

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
May 7, 2024**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on May 7, 2024 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

After asking that Code Enforcement Item XI. J. 2. a. (Calling for PH – 102 Yellow Jacket Drive) be removed due to the property being cleared, Mayor D. Lynn Spruill asked for any additional revisions to the Official Agenda as presented. There being none, the Mayor called for a motion to approve the agenda with consent items as amended.

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

Alderman Brooks offered a motion, duly seconded by Alderman Rupp, to approve the May 7, 2024 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, MAY 7, 2024
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

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

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

CONSIDERATION OF THE MINUTES OF THE APRIL 12, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE APRIL 16, 2024 RECESS MEETING OF THE

MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE APRIL 16, 2024 FY24 COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC HEARING.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **107 REX ST.**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118O-00-231.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **49 CHOCTAW RD.**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118B-00-129.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **47 BIGGS RD.**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159M-00-001.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE FRANCHISE AGREEMENT WITH 4-COUNTY FOR THE INSTALLATION OF FASTNET FIBER WITHIN THE CITY OF STARKVILLE CITY LIMITS WHERE THE FOUR COUNTY TERRITORY IS CURRENTLY ESTABLISHED.

B. CONSIDERATION OF THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR AN INMATE/FINE LITTER CONTRACT.

C. CONSIDERATION OF SUPPORTING CATHERINE NOBLES, STARKVILLE'S MISS HOSPITALITY, THROUGH A FULL-PAGE AD IN THE PROGRAM FOR \$350.00 AS ALLOWED BY MS CODE §17-3-3.

X. BOARD BUSINESS

- A. CONSIDERATION OF APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF STARKVILLE, OKTIBBEHA COUNTY AND THE STARKVILLE LIBRARY BOARD OF TRUSTEES.
- B. CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY OF STARKVILLE TO COMMIT FUNDS OTHER THAN CDBG FUNDS TO A PROJECT UNDER THE MISSISSIPPI COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR THE PROPOSED PUBLIC FACILITIES SEWER IMPROVEMENTS PROJECT AT HENDERSON AND SAND ROADS.
- C. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE \$5,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2024 (STREET IMPROVEMENTS PROJECT), OF THE CITY OF STARKVILLE, MS; AND FOR RELATED PURPOSES.
- D. CONSIDERATION OF AMENDING THE LEASE WITH ENTERPRISE FLEET MANAGEMENT TO INCLUDE 2 TRUCKS FOR STREET, 1 TRUCK FOR PARK / RECREATION, 1 TRUCK FOR LANDSCAPE AND 1 TRUCK FOR FIRE AT A TOTAL ANNUAL COST OF \$57,598.00 FOR FIVE YEARS.
- E. CONSIDERATION OF APPROVING THE LOWER OF TWO QUOTES RECEIVED FOR A 15 TON RTU REPLACEMENT FROM BRISLIN INC, IN THE AMOUNT OF \$34,945.00, FOR THE STARKVILLE-OKTIBBEHA COUNTY PUBLIC LIBRARY BUILDING, TO BE PURCHASED IF A PENDING DONATION IS NOT RECEIVED.

XI. DEPARTMENT BUSINESS

- A. AIRPORT
THERE ARE NO ITEMS FOR THIS AGENDA
- B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT
 - 1. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO AMEND THE MUNICIPAL CODE OF STARKVILLE, MISSISSIPPI, TO UPDATE THE FIRE PREVENTION AND PROTECTION SECTION AND ADD THE RIGHT-OF-WAY PROTECTION SECTION.
 - 2. CONSIDERATION OF TRAVEL FOR BUILDING OFFICIAL STEIN MCMULLEN TO ATTEND THE NATIONAL ADA SYMPOSIUM IN MINNEAPOLIS, MN, ON JUNE 9TH - 12TH, 2024, WITH ADVANCED TRAVEL AND REGISTRATION COSTS NOT TO EXCEED \$2,500.00.
- C. COURTS
THERE ARE NO ITEMS FOR THIS AGENDA
- D. ENGINEERING

1. CONSIDERATION OF APPROVING THE LOW QUOTE FROM BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF \$29,991.05 TO CONSTRUCT THE SPRING STREET SIDEWALK CONNECTOR PROJECT.
2. CONSIDERATION OF APPROVING THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$32,420.00 TO CONSTRUCT THE HIGHWAY 12 SIDEWALK CONNECTOR PROJECT.
3. CONSIDERATION OF APPROVAL OF GARVER, LLC ENGINEERING SERVICES CONTRACT FOR THE SPRING STREET SOUTH CONNECTOR TRANSPORTATION ALTERNATIVES (TA) PROJECT USING MDOT SMALL PURCHASE PROCEDURE; AND AUTHORIZATION FOR MAYOR TO EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL.

E. FINANCE

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 29, 2024 FOR FISCAL YEAR ENDING 9/30/24, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF BUDGET ADJUSTMENTS EFFECTIVE APRIL 30, 2024.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR CHIEF YARBROUGH TO TRAVEL TO NATCHEZ, MS TO ATTEND THE 87TH MS FIRE FIGHTERS AND FIRE CHIEFS CONFERENCE @ THE NATCHEZ CONVENTION CENTER ON MAY 29 – JUNE 2, 2024 WITH AN APPROXIMATE ADVANCE COST OF \$500.00.
2. REQUEST PERMISSION TO PURCHASE IMAGE TREND SCHEDULING AND ANALYTIC SYSTEM WHICH INCLUDES SLATE AND CONTINUUM AT A COST OF \$9,641.00, A SOLE SOURCE ITEM IN THAT IT IS COMPATIBLE WITH EXISTING EQUIPMENT AND SOFTWARE.
3. REQUEST AUTHORIZATION TO PURCHASE AN ESI ESIP50X TELEPHONE SYSTEM IN THE AMOUNT OF \$9,779.00 FROM ALARM SECURITIES, INC., THE LOWER OF TWO QUOTES.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE SUSAN WHITE AS A DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE MERCEDES REED AS AN ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE JEREMY KLUTTS AS A METERING / LEAD & COPPER COORDINATOR IN STARKVILLE UTILITIES.
4. REQUEST AUTHORIZATION TO HIRE KALYB JORDAN, WILLIAM MAYS II, SAMUEL MATTHEWS AND CHRISTOPHER MCGLOTHIN AS NON-CERTIFIED FIREFIGHTERS.
5. REQUEST AUTHORIZATION TO HIRE LIAM ALTUZAR AND ANTONIOUS SELLERS AS POLICE OFFICERS.
6. REQUEST AUTHORIZATION TO HIRE RANDALL CHRISWELL AND SHASTA PLUNKETT AS LINEMEN CREW CHIEFS IN THE STARKVILLE UTILITIES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE DOUGLAS ERWIN AND D'ANGELO SCALES AS SEASONAL SANITATION WORKERS.
8. REQUEST AUTHORIZATION TO HIRE HOPE HARRIS, CHARLES LEDFORD, JACQUES RATLIFF, JAMES THORNTON, AND GRACEE WARREN AS GIS/CIVIL ENGINEER INTERNS FOR THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF PURCHASE OF ANTIVIRUS SOFTWARE FROM HOWARD TECHNOLOGY, THE LOWER OF TWO QUOTES IN THE AMOUNT OF \$8,700.00.

I. PARKS

1. CONSIDERATION OF APPROVAL OF THE PROFESSIONAL SERVICES CONTRACT WITH FORME DESIGN GROUP FOR THE STARKVILLE PARKS SIGNAGE PROJECT IN AN AMOUNT NOT TO EXCEED \$41,100.00.
2. CONSIDERATION OF THE PURCHASE OF A JOHN DEERE GATOR TX TURF AT THE STATE CONTRACT #8200073314 PRICE OF \$13,360.00.
3. CONSIDERATION OF THE APPROVAL TO PURCHASE 5 INFLATABLE BOUNCE HOUSES FROM JUNGLE JUMPS, THE LOWER OF TWO QUOTES, IN THE AMOUNT OF \$9,653.00.
4. CONSIDERATION OF THE APPROVAL TO PURCHASE 3 TRAIL DIRECTIONAL SIGNS FROM MITCHELL SIGNS IN THE AMOUNT OF \$4,275.00 WITH A DOWN PAYMENT OF \$2,137.50 AT TIME OF ORDER.
5. CONSIDERATION OF THE APPROVAL FOR THE LOWEST QUOTE FROM MCI TO INSTALL 3 HVAC UNITS AND SPLIT RAIL FENCING AT CORNERSTONE PARK IN THE TOTAL AMOUNT OF \$33,000.
6. CONSIDERATION OF A CHANGE ORDER TO FIELD TURF IN THE AMOUNT OF \$870.00 FOR A SECOND MOBILIZATION TO THE SITE TO INSTALL THE "EAT WITH US" LOGO.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO PURCHASE, FROM PILEUM CORPORATION, AS SOLE SOURCE, A 180 CAMERA FUSUSCORE ELITE AI WITH 44 TB STORAGE AND ONBOARD AI AT A COST OF \$5,000.00 PLUS SHIPPING AND HANDLING, IN THAT IT IS COMPATIBLE WITH THE EXISTING FUSUS SYSTEM.

2. CODE ENFORCEMENT

- ~~a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 102 YELLOW JACKET DR., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102H 00 049.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.~~

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 FROM OSMOSE FOR THE WOOD POLE MAINTENANCE AND INSPECTION SERVICES TO ADD ADDITIONAL ITEMS TO THE CONTRACT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDED THE SOURCE OF SUPPLY CONTRACTS FOR JULY 1, 2024 THROUGH DECEMBER 1, 2024.
3. REQUEST AUTHORIZATION TO RENEW THE CONTRACT WITH NARRATIVE12 FOR COMMUNICATIONS SUPPORT IN THE AMOUNT OF \$4,500.00 MONTHLY THROUGH MARCH 25, 2025 AT WHICH TIME IT WILL AUTOMATICALLY RENEW MONTHLY.

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 – 41:

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the April 2, 2024 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE APRIL 12, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the April 12, 2024 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE APRIL 16, 2024 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the April 16, 2024 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE MINUTES OF THE APRIL 16, 2024 FY24 COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC HEARING.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the April 16, 2024 FY24 CDBG Public Hearing held at 4:30 p.m.” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF THE FRANCHISE AGREEMENT WITH 4-COUNTY FOR THE INSTALLATION OF FASTNET FIBER WITHIN THE CITY OF STARKVILLE CITY LIMITS WHERE THE FOUR COUNTY TERRITORY IS CURRENTLY ESTABLISHED.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the franchise agreement with 4-County, LLC d/b/a/ FASTnet for a 2% gross revenue to the City of Starkville for the use of the City’s rights of way” is enumerated, this consent item is thereby approved. Agreement follows this page.

7. CONSIDERATION OF THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR AN INMATE/FINE LITTER CONTRACT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the agreement with MDOT regarding the litter pickup in MDOT rights of way for reimbursement toward the use of those working off fines within the City of Starkville” is enumerated, this consent item is thereby approved. The MOU follows the franchise agreement with 4-County.

8. CONSIDERATION OF SUPPORTING CATHERINE NOBLES, STARKVILLE’S MISS HOSPITALITY, THROUGH A FULL-PAGE AD IN THE PROGRAM FOR \$350.00 AS ALLOWED BY MS CODE §17-3-3.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a full-page ad supporting Catherine Nobles as the Starkville Miss Hospitality through a \$350 full page ad purchase as allowed by MS CODE §17-3-3” is enumerated, this consent item is thereby approved.

Master Services Agreement

This Master Services Agreement constitutes a contract for services ("Contract") between the City of Starkville acting on behalf of its Utilities Department, City of Starkville, Mississippi and 4-County Fiber, LLC, dba FASTnet, a Mississippi Limited Liability Company, P.O. Box 8466 Columbus, MS 39705 ("FASTnet").

RECITALS

WHEREAS, FASTnet desires to implement a fiber optic network system on 4-County electrical system and desires to install a fiber optic network system on 4-County certificated electrical service territory within the corporate limits, and

WHEREAS, FASTnet has fiber optic system technology; and

WHEREAS, City of Starkville has agreed to grant to FASTnet access to and a license to use the facilities described herein for purposes of installing a fiber optic network on 4-County electrical system and endeavoring to provide broadband services to Electric Department's customers; and

WHEREAS, the City of Starkville has agreed to grant to FASTnet access to and a license to use the Right of Way (ROW) for FASTnet to install and operate equipment and materials in connection with the installation of the fiber optic network;

NOW, THEREFORE, in consideration of the mutual obligations of the Parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

1. Subject Matter, Obligations of the Parties. This Contract is for the furnishing and installation by FASTnet of the herein described facilities and equipment to make available to residential and business locations on 4-County electrical system a "Fiber to the Premises." The location of the services to be provided by FASTnet as part of the Contract are depicted on 4-County (Map of Service Territory) and shall include approximately _____ miles of fiber optic cable. In furtherance of this Contract, the parties agree as follows:

(a) The City of Starkville grants FASTnet a license to install its fiber within 4-County electric supply space at a height approximately 10 inches below 4-County neutral conductor per the requirements of the National Electric Safety Code (NESC).

(b) FASTnet agrees and covenants that, in preparing to install FASTnet's fiber optic cable, FASTnet shall, where necessary, clear the ROW along 4-County power lines and prepare 4-County utility poles for attachment of FASTnet's fiber optic cable ("Make Ready").

(c) 4-County agrees and covenants that FASTnet shall not be required to replace 4-County utility poles to achieve a required minimum clearance under the NESC, but if replacement is required and FASTnet replaces a Pole, FASTnet will incur the cost of replacement poles as needed.

(d) FASTnet's make-ready costs will be determined based upon subcontractor bids and material costs. Notwithstanding these uncertainties, the Parties hereto agree that pole attachment fees shall be credited toward FASTnet's costs related to any described pole replacements, Make Ready costs, and costs of the described ROW line clearing.

(e) City of Starkville pole attachment fees shall be the existing schedule with the City of Starkville per utility pole for 2024. The pole attachment fees are set by the Tennessee Valley Authority, and both parties shall accept necessary adjustments to the pole attachment fee as required to meet the standards set by the Tennessee Valley Authority.

(f) In accordance with Miss. Code Ann. §77-3-17 FASTnet shall remit to the City of Starkville the sum of 2% of all its gross revenue of broadband internet sales to include advertising and 3rd party

premium channel sales at the end of each 4 County LLC's fiscal quarter. Customer sales taxes should be identified and remitted to the MS Department of Revenue as collections within the city's corporate limits.

2. Term. To the extent allowed by law, this Agreement shall begin on the date the last entity approves same and shall continue until midnight on the date that is 20 years after such approval unless earlier terminated by a non-breaching party due to a material breach of this Agreement by the other party. 4-County recognizes that FASTnet, to provide the services specified in this Agreement, will incur significant up-front capital costs in order to provide the services specified in this Agreement and that it takes years after the initial investment to earn a return on the investment. Therefore, it is agreed that if 4-County terminates this Agreement in the absence of a material breach by FASTnet or other actions by FASTnet, which constitutes a reasonable basis for the termination, before the initial term expires, 4-County shall remit to FASTnet a percent of its capital costs according to the following schedule:

- a. Year 1 – Ninety-five percent (95%) of FASTnet's capital cost.
- b. Year 2 – Ninety percent (90%) of FASTnet's capital cost.
- c. Year 3 – Eighty-five percent (85%) of FASTnet's capital cost.
- d. Year 4 – Eighty percent (80%) of FASTnet's capital cost.
- e. Year 5 – Seventy-five percent (75%) of FASTnet's capital cost.
- f. Year 6 – Seventy percent (70%) of FASTnet's capital cost.
- g. Year 7 – Sixty-five percent (65%) of FASTnet's capital cost.
- h. Year 8 – Sixty percent (60%) of FASTnet's capital cost.
- i. Year 9 – Fifty-five percent (55%) of FASTnet's capital cost.
- j. Year 10 – Fifty percent (50%) of FASTnet's capital cost.
- k. Year 11 – Forty-five percent (45%) of FASTnet's capital cost.
- l. Year 12 – Forty percent (40%) of FASTnet's capital cost.
- m. Year 13 – Thirty-five percent (35%) of FASTnet's capital cost.
- n. Year 14 – Thirty percent (30%) of FASTnet's capital cost.
- o. Year 15 – Twenty-five percent (25%) of FASTnet's capital cost.
- p. Year 16 – Twenty percent (20%) of FASTnet's capital cost.
- q. Year 17 – Fifteen percent (15%) of FASTnet's capital cost.
- r. Year 18 – Ten percent (10%) of FASTnet's capital cost.
- s. Year 19 – Five percent (5%) of FASTnet's capital cost.
- t. Year 20 – Five percent (5%) of FASTnet's capital cost.

It is also understood and agreed that upon expiration or termination of this Agreement, FASTnet shall have the right, but not the obligation, to remove or abandon in place all or any part of the Fiber Optic facilities to be installed pursuant to this Agreement. Any part of the system abandoned by FASTnet shall become the property of 4-County. FASTnet agrees that it will, as soon as possible after termination, notify the City of Starkville in writing of its intent as to abandonment, but it shall not be deemed abandoned until affirmatively confirmed by FASTnet unless FASTnet fails to deliver its statement of intent in a reasonable time period following the termination.

3. Ownership of Fiber and end-customer Accounts. The fiber optic cable and any and all of its associated equipment shall at all times remain the sole and exclusive property of FASTnet. In the event of termination of this Contract, 4-County and/or FASTnet shall have the right to remove it from 4-County poles with no compensation, damages, or other fees being due to City of Starkville for such removal. It is agreed and understood that such equipment shall not be considered a fixture to real property. It is agreed and understood that FASTnet, which is bearing a substantial part of the costs to provide broadband services to 4-County customers, shall have the sole and exclusive rights to operate FASTnet's service and to negotiate the terms of service with the citizens of the City of Starkville and its commercial or industrial operators. Further, except as stated above, FASTnet shall not be required to account to the City of Starkville or otherwise share in the revenues generated by the provision of broadband services within the territory described in Attachment _____. The City of Starkville agrees that the provision of this broadband access to 4-County customers is adequate consideration to support a binding contract—subscriber Connections.

4. Fiber to the Premises. FASTnet will provide a terminated fiber to each Subscriber's Premises receiving FASTnet services in a manner to be determined by FASTnet. The location and the method of the installation will vary depending on the circumstances of the location of the Subscriber's Premises.

5. System Connection to the Premises. The following will apply to the connection to each Premises receiving FASTnet service:

a. 4-County will assist FASTnet or its designee in securing private property easement access rights necessary, advisable, or appropriate to connect the System from the Subscriber property boundary to the Premises. For the avoidance of doubt, in the event FASTnet cannot install fiber optic cable or other necessary equipment on private property because of a lack of a right to access the property, FASTnet shall not be required to make the System available to such Premises.

b. FASTnet shall have no duty to provide any additional connection after the terminated fiber has been taken to the Premises.

6. Project Management, Reporting and Compliance. FASTnet will assign a Project Manager to oversee the provision of network equipment and act as a primary point of contact with the City of Starkville during the operations phase. The Project Manager will provide the City of Starkville updates not less than quarterly through the initial buildout of the network. These reports will include service addresses where the new network is available, maps of service availability, and documents outlining progress.

7. Fees, Expenses, and Other Charges. Except as expressly set forth herein, each Party shall bear and be responsible for all of its own costs, fees, and expenses incurred in executing and performing this Agreement. For the avoidance of doubt, neither FASTnet nor any of its affiliated companies shall be responsible for any fee or payments to the City of Starkville in connection with this Agreement or the permitting process or for any assessment or tax levied by the City of Starkville for its use of the Public Way.

8. No Third-Party Beneficiaries. Nothing in this Agreement or in any prior agreement is or was intended to confer third-party beneficiary status on any party or person not a party to this Agreement, including a member of the public.

9. TO THE FULLEST EXTENT ALLOWED BY LAW, FASTnet MAKES NO REPRESENTATIONS OR WARRANTIES TO THE CITY OF STARKVILLE OR ANY PERSON WITH RESPECT TO THE SYSTEM (OR THE COMPONENTS THEREOF) AND HEREBY

DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT FASTnet MAY NOT AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY SUCH WARRANTIES, THE SCOPE AND DURATION OF SUCH WARRANTIES WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

10. Insurance. FASTnet shall, for the term of this Contract, maintain a policy of commercial liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of Mississippi, covering use and activity contemplated by this Contract with combined single limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. FASTnet shall also maintain motor vehicle insurance meeting the requirements of Mississippi law and covering every vehicle and driver involved in performing the Work and providing FASTnet services, in not less than the following amounts: (1) bodily injury liability with limits of \$1,000,000.00 each person and \$2,000,000.00 each accident; (2) property damage liability with a limit of not less than \$100,000.00 each accident. FASTnet will name the City of Starkville and its applicable designees, as certificate holders under the foregoing policies. FASTnet will also maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of Mississippi, with the City of Starkville as the certificate holder.

11. Force Majeure. Neither City of Starkville nor FASTnet will be liable for any failure or delay in performing its obligations or for any loss or damage resulting from any event or circumstance beyond the reasonable control of the party, including but not limited to an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism (including cyberterrorism), or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes ("Force Majeure Event"). However, a party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

12. Assignment and Survivorship. Except as otherwise provided herein, neither party may assign, sell, transfer, delegate, or in any other manner dispose of any of its rights, privileges, or obligations under this Contract without the other party's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any attempt to make any such assignment, sale, transfer, delegation or disposition without any such prior written consent of the other party shall be null and void.

13. No Joint Venture or Partnership Created. FASTnet and City of Starkville agree and understand that the parties hereto do not, by entry into this Agreement, create any joint enterprise or joint venture and that no partnership or other such operation is created by this Agreement.

14. Entire Agreement; Amendment. This Contract represents the entire agreement between the parties. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the City of Starkville and FASTnet.

15. Severability. Nothing contained in this Contract shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Contract and any law, such law shall prevail; provided, however, that in such event, the provisions of this Contract so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Contract shall be affected thereby and all such other provisions shall continue in full force and effect, except to the extent the affected provision is a material provision which negates the contemplated benefits of the transaction, in which event the

parties shall negotiate in good faith for alternatives to achieve the contemplated consideration, or the adversely impacted party shall have the right to terminate this Contract on one hundred-eighty (180) days' notice.

16. Books and Records; Project Audit. FASTnet agrees to maintain accurate books and records concerning the Project until final completion of installation of the Project and will make those books and records available to the City of Starkville, its agents, officers, and employees during FASTnet's normal business hours upon reasonable request. The City of Starkville shall have the right, upon reasonable notice, to conduct or cause to be conducted field inspections during such time to ensure that FASTnet is in compliance with this Contract. Such field inspections will be solely at City of Starkville expense.

17. Governing Law. The agreement and all provisions of this Contract shall be governed by and construed in accordance with the laws of the State of Mississippi without regard to such state's conflict of laws or provisions.

18. Notices. Any legal notice applicable under this Contract shall be given in writing and shall be effective and deemed to be properly given or served, if in writing and delivered personally, by courier or by registered mail to the following addresses.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

4-County Fiber, LLC

City of Starkville, By Its Governing Body

By: _____

By: _____

Name: _____

Name: D. Lynn Spruill

Title: _____

Title: Mayor

Date: _____

Date: 5.7.2024

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between the Mississippi Transportation Commission, a body corporate of the State of Mississippi ("MTC"), acting by and through the duly-authorized Executive Director of the Mississippi Department of Transportation ("MDOT"), and the City of Starkville, Mississippi, ("City"), effective as of the date of latest execution below.

WITNESSTH:

WHEREAS the Mississippi Transportation Commission (MTC), through the Mississippi Department of Transportation (MDOT), is charged with the construction and maintenance of the State Highway System; and,

WHEREAS the City is a Mississippi Municipal Corporation; and,

WHEREAS the Chief of Police is the chief peace officer for the above-named City and is charged with the custody and attendant care of those persons incarcerated in the city jail; and,

WHEREAS the Chief of Police is authorized by statute to provide, and MTC may accept, persons convicted of an offense, whether felony or misdemeanor, for work on the State Highway System, pursuant to Mississippi Code Annotated §65-1-8 (u); and,

WHEREAS, the City, the Chief of Police and MTC desire to adopt guidelines under which the Chief can provide such convicted persons to MTC.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the City, the Chief of Police, and MTC do agree as follows:

I. DEFINITIONS:

Chief of Police - the individual occupying the office of Chief of Police in the above-named city.

Inmates - Persons: a) who are incarcerated in a facility operated by the City; b) who are on probation, or some form of restricted movement monitored by the Chief of Police; or c) who have been ordered to provide community service under the Chief of Police's supervision.

Police Personnel – Those officers and/or authorized individuals, as designated by the Chief of Police, assigned to guard the inmates during their participation on the litter removal crew.

II. SPECIFIC RECITALS:

In furtherance of this Agreement:

THE MTC WILL:

1. furnish the highway routes and instructions on where inmates will pick up litter;
2. furnish trash bags, safety vests, gloves, and advisory signs; and
3. reimburse the City for costs associated with the execution of this Agreement, including reimbursement to the City for the actual cost of the Police Personnel assigned to this duty, not to exceed \$15.00 per hour, not to exceed \$50,000 per state fiscal year unless expressly authorized in writing by MTC,

and in addition thereto, reimburse the City for travel expenses calculated at the State of Mississippi current mileage rate for transporting inmates to and from the work site.

THE CHIEF OF POLICE WILL:

1. furnish inmates to pick up litter or perform maintenance activities on the MTC's maintained highway system or other MTC property within the City;
2. furnish supervision of all inmates by Police Personnel;
3. furnish transportation for transporting inmates to and from the work site;
4. furnish lunch for all inmates;
5. furnish a minimum of a seven (7) hour workday, which includes all breaks and lunch;
6. place MTC-furnished advisory traffic signs in advance of the work sites pursuant to the MUTCD;
7. be responsible for all MTC-furnished equipment, signs, etc.;
8. place filled litter bags along the shoulder of the highway/street, pick up and dispose of same; and
9. provide invoices to the District Engineer covering the services outlined in this MOU for review.

THE CITY WILL:

1. approve all necessary expenses incurred by the Chief of Police in fulfilling the terms of this MOU;
2. adjust the budget of the Chief of Police to allow for sufficient resources to be available for use in implementing the terms of this MOU; and
3. provide MTC with appropriate accounting of all costs incurred in the execution of the terms of this MOU.

III. GENERAL RECITALS:

A. NOTICE AND COMMUNICATION:

Any formal notice required under this Agreement shall be made to the appropriate party at the following addresses:

Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS, 39125

City of Starkville
110 West Main Street
Starkville Mississippi 39759

City of Starkville Police Department
101 E Lampkin Street
Starkville, Mississippi 39759

Informal Communication between the Chief of Police and MTC shall be directly with each other.
There shall be no communication through inmates.

B. AMENDMENTS:

This MOU may only be amended in writing as mutually agreed upon by the parties in writing.

C. TERMINATION:

This MOU may be terminated by any of the parties by giving sixty (60) days prior written notice to the other.

D. SEVERABILITY:

Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi, or the United States of America, to the extent that it is reasonably possibly to do so, the remainder of this Agreement shall remain in full force and effect.

E. LIABILITY:

It is further understood and agreed by both parties that the Chief of Police shall maintain full custody and control of all inmates involved in the above-mentioned work and shall be responsible for all inmate conduct and/or actions. MTC shall in no way whatsoever be responsible for any such inmate conduct and/or actions.

F. RELATIONSHIP OF THE PARTIES:

While performing the duties anticipated by this Agreement, the Chief of Police and the Police Personnel, the City, and the inmates are not officers, agents, or employees of MTC or MDOT. The said individuals shall not be entitled to any worker's compensation, unemployment compensation benefits, personal leave or medical insurance whatsoever. It is further understood that the consideration expressed herein constitutes the full and complete compensation for all services and performances hereunder, and that any sum due and payable to the City shall be paid as a gross sum with no withholdings or deductions being made by MTC for any purpose. This Agreement shall not inure in any manner to the benefit of any party other than the undersigned.

G. AUTHORITY:

The undersigned hereby execute this MOU and assure that the authority to execute this Agreement has been granted by the appropriate governing bodies.

**MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

Brad White, Executive Director

Date

CITY OF STARKVILLE, MISSISSIPPI

D. Lynn Spruill, Mayor

5-07-2024
Date

9. CONSIDERATION OF APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF STARKVILLE, OKTIBBEHA COUNTY AND THE STARKVILLE LIBRARY BOARD OF TRUSTEES.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the interlocal agreement between the City of Starkville, Oktibbeha County and the Starkville Library Board of Trustees to establish the management and operation of the library system setting the term and responsibilities” is enumerated, this consent item is thereby approved. The Interlocal Agreement follows this page.

10. CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY OF STARKVILLE TO COMMIT FUNDS OTHER THAN CDBG FUNDS TO A PROJECT UNDER THE MISSISSIPPI COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR THE PROPOSED PUBLIC FACILITIES SEWER IMPROVEMENTS PROJECT AT HENDERSON AND SAND ROADS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution authorizing the City of Starkville to commit funds other than CDBG funds to a project under the CDBG program for the proposed public facilities sewer improvements project at Henderson and Sand roads” is enumerated, this consent item is thereby approved.

**A RESOLUTION
AUTHORIZING THE CITY OF STARKVILLE
TO COMMIT FUNDS OTHER THAN CDBG FUNDS
TO A PROJECT UNDER THE
MISSISSIPPI COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM**

WHEREAS, the State of Mississippi has funds available under the Mississippi Community Development Block Grant (CDBG) Program for cities, towns and counties to address public facilities and economic development needs; and

WHEREAS, citizens of the City of Starkville have specific community development needs and problems which can be corrected or alleviated by using grant funds under the Mississippi Community Development Block Grant Program; and

WHEREAS, the City of Starkville Mayor and Board of Aldermen intend to leverage CDBG Public Facilities funds with other funds provided by Starkville Utilities, in order to provide maximum use of program funds;

NOW, THEREFORE, BE IT RESOLVED, that the City of Starkville does hereby commit, matching funds for the project, not to exceed \$676,230 to be derived from Starkville Utilities, to leverage said CDBG funds for the proposed public facilities sewer improvements project (Henderson and Sand Roads Sewer Construction) to alleviate a threat to health and meet the threshold requirements of the CDBG program.

SO ORDERED, THIS 7th DAY OF MAY 2024, BY THE CITY OF STARKVILLE IN REGULAR SESSION.

CITY OF STARKVILLE

Attest:

Lynn Spruill, Mayor

Lesa Hardin, City Clerk

SEAL

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE OKTIBBEHA COUNTY
BOARD OF SUPERVISORS, AND THE LIBRARY BOARD OF TRUSTEES FOR THE
MANAGEMENT AND OPERATION OF THE STARKVILLE-OKTIBBEHA COUNTY PUBLIC
LIBRARY SYSTEM

THIS AGREEMENT, is made and entered into this date, by and between the City of Starkville, Mississippi ("City") and the Oktibbeha County Board of Supervisors ("County") and Board of Trustees of the Library System ("Library").

WITNESSETH

WHEREAS, the City and the County wish to provide quality library services to the residents of their respective entities; and

WHEREAS, the City and the County operating through MS Code § 39-3-8, (1972 as amended) agree to contract with each other to create, maintain and support a joint city-county public library system and have done so since June, 1995; and

WHEREAS, in compliance with the above statute, agreements and resolutions of the Library, the City and the County, a contract must be in effect for the provision of library services to the residents of the City of Starkville and Oktibbeha County outside of the municipal corporate limits of the City in return for certain consideration. and

WHEREAS, the City and County wish to comply with all applicable statutes and pertinent laws under the Mississippi Code for the purpose of continuing and updating the agreement and operations of the Starkville-Oktibbeha Public Library System.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. There shall be a single library director for the library system. Said library system director shall have such educational qualifications as are prescribed by the Mississippi Library Commission and approved by the Library Board of Trustees.

2. The Director of the Library shall administer and establish procedures according to policies established by the administrative Library Board of Trustees.

3. The Director's duties shall include: (a) employment of staff with the approval of the Library Board. (b) develop staff duties and manage staff in the performance of such duties (c) removal of staff for cause (d) preparation of the budget (e) financial and statistical management (f) reporting to the Library Board of Trustees (g) other duties appropriate to the orderly and efficient administration of the library system.

4. The Starkville Oktibbeha Public Library System shall comply with all pertinent laws under MS Code § 39-3-1 et. Seq. (1972 as amended).

5. The joint city/county public library system shall include Maben and Sturgis library facilities.

6. The Library shall provide library services to the joint service area. Residents living outside the defined service area wishing to use the library shall be required to pay an annual fee for library service as the Library Board of Trustees deems appropriate.

7. The Library may be supported by such annual tax levy not to exceed three (3) mills from the City of Starkville, as the Mayor and Aldermen may in their discretion from time to time establish. The Library may be supported by such annual tax levy not to exceed four (4) mills which the Board of Supervisors of Oktibbeha County may in its discretion make from its funds for the support, upkeep and maintenance of the Library in accordance with MS Code § 39-3-5 (1972 as amended). The Library may also be funded by any grants or appropriations available from the State of Mississippi or the federal government.

8. The Library Board of Trustees shall be responsible for all maintenance including utilities and insurance of the library buildings and for the operations and maintenance of library services.

9. The City of Starkville shall be responsible for the capital expenditures which include but are not limited to such items as roof replacement and major repairs, HVAC replacement and major repairs defined as being over \$5,000.00. Any repairs to the facilities for Maben or Sturgis are the responsibility of the County or the respective municipality.

10. The management and control of the library system shall be vested in one Board of Trustees according to MS Code § 39-3-15 (1972 as amended), with said board to consist of six (6) members, three (3) of which are appointed by the City of Starkville and three (3) of which are appointed by the Oktibbeha County Board of Supervisors. All members of the Board of Trustees shall also serve as members of the administrative board. The members shall serve staggered five (5) year terms. Vacancies shall be filled for the unexpired terms in the same manner in which the member of the board was first appointed. No trustee shall receive a salary or other compensation for service; provided, however, that all trustees shall be reimbursed for their necessary traveling expenses and mileage incident to their attendance upon the business of the Board of Trustees and the Library. The Director shall have the powers and responsibilities as provided in MS Code §25-3-42 (1972 as amended).

11. The Board of Trustees of the Library with the prior written consent of the governing authorities of the City of Starkville and Oktibbeha County may contract with the governing authorities of the following entities to receive library service: 1) Any municipality or county which is aiding and maintaining or supporting a public library or which desires to aid in providing public library service for that portion of Oktibbeha County who reside within the said municipality to participate in the library system 2) Any neighboring regional public library system. This participation shall be on the same terms as may be agreed upon among the governing authorities of the municipality, county and/or regional library system.

12. The term of this agreement shall be for fifteen (15) with automatic renewal in five (5) year increments. The termination of said agreement by the parties shall be with 180 days notice submitted in writing to all parties to the agreement.

13. The Library Board of Trustees are charged with presenting the proposed annual

budget to the City of Starkville Mayor and Board of Aldermen and the Oktibbeha County Board of Supervisors no later than July 1 of the calendar year.

14. In case of dissolution of the Starkville-Oktibbeha County Public Library System, title to the lands and buildings is and shall remain vested in the City of Starkville, Town of Maben and Town of Sturgis. All other assets including library books and materials, furniture and equipment shall be divided by a committee composed of one (1) trustee representing each governing body and two (2) persons selected by the Mississippi Library Commission.

WITNESS THE SIGNATURES of the parties hereto on this the 8th day of

May, 2024.

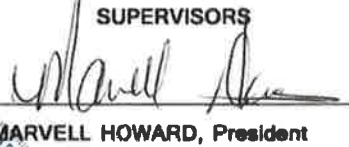
CITY OF STARKVILLE

OKTIBBEHA COUNTY BOARD OF
SUPERVISORS

By:


D. LYNN SPRUILL, Mayor

By:


MARVELL HOWARD, President

Attest:


LESA HARDIN, Clerk
City of Starkville, Mississippi




SHARON LIVINGSTON, Chancery Clerk
Oktibbeha County, Mississippi

By:


DAVID GARRAWAY, Chair
Library Board of Trustees

11. CONSIDERATION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE \$5,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2024 (STREET IMPROVEMENTS PROJECT), OF THE CITY OF STARKVILLE, MS; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of Resolution of the Mayor and Board of Aldermen of the City of Starkville, MS, acknowledging and approving the sale and award of the \$5,000,000 General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), of the City of Starkville, MS; and for related purposes” is enumerated, this consent item is thereby approved. The Bond Resolution follows this page.

12. CONSIDERATION OF AMENDING THE LEASE WITH ENTERPRISE FLEET MANAGEMENT TO INCLUDE 2 TRUCKS FOR STREET, 1 TRUCK FOR PARK / RECREATION, 1 TRUCK FOR LANDSCAPE AND 1 TRUCK FOR FIRE AT A TOTAL ANNUAL COST OF \$57,598.00 FOR FIVE YEARS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to amend the lease with Enterprise Fleet Management, to include 5 vehicles for an annual vehicle cost of \$57,598 for 5 years” is enumerated, this consent item is thereby approved.

- (1) 2023 Dodge Ram Crew Cab 2500 Model / 5 year lease 001-301-640-398: Street Department
- (1) 2023 Dodge Ram Regular Cab 2500 Model / 5 year lease 001-301-640-398: Street Department
- (1) 2023 Dodge Ram Crew Cab 2500 Model / 5 year lease 001-261-640-398: Fire Department
- (1) 2023 Dodge Ram Crew Cab 1500 Model / 5 year lease 022-322-640-398: Landscape Department
- (1) 2023 Dodge Ram Crew Cab 1500 Model / 5 year lease 375-551-640-398: Park and Recreation Department

13. APPROVAL OF THE LOWER OF TWO QUOTES RECEIVED FOR A 15 TON RTU REPLACEMENT FROM BRISLIN INC, IN THE AMOUNT OF \$34,945.00, FOR THE STARKVILLE-OKTIBBEHA COUNTY PUBLIC LIBRARY BUILDING, TO BE PURCHASED IF A PENDING DONATION IS NOT RECEIVED.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the lower of two quotes received for a 15 Ton RTU replacement from Brislin Inc, in the amount of \$34,945.00, to be purchased if a pending donation is not received” is enumerated, this consent item is thereby approved.

Two Quotes: McClain - \$37,220.00 and Brislin - \$34,945.00

14. APPROVAL OF CALLING FOR TWO PUBLIC HEARINGS TO AMEND THE MUNICIPAL CODE OF STARKVILLE, MISSISSIPPI, TO UPDATE THE FIRE PREVENTION AND PROTECTION SECTION AND ADD THE RIGHT-OF-WAY PROTECTION SECTION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of calling for two public hearings to amend The Municipal Code of Starkville, Mississippi, to update the Fire Prevention and Protection section and add the Right-of-Way Protection section” is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE \$5,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2024 (STREET IMPROVEMENTS PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI; AND FOR RELATED PURPOSES.

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

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

“Act” shall mean, together, Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended, and Sections 27-67-1 *et seq.*, Mississippi Code of 1972, as amended (the “Infrastructure Modernization Act”).

“Bond” or “Bonds” shall mean the General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), of the Municipality, authorized to be issued in the maximum principal amount of \$5,000,000, and directed to be issued in the Bond Resolution.

“Bond Resolution” shall mean, together, the resolutions of the Governing Body authorizing and directing the issuance of the Bonds, adopted May 17, 2022, June 21, 2022, and March 19, 2024.

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

“Mayor” shall mean the Mayor of the Municipality.

“Paying Agent” shall mean U. S. Bank Trust Company, National Association, which shall serve as paying agent, transfer agent, and registrar for the Bonds.

“Underwriter” shall mean Robert W. Baird & Co., Inc., the successful bidder for the Bonds.

All capitalized terms not otherwise defined herein will have the meaning set forth in the Bond Resolution.

2. The Governing Body on March 19, 2024, did adopt a resolution directing that the Bonds be offered for sale on sealed bids.

3. As directed by the Bond Resolution and as required by Section 31-19-25, Mississippi Code of 1972, as amended, the Notice of Bond Sale (the “Notice”) was duly published in the *Starkville Daily News*, a newspaper published in 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 Notice having been published in the newspaper at least 2 times, the publication having been made in the newspaper on April 23, 2024, and April 30, 2024, and the first publication

having been made at least 10 days preceding Tuesday, May 7, 2024, all as shown by the proof of publication of the Notice attached hereto as **Attachment A**.

4. The City Clerk, acting on behalf of the Governing Body, did appear at City Hall in the Municipality at 11:00 am on Tuesday, May 7, 2024, to receive bids.

5. At the time and place, six bids for the Bonds, attached hereto as **Attachment B**, were received, examined, and should be considered by the Governing Body, the bids having heretofore been presented by and being on file with the City Clerk.

6. The Governing Body finds and determines that the lowest and best bid made for the Bonds on the basis of the lowest true interest cost over the life of the Bonds was made by the Underwriter, and further finds that the bid was accompanied by a wire transfer or a cashier's check, certified check, or exchange, payable to the Governing Body in the amount of \$100,000, and issued or certified by a bank, as a guaranty that the bidder would carry out its contract and purchase the Bonds if its bid be accepted.

7. The Governing Body further authorizes the City Clerk to endorse upon a copy or duplicate of the highest and best offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

8. Pursuant to the Notice, the Governing Body may designate a paying agent for the Bonds.

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

SECTION 1. Notice of Bond Sale. The terms and provisions of the Notice are hereby made a part of this resolution as though set forth in full herein.

SECTION 2. Award of Bonds. The award of the sale of the Bonds to the Underwriter in accordance with the offer submitted to the Municipality and attached hereto as **Attachment C** is hereby acknowledged, confirmed, and approved.

SECTION 3. Notation of Acceptance. The City Clerk is authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

SECTION 4. Good Faith Deposits. The return of the good faith deposits from all unsuccessful bidders upon their respective receipts is approved, and the good faith deposit deposited by the Underwriter shall be retained by the Municipality as a guaranty that the Underwriter will carry out its contract and purchase the Bonds. If the Underwriter fails to purchase the Bonds pursuant to its bid and contract, the amount of such good faith deposit shall be retained by the Municipality as liquidated damages for such failure.

SECTION 5. Bond Details. The Bonds will be registered as to both principal and interest; will be dated and bear interest, calculated on the 30/360 basis, from May 23, 2024; will be issued on May 23, 2024; shall be delivered in definitive form as registered bonds; will be issued in the

denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one upward in the order of issuance; will be payable, both as to principal and interest, in lawful money of the United States of America to the Paying Agent; will bear interest, calculated on the 30/360 basis, from the date thereof, payable on payable on February 1, 2025, and semiannually thereafter on February 1 and August 1 of each year; and shall mature serially and become due and payable, without option of prior payment as heretofore provided in the Notice, on February 1 in the years and principal amounts and at the rates as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2025	\$355,000	5.00%
2026	\$420,000	5.00%
2027	\$440,000	5.00%
2028	\$465,000	5.00%
2029	\$485,000	5.00%
2030	\$510,000	5.00%
2031	\$540,000	5.00%
2032	\$565,000	5.00%
2033	\$595,000	5.00%
2034	\$625,000	5.00%

SECTION 6. Paying Agent. The Governing Body hereby approves the Paying Agent. The Mayor and the City Clerk are hereby authorized to execute any required documentation necessary for such purpose.

SECTION 7. Repealer. All orders, resolutions, or proceedings of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict.

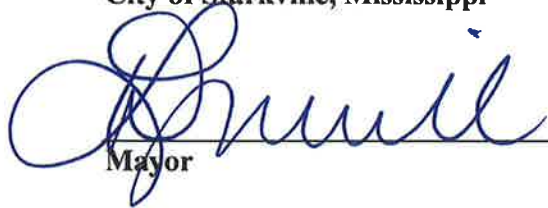
SECTION 8. Effective Date. For cause, this resolution shall become effective immediately upon the adoption thereof.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, May 7, 2024.

City of Starkville, Mississippi


Mayor

ATTEST:


City Clerk



Attachment A

Proof of Publication

Starkville Daily News

April 23, 2024, and April 30, 2024

AFFP

NOTICE OF BOND SALE Street

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Ashley Doss, being duly sworn, says:

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

April 23, 2024, April 30, 2024

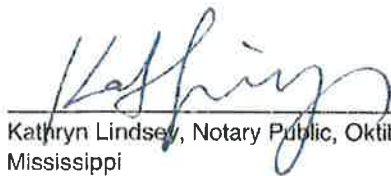
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 30th day of April 2024.



Kathryn Lindsey, Notary Public, Oktibbeha County, Mississippi

My commission expires: July 23, 2027

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

00001631 00104059

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

NOTICE OF BOND SALE

\$5,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2024
(STREET IMPROVEMENTS PROJECT)
CITY OF STARKVILLE,
MISSISSIPPI

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive bids, which may be in electronic form, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of \$5,000,000 General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), of the Municipality (the "Bonds") on Tuesday, May 7, 2024, until the hour of 11:00 a.m. C.D.T.

The City Clerk of the Municipality (the "City Clerk") will act on behalf of the Governing Body to receive bids at the aforesaid date, time, and place. Immediately following 11:00 a.m. C.D.T., on Tuesday, May 7, 2024, the bids will be publicly opened and read, for consideration by the Governing Body at their regular meeting at 5:30 p.m. C.D.T. on Tuesday, May 7, 2024. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

THE BONDS: The Bonds will be registered as to both principal and interest; will be dated and bear interest, calculated on the 30/360 basis, from May 23, 2024; will be issued on May 23, 2024; will be delivered in definitive form as registered bonds; will be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from 1 upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest, calculated on the 30/360 basis, from the date thereof, payable on February 1, 2025, and semiannually thereafter on February 1 and August 1 of each year, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale (this "Notice").

MATURITIES: The Bonds will mature serially, without option of prior payment, on February 1 in each of the years and amounts as follows:

YEAR	AMOUNT
2025	\$355,000
2026	\$420,000
2027	\$440,000
2028	\$465,000
2029	\$485,000
2030	\$510,000
2031	\$540,000
2032	\$565,000
2033	\$595,000
2034	\$625,000

REDEMPTION: The Bonds are not subject to redemption prior to their respective maturities.

REVISED MATURITY SCHEDULE AND/OR BID PARAMETERS: The aggregate principal amount of each series of the Bonds (the "Preliminary Aggregate Principal Amount") and the annual principal amounts of each series of the Bonds (the "Preliminary Annual Principal Amounts" and collectively, with reference to the Preliminary Aggregate Principal Amounts, the "Preliminary Amounts") set forth in this Notice may be revised before the viewing of bids for the purchase of the Bonds, as may the bid parameters set forth herein. Any such revisions (in case of revised principal amounts, the "Revised Aggregate Principal Amount", the "Revised Annual Principal Amounts" and the "Revised Amounts") WILL BE GIVEN BY NOTIFICATION PUBLISHED ON www.I-dealProspectus.com NOT LATER THAN 4:

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

CHANGES TO MATURITY SCHEDULE: The Municipality intends, but is not obligated, to adjust the Revised Aggregate Principal Amount of each series of Bonds and the Revised Annual Principal Amount of each series of Bonds in such manner as to produce approximately level debt service in years 2025 to 2034. The Municipality reserves the right to change the Revised Aggregate Principal Amount of each series of Bonds and the Revised Annual Principal Amounts of each series of Bonds after determination of the winning bidder(s), by increasing or decreasing such Revised Aggregate Principal Amounts and such Revised Annual Principal Amounts by up to 30%. The maximum amount of the Bonds will not exceed \$5,000,000. No changes beyond those disclosed above will be made without the consent of the applicable Successful Bidder. Such changes, if any, will determine the final annual principal amount of each maturity of each series of Bonds (the "Final Annual Principal Amounts") and the final aggregate principal amount of each series of Bonds (the "Final Aggregate Principal Amount"). The dollar amount bid by the successful bidder for each series of Bonds will be adjusted to reflect any adjustments in the Final Aggregate Principal Amount of such series of Bonds. The interest rates specified by the successful bidder for the various maturities at the initial reoffering prices will not change. A SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BIDS OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS.

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

BASIS OF AWARD: If an award is made, the Bonds will be awarded to the bidder whose bid results in the lowest true interest cost to the Municipality for such Bonds as determined by reference to the Revised Aggregate Principal Amounts, prior to post-sale adjustments, as discussed in the paragraph above. The lowest true interest cost will be calculated as that rate which when used in computing the present worth of all payments of principal and interest on the Bonds (compounded semi-annually from the dated date of such Bonds) produces a value equal to the purchase price of such Bonds. Each bidder is required to specify its calculation of the true interest cost resulting from its bid, but such information shall not be treated as part of its proposal. In the event that two or more of the bidders offer to purchase the Bonds at the same lowest true interest cost, the Governing Body shall determine in their sole discretion (but in accordance with fact) which of the bidders shall be awarded such series of Bonds. The Governing Body reserves the right to waive any irregularity or informality in any bid, and to reject any or all bids, and notice of rejection of any bid will be made promptly. Unless all bids are rejected, award of the Bonds will be made by the Governing Body on the sale date.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Sections 21-33-301 et seq., Mississippi Code of 1972, as amended, and other applicable laws of the State (together, the "Act"), and the resolutions authorizing and directing the issuance of the Bonds adopted by the Governing Body on May 17, 2022, June 21, 2022, and March 19, 2024 (together, the "Bond Resolution"), and shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the

Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the Municipality on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Bond Resolution. Provided, however, any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund, including, but 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.

PURPOSE: The Bonds are being issued to provide funds for the purpose of erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; 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 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds (the "Authorized Purposes").

FORM OF BIDS: Bids should be addressed to the Governing Body and should be plainly marked "Bid for \$5,000,000 General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), of the City of Starkville, Mississippi." All bids should be submitted in substantially the form prepared by the Municipality as the Official Bid Form. A copy of the Official Bid Form may be obtained from the City Clerk at l.hardin@cityofstarkville.org, from Stephens Inc., Ridgeland, Mississippi (the "Municipal Advisor"), at max.neely@stephens.com, or from Watkins & Eager PLLC, Jackson, Mississippi ("Bond Counsel") at bdavis@watkinseager.com.

Electronic bids for the Bonds must be submitted to PARITY® via the BiDCOMP Competitive Bidding System. An electronic bid made through the facilities of BiDCOMP/PARITY® shall be deemed an offer to purchase in response to this Notice and shall be binding upon the bidder as if made by a signed sealed written bid made to the Municipality. To the extent any instructions or directions set forth in BiDCOMP/PARITY® conflict with the terms of this Notice, this Notice shall prevail. The Municipality shall not be responsible for any malfunction or mistake made by or as a result of the use of electronic bidding facilities. The use of such facilities is at the sole risk of the bidders. Subscription to I-Deal's BiDCOMP/PARITY® Competitive Bidding System by a bidder is required in order to submit an electronic bid. The Municipality will not confirm any subscription or be responsible for the failure of any prospective bidder to subscribe. Both written bids and electronic bids must be unconditional and received by the Municipality and/or BiDCOMP/PARITY®, respectively, on or before 11:00 a.m., C.D.T., on Tuesday, May 7, 2024, as stated above. The Municipality is not liable for any costs incurred in the preparation, delivery, acceptance, or rejection of any bid.

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

INTEREST RATE AND BID RESTRICTIONS: The Bonds will not bear a greater overall maximum interest rate to maturity than 11% per annum, nor will the interest rate for any one maturity exceed 11% per annum. No Bond will bear more than 1 rate of interest; each Bond will bear interest, calculated on the 30/360 basis, from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity will bear the same rate of interest from date to maturity; and the lowest interest rate specified will not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1% and a 0% rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a wire transfer, cashier's check, certified check, or exchange, issued or certified by a bank, payable to the "Mayor and Board of Aldermen of the City of Starkville, Mississippi," in the amount of \$100,000 as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All wire transfers, cashier's checks, certified checks, or exchanges of unsuccessful bidders will be returned immediately after award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith deposit will be

retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

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

AWARD OF BONDS: If an award of the Bonds is made, the Bonds will be awarded to the bidder whose bid results in the lowest true interest cost to the Municipality. The lowest true interest cost of the Bonds will be calculated as that rate which when used in computing the present worth of all payments of principal and interest on the Bonds (compounded semi-annually from the dated date of the Bonds) produces a value equal to the purchase price of the Bonds. For the purpose of calculating the true interest cost, the principal amount of any term bonds scheduled for mandatory sinking fund redemption (if any) shall be treated as a serial maturity in each year. Each bidder is required to specify its calculation of the true interest cost resulting from its bid, but such information shall not be treated as part of its proposal. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time, and the Governing Body will give a verbal notice to the winning bidder, if any, within approximately one hour of such decision.

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

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

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

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

LEGAL OPINION; CLOSING DOCUMENTS: The Bonds are offered subject to the

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

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

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

ISSUE PRICE: The successful bidder shall assist the Municipality in establishing the issue price of the Bonds and shall execute and deliver to the Municipality at the closing for the Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, in a form reasonably required by the Municipality and Bond Counsel. The Municipality intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because: (a) the Municipality shall disseminate this Notice to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (b) all bidders shall have an equal opportunity to bid; (c) the Municipality may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (d) the Municipality anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice. Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. In the event that the competitive sale requirements are not satisfied, the Municipality shall advise the winning bidder. The Municipality shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price on that maturity applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Municipality if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Municipality will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds. If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the Municipality the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing of the Bonds has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold. By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity

by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires. Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for the purposes of this Notice. Further, for purposes of this Notice: (a) "public" means any person other than an underwriter or a related party, (b) "underwriter" means (A) any person that agrees pursuant to a written contract with the Municipality (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (c) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (d) "sale date" means the date that the Bonds are awarded by the Municipality to the winning bidder.

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

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

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on March 19, 2024.

City of Starkville, Mississippi
/s/ Lesa D. Hardin, City Clerk

Publish:
April 23, 2024, and April 30, 2024

Attachment B

Submitted Bids



Parity Calendar

Deal List

MuniIC

11:00:17 a.m. CDST

Upcoming Calendar

Overview

Compare

Summary

Bid Results

Starkville
\$5,000,000 General Obligation Public Improvement Bonds,
Series 2024 (Street Improvements Project)

The following bids were submitted using **PARITY**[®] and displayed ranked by lowest TIC.
 Click on the name of each bidder to see the respective bids.

Bid Award*	Bidder Name	TIC
☐	Robert W. Baird & Co., Inc.	3.140492
☐	Raymond James & Associates, Inc.	3.300686
☐	Stifel, Nicolaus & Co., Inc.	3.328455
☐	FHN Financial Capital Markets	3.337650
☐	Crews & Associates, Inc.	3.339199
☐	Duncan-Williams, Inc.	3.551173

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

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Parity Calendar

Deal List

MuniIC

[Upcoming Calendar](#)
[Overview](#)
[Result](#)
[Excel](#)
[Print](#)

Robert W. Baird & Co., Inc. - Milwaukee , WI's Bid



Starkville
\$5,000,000 General Obligation Public Improvement Bonds,
Series 2024 (Street Improvements Project)

For the aggregate principal amount of \$5,000,000.00, we will pay you \$5,467,079.50, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	355M	5.0000	3.5400	100.979
02/01/2026	420M	5.0000	3.3100	102.748
02/01/2027	440M	5.0000	3.1700	104.676
02/01/2028	465M	5.0000	3.0200	106.858
02/01/2029	485M	5.0000	2.9500	108.911
02/01/2030	510M	5.0000	2.9300	110.770
02/01/2031	540M	5.0000	2.9000	112.680
02/01/2032	565M	5.0000	2.9100	114.302
02/01/2033	595M	5.0000	2.9200	115.856
02/01/2034	625M	5.0000	2.9400	117.254

Total Interest Cost: \$1,410,472.22
 Premium: \$467,079.50
 Net Interest Cost: \$943,392.72
 TIC: 3.140492
 Time Last Bid Received On: 05/07/2024 10:48:35 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Robert W. Baird & Co., Inc., Milwaukee , WI
 Contact: Peter Anderson
 Title:
 Telephone: 414-765-7331
 Fax:

Issuer Name: City of Starkville Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____



Parity Calendar

Deal List

MuniIC

[Upcoming Calendar](#)
[Overview](#)
[Result](#)
[Excel](#)
[Print](#)

Raymond James & Associates, Inc. - Memphis , TN's Bid



Starkville
\$5,000,000 General Obligation Public Improvement Bonds,
Series 2024 (Street Improvements Project)

For the aggregate principal amount of \$5,000,000.00, we will pay you \$5,424,357.80, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	355M	5.0000	3.6000	100.938
02/01/2026	420M	5.0000	3.4000	102.599
02/01/2027	440M	5.0000	3.2600	104.440
02/01/2028	465M	5.0000	3.1200	106.498
02/01/2029	485M	5.0000	3.0700	108.364
02/01/2030	510M	5.0000	3.0600	110.054
02/01/2031	540M	5.0000	3.0500	111.714
02/01/2032	565M	5.0000	3.0700	113.124
02/01/2033	595M	5.0000	3.0900	114.452
02/01/2034	625M	5.0000	3.1000	115.792

Total Interest Cost: \$1,410,472.22
 Premium: \$424,357.80
 Net Interest Cost: \$986,114.42
 TIC: 3.300686
 Time Last Bid Received On: 05/07/2024 10:57:15 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Raymond James & Associates, Inc., Memphis , TN
 Contact: Lisa Donnelly
 Title: SVP
 Telephone: 901-579-4518
 Fax: 901-579-4465

Issuer Name: City of Starkville Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____



Parity Calendar

Deal List

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[Overview](#)
[Result](#)
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Stifel, Nicolaus & Co., Inc. - Birmingham , AL's Bid



Starkville
\$5,000,000 General Obligation Public Improvement Bonds,
Series 2024 (Street Improvements Project)

For the aggregate principal amount of \$5,000,000.00, we will pay you \$5,417,000.50, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	355M	5.0000	3.6300	100.918
02/01/2026	420M	5.0000	3.5100	102.417
02/01/2027	440M	5.0000	3.3300	104.256
02/01/2028	465M	5.0000	3.1800	106.283
02/01/2029	485M	5.0000	3.1700	107.910
02/01/2030	510M	5.0000	3.1500	109.562
02/01/2031	540M	5.0000	3.1200	111.266
02/01/2032	565M	5.0000	3.1300	112.686
02/01/2033	595M	5.0000	3.1400	114.043
02/01/2034	625M	5.0000	3.1500	115.339

Total Interest Cost: \$1,410,472.22
 Premium: \$417,000.50
 Net Interest Cost: \$993,471.72
 TIC: 3.328455
 Time Last Bid Received On: 05/07/2024 10:52:13 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Stifel, Nicolaus & Co., Inc., Birmingham , AL
 Contact: Eric Green
 Title:
 Telephone: 205-949-3513
 Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____



Parity Calendar

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FHN Financial Capital Markets - New York , NY's Bid



Starkville
\$5,000,000 General Obligation Public Improvement Bonds,
Series 2024 (Street Improvements Project)

For the aggregate principal amount of \$5,000,000.00, we will pay you \$5,414,567.65, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	355M	5.0000	3.5000	101.007
02/01/2026	420M	5.0000	3.3000	102.765
02/01/2027	440M	5.0000	3.2000	104.597
02/01/2028	465M	5.0000	3.0500	106.750
02/01/2029	485M	5.0000	3.0000	108.683
02/01/2030	510M	5.0000	3.0000	110.384
02/01/2031	540M	5.0000	3.0000	112.035
02/01/2032	565M	5.0000	3.0500	113.270
02/01/2033	595M	5.0000	3.0800	114.534
02/01/2034	625M	5.0000	3.1000	115.792

Total Interest Cost: \$1,410,472.22
 Premium: \$414,567.65
 Net Interest Cost: \$995,904.57
 TIC: 3.337650
 Time Last Bid Received On: 05/07/2024 10:57:53 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: FHN Financial Capital Markets, New York , NY
 Contact: Robert McCraw
 Title:
 Telephone: 212-418-5020
 Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____



Parity Calendar

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Crews & Associates, Inc. - Little Rock , AR's Bid

Starkville
\$5,000,000 General Obligation Public Improvement Bonds,
Series 2024 (Street Improvements Project)

For the aggregate principal amount of \$5,000,000.00, we will pay you \$5,414,157.95, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	355M	5.0000	3.5500	100.973
02/01/2026	420M	5.0000	3.3500	102.682
02/01/2027	440M	5.0000	3.2500	104.466
02/01/2028	465M	5.0000	3.1500	106.390
02/01/2029	485M	5.0000	3.0500	108.455
02/01/2030	510M	5.0000	3.0500	110.109
02/01/2031	540M	5.0000	3.0500	111.714
02/01/2032	565M	5.0000	3.1000	112.905
02/01/2033	595M	5.0000	3.1300	114.125
02/01/2034	625M	5.0000	3.1500	115.339

Total Interest Cost: \$1,410,472.22
 Premium: \$414,157.95
 Net Interest Cost: \$996,314.27
 TIC: 3.339199
 Time Last Bid Received On: 05/07/2024 10:50:07 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Crews & Associates, Inc., Little Rock , AR
 Contact: Katie Eisenhart
 Title:
 Telephone: 501-978-7994
 Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

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Duncan-Williams, Inc. - Memphis , TN's Bid



Starkville
\$5,000,000 General Obligation Public Improvement Bonds,
Series 2024 (Street Improvements Project)

For the aggregate principal amount of \$5,000,000.00, we will pay you \$5,110,784.75, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	355M	4.0000	3.6500	100.231
02/01/2026	420M	4.0000	3.4500	100.890
02/01/2027	440M	4.0000	3.3500	101.654
02/01/2028	465M	4.0000	3.2000	102.759
02/01/2029	485M	4.0000	3.1500	103.674
02/01/2030	510M	4.0000	3.1700	104.285
02/01/2031	540M	4.0000	3.1800	104.902
02/01/2032	565M	4.0000	3.2000	105.410
02/01/2033	595M	4.0000	3.2500	105.634
02/01/2034	625M	4.0000	3.3000	105.760

Total Interest Cost: \$1,128,377.78
 Premium: \$110,784.75
 Net Interest Cost: \$1,017,593.03
 TIC: 3.551173
 Time Last Bid Received On: 05/07/2024 10:55:01 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Duncan-Williams, Inc., Memphis , TN
 Contact: Angela Himelright
 Title:
 Telephone: 901-260-6819
 Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

Attachment C

Accepted Bid



Parity Calendar

Deal List

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Robert W. Baird & Co., Inc. - Milwaukee , WI's Bid



Starkville
\$5,000,000 General Obligation Public Improvement Bonds,
Series 2024 (Street Improvements Project)

For the aggregate principal amount of \$5,000,000.00, we will pay you \$5,467,079.50, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
02/01/2025	355M	5.0000	3.5400	100.979
02/01/2026	420M	5.0000	3.3100	102.748
02/01/2027	440M	5.0000	3.1700	104.676
02/01/2028	465M	5.0000	3.0200	106.858
02/01/2029	485M	5.0000	2.9500	108.911
02/01/2030	510M	5.0000	2.9300	110.770
02/01/2031	540M	5.0000	2.9000	112.680
02/01/2032	565M	5.0000	2.9100	114.302
02/01/2033	595M	5.0000	2.9200	115.856
02/01/2034	625M	5.0000	2.9400	117.254

Total Interest Cost: \$1,410,472.22
 Premium: \$467,079.50
 Net Interest Cost: \$943,392.72
 TIC: 3.140492
 Time Last Bid Received On: 05/07/2024 10:48:35 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Robert W. Baird & Co., Inc., Milwaukee , WI
 Contact: Peter Anderson
 Title:
 Telephone: 414-765-7331
 Fax:

Issuer Name: City of Starkville

Company Name: _____

Accepted By:

Lesa Hardin
City Clerk/CFO

Accepted By: _____

Date:

5-7-2024

Date: _____

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**[Cust Inc Wire Advice - eMail] Message ID:240507081720F20j Advice Code:INCSADEM**

From: wireroom@trustmark.com
To: WIRE@WATKINSEAGER.COM
Cc:
Sent: 5/7/2024 8:18:00 AM

From: US BANK WI MILW Wire Transfer Dept.

This funds transfer was received on 2024-05-07, for \$100,000.00.
The funds have been CREDITED to account # *****5641.

Sender:

Name : US BANK WI MILW
ABA # : 075000022
Reference # : 240507B009NH
Received from : ROBERT W BAIRD AND CO INC
By Order Of : ROBERT W BAIRD AND CO INC

OMAD Reference # : 20240507F5QCZ78C00003405070854FT01

Additional Funds Transfer Information:

Beneficiary: WATKINS AND EAGER PLLC TRUST ACCOUN

Beneficiary Bank:

Originator Info: ROBERT W BAIRD AND CO INC

Originator Bank: ROBERT W BAIRD AND CO INC

Originator Bank Info: GOOD FAITH DEPOSIT

Bank to Bank and all other FRB info fields: {6500}68484*

This note was generated by a service machine. Please do not respond to this email. If you have any questions, please contact our Wire Transfer Support Team at 1.800.208.5115.

15. CONSIDERATION OF TRAVEL FOR BUILDING OFFICIAL STEIN MCMULLEN TO ATTEND THE NATIONAL ADA SYMPOSIUM IN MINNEAPOLIS, MN, ON JUNE 9TH -12TH, 2024, WITH ADVANCED TRAVEL AND REGISTRATION COSTS NOT TO EXCEED \$2,500.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval for Building Official Stein McMullen to attend the National ADA Symposium in Minneapolis, MN, with advanced travel and registration costs not to exceed \$2,500.00” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF APPROVING THE LOW QUOTE FROM BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF \$29,991.05 TO CONSTRUCT THE SPRING STREET SIDEWALK CONNECTOR PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Burns Dirt Construction, Inc. in the amount of \$29,991.05 to construct the Spring Street Sidewalk Connector project” is enumerated, this consent item is thereby approved.

Two quotes received: Burns Dirt - \$29,991.05 and T & M Steel - \$33,298.00

17. CONSIDERATION OF APPROVING THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$32,420.00 TO CONSTRUCT THE HIGHWAY 12 SIDEWALK CONNECTOR PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Groundstone Construction in the amount of \$32,420.00 to construct the Highway 12 Sidewalk Connector project” is enumerated, this consent item is thereby approved.

Two quotes received: Groundstone Construction - \$32,420.00 and Burns Dirt - \$42,254.43

18. CONSIDERATION OF APPROVAL OF GARVER, LLC ENGINEERING SERVICES CONTRACT FOR THE SPRING STREET SOUTH CONNECTOR TRANSPORTATION ALTERNATIVES (TA) PROJECT USING MDOT SMALL PURCHASE PROCEDURE; AND AUTHORIZATION FOR MAYOR TO EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of Garver, LLC Engineering Services Contract for the Spring Street South Connector Transportation Alternatives (TA) project using MDOT small purchase procedure; and authorization for Mayor to execute any necessary MDOT paperwork for this project in accordance with the MDOT Local Public Agencies (LPA) Manual” is enumerated, this consent item is thereby approved. The contract follows this page.

19. ACCEPTANCE OF BUDGET ADJUSTMENTS EFFECTIVE APRIL 30, 2024.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the proposed budget adjustments effective April 30, 2024” is enumerated, this consent item is thereby approved. The adjustments follow the Garver contract.



THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between the **City of Starkville, Mississippi** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

RECITALS

WHEREAS, Owner intends to improve the roadway and construct sidewalk improvements along Spring Street between Highway 12 and Locksley Way in Starkville, Mississippi (the "**Project**").

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. **Services.** Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. **Fee.** For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.



3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within forty-five (45) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within forty-five (45) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("**Amendment**"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3 Owner shall give prompt written notice to Garver whenever Owner observes or otherwise



becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4 Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5 Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6 GENERAL REQUIREMENTS

6.1 Standards of Performance.

- 6.1.1 Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2 Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3 On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4 Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5 Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.
- 6.1.6 In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly



do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2 Instruments of Service.

- 6.2.1 Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.
- 6.2.2 Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.
- 6.2.3 Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.
- 6.2.4 License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3 Opinions of Cost.

- 6.3.1 Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that



proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

- 6.3.2 Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4 Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5 Design without Construction Phase Services.

- 6.5.1 If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.6 Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall release Garver and Garver's subconsultants, and their Personnel from any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7 Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.



Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7 INSURANCE

7.1 Insurance.

7.1.1 Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2 Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8 DOCUMENTS

8.1 Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2 Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9 INDEMNIFICATION / WAIVERS

9.1 Indemnification.

9.1.1 Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2 [Not used]

9.1.3 In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2 Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1 The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2 Mutual Waiver. To the fullest extent permitted by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit



(actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3 Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, and to the extent allowed by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to the amount of insurance coverage shown on Exhibit C, which is attached and incorporated hereto as if fully stated herein.

9.2.4 No Other Warranties. To the fullest extent permitted by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, no other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5 The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10 DISPUTE RESOLUTION

10.1 Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may pursue litigation.

11. TERMINATION

11.1 Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2 Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the



non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

- 11.3 Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1 Governing Law. This Agreement is governed by the laws of the State of Mississippi, without regard to its choice of law provisions.
- 12.2 Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3 Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4 No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5 Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6 Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1 The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule



Exhibit C – Insurance
Exhibit D – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Starkville, Mississippi

Garver, LLC

By:


Signature

By:


Signature

Name:

Lynn Spruill
Printed Name

Name:

Nick J. Altobello
Printed Name

Title:

Mayor

Title:

Senior Project Manager

Date:

5.7.2024

Date:

5/2/2024

Attest:

Lesa Hardin

Attest:

M. S. W.



EXHIBIT A (SCOPE OF SERVICES)

1. General

Generally, GARVER's scope of services will include survey, environmental, design, and bidding services for the Preliminary Engineering phase per the Project Development Manual for Local Public Agencies for the construction of roadway improvements and a new sidewalk along Spring Street between Highway 12 and Locksley Way in Starkville, MS. Also included in the project scope are the design of lighting improvements along the proposed sidewalk, and the design of modifications required to convert the traffic signal at Spring Street and Locksley Way to camera detection.

2. Surveys

2.1. Design Surveys

Tice Engineering, Inc. ("TICE") under a subconsultant agreement with Garver will provide field survey data for designing the project.

TICE will conduct field surveys, office work, and research for the project to include production of CAD files for use in design. TICE will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. TICE will also establish control points for use during construction.

2.2. Property Surveys

No property surveys will be required under this contract.

2.3. Field Staking

Field staking will not be required prior to the Field Review meeting.

3. Geotechnical Services

Geotechnical services are excluded from the scope of this project.

4. Coordination

GARVER will attend the following meetings with the Owner and other agencies:

1. Kick-Off Meeting
2. Field Review Meeting
3. Office Review Meeting
4. Pre-Bid Meeting
5. Bid Opening

GARVER will prepare exhibits for these meetings when appropriate and provide meeting minutes. As per the Project Development Manual for Local Public Agencies, GARVER will be responsible for producing Field Review and Office Review reports to be submitted to the MDOT District LPA Engineer.

5. Kick-Off Meeting



The Kick-Off meeting will be held between GARVER, the Owner and all agencies involved to establish the limits of the project, discuss the proposed improvements, and to establish design criteria and design standards. GARVER will not begin survey or design until after the kick-off meeting is held.

6. Environmental Documentation

Per the Project Development Manual for Local Public Agencies, GARVER will be responsible for preparation of all environmental documents. For this project, a Class II (Categorical Exclusion) will be required. Garver will complete the ENV-160-LPA form, provide a project constraints map and make a site visit. Any other environmental work will be considered additional services.

7. Field Review

Upon completion of approximately fifty percent (50%) of the project, a Field Review meeting will be held at the project location with all agencies involved to review the design. Section 5.4 of the Project Development Manual for Local Public Agencies defines the plan sheets required for this submittal.

8. Office Review and Final Design (90% and 100% Submittals)

As part of these phases, GARVER will make all revisions from the Field Review meeting and upon 90% completion, provide an Office Review set of plans to the Owner and all agencies involved to review. After revising the plans from comments presented of the Office Review meeting, GARVER will prepare the construction documents and final design plans as required to advertise for bids. Section 5.4 of the Project Development Manual for Local Public Agencies defines the plan sheets required for these submittals.

9. Permits

Since it is anticipated that the project will disturb a total area larger than one (1) acre but less than five (5) acres, in accordance with Mississippi Department of Environmental Quality (MDEQ) requirements, the development of a Small Construction Notice of Intent (SCNOI) and Storm Water Pollution Prevention Plan (SWPPP) is required to be developed. The SCNOI and SWPPP is not required to be submitted to MDEQ. The CONTRACTOR will be responsible for the development of the SCNOI and SWPPP.

10. Bidding Services

Bidding services are included for this project.

1. Prepare and submit Advertisement for Bids to Owner to be advertised in newspaper(s) per Mississippi public works law. Owner will pay advertising costs outside of this contract.
2. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
3. Support the contract documents by preparing addenda as appropriate.
4. Participate in a pre-bid meeting.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Evaluate bids and recommend award.
8. Prepare construction contracts.
9. Issue a Notice to Proceed to the Contractor.



11. Construction Phase Services

No construction phase services will be included under this contract.

12. Extra Work

The following items are not included under this agreement but will be considered as Additional Services:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval
2. Submittals or deliverables in addition to those listed herein
3. Design of utility relocation(s)
4. Construction Phase Services
5. Construction materials testing
6. Construction staking
7. Design of Retaining Walls or of other significant structures
8. Traffic Signal Design
9. Any environmental work other than those services listed in section 2.6 above
10. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR
11. Services after construction, such as warranty follow-up, operations support, etc.
12. Geotechnical Investigations
13. Property mapping and Right-of-Way/Easement acquisition documents
14. Cost of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

13. In addition to those obligations set forth in the Agreement, Owner shall:

- 13.1. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 13.2. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 13.3. Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.
- 13.4. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 13.5. Furnish Garver a current boundary survey with easements of record plotted for the project property.
- 13.6. Pay all plan review and advertising costs in connection with the project.
- 13.7. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- 13.8. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.



- 13.9. Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Survey - Tice	\$8,600.00	LUMP SUM
Environmental	\$2,500.00	LUMP SUM
Lighting/Fiber/Signal	\$12,500.00	LUMP SUM
Field Review Plans	\$15,000.00	LUMP SUM
Office Review Plans	\$11,500.00	LUMP SUM
PS&E Submittal	\$9,400.00	LUMP SUM
Bidding Services	\$8,500.00	LUMP SUM
TOTAL FEE	\$68,000.00	

The lump sum amount to be paid under this Agreement is \$68,000.00. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1st, 2025.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.



Exhibit B
City of Starkville
Spring Street South Connector
Garver Hourly Rate Schedule: July 2024 - June 2025

Classification	Rates	Classification	Rates
Engineers / Architects		Environmental Specialists	
E-1	\$ 127.00	ES-1	\$ 101.00
E-2	\$ 147.00	ES-2	\$ 135.00
E-3	\$ 185.00	ES-3	\$ 163.00
E-4	\$ 215.00	ES-4	\$ 201.00
E-5	\$ 245.00	ES-5	\$ 253.00
		ES-6	\$ 308.00
Technicians		Administration / Management	
T-1	\$ 92.00	AM-1	\$ 73.00
T-2	\$ 118.00	AM-2	\$ 98.00
T-3	\$ 143.00	AM-3	\$ 138.00
Surveyors		Construction Observation	
S-1	\$ 58.00	C-1	\$ 113.00
S-2	\$ 75.00	C-2	\$ 144.00
S-3	\$ 100.00	C-3	\$ 175.00
S-4	\$ 145.00		
2-Man Crew (Survey)	\$ 219.00		



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000



**EXHIBIT D
(FORM OF AMENDMENT)**

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
City of Starkville, MISSISSIPPI
Project No. T32-2301981**

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the City of Starkville, Mississippi ("**Owner**") and Garver, LLC ("**Garver**"), dated [Insert date] (the "**Agreement**").

This Amendment No. [?] adds/modifies the Services for the [**Describe improvements and location**].

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Starkville, Mississippi

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
General Fund Revenues					
200 - Taxes	10,208,900	-	10,208,900	-	10,208,900
206 - Lieu of Taxes	721,300	3,569	724,869		724,869
220 - License and Permits	300,500	-	300,500	-	300,500
230 - Intergovernmental Revenues	11,705,500	-	11,705,500	82,649	11,788,149
250 - Grants (Federal)	108,655	277,857	386,512	40,125	426,637
330 - Fines and Forfeits	650,000	-	650,000	-	650,000
340 - Miscellaneous (Unrestricted)	749,695	-	749,695	-	749,695
360 - Charges for Services	38,400	-	38,400	-	38,400
380 - Transfers and Non Revenue Receipts	4,130,000	-	4,130,000	12,380	4,142,380
Total General Fund Revenues	28,612,950	281,426	28,894,376	135,154	29,029,530

Purpose: To budget for Police Homeland Security Grants, Police Wireless Communication Fund, and Sale of Fire Vehicles for Grant Match.

General Fund Expenditures

100 - Board of Aldermen

400 - Personnel Services	221,266	-	221,266	-	221,266
600 - Contractual Services	14,250	-	14,250	-	14,250
Total 100 - Board of Aldermen	235,516	-	235,516	-	235,516

110 - Municipal Court

400 - Personnel Services	422,082	-	422,082	-	422,082
500 - Supplies	10,000	-	10,000	-	10,000
600 - Contractual Services	32,250	-	32,250	-	32,250
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	15,000	-	15,000	-	15,000
Total 110 - Municipal Court	479,332	-	479,332	-	479,332

111 - Youth Court

600 - Contractual Services	2,000	-	2,000	-	2,000
Total 111 - Youth Court	2,000	-	2,000	-	2,000

120 - Mayors Office

400 - Personnel Services	183,180	-	183,180	-	183,180
500 - Supplies	6,750	-	6,750	1,000	7,750
600 - Contractual Services	129,550	-	129,550	(1,000)	128,550
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 120 - Mayors Office	319,480	-	319,480	-	319,480

Purpose: To increase budget of Mayor's supplies and reduce Contractual Services.

123 - IT

400 - Personnel Services	367,860	-	367,860	-	367,860
500 - Supplies	750	-	750	-	750
600 - Contractual Services	180,735	-	180,735	3,625	184,360
700 - Grants, Subsidies and Allocations	-	41,000	41,000		41,000
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	83,927	-	83,927	-	83,927
Total 123 - IT	633,272	41,000	674,272	3,625	677,897

Purpose: To adjust budget for Civicplus Notification Software

130 - Elections

500 - Supplies	500	-	500	-	500
600 - Contractual Services	2,500	-	2,500	-	2,500
Total 130 - Elections	3,000	-	3,000	-	3,000

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
142 - City Clerks Office					
400 - Personnel Services	456,625	-	456,625	-	456,625
500 - Supplies	7,500	-	7,500	-	7,500
600 - Contractual Services	261,150	-	261,150	-	261,150
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	3,000	-	3,000	-	3,000
Total 142 - City Clerks Office	728,275	-	728,275	-	728,275
160 - Prosecuting Attorney and Staff					
400 - Personnel Services	72,890	-	72,890	-	72,890
Total 160 - Prosecuting Attorney and Staff	72,890	-	72,890	-	72,890
169 - Legal					
600 - Contractual Services	205,000	-	205,000	-	205,000
Total 169 - Legal	205,000	-	205,000	-	205,000
180 - Human Resources					
400 - Personnel Services	463,252	-	463,252	-	463,252
500 - Supplies	3,000	-	3,000	-	3,000
600 - Contractual Services	48,750	-	48,750	-	48,750
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 180 - Human Resources	515,002	-	515,002	-	515,002
190 - City Planner					
400 - Personnel Services	192,842	-	192,842	-	192,842
500 - Supplies	400	-	400	-	400
600 - Contractual Services	43,900	-	43,900	-	43,900
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	30,000	-	30,000	-	30,000
Total 190 - City Planner	267,142	-	267,142	-	267,142
191 - External Services					
400 - Personnel Services	175,795	-	175,795	-	175,795
Total 191 - External Services	175,795	-	175,795	-	175,795
192 - General Government Bldg & Plant					
500 - Supplies	5,300	-	5,300	-	5,300
600 - Contractual Services	143,000	-	143,000	-	143,000
Total 192 - General Government Bldg & Plant	148,300	-	148,300	-	148,300
195 - Transfers to Other Agencies					
600 - Contractual Services	49,466	-	49,466	-	49,466
700 - Grants, Subsidies and Allocations	5,000	-	5,000	-	5,000
990 - Transfers	763,000	68,722	831,722	-	831,722
Total 195 - Transfers to Other Agencies	817,466	68,722	886,188	-	886,188
196 - Cemetery Administration					
600 - Contractual Services	46,000	-	46,000	-	46,000
Total 196 - Cemetery Administration	46,000	-	46,000	-	46,000

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
197 - Engineering					
400 - Personnel Services	536,410	-	536,410	-	536,410
500 - Supplies	10,700	-	10,700	-	10,700
600 - Contractual Services	39,850	-	39,850	-	39,850
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	5,000	-	5,000	-	5,000
Total 197 - Engineering	591,960	-	591,960	-	591,960

201 - Police					
400 - Personnel Services	6,050,292	-	6,050,292	-	6,050,292
500 - Supplies	527,560	-	527,560	-	527,560
600 - Contractual Services	612,600	-	612,600	155,585	768,185
700 - Grants, Subsidies and Allocations	-	30,795	30,795	36,500	67,295
800 - Debt Service	162,500	-	162,500	(162,500)	-
900 - Capital Outlay	298,700	-	298,700	82,649	381,349
Total 201 - Police	7,651,652	30,795	7,682,447	112,234	7,794,681

Purpose: To budget for equipment purchased for Homeland Security Grant, JOPS Grant, Wireless Communication Fund, and to reclassify amount for Enterprise Fleet Lease from Debt Service.

245 - Dispatchers					
400 - Personnel Services	350,212	-	350,212	-	350,212
500 - Supplies	1,000	-	1,000	-	1,000
600 - Contractual Services	2,500	-	2,500	-	2,500
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 245 - Dispatchers	353,712	-	353,712	-	353,712

246 - Code Enforcement					
400 - Personnel Services	136,820	-	136,820	-	136,820
500 - Supplies	4,500	-	4,500	-	4,500
600 - Contractual Services	7,000	-	7,000	6,915	13,915
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 246 - Code Enforcement	148,320	-	148,320	6,915	155,235

Purpose: To budget for Enterprise Fleet Lease.

254 - DUI Grant					
400 - Personnel Services	181,337	-	181,337	-	181,337
Total 254 - DUI Grant	181,337	-	181,337	-	181,337

261 - Fire Department					
400 - Personnel Services	4,338,444	-	4,338,444	-	4,338,444
500 - Supplies	119,000	-	119,000	-	119,000
600 - Contractual Services	279,500	-	279,500	-	279,500
700 - Grants, Subsidies and Allocations	40,000	140,909	180,909	12,380	193,289
800 - Debt Service	226,385	-	226,385	-	226,385
900 - Capital Outlay	45,000	-	45,000	-	45,000
Total 261 - Fire Department	5,048,329	140,909	5,189,238	12,380	5,201,618

Purpose: To budget grant match from sale of vehicles.

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
281 - Building/Community Development					
400 - Personnel Services	288,355	-	288,355	-	288,355
500 - Supplies	7,100	-	7,100	-	7,100
600 - Contractual Services	35,500	-	35,500	-	35,500
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
281 - Building/Community Development	330,955	-	330,955	-	330,955
290 - Civil Defense/Warning System					
600 - Contractual Services	18,000	-	18,000	-	18,000
Total 290 - Civil Defense/Warning System	18,000	-	18,000	-	18,000
301 - Street					
400 - Personnel Services	1,013,115	-	1,013,115	-	1,013,115
500 - Supplies	281,000	-	281,000	-	281,000
600 - Contractual Services	620,400	-	620,400	-	620,400
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	48,075	-	48,075	-	48,075
900 - Capital Outlay	75,000	-	75,000	-	75,000
Total 301 - Street	2,037,590	-	2,037,590	-	2,037,590
360 - Animal Control					
400 - Personnel Services	110,825	-	110,825	-	110,825
500 - Supplies	6,500	-	6,500	-	6,500
600 - Contractual Services	6,500	-	6,500	-	6,500
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 360 - Animal Control	123,825	-	123,825	-	123,825
550 - Parks and Recreation					
600 - Contractual Services	1,505,000	-	1,505,000	-	1,505,000
Total 550 Parks and Recreation	1,505,000	-	1,505,000	-	1,505,000
600 - Capital Projects					
700 - Grants, Subsidies and Allocations	7,500	-	7,500	-	7,500
900 - Capital Outlay	100,000	-	100,000	-	100,000
Total 600 - Capital Projects	107,500	-	107,500	-	107,500
800 - Debt Service					
800 - Debt Service	15,000	-	15,000	-	15,000
Total - 800 Debt Service	15,000	-	15,000	-	15,000
900 - Interfund Transactions					
900 - Beginning Fund Balance and Contingency	2,785,000	-	2,785,000	-	2,785,000
990 - Transfers	3,066,300	-	3,066,300	-	3,066,300
Total 900 - Interfund Transactions	5,851,300	-	5,851,300	-	5,851,300
Total General Fund Expenditures	28,612,950	281,426	28,894,376	135,154	29,029,530

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 002 - Restricted Police Fund					
Revenues					
330 - Fines and Forfeits	12,000	-	12,000	-	12,000
380 - Transfers and Nonrevenue Receipts	1,500	3,500	5,000		5,000
Total Revenues	13,500	3,500	17,000	-	17,000
Expenditures					
500 - Supplies	9,000	-	9,000	-	9,000
900 - Capital Outlay	4,500	3,500	8,000		8,000
Total Expenditures	13,500	3,500	17,000	-	17,000
Fund 003 - Restricted Fire Fund					
Revenues					
230 - Intergovernmental Revenues	167,000	-	167,000	-	167,000
Total Revenues	167,000	-	167,000	-	167,000
Expenditures					
500 - Supplies	2,000	-	2,000	-	2,000
600 - Contractual Services	750	-	750	-	750
800 - Debt Service	163,816	-	163,816	-	163,816
900 - Capital Outlay	434	-	434	-	434
Total Expenditures	167,000	-	167,000	-	167,000
Fund 015 - Airport					
Revenues					
230 - Intergovernmental Revenues	285,714	196,346	482,060		482,060
340 - Miscellaneous	23,000	-	23,000	-	23,000
360 - Charges for Services	792,425	-	792,425	-	792,425
380 - Transfers and Non Revenue Receipts	550,000	(148,584)	401,416		401,416
Total Revenues	1,651,139	47,762	1,698,901	-	1,698,901
Expenditures					
400 - Personnel Services	312,500	-	312,500	-	312,500
500 - Supplies	642,500	-	642,500	-	642,500
600 - Contractual Services	121,350	-	121,350	-	121,350
700 - Grants, Subsidies and Allocations	-	65,027	65,027	-	65,027
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	574,790	(17,265)	557,525	-	557,525
Total Expenditures	1,651,139	47,762	1,698,901	-	1,698,901
Fund 016 - Restricted Airport					
Revenues					
230 - Intergovernmental Revenues	458,426	561,552	1,019,978	-	1,019,978
Total Revenues	458,426	561,552	1,019,978	-	1,019,978
Expenditures					
600 - Contractual Services	174,277	192,185	366,462	-	366,462
700 - Grants, Subsidies and Allocations	284,149	369,367	653,516	-	653,516
Total Expenditures	458,426	561,552	1,019,978	-	1,019,978

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 022 - Sanitation					
Revenues					
250 - Grants	-	9,710	9,710	-	9,710
340 - Miscellaneous	3,525,000	-	3,525,000	-	3,525,000
380 - Transfers and Non Revenue Receipts	25,000	-	25,000	-	25,000
Total Revenues	3,550,000	9,710	3,559,710	-	3,559,710
Expenditures					
400 - Personnel Services	1,961,486	-	1,961,486	-	1,961,486
500 - Supplies	308,500	42,560	351,060	-	351,060
600 - Contractual Services	846,000	(56,520)	789,480	-	789,480
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	392,146	23,670	415,816	-	415,816
900 - Capital Outlay	41,868	-	41,868	-	41,868
Total Expenditures	3,550,000	9,710	3,559,710	-	3,559,710
Fund 023 Landfill					
Revenues					
380 - Transfers and Non Revenue Receipts	1,180,000	-	1,180,000	-	1,180,000
Total Revenues	1,180,000	-	1,180,000	-	1,180,000
Expenditures					
600 - Contractual Services	265,000	-	265,000	-	265,000
900 - Capital Outlay	915,000	-	915,000	-	915,000
Total Expenditures	1,180,000	-	1,180,000	-	1,180,000
Fund 120 Modernization Use Tax					
Revenues					
230 - Intergovernmental Revenues	2,075,000	-	2,075,000	-	2,075,000
380 - Transfers and Non Revenue Receipts	500,000	36,000	536,000	-	536,000
Total Revenues	2,575,000	36,000	2,611,000	-	2,611,000
Expenditures					
800 - Debt Service	722,200	-	722,200	-	722,200
900 - Capital Outlay	1,852,800	36,000	1,888,800	-	1,888,800
Total Expenditures	2,575,000	36,000	2,611,000	-	2,611,000
Fund 200 Debt Service Fund					
Revenues					
340 - Miscellaneous	116,857	-	116,857	-	116,857
380 - Transfers and Non Revenue Receipts	2,706,300	-	2,706,300	-	2,706,300
Total Revenues	2,823,157	-	2,823,157	-	2,823,157
Expenditures					
800 - Debt Service	2,823,157	-	2,823,157	-	2,823,157
Total Expenditures	2,823,157	-	2,823,157	-	2,823,157

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	<u>Original Budget</u>	<u>Prior Adjustments</u>	<u>Current Budget</u>	<u>Budget Adjustments</u>	<u>Amended Budget</u>
Fund 300 Capital Projects Fund					
Revenues					
250 - Grants	-	-	-	50,025	50,025
340 - Miscellaneous	-	2,750	2,750	-	2,750
380 - Transfers and Non Revenue Receipts	5,997,500	(32,500)	5,965,000	-	5,965,000
Total Revenues	<u>5,997,500</u>	<u>(29,750)</u>	<u>5,967,750</u>	<u>50,025</u>	<u>6,017,775</u>
Expenditures					
600 - Contractual Services	-	69,500	69,500	-	69,500
900 - Capital Outlay	5,964,167	(99,250)	5,864,917	50,025	5,914,942
990 - Transfers	33,333	-	33,333	-	33,333
Total Expenditures	<u>5,997,500</u>	<u>(29,750)</u>	<u>5,967,750</u>	<u>50,025</u>	<u>6,017,775</u>
Purpose: To record reimbursement received from SS4A Grant.					
Fund 303 Industrial Park Bond					
Revenues					
380 - Transfers and Non Revenue Receipts	200,000	12,000	212,000	-	212,000
Total Revenues	<u>200,000</u>	<u>12,000</u>	<u>212,000</u>	<u>-</u>	<u>212,000</u>
Expenditures					
600 - Contractual Services	200,000	12,000	212,000	-	212,000
Total Expenditures	<u>200,000</u>	<u>12,000</u>	<u>212,000</u>	<u>-</u>	<u>212,000</u>
Fund 305 2022 GO Public Improvement Bonds					
Revenues					
340 - Miscellaneous	-	2,000	2,000	-	2,000
380 - Transfers and Non Revenue Receipts	1,250,000	735,000	1,985,000	-	1,985,000
Total Revenues	<u>1,250,000</u>	<u>737,000</u>	<u>1,987,000</u>	<u>-</u>	<u>1,987,000</u>
Expenditures					
600 - Contractual Services	-	280,900	280,900	-	280,900
900 - Capital Outlay	1,250,000	456,100	1,706,100	-	1,706,100
Total Expenditures	<u>1,250,000</u>	<u>737,000</u>	<u>1,987,000</u>	<u>-</u>	<u>1,987,000</u>
Fund 306 2022 Local Improvements Project Fund					
Revenues					
380 - Transfers and Non Revenue Receipts	100,000	(28,000)	72,000	-	72,000
Total Revenues	<u>100,000</u>	<u>(28,000)</u>	<u>72,000</u>	<u>-</u>	<u>72,000</u>
Expenditures					
900 - Capital Outlay	100,000	(28,000)	72,000	-	72,000
Total Expenditures	<u>100,000</u>	<u>(28,000)</u>	<u>72,000</u>	<u>-</u>	<u>72,000</u>

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 309 - American Relief Fund					
Revenues					
230 - Intergovernmental Revenues	6,666,911	-	6,666,911	-	6,666,911
340 - Miscellaneous	205,000	-	205,000	-	205,000
380 - Transfers and Non Revenue Receipts	5,000,000	1,475,000	6,475,000	-	6,475,000
Total Revenues	11,871,911	1,475,000	13,346,911	-	13,346,911
Expenditures					
600 - Contractual Services	10,871,911	-	10,871,911	-	10,871,911
900 - Capital Outlay	1,000,000	1,475,000	2,475,000	-	2,475,000
Total Expenditures	11,871,911	1,475,000	13,346,911	-	13,346,911
Fund 311 - Main Street Corridor Improvements Project					
Revenues					
230 - Intergovernmental Revenues	400,000	-	400,000	-	400,000
340 - Miscellaneous	5,000	-	5,000	-	5,000
380 - Transfers and Non Revenue Receipts	2,875,000	500,000	3,375,000	-	3,375,000
Total Revenues	3,280,000	500,000	3,780,000	-	3,780,000
Expenditures					
600 - Contractual Services	377,000	-	377,000	-	377,000
900 - Capital Outlay	2,903,000	500,000	3,403,000	-	3,403,000
Total Expenditures	3,280,000	500,000	3,780,000	-	3,780,000
Fund 312 - Parks Capital Projects Fund (2023)					
Revenues					
380 - Transfers and Non Revenue Receipts	13,500,000	-	13,500,000	-	13,500,000
Total Revenues	13,500,000	-	13,500,000	-	13,500,000
Expenditures					
600 - Contractual Services	343,820	-	343,820	-	343,820
900 - Capital Outlay	13,156,180	-	13,156,180	-	13,156,180
Total Expenditures	13,500,000	-	13,500,000	-	13,500,000
Fund 313 - Spring/Hwy 12 Linkage Tap					
Revenues					
230 - Intergovernmental Revenues	466,667	-	466,667	-	466,667
380 - Transfers and Non Revenue Receipts	33,333	-	33,333	-	33,333
Total Revenues	500,000	-	500,000	-	500,000
Expenditures					
900 - Capital Outlay	500,000	-	500,000	-	500,000
Total Expenditures	500,000	-	500,000	-	500,000

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 319 - Public Improvement Bonds 2018					
Revenues					
340 - Miscellaneous	-	-	-	245	245
380 - Transfers and Non Revenue Receipts	200,000	(50,000)	150,000	2,564	152,564
Total Revenues	200,000	(50,000)	150,000	2,809	152,809
Expenditures					
900 - Capital Outlay	200,000	(50,000)	150,000	2,809	152,809
Total Expenditures	200,000	(50,000)	150,000	2,809	152,809

Purpose: To adjust balances to close out Fund.

Fund 375 - Park and Rec Tourism

Revenues					
230 - Intergovernmental Revenues	2,850,000	-	2,850,000	-	2,850,000
380 - Transfers and Non Revenue Receipts	2,100,000	(65,000)	2,035,000	-	2,035,000
Total Revenues	4,950,000	(65,000)	4,885,000	-	4,885,000
Expenditures					
600 - Contractual Services	620,000	-	620,000	-	620,000
800 - Debt Service	1,364,060	-	1,364,060	-	1,364,060
900 - Capital Outlay	2,965,940	(65,000)	2,900,940	-	2,900,940
Total Expenditures	4,950,000	(65,000)	4,885,000	-	4,885,000

Fund 377 - Build Grant MS 182 / MLK Corridor

Revenues					
230 - Intergovernmental Revenues	6,450,000	-	6,450,000	-	6,450,000
380 - Transfers and Non Revenue Receipts	200,000	175,000	375,000	-	375,000
Total Revenues	6,650,000	175,000	6,825,000	-	6,825,000
Expenditures					
600 - Contractual Services	650,000	-	650,000	-	650,000
900 - Capital Outlay	6,000,000	175,000	6,175,000	-	6,175,000
Total Expenditures	6,650,000	175,000	6,825,000	-	6,825,000

Fund 380 - Park Bonds 2020

Revenues					
380 - Transfers and Non Revenue Receipts	400,000	-	400,000	374,390	774,390
Total Revenues	400,000	-	400,000	374,390	774,390
Expenditures					
600 - Contractual Services	-	36,025	36,025	-	36,025
900 - Capital Outlay	400,000	(36,025)	363,975	374,390	738,365
Total Expenditures	400,000	-	400,000	374,390	774,390

Purpose: To transfer funds from Fund 375 1% & 2% to pay remaining bills related to Cornerstone Park Construction.

City of Starkville
FY24 Budget Adjustments
Agenda Date: May 7, 2024

	<u>Original Budget</u>	<u>Prior Adjustments</u>	<u>Current Budget</u>	<u>Budget Adjustments</u>	<u>Amended Budget</u>
Fund 700 - Stark/Hospital Road					
Revenues					
340 - Miscellaneous	3,000	-	3,000	-	3,000
380 - Transfers and Non Revenue Receipts	1,250,000	40,000	1,290,000	-	1,290,000
Total Revenues	<u>1,253,000</u>	<u>40,000</u>	<u>1,293,000</u>	<u>-</u>	<u>1,293,000</u>
Expenditures					
500 - Supplies	-	-	-	-	-
600 - Contractual Services	1,253,000	40,000	1,293,000	-	1,293,000
Total Expenditures	<u>1,253,000</u>	<u>40,000</u>	<u>1,293,000</u>	<u>-</u>	<u>1,293,000</u>

20. CONSIDERATION FOR CHIEF YARBROUGH TO TRAVEL TO NATCHEZ, MS TO ATTEND THE 87TH MS FIRE FIGHTERS AND FIRE CHIEFS CONFERENCE @ THE NATCHEZ CONVENTION CENTER WITH AN APPROXIMATE ADVANCE COST OF \$500.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval for Chief Yarbrough to travel to Natchez, MS to attend the 87th MS Fire Fighters and Fire Chiefs Conference @ the Natchez Convention Center at an approximate advance cost of \$500.00” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO PURCHASE IMAGE TREND SCHEDULING AND ANALYTIC SYSTEM WHICH INCLUDES SLATE AND CONTINUUM AT A COST OF \$9,641.00, A SOLE SOURCE ITEM IN THAT IT IS COMPATIBLE WITH EXISTING EQUIPMENT AND SOFTWARE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to purchase Image Trend Scheduling and Analytic System which includes Slate and Continuum at a cost of \$9,641.00 as a sole source item in that it is compatible with existing equipment and software” is enumerated, this consent item is thereby approved. Total for Year 1 - \$9,641.00 with Annual Fees after Year 1 - \$8,066.00.

22. CONSIDERATION TO PURCHASE AN ESI ESIP50X TELEPHONE SYSTEM IN THE AMOUNT OF \$9,779.00 FROM ALARM SECURITIES, INC., THE LOWER OF TWO QUOTES.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to purchase an ESI eSIP50x Telephone System from Alarm Securities, Inc. in the amount of \$9,779.00, the lower of two quotes” is enumerated, this consent item is thereby approved.

Two quotes received: G & H Telephone - \$ 11,001.38 and Alarm Securities - \$9,779.00

23. CONSIDERATION TO HIRE SUSAN WHITE AS A DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Susan White as a Deputy Court Clerk” is enumerated, this consent item is thereby approved.

24. CONSIDERATION TO HIRE MERCEDES REED AS AN ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Mercedes Reed as an Animal Control Officer” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO HIRE JEREMY KLUTTS AS A METERING / LEAD & COPPER COORDINATOR IN STARKVILLE UTILITIES.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Jeremy Klutts as a Metering / Lead & Copper Coordinator in Starkville Utilities” is enumerated, this consent item is thereby approved.

26. CONSIDERATION TO HIRE KALYB JORDAN, WILLIAM MAYS II, SAMUEL MATTHEWS AND CHRISTOPHER MCGLOTHIN AS NON-CERTIFIED FIREFIGHTERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Kalyb Jordan, William Mays II, Samuel Matthews, and Christopher McGlothlin as a Non-Certified Firefighters” is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO HIRE LIAM ALTUZAR AND ANTIONIOUS SELLERS AS POLICE OFFICERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Liam Altuzar and Antionious Sellers as Police Officers” is enumerated, this consent item is thereby approved.

28. CONSIDERATION TO HIRE RANDALL CHRISWELL AND SHASTA PLUNKETT AS LINEMEN CREW CHIEFS IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Randall Chriswell and Shasta Plunkett as Linemen Crew Chiefs in Utilities” is enumerated, this consent item is thereby approved.

29. CONSIDERATION TO HIRE DOUGLAS ERWIN AND D’ANGELO SCALES AS SEASONAL SANITATION WORKERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Douglas Erwin and D’angelo Scales as seasonal Sanitation Workers” is enumerated, this consent item is thereby approved.

30. CONSIDERATION TO HIRE HOPE HARRIS, CHARLES LEDFORD, JACQUES RATLIFF, JAMES THORNTON, AND GRACEE WARREN AS GIS/CIVIL ENGINEER INTERNS FOR THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Hope Harris, Charles Ledford, Jacques Ratliff, James Thornton, and Gracee Warren as GIS/Civil Engineer Interns for Starkville Utilities” is enumerated, this consent item is thereby approved.

31. CONSIDERATION OF APPROVAL OF PURCHASE OF ANTIVIRUS SOFTWARE FROM HOWARD TECHNOLOGY, THE LOWER OF TWO QUOTES IN THE AMOUNT OF \$8,700.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to purchase antivirus software for the lowest quote price of \$8,700.00” is enumerated, this consent item is thereby approved.

Two Quotes: Howard - \$8,700.00 and NextStep - \$8,955.00

32. CONSIDERATION OF APPROVAL OF THE PROFESSIONAL SERVICES CONTRACT WITH FORME DESIGN GROUP FOR THE STARKVILLE PARKS SIGNAGE PROJECT IN AN AMOUNT NOT TO EXCEED \$41,100.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the professional services contract with Forme Design Group for the Starkville Parks Signage Project in an amount not to exceed \$41,100” is enumerated, this consent item is thereby approved. The contract follows this page.



April 22, 2024

Chris Williams P.E.
City of Starkville
110 West Main Street
Starkville, MS 39759

Chris,

Forme Design Group & Red Deluxe Brand Development are excited to present this proposal for designing location signage for the Park Systems in Starkville, MS. Our goal is to create an impactful, visually appealing landmark signage package that reflects the Starkville Park Systems character and enhances its visibility and accessibility at each park location.

We understand the importance of environmental graphic design in creating spaces that are inviting and easy to navigate, and we are committed to delivering a design that meets these criteria while embodying the unique spirit of Starkville, MS.

We have prepared a proposal for landscape architectural & graphic design services for your consideration.

Our scope of services is as follows:

I. BASE SHEETS AND SITE ANALYSIS

With the provided surveys, google imagery, and site visits, we will prepare base sheets at an appropriate design scale for the preparation of the conceptual plans.

We will review the site to become familiar with the surrounding uses and views to aid us in developing these plans.

Parks included in this proposal are as follows:

- Starkville Sportsplex, Patriots Park, JL King Park, Moncrief Park, Josey Park, Fire Station Park, McKee Park & George Evans Park

II. CONCEPTUAL PLANS

Forme Design Group & Red Deluxe Brand Development proposes to create a comprehensive design including initial site assessment, concept development, client consultations, and the creation of detailed renderings and elevations for a marquee location sign. The final deliverable from the design team will be a fully realized design package that includes:

- Detailed Renderings: These will provide a visual representation of the proposed signage, showcasing its design, colors, materials, and textures in the context of the park's environment.
- Elevations: To offer a complete understanding of the sign's dimensions and placement, elevations will be provided. These will detail the height, width, and depth of the signage, ensuring it complements the park's scale and layout.

- Signage Design will meet the City of Starkville's Signage Ordinance.

Our design approach will focus on creating a sign that is not only aesthetically pleasing but also functional, durable, and harmonious with the surrounding environment. We will consider factors such as visibility, readability from various distances and angles, and the incorporation of sustainable materials. Throughout the design process, we will maintain open communication with the stakeholders, ensuring that the final product aligns with the community's vision and needs for the park system.

Wayfinding Design Exploration

Presented with each Park signage recommendation, we will explore wayfinding systems for five city parks, focusing on creating accessible and user-friendly navigation aids. This initiative will begin with three distinct design explorations, each taking a unique approach to enhance the visitor experience through improved signage and information systems. These explorations will consider various aspects of wayfinding, including material choices, visual aids like color coding and iconography, and the potential integration of digital elements to complement traditional signage.

By embarking on multiple design paths, the project aims to assess the effectiveness of different strategies in creating a cohesive and inclusive environment for park visitors. The goal is to explore a range of solutions that cater to diverse needs and preferences, without the immediate commitment to a finalized wayfinding manual. This approach allows for flexibility in adapting to feedback and findings from each exploration, paving the way for a comprehensive and adaptable wayfinding system that enhances accessibility and enjoyment for all park users.

III. DESIGN DEVELOPMENT PLANS

A. Design Development

Based on the approved conceptual plan, our information will be developed for the owner to review. We will coordinate our plans with the other team members to ensure that all information is coordinated as it is related to the design.

With any further adjustments in the scope or quality of the Project, Forme Design Group & Red Deluxe will prepare for Plan Development submittals consisting of Drawings and specifications of signage identified in our scope, setting forth in detail the requirements for the Project.

These documents shall include at a minimum:

- Signage Details & Elevations
- Materials Plan
- Hardscape / Landscape Lighting

B. Landscape Design Development

We will provide the following services:

Prepare one Design Development Plan based on the approved Preliminary Design, denoting the materials and the location of all major design elements. The Landscape Design will meet the City of Starkville's landscape ordinance & requirements.

Produce final Design Development Documentation sufficient for estimating, including at a minimum:

- Landscape Planting Plan: Indication of plant material by species, location, and size range, sufficient for preliminary estimates.
- Landscape Details: General indication of materials and methods of construction for landscape improvement.

IV. FINAL HARDSCAPE & LANDSCAPE PLANS

After your review and comments on the Design Development Plan, we will prepare the final construction documents and specifications. This final design will incorporate any changes you feel are necessary after review of the design development.

Construction documents will include the following:

1. **Site Layout Plan**
 - For use in locating signage in 8 locations, etc.
2. **Details and Specifications**
 - The design team will provide and coordinate construction details and specifications.
3. **Signage & Landscape Lighting**
 - Our plans will provide layout and specification of landscape and outdoor lighting for the signage.
4. **Starkville Mississippi Park System Wayfinding Standards Guide**
 - This Wayfinding Standards Guide provides detailed specifications for all signage in the Starkville Mississippi Park System, ensuring consistency and accessibility. It includes material specifications, dimensions, and design examples for essential signs related to access, parking, bathrooms, and other key amenities. The guide also outlines font usage and scale, prioritizing ADA compliance to enhance usability for all visitors. This resource is vital for planners, designers, and maintenance staff, helping to create a cohesive and inclusive navigational experience throughout the parks.

Final Planting & Details

We will prepare a final planting plan. The planting plan will show the location of all trees, shrubs, groundcovers, seasonal color bed locations and grass to be used. All plants will be properly spaced and labeled on the plan. A plant list showing sizes and root types will be provided for use in comparing and securing landscape contractor bids.

Planting details for proper installation will be provided.

Performance Irrigation Plan: Head Layout and details of irrigation. The system design will utilize high-efficiency rotary nozzles and drip lines and plan will reflect the head types.

V. CONSTRUCTION OBSERVATION

Forme Design Group & Red Deluxe will prepare all necessary bid forms and procurement forms as required for a single procurement package, incorporating changes or modifications as requested by the Owner.

The following services will be included:

a. Hardscape Bid Administration

We will meet with all the contractors to discuss the scope of services during a pre-bid meeting. Upon receipt of all bids, we will review and then discuss with you the bidding.

b. Hardscape Construction Observation

We will provide construction observation based on an approved construction period for the hardscape & landscape installation.

Other services provided in this phase include:

- Participating in pre-bid conferences.
- Preparing addenda to the Construction Documents.
- Distributing required sets of contract documents. Consider, analyze, compare, and make recommendations relative to alternatives or substitutions proposed by bidders either prior to or after receipt of bids or proposals.

Our work is based on the following items:

The Landscape Architect & Graphic Designer will represent the Client, as his agent, during the Construction of the Work.

The Construction Observation Phase will commence with the award of the Contract for Construction and will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, thirty (30) days after the Date of Substantial Completion of the Work, whichever comes first.

The Landscape Architect & Graphic Designer are representatives of the Client during the Construction Phase. Instructions to the Contractor will be forwarded through the Design Team.

The Landscape Architect does not carry the responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work: for the acts or omissions of the Contractor, his Subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

We will provide the following:

- a. Attend the Owner/ Contractor meetings if requested. Review progress or construction work for conformance of the Contract Documents as needed for the construction duration period of our specified work.
- b. Forme Design Group & Red Deluxe will visit the site at appropriate intervals to become generally familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. Based on on-site observations, the Design Team will keep you informed of the progress and quality of the Work and will endeavor to guard the Client against defects and deficiencies in the Work.
- c. Provide clarifications and coordination of documents in writing and/or sketches as requested by the Contractor.
- d. The Landscape Architect & Graphic Designer will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, for conformance with the design concept and conformance with the information given in the Contract Documents.
- e. Prepare Punch-list for consultant's scope of work and one (1) subsequent review that the work has been in conformance with the Contract Documents.

FEE SUMMARY

Item I: Site Analysis	\$3,000
Item II: Conceptual Design	\$5,500
Item III: Design Development	\$9,500
Items IV: Final Hardscape & Landscape Plans	\$10,500
Item V: Construction Observation	\$6,600
Item VI: Wayfinding Design Exploration	\$3,500
Item VII: Meeting & Travel	\$2,200
Item VIII: Printing	\$300

Total Contract Amount: **\$41,100**

ADDITIONAL SERVICES (if required)

Consist of professional services provided, if any, which are not described specifically above and as mutually agreed upon between the Client and the Landscape Architect. Examples of such services include, but are not limited to the following:

- A. Substantial increase in drawings or administration due to multiple contracts or multiple phases of work.
- B. Revising drawings or other documents previously approved to accomplish changes requested by the Client.
- C. Assisting the Client in arranging for the work to proceed should the hired Contractor default due to delinquency or insolvency.



- D. Providing administration of design documents for construction should the owner request Landscape Architect/Designer to oversee contractor.
- E. Preparing as-recorded drawings showing construction changes in work or final locations of equipment, mechanical or electrical service lines and outlets, based on data furnished by the Contractor.

Prior to proceeding with any additional services, a request for additional services shall be placed in writing prior to start of work. Any revisions requested to be made to the Final Plans and Documents after they have been approved and accepted, or services not covered in this proposal will be made at the following hourly rates:

Our hourly rates are as follows:

Landscape Architect:	\$180.00 per hour
Graphic Designer:	\$155.00 per hour
Administrative:	\$65.00 per hour

Chris, we are thoroughly excited about working with you on this project. Please do not hesitate to contact me with any questions or concerns you may have regarding this proposal. If the terms are acceptable, please sign the agreement and return it to us to proceed with the work.

Thank you for the opportunity,

Neil

Approved:_____

Date:_____

ARTICLE 1*Landscape Architectural Services***1.1 Standard of Care**

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services

Landscape Architectural Services to be provided under this Agreement are:

Conceptual Design - Plans in diagrammatic level that address the above-mentioned scope & incorporating the ideas into a review/submittal set.

Design Development - Plans that address the above-mentioned scope & incorporating the ideas into a review/submittal set.

Construction Documents – Final Plans and Construction Documents for final pricing and construction purposes.

Construction Observation - Observation and site visits to ensure landscape is installed according to the plans and wishes of the client.

1.3 Additional Services

Additional Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entail additional compensation beyond the Compensation stated above.

1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Project requirements. All changes must be communicated in writing. Compensation for Additional Services can be made at our hourly rate or, if the proposed changes are significant as deemed by the Landscape Architect, then the original fee can be renegotiated.

1.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services as expeditiously as is consistent with professional quality.

ARTICLE 2*Client's Responsibilities***2.1 Information**

The Client shall provide site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the client.

2.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the designer's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals or disapprovals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner, in writing, so as not to delay the performance of the Landscape Architectural Services.

2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

ARTICLE 3

Ownership of Documents

3.1 The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and costs owed to the Landscape Architect, the Landscape Architect grants the Client a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project.

3.2 The owner shall be deemed the owner of the Wayfinding Standards Guide.

3.3 Forme will be given proper credit and acknowledgements for all services rendered. Proper credit will be defined as being named by Client in project identification boards, published articles, promotional brochures, marketing photographs of work, social media or similar communications.

ARTICLE 4

Landscape Architect Compensation

4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be based on a percentage of construction as indicated above under "Fee Summary", plus Reimbursable Expenses as defined below. Additional Services, when requested in writing by the Client, shall entail additional compensation to be determined at the Forme hourly rate.

4.2 Reimbursable Expenses are expenditures for the Project made by the Landscape Architect, its employees, and consultants in the interest of the Project. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction, postage, services of professional consultants (which cannot be quantified at the time of contracting) and other, similar direct Project-related expenditures.

4.3 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed, or number of hours spent working on project, and shall include payments for (2) Additional Services performed, and (3) Reimbursable Expenses incurred.

4.4 Payments are due and payable immediately from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 4% interest per month. At the Landscape Architect's option, overdue payments after 90 days may be grounds for termination or suspension of services.

4.5 If through no fault of the Landscape Architect the Scope of Services to be provided under this Agreement has not been completed within 90 days of the initial notice to proceed, the compensation for services rendered after that time-period shall be equitably adjusted.

ARTICLE 5

Indemnification

5.1 Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

ARTICLE 6

Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.

6.2 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

ARTICLE 7

Suspension/Termination

7.1 This Agreement may be terminated by either party on 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

ARTICLE 8

Other Terms and Conditions

8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.2 Governing Law

The law in effect at the Landscape Architect's project location shall govern this Agreement.

8.3 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral. This agreement may be amended only in a writing signed by both the Client and the Landscape Architect.



ARTICLE 9

Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Owner nor Architect, or their respective officers, directors, partners, employees, contractors, subcontractors, subconsultants or agents, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Program or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party' may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and Architect shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Program.

Approved:_____

Date:_____

33. CONSIDERATION OF THE PURCHASE OF A JOHN DEERE GATOR TX TURF AT THE STATE CONTRACT #8200073314 PRICE OF \$13,360.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a John Deere Gator TX Turf at the state contract #8200073314 price of \$13,360” is enumerated, this consent item is thereby approved.

34. CONSIDERATION OF THE APPROVAL TO PURCHASE 5 INFLATABLE BOUNCE HOUSES FROM JUNGLE JUMPS, THE LOWER OF TWO QUOTES, IN THE AMOUNT OF \$9,653.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to purchase 5 inflatable bounce houses from Jungle Jumps in the amount of \$9,653, the lower of two quotes” is enumerated, this consent item is thereby approved. Two Quotes Received: Jungle Jumps - \$9,653 and Unique Jumpers - \$9,900

35. CONSIDERATION OF THE APPROVAL TO PURCHASE 3 TRAIL DIRECTIONAL SIGNS FROM MITCHELL SIGNS IN THE AMOUNT OF \$4,275.00 WITH A DOWN PAYMENT OF \$2,137.50 AT TIME OF ORDER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to purchase 3 trail directional signs from Mitchell Signs in the amount of \$4,275.00 with a down payment of \$2,137.50 at time of order” is enumerated, this consent item is thereby approved.

36. CONSIDERATION OF THE APPROVAL FOR THE LOWEST QUOTE FROM MCI TO INSTALL 3 HVAC UNITS AND SPLIT RAIL FENCING AT CORNERSTONE PARK IN THE TOTAL AMOUNT OF \$33,000.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from MCI to install 3 HVAC units and split rail fencing at Cornerstone Park in the amount of \$33,000.00” is enumerated, this consent item is thereby approved.

Quotes: MCI: quoted HVAC and Fence together - \$33,000.00

Precision: HVAC - \$20,250.00 + Fence - \$15,000.00 = \$ 35,250.00

37. CONSIDERATION OF A CHANGE ORDER TO FIELD TURF IN THE AMOUNT OF \$870.00 FOR A SECOND MOBILIZATION TO THE SITE TO INSTALL THE “EAT WITH US” LOGO.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a change order to Field Turf in the additional amount of \$870.00 for a second mobilization to the site to install the “Eat With Us” logo” is enumerated, this consent item is thereby approved.

38. CONSIDERATION TO PURCHASE FROM PILEUM CORPORATION, AS SOLE SOURCE, A 180 CAMERA FUSUSCORE ELITE AI WITH 44 TB STORAGE AND ONBOARD AI AT A COST OF \$5,000.00 PLUS SHIPPING AND HANDLING, IN THAT IT IS COMPATIBLE WITH THE EXISTING FUSUS SYSTEM.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to purchase from Pileum Corporation a 180 camera FususCORE Elite Ai with 44 TB storage and onboard AI at a cost of \$5,000.00, in that it is compatible with the existing Fusus system” is enumerated, this consent item is thereby approved.

39. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 FROM OSMOSE FOR THE WOOD POLE MAINTENANCE AND INSPECTION SERVICES TO ADD ADDITIONAL ITEMS TO THE CONTRACT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #1 from Osmose for the Wood Pole Maintenance and Inspection Services to add additional items to the contract” is enumerated, this consent item is thereby approved. The Osmose agreement follows this page.

40. CONSIDERATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JULY 1, 2024 THROUGH DECEMBER 1, 2024.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Source of Supply bids for the Electric and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for July 1, 2024 through December 1, 2024” is enumerated, this consent item is thereby approved.

41. CONSIDERATION TO RENEW THE CONTRACT WITH NARRATIVE12 FOR COMMUNICATIONS SUPPORT IN THE AMOUNT OF \$4,500.00 MONTHLY THROUGH MARCH 25, 2025 AT WHICH TIME IT WILL AUTOMATICALLY RENEW MONTHLY.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 7, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a contract with Narrative12 for communications support in the amount of \$4,500.00 monthly through March 25, 2025” is enumerated, this consent item is thereby approved. The Narrative12 contract follows the Osmose agreement.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill recognized all City departments that assisted with the past weekend of tournaments and the Starkville Derby Dachshund Dash.

BOARD OF ALDERMEN COMMENTS:

Alderman Perkins recognized former Alderwoman Jeanette Self who was in attendance.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that citizens are concerned with loud noise late at night near Washington Street. He also asked everyone to work with school traffic issues in the afternoons.

Julian Gallo, Ward 2, thanked Alderman Sistrunk for her patience and guidance as he shadowed her the past year as part of his school mentorship program. He stated he has a new respect for volunteerism.

Catherine Nobles, Starkville’s Miss Hospitality, W3, thanked the City for their sponsorship and noted she would represent Starkville to the best of her ability.

PUBLIC APPEARANCE: None

April 18, 2024

Ms. Lesa Hardin
City Clerk
City of Starkville
200 North Lafayette Street
Starkville, MS 39760

**RE: CHANGE ORDER FOR PROJECT NO. 101E6001
WOOD POLE MAINTENANCE AND INSPECTION SERVICES – 2024**

Dear Ms. Hardin:

Osmose is submitting the attached change order for your approval and acceptance. This pertains to the inspection and treatment of approximately 6,897 distribution poles in 2024.

We have included Exhibit A, as this is an integral part of this proposal that outlines the technical specifications we are proposing. Any contract or agreement that results from this proposal shall include Exhibit A, whether or not it is specifically referenced in the contract and should be referenced in any Purchase Order issued for work specified under this contract.

We look forward to working with you on this important project. If this change order is acceptable, please sign and return the attached Acceptance of Proposal so we can schedule crews to begin this project.

If you need further assistance or have any questions concerning this change order, please do not hesitate to contact Chris Smith at (318) 245-5172.

Sincerely,



Francesco Zimbardi
VP-Contracts & Project Management

Attachment
FZ/hm

C: File
1041629

Price Schedule 1

Effective 04/18/2024 – 12/31/2024

Line	Item	Price
1	VISUAL	\$ 7.44
2	SOUND AND BORE	\$ 8.39
3	PARTIAL EXCAVATE	\$ 30.60
4	EXTERNAL TREAT MP500	\$ 46.78
5	EXTERNAL TREAT CUBOR	\$ 46.78
6	INTERNAL TREAT	\$ 22.30
7	EXCAVATED REJECT	\$ 43.08
8	OSMOFUME - PER HOLE	\$ 11.14
9	MITC-FUME PER TUBE	\$ 11.14
10	PRIVATE PROPERTY	\$ 14.98
11	INSTALL POLE TAG - CUSTOMER	\$ 8.16
12	INSTALL GUY MARKER-CUSTOMER	\$ 7.14
13	RISERS	\$ 15.02
14	GPS READING 1-10 METER	\$ N/C
15	OSMOSE O360 ONLINE DATA	\$ N/C
16	TRANSMISSION ADDER	\$ 40.80
17	CLEAR BRUSH AROUND POLE	\$ 9.92
ADDITIONAL ITEMS		
18	TAG REMOVE/REPLACE	\$ 6.42
19	STREETLIGHT AUDIT	\$ 2.00

Pricing Notes

Taxes: Any applicable taxes will be applied to invoices as additional charge to billable items listed above. This includes but may not be limited to the Mississippi Contractor's Tax. Taxes will be listed as a separate line item on each invoice.

Private Property: The Private Property rate will be applied when a crew attempts to access a pole that cannot be reached due to homeowner/business access restrictions or limitations.

GPS Data: The GPS data (per structure) item includes a GPS point with an accuracy level of one to ten meters (1-10 meters). One attempt will be made to collect the GPS point. If requested however, Osmose field technicians can return to any pole location, for an hourly rate, to recollect data.

Clear Brush: This line item is used for accessing the structure for inspection purposes only. This does not constitute as clearing wildfire fuel and is not intended to replace or complement the structure owner's vegetation management program, which remains the responsibility of the owner.

Market Based Adjustment: If during the term of this proposal unforeseen economic conditions (including but not limited to, fuel and raw material price increases, energy, government or regulatory charges, pandemic, etc.) change Osmose's cost of providing products and or services to Customer, Osmose may increase its rates and charges or impose applicable surcharges to cover such increased costs, provided Osmose presents satisfactory documentation of such increases.

Invoicing: Osmose will furnish Customer with a detailed invoice of the number of billable items and amount due on a bi-weekly basis. Payment is due in accordance with the contracted payment terms. If Customer disputes any invoice item, Customer will give Osmose written notice of such disputed item within five (5) days from receipt of the invoice and shall pay Osmose the undisputed portion of the invoice when due.



Resilient Grids. Strong Networks. Safe Energy.

ACCEPTANCE OF PROPOSAL

To accept the attached change order as written and authorize the work to be performed, please fill out, sign, and return this page via email to OsmoseContracts@Osmose.com. This price proposal is valid for 90 calendar days from the date of the change order.

SIGNATURES

We hereby accept the attached change order as written and authorize Osmose Utilities Services, Inc. to perform the work. Osmose will perform the work in accordance with the terms and conditions under your Agreement dated January 3, 2024.

AUTHORIZED SIGNATURE	
PRINTED NAME	
DATE	
COMPANY NAME	CITY OF STARKVILLE

OSMOSE CONTACT

If you have any questions or would like to discuss this proposal in more detail, please contact:

NAME	CHRIS SMITH
TITLE	DIRECTOR BUSINESS DEVELOPMENT
PHONE	(318) 245-5172
JOB #	1041629
PROJECT DESCRIPTION	CHANGE ORDER FOR PROJECT NO. 101E6001 - WOOD POLE MAINTENANCE AND INSPECTION SERVICES - 2024

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

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DRAWING 1 STANDARD AND SHELL BORING

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

1.0 General

1.1 Scope: This specification is intended as a basis for the inspection of wood poles. Poles less than 10 years old will only be visually inspected and reported if the visual inspection warrants no further action. Poles 50 years old and/or older will be considered rejects and tagged as such. All other poles are to be inspected both above and below the groundline area.

1.2 Contract Definitions

1. OWNER: Starkville Utilities
 2. CONTRACTOR: Osmose Utilities Services, Inc.
- 1.3 CONTRACTOR Requirements: CONTRACTOR shall furnish all supervision, labor, tools, equipment, report forms, field adaptable handheld data collection devices, transportation, and material necessary for the inspection and treatment of OWNER's poles as identified. OWNER will furnish copies of this specification and necessary maps showing locations of poles which are the subjects for inspection and/or treatment. OWNER shall provide CONTRACTOR the legal right to access the work site.

CONTRACTOR is required to have a minimum of 10 years in the in-service pole inspection and treatment business. CONTRACTOR must have documented programs/policies conforming to the Environmental Protection Agency ("EPA"), the Occupational Safety and Health Administration ("OSHA"), the Department of Transportation ("DOT"), along with all federal and state pesticide regulations. These policies must include a safety manual, pesticide training manual and test, standards for safe storage of preservatives on vehicles, operating policies for CONTRACTOR's personnel to handle preservatives and procedures for disposing of empty containers used for pole treatment in compliance with label requirements, and OSHA regulations involving Personal Protective Equipment ("PPE").

CONTRACTOR shall maintain throughout the term of the applicable agreement, in full force and effect, in amounts reasonably satisfactory to OWNER and otherwise in compliance with applicable law, the following insurance coverages: Workers' Compensation, Commercial General Liability (including Public Liability, Personal Injury, Property Damage, and Contractual Liability) and Automobile Liability. Prior to the commencement of the work, CONTRACTOR shall furnish OWNER with a certificate evidencing said coverages.

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1.4 Personnel Qualifications:

1.4.1 Foremen Qualifications: Each Foreman shall have:

- A minimum of eight weeks formal training in the art of inspecting and treating poles and/or
 - A minimum of six months experience as a pole inspector
 - Passed a written or demonstration test to the satisfaction of CONTRACTOR
 - Passed a CONTRACTOR-approved pesticide training program, qualifying the Foreman having the expertise and training to handle wood preservatives
 - Met the applicable state requirements for a commercial applicator
- OWNER reserves the right to ask for evidence of previous experience and training in the form of letters of reference and test results. Personnel are subject to approval by OWNER.

1.4.2 Supervisor Qualifications: The Supervisor shall:

- Have a valid state pesticide applicator's license in the appropriate category for treatment of wood poles
- Hold the position of CONTRACTOR's Supervisor in the state in which the work is to be performed
- Have sufficient field experience in the art of inspecting and treating poles

1.4.3 Manager Qualifications: The Manager shall:

- Have a valid state pesticide applicator's license in the appropriate category for treatment of wood poles
- Hold the position of CONTRACTOR's Manager in the state in which the work is to be performed
- Have sufficient field experience in the art of inspecting poles

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- 1.5 **Workmanship and Damages:** All work shall be performed in a workmanlike manner and shall be in accordance with this specification and all applicable federal and state regulations. OWNER considers work not in accordance with this specification or work not in accordance with state and federal regulations, or unskilled or careless work, to be sufficient reason to order CONTRACTOR to stop work. Work will not be allowed to resume until deficiencies are corrected to the reasonable satisfaction of OWNER. Further, OWNER reserves the right to require CONTRACTOR to replace any worker before work is allowed to continue. If not satisfied, OWNER will consider this to be just cause for termination of the contract.

Any damages, real or personal, off the right of way arising solely from the negligent performance of the work specified herein, or any damages on the right of way arising solely as a result of negligent operations, shall be settled promptly by CONTRACTOR.

OWNER recognizes that linemen must inspect all poles to their satisfaction prior to climbing, whether or not such poles have been inspected by a third-party contractor. An inspection and/or treatment tag on a pole is not a guarantee the pole is safe to climb. OWNER should inform linemen that the inspection tag only means the pole was inspected in the stated year in accordance with the contract specifications. An inspection tag is neither an expressed nor implied warranty that the pole meets the National Electric Safety Code ("NESC"), the General Order No. 95 ("GO 95"), nor any other applicable standard. Linemen must also practice all other safety procedures when climbing poles and changing out or adding equipment or lines or cutting lines, all of which may create an unbalanced load. An unbalanced load may cause sound poles to fail.

1.6 **Quality Control**

- 1.6.1 **Quality Control Inspection:** A Quality Control ("QC") inspection shall be performed for each Foreman's work at least once every four weeks on work completed since the previous QC inspection. The QC inspection will be conducted with CONTRACTOR's Supervisor or Manager, and at OWNER's option, with OWNER's representative when available. The QC inspection shall consist of the partial to complete re inspection of those poles selected by the CONTRACTOR's Supervisor or Manager, or by the OWNER's representative, to compare the results shown in the pole inspection records with those existing in the field.

The re-inspection shall include, but not be limited to, the re excavation, re treatment, and re wrapping of those poles that were inspected below groundline. CONTRACTOR's cost of said re treatments shall be borne by CONTRACTOR. At least three poles will be selected for each QC inspection. OWNER shall be issued a copy of the QC results within a reasonable amount of time upon request to CONTRACTOR.

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- 1.6.2 **Discrepancies and Corrective Action:** Any serious errors will be brought to the attention of CONTRACTOR. Corrective action, reasonably satisfactory to OWNER, must be taken by CONTRACTOR to remedy the situation before the next QC check. The corrective action may include, but not be limited to, reworking each pole back to the previous QC check point at no cost to OWNER.
- 1.7 **Definitions for Inspection and Treatment:** Pole inspection and treatment categories are defined as follows:

- 1.7.1 **Reported Pole (Visual Inspection):** A reported pole is a pole less than 10 years old about which OWNER desires information, including poles the CONTRACTOR identifies as not present in the field, or any pole that is judged to be unserviceable prior to excavation (as specified in Section 3.2), or any pole which is determined by CONTRACTOR, in CONTRACTOR's reasonable opinion, to be inaccessible (temporarily inaccessible, customer refusal or permanently inaccessible). The specific reason the pole is recorded as Reported Pole will be noted in the pole record. Poles less than 10 years old may be subjected to further evaluation at CONTRACTOR's discretion. Copper naphthenate and Cellon treated poles shall be partial excavate inspected according to Section 3.3 regardless of age.

This inspection method provides no indication of groundline wood strength except for the possible notation of pole class. If used alone, this inspection provides little information to help OWNER improve its pole plant. This inspection method will miss most priority and reject poles.

- 1.7.2 **Sounding and Boring:** Poles shall be sounded with a hammer from either groundline or above groundline as applicable, to as high as an inspector can reach in order to locate exterior decay or interior pockets of decay. Inspector shall bore pole at least once to detect interior decay (a shell thickness indicator shall be used to detect the existence and extent of interior decay). If decay is present, the pole shall be bored a sufficient number of times to determine the location and extent of decay discernable with this method. Bored holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

This inspection method can miss poles without sufficient strength to meet NESC, GO 95, or other mandated overload capacity requirements, and there is the possibility of missing those poles with insufficient strength to support the current loading. This is particularly true when the decayed area is below ground level or if the inspector's tools do not contact hidden, damaged areas. The effectiveness of this inspection method is outlined in Exhibit B.

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- 1.7.3 **Partial Excavation:** Poles that are partially excavated on one side of the pole as specified in Section 3.3 below.

This inspection method can be expected to identify many but not all inspected poles with decay below ground or other conditions causing a reduction in the required strength at groundline. The effectiveness of this inspection method is outlined in Exhibit B.

- 1.7.4 **Fully Excavated Pole:** Any pole passing the above ground visual inspection (other than poles defined in Section 1.7.1) which has been excavated around the entire circumference as specified in Section 3.4.

This inspection procedure constitutes the most thorough method known in the industry. Nevertheless, obstructions such as rock, adjacent buildings, sidewalks, keys, roots, risers, deep decay, underground cables, and other obstacles prevent "full" excavation and/or treatment with respect to depth, circumference, or both.

Typically, once the excavation is made to improve inspection accuracy, the procedure also includes treatments. Used in conjunction with visual inspection, historical data shows approximately 98% of reject and priority poles will be found.

- 1.7.4.1 **Externally Treated Pole:** A groundline treated pole is any fully excavated pole designated by OWNER which, upon inspection, is found to be a candidate for external preservative treatment. Treatment is specified in Section 5.2.

- 1.7.4.2 **Fully Excavated Rejected Pole:** A fully excavated rejected pole is any fully excavated pole that meets the criteria specified in Sections 3.2, 3.3.3, and/or 4.1.

- 1.7.4.3 **Externally Treated Reject Pole:** An externally treated reject pole is a fully excavated rejected pole that, after inspection, meets criteria for pole restoration. A pole found to be restorable will be groundline treated provided enough sound wood remains. The inspector will make a notation in the data as to whether a pole can or cannot be restored.

- 1.7.5 **Rejected Pole:** A rejected pole is any pole that meets the criteria specified in Sections 3.2, 3.3.3, and/or 4.1.

- 1.7.6 **Priority Pole:** A priority pole is any pole that is in need of immediate attention (restoration or replacement); usually has less than one-half of its original circumference and/or 13% or less remaining original strength **(if OWNER opts to specify alternative criteria, it must be specified in writing to CONTRACTOR)**. The location of priority poles will be reported to OWNER's representative as specified by OWNER in writing.

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- 1.7.7 **Percent Remaining Strength or Remaining Section Modulus:** Percent remaining strength is the estimated percentage of bending strength remaining in a pole compared to its original strength when reductions are made for decay or mechanical defects noted by the Foreman. OWNER acknowledges that the percent of remaining strength is an estimate based on the information outlined herein and generally are not accurate for poles that are not excavated.
- 1.7.8 **Internal Treatment:** CONTRACTOR's EPA-registered insecticide and preservative (as specified in Section 5.4) solution is applied internally as a liquid under 40 PSI minimum pressure, or as a foam under reduced pressure, through a set of multiple borings to any insect cavities/voids and/or internal decay voids that constitute a size of 1/2" or larger.
- 1.7.9 **Fumigant Treatment:** CONTRACTOR's EPA-registered fumigant treatment. CONTRACTOR shall apply a fumigant treatment(s) to OWNER's poles as specified in Section 5.3.
- 1.7.10 **Through-Bored Poles:** Poles with a series of small diameter holes drilled through the groundline area of the pole during the manufacturing process to enhance the original treatment.
- 1.8 **Copper Naphthenate and Cellon Treated Poles:** Due to inconsistencies with the original treatment process, poles manufactured with copper naphthenate or Cellon (pentachlorophenol in lp gas) treatment can be prone to inconsistent decay patterns and there is a probability of decay being present at heights far above groundline. Due to these inconsistent decay patterns, an accurate assessment of copper naphthenate and Cellon treated poles cannot be performed using traditional inspection procedures of sound and bore and/or partial or full excavate at groundline. OWNER should assume that any inspection information provided by CONTRACTOR is incomplete and does not represent an accurate opinion on the serviceability of the pole. CONTRACTOR does not warrant or offer any type of indemnification on any inspections performed on copper naphthenate or Cellon treated poles.

Furthermore, it is recommended that OWNER inspect copper naphthenate and Cellon treated poles above the groundline to the tip or the maximum height allowed. CONTRACTOR does not perform this service.

2.0 **General Precautions and Requirements for Preservative Applications:**

- 2.1 **General Restrictions and Requirements:** All preservatives shall be handled and applied in accordance with the product label, and in a manner to prevent damage to vegetation and property. Only preservatives registered by the EPA and the appropriate State Department of Agriculture for the intended use of remedial pole treatments will be considered for approval by OWNER. Preservatives not labeled for use as remedial pole treatments shall not be used.

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No preservatives shall be applied by CONTRACTOR where a pole is readily identifiable as: (i) located on any school property (Day care(s) and Grades K-12); (ii) in a vegetable garden; (iii) in organic farm fields; (iv) within 10' of a stream or standing water body; or (v) within 50' of a private well. OWNER acknowledges that all vegetable gardens, organic farm fields and wells may not be identifiable by CONTRACTOR.

Any container in which a preservative is stored shall be stored in a securely locked container, toolbox, or bolted to vehicles on the right of way and kept locked when left unattended. Empty preservative containers shall be removed from the right of way and kept in a locked compartment until disposal. Disposal of preservatives and their containers shall be in accordance with the product label as well as the rules and regulations of all appropriate federal and state agencies.

- 2.2 Pesticide Licensing and Reporting Requirements:** CONTRACTOR shall be a certified commercial pesticide applicator for the preservative applications specified in this specification, and each crew shall be supervised by a full time Supervisor who is licensed and certified by the state where the work is to be performed. CONTRACTOR shall be responsible for the accurate recording and submittal of all pesticide usage forms required at the time of application by the various pesticide regulatory agencies and for meeting all applicable federal and state rules and regulations.

CONTRACTOR is required to have in its possession copies of the preservative labels and Safety Data Sheets ("SDS") for all pesticides being used. Upon request, the SDS and labels will be shown to anyone desiring this information. Properly completed shipping papers will also be carried on each vehicle which is transporting pesticides.

- 2.3 Material Handling:** Accidental releases of preservative shall be immediately cleaned-up in a manner consistent with label requirements and federal and state regulations.

CONTRACTOR shall provide each crew with a recovery kit containing sufficient materials for cleaning-up and neutralizing accidental releases of both paste and liquid preservatives. The recovery kit shall consist of, but not be limited to, the following materials: absorption material (such as sawdust or oil dry), baking soda or laundry detergent, ammonia (undiluted), and trash bags for storage of waste.

- 2.4 Proper Equipment:** CONTRACTOR shall provide each crew with all required PPE as specified by the label, such as goggles, sleeves, non-permeable gloves, and aprons. In addition, hard hats and a change of clothing will be provided. All field employees are required to wear work boots and hard hats.

CONTRACTOR shall provide a truck that has covers and locks adequate to satisfy applicable federal and state DOT regulations in which to store and transport the preservatives.

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2.5 Pesticide Training: Each pole inspector and/or Foreman shall be required to pass a pesticide training program which addresses the biology of wood destroying insects and fungi, the proper and safe handling, storage, disposal, and transport of pesticides, product labels, SDS, and emergency procedures for accidental releases. CONTRACTOR's pesticide training program is to be in addition to state requirements for applicator licensing.

2.5.1 Hazard Communication and Safety Program: CONTRACTOR shall provide to its employees with a hazard communication program which addresses the purpose of using pesticides, SDS and product labels, protective safety equipment, and clothing and product information. A safety manual and program will be utilized by CONTRACTOR and its employees.

3.0 Inspection:

3.1 Preparation: When work is to be done in close proximity to a home, if possible, the property owner should be notified that a pole inspection is being performed by OWNER. Light brush will be removed from around the pole to allow for proper excavation, inspection, and/or treatment unless permission for removal is denied by property owner (excessive brush removal may require an additional charge). Property owner's denial will be indicated in the remarks column on the pole report. If permission for excavation is denied, the pole will be sounded and bored and fumigant treated, providing the pole is serviceable. CONTRACTOR will not inspect or perform work on poles inaccessible by Acts of God or by any causes beyond the control of CONTRACTOR. Reason for the lack of inspection will be noted in the remarks column of the pole report.

3.2 Above-Ground Inspection:

3.2.1 Wood Poles: A visual inspection of all wood poles shall be made from groundline to the top of the pole. The following defects visible from the ground with a naked eye will be noted: woodpecker holes, split tops, decayed tops, broken insulators, rotten/broken crossarms, broken ground wires, and slack/broken guy wires. If the pole is obviously not suited for continued service due to readily identifiable serious defects, it shall either: (i) not be tested further and simply be reported and marked on the inspection form as a reported reject; or (ii) the pole may be sounded and bored to determine whether or not it is a priority pole and be reported on the inspection form as a sound and bore reject.

3.2.2 Concrete Poles: A visual inspection only, shall be made from groundline to the top of the pole of all concrete poles. The following defects visible from the ground with a naked eye will be noted: Cracks, rust, spalling, exposed metal such as spiral wire or rebar, broken or burned ground wires, broken insulators, rotten/broken crossarms, and slack/broken guy wires.

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- 3.2.3 Composite or Fiberglass Poles:** A visual inspection only, shall be made from groundline to the top of the pole of all composite or fiberglass poles. The following defects visible from the ground with a naked eye will be noted: Cracks, broken or otherwise damaged areas, burned sections, deterioration of the poles protective coating including separation of layers or fibers protruding through the protective coating, broken insulators, rotten/broken crossarms, and slack/broken guy wires.
- 3.2.4 Metal Poles/Laced Towers:** A visual inspection only, shall be made from groundline to the top of the pole/structure of all metal poles and laced towers. The following defects visible from the ground with a naked eye will be noted: Cracks, rust that is either completely through or nearly completely through metal, loose, or missing bolts, bent or missing members, cracks in concrete foundation, broken insulators, broken ground wires and slack/broken guy wires.
- 3.3 Partial Excavation:** All poles that pass the above ground visual inspection (other than poles defined in Section 1.7.1) shall be partially excavated on one side of the pole. Excavations will be 8" wide and 8" deep (exceptions include poles in pavement, or poles that are otherwise inaccessible; if accessible, these poles will be sound and bore inspected. The pole will be sounded and bored as specified in Sections 3.5 and 3.6 and the pole surface will be checked for signs of external decay.
- 3.3.1 No Surface Decay:** If no surface decay is suspected and the borings indicate no internal decay, no further action is required. The partial excavation will be backfilled.
- 3.3.2 Surface Decay:** If surface decay is suspected, the pole will be fully excavated as specified in Section 3.4 and decay will be removed as specified in Section 3.7. Evaluation and treating will be performed as specified in Sections 4.0 and 5.0.
- 3.3.3 Extensive Decay:** If extensive decay is present and it is obvious that the pole is a reject as specified in Section 4.0 and does not require treatment as specified in Section 5.2, no further action is required and the pole will be backfilled.
- 3.3.4 Internal Decay:** If internal decay is suspected or present and the pole is not a Southern Pine Species, the pole will be treated with a fumigant as specified in Section 5.3 and the partial excavation will be backfilled. If the pole is a Southern Pine Species, it will be fully excavated and evaluated as specified in Section 3.3.2 above.
- 3.3.5 Internal Void:** If an internal void is present and the pole is not a Southern Pine Species, the pole will be treated with a fumigant as specified in Section 5.3 and an internal treatment as specified in Section 5.4 and the partial excavation will be backfilled. If the pole is a Southern Pine Species, it will be fully excavated and evaluated as specified in Section 3.3.2 above.

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- 3.4 **Full Excavation:** All poles meeting the criteria defined in Sections 3.3.2, 3.3.4, and 3.3.5 shall be excavated around the entire circumference to a depth of 18" below groundline (exceptions include poles in pavement, poles with underground power risers, poles in vegetable gardens and poles in organic farm fields; these poles will be sound and bore inspected. Poles in vegetable gardens and poles in organic farm fields may be full excavated at OWNERS option, however these poles shall not be treated with remedial treatments). Poles which cannot be excavated to the proper depth around the entire circumference for legitimate reasons (such as large rocks, large roots, or other obstructions) will have the obstruction and the extent of excavation noted in either the remarks or notes section of the pole report. The excavation will be approximately 10" from the pole at ground level and 4" from the pole at the 18" depth. For excavation in lawns, sod grass areas, or flower gardens, care will be taken to keep the surrounding area as clean as possible. The sod around pole shall be carefully cut and neatly stacked. Poles installed on slopes shall be excavated to a minimum depth of 18" on the down slope side and 18" on the high side. Tarpaulins or ground cloths shall be used whenever possible to minimize the possibility of any property damage and to aide in the tracking of excavated holes (exceptions should be rare and would include situations where the slope is too steep or the ground surface too uneven to allow for effective use).
- 3.5 **Sounding:** Poles shall be sounded from as high as the inspector can reach to the exposed groundline area in order to locate interior pockets of decay. Hammer marks should be visible to indicate that the area was sounded.
- 3.6 **Boring:** Inspector shall bore the pole with a 3/8" bit at a 45° angle to a depth of the center line of the pole. Bore hole(s) shall be located approximately 6"-8" below ground on excavated poles, and at groundline for non-excavated poles. A shell thickness indicator shall be used to detect the existence and estimated extent of any interior decay. If enclosed decay pockets are evident in a pole, a minimum of four borings will be taken to determine the size and extent of decay. Bored holes shall be plugged with tight fitting treated wood dowels or plastic plugs.

Shell Borings are made at an angle of approximately 60°. The hole is bored in a manner so the boring stays within the outer 2-3" of shell. Therefore, the hole is intentionally bored off-center from the pole. Shell borings will be made at the discretion of the inspector based on field/pole conditions and pole species. Refer to DRAWING 1 for a visual example of shell boring. Non-excavated poles will receive 1 shell boring in addition to the 45° boring. Excavated poles not excavated around the entire circumference, shall receive 1 shell boring in the non-excavated area.

- 3.7 **Chipping:** All poles that will be externally treated will have all loose and decayed wood removed from 18" below groundline to 6" above groundline. A quality chipping tool will be used for this procedure to obtain a smooth, clean removal of wood. External decay pockets will be shaved or chipped to remove decayed wood from the pole. Removed wood shall be removed from the hole and surrounding ground and disposed of properly.

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Care should be taken not to remove good wood as this will reduce the strength of the pole. The pole will be scraped using a check scraper or wire brush to remove dirt from treatment zone.

4.0 Evaluation:

4.1 Determining Remaining Groundline Strength or Minimum Groundline Effective Circumference: Measurements of the following decay and damage conditions shall be collected and input into a strength calculating program which will calculate the remaining strength of the pole: shell rot, exposed pockets, enclosed pockets, and mechanical damage.

Decay measurements are entered with consideration for the orientation to the line of lead and the program models the resulting cross section. Multiple types of damage are combined within the calculations and the center of gravity of the pole cross section is adjusted accordingly.

The output is shown as the estimated Percent Remaining Strength. The traditional Groundline Effective Circumference will be reported as well. This is the circumference of a smaller, sound pole that approximates the bending capacity equivalent to the decayed pole's remaining strength.

The strength calculating program will only display percentages of remaining strength for excavated poles and poles that are sound and bore inspected. An estimated Groundline Effective Circumference is the only reported value for poles which are not excavated or sound and bore inspected.

A "Reject Pole" is:

- Any excavated pole with a remaining strength of less than 67%.
- Any pole which does not receive a partial excavate inspection with decay that results in a reduction of remaining strength, regardless of the estimated remaining strength. Groundline remaining strength for non-excavated poles is estimated based on the limitations of the inspection method.

A "Priority Pole" is:

- A pole with an effective circumference of less than 50% of its original circumference and/or 13% or less remaining original strength and shall be reported to OWNER's representative as specified by OWNER in writing (if OWNER opts to specify alternative criteria, it must be specified in writing to CONTRACTOR as specified in Section 1.7.6).

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4.2 Previously Restored Poles: Poles previously restored with Osmo-C-Truss(es) or Osmo-C2-Truss(es) shall be evaluated just above the second lowest band and at the top of the truss as outlined in Section 4.3.

- Poles that do not meet the minimum shell requirements will be classified as rejects.
- Poles that meet the minimum shell requirements will be classified as serviceable poles and internally treated above ground according to Section 5.4 (Poles will be fumigant treated above ground according to Section 5.3).
- Loose, missing or severely corroded bands and seals will be noted.

4.3 Determining Reinforceable Candidates: When the initial inspection results in the rejection of a pole, the pole shall be marked for replacement or reinforcement. The following inspections shall be performed to determine if the pole is reinforceable:

4.3.1 Inspection Point 1: Groundline Pole Condition

- Poles exhibiting **shell rot** at or below groundline shall have a minimum remaining sound wood circumference of 33% or greater than the original groundline circumference and/or 4% remaining strength.
- Hollow poles and poles with internal decay shall maintain one-half inch (1/2") of average sound shell at or below groundline for single or double truss applications.

Note: All shell thickness requirements listed in Sections 4.3.2 and 4.3.3 are for poles up to and including 65' in length. For poles 70' and longer, all shell requirements shall be increased by 1" (3" at the lower band position for a single truss, or 2" for a double truss, and 5" at the top of the truss):

4.3.2 Inspection Point 2: Lower Band Pole Condition:

- A **single truss** application requires two inches (2") or greater of average sound shell at fifteen inches (15") from groundline.
- A **double truss** application may have less than two inches (2") but requires greater than or equal to one inch (1") of average sound shell at fifteen inches (15") from groundline.

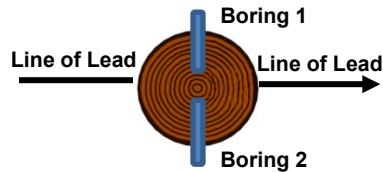
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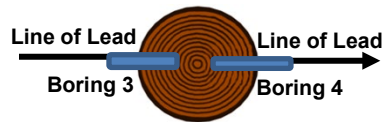
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Procedure to determine lower band average sound shell:

- A.) Drill two (2) 3/8" diameter holes at fifteen inches (15") above groundline perpendicular to the line of lead. Refer to Figure 3 for line of lead orientations for common line construction types.



- B.) If the average sound shell from these 2 borings is two inches (2") or greater, proceed to **Inspection Point 3** below.
- C.) If the average sound shell is less than two inches (2"), bore 2 additional holes in the line of lead. If the average of all 4 borings is two inches (2") or greater, proceed to **Inspection Point 3**.



- D.) If the average is still less than two inches (2") but greater than one inch (1"), the pole can be reinforced with double trusses, which combined, provide the desired strength. Proceed to **Inspection Point 3** below to determine double truss required height above groundline.
- E.) If the average sound shell is less than one inch (1"), the pole may be deemed non-restorable or consult with Osmose engineering for alternative restoration methods.

4.3.3 Inspection Point 3: Top of Truss Pole Condition

- A **standard truss** requires an average sound shell of four inches (4") or greater at the installed height of the standard truss required, typically five feet (5').
- A **tall truss** requires four inches (4") or greater of average sound shell anywhere from six to eight feet (6'-8') above groundline.

Procedure to determine top of truss average sound shell:

- A.) Drill two (2) 3/8" diameter holes at five feet (5') above groundline perpendicular to the line of lead.

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- B.) If the average sound shell from these two (2) borings is four inches (4") or greater, reinforce the pole with the appropriate truss or trusses as shown in Figure 4 or 5.
- C.) If the average sound shell is less than four inches (4"), Drill two (2) 3/8" diameter holes at six or eight feet (6' or 8') above groundline perpendicular to the line of lead in order to find four inches (4") or greater of average sound shell.
- D.) If the average sound shell from these two (2) borings is four inches (4") or greater, reinforce the pole with a truss with an installed height above groundline at least as tall as where 4" or greater of average sound shell is found.

Note: *In the instance where a pole would require double trussing due to average sound shell thickness at 15", but obstructions on the pole or a customer request would limit a restoration to only 1 truss, the pole can be checked for 2" of average sound shell at 26" and a single tall truss can be installed with lower banding installed at 26".*

- 4.3.4 All inspection holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

5.0 Treatment:

- 5.1 **General:** All fully excavated poles (as defined in Section 3.4) which are serviceable shall be treated as specified in Section 5.2. All non-excavated poles (except as defined in Section 1.7.1) and certain excavated poles shall be treated with a fumigant treatment as specified in Section 5.3 (note reinforceable candidates cannot be treated with a fumigant treatment until after the pole has been reinforced). If internal decay is indicated, an appropriate solution shall be selected and applied (as specified in Section 5.4).

- 5.2 **External Groundline Treatment:** All poles which are fully excavated and serviceable are to be groundline treated with a preservative paste which shall be applied to the pole (a minimum of 1/16" thick) from 18" below groundline to 3" above groundline. Reinforceable candidates will not be externally treated. The preservative paste shall be composed of the following ingredients:

MP500-EXT®	
Ingredients	Amount
Copper Carbonate (Metallic Copper Equivalent is 1%)	1.73%
Sodium Tetraborate Decahydrate	43.7%
Inert Ingredients	54.57%
Total	100.00%

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

Or

Cu-Bor	
Ingredients	Amount
Copper Hydroxide (Metallic Copper Equivalent is 2%)	3.1%
Sodium Tetraborate Decahydrate (Boric oxide equivalent 16.4%)	43.5%
Inert Ingredients	53.4%
Total	100.00%

Alternative materials will require prior approval from OWNER. Alternative materials will be applied at the maximum rate according to the product label. Long-term retention studies should be made available to assure results.

CONTRACTOR shall treat all exposed pockets and checks using a brush or trowel. Where obstructions occur (such as fences, curbs, and walls) the preservative shall be applied up to obstruction to insure complete coverage.

5.2.1 Wrapping of External Treatment: A polyethylene-backed kraft paper moisture barrier such as "OsmoShield" is to be applied over the wood preservative. The moisture barrier shall cover preservative to a depth of 18" and extend 1" above the top of treatment zone, for a total of 22". It shall be of sufficient length to go around the pole with an overlap of approximately 4" and shall be stapled to the pole at the top and side seams of the barrier.

Pasture wrap shall also be used in areas of livestock; it will be stapled around the top edge of the moisture barrier to act as an additional protective barrier.

5.3 Fumigant Treatment: Serviceable poles (except as specified in Section 1.7.1 and Through Bored Poles) will receive a fumigant treatment(s) based on the following criteria:

- Poles that were identified for full excavation according to Section 3.4 which cannot be 75% excavated due to obstructions (i.e., curbs, pole keys, large roots, fences, etc.), and all poles where internal decay is present or suspected and/or where voids of less than ½" are present.
- Non-Southern Pine Species Poles that were partial excavate inspected according to Sections 3.3.4 and/or 3.3.5.
- Poles that were sound and bore inspected according to Sections 3.3 and/or 3.4 where external decay is present or suspected and/or where internal decay is present or suspected and/or where voids of less than ½" are present.

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EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

CONTRACTOR shall apply the fumigant treatment(s) to poles using the following treatment(s)/application method(s):

MITC-FUME® (Contains 97% Methyisothiocyanate)	
Pole Circumference (Inches)	Number of Holes Drilled
< 16"	MITC-FUME should not be applied to poles less than 16" in circumference due to inadequate cross section for required boring depth
16 to 28	Two holes 8"- 10" deep spaced 120° apart and 12" higher than the previously bored hole.
29 to 35	Three holes 14" deep spaced 120° apart and 6" to 8" higher than the previously bored hole.
36 to 49	Four holes 14" deep spaced 90° apart and 6" to 8" higher than the previously bored hole. .
50 to 59	Five holes 14" deep spaced 70° apart and 6" to 8" higher than the previously bored hole.
60 to 69	Six holes 14" deep spaced 60° apart and 4" to 6" higher than the previously bored hole.
70 to 79	Seven holes 14" deep, the first two at groundline 180° apart, and the remaining five spaced 60° apart and 4" to 6" higher than the previously bored hole).
80 to 90	Eight holes 14" deep, the first two at groundline 180° apart, and the remaining six spaced 50° apart and 4" to 6" higher than the previously bored hole.
Greater than 90	Nine holes 14" deep, the first two at groundline 180° apart, and the remaining seven spaced 45° apart and 4" to 6" higher than the previously bored hole.

CONTRACTOR's inspector shall bore 7/8" slanting holes to the specified depth, use impermeable gloves to insert one tube into each hole. Holes shall be plugged using tight-fitting treated wooden dowels or plastic plugs. For non-excavated poles, the first hole(s) are generally bored at groundline. For excavated poles, the first hole(s) may be bored below groundline.

Or

OsmoFume® (Contains 91.14% Tetrahydro-3, 5-Dimethyl-2H-1, 3, 5-Thiadiazine-2-Thione)	
Pole Circumference (Inches)	Number of Holes Drilled/Amount Applied *
> 16"	Two holes 6" – 7" deep spaced 120° apart with 12" vertical spacing. Apply one stick per hole.
16" to 28"	Two holes 8" – 10" deep spaced 120° apart with 12" vertical spacing. Apply up to 2 sticks per hole.

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

29" to 40"	Three holes 14" deep spaced 120° apart and 6" to 8" higher than the previously bored hole. Apply up to 3 sticks per hole.
41 to 49	Four holes 14" deep spaced 90° apart and 6" to 8" higher than the previously bored hole. Apply up to 3 sticks per hole.
50 to 59	Five holes 14" deep spaced 70° apart and 6" to 8" higher than the previously bored hole. Apply up to 3 sticks per hole.
60 to 69	Six holes 14" deep spaced 60° apart and 4" to 6" higher than the previously bored hole. Apply up to 3 sticks per hole.
70 to 79	Seven holes 14" deep. The first two at groundline 180° apart, and the remaining five spaced 60° apart and 4" to 6" higher than the previously bored hole. Apply up to 3 sticks per hole.
80 to 90	Eight holes 14" deep. The first two at groundline 180° apart, and the remaining six spaced 50° apart and 4" to 6" higher than the previously bored hole. Apply up to 3 sticks per hole.
Greater than 90	Nine holes 14" deep. The first two at groundline 180° apart, and the remaining seven spaced 45° apart and 4" to 6" higher than the previously bored hole. Apply up to 3 sticks per hole.

CONTRACTOR's inspector shall bore 7/8" slanting holes to the specified depth. Use impermeable gloves to install the specified number of OsmoFume sticks into each hole. Approximately 3 ounces (1 ounce for poles less than 29") of a liquid solution containing 5.84% Copper Ethanolamine Complex (Equivalent to 2% Copper Metal) and 5% Disodium Octaborate Tetrahydrate (copper-boron) will be added to each hole after the fumigant is applied. Holes shall be plugged using tight-fitting treated wooden dowels or plastic plugs. For non-excavated poles, the first hole(s) are generally bored at groundline. For excavated poles, the first hole(s) may be bored below groundline.

When treating poles that have been previously treated with granular dazomet based fumigants, residual material may remain in some holes preventing the application of the specified number of sticks and/or the specified amount of copper-boron solution. The same can apply to existing application holes that were drilled at shallow angles. In those cases, OsmoFume sticks and/or copper-boron solution will be applied to refusal, up to the specified amount.

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EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

5.4 Internal Treatment:

5.4.1 Internal Treatment: Internal treatment will be with the following solution:

Hollow Heart® CB Dilute Solution	
Ingredients	Amount
Copper Ethanolamine Complex (Equivalent to 2% Copper Metal)	5.84%
Disodium Octaborate Tetrahydrate	5.0%

Poles containing decay pockets of 1/2" or larger shall be treated by pumping the preservative into the cavity through a series of 3/8" diameter holes. If wood destroying insects are encountered in the pole, the pole will be sounded to locate the top of the insect gallery and enough holes drilled to thoroughly treat the wood and flood the galleries. The solution will be applied as a liquid at a minimum pressure of 40 PSI, or as a foam at a reduced pressure.

Beginning with the lowest hole, the preservative will be pumped into the cavity until the material flows out of the next highest hole. This hole will then be plugged and additional preservative pumped into the cavity until the cavity is filled or a maximum of one gallon is used. Sufficient holes will be bored and preservative used to assure coverage of the decayed area. All holes will be plugged with tight-fitting treated wood dowels or plastic plugs.

5.4.2 Internal Treatment for Wood Destroying Insects: At OWNER's option, poles containing signs of wood destroying insects shall be treated with the following solution:

Hollow Heart® CB Plus Dilute Solution	
Ingredients	Amount
Copper Ethanolamine Complex (Equivalent to 2% Copper Metal)	5.84%
Disodium Octaborate Tetrahydrate	5.0%
Cypermethrin (Field Mixed with the Copper Ethanolamine Complex and Disodium Octaborate Tetrahydrate)	0.25%

Poles containing signs of wood destroying insects shall be treated by pumping the preservative(s) into the cavity through a series of 3/8" diameter holes. The solution will be applied as a liquid at a minimum pressure of 40 PSI, or as a foam at a reduced pressure. Beginning with the lowest hole, the preservative will be pumped into the cavity until the material flows out of the next highest hole. This hole will then be plugged and additional preservative pumped into the cavity until the cavity is filled or a maximum of one gallon is used. Sufficient holes will be bored and preservative used to assure coverage of the decayed area. All holes will be plugged with tight-fitting treated wood dowels or plastic plugs.

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IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

The pole will be sounded to locate the top of the insect gallery and enough holes drilled to thoroughly treat the wood and flood the galleries.

6.0 Restoration of Work Site:

6.1 Back-Filling: After excavation and/or treatment, all poles will be solidly back filled. The first half of the excavation will be backfilled and tamped completely around the pole by walking on the replaced excavation; the second half will be back filled and tamped completely around the pole. The excess earth should be banked up to a maximum of 3" above normal ground level to allow for settlement. In grass areas, the sod shall be carefully placed around the pole. Rocks or stones should not be laid against the pole except where they serve to key the pole or where no other fill is available. Extreme care should be taken not to tear the moisture barrier while backfilling.

6.2 Clean-Up: No debris, loose dirt, etc. is to be left in the pole area. Private property turf, including that between the curb and the sidewalk, bushes, plants, and shrubbery are to be replaced with care. If any preservative is released on the ground, it shall be immediately cleaned-up. All containers shall be disposed of in accordance with the product label.

7.0 Pole Marking (Tagging): The work performed shall be marked with a weatherproof tag containing CONTRACTOR's name and the year of inspection in a fashion similar to the designations shown in the following drawings. The tagging scheme used by CONTRACTOR must be shown to OWNER's representative and approved before it is used.

Tags shall be supplied by CONTRACTOR and placed 5' to 6' above groundline on the roadside of the pole, below the utility pole identification marker. If inspecting or treating a pole that has previously been inspected or treated, the tag will be attached directly below the existing tag(s). The following are illustrations of the various types of "tags" used and an explanation as to when they are used. It is important that the proper tag be used on every pole that is inspected.



This diamond shaped tag represents that a visual inspection only was performed. This tag shows CONTRACTOR's name, identifies that a visual inspection was performed, and the actual year the work is performed.



This oval tag is to be used whenever a sound and bore or partial excavate inspection takes place. The tag shows CONTRACTOR's name and the actual year the work is performed.

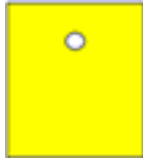
Osmose Utilities Services, Inc.

EXHIBIT A

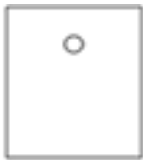
IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS



This round tag represents an inspection via a full 18" excavation and treatment with an approved paste. The tag shows CONTRACTOR's name and the actual year the work is performed.



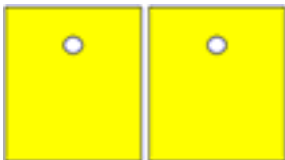
One yellow reject tag is used to denote that the pole is a reinforceable reject.



One white tag may be used to denote that the pole is a non-reinforceable reject.



One silver tag may also be used to denote that the pole is a non-reinforceable reject.



Two yellow tags are used to denote a danger or priority pole that is reinforceable.



Two white tags may be used to denote a priority pole that is non-reinforceable.



Two silver tags may also be used to denote a priority pole that is non-reinforceable.



This tag is used whenever internal treatment is injected into a pole. This tag will be used in conjunction with one or more of the above tags depending on the type of inspection performed.

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EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS



This tag is an example of a fumigant treatment tag. This tag shall be used whenever MITC-FUME is applied to a pole. This tag will be used in conjunction with one of the above tags depending on the type of inspection performed.

Or



This tag is an example of a fumigant treatment tag. This tag shall be used whenever OsmoFume is applied to a pole. This tag will be used in conjunction with one of the above tags depending on the type of inspection performed.



This tag is used whenever internal treatment is injected into a pole. This tag will be used in conjunction with one or more of the above tags depending on the type of inspection performed.

8.0 Data Collection and Deliverable:

- 8.1 **Data Requirements:** OWNER desires to conduct a comprehensive pole inspection and maintenance program. OWNER must advise CONTRACTOR in writing of the type of data OWNER wants collected by CONTRACTOR. The data will be delivered within a geospatial software environment for viewing, searching, and reporting.

OWNER desires to improve the overall quality and completeness of pole inspection data as a secondary objective of the project. The combination of a data viewing tool together with improved data quality will help improve OWNER's ability to manage pole life cycle costs. The importance of the data-collection effort requires that it be performed professionally by experienced field personnel using technology that ensures delivery of high-quality data.

CONTRACTOR will provide appropriate hardware, software, and project management to ensure that OWNER receives data that meets its requirements for accuracy and completeness. At OWNER's request, CONTRACTOR can provide a demonstration of CONTRACTOR's data collection tools, processes, and a sample deliverable.

- 8.2 **Data Specifications:** A CONTRACTOR-supplied or OWNER-supplied landbase that is acceptable to CONTRACTOR will be deployed by CONTRACTOR electronically to the field. A unique identifier will be created for each pole. Each pole will be placed on the digital landbase using GPS and/or relative positioning.

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EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

8.3 Data Delivery: Data collected will be delivered online in a geospatial enabled web-based application that includes both map and attribute views of the data. The online application shall provide access to reports and data queries with support of user generated search functions. Poles must be able to be searched and sorted into groups based on their condition, their attributes, their attachments (when applicable), and highlighted in a map view.

The online application shall provide a landbase backdrop that includes aerial imagery capable of being viewed at various zoom levels. CONTRACTOR's geospatial online application will be compatible with industry standard web browsers such as Windows Internet Explorer 7.0 or 8.0, or Firefox 2.0 or later. All incremental data deliveries will be updated on the geospatial online application. CONTRACTOR shall host the data in the online application, but OWNER shall retain ownership of data (see Section 8.4 for information regarding data archiving).

The geospatial online application shall provide the capability to view and download reports in Adobe PDF format. Reports shall consist of pole detail, weekly, and year-to-date summaries. CONTRACTOR's web-based application must support the ability to view all invoices, in Adobe PDF format, with the ability to relate each individual pole record with the corresponding invoice.

Data export functionality shall include the ability to export to an ESRI Personal geodatabase, Microsoft Access, or a comma delimited (Excel Spreadsheet) file format. The geospatial online application shall support the printing of map views and, if applicable, viewing of digital images.

CONTRACTOR shall demonstrate how its online application provides OWNER with a calculated Percent Remaining Strength for poles with decay (where applicable).

8.4 Data Archiving: CONTRACTOR will host the geospatial online application for the duration of the pole inspection project and for a maximum of 90 days after the end of the calendar year in which the project was completed. Options for additional archiving shall be made available at an additional cost. OWNER shall retain ownership of all data. Use of the geospatial online application will be governed by CONTRACTOR's online hosting agreement.

9.0 CONTRACTOR Information:

9.1 CONTRACTOR's Policies: Documentation of CONTRACTOR's policies for conforming to EPA, OSHA, and DOT regulations can be provided upon request. Examples may include:

- Summary of CONTRACTOR's safety manual
- Summary of CONTRACTOR's pesticide training manual and test

Osmose Utilities Services, Inc.

EXHIBIT A

IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

- Summary of CONTRACTOR's standards for safe storage of preservatives on vehicles
- Labels and SDS for all preservatives to be used
- Operating policies for CONTRACTOR's personnel to handle preservatives and disposing of empty containers used for pole treatment
- Summary of OSHA regulations regarding PPE

9.2 **Work Schedule:** CONTRACTOR can also supply, upon request, a schedule outlining the number of crews proposed to complete work along with start dates and completion dates.

10.0 **Invoicing:** CONTRACTOR will furnish OWNER with a detailed invoice of the number of billable items and amount due on a bi-weekly basis. Payment is due in accordance with the contracted payment terms. If OWNER disputes any invoice item, OWNER will give CONTRACTOR written notice of such disputed item within five (5) days from receipt of the invoice and shall pay CONTRACTOR the undisputed portion of the invoice when due.

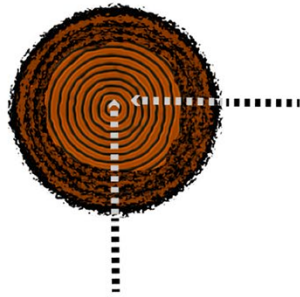
Osmose Utilities Services, Inc.

EXHIBIT A

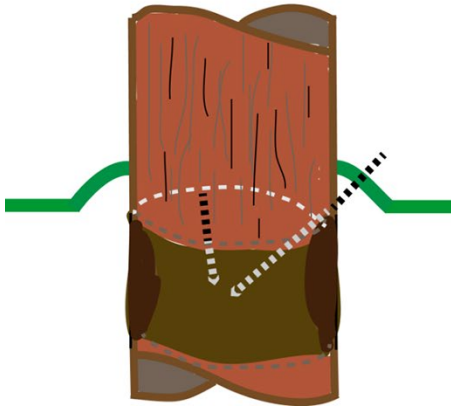
IN-SERVICE WOOD POLE INSPECTION (PARTIAL EXCAVATION) AND CONDITION-BASED TREATMENT SPECIFICATIONS

DRAWING I

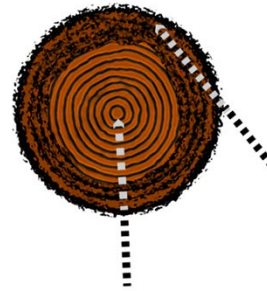
Standard Boring Inspection



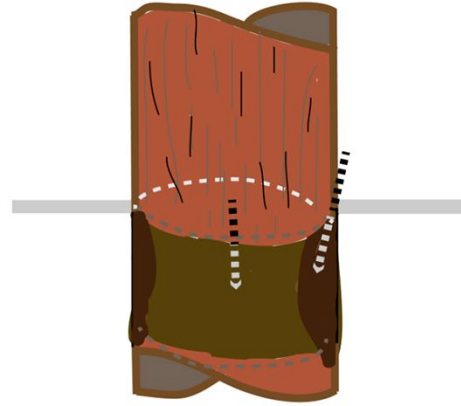
2 Borings to the center of the pole



Standard & Shell Boring Inspection



1 Boring to the center of the pole
1 Boring through the shell below GL



Agreement

Between

NARRATIVE¹²

and



March 2024

We are pleased to confirm the terms on which *Narrative12* will provide communications support to Starkville Utilities, for purposes of this document referred to as "SU."

I. NARRATIVE 12 RESPONSIBILITIES AND COMPENSATION

- A. *Narrative12* will perform the services customarily performed by a communications team as directed by SU. This contract is specifically created to focus on a comprehensive package for digital media and external communications services with a monthly budget of \$4,500.

The deliverables outlined above do not include:

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

- B. Digital media coordination shall include management of a comprehensive and dynamic social media presence that utilizes a combination of original content as well as strategically linking state and nationally relevant stories that yield audience engagement and drive traffic to the SU website. It shall not include outage updates and emergency related messaging, which will remain the responsibility of the SU administrative team. Placements shall include a minimum of three Facebook posts per week, two Instagram posts per week, and one Twitter post per workday.
- C. External communications shall include, but not limited to, responding to inquiries from external stakeholders, writing and issuing news releases or statements with prior written approval from SU, and coordinating media requests in a manner that upholds the positive image of both parties.
- D. *Narrative12* will be compensated for the performance of its services on a fee basis over the length of this agreement starting March 25, 2024. The agreement shall automatically renew for successive one-year terms unless either party notifies the other party in writing at least 30 days prior to the expiration of the then-current term of its intention not to renew.

- E. Any projects outside the scope of this agreement (such as collateral materials, slide shows, newsletters, bill inserts, special videos, advertising, etc.) will be billed separately at rates agreed upon prior to the beginning of any work.
- F. *Narrative12* shall not disseminate, or use for its own purposes, both during and after the termination of this agreement, any confidential information imparted to *Narrative12* by SU. For purposes of this agreement, "confidential information" shall mean any information imparted to *Narrative12* by SU or derived from such information or developed by *Narrative12* in connection with the services to be performed under this agreement.
- G. *Narrative12* recognizes SU's reservation of the right to modify, reject or cancel or discontinue any and all plans, schedules or works in progress; and in such event *Narrative12* will immediately take proper steps to carry out SU's instructions. SU agrees, however, to pay any and all of the proper charges and expenses incurred by *Narrative12* in connection with such work up to the time of its modification, rejection, cancellation and/or discontinuance and for properly imposed charges cancellation of any commitments previously authorized in writing by SU.

II. APPROVALS

- A. *Narrative12* will obtain approval from SU before doing any of the following:
 - 1. Adopting a communications strategy for services or products.
 - 2. Preparing a customer information campaign.
 - 3. Developing or placing messages to the SU website or social platforms.

Additional projects assigned, but not defined in this document, shall be approved and estimated on a case-by-case basis, as needed.
- B. All authorizations for services and all approvals will be made by the SU general manager unless or until others are designated in writing.
- C. It is understood that SU reserves the right to modify, revise or cancel any plans, schedules or work. In the event SU notifies *Narrative12* that it wishes to do so, *Narrative12* will take steps as promptly as is practicable to stop or revise the work. In connection with any such action, SU agrees to pay *Narrative12* according to the terms of this agreement for any work done, including any contracts and commitments *Narrative12* is unable to cancel, and to reimburse *Narrative12* for any cancellation penalties incurred.
- D. In all cases where substantial expenditures by SU are involved, *Narrative12* will obtain specific written approval before making commitments.

III. BILLING AND PAYMENTS

A. Billings to SU will be rendered as follows:

1. Charges will be billed monthly under one invoice for all agreed-upon services.
2. *Narrative12* shall submit with each invoice all supporting documentation as may be reasonably requested by SU.
3. SU will reimburse *Narrative12* at net cost for all reasonable travel and living expenses incurred by *Narrative12* staff in servicing the SU account hereunder, subject to *Narrative12* obtaining prior approval of SU for the travel.

IV. MATERIALS AND IDEAS

- A. It is understood that any plans developed by *Narrative12* will remain its property (regardless of whether any embodiment of the plans or ideas is in the possession of SU) until paid for and executed as provided in this agreement, when they shall become the sole and exclusive property of SU. *Narrative12* retains the right to reference and display the work products done for SU for *Narrative12*'s own promotional purposes.
- B. *Narrative 12* acknowledges its responsibility, both during and for one year after the end of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by *Narrative 12* on behalf of SU or disclosed by SU to *Narrative 12*.

V. INDEMNIFICATION

- A. *Narrative12*'s appointment under this agreement will be effective for one year, starting March 25, 2024. It will then automatically renew and be updated with an addendum, communicating the revised compensation and deliverable portions of the contract, based on future goals and budgets. If the agreement is not to be renewed, SU or *Narrative12* will provide a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.
- B. It is understood that the above terms will be subject to review at any time hereafter at the request of SU or *Narrative12* in light of changing business circumstances. If at any point SU or *Narrative12* determines the conditions of this agreement are not being met or services not being provided, either party may notify the other in writing of its intention to cancel the contract via a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.

- C. Upon receipt of termination, *Narrative12* shall submit to SU a written report of all current and future jobs. SU shall thereupon authorize *Narrative12* in writing which jobs shall be brought to completion.
- D. Should termination occur, *Narrative12* will bill SU for all amounts remaining due under this agreement (to the extent it has not done so already) and SU will pay such amounts within 45 days. All property and materials in the possession of *Narrative12* and previously paid for or owned by SU shall be transferred to SU or its designated representatives.
- E. This agreement constitutes the entire agreement between the parties and may not be amended except in writing executed by both parties.

Narrative12 represents and warrants that it has, and shall maintain throughout the term hereof, all necessary personnel support staff, equipment, licenses, permits to provide the services required under this agreement.

APPROVED AND ACCEPTED:

Narrative12

Starkville Utilities

By: _____

Checky Herrington
Principal

By: _____

Edward Kemp
SU General Manager

Date: _____

3/18/24

Date: _____

5/9/24

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 107 REX ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118O-00-231.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

City Code Enforcement Officer Sarah Perez noted that 107 Rex Street had been cleaned and is no longer considered a menace. Mayor Spruill opened the Public Hearing as advertised. There being no comments from the general public, the Mayor closed the Public Hearing. No action was taken on this matter.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 49 CHOCTAW RD., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118B-00-129.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

City Code Enforcement Officer Sarah Perez presented the property for consideration. Initial inspection of 49 Choctaw Rd., Starkville, MS 39759, with the parcel number 118B-00-129.00, was performed by Code Enforcement Officer Sarah Perez on March 18, 2024, and re-inspection on March 22, 2024, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the exterior of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the front entrance window at City Hall on April 3, 2024. Notification letters of the public hearing were sent on April 9, 2024, to the property tax payer/owner Needmore Properties LLC.

Public Notices of the public hearing were posted on the subject property. A third inspection of the property was done on April 4, 2024, showing that no attempts to resolve the issues have been made. An Administrative Inspection Warrant was issued on April 18, 2024, and executed by Sergeant Scotty Carrithers on April 19, 2024, at approximately 14:19 hrs. Photographs were taken of the outside of the structure, as well as some taken on the inside of the structure.

William (Bill) Reeves, the owner of the property appeared before the Mayor and Board and apologized for the neglect of the property. He stated that he had been in the hospital and rehabilitation for almost two years and thought he had someone looking after the property. He requested time to have a contractor evaluate the property to see if it can be restored or needs to just be torn down.

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

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

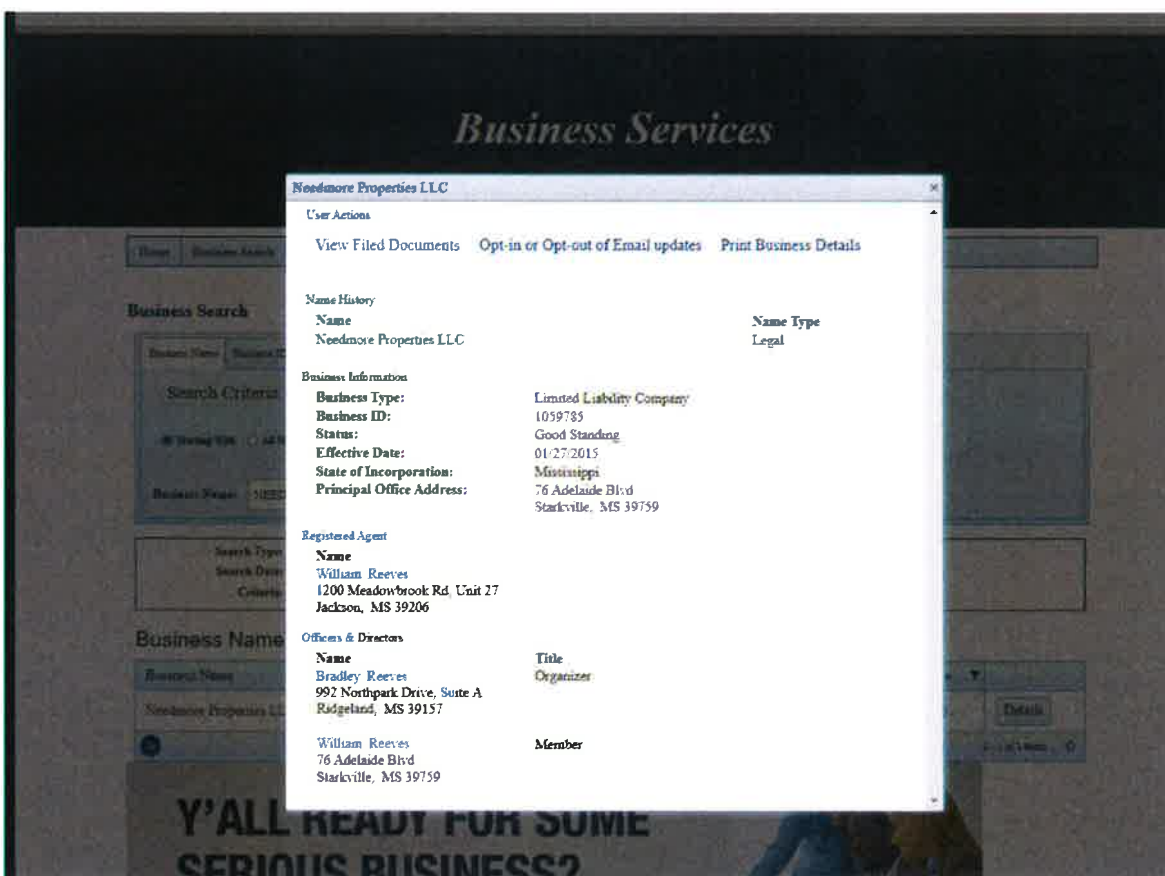
A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

Mississippi Secretary of State Business Services showing the registered agent as William C. Reeves and Organizer as Bradley Reeves.



49 Choctaw Rd., Starkville, MS 39759, with the parcel number 118B-00-129.00, Property Link

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 3/22/2024

Tax Year 2023
Records Last Updated 3/21/2024

PROPERTY DETAIL			
OWNER	NEEDMORE PROPERTIES LLC		ACRES : **NA**
	1200 MEADOWBROOK RD UNIT 27		LAND VALUE : 22000
			IMPROVEMENTS : 65740
	JACKSON MS 39206		TOTAL VALUE: 87740
			ASSESSED : 13161
PARCEL	118B-00-129.00		
ADDRESS	49 CHOCTAW		
TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	725.43	725.43	0.00
CITY	421.15	421.15	0.00
SCHOOL	868.36	868.36	0.00
TOTAL	2014.94	2014.94	0.00
LAST PAYMENT DATE 2 / 1 / 2024			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 49 ROLLING HILLS SUB #2		
HOMESTEAD CODE	None	1022/372 2002/1447 2016/642	
TAX DISTRICT	2110	MAP 118B DB/PG 698/577 928/53	
PPIN	006058	B 2016 P 642 12/07/2015	
SECTION	27		
TOWNSHIP	19N		
RANGE	14E		
Book 2016	Page 642		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2020	TAX BRAKE MS LLC	2/11/2022 NEEDMORE PROPERTIES LLC

[Back](#)

49 Choctaw Rd., Starkville, MS 39759 Property Deed pages 1-3, showing ownership of the property being Needmore Properties LLC.

01/13/2016 01:56:06 PM
Oktibbeha County, MS
Monica Banks, Chancery C

PREPARED BY:
WILSON ADAMS & EDENS, P.A.
625 LAKELAND EAST DR., STE D
FLOWOOD, MISSISSIPPI 39232
(601) 825-9508
Bar #9731

RETURN TO:
WILSON ADAMS & EDENS, P.A.
625 LAKELAND EAST DR., STE D
FLOWOOD, MISSISSIPPI 39232
(601) 825-9508

Grantor:
Wilson Adams & Edens, P.A.
625 Lakeland East Drive, Ste D
Flowood, MS 39232
Phone: 601-825-9508

Grantee:
Needmore Properties LLC
1200 Meadowbrook Road
Unit 27
Jackson, MS 39206
Phone: 601-954-9292

Gregory Funding/ Ladner
INDEXING INSTRUCTIONS:
Lot 49 of Rolling Hills Subdivision,
Part 2, Oktibbeha County, MS

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, on the 24th day of September, 2004, Christopher Joseph Ladner, executed a Deed of Trust to Julie Brown, Trustee for the use and benefit of Southeast Funding, Inc., which Deed of Trust is on file and of record in the office of the Chancery Clerk of Oktibbeha County, Mississippi, in Deed of Trust Book 2004 at Page 22449 thereof; and

WHEREAS, said Deed of Trust was ultimately assigned to U.S. Bank National Association, as Indenture Trustee on behalf of and with Respect to Ajax Mortgage Loan Trust 2014-A, Mortgage-Backed Notes, Series 2014-A by assignment on file and of record in the office of the Chancery Clerk of Oktibbeha County, Mississippi, in Book 2015 at Page 3294 thereof; and

WHEREAS, the legal holder and beneficiary of said deed of trust, in accordance with the terms of said Deed of Trust, substituted Wilson Adams & Edens, P.A., Trustee, in place and stead of the original Trustee named in said Deed of Trust by Substitution of Trustee which is on file and

WA&E File #14-00914

of record in the office of the aforesaid Chancery Clerk in Book 2015 at Page 13061 thereof, the said Wilson Adams & Edens, P.A., being granted all the rights, powers and privileges of the said original Trustee named in said Deed of Trust; and

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire indebtedness secured thereby having been declared to be due and payable in accordance with the terms of said Deed of Trust, the legal holder of said indebtedness, having requested the undersigned Substitute Trustee to execute the trust and sell said land and property described in said Deed of Trust in accordance with the terms of said Deed of Trust for the purpose of raising the sums due thereunder, together with attorney's fees, trustee's fees and expenses of sale; and

WHEREAS, after posting and publication of the Notice of Sale as required by the terms of said Deed of Trust and the laws of the State of Mississippi, on the 28th day of September, 2015, at the South front door of the County Courthouse of Oktibbeha County, at Starkville, Mississippi, between the hours of 11:00 o'clock a.m. and 4:00 o'clock p.m., the undersigned Substitute Trustee did offer for sale at public outcry and did sell to the highest bidder for cash the following described land and property situated in Oktibbeha County, Mississippi, to-wit:

Commence at the intersection of the North right- of- way of Choctaw Street and the East right- of- way of Eutaw Street which is also the Point of Beginning and run North 29° 32' East along the East right-of-way of Eutaw Street for 175.0 feet; thence run North 89° - 20' East for 104.00 feet; thence run South 20°-24' West for 168.6 feet to the North right- of-way of Choctaw Street; thence run North 88° -12' West along said right-of- way for 130.1 feet to the Point of Beginning. Containing all of Lot 49 of Rolling Hills Subdivision, Part 2, Oktibbeha County, Mississippi.

WHEREAS, the undersigned Substitute Trustee offered the above described property for sale at public outcry as set forth above, and there appeared at said sale an agent for Needmore Properties LLC, bidding the sum of Sixty-Two Thousand Five Hundred One and 00/100 Dollars (\$62,501.00) for all of the above-described property and said property was struck off to Needmore Properties LLC, for said amount, and said bidder was declared the purchaser thereof.

NOW THEREFORE, in consideration of the premises and the sum of Sixty-Two Thousand Five Hundred One and 00/100 Dollars (\$62,501.00), cash in hand paid, the receipt of which is hereby acknowledged, Wilson Adams & Edens, P.A., Substitute Trustee, does hereby sell and convey to Needmore Properties LLC, all of the above-described property, conveying only such title as is vested in them as Substitute Trustee.

Book 2016 Page 643
Mortgage
01/13/2016 01:56:06 PM

WITNESS MY SIGNATURE on this the 7th day of December, 2015.

WILSON ADAMS & EDENS, P.A.
SUBSTITUTE TRUSTEE

BY: 
MERIDETH J. DRUMMOND

STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Merideth J. Drummond, with whom I am personally acquainted and who acknowledged that she is an authorized signor of the within named Wilson, Adams & Edens, P.A., Substitute Trustee, and that she signed and delivered the within and foregoing instrument of writing on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 7th day of December, 2015.


NOTARY PUBLIC

My Commission Expires:

6/14/19



Oktibbeha County, MS
I certify this instrument was filed
on 01/13/2016 01:56:06 PM
and recorded in the
Mortgage
Book 2016 Page 642 - 644
Monica Banks, Chancery Clerk

WA&E File #14-00914

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on Monday, March 18, 2024, at approximately 12:48 hrs.

(CALL CARD)

Call # 24-009221
Date/Time 03/18/2024 12:48:38
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
49CHOCTAW

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	12:48:38	12:48:38	12:51:04		

Notes

3/18/2024 12:50:32 PM	PEREZ, S	CASE #24-000170 DILAPIDATED STRUCTURE
3/18/2024 12:50:39 PM	PEREZ, S	PHOTOS TAKEN
3/18/2024 12:50:56 PM	PEREZ, S	FROM THE ROAD WAY

(SOUTH SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(NORTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



Violation Notice issued pages 1-2, Tuesday, March 19, 2024 and mailed to a Mr. Bradley Reeves.

City of Knoxville, TN	
FIRST NOTICE OF VIOLATION	
Property Name 10000 Highway 58 Knoxville, TN 37921	Case No. 20240319-0001 Issued March 19, 2024
VIOLATION LOCATION 10000 Highway 58 Knoxville, TN 37921	VIOLATION DESCRIPTION 10000 Highway 58 Knoxville, TN 37921
The inspection of the above referenced property was made on March 19, 2024. As a result of this inspection, the following violations were noted on page one of this document.	
This document contains information that you will need to bring the property into compliance no later than April 19, 2024.	
If you do not bring this property into compliance, then the City will issue a citation and/or take other measures and the City will report this property for the next of its violations.	
Your cooperation in this matter is greatly appreciated. If you are in need of further assistance, you may contact the City's Planning Department at (615) 524-2400.	
Signed By:  Sarah Pinner, Code Enforcement Officer 615/524-2400, Sarah Pinner, 4000 S. Parkway	

Page 1/2

City of Knoxville, TN	
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Your cooperation in this matter is greatly appreciated. If you are in need of further assistance, you may contact the City's Planning Department at (615) 524-2400.	
Signed By:  Sarah Pinner, Code Enforcement Officer 615/524-2400, Sarah Pinner, 4000 S. Parkway	

Page 2/2

Violation Notice issued pages 1-2, Tuesday, March 19, 2024 and mailed to a Mr. William C. Reeves.

City of Knoxville, TN	
FIRST NOTICE OF VIOLATION	
Property Name 10000 Highway 58 Knoxville, TN 37921	Case No. 20240319-0002 Issued March 19, 2024
VIOLATION LOCATION 10000 Highway 58 Knoxville, TN 37921	VIOLATION DESCRIPTION 10000 Highway 58 Knoxville, TN 37921
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Signed By:  Sarah Pinner, Code Enforcement Officer 615/524-2400, Sarah Pinner, 4000 S. Parkway	

Page 2/2

Violation Notice issued pages 1-2, Tuesday, March 19, 2024 and mailed to Needmore Properties LLC.

City of Knoxville, TN	
FIRST NOTICE OF VIOLATION	
Property Name 10000 Highway 58 Knoxville, TN 37921	Case No. 20240319-0003 Issued March 19, 2024
VIOLATION LOCATION 10000 Highway 58 Knoxville, TN 37921	VIOLATION DESCRIPTION 10000 Highway 58 Knoxville, TN 37921
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Page 1/2

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Your cooperation in this matter is greatly appreciated. If you are in need of further assistance, you may contact the City's Planning Department at (615) 524-2400.	
Signed By:  Sarah Pinner, Code Enforcement Officer 615/524-2400, Sarah Pinner, 4000 S. Parkway	

Page 2/2

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on March 22, 2024, at approximately 08:57 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call #	24-009735	Dispatcher	PEREZ, S
Date/Time	03/22/2024 08:57:30	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	1
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
49 CHOCTAW ST			
STARKVILLE, MS			
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
PEREZ, S	08:57:30	08:57:30	08:59:07
De-Assign	Case Number		
Notes			
3/22/2024 8:58:15 AM	PEREZ, S	CASE #24-000107	
3/22/2024 8:58:59 AM	PEREZ, S	PHOTOS TAKEN FROM THE ROAD NO CHANGE HAS BEEN MADE TO THE APPERANCE OF THE PROPERTY	

(NORTH SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



Photographs below were taken by Officer Sarah Perez on April 3, 2024, public hearing notices were posted in the front window at City Hall.(PDF OF THE PUBLIC HEARING NOTICE)

Needmore Properties LLC
1200 Meadowbrook Rd. unit 27
Jackson, MS 39206

NOTICE

PARCEL NUMBER: 118B-00-129.00

49 Choctaw Rd., Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **May 7, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

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

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

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

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



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

(CALL CARD)

Call # 24-011322
Date/Time 04/04/2024 09:20:04
Type CODE ENFORCEMENT
How Rcvd RADIO
Sent To Dispatch 04/04/2024 09:20:17

Dispatcher MULLEN, T
Disposition CALL COMPLETED- NO REPORT
Zone 1

Location Address

49 CHOCTAW ST
STARKVILLE, MS

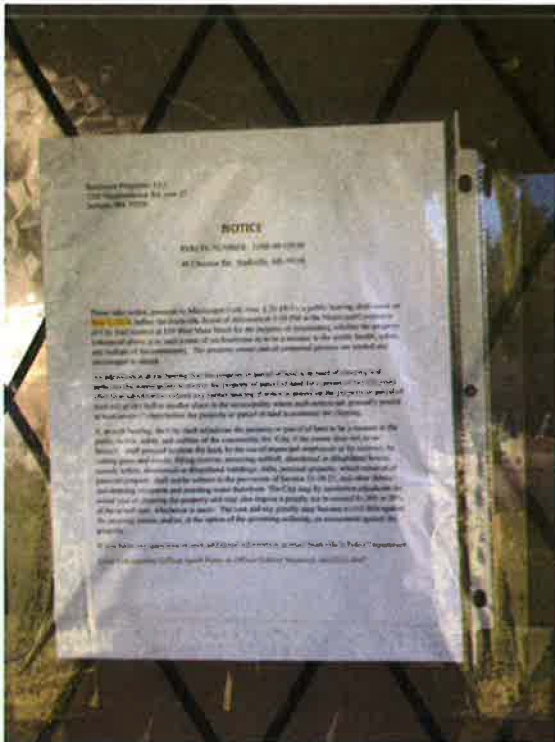
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	09:20:21	09:20:22	09:30:26		
PEREZ, S	09:20:25	09:20:26	09:30:26		

Notes

4/4/2024 9:29:26 AM PEREZ, S
4/4/2024 9:30:09 AM PEREZ, S

PUBLIC HEARING NOTICE POSTED ON THE MAIN
ENTERANCE OF THE SOUTH SIDE OF THE PROPERTY
PHOTOS TAKEN FROM THE ROAD SHOWING NO
CHANGE IN THE APPERANCE OF THE PROPERTY







Public Hearing notice mailed to the property owner via certified mail on April 9, 2024
(PHOTOS OF CERTIFIED MAIL SENT)



On April 18, 2024 an Administrative Inspection Warrant was issued signed by Judge Carpenter.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi. Sergeant Scotty Carrithers is known to be credible persons, who after being first duly sworn, depose and say:

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

The entire house including any locked or secured rooms or compartments at 49 Choctaw Rd., Starkville, Oktibbeha, Mississippi, and any out buildings on the property to include any garage and storage buildings.

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

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

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

Witness my hand on this the 18th day of April 2024.

Larry L. Carpenter
Justice Court Judge



The photographs below were taken when Sergeant Scotty Carrithers executed the Administrative Inspection Warrant at the third inspection on April 19, 2024 at approximately 14:19 hrs. Showing no apparent change having been made to change the appearance of the property. There is extensive deterioration throughout the structure inside and outside. The roof has several holes, there is missing fascia and soffit, the inside has collapsed ceilings, extensive water damage, and mold throughout.

(CALL CARD)

Call # 24-013346
Date/Time 04/19/2024 14:19:58
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher EWING, F
Disposition NO ACTION
Zone 1

Location Address
49 CHOCTAW ST
STARKVILLE, MS

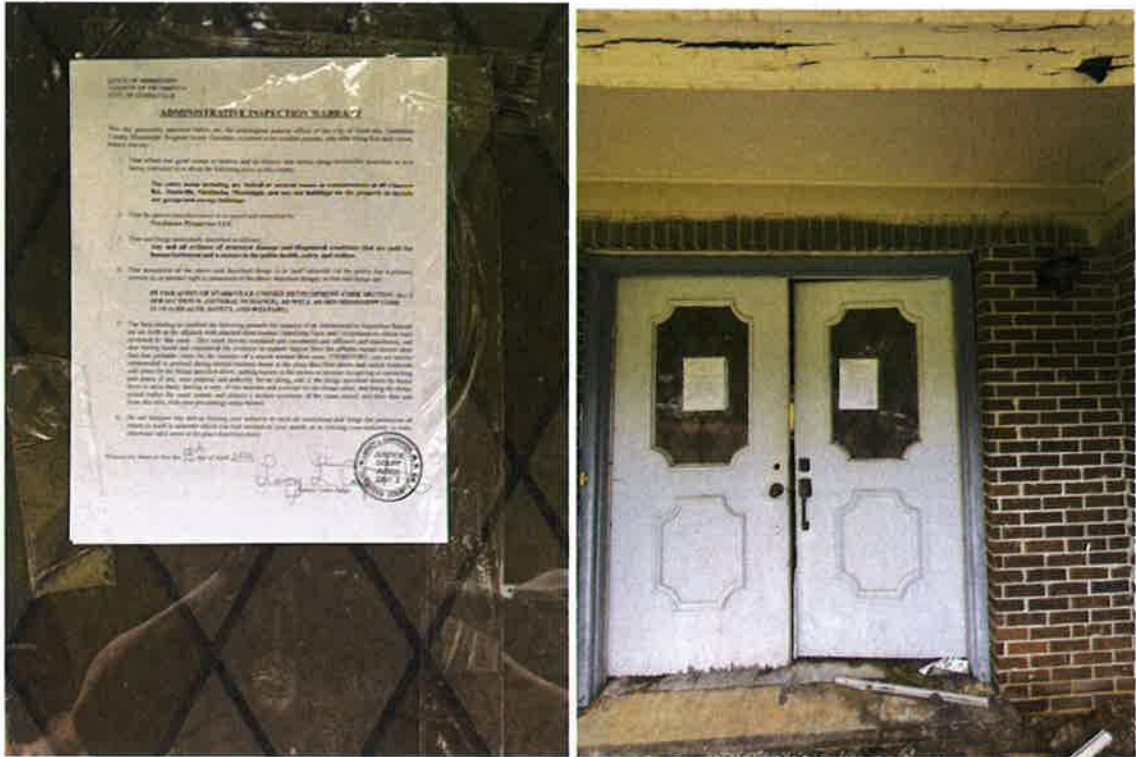
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	14:19:58	14:19:58	14:50:55		
CARRITHERS, S	14:21:06	14:21:11	15:08:22		

Notes

4/19/2024 2:49:48 PM	STEENWYK, G	ADMINISTRATIVE SEARCH WARRANT SERVED
4/19/2024 2:49:54 PM	STEENWYK, G	PHOTOS TAKEN
4/19/2024 2:50:36 PM	STEENWYK, G	COPY OF WARRANT LEFT ON MAIN ENTRANCE

A copy of the Administrative Inspection Warrant was left taped to the main entrance of the structure.

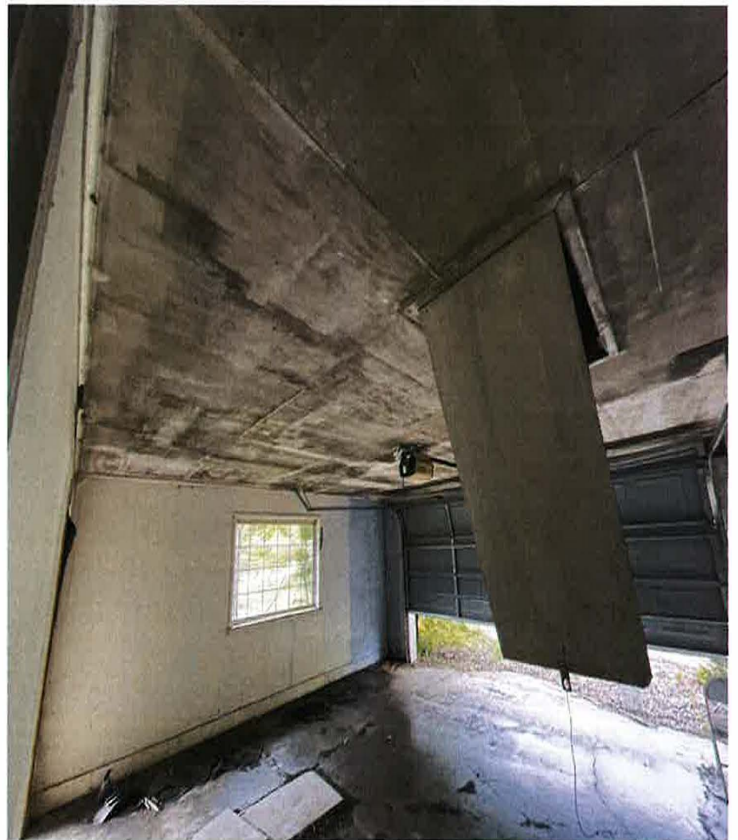












42. CONSIDERATION TO DETERMINE THE BUILDING, LOCATED AT 49 CHOCTAW RD., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118B-00-129.00, IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND WILL BE SUBJECT TO DEMOLITION UNDER MISS. CODE ANN. § 21-19-11, THUS ALLOWING THE CITY OF STARKVILLE TO CLEAN THE SITE. IT IS RECOMMENDED THAT THE SUBJECT PROPERTY BE ALLOWED A MAXIMUM OF 60 DAYS TO OBTAIN PERMITS, ESTABLISH A REPAIR SCHEDULE AND COMMENCE RECONSTRUCTION TO BE COMPLETED WITHIN 1 CALENDAR YEAR PRIOR TO DEMOLITION.

Alderman Beatty, duly seconded by Alderman Perkins, offered a motion for the Board of Aldermen to determine the building, located at 49 Choctaw Rd., Starkville, MS 39759, with the parcel number 118B-00-129.00, is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site and for the subject property owner to be allowed a maximum of 60 days to obtain permits, establish a repair schedule and commence reconstruction to be completed within 1 calendar year prior to demolition. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 47 BIGGS RD., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159M-00-001.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

City Code Enforcement Officer Sarah Perez presented the property for consideration. Initial inspection of 47 Biggs Rd., Starkville, MS 39759, with the parcel number 159M-00-001.00, was performed by Code Enforcement Officer Sarah Perez on March 4, 2024, and re-inspection on March 22, 2024, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the exterior of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors.

Public Notices of the public hearing were posted on the front entrance window at City Hall on April 3, 2024. Public Notices of the public hearing were posted on the subject property and a third inspection of the property was done on April 4, 2024, showing that no attempts to resolve the issues have been made. Notification letters of the public hearing were sent to all three owners on April 9, 2024, to the property tax payer/owners Delvin McLain & Debra Moore & Anthony McLain 400 Yeates Sbd Rd, Starkville, MS 39759, 33 Biggs Rd, Starkville, MS 39759, and 402 East Swann St, Mexia. TX 76667. The final inspection was done by Officer Sarah Perez before submission of documents on April 12, 2024 at approximately 10:44 hrs.

The property owner, Delbert McLain, was present and asked that the Fire Dept conduct a control burn on the property. Mayor Spruill then opened the Public Hearing. There being no comments from the general public, the Mayor closed the Public Hearing.

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 3/22/2024

Tax Year 2023

Records Last Updated 3/21/2024

PROPERTY DETAIL	
OWNER MCLAIN DELVIN & MOORE DEBRA &	ACRES : **NA**
MCLAIN ANTHONY	LAND VALUE : 7500
400 YEATES SUBDIVISION	IMPROVEMENTS : 250
STARKVILLE MS 39759	TOTAL VALUE: 7750
	ASSESSED : 1163

PARCEL 159M-00-001.00

ADDRESS 47 BIGGS RD

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	64.10	0.00	64.74
CITY	37.22	0.00	37.59
SCHOOL	76.73	0.00	77.50
TOTAL	178.05	0.00	179.83
			1.00% Penalty

[Pay Taxes](#)

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL LOTS 1 & 2 DR FRANK BARR SUB
HOMESTEAD CODE None	2021/6691
TAX DISTRICT 2110	MAP 159M DB/PG 353/126 2021/66
PPIN 006549	66
SECTION 31	B 2021 P 6691 09/08/2021
TOWNSHIP 19N	
RANGE 15E	

Book 2021

Page 6691

PURCHASE COUNTY TAX SALE FILES

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

[Back](#)

47 Biggs Rd., Starkville, MS 39759 Property Deed pages 1-3, showing ownership of the property being Mr. Delvin McClain, Mrs. Debra Moore, and Mr. Anthony McClain



Book:2021 Page:6691-6693

Deed

RCD: 09/08/2021 @ 10:10:10 AM

Oktibbeha County, MS

Sharon Livingston Chancery Clerk

PREPARED BY:

Jim Arnold
MSB No. 1625
435 East Beacon Street
Philadelphia, MS 39350
Telephone: (601) 656-6914

RETURN TO:

Jim Arnold
MSB No. 1625
435 East Beacon Street
Philadelphia, MS 39350
Telephone: (601) 656-6914

INDEXING: 1.0 acres more or less situated in the Northeast corner of the Northwest Quarter of Southeast Quarter of Southwest Quarter of Section 31, Township 19 North, Range 15 East, Oktibbeha County, Mississippi.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **CLARETHA HOGAN JOHNSON**, of 1499 Rock Hill Road, Starkville, MS 39759, telephone number (662) 617-5279, does hereby convey and warrant unto: **DELVIN MCCLAIN** of 400 Yeates Subdivision, Starkville, Mississippi 39759, Telephone number (662) 312-4145, **DEBRA MOORE** of 33 Biggs Road, Starkville, MS 39759, Telephone number (662) 341-0248 and **ANTHONY MCCLAIN** of 402 East Swann Street, Mexia, Texas 76667,

Telephone number (903) 467-7953, as tenants in common, the following described real property located and situated in Oktibbeha County, Mississippi, to-wit:

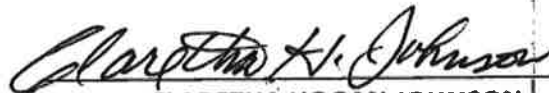
1 acre more or less situated in the Northeast corner of the Northwest Quarter of Southeast quarter of Southwest quarter of Section 31, Township 19 North, Range 15 East, being more particularly described as:

Commence at the Northeast corner of said Northwest quarter of Southeast quarter of Southwest quarter of Section 31 as the point of beginning; thence run West 320 feet; thence run South 132 feet; thence run East 320 feet; thence run North 132 feet to the point of beginning.

For Further reference see Deed Book 2011 at Pages 6666-6668 located in the Official Land Records of Oktibbeha County, Mississippi.

This conveyance is subject any rights of way, easements or mineral reservations applicable to the property, any and all private land use covenants and agreements, prior reservations or conveyances of all oil, gas or mineral rights in, on and under said land by prior owners, rights of parties in actual possession of subject property and whose possession is not shown by public record, compliance with any local state or federal environmental or hazardous substance law or regulation is hereby excepted from the warranty of this conveyance and prior reservation of all oil, gas and other minerals, if any.

WITNESS MY SIGNATURE on this the 8 day of Sept., 2021.


CLARETHA HOGAN JOHNSON

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

PERSONALLY, APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, the within named, CLARETHA HOGAN JOHNSON, who acknowledged that she signed and delivered the above and foregoing Warranty Deed on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 8 day of

Sept., 2021.

My Commission Expires:

MY COMMISSION EXPIRES JAN. 2024



Sharon Livingston, Clerk
Notary Public
By Ava Harris, DC

OKTIBBEHA COUNTY MS SHARON LIVINGSTON CHANCERY CLERK
I CERTIFY THIS INSTRUMENT WAS FILED ON 9/8/2021 10:10:10 AM AND RECORDED IN Deed 2021 6691

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on March 4, 2024, at approximately 13:33 hrs.

(CALL CARD)

(SOUTH SIDE OF PROPERTY)

Call #	24-007498	Dispatcher	PEREZ, S
Date/Time	03/04/2024 13:33:33	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
	47 BIGGS RD		
	STARKVILLE, MS 39759		
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
PEREZ, S	13:33:33	13:33:33	13:39:27
De-Assign			Case Number
Notes			
3/4/2024 1:38:27 PM	PEREZ, S	CASE #24-000146	
3/4/2024 1:39:15 PM	PEREZ, S	PHOTOS TAKEN OF STRICUTURE FROM PUBLIC ROAD WAY	



(SOUTHWEST SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(NORTH SIDE OF PROPERTY)



Violation Notice issued pages 1-9, March 6, 2024 sent to all three owners.

STARKVILLE City of Starkville, MS
39212, Starkville, MS
Phone: 662-322-3997

FIRST NOTICE OF VIOLATION

Case No. 24-00104
Issued March 05, 2024

VIOLATION LOCATION
002 East Sunset St
Starkville, MS 39201

LEGAL DESCRIPTION
Lots 1 & 2 of Property

An inspection of the above referenced property was made on March 04, 2024. As a result of this inspection, the following violation(s) on page two of this document were observed:

This is your official notice that you will need to bring the property into compliance no later than March 19, 2024.

If you fail to bring the property into compliance after the city will issue a citation and/or place the violation on the record against the property for the cost of the violation.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or have any questions regarding this matter, please contact the office at (662) 322-3997.

Anthony McLean
Assistant City Administrator/Official

APPROVED: ANTHONY MCLEAN, Assistant City Administrator/Official

Violations Listing

Violated Structure (002 East Sunset St)
As a result of this inspection, the following violation(s) were observed:
Property is subject of and intended to be returned to its original condition.

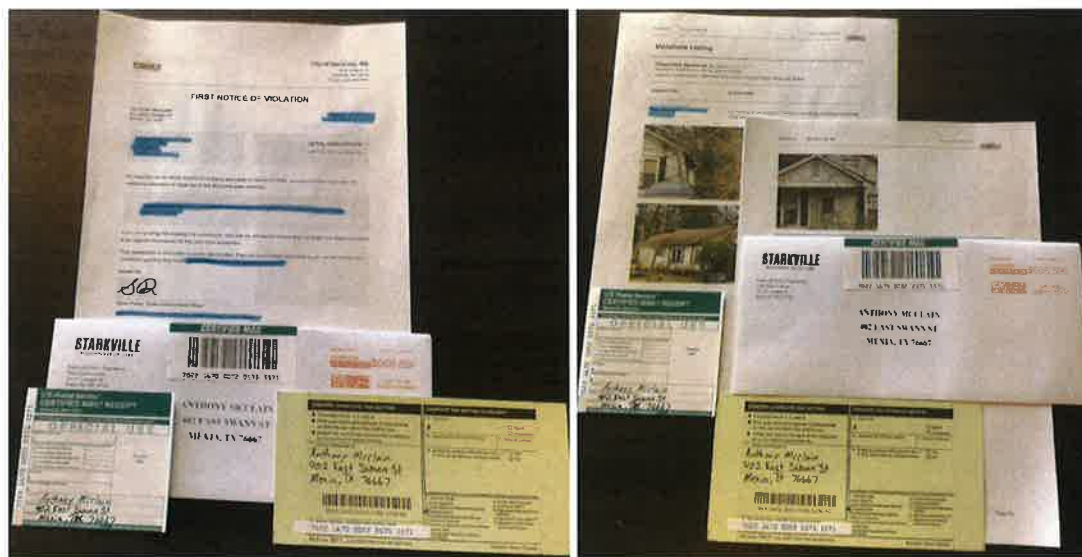
DESCRIPTION
It is the duty of the property owner to maintain the property in compliance with the following:

Violations Listing

Violated Structure (002 East Sunset St)
As a result of this inspection, the following violation(s) were observed:
Property is subject of and intended to be returned to its original condition.

DESCRIPTION
It is the duty of the property owner to maintain the property in compliance with the following:

Page 1 of 1



FIRST NOTICE OF VIOLATION

TERESA MOORE
3180000-001
Starkville, MS 39201Case No. 24-00149
Issued: March 04, 2024VIOLATION LOCATION
4180 S. Hwy 44
Starkville, MS 39201LEGAL DESCRIPTION
Lots 1 & 2 De Frank Blair 300

An inspection of the above referenced property was made on March 04, 2024. As a result of this inspection, the violations are described on page two of this document and are described below.

This is your official notice that you will need to bring the property into compliance not later than March 08, 2024.

If you do not bring the property into compliance, then the City will issue a citation and/or abate the violation and the abatement cost will be assessed to the property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If you have any further questions or concerns, please contact the City of Starkville at (662) 321-4447.

Signed By:

Sarah Perez, Code Enforcement Officer

RECEIVED: ANTHONY MCGUIRE, DEBRA MADRA, Debra Madra

Violations Listing

Dilapidated Structures (Section 10-1-10)
Violated by the City of Starkville, MS, on March 04, 2024.
Property or person or party determined to be responsible for public health, safety and welfare.

CORRECTION

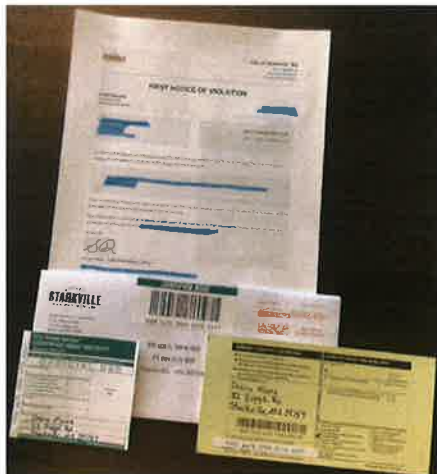
DESCRIPTION

Return Dilapidated Structures

The City of Starkville is issuing this notice to comply with the following violations:



STARKVILLE



FIRST NOTICE OF VIOLATION

(Dr) John McLaren
and FRANKIE BOWEN
Stewart, 1991, 1992

Case No. 24-00044
Record March 04, 2019

VIOLATION LOCATION

47 Page No.
 Date: / /

LEGAL DESCRIPTION

Table 1 *6-2 Co-Factors Required for*

An inspection of the above referenced property was made on March 04, 2024. As a result of this inspection, the violations identified on page two of the document were observed.

This is your official notice that you will need to bring the property in compliance no later than March 18, 2014.

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

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or have received any questions regarding TPA studies, please contact the office at (862) 323-6267.

ment by

SR

Sargh Pers. Code Enforcement Office

RECEIVED: ANTHONY VILLAN, DEBRA MOORE, JAMES MORGAN

Violations Listing

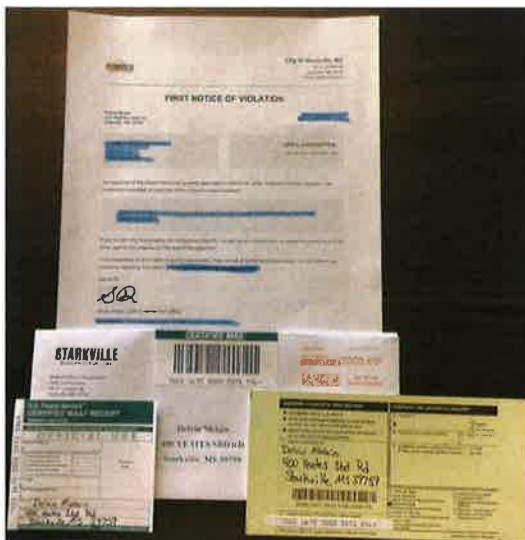
Dilapidated Structures See 2006-2007-08, p. 99
See also 2006-2007-08, p. 100; 2006-2007-08, p. 101

Property is passed at least in part to the named or public health body and another

COMMITTEE	DEADLINE
-----------	----------

Summary • Integrated Structure

It is the β - γ of (p-1)-mers) is written as simply β (omitting the subscript).



The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on March 22, 2024, at approximately 09:14 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call #	24-000737	Dispatches	PEREZ, S		
Date/Time	03/22/2024 09:14:51	Disposition	REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	47 BIGGS RD				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:14:51	09:14:51	09:27:12		
Notes					
3/22/2024 9:26:26 AM		PEREZ, S	CASE #24-000146		
3/22/2024 9:27:02 AM		PEREZ, S	PHOTOS TAKEN FROM THE ROAD SHOWING NO CHANGE IN THE APPEARANCE OF THE PROPERTY		

(SOUTH SIDE OF PROPERTY)



(SOUTHWEST SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(NORTH SIDE OF PROPERTY)



Photographs below were taken by Officer Sarah Perez on April 3, 2024, public hearing notices were posted in the front window at City Hall. Also posted on the property on April 4, 2024 and mailed to the property owner via certified mail April 9, 2024

(PDF OF THE PUBLIC HEARING NOTICE)

Delvin McLain & Debra Moore & Anthony McLain
400 Yeates Sbd Rd, Starkville, MS 39759
33 BIGGS RD, Starkville, MS 39759
402 EAST SWANN ST, MEXIA, TX 76667

NOTICE

PARCEL NUMBER: 159M-00-001.00

47 Biggs Rd., Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **May 7, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

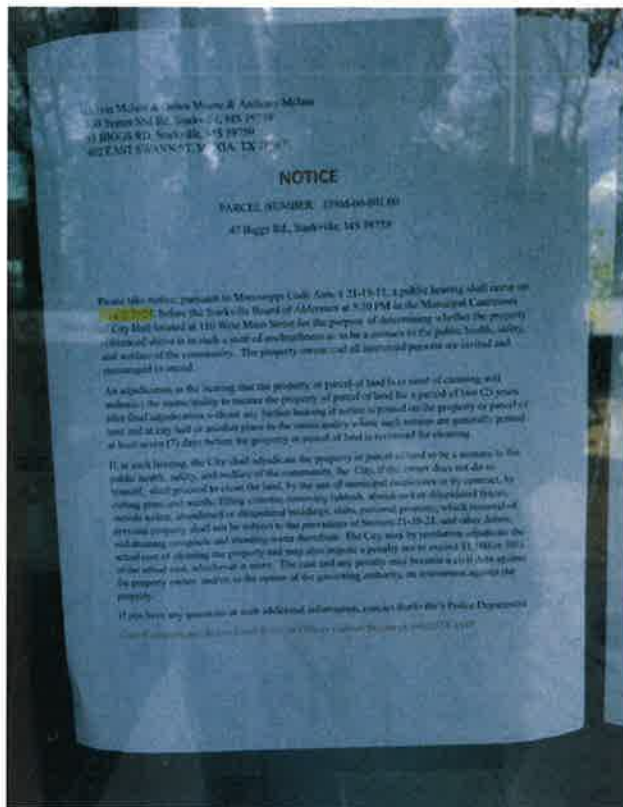
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

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

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

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

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



(CALL CARD)

Call # 24-011328
Date/Time 04/04/2024 11:00:35
Type CODE ENFORCEMENT
How Rcvd RADIO
Sent To Dispatch 04/04/2024 11:00:53

Dispatcher MULLEN, T
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address
 47 BIGGS RD
 STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	11:00:55	11:01:07	11:16:21		
PEREZ, S	11:01:28	11:01:30	11:16:21		

Notes

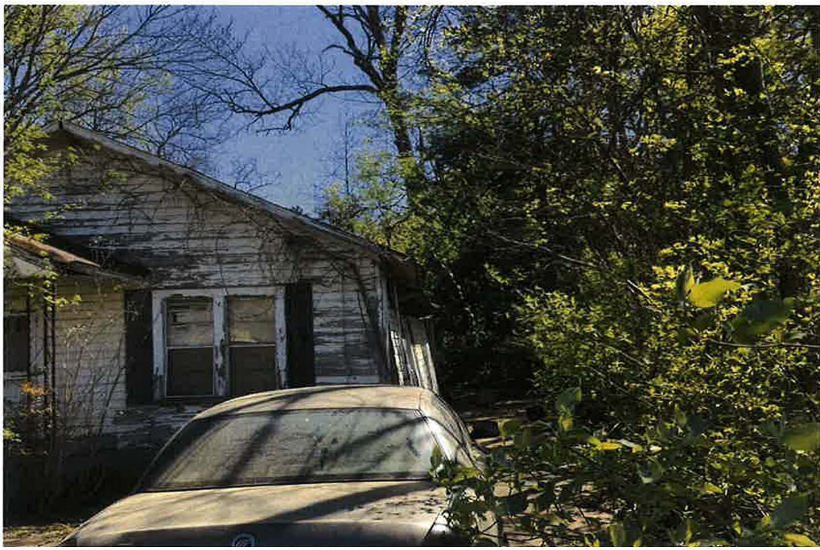
4/4/2024 11:10:57 AM	PEREZ, S	POSTED PUBLIC HEARING NOTICE ON WEST SIDE WINDOW OF THW STRUCTURE
4/4/2024 11:12:10 AM	PEREZ, S	SPOKE WITH MR DELVINE MCCLAIN ON THE PHONE AND MADE HIM AWARE OF THE NOTICE BEING POSTED
4/4/2024 11:12:27 AM	PEREZ, S	PHOTOS WERE TAKEN FROM THE ROAD

(POSTED ON THE STRUCTURE)



The photographs below were taken by Officer Sarah Perez at the third inspection on April 4, 2024. Showing no apparent change having been made to change the appearance of the property.





Public Hearing notice mailed to the property owner on April 9, 2024
(PHOTOS OF CERTIFIED MAIL SENT)



Photographs for the final inspection were taken by Officer Sarah Perez on April 12, 2024 at approximately 10:44 hrs. Mr. Delvin McClain, identified by his MS driver license, was at the location and signed a permission to search form. He also accompanied us throughout the property.

(CALL CARD)

Call #	24-012311	Dispatcher	MULLEN, T
Date/Time	04/12/2024 10:44:33	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	PHONE		
Sent To Dispatch	04/12/2024 10:44:41		

Location Address

47 BIGGS RD
STARKSVILLE, MS 39759

Officer Information

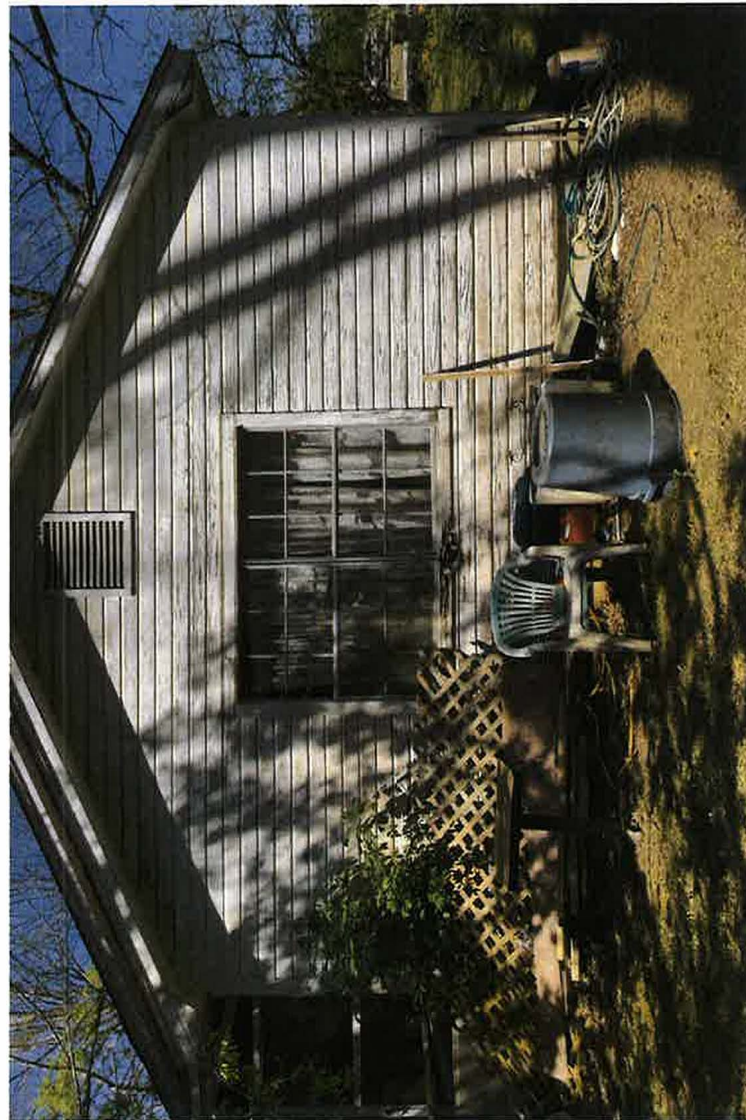
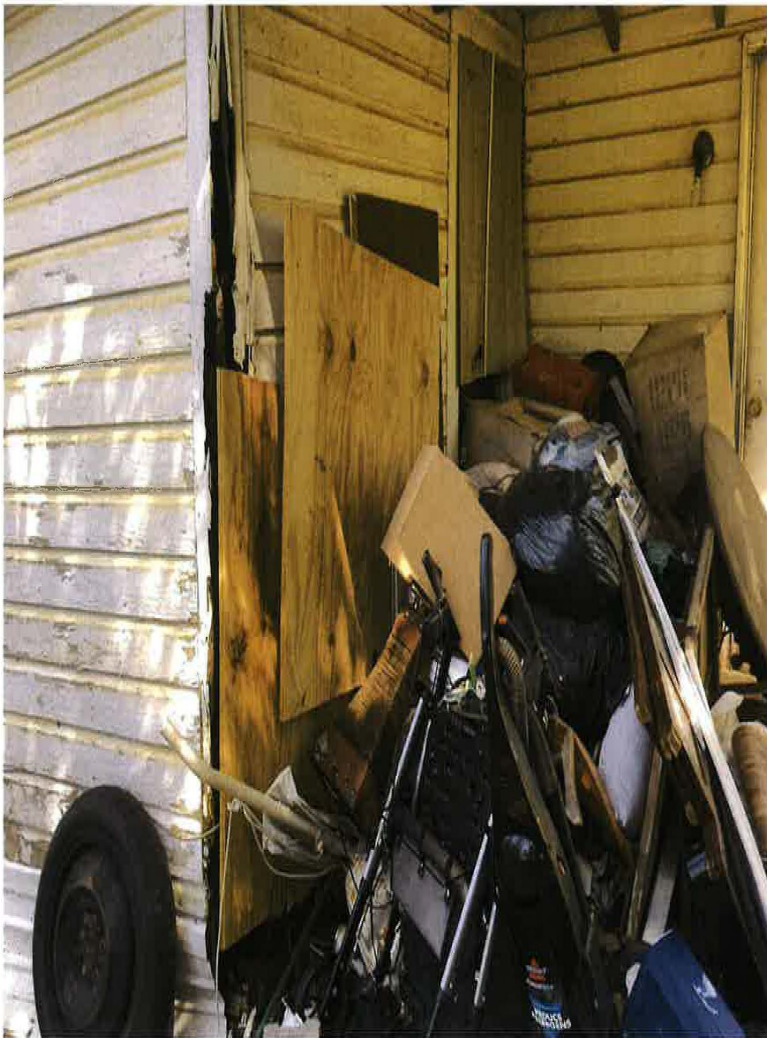
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	10:45:05	10:47:58	11:11:02		
PEREZ, S	11:10:18	11:10:19	11:11:02		

Notes

4/12/2024 11:10:34 AM	MULLEN, T	DESMOND MCCLAIN ON SIGHT
4/12/2024 11:10:45 AM	MULLEN, T	SIGNED PERMISSION TO SEARCH FORM
4/12/2024 11:10:57 AM	MULLEN, T	PHOTOS TAKEN

STARKVILLE POLICE DEPARTMENT PERMISSION TO SEARCH					
I, <u>Darin Meekin</u> have been informed by <u>Off. Sarah Perez</u> and <u>Off. Gabriel Stearns</u> who made proper identification as a(n) authorized law enforcement officer(s) of the Starkville Police Department of my constitutional rights not to have a search made of the premises and property owned by me and/or under my care, custody and control, without a search warrant. Knowing of my lawful rights to refuse to consent to such a search, I willingly give my permission to the above named officer(s) to conduct a complete search of the premises and property, including all buildings and vehicles, both inside and outside the property located at <u>47 Biggs Rd Starkville, MS 39759</u> The above said officer(s) further have my permission to take from my premises and property, any letters, papers, materials or any other property or things which they desire as evidence for criminal prosecution in the case or cases under investigation. This written permission to search without a search warrant is given by me to the above officer(s) voluntarily and without any threats or promises of any kind, at <u>10:48AM</u> on this <u>12th</u> day of <u>April</u> 20<u>24</u>. <table border="0"><tr><td><u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 84131</u> Phone</td><td><u>[Signature]</u> Signed <u>400 Yates School Rd</u> Address <u>662-312-4145</u> Phone</td></tr><tr><td><u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 84131</u> Phone</td><td><u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 4131</u> Phone</td></tr></table>		<u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 84131</u> Phone	<u>[Signature]</u> Signed <u>400 Yates School Rd</u> Address <u>662-312-4145</u> Phone	<u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 84131</u> Phone	<u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 4131</u> Phone
<u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 84131</u> Phone	<u>[Signature]</u> Signed <u>400 Yates School Rd</u> Address <u>662-312-4145</u> Phone				
<u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 84131</u> Phone	<u>[Signature]</u> Witness <u>101 E. Lampkin St.</u> Address <u>662 323 4131</u> Phone				
SPD 35	Rev. 5-28-08				



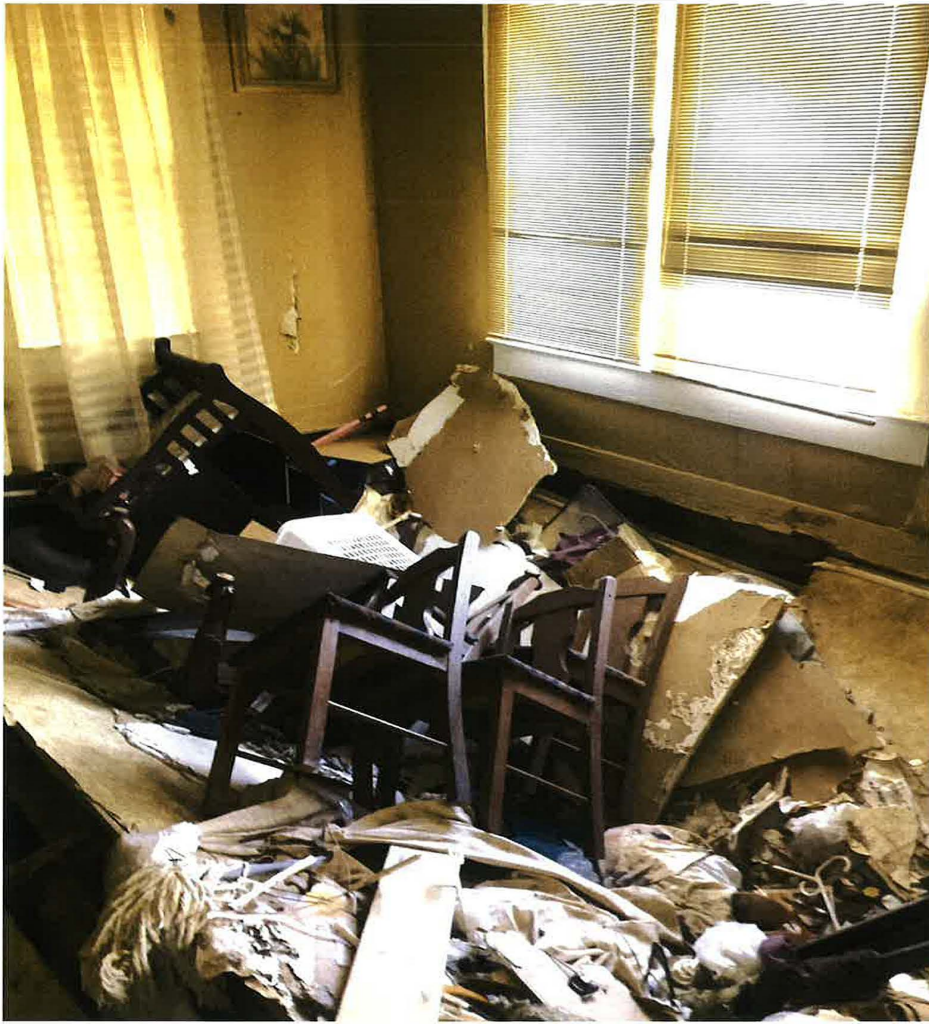












Alderman Beatty left the meeting at this time.

43. CONSIDERATION OF TO DETERMINE THE BUILDING, LOCATED AT 47 BIGGS RD., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159M-00-001.00, IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND WILL BE SUBJECT TO DEMOLITION UNDER MISS. CODE ANN. § 21-19-11, THUS ALLOWING THE CITY OF STARKVILLE TO CLEAN THE SITE WITHIN THE TWO-YEAR PERIOD AFTER THE DATE OF THE HEARING AT WHICH THE PROPERTY OR PARCEL OF LAND WAS ADJUDICATED.

Alderman Vaughn, duly seconded by Alderman Rupp, then offered a motion for the Board of Aldermen to determine the building, located at 47 Biggs Rd., Starkville, MS 39759, with the parcel number 159M-00-001.00, is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated with the Fire Department to pursue burning the structure within the next sixty days. The Board voted as follows:

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

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

44. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of April 29, 2024 for fiscal year ending 9/30/24, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Absent
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	\$ 311,591.03
Restricted Police Fund	002	553.79
Airport Fund	015	84,965.06
Sanitation / Environ Services	022	30,220.36
Modernization Use Tax	120	26.07
Debt Service Fund	200	361,650.00
Capital Projects Fund	300	3,916.35
Industrial Park Bond	303	52.39

2022 GO Bonds	305	239,300.29
Parks Capital Project Fund (2023)	312	469,226.47
Park and Rec Tourism	375	454,189.90
BUILD Grant MS 182	377	50,981.38
Sub Total Before Utilities		\$ 2,006,673.09
Utilities Dept.	SED	3,772.57
Total Claims	Total	\$ 2,010,445.66

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

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

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

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

46. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Vaughn offered a motion to go into Executive Session for the purpose of the potential sell and or lease of City property. Following a second by Alderman Brooks, the Board voted as follows to enter Executive Session:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. The Mayor invited the public back in and then announced that the Board had decided to go into Executive Session for the purpose of the potential sell and or lease of City property. The Mayor and Board then went into Executive Session.

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

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

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea

Alderman Hamp Beatty Voted: Absent
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session and announced the following motion:

48. CONSIDERATION PER MS CODE 57-7-1 TO DECLARE SURPLUS 0.37 ACRES AND APPROVE THE SALE TO A DEVELOPER FOR INDUSTRIAL PURPOSES AT A PRICE OF \$10,000 (BASED ON PREVIOUS SIMILAR APPRAISALS) CONTINGENT UPON THE SALE OF THE INDUSTRIAL PROPERTY IT ADJOINS WITHIN TWO YEARS.

Alderman Sistrunk offered a motion, seconded by Alderman Vaughn, per MS Code 57-7-1 to declare surplus 0.37 acres and approve the sale to a developer for industrial purposes at a price of \$10,000 (for good and valuable consideration based on previous similar appraisals) contingent upon the sale of the industrial property it adjoins within two years. The Board voted as follows:

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

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

49. MOTION TO RECESS UNTIL MAY 21, 2024 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until March 19, 2024 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Kim Moreland Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Jeffrey Rupp Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman Hamp Beatty Voted: Absent
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 21st DAY OF MAY, 2024.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK