

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
September 16, 2025**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on September 16, 2025 at 5:30 p.m. in the Municipal Court Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Kyle Skinner, Mike Brooks, William Pochop, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill called for any changes to the agenda as presented. 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 Brooks offered a motion, duly seconded by Alderman Pochop, to approve the September 16, 2025 Official Agenda as amended. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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, SEPTEMBER 16, 2025
5:30 P.M., MUNICIPAL COURT ROOM, CITY HALL - 110 WEST MAIN STREET**

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE AUGUST 29, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 2, 2025 REGULAR MEETING 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

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF HOLDING 2 PUBLIC HEARINGS ON ADOPTING A NON-CONSENSUAL OR PREDATORY TOWING ORDINANCE.

B. CONSIDERATION OF APPOINTING WEBB CORBAN AS THE CITY OF STARKVILLE CHIEF FINANCIAL OFFICER EFFECTIVE OCTOBER 10, 2025 AND AUTHORIZING HIM TO BE ADDED AS A SIGNATORY ON CITY ACCOUNTS WHEN THE CITY CLERK IS UNAVAILABLE.

X. BOARD BUSINESS

1. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, OR A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK EVIDENCED BY A PROMISSORY NOTE OF THE MUNICIPALITY, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF REAPPOINTING DR. SCOTT WILLARD AND PETER SUMERLIN TO THE LANDSCAPE ADVISORY BOARD, THE SOLE APPLICANTS.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF SUPPLEMENTAL AGREEMENT #2 WITH BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF A \$112,298.09 INCREASE FOR THE MS HIGHWAY 182 REVITALIZATION PROJECT FBLD 7113-00(004) LPA/108418-801000 IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY GUIDELINES AND PROCEDURES.

2. CONSIDERATION OF APPROVING CHANGE ORDER #1 TO ECON CONSTRUCTION FOR THE MAIN STREET IMPROVEMENTS PROJECT IN THE AMOUNT OF \$41,630.87.

3. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH FULGHAM'S, INC. FOR THE PHASE 1 OF RIGHT OF WAY TREE INVENTORY IN THE AMOUNT OF \$10,000.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 9, 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. ACCEPTANCE OF THE AUGUST 2025 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE MATT KAFORA AS A NON-CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE GABRIEL STEENWYK AS A RESERVE POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE RYAN ATKINSON AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE GABRIEL ATCHLEY AS AN ACCOUNTING INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE ROBERT BARNES AS A SANITATION WORKER IN THE SANITATION ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES PROPOSAL WITH ARCHITECTONICS FOR THE DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION FOR REPAIRS FOR THE SPORTSPLEX CENTER ROOF, SPORTSPLEX CENTER ANNEX ROOF, AND CORNERSTONE PARK CONCESSION STAND FOR THE HOURLY, NOT TO EXCEED AMOUNT OF \$17,000.00.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO PURCHASE FROM COMSOUTH MISSION CRITICAL SOLUTIONS, (4) KENWOOD VIKING VP8000, MODEL 2 PORTABLE RADIO'S AT A TOTAL COST OF \$14,220.32. THE PORTABLE RADIO'S ARE SOLE SOURCE AND COMPATIBLE WITH EXISTING SYSTEMS.

2. CODE ENFORCEMENT

- a. UNDER MISSISSIPPI CODE ANNOTATED §21-19-11 (2) AND AS ADOPTED BY THE CITY OF STARKVILLE BOARD OF ALDERMEN, THE FOLLOWING PROPERTIES ARE FOUND IN VIOLATION OF SAID ORDINANCE AND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND ARE THEREFORE PLACED ON THE PROPERTY MOWING LIST:

- 205 CURTIS STREET
- 301 EVERGLADE

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL OF A PILOT AGREEMENT WITH THIRD EYE ENVIRONMENTAL SOLUTIONS GROUP FOR A CAMERA FOR THE SWEEPER TRUCK WITH COSTS TO BE REIMBURSED BY INGRAM EQUIPMENT COMPANY.
2. CONSIDERATION OF THE PURCHASE OF A TWO 40-YARD REFUSE TRUCKS FROM INGRAM EQUIPMENT COMPANY, THE LOWEST BIDDER IN THE AMOUNT OF \$433,979.52 EACH. FINANCING WILL BE A LOAN FROM CADENCE BANK EQUIPMENT FINANCE. THE RESIDUAL BUYBACK IS NOT CONTINGENT UPON THE PURCHASE OF THE NEXT TRUCK LIKE IT IS FROM SANSOM EQUIPMENT COMPANY.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM MAGNOLIA PUMP EQUIPMENT IN THE AMOUNT OF \$5,860.00 FOR PARTS AND LABOR FOR SEAL FAILURE REPAIR AT INFLUENT PUMP STATION #2 PUMP.
2. CONSIDERATION OF THE RENEWAL OF THE MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT WITH BRISLIN, INC. FOR STARKVILLE UTILITIES MAIN OFFICE HVAC SERVICES FROM OCTOBER 1, 2025 TO SEPTEMBER 30, 2026 AT AN ANNUAL COST OF \$5,800.00.
3. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES-ELECTRIC DIVISION.
4. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM STUART IRBY FOR FR UNIFORM PANTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$6,290.49.
5. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM PALMER'S SERVICE CENTER AND TOWING LLC FOR REPAIRS TO THE ELECTRIC DIVISION TRUCK NUMBER 54 IN THE AMOUNT OF \$12,338.94.

6. CONSIDERATION OF APPROVAL OF THE WATER PURCHASE CONTRACT WITH TRIM CANE WATER ASSOCIATION (TCWA) TO PROVIDE WATER RESOURCES TO THE ASSOCIATION.
7. CONSIDERATION OF THE APPROVAL TO APPLY FOR THE MISSISSIPPI OFFICE OF HOMELAND SECURITY STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AT NO COST TO THE CITY.
8. REQUEST AUTHORIZATION TO DECLARE A 2001 SIEMENS VACUUM CIRCUIT BREAKER (VIN 101213-3) AS SURPLUS AND SELL TO ABERDEEN ELECTRIC DEPARTMENT FOR \$4,995.00.
9. REQUEST AUTHORIZATION TO APPLY FOR MS 40101(D) GRID RESILIENCY GRANT IN AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS WITH A 32.6% LOCAL MATCH FUNDING THROUGH THE MS DEVELOPMENT AUTHORITY AND AUTHORIZATION TO EXECUTE ALL GRANT RELATED PAPERWORK.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 7, 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 – 30:

2. CONSIDERATION OF THE MINUTES OF THE AUGUST 29, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the August 29, 2025 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 2, 2025 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the September 2, 2025 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF HOLDING 2 PUBLIC HEARINGS ON ADOPTING A NON-CONSENSUAL OR PREDATORY TOWING ORDINANCE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of holding two Public Hearings on adopting a non-consensual or predatory towing Ordinance” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF APPOINTING WEBB CORBAN AS THE CITY OF STARKVILLE CHIEF FINANCIAL OFFICER EFFECTIVE OCTOBER 10, 2025 AND AUTHORIZING HIM TO BE ADDED AS A SIGNATORY ON CITY ACCOUNTS WHEN THE CITY CLERK IS UNAVAILABLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of appointing Webb Corban as the City of Starkville Chief Financial Officer effective October 10, 2025 and authorizing him to be added as a signatory on city accounts when the City Clerk is unavailable” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, OR A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK EVIDENCED BY A PROMISSORY NOTE OF THE MUNICIPALITY, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing the issuance of General Obligation Public Improvement Bonds of the Municipality or a general obligation public improvement bond of the municipality for sale to the Mississippi Development Bank, or authorizing entering into a loan agreement with and obtaining a loan from the Mississippi Development Bank evidenced by a promissory note of the municipality, all in the maximum aggregate principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series, to provide funds for the authorized purposes; and for related purposes” is enumerated, this consent item is thereby approved. The Resolution follows this page.

7. CONSIDERATION OF REAPPOINTING DR. SCOTT WILLARD AND PETER SUMERLIN TO THE LANDSCAPE ADVISORY BOARD, THE SOLE APPLICANTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of reappointing Dr. Scott Willard and Peter Sumerlin to the Landscape Advisory Board for 4-year terms ending September 30, 2029” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF APPROVAL OF SUPPLEMENTAL AGREEMENT #2 WITH BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF A \$112,298.09 INCREASE FOR THE MS HIGHWAY 182 REVITALIZATION PROJECT FBLD 7113-00(004) LPA/108418-801000 IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY GUIDELINES AND PROCEDURES.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of Supplemental Agreement #2 with Burns Dirt Construction, Inc. in the amount of a \$112,298.09 increase for the MS Highway 182 Revitalization Project FBLD 7113-00(004) LPA/108418-801000 in accordance with the Mississippi Department of Transportation Local Public Agency guidelines and procedures” is enumerated, this consent item is thereby approved. Agreement #2 will follow the Resolution from Item 6.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, OR A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK EVIDENCED BY A PROMISSORY NOTE OF THE MUNICIPALITY, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES.

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

1. “Act” shall mean, together, Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Improvements Act”), Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), and other applicable laws of the State of Mississippi (the “State”).

2. “Authorized Purposes” shall mean constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; establishing, repairing, improving, and extending the sanitary, storm, drainage, and sewerage systems of the Municipality; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; purchasing machinery and heavy equipment which will have an expected useful life in excess of ten years, but specifically not including any motor vehicles weighing less than 12,000 pounds; purchasing fire-fighting equipment and apparatus, and providing housing for the same, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect, and guide the current thereof; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including other recreational facilities; purchasing or constructing, repairing, improving, and equipping building for public libraries, and for purchasing land, equipment, and books therefor; erecting and purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; and, erecting municipal buildings, armories, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same, and for erecting, equipping, and furnishing of buildings to be used as a municipal or civic arts center.

3. The Municipality is authorized to undertake activities for the Authorized Purposes, and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation public improvement bonds (the “Bonds”), issuing a general obligation public improvement bond of the Municipality (the “Qualified Obligation”) for sale to the Mississippi Development Bank (the “Bank”), or entering into a loan agreement and obtaining a

loan from the Bank evidenced by a promissory note of the Municipality (the “Note”), all in the maximum aggregate principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series, for the Authorized Purposes.

4. Pursuant to the provisions of the Act, and by resolution adopted by the Governing Body on August 19, 2025 (the “Resolution of Intent”), the Governing Body declared its intention to issue the Bonds, the Qualified Obligation, or the Note to provide funds for the Authorized Purposes, and directed that the Resolution of Intent be published at least three times in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the Resolution of Intent having been published in said newspaper on August 22, 2025, August 28, 2025, September 4, 2025, and September 11, 2025, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

5. The Resolution of Intent was duly published once a week for at least three consecutive weeks, the first publication having been made not less than 21 days prior to Tuesday, September 16, 2025, at 5:30 p.m., being the date and time set for the filing of protests on the matter of authorizing the issuance of the Bonds, the Qualified Obligation, or the Note, and the last publication having been made not more than seven days prior to such date.

6. On or prior to Tuesday, September 16, 2025, at 5:30 p.m., no protest against the issuance of the Bonds, the Qualified Obligation, or the Note, or any petition that an election be called on the question of the issuance of the Bonds, the Qualified Obligation, or the Note, was filed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. The Governing Body is now authorized to issue the Bonds, the Qualified Obligation, or the Note, all in the maximum aggregate principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series, for the Authorized Purposes.

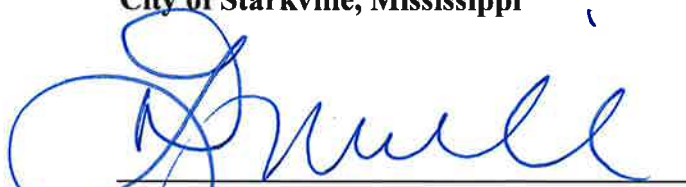
SECTION 2. The Bonds, the Qualified Obligation, or the Note will be issued and sold pursuant to subsequent orders of the Governing Body.

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

Alderman Mike Brooks	voted: Yea
Alderwoman Kim Moreland	voted: Yea
Alderman Roy A'. Perkins	voted: Yea
Alderman William Pochop	voted: Yea
Alderwoman Sandra C. Sistrunk	voted: Yea
Alderman Kyle Skinner	voted: Yea
Alderman Henry N. Vaughn, Sr.	voted: Yea

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted on this day, September 16, 2025.

City of Starkville, Mississippi



Mayor

ATTEST:



City Clerk / CFO



Attachment A

Proof of Publication of Resolution of Intent

Starkville Daily News

August 22, 2025; August 28, 2025; September 4, 2025; and September 11, 2025

AFFP

B001F Resolution of Intent

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

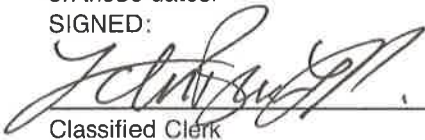
John W. Bane, Jr., being duly sworn, says:

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

August 22, 2025, August 28, 2025, September 04, 2025,
September 11, 2025

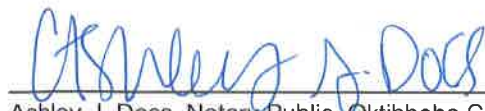
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 11th day of
September 2025.

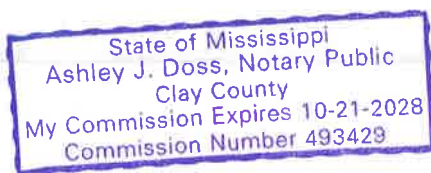


Ashley J. Doss, Notary Public, Oktibbeha County,
Mississippi

My commission expires: October 21, 2028

00001631 00107762

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



RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES DESCRIBED HEREIN; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

• WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates, and declares as follows:
• It is necessary and in the public interest to issue debt obligations of the Municipality to provide funds for the purpose of (i) constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; establishing, repairing, improving, and extending the sanitary, storm, drainage, and sewerage systems of the Municipality; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; purchasing machinery and heavy equipment which will have an expected useful life in excess of ten years, but specifically not including any motor vehicles weighing less than 12,000 pounds; purchasing fire-fighting equipment and apparatus, and providing housing for the same, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect, and guide the current thereof; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including other recreational facilities; purchasing or constructing, repairing, improving, and equipping building for public libraries, and for purchasing land, equipment, and books therefor; erecting and purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; and, erecting municipal buildings, armories, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same, and for erecting, equipping, and furnishing of buildings to be used as a municipal or civic arts center (together, the "Authorized Purposes"); (ii) funding a capitalized interest account, if necessary; and, (iii) paying the costs of the authorization, issuance, sale, validation, and delivery of the debt obligations (together, the "Project").

• The Municipality is authorized by Sections 2133301 et seq., Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), to issue general obligation public improvement bonds of the Municipality for the Project in the maximum aggregate principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series (the "Bonds"), and for which purpose there are no other available funds on hand.

The assessed value of all taxable property within the Municipality, according to the last completed assessment for taxation, is \$349,189,902. The Municipality has outstanding bonded indebtedness subject to the 15% debt limit prescribed by the Municipal Improvements Act, in the amount of \$18,238,000, and outstanding bonded and floating indebtedness subject to the 20% debt limit prescribed by the Municipal Improvements Act (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of \$26,587,000. The issuance of the bonded indebtedness hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid 15% debt limit, of more than 15% of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid 20% debt limit, in excess of 20% of the assessed value of taxable property within the Municipality, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality. Under the provisions of the Municipality Improvements Act, Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State of Mississippi (the "State"), the Municipality is authorized to undertake activities for the Project and to provide for the payment of the costs thereof, or any

portion of such costs, by issuing a general obligation public improvement bond or general obligation public improvement bonds of the Municipality in the maximum aggregate principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series (the "Qualified Obligation"), for sale to the Mississippi Development Bank (the "Bank"), or entering into a loan agreement and obtaining a loan from the Bank evidenced by a promissory note of the Municipality in the maximum aggregate principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series (the "Note").

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

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

This resolution is adopted pursuant to the Municipal Improvements Act, the Bank Act, and other applicable laws of the State (together, the "Act").

• The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds, the Qualified Obligation, or the Note, pursuant to the Act.

SECTION 3. The Bonds or the Qualified Obligation, if issued, will be general obligations payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually, if necessary, upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds according to the terms thereof. The Note, if issued, will be payable from the legally available revenues of the Municipality. Other funds available to the Municipality which may be lawfully used for payment of the principal of and interest on the Bonds, Qualified Obligation, or the Note, if issued, include, but are not limited to, use taxes remitted from the State to the Municipality as a result of the Infrastructure Modernization Act of 2018, House Bill 1, 2018 First Extraordinary Session, and any amendments thereto, codified as Sections 27-67-1 et seq., Mississippi Code of 1972, as amended, but limited to those elements of the Authorized Purposes codified in Sections 27-67-1 et seq., Mississippi Code of 1972, as amended.

• Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Project prior to the issuance of the Bonds, the Qualified Obligation, or the Note, with the proceeds of the Bonds, the Qualified Obligation, or the Note, to the extent permitted by the Reimbursement Regulations.

• The Governing Body proposes to direct the issuance of the Bonds, the Qualified Obligation, or the Note in the amount, for the purpose, and secured as aforesaid, at a meeting of the Governing Body to be held at its regular meeting place and time at City Hall located at 110 West Main Street in the Municipality on Tuesday, September 16, 2025, at 5:30 p.m., or at some meeting held subsequent thereto.

• Pursuant to the Act, if 20%, or 1,500, whichever is less, of the qualified electors of the Municipality shall file with the City Clerk of the Municipality a written protest against the issuance of the Bonds, the Qualified Obligation, or the Note on or before Tuesday, September 16, 2025, at 5:30 p.m., or at some meeting held subsequent thereto, then the Bonds, the Qualified Obligation, or the Note shall not be issued unless authorized at an election to be called and held as provided by law on the question of the issuance of the Bonds, the Qualified Obligation, or the Note. If no sufficient protest is filed, then the Bonds, the Qualified Obligation, or the Note may be issued without an election on the question of the issuance thereof at any time within a period of two years after the date specified above.

This resolution shall be published once a week for at least three consecutive weeks in the Starkville Daily News, a newspaper published in the Municipality and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than 21 days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Note, and the last publication shall be made not more than seven days prior to such date.

The City Clerk shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and have the same before the Governing Body on the date and hour specified in Section 5 hereof.

If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Following the reading of the foregoing resolution and discussion thereof, Alderman Mike Brooks offered and Alderman William Pochop seconded the motion to adopt

the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Mike Brooks voted: Aye
Alderwoman Kim Moreland voted: Aye
Alderman Roy A. Perkins voted: Aye
Alderman William Pochop voted: Aye
Alderwoman Sandra C. Sistrunk voted: Aye
Alderman Kyle Skinner voted: Aye
Alderman Henry N. Vaughn, Sr. voted: Aye

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, August 19, 2025.

City of Starkville, Mississippi

/s/ D. Lynn Spruill, Mayor

/s/s Lesa D. Hardin, City Clerk

Publication Instructions:

Starkville Daily News

August 22, 2025; August 28, 2025; September 4, 2025; and September 11, 2025



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: September 9th, 2025
PAGE: Page 1 of 19

SUBJECT: Consideration of approval of Supplemental Agreement #2 with Burns Dirt Construction, Inc. in the amount of a \$112,298.09 increase for the MS Highway 182 Revitalization Project FBLD 7113-00(004) LPA/108418-801000 in accordance with the Mississippi Department of Transportation Local Public Agency guidelines and procedures.

AMOUNT & SOURCE OF FUNDING: This project is funded through a BUILD grant, local match funds, ARPA funds, MCWI Grant, and a RAISE grant.

SUMMARY:

The project was awarded to Burns Dirt Construction, Inc on July 16th, 2024. This supplemental agreement is for the addition of Right of Way markers at parcel corners, and changing the pedestrian lights to match others in the city to ease future maintenance. With the increase, the new contract amount would be \$36,495,501.77.

REQUESTING DEPARTMENT: Engineering & Street
DIRECTOR'S AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org
Chris Williams @ 662-323-2525 ext 3122 or c.williams@cityofstarkville.org
Stephen Kachelman @ 662-323-2525 ext 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION: Move of approval of Supplemental Agreement #2 with Burns Dirt Construction, Inc. in the amount of a \$112,298.09 increase for the MS Highway 182 Revitalization Project FBLD 7113-00(004) LPA/108418-801000 in accordance with the Mississippi Department of Transportation Local Public Agency guidelines and procedures.

City of Starkville
Project No. FBLD-7113-00(004)LPA/108418-801000
Highway 182 Improvements
SUPPLEMENTAL AGREEMENT NO. 2

CSD-720-LPA

Sheet 1 of 3

WHEREAS, WE Burns Dirt Construction, Inc., Contractor, and Western Surety Company, Surety, entered into a contract with the City of Starkville, LPA, on the 29th day of August 2024, for the construction of Federal Aid Project No. FBLD-7113-00(004)LPA/108418-801000, Oktibbeha county; and

WHEREAS: The project provides for improving approximately 5,478 linear feet of Highway 182, construction of multi-use path and other pedestrian facilities along Highway 182, traffic signal upgrades, relocation of electrical utilities, relocation of water distribution lines, and relocation of sanitary sewer main; and,

WHEREAS: The plans did not include pay items or right-of-way coordinate sheet for installing right-of-way markers on the project; and,

WHEREAS: The LPA requested to add right-of-way markers throughout the project; and,

WHEREAS: The plans included pedestrian lighting fixtures that are no longer available; and,

WHEREAS: The LPA has selected fixtures that match the existing infrastructure throughout the City; and,

WHEREAS: The submitted prices have been reviewed by the City and found to be reasonable when compared to other projects within the City utilizing similar fixtures; and,

WHEREAS: The net change to the contract as a result of adding and removing the items listed below result in \$112,298.09 being added to the contract for a new contract total of \$36,495,501.77; and,

NOW, THEREFORE, It is mutually agreed by all parties that the following pay items be added to the project to complete the work shown to complete the work set forth above per the Mississippi Department of Transportation specifications and/or as directed by the Engineer. It is further agreed that payment for the added work shall be made per the pay items and unit prices shown below which shall be full and final compensation for all materials, labor, equipment, dependent items, overhead, profit, and other incidentals necessary to complete the work and that no adjustment to existing pay items and unit prices will be allowed due to work eliminated. No additional time will be granted due to the work described in this supplemental agreement. It is assumed that the pay items will be considered participating; however, as per the MOA any costs exceeding the federal award amount shall be the responsibility of the LPA.

Pay items added to the contract:

Pay Item	Description	Qty.	Units	Unit Price	Item Total
617-A001	Right-of-Way Markers	160	EA	\$606.85	\$97,096.00
907-683-PP001	Utility Work – Electrical, Lighting Assembly, 14' Ped. Lt. Pole w/Signage	8	EA	\$5,607.18	\$44,857.49
907-683-PP001	Utility Work – Electrical, Lighting Assembly, 14' Ped. Lt. Pole w/out Signage	18	EA	\$4,877.62	\$87,797.16
Total Added Work					\$229,750.65

Pay items to be removed from the contract:

Pay Item	Description	Qty.	Units	Unit Price	Item Total
907-683-PP001	Utility Work – Electrical, Lighting Assembly, 12' Ped. Lt. Pole w/Signage	(8)	EA	\$6,060.65	(\$48,485.20)
907-683-PP001	Utility Work – Electrical, Lighting Assembly, 12' Ped. Lt. Pole w/out Signage	(18)	EA	\$3,831.52	(\$68,967.36)
Total Removed from Contract					(\$117,452.56)
Net Change to Contract					\$112,298.09

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with Jeff Wages, District LPA Coordinator, Jimmy Catt MDOT Construction Area Engineer, and Mitchell Young, MDOT LPA Division.

City of Starkville
Project No. FBLD-7113-00(004)LPA/108418-801000
Highway 182 Improvements
SUPPLEMENTAL AGREEMENT NO. 2

CSD-720-LPA

Sheet 2 of 3

NOW, THEREFORE, WE, Burns Dirt Construction, Inc., Contractor, and Western Surety Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 5th day of August, 2025.

Western Surety Company

Burns Dirt Construction, Inc.

Surety

Contractor

By:

Grantland Rice III, Attorney-in-Fact

08/05/2025

Date

08/05/2025

Date

RECOMMENDED FOR APPROVAL:

LPA Project Engineer/Architect

Date

8-19-2025

8/21/2025

MDOT District Engineer

Date

N/A

*

MDOT State Construction Engineer

Date

N/A

*

Book _____ Page _____

MDOT Executive Director

Date

for the Mississippi Transportation Commission

APPROVED:

LPA OFFICIAL

Date

* {concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$100,000}

\$250,000

SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF THE NECESSITY OF WORK INVOLVED:

ROW Markers

The Contractor shall provide all necessary research for property corners, preparing documents, and setting the right-of-way markers. The Contractor shall use Type "A" markers in non-concrete areas and Type "B" markers in concrete areas per MDOT standard drawing RW-1L. Both marker types are included in the unit price submitted for right-of-way markers. Due to the urban environment, the witness post shown in drawing RW-1L are not to be installed as part of the project.

This work adds \$97,096.00 to the contract total.

Pedestrian Lighting

The contract included 12' tall pedestrian lighting poles with and without signage. To maintain continuity throughout the City, the City requested 14' tall pedestrian lighting poles with and without signage to use in lieu of the outdated, 12' poles. The 12' tall pedestrian lighting poles currently in the contract will be removed from the contract.

This work results in an addition of \$15,202.09 to the contract total.

The overall increase to the contract total equals \$112,298.09.

JUSTIFICATION OF UNIT PRICES SUBMITTED:

{Note: Proposed prices for added work must be verified by Construction Division to be within the allowable range for comparable work}



Project Professional

LPA Official

**Mississippi Department of Transportation
Supplemental Agreement Detailed Breakdown**

Subcontractor	Cook Surveying and Mapping
Project No.	FBLD-7113-00(004) LPA 108418-801000
County	Oktibbeha
Pay Item	617-A001 Right-of-Way Markers, EA
Unit	EA

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Survey Supervisor	500.0	50.00	\$ 25,000.00
Survey Technician	500.0	28.50	\$ 14,250.00
Cad Techncian	150.0	50.00	\$ 7,500.00
			\$ -
Total Labor			\$ 46,750.00
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
GPS Base/Rover	220.0	36.50	\$ 8,030.00
Robotic Total Station	220.0	36.50	\$ 8,030.00
Cad station	80.0	30.00	\$ 2,400.00
			\$ -
Total Equipment			\$ 18,460.00
MATERIALS			
Material	Quantity	Unit Price	Amount
3/4" rebar	468.0	1.180	\$ 552.24
Aluminum Monuments for 3/4" rebar RBX6325		7.400	\$ -
Bronze monuments	160.0	57.050	\$ 9,128.00
			\$ -
			\$ -
Total Materials			\$ 9,680.24

Total Labor, Equipment, & Materials		\$	74,890.24
% for Profit/Overhead		\$	-
25.00%	% for Labor Burden	\$	11,687.50
Subtotal		\$	86,577.74
0.00%	% for Taxes	\$	-
0.00%	% for Bond	\$	-
Total Subcontractor Cost		\$	86,577.74

Prime Contractor Burns Dirt Contracting, Inc.

Total Subcontractor Cost		\$	86,577.74
1.00%	% for Bond	\$	865.78
3.50%	% for Taxes	\$	3,030.22
7.65%	% for Profit/Overhead	\$	6,623.20
0.00%	% for Labor Burden	\$	-
Total Cost		\$	97,096.94

Remarks

By	Burns Dirt Contracting, Inc.	2/26/2025
	Contractor	Date

**Mississippi Department of Transportation
Supplemental Agreement #2 Detailed Breakdown**

Subcontractor R & W Electric Co.

Project No. FBLD-7113-00(004) LPA/108418801000

County Oktibbeha

Pay Item 907-683-PP001 - Utility Work - ElectricalLighting Assembly, 14' Ped. Lt. Pole w/out Signage

Unit LS Total. Divide by 18 EA

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman	74.0	35.77	\$ 2,646.98
Journeyman	74.0	31.35	\$ 2,319.90
Apprentice	74.0	25.93	\$ 1,918.82
			\$ -
Total Labor			\$ 6,885.70
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Digger Derrick Truck - Weekly	2.0	1250.00	\$ 2,500.00
Job Truck - Weekly	4.0	260.00	\$ 1,040.00
			\$ -
			\$ -
Total Equipment			\$ 3,540.00
MATERIALS			
Material	Quantity	Unit Price	Amount
14' Lighting Assembly	18.0	2,975.000	\$ 53,550.00
Gel Splice & Terminations	72.0	46.040	\$ 3,314.88
#10 THHN Copper Wire	1,350.0	0.330	\$ 445.50
Grout	18.0	30.000	\$ 540.00
Per Diem	130.0	16.000	\$ 2,080.00
Total Materials			\$ 59,930.38

Total Labor, Equipment, & Materials		\$	70,356.08
10.00%	% for Profit/Overhead	\$	7,035.61
48.94%	% for Labor Burden	\$	3,369.86
Subtotal		\$	80,761.55
0.00%	% for Taxes	\$	-
	% for Bond	\$	-
Total Subcontractor Cost		\$	80,761.55

Prime Contractor Burns Dirt Construction, Inc.

Total Subcontractor Cost		\$	80,761.55
1.65%	% for Bond	\$	1,448.65
3.50%	% for Taxes	\$	3,072.90
2.86%	% for Profit/Overhead	\$	2,514.05
	% for Labor Burden	\$	-
Total Cost		\$	87,797.16

Remarks

By


Contractor

6/19/25

Date

**Mississippi Department of Transportation
Supplemental Agreement #2 Detailed Breakdown**

Subcontractor R & W Electric Co.

Project No. FBLD-7113-00(004) LPA/108418801000

County Oktibbeha

Pay Item 907-683-PP001 - Utility Work - Electrical, Lighting Assembly, 14' Ped. Lt. Pole w/ Signage

Unit LS Total. Divide by 8 EA

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman	36.0	35.77	\$ 1,287.72
Journeyman	36.0	31.35	\$ 1,128.60
Apprentice	36.0	25.93	\$ 933.48
			\$ -
Total Labor			\$ 3,349.80
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Digger Derrick Truck - Weekly	1.0	1250.00	\$ 1,250.00
Job Truck - Weekly	2.0	260.00	\$ 520.00
			\$ -
			\$ -
Total Equipment			\$ 1,770.00
MATERIALS			
Material	Quantity	Unit Price	Amount
14' Lighting Assembly w/ Sign	8.0	3,495.000	\$ 27,960.00
Gel Splice & Terminations	32.0	46.040	\$ 1,473.28
#10 THHN Copper Wire	600.0	0.330	\$ 198.00
Grout	8.0	30.000	\$ 240.00
Per Diem	64.0	16.000	\$ 1,024.00
Total Materials			\$ 30,895.28

Total Labor, Equipment, & Materials		\$	36,015.08
10.00%	% for Profit/Overhead	\$	3,601.51
48.94%	% for Labor Burden	\$	1,639.39
	Subtotal	\$	41,255.98
	% for Taxes	\$	-
	% for Bond	\$	-
	Total Subcontractor Cost	\$	41,255.98

Prime Contractor Burns Dirt Construction, Inc.

Total Subcontractor Cost		\$	41,255.98
1.65%	% for Bond	\$	740.15
3.50%	% for Taxes	\$	1,570.01
2.88%	% for Profit/Overhead	\$	1,291.35
	% for Labor Burden	\$	-
	Total Cost	\$	44,857.49

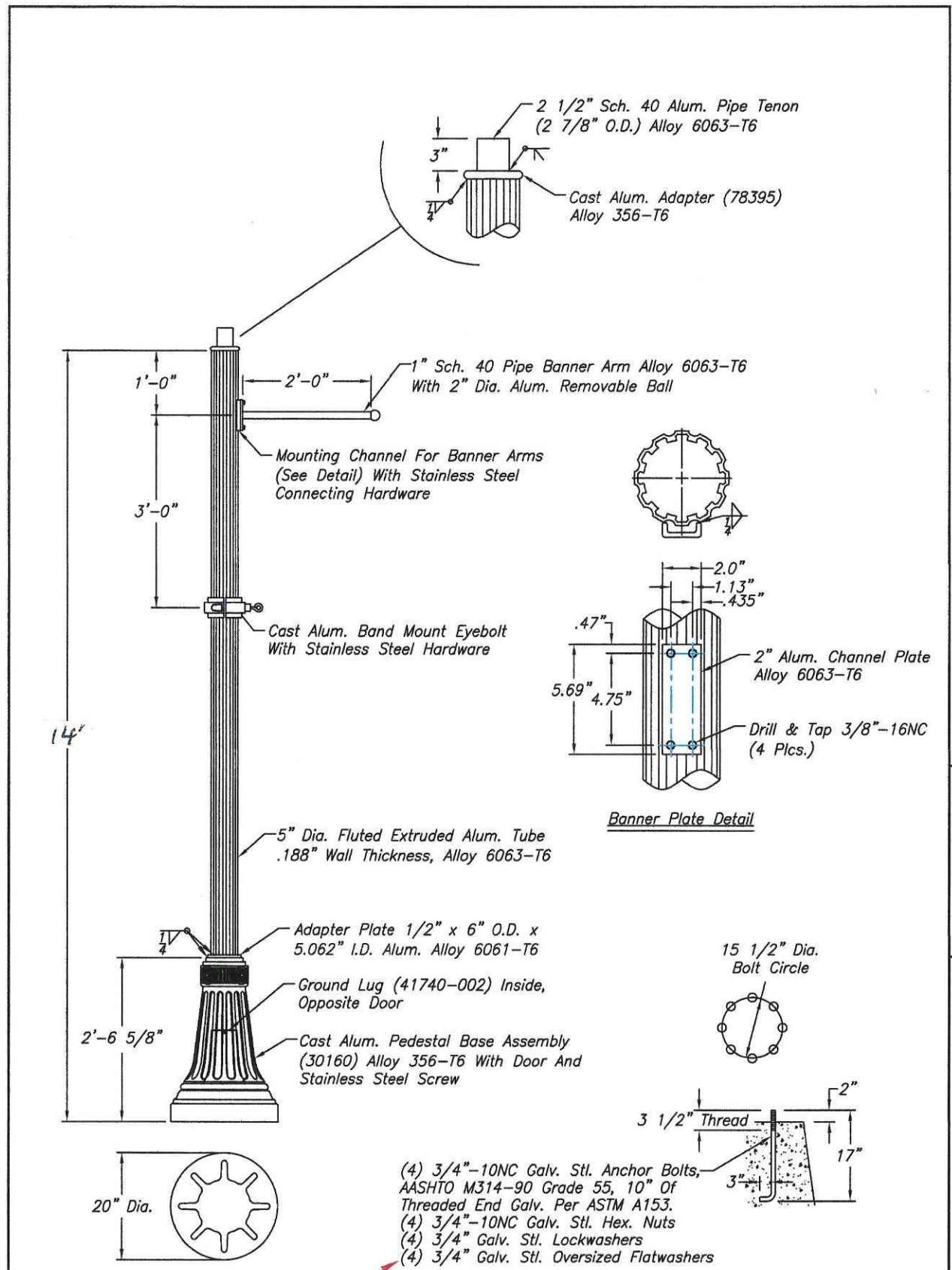
Remarks

By


Contractor

6/19/25

Date



Ref: 36389, 81560, & 28840

NO.	REVISIONS	DATE

WARNING: DO NOT INSTALL LIGHTING POLES WITHOUT LUMINAIRES	
TITLE YORK SERIES LIGHT POLE	
CUSTOMER	
SCALE 16	DATE 02/27/2019
BY TNB	DWG. NO.
CHK'D	B101871

hapco
Abingdon, Va.

B101871

Date: Mar 18, 2025

Lighting Solutions DOT
3180 Cababa Heights Road
Birmingham AL 35423
Phone: (334) 798-2532
Fax:

Job Name
US-182
LSID25-82370
STARKVILLE MS

Bid Date
Mar 18, 2025

Submittal Date
Mar 18, 2025

Transmittal

Lighting Solutions DOT
3180 Cababa Heights Road
Birmingham AL 35423
Phone: (334) 798-2532
From: Tracy Mattson

Project US-182
Quote# LSID25-82370
Location STARKVILLE MS
Contact:

ATTACHED WE ARE SENDING YOU 1 COPY OF THE FOLLOWING ITEM:

- | | | |
|-----------------------------------|---|--------|
| ☐ Drawings | ☐ Specifications | Other: |
| ☐ Prints | ☐ Information | |
| ☐ Plans | ☐ Submittals | |

THESE ARE TRANSMITTED FOR:

- | | | |
|--|---|---------------------------------|
| ☐ Prior Approval | ☐ Resubmittal for Approval | ☐ Record |
| ☐ Approval | ☐ Corrections | Bids due on: |
| ☐ Approval as Submitted | ☐ Your Use | Other: |
| ☐ Approval as Noted | ☐ Review and Comment | |

Type

MFG

Streetwork

Part

[CLB-CA6-100-740-U-33-X-3-4-BK-PR-10X-U144798](#)

Mar 18, 2025

RE: US-182
STARKVILLE MS

Type

MFG

Streetwork

Part

CLB-CA6-100-740-U-33-X-3-4-BK-PR-
10X-U144798

Submitted by Lighting Solutions DOT		Catalog Number: CLB-CA6-100-740-U-33-X-3-4-BK-PR 10X-U144798 Notes:	Type: LSID25-82370
	Job Name: US-182		

Streetworks

ACN/ARC/CLB Generations Series

Ordering Information

SAMPLE NUMBER: **ACN-CA6-130-740-U-55-X-1-X-BK-PR7**

Product Family ¹	LED Series	Nominal Power	Color Temperature	Voltage	Refractor Type	Cage Type	Top Type	Finial Type	Color
ACN =Acorn Base BAA-ACN =Acorn Base Buy American Act Compliant ² TAA-ACN =Acorn Base Trade Agreements Act Compliant ² ARC =Architectural Base BAA-ARC =Architectural Base Buy American Act Compliant ² TAA-ARC =Architectural Base Trade Agreements Act Compliant ² CLB =Classical Base BAA-CLB =Classical Base Buy American Act Compliant ² TAA-CLB =Classical Base Trade Agreements Act Compliant ²	CA6-COB Light Engine	50=50W 60=60W 70=70W 80=80W 90=90W 100=100W 110=110W 120=120W 130=130W	722=70CRI, 2200K 727=70CRI, 2700K 730=70CRI, 3000K 740=70CRI, 4000K 750=70CRI, 5000K 760=70CRI, 5700K	U =Universal (120-277V) H =High Voltage (347-480V)	33=Type III 55=Type V	Classical 1=Classical ³ A =Classical Sun Gold B =Classical Antique Gold C =Classical Colonial Bronze Modern 2=Modern ³ D =Modern Sun Gold E =Modern Antique Gold F =Modern Colonial Bronze Architectural 3=Architectural ³ G =Architectural Sun Gold H =Architectural Antique Gold J =Architectural Colonial Bronze X =None	1=Acorn 2=Modern 3=Victorian 4=Classical 6=Nostalgic (Top Access) 7=Architectural (Top Access)	1=Victorian 2=Modern 3=Architectural 4=Nostalgic X =None	AP =Grey BK =Black BZ =Bronze DP =Dark Platinum GM =Graphite Metallic GN =Hartford Green WH =White RALXXXX =RAL Number
Options (Add as Suffix)				Controls		Accessories (Order Separately) ¹⁰			
10MSP=Parallel 10kV MOV Surge Protective Device 20MSP=Parallel 20kV MOV Surge Protective Device 20K=Series 20kV UL 1449 Surge Protective Device 20KI=Series 20kV UL 1449 Surge Protective Device with light indicator B=Decorative Brass Banding ⁴ C=Copper Accents P=Polycarbonate Refractor W=External wire leads 20ft GHSS=Generation Housing Streetside only ⁵ CC=Coastal Construction				DALI=DALI Driver(s) ⁶ FADC=Field Adjustable Dimming Controller PR=NEMA 3-PIN Twistlock Photocontrol Receptacle PR7=NEMA 7-PIN Twistlock Photocontrol Receptacle ^{7,8} AN8=M2M Antennae (915MHz) ⁹		0A1222=10kV Surge Module			
U144798-10K SURGE INCLUDED IN FIXTURE (10X)									
NOTES: 1. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. 2. Only product configurations with these designated prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or Trade Agreements Act of 1979 (TAA), respectively. Please refer to Domestic Preferences website for more information. Components shipped separately may be separately analyzed under domestic preference requirements. 3. Cage type painted to match base. 4. Available with Acorn and Victorian tops only. 5. Type III only. Only available in 80W to 130W nominal output. Approximately 50% of nominal power and energy usage. Consult spec sheet performance tables and IES files on ACN/ARC/CLB product page for actual lumen and wattage value. 6. Available for Nominal Power 50W - 100W only. 7. Height of dimming node/photocell cannot exceed 2.8" at outer edge. 8. Depending on characteristics of dimming node, may need to extend antenna out of housing. Consult your lighting representative at Cooper Lighting Solutions for more information. 9. For use with control systems where M2M is required. 10. Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information.									

U144798-10K SURGE INCLUDED IN FIXTURE (10X)

Product Specifications

Construction

- Heavy-duty cast aluminum housing and removable door
- A single quarter turn fastener on the removable door provides tool-less access to wiring compartment
- Cage assembly uprights and medallions are manufactured of heavy-duty cast aluminum and mounted to the exterior of the base housing via four stainless steel fasteners
- Cage rings constructed of extruded aluminum and finished to match housing
- Choose from multiple spun aluminum or acrylic tops and cast aluminum finials for customized fixture style
- All solid tops are made of heavy-duty spun aluminum

Optics

- High efficiency refractive optical systems are precisely designed utilizing a combination of refractive and reflective prisms
- Available in Type III or Type V distributions
- Lighting grade acrylic ensures long lasting optical clarity and resistance to discoloration

Electrical

- 120-277V 50/60Hz operation
- 10kV/10kA common and differential mode surge protection standard
- 0-10V dimming standard
- Thermal management transfers heat rapidly away from the LED source for optimal efficiency and light output; Ambient operating temperature from -40°C to 40°C
- Standard three-position tunnel type compression terminal block

Mounting

- Base casting slipfits over a standard 3" O.D. tenon and secured via four stainless steel allen head fasteners

Finish

- Cast and spun components finished in a five-stage premium TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear
- A complete selection of standard colors includes grey, black, bronze, dark platinum, graphic metallic, hartford green, white, and specified RAL numbers
- Consult your Streetworks representative for available custom color matches

Typical Applications

- Outdoor, Parking Lots, Walkways, Roadways, Building Areas

Warranty

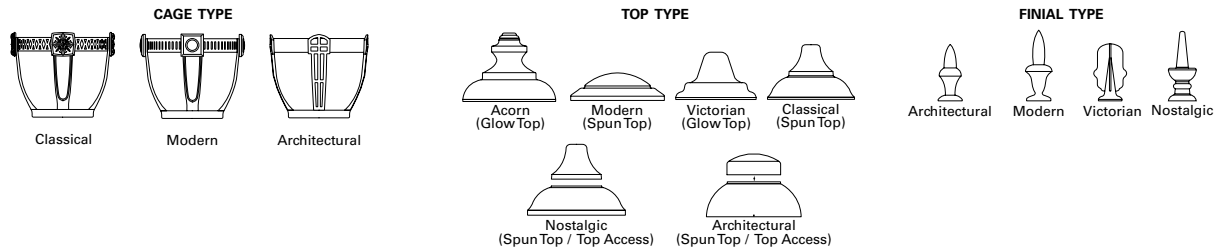
- Five-year warranty

Submitted by Lighting Solutions DOT		Catalog Number: CLB-CA6-100-740-U-33-X-3-4-BK-PR 10X-U144798 Notes:	Type: LSID25-82370
	Job Name: US-182		

Streetworks

ACN/ARC/CLB Generations Series

Configurations



Energy Performance Data

LED Color Multipliers

	CCT					
	2200	2700	3000	3500	4000	5000
CRI	Lumen Multiplier*					
70	0.74	0.84	0.91	0.93	1.00	1.00
80	--	0.75	--	--	--	--

NOTES: * Estimates, refer to IES files for accuracy.

Lumen Maintenance

Ambient Temperature	25,000 hours*	50,000 hours*	L70* (Hours)
25°C	95.4%	91.4%	>54000
40°C	95.6%	89.9%	>54000

NOTES: *Calculation provided in accordance with IES TM-21-11 using the configuration resulting in highest LED temperature.

Classical Cage

 Classical			70 CRI, 4000K									
			Nominal Power (Watts)	50	60	70	80	90	100	110	120	130
			Actual Wattage	54	64	74	84	94	104	112	119	124
			Current @ 120V	0.42	0.50	0.58	0.67	0.75	0.83	0.92	1.00	1.08
			Current @ 277V	0.18	0.22	0.25	0.29	0.32	0.36	0.40	0.43	0.47
			Current @ 347V	0.14	0.17	0.20	0.23	0.26	0.29	0.32	0.35	0.37
			Current @ 480V	0.10	0.13	0.15	0.17	0.19	0.21	0.23	0.25	0.27
Acorn (Glow Top)	T3	Lumens	7,479	8,774	10,033	11,311	12,499	13,650	14,526	15,741	16,365	
		Efficacy (lm/w)	139	137	136	135	133	131	130	132	132	
	T5	Lumens	7,436	8,724	9,975	11,246	12,427	13,572	14,442	15,650	16,271	
		Efficacy (lm/w)	138	136	135	134	132	130	129	132	131	
Victorian (Glow Top)	T3	Lumens	7,067	8,291	9,480	10,688	11,810	12,898	13,726	14,874	15,463	
		Efficacy (lm/w)	131	130	128	127	126	124	123	125	125	
	T5	Lumens	6,973	8,180	9,354	10,546	11,653	12,726	13,543	14,676	15,258	
		Efficacy (lm/w)	129	128	126	126	124	122	121	123	123	
Modern / Classical / Nostalgic / Architectural (Spun Top)	T3	Lumens	5,417	6,355	7,267	8,192	9,053	9,887	10,521	11,401	11,853	
		Efficacy (lm/w)	100	99	98	98	96	95	94	96	96	
	T5	Lumens	5,364	6,293	7,196	8,112	8,964	9,790	10,418	11,290	11,737	
		Efficacy (lm/w)	99	98	97	97	95	94	93	95	95	
Street Side Only	Actual Wattage		--	--	--	42	47	52	56	60	63	
	Acorn (Glow Top)	T3-GHSS*	Lumens	--	--	--	5,644	6,237	6,811	7,248	7,854	8,166
		T3-GHSS*	Efficacy (lm/w)	--	--	--	133	132	131	128	131	131
	Victorian (Glow Top)	T3-GHSS*	Lumens	--	--	--	5,361	5,924	6,469	6,885	7,460	7,757
		T3-GHSS*	Efficacy (lm/w)	--	--	--	127	126	124	122	125	124
	Modern / Classical / Nostalgic / Architectural (Spun Top)	T3-GHSS*	Lumens	--	--	--	4,165	4,603	5,026	5,349	5,796	6,026
		T3-GHSS*	Efficacy (lm/w)	--	--	--	98	98	96	95	97	96

NOTES: *Available only on type 3 distribution. Only available from 80W to 130W.

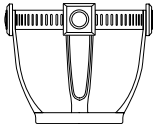
Submitted by Lighting Solutions DOT		Catalog Number: CLB-CA6-100-740-U-33-X-3-4-BK-PR 10X-U144798 Notes:	Type: LSID25-82370
	Job Name: US-182		

Streetworks

ACN/ARC/CLB Generations Series

Energy Performance Data

Modern Cage

 Modern			70 CRI, 4000K										
			Nominal Power (Watts)	50	60	70	80	90	100	110	120	130	
			Actual Wattage	54	64	74	84	94	104	112	119	124	
			Current @ 120V	0.42	0.50	0.58	0.67	0.75	0.83	0.92	1.00	1.08	
			Current @ 277V	0.18	0.22	0.25	0.29	0.32	0.36	0.40	0.43	0.47	
			Current @ 347V	0.14	0.17	0.20	0.23	0.26	0.29	0.32	0.35	0.37	
			Current @ 480V	0.10	0.13	0.15	0.17	0.19	0.21	0.23	0.25	0.27	
Acorn (Glow Top)			T3	Lumens	7,523	8,826	10,092	11,378	12,573	13,731	14,612	15,834	16,462
				Efficacy (lm/w)	139	138	136	135	134	132	130	133	133
			T5	Lumens	7,480	8,775	10,034	11,312	12,501	13,652	14,528	15,743	16,367
				Efficacy (lm/w)	139	137	136	135	133	131	130	132	132
Victorian (Glow Top)			T3	Lumens	7,087	8,314	9,507	10,718	11,843	12,934	13,764	14,915	15,506
				Efficacy (lm/w)	131	130	128	128	126	124	123	125	125
			T5	Lumens	6,992	8,203	9,380	10,575	11,686	12,762	13,581	14,717	15,300
				Efficacy (lm/w)	129	128	127	126	124	123	121	124	123
Modern / Classical / Nostalgic / Architectural (Spun Top)			T3	Lumens	5,417	6,355	7,267	8,192	9,053	9,887	10,521	11,401	11,853
				Efficacy (lm/w)	100	99	98	98	96	95	94	96	96
			T5	Lumens	5,364	6,293	7,196	8,112	8,964	9,790	10,418	11,290	11,737
				Efficacy (lm/w)	99	98	97	97	95	94	93	95	95
Street Side Only	Actual Wattage				--	--	--	42	47	52	56	60	63
	Acorn (Glow Top)	T3-GHSS*	Lumens	--	--	--	5,677	6,274	6,851	7,291	7,900	8,214	
			Efficacy (lm/w)	--	--	--	134	133	131	129	132	131	
	Victorian (Glow Top)	T3-GHSS*	Lumens	--	--	--	5,376	5,941	6,487	6,904	7,481	7,778	
			Efficacy (lm/w)	--	--	--	127	126	124	122	125	124	
	Modern / Classical / Nostalgic / Architectural (Spun Top)	T3-GHSS*	Lumens	--	--	--	4,165	4,603	5,026	5,349	5,796	6,026	
			Efficacy (lm/w)	--	--	--	98	98	96	95	97	96	

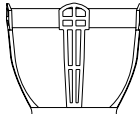
NOTES: *Available only on type 3 distribution. Only available from 80W to 130W.

Submitted by Lighting Solutions DOT		Catalog Number: CLB-CA6-100-740-U-33-X-3-4-BK-PR 10X-U144798 Notes:	Type: LSID25-82370
	Job Name: US-182		

Streetworks ACN/ARC/CLB Generations Series

Energy Performance Data

Architectural Cage

 Architectural			70 CRI, 4000K									
			Nominal Power (Watts)	50	60	70	80	90	100	110	120	130
			Actual Wattage	54	64	74	84	94	104	112	119	124
			Current @ 120V	0.42	0.50	0.58	0.67	0.75	0.83	0.92	1.00	1.08
			Current @ 277V	0.18	0.22	0.25	0.29	0.32	0.36	0.40	0.43	0.47
			Current @ 347V	0.14	0.17	0.20	0.23	0.26	0.29	0.32	0.35	0.37
			Current @ 480V	0.10	0.13	0.15	0.17	0.19	0.21	0.23	0.25	0.27
Acorn (Glow Top)	T3	Lumens	7,227	8,478	9,695	10,930	12,078	13,190	14,037	15,211	15,813	
		Efficacy (lm/w)	134	132	131	130	128	127	125	128	128	
	T5	Lumens	7,199	8,446	9,657	10,888	12,031	13,139	13,982	15,152	15,752	
		Efficacy (lm/w)	133	132	131	130	128	126	125	127	127	
Victorian (Glow Top)	T3	Lumens	6,827	8,009	9,158	10,325	11,409	12,460	13,260	14,369	14,938	
		Efficacy (lm/w)	126	125	124	123	121	120	118	121	120	
	T5	Lumens	6,745	7,913	9,048	10,201	11,272	12,310	13,100	14,196	14,759	
		Efficacy (lm/w)	125	124	122	121	120	118	117	119	119	
Modern / Classical / Nostalgic / Architectural (Spun Top)	T3	Lumens	5,272	6,185	7,072	7,973	8,811	9,622	10,239	11,096	11,536	
		Efficacy (lm/w)	98	97	96	95	94	93	91	93	93	
	T5	Lumens	5,080	5,960	6,815	7,683	8,490	9,272	9,867	10,692	11,116	
		Efficacy (lm/w)	94	93	92	91	90	89	88	90	90	
Street Side Only	Actual Wattage		--	--	--	42	47	52	56	60	63	
	Acorn (Glow Top)	T3-GHSS*	Lumens	--	--	--	5,504	6,082	6,642	7,068	7,659	7,963
			Efficacy (lm/w)	--	--	--	130	129	127	125	128	127
	Victorian (Glow Top)	T3-GHSS*	Lumens	--	--	--	5,156	5,698	6,222	6,621	7,175	7,460
			Efficacy (lm/w)	--	--	--	122	121	119	117	120	119
	Modern / Classical / Nostalgic / Architectural (Spun Top)	T3-GHSS*	Lumens	--	--	--	3,932	4,345	4,745	5,049	5,472	5,689
			Efficacy (lm/w)	--	--	--	93	92	91	89	92	91

NOTES: *Available only on type 3 distribution. Only available from 80W to 130W.

Submitted by Lighting Solutions DOT		Catalog Number: CLB-CA6-100-740-U-33-X-3-4-BK-PR 10X-U144798 Notes:	Type: LSID25-82370
	Job Name: US-182		

Streetworks

ACN/ARC/CLB Generations Series

Energy Performance Data

No Cage

			70 CRI, 4000K										
			Nominal Power (Watts)	50	60	70	80	90	100	110	120	130	
			Actual Wattage	54	64	74	84	94	104	112	119	124	
			Current @ 120V	0.42	0.50	0.58	0.67	0.75	0.83	0.92	1.00	1.08	
			Current @ 277V	0.18	0.22	0.25	0.29	0.32	0.36	0.40	0.43	0.47	
			Current @ 347V	0.14	0.17	0.20	0.23	0.26	0.29	0.32	0.35	0.37	
			Current @ 480V	0.10	0.13	0.15	0.17	0.19	0.21	0.23	0.25	0.27	
Acorn (Glow Top)			T3	Lumens	9,777	11,470	13,116	14,786	16,339	17,844	18,989	20,578	21,393
				Efficacy (lm/w)	181	179	177	176	174	172	170	173	173
			T5	Lumens	9,831	11,533	13,188	14,868	16,430	17,943	19,094	20,691	21,511
				Efficacy (lm/w)	182	180	178	177	175	173	170	174	173
Victorian (Glow Top)			T3	Lumens	9,514	11,161	12,763	14,389	15,900	17,364	18,478	20,024	20,818
				Efficacy (lm/w)	176	174	172	171	169	167	165	168	168
			T5	Lumens	9,489	11,132	12,729	14,351	15,858	17,318	18,430	19,971	20,763
				Efficacy (lm/w)	176	174	172	171	169	167	165	168	167
Modern / Classical / Nostalgic / Architectural (Spun Top)			T3	Lumens	7,713	9,049	10,347	11,665	12,890	14,077	14,980	16,233	16,877
				Efficacy (lm/w)	143	141	140	139	137	135	134	136	136
			T5	Lumens	7,503	8,802	10,065	11,347	12,539	13,694	14,573	15,792	16,417
				Efficacy (lm/w)	139	138	136	135	133	132	130	133	132
Street Side Only	Actual Wattage				--	--	--	42	47	52	56	60	63
	Acorn (Glow Top)	T3-GHSS*	Lumens	--	--	--	7,414	8,193	8,947	9,521	10,317	10,727	
			Efficacy (lm/w)	--	--	--	175	174	172	169	173	171	
	Victorian (Glow Top)	T3-GHSS*	Lumens	--	--	--	7,204	7,961	8,694	9,251	10,025	10,423	
			Efficacy (lm/w)	--	--	--	170	169	167	164	168	167	
	Modern / Classical / Nostalgic / Architectural (Spun Top)	T3-GHSS*	Lumens	--	--	--	5,701	6,300	6,880	7,321	7,933	8,248	
			Efficacy (lm/w)	--	--	--	135	134	132	130	133	132	

NOTES: *Available only on type 3 distribution. Only available from 80W to 130W.

Submitted by Lighting Solutions DOT		Catalog Number: CLB-CA6-100-740-U-33-X-3-4-BK-PR 10X-U144798 Notes:	Type: LSID25-82370
Job Name: US-182			

Streetworks

ACN/ARC/CLB Generations Series

FADC Settings
Nominal Power 50W

FADC Position	Percent of Typical Lumen Output
1	25%
2	48%
3	56%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

FADC Settings
Nominal Power 60W-130W

FADC Position	Percent of Typical Lumen Output
1	14%
2	25%
3	32%
4	43%
5	49%
6	57%
7	65%
8	72%
9	80%
10	100%

FADC Settings
Nominal Power 80W-130W GHSS option

FADC Position	Percent of Typical Lumen Output
1	25%
2	48%
3	56%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

COOPER
Lighting Solutions

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Peachtree City, GA 30269
P: 770-486-4800
www.cooperlighting.com

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Specifications and dimensions
subject to change without notice.

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May 9, 2022 8:07 AM

Submitted On: Mar 18, 2025

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9. CONSIDERATION OF APPROVING CHANGE ORDER #1 TO ECON CONSTRUCTION FOR THE MAIN STREET IMPROVEMENTS PROJECT IN THE AMOUNT OF \$41,630.87.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #1 for the Main Street Improvements Project in the amount of \$41,630.87” is enumerated, this consent item is thereby approved. The Change Order follows this page.

This change order adds a pay item for 15” HP pipe, pedestrian push buttons, relocating the proposed irrigation controller to the closet inside City Hall, water services for four businesses that were not completed in the utility project due to excessive demolition and addition of brick to the seat walls. It also removes the quantities for the electronic message board and 12” concrete pipe quantities.

Original Contract Amount: \$7,576,203.20 and New Contract Amount: \$7,615,185.94

10. CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH FULGHAM’S, INC. FOR THE PHASE 1 OF RIGHT OF WAY TREE INVENTORY IN AN AMOUNT NOT TO EXCEED \$10,000.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of a professional services agreement with Fulgham’s, Inc. for the Phase 1 of Right of Way Tree Inventory in an amount not to exceed \$10,000.00” is enumerated, this consent item is thereby approved. This professional services agreement is for performing a LiDAR scan of the City’s cemeteries (Hwy 12, University Ave and Montgomery) and a portion of the rights-of-ways as a preliminary canopy survey and then the individual health assessment of approximately 1,200 trees identified by the preliminary scans and prioritization by City staff.

11. ACCEPTANCE OF THE AUGUST 2025 FINANCIAL STATEMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “acceptance of the August 2025 financial statements” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE MATT KAFORA AS A NON-CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Matt Kafora as a non-certified police officer in the Starkville Police Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE GABRIEL STEENWYK AS A RESERVE POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval hire Gabriel Steenwyk as a Reserve Police Officer” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE RYAN ATKINSON AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Ryan Atkinson as an Apprentice Lineman in Starkville Utilities” is enumerated, this consent item is thereby approved.

Change Order

No. 1

Date of Issuance: 9/9/25

Effective Date: 9/17/25

Project: Main St Improvements	Owner: City of Starkville	Owner's Contract No.: 25019
Contract: Main St Improvements	Date of Contract: 05/16/25	
Contractor: ECON Construction, Inc.	Engineer's Project No.: 25019	

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

Description:

Reason for Change Order: Upgrading seat walls from concrete to brick, changing caliper of trees from 5" to 3", relocating irrigation controller from the landscape bed to the closet at City Hall, addition of pay items for pedestrian push buttons, addition of water services for four businesses that were not done during the utility project due to extensive demolition, removing electronic message board, replacing 12" concrete pipe with 15" HP pipe, replacing concrete seat walls with brick seat walls, relocating existing fire hydrant.

Attachments (list documents supporting change):

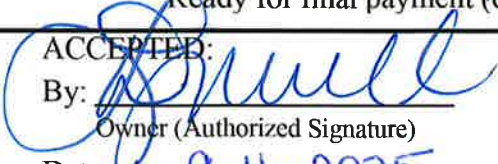
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Estimated Contract Price: <u>\$7,576,200.07</u>	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): 540 Ready for final payment (days or date): 540
Increase from previously approved Contract to No. <u>1</u> : <u>\$0.00</u>	Increase from previously approved Change Orders to No. <u>1</u> : Substantial completion (days): 0 Ready for final payment (days): 0
Contract Price prior to this Change Order: <u>\$7,576,200.07</u>	Contract Times prior to this Change Order: Substantial completion (days or date): 540 Ready for final payment (days or date): 540
Increase of this Change Order: <u>\$41,630.87</u>	Increase of this Change Order: Substantial completion (days or date): 17 Ready for final payment (days or date): 17
Contract Price incorporating Change Order: <u>\$7,615,185.94</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): 557 Ready for final payment (days or date): 557

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Owner (Authorized Signature)

Date: 9-16-2025

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

15. CONSIDERATION TO HIRE GABRIEL ATCHLEY AS AN ACCOUNTING INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Gabriel Atchley as an Accounting Intern in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE ROBERT BARNES AS A SANITATION WORKER IN THE SANITATION ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Robert Barnes as a Sanitation Worker” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES PROPOSAL WITH ARCHITECTONICS FOR THE DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION FOR REPAIRS FOR THE SPORTSPLEX CENTER ROOF, SPORTSPLEX CENTER ANNEX ROOF, AND CORNERSTONE PARK CONCESSION STAND FOR THE HOURLY, NOT TO EXCEED AMOUNT OF \$17,000.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of a professional services proposal with Architectonics for the design, bidding, and construction administration for repairs for the Sportsplex Center Roof, Sportsplex Center Annex Roof, and Cornerstone Park Concession Stand for the hourly, not to exceed amount of \$17,000.00” is enumerated, this consent item is thereby approved.

This professional services proposal is for exploring and designing fixes for water intrusion of the Sportsplex Center (Travis Outlaw Center) Roof, design for repair or replacement of the Sportsplex Center Annex Roof, and for investigating and designing repairs for the HVAC system and other interior items.

18. CONSIDERATION TO PURCHASE FROM COMSOUTH MISSION CRITICAL SOLUTIONS, (4) KENWOOD VIKING VP8000, MODEL 2 PORTABLE RADIO’S AT A TOTAL COST OF \$14,220.32. THE PORTABLE RADIO’S ARE SOLE SOURCE AND COMPATIBLE WITH EXISTING SYSTEMS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval to purchase from Comsouth Mission Critical Solutions, (4) Kenwood Viking VP8000, Model 2 Portable Radio’s at a total cost of \$14,220.32” is enumerated, this consent item is thereby approved. The Portable radios are sole source and compatible with existing systems.

19. CONSIDERATION UNDER MISSISSIPPI CODE ANNOTATED §21-19-11 (2) AND AS ADOPTED BY THE CITY OF STARKVILLE BOARD OF ALDERMEN, THE FOLLOWING PROPERTIES ARE FOUND IN VIOLATION OF SAID ORDINANCE AND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND ARE THEREFORE PLACED ON THE PROPERTY MOWING LIST:

- 205 CURTIS STREET AND • 301 EVERGLADE

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval under MS Code Annotated §21-19-11 (2) and as adopted by the City of Starkville Board of Aldermen that 205 Curtis Street and 301 Everglade properties are found in violation of said Ordinance and are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and are therefore placed on the property mowing list” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO APPROVE A PILOT AGREEMENT WITH THIRD EYE ENVIRONMENTAL SOLUTIONS GROUP FOR A CAMERA FOR THE SWEEPER TRUCK WITH COSTS TO BE REIMBURSED BY INGRAM EQUIPMENT COMPANY.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of a Pilot Agreement with Third Eye Environmental Solutions Group for a camera for the sweeper truck with costs to be reimbursed by Ingram Equipment Company” is enumerated, this consent item is thereby approved.

Third Eye was included in the bid specs and a 5-year monitoring subscription was included in the pricing. Since the discovery that Third Eye cannot bill IEC directly for the monthly subscription (they cannot bill a 3rd party), IEC has implemented an alternative plan. Therefore, IEC will reimburse The City of Starkville for the price of a 5-year subscription, once the sweeper has been built and delivered.

21. CONSIDERATION TO PURCHASE A TWO 40-YARD REFUSE TRUCKS FROM INGRAM EQUIPMENT COMPANY, THE LOWEST BIDDER IN THE AMOUNT OF \$433,979.52 EACH. FINANCING WILL BE A LOAN FROM CADENCE BANK EQUIPMENT FINANCE. THE RESIDUAL BUYBACK IS NOT CONTINGENT UPON THE PURCHASE OF THE NEXT TRUCK LIKE IT IS FROM SANSOM EQUIPMENT COMPANY.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a two 40-yard refuse trucks from Ingram Equipment Company, the lowest bidder in the amount of \$433,979.52 each. Financing will be a loan from Cadence Bank Equipment Finance with the residual buyback not contingent upon the purchase of the next truck as it is from Sansom Equipment Company” is enumerated, this consent item is thereby approved.

40-Yard Refuse Truck Bid		
Bid Date: August 21, 2025		
40-Yard Front Loading Refuse Truck - Per Unit		
Vendor	Price	Delivery
Sansom Equipment Company	\$433,979.52	90 Days
Ingram Equipment Company	\$435,000.00	120 Days

	Purchase Price	Financed Cost	Interest Rate	Interest	Principal	Total	Yearly Average Cost	Residual
Ingram Equipment Company	\$433,979.52	\$439,699.52	5.03%	\$53,009.81	\$200,701.19	\$253,711.00	\$84,570.33	\$240,000
Sansom Equipment Company	\$435,000.00	\$435,000.00	5.03%	\$53,766.55	\$181,064.22	\$234,830.77	\$78,276.92	\$255,000



Pilot Agreement

Customer Legal Name

City of Starkville Sanitation Department

Customer Billing Address (If Different)

Starkville City Clerk's Office

Address

506 DR D L Conner Drive

Address

110 West Main Street

City

Starkville

County

Oktibbeha

City

Starkville

County

Oktibbeha

State

MS

Zip Code

39759

State

MS

Zip Code

39759

Location Contact

Chris Smiley

Phone #

662.323.2652

Mobile #

Fax #

E-Mail Address

c.smiley@cityofstarkville.org

Sales Person

Eric Smith

☒ New Customer

☐ Existing Customer

☒ New Truck

☐ Existing Truck

PO #

PO Expiration Date

Pilot

Length of Pilot

Number of Trucks to be Installed

☒ Yes

☐ No

30 DAYS

☒ Container Overages - \$0.00

☒ PSY - \$0.00

☐

Magnif-Eye - \$0.00

☐ Integrated Services - \$0.00

☐ Optim-Eyes - \$0.00

☐ Live Streaming - \$0.00

☐ Overload Review - \$0.00

☐ Certif-Eye IFTA - \$0.00

☐ Verif-Eye - \$0.00

☐ Contamination Review - \$0.00

☐ Certif-Eye Tax Rebate - \$0.00

Projected Delivery Date

Estimated Install Date

Authorized Signature

Authorized Signer's Printed Name & Title

D. Lynn Spruiell, Mayor

Terms and Conditions

1. ORDERS. All orders are subject to acceptance or rejection by 3RD Eye. NO ORDERS MAY BE CHANGED IN ANY MANNER WITHIN THIRTY DAYS OF THE SCHEDULED INSTALLATION DATE. ANY CHANGES REQUIRED BY THE PURCHASER WITHIN THIS 30-DAY TIME FRAME may incur additional charges AND WILL CAUSE THE ORDER TO BE REMOVED FROM THE INSTALLATION SCHEDULE AND RESCHEDULED AS DEEMED NECESSARY BY 3RD EYE IN ITS SOLE JUDGMENT.

2. ORDER CANCELLATION. After acceptance by 3RD Eye, orders for Products or Services cannot be cancelled except upon terms that will compensate 3RD EYE fully for all inconvenience, cost, loss and/or damage sustained.

3. ORDER ACKNOWLEDGEMENTS. In the event an Order Acknowledgement ("OA") is issued by 3RD Eye, it must be reviewed and accepted in writing before your order will be processed for delivery/installation. PURCHASER'S placement of order through 3RD Eye's e-commerce site is verification the order was reviewed and is accurate. 3RD EYE reserves the right to forego initiation of any work on an Order or to hold an Order from being slotted in the installation Schedule where international trade compliance requirements have not been met.

5. PERFORMANCE. 3RD EYE shall not be liable for damages of any kind whatsoever arising from failure to complete the purchase order or contract (as applicable) in accordance with its terms if such failure to perform is due to Acts of God, wars, severe weather, strikes, fires, floods, accidents, material shortages, delays in transportation and other acts of force majeure or other causes beyond its reasonable control. It is expressly understood that 3RD Eye makes no representation, warranty, or guarantee that the use of its Products or Services will avert or prevent any accidents, injuries, or event occurrences.

6. INTELLECTUAL PROPERTY. Sketches, engineering drawings, specifications, models, mock-ups, manuals, proposals, marketing materials, all patents, copyright, trademark, and all preparatory work submitted to, created or furnished by 3RD EYE shall remain its exclusive property. Except for internal PURCHASER use (which shall be on a need-to-know basis) related to a potential transaction with 3RD Eye, no other PURCHASER use of these materials is authorized, nor may derivations, alternatives or modifications created therefrom be used or disclosed to any third party except with the prior written consent of 3RD EYE. 3RD EYE owns and shall retain all intellectual property and other proprietary rights, including, without limitation, all patent, copyright, trade secret, trademark and other proprietary rights, in and to the Goods (including any Equipment) and the Services, including, without limitation, the 3RD Eye Cam, the FedEx 3RD EYE Web Portal, the aggregated 3RD EYE Data, and all software and documentation used to provide the Services, together with any and all corrections, bug fixes, enhancements, improvements, updates or other modifications made by 3RD EYE. In the event that co-development projects are initiated by the Parties, unless addressed differently in a definitive agreement between the parties, ownership of any resultant Intellectual Property shall be owned by 3RD Eye.

7. DATA RIGHTS, DATA PROTECTION, AND INDEMNITY. PURCHASER owns and shall retain ownership of all PURCHASER Data, subject only to the following license: PURCHASER hereby grants 3RD EYE a perpetual, worldwide, non-exclusive, royalty-free, fully paid-up license to use the PURCHASER Data solely for providing and/or improving the Goods and/or the Services, including, without limitation, providing incident review and developing aggregated, nonidentifiable PURCHASER data, analytics, or reporting, including the 3RD Eye Reports. PURCHASER warrants and represents to 3RD Eye that PURCHASER has obtained all required authorizations to collect, transmit, and license the use of all data contemplated by any transactional agreement it executes with 3RD Eye. PURCHASER expressly agrees to hold harmless, indemnify and defend 3RD Eye against any claims alleging 3RD Eye is unauthorized to collect, transmit, or use PURCHASER data. 3RD Eye agrees to hold harmless, indemnify and defend PURCHASER to the extent a court of competent jurisdiction determines 3RD Eye to be negligent in its handling of PURCHASER data.

8. SHIPMENT AND F.O.B. POINT. All shipments will be made after completion of fulfillment unless otherwise agreed to in writing. Unless otherwise stated in writing, all prices quoted or otherwise listed are F.O.B. first carrier. In all cases, in-transit liability and risk of loss transfers to the PURCHASER at the time of delivery to the PURCHASER, their employees, agents, or a delivery service or common carrier - whichever occurs first.

9. PURCHASER'S PROPERTY. 3RD EYE may charge the PURCHASER at current rates, for handling and storing PURCHASER'S property when held for more than thirty days. All PURCHASER'S property, or third parties' property, that is stored by 3RD EYE or its employees, agents or assigns (whether on or off 3RD EYE facilities) is at the PURCHASER'S or other party's risk. 3RD EYE shall only provide for ordinary care of the property and shall not be liable for any loss or damage thereto caused by fire, water, corrosion, vandalism, theft, negligence, or any cause whatsoever. It is the PURCHASER'S unconditional obligation to insure its property while it is in 3RD EYE or its designees' custody and/or accept the risk of loss.

10. TRAINING. In the event that the PURCHASER is not the ultimate Product User, it is the PURCHASER'S responsibility to provide these Terms & Conditions of Sale to the Product User and to specifically notify the Product User that it is the Product User's responsibility to ensure that the Operators Manual remains with each unit and the Parts & Service Manual is available for use. Additionally, regardless of whether or not the manufacturer or its designee provides training at the time of Product delivery, the Product User is responsible for training their operators and maintenance personnel and shall ensure that every person who operates or maintains the Product has been trained on the proper operation, service, storage, service hoist use, battery disconnect use, lock out/tag out procedures for each Product, and the Product User's company work rules.

11. PRICES. All orders are subject to current prices in effect at the time of shipment, including any applicable surcharges.

12. PAYMENT AND COLLECTION. 3RD EYE's standard domestic payment terms are due on date of shipment. 3RD EYE reserves the right to charge and collect late fees for overdue payments as well as (at its sole option) to apply any payments received to the oldest open invoice(s) or account balance(s).

13. TAXES. Unless specifically stated on your quotation and invoice, prices charged by 3RD EYE do not include Federal, State, City or other excise, occupation, sales, use, VAT or similar taxes which are extra and are the PURCHASERS' obligation to pay to the applicable taxing authority at rates in effect at time of shipment. If Federal Excise Taxes are included and listed on the order acknowledgement or invoice, they are stated at the rates and regulations in effect at the time this order is written and are subject to revision in accordance with rates and regulations in effect at time of shipment. If Federal Excise Taxes are not included on 3RD EYE's invoice, this shall not be construed as 3RD EYE offering an opinion on taxability of our product(s) or providing tax or legal advice. 3RD EYE does not provide tax advice. PURCHASERS are encouraged to consult with a tax professional to determine the potential for any tax liabilities beyond those reflected on the invoice from 3RD EYE.

1. PRODUCT IMPROVEMENT. 3RD EYE reserves the right to change its Product or Service offerings, Product specifications, training curricula, materials, component suppliers, Product design, and/or Production procedures at any time in its sole judgement with no further liability to PURCHASER.

15. WARRANTY. 3RD Eye warrants its Products in accordance with the 3RD Eye's Warranty Statement (the "Warranty Statement") provided with the Product or published on its website. Any Product warranty applies solely to the original PURCHASER and is not transferable. No warranty claims will be processed on any 3RD Eye Product unless the warranty registration was submitted timely to the 3RD EYE Customer Support Department. Any service parts sold by 3RD EYE carry a warranty for part replacement only, if due to a defect in material or workmanship and such service parts are subject to the periods noted in the Warranty Statement. Troubleshooting time, component removal and installation labor cost is excluded from 3RD EYE's service part warranty.

16. WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Any improper use, operation beyond rated capacity, substitution of non-OEM parts not specifically approved by us in writing, or any alteration or repair by others in such manner as in our judgement affects the Product materially and adversely shall void the Warranty. NO EMPLOYEE OR REPRESENTATIVE OF 3RD EYE OR ITS ENTITIES IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY, except as part of a definitive written agreement executed between an officer of 3RD Eye and PURCHASER. The above warranty supersedes and is in lieu of all other warranties whether express or implied.

17. NO DIRECT OR CONSEQUENTIAL DAMAGES. 3RD EYE hereby disclaims and does not assume any liability whatsoever for costs or expenses related to the use or unavailability of its Product for any reason, including but not limited to accidents, property damage, injury, death, late delivery penalties, chassis looting cost or charges, Product down time, fire damage, loss of Product, in-transit damage or loss, opportunity cost, lost profits, or any other direct, indirect or consequential losses, damages or delay.

18. CHOICE OF LAW AND VENUE. This agreement shall be interpreted according to the laws of the State of Mississippi. Any claims lodged against 3RD EYE involving this order in any way must be filed and adjudicated in the State or Federal Court located in Oktibbeha County, Mississippi and/or the Northern District of Mississippi and in the case of appeal, at the situs of their respective appellate Courts.

19. NON-WAIVER. Our failure at any time to exercise any right we may have under this agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.

20. ENTIRE AGREEMENT. Unless a prevailing definitive agreement is in place between the parties hereto, the above Terms & Conditions of Sale, contain the complete and final agreement between the parties hereto and no PURCHASER-supplied purchase order terms, verbal agreement, or other document in any way modifying or supplementing any of these terms and conditions will be binding on 3RD EYE unless agreed to in writing by an authorized officer of 3RD EYE.

22. CONSIDERATION TO ACCEPT THE LOW QUOTE FROM MAGNOLIA PUMP EQUIPMENT IN THE AMOUNT OF \$5,860.00 FOR PARTS AND LABOR FOR SEAL FAILURE REPAIR AT INFLUENT PUMP STATION #2 PUMP.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Magnolia Pump & Equipment in the amount of \$5,860.00 for parts and labor for seal failure repair at Influent Pump Station #2 Pump” is enumerated, this consent item is thereby approved.

Two quotes received: Magnolia Pump & Equipment-\$5,860.00 and Electric Motor Sales-\$9,975.00

23. CONSIDERATION OF THE RENEWAL OF THE MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT WITH BRISLIN, INC. FOR STARKVILLE UTILITIES MAIN OFFICE HVAC SERVICES FROM OCTOBER 1, 2025 TO SEPTEMBER 30, 2026 AT AN ANNUAL COST OF \$5,800.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the renewal of the Mechanical Service Agreement and Maintenance Contract with Brislin, Inc. for Starkville Utilities main office HVAC Services from October 1, 2025 to September 30, 2026” is enumerated, this consent item is thereby approved. The agreement follows this page.

24. CONSIDERATION TO RENEW THE DISTRIBUTION INSURANCE COMPANY PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES- ELECTRIC DIVISION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities-Electric Division” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO APPROVE THE LOW QUOTE FROM STUART IRBY FOR FR UNIFORM PANTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$6,290.49.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Stuart Irby for Flame Resistant Uniform pants for the Electric Division in the amount of \$6,290.49” is enumerated, this consent item is thereby approved.

Two quotes: Stuart Irby - \$6,290.49 and Oktibbeha County Coop- \$6,420.00

26. CONSIDERATION TO ACCEPT THE LOW QUOTE FROM PALMER’S SERVICE CENTER AND TOWING LLC FOR REPAIRS TO THE ELECTRIC DIVISION TRUCK NUMBER 54 IN THE AMOUNT OF \$12,338.94

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Palmer’s Service Center and Towing LLC for repairs to the electric division truck number 54 in the amount of \$12,338.94” is enumerated, this consent item is thereby approved.

Two quotes: Palmer’s Service Center and Towing LLC - \$12,338.94 and Parker CDJR - \$17,400.00

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

We propose to furnish inspection and maintenance as specified below:

**COVERED
EQUIPMENT:**

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least four (4) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed \$115.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$125.00 per hour for after normal operating hours, weekends, and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding \$500.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

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

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in October 2025 and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing multi-pleated Merv-10 filters, and replacing belts, if applicable.
2. Three (3) inspection services, which includes replacing filters and visual inspection of coils.

Your cost of this Maintenance Agreement:

\$5,800.00 per year plus tax;

Invoiced in equal installments of \$1,450.00 following the completion of each service or inspection.

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

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

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

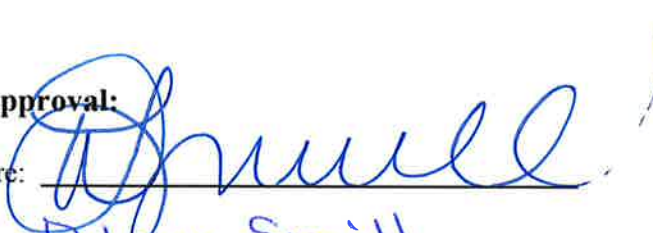
Your approval:

Signature: _____

Printed: _____

Title: _____

Date: _____


D. Lynn Spruill
Mayor
9-16-2025

27. CONSIDERATION OF APPROVAL OF THE WATER PURCHASE CONTRACT WITH TRIM CANE WATER ASSOCIATION (TCWA) TO PROVIDE WATER RESOURCES TO THE ASSOCIATION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the water purchase contract with Trim Cane Water Association (TCWA) to provide water resources to the association” is enumerated, this consent item is thereby approved.

The current agreement expires on September 30, 2025. The Mayor and Starkville Utilities General Manager have met with Trim Cane Water Association to discuss the proposed agreement and rates. It has been approved and reviewed by The City Attorney. TCWA Board is considering this contract at their 09/15/2025 Board meeting. If executed, it will go into effect October 1, 2025. The Contract follows this page.

28. CONSIDERATION OF APPROVAL TO APPLY FOR THE MISSISSIPPI OFFICE OF HOMELAND SECURITY STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AT NO COST TO THE CITY.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval to apply for the Mississippi Office of Homeland Security State and Local Cybersecurity Grant Program – Batch 3” is enumerated, this consent item is thereby approved.

Mississippi Office of Homeland Security (MOHS) is coordinating efforts to improve cybersecurity across Mississippi and has received federal grant funding for a variety of programs that benefit local government entities and jurisdictions. This will allow Utilities to receive a free cybersecurity assessment to determine gaps, vulnerabilities, and capabilities, as well as cybersecurity training. After assessment, Utilities could be eligible for grant funds if needs are identified.

29. CONSIDERATION TO DECLARE A 2001 SIEMENS VACUUM CIRCUIT BREAKER (VIN 101213-3) AS SURPLUS AND SELL TO ABERDEEN ELECTRIC DEPARTMENT FOR \$4,995.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval to declare a 2001 Siemens Vacuum Circuit Breaker (VIN 101213-3) as surplus and sell to Aberdeen Electric Department for \$4,995.00” is enumerated, this consent item is thereby approved.

30. CONSIDERATION TO APPLY FOR MS 40101(D) GRID RESILIENCY GRANT IN AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS WITH A 32.6% LOCAL MATCH FUNDING THROUGH THE MS DEVELOPMENT AUTHORITY AND AUTHORIZATION TO EXECUTE ALL GRANT RELATED PAPERWORK.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the September 16, 2025 Official Agenda, and to accept items for consent, whereby the “approval to apply for MS 40101(d) Grid Resiliency Grant funding through the MS Development Authority and authorization to execute all grant related paperwork” is enumerated, this consent item is thereby approved. The 40101(d) Grid Resilience Program aims to enhance the reliability and resilience of Mississippi’s electric grid against disruptive events, outages, interruptions and other natural and manmade disasters. Currently, it is being proposed to utilize the grant funded projects to implement SCADA and Outage Management System (OMS) for the Electric Division. Any additional funding would be proposed to be used for pole replacement of sub-standard poles identified in the pole inspection program in order to make the infrastructure more resilient and hardened for storm events.

WATER PURCHASE CONTRACT

This water purchase contract (“**Agreement**”) between the **Trim Cane Water Association (“Purchaser”)** and the **City of Starkville (“Seller”)** is made on this the _____ day of _____, 2025,

WHEREAS, the Seller and the Purchaser have an agreement dated May 5, 2009 which established a contract end date of September 30, 2050; and

WHEREAS, the Purchaser and Seller have agreed to execute a new more comprehensive Agreement to be effective October 1, 2025; and

WHEREAS, the Purchaser wishes to obtain water resources from the Seller and the Seller agrees to furnish such water resources;

NOW, THEREFORE, in consideration of the foregoing and mutual agreements hereinafter set forth,

A. The Seller Agrees:

1. (Quality and Quantity) The Seller agrees to furnish at the point of delivery hereinafter specified, during the term of this Agreement or any renewal extension thereof, potable water meeting applicable purity standards of the Mississippi Department of Health in such quantity as may be required by the purchaser.

2. (Point of Delivery) The point of delivery is defined as the face of the flange, which is an integral part of the metering equipment described forthwith, to which the Purchaser connects its pipe. The Seller agrees to furnish water at a reasonably constant pressure from an existing 6” pipe located at the intersection of the North boundary of Section 21, Township 19 North, Range 14 East and the East right-of-way boundary of MS Hwy 389 in Oktibbeha County, Mississippi.

3. (Facilities of the Seller) The Seller agrees to operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with the quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch.

4. (Metering Equipment) The Seller agrees to operate and maintain, at its own expense at the point of delivery, the necessary metering equipment, including meter pit and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser. The Seller agrees that the Purchaser shall have access to the metering equipment at all times to verify the readings. The Seller agrees to maintain the accuracy of the metering equipment within the tolerances specified by the latest revision of the American Water Works Association standard for the type of meter in service. If any meter fails to register for any period, the amount of water delivered in the

corresponding period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure.

5. (Rates and Billing) The Seller agrees that, commencing on October 1st, 2025, the rate per 1000 gallons of water sold to the Purchaser shall be the single family residential rate charged by the Seller to its customers inside the city limits plus 50% and the monthly base rate shall be the single family residential monthly base rate charged by the Seller to its customers inside the city limits based on the size of the water meter and the charge approved by the Board of Aldermen. The monthly base rate shall be applicable to the single point of delivery referenced herein and shall not be applicable to the connections of the Purchaser downstream of the point of delivery. Seller shall provide a minimum of a forty five (45) day notice to the Purchaser of any proposed rate changes. Bills shall be furnished monthly to the Purchaser by the Seller.

B. The Purchaser Agrees:

1. (Quantity) The Purchaser agrees, during the term of this Agreement or extension thereof, that all potable water consumed within an area for which the Purchaser holds a Certificate of Public Convenience and Necessity from the Mississippi Public Service Commission shall be purchased from the Seller.

2. (Rates and Payment Date) The Purchaser agrees to pay the Seller, by the due date specified on each bill, for water delivered in accordance with the schedule of rates determined by the City of Starkville Board of Aldermen.

- (a) The meter rate will be structured to reflect a cost of \$100 per meter inch. The implementation of the rate will occur on a phased in basis to begin with the first contract year at \$100 per month; second year \$200 per month; third year \$300 per month and the fourth year and remaining year to \$400 per month based on the meter size. Any change in meter size will be reflected by the existing city rates as determined by the Board of Aldermen.

3. (Failure to Deliver) The Purchaser agrees to hold harmless the Seller in the event of an extended emergency failure to supply water due to Acts of God, main supply line breaks, power failures, fire and use of water to fight fire for such reasonable time as may be necessary to restore service.

4. (Increased Flow and/or Pressure) The Purchaser agrees that if a greater flow and/or pressure than that available at the point of delivery at the time of execution of this Agreement are required by the Purchaser, the cost of providing such greater flow and/or pressure shall be borne by the Purchaser. Should the Purchaser customer demand increase by a cumulative total more than 5% in any given calendar year due to new developments or customer additions as projected by a licensed professional engineer, the Purchaser shall receive written approval by the Seller in advance of the increased demand

connection(s). Should the Seller be unable to provide the additional capacity as requested, the Purchaser shall hold the Seller harmless.

5. (Indemnification) The Purchaser agrees to indemnify, defend, save and hold harmless, protect, and exonerate the Seller, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees, expenses, and attorneys' fees, related to this Agreement arising out of or caused by the negligent or wrongful actions or inactions of the Purchaser or its officers, agents, employees or representatives.

C. The Seller and Purchaser Agree:

1. (Term of Agreement) The Seller and Purchaser agree that this Agreement shall expire at midnight, September 30th, 2030.

2. (Maintenance of Infrastructure) The Seller and Purchaser agree that the perpetual maintenance and care of infrastructure downstream of the point of delivery, including gaskets, bolts and other hardware used to connect the Purchaser's pipe to the metering equipment, shall be the responsibility of the Purchaser and that the perpetual maintenance and care of all infrastructure located upstream of the point of delivery shall be the responsibility of the Seller.

3. (Modification of Agreement) The Seller and Purchaser agree that the provisions of this Agreement pertaining to rates paid by the Purchaser for water delivered are subject to modification thereafter in accordance with the rate provisions as determined by the Board of Aldermen. Other provisions of this Agreement may be modified or altered by the mutual agreement of the parties.

4. (Regulatory Agencies) The Seller and Purchaser agree that this Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

5. (Successor to the Purchaser) The Seller and Purchaser agree that in the event of any occurrence rendering the Purchaser incapable of performing under this Agreement, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of the Purchaser hereunder.

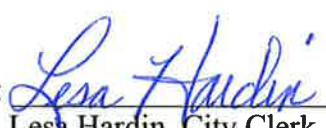
6. (Termination Clause) The Seller and Purchaser agree that the contract may be terminated for breach. The breaching party must be given written notice and an opportunity to cure. If the breaching party is unable or unwilling to cure within 30 days, then the Seller and Purchaser agree that upon ninety (90) days after such notice by either party, the agreement may be terminated for cause. Upon 180 days notice the agreement may be terminated for the convenience of the parties.

7. (Extended Shortages of Water). The Seller and Purchaser agree that in the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to the Purchaser shall be reduced or diminished in the same ratio or proportion as the supply to the Seller's customers is reduced or diminished. Should it become necessary for the Seller to assess monetary penalties for water consumption in excess of rationed amounts, the determination of the rationed amount imposed on the Purchaser shall be based on the same ratio of historical consumption used by the Seller to determine the rationed amounts imposed on the Seller's customers.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed in two (2) counterparts, each of which shall constitute an original.

Seller:

The City of Starkville
110 West Main Street
Starkville, Mississippi 39759

By  Attest: 
D. Lynn Spruill, Mayor Lesa Hardin, City Clerk

Purchaser:

Trim Cane Water Association

2253 Sellers Road
Starkville, MS 39759

As authorized by the Board of Directors and reflected in the minutes of a meeting dated _____, 2025.

By _____ Attest by _____

Printed Name _____ Printed Name _____

Title _____ Title _____

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill congratulated the newly elected Starkville Partnership Pet Mayor “Natty” and Pet Pawlice Police Chief “Elvis”.

BOARD OF ALDERMEN COMMENTS:

Alderman Brooks stated he urged interested parties to look at the proposed towing Ordinance and that he looks forward to a solution to this problem and issues which have arisen.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted the time will be changing in the next month and that citizens need to be cautious of vacant buildings.

Toby Steed thanked Starkville Utilities for their response recently to a sewer issue following a heavy rain. He noted there has been a sewage issue for years in Long Meadow in residential yards. He asked that the City take a look at possible solutions.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS: None

31. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Moreland, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 9, 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 Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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	\$ 882,572.51
Restricted Police Fund	002	747.16
Airport Fund	015	31,581.62
Restricted Airport Fund	016	57,546.25
Sanitation / Environ Services	022	68,001.95
Modernization Use Tax	120	83,786.54
Debt Service Fund	200	4,325.23
Capital Projects Fund	300	47,855.00
2022 GO Public Improve Bonds	305	197,536.12
American Relief Fund	309	
Main Street Project	311	240,564.86
Parks Capital Project (2023)	312	1,292.92
Spring St / Hwy 12 Linkage TAP	313	8,855.11
Park and Rec Tourism	375	38,483.42

Payroll	681	60.00
Sub Total Before Utilities		\$ 1,663,208.69
Utilities Dept.	SED	923,528.30
Total Claims	Total	\$ 2,586,76.99

32. MOTION TO ADJOURN UNTIL OCTOBER 7, 2025 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moeland, for the Board of Aldermen to recess the meeting until October 7, 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 Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE 7th DAY OF OCTOBER, 2025.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK