					
Outstanding					
WALMART- CAPITAL ONE	654963866	12/09/2024	CHRISTMAS ACTIVITIES	001-005-054-208	49.44
WALMART- CAPITAL ONE	655347471	12/13/2024	CHRISTMAS UTILITIES	001-005-054-208	95.13
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-005-054-208	1,282.62
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-005-054-208	305.00
MAXXSOUTH BROADBAND	INV0037989	01/01/2025	MONCRIEF PARK INTERNET	001-005-054-208	90.74
CANON FINANCIAL SVCS, INC	37552953	01/12/2025	CONTRACT/MAINTENANCE	001-005-054-208	382.80
Outstanding Total:					2,205.73
Department 005 - DUE FROM SFM Total:					2,205.73
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0037951	12/25/2024	MONTHLY USAGE	001-100-604-330	176.51
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-100-604-330	77.34
VERIZON WIRELESS	6102624730	01/02/2025	MONTHLY USAGE	001-100-604-330	80.02
HENRY VAUGHN, Sr.	INV0037956	01/16/2025	REIMBURSE MML MID WINTER CONFERENCE	001-100-610-350	172.20
Outstanding Total:					506.07
Department 100 - BOARD OF ALDERMEN Total:					506.07

CLAIMS DOCKET

Post Dates: 1/24/2025 - 1/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 110 - MUNICIPAL COURT					
Outstanding					
MAXXSOUTH BROADBAND	INV0037964	12/28/2024	CITY HALL INTERNET BREAKDOWN	001-110-604-330	31.36
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-110-604-330	77.34
VERIZON WIRELESS	6102624730	01/02/2025	MONTHLY USAGE	001-110-604-330	40.01
CANON FINANCIAL SVCS, INC	37551723	01/12/2025	CONTRACT/MAINTENANCE	001-110-604-330	123.75
CANON FINANCIAL SVCS, INC	37552726	01/12/2025	CONTRACT/MAINTENANCE	001-110-604-330	104.77
QUADIENT FINANCE USA, INC.	INV0037978	01/19/2025	POSTAGE	001-110-604-330	755.00
Outstanding Total:					1,132.23
Department 110 - MUNICIPAL COURT Total:					1,132.23

Department: 120 - MAYORS OFFICE					
Outstanding					
MAXXSOUTH BROADBAND	INV0037964	12/28/2024	CITY HALL INTERNET BREAKDOWN	001-120-604-330	31.38
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-120-604-330	77.33
CANON FINANCIAL SVCS, INC	37552313	01/12/2025	CONTRACT/MAINTENANCE	001-120-604-330	75.79
CADENCE /ELAN VISA	INV0037991	01/16/2025	KROGER-DRINKS FOR PUBLIC	001-120-503-202	179.98
QUADIENT FINANCE USA, INC.	INV0037978	01/19/2025	POSTAGE	001-120-604-330	10.00
MS MUNICIPAL LEAGUE	INV0037985	01/28/2025	MYC REGISTRATION 19 YOUTH 5 CHAPERONES	001-120-600-340	1,320.00
Outstanding Total:					1,694.48
Department 120 - MAYORS OFFICE Total:					1,694.48

Department: 123 - IT					
Outstanding					
CSPIRE WIRELESS	INV0037951	12/25/2024	MONTHLY USAGE	001-123-604-330	87.58
REGIONS VISA - RECURRING	INV0037979	12/26/2024	ENDEAVOR MONTHLY PYMT	001-123-600-300	159.92
MAXXSOUTH BROADBAND	INV0037964	12/28/2024	CITY HALL INTERNET BREAKDOWN	001-123-604-330	31.38
MAXXSOUTH BROADBAND	INV0037974	12/28/2024	110 W MAIN ST CAMERA PROJ	001-123-625-380	800.00
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-123-604-330	77.34
VERIZON WIRELESS	6102624730	01/02/2025	MONTHLY USAGE	001-123-604-330	560.50
CANON FINANCIAL SVCS, INC	37551716	01/12/2025	CONTRACT/MAINTENANCE	001-123-604-330	110.91
MAXXSOUTH BROADBAND	INV0037969	01/16/2025	100 UNIVERSITY CAMERA PROJ	001-123-625-380	40.00
REGIONS VISA - RECURRING	INV0037981	01/19/2025	HSW GATE	001-123-600-300	19.95
MAXXSOUTH BROADBAND	INV0037970	01/23/2025	100 W LAMPKIN CAMERA PROJ	001-123-625-380	40.00
MAXXSOUTH BROADBAND	INV0037971	01/23/2025	100 SPRUILL PL & SPRING ST CAMERA PROJ	001-123-625-380	40.00
MAXXSOUTH BROADBAND	INV0037972	01/23/2025	100 S MONTGOMERY ST/JACKET INTERSECTION CAMERA PRO	001-123-625-380	40.00
MAXXSOUTH BROADBAND	INV0037973	01/23/2025	114 MILL ST CAMERA PROJ	001-123-625-380	40.00
DELL FINANCIAL SERVICES	3925254	01/24/2025	RENTAL LEASE	001-123-918-805	497.85
REGIONS VISA - RECURRING	INV0037948	01/24/2025	GIGTEL	001-123-600-300	159.92
REGIONS VISA - RECURRING	INV0037982	01/24/2025	ADOBE	001-123-600-300	488.72
Outstanding Total:					3,194.07
Department 123 - IT Total:					3,194.07

Department: 142 - CITY CLERKS OFFICE					
Outstanding					
CSPIRE WIRELESS	INV0037951	12/25/2024	MONTHLY USAGE	001-142-604-330	48.93
MAXXSOUTH BROADBAND	INV0037964	12/28/2024	CITY HALL INTERNET BREAKDOWN	001-142-604-330	31.36
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-142-604-330	77.33
CANON SOLUTIONS AMERICA*	6010483104	01/01/2025	MAINTENANCE	001-142-604-330	26.77
VERIZON WIRELESS	6102624730	01/02/2025	MONTHLY USAGE	001-142-604-330	40.01
CANON FINANCIAL SVCS, INC	37551714	01/12/2025	CONTRACT/MAINTENANCE	001-142-604-330	427.29
CANON FINANCIAL SVCS, INC	37551723	01/12/2025	CONTRACT/MAINTENANCE	001-142-604-330	123.75
SUNSTAR INSURANCE AGENCY	1414380	01/15/2025	RENEW BOND J MCLAURIN	001-142-620-371	175.00
MAXXSOUTH BROADBAND	INV0037990	01/16/2025	CITY HALL UPSTAIRS CAMERA	001-142-604-330	55.00

CLAIMS DOCKET

Post Dates: 1/24/2025 - 1/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
NEXTSTEP INNOVATION	NSI27406	01/16/2025	M365 MICROSOFT SUBSCRIPTION (51) & MO. YRLY LEASE	001-142-600-303	427.40
SULLIVAN'S OFFICE SUPPLY, INC.	93336	01/17/2025	4 PART 1099 NEC TAX FORMS	001-142-501-200	137.55
QUADIENT FINANCE USA, INC.	INV0037978	01/19/2025	POSTAGE	001-142-604-330	160.00
MMCCA	00046	01/23/2025	MMCCA MEMBERSHIP DUES	001-142-690-555	95.00

Outstanding Total:	1,825.39
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Department 142 - CITY CLERKS OFFICE Total:	1,825.39
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Department: 169 - LEGAL

Outstanding

STARKVILLE DAILY NEWS	300252335	11/26/2024	ORDINANCE 2021-07	001-169-615-342	147.60
STARKVILLE DAILY NEWS	300252819	12/21/2024	SE 24-09 FRONTIER	001-169-615-342	42.84
STARKVILLE DAILY NEWS	300252820	12/21/2024	SE 24-10 309 CENTRAL	001-169-615-342	32.16
STARKVILLE DAILY NEWS	300252821	12/21/2024	SE 24-11 524 GREENSBORO	001-169-615-342	47.76
STARKVILLE DAILY NEWS	300252822	12/21/2024	SE 24-12 CHARLESTON	001-169-615-342	45.00
STARKVILLE DAILY NEWS	300252823	12/21/2024	SE 24-13 1560 LOUISVILLE	001-169-615-342	55.80
STARKVILLE DAILY NEWS	300253254	01/14/2025	ADA PROJECT NO 24055	001-169-615-342	118.86
J DOUGLAS	INV0037976	01/17/2025	CASE OPENING	001-169-600-309	200.00
DALRYMPLE, ATTORNEY A...					
PETTY CASH VOUCHERS	INV0037960	01/23/2025	RELEASE OF LIEN	001-169-615-342	27.00

Outstanding Total:	717.02
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Department 169 - LEGAL Total:	717.02
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Department: 180 - HUMAN RESOURCES

Outstanding

MAXXSOUTH BROADBAND	INV0037964	12/28/2024	CITY HALL INTERNET BREAKDOWN	001-180-604-330	31.38
VERIZON WIRELESS	6102624730	01/02/2025	MONTHLY USAGE	001-180-604-330	41.44
CANON FINANCIAL SVCS, INC	37551716	01/12/2025	CONTRACT/MAINTENANCE	001-180-604-330	110.91
CLINIC AT ELM LAKE, THE	42271	01/13/2025	DOT PHYSICAL	001-180-600-320	85.00
LEO MALDONADO	01152025	01/15/2025	REIMBURSEMENT SULLIVAN'S PURCHASE/BUSINESS CARDS	001-180-501-200	21.77
QUADIENT FINANCE USA, INC.	INV0037978	01/19/2025	POSTAGE	001-180-604-330	10.00

Outstanding Total:	300.50
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Department 180 - HUMAN RESOURCES Total:	300.50
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Department: 190 - CITY PLANNER

Outstanding

CSPIRE WIRELESS	INV0037951	12/25/2024	MONTHLY USAGE	001-190-604-330	482.49
MAXXSOUTH BROADBAND	INV0037964	12/28/2024	CITY HALL INTERNET BREAKDOWN	001-190-604-330	31.38
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-190-604-330	77.33
VERIZON WIRELESS	6102624730	01/02/2025	MONTHLY USAGE	001-190-604-330	180.17
CANON FINANCIAL SVCS, INC	37552313	01/12/2025	CONTRACT/MAINTENANCE	001-190-604-330	75.78
QUADIENT FINANCE USA, INC.	INV0037978	01/19/2025	POSTAGE	001-190-604-330	20.00

Outstanding Total:	867.15
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Department 190 - CITY PLANNER Total:	867.15
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Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

ATMOS ENERGY	INV0037954	01/10/2025	MONTHLY USAGE	001-192-625-380	1,654.74
CINTAS	4218043927	01/16/2025	SUPPLIES	001-192-510-220	53.39
PETTY CASH VOUCHERS	INV0037958	01/22/2025	SUPPLIES	001-192-510-220	23.17
CINTAS	4218780719	01/23/2025	SUPPLIES	001-192-510-220	95.79
PETTY CASH VOUCHERS	INV0037975	01/28/2025	BATTERY TERMINAL	001-192-510-204	4.90

Outstanding Total:	1,831.99
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Department 192 - GENERAL GOVERN BLDG & PLANT Total:	1,831.99
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CLAIMS DOCKET

Post Dates: 1/24/2025 - 1/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 197 - ENGINEERING					
Outstanding					
MAXXSOUTH BROADBAND	INV0037964	12/28/2024	CITY HALL INTERNET BREAKDOWN	001-197-604-330	31.38
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-197-604-330	77.34
CANON FINANCIAL SVCS, INC	37552313	01/12/2025	CONTRACT/MAINTENANCE	001-197-604-330	75.78
CADENCE /ELAN VISA	INV0037992	01/15/2025	VISTAPRINT ENGINEER BUSINESS CARDS	001-197-501-200	27.16
QUADIENT FINANCE USA, INC.	INV0037978	01/19/2025	POSTAGE	001-197-604-330	10.00
FUELMAN / FLEETCOR	NP67785825	01/20/2025	FUEL CHARGES 1/13/25- 1/19/25	001-197-525-231	34.47
STEPHEN KACHELMAN	INV0037957	01/21/2025	COLLEGE CLASS REIMBURSEMENT	001-197-690-553	2,350.50
EVERGREEN LANDSCAPE & MANAGEMENT	9322	01/24/2025	TREE PLANTING PROJECT	001-197-650-350	39,060.00
BELL BUILDING SUPPLY, INC.	421648	01/27/2025	DIGITAL LEVEL & TORPEDO LEVEL	001-197-501-200	178.98
CADENCE /ELAN VISA	50694	01/28/2025	CERTIFIED FLOODPLAIN MANAGER LIC RENEWAL	001-197-690-555	120.00
Outstanding Total:					41,965.61
Department 197 - ENGINEERING Total:					41,965.61
Department: 201 - POLICE DEPARTMENT					
Outstanding					
TWISTED WRAPS LLC	1012A	07/15/2024	HOOD DECAL & HOOD REMOVAL VIN# 9664	001-201-630-360	275.00
TWISTED WRAPS LLC	1014A	07/15/2024	WRAP ON TRUNK VIN# 9664 & REMOVAL	001-201-630-360	250.00
OCH REGIONAL MEDICAL CTR	285288802	07/29/2024	PRISONER MEDICAL EXPENSES	001-201-541-240	92.50
MID-SOUTH UNIFORM & SUPPLY, INC	653042	10/03/2024	3 NAME PLATE	001-201-535-233	21.00
MID-SOUTH UNIFORM & SUPPLY, INC	653043	10/03/2024	PATCHES	001-201-535-233	160.80
MID-SOUTH UNIFORM & SUPPLY, INC	653169	10/07/2024	BADGE F/C SEAL	001-201-535-233	153.13
GLOCK PROFESSIONAL INC	TRP/100205363	11/18/2024	ARMORER'S COUSRE G COLEMAN	001-201-690-552	300.00
STARKVILLE RADIOLOGY PLLC	2866959	11/26/2024	PRISONER MEDICAL EXPENSES	001-201-541-240	128.00
SKD TACTIAL LLC	204652	11/27/2024	2 VELOCITY SYSTEMS,CUMMERBUND,MAG INSERT,PLACARD	001-201-535-233	809.00
TRI-STARR MUFFLER & BRAKES	971936	12/06/2024	VIN#7166 TRANSMISSION PAN GASKET,OIL CHANGE ETC	001-201-630-360	387.03
ABILITY WORKS OF STARKVILLE	295071	12/09/2024	(30) 36" PINE STAKES	001-201-556-251	28.50
CSPIRE WIRELESS	INV0037951	12/25/2024	MONTHLY USAGE	001-201-604-330	2,938.58
OCH REGIONAL MEDICAL CTR	285288801	12/26/2024	PRISONER MEDICAL EXPENSES	001-201-541-240	568.01
OCH REGIONAL MEDICAL CTR	289889701	12/26/2024	PRISONER MEDICAL EXPENSES	001-201-541-240	226.40
AT&T MOBILITY	287343698641X01052025	12/27/2024	HOT SPOT	001-201-604-330	40.23
TRI-STARR MUFFLER & BRAKES	061599	12/31/2024	VIN#3012 INJECTORS 1 & 8	001-201-630-360	377.42
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-201-604-330	347.33
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037955	01/01/2025	MONTHLY USAGE	001-201-625-380	163.25
STARKVILLE FAMILY PRACTICE	STA7570A1	01/01/2025	PRISONER MEDICAL EXPENSES	001-201-541-240	185.00
STARKVILLE RADIOLOGY PLLC	STARK707403	01/01/2025	PRISONER MEDICAL EXPENSES	001-201-541-240	39.00
VERIZON WIRELESS	6102624730	01/02/2025	MONTHLY USAGE	001-201-604-330	1,706.95
VERIZON WIRELESS	6102624730	01/02/2025	MONTHLY USAGE	001-201-690-450	560.14
ARMY NAVY PAWN SHOP	010325B	01/03/2025	HANDCUFF HOLDERS,STINGER LED HL,DUTY HOLSTER,ETC	001-201-556-251	1,130.00
DPS CRIME LAB	90157005	01/06/2025	10 ANALYTICAL FEES	001-201-600-300	360.00
MPS MISSISSIPPI POLICE SUPPLY	6988	01/09/2025	4 DUTY BELT	001-201-535-233	648.00
ATMOS ENERGY	INV0037954	01/10/2025	MONTHLY USAGE	001-201-625-380	1,514.64

CLAIMS DOCKET

Post Dates: 1/24/2025 - 1/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SVCS, INC	37551721	01/12/2025	CONTRACT/MAINTENANCE	001-201-635-369	55.89
CANON FINANCIAL SVCS, INC	37551725	01/12/2025	CONTRACT/MAINTENANCE	001-201-615-343	120.16
CANON FINANCIAL SVCS, INC	37552311	01/12/2025	CONTRACT/MAINTENANCE	001-201-635-369	285.04
CANON FINANCIAL SVCS, INC	37552720	01/12/2025	CONTRACT/MAINTENANCE	001-201-635-369	400.00
STARKVILLE UTILITIES	INV0037952	01/12/2025	MONTHLY USAGE	001-201-625-380	22.77
ACCREDITED SECURITY	25011303	01/13/2025	4 REPLACEMENT TASER	001-201-630-400	494.96
SULLIVAN'S OFFICE SUPPLY, INC.	93184	01/13/2025	POWER MAGAZINE BATTERY		
			OFFICE	001-201-501-200	632.79
			CHAIR,FOLDERS,PENS,PLANNE		
			RS,PAPER CLIPS ETC		
AUTOZONE	00426200339	01/14/2025	1/2 INCH TORQUE WRENCH	001-201-545-238	34.99
AMAZON CAPITAL SRVCS, INC.	11DQ-NWML-VFML	01/14/2025	2 COMPUTER STEREO	001-201-630-400	103.26
			SPEAKERS/USPS STAMPS		
AMAZON CAPITAL SRVCS, INC.	1P7C-L6K6-QW7P	01/14/2025	INDEX TABS,SPRAY	001-201-501-200	69.88
			BOTTLES,PRINTABLE TABS		
CANON SOLUTIONS AMERICA*	6010568709	01/14/2025	MAINTENANCE	001-201-615-343	142.59
STARKVILLE FAMILY PRACTICE	STA22311A1	01/14/2025	PRISONER MEDICAL	001-201-541-240	475.00
AMAZON CAPITAL SRVCS, INC.	1NWR-LP1T-FCM6	01/16/2025	VIN#0842 REAR BENCH SEAT	001-201-630-360	35.14
			COVER		
WALMART- CAPITAL ONE	326002	01/16/2025	32G USB & BATTERIES	001-201-501-200	37.85
OKTIBBEHA COUNTY	1076706	01/17/2025	SWAT BOOTS	001-201-535-233	62.43
COOPERATIVE					
WALTMON FRAME AND BODY	15928	01/17/2025	VIN#6037 INSTALL BULLBAR	001-201-630-360	227.50
SHOP					
BRISLIN, INC	250014	01/17/2025	EQUIPMENT MAINTENANCE	001-201-630-426	2,570.00
			POLICE DEPT		
CONVERGINT TECHNOLOGIES, LLC	W2020006	01/17/2025	INSTALLATION 2 CAMERAS	001-201-600-300	364.00
QUADIENT FINANCE USA, INC.	INV0037978	01/19/2025	POSTAGE	001-201-604-330	25.00
NATIONAL TACTICAL OFFICERS	10989	01/20/2025	ONLINE TRAINING	001-201-690-552	779.00
ASSOCIATION			REGISTRATION FEE K ADAMS		
TRI-STARR MUFFLER & BRAKES	160565	01/20/2025	VIN#9663 WATER	001-201-630-360	827.60
			PUMP,THERMOSTAT,COOLANT		
			ETC		
MAIN STREET FABRICS	728552	01/20/2025	18 VELCRO PATCHES	001-201-535-233	140.00
			ADDED/10 ADDED PATCH T...		
FUELMAN / FLEETCOR	NP67785825	01/20/2025	FUEL CHARGES 1/13/25-	001-201-525-231	2,708.00
			1/19/25		
AMAZON CAPITAL SRVCS, INC.	14HR-HGFF-KYK4	01/21/2025	PENS,FILE FOLDERS & ADDRESS	001-201-501-200	95.46
			LABELS		
AMAZON CAPITAL SRVCS, INC.	1PPV-PVF4-NDMG	01/21/2025	50 BREATHABLE MASKS	001-201-556-251	26.98
GTPDD PHARMACY	46496	01/21/2025	PRISONER MEDICINE	001-201-541-240	213.00
GTPDD PHARMACY	46519	01/21/2025	PRISONER MEDICINE	001-201-541-240	163.00
HARLEY-DAVIDSON OF	40F4	01/21/2025	JAN 22, 2025-APRIL 21, 2025	001-201-635-367	3,150.00
CENTRAL MS					
WALMART- CAPITAL ONE	873559	01/21/2025	REPLACE 2 COMPUTER	001-201-630-400	202.98
			MONITORS S DELOACH		
TRI-STARR MUFFLER & BRAKES	160571	01/22/2025	VIN#7163 BATTERY,SPARK	001-201-630-360	1,821.00
			PLUGS,#3 COIL ETC		
AMAZON CAPITAL SRVCS, INC.	1JYX-YH6N-1KH4	01/22/2025	HOLE PUNCH,BATTERIES,3	001-201-556-251	158.30
			CASES SPRAY BOTTLES		
REGIONS-POLICE VISA	293781	01/22/2025	HANDLEBAR RAIL MOUNT FOR	001-201-630-400	83.42
PAYMENT			SEGWAY		
WALMART- CAPITAL ONE	INV0037950	01/22/2025	MS BLACK	001-201-545-238	71.95
			OTD,SHOWCURRINGS,WALL		
			MOUNT,LINERS.ETC		
REGIONS-POLICE VISA	085237	01/23/2025	ARMORER'S COURSE S KELLY	001-201-690-552	300.00
PAYMENT					
ARMY NAVY PAWN SHOP	12325B	01/23/2025	4 SOFTSHELL JACKETS	001-201-535-233	360.00
FOREMOST PROMOTIONS	2050540	01/23/2025	2500 JR POLICE OFFICER STICK	001-201-556-251	340.94
			ON BADGES		
DANNY MCCLUSKEY TOWING	5020	01/23/2025	TOW FROM WEST POINT/REED	001-201-600-300	125.00
COMPANY, LLC			RD TO SPD IMPOUND LOT		

CLAIMS DOCKET

Post Dates: 1/24/2025 - 1/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP67813966	01/27/2025	FUEL CHARGES 01/20/25-01/26/25	001-201-525-231	2,880.06
Outstanding Total:					34,093.18
Department 201 - POLICE DEPARTMENT Total:					34,093.18
Department: 245 - DISPATCHERS					
Outstanding					
FIRST RESPONDER TRAINING LLC	2025-0001	01/13/2025	40 HOUR BASIC TELECOMMUNICATORS (2)	001-245-690-552	790.00
AMAZON CAPITAL SRVCS, INC.	14HR-HGFF-VKV9	01/22/2025	5 DISPATCHER JACKETS	001-245-501-200	161.45
Outstanding Total:					951.45
Department 245 - DISPATCHERS Total:					951.45
Department: 246 - CODE ENFORCEMENT					
Outstanding					
FUELMAN / FLEETCOR	NP67785825	01/20/2025	FUEL CHARGES 1/13/25-1/19/25	001-246-525-231	37.72
ARMY NAVY PAWN SHOP	12325A	01/23/2025	2 SHOFTSHELL JACKETS	001-246-535-233	180.00
FUELMAN / FLEETCOR	NP67813966	01/27/2025	FUEL CHARGES 01/20/25-01/26/25	001-246-525-231	48.09
Outstanding Total:					265.81
Department 246 - CODE ENFORCEMENT Total:					265.81
Department: 261 - FIRE DEPARTMENT					
Outstanding					
CADENCE /ELAN VISA	536449	11/22/2024	MOBILE WORKER LICENSE & ARCGIS ONLINE CREDITS	001-261-645-420	520.00
UNIVERSITY SCREENPRINT	9063	12/17/2024	3 UNIFORM SHIRTS W/EMBROIDERY	001-261-535-233	162.00
DAVIS PAPER & CHEMICAL	103209	12/18/2024	TISSUE	001-261-555-208	237.65
CSPIRE WIRELESS	INV0037951	12/25/2024	MONTHLY USAGE	001-261-604-330	244.21
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-261-604-330	77.34
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037955	01/01/2025	MONTHLY USAGE	001-261-625-380	174.23
VERIZON WIRELESS	6102624730	01/02/2025	MONTHLY USAGE	001-261-604-330	440.11
ARMY NAVY PAWN SHOP	010325A	01/03/2025	UNIFORM PANTS	001-261-535-233	1,215.00
IMPERIAL BAG & PAPER CO., LLC	5145563	01/03/2025	JANITORIAL SUPPLIES	001-261-555-208	255.97
BELL BUILDING SUPPLY, INC.	420492	01/08/2025	LED BULB	001-261-555-250	9.99
SCOTT PETROLEUM CORPORATION	469956	01/09/2025	1178541-LP GAS @ ST 5	001-261-625-380	1,123.14
UNIVERSITY SCREENPRINT	9138	01/09/2025	JACKET EMBROIDERY	001-261-535-233	97.00
JONATHAN WADE	INV0037961	01/09/2025	REIMBURSE MEAL FOR MID WINTER CONFERENCE	001-261-600-390	31.00
CALEB CAMPBELL	INV0037962	01/09/2025	REIMBURSE MEALS MS FIRE ACADEMY FF 1001	001-261-600-390	56.50
ATMOS ENERGY	INV0037954	01/10/2025	MONTHLY USAGE	001-261-625-380	804.88
CANON FINANCIAL SVCS, INC	37551719	01/12/2025	CONTRACT/MAINTENANCE	001-261-604-330	211.46
STARKVILLE UTILITIES	INV0037952	01/12/2025	MONTHLY USAGE	001-261-625-380	1,238.76
BRIAN ARNETT	54141	01/13/2025	REIMBURSE EMS CERTIFICATION RENEWAL	001-261-600-390	40.00
EAST MISSISSIPPI LUMBER CO.	22934	01/14/2025	LED VOLTAGE DETECTOR	001-261-555-250	24.45
BOB'S MOBILE RADIO	316181	01/14/2025	3 RADIO BATTERIES	001-261-630-404	255.00
EAST MISSISSIPPI LUMBER CO.	23027	01/15/2025	LOCKS & KEYS ST 1	001-261-555-250	38.55
EAST MISSISSIPPI LUMBER CO.	23152	01/16/2025	HEAT BULB ST 1 LAUNDRY ROOM	001-261-555-250	11.99
CALEB CAMPBELL	INV0037949	01/16/2025	REIMBUREMENT MEALS FF 1001 MSFA	001-261-600-390	58.51
NAFECO	1321891	01/17/2025	NFPA FLOW TEST KIT PITOT 1.5 & 2.5 CASE	001-261-740-540	5,512.12
NAFECO	1321891	01/17/2025	NFPA FLOW TEST KIT PITOT 1.5 & 2.5 CASE	001-261-740-541	1,378.04

CLAIMS DOCKET
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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP67785825	01/20/2025	FUEL CHARGES 1/13/25-1/19/25	001-261-525-231	749.14
GALLS INC	030227589	01/21/2025	NAME PLATE	001-261-535-233	31.72
GATEWAY TIRE & SERVICE CENTER	1018-209779	01/21/2025	FLAT REPAIR FD2	001-261-630-360	25.50
MAXXSOUTH BROADBAND	INV0037965	01/21/2025	FIRE ST 4 INTERNET	001-261-604-330	59.00
MAXXSOUTH BROADBAND	INV0037966	01/21/2025	FIRE ST 3 INTERNET	001-261-604-330	105.70
MAXXSOUTH BROADBAND	INV0037967	01/21/2025	FIRE ST 2 INTERNET	001-261-604-330	80.32
MAXXSOUTH BROADBAND	INV0037968	01/21/2025	FIRE ST 1 INTERNET	001-261-604-330	155.00
NAFECO	1322949	01/22/2025	HYDROCARBON DETECTOR	001-261-918-805	1,828.00
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17048237	01/22/2025	COMPRESSOR SERVICE & AIR TEST	001-261-630-360	2,000.00
WALMART- CAPITAL ONE	352956	01/22/2025	PRINTER INK	001-261-501-200	133.88
DEWAYNE DAVIS	54267	01/22/2025	REIMBURSE FOR EMS CERTIFICATION RENEWAL	001-261-600-390	40.00
SCOTT PETROLEUM CORPORATION	1477868	01/23/2025	LP GAS ST 1	001-261-525-231	40.00
LANN CHEMICAL & SUPPLY	140830	01/24/2025	PAPER TOWELS	001-261-555-208	335.00
SCOTT PETROLEUM CORPORATION	960388	01/24/2025	LP GAS @ ST 5 ACCT# 1178541-1	001-261-625-380	1,110.10
FUELMAN / FLEETCOR	NP67813966	01/27/2025	FUEL CHARGES 01/20/25-01/26/25	001-261-525-231	695.72

Outstanding Total: 21,606.98
Department 261 - FIRE DEPARTMENT Total: 21,606.98
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT
Outstanding

CSPIRE WIRELESS	INV0037951	12/25/2024	MONTHLY USAGE	001-281-604-330	53.10
MAXXSOUTH BROADBAND	INV0037964	12/28/2024	CITY HALL INTERNET BREAKDOWN	001-281-604-330	31.38
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-281-604-330	77.33
CANON FINANCIAL SVCS, INC	37552313	01/12/2025	CONTRACT/MAINTENANCE	001-281-604-330	75.78
QUADIENT FINANCE USA, INC.	INV0037978	01/19/2025	POSTAGE	001-281-604-330	10.00

Outstanding Total: 247.59
Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total: 247.59
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM
Outstanding

FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037955	01/01/2025	MONTHLY USAGE	001-290-625-380	79.61
STARKVILLE UTILITIES	INV0037952	01/12/2025	MONTHLY USAGE	001-290-625-380	132.58

Outstanding Total: 212.19
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 212.19
Department: 301 - STREET DEPARTMENT
Outstanding

CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-301-604-330	77.33
MSU FACILITIES MANAGEMENT- TRAFFI...	INV0037963	12/31/2024	TRAFFIC SIGNAL SPRING & LOCKSLEY	001-301-625-380	41.37
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0037955	01/01/2025	MONTHLY USAGE	001-301-625-380	10,148.81
VERIZON WIRELESS	6102624730	01/02/2025	MONTHLY USAGE	001-301-604-330	140.04
STARKVILLE UTILITIES	INV0037953	01/07/2025	MONTHLY USAGE	001-301-625-380	237.46
ATMOS ENERGY	INV0037954	01/10/2025	MONTHLY USAGE	001-301-625-380	1,221.46
STARKVILLE UTILITIES	INV0037952	01/12/2025	MONTHLY USAGE	001-301-625-380	19.78
STARKVILLE UTILITIES	INV0037952	01/12/2025	MONTHLY USAGE	001-301-625-380	14,106.75
MMC MATERIALS, INC.	929457	01/14/2025	CONCRETE W/FIBER	001-301-560-270	627.50
MMC MATERIALS, INC.	929458	01/14/2025	CONCRETE W/FIBER	001-301-560-270	843.50
AUTOZONE	00426202443	01/16/2025	BRAKE PARTS TRUCK 713	001-301-630-360	187.97
UNIFIRST CORPORATION	1830134291	01/16/2025	UNIFORMS	001-301-535-233	138.45
COLD MIX, INC	20203	01/16/2025	COLD MIX ASPHALT	001-301-560-270	3,375.31
CINTAS	4218044003	01/16/2025	SUPPLIES	001-301-555-250	57.38
AMAZON CAPITAL SRVCS, INC.	1NFW-KKPK-T9KL	01/17/2025	POST DRIVER TOOL & LIGHTS	001-301-565-272	467.88

CLAIMS DOCKET
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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0037977	01/19/2025	MONTHLY UTILITIES	001-301-625-380	441.92
FUELMAN / FLEETCOR	NP67785825	01/20/2025	FUEL CHARGES 1/13/25-1/19/25	001-301-525-231	683.29
CINTAS FIRST AID & SAFETY	5250027704	01/21/2025	SERVICE/RESTOCK FIRST AID KIT	001-301-555-250	20.95
WILLIAMS EQUIPMENT AND SUPPLY CO	T35461	01/21/2025	TRUNCAITED DOME CAST IN PLACE MODULE	001-301-560-270	648.56
OKTIBBEHA COUNTY COOPERATIVE	1077623	01/22/2025	HOODED JACKET/INSULATED OVERALLS	001-301-535-233	145.41
AMAZON CAPITAL SRVCS, INC.	16Q9-Q4KR-QPF4	01/22/2025	GREASE	001-301-630-400	23.96
BELL BUILDING SUPPLY, INC.	421339	01/22/2025	CONCRETE MIX	001-301-560-270	25.41
IMPERIAL BAG & PAPER CO., LLC	5161575	01/22/2025	TOILET PAPER,SHOP TOWELS	001-301-555-250	272.90
FASTENAL COMPANY	MSSTA109220	01/22/2025	CONCRETE CUTTING BLADES	001-301-560-270	668.45
UNIFIRST CORPORATION	1830135215	01/23/2025	UNIFORMS	001-301-535-233	138.45
CINTAS	4218780765	01/23/2025	SUPPLIES	001-301-555-250	57.38
MID SOUTH SALES, INC	SP-620575	01/23/2025	OIL FOR MAINTENANCE ON TRUCKS	001-301-630-360	318.60
AMAZON CAPITAL SRVCS, INC.	17NW-CXJK-HFVY	01/24/2025	SHOP WIPES	001-301-555-250	174.21
MMC MATERIALS, INC.	930877	01/24/2025	CONCRETE	001-301-560-270	602.50
O'REILLY AUTO PARTS	0997-404718	01/27/2025	BATTERY	001-301-630-400	304.82
PAUL'S WELDING	1522	01/27/2025	NEW TAILGATE LATCHES	001-301-630-400	120.00
G&O SUPPLY CO., INC	2137	01/27/2025	PIPE & BAND CONNECTOR	001-301-560-270	1,371.54
AUTOZONE	426210886	01/27/2025	FUSES,BATTERY TERMINAL	001-301-630-360	25.82
AUTOZONE	426210888	01/27/2025	FUSES	001-301-630-360	3.99
FUELMAN / FLEETCOR	NP67813966	01/27/2025	FUEL CHARGES 01/20/25-01/26/25	001-301-525-231	628.16
O'REILLY AUTO PARTS	0997-404831	01/28/2025	ADAPTER	001-301-630-400	21.86
TRI-STARR MUFFLER & BRAKES	169582	01/28/2025	PIPE WORK	001-301-630-400	40.00
AUTOZONE	426211755	01/28/2025	ADAPTER,CONNECTOR,CLAMP	001-301-630-400	13.96
MMC MATERIALS, INC.	931304	01/28/2025	CONCRETE	001-301-560-270	427.50
Outstanding Total:					38,870.63

Department 301 - STREET DEPARTMENT Total: 38,870.63
Department: 360 - ANIMAL CONTROL
Outstanding

CSPIRE WIRELESS	INV0037951	12/25/2024	MONTHLY USAGE	001-360-604-330	37.22
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	001-360-604-330	77.33
FUELMAN / FLEETCOR	NP67785825	01/20/2025	FUEL CHARGES 1/13/25-1/19/25	001-360-525-231	50.63
FUELMAN / FLEETCOR	NP67813966	01/27/2025	FUEL CHARGES 01/20/25-01/26/25	001-360-525-231	46.82

Outstanding Total: 212.00
Department 360 - ANIMAL CONTROL Total: 212.00
Department: 550 - PARKS AND REC DEPARTMENT
Outstanding

CSP SPORTS FACILITIES COMPANIES, LLC	INV0037983	01/28/2025	JAN 2024 EXPENSE ADVANCE	001-550-600-297	75,000.00
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Outstanding Total: 75,000.00
Department 550 - PARKS AND REC DEPARTMENT Total: 75,000.00
Fund 001 - GENERAL FUND Total: 250,468.91
Fund: 015 - AIRPORT FUND
Department: 505 - AIRPORT
Outstanding

CSPIRE WIRELESS	INV0037951	12/25/2024	MONTHLY USAGE	015-505-604-330	48.93
MAXXSOUTH BROADBAND	INV0037988	12/28/2024	INTERNET-AIRPORT	015-505-600-338	150.58
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	015-505-604-330	77.33
STARKVILLE UTILITIES	INV0037952	01/12/2025	MONTHLY USAGE	015-505-625-380	2,438.64
AMAZON CAPITAL SRVCS, INC.	11GF-6R14-PVPC	01/14/2025	POPCORN,INVOOICES,GLOVES, CLOCK,SANITIZER.ETC	015-505-541-237	85.17

CLAIMS DOCKET
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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TITAN AVIATION FUELS	4260697	01/14/2025	JET A FUEL	015-505-525-233	22,766.15
COLUMBUS FENCE COMPANY LLC	29769	01/16/2025	GATE KEYPAD	015-505-630-400	300.00
WALMART- CAPITAL ONE	043678	01/17/2025	POPCORN OIL,DISHWASHING LIQUID,PAPER PLATES/TOWELS	015-505-541-237	30.18
STARKVILLE UTILITIES	INV0037977	01/19/2025	MONTHLY UTILITIES	015-505-625-380	47.78
PACE EXCAVATING INC	2	01/20/2025	CLEARING,GRUBBING, & RELATED IMPROVEMENTS	015-505-720-805	1,884.39
MAGNOLIA BOTTLED WATER	79913	01/21/2025	(4) 5 GAL WATER BOTTLES	015-505-541-237	40.00
CLEARWATER INC., ENVIRONMENTAL ENGI	1132501	01/24/2025	SERVICES FOR GRANT APP,CLOSE OUT & OTHER ADMIN	015-505-720-805	210.00
IMPERIAL BAG & PAPER CO., LLC	5164060	01/24/2025	PAPER TOWELS	015-505-541-237	66.52
TITAN AVIATION FUELS	P4267803	01/27/2025	DICE FLASH AEROSOL CANS	015-505-525-231	500.50
INTERSTATE BATTERY OF CNTRL MS	124902762	01/28/2025	BATTERY AIRPORT COURTESY CAR	015-505-570-273	152.95
Outstanding Total:					28,799.12
Department 505 - AIRPORT Total:					28,799.12
Fund 015 - AIRPORT FUND Total:					28,799.12

Fund: 016 - RESTRICTED AIRPORT
Department: 515 - RESTRICTED PROJECTS
Outstanding

PACE EXCAVATING INC	2	01/20/2025	CLEARING,GRUBBING, & RELATED IMPROVEMENTS	016-515-730-673	33,918.91
PACE EXCAVATING INC	2	01/20/2025	CLEARING,GRUBBING, & RELATED IMPROVEMENTS	016-515-730-674	1,884.38
CLEARWATER INC., ENVIRONMENTAL ENGI	1132501	01/24/2025	SERVICES FOR GRANT APP,CLOSE OUT & OTHER ADMIN	016-515-720-830	3,780.00
CLEARWATER INC., ENVIRONMENTAL ENGI	1132501	01/24/2025	SERVICES FOR GRANT APP,CLOSE OUT & OTHER ADMIN	016-515-720-835	210.00
Outstanding Total:					39,793.29
Department 515 - RESTRICTED PROJECTS Total:					39,793.29
Fund 016 - RESTRICTED AIRPORT Total:					39,793.29

Fund: 022 - ENVIRONMENTAL SERVICES
Department: 322 - SANITATION DEPARTMENT
Outstanding

GATEWAY TIRE & SERVICE CENTER	1018-206588	11/14/2024	TRUCK 42 TIRE	022-322-630-360	307.29
CSPIRE WIRELESS	INV0037951	12/25/2024	MONTHLY USAGE	022-322-604-330	192.33
STARKVILLE AUTO PARTS	169849	12/26/2024	STUD CKT	022-322-555-250	21.95
CSPIRE BUSINESS SOLUTIONS	643956-106	12/31/2024	MONTHLY USAGE	022-322-604-330	77.33
O'REILLY AUTO PARTS	0997-401988	01/08/2025	SOCKET SET,TOOLS	022-322-555-250	133.97
PAUL'S WELDING	1515	01/08/2025	TRUCK 45 REPAIR ON STEP	022-322-630-360	250.00
STARKVILLE AUTO PARTS	169920	01/08/2025	TEST LIGHT	022-322-555-250	5.97
TRI-STARR MUFFLER & BRAKES	060631	01/09/2025	TRUCK 88 REPAIR WIRE TO BLOWER	022-322-630-360	70.00
GATEWAY TIRE & SERVICE CENTER	1018-209149	01/09/2025	TRUCK 45 TIRES	022-322-630-360	601.24
GATEWAY TIRE & SERVICE CENTER	1018-209209	01/09/2025	TRUCK 41 TIRE	022-322-630-360	307.29
UNIFIRST CORPORATION	1830133341	01/09/2025	UNIFORMS	022-322-535-233	490.68
RJ YOUNG	7308324	01/10/2025	CONTRACT	022-322-604-330	104.66
STARKVILLE UTILITIES	INV0037952	01/12/2025	MONTHLY USAGE	022-322-625-380	1,095.24
TERRY'S GARAGE & REPAIRS, LLC	110264	01/13/2025	OIL PAN GASKET,LEVEL SENSOR,FILTER,OIL ETC	022-322-630-252	2,637.95
STARKVILLE AUTO PARTS	169960	01/14/2025	OIL & ANTIFREEZE	022-322-525-231	224.55
STARKVILLE AUTO PARTS	169960	01/14/2025	OIL & ANTIFREEZE	022-322-630-360	95.34
MHC KENWORTH-TUPELO	R00573700031199	01/14/2025	TRUCK 93 REPAIR	022-322-630-252	393.26

CLAIMS DOCKET
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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	1018-209162	01/15/2025	TRUCK 45 TIES	022-322-630-360	624.41
GATEWAY TIRE & SERVICE CENTER	1018-209231	01/15/2025	TRUCK 100 TIRE & OIL CHANGE	022-322-630-360	401.67
GATEWAY TIRE & SERVICE CENTER	1018-209445	01/15/2025	TRUCK 40 OIL CHANGE	022-322-630-360	99.10
GATEWAY TIRE & SERVICE CENTER	1018-209451	01/15/2025	TRUCK 102 OIL CHANGE	022-322-630-360	63.25
UNIFIRST CORPORATION	1830134290	01/16/2025	UNIFORMS	022-322-535-233	384.99
SANSOM EQUIPMENT COMPANY, INC	P06944	01/16/2025	WATER GASKET FOR SWEEPER BACK ENGINE	022-322-630-360	1,897.47
ULINE	188066574	01/17/2025	LATEX GLOVES	022-322-535-233	725.58
FUELMAN / FLEETCOR	NP67785825	01/20/2025	FUEL CHARGES 1/13/25-1/19/25	022-322-525-231	4,595.67
STARKVILLE AUTO PARTS	170037	01/22/2025	ANTIFREEZE	022-322-555-250	190.68
TRI-STATE TRUCKCENTER*	02P125243	01/24/2025	HOSE	022-322-555-250	64.33
FUELMAN / FLEETCOR	NP67813966	01/27/2025	FUEL CHARGES 01/20/25-01/26/25	022-322-525-231	2,740.95
Outstanding Total:					18,797.15
Department 322 - SANITATION DEPARTMENT Total:					18,797.15
Fund 022 - ENVIRONMENTAL SERVICES Total:					18,797.15

Fund: 120 - MODERNIZATION USE TAX
Department: 800 - DEBT SERVICE
Paid

REGIONS FINANCIAL CORPORATION	1875054	01/24/2025	2022 GO STREET BONDS	120-800-830-874	73,054.98
Paid Total:					73,054.98
Department 800 - DEBT SERVICE Total:					73,054.98
Fund 120 - MODERNIZATION USE TAX Total:					73,054.98

Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)
Department: 551 - PARK & REC TOURISM
Outstanding

ETHOS CONTRACTING GROUP LLC	005	01/23/2025	MCKEE PARK IMPROVEMENTS	312-551-901-275	699,550.32
Outstanding Total:					699,550.32
Department 551 - PARK & REC TOURISM Total:					699,550.32
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					699,550.32

Fund: 313 - SPRING/HWY 12 LINKAGE TAP
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS
Outstanding

TEMPLE INC.	0260185	12/31/2024	ASTRO BRACKETS & FREIGHT	313-653-903-853	1,507.61
Outstanding Total:					1,507.61
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					1,507.61
Fund 313 - SPRING/HWY 12 LINKAGE TAP Total:					1,507.61

Fund: 375 - PARK AND REC TOURISM
Department: 551 - PARK & REC TOURISM
Outstanding

STRUTHERS RECREATION	105427-0102	01/05/2025	JOSEY PARK PLAYGROUND PROJECT	375-551-907-942	37,939.03
STRUTHERS RECREATION	105428-0103	01/24/2025	GEORGE EVANS PARK PLAYGROUND PROJECT	375-551-907-942	37,759.44
Outstanding Total:					75,698.47
Department 551 - PARK & REC TOURISM Total:					75,698.47
Fund 375 - PARK AND REC TOURISM Total:					75,698.47

CLAIMS DOCKET

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
BURNS DIRT CONSTRUCTION CO.,INC.	INV0037986	01/27/2025	MS HWY 182 IMPROVEMENTS	377-318-912-850	235,940.92
Outstanding Total:					235,940.92
Department 318 - MS182/MLK Total:					235,940.92
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					235,940.92
Grand Total:					1,423,610.77

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	250,468.91	5,841.05
015 - AIRPORT FUND	28,799.12	0.00
016 - RESTRICTED AIRPORT	39,793.29	0.00
022 - ENVIRONMENTAL SERVICES	18,797.15	0.00
120 - MODERNIZATION USE TAX	73,054.98	73,054.98
312 - PARKS CAPITAL PROJECT FUND (2023)	699,550.32	0.00
313 - SPRING/HWY 12 LINKAGE TAP	1,507.61	0.00
375 - PARK AND REC TOURISM	75,698.47	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	235,940.92	0.00
Grand Total:	1,423,610.77	78,896.03

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE ...	1,019.68	0.00
001-000-149-691	MUNICIPAL COURT BON...	5,834.25	5,834.25
001-000-160-697	DONATION FIRE	100.00	0.00
001-000-200-084	TAXES DUE TO DOWNT...	2,127.63	0.00
001-000-330-182	TRAFFIC COURT & FINES	6.80	6.80
001-000-334-126	POLICE FORFEITED FUN...	10,674.07	0.00
001-000-354-615	MISC REIMB/REFUNDS/I...	3,006.41	0.00
001-005-054-208	DUE FROM PARKS & REC...	2,205.73	0.00
001-100-604-330	COMMUNICATIONS	333.87	0.00
001-100-610-350	TRAVEL / TRAINING	172.20	0.00
001-110-604-330	POSTAGE / COMMUNIC...	1,132.23	0.00
001-120-503-202	COMMITTEE SUPPORT	179.98	0.00
001-120-600-340	MAYOR'S YOUTH COUNC...	1,320.00	0.00
001-120-604-330	COMMUNICATIONS	194.50	0.00
001-123-600-300	WEB SITE SVCS, SOFTW...	828.51	0.00
001-123-604-330	COMMUNICATIONS	867.71	0.00
001-123-625-380	CAMERA OPERATING EX...	1,000.00	0.00
001-123-918-805	EQUIPMENT & PYMTS	497.85	0.00
001-142-501-200	SUPPLIES/OFFICE EQUI...	137.55	0.00
001-142-600-303	SOFTWARE - CITYWIDE	427.40	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	990.44	0.00
001-142-620-371	BONDING-CITY EMPLOY...	175.00	0.00
001-142-690-555	DUES (MML) / FEES	95.00	0.00
001-169-600-309	LEGAL EXPENSES	200.00	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	517.02	0.00
001-180-501-200	SUPPLIES & OFFICE MAI...	21.77	0.00
001-180-600-320	DRUG/BACKGROUND C...	85.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	193.73	0.00
001-190-604-330	COPIERS/PHONES/IPADS	867.15	0.00
001-192-510-204	CITY HALL VEHICLE EXPE...	4.90	0.00
001-192-510-220	SUPPLIES - JANITORIAL, ...	172.35	0.00
001-192-625-380	UTILITIES	1,654.74	0.00
001-197-501-200	SUPPLIES	206.14	0.00
001-197-525-231	GAS & OIL	34.47	0.00
001-197-604-330	COMMUNICATIONS	194.50	0.00
001-197-650-350	TVA COMMUNITY TREE ...	39,060.00	0.00
001-197-690-553	EDUCATION REIMB	2,350.50	0.00
001-197-690-555	DUES	120.00	0.00
001-201-501-200	OFFICE SUPPLIES	835.98	0.00
001-201-525-231	GAS & OIL	5,588.06	0.00
001-201-535-233	UNIFORMS	2,354.36	0.00
001-201-541-240	PRISONER MEDICAL/SU...	2,089.91	0.00
001-201-545-238	FIRING RANGE SUPPLIES ...	106.94	0.00
001-201-556-251	POLICE SUPPLIES	1,684.72	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-600-300	PROFESSIONAL SERVICES	849.00	0.00
001-201-604-330	PHONES/COPIES/POSTA...	5,135.42	0.00
001-201-615-343	PRINTING & BINDING	262.75	0.00
001-201-625-380	UTILITIES	1,700.66	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	4,200.69	0.00
001-201-630-400	EQUIPMENT REPAIR & ...	884.62	0.00
001-201-630-426	BUILDING MAINT & REP...	2,570.00	0.00
001-201-635-367	MOTORCYCLE RENTAL	3,150.00	0.00
001-201-635-369	COPIER RENTAL	740.93	0.00
001-201-690-450	GPS EXPENSES	560.14	0.00
001-201-690-552	POLICE TRAINING/EDUC...	1,379.00	0.00
001-245-501-200	SUPPLIES & UNIFORMS	161.45	0.00
001-245-690-552	DISPATCHER TRAINING	790.00	0.00
001-246-525-231	GAS & OIL	85.81	0.00
001-246-535-233	UNIFORMS - CODE ENF...	180.00	0.00
001-261-501-200	OFFICE SUPPLIES / EXPE...	133.88	0.00
001-261-525-231	GAS & OIL	1,484.86	0.00
001-261-535-233	UNIFORMS & UNIFORM ...	1,505.72	0.00
001-261-555-208	JANITORIAL & PAPER SU...	828.62	0.00
001-261-555-250	SMALL EQUIPMENT AND...	84.98	0.00
001-261-600-390	FIRE TRAINING / TRAVEL	226.01	0.00
001-261-604-330	PHONES/CABLE/INTERN...	1,373.14	0.00
001-261-625-380	UTILITIES	4,451.11	0.00
001-261-630-360	REPAIRS & MAINT-VEHIC...	2,025.50	0.00
001-261-630-404	RADIO MAINTENANCE / ...	255.00	0.00
001-261-645-420	SCHEDULING & OTHER ...	520.00	0.00
001-261-740-540	HMEP GRANT-COUNTY ...	5,512.12	0.00
001-261-740-541	HMEP GRANT-COUNTY ...	1,378.04	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	1,828.00	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	247.59	0.00
001-290-625-380	UTILITIES / CODE RED	212.19	0.00
001-301-525-231	GAS & OIL	1,311.45	0.00
001-301-535-233	UNIFORMS	422.31	0.00
001-301-555-250	SMALL EQUIP, TOOLS & ...	582.82	0.00
001-301-560-270	CONSTRUCTION MATER...	8,590.27	0.00
001-301-565-272	STREETS SIGNS & PAINT	467.88	0.00
001-301-604-330	COMMUNICATIONS	217.37	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	26,217.55	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	536.38	0.00
001-301-630-400	EQUIPMENT REPAIR & ...	524.60	0.00
001-360-525-231	GAS & OIL	97.45	0.00
001-360-604-330	COMMUNICATIONS	114.55	0.00
001-550-600-297	REIMBURSEMENT	75,000.00	0.00
015-505-525-231	GAS & OIL	500.50	0.00
015-505-525-233	JET A FUEL PURCHASES	22,766.15	0.00
015-505-541-237	OPERATING SUPPLIES	221.87	0.00
015-505-570-273	VEHICLE REPAIR PARTS &...	152.95	0.00
015-505-600-338	CONTRACT & LEGAL SER...	150.58	0.00
015-505-604-330	CELL PHONE/POSTAGE ...	126.26	0.00
015-505-625-380	UTILITIES	2,486.42	0.00
015-505-630-400	EQUIPMENT REPAIR & ...	300.00	0.00
015-505-720-805	CAP OUTLAY-GRANT MA...	2,094.39	0.00
016-515-720-830	3-28-0068-030-2023 FAA...	3,780.00	0.00
016-515-720-835	3-28-0068-030-2023 M...	210.00	0.00
016-515-730-673	3-28-0068-032-2024 FAA	33,918.91	0.00
016-515-730-674	3-28-0068-032-2024 M...	1,884.38	0.00
022-322-525-231	GAS & OIL	7,561.17	0.00
022-322-535-233	UNIFORMS	1,601.25	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-555-250	SMALL EQUIP, TOOLS & ...	416.90	0.00
022-322-604-330	COPIER, PHONES, RADIOS	374.32	0.00
022-322-625-380	UTILITIES	1,095.24	0.00
022-322-630-252	VEHICLE R&M - COMME...	3,031.21	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	4,717.06	0.00
120-800-830-874	2022 5M GO BONDS - IN...	73,054.98	73,054.98
312-551-901-275	MCKEE PARK PICKLEBALL...	699,550.32	0.00
313-653-903-853	CONSTRUCTION (2022 G...	1,507.61	0.00
375-551-907-942	EXISTING PARK IMPROV...	75,698.47	0.00
377-318-912-850	CONSTRUCTION AND PA...	235,940.92	0.00
Grand Total:		1,423,610.77	78,896.03

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	722,552.84	78,896.03
312551901275	699,550.32	0.00
313653903853	1,507.61	0.00
Grand Total:	1,423,610.77	78,896.03



200 N Lafayette Street • Starkville, MS 39759
Telephone & Fax: 662-323-3133

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

Connor Carraway

Connor Carraway
Accounting & Finance Manager
Starkville Utilities

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Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
95 2 LADIES PROMO	01/17/25	02/05/25	1702	UNIFORMS	229.01			
				Total for Vendor - 95:	229.01	0.00	0.00	0.00
20606 4-COUNTY EPA	01/07/25	01/22/25	2024-12	4-COUNTY UTILITIES	17,966.59			
				Total for Vendor - 20606:	17,966.59	0.00	0.00	0.00
116 AMAZON CAPITAL SERVICES	01/08/25	02/05/25	1R4J-QFGR-FMTJ	SUPPLIES	195.00			
116 AMAZON CAPITAL SERVICES	01/13/25	02/05/25	14VY-XD1L-HLCP	UNIGORMS	179.94			
116 AMAZON CAPITAL SERVICES	01/21/25	02/05/25	1K4N-V3QR-Q3M3	TOOLS	170.98			
				Total for Vendor - 116:	545.92	0.00	0.00	0.00
124 ATMOS ENERGY	01/10/25	02/05/25	3020752702-01/10/25	UTILITY BILL	141.03			
124 ATMOS ENERGY	01/13/25	02/05/25	3020752962-01/13/25	UTILITY BILL	80.25			
				Total for Vendor - 124:	221.28	0.00	0.00	0.00
196 AUTOZONE	01/14/25	02/05/25	00426200264	MAINTENANCE	190.99			
196 AUTOZONE	01/15/25	02/05/25	00426201263	MAINTENANCE	216.80			
				Total for Vendor - 196:	407.79	0.00	0.00	0.00
20186 BRENNTAG MID-SOUTH	01/14/25	02/05/25	BMS840576	MATERIALS	824.00			
20186 BRENNTAG MID-SOUTH	01/21/25	02/05/25	BMS845776	MATERIALS	1,203.50			
20186 BRENNTAG MID-SOUTH	01/21/25	02/05/25	BMS845777	MATERIALS	1,393.25			
20186 BRENNTAG MID-SOUTH	01/21/25	02/05/25	BMS845778	MATERIALS	1,328.25			
20186 BRENNTAG MID-SOUTH	01/21/25	02/05/25	BMS845779	MATERIALS	569.25			
20186 BRENNTAG MID-SOUTH	01/21/25	02/05/25	BMS845780	MATERIALS	665.00			
20186 BRENNTAG MID-SOUTH	01/21/25	02/05/25	BMS845781	MATERIALS	569.25			
20186 BRENNTAG MID-SOUTH	01/21/25	02/05/25	BMS845782	MATERIALS	1,138.50			
				Total for Vendor - 20186:	7,691.00	0.00	0.00	0.00
20362 CONSOLIDATED PIPE & SUPPL	01/13/25	02/05/25	MS0316520	MATERIALS	3,000.00			
20362 CONSOLIDATED PIPE & SUPPL	01/16/25	02/05/25	MS0316623	MATERIALS	1,463.00			
20362 CONSOLIDATED PIPE & SUPPL	01/17/25	02/05/25	MS0316643	MATERIALS	2,808.00			
20362 CONSOLIDATED PIPE & SUPPL	01/17/25	02/05/25	MS0316644	MATERIALS	120.00			
				Total for Vendor - 20362:	7,391.00	0.00	0.00	0.00
496 EAST MISS LUMBER	01/14/25	02/05/25	22941/1	TOOLS	97.97			
				Total for Vendor - 496:	97.97	0.00	0.00	0.00
691 GATEWAY TIRE&SERVICE CEN	01/13/25	02/05/25	1018-209381	MAINTENANCE	39.20			

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1010 JT RAY COMPANY	01/16/25	02/05/25	INV28750	Total for Vendor - 691:	39.20	0.00	0.00	0.00
				COPIER SERVICE	36.29			
				Total for Vendor - 1010:	36.29	0.00	0.00	0.00
1035 KANSAS CITY SOUTHERN	01/19/25	02/05/25	420000168586	ANNUAL RENT SEWER	50.00			
				Total for Vendor - 1035:	50.00	0.00	0.00	0.00
				ENGINEERING SERVICES	1,230.26			
21396 NEEL-SCHAFFER	01/15/25	02/05/25	1102737	ENGINEERING SERVICES	298.38			
21396 NEEL-SCHAFFER	01/15/25	02/05/25	1102739	ENGINEERING SERVICES	2,164.73			
21396 NEEL-SCHAFFER	01/15/25	02/05/25	1102740	ENGINEERING SERVICES	3,693.37	0.00	0.00	0.00
1525 OKTIBBEHA CO. CO-OP	01/02/25	02/05/25	1072868	Total for Vendor - 21396:	78.00			
				MATERIALS	107.25			
				UNIFORMS	350.07			
				UNIFORMS	107.26			
				MATERIALS	39.00			
21547 PAUL'S WELDING	01/13/25	02/05/25	1516	Total for Vendor - 1525:	681.58	0.00	0.00	0.00
				MAINTENANCE	100.00			
				Total for Vendor - 21547:	100.00	0.00	0.00	0.00
21860 RJ YOUNG COMPANY	01/06/25	02/05/25	INV7299391	COPIER SERVICE	33.00			
				Total for Vendor - 21860:	33.00	0.00	0.00	0.00
				AERATOR RENTAL	6,000.00			
21892 S&N AIROFLO INC	01/15/25	02/05/25	19283	Total for Vendor - 21892:	6,000.00	0.00	0.00	0.00
				PHONE BILL	142.22			
				Total for Vendor - 21943:	142.22	0.00	0.00	0.00
21943 SOUTHERN TELECOMMUNICA	12/26/24	02/05/25	2024-12	EQUIPMENT	49.99			
				Total for Vendor - 1905:	49.99	0.00	0.00	0.00
				SUPPLIES	80.18			
1905 STARKVILLE AUTO PARTS	01/21/25	02/05/25	170033	SUPPLIES	471.26			
				Total for Vendor - 2098:	551.44	0.00	0.00	0.00
				Recertification - Water License	65.00			
2098 ULINE	01/09/25	02/05/25	187670656	Total for Vendor - 9929826:	65.00	0.00	0.00	0.00
9929826 VIRGINIA KILBURN	01/24/25	02/05/25	012425					

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Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
22202 WAYPOINT ANALYTICAL	01/20/25	02/05/25	04-1087864	TESTING	348.00			
				Total for Vendor - 22202:	348.00	0.00	0.00	0.00
2331 WILLIAM WELLS TIRE & AUTO	01/16/25	02/05/25	76843	MAINTENANCE	63.25			
				Total for Vendor - 2331:	63.25	0.00	0.00	0.00
				Grand Total:	\$ 46,403.90	\$ 0.00	\$ 0.00	\$ 0.00

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Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
131 ALTEC INDUSTRIES, INC.	01/08/25	02/05/25	12781774	EQUIPMENT	2,178.57			
131 ALTEC INDUSTRIES, INC.	01/20/25	02/05/25	12803098	MATERIALS	573.47			
				Total for Vendor - 131:	2,752.04	0.00	0.00	0.00
116 AMAZON CAPITAL SERVICES	01/14/25	02/05/25	IKT9-CN4F-VHMQ	SUPPLIES	9.75			
116 AMAZON CAPITAL SERVICES	01/15/25	02/05/25	19NG-PN1P-4V3G	SUPPLIES	76.81			
				Total for Vendor - 116:	86.56	0.00	0.00	0.00
134 ATWELL & GENT, P.A.	01/20/25	02/05/25	25-10	ENGINEERING SERVICES	840.00			
134 ATWELL & GENT, P.A.	01/20/25	02/05/25	25-11	ENGINEERING SERVICES	2,100.00			
134 ATWELL & GENT, P.A.	01/20/25	02/05/25	25-3	ENGINEERING SERVICES	3,290.00			
134 ATWELL & GENT, P.A.	01/20/25	02/05/25	25-4	ENGINEERING SERVICES	175.00			
134 ATWELL & GENT, P.A.	01/20/25	02/05/25	25-5	ENGINEERING SERVICES	635.00			
134 ATWELL & GENT, P.A.	01/20/25	02/05/25	25-6	ENGINEERING SERVICES	240.00			
134 ATWELL & GENT, P.A.	01/20/25	02/05/25	25-7	ENGINEERING SERVICES	340.00			
134 ATWELL & GENT, P.A.	01/20/25	02/05/25	25-8	ENGINEERING SERVICES	7,020.00			
134 ATWELL & GENT, P.A.	01/20/25	02/05/25	25-9	ENGINEERING SERVICES	170.00			
				Total for Vendor - 134:	14,810.00	0.00	0.00	0.00
198 BRISLIN, INC.	01/09/25	02/05/25	242130	MAINTENANCE	1,215.00			
				Total for Vendor - 198:	1,215.00	0.00	0.00	0.00
20303 C SPIRE	01/06/25	02/05/25	C026009976	EQUIPMENT	1,223.92			
				Total for Vendor - 20303:	1,223.92	0.00	0.00	0.00
320 CARLOCK DODGE OF TUPELO	01/22/25	02/05/25	60126336/2	MAINTENANCE	2,566.81			
				Total for Vendor - 320:	2,566.81	0.00	0.00	0.00
314 CINTAS CORPORATION	01/21/25	02/05/25	5250027702	SUPPLIES	50.05			
				Total for Vendor - 314:	50.05	0.00	0.00	0.00
333 CONSOLIDATED FLEET SERVIC	01/16/25	02/05/25	2025JS0007	MAINTENANCE	2,550.00			
333 CONSOLIDATED FLEET SERVIC	01/16/25	02/05/25	2025JS0008	EQUIPMENT	4,307.00			
				Total for Vendor - 333:	6,857.00	0.00	0.00	0.00
496 EAST MISS LUMBER	01/22/25	02/05/25	23513/1	SUPPLIES	93.43			
				Total for Vendor - 496:	93.43	0.00	0.00	0.00
455 EXELL WATER & COFFEE, INC.	01/15/25	02/05/25	987158	WATER	36.24			
				Total for Vendor - 455:	36.24	0.00	0.00	0.00

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Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
99009991 FIRST NATL BANK CLARKSDA	01/16/25	02/05/25	01/16/2025	BOND PAYMENT	578,534.38			
				Total for Vendor - 99009991:	578,534.38	0.00	0.00	0.00
616 FUELMAN	01/13/25	02/05/25	NP67761937	FUEL	2,121.95			
616 FUELMAN	01/20/25	02/05/25	NP67785825	FUEL	1,257.16			
616 FUELMAN	01/27/25	02/05/25	NP67813966	FUEL	1,438.70			
				Total for Vendor - 616:	4,817.81	0.00	0.00	0.00
691 GATEWAY TIRE&SERVICE CEN	01/21/25	02/05/25	1018-209740	MAINTENANCE	51.00			
				Total for Vendor - 691:	51.00	0.00	0.00	0.00
726 GRAYBAR FINANCIAL SERVICE	01/14/25	02/05/25	17764048	PHONE BILL	309.53			
				Total for Vendor - 726:	309.53	0.00	0.00	0.00
730 GRESKO UTILITY SUPPLY, INC.	01/14/25	02/05/25	50028869-00	MATERIALS	9,977.00			
				Total for Vendor - 730:	9,977.00	0.00	0.00	0.00
400 IVY AUTO PARTS	01/08/25	02/05/25	747058	TOOLS	1,913.94			
400 IVY AUTO PARTS	01/14/25	02/05/25	747388	MAINTENANCE	147.64			
400 IVY AUTO PARTS	01/22/25	02/05/25	747932	MAINTENANCE	156.38			
				Total for Vendor - 400:	2,217.96	0.00	0.00	0.00
1010 JT RAY COMPANY	01/16/25	02/05/25	INV28748	COPIER SERVICES	285.64			
1010 JT RAY COMPANY	01/16/25	02/05/25	INV28749	COPIER SERVICES	173.09			
1010 JT RAY COMPANY	01/16/25	02/05/25	INV28751	COPIER SERVICES	265.32			
				Total for Vendor - 1010:	724.05	0.00	0.00	0.00
1205 LOWE'S	01/17/25	02/05/25	796356-OIDKEH	SUPPLIES	48.08			
				Total for Vendor - 1205:	48.08	0.00	0.00	0.00
1328 MS DEPT OF FINANCE AND AD	01/23/25	02/05/25	2025-1-23	VEHICLES	4,300.00			
				Total for Vendor - 1328:	4,300.00	0.00	0.00	0.00
1394 NARRATIVE 12 LLC	01/24/25	02/05/25	01/24/2025	CUSTOMER COMMUNICATIO	4,500.00			
				Total for Vendor - 1394:	4,500.00	0.00	0.00	0.00
99009980 NAV ASHFORD	08/27/24	02/05/25	08/27/2024	TVPPA CONFERENCE	74.46			
99009980 NAV ASHFORD	10/15/24	02/05/25	10/15/2024	TVPPA CONFERENCE	816.40			
				Total for Vendor - 99009980:	890.86	0.00	0.00	0.00
1400 NESCO	01/02/25	02/05/25	S2704126.001	MATERIALS	1,341.67			
1400 NESCO	01/14/25	02/05/25	S2706169.001	MATERIALS	578.76			

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1400 NESCO	01/14/25	02/05/25	S2706364.001	SUPPLIES	62.15			
				Total for Vendor - 1400:	1,982.58	0.00	0.00	0.00
1407 NEXT STEP INNOVATION	01/15/25	02/05/25	NSI27374	COMPUTER	2,219.00			
				Total for Vendor - 1407:	2,219.00	0.00	0.00	0.00
1525 OKTIBBEHA CO. CO-OP	01/06/25	02/05/25	1073735	SAFETY SUPPLIES	13.32			
				Total for Vendor - 1525:	13.32	0.00	0.00	0.00
1523 OSMOSE UTILITIES SERVICES	01/13/25	02/05/25	INV1497435	Job #1041629 Pole Inspections	9,672.35			
				Total for Vendor - 1523:	9,672.35	0.00	0.00	0.00
1662 PROGRAPHICS	01/07/25	02/05/25	4663	SUPPLIES	650.00			
				Total for Vendor - 1662:	650.00	0.00	0.00	0.00
1887 S & S LINE SERVICE INC	01/17/25	02/05/25	2924	ROW CLEARING	1,608.40			
1887 S & S LINE SERVICE INC	01/17/25	02/05/25	2925	ROW CLEARING	5,947.20			
1887 S & S LINE SERVICE INC	01/17/25	02/05/25	2926	ROW CLEARING	5,760.80			
1887 S & S LINE SERVICE INC	01/24/25	02/05/25	2927	ROW CLEARING	1,608.40			
1887 S & S LINE SERVICE INC	01/24/25	02/05/25	2928	ROW CLEARING	5,947.20			
1887 S & S LINE SERVICE INC	01/24/25	02/05/25	2929	ROW CLEARING	5,947.20			
				Total for Vendor - 1887:	26,819.20	0.00	0.00	0.00
1925 SCOTT PETROLEUM CORP.	01/16/25	02/05/25	1477846	GAS	49.50			
				Total for Vendor - 1925:	49.50	0.00	0.00	0.00
1945 SULLIVAN'S	01/08/25	02/05/25	93121	SUPPLIES	249.96			
				Total for Vendor - 1945:	249.96	0.00	0.00	0.00
1823 SUNSTAR INSURANCE SERVICE	01/15/25	02/05/25	1414378	SURETY BOND	175.00			
				Total for Vendor - 1823:	175.00	0.00	0.00	0.00
99009746 SYNERGETICS DCS, INC	12/13/24	02/05/25	56877	SERVER	26,215.00			
				Total for Vendor - 99009746:	26,215.00	0.00	0.00	0.00
1999 T & C SPECIALTY DISTRIBUTO	01/13/25	02/05/25	0030156-IN	MATERIALS	30,363.36			
				Total for Vendor - 1999:	30,363.36	0.00	0.00	0.00
2040 TVPPA EDUCATION & TRAIN.	12/04/24	02/05/25	INV0129089	SAFETY TRAININGS	500.00			
2040 TVPPA EDUCATION & TRAIN.	01/08/25	02/05/25	INV0132177	SAFETY TRAINING	500.00			
				Total for Vendor - 2040:	1,000.00	0.00	0.00	0.00

ACCOUNTS PAYABLE
AGING INVOICE

01/29/2025 11:22:38 am

Beginning Date: 02/05/2025

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
2300	WALMART COMMUNITY BRC	01/19/25	02/05/25	1660394674	SUPPLIES	80.08			
					Total for Vendor - 2300:	80.08	0.00	0.00	0.00
2120	YOUNG WELDING SUPPLY, INC	12/31/24	02/05/25	30045734	GAS	111.60			
					Total for Vendor - 2120:	111.60	0.00	0.00	0.00
					Grand Total:	\$ 735,662.67	\$ 0.00	\$ 0.00	\$ 0.00



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: February 4, 2025
PAGE: 1

SUBJECT:

Consideration to purchase (4) Dell Rugged (laptops) in place of the 4 laptops authorized on October 1, 2024, from Nextstep Innovation at a cost of \$8,496.00 with the City to be reimbursed \$6,060.00 from the Hazardous Material Emergency Preparedness Grant.

AMOUNT & SOURCE OF FUNDING

(Hazardous Material Emergency Preparedness Grant) --- \$8,496.00

Quote 1: Nextstep Innovation ----- \$8,496.00
Quote 2: Howard Technology Solutions ----- \$9,964.00

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Fire Department

DIRECTOR'S

AUTHORIZATION: Dewayne Davis,
Interim Fire Chief

FOR MORE INFORMATION CONTACT: Dewayne Davis 662-418-5733

SUGGESTED MOTION:

Move for approval for consideration to purchase (4) Dell Rugged (laptops) in place of the 4 laptops authorized on October 1, 2024, from Nextstep Innovation at a cost of \$8,496.00 with the City to be reimbursed \$6,060.00 from the Hazardous Material Emergency Preparedness Grant.



Taking your technology to the next step!

PO Box 12707
Jackson, MS 39236

Phone (601) 708-4500
Fax (866) 412-4090

QUOTE

Quote NSQ53430
Date: 01/22/2025
Sales Rep: Steve McAlexander
steve_mcalexander@nextstepinnovation.com

Qty. 4 - Dell Pro Rugged 14 Laptop - Fire Dept.

Bill To:

City of Starkville

ATTN: Accounts Payable
110 West Main Street
Starkville, MS 39759

Ship To:

City of Starkville

William Alford
101 Lampkin St.
Starkville, MS 39759

Qty	Part Number	Description	Unit Price	Ext. Price
4	210-BNNJ	MS EPL: 40731097-3760 Dell Pro Rugged, RB14250 BTX Intel(R) Core(TM) Ultra 7 165U (12 MB cache, 12 cores, up to 4.90 GHz, 15W) Windows 11 Pro Activate Your Microsoft 365 For A 30 Day Trial No DDP ESS Software Intel R Core TM Ultra 7 165U (12 MB cache, 12 cores, up to 4.90 GHz, 15W), Intel Integrated Graphics English Rugged RGB Single Point backlit Copilot key keyboard Additional TBT-4/Type-C port Additional rear USB 3.2 Type-A port No Additional Software Intel Responsiveness Technologies Driver ME Disable - Manageability 16GB 2 X 8 GB, DDR5, 5600, Non-ECC, SoDIMM 512GB PCIe NVMe 2230 SSD Wireless Intel AX211 WLAN Driver Intel Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO, Bluetooth 5.3 wireless card No Mobile Broadband Card No Option Included 14 Non-Touch, FHD 1920x1080, 60Hz, WVA, Anti-Glare, 400 nit, Low Blue Light, RGB camera	\$2,095.00	\$8,380.00

Qty	Part Number	Description	Unit Price	Ext. Price
-	-	HD RGB Camera Microphone, Non-Touch display, WLAN/WWAN/GPS antenna Docking POGO connector with Antenna Passthru, WLANWWANGPS antenna Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery 65W AC adapter, USB Type-C No Fingerprint reader, no Smartcard reader E4 C5 black Power Cord 1M, US Quick setup guide, WW Battery Airbay Cover No Resource USB Media Service and Support Guide MUI for DAO (English, French, Multi) ENERGY STAR Qualified Dell Additional Software Direct Shipment, Dell Pro Rugged 14 RB14250 Smart Selection Shipment POD Label, 100 tie to L10 BTS & BTP EPEAT 2018 Registered (Gold) Fixed Hardware Configuration Core Ultra 7 non-vPro CPU Label, Gen 14th Windows 11, x86, English, French, Spanish, Brazilian Portugese Rigid Handle Dell Limited Hardware Warranty Initial Year Onsite/In-Home Service After Remote Diagnosis, 3 Years	-	-
4	460-BDPC	Dell Shoulder Strap for Rugged Notebooks and Tablets	\$29.00	\$116.00
Subtotal				\$8,496.00
Tax				\$0.00
Shipping				\$0.00
TOTAL				\$8,496.00

**THIS IS NOT AN INVOICE
DO NOT PAY**

This quote is valid until 02/20/2025.

www.nextstepinnovation.com

36 Howard Drive-Ellisville, MS 39437
P.O. Box 1590-Laurel, MS 39441

HOWARD™

TECHNOLOGY SOLUTIONS

A Division of Howard Industries, Inc.
www.Howard.com

888.912.3151 general-601.399.5077 fax
888.323.3151 technical support

Online Quotation

Quote No: TB17 1481715.00
Customer Name: Scott Grice (Principal Systems Admin)
Company Name: Starkville, MS - City
Quote Name: Dell Rugged

Quote Date: January 28, 2025
Phone Number: 6623232525
Fax Number:

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Dell Pro Rugged, RB14250 XCTO 210-BNNG Intel(R) Core(TM) Ultra 7 165U (12 MB cache, 12 cores, up to 4.90 GHz, 15W) 379-BFTJ Windows 11 Pro 619-BBQD Activate Your Microsoft 365 For A 30 Day Trial 658-BCSB Intel R Core TM Ultra 7 165U (12 MB cache, 12 cores, up to 4.90 GHz, 15W), Intel Integrated Graphics 338-CQVH English Rugged RGB Single Point backlit Copilot key keyboard 583-BMJG No additional TBT-4/Type-C port 325-BFXT Additional rear USB 3.2 Type-A port 590-TFPW No Additional Software 658-BFOH Intel Responsiveness Technologies Driver 409-BCYL ME Disable - Manageability 631-BBYT 32GB: 2 X 16 GB, DDR5, 5600, Non-ECC, SoDIMM 370-BCGD 256GB PCIe NVMe 2230 SSD 400-BSFM Wireless Intel AX211 WLAN Driver 555-BLJD Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO, Bluetooth® 5.3 wireless card 555-BLHY No Mobile Broadband Card 556-BFST No Option Included 340-ACQQ 14" Non-Touch, FHD 1920x1080, 60Hz, WVA, Anti-Glare, 400 nit, Low Blue Light, RGB camera 391-BJNP HD RGB Camera + Microphone, Non-Touch display, WLAN/WWAN/GPS antenna 319-BBKY Docking POGO connector with Antenna Passthru, WLAN+WWAN+GPS antenna 452-BDZH Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery 389-FJFG 65W AC adapter, USB Type-C 492-BDTG No Fingerprint reader, no Smartcard reader 346-BLBK E4 C5 black Power Cord 1M, US 470-BCRH Quick setup guide, WW 340-DRXV Battery Airbay Cover 325-BFXD No Resource USB Media 430-XYPF Service and Support Guide MUI for DAO (English, French, Multi) 340-DSGW ENERGY STAR Qualified 387-BBLW Dell Additional Software 634-CVYV Mix Shipment, Dell Pro Rugged 14 RB14250 340-DSCG Standard Shipment, VS 800-BBZV EPEAT 2018 Registered (Gold) 379-BFWZ Custom Configuration 817-BBBB Core Ultra 7 non-vPro CPU Label, Gen 14th 389-FJDZ Windows 11, x86, English, French, Spanish, Brazilian Portugese 619-BBPD Rigid Handle 750-BBMM Dell Limited Hardware Warranty Initial Year 713-0305 Onsite/In-Home Service After Remote Diagnosis, 3 Years 713-0352 MPN: 3000185336531.1	4	\$2,491.00	\$9,964.00

Sub-Total: \$9,964.00
Shipping & Handling: Included
Taxes: Tax
Exempt
Total for Item 1: \$9,964.00

This Quote will expire on February 27, 2025.
Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$9,964.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total:	\$9,964.00

Notes:

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: <https://www.howardcomputers.com/info/termsofsale.cfm>), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com.

Howard's product warranties, return policies and related information are also available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, or may be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 04, 2025
Page: 1

SUBJECT:

Request authorization to hire Drew Huskison as an Student Intern for the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked at \$12.50 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

0% out of General Fund/ & 100% out of Electric

- Utilities is budgeted from line item # 901.10 (100%)

AUTHORIZATION HISTORY:

This is a replacement position previously held by Hope Harris, who resigned.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Nav Ashford, COO/Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Drew Huskison as an Student Intern for the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: February 04, 2025

Page: 1

SUBJECT:

Request authorization to hire Jonathan Miles as a Certified Firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Jonathan Miles - Base Salary for Non EMT-Certified Firefighter, \$38,639.12 (\$14.02 per hour) for entry level based on 2756 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

These are replacement position previously held by Josh McDonald who resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to hire Jonathan Miles as a Certified Firefighter in the Starkville Fire Department.



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

AGENDA ITEM DEPT.: Parks & Recreation
AGENDA DATE: February 4, 2025
PAGE: Page 1 of 3

SUBJECT:

Consideration of approving the low quote from Burns Dirt Construction, Inc. in the amount of \$20,591.18 for hauling the excess soil from McKee Park to the Sportsplex.

SUMMARY:

This project includes the hauling and rough grading of the excess soil from the McKee Park Improvements Project to the Sportsplex to aid in the construction of overflow parking lot near the soccer fields.

Funding Source: 1% 2% Park Fund

REQUESTING DEPARTMENT: Parks & Recreation

DIRECTOR'S AUTHORIZATION: Doug Heflin

FOR MORE INFORMATION CONTACT:

Doug Heflin @ 662-323-2294 or dheflin@sportsfacilities.com

Chris Williams @ 662-323-2525 ext 3122 or c.williams@cityofstarkville.org

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

SUGGESTED MOTION:

Move for approving the low quote from Burns Dirt Construction, Inc. in the amount of \$20,591.18 for hauling the excess soil from McKee Park to the Sportsplex.



BURNS DIRT

Burns Dirt Construction, Inc.

P.O. Box 2982

Columbus, MS 39704

Phone: (662) 329-3703

Fax: (662) 329-9843

Project: McKee Park Dirt Haul

Date: 1/9/25

PROPOSAL

<i>Bid Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Price</i>	<i>Total</i>
1	Mobilization	1	LS	\$ 1,631.18	\$ 1,631.18
2	Haul off	4,000	CY	\$ 3.59	\$ 14,360.00
3	Grading at Dump Site	4,000	CY	\$ 1.15	\$ 4,600.00
	Total	1	LS		\$ 20,591.18

Burns Dirt Construction, Inc. will furnish the labor, equipment and material for the above referenced Project to complete the following scopes of work.

SCOPE OF WORK

Bid Item #1 - Mobilization

- Equipment Mobilization

Bid Item #2 - Haul off

- Includes haul off of dirt from McKee Park site to dump site on Spruiell Industrial Park Rd
- Includes minor grading to get access to stockpile
- Includes street sweeper
- Final billing to be based on final quantity hauled

Bid Item #3 - Grading at Dump Site

- Includes knocking down/grading hauled dirt from McKee Park for positive drainage

Clarification on All Work:

- Price is good for 30 days from above date
- Price excludes tax, construction testing & as-built survey
- Price excludes any stone road/construction entrance
- Price excludes any/all erosion control, grassing, sod, etc.
- Price is only for those items specifically included in the above Scope of Work
- Price excludes any/all construction permits, tap fees, meter fees, etc.
- Price excludes any Allowances and/or Contingencies
- Price excludes any provisions for damage to or relocation of underground utilities affected.
- Price excludes Removal/Replacement/Relocation for utilities not included in above Scope of Work, including but not limited to: electric, gas, phone, internet, and TV cable
- Burns will be allowed to price any additional work from unforeseen conditions prior to continuing.

Yours truly,

Chris Moore

Director of Pre-Construction

Ethos Contracting Group, LLC
P.O. Box 2425
Starkville, MS 39760
www.ethosgrp.com
Phone: 662-418-6514



PROJECT:	McKee Park Renovation	PCO#:	27
ARCHITECT:	Kimley Horn and Associates		
RFI #:	1	DATE:	1/27/2025
PAY ITEM	Unit Pricing for Hauling Off Excess Dirt		See Below
Time Extension:	15 Days		

HAUL TO SPORTSPLEX

McKee Dirt	Qty	UOM	Price	Subtotals
Cubic Yards of Dirt Hauled to Sportsplex	1	/CY	\$ 11.33	\$ 11.33
Bonds and Insurance	\$ 11.33	LS	3.05%	\$ 0.35
OH&P	\$ 11.68	LS	10.00%	\$ 1.17
Taxes	\$ 12.84	LS	3.625%	\$ 0.47
TOTAL/CY HAUL TO SPORTSPLEX				\$ 13.31
4,000 CY @\$13.31=\$53,240				

HAUL OFF SITE (OUTSIDE OF TOWN LIMITS)

McKee Dirt	Qty	UOM	Price	R/T + O/T
Cubic Yards of Dirt Hauled off site	1	/CY	\$ 20.78	\$ 20.78
Bonds and Insurance	\$ 20.78	LS	3.05%	\$ 0.63
OH&P	\$ 21.41	LS	10.00%	\$ 2.14
Taxes	\$ 23.56	LS	3.625%	\$ 0.85
TOTAL/CY HAUL OFF SITE				\$ 24.41

REMOBILIZATION

McKee Dirt	QTY	UOM	PRICE	COST
Cubic Yards of Dirt Hauled to Sportsplex	1	LS	\$ 5,225.00	\$ 5,225.00
Bonds and Insurance	\$ 5,225.00	LS	3.05%	\$ 159.36
OH&P	\$ 5,384.36	LS	10.00%	\$ 538.44
Taxes	\$ 5,922.80	LS	3.625%	\$ 214.70
TOTAL REMOBILIZATION				\$ 6,137.50

SCOPE

The above includes a price to push haul dirt off site to the SW corner of the Sportsplex and haul off site outside of city limits. This price excludes the following: relocating jobsite office (if necessary), relocating jobsite storage container (if applicable) additional cost for Superintendent and Project Manager past our completion date, field staking (may be required), testing lab services (by owner), traffic control for hauling dirt from site, and any sod installation. This price is only good for moving the dirt off site. All earthwork pricing will be done separately. The time extension is based on 2 trucks hauling dirt per day.

Caleb Buckner, Project Manager
Ethos Contracting Group, LLC



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

AGENDA ITEM DEPT.: Parks & Recreation

AGENDA DATE: February 4, 2025

PAGE: Page 1 of 2

SUBJECT:

Consideration of approving the low quote from Econ Construction, Inc. the amount of \$10,715.00 for recoating the existing JL King Splashpad.

SUMMARY:

This project includes recoating the first phase of the splashpad area at JL King Park. The recoating is a TuffCoat non-skid coating specifically designed for splashpads.

Funding Source: 1% 2% Park Fund

REQUESTING DEPARTMENT: Parks & Recreation

DIRECTOR'S AUTHORIZATION: Doug Heflin

FOR MORE INFORMATION CONTACT:

Doug Heflin @ 662-323-2294 or dheflin@sportsfacilities.com

Chris Williams @ 662-323-2525 ext 3122 or c.williams@cityofstarkville.org

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

SUGGESTED MOTION:

Move for approving the low quote from Econ Construction, Inc. in the amount of \$10,715.00 for recoating the existing JL King Splashpad.

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

22027 - JL King Park Phase 1 Splashpad Recoating

Quote Tabulation - January 28, 2025

Line No.	Item No.	Description	Est. Qty	Unit	Engineer's Estimate	Econ Construction, Inc.	MCI Construction, Inc.
1	1	Primer & Coating Installation on existing splashpad per attached Scope of Work	1	LS	\$ 12,000.00	\$ 10,715.00	\$ 15,592.50
Quote Total=					\$ 12,000.00	\$ 10,715.00	\$ 15,592.50
						LOW QUOTE	

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



Signature



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: FEBRUARY 4, 2025
PAGE: 1 of 2**

SUBJECT:

REQUEST APPROVAL FOR OFFICER JACKSON FRENCH TO ATTEND THE STREET COP'S "STREET SMART COP/PRO-ACTIVE PATROL TACTICS" TRAINING IN OXFORD, ALABAMA ON FEBRUARY 9TH – 10TH, 2025 AT A COST OF \$299.00, AND HOTEL NOT TO EXCEED \$300.00.

AMOUNT & SOURCE OF FUNDING:

POLICE TRAINING LINE ITEM #001-201-690-552

STREET COP TRAINING @ \$299.00
HOTEL NOT TO EXCEED \$300.00

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

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

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

MOVE APPROVAL FOR OFFICER JACKSON FRENCH TO ATTEND THE STREET COP'S "STREET SMART COP/PRO-ACTIVE PATROL TACTICS" TRAINING IN OXFORD, ALABAMA ON FEBRUARY 9TH – 10TH, 2025 AT A COST OF \$299.00, AND HOTEL NOT TO EXCEED \$300.00.



Street Cop Training
 5753 Highway 85N PMB 5900
 Crestview, FL 32536
 W9 | Business Certificate

Invoice No.	INV-113271
Order No.	153773
Invoice Date	January 27, 2025
Due Date	February 26, 2025
Payment Method	Invoice/Purchase Orders - Pay By Check

Billing Address

Lesa Hardin
 Starkville Police Department
 101 E. Lampkin St
 Starkville, MS 39759
 6623234131
 c.jones@cityofstarkville.org

Qty	Product	Price	Tax	Total
1	The Street Smart Cop/Pro-Active Patrol Tactics Oxford, Alabama February 10, 2025	\$299.00	\$0.00	\$299.00
Ticket ID TSSCPAPT77-11-2GE745 Name Jackson French Email j.french@cityofstarkville.org Cell Phone 2145160915 Agency Starkville Police Department				

Subtotal:	\$299.00
Total:	\$299.00

Every registered attendee will receive an individual confirmation email with their ticket. On Demand attendees will receive a separate email with course access once the verification process has been completed.

Terms & Conditions: All cancellations must be submitted through the cancellation form. Any registrant that cancels at least 15 days prior to the class will receive a full refund. Those who cancel within 14 days of the class will receive a credit that can be applied to any future Street Cop Training class. All credits are transferable. Although the credit will not expire we ask that it be used within one year of the original class date.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: FEBRUARY 4, 2025
PAGE: 1 of 3**

SUBJECT:

REQUEST APPROVAL FOR CORPORAL STEPHEN GARCIA TO ATTEND THE NATIONAL TACTICAL OFFICERS ASSOCIATION'S TACTICAL SCOUTING TRAINING IN HUNTSVILLE, ALABAMA ON MARCH 24TH – 25TH, 2025 AT A COST OF \$239.00 FOR TRAINING AND HOTEL NOT TO EXCEED \$300.

AMOUNT & SOURCE OF FUNDING:

POLICE TRAINING LINE ITEM #001-201-690-552

NATIONAL TACTICAL OFFICERS ASSOCIATION @ \$239.00
HOTEL NOT TO EXCEED \$300.00

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

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

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

MOVE APPROVAL FOR CORPORAL STEPHEN GARCIA TO ATTEND THE NATIONAL TACTICAL OFFICERS ASSOCIATION'S TACTICAL SCOUTING TRAINING IN HUNTSVILLE, ALABAMA ON MARCH 24TH – 25TH, 2025 AT A COST OF \$239.00 FOR TRAINING AND HOTEL NOT TO EXCEED \$300.

TACTICAL SCOUTING



SCHEDULE

DAY 1

• WHY IT WORKS: INTRO TO TACTICAL DIAGRAMMING

• TERRAIN ANALYSIS

• UNDERSTANDING URBAN TERRAIN

• BUILDING PRINCIPLES

• ROOMS, ROOFS/VENTS, DOORS, WINDOWS

• GATHERING INTELLIGENCE

• PRACTICAL EXERCISE

8 HOURS OF TRAINING OVER 1 DAY

Tactical diagramming is a technique used to determine floor plans by using outside architectural features such as doors, windows, vents, ducts and even the shape of the building itself. Using simple concepts like working from large to small and confidence to ambiguity, students gain knowledge, skills and abilities on how to identify architectural features that provide reliable clues to the locations of interior walls, the types and sizes of rooms and even the location of appliances and wall switches.

The course begins with a broad overview on terrain analysis with a focus on urban terrain and the contribution of a reliable floor plan for planning and decision-making. It continues with an explanation of building principles, which heavily influence how residences are constructed. The course will also identify how to diagram houses that have additions or been remodeled, have upper stories and even structures with multiple dwellings.

The course completes the formal instruction with methods for obtaining reliable intelligence, especially photographs, to enhance the detection of subtle architectural features. The final period is focused on a practical application where students work with each other and instructors on either a class project or using their own photographs, of an actual target location.

LEARNING OBJECTIVES

- Tactical diagramming concepts
- How to read and understand terrain
- Basic building principles to include materials, design and use
- How to gather and use scouting intelligence effectively



NATIONAL TACTICAL OFFICERS ASSOCIATION
7150 Campus Dr. Suite 215, Colorado Springs, CO 80920
Ph: 800.279.9127 www.ntoa.org
Email training@ntoa.org TIN: 85-0402507

**QUOTE
ONLY**

PREPARED FOR:

Starkville Police Department
Stephen Garcia
j.garcia@cityofstarkville.org

M-212716 1/29/25

QTY	DESCRIPTION	EACH	TOTAL
1	Tactical Scouting Huntsville, AL 20251960 3/25/2025 Non-Member Cost: \$239.00	\$239.00	\$239.00
PLEASE NOTE: THIS IS NOT AN INVOICE. AN INVOICE WILL BE PROVIDED UPON RECEIPT OF ATTENDEE REGISTRATION			
TOTAL			\$239.00

Please note: THIS IS NOT AN INVOICE. This document is a quote only, and you have NOT registered for this course. To be registered for the course, you need to go to ntoa.org and register.
You will be required to pay with a credit card, or you can upload a purchase order, in which case the NTOA will email an official invoice to you.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: FEBRUARY 4, 2025
PAGE: 1 of**

SUBJECT:

Request approval to enter into a contract between the City of Starkville Police Department and Mississippi State University to provide traffic control services at MSU Athletics events not to exceed \$150,000 annually. The term of this agreement shall automatically extend by a 1-year term at the conclusion of each year for up to a total term of 5 years unless either party shall notify the other in writing prior to the expiration of a term that the other party does not wish to renew.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

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

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404
City Attorney, Berk Huskison

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval to enter into a contract between the City of Starkville Police Department and Mississippi State University to provide traffic control services at MSU Athletics events not to exceed \$150,000 annually. The term of this agreement shall automatically extend by a 1-year term at the conclusion of each year for up to a total term of 5 years unless either party shall notify the other in writing prior to the expiration of a term that the other party does not wish to renew.

CONTRACT FOR MISSISSIPPI STATE UNIVERSITY TO OBTAIN SERVICES

This Agreement is between the City of Starkville, Mississippi Police Department, hereinafter referred to as Contractor, a Governmental Entity or State Agency organized under the laws of the State of Mississippi with its address being 101 East Lampkin Street, Starkville, Mississippi 39759 and Mississippi State University, a governmental entity of the State of Mississippi, hereinafter referred to as "MSU", with its address at P. O. Box 6171, Mississippi State, Mississippi 39762. Contractor and MSU are collectively referred to as the "parties." Contractor desires to provide certain services to MSU. In return, MSU desires to pay adequate and market value consideration and compensation for the services.

I. **TERMS**

A. Term of Contract: The term of this Agreement shall commence on August 29, 2024, and shall continue until June 30, 2025 (the "Term") unless sooner terminated pursuant to the terms and conditions of the Agreement. The Term of the Agreement shall automatically be extended by a 1-year term at the conclusion of each year for up to a total Term of five (5) years unless either party shall notify the other in writing prior to the expiration of a term that the other party does not wish to renew.

B. Contractor shall:

Provide traffic control services at MSU Athletics events, as requested by MSU.

Costs for these services at each event fluctuates depending upon anticipated size of the crowds as they relate to traffic demands and weather conditions. Time of release of officers will vary on conditions of traffic.

The median number of officers anticipated at an event is fourteen (14) traffic officers, one (1) command post officer, and two (2) additional motorcycle units for bus escorts going to and from the games.

Hourly cost per officer ranges from \$27.31 to \$55.49 per hour, with the majority of officers at the lower end of the pay scale.

Total expenditures under this agreement will not exceed \$150,000 annually.

II. **CONDITIONS**

A. Availability of Funds

It is expressly understood and agreed that the obligation of MSU to proceed under this agreement is conditioned upon the availability and receipt of funds by MSU to specifically perform the obligations set forth for MSU under this agreement.

B. Representation Regarding Contingent Fees and Gratuities

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Further, Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in state law.

C. Responsibility

Both parties shall be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with their entity to the degree and within the parameters permitted under §§11-46-1, *et seq.*, Mississippi Code Annotated of 1972.

D. Attorneys' Fees and Expenses

Reserved.

E. Authority to Contract

Contractor certifies (a) that it is a validly organized Governmental Entity or State Agency with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

F. Disputes

The parties agree that any and all disputes between the parties to this agreement may, if mutually agreeable to both parties, be subjected to voluntary mediation and that such disputes are subject to final resolution if said voluntary mediation efforts result in a written resolution agreement executed by both parties.

G. Failure to Enforce

The failure by either party at any time to enforce the provisions of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of either party to enforce the provision at any time in accordance with its terms.

H. Indemnification

Reserved.

I. Patents and Copyrights

Reserved.

J. Independent Contractor

Contractor shall at all times be regarded as and shall be legally considered an independent contractor and neither Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of MSU, and MSU shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its partners, principals, officers, agents, employees or representatives. MSU shall not be responsible for any federal or state unemployment tax, federal or state income taxes, Social Security taxes, or any

other amounts for the benefit of Contractor or any of its partners, principals, officers, agents, employees or representatives. MSU shall not provide to Contractor, its partners, principals, officers, agents, employees or representatives any insurance coverage or other benefits, including, but not limited to, Workers' Compensation, which are normally provided by MSU to its employees. Contractor's personnel shall not be deemed in any way, directly, indirectly, expressly or by implication, to be employees of MSU. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any similar relationship between MSU and Contractor. At no time shall Contractor be authorized to do so and at no time shall Contractor act as an agent for or of MSU.

K. Equal Employment Opportunity

Contractor represents and understands that MSU is an equal opportunity employer and therefore maintains a policy, which prohibits unlawful discrimination. Contractor agrees that during the term of this agreement that Contractor will strictly adhere to this policy in its employment practices and the provision of its services.

L. Assignment Prohibition

Contractor agrees that it shall not attempt to nor shall it assign this agreement to any party and that any attempt to do so shall be void.

M. No Third Parties

There are no other parties to this agreement. No obligations to third parties are provided herein, whether by the express or implied terms and conditions. Neither party shall be liable to any third party based upon this agreement, its terms and conditions, or a party's actions taken hereunder.

N. No Other Terms, Conditions, or Understandings

The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof and constitutes the full and complete Agreement in this matter by and between the parties hereto and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

O. Modifications to Agreement

This agreement may be modified only by a written amendment authorized by and executed by the parties. No oral statements of any person shall modify or otherwise affect the terms, conditions or specifications stated in this agreement.

P. Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified U.S. Mail, postage prepaid, return receipt requested, to the persons at the addresses shown below. The parties agree to notify the other in writing of any change of address.

For Contractor:

Caryl Pritchard
Starkville Police Department

101 East Lampkin Street
Starkville, MS 39759

For MSU Jointly at:
Office of General Counsel
PO Box 6171
Mississippi State, MS 39762

Office of Contract Administration
PO Box 6171
Mississippi State, MS 39762

Q. Ownership of Documents and Work Papers

MSU shall own all documents, files, reports, work papers and working documents, electronic or otherwise, created by MSU in connection with this agreement.

R. Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement, and to that end, the provisions hereof are severable. In such an event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

S. Termination for Convenience

Either party to this agreement may, when the interests of the party so require, terminate the agreement in whole or in part for convenience. Written notice of the same is required to be provided by the terminating party to the non-terminating party and shall allow no less than six months' notice prior to the effective date of the termination.

T. Termination for Cause

Either party may terminate this agreement upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30-day cure time is not required.

U. Inspection of Books and Records

MSU shall have the right to inspect and audit the books and records of Contractor at reasonable times and places. Such books and records shall be retained and maintained by Contractor for a minimum of three years following the termination of or the expiration of this agreement.

V. Applicable Law

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of this state. Contractor shall comply with applicable federal, state, and local laws and regulations.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS
AGREEMENT ON THE DATES SHOWN BELOW.

Contractor Name: _____

BY: _____ / _____

Contractor Signature

DATE

MISSISSIPPI STATE UNIVERSITY

BY: _____ / _____

Jeremy Clay
Director of Contract Administration

Date



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

**AGENDA ITEM DEPT: SES
AGENDA DATE 2-04-2025
PAGE:**

SUBJECT: Request approval to purchase fifteen (15) Front Load Containers from Plum Creek at the source of supply bid approved September 3, 2024 for a total cost of \$14,625.00

AMOUNT & SOURCE OF FUNDING 022-322-918-805

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: SES**

**DIRECTOR'S
AUTHORIZATION: CHRIS SMILEY, DIRECTOR**

FOR MORE INFORMATION CONTACT: CHRIS SMILEY, 662-323-2652

SUGGESTED MOTION:



1302 E Industrial Access Rd I West Point, MS 39773

sales@plumcreeket.com

662-327-4183

PRICE QUOTE

City of Starkville

Chris Smiley – c.smiley@cityofstarkville.org

PLUM Front Load Containers – Flat or Slant Style

January 27, 2025

Quantity	Item	Price Each	Total Price
15	8 Cu Yd Front Load Container	\$975.00	\$14,625.00
	<i>FOB: West Point, MS</i>		N/A

Estimated Lead Time: 3-4 Weeks

Front Load Container Specifications:

- 10 Gage Steel Floor, 12 Gage Steel Walls
- Two 3" x 5" x 3" Structural Floor Channel with caps extend from Front to Back of Container
- Heavy Duty Fork pockets with reinforcement on top and bottom
- Sliding Steel Door on Sides with Heavy Duty Stop
- Rounded Bumper Pads
- Primed and Painted to Match Current Color Scheme

Terms: Payment Due Prior to Shipping or At Time of Pickup. Our quoted prices do not include any Sales, Use, or any other tax of a similar nature Federal, State or Local in origin; and any such tax applicable to the transaction is to be paid by the purchaser. **Quote based off full truck load quantities.** Unless otherwise specified, prices firm for an acceptance period of (10) ten days from quote date. Price subject to change prior to order shipping. *Due to the high volatility within the steel industry a steel surcharge may apply. Any necessary surcharge will have customer approval before production begins. *Fuel surcharge shall be adjusted up or down depending on the reported National Average diesel fuel pricing as reported by the U.S. Department of Energy (EIA) each Monday.*

Thank you for the opportunity!

Jennifer White

Jennifer White

Plum Creek Environmental

(662) 295-5303 Cell

(662) 327-4183 Office

jwhite@plumcreeket.com



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

AGENDA DATE: February 4, 2025
PAGE: 1

SUBJECT: Request authorization to advertise Request for Proposals (RFP) for material purchase for the Headworks Improvements project at the wastewater treatment plant.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

The Headworks Improvements project includes installation of equipment which currently has long manufacturing lead times. This RFP will cover those items and allow for manufacturing to be complete while the complete design is being finalized.

SUGGESTED MOTION:

Move approval to advertise Request for Proposals (RFP) for bids for material purchase for the Headworks Improvements project at the wastewater treatment plant.



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

**AGENDA DATE: February 4, 2025
PAGE: 1**

SUBJECT: Request authorization to accept the low quote from Bill Young in the amount of \$7,475.00 including material and labor to replace a damaged 12" valve at Henderson.

AMOUNT & SOURCE OF FUNDING: 2024/2025 Budget

<u>FISCAL NOTE:</u> Quote 1: Bill Young	\$7,475.00
Quote 2: Donald Smith Company, Inc.	\$9,005.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133
This valve is necessary to complete the well meter change out.

SUGGESTED MOTION:

Move approval to accept the low quote from Bill Young in the amount of \$7,475.00 including material and labor to replace a damaged 12" valve at Henderson.

Fwd: Henderson st valve quote

From Sean Johnston <sjohnston@starkvilleutilities.com>

Date Mon 1/27/2025 3:00 PM

To Edward Kemp <ekemp@starkvilleutilities.com>; Subrina Phipps <sphipp@starkvilleutilities.com>

Sent from my iPhone

Begin forwarded message:

From: Bill Young <canthavenothing7@yahoo.com>

Date: January 27, 2025 at 2:50:22 PM CST

To: Sean Johnston <sjohnston@starkvilleutilities.com>

Subject: Henderson st valve quote

Sean

We are pleased to quote you on the following job.

Replacing damaged 12" butterfly valve at Curry St (Henderson)plant

1-12" Pro Valve butterfly valve

Model BF212FA410

Electric actuated valve with
all necessary hardware

\$6125.00

Labor and mileage to complete

\$1350.00

Installation

Total Price \$7475.00

Thanks for the opportunity

Bill Young



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

January 27, 2025

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

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

Curry Street - Henderson Plant, Replacement of existing 12" butterfly valve

- Furnish labor, equipment, and materials for replacing (1) 12" Pro Valve, butterfly valve. Electric actuated valve with hardware.

Quote: \$9,005.00

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

Sincerely,

Daniel Huggins

Daniel Huggins



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: February 4, 2025
PAGE: 1**

SUBJECT: Request authorization to accept the low quote from Bill Young in the amount of \$7,475.00 including material and labor to replace a damaged 12" valve at Academy.

AMOUNT & SOURCE OF FUNDING: 2024/2025 Budget

<u>FISCAL NOTE:</u> Quote 1: Bill Young	\$7,475.00
Quote 2: Donald Smith Company, Inc.	\$8,975.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133
This valve is necessary to complete the well meter change out.

SUGGESTED MOTION:

Move approval to accept the low quote from Bill Young in the amount of \$7,475.00 including material and labor to replace a damaged 12" valve at Academy.



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

December 16, 2024

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

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

Academy Plant, Replacement of existing 12" butterfly valve

- Furnish labor, equipment, and materials for replacing (1) 12" Pro Valve, butterfly valve. Electric actuated valve with hardware.

Quote: \$8,975.00

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

Sincerely,

Daniel Huggins

Daniel Huggins



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

Fw: Academy valve

From Sean Johnston <sjohnston@starkvilleutilities.com>

Date Mon 12/16/2024 10:20 AM

To John Scott <jscott@starkvilleutilities.com>

Valve replacement at Academy.

Sean Johnston

Chief Water Operator

sjohnston@starkvilleutilities.com

662-722-0033

STARKVILLEUTILITIES.COM



 [Logo Description automatically generated](#)

From: Bill Young <canthavenothing7@yahoo.com>

Sent: Monday, December 16, 2024 10:14 AM

To: Sean Johnston <sjohnston@starkvilleutilities.com>

Subject: Academy valve

Sean

We are pleased to quote you on the following job.

Replacing damaged 12" butterfly valve at Academy plant

1-12" Pro Valve butterfly valve

Model BF212FA410

Electric actuated valve with
all necessary hardware

\$6125.00

Labor and mileage to complete

\$1350.00

Installation

Total Price \$7475.00

Thanks for the opportunity

Bill Young



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

**AGENDA DATE: February 4, 2025
PAGE: 1**

SUBJECT: Consideration of executing expanded flexibility agreements with TVA and amending the Green Invest Tranche Amendment pending concurrence by the Starkville city attorney and TVA.

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

More information to come

SUGGESTED MOTION:

Move approval of executing the expanded flexibility agreement with TVA and amending the Green Invest Tranche amendment agreement pending the City Attorney approval and TVA concurrence.

POWER SUPPLY EXPANDED FLEXIBILITY AGREEMENT

TV-48326A, Supp. No. ____

This Power Supply Expanded Flexibility Agreement ("**Agreement**") is between the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**"), a Mississippi municipal corporation, and TENNESSEE VALLEY AUTHORITY ("**TVA**"), a corporate agency and instrumentality of the United States of America, created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended.

Distributor purchases its power requirements from TVA for resale under contract number TV-48326A, effective March 1, 1978, as amended ("**Power Contract**").

The parties entered into the Long-Term Agreement, Supplement 89 to the Power Contract, effective September 10, 2019 ("**LTA**"), covering arrangements to increase the length and strength of the contractual relationship of the parties to help ensure the long-term success of the public power model.

The parties subsequently entered into a Power Supply Flexibility Agreement, Supplement 94 to the Power Contract, effective March 4, 2021 ("**Prior Agreement**"), under which Distributor may Deploy Energy Resources to produce its own power in a total capacity amount not to exceed the greater of 5% of Distributor's energy or 1 MW.

The parties want to terminate the Prior Agreement and enter into this Agreement to expand the opportunities under which Distributor may Deploy Energy Resources in order to further strengthen the public power model.

Therefore, the parties agree as follows:

SECTION 1 - DEFINITIONS

In accordance with the terms and conditions of this Agreement and any attachments hereto, the following definitions apply:

"Aggregated Energy Resource" means an Energy Resource that receives a contribution from two or more Subscribed Valley Partners of all, or a portion of, each Subscribed Valley Partner's Enhanced Flexibility Volume.

"Deploy(ed)(ment)" means the providing of power from an Energy Resource to any electric distribution or transmission system, or providing any other financial, economic, or capacity benefits from an Energy Resource to a Valley Partner or a third party. Expansion of capacity of any previously approved Energy Resource is also considered Deployment.

"Energy Resource" means, as approved by TVA and subject to Section 4 below, (i) a facility that Distributor receives generation or equivalent benefit from, either through ownership, a PPA, or a contract for benefits, and (ii) which produces electric energy, or stores electric energy produced by another Energy Resource, while operating in parallel with or interconnected to a Valley Partner's distribution system or TVA's transmission system.

"Enhanced Flexibility Volume" means the total capacity allocated to or contributed by Distributor for all Energy Resources, including Aggregated Energy Resources and Legacy Energy Resources. Where Distributor owns or contracts, through a PPA, for the output of an Energy Resource, that amount will be "allocated to" Distributor. Where Distributor contracts to receive benefits from an Energy Resource equivalent to a portion of its maximum permitted Enhanced Flexibility Volume, that capacity amount will be treated as "contributed by" Distributor.

"Enhanced Flexibility Volume Cap" is defined in subsection 5.1.

“Environmental Attributes” means an aspect, claim, characteristic, or benefit associated with the use of a quantity of energy generated by an approved Energy Resource and that is capable of being measured, verified, or calculated. Environmental Attributes do not include: (a) federal, state, or local tax credits or other similar incentives; or (b) any avoided adverse wildlife or environmental impacts or avoided emissions of pollutants to the environment.

“Environmental Attribute Reporting Rights” means the exclusive right of a purchaser of Environmental Attributes to report ownership of those Environmental Attributes that it purchases, in compliance with federal or state law if applicable, to federal or state agencies or to other parties at such purchaser’s discretion, and includes the right to report under Section 1605(b) of the Energy Policy Act of 1992, or under any present or future domestic, international, or foreign emissions or environmental commodity trading program.

“Excess Generation” means any power and energy delivered to TVA from Distributor when output generated by an Energy Resource exceeds the load, at any interval, at the wholesale delivery point where the Energy Resource is interconnected and may flow onto the TVA transmission system.

“Initiation Notice Form” or **“INF”** means the form submitted by Distributor to TVA for the programmatic approval of a facility that may become an Energy Resource.

“Integrated Resource Plan” or **“IRP”** means TVA’s Integrated Resource Plan or comparable successor integrated resource plan.

“Legacy Energy Resource” means any Energy Resource that was approved by TVA through an Initiation Notice Form prior to the effective date of this Agreement. Unless otherwise provided for in this Agreement, Legacy Energy Resources will be administered and managed in accordance with the terms and conditions of this Agreement.

“Metering Requirements” is defined in subsection 4.6.

“Power Purchase Agreement” or **“PPA”** means a power purchase or similar agreement. A PPA may be between Distributor and the developer/owner of an Energy Resource or between Distributor and TVA.

“Program Guidelines” is defined in Section 2.

“Qualifying Facility” or **“QF”** is defined under the Public Utility Regulatory Policies Act (**“PURPA”**) and, for the purposes of this Agreement, means a facility sited within TVA’s service territory that Distributor purchases energy from, which produces electric energy, or stores electric energy produced by another Energy Resource, while operating in parallel with the TVA transmission system.

“Renewable Energy Certificates” or **“RECs”** means all the Environmental Attributes, as defined in this Agreement, associated with the generation of one (1) MWh of energy from an Energy Resource, and the reporting rights, title, and interest in and to such Environmental Attributes set forth in Section 7 hereof.

“Subscribed Valley Partner” means a Valley Partner with contractual rights to receive benefits from an Aggregated Energy Resource consistent with the Valley Partner’s contribution of all or a portion of its Enhanced Flexibility Volume to such Energy Resource.

“Technology Factor” means the factor assigned to each eligible Energy Resource used for the purpose of calculating an Energy Resource’s contribution to Distributor’s Enhanced Flexibility Volume.

“Valley Partner” means any distributor of TVA power that has an effective LTA and either a Prior Agreement or a Power Supply Expanded Flexibility Agreement with TVA. Distributor is a Valley Partner for the purposes of this Agreement.

SECTION 2 - INCORPORATION OF ATTACHMENTS

The parties agree that the Power Supply Expanded Flexibility Guidelines ("**Program Guidelines**"), as they may be amended from time to time, are attached to and made a part of this Agreement. TVA may amend the Program Guidelines, in part or in whole, from time to time. In the event of any conflict between the body of this Agreement and the Program Guidelines, this Agreement controls.

SECTION 3 - TERM AND TERMINATION

3.1 - Term

Except as provided below, this Agreement remains effective until the earlier of:

- a) the termination of the Power Contract;
- b) the 20th anniversary of the date on which the LTA terminates;
- c) the 20th anniversary of the date of Distributor's written notice to TVA to terminate the Power Contract; or
- d) the 20th anniversary of the date of TVA's notice under subsection 9.5.

3.2 - Lock-Out Period

Distributor will not expand any Energy Resources, will not increase the capacity of any Energy Resources, and will not initiate any new Energy Resources for operation during the term of the Power Contract, upon the occurrence of any of the following:

- a) the date Distributor provides written notice to terminate the Power Contract,
- b) termination of the LTA,
- c) the date of TVA's notice to Distributor under subsection 9.5,
- d) the date Distributor's Enhanced Flexibility Volume equals or exceeds Distributor's Enhanced Flexibility Volume Cap, or
- e) when Distributor sells, transfers, retires, or otherwise makes claims with regard to a REC or Environmental Attribute in a manner that violates or is inconsistent with this Agreement or the Program Guidelines.

3.3 - Early Termination

Any time prior to termination of this Agreement under subsection 3.1, but after the provisions of subsections 3.2(a), (b), (c) or (d) become applicable, TVA shall have the right to terminate this Agreement to be effective upon 30 days' prior written notice to Distributor at any time that Distributor has no in-service Energy Resources.

SECTION 4 - ENERGY RESOURCES

4.1 - Eligibility

Distributor may Deploy only the following types of power generation as an Energy Resource, in accordance with the terms and conditions of this Agreement:

- a) solar-based power generating resources of any type, including those integrated with batteries;
- b) natural gas power generating resources of any type, including those integrated with batteries;
- c) wind turbine generation, including those integrated with batteries;
- d) a Legacy Energy Resource, so long as the Legacy Energy Resource continues to be operated in accordance with the terms and conditions of the Initiation Notice Form at the time of the Legacy Energy Resource's approval; and
- e) as approved by TVA, other carbon-free or carbon-neutral facilities that TVA deems to be consistent with TVA's IRP.

4.2 - Addition and Removal

- a) Effective immediately upon providing notice in accordance with subsection 10.5, TVA may, in its sole discretion as it deems to be consistent with its IRP, add to or remove from the list of eligible Energy Resources in subsection 4.1.
- b) Any Energy Resource documented by an Initiation Notice Form approved by TVA prior to the effective date of a removal by TVA will not be subject to that removal notice.

4.3 - PURPA Purchase

To preserve this Agreement, TVA will assist Distributor in purchasing energy from a QF to facilitate compliance with TVA rules, regulations, and participation in renewable energy programs, including the Dispersed Power Production ("**DPP**") Program. Distributor must comply with any guidance TVA provides regarding any purchases from QFs. A contract between a QF and Distributor will be designated as an Energy Resource and applied against the Enhanced Flexibility Volume unless (i) Distributor compensates the QF at a rate no higher than TVA's applicable avoided cost rate for power, (ii) the power is assigned or conveyed to TVA by Distributor, and (iii) the power is accepted by TVA.

4.4 - Siting and Sizing

Each Energy Resource must:

- a) connect to a Valley Partner's distribution system (which includes behind the Distributor-customer's meter) or TVA's transmission system;
- b) be located within TVA's service territory;
- c) provide or distribute electrical output to the interconnected Valley Partner or TVA;
- d) limit generation to its TVA-approved alternating current nameplate rating; and
- e) adhere to any further requirements in the Program Guidelines.

4.5 - Management

In the planning, development, construction, financing, operation, and maintenance of an Energy Resource, Distributor must comply with the Program Guidelines, all applicable laws, and accepted industry standards, including, but not limited to, the then-current versions of IEEE 1547, IEEE 2800, and UL 1741. Deployment of any Energy Resource will be at Distributor's expense.

For any Energy Resource with Deployment at or above 25 MVA, or that requires TVA to install protective devices (e.g., transfer trip), Distributor and TVA will enter into a parallel operation agreement for that specific Energy Resource. TVA may, at its sole discretion, require protective devices and/or a parallel operation agreement for Energy Resources Deploying under 25 MVA.

4.6 - Metering

Distributor must meter each Energy Resource in a manner consistent with the requirements, standards, and guidance set forth in TVA's Metering Requirements for Generation, Physical Tie Lines, Pseudo-ties, and Dynamic Schedules procedure ("**Metering Requirements**"), as they may be updated and changed from time to time.

TVA may update or change the Metering Requirements upon not less than 30 days' notice to Distributor. When TVA makes such updates or changes, or at any time upon Distributor's request, TVA will provide the revised Metering Requirements to Distributor in accordance with subsection 10.5.

4.7 - Reporting and Recordkeeping

In the manner specified in the Program Guidelines, Distributor must submit to TVA the required information regarding Deployment, the capacity allocations, and the equivalent benefit allocations for any Energy Resource to which Distributor has a contractual connection.

SECTION 5 - ENHANCED FLEXIBILITY VOLUME

5.1 - Calculations

Distributor's Enhanced Flexibility Volume, as allowed and calculated by TVA, must not exceed the greater of either:

- a) 5% of Distributor's energy, where energy is its average hourly capacity usage, initially over TVA fiscal years 2015 through 2019, as calculated by TVA; or
- b) 1 MW.

The foregoing limit is referred to herein as Distributor's "**Enhanced Flexibility Volume Cap**".

For an Aggregated Energy Resource, Distributor's share, if any, of that facility's capacity or equivalent benefits that Distributor is entitled to receive because of Distributor's contribution to the Energy Resource shall be included in its Enhanced Flexibility Volume, as calculated and approved by TVA.

5.2 - Recalculations

Upon written request, Distributor may request TVA recalculate its energy usage according to subsection 5.1, using the most recent five consecutive TVA-fiscal-year periods immediately prior to the date of the request.

The recalculated energy amount will apply only if it is greater than Distributor's current Enhanced Flexibility Volume Cap. Recalculations will not be used to decrease Distributor's Enhanced Flexibility Volume Cap.

5.3 - Enhanced Flexibility Volume Aggregation

Valley Partners must have an effective Power Supply Expanded Flexibility Agreement with TVA in order to Subscribe to any Energy Resource Deployed under this Agreement. Total capacity Deployed by an Energy Resource must not exceed the aggregated total Enhanced Flexibility Volume allocated and contributed to the Energy Resource from all Subscribed Valley Partners, in accordance with this Agreement and the Program Guidelines.

If TVA issues a notice of violation of this Section 5 notifying Distributor that it has failed to account for, failed to allocate for, or failed to attribute any Enhanced Flexibility Volume contributed by a Subscribed Valley Partner, Distributor will cease the operation of the Energy Resource or permanently adjust the alternating current nameplate rating of an Energy Resource under its control (or for which it has a PPA). Once TVA, in its sole discretion, is satisfied that the alternating current nameplate rating of the Energy Resource is in compliance with the allocations to and contributions from each Subscribed Valley Partner, in accordance with this Agreement, TVA will notify Distributor that such violation has been resolved.

5.4 - Technology Factor

For the purpose of calculating an Energy Resource's contribution to Distributor's Enhanced Flexibility Volume, the facility's alternating current nameplate rating will be multiplied by its Technology Factor.

TVA will approve and assign a Technology Factor to an Energy Resource in accordance with this Agreement and the Program Guidelines.

A Legacy Energy Resource will retain the Technology Factor assigned to it at the time its Initiation Notice Form was approved, so long as it continues to be operated in accordance with the terms and conditions of the Initiation Notice Form at the time of its approval.

SECTION 6 - PRICING AND CREDITING STRUCTURE

For an amount up to Distributor's Enhanced Flexibility Volume Cap, Energy Resources will either (a) displace demand and energy usage that TVA would have otherwise generated, delivered, and charged on Distributor's monthly wholesale power invoice, or (b) be treated in accordance with a wholesale crediting mechanism in accordance with the Program Guidelines and any associated PPA or similar agreement.

The pricing structure against which demand and energy will be displaced is under the wholesale power rate schedule applicable under Distributor's Power Contract.

Nothing in this Agreement authorizes Distributor to exceed the Enhanced Flexibility Volume Cap. In the event Distributor's Enhanced Flexibility Volume exceeds its Enhanced Flexibility Volume Cap, in addition to other remedies available to TVA, TVA may adjust its monthly wholesale power invoice to account for the Energy Resource generation that exceeds Distributor's Enhanced Flexibility Volume Cap.

Nothing in this Agreement preempts TVA's authority to set rates consistent with the TVA Act.

For an Energy Resource where Excess Generation flows onto the TVA transmission system at a specific delivery point, TVA will credit Distributor per the terms and conditions outlined in the associated PPA or similar agreement with TVA.

SECTION 7 - RENEWABLE ENERGY CERTIFICATES

7.1 - REC Requirements

Distributor must document and attest that all REC transactions – sales, transfers, and retirements – represent energy consumed within the TVA service area, and Distributor will make no claims based upon those RECs for energy consumed outside of the TVA service area.

Distributor may sell, transfer, or retire RECs only to its end-use electric system customers, either individually or collectively, or to other Valley Partners. Distributor will ensure that its end-use customers do not resell or transfer RECs sold to them by Distributor.

RECs must only be retired on behalf of Distributor, its end-use customers, the Valley Partner that purchased or received a transfer of the RECs, or the receiving Valley Partner's end-use customers.

If Distributor sells, transfers, or retires a REC in a manner that violates this Agreement and/or the Program Guidelines, or makes claims, statements, or communications regarding a REC that is inconsistent with this Agreement and/or the Program Guidelines, and does not correct the violation or inconsistent claim within 15 business days of written notice from TVA of the violation or inconsistent claim, then TVA by separate written notice, will notify Distributor that (1) it has failed to comply with the terms and conditions of this Agreement and/or the Program Guidelines, including subsection 3.2(e), and (2) subsection 3.2 is now applicable. TVA, by further written notice, will notify Distributor if and when such violation or inconsistency with subsection 3.2(e) has been resolved to TVA's satisfaction and sole discretion and upon what date the Lock-Out Period has or will end.

7.2 - REC Communications

All RECs retired may be referenced by TVA in its public communications concerning renewable energy resources used to serve the load of TVA's customers. In TVA's reporting of its system and system greenhouse gas emissions, TVA will be entitled to report, as a separate line item or items, greenhouse gas emission reductions (and any other emissions reductions and/or avoidances) attributable to the substitution of renewable energy sources for fossil based, non-renewable, or nuclear based sources in TVA's service area as a result of the commitments made under this Agreement.

Distributor and TVA will each be entitled to include in their public communications that (i) participation in the power supply flexibility allowed by TVA and the creation of RECs in connection with this Agreement caused, in whole or in part, the addition of Energy Resources to TVA's service territory; and (ii) RECs generated and retired from renewable energy from such facilities represent energy consumed within the TVA service area. Distributor or Distributor's assignees shall make no claims based upon those RECs for energy consumed outside of the TVA service area.

SECTION 8 - WHOLESALE POWER SUPPLY

Except as specifically stated in the LTA and in this Agreement, Distributor remains obligated under the Power Contract to take from TVA the electric power Distributor requires to serve its customers, and any other sale or supply of power not supplied by TVA is prohibited. However, consistent with the LTA, power received or supplied by Distributor as part of and in compliance with the terms and conditions of this Agreement is not an event of default as specified in the subsection entitled "Events of Default and Remedies" in Section 3 of the LTA.

In accordance with the Power Contract, TVA remains obligated to make every reasonable effort to be in a position to supply Distributor's total customer load, without regard to Distributor's Deployment of Energy Resources under this Agreement.

SECTION 9 - CURTAILMENTS

9.1 - Curtailment Rights

If Distributor has Deployed an aggregate amount of at least 5 MW of Energy Resource capacity in its service territory, and if TVA determines, in its sole discretion, that a safety or reliability emergency exists, then TVA will have the right to order Distributor to curtail its Energy Resource utilization by ceasing all Energy Resource power production from all Energy Resources of 1 MW or greater.

9.2 - Curtailment Obligations

Distributor must cease all power production from any Energy Resource of 1 MW or greater within 15 minutes after TVA provides notification in accordance with subsection 9.3 that an emergency condition exists. TVA will promptly notify Distributor when the emergency condition has ended, at which time Distributor may resume power production at all Energy Resources.

9.3 - Notice to Curtail

TVA will notify Distributor of its curtailment obligations under subsection 9.2 by phone using the Primary Notice Phone Number below. If TVA does not reach anyone at the Primary Notice Phone Number, TVA also may provide notices, without obligation, to any Alternate Notice Phone Number(s) Distributor provides.

Distributor's Primary Notice Phone Number	662-323-3133
Distributor's Alternate Notice Phone Number(s)	662-418-5151 662-694-1701

9.4 - Failure to Curtail

If Distributor fails to curtail power production at any Energy Resource in accordance with subsection 9.2, then TVA, by written notice, may notify Distributor that it must cease all further power production from each Energy Resource specified in TVA's notice.

Effective immediately upon such notice from TVA, Distributor will cease all further power production from the Energy Resource specified by TVA until such time that Distributor receives written notification from TVA that Distributor has demonstrated, to TVA's satisfaction, that it will meet its curtailment obligations.

9.5 - Failure to Comply

Notice of Failure to Comply: If Distributor does not comply with the requirements in subsection 9.4, then TVA may notify Distributor that (1) it has failed to comply with this Section 9, and (2) subsections 3.1(d) and 3.2(c) now apply.

SECTION 10 - MISCELLANEOUS

10.1 - Responsibility to Consumers

In incurring expenditures with regard to an Energy Resource, Distributor is responsible for maintaining low rates, protecting the financial viability of its distribution system, and ensuring the non-discriminatory treatment of its electric consumers in a manner consistent with the Power Contract and TVA's regulatory framework.

10.2 - Conflicts

Any inconsistency in terms and conditions and/or the obligations of the parties will be resolved by giving precedence in the following order: (1) this Agreement, (2) Program Guidelines, (3) Energy Resource contracts between Valley Partners, and (4) other related contracts and documents. In any PPA between Distributor and the developer/owner of an Energy Resource, Distributor will include provisions that (i) ensure Distributor is able to fulfill its obligations under this Agreement and the Program Guidelines, (ii) require the developer/owner to follow the Program Guidelines, and (iii) provide that the Program Guidelines control in the event of a conflict between the PPA and the Program Guidelines.

10.3 - Exceptions

Distributor may request exceptions or alternatives to the requirements set forth in this Agreement. TVA may accept or reject such request at its sole discretion. Approval of any requests will be implemented by an amendment to this Agreement, or by separate agreement.

10.4 - Legal Compliance

The parties will conduct all activities under this Agreement, the Program Guidelines, any PPA or similar agreement, and any agreements related to or required under this Agreement or the Program Guidelines in compliance with the Power Contract, prevailing TVA power acquisition practices and applicable law, including without limitation, least cost planning requirements, the TVA Act, and the National Environmental Policy Act, and all laws, rules, regulations, and state or local approvals applicable to the parties' respective obligations under this Agreement. Distributor will cooperate with TVA in TVA's conduct of environmental and other reviews, including adhering to any TVA requests that no ground-disturbing activity takes place with regard to an Energy Resource until TVA's reviews are satisfactorily completed.

Distributor will comply with the terms set forth in any Energy Resource contracts entered into with other Valley Partners, provided such compliance does not conflict with the obligations of Distributor under its Power Contract or this Agreement.

10.5 - Notice

Any notice required under this Agreement will be deemed to be given properly if delivered in writing by one of the following delivery methods: (1) posted on a website designated for delivery of Energy Resource information; (2) e-mailed to Distributor's General Manager, Superintendent, Chief Executive Officer, or equivalent management representative; or (3) emailed to the designated contact below, in accordance with the attached Program Guidelines.

To Distributor: General Manager
ekemp@starkvilleutilities.com and
jscott@starkvilleutilities.com

To TVA: Manager, Renewable Programs
flexibility@tva.gov

Distributor may change either the designation of any person or the email address of any such person at any time and from time to time by similar notice.

10.6 - Submittal of Required Information

Unless otherwise provided for herein, any schedule, form, report, or other documentation required by this Agreement or the Program Guidelines must be submitted by Distributor to flexibility@tva.gov.

If emailing flexibility@tva.gov, the Distributor is requested to also copy Distributor's assigned TVA Regional Relations Representative on the email.

10.7 - Liability

With the exception of the express obligations to Distributor that TVA has assumed under this Agreement, TVA has no liability to any Valley Partner or third party in relation to any Energy Resource, and any related agreements, contractual or otherwise, between Valley Partners and/or third parties.

10.8 - TVA Transmission System

Nothing in this Agreement shall be interpreted or construed to authorize Distributor to use any TVA transmission facilities or any part of TVA's transmission system to receive or deliver the generation output of any Energy Resource.

SECTION 11 - PREVIOUS AGREEMENTS

The parties hereby terminate the Prior Agreement, Supplement 94 to the Power Contract, effective March 4, 2021, as of the effective date of this Agreement.

SECTION 12 - RATIFICATION

The parties hereby ratify and confirm that: (a) TVA's obligations under subsection 2(e) of the LTA has previously been satisfied, and (b) the Power Contract, as amended by both this Agreement and the LTA, is their continuing obligation.

The effective date of this Agreement is the date of TVA's signature.

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title: _____

Date: _____

TENNESSEE VALLEY AUTHORITY

By _____

Director

Power Customer Contracts

Power Supply Expanded Flexibility Program Guidelines

Tennessee Valley Authority (TVA)

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IMPLEMENTATION OF A POWER SUPPLY EXPANDED FLEXIBILITY OPTION MAY HAVE IMPACTS ON EXISTING PRODUCTS OR PROGRAMS FROM TVA THAT ARE BASED ON A VALLEY PARTNER'S DEMAND AND ENERGY TAKINGS.

ANY ACTIONS TAKEN BY A PARTY IN RELIANCE ON THE TERMS SET FORTH IN THESE PROGRAM GUIDELINES, PROGRAM FORMS, OR ON STATEMENTS MADE DURING NEGOTIATIONS OR DISCUSSIONS PURSUANT TO THE SUBJECT MATTER HEREIN SHALL BE AT SUCH PARTY'S OWN RISK. UNTIL DEFINITIVE AGREEMENT(S) HAVE BEEN EXECUTED BETWEEN OR AMONG THE PARTIES, NO PARTY SHALL HAVE ANY LEGAL OBLIGATIONS, EXPRESS OR IMPLIED, OR ARISING IN ANY OTHER MANNER UNDER THESE PROGRAM GUIDELINES, PROGRAM FORMS, OR IN THE COURSE OF NEGOTIATION OR DISCUSSIONS. SUCH DEFINITIVE AGREEMENT(S) ARE THE ONLY DOCUMENT(S) THAT WOULD CREATE A BINDING LEGAL OBLIGATION BETWEEN OR AMONG THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREIN.

General Terms and Conditions

Program Guidelines

- These Program Guidelines are intended to provide Valley Partners with a framework of various project options by which each Valley Partner may find more opportunity to utilize their Enhanced Flexibility Volume through the Deployment of Energy Resources using the following options.
- Capitalized Terms used in these Program Guidelines have the same meaning as in the Power Supply Expanded Flexibility Agreement (“Agreement”). In the event of any conflict between the body of the Agreement and these Program Guidelines, the Agreement controls.
- TVA may amend these Program Guidelines at any time, in part or in whole, by posting such amendments under “Flexibility Option - General Information” on the Valley Connect Programs page at <https://valleyconnect.tva.gov/resources/programs>, or such successor website as TVA may designate from time to time. Such amendments will be effective upon 30 days’ written notice in accordance with the Agreement and will not apply to any Energy Resource documented by an Initiation Notice Form (“INF”) approved by TVA in accordance with these Program Guidelines prior to the effective date of such amendments. This paragraph does not apply to any adjustments made to the price per kWh stated in the Crediting and Pricing Structure section of these Program Guidelines.
- Terms and conditions in these Program Guidelines are in addition to and made a part of the Agreement.

Authorization and Participation

- The Agreement is available only to local power companies that have an effective Long-Term Agreement (“LTA”) with TVA (“Valley Partners”) and will be an amendment to the Valley Partner’s wholesale power contract (“Power Contract”).
- Implementation of Expanded Flexibility will be in accordance with the TVA Board Approval dated August 31, 2022.

Energy Resources

Eligibility

- No Energy Resource may be Deployed until it has been approved by TVA in accordance with the Agreement and these Program Guidelines.
- No expansion of the capacity of an Energy Resource may occur without the prior written approval of TVA.
- TVA may reject any Energy Resource, in whole or in part, if, in TVA's sole discretion, it deems that the Energy Resource poses a potential safety risk or adverse impact to a transmission or distribution system.

Requirements

- TVA, in its sole discretion, at any time during the approval process or while the Energy Resource is Deployed, may require, at a Valley Partner's cost, one or more of the following for an Energy Resource facility in order to determine any adverse impacts to TVA's transmission system, what transmission equipment and/or network upgrades are required, what Excess Generation TVA may be able to take onto its transmission system, and other factors and requirements for safe operation and Deployment of an Energy Resource:
 - "Facilities Study" means a formal scoping process by TVA using other studies (including the System Impact Study) and information to produce the necessary project drawings, detailed cost estimates, and work schedule for the Deployment of a potential Energy Resource facility.
 - "Flexibility Device Kit" means TVA's preferred communication link for acquiring generation data from Energy Resources (if other existing communication links are not available), which includes a cell router, GPS clock, AC-DC converter, and TVA implementation support.
 - "System Impact Study" means an engineering study completed by TVA to identify the impact and any scope of work necessary for the safety and reliability of TVA's transmission system and for the interconnection of an Energy Resource to TVA's transmission system or Valley Partner's distribution system.
 - "Transmission Screen" means a study performed by TVA to determine the appropriate load sizing for a potential Energy Resource at a given delivery point, including but not limited to metering, protection, and visibility requirements.
- "Interconnection Requirements" means the latest version of TVA's Energy Supply Facility Interconnection Requirements and Procedures, with which all Energy Resources must comply, and as applicable the North American Electric Reliability Corporation (NERC) registration requirements.
- "Commissioning Requirements" means the latest version of TVA's Commissioning Checklist and Guidelines. An Energy Resource at or above 25 MVA will be subject to the full Commissioning Requirements and, in TVA's sole discretion, an Energy Resource with Deployment below 25 MVA may require full or partial compliance with the Commissioning Requirements.
- "Modeling Requirements" means the latest version of TVA's Modeling Requirements for Synchronous Generators and Inverter-Based Resources. An Energy Resource at or above 25 MVA will be subject to the full Modeling Requirements and, in TVA's sole discretion, an Energy Resource with Deployment below 25 MVA may require full or partial compliance with the Modeling Requirements.

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- An Energy Resource at or above 25 MVA must comply with TVA's Operating Procedures and deliver to TVA forecasting information, including but not limited to, a daily projected output schedule and other forecasting information TVA may reasonably require.
 - If TVA identifies, at any time during the approval process or while the Energy Resource is Deployed, any adverse impacts on TVA's transmission system that will be caused by a Valley Partner's planned Energy Resource(s), TVA will notify the Valley Partner of the protection equipment and actions necessary to remediate such adverse impact. The Valley Partner will coordinate with TVA for the installation of any such necessary equipment and actions and reimburse TVA for TVA's equipment costs.
 - In TVA's sole discretion, TVA-owned meter(s) may be required for the Deployment and continued operation of an Energy Resource. The Valley Partner must reimburse TVA for TVA's costs in procuring and installing such meter(s) in accordance with the Metering Requirements.
 - Valley Partners are responsible for metering and communication devices for its Energy Resources to ensure TVA operational reliability in accordance with the Program Guidelines, and are required to provide TVA with unrestricted remote access to metering data at all times, and physical access to the metering facilities for the purpose of confirming remotely accessed data, during such time periods that TVA specifies, and in cooperation with the Host Valley Partner's operating representatives.

Technology Factors

- Technology Factors will be assigned to Energy Resources as follows:
 - 0.2 - for solar-based power generating Energy Resources with an alternating current nameplate rating of less than 250 kW and in compliance with the End-Use Customer Hosted Option Guidelines;
 - 0.4 - for solar-based power generating Energy Resources not included in the End-Use Customer Hosted Option;
 - 1.0 for Energy Resources that are not solar based; and
 - as calculated, in TVA's sole discretion, for other Energy Resources not included in the categories above.
- Technology Factor examples:
 - A solar-based power generating Energy Resource in compliance with the End-Use Customer Hosted Option guidelines that has an alternating current nameplate rating of 250 kW; equals $250 \text{ kW} \times 0.2 = 50 \text{ kW}$ of Enhanced Flexibility Volume.
 - A solar-based power generating Energy Resource has an alternating current nameplate rating of 10 MW; equals $10 \text{ MW} \times 0.4 = 4 \text{ MW}$ of Enhanced Flexibility Volume.
 - A combined heat and power facility has a nameplate rating of 5 MW; equals $5 \text{ MW} \times 1.0 = 5 \text{ MW}$ of Enhanced Flexibility Volume.
- In accordance with the Agreement, a Legacy Energy Resource will retain the Technology Factor assigned to it at the time its INF was approved, so long as the Legacy Energy Resource continues to be operated in accordance with the terms and conditions of the INF at the time of its approval.

Energy Resource Aggregation

- Valley Partners may “aggregate” all or a portion of Enhanced Flexibility Volumes into a single Aggregated Energy Resource, so long as:
 - the total capacity Deployed by the Energy Resource does not exceed the aggregated total Enhanced Flexibility Volume allocated and contributed to the Energy Resource from all Subscribed Valley Partners, in accordance with the Agreement and these Program Guidelines; and
 - each individual Valley Partner’s Enhanced Flexibility Volume does not exceed the Enhanced Flexibility Volume Cap as allowed, calculated, and assigned by TVA to each individual distributor.

Crediting and Pricing Structure

Energy Resources will either (a) displace demand and energy usage that TVA would have otherwise generated, delivered, and charged on Distributor's monthly wholesale power invoice or (b) be treated in accordance with a wholesale crediting mechanism in accordance with the following:

Flexibility Option Power Purchase Agreement ("FOPPA"):

- For solar Energy Resources directly interconnected to TVA's transmission system, TVA will purchase exclusive rights and title to 100% of the energy output from the Valley Partner who has a PPA with the developer or owner of the Energy Resource.
- For all energy delivered to and purchased by TVA at the delivery point, TVA will pay the Valley Partner \$50.52 per MWh plus the Standard Service Total Monthly Fuel Cost ("TMFC") rates for the billing month.
- Specific payment terms, metering requirements, and contract price provisions are defined in the FOPPA.
- For any conflict between these Program Guidelines and the FOPPA, the FOPPA governs.

Excess Option Power Purchase Agreement ("EOPPA"):

- For solar Energy Resources directly interconnected to a Valley Partner's distribution system; the Valley Partner will offset demand and energy usage otherwise generated, delivered, and charged by TVA.
- For any solar generation in excess of load at a delivery point that causes energy to flow onto the TVA transmission system at any interval, TVA will purchase exclusive rights and title to any such energy from the Valley Partner who has a PPA with the developer or owner of the Energy Resource.
- For all energy delivered to and purchased by TVA at the delivery point, TVA will pay the Valley Partner \$31.28 per MWh plus the Standard Service Total Monthly Fuel Cost ("TMFC") rates for the billing month.
- Specific payment terms, metering requirements, and contract price provisions are defined in the EOPPA.
- For any conflict between these Program Guidelines and the EOPPA, the EOPPA governs.

Other

- The provisions in these Program Guidelines applicable to the FOPPA and EOPPA apply to Energy Resources for which a Valley Partner has executed a PPA.
- The FOPPA and EOPPA rates apply exclusively to solar-based power generating Energy Resources and may be adjusted by TVA consistent with changes, increase or decrease, to Standard Service Wholesale rate changes and adjustments.
- TVA will notify Valley Partners of any such adjustment, and the effective date of the adjustment, either (1) in accordance with section 10.5 of the Agreement, or (2) in the fuel cost adjustment Statement of Amounts.
- These Program Guidelines do not limit TVA's right to change or replace its formula to determine price per kWh.
- For non-solar-based Energy Resources, upon request from a Valley Partner, TVA will calculate a separate technology-specific rate.

Valley Partner Hosted Option Guidelines

These Valley Partner Hosted Option Guidelines establish the processes and procedures to be followed by Valley Partners and TVA for the implementation of a Valley Partner Hosted Energy Resource ("VP Project"). A VP Project is an Energy Resource that is directly connected to a Valley Partner's distribution system for Deployment on that Valley Partner's system, may include Excess Generation that flows onto TVA's transmission system that TVA purchases from Valley Partner, and/or may be an Aggregated Energy Resource. Valley Partners should read and understand all the terms and conditions set forth in the Agreement and these Program Guidelines.

Participation Requirements

Valley Partner(s) must, in accordance with the Agreement, these Program Guidelines, and in any forms or instructions, as they may be requested, required, and updated from time to time by TVA:

- submit a completed INF describing participation in the Valley Partner Hosted Option;
- maintain responsibility for, and all costs associated with, the planning (including environmental reviews), development, Deployment, continued operation, and ceasing operation of the VP Project;
- comply with all standards, guidelines, reporting and data obligations;
- as applicable, execute a PPA with the project developer or owner for the Deployment and operation of the VP Project and continually maintain such effective agreement while the VP Project is Deployed;
- take title to all Environmental Attributes, capacity-equivalent benefits, and other project attributes associated with the Valley Partner's Enhanced Flexibility Volume contribution or allocation to the VP Project;
- manage, sell, transfer, and retire the RECs generated by the VP Project consistent with the Agreement, and provide attestation to such;
- maintain responsibility for the negotiation, preparation, execution, completion, implementation, and ongoing administration of the PPA and all other agreements associated with the planning, development, Deployment, continued operation, and ceasing operation of the VP Project;
- as applicable, in TVA's sole discretion, enter into any other agreements (e.g., Interconnection Agreement and/or Parallel Operation Agreement) required for the initial and continued safe Deployment of an Energy Resource;
- implement curtailment requirements; and
- as applicable, enter into an EOPPA with TVA for any Excess Generation that flows from the VP Project onto the TVA transmission system.

Aggregated Energy Resource Requirements

Host Valley Partner:

- "Host Valley Partner" means the Valley Partner in whose service territory a VP Project is located and directly connected to that Valley Partner's distribution system. The Host Valley Partner may also be a Subscribed Valley Partner for the VP Project.

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- The Host Valley Partner must take physical delivery of and title to all energy output from the VP Project, along with taking title to all Environmental Attributes and other project attributes;
 - The Host Valley Partner, as applicable, must enter into and administer a mutually agreeable contractual agreement with each Subscribed Valley Partner outlining the allocation of equivalent benefits, sale or transfer of Environmental Attributes and/or RECs, and any other details related to the planning, implementation, Deployment, continued operation, and ceasing operation of the VP Project;
 - The Host Valley Partner must certify on the INF, subject to TVA approval, the manner in which all financial and environmental benefits will be allocated to Subscribed Valley Partners;
 - The Host Valley Partner is responsible for Energy Resource Administration and may receive a financial or other benefit (“Host Fee”) from other Subscribed Valley Partners as compensation for the time and cost it incurs to complete its Host Valley Partner functions associated with Energy Resource Administration of the VP Project. The Host Valley Partner and all other Subscribed Valley Partners must mutually agree in writing to the Host Fee.
 - Energy Resource Administration includes but is not limited to: the planning, development, Deployment, continued management and operation, and ceasing operations of the VP Project; PPA management; REC management and retirement; administration of allocating the financial and environmental benefits to all Subscribed Valley Partners; metering, transmission, and billing obligations; and any other administrative and operational activities associated with the VP Project.
 - **Enhanced Flexibility Volume Considerations:**
 - A Valley Partner that has reached its Enhanced Flexibility Volume Cap may still act as a Host Valley Partner for a VP Project in accordance with the following:
 - the Host Valley Partner and all Subscribed Valley Partners mutually agree in writing to a Host Fee as described in these Program Guidelines;
 - the Host Valley Partner does not receive any benefits that exceed the Host Fee.
 - A Valley Partner that has remaining Enhanced Flexibility Volume may act as Host Valley Partner for a VP Project with or without receiving a capacity allocation or equivalent benefit from the VP Project and must indicate and certify such election on the INF.

TVA Interconnected Option Guidelines

These additional TVA Interconnected Option Guidelines establish the processes and procedures to be followed by a Valley Partner and TVA for the implementation of a TVA Interconnected Energy Resource ("Interconnected Project"). The Valley Partner should read and understand all the terms and conditions set forth in the Agreement and these Program Guidelines.

Participation Requirements

- **The Valley Partner(s) must**, in accordance with the Agreement, these Program Guidelines, and in any forms or instructions, as they may be requested, required, and updated from time to time by TVA:
 - submit a completed INF describing participation in the TVA Interconnected Option;
 - comply with all standards, guidelines, reporting and data obligations, and other requirements and responsibilities;
 - follow the TVA interconnection procedures and standards in effect at the time of interconnection; and
 - execute a separate PPA with TVA, substantially in the form of the FOPPA (an example of which may be provided by TVA at the request of a Valley Partner), for TVA's purchase and title to all energy output delivered from the Interconnected Project onto the TVA transmission system, resulting in TVA taking physical delivery of all energy output delivered from the Interconnected Project;
 - maintain responsibility for, and all costs associated with, the planning, development, Deployment, continued operation, and ceasing operation of the Interconnection Project, including the negotiation, preparation, execution, implementation, and ongoing administration of a PPA with project developer or owner, and all other agreements associated with the planning, development, Deployment, continued operation, and ceasing operation of the Interconnected Project;
 - take all right, title, and interest in and to energy output, Environmental Attributes, and other project attributes generated under a PPA entered into between the Valley Partner and the project developer or owner;
- A PPA between the Valley Partner and project developer or owner must:
 - (1) be entered into between the Valley Partner and project developer or owner;
 - (2) confer to the Valley Partner any and all right, title, and interest in and to energy output, Environmental Attributes, and other project attributes generated under a PPA;
 - (3) require Continuous Reactive Power Support ("CRPS"): CRPS is a local grid voltage control service provided by the Interconnected Project's solar inverters during periods when the Interconnected Project is not generating power but is able to receive power from TVA;
 - (4) ensure that no construction activities are initiated at the Interconnected Project site, whether by the Valley Partner, the project developer or owner, or any third party, until TVA has provided written notice to the Valley Partner that TVA's environmental reviews have been satisfactorily completed;
 - (5) allow for TVA to require the project developer or owner to effect a curtailment or disconnection of the Interconnected Project, in accordance with the Interconnection Agreement with TVA;

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- (6) at the Valley Partner's expense, ensure that by no later than the date the project generates and delivers power to the TVA transmission system, an automatic generation control (AGC) system for the Interconnected Project is installed in accordance with TVA's specifications and direction;
 - (7) require the project developer or owner adhere to the then current Program Guidelines in effect at the time the PPA was entered into to the extent applicable, and state that in the event of a conflict between the PPA and such Program Guidelines, the Program Guidelines controls;
 - (8) require, in TVA's sole discretion, the execution of any necessary agreements (e.g., Interconnection Agreement) and other necessary documentation between the project developer or owner and TVA or the Valley Partner, as applicable to address metering, operation, maintenance, and other related matters; and
 - (9) include other such terms and conditions as TVA may reasonably require.
- **TVA will** execute a separate agreement with the Valley Partner, substantially in the form of a FOPPA (an example of which may be provided by TVA at the request of a Valley Partner), for TVA's purchase and title to all energy output delivered to the TVA transmission system resulting in TVA taking physical delivery of the energy output from the Interconnected Project.

Process Requirements

- **PPA Administration:**
 - Administration of a PPA will be the responsibility of the Valley Partner and must be in accordance with these Program Guidelines and the requirements of the PPA between TVA and the Valley Partner. This may include, but is not limited to, negotiations, exercising contractual rights under a PPA, milestone determinations and extensions, enforcement of remedies for non-performance, and pricing increases.
- **Aggregated Projects:**
 - More than one Valley Partner may subscribe to a TVA Interconnected Project, and may enter into a separate PPA with the project developer or owner for receiving an allocation of capacity from the Energy Resource, so long as all Subscribed Valley Partners individually enter into a PPA with TVA for TVA's purchase of and title to all energy output delivered from the Interconnected Project to the TVA transmission system. All energy output must be sold to TVA.

End-Use Customer Option Guidelines

These additional End-Use Customer Hosted Guidelines establish the processes and procedures to be followed by a Valley Partner and TVA for the implementation of the End-Use Customer Hosted Option (“EUC Option” or “EUC Program”). The Valley Partner should read and understand all the terms and conditions set forth in the Agreement and these Program Guidelines.

A Valley Partner may implement an EUC Program only within its service territory for the solar installations of its eligible Standard Service electric system customers, and it will have the responsibilities of a Host Valley Partner.

A Valley Partner’s receipt and purchase of electric energy from such solar installations will be counted as capacity towards the Valley Partner’s Enhanced Flexibility Volume Cap, as allowed and calculated by TVA, using the applicable Technology Factor.

Defined Terms

- “Participant” means any potentially eligible Standard Service electric system customer located and served in a Valley Partner’s service territory that elects to participate in such Valley Partner’s EUC Program.
- “Metering Installation” means meters and related facilities used to determine the amounts of electric energy flowing onto the Valley Partner’s distribution system from solar installations. TVA assumes no responsibility for the adequacy or functionality of any Metering Installation. In addition, the Metering Installation must meet the following requirements:
 - adhere to TVA’s reporting requirements and TVA’s Commercial Energy Solutions Net Metering Policy, as it may be updated from time to time by TVA;
 - conform to applicable industry standards; and
 - be for Valley Partner’s exclusive use and control unless otherwise agreed to in writing by the Participant and Valley Partner.
- “Site” means a Participant’s eligible residential, commercial, or industrial real estate and associated personal property to which the solar installation is connected. In addition, the Site must meet and maintain the following requirements:
 - The property must be located in the service territory of, and receive its retail electricity distribution services from, the Valley Partner at the location of the solar installation;
 - The primary purpose of the solar installation must be to serve the load at Participant’s premises, not primarily for energy generation sales. For example, participant may not be an entity whose main business purpose is energy generation and sales;
 - The solar installation must be located on the same premises of Participant, where the Participant’s own electrical load is located;
 - A maximum of 250 kW per Standard Service customer of Valley Partner is permitted;
 - electric energy delivered to and purchased by the Valley Partner does not exceed more than 100% of the Participant’s annual electrical usage (the aggregate of all billing meters on Participant’s contiguous property at the Site); and

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- Participant and the solar installation must meet the requirements set forth herein.

Participation Requirements

- The Valley Partner is responsible for EUC program planning, development, enrollment, reporting, and administration consistent with the Agreement and these Program Guidelines. As a condition of the Valley Partner offering an EUC program, the Valley Partner must also agree to administer and manage DPP in its service area.
- The Valley Partner must:
 - submit the Expanded Flexibility End-Use Customer Program Approval Form for TVA's approval of its EUC Program;
 - submit monthly and annual reports as required by the Agreement and these Program Guidelines, and any further information reasonably requested by TVA that, in TVA's sole discretion, is needed to approve and regulate the potential EUC Program;
 - assume and maintain responsibility for certain retail facing administration obligations for current and future Dispersed Power Production (DPP) Program participants;
 - at Participant's expense, in Valley Partner's sole discretion, provide and install Metering Installation necessary to measure electrical output from the solar installation;
 - at Participant's expense, test, calibrate, operate, maintain, and, if necessary, replace the meter(s) in the Metering Installation;
 - at no cost to TVA, enter into a separate Interconnection Agreement with Participant to provide (1) a delivery point at the Site for electric energy to flow onto the Valley Partner's distribution system, (2) the Valley Partner with monthly readings from the Metering Installation, and (3) the necessary access rights in order to perform such readings. Connection of Participant's Site to the Valley Partner's distribution system shall be subject to the Rules and Regulations of the Valley Partner;
 - properly meter and account for all electric energy the Valley Partner receives and purchases, in accordance with the Agreement and these Program Guidelines;
 - the solar installation conforms to applicable industry standards or utilizes a contractor certified through TVA's Green Connect quality contractor network for the solar installation;
 - as applicable, in TVA's sole discretion, at Valley Partner's sole expense, enter into a separate metering agreement with TVA and install necessary metering and equipment; and
 - ensure that:
 - Participant's primary purpose for participating in the EUC Program is not energy generation;
 - Participant's system is an on-site solar photovoltaic ("PV") installation or solar PV with battery storage installation ("solar installation");
 - the solar installation has an alternating current nameplate rating of 250 kW or less;

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- the solar installation is owned or leased by a Standard Service customer of Valley Partner, as designated by the customer's power billing account that is associated with the billing meter at the address of the on-site solar installation;
 - as applicable, at Participant's sole expense, Participant receives the local building code official's inspection and certification of the solar installation and Metering Installation and submits such documentation to the Valley Partner showing that the solar installation and Metering Installation is permitted, approved, and meets all electrical and mechanical qualifications; and
 - electric energy received and purchased by the Valley Partner do not exceed more than 100% of each Participant's annual electrical usage (the aggregate of all billing meters on Participant's contiguous property at the Site).
- TVA will:
 - Provide the Valley Partner with the End Use Customer Program Approval Form for submittal to TVA and for EUC Program approval;
 - Ensure the EUC Program adheres to TVA's Net Metering Standard, as amended or superseded, and TVA's Commercial Energy Solutions Net Metering Policy, as amended or superseded;
 - Transition DPP retail facing program administration to the Valley Partner. TVA and Valley Partner will collaborate to develop a change management plan for administration, billing, and other program obligations. Valley Partner will submit such change management plan to TVA.

Pricing Structure

- TVA will determine EUC Program pricing structures consistent with the following parameters:
 - Must be a bundled energy purchase inclusive of the environmental and emission free attributes (e.g., RECs).
 - Manage and retire environmental and emission free attributes consistent with the Agreement and these Program Guidelines.
 - Purchase price must not exceed Standard Service wholesale pricing as received by the Valley Partner from TVA.

Required Forms

Valley Partner must report to TVA the following information regarding Energy Resources, using the appropriate form and frequency, both of which TVA will specify.

Initiation Notice Form

An “Initiation Notice Form” or “INF” is required during the early planning stages of Energy Resource facility development, but in all cases no later than 90 days prior to any new Energy Resource power production. The INF keeps TVA apprised of Energy Resource development within the Host Valley Partner’s service territory, expediting TVA’s affected system interconnection studies, which TVA will conduct in a timely manner (TVA must review and provide advance, written approval of any plans to modify or operate an Energy Resource that materially differs from the Host Valley Partner’s original proposal to build such Energy Resource).

Operational Notice Form

The “Operational Notice Form” is required prior to any Energy Resource facility power production. The Operational Notice Form notifies TVA of an Energy Resource project that is capable of and ready to generate energy and provide power, consistent with the Agreement and these Program Guidelines, along with providing TVA with relevant information about such projects, including but not limited to location, type, size, inverter data, transformer data, and other metering and interconnection information.

Monthly Reporting Form

The “Monthly Reporting Form” is required on a schedule specified by TVA, which captures the (i) Host Valley Partner’s hourly meter data for Energy Resources every month, with projects over 1 MW individually delineated, and (ii) allocates Enhanced Flexibility Volume for all Subscribed Valley Partners, if any.

Annual Reporting Form

“Annual Reporting,” is required on a schedule specified by TVA, which includes all information TVA requires for its transmission planning and load forecasting, including but not limited to Energy Resource generation forecasts, size, and type of projects being considered in the coming year, and timing of those projects.

End-Use Customer Program Approval Form

An “End-Use Customer Program Approval Form” or “PAF” is required during the early planning stages of the EUC Program, but in all cases no later than 90 days prior to a Valley Partner launching its EUC Program. The PAF provides programmatic details to ensure adherence to TVA’s Net Metering Standard and transition of DPP retail facing program administration to the Valley Partner.

Additional Forms and Information

TVA, by written notice, may require additional forms and information from Valley Partners for the administration, compliance, and continued implementation of the Agreement, these Program Guidelines, and any Energy Resource.

EXPANDED FLEXIBILITY CONVERSION AGREEMENT

TV-48326A, Supp. No. _____

This Expanded Flexibility Conversion Agreement (the “**Agreement**”) is between the CITY OF STARKVILLE, MISSISSIPPI (“**Distributor**”) a Mississippi municipal corporation, and TENNESSEE VALLEY AUTHORITY (“**TVA**”), a corporate agency and instrumentality of the United States of America, created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended. Distributor and TVA are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

Distributor purchases all of its power requirements from TVA for resale under contract number TV-48326A, effective March 1, 1978, as amended (“**Power Contract**”).

The parties entered into the Long-Term Agreement, Supplement 89 to the Power Contract, effective September 10, 2019 (“**LTA**”), covering arrangements to increase the length and strength of the contractual relationship of the parties to help ensure the long-term success of the public power model.

The parties entered into the Green Invest Agreement, Supplement 95 to the Power Contract, effective March 23, 2021, as amended (“**GIA**”), to enter into one or more agreements to purchase renewable energy from new renewable generation sources or to construct such resources at the request of Distributor (each such agreement, a “**Tranche Amendment**”).

The parties entered into the Green Invest Tranche Amendment #2, Supplement 99 to the Power Contract, effective February 6, 2023 (“**Tranche Amendment #2**”), to purchase from TVA, on an as-generated basis, 3.15% (6.3 MWac) of the RECs derived from the MS Solar 5 Solar Project (“**Project**”).

The parties entered into the Power Supply Expanded Flexibility Agreement, Supplement XXX to the Power Contract, effective Month, DD, 2024, as amended (“**Flex Agreement**”), to expand the opportunities under which Distributor may deploy energy resources to produce its own power and further strengthen the public power model.

Pursuant to Section 10.3 of the Flex Agreement, Distributor has requested an exception to the requirements set forth in the Flex Agreement to allow Distributor to convert 1.5 MW of its contracted-for RECs under Tranche Amendment #2 into an Energy Resource under the Flex Agreement.

TVA has agreed to approve Distributor's request for an exception in accordance with the terms and conditions of this Agreement.

Therefore, the parties agree as follows:

SECTION 1 - DEFINITIONS

Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Flex Agreement. In the event of any conflict between this Agreement and the Flex Agreement, the Flex Agreement governs.

“**Delivery Condition Precedent**” means the occurrence of Notice to Proceed under, and as defined in, the PPA.

“**Developer**” means TVA's counterparty under the PPA.

“**Energy Output**” means the amount of energy, generated by the Renewable Energy Facility and delivered to TVA under the PPA.

“**MW**” means megawatt.

"MWh" means megawatt/hour.

"PPA" means the power purchase agreement between TVA and MS Solar 5, LLC, Contract No. 5921777, effective December 19, 2019, pursuant to which TVA purchases the electricity output and all RECs associated therewith.

"Product" means RECs that are provided, or that are to be provided, by TVA to Distributor under this Agreement.

"Renewable Energy Facility" means the electric generation facility comprised of a solar photovoltaic system and a battery energy storage system, known as Golden Triangle I, located in Lowndes County, MS.

SECTION 2 – TRANCHE AMENDMENT MODIFICATION

Section 2.1 Tranche Amendment #2. Upon the Effective Date of this Agreement, the first section of Tranche Amendment #2 is hereby amended by replacing the entirety of the section with the following:

Applicable Renewable Energy Facility	Distributor will purchase from TVA the Product derived from new renewable Generation on an as-generated basis contingent on the availability of the new renewable generation resource at MS Solar 5 Solar Project, accounting for 2.4% of that facility's total renewable generation, being obtained by TVA under a power purchase agreement, Contract Number 5921777 ("PPA"). Contract Output (MWac): <u>200 MW (of which 2.4% is 4.8 MW)</u> Location: <u>33.458 N, -88.628 W</u> Expected Delivery Point: <u>TVA's 161-kV Artesia Substation or alternative</u> Expected Initial Delivery Date: <u>January 31, 2025</u> Delivery Period (years): <u>20</u> TVA is excused from providing Product to Distributor under this Tranche Amendment if and to the extent that RECs are not generated by the Renewable Energy Facility and/or otherwise not delivered to TVA under the PPA.
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SECTION 3 – TERM AND TERMINATION

Section 3.1 Term. This Agreement begins on the Effective Date and, subject to any earlier termination of this Agreement pursuant to the terms herein, will remain effective until the earlier of:

- (a) the expiration or termination of the PPA;
- (b) the termination of the Power Contract; or
- (c) the expiration or termination of the Flex Agreement.

Section 3.2 Termination. Either party may terminate this Agreement upon 90 days' prior written notice. For the avoidance of doubt, termination of this Agreement will not terminate the Power Contract or the Flex Agreement. If this Agreement is terminated pursuant to this section, the Parties' obligations under Tranche Amendment #2 shall be reinstated as they existed immediately prior to the Effective Date of this Agreement.

SECTION 4 – PRODUCT AND BILLING

Section 4.1 Product.

- (a) TVA will deliver to Distributor the Product derived from the Renewable Energy Facility, as set forth below, on an as-generated basis contingent on availability accounting for 0.75% of that Renewable Energy Facility's total renewable generation.

Developer: MS Solar 5, LLC
PPA Contract Number: 5921777
Contract Output (MWac): 200 MW

- (b) TVA will take such actions as are reasonably necessary to transfer the Product to Distributor in accordance with Section 4.1(a). Distributor will manage, sell, transfer, and retire such Product in accordance with the terms of the Flex Agreement and the Program Guidelines.
- (c) TVA's obligations to supply Distributor with Product received under the PPA are conditioned on satisfaction of the Delivery Condition Precedent. TVA is excused from providing Product to Distributor under this Agreement if and to the extent that RECs are not generated by the Renewable Energy Facility and/or otherwise not delivered to TVA under the PPA.

Section 4.2 Net Flexibility Credit.

- (a) For each hour that (a) TVA receives Energy Output under the PPA, or (b) the PPA is economically curtailed by TVA, TVA will provide Distributor with a Net Flexibility Credit on Distributor's monthly bill for firm power, calculated in accordance with the following formula:

$$\text{Net Flexibility Credit} = A - (B * 1.10)$$

Where:

A = current rate applicable to the monthly power bill in the Power Supply Expanded Flexibility Program Guidelines for the Flexibility Option Power Purchase Agreement plus the Standard Service Total Monthly Fuel Cost, as set forth in the fuel cost adjustment Statement of Amounts, for the corresponding billing month multiplied by the Energy Output provided during that hour.

B = the amount paid by TVA to Developer under the PPA for Energy Output provided during that hour.

- (b) TVA will begin applying the Net Flexibility Credit to Distributor's monthly bill in the billing month following Developer's completion of the Initial Delivery Date as defined under the PPA.

SECTION 5 – APPLICABLE FLEXIBILITY REQUIREMENTS

Section 5.1 TVA Waiver. Solely for the purposes of this Agreement and Distributor's Enhanced Flexibility Volume Cap, TVA waives Distributor's obligations under the following provisions:

- (a) Sections 4 and 9 of the Flex Agreement,
- (b) the Participation Requirements and Process Requirements in the Program Guidelines, and
- (c) the Required Forms requirements in the Program Guidelines.

Except as otherwise waived by this section, Distributor will comply with all obligations set forth in the Flex Agreement, Program Guidelines, and the Power Contract. TVA's waiver of requirements as provided for in this Section does not obligate TVA to grant any additional waivers or exceptions to Distributor with respect to the Flex Agreement, Program Guidelines, or Power Contract.

SECTION 6 – INCORPORATION BY REFERENCE

Sections 8, 10, and 11 of the Flex Agreement are hereby incorporated by reference. With respect to

Distributor's receipt of Product and the Net Flexibility Credit under Section 4 of this Agreement, Sections 5.1, 6, and 7 of the Flex Agreement are hereby incorporated by reference.

This Agreement is effective ("**Effective Date**") on the date of TVA's signature.

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title: _____

Date: _____

TENNESSEE VALLEY AUTHORITY

By _____

Director
Power Customer Contracts



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

**AGENDA DATE: February 4, 2025
PAGE: 1**

SUBJECT: Request authorization for the mayor to execute a contract renewal with ChemPro Service for herbicide spraying for utility easements.

AMOUNT & SOURCE OF FUNDING: 2024/2025 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

Chempro has provided utility easement spraying for the past few years. They are offering to provide the same service at the same price for the upcoming season.

The areas sprayed are cross country areas where there are main lines going through undeveloped areas and along creeks.

It is important to manage the vegetation along these main water and sewer transmission lines for future maintenance and access.

This primarily includes utility easements, electric substations, and other areas to prevent undergrowth or overgrowth.

SUGGESTED MOTION:

Move approval to authorize the mayor to execute a contract renewal with ChemPro Service for herbicide spraying for utility easements.