

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
January 20, 2026**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on January 20, 2026 at 5:30 p.m. in the Municipal Court Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Kyle Skinner, Mike Brooks, William Pochop, Roy A'. Perkins and Henry Vaughn, Sr., as well as City Attorney Berk Huskison and City Clerk Joanna McLaurin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill called for any changes to the agenda as presented. There being no changes requested, the Mayor called for a motion to approve the agenda with consent items.

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

Alderman Moreland offered a motion, duly seconded by Alderman Brooks, to approve the January 20, 2026 Official Agenda as amended. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE,
MISSISSIPPI RECESS MEETING OF TUESDAY, JANUARY 20, 2026
5:30 P.M., MUNICIPAL COURT ROOM, CITY HALL - 110 WEST MAIN STREET**

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

CONSIDERATION OF THE MINUTES OF THE JANUARY 6, 2026 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 14, 2026 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

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

PUBLIC HEARING AND CONSIDERATION OF RZ 25-02 A REQUEST REZONE 101 DR. MARTIN LUTHER KING JR DRIVE WEST FROM T-5C TO C.

PUBLIC HEARING AND CONSIDERATION OF SE 25-09 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A PLACE OF WORSHIP AT 208 INDUSTRIAL PARK ROAD WITHIN A I (INDUSTRIAL) ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION OF SE 25-10 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOME ON THE SOUTH SIDE OF BUTLER ROAD DIRECTLY WEST OF 710 BUTLER RD IN A RN ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION OF SE 26-01 A REQUEST FOR SPECIAL EXCEPTION TO DEVIATE FROM THE DEVELOPMENT ACCESSIBILITY STANDARDS FOR A PROPOSED MIXED-USE DEVELOPMENT LOCATED +/- 450' DUE SOUTHEAST OF THE INTERSECTION OF PAT STATION ROAD AND HIGHWAY 12 EAST WITHIN A C ZONING DISTRICT.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF CALLING FOR THE FIRST OF TWO PUBLIC HEARINGS TO AMEND THE CITY OF STARKVILLE ALCOHOL ORDINANCE AND MUNICIPAL CODE SECTION 4.3.01(D) TO EXPAND SALES ON SUNDAY FROM THE CURRENT TIME OF 11:00 AM TO 10:00 AM.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE U.S. GOVERNMENT LEASE FOR REAL PROPERTY BETWEEN NOAA AND THE CITY OF STARKVILLE LOCATED AT GEORGE M. BRYAN FIELD.
2. REQUEST APPROVAL TO ENTER INTO A BASE NETWORK AND SUPPORT AGREEMENT AND A CELL PLAN WITH QT POD FOR THE NEXT FIVE YEARS AT A TOTAL COST OF \$7,180.00 AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF FP 26-01 A REQUEST FOR FINAL PLAT APPROVAL FOR “THE PRESERVE AT HUNTINGTON PARK - PHASE 1 PART 2” LOCATED ON THE WESTERN END OF HUXLEY DRIVE IN A SD-6 ZONING DISTRICT.
2. DISCUSSION AND CONSIDERATION OF FP 26-02 A REQUEST FOR FINAL PLAT APPROVAL FOR “VOGES-HAUPF SUBDIVISION” AT 504 DR. MARTIN LUTHER KING JR DRIVE WEST IN A CR ZONING DISTRICT.
3. REQUEST FOR AUTHORIZATION TO ALLOW THE COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE AMERICA250 MISSISSIPPI GRANT PROVIDED BY THE MISSISSIPPI HUMANITIES COUNCIL.
4. REQUEST FOR AUTHORIZATION TO ALLOW THE COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR A GRANT PROVIDED BY THE MISSISSIPPI HILLS NATIONAL HERITAGE AREA (MHHA).

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE SOLE SOURCE QUOTE FROM MERIDIAN RAPID DEFENSE GROUP IN THE AMOUNT OF \$56,588.75 FOR AN ARCHER DROP DECK TRAILER AND MOBILE BOLLARD ACCESSORIES.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 20, 2026 FOR FISCAL YEAR ENDING 9/30/26, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. ACCEPTANCE OF THE DECEMBER 2025 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE POOJA SHAUNAK AS GRANTS AND FINANCE MANAGER IN THE CITY CLERK / FINANCE & ADMINISTRATION DEPARTMENT.
2. REQUEST AUTHORIZATION TO PROMOTE AMANDA TAYLOR TO THE POSITION OF HUMAN RESOURCES BUSINESS PARTNER WITHIN THE HUMAN RESOURCES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE DARLENE BROOKS AS HUMAN RESOURCES/PAYROLL COORDINATOR IN THE HUMAN RESOURCES DEPARTMENT.
4. REQUEST APPROVAL TO HIRE AREX WYATT AND HALLI POWERS AS NON-CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE RICHARD "RICKY" ATWOOD AS AN AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE JAYDEN LOWE AS A LANDSCAPE INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.
7. REQUEST FOR AUTHORIZATION TO HIRE JP BUFORD AS A TEMPORARY DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

8. CONSIDERATION OF THE TWO (2) DISCIPLINARY ACTIONS RECOMMENDED BY STARKVILLE POLICE CHIEF MARK BALLARD RELATED TO THE PENDING AND SUBSEQUENT CONCLUSION OF I.A. 25-12001 FOR A STARKVILLE POLICE TACTICAL/DISPATCHER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVING TASK ORDER #3 WITH BURNS COOLEY DENNIS FOR A GEOTECHNICAL INVESTIGATION FOR THE PROPOSED SKATE PARK AT THE STARKVILLE SPORTSPLEX IN THE AMOUNT OF \$9,800.00.
2. CONSIDERATION OF APPROVING THE LOW BID FROM SGK LANDSCAPES, INC. FOR THE SPORTSPLEX SOCCER IRRIGATION IMPROVEMENTS PROJECT IN THE AMOUNT OF \$92,075.29.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO RENEW THE (5) YEAR LEASE SOFTWARE AGREEMENT WITH UTILITY ASSOCIATES, INC FOR BODY WORN CAMERAS, ACCESSORIES AND IN-CAR VIDEO EQUIPMENT IN THE AMOUNT OF \$790,000.00 OVER (5) YEARS FROM APRIL 1, 2026 – MARCH 31, 2031. THE AMOUNT DUE IN THE CURRENT FISCAL YEAR IS \$150,000.00. UTILITY ASSOCIATES, INC., IS A SOLE SOURCE PROVIDER AND COMPATIBLE WITH EXISTING SYSTEMS.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$25,440.00 FOR REPLACEMENT OF ELECTRIC BUTTERFLY VALVES AT CURRY STREET PLANT.
2. CONSIDERATION OF ACCEPTING THE LOW BID FOR THE HEADWORKS, CLARIFIER, AND RAS IMPROVEMENTS PROJECT FROM

NCMC, LLC AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

- 3. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION PUSH CAMERA (UEMSI ENCODER 75-3800-500) AS SURPLUS AND AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM GREEN EQUIPMENT COMPANY TO PURCHASE A REPLACEMENT PUSH CAMERA IN THE AMOUNT OF \$8,901.00.**

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PERSONNEL MATTER

XV. OPEN SESSION

XVI. ADJOURN UNTIL FEBRUARY 3, 2026 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent Items 2-19:

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 6, 2026 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the January 6, 2026 session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JANUARY 14, 2026 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the January 14, 2026 Special Call meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF THE U.S. GOVERNMENT LEASE FOR REAL PROPERTY BETWEEN NOAA AND THE CITY OF STARKVILLE LOCATED AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the U.S. Government lease for real property between NOAA and the City of Starkville located at George M. Bryan Field” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF APPROVAL TO ENTER INTO A BASE NETWORK AND SUPPORT AGREEMENT AND A CELL PLAN WITH QT POD FOR THE NEXT FIVE YEARS AT A TOTAL COST OF \$7,180.00 AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval to enter into a base network and support agreement and a cell plan with QT Pod for the next five years at a total cost of \$7,180.00 at George M. Bryan Field” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF FP 26-01 A REQUEST FOR FINAL PLAT APPROVAL FOR “THE PRESERVE AT HUNTINGTON PARK - PHASE 1 PART 2” LOCATED ON THE WESTERN END OF HUXLEY DRIVE IN A SD-6 ZONING DISTRICT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval of FP 26-01 a request for final plat approval for “the Preserve at Huntington Park - phase 1 part 2” located on the western end of Huxley Drive in a SD-6 zoning district” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF FP 26-02 A REQUEST FOR FINAL PLAT APPROVAL FOR “VOGES-HAUPST SUBDIVISION” AT 504 DR. MARTIN LUTHER KING JR DRIVE WEST IN A CR ZONING DISTRICT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval of FP 26-02 a request for final plat approval for “Voges-Haupt Subdivision” at 504 Dr. Martin Luther King Jr drive west in a CR zoning district” is enumerated, this consent item is thereby approved.



U.S. GOVERNMENT LEASE FOR REAL PROPERTY



DATE OF LEASE: January 13, 2026

LEASE NO:

This Lease, under the authority of 40 U.S.C. § 585, and as delegated under 41 C.F.R. § 102-73.175(e), is made and entered into between

CITY OF STARKVILLE

whose address is: George M. Bryan Field
120 Airport Road
Starkville, MS 39759

hereinafter called the “Lessor”, and the United States of America, hereinafter called the “Government”.

Witnesses: The parties hereto, for consideration hereinafter mentioned, covenant and agree as follows:

1. **Premises.** Lessor owns or controls improved land located at George M. Bryan Airport, located at 120 Airport Rd, Starkville, MS 39759 (the “Property”). Lessor leases to the Government and the Government leases from the Lessor a portion of the Property consisting of approximately 2,000 square feet of improved land for the installation and operation of Government owned wind profiling equipment (the “Premises”). The approximate geographic coordinates of Premises are Latitude 33.430710, Longitude -88.845721. Exhibit A. further describes the Property and Premises.
2. **Term.** The term of this Lease begins on December 1, 2024 and ends on November 30, 2029, subject to the termination and other rights as may be hereinafter set forth. The parties may agree to enter into a succeeding ground lease after this Lease ends, with the Government’s property (e.g., improvements, equipment) remaining the property of the Government.
3. **Rent.** Effective December 1, 2024 the Government shall pay the Lessor an annual rent of \$2,400.00, payable at the rate of \$200.00 per month in arrears. If the term of this Lease includes any partial month, rent for the partial month shall be prorated. Rent shall be made via electronic funds transfer and based on the information provided in the System for Award Management (SAM) database (available at: <https://www.sam.gov>), or successor Government database.

A one-time, lump-sum payment will be made subsequent to the execution of this Lease and will bring the rent current.

The Government’s obligation to pay rent to a new owner or assignee (Transferee), as well as recognize a Transferee as the new lessor, shall not commence until the 4 required actions in Paragraph 13 (Novation and Change-of-Name Agreements (Change of Ownership and Change of Name)) have occurred.

4. **Termination.** The Government may terminate this Lease at any time by giving at least 60 calendar days’ notice in writing to the Lessor, and no rent shall accrue after the effective date of termination.

Said notice shall be computed commencing with the day after the date of mailing.

5. **Permitted Use.** The Government may use the Premises for any lawful purpose, such as installing, operating, maintaining, repairing, and replacing the wind profiler equipment. The wind profiler equipment may include the following: 915 MHz wind profiler system, RASS system, Radiometer, Basic RadFlux system and a 10-foot Meteorological station tripod, consisting of a wind anemometer, temperature/relative humidity sensor, pressure sensor, tipping bucket rain gauge and a data logger. The Government's equipment is provided on Exhibit B. The Government shall have the right to access the Property to make such installations, alterations, additions, and improvements to the Premises, instruments, and other Government property as may be necessary in order to carry out the Government's mission.
6. **Access.** For the duration of this Lease, and at no additional cost to the Government, the Lessor is responsible for ensuring the Government, including the Government's employees, contractors, subcontractors, authorized representatives, and licensees shall have access (rights of ingress and egress) to the Premises at all times (i.e., 24 hours per day and 7 days per week). The Lessor shall be responsible for securing any easement, right of entry, or other access agreement necessary to ensure the Government's access to the Premises from a nearby public roadway. When applicable, the Lessor shall provide the Government with at least two keys or the combination or code for any security fencing. The Government may, at its own expense, erect a fence or other barrier to restrict access to the Premises.
7. **Government Property.** Lessor covenants and agrees that none, nor any part, of the Government's property (e.g., wind profiler, equipment, buildings, fixtures, improvements) placed in, on, upon or affixed to the Premises shall become, or be considered part of, the Premises. The Government's property shall remain the property of the Government, unless disposed of or abandoned by the Government in accordance with applicable federal laws and regulations. Said disposal or abandonment will also need to be coordinated among the parties.
8. **Operations, Maintenance, and Utilities.** (a) The Government is responsible for operating and maintaining the Government's equipment. (b) The Lessor will routinely perform groundskeeping maintenance on the Premises up to the perimeter of the equipment. The Government may periodically perform seasonal maintenance (e.g., lawn mowing, cutting weeds) on the Premises inside the perimeter of the equipment. (c) The Government shall have a right-of-way to connect to all necessary utilities (e.g., for maintaining power, telecommunications, cabling, and fuel lines to the Premises). During the term of this Lease, the Government is responsible for separately funding its utility consumption on the Premises and utility connection to the Premises.
9. **Taxes, Assessments, and Fees.** The rent includes all taxes, assessments, and fees levied on the Property. The Government shall not be responsible for the payment of any taxes, assessments, or fees levied on the Property or on the Government's property (e.g., wind profiler, other equipment).
10. **Hazardous Materials.** The Premises shall be free of hazardous materials according to applicable environmental laws and regulations.
11. **Authority to Lease.** Lessor covenants that Lessor's interest in the Property is sufficient to enter into this Lease and Lessor's signatory has full authority to bind the Lessor to all terms and conditions of this Lease; the Government may reasonably request evidence of said interest and authority.
12. **Successors Bound.** This Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

13. **Novation and Change-of-Name Agreements (Change of Ownership and Change of Name).** If the Lessor desires to transfer this Lease or ownership of the Premises, or change its name, compliance with Federal Acquisition Regulation (FAR) subpart 42.12 (48 C.F.R. subpart 42.12) is required. The Government's obligation to pay rent to a new owner or assignee (Transferee), as well as recognize a Transferee as the new lessor, shall not commence until the following actions have occurred: (1) the Government determines that recognizing the Transferee as the new lessor is in the Government's interest; (2) the Government, the original Lessor (Transferor), and the Transferee execute a Government provided novation agreement, based on the FAR and GSA templates, providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee; (3) the Transferee properly registers in the SAM database, or successor Government database, and completes all required representations and certifications (e.g., those within SAM); and (4) a lease amendment is executed by the Government and the Transferee that memorializes the above actions.
14. **Claims.** For the purposes of this Lease, the Government is considered to be self-insured. The Government agrees to promptly consider and adjudicate any claims which may arise out of use of the Lessor's Property/Premises by the Government or duly authorized representatives or contractors of the Government and to pay for any damage or injury as may be required by applicable law. Such adjudication may be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq., the Federal Employees' Compensation Act, 5 U.S.C. § 8101 et seq., or such other legal authority as may be pertinent.
15. **Correspondence.**

16. **Quiet Enjoyment.** Lessor agrees that the Government shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease, without hindrance from Lessor or anyone claiming rights by, through or under Lessor. In support of the Government's mission of collecting, studying, and reporting on meteorological conditions, the Lessor agrees to share any potential development plans with the Government to avoid damaging any Government improvements, including the Government's utility lines, grading and access.

If at any time before the expiration of this Lease the Lessor desires to change the location of the Government's operation pursuant to this Lease and/or the Lessor changes or modifies its facilities (e.g., runways or other areas) and/or allows others to change or modify such facilities in such a manner so as to adversely affect or render useless the Government's equipment or facilities or related power, control, or signal lines; the Lessor, shall bear any and all cost for repair and/or for replacement, removal and/or relocation of said equipment, facilities, and/or related power, control or signal lines to another site acceptable to the Government.

17. **Exhibits and Attachments.** The following are attached and made a part hereof:

- A. Exhibit A, Description of the Property and Premises (1 page)
- B. Exhibit B, Government's Equipment List (1 page)
- C. General Clauses, DOC NOAA JAN 2024 (2 pages)
- D. FAR clause 52.204-24, REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020) (4 pages)
- E. ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS, GSA FORM 3518-SAM (REV JAN 2016) (MODIFIED DOC/NOAA - MAY 2022) (2 pages plus screenshot of SAM)

18. **Prior Transaction.** This Lease succeeds Lease number 22WSR0201N.

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

LESSOR: CITY OF STARKVILLE

BY 
Signature

Lynn Spruill, Mayor, 1/20/26
Printed Name, Title, & Date

IN THE PRESENCE OF:

BY 
Signature

Joanna McLaurin, City Clerk 1/20/26
Printed Name, Title, & Date

UNITED STATES OF AMERICA:

BY _____
Department of Commerce
Real Property Contracting Officer

Printed Name of Contracting Officer & Date

GENERAL CLAUSES

(Acquisition of Real Property Leasehold Interests in Land and Towers for Leases Up to \$250,000 Net Annual Rent)

1. The Lessor shall maintain the Premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.
2. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. The Government may terminate the Lease if: (i) the Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or (ii) the Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions; and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Premises unusable for its intended purposes. Failure by the Lessor to timely deliver the Premises or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from: (i) circumstances within the Lessor's control; (ii) circumstances about which the Lessor had actual or constructive knowledge prior to the lease award date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters; (iii) the condition of the Property; (iv) the acts or omissions of the Lessor, its employees, agents or contractors; or (v) the Lessor's inability to obtain sufficient financial resources to perform its obligations. The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.
3. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be accessed electronically at: <https://www.acquisition.gov>.
4. The following FAR (48 C.F.R. part 52) and GSAR (48 C.F.R. part 552) clauses are incorporated by reference:
 - FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
 - FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable to leases over \$30,000 total contract value.)
 - FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
 - FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
 - FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
 - FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)
 - FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
 - FAR 52.204-27 PROHIBITION ON A ByteDance COVERED APPLICATION (JUN 2023)
 - FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - PROHIBITION (DEC 2023)
 - FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021) (Applicable to leases over \$35,000 total contract value.)
 - FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023)
 - FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2023) (Applicable to leases over the micro-purchase threshold.)
 - FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases over \$150,000 total contract value.)
 - FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value.)
 - FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases over \$150,000 total contract value.)
 - FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) (Applicable to any leases of any value awarded to an individual.)
 - FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)

INITIALS: _____

&

LESSOR

GOVERNMENT

GENERAL CLAUSES DOC NOAA AUG 2025

GENERAL CLAUSES

(Acquisition of Real Property Leasehold Interests in Land and Towers for Leases Up to \$250,000 Net Annual Rent)

- | | |
|--------------------|---|
| FAR 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018) |
| FAR 52.233-1 | DISPUTES (MAY 2014) |
| GSAR 552.270-4 | DEFINITIONS (AUG 2023) (DEVIATION) |
| GSAR 552.270-7 | FIRE AND CASUALTY DAMAGE (JUN 2011) |
| GSAR 552.270-8 | COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION) |
| GSAR 552.270-10 | DEFAULT BY LESSOR (JUL 2023) (DEVIATION) |
| GSAR 552.270-23 | SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (SEP 1999) |
| GSAR 552.270-24 | STATEMENT OF LEASE (SEP 1999) |
| GSAR 552.270-28 | MUTUALITY OF OBLIGATION (SEP 1999) |
| GSAR 552.270-30 | PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011) |
| GSAR 552.270-31 | PROMPT PAYMENT (JUN 2011) |
| GSAR 552.270-32 | COVENANT AGAINST CONTINGENT FEES (JUN 2011) |
| 5. GSAR 552.270-35 | SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020) |

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM)" means that—

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

- (b) (1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.
- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

INITIALS:  & _____
LESSOR GOVERNMENT

General Clause Addendum
to the Lease FAR 52.204-25 and GSAR 552.204-70

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means –

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

LESSOR:  GOVERNMENT: _____

General Clause Addendum
to the Lease FAR 52.204-25 and GSAR 552.204-70

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

LESSOR:  GOVERNMENT: _____

General Clause Addendum
to the Lease FAR 52.204-25 and GSAR 552.204-70

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

LESSOR:  GOVERNMENT: _____

General Clause Addendum REV (10/19)

General Clause Addendum
to the Lease FAR 52.204-25 and GSAR 552.204-70

(a) *Definitions.* As used in this clause-

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror or Contractor represents that it ☐ will or ☐ will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

LESSOR:  GOVERNMENT: _____

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Lease Number	Dated
--	---------------------	--------------

Complete appropriate boxes and sign the form. This form will be attached to, and be a part of, the lease. The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the lessor (e.g., owner) of the property offered, not an individual or agent representing the lessor.

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is 41.5 million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.

☐ Registration Active and Copy Attached

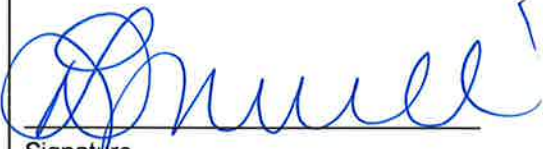
2. 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that -
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
 - (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that -
 - (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

- (2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

3. UNIQUE ENTITY IDENTIFIER

- (a) Enter Unique Entity Identifier number: JD6GFWSBX1L3
- (b) An offeror may obtain a Unique Entity Identifier ("Unique Entity ID" or "UEI") via the internet at www.sam.gov; and request your Unique Entity ID and register your entity to do business with the U.S. Government. Existing registered entities can find their Unique Entity ID by visiting www.sam.gov or via the Federal Service Desk (FSD), www.fsd.gov or request help from an FSD agent Monday–Friday 8 a.m. to 8 p.m. ET at 866-606-8220.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) <u>City of Starkville, 110 W. Main St,</u> <u>Starkville, MS 39759</u>  _____ Signature	TELEPHONE NUMBER <u>662-323-2525</u> <u>1/20/26</u> Date
--	--	--



2605 Trade Centre Ave, Suite B
Longmont, CO 80503
888.412.5332 www.QTood.com

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of February 1, 2026 ("**Effective Date**"), between QT Petroleum On Demand, LLC, an Oregon limited liability company ("**QTPOD**") and City of Starkville, MS - Airport Dept ("**Customer**"). Customer and QTPOD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

- A. Customer has purchased QTPOD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and
- B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) years (invoiced annually) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless either Party gives written notice of its intent not to renew to the other Party at least 90 days before the expiration of the then current term. The Initial Term and any renewal terms shall be collectively referred to as the "**Term.**"

2. License, Services and Fees.

2.1. Subject to the terms and subject to the conditions set forth in this Agreement, QTPOD hereby agrees to provide cloud-based access and grants Customer a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support, any and all intellectual property, and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QTPOD will provide the Services via a web-based service interface application that will be provided, defined and determined by QTPOD.

2.2. Adjustment of Fees. QTPOD shall have the right to adjust the Fees at the start of any renewal term. Should QTPOD intend to adjust the Fees, it shall provide the Customer with notice of the change in Fees at least one hundred and twenty (120) days prior to the expiration of the then current term.

2.3. Documentation. In connection with the Services, QTPOD may provide the Customer with user manuals, handbooks, and guides relating to the Services either electronically or in hard copy form.

Subject to the terms and conditions contained in this Agreement, QTPOD hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.4. Reservation of Rights. QTPOD reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.

3. Responsibilities of QTPOD.

3.1 Services. QTPOD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QTPOD's systems may be periodically offline or otherwise inoperable in order for QTPOD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QTPOD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QTPOD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, QTPOD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 Modification. QTPOD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QTPOD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 Support. QTPOD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as Exhibit 2.

4. Responsibilities of Customer.

4.1 Format and Internet Connection. Customer will be responsible for delivering and receiving data to and from QTPOD's server(s) in the format required by QTPOD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit unless a cellular connection is supplied by QTPOD. Customer shall also provide QTPOD with a static IP address or a specific range of static IP addresses.

4.2 Access to M4000. Customer will provide QTPOD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QTPOD in the performance of its obligations under this Agreement.

4.3 Confidentiality of End User's Data. QTPOD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 Updates. QTPOD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 End User Communications. QTPOD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 Proper Use. Customer is responsible for using the Services in the manner instructed by QTPOD and otherwise in the manner intended. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The software used in connection with the

Services is QTPOD's proprietary software and Customer shall not at any time, directly or indirectly to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

5. Terms of Payment.

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within thirty (30) days after the date of QTPOD's invoice.

6. Taxes.

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QTPOD with proper tax exemption certificates.

7. Minimum Technical Specifications.

Unless QTPOD is supplying a cellular connection, Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

8. Scope and Limitations.

Customer acknowledges that QTPOD is responsible only for providing Customer with data transmission. QTPOD is not providing any information relating to any credit report, nor should any information provided by QTPOD be used to create or modify any credit report. QTPOD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

Notwithstanding anything to the contrary in this Agreement, QTPOD may temporarily suspend Customer's access to any portion or all of the Services if: (i) QTPOD reasonably determines there is a threat or attack on any of the software or Customer's use of the software disrupts or poses a security risk to QTPOD or to any other customer or vendor of QTPOD; or (ii) Customer is using the Services for fraudulent or illegal activity. QTPOD shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. QTPOD shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. QTPOD will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

9. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media], [that is/and whether or not] marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing,

each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Limited Warranty.

10.1 QTPOD does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit 2. THE FOREGOING WARRANTY DOES NOT APPLY, AND QTPOD STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

10.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS" AND QTPOD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. QTPOD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. QTPOD MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

11.1 Customer Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless QTPOD, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to Customer's misuse of the Services, data breaches within the Customer's network, or Customer's misconduct or negligence.

11.2 QTPOD Indemnity. QTPOD shall indemnify, defend and hold harmless Customer, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to claims that the Services infringe or misappropriate any intellectual property right. In the event of such a claim, or if QTPOD reasonably believes that the Service is likely to become the subject of such a claim, then QTPOD shall, at its expense: (a) obtain for Customer the right to continue using such Service; (b) replace or modify the Service so that it does not infringe upon or misappropriate such intellectual property right and maintains substantially similar functionality and performance; or, (c) in the event that QTPOD is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, QTPOD shall terminate this Agreement promptly reimburse to Customer any prepaid Fees for which Subscription Service have not been rendered or provided.

12. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS.

13. Cardholder and Transaction Information.

QTPOD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction (collectively, the "**Requirements**"). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing.

14. Excused Non-Performance.

QTPOD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QTPOD's reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a "**Force Majeure**") include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; cyber-attacks; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QTPOD.

15. Default and Early Termination.

If Customer defaults in performance of any material obligation under this Agreement, QTPOD may terminate this Agreement, provided that QTPOD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QTPOD's reasonable satisfaction within thirty (30) days after QTPOD provides such written notice. Customer agrees that Customer's failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QTPOD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party's cessation of business, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the

provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

16. Miscellaneous Provisions.

16.1. Independent Contractor. Neither Party nor its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party's operations or over the manner and method by which such Party conducts its operations. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

16.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, by email, or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, notice given by email shall be deemed effective at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

Address for Notice:

QT Petroleum On Demand, LLC
2605 Trade Centre Ave., Ste. B
Longmont, CO 80503

Attention: _____

Email: _____

Address for Notice:

City of Starkville, MS - Airport

P.O. Box 1424

Starkville, MS 39760

Attention: Rodney Lincoln

Email: rlincoln@cityofstarkville.org

16.3 Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

16.4 Assignment. Subscriber may not assign any of its rights, interests or duties under this Agreement without the prior written consent of QTPOD, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QTPOD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

16.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

16.6 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Colorado, without reference to its conflicts of law principles. **The Uniform Computer Information Transactions Act will not apply to the interpretation or enforcement of this Agreement.** Each Party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Colorado, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

16.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b)

constitute a continuing waiver; or (c) waive that right on any other occasion.

16.8 Amendments. This agreement may be amended only by a written instrument signed by both Parties, which writing must refer to this Agreement.

16.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "including without limitation." The word "or" is not exclusive and includes "and/or." The word "will" is a synonym for the word "shall." Reference to a "person" includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

16.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

16.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

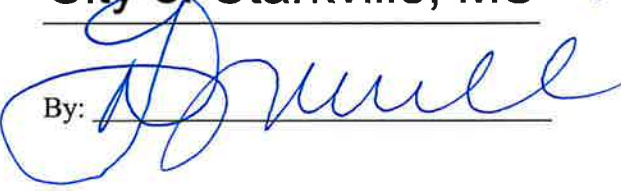
QT Petroleum On Demand, LLC

By: Michelle Shadows

Name: Michelle Shadows

Title: Office Manager

City of Starkville, MS

By: 

Name: D. Lynn Spruill

Title: Mayor



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

STAFF REPORT

To: Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Discussion and consideration of FP 26-01 a request for Final Plat approval for "The Preserve at Huntington Park - Phase 1 Part 2" located on the western end of Huxley Drive in a SD-6 zoning district
Date: January 13, 2026

The purpose of this report is to provide information regarding a Final Plat request by Mike Brent on behalf of Jackson Construction, Inc. for "The Preserve at Huntington Park - Phase 1 Part 2" subdivision. Please see attachments 1- 6.

BACKGROUND INFORMATION

- On May 15, 2018, the Board of Aldermen approved the Huntington Subdivision Phase 9 Preliminary Plat.
- On December 21, 2021, the Board of Aldermen approved a variance request from side setbacks and fence height for front yard of side setback adjacent to the street on a corner lot for lots 301, 307, 308, 314, 315, 321, 322, 328, 345, and 346 within the Preserve at Huntington Park subdivision. The specific dimensions are as follows:
 1. Side setback adjacent to the street 15' for Lots 345 and 346.
 2. Side setback adjacent to the street 20' for Lots 301, 307, 308, 314, 315, 321, 322, and 328.
 3. Fence/Wall height up to 8' within setback adjacent to the street 301, 307, 308, 314, 315, 321, 322, 328, 345, and 346.
- On November 10, 2021, the City Planner approved an Administrative Adjustment in accordance with Section 3.6 of the Unified Development Code for a 2' reduction in the side setback requirements for one side of Lots 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, and 328.
- On August 2, 2018, the Development Review Committee approved IP 18-03 Hunting Park Phase 9 Infrastructure Plan.
- On December 18, 2025, The Development Review Committee reviewed FP 26-01 The Preserve at Huntington Park - Phase 1 Part 2 final plat.

GENERAL INFORMATION

- The proposed subdivision is located at western end of Huxley Drive in a SD-6 zoning district.
- The gross acreage is +/- 7.77 with a total of 18 lots. The proposed gross density is 2.13 units per acre.
- All easements and dedications are provided on the final plat.
- Street numbers will be assigned for construction permitting and utility assignments.
- Electrical service will be provided by 4 County.
- Potable water and sanitary sewer utility services will be provided by Starkville Utilities.
- Staff has been provided proof of establishment of a Homeowners Association (Attachment 6).
- The final plat is a Class "C" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by § 17-1-23 and § 17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely affected parties.

FINAL PLAT INFORMATION

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

ZONING DISTRICT INFORMATION

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	SD-6
A1 Lot size per unit in sq. ft (min.)	6000
A2 Lot width (min.)	50'
A3 Lot width at corner (min.)	60'
B. Principal Building Setbacks	SD-6
B1 Front setback	25' or infill standards
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	25'
B4 Rear setback (min.)	20'
B5 Rear setback adjacent to street or alley (min.)	25'
C. Accessory Dwelling Unit/Structure Setbacks	SD-6
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min
C3 Side setback corner lot (min.)	25'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	20'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	SD-6
D1 From primary street	See infill standards
E. Height	SD-6
E1 Principal building(s) (max)	30', 2 story
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	SD-6
F1 Street-facing primary entrance along street	yes

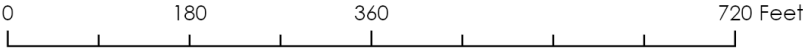
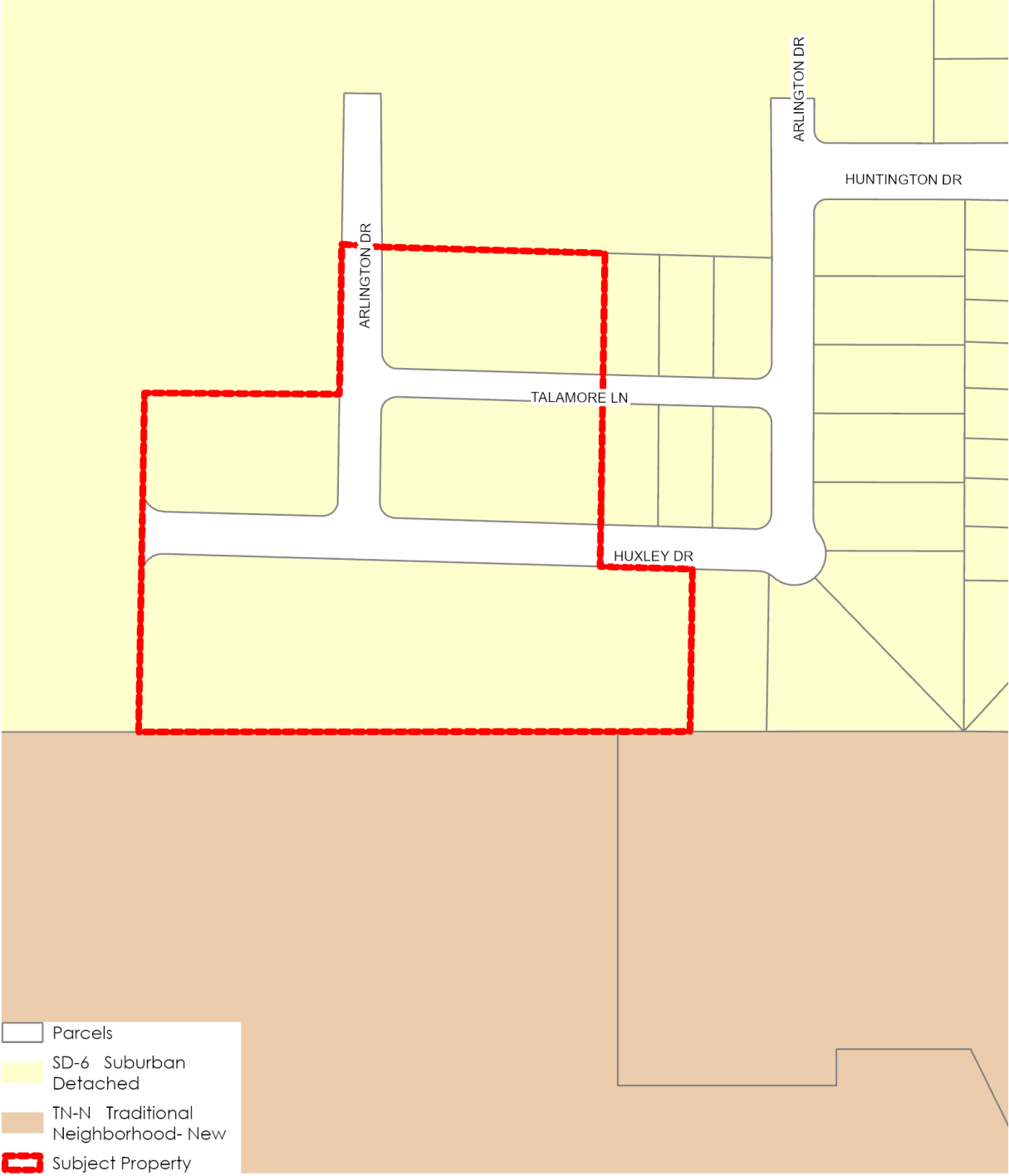
CONDITIONS OF APPROVAL

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

Attachment 1- FP 26-01 Aerial



Attachment 2- FP 26-01 Zoning



Attachment 3- FP 26-01 Plat Overlay



[illegible]

Attachment 6- Proof of HOA Establishment

12-30-2025

To The City of Starkville,

This letter is to confirm the establishment of the Homeowners Association for The Preserve at Huntington Park Phase 1, Part 2.

By: 
Ryan Akers, President
Huntington Homeowner's
Association, Inc.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
HUNTINGTON HOMEOWNER'S ASSOCIATION, INC.	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	647317
Status:	Good Standing
Effective Date:	11/01/1997
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name
JANIE B COVIN
105 LAKE POINTE LN
STARKVILLE, MS 39759

Officers & Directors

Name	Title
JUDY O BLACK 121 N JACKSON ST STARKVILLE, MS 39759	Incorporator
H RUSSELL ROGERS 121 N JACKSON ST STARKVILLE, MS 39759	Incorporator



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

STAFF REPORT

To: Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Discussion and consideration of FP 26-02 a request for Final Plat approval for "Voges-Haupt Subdivision" at 504 Dr Martin Luther King Jr Drive West in a CR zoning district.
Date: January 20, 2026

The purpose of this report is to provide information regarding a Final Plat request by Holland Cox with Springer Engineering on behalf of Shannon Voges-Haupt for the "Voges-Haupt Subdivision". Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant stated that their family previously owned several of the existing lots along Dr. Martin Luther King Jr. Drive West and is seeking to reacquire the property if possible. At this time, the applicant indicated that the purchase is intended as a long-term investment, with no plans for redevelopment in the near future. The owners of 506 and 508 Dr. Martin Luther King Jr. Drive West were not interested in selling their entire properties, which is why the proposed aggregation is configured as shown

GENERAL INFORMATION

- The Development Review Committee reviewed the final plat on November 20, 2025.
- The proposed subdivision is located at 504 Dr Martin Luther King Jr Drive West in a CR zoning district.
- The gross acreage is +/- 2.36 with a total of 2 lots. The proposed gross density is 0.85 lots per acre.
- All easements and dedications are provided on the final plat.
- No new street numbers have been assigned for construction.
- Electrical services will be provided by Starkville Utilities.
- Potable water and sanitary sewer utility services will be provided by the City of Starkville.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by § 17-1-23 and § 17-1-25 of the Mississippi Code Annotated (1972), as amended.

- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely affected parties. OR This subdivision is a part of a previously platted subdivision. The applicant has listed the adversely effected parties and provided written proof from each party agreeing to the alteration.

FINAL PLAT INFORMATION

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

ZONING DISTRICT INFORMATION

A. Lot Dimensions	CR
A1. Lot size per unit in sq. ft (min.)	40000
A2. Lot width (min.)	80'
A3. Lot width at corner (min.)	110'
B. Principal Building Setbacks	CR
B1. Front setback	40' min*
B2. Side setback (min.)	10'
B3. Side setback corner lot (min.)	40'
B4. Rear setback (min.)	30'
B5. Rear setback adjacent to street or alley (min.)	20'
C. Accessory Dwelling Unit/Structure Setbacks	CR
C1. Front setback	Behind rear wall of principal building
C2. Side setback	5' min
C3. Side setback corner lot (min.)	40'

C4. Rear setback	5', 100 for structures housing livestock
C5. Rear setback adjacent to alley for garages (min.)	N/A
C6. Structures housing livestock (min.)	100' min

D. Parking Setbacks	CR
D1. From primary street	N/A
E. Height	CR
E1. Principal building(s) (max)	35', 2.5 story
E2. Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3. Accessory structure agricultural use	70'
F. Pedestrian Access	CR
F1. Street-facing primary entrance along street	yes

CONDITIONS OF APPROVAL

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

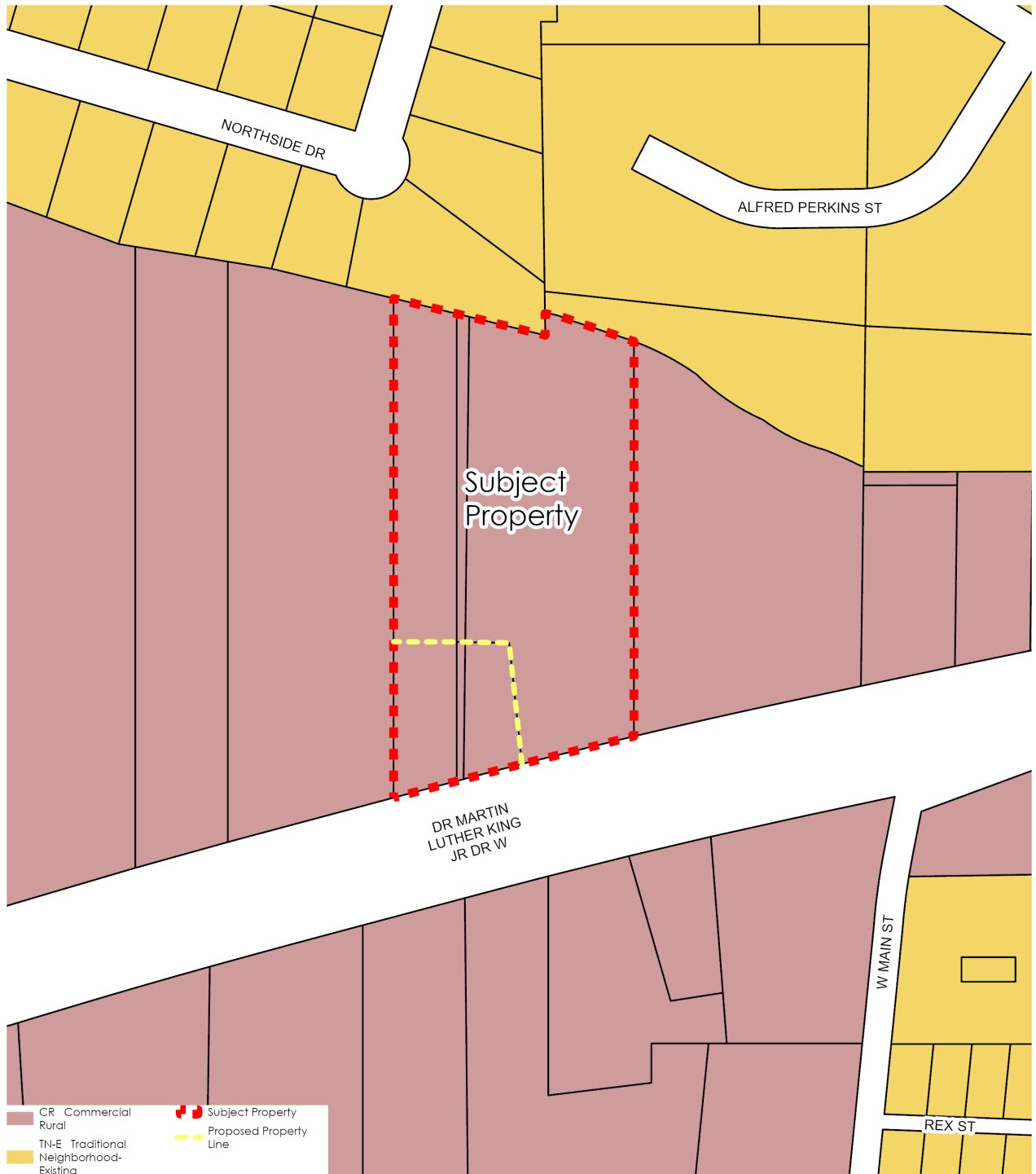
Attachment 1 - FP 26-02 Aerial



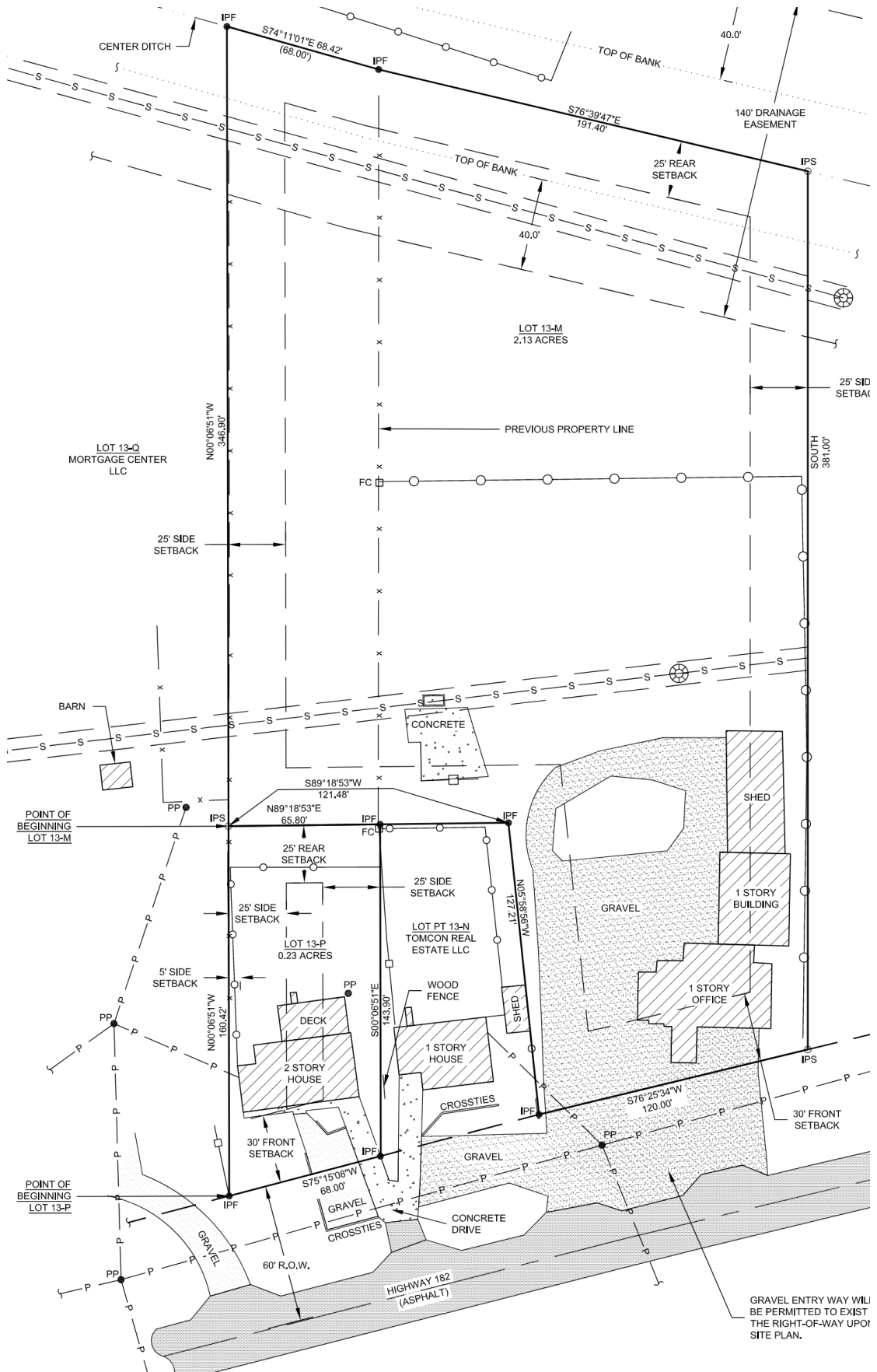
0 25 50 100 Feet



Attachment 2 - FP 26-02 Zoning



Attachment 4 – Enlarged Site Plan



8. CONSIDERATION OF AUTHORIZATION TO ALLOW THE COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE AMERICA250 MISSISSIPPI GRANT PROVIDED BY THE MISSISSIPPI HUMANITIES COUNCIL.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval of authorization to allow the Community Development Department to apply for the America250 Mississippi Grant provided by the Mississippi Humanities Council” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF AUTHORIZATION TO ALLOW THE COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR A GRANT PROVIDED BY THE MISSISSIPPI HILLS NATIONAL HERITAGE AREA (MHHA).

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval of authorization to allow the Community Development Department to apply for a grant provided by the Mississippi Hills National Heritage area (MHHA)” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF APPROVING THE SOLE SOURCE QUOTE FROM MERIDIAN RAPID DEFENSE GROUP IN THE AMOUNT OF \$56,588.75 FOR AN ARCHER DROP DECK TRAILER AND MOBILE BOLLARD ACCESSORIES.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval of approving the sole source quote from Meridian Rapid Defense Group in the amount of \$56,588.75 for an archer drop deck trailer and mobile bollard accessories” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF THE DECEMBER 2025 FINANCIAL STATEMENTS.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the December 2025 financial statements” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF AUTHORIZATION TO HIRE POOJA SHAUNAK AS GRANTS AND FINANCE MANAGER IN THE CITY CLERK / FINANCE & ADMINISTRATION DEPARTMENT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval of authorization to hire Pooja Shaunak as Grants and Finance Manager in the City Clerk / Finance & Administration Department” is enumerated, this consent item is thereby approved.



December 24, 2025

Company: City of Starkville

Address: 110 West Main Street, Starkville, MS 39759

To whom it may concern,

This is a sole source letter to certify that the Archer 1200 Barrier, the Archer 1200 Trailer Barrier Kit, the Archer Beam Gate, the Archer Rapid Gate, and the Archer Rapid Gate Kit are MERIDIAN exclusive products that are manufactured, rented, and sold only by Meridian Rapid Defense Group LLC ("MERIDIAN"). MERIDIAN is also the only provider of the deployment services of the Archer products and there are no other affiliates who offer this solution. MERIDIAN is the sole manufacturer, supplier, and renter of these products.

The Archer 1200 is manufactured in the U.S. with 700 lbs. of American made steel and has been tested to MASH, ASTM, PAS 68, and IWA14. No other product on the market meets these standards except the Archer 1200 Barrier.

We are glad to make ourselves available to provide further technical information on materials and the proper use of the above listed items. MERIDIAN provides the in-field training of the equipment to ensure the safety and effectiveness of the Archer 1200 Barrier.

The following items detail the unique, and one of its kind, characteristics of the Archer 1200 Barrier:

- No other product on the market provides unanchored stopping power certified to US DOD and PAS 68 standards. Unbolted units stop a vehicle traveling 30 mph within 14 feet; no other product on the market meets this standard.
- No other product on the market is rated for armor-piercing NATO ammunition up to .50 cal. ballistic rounds.
- No other barrier on the market is designed as a non-electric and non-hydraulic unit.
- The Archer 1200 Barrier has easily deployable wheels that are self-contained on the barrier and effortlessly positioned. No other product on the market has this unique characteristic.
- No other product on the market can be installed as a complete barrier system with MERIDIAN's 4-foot and 10-foot Arrestor Cables.
- MERIDIAN's unique, one-of-a-kind barriers can be deployed at any desired length, as unit can be "daisy chained" together. This cannot be achieved with any other product on the market.
- MERIDIAN's unique products are transported and positioned using a specially designed Drop Deck Trailer.
- A remaining unique feature of the Archer 1200 Barrier is that the unit allows for the installation of directional or informational signage.

Please feel free to contact me with any specific questions or additional requests for information.

Many thanks,

A handwritten signature in black ink that reads 'J. Eric Alms' in a cursive script.

Eric Alms

President

Cell: (626) 755-6493 or (213) 400-9811

éalms@meridian-barrier.com



Meridian Rapid Defense Group Sales LLC
177 E. Colorado Blvd
Suite 200
Pasadena CA 91105
United States

Quote

#QUO-S-12445

GSA Contract #47QSWA19D001F

12/24/2025

Bill To
City of Starkville
110 West Main Street
Starkville MS 39759
United States

Ship To
City of Starkville
Chris Williams
110 West Main Street
Starkville MS 39759
United States

Date	Expires	Shipping Method	Sales Rep
12/24/2025	03/24/2026	Freight Out	Aaron T Adair

Item		Price Level	Quantity	Rate	Amount
T1000	Archer T-1000 Drop Deck Trailer	GSA	1	34,247.85	\$34,247.85
AMHA003-2	Archer Manual Hauler 2.0	GSA	3	1,925.18	\$5,775.54
AMB1200WSP	Wayfinding Package		2	0.00	
WAYF-001	Wayfinding Frame	GSA	16	574.18	\$9,186.88
WF3C	Caution - Caution	GSA	16	37.24	\$595.84
WF4PTO	Caution - Pedestrian Traffic Only	GSA	16	37.24	\$595.84
WF2STP	Caution - Stop	GSA	16	37.24	\$595.84
WF1RC	Caution - Road Closed	GSA	16	37.15	\$595.96
WF - Paint	Wayfinding Frame Paint Fee	GSA	16	0.00	\$0.00
End of Group				0.00	\$11,570.36
F	Freight Charges		1	4,995.00	\$4,995.00

Subtotal \$56,588.75

Tax (0%) \$0.00

Total \$56,588.75

Notes:

Payment Terms:

Due to high demand, Meridian is requesting a 50% deposit to ensure timely delivery of your product.

Wire Transfer Instructions:

Meridian Rapid Defense Group Sales LLC
Account Number: 568605235
Bank Name: Chase Bank, N.A.
Wire Routing : 021000021
ACH Routing : 322271627

Check Remittance:

530 New Los Angeles Ave #115-345
Moorpark, CA 93021



QUO-S-12445

13. CONSIDERATION OF AUTHORIZATION TO PROMOTE AMANDA TAYLOR TO THE POSITION OF HUMAN RESOURCES BUSINESS PARTNER WITHIN THE HUMAN RESOURCES DEPARTMENT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval to promote Amanda Taylor to the position of Human Resources Business Partner within the Human Resources Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF AUTHORIZATION TO HIRE DARLENE BROOKS AS HUMAN RESOURCES/PAYROLL COORDINATOR IN THE HUMAN RESOURCES DEPARTMENT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Darlene Brooks as Human Resources/Payroll Coordinator in the Human Resources Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF APPROVAL TO HIRE AREX WYATT AND HALLI POWERS AS NON-CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Arex Wyatt and Halli Powers as non-certified Police Officers in the Starkville Police Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF AUTHORIZATION TO HIRE RICHARD "RICKY" ATWOOD AS AN AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Richard "Ricky" Atwood as an aircraft lineman (FBO) in the Starkville Airport Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF AUTHORIZATION TO HIRE JAYDEN LOWE AS A LANDSCAPE INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Jayden Lowe as a landscape intern in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF AUTHORIZATION TO HIRE JP BUFORD AS A TEMPORARY DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire JP Buford as a temporary driver in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF THE TWO (2) DISCIPLINARY ACTIONS RECOMMENDED BY STARKVILLE POLICE CHIEF MARK BALLARD RELATED TO THE PENDING AND SUBSEQUENT CONCLUSION OF I.A. 25-12001 FOR A STARKVILLE POLICE TACTICAL/DISPATCHER.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the two (2) disciplinary actions recommended by Starkville Police Chief Mark Ballard related to the pending and subsequent conclusion of I.A. 25-12001 for a Starkville Police Tactical/Dispatcher” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF APPROVING TASK ORDER #3 WITH BURNS COOLEY DENNIS FOR A GEOTECHNICAL INVESTIGATION FOR THE PROPOSED SKATE PARK AT THE STARKVILLE SPORTSPLEX IN THE AMOUNT OF \$9,800.00.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the task order #3 with Burns Cooley Dennis for a geotechnical investigation for the proposed skate park at the Starkville Sportsplex in the amount of \$9,800.00” is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF APPROVING THE LOW BID FROM SGK LANDSCAPES, INC. FOR THE SPORTSPLEX SOCCER IRRIGATION IMPROVEMENTS PROJECT IN THE AMOUNT OF \$92,075.29.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval the low bid from SGK Landscapes, Inc. for the Sportsplex Soccer Irrigation Improvements Project in the amount of \$92,075.29” is enumerated, this consent item is thereby approved.

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office
551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 853-2077

Mailing Address
Post Office Box 12828
Jackson, MS 39236

www.bcdgeo.com

Materials Laboratory
278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

January 13, 2026

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

Proposal No. 26001P-002

Attention: Stephen Kachelman, P.E.

Re: Geotechnical Exploration
Proposed Sportsplex Skate Park
Starkville, Mississippi

Gentlemen:

Burns Cooley Dennis, Inc. is pleased to submit this proposal for conducting a geotechnical exploration for the above-referenced project. Our general understanding of the project is based on information provided via e-mail by you on December 30, 2025.

Plans are being made for the construction of the new skate park on a parcel of land located off of the south side of Lynn Lane and just east of the existing Starkville Sportsplex building in Starkville, Mississippi. The proposed park will consist of a bowl like structure containing quarter pipes, stair sets, hand rails, hubba ledges, manual pads and flat rails. The actual skate park will encompass approximately 12,000 sq ft and is assumed to be lightly-loaded. Additional structures/elements of that park include approximately 650 linear ft of sidewalks, an approximate 325 sq ft seating area and four new light-poles. Details regarding grading plans have not been provided; however, we anticipate that up to 10 ft of cut could be required to construct the bowl of the skate park. Minimal grading is anticipated for the remaining elements. Based on Google Earth imagery, the proposed construction area appears to be open, grass covered, and relatively level.

As requested, we propose to explore subsurface soil conditions for the new skate park by means of five (5) soil borings. Four (4) of the borings would be made within footprint of the proposed skate park to depths of 15 ft. At the request of the city, one (1) 15-ft deep boring will be made to explore subsurface conditions for the four new light-poles.

Relatively undisturbed Shelby tube samples of fine-grained soils and disturbed split-spoon samples of any granular materials encountered would be obtained in the borings at approximate 3-ft to 5-ft intervals of depth. All soils encountered during drilling would be examined and classified in the field by a geotechnical engineering technician. The soil samples would be appropriately packaged and sealed for transport to our laboratory. The boreholes would be plugged with soil cuttings after completion of drilling and sampling.

All of the soil samples would be visually examined in the laboratory and tests would be performed on the samples to investigate the strengths, classifications, and volume change properties of the soils encountered. Unconfined compression (UC) and unconsolidated undrained (UU) triaxial compression tests would be performed on selected undisturbed Shelby tube samples to evaluate undrained shear strength characteristics of fine-grained soils. Atterberg liquid and plastic limit tests would be performed on representative samples to investigate the classifications and volume change properties of fine-grained soils. Minus No. 200 sieve tests would be performed on selected samples to evaluate the classifications of coarse-grained soils. Water content tests would be performed to corroborate field classifications and to extend the usefulness of the strength and plasticity data.

The soil boring and laboratory test data would be analyzed and an engineering report would be prepared including our findings and recommendations pertaining to site preparation, earthwork construction and foundation design and construction. The report would include a plan showing the boring locations, graphical logs of the borings, the results of all laboratory tests, a complete description of the services provided, and our recommendations. All services on this project would be performed under the direct supervision of a geotechnical engineer registered to practice engineering in Mississippi.

We would perform the scope of services outlined in the preceding paragraphs for a lump sum price of \$9,800.00. We would not exceed the lump sum price unless the scope of services is expanded. If it becomes necessary to expand the scope of services, we would estimate the additional charges and request approval before proceeding. Professional services provided by Burns Cooley Dennis, Inc. would be performed in accordance with generally accepted engineering principles and practices.

In developing the price for the geotechnical exploration, we assumed that the boring locations would be accessible to truck-mounted drilling equipment. We also assumed there would not be any inordinate delays for the drill crew related to locating and avoiding underground utilities. Prior to our field exploration, we would contact Mississippi 811 to have underground utilities located and marked within the site. We would also require the assistance of Starkville Sportsplex personnel and/or City of Starkville personnel who may have knowledge of or drawings pertaining to the locations of underground utilities within the proposed construction areas. Burns Cooley Dennis, Inc. will not be responsible for damages to irrigation lines and/or other buried utilities that are not identified by Mississippi 811 or the Starkville Sportsplex and/or City of Starkville representative(s). It should be noted that our lump sum price does not include any cost for boring layout and for determining ground surface elevations at the boring locations. Greater accuracy of boring locations and ground elevations can be achieved by survey staking which the project civil-surveyor can perform at the owner's direction.

The proposed scope of work does not include environmental site analysis, detailed slope or trench stability, detailed dewatering design, detailed pavement design, sidewalk recommendation, structural foundation or retaining wall design, ground improvement detailed design, in-person or virtual meetings other than as required to clarify recommendations in the report, design plan and specification review, and construction phase services. Some of the above-mentioned services are available and can be performed at your request for an additional fee.

We could begin the field exploration phase of the exploration within about four to five weeks after your notice to proceed and could discuss preliminary recommendations soon after completion of the borings. Our final engineering report would be submitted after completion of laboratory testing and our analyses.

We appreciate the opportunity to submit this proposal. If the scope of services, lump sum price and schedule described in the preceding paragraphs are acceptable, please sign the following page and return it to us by e-mail along with the letter. We are offering the services under the signed As-Needed Engineering Services 2025-2028 agreement between the City of Starkville and Burns Cooley Dennis, Inc. dated April 1, 2025. We look forward to conducting the geotechnical exploration for this project.

Very truly yours,

BURNS COOLEY DENNIS, INC.



Christian S. Jackson, P.E.



G. Thomas Dunlap, P.E.

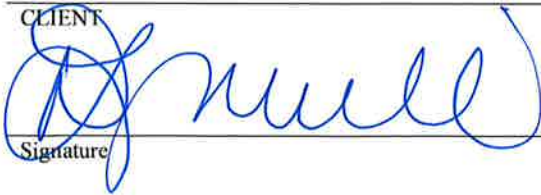
GTD/CSJ

Copy Submitted: (via e-mail)

Attachment

THE CITY OF STARKVILLE

CLIENT



Signature

Lynn Spruill

Typed or Printed Name/Title

1/20/26

Date

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL ENGINEER



Signature

G. Thomas Dunlap, P.E.

Typed or Printed Name/Title

January 13, 2026

Date

HISTORIC

STARKVILLE

MISSISSIPPI'S COLLEGE TOWN

CITY OF STARKVILLE

ENGINEERING DEPARTMENT

CITY HALL, 110 W. MAIN STREET

STARKVILLE, MISSISSIPPI 39759-2944

25036 - Sportsplex Irrigation Improvements

Bid Tabulation - January 8, 2026

					Engineer's Estimate		CBLA Managemenet, LLC		Jones Hardscapes, LLC		Lone Pine Irrigation, LLC		SGK Landscapes, Inc.		Southwest Design & Landscaping		Stewart Environmental Construction, Inc.		Weathers Constrtuction, Inc.	
Line No.	Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	02920-A	Mobilization	1.0	LS	\$ 9,000.00	\$ 9,000.00	\$ 6,000.00	\$ 6,000.00	\$ 21,000.00	\$ 21,000.00	\$ -	\$ -	\$ 9,102.79	\$ 9,102.79	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,426.00	\$ 6,426.00
2	02920-B	Removal of Existing Valves	29.0	EA	\$ 100.00	\$ 2,900.00	\$ 103.45	\$ 3,000.05	\$ 872.00	\$ 25,288.00	\$ -	\$ -	\$ 64.92	\$ 1,882.68	\$ 65.00	\$ 1,885.00	\$ 150.00	\$ 4,350.00	\$ 155.00	\$ 4,495.00
3	02920-C	Main Irrigation Line Remove & Replace (PVC Class 200 SDR 21)	1800.0	LF	\$ 15.00	\$ 27,000.00	\$ 27.35	\$ 49,230.00	\$ 15.00	\$ 27,000.00	\$ -	\$ -	\$ 10.43	\$ 18,774.00	\$ 16.50	\$ 29,700.00	\$ 16.00	\$ 28,800.00	\$ 3.50	\$ 6,300.00
4	02920-D	Isolation Valve	6.0	EA	\$ 500.00	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 1,000.00	\$ 6,000.00	\$ -	\$ -	\$ 440.10	\$ 2,640.60	\$ 1,800.00	\$ 10,800.00	\$ 920.00	\$ 5,520.00	\$ 1,285.00	\$ 7,710.00
5	02920-E	Lateral Line Remove & Replace (PVC Class 200 SDR 21) (As-Needed)	600.0	LF	\$ 10.00	\$ 6,000.00	\$ 5.35	\$ 3,210.00	\$ 15.00	\$ 9,000.00	\$ -	\$ -	\$ 6.46	\$ 3,876.00	\$ 7.50	\$ 4,500.00	\$ 9.00	\$ 5,400.00	\$ 10.00	\$ 6,000.00
6	02920-F	Sprinkler Head Assembly Remove & Replace (Rainbird 8005-SS) (As Needed)	15.0	EA	\$ 250.00	\$ 3,750.00	\$ 347.00	\$ 5,205.00	\$ 500.00	\$ 7,500.00	\$ -	\$ -	\$ 372.76	\$ 5,591.40	\$ 240.00	\$ 3,600.00	\$ 180.00	\$ 2,700.00	\$ 300.00	\$ 4,500.00
7	02920-G	Install 2-wire Irrigation System	1.0	LS	\$ 36,000.00	\$ 36,000.00	\$ 38,900.00	\$ 38,900.00	\$ 28,062.00	\$ 28,062.00	\$ -	\$ -	\$ 36,664.90	\$ 36,664.90	\$ 60,000.00	\$ 60,000.00	\$ 43,280.00	\$ 43,280.00	\$ 51,400.00	\$ 51,400.00
8	02920-H	Solid Sodding	750.0	SY	\$ 5.00	\$ 3,750.00	\$ 4.50	\$ 3,375.00	\$ 7.00	\$ 5,250.00	\$ -	\$ -	\$ 10.75	\$ 8,062.50	\$ 8.00	\$ 6,000.00	\$ 8.00	\$ 6,000.00	\$ 7.00	\$ 5,250.00
9	02920-I	Electric Control Valve (Rainbird PEB)	29.0	EA	\$ 150.00	\$ 4,350.00	\$ 265.00	\$ 7,685.00	\$ 1,500.00	\$ 43,500.00	\$ -	\$ -	\$ 188.98	\$ 5,480.42	\$ 380.00	\$ 11,020.00	\$ 325.00	\$ 9,425.00	\$ 257.00	\$ 7,453.00
					Base Bid Total=	\$ 95,750.00		\$ 120,205.05	\$ 172,600.00		\$ -		\$ 92,075.29		\$ 132,505.00		\$ 115,475.00		\$ 99,534.00	
													LOW BID							

Math error. Unit Price Governs

SGK Landsapes, Inc. submitted Base Bid was \$92,075.51.

CBLA Management, LLC submitted Base Bid was \$120,205.00

Lone Pine Irrigation, LLC did not provide COR number.

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



Signature

22. CONSIDERATION OF APPROVAL TO RENEW THE (5) YEAR LEASE SOFTWARE AGREEMENT WITH UTILITY ASSOCIATES, INC FOR BODY WORN CAMERAS, ACCESSORIES AND IN-CAR VIDEO EQUIPMENT IN THE AMOUNT OF \$790,000.00 OVER (5) YEARS FROM APRIL 1, 2026 – MARCH 31, 2031. THE AMOUNT DUE IN THE CURRENT FISCAL YEAR IS \$150,000.00. UTILITY ASSOCIATES, INC., IS A SOLE SOURCE PROVIDER AND COMPATIBLE WITH EXISTING SYSTEMS.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval to renew the (5) year lease software agreement with Utility Associates, Inc. for body worn cameras, accessories and in-car video equipment in the amount of \$790,000.00 over (5) years from April 1, 2026 – March 31, 2031. The amount due in the current fiscal year is \$150,000.00. Utility Associates, Inc., is a sole source provider and compatible with existing systems” is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$25,440.00 FOR REPLACEMENT OF ELECTRIC BUTTERFLY VALVES AT CURRY STREET PLANT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval to accept the low quote from Bill Young in the amount of \$25,440.00 for replacement of electric butterfly valves at Curry Street Plant” is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF ACCEPTING THE LOW BID FOR THE HEADWORKS, CLARIFIER, AND RAS IMPROVEMENTS PROJECT FROM NCMC, LLC AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the low bid for the Headworks, Clarifier, and RAS Improvements Project from NCMC, LLC and authorizing the mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF AUTHORIZATION TO DECLARE THE WATER DIVISION PUSH CAMERA (UEMSI ENCODER 75-3800-500) AS SURPLUS AND AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM GREEN EQUIPMENT COMPANY TO PURCHASE A REPLACEMENT PUSH CAMERA IN THE AMOUNT OF \$8,901.00.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 20, 2026 Official Agenda, and to accept items for consent, whereby the “approval to declare the Water Division push camera (UEMSI encoder 75-3800-500) as surplus and authorization to accept the low quote from Green Equipment Company to purchase a replacement push camera in the amount of \$8,901.00” is enumerated, this consent



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer
Date
Sales Quote#
Expires
Sales Rep
PO#
Terms

Starkville MS Police
6/16/2025
135431
12/31/2025
Dahlia Blake
Net 30

Bill To

Acct. Payable
Starkville Police Department
b.lovelady@cityofstarkville.org
Meridianville AL 35759
United States

Ship To

Starkville Police Department
101 E. Lampkin Street
Starkville MS 39759
United States

Item	Description	Quantity	Price Each	Amount
Description	BASE SERVICES **			
EOS-ICV-H/S-5	EOS Fusion Camera and Rocket In-Car Video System Hardware Bundle, Battery Backup, POLARIS SaaS, Warranty, and 24/7 Technical Support - 5 Years: The coverage period is 4/1/2026 through 3/31/2031 (60 mos)	40		\$585,600.00
	SO#22005 / PO#Offer Letter			
EOS-H/S-5	EOS Camera and Mount, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 5 Years: The coverage period is 4/1/2026 through 3/31/2031 (60 mos)	37		\$233,840.00
	SO#22005 / PO#Offer Letter - qty 20			
	SO#48140 / PO#M-20033 - qty 12			
	SO#53667 / PO#M-21078, qty 1			
	SO#54003 / PO#M-21172, qty 1			
	SO#54250 / PO#M-21229, qty 1			
	SO#55789 / PO#M-21518, qty 1			
	SO#55793 / PO#M-21520, qty 1			

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to clientsuccess@utility.com



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Starkville MS Police
Date	6/16/2025
Sales Quote#	135431
Expires	12/31/2025
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

Bill To

Acct. Payable
Starkville Police Department
b.lovelady@cityofstarkville.org
Meridianville AL 35759
United States

Ship To

Starkville Police Department
101 E. Lampkin Street
Starkville MS 39759
United States

Item	Description	Quantity	Price Each	Amount
ICV-H/S-5	In-car Video System with Rocket High Speed Mobile Data Communications Hub, Battery Backup, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 5 Years: The coverage period is 4/1/2026 through 3/31/2031 (60 mos) SO#49392 / PO#M-20298 - qty 7 SO#49392 / PO#M-20298 - qty 3	10		\$129,400.00
EOS-H/S-5	EOS Camera and Mount, Media Controller, USB-C Breakaway Charging Cable, CAD Activation, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 5 Years: The coverage period is 5/1/2026 through 3/21/2031 (59 mos) SO#55795 / PO#M-21521	1		\$6,229.00
CAD-S-5	CAD Activation SaaS - 5 Years: The coverage period is 4/1/2026 through 3/31/2031 (60 mos) SO#22005 / PO#Offer Letter	78	\$900.00	\$70,200.00
EOS-Refresh	BodyWorn Hardware Refresh - Includes Charging Cables, Case, Holster, and Screen Protector	78	\$900.00	\$70,200.00
EOS-SPARE	EOS Intelligent Body Camera HaaS - Spare Pool	3	\$0.00	\$0.00
Description	NEW UAI CAPABILITIES ***			

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to clientsuccess@utility.com



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Starkville MS Police
Date	6/16/2025
Sales Quote#	135431
Expires	12/31/2025
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

Bill To

Acct. Payable
Starkville Police Department
b.lovelady@cityofstarkville.org
Meridianville AL 35759
United States

Ship To

Starkville Police Department
101 E. Lampkin Street
Starkville MS 39759
United States

Item	Description	Quantity	Price Each	Amount
EOS-BT-8000025	EOS Accessory: Media Controller 2.0	78	\$0.00	\$0.00
RIOT-H-Q151-FrontCam	ACTI Front Camera (4mm)	50	\$0.00	\$0.00
	*Utility Field Engineers will Install			
RIOT-H-8000024-KIT	UTILITY UPS for XLE Battery Back-Up	50	\$0.00	\$0.00
	*Utility Field Engineers will Install			
POLARIS-TRANSCRIP	Polaris Transcription and Translation - 1,500 Minutes	10	\$150.00	\$1,500.00
	-15,000 Minutes *			

Description **Payment Schedule: Paid to Utility, Inc. Over the Life of this Agreement:**

Payment 1 - Due NET 30 From Signature/ PO
Issuance Date: \$150,000

Payment 2: Due on April 1, 2027: \$150,000

Payment 3: Due on April 1, 2028: \$150,000

Payment 4: Due on April 1, 2029: \$170,000

Payment 5: Due on April 1, 2030: \$170,000

Total: \$790,000

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to clientsuccess@utility.com



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Starkville MS Police
Date	6/16/2025
Sales Quote#	135431
Expires	12/31/2025
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

Bill To

Acct. Payable
Starkville Police Department
b.lovelady@cityofstarkville.org
Meridianville AL 35759
United States

Ship To

Starkville Police Department
101 E. Lampkin Street
Starkville MS 39759
United States

Item	Description	Quantity	Price Each	Amount
Signature Line	Signature:  Name: <u>Lynn Spruill</u> Date: <u>1/20/26</u> PO: _____			

Subtotal	\$1,096,969.00
Discount	(\$306,969.00)
Subtotal	\$790,000.00
Sales Tax (%)	\$0.00
Total	\$790,000.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to clientsuccess@utility.com



662-871-9632
canthavenothing7@yahoo.com
634 Hwy 41N Okolona MS 38860

Bill Young

ESTIMATE

FOR: **City Of Starkville**
cmcclain@starkvilleutilities.com

NUMBER: EST0018
DATE: Jan 7, 2026

Description	Quantity	Unit price	Amount
2–10” electric butterfly valves	1	\$13,560.00	\$13,560.00
2– 8” electric butterfly valves	1	\$11,880.00	\$11,880.00

SUBTOTAL: \$25,440.00
TOTAL: \$25,440.00
PAID: \$0.00

BALANCE DUE

\$25,440.00

Comments
labor mileage and material to install 2–10” and 2– 8” electric butterfly valves at curry street plant.

Estimate for City of Starkville



2-10" electric butterfly valves and 2-8" electric butterfly valves. estimate includes mileage and labor. to be installed at Curry Street Plant

From

Vaughan Water Works
255 County Road 141
Okolona, MS, 38860
United States

Invoice No.
INV-31

Date
Jan 08 2026

Invoice Due
Jan 08 2026

To

Starkville Utilities
United States

Description	Quantity	Rate	Amount
2-10" electric butterfly valves	1	15916.00	USD 15916.00
2-8" electric butterfly valves	1	14068.00	USD 14068.00
Sub Total			29,984.00
Total			USD 29,984.00
Paid to Date			USD 0.00
Balance			USD 29,984.00

Email: vaughanwaterworks@gmail.com





2111 Parkway Office Cir #100
Birmingham, AL 35244

TEL 205.443.3080

www.GarverUSA.com

January 9, 2026

Mary Williams, P.E.
Starkville Utilities
200 N. Lafayette St
Starkville, MS 39759

(Delivered via Email to: mwilliams@starkvilleutilities.com)

Re: **Recommendation to Award**
Ernest E. Jones WWTP Headworks, Clarifier and RAS Improvements
Project No. 240005
Garver Project No. 2401917

Dear Mary,

Bids were received for the Ernest E. Jones Wastewater Treatment Plant (WWTP) Headworks, Clarifier and RAS Improvements project in the City of Starkville, City Hall at 12:00 PM on Wednesday, January 7, 2026. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of four (4) bids were received for the project. NCMC, LLC. submitted the low base bid in the amount of **\$11,897,000.00**. The engineer's opinion of probable construction cost (OPCC) was \$14,721,000.00. The bids received ranged from \$11,897,000.00 to \$13,798,500.00. All necessary forms required as part of the Instruction to Bidders were included by the low bidder.

We believe that the bid submitted by NCMC, LLC. represents a good value for Starkville Utilities and is within our understanding of the budgeted amount. It is recommended that the construction contract for the Ernest E. Jones WWTP Headworks, Clarifier and RAS Improvements project be awarded to NCMC, LLC.

Please call me if you have any questions.

Sincerely,

Matt Tabor, P.E.
Project Manager
GARVER, LLC

Attachments: Ernest E. Jones WWTP Headworks, Clarifier and RAS Improvements Certified Bid Tabulation
Bid Documents Submitted by NCMC, LLC.



	Hemphill Const. Co., Inc.	NCMC, LLC.	TL Wallace Const., Inc.	Phillips Contracting Co. Inc.
Bidder Information	1858 US 49, Florence, MS 39073 MS Cor No. 02449-MC	14545 Barringer Ct. Baton Rouge, LA 70809 MS Cor No. 23499-MC	4025 Hwy 35 North Columbia, MS 39429 MS Cor No. 03770-MC	P.O. Box 7530 Columbia, MS 39705 MS Cor No. 00229-MC
Acknowledgement of All Addenda	Yes	Yes	Yes	Yes
Bid Form Summary				
<u>Base Bid Item No. 1</u> Mobilization and Demobilization	\$685,000.00	\$500,000.00	\$603, 750.00	\$650,000.00
<u>Base Bid Item No. 2</u> Facility 05: Site Civil Improvements	\$1,800,000.00	\$1,500,000.00	\$1,630,080.00	\$1,500,000.00
<u>Base Bid Item No. 3</u> Asphalt Paving	\$232,605.00	\$294,300.00	\$305,100.00	\$251,000.00
<u>Base Bid Item No. 4</u> Curbing	\$89,600.00	\$98,000.00	\$88,200.00	\$77,000.00
<u>Base Bid Item No. 5</u> Facility 15: Existing Headworks Demolition	\$223,630.00	\$200,000.00	\$125,700.00	\$100,000.00
<u>Base Bid Item No. 6</u> Facility 20: Proposed Headworks	\$5,497,335.00	\$5,133,325.00	\$3,853,460.00	\$4,880,000.00
<u>Base Bid Item No. 7</u> Facility 35: Secondary Clarifiers No. 1 & 2 Improvements	\$1,620,000.00	\$1,540,000.00	\$2,050,815.00	\$2,000,000.00
<u>Base Bid Item No. 8</u> Facility 36: RAS Pump Station No. 1 Improvements	\$424,250.00	\$425,000.00	\$354,510.00	\$456,000.00
<u>Base Bid Item No. 9</u> Facility 37: Secondary Clarifier No. 3 Improvements	\$1,331,000.00	\$1,170,000.00	\$1,474,692.00	\$1,562,000.00
<u>Base Bid Item No. 10</u> Facility 38: RAS Pump Station No. 2 Improvements	\$552,415.00	\$575,000.00	\$518,665.00	\$554,000.00
<u>Base Bid Item No. 11</u> Clarifier No. 1, No. 2 and No. 3 Structural Crack Repair	\$340,000.00	\$80,000.00	\$340,000.00	\$376,000.00
<u>Base Bid Item No. 12</u> Clarifier No. 1, No. 2 and No. 3 Non-Structural Crack Repair	\$352,000.00	\$80,000.00	\$352,000.00	\$392,000.00
<u>Base Bid Item No. 13</u> Clarifier No. 1, No. 2 and No. 3 Concrete Wall Repair	\$359,040.00	\$48,000.00	\$351,600.00	\$390,000.00
<u>Base Bid Item No. 14</u> Clarifier No. 1, No. 2 and No. 3 Expansion Joint Repair	\$41,625.00	\$3,375.00	\$40,725.00	\$45,450.00
<u>Base Bid Item No. 15</u> Contingency Allowance	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
Total Base Bid	\$13,798,500.00	\$11,897,000.00	\$12,339,247.00	\$13,483,550.00



Bid Alternates				
Alternate Bid Item No. 1 Facility 37: Secondary Clarifier No. 3 Improvements	\$1,299,000.00	\$935,000.00	\$1,064,496.00	\$949,000.00
Alternate Bid Item No. 2 Facility 35: Secondary Clarifier No. 1 and No. 2 Improvements	\$1,105,250.00	\$1,200,000.00	\$1,448,750.00	\$725,000.00
Total Bid				
Provided the following Forms as part of Bid Packet				
Section 00430: Bid Bond	Yes	Yes	Yes	Yes

I certify that these are the correct bids taken for the Ernest E. Jones WWTP Headworks, Clarifier and RAS Improvements, taken for the Starkville Utilities, at 12:00 PM on Wednesday, January 7, 2026 and all required documentation was submitted.

Matt Tabor, PE Mississippi #35071



Digitally Signed: 1/9/2026

item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill wanted to commend the people who planned the MLK day services. She noted that on Friday, MSU had a unity dinner and it went well. She also noted that on Monday there was a MLK day service at New Zion Church and a separate unity walk. She encouraged everyone to attend next year. Mayor Spruill also mentioned the upcoming weather event over the weekend and commented that City crews would be ready. She encouraged everyone to stay safe. She recognized Oktibbeha County Supervisor Carver, who attended the meeting, and noted that a Storm Shelter would be opened.

BOARD OF ALDERMEN COMMENTS: Alderman Brooks complimented Lyle McCaskey's presentation on the Opengov software changeover and Daniel Havelin's help with the changeover. He noted that he had a chance to use the new system commended the planning department for the major improvement. He noted that people doing business with the city will really enjoy using the new system.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Mayor and Police Chief for helping the NAACP with MLK day and the encouraging words. He gave the Police Chief a community counseling card and noted there are people who do not take their medication this time a year and they can be violent.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

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

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

Mr. Dumas noted the increase number of riders and paratransit riders from FY24. He noted that Mr. Burnett and the engineering team have been proactive in talking to them about the bus route locations that would be impacted during construction throughout the city.

Mayor Spruill opened the Public Hearing.

Alvin Turner, noted that the SMART bus operations was a blessing for those who can't drive and this gives them a way to get around town.

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



MISSISSIPPI STATE
UNIVERSITY

Transportation

System Details



MISSISSIPPI STATE
UNIVERSITY

Transportation

5311 Rural Mass Transit Funds

Federal Transit Administration via the Mississippi Department of Transportation

80/20 Administrative/Capital Cost Share

50/50 Operational Cost Share

Fixed and Flexed routes.

Paratransit is On-Demand.

Participate in Regional and Statewide Coordination.



MISSISSIPPI STATE
UNIVERSITY

Transportation

Year in Review



MISSISSIPPI STATE
UNIVERSITY

Transportation

Fixed Route Ridership FY 24 v 25

Increase of 32,087 riders from FY24.

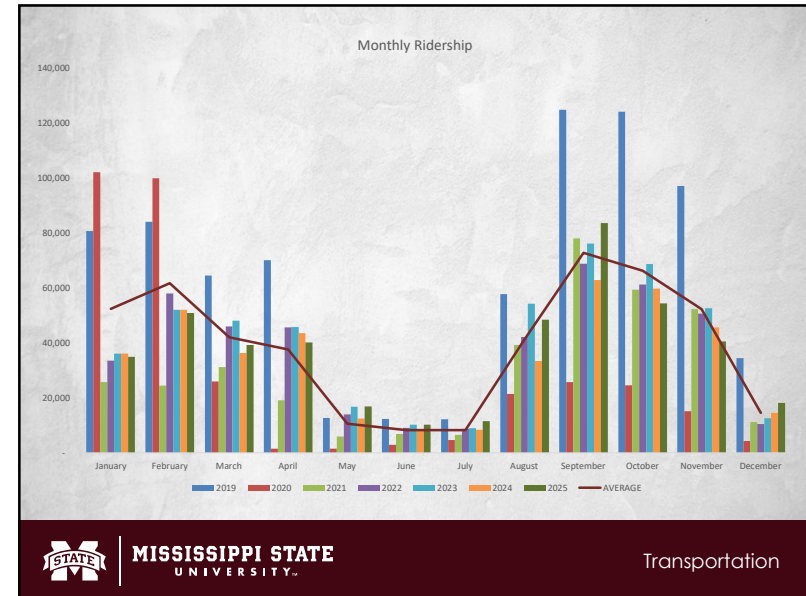
455,700 total riders for FY25 year.

46% city routes monthly average.



MISSISSIPPI STATE
UNIVERSITY

Transportation



MISSISSIPPI STATE
UNIVERSITY

Transportation

Paratransit Ridership CY 24 v 25



6,478 total paratransit ridership



1,261 riders required lift assistance.



19.5% of paratransit riders required a lift.

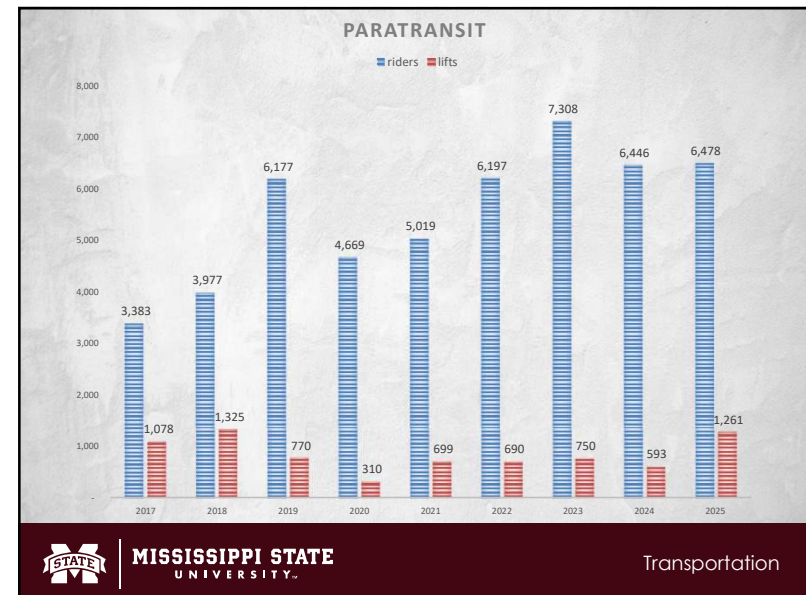


Lifts required increase 113% from CY24 to CY25.



MISSISSIPPI STATE
UNIVERSITY

Transportation



MISSISSIPPI STATE
UNIVERSITY

Transportation

Accomplishments



Total ridership increased from FY24 to FY25.



City ridership increased (26,912) 17% from FY24 to FY25.



4,203 GTR trips over the year. 85% increase from FY24 to FY25.



Completed a pilot project of the first ever autonomous bus in Mississippi.



Became leaders of our Regional Transit Group



MISSISSIPPI STATE
UNIVERSITY

Transportation

Proposed FY27



MISSISSIPPI STATE
UNIVERSITY

Transportation

Proposed FY27 Budget



\$7,557,720 proposed budget for FY27



\$2,756,474 in proposed
local cost share

\$2,431,804: MSU
\$224,670: various contracts/advertising
\$100,000: City of Starkville

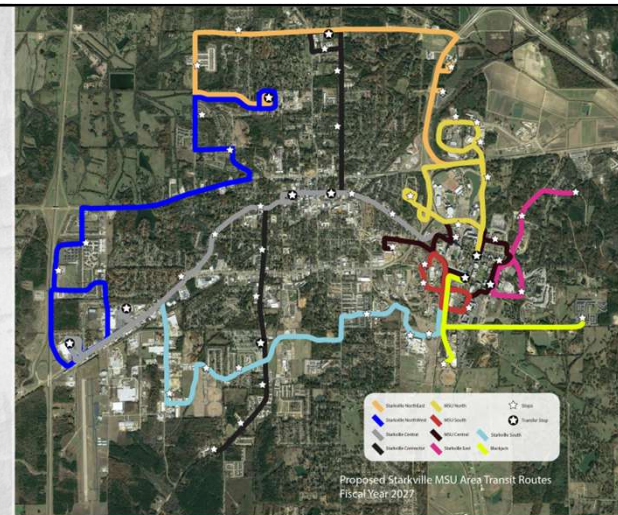


MDOT required all agencies to cut their
budgets by 10% this year.



MISSISSIPPI STATE
UNIVERSITY

Transportation



MISSISSIPPI STATE
UNIVERSITY

Transportation

FY27 Goals



Modernize Fleet.



Optimize Routes.



Adapt to growth at GTR.



MISSISSIPPI STATE
UNIVERSITY

Transportation

Thank you

www.smart.msstate.edu

662.325.5204



MISSISSIPPI STATE
UNIVERSITY

Transportation

PUBLIC HEARING AND CONSIDERATION OF RZ 25-02 A REQUEST REZONE 101 DR. MARTIN LUTHER KING JR DRIVE WEST FROM T-5C TO C.

Alderman Moreland recused herself from this portion of the meeting due to a potential conflict of interest.

Community Planner Daniel Havelin presented RZ 25-02 a request rezone 101 Dr. Martin Luther King Jr Drive West from T-5C to C. This is a request by Waael Alsaeidi on behalf of Under the Bleachers LLC to rezone 101 Dr. Martin Luther King Jr Drive West from T-5C to C with the parcel numbers 118P-00-148.00 and 118P-00-146.00. The applicant is proposing to reopen a convenient store gas station. That use is not permitted in a T-5C zoning district. That use was also not permitted under the previous T-5 zoning either. The Unified Development Code (UDC) allows for the continuous operation of a non-conforming use unless the use ceases for more than 3 months. The building has not been used as a convenient store gas station for more than 3 months. Therefore, the use is not permitted to be reestablished. Once the applicant was informed of this, they applied to rezone the property to C (commercial).

The UDC allows for the amendment of the Official Zoning District Map based on either Error with a need to correct or Change in Conditions with a public need. The C zoning district was established for “larger scale commercial uses, ranging from “big box” retail to smaller commercial buildings located along major commercial corridors.” The majority of C zoned property is along Highway 12 and Highway 25. The closest C zoned property is +/- 0.68 miles away directly to the south along Highway 12. The property to the north, east, and west is zoned T-5C. The property to the south is zoned T-5D. Rezoning the subject property as requested would meet the definition of Spot Zoning. Spot Zoning is defined as “Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the comprehensive zoning plan.”

The 2016 Comprehensive Plan shows this area as “Urban Corridors”. Urban Corridors are described as building fronting street, parking behind or below building, a connected street network with on-street parking, public spaces of various types.” Areas currently zoned C were generally shown as Suburban Centers and Suburban Corridors in the Comprehensive Plan. They have a development form that is described as Auto-oriented form with low-rise buildings fronting parking lots. The closest parcel with a zoning designation of C was designated Suburban Corridor in the Comprehensive Plan. The subject property and surrounding property were designated Urban Corridor in the Comprehensive Plan with zoning designation of T-5D and T-5C. Therefore, the request is not consistent with the adopted Comprehensive Plan.

In conclusion, the proposed use has not been permitted for 14 years and has long since passed the reestablishment deadlines. Changing the zoning designation from T-5C to C would be easily considered Spot Zoning and is not supported by the adopted 2016 Comprehensive Plan. The applicant has not provided evidence that there has been a change in condition in the area with an unmet public need for an additional convenience store with a gas station. If this change in zoning designation were to be allowed, the integrity of the zoning district and the Comprehensive Plan could be substantially weakened. Therefore, the Planning Department does not recommend

approval of this request. At the January 13, 2026 Planning and Zoning Commission meeting, the Commission voted 4 to 1 to recommend denial of the request.

The request was noticed in accordance with Section 3.1.3.G of the Unified Development Code.

1. 13 property owners of record within 160 feet of the subject properties were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on December 17, 2025.
3. A sign was posted on the property in a conspicuous location.

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

Waael Alsaeidi —spoke on behalf of the Bleachers. He talked about his history with another gas station in Starkville and his continued support and cooperation with the City on multiple matters. He passed out a pie chart showing a percentage by Ward of customers and a signed petition indicating the many board member constituents support his rezoning requests. He offered other general arguments in support of rezoning.

Sarah Alsaeidi stated that when she moved to Starkville that she was not aware of the zoning issue and at the time she believed the move would provide an opportunity that she had never been offered before. She noted that she and her husband have invested their lifesavings into this business. She noted that coming from New York City this was an opportunity meant even more as a woman and the first in her family to build something on her own.

Dakato Cadena noted that downtown Starkville serves as the heart of the community bringing together residents, students, workers and visitors to eat, shop, work and attend local events. As downtown continues to grow it is important that development also focuses on meeting the everyday needs of the people who spend their time there. Currently many individuals downtown do not have convenient access to hot food, over the counter medication, beverages and other essential items. He noted that a centrally located convenient store would help fill this gap while also help strengthen the downtown economy. He stated that easy access to quick meals, drinks and necessities would encourage people to stay downtown longer which would lead to increased visits to nearby shops and entertainment venues. He stated the inclusion of diesel fuel is critical because there are very few locations in the area that offer it. He noted that this project represents more than just a convenience store and that it would function as a valuable community resource that would enhance quality of life, support economic activity, create jobs, tax revenue, and contribute positively to the functionality and inclusivity to downtown Starkville.

Jeff Hosford noted that they have a gas station that is existing and they are wanting to reopen that gas station. He stated that contrary to what the planner has said that gas station hasn't changed. He spoke about the significant investment of the applicants. He noted that if there was a better way to do this, that they will do it. He noted that the city wants businesses who will stay for 20 years and that the applicants are wanting to improve the area.

Mayor Spruill opened the Public Hearing to the public.

Speaking in favor:

Ben Carver, previous Ward 1 Alderman, he noted they came in and have been a stabilized spot for this area at their current location. He stated that it is very good to have young people come in and have interest in business development. He offered his support for these young men.

There being no further comments, the Mayor closed the public hearing.

Alderman Brooks commented that they have talked about the 182 Corridor at length before and noted that he was on the Planning and Zoning Board for 10 years. He stated that he supports the form based district overall. He noted that he never really was a fan of it on this 182 corridor because it was a State highway there and form based codes translate districts that require minimal setbacks and you don't want to pull a building up to a highway to meet those requirements. He always thought there should be some overlay district along the area to treat that area differently. Alderman Brooks spoke specifically about his concerns with spot zoning legal issues that would follow.

Alderman Sistrunk stated that she supports form based codes as well. She noted that this location had been a state highway but is now becoming a city street going forward and that is what they have to keep in mind and that they have a developmental plan that is in place. She also was concerned about spot zoning and weakening that entire plan with setting of precedent for any other property over in that area. Alderman Sistrunk praised the applicants for their good work in the City and hoped that they find the right place for a business. She made a motion to deny the request to rezone based on the urban corridor zoning and the fact this would be spot zoning and not appropriate.

Alderman Vaughn noted that if the Board were to approve this that it would not be consistent with treatment of other businesses around this locations.

Mayor Spruill stated that she appreciates the gentlemen for being good community stewards and she appreciates their sentiment toward the city and them being here and that she wants them to continue to be part of the community but she concurs that 182 is now a city street that has different zoning priorities.

Alderman Sistrunk's Motion to deny the rezoning request was duly seconded by Alderman Vaughn. The Board voted as follows:

Alderman Kim Moreland	Voted: Recused
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.

Alderman Moreland reentered the room.

ORDINANCE NO. 2026-__

**ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI REZONING ALL OF A LOT
LOCATED AT 101 DR. MARTIN LUTHER KING JR DRIVE WEST FROM T-5C TO C WITH THE
PARCEL NUMBERS 118P-00-148.00 AND 118P-00-146.00**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, did hold a public hearing as described in the proof of publication of the notice of hearing, which is appended to the Minutes, in connection with the proposed rezoning of that certain property as depicted on Exhibit A from T5-C to C (Commercial); and

WHEREAS, the Mayor and Board of Aldermen do hereby find that notice of said public rezoning hearing was given as required by law (Exhibit B) and based upon the evidence and testimony received in connection with the proposed rezoning of the Subject Property and upon the recommendation of the City of Starkville Planning and Zoning Commission on January 13, 2026, and input from citizens and others, the City of Starkville finds that the zoning classification for the Subject Property at 101 Dr. Martin Luther King Jr Drive West as depicted on Exhibit A from T5-C to C (Commercial) as set forth herein, first finding, based on the Staff Report Case RZ 25-02 presented by the Planning Department including exhibits thereto, and related evidence submitted which is included in the record of these proceedings and incorporated herein, that the City has shown by the requisite burden of proof that proposed rezoning change as to the Subject Property is based off the finding _____; and

WHEREAS, the proposed rezoning is consistent with the City's 2016 Comprehensive Plan; and

WHEREAS, consistent with the findings herein the Subject Property as depicted on Exhibit A should be rezoned from T5-C to C (Commercial) and the Official Zoning District Map of the City of Starkville should be amended; and

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

SECTION 1. That the Subject Property located at 101 Dr. Martin Luther King Jr Drive West with the parcel numbers 118P-00-148.00 AND 118P-00-146.00 as depicted on Exhibit A should be rezoned from T5-C to C (Commercial) as provided herein-above.

SECTION 2. That the Official Zoning District Map of the City of Starkville, Mississippi should be and the same is hereby altered and amended to reflect the rezoning classifications set forth herein-above with respect to the Subject Property, and the Planning Department is hereby authorized to take all actions necessary to reflect said rezoning classifications of the Subject Properties as set forth herein-above on the Official Zoning District Map of the City of Starkville, Mississippi.

SECTION 3. Upon unanimous vote of the members of the Board of Aldermen, this Ordinance shall go into effect immediately in order to insure the efficient and orderly and timely development of the Subject Property. However, in the event the vote of the Board of Aldermen is less than unanimous, that this Ordinance shall go into effect thirty (30) days after the adoption hereof.

SECTION 4. Said Ordinance having been previously reduced to writing, a motion was made by Alderman _____ and seconded by Alderman _____ to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance

DRAFT- ONLY VALID IF APPROVED BY BOARD OF ALDERMEN

be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

Alderman Kim Moreland	Ward 1	Voted: _____
Alderman Sandra C. Sistrunk	Ward 2	Voted: _____
Alderman Kyle Skinner	Ward 3	Voted: _____
Alderman Mike Brooks	Ward 4	Voted: _____
Alderman William Pochop	Ward 5	Voted: _____
Vice Mayor Roy A'. Perkins	Ward 6	Voted: _____
Alderman Henry N. Vaughn, Sr.	Ward 7	Voted: _____

ORDAINED AND APPROVED, this the 20th day of January, 2026, at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Joanna McLaurin, City Clerk

Exhibit A

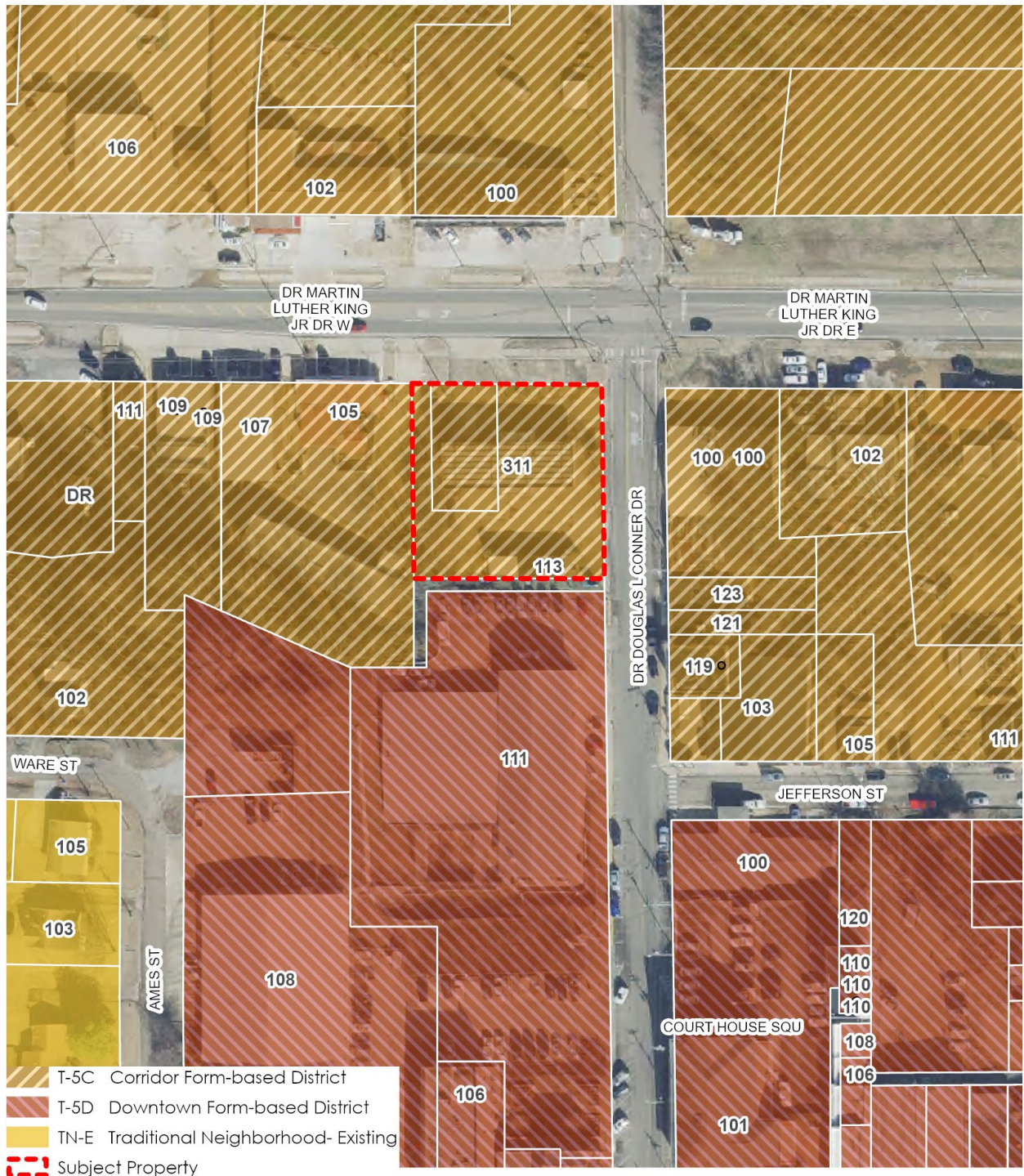


Exhibit B

AFFP
Rz 25-02 Sunoco 2

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

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

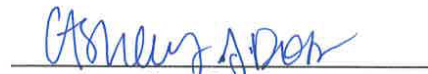
That he is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

December 17, 2025

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

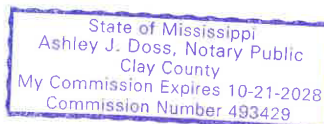

Classified Clerk

Subscribed to and sworn to me this 17th day of December 2025.


Ashley J. Doss, Notary Public, Oktibbeha County, Mississippi
My commission expires: October 21, 2028

00000131 00108447 662-323-4961

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



Two public hearings will be conducted by the City of Starkville to consider a request by Waael Alsaedi on behalf of Under the Bleachers LLC for a rezoning of 101 Dr. Martin Luther King Jr Drive West with the parcel numbers 118P-00-148.00 and 118P-00-146.00 from T-5C to C. The property is described as follows:

Lot 38-A and a portion of Lot 38, all in Block 7-A of the City of Starkville, Mississippi, as shown by the 1951 Edition of the Arthur L. Goodman Official Map of said City, of record in the land records of Oktibbeha County, Mississippi, in a book entitled "Official Map, City of Starkville, Miss." reference to which for further description is here made, the portion of Lot 38 being more particularly described as: Commence at the Southeast corner of Lot 38-A of Block 7-A of said City, as the point of beginning; thence run South along the West boundary of Washington Street for a distance of 93 feet; thence run in a Westerly direction parallel to the South boundary of the right-of-way of U.S. Highway 82 for a distance of 150 feet; thence run in a Northerly direction, parallel to the West boundary of the right-of-way of Washington Street for a distance of 150 feet, more or less, to the South boundary of the right-of-way of U.S. Highway 82; thence run in an Easterly direction along the South boundary of right-of-way of U.S. Highway 82 for a distance of 15 feet, more or less, to the Northwest corner of said Lot 38-A; thence run in a Southerly direction along the West boundary of Lot 38-A for a distance of 51 feet to the Southwest corner of said Lot 38-A; thence run in an Easterly direction along the South boundary of said Lot 38-A for a distance of 135 feet, more or less, to the point of beginning.

LESS AND EXCEPT: Parts of Lot 38 and 38-A of Block 7-A, of the City of Starkville, Mississippi as shown by the 1951 Edition of the Arthur L. Goodman Official Map of said City, recorded in the Land Records of Oktibbeha County, in a book entitled "Official Map, City of Starkville, Miss.", reference to which for further description is here made, and being more particularly described as follows: Commence with the intersection of the centerline of Washington Street with the South side of the right-of-way of U.S. Highway No. 82, and run in a Westerly direction along the South side of the right-of-way of U.S. Highway No. 82, a distance of 108.7 feet to the point of beginning; thence continue in a Westerly direction along the South side of the right-of-way of U.S. Highway NO. 82 a distance of 52 feet to the Northwest corner of Lot 38-A, Block 7-A, as shown on the A.L. Goodman Official Map of said City, 1951 Edition; thence run in a Southerly direction along the West boundary of Lot 38-A and parallel to the West side of the right-of-way of Washington Street a distance of 100 feet; thence run in an Easterly direction parallel to the South side of the right-of-way of U.S. Highway No. 82 a distance of 52 feet; thence run in a Northerly direction a distance of 100 feet to the point of beginning.

The 1st public hearing with the Planning and Zoning Commission will be held January 13, 2026, at 5:30 P.M. in the Courtroom of City Hall located on the first floor at 110 West Main Street, Starkville, Mississippi.

If recommended for approval or denial, the 2nd public hearing with the Mayor and Board of Aldermen will be held January 20, 2026 in the Courtroom of City Hall located on the first floor at 110 West Main Street, Starkville, Mississippi.

At the hearings, interested parties may appear and be heard with respect to this request. Copies of the request are available at City Hall in the Community Development Department and may be inspected by the public during normal business hours.

Daniel Havelin, City Planner
Lyle McCaskey, Assistant City Planner

If recommended for approval or denial, the 2nd public hearing with the Mayor and Board of Aldermen will be held November 18, 2025 in the Courtroom of City Hall located on the first floor at 110 West Main Street, Starkville, Mississippi.

At the hearings, interested parties may appear and be heard with respect to this request. Copies of the request are available at City Hall in the Community Development Department and may be inspected by the public during normal business hours.

Daniel Havelin, City Planner

Lyle McCaskey, Assistant City Planner



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of RZ 25-02 a request rezone 101 Dr. Martin Luther King Jr Drive West from T-5C to C.
Date: January 13, 2026

The purpose of this report is to provide information regarding a rezoning request by Waael Alsaedi on behalf of Under the Bleachers LLC to rezone 101 Dr. Martin Luther King Jr Drive West from T-5C to C with the parcel numbers 118P-00-148.00 and 118P-00-146.00. Please see attachments 1- 7.

REASON FOR AMENDMENT

Pursuant to Miss. Code Ann. § 17-1-17 and the Unified Development Code, the Official Zoning District Map may be amended only when one or more of the following conditions prevail:

- A. Error. There is an error in the Code and a need to correct the error.
- B. Change in conditions. A change in the neighborhood has occurred to such an extent as to justify the proposed rezoning and there is a public need for the proposed rezoning.

Per the application, the subject rezoning request is based on Change in Conditions. In the applicant's statement (Attachment 7), the applicant doesn't specifically state what change in condition or the public need for the requested rezoning. The applicant is proposing to reopen a convenience store with a gas station on the property, but due to the previous and current zoning designation, the use is not allowed.

In December of 2011, the subject property and surrounding areas was rezoned to T5. That zoning designation didn't allow for the use of "Convenience Store and Gas Station". It is unclear if a convenience store with a gas station was being operated at the time of the adoption of that ordinance. If it were being operated as a convenience store with a gas station, it would have been classified as a legal nonconforming use. Under the code at that time, the nonconforming use would have been discontinued once the use ceased for six months. Specifically, the use of the gas station ceasing.

In December of 2019, the subject property and surrounding area's zoning designation was changed from T5 to T5-C with the adoption of the Unified

Development Code (UDC). Per the Use Chart in Section 13.3 of the UDC, the use "Convenience Store and Gas Station" is not permitted in the T5-C zoning district. At the time of the adoption of the UDC, the property was no longer being used as a convenience store with a gas station. Section 3.17.2.d of the UDC states:

A legal nonconforming use, when discontinued or abandoned, shall not be resumed. Discontinuance or abandonment shall be defined as:

- 1. When land used for a legal nonconforming use ceases to be used in a genuine manner for thirty (30) days.*
- 2. When a building designed or arranged for a nonconforming use cease to be used in a genuine manner as a legal nonconforming use for a continuous period of three (3) months.*

The building designed and arranged to be a convenience store and gas station has not been used as such for more than 3 months. Therefore, is not permitted to be reestablished as a convenience store with a gas station.

After being informed of this issue, the applicant requests to rezone the property to C (Commercial) zoning district to allow for the reestablishment of a convenience store with a gas station. The C zoning district was established for "larger scale commercial uses, ranging from "big box" retail to smaller commercial buildings located along major commercial corridors." The majority of C zoned property is along Highway 12 and 25. The closest C zoned property is +/- 0.68 miles away directly to the south. The property to the north, east, and west is zoned T-5C. The property to the south is zoned T-5D.

Rezoning the subject property as requested would meet the definition of Spot Zoning which has consistently been considered illegal in Mississippi. According to *The New Illustrated Book of Development Definitions* by Harvey S. Moskowitz and Carl G. Lindbloom, Spot Zoning is defined as "Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the comprehensive zoning plan." Mississippi courts have repeatedly rejected rezonings that isolate a parcel for the primary benefit of a single landowner when the change is inconsistent with surrounding zoning patterns and the adopted comprehensive plan.

The Comprehensive Plan of 2016 that was updated in 2019, has the area shown as part of the "Urban Corridors" placetype. The development form for that place type is described as "Building fronting street, parking behind or below building, a connected street network with on-street parking, public spaces of various types (as applied to 182/MLK, it should be less urban due to existing patterns)." The areas along Highway 12 are shown as "Suburban Centers" and "Suburban Corridors". Suburban Centers have a development form that "Range from "big box" retail to smaller buildings, auto and pedestrian friendly, generous landscaping". Suburban Corridors have a development form that is "Auto-oriented form with low-rise buildings fronting parking lots, but softened with generous landscaping." The Urban Corridors placetype properties along Dr. Martin Luther King Jr Drive were zoned T-5C

in accordance with the 2016 Comprehensive Plan. Suburban Centers and Suburban Corridor placetypes along Highway 12 were zoned C (Commercial) in accordance with the 2016 Comprehensive Plan. Therefore, changing the zoning designation from T-5C to C would not be consistent with the 2016 Comprehensive Plan and would meet the definition of Spot Zoning.

In conclusion, the proposed use of "Convenience Store and Gas Station" has not been permitted for 14 years and has long since passed the reestablishment deadlines for that use. Change the zoning designation from T-5C to C would be easily considered Spot Zoning and is not supported by the adopted 2016 Comprehensive Plan. The applicant has not provided evidence that there has been a change in condition in the area with an unmet public need for an additional convenience store with a gas station. If this change in zoning designation were to be allowed, the integrity of the zoning district and the Comprehensive Plan could be substantially weakened.

NOTIFICATION

The request was noticed in accordance with Section 3.1.3.G of the Unified Development Code.

1. 13 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on December 17, 2025.
3. A sign was posted on the property in a conspicuous location.

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

CONDITIONS OF APPROVAL

The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of a Rezoning shall run with the land and shall be binding upon the applicants, their heirs, and/or successors. (Section 3.1.3.M).

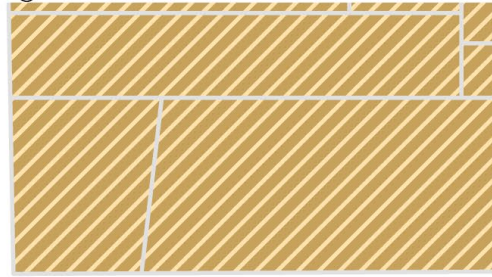
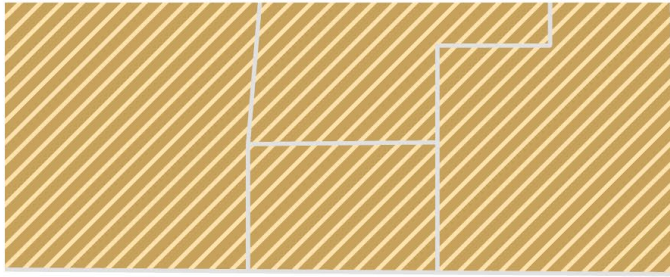
Attachment 1
RZ 25-02 Aerial



0 120 240 480 Feet

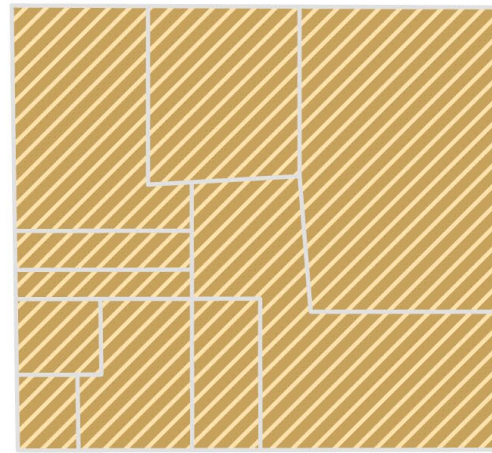
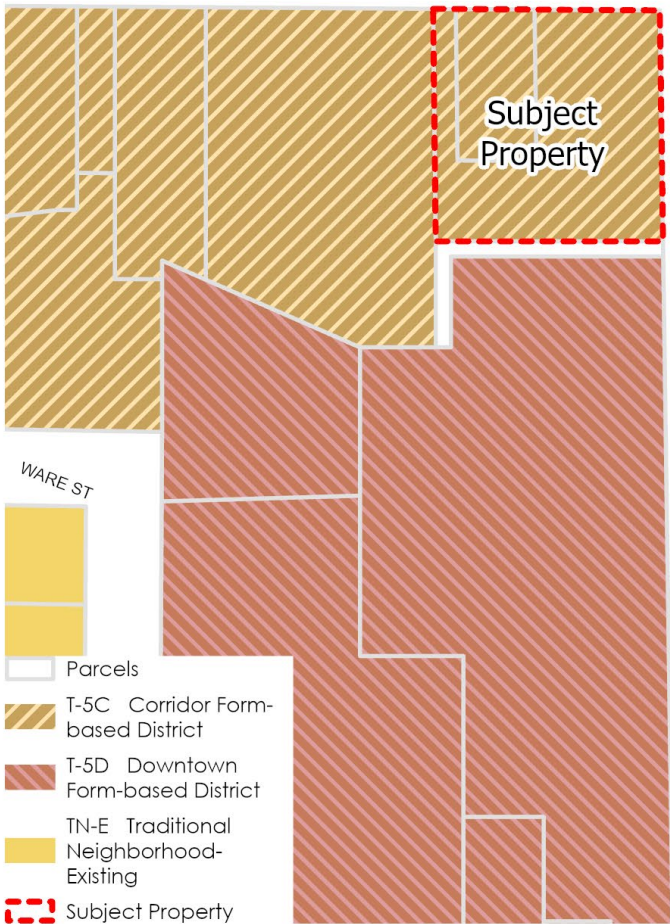


Attachment 2 RZ 25-02 Zoning

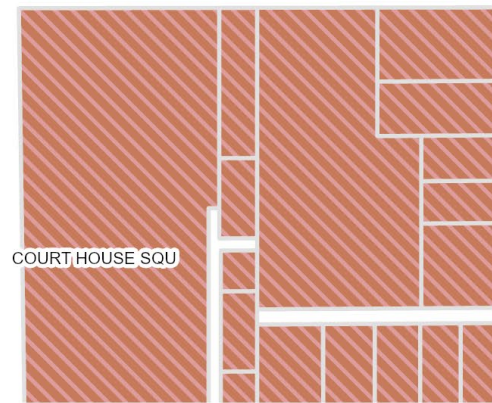


DR MARTIN
LUTHER KING
JR DR W

DR MARTIN
LUTHER KING
JR DR E

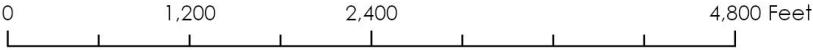
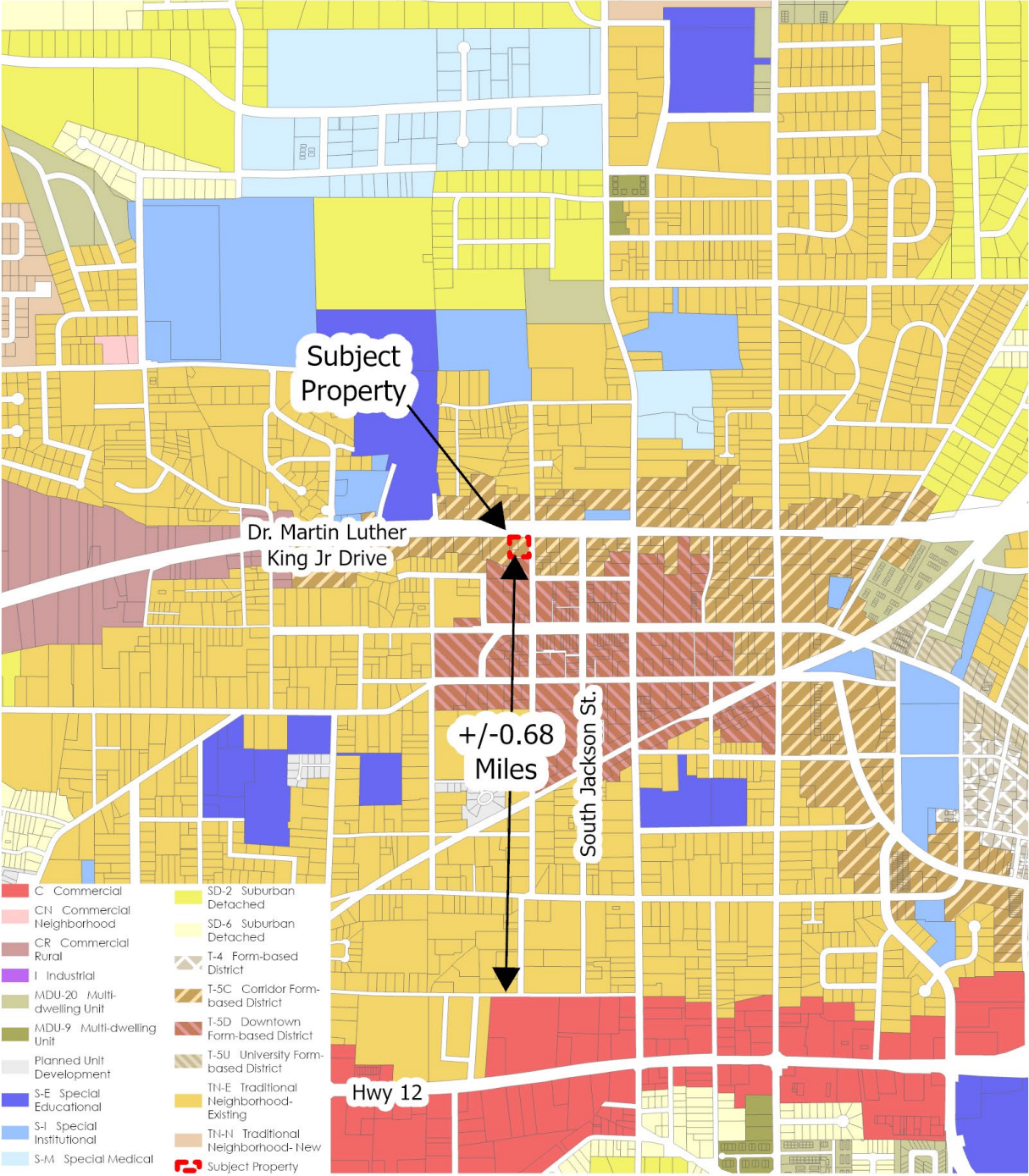


JEFFERSON ST



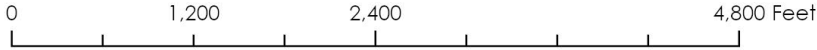
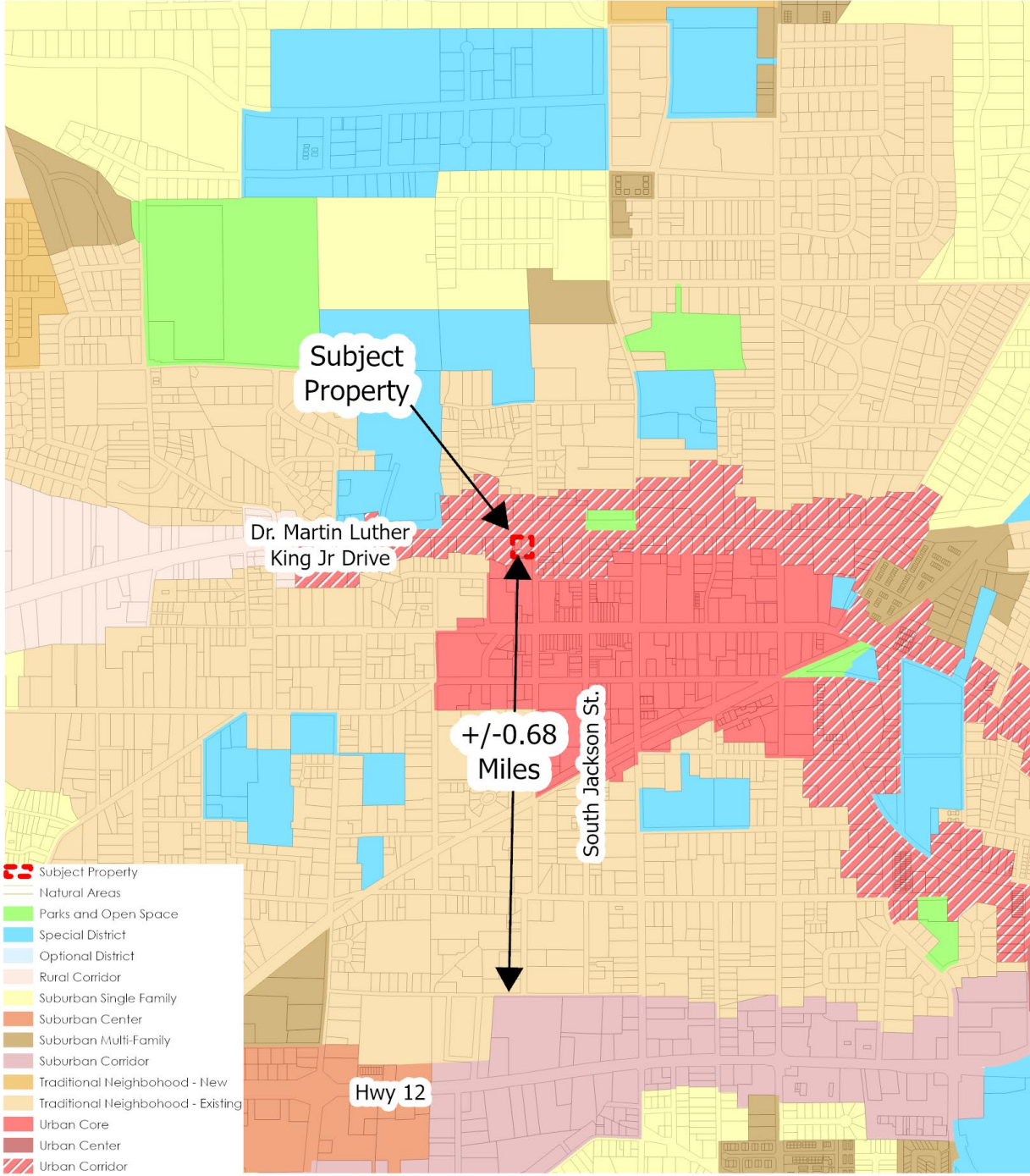
HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 3 Proximity to Other C Zoning Districts



HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 4 Placetypes in 2016 Comprehensive Plan

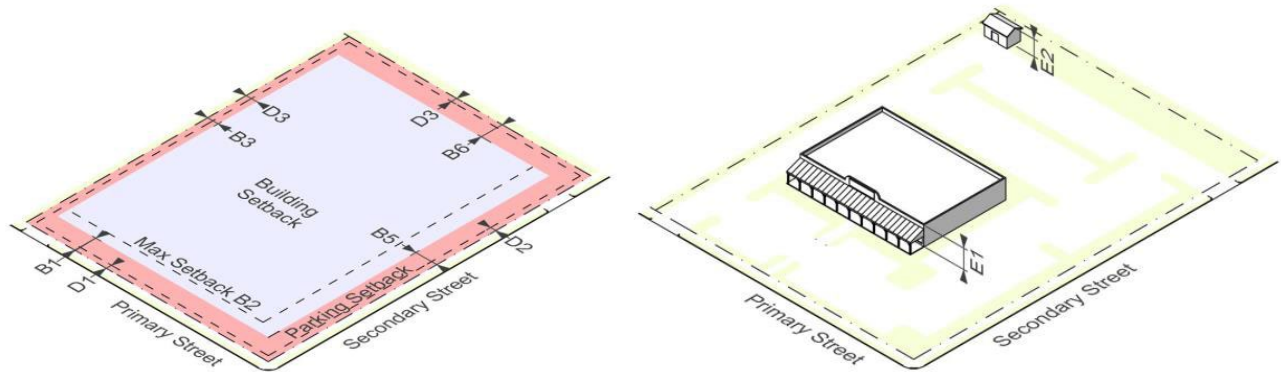


HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 5- Comparison between the allowed uses

Residential	C	T-5C
Dwelling, Detached	SE	--
Dwelling, Accessory Unit	--	--
Dwelling, Attached Duplex	--	--
Dwelling, Attached Triplex	--	SE
Dwelling, Townhouse/ Rowhouse	SE	--
Dwelling, Multiplex	A	--
Dwelling, Apartment	A	--
Dwelling, Manufactured and Modular Home	--	--
Home Occupations	A	A
Mixed-Use Building	A	P
Residential First Floor	SE	SE
Institutional	C	T-5C
Assisted Living Facility	P	--
Care Centers	A	--
Care Home	P	--
Cemetery	--	--
Community and Civic Associations	P	UE/SE
Convalescent, Rest, and Nursing Homes	P	--
Educational Facilities	SE	--
Fraternity and Sorority House	UE/SE	--
Group Care Home or Facility	UE/SE	--
Hospital	--	--
Life Care Communities	A	--
Municipal Buildings and Facilities	A	UE/SE
Parks, Open Space, and Greenways	P	P
Places of Worship	UE/SE	UE/SE
Public Buildings and Facilities	UE/SE	UE/SE
Commercial	C	T-5C
Adult Oriented Business	--	--
Animal Boarding Facilities	A	--
Animal Hospital, Clinic, or Grooming Facility	A	A
Banks and Financial Institutions	P	A
Bed and Breakfast Establishments	--	A
Car Title Loan, Payday Advance, or Loan Business	UE	--
Conference and Convention Center	P	UE/SE
Convenience Store and Gas Station	A	--
Convenience Store and Truck Stop	--	--
Eating & Drinking Establishments	A	A
Food Truck	A	A
Hotels, Motels, or Inns	P	P
Micro-Breweries and Small Batch Distilleries	UE/SE	UE/SE
Mini-Storage	SE	--

Mortuaries & Funeral Homes	A	--
Offices- Medical	P	A
Offices- Professional	P	P
Recreational and Entertainment:	P	A
Indoors-Commercial		
Recreational and Entertainment:	UE/SE	--
Outdoors-Commercial	SE	
Private Recreational Clubs or Facility	P	--
Recreational Vehicle Park	SE	--
Retail Sales and Services-	A	A
Retail Sales and Services-	A	UE/SE
with Outside Displays		SE
Studios - Art, Craft, Music,	A	A
Dance, and Fitness		
Theaters	P	A
Vehicle Repair and Maintenance	A	--
Industrial	C	T-5C
Airport	--	--
Heliport	--	--
Borrow Pit, Soil Fill Site, and Soil Storage Site	--	--
Landfill	--	--
Manufacturing and Industrial Heavy	--	--
Manufacturing and Industrial Light	UE/SE	--
Mining and Quarrying	--	--
Outdoor Storage	--	--
Research and Development Facilities	UE/SE	--
Salvage Yard	--	--
Trades and Skilled Services	--	--
Warehousing, Distribution, & Wholesale Services	--	--
Other	C	T-5C
Accessory Use or Structures (excluding dwellings)	A	A
or Structures		
Agriculture and Forestry	--	--
Firing Range	--	--
Parking Lots and Garages	SE	SE
Telecommunication Facilities	SE	SE
Temporary Uses	A	A
Portable Telecommunication Facilities	A	A
Special Event Facility	A	A
Small Cell Telecommunication Facilities	P	P

Section 7: Commercial Use Districts**7.2 Base Dimensional Standards**

Commercial Use	
A. Lot Dimensions	C
A1. Lot size (min)	*
A2. Lot width (min)	*
B. Building/Structure Setbacks	C
B1. Front setback min	20'
B2. Front setback max	N/A
B3. Side setback	10'
B4. Side setback adjacent to detached residential	50'
B5. Side setback corner lot	20'
B6. Rear setback	20'
B7. Rear setback adjacent to detached residential	50'
D. Parking Setbacks	C
D1. From primary street	5'
D2. From side street	5'
D3. From side and rear property line	5'
D4. From side and rear property line adjacent to detached residential	See buffer yard requirements
E. Height	C
E1. Principal building(s) (max)	50', 4 story
E2. Accessory structures(s) (max)	15', 1 story
F. Pedestrian Access	C
F1. Street-facing primary entrance along street	yes
F2. Sidewalk connection to street from each entrance	yes
*lots must be of a sufficient size to accommodate the proposed use and meet all subsequent development standards	
**see use chart and additional standards	

Section 5: Form-Based Districts

5.2 Base Dimensional Standards

Form-Based Districts	T-5C
A. Lot Width	
A1. Min	25'
B. Principal Building Setbacks	
B1. Principal front setback (min/max)	2/15'
B2 side setback adjacent to street (min/max)	2/15'
B3. side setback (min/max)	0/24'
B4. Rear setback (min)	3'
C. Secondary Building Setbacks	
C1. Front setback interior lot	5' behind rear wall of primary building
C2. Side setback adjacent to street (min/max)	2/15'
C3. Side setback (min)	0'
C4. Rear setback (min)	3'
D. Accessory Dwelling Unit and Accessory Structure Setbacks	
D1. Front setback interior lot	--
D2. Side setback adjacent to street (min/max)	--
D3. Side setback (min)	--
D4. Rear setback (min)	--
E. Parking Setbacks and Requirements	
E1. From primary street (min)	20' behind front wall of principal building(s)
E2. Side adjacent to side street (min)	10' unless a principal building and/or secondary building is adjacent to the street, then behind the front wall of any street fronting buildings.
E3. Masked from view from public by solid wall	yes
E4. Driveway width within setback (max)	24'
F. Height	
F1. Principal building in stories	4, 5 (■)
F2. Secondary building in stories	4, 5 (■)
F3. Accessory dwelling unit in stories	--
F4. Accessory structures in stories	1
G. Stories	
G1. Story height (min/max)	10/14'
G2. Commercial 1st floor (min/max)	11/25'
G3. Half story height (min/max)	--
H. Lot Coverage	
H1. Maximum lot coverage	90%
I. Lot Frontage Buildout	

I1. Percentage lot frontage buildout at front setback (min/max)	65/85%
I2. Percentage of frontage buildout at side setback corner lot (min/max)	65/85%
J. Building Width- Special Exception required to vary from maximum	
J1. Street facing building width (max)	90'
K. Transparency	
K1. 1st floor residential (min)	30%
K2. 1st floor commercial (min)	55%
K1. Upper floors (max)	50%
L. Orientation	
L1. Building(s)	Face primary frontage. Corner lots must face both frontages.
L2. Secondary building(s)	Face primary frontage or interior courtyard. Corner lots must face frontage
L3. Accessory dwelling unit	--
M. Secondary Building(s) Requirements	
M1. minimum lot depth for secondary buildings	100'
M2. The lot shall be of sufficient size to accommodate any proposed secondary structure without requiring a variance from development standards	yes
N. Ground Floor Elevation	
N1. 1st story residential (min/max)	16"/5'
N2. 1st story commercial (min/max)	0/2'
O. Pedestrian Access	
O1. Street-facing primary entrance along street	yes
■ =by Special Exception, -- = prohibited	
*=Minimum setback determined by Additional Setback Requirements for Public Frontage	
**=Story height may be reduced when upper floor is an open loft	

Attachment 7- Applicant Statement

Statement Regarding Reopening of Gas Station and Convenience Store

101 Martin Luther King Jr. Drive, Starkville, Mississippi

The gas station located at 101 Martin Luther King Jr. Drive has served the Starkville community for more than twenty years. This location has long been recognized by residents as a convenient and reliable site for fueling and local services.

In recent years, the surrounding area has seen substantial improvements, including new roadway infrastructure, curbing, landscaping, and other enhancements that have increased accessibility and overall community appeal. These improvements make the area particularly well suited for continued commercial use and neighborhood convenience.

The property has already undergone substantial refurbishing and interior renovations, and a pending contract with Sunoco will provide additional upgrades, including new light fixtures, a rebuilt canopy, new fuel dispensers, fresh concrete, and updated branding.

Given its long history as a gas station, rezoning the site is both appropriate and consistent with its established character. Public utilities, including water, sewer, electricity, and emergency services, are fully available to support operations. The ongoing 182 Revitalization Project is upgrading the roadway and landscape in front of the property, incorporating infrastructure improvements that align with our design, which fully complies with all applicable requirements.

Traffic flow has been carefully planned to prevent congestion or hazards. The site has two designated entrances and exits to ensure safe movement for vehicles and pedestrians. Fuelman fleet card payments will accommodate city department vehicles, and diesel service will meet the needs of local commercial and municipal vehicles.

Reopening this site as a modern gas station and convenience store would not only restore a longstanding service location but also contribute to local growth by providing fuel, essential goods, and quality food options to residents, workers, and travelers alike. The proposed addition of freshly prepared food items—such as NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, and a variety of breakfast offerings—would make the business a local destination in its own right. Similar to the way “chicken on a stick” has become an iconic and well-loved attraction in Oxford, this location has the potential to offer both convenience and a memorable local food experience.

By redeveloping this property, we aim to enhance visual appeal, support local economic activity, and improve community access to fueling and convenience services. The project will positively affect property values by replacing a deteriorated site with a modern, well-maintained facility. By renovating and beautifying this corner, we are helping improve the appearance and character of the surrounding properties, many of which are in poor condition, aligning with the city's goals for revitalization and economic development.

This project aligns with the City's broader objectives of promoting economic development, enhancing the quality of life for residents, and supporting small business investment within Starkville.



101 MS-182
Starkville, MS 39759

Sunoco Rezoning Project





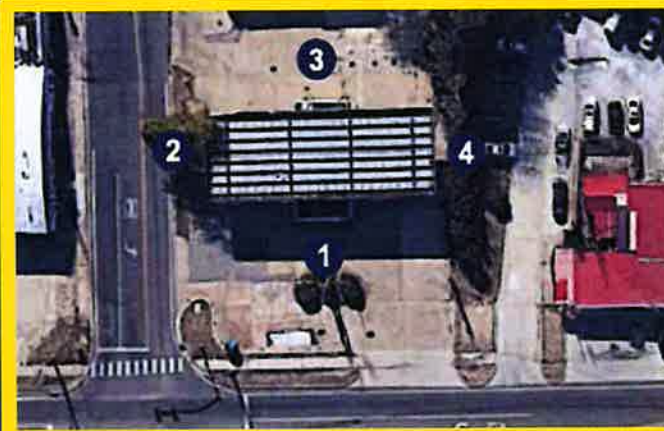
Ultra Image
Gas Canopy

Regular

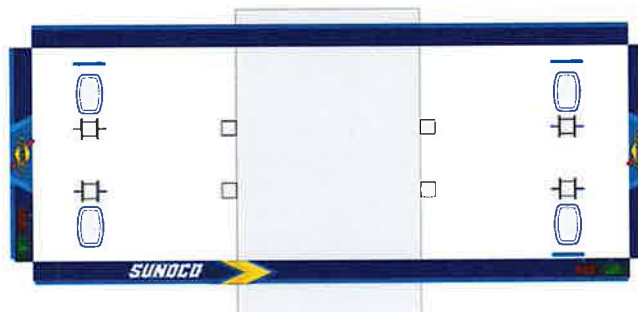
8.88⁹

Diesel

8.88⁹



Dr Douglas L. Conner Dr



MS 182



SUNOCO

Regular

8.88⁹

Diesel

8.88⁹



Under Canopy Imaging

Regular

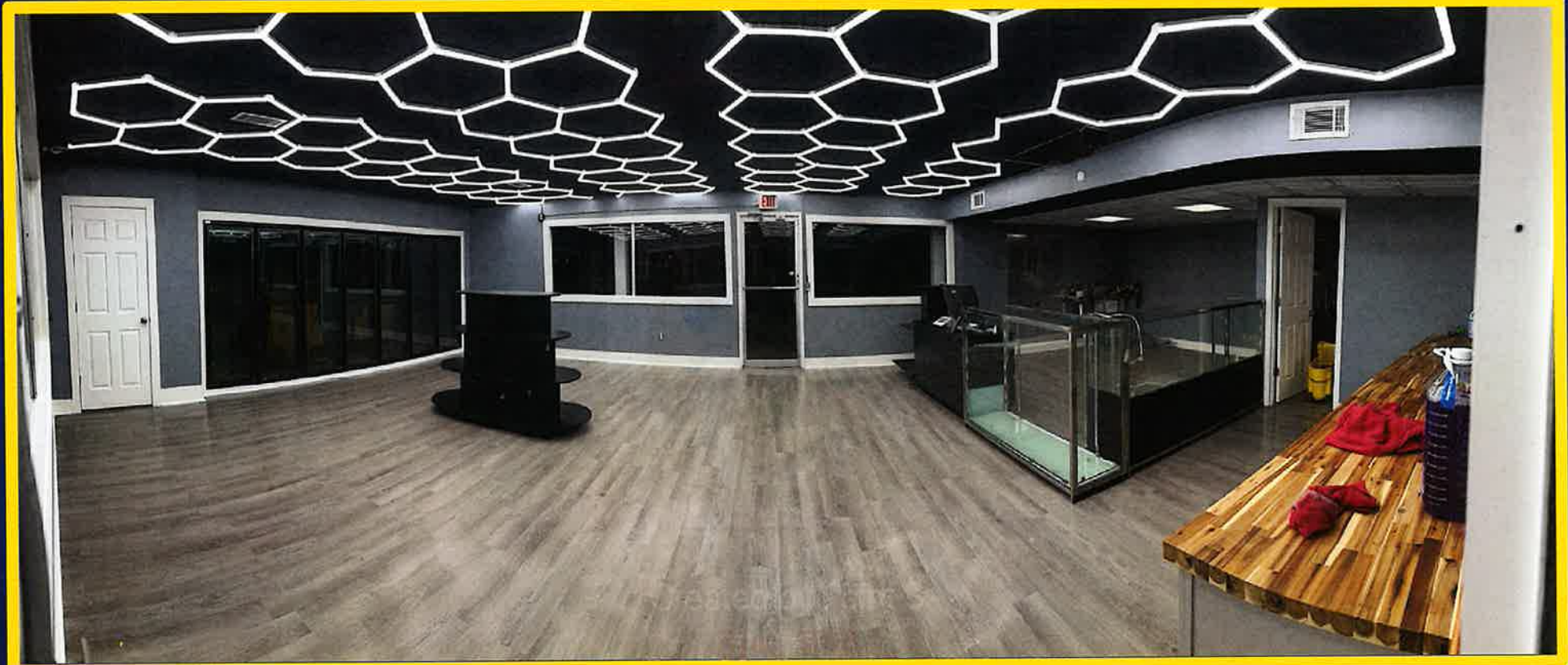
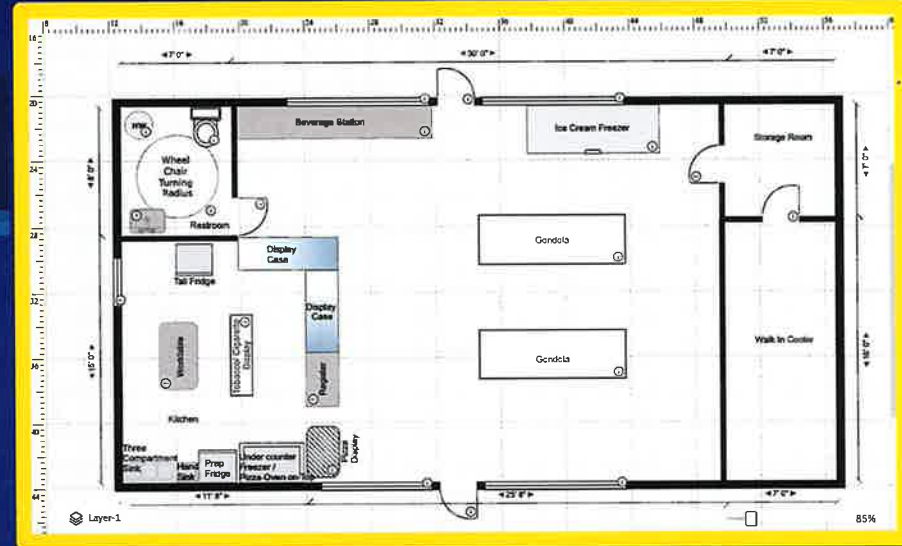


Diesel





Convenience Store Imaging





NYC Style Sabrett Hot Dogs

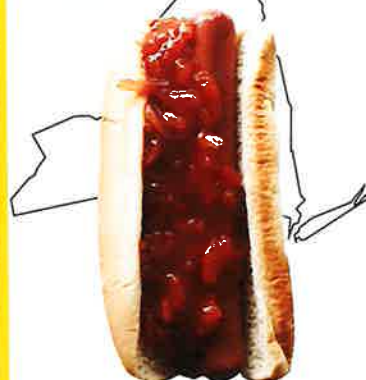


MISSISSIPPI



- PIMENTO CHEESE

NEW YORK



- PUSHCART SAUCE

ILLINOIS



- CHICAGO DOG



Boar's Head Sandwiches

Boar's Head

SINCE 1905





Breakfast & More Lunch Options

Affordable Coffee Options



Hot Breakfast

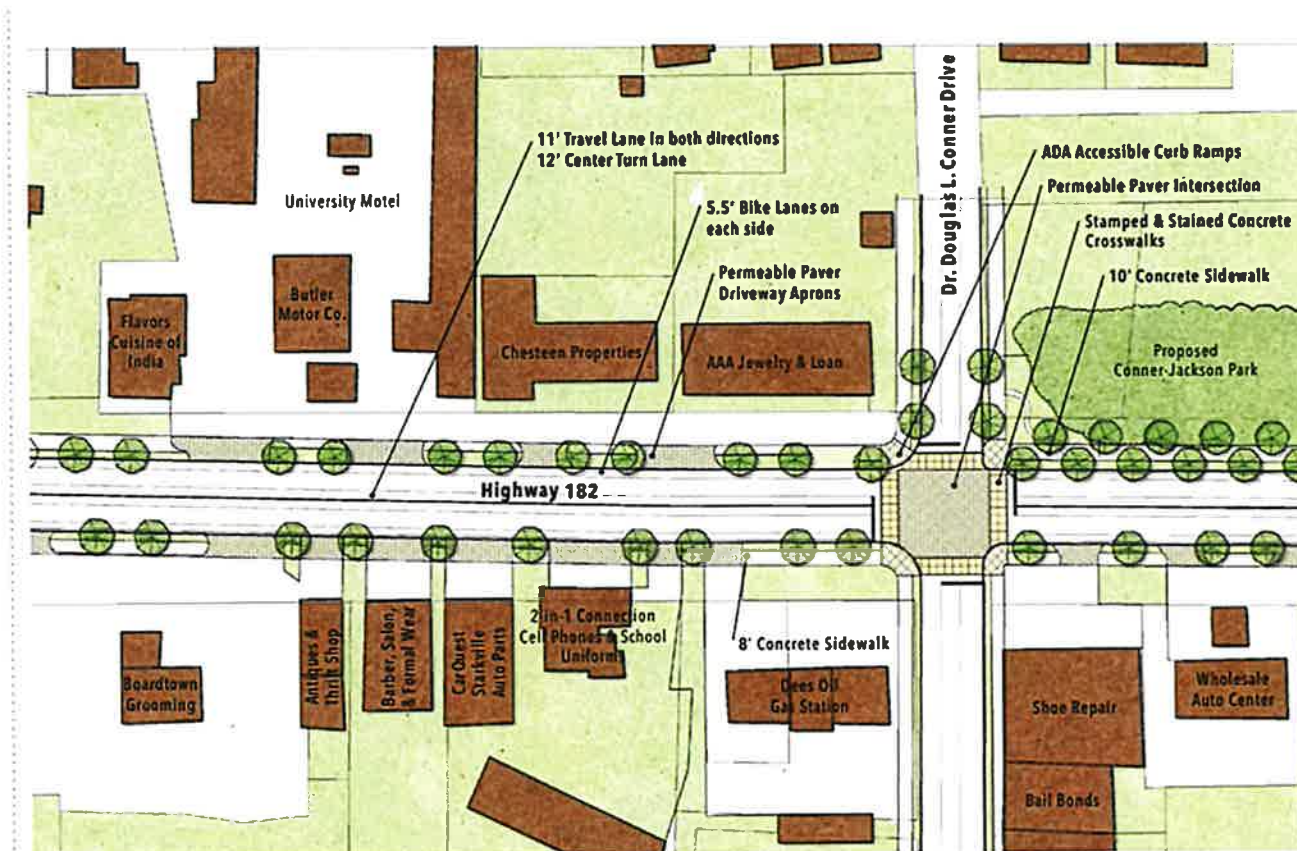
Personal Pizzas





APPENDIX

Highway 182 Green Infrastructure Master Plan - Sheet 3



MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

ANNUAL SPILL BUCKET INTEGRITY TESTING

- > This form may be utilized to document integrity testing of spill containment buckets.
 > Testing of all spill buckets is required at installation and at least once every 12 months thereafter.
 > In the absence of an approved 3rd party test procedure or manufacturer's recommended practice, the test method outlined below in the "MDEQ Hydrostatic Test Procedure" section may be utilized.

Date of Test

11-25-2024

UST Facility			Person Conducting Test	
Facility Name Sunrise Express	MDEQ Facility ID # 1566	Tester's Name Dylan Lopez		
Physical Address 101 Dr DL Conner Dr		Company Durand's Testing Service		
City Starkville	County MS	State MS	MDEQ Certification # THB 4796	Expiration Date 7/20/25
UST Owner Sunrise Express			Tester's Signature 	Date 11-25-2024

Spill Bucket Testing

Reason for Test	☐ New Installation ☒ Existing Installation (annual test) ☐ Release Investigation			
Construction	☒ Single-Walled ☐ Double-Walled ☐ Spill Bucket Liner ☐ Unknown			
Type of Test	☒ Hydrostatic (Complete "Test Data" table below)			
	☐ Vacuum (Attach test equipment manufacturer's data sheet/test protocol to this form)			
	☐ Other (Specify)			

MDEQ Hydrostatic Test Procedure

- Clean out and properly dispose of all debris, soil and/or fluids from the spill bucket.
- Visually examine to ensure there are no cracks, holes, or broken seals and the fill cap seals properly.
Note: If the fill cap does not seal – Remove adapter and drop tube and seal tank fill riser with a plumbers plug.
- Fill with water to within 1 ½ inches of top and let stand 5 minutes to allow water to reach ambient temperature.
- After 5 minutes has elapsed, document the initial water level measurement as measured from the bottom of the spill bucket to the nearest 1/16th inch.
- Leave the spill bucket undisturbed for at least one hour then compare the starting fluid level to the ending level.
Note: For accuracy, the location where both the initial and final fluid levels are measured should be the same.
- If the fluid level is the same or it has changed by 1/8th inch or less the spill bucket passes the test.
- If the fluid level is different by more than 1/8th inch, the spill bucket fails the test.
Note: A leak less than 1/8th of an inch is still critical if the tank is using vapor monitoring as their method of leak detection. For tests performed as part of a release investigation, fluid level readings should be taken very carefully.
- Properly dispose of all test fluids at the conclusion of testing.

Note: MDEQ certification as a UST installer is required to install spill containment devices.

Test Data for the Year					2024
Tank ID (product stored)	Unleaded 1	Unleaded 2	Super	Diesel	
Area of Spill Bucket Tested	☒ Single-Walled	☒ Single-Walled	☒ Single-Walled	☒ Single-Walled	☐ Single-Walled
	☐ Double-Walled	☐ Double-Walled	☐ Double-Walled	☐ Double-Walled	☐ Double-Walled
Test Start Time	11:00	11:00	11:00	11:00	
Test End Time	12:00	12:00	12:00	12:00	
Test Beginning Level	12"	12"	15"	13"	
Test Ending Level	12"	12"	15"	13"	
Test Result (Pass/Fail)	Pass	Pass	Pass	Pass	
Vacuum Test – Gauge Range	Gauge Units		☐ in WC ☐ Other: _____		

Comments:



DURAND'S TESTING SERVICE, INC.
1116 LA FRENIERE RD.
SAINT MARTINVILLE, LA 70582

CERTIFICATE OF PRECISION LEAK TEST

DATE:
11-25-2024

LOCATION:
Sunrise Express
101 Dr DL Conner Dr
Starkville, MS 39759

<u>TANKS</u>	<u>PRODUCT</u>	<u>PASS/FAIL</u>	<u>LINES</u>	<u>PRODUCT</u>	<u>PASS/FAIL</u>
1	Unlead 1				
2	Unlead 2	Pass			
3	Super	Pass			
4	Diesel	Pass			

LEAK DET. PRODUCT PASS/FAIL

SHEAR VALVE INSPECTION
YES/NO: No

* Unlead 2 test
inconclusive - drop tube
could not be reomved *

TECHNICIAN: Dylan Lopez
CERTIFICATION # 91-5482
TECHNICIAN SIGNATURE: 

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

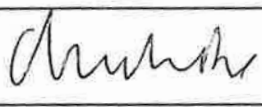
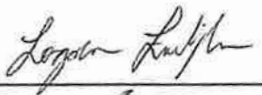
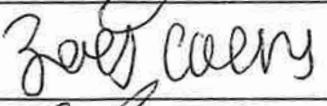
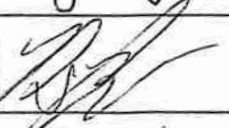
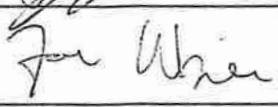
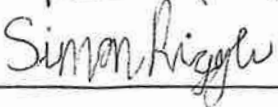
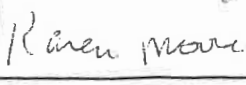
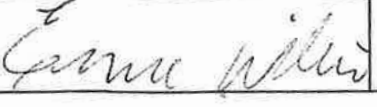
Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
11/11/24	Christina Rook		5th Parker St
1/11/26	Logan Littlejohn		Starkville
1/11/26	Eric Duly		Plum Rd Starkville
11/12/26	ZOEY COLLINS		1212 Louisville Street APT 42
11-12-26	Robert Bowyer		672 Waterworld Starkville MS 39759
1/12/26	Zoe Weigel		1300 Old Hwy 12 Starkville, MS 39759
1/12/26	Christina Rook		100 West Williamsburg Starkville
1/12/26	Simon Riggle		441 Mallory Lane, Starkville
1/12/26	Karen Moore Karen Moore		117 Deer Court, Starkville
			158 Horsley Lane Starkville MS

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD, CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
	Annie Atkinson	Ann	1308 Longview Rd Starkville
	Riley Lancaster	Riley S	106 Scenic Pass
	Marvella Eller	19E Marvella Eller	106 Scenic Pass
	Sara Eubank	SE Sara Eubank	106 Scenic Pass
	LoSen Barker	LB LoSen Barker	106 Scenic Pass
	Marsha Harris	Marsha Harris	1010 North Montgomery St B
	Amber Parnell	Amber Parnell	155 Teagarden Lane
	Angelia Turner	Angelia Turner	155 Teagarden Ln
	Cameron Seymour	Cameron Seymour	22 woodland spur Starkville MS
	Haley Bell	Haley Bell	52 Valley Street Starkville MS

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
	Anna Dean	Anna Dean	99 DAWG DR
	COLTON HITCHCOCK	Colton Hitchcock	25 OVERVIEW RD
	Chris Holmes	Chris Holmes	68 Village Loop
	Raine Dawson	Raine Dawson	1010 N Montgomery St
	Eric Getz	Eric Getz	4420 Blackjack Rd
	Ellen Veasley	Ellen Veasley	103 Whispering Pines
	David Morgan	David Morgan	154 Saxonie Pass
	Le'Keithrick Hardy	Le'Keithrick Hardy	716 Mayhew Dr
	Taylor Maycock	Taylor Maycock	944 Rachel Turner Dr
	Bailey Aaron	Bailey Aaron	1423 Old West Point Rd

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

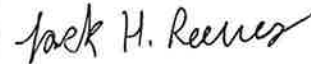
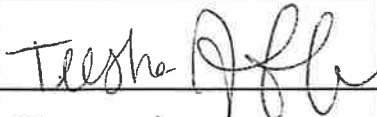
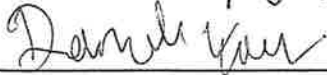
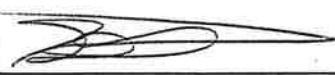
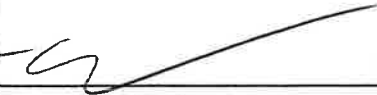
Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
12/9	Cassandra Hinkley		76 Maengder St.
12/9/25	Jack H. Reeves		3451 Blackjack Rd.
12/9	Stephanie Carter		103 mckee st
12/9	Teesha Jefferson		101 JACKSON ST
12/9	Daniel Hoony		1301 Louisville St
12/9	Denean Lewis		703 Cypress Rd
12/9	Charles Lee		307 SCARLES ST
12/9	Joseph Case		2101 Douglas McArthur
12/9	Isabel Marble		525 Whitfield St.
12/9	Alisha Thomas		2407 Maple Dr.

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

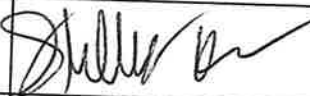
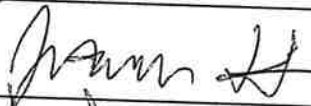
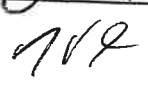
Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
12/9/25	Shelley Kilgore		134 Jusey Ave.
12/9/25	Justin Gordon		2708 Redbud Dr
12/9/25	Rebecca Gregg		704 Pontchartr Dr
12/18	Affay Givens	Affay Givens	1633 Rockhill Rd
12/9/25	Wanda Grubb	Wanda Grubb	13 Star Avenue
12/9/25	Daniel Melton		136 Cooper Ln.
12/9/25	Linda Turner		136 Cooper Ln.
12/9/25	Rachel Barnes	Rachel Barnes	2601 Persimmon Dr
12/9/25	Whitney Petersen		2303 Douglas McArthur Dr
12/9/25	JASPER VIRGIL		520 SPRUCE LN

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

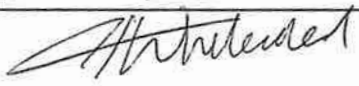
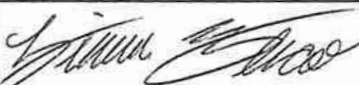
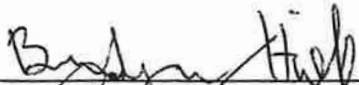
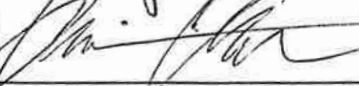
Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
12/10	Hailey Whitehead		75 Hurst Ln.
12/10	Gianna Blanco		75 Hurst Ln.
12/10	Jacdie Childs		75 Hurst Ln.
12/10	Temiko Davis		2010 Harris Road
	Jerry Lee	JWL	245 Falkin Rd
12/15	Eric Grocer		233 Hurst Rd
12/16	LaQuincy Harris		369 Teagarden Ln.
12/17	Kylee Mchee	Kem	207 Crockett St
12/17	Brendalyn Hill		103 Harlem St
12/17	Debra Williams		732 Andrew Rd.

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
12/10/25	Michael Jordan	Michael Jordan	206 Ware Street Starkville MS, 39759
12/10/25	Michael Jordan	Michael Jordan	
12/10/25	Jarius Jordan	Jarius Jordan	
12/10/25	Carol Jordan	Carol Jordan	
12/10/25	Alonzo Hampton	Alonzo Hampton	206 Ware Street Starkville MS 39759
12/10/25	Pat Hines	Pat Hines	Starkville, MS.
12/10/25	Shannon Ward	Shannon Ward	369 Blue Drive Starkville, MS
12/10/25	Zariah Brown	Zariah Brown	708 Cotton wood Dr.
12/10/25	Diane Barnett	Diane Barnett	118 N. Montgomery St
12/10/25	Angel Shepard	Angel Shepard	235 S Lafayette St #4 Starkville MS 39759

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

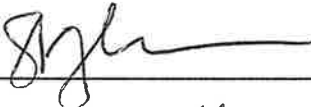
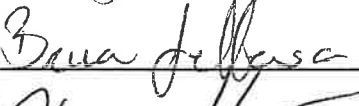
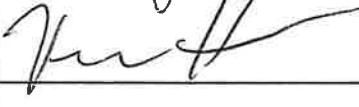
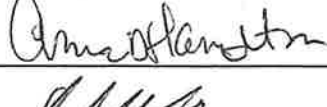
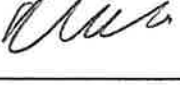
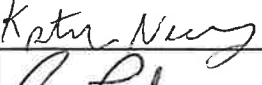
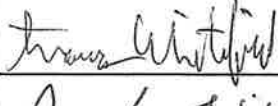
Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
12/10/25	Sarah Cagle		438 Nicklaus Ln #10
12/10/25	Bruce Jefferson		143 Chateau Ln. Starkville, MS, 39759
12/10/25	Veronica Hudson		1329 Babylon Rd
12/10/25	Darryl Page		14 Peoples Street
12/10/25	Anna D. Hamilton		713 Sassafras Dr. Starkville
12/10/25	Akam Monroe		227 Clements Ave Starkville, MS
12/10/25	Kathy Neely		2601 Persimmon Dr Starkville ms.
12/10/25	Brian Pieralisi		104 Forest Hill Dr. Starkville, MS
12/10/25	Thomas Whitfield		940 W 12th St Starkville MS
12/10/25	Quinton L Williams		109 Curtis Street

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
12/12	Jimmy Smith	Jimmy Smith	200 Yates Street Apt B Starkville MS 39759
12/12	Carol Jordan	Carol Jordan	984 W. Reed Road Starkville MS 39759
12/12	Gary Bear	Gary Bear	4639 Self-Creek Rd, Starkville, MS 39759
12/12	Tawanna Bell Bear	Tawanna Bell Bear	4639 Self-Creek Rd, Starkville, MS 39759
12/12	Twala Grubbs	Twala Grubbs	1000 10 USville Street 10 + 217 Starkville MS 39759
12/12	Petro Jordan	Petro Jordan	1463 PinCrest Rd Starkville MS 39759
12/12	Natasha Jordan	Natasha Jordan	1463 PinCrest Rd Starkville MS 39759
12/13	Theresa Baker	Theresa Baker	135 Sand Rd Apt 45 Starkville MS 39759
12/13	Mary Baker	Mary Baker	135 Sand Rd Apt 17 Starkville MS 39759
12/13	Theresa Grayer	Theresa Grayer	Theresa Grayer 135 Sand Rd Apt 31 Starkville MS 39759

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

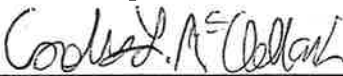
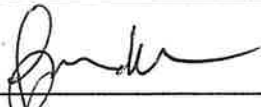
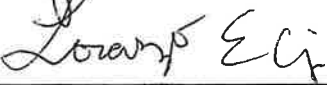
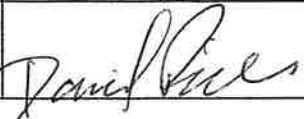
Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
12/12/13	ZACHARY MCCABRELL		109 GLADNEY ST. S.
12/12/13	Lakayla Ware		303 Santa Anita DR
12/12/13	Jonathan Totten		35 Jarnigan Street
12/12	Peggy Stallings		2196 Pike Rd Starkville
12/12	Cody McDaniel		216 Bell Oaks Drive
12/13	Paris Gaines		125 Curtis St.
12/13	Noah Abrams		110 W wood St
12/13	James Muse		2700 Maple dr
12/13	LORENZO E. AJ.		120 WEST DR. # 302
12/13	Daniel Pickle		2009 Maple Dr Starkville

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

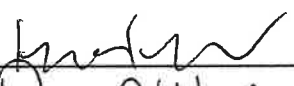
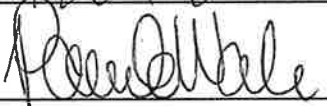
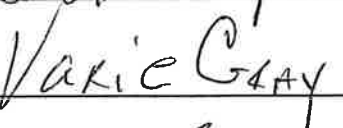
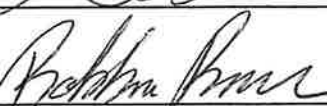
Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
12/13	Henri Uain		2216 Plum Rd.
12/13	Pamela Walker		2216 Plum Road
12/13	Alexis Turner		102 Logan dr #A
12/13	Sheketha Keys		114 Curtis Street
12/13	Varie Gray		227 Greenwood St.
12/14	Brandon Carmichael		305 Walnut Rd.
1/16	Stephanie Carter		703 McKee St.
1/16	Dustin Carter		704 McKee St.
1/16	Hobbie Bramme		411 Scales St
1/16	Staci Bramme		411 Scales St

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

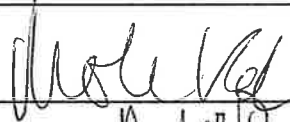
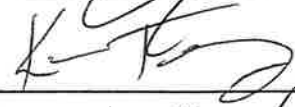
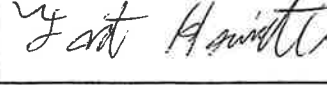
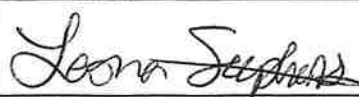
Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
12/10	Ricel Rader		25 Lakes Blvd
12/10	Amber Pannell	Amber Pannell	155 teargarden lane
12/10	Ans Hill		2100 Plum Road Starkville, MS
12/10	Alex weldon		529 Avenue of Portraits St
12/10	Grace Germaine		400 E Gillespie St Starkville MS
12/10	GARY DAVIS		15194 Hwy 182 EAST -
12/10	Will Barefield		81 Lynn Odum Road
12/10	Kevin Towery		124 Josey Ave Starkville, MS
12/10	Foster Hamilton		705 University Drive Starkville, MS
12/10	Leona Stephens		884 PD Fulgham Starkville, MS 39759

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
1-10-25	OC James	Ossie James	Starkville 604 Whitefield
12/10	[Signature]	[Signature]	[Address]
12/10	James Tull	[Signature]	307 Park Circle N Starkville MS
12/10	Missalmon	[Signature]	105 Dogwood Dr
12/10	Shelly McBride	Shelly McBride	305 Everglade Starkville
12/10	[Signature]	Terry Bell	412 McKee St
12/10	[Signature]	Oliver Rosh Jr	67 Starkville
12/10	Mckaylan Gray	Mckaylan Gray	2113 Persimmon Dr. Starkville, MS 39759
12/10	Mason McClain	Natasha McClain	108 Old West Point Rd
12/10	Sharon Tabb	[Signature]	320 West Union Rd

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
12/17	Kamondre McDonald	Kamondre McDonald	25 Sherrill St.
12/17	Earnest Glass	Earnest Glass	104 Hemlock Dr
12/17	Rodney Kennedy	Rodney Kennedy	116 Endothera Rd.
12/17	Maurice Lacey	Maurice Lacey	126 Plum Rd.
12/17	Brian Barrell	Brian Barrell	1808 Douglas McArthur
1/6	Patricia Kilgore	Patricia Kilgore	56 Winchester Rd.
1/7	Teresa Williamson	Teresa Williamson	301 Critz St.
1-7	O.C. James	O.C. James	604 Whitfield St
1-7	Joe Neal	Joe Neal	109 East Court St
1-10	Jesse M. Carver	Jesse M. Carver	1258 Sandpiper Dr.

PETITION IN SUPPORT OF REZONING

FOR GAS STATION & HOT FOOD CONVENIENCE STORE IN STARKVILLE, MISSISSIPPI

Property: 101 Dr Martin Luther King Jr Dr W Starkville, MS 39759

Parcel Number: 118P-00-148.00 and 118P-00-146.00

Proposed Rezoning: From T-5C to C

Description of Request

We, the undersigned, support the rezoning of the above property to allow the development of a modern gas station and convenience store offering NYC-style hot dogs, personal pizzas, Boar's Head sandwiches, snacks, beverages, and other essential items. This project represents a positive investment in Starkville and will help beautify and uplift the surrounding area through improved appearance, updated landscaping, and a clean, safe, modern commercial site.

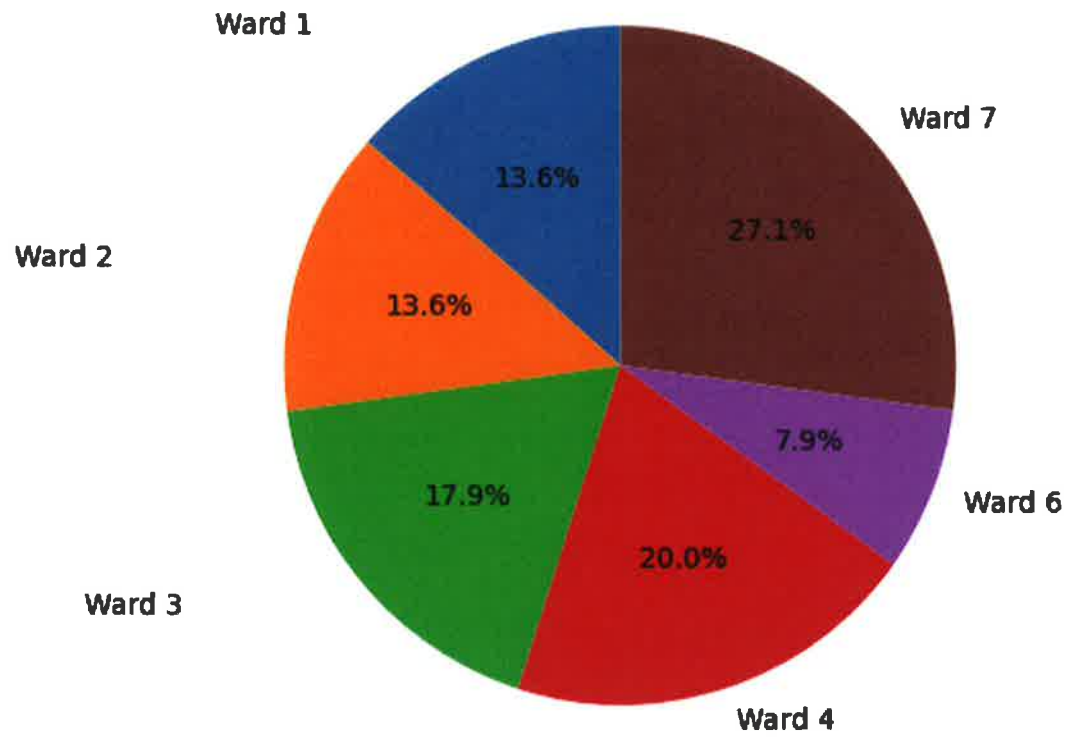
It will also create local jobs, increase tax revenue for Starkville, and provide needed services for nearby residents and travelers.

By signing below, we express our support for this rezoning request.

SIGNATURES

Date	Printed Name	Signature	Address
12/10	Renea Graham	Renea Graham	193 Murdoch LN Starkville ms 39759
12/10	Lakesha Obrant	Lakesha Obrant	117 Longan drive Starkville ms 39759
12/10	Shelyia Perry	Shelyia Perry	Alpine dr Starkville ms
01/11	Jessica Shields	Jessica Shields	519 Keel Rd
01/11	Chris Carter	Chris Carter	519 Keel Rd
01/11	Jasmine Bennett		
01/11	John Rogers	John Rogers	305 Northside Dr. Starkville
01/11	Anthony Bell		23 1/2 Lindberg Ln BLK D
1/11	Kathleen O'Neal	Kathleen O'Neal	109 Alpine Dr Starkville, MS 39759
1/11	Jerome Stark	Jerome Stark	391 Walker bull road Starkville MS 39759

Ward Representation of Collected Addresses



*Ward assignments are approximate and based on proximity to city ward boundaries.

↑
PUMPS / STORE

-PLANTS-

BOL	AMOUNT	NAME	CONTAINER SIZE
3	3	PRINCE HEATH CUSCORA	#7
15	15	'CARISSA' HOLLY	#3
41	41	'TOUCH OF GOLD' HOLLY	#3
25	25	'PRINCE EDWARD' LORNBATHUM	#3
1	7.5 CUBIC YARDS	8" DETER. GARDEN PINEBARK MULCH	BULK

✓ LIGHT POST

1960's FORD MUSTANG
(76 GAS & GRILL ORANGE)
FOR SIZE REFERENCE

1/8" THICK X 4" TALL: CUSTOM FULLY WELDED
METAL BED EDGE 1 x CONTINUOUS 90' LENGTH

REMOVE CONCRETE RISER

EXISTING DRAIN

TAN FLAT HANDLAID RIVER ROCK
DRAIN FIELD/BASIN

EXISTING GRASS

DRIVEWAY/
ENTRANCE

HWY 12

3 x BED ZONES
4 x TURF ZONES

MAIN LINE 1.5"

UNKNOWN
P.O.C.

UNKNOWN
CONTROLLER

7 x 6' RADUS V.A.N.
R.B. 1800 12"

5 x 6' RADUS 360°
R.B. 1800 12" w/10" RISER

PROPOSED BED
PERIMETER

18 x 10' RADUS V.A.N.
R.B. 1800 6"
@ 180°~

ALL TURF W/ 23X

R.B. 5000 3.0 ESTIMATES
@ 35 PSI & 20 GPM

Mississippi 12 W



- EXAMPLE OF PROPOSED 'DRY CREEK SWALE'
- I'M SUGGESTING THIS OFF THE CORNER OF THE EXISTING BED AS THE GRASS IS SOAKING WET & LOOKS UNDESIRABLE @ THE DRAIN INLET
- SOIL IS CUT DOWN TO DEPRESSED AT GRADE W/ DRAIN - (HELPS SHED WATER FASTER) & COMPACTED TO PREVENT FURTHER SETTLING, WASHING AWAY
- ↳ FABRIC IS LAID TO PREVENT STONES FROM SINKING INTO SOIL WHEN WET



- 'ORANGE' BEARDED IRIS
- SPEC'D BECAUSE THEY WILL GROW VERY WELL IN DAMP SOIL SUCH AS AROUND THE DRAIN
- AND THEY BLOOM A BEAUTIFUL '76 ORANGE' MOST OF THE SPRING.
- EVERGREEN *



- 'BRONZE BEAUTY' CLEYERA
- VISUAL INTEREST W/ "WAXY" LEAVES
- VERY HARDY
- EVERGREEN *



- 'CARISSA' HOLLY
- DWARF
- ADDS INTERESTING & VARIETY OF TEXTURE
- VISUAL 'POCKETS' OF BRIGHT GREEN
- EVERGREEN *



- 'TOUCH OF GOLD' HOLLY
- VERY BRIGHT, CHEERFUL "POP" OF YELLOW COLOR
- DWARF VARIETY
- PROVIDES EXCELLENT CONTRAST
- EVERGREEN *



- 'PURPLE DIAMOND' LOROPETALUM
- STARKVILLE'S FAVORITE SHRUB - BECAUSE OF THE MAROON-ISH COLOR OF THE FOLIAGE + BLOOMS
- THE QUICKEST WAY INTO THE HEARTS OF STARKVILLE'S BOARD OF ALDERMEN IS THROUGH A NICE HEDGING OF THESE
- EVERGREEN *

PUBLIC HEARING AND CONSIDERATION OF SE 25-09 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A PLACE OF WORSHIP AT 208 INDUSTRIAL PARK ROAD WITHIN A I (INDUSTRIAL) ZONING DISTRICT.

Community Planner Daniel Havelin presented SE 25-09 a request for Special Exception to allow for a Place of Worship at 208 Industrial Park Road within a I (Industrial) zoning district. This is a Special Exception request by The Orchard Church to allow for a “Place of Worship” located at 208 Industrial Park Rd in a I (Industrial) zoning district with the property #103L-00-002.00. The applicant is seeking a Special Exception to locate The Orchard Church at 208 Industrial Park Rd. The Use Chart in Section 13.3 of the Unified Development Code requires a Use Exception or a Special Exception for “Place of Worship” in a I (Industrial) zoning district. The proposed use does require the construction of a new building or major modification to an existing building or site. Therefore, the request will be reviewed as a Special Exception. Section 3.4 of the Unified Development Code also requires that the Special Exception meet the additional standards for that use.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 4 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on December 17, 2025.
3. A sign was posted on the property in a conspicuous location.

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

At the January 13, 2026, Planning and Zoning Commission Meeting, the Commission voted unanimously to recommend approval of the request.

Ben Beavers, site director of the Orchard Church, commented in support of the request.

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

Alderman Vaughn, duly seconded by Alderman Pochop, offered a motion to approve
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.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of SE 25-09 a request for Special Exception to allow for a Place of Worship at 208 Industrial Park Road within a I (Industrial) zoning district.
Date: January 13, 2026

The purpose of this report is to provide information regarding a Special Exception request by The Orchard Church to allow for a "Place of Worship" located at 208 Industrial Park Rd in a I (Industrial) zoning district with the property #103L-00-002.00. Please see attachments 1-3.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to locate The Orchard Church at 208 Industrial Park Rd. The Use Chart in Section 13.3 of the Unified Development Code requires a Use Exception or a Special Exception for "Place of Worship" in a I (Industrial) zoning district. The proposed use does require the construction of a new building or major modification to an existing building or site. Therefore, the request will be reviewed as a Special Exception. Section 3.4 of the Unified Development Code also requires that the Special Exception meet the additional standards for that use.

USE STANDARDS

13.6.14 Places of Worship

- A. Definition: A facility principally used for people to gather together for public worship, religious training, or other religious activities.
- B. Parking:
 - 1. In form-based districts no parking minimums are established. In all other zoning districts, one (1) parking space is required for each four (4) seats in the main assembly room.
 - 2. See zoning district base dimensional standards for parking location and setback requirements.
- C. Loading:
 - 1. A loading space may be required by the City Planner.
 - 2. Loading docks shall not be visible from the street.
 - 3. Trucks delivering materials to and from the premises shall not be permitted to unload on the right-of-way unless in a T-5D, T-5C, and T-5U zoning districts. Deliveries shall be scheduled to not interfere with peak traffic times.
- D. Additional Standards:
 - 1. The structure height limitations of these regulations shall not apply to church spires, belfries, or cupolas.
 - 2. One (1) detached dwelling unit for the housing of the pastor or similar leader of the church and their family will be considered customary and incidental as a part of this use shall be permitted.

3. Newly constructed places of assembly seating more than six hundred (600) people must have direct vehicular access to a major vehicular thoroughfare as determined by the City Engineer.
4. A residential monastery or convent or similar communal residential religious facility may be allowed as an accessory use to places of worship by special exception.
5. Accessory uses such as administrative offices, bookstores, community centers, multi-purpose facilities, outdoor recreational facilities, and care centers on the same site or sites contiguous to the principal use shall be permitted as follows:
 - a. Similar uses on non-contiguous sites or on a site separated from the principal use by a public street shall be considered principal uses in their own right and will be regulated as such.
 - b. No merchandise or merchandise display shall be visible from outside a building.
 - c. Business or identification signs pertaining to an accessory use shall be limited to one (1) sign and the total square footage must not exceed two (2) square feet.
 - d. Television stations, radio stations, printing presses, and sports complexes shall only be permitted as accessory uses if such uses are also permitted as principal uses in the zoning district in which they are located.
6. For any special exception and/or use exception to allow for a place of worship in a C, CR, O-C, O-TND, TN-N, TN-E, T-5D, T-5C, and T-5U zoning District with an allowed commercial use, a waiver from the minimum distance criterion shall be required upon request for any current or future business within the state mandated minimum distance for the duration of the use as a place of worship. A copy of the waiver shall also be submitted to the Planning Department upon approval of the use.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review

Committee may be required for site plan approval after approval of a special exception.

6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 4 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on December 17, 2025.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response for or against request.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

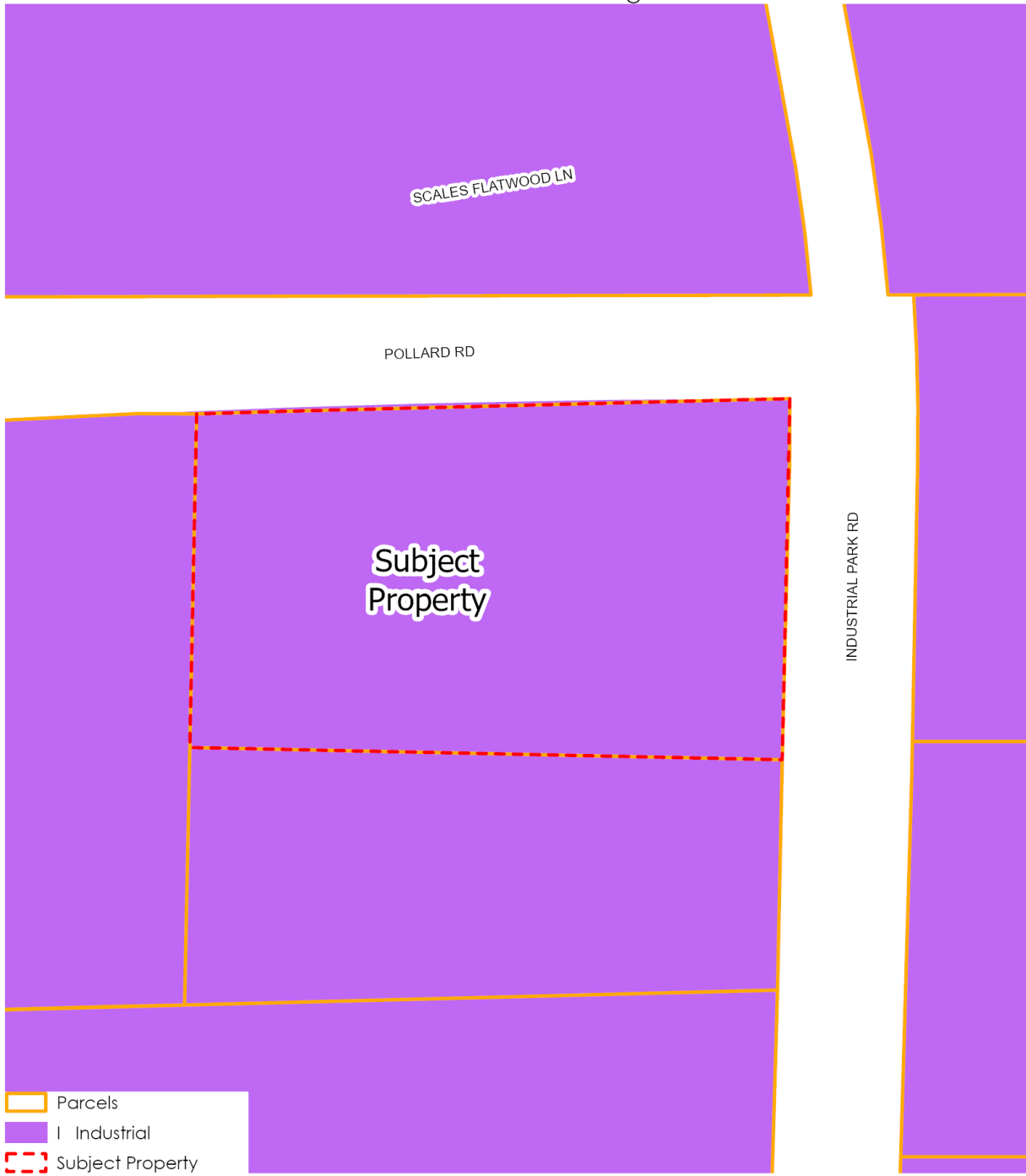
Attachment 1
SE 25-09 Aerial



0 120 240 480 Feet



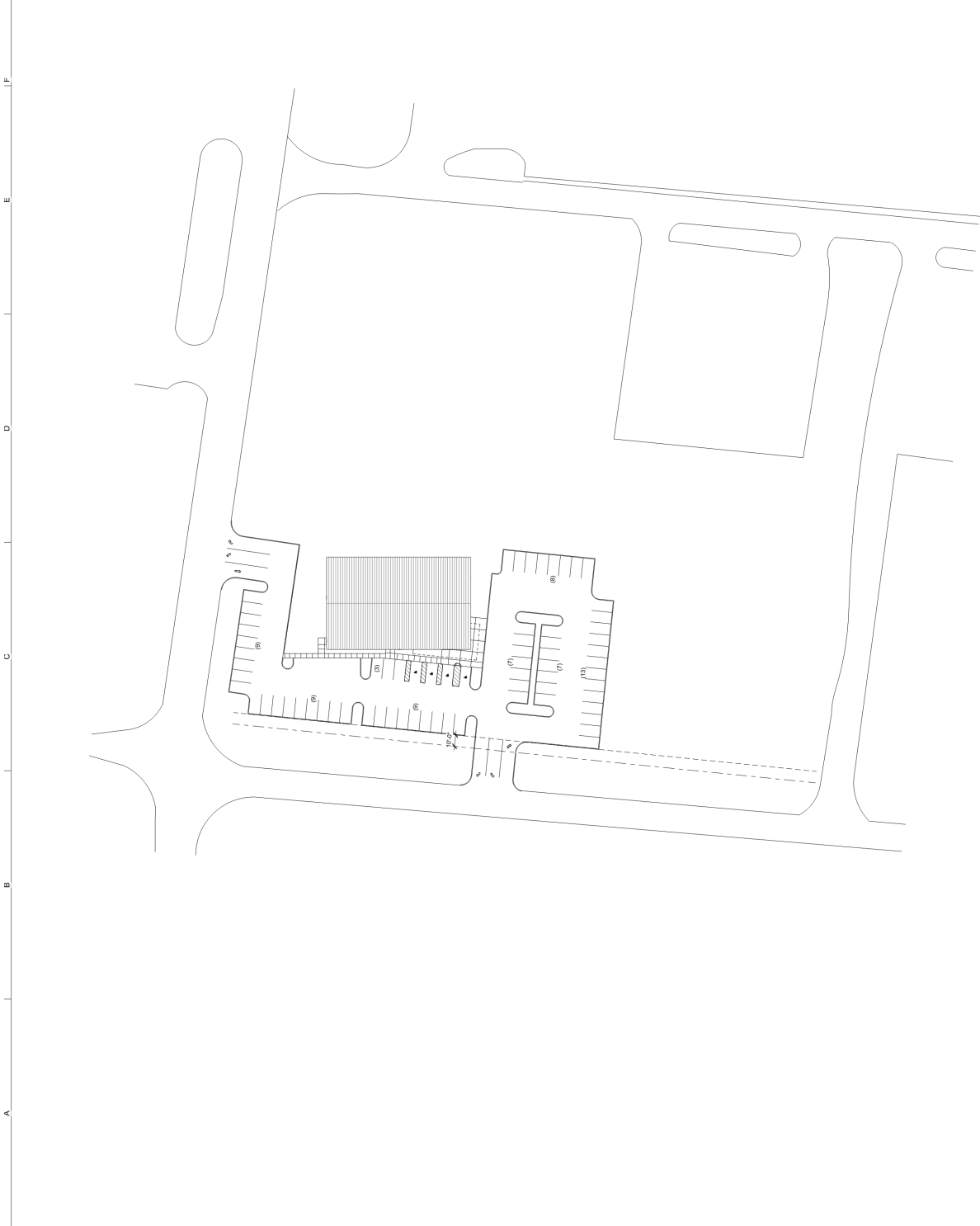
Attachment 2
SE 25-09 Zoning



0 120 240 480 Feet



HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN



1 Site Plan - Renovation
1" = 60' 0"



Num.	Description	Date

Project No.
025008
Project Status
111825
Revised:

Starkville
The Orchard

Debi
1000A, South Green Street
Starkville, MS 39201
P: 662.322.4425
F: 662.322.4425
www.debi.com

A102
Site Plan - Renovation
1" = 60' 0"

Debi
1000A, South Green Street
Starkville, MS 39201
P: 662.322.4425
F: 662.322.4425
www.debi.com

Attachment 3- Conceptual Site Plan

PUBLIC HEARING AND CONSIDERATION OF SE 25-10 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOME ON THE SOUTH SIDE OF BUTLER ROAD DIRECTLY WEST OF 710 BUTLER RD IN A RN ZONING DISTRICT.

Community Planner Daniel Havelin presented SE 25-10 a request for Special Exception to allow for the placement of a manufactured home on the South side of Butler Road directly West of 710 Butler Rd in a RN zoning district. This is a Special Exception request by Carolyn Jordan to allow for a Manufactured Home located on the South side of Butler Road directly West of 710 Butler Rd in a RN zoning district with the property #116-23-005.02. The applicant is seeking a Special Exception to allow for the placement of a manufactured home. Initially the applicant had the manufactured home placed on what they believed to be their family's property. They realized that it wasn't their property and got owners approval for the potential placement of the manufactured home. When they applied for an address, they were notified of the requirement for a special exception. The Use Chart in Section 13.3 of the Unified Development Code requires a Use Exception or a Special Exception for "Dwelling, Manufactured and Modular Home" in a RN zoning district. The proposed use does require the construction of a new building or major modification to an existing building or site. Therefore, the request will be reviewed as a Special Exception. Section 3.4 of the Unified Development Code also requires that the Special Exception meet the additional standards for that use.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 1 property owner of record within 160 feet of the subject property was notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on December 17, 2025.
3. A sign was posted on the property in a conspicuous location.

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

At the January 13, 2026, Planning and Zoning Commission Meeting, the Commission voted unanimously to recommend approval of the request.

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

Alderman Perkins, duly seconded by Alderman Moreland, offered a motion to approve
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.

STAFF REPORT

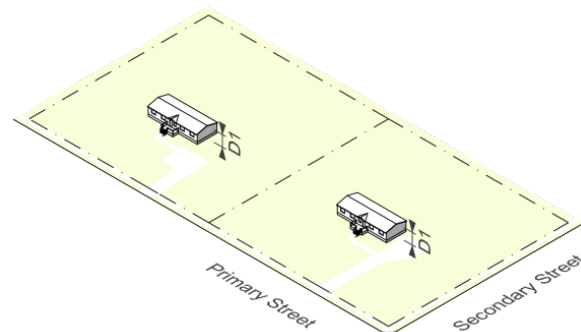
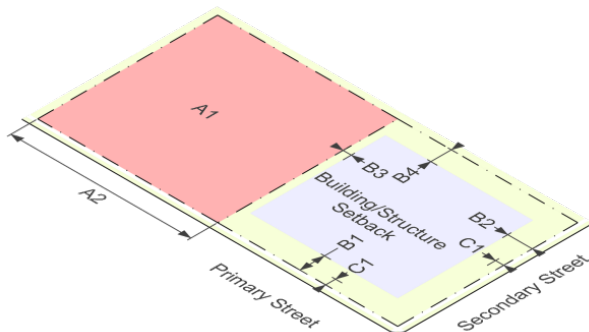
To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of SE 25-10 a request for Special Exception to allow for the placement of a manufactured home on the south side of Butler Road directly west of 710 Butler Rd in a RN zoning district.
Date: January 13, 2026

The purpose of this report is to provide information regarding a Special Exception request by Carolyn Jordan to allow for a Manufactured Home located on the south side of Butler Road directly west of 710 Butler Rd in a RN zoning district with the property #116-23-005.02. Please see attachments 1- 2.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to allow for the placement of a manufactured home. Initially the applicant had the manufactured home placed on what they believed to be their family's property. They realized that it wasn't their property and got owners approval for the potential placement of the manufactured home. When they applied for an address, they were notified of the requirement for a special exception. The Use Chart in Section 13.3 of the Unified Development Code requires a Use Exception or a Special Exception for "Dwelling, Manufactured and Modular Home" in a RN zoning district. The proposed use does require the construction of a new building or major modification to an existing building or site. Therefore, the request will be reviewed as a Special Exception. Section 3.4 of the Unified Development Code also requires that the Special Exception meet the additional standards for that use.

6.3.4 Base Dimensional Standards (RN: Manufactured and Modular Home)



A. Lot Dimensions	
A1. Lot size per unit (min)	40000 sq. ft.
A2. Lot width	100'
B. Building/Structure Setbacks	

B1. Front setback	30'
B2. Side setback corner lot	30'
B3. Side setback	10'
B4. Rear setback	25'
C. Parking Setbacks	
C1. From primary street	10'
D. Height	
D1. Principal building(s) (max)	1 story

13.5.8 Dwelling, Manufactured And Modular Home

A. Definition:

1. Manufactured home- A factory-built single-unit structure that is manufactured under the authority of 42 U.S.C., Sec. 5401, the National Federal Manufactured Home Construction and Safety Standards Act, is transportable in two (2) or more sections, is built on a permanent chassis, and is used as a place of human habitation; but which is not constructed with a permanent non-removable hitch or other device allowing transport of the unit other than for the purpose of delivery to a permanent site, and which does not have non-removable wheels or hitch-axles, permanently attached to its body or frame. Manufactured homes shall not include travel trailers, camper trailers, campers, self-contained motor homes, or camper buses. A mobile home shall be defined as a residential dwelling that was fabricated in an off-site manufacturing facility, designed to be a permanent residence, and built prior to enactment of the Federal Manufactured Home Construction and Safety Standards. Mobile homes shall not be placed or moved to another lot within the city limits of Starkville. Manufactured homes with more than one (1) unit within one (1) structure are not permitted in any zoning district.
2. Modular home- A dwelling built and delivered to a site in two (2) or more sections, meeting City's current adopted building codes when connected to the required utilities.

B. Parking:

1. One (1) parking space per bedroom for all newly placed manufactured or modular home.
2. See zoning district base dimensional standards for parking location and setback requirements.

C. Loading: Loading/unloading areas accommodating delivery of materials to and from the premises are not permitted or required.

D. Additional Standards:

1. Homes shall be anchored according to International Building Code requirements.
2. Homes shall bear the FMHCCS Label or Seal of Compliance.
3. Homes shall have horizontal siding. At a minimum, the exterior siding shall consist predominantly of vinyl or aluminum lap siding whose reflectivity does not exceed that of flat white paint, wood or hardboard, comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction.
4. Homes shall have a minimum of a 3/12 roof pitch with asphalt shingles.
5. All homes shall be placed on the lot in harmony with the existing site-built structures. Where no neighboring structures are available for comparison, it

shall be sited with the front running parallel to the street providing access to the site.

6. The towing tongue, wheels, and hitch-axle shall be removed upon final placement of the unit.
7. All manufactured homes shall be placed on permanent masonry foundations with appropriate screening of the foundations. The foundation shall not be visible from the street or adjacent properties.
8. All manufactured homes shall have either a deck or porch with steps at each entrance constructed and installed in accordance with the standards set forth by the International Building Code. The minimum square footage of the floor of such porch or deck shall measure at least thirty-six (36) square feet.
9. No manufactured and modular home more than ten (10) years old may be relocated or moved onto any lot within the city limits of Starkville.
10. See zoning district general provisions for density requirements and other standards.

See zoning district base dimensional standards for location, setback, and height requirements.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. (1) property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on December 17, 2025.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response from the notifications.

CONDITIONS OF APPROVAL

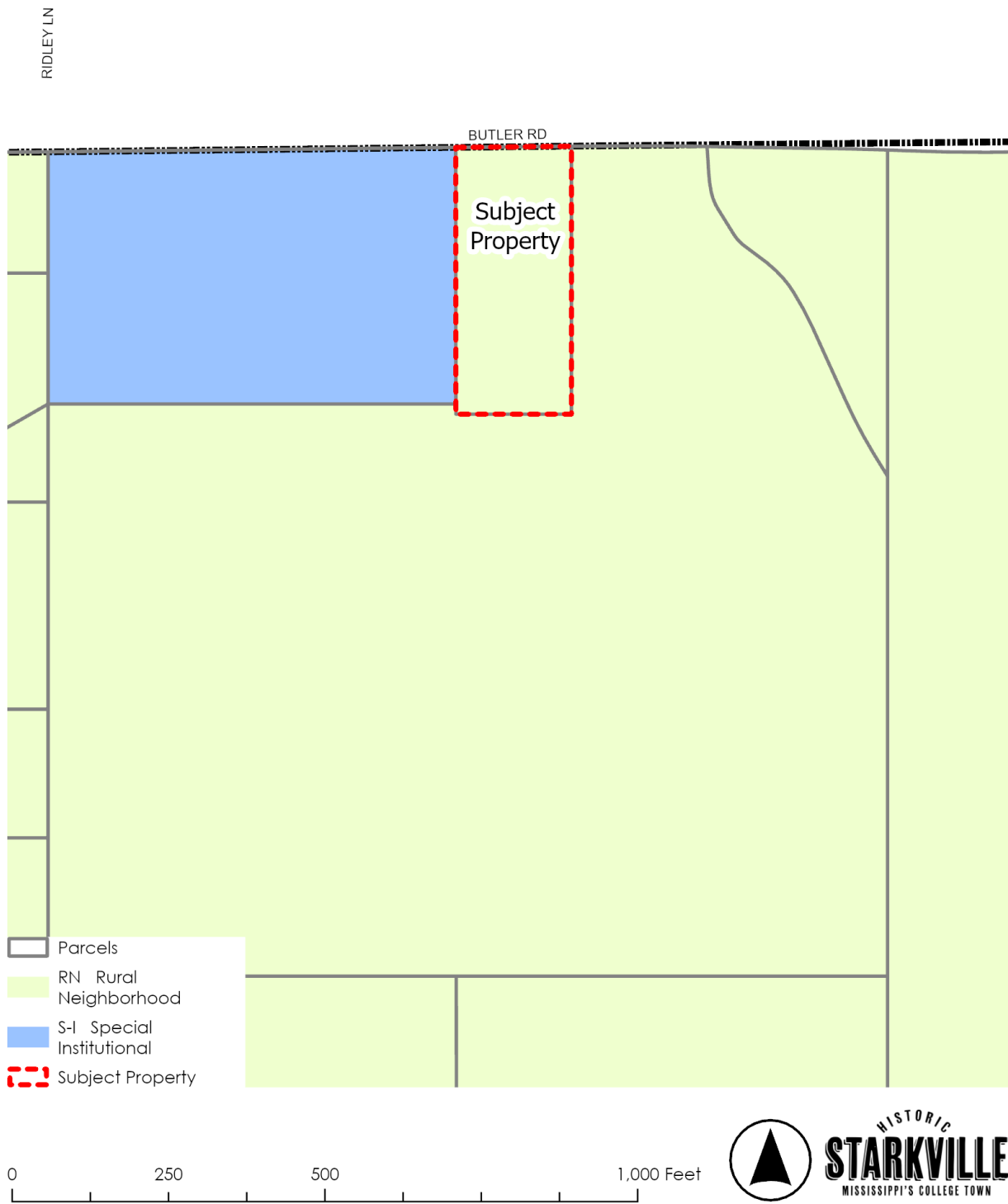
Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

Attachment 1
SE 25-10 Aerial



HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 2
SE 25-10 Zoning



PUBLIC HEARING AND CONSIDERATION OF SE 26-01 A REQUEST FOR SPECIAL EXCEPTION TO DEVIATE FROM THE DEVELOPMENT ACCESSIBILITY STANDARDS FOR A PROPOSED MIXED-USE DEVELOPMENT LOCATED +/- 450' DUE SOUTHEAST OF THE INTERSECTION OF PAT STATION ROAD AND HIGHWAY 12 EAST WITHIN A C ZONING DISTRICT.

Community Planner Daniel Havelin presented SE 26-01 a request for Special Exception to deviate from the Development Accessibility standards for a proposed mixed-use development located +/- 450' due southeast of the intersection of Pat Station Road and Highway 12 East within a C zoning district. This is a Special Exception request by TEP Starkville, LLC to deviate from the Development Accessibility Standards of Section 15.3.3.E of the Unified Development Code for a proposed mixed use development located +/- 450' due southeast of the intersection of Pat Station Road and Highway 12 East within a C zoning district with the parcel numbers 117-25-021.00, 117-25-006.00, and 117F-00-001.00.

The applicant is seeking a Special Exception deviate from the Development Accessibility standards. Specifically, to only have one entrance into a proposed mixed-use development. The development is located directly east of the Walk-Ons Restaurant located at 996 Highway 12 East. The proposed development will have a hotel as part of phase one and multi-unit residential development as part of a future phase. Section 15.3.3.E.1 of the Unified Development Code states "Any residential development with eighty (80) or more homes, more than two-hundred and fifty (250) bedrooms, or a development larger than twenty (20) acres shall have at least two (2) separate access roads. All phases of development should be considered". With the future multi-unit residential use and the size of the property, more than one access point is required. The current proposal is to construct a public road accessing the development from the north from Pat Station Road and connect to the southern property line at the southwest corner of the development. Eventually, this public road will extend to Market Street. That connection will be the responsibility of the developer of the property to the south of the subject property. Section 3.4 states "A special exception shall also include any request to deviate from the Use Standards, Development Standards, Subdivision Standards, or Base Dimensional Standards that are non-dimensional in nature." The request is non-dimensional in nature. Therefore, the request will be reviewed as a Special Exception.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 10 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on December 17, 2025.
3. A sign was posted on the property in a conspicuous location.

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

At the January 13, 2026, Planning and Zoning Commission Meeting, the Commission voted unanimously to recommend approval of the request.

Mayor Spruill opened the Public Hearing to the public.

Speaking in Favor:

Terry Long commented that an opportunity for another hotel in this community is desperately needed. He noted that when we have these big events in town that the City is losing tax dollars because people are having to go outside the community to get hotel rooms.

Walter Okhuysen stated he has some concerns about this. He says that when he attended the planning and zoning meeting last week that there was not a clear description of the exemption that the applicant was asking for and that is his only concern right now and he doesn't understand why the frontage road is not being used for this development.

Alderman Pochop, duly seconded by Alderman Skinner, offered a motion to approve
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.

26. CONSIDERATION OF CALLING FOR THE FIRST OF TWO PUBLIC HEARINGS TO AMEND THE CITY OF STARKVILLE ALCOHOL ORDINANCE AND MUNICIPAL CODE SECTION 4.3.01(D) TO EXPAND SALES ON SUNDAY FROM THE CURRENT TIME OF 11:00 AM TO 10:00 AM.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, and adopted by the Board to approve calling for the first of two public hearings to amend the City of Starkville alcohol ordinance and municipal code section 4.3.01(d) to expand sales on Sunday from the current time of 11:00 am to 10:00 am. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of SE 26-01 a request for Special Exception to deviate from the Development Accessibility standards for a proposed mixed-use development located +/- 450' due southeast of the intersection of Pat Station Road and Highway 12 East within a C zoning district.
Date: January 13, 2026

The purpose of this report is to provide information regarding a Special Exception request by TEP Starkville, LLC to deviate from the Development Accessibility Standards of Section 15.3.3.E of the Unified Development Code for a proposed mixed use development located +/- 450' due southeast of the intersection of Pat Station Road and Highway 12 East within a C zoning district with the parcel numbers 117-25-021.00, 117-25-006.00, and 117F-00-001.00. Please see attachments 1- 3.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception deviate from the Development Accessibility standards. Specifically, to only have one entrance into a proposed mixed-use development. The development is located directly east of the Walk-Ons Restaurant located at 996 Highway 12 East. The proposed development will have a hotel as part of phase one and multi-unit residential development as part of a future phase. Section 15.3.3.E.1 of the Unified Development Code states "Any residential development with eighty (80) or more homes, more than two-hundred and fifty (250) bedrooms, or a development larger than twenty (20) acres shall have at least two (2) separate access roads. All phases of development should be considered". With the future multi-unit residential use and the size of the property, more than one access point is required. The current proposal is to construct a public road accessing the development from the north from Pat Station Road and connect to the southern property line at the southwest corner of the development. Eventually, this public road will extend to Market Street. That connection will be the responsibility of the developer of the property to the south of the subject property. Section 3.4 states "A special exception shall also include any request to deviate from the Use Standards, Development Standards, Subdivision Standards, or Base Dimensional Standards that are non-dimensional in nature." The request is non-dimensional in nature. Therefore, the request will be reviewed as a Special Exception.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.

3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

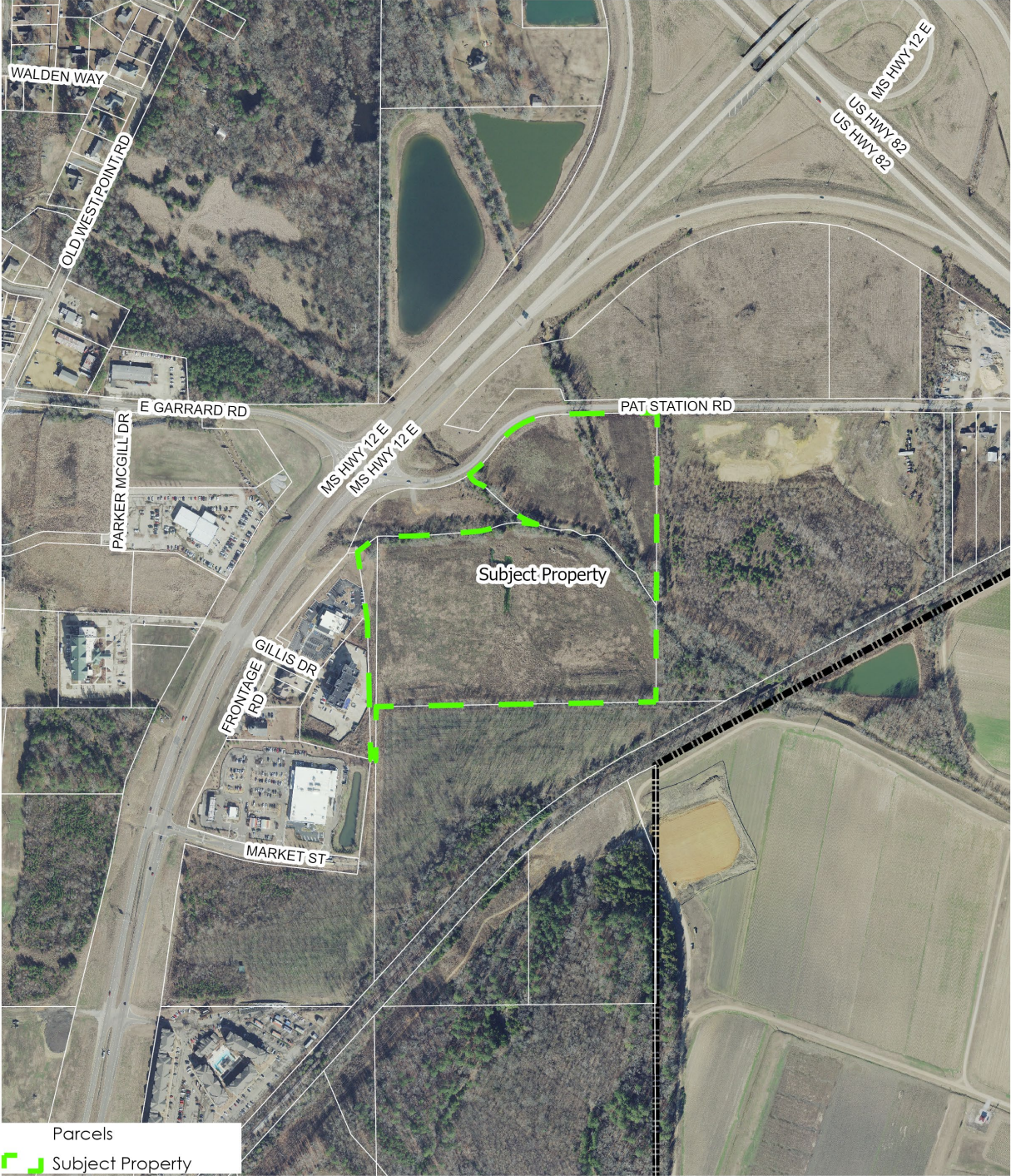
1. 10 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on December 17, 2025.
3. A sign was posted on the property in a conspicuous location.

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

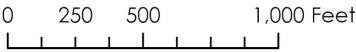
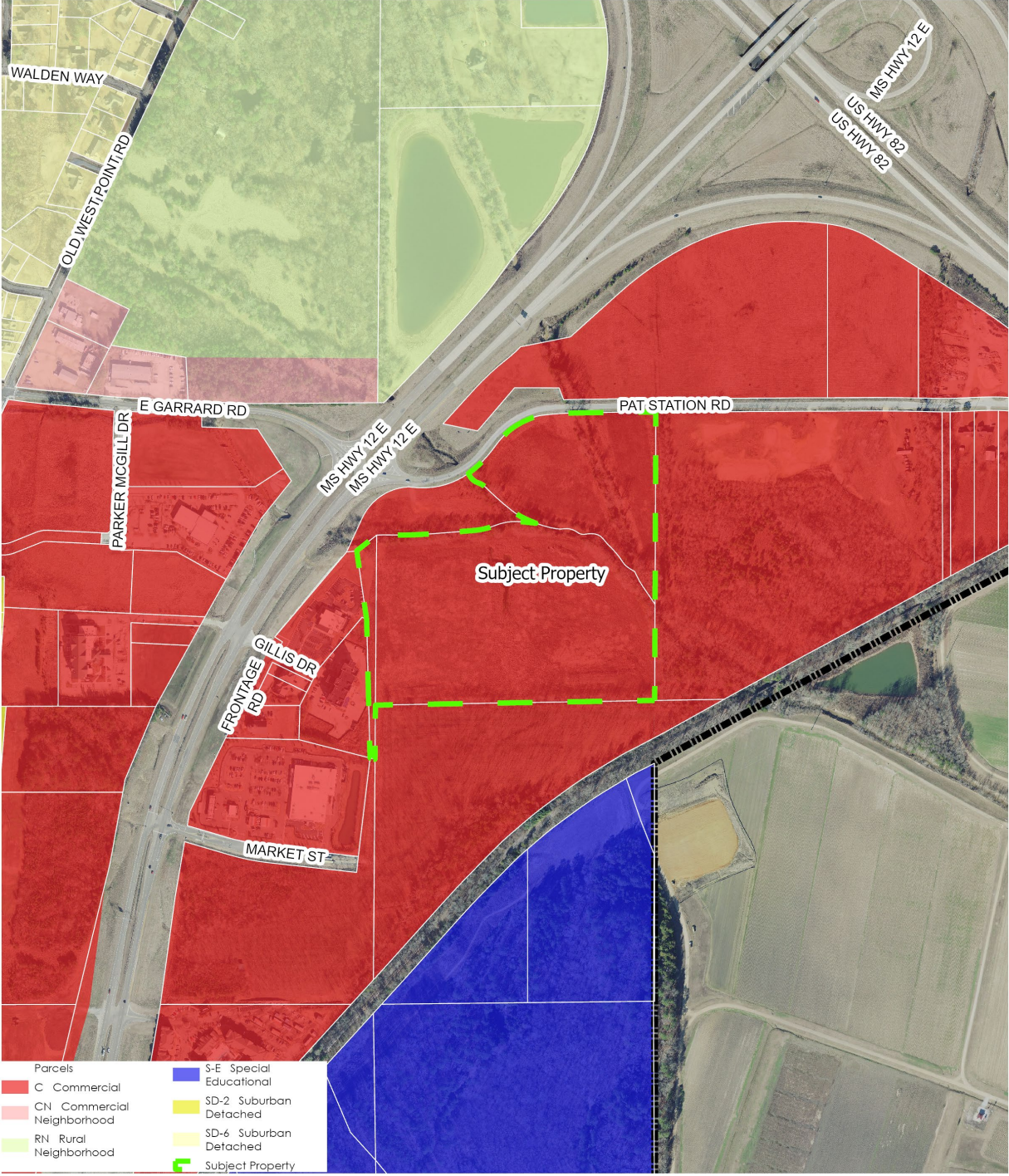
CONDITIONS OF APPROVAL

Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

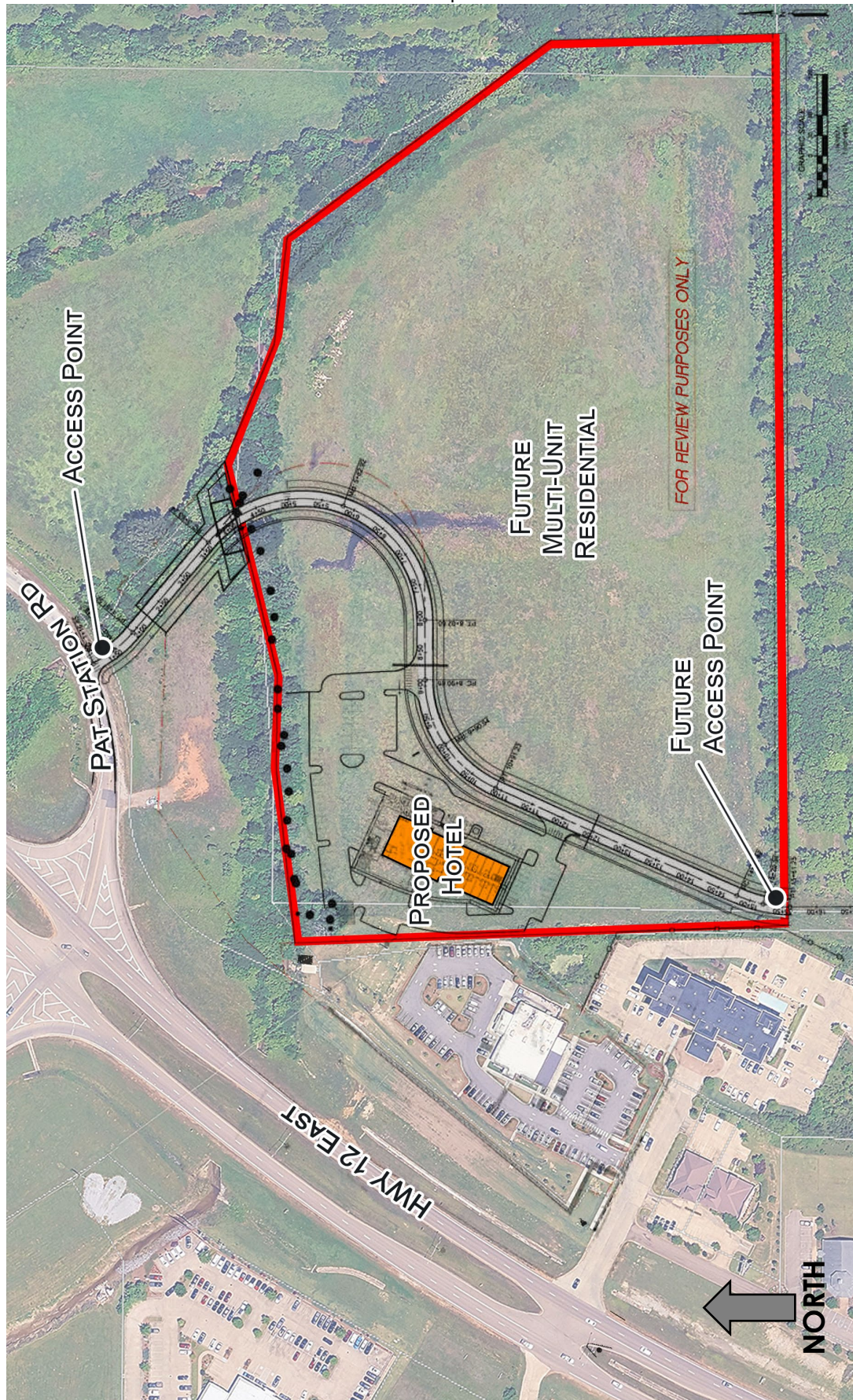
Attachment 2- SE 26-01 Zoning



Attachment 2- SE 26-01 Zoning



Attachment 3- Proposed Site Plan



ORDINANCE NO. 2026-01

**AN ORDINANCE AMENDING CHAPTER 4, ALCOHOLIC BEVERAGES,
ARTICLE 4.3.01(D), HOURS OF SALE, TO PROVIDE FOR ADDITIONAL HOURS
OF SALE FOR SUNDAY MORNING TO EXPAND FROM 11:00 AM TO 10:00 AM;
AND FOR RELATED PURPOSES**

**BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF STARKVILLE, MISSISSIPPI:**

WHEREAS, the City of Starkville, Mississippi, is a municipal corporation, organized and existing under the laws of the State of Mississippi; and

WHEREAS,; the City of Starkville has determined that the current hours of sale for alcohol on Sundays provide inadequate opportunity for customers of restaurants within the city limits to provide full service brunch options; and

WHEREAS, the governing authority of the City of Starkville, Mississippi, has determined and hereby finds that the City of Starkville restaurant businesses would benefit from those additional hours; and

WHEREAS, the governing authority of the City of Starkville, Mississippi, has determined and hereby finds that such an extension of sales hours would not be a detriment to any city obligation or services; and

WHEREAS, the proposed extension of hours is allowed by and does not contradict state law, as codified in Miss. Code Ann. §67-3-1 *et seq.*; and

WHEREAS, the governing authority of the City of Starkville, Mississippi, has further determined that the proposed expansion would be in the best interests of the City of Starkville to request such extension of hours from the regulatory State of Mississippi authority serving under the Department of Revenue as the Alcohol Beverage Control approval and enforcement for sale of other alcoholic beverages; and

WHEREAS, nothing herein is intended to abrogate the licensing and permitting requirements contained in Miss. Code Ann. §67-3-1 *et seq.*

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

SECTION 1. ADOPTION OF FINDINGS: The matters, facts and things recited in the above and foregoing Preamble to this Ordinance are hereby adopted as official findings of the Governing Authority of the City of Starkville.

SECTION 2. Section 4.3.01(D) of Starkville's Code of Ordinances is amended as follows:

Hours of sale

No beer or light wine shall be sold for on-premises or off-premises consumption between the hours of 12:00 midnight and 7:00 a.m. on Monday through Wednesday. The legal hours shall be extended on Thursday, Friday, and Saturday nights from 12:00 midnight to 1:00 a.m. No beer or light wine shall be sold for on-premises or off-premises consumption between the hours of 1:00 a.m. and **10:00** a.m. on Sunday and after 12:00 midnight on Sunday night.

SECTION 4. RESERVATION OF RIGHTS : The City reserves the right to modify or repeal this ordinance at any time, with or without notice, by order of the Board of Aldermen.

SECTION 5. REPEAL AND CONFLICTS. All ordinances or parts thereof that address beer and light wine sales and consumption in conflict with this ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE: This ordinance shall be effective upon approval as required by law, execution and publication.

The above and foregoing Ordinance, having been first reduced to writing, was introduced by Alderman _____, seconded by Alderman _____, and adopted by the following roll call vote:

Alderman Kim Moreland Voted:	_____
Alderman Sandra Sistrunk Voted:	_____
Alderman Kyle Skinner Voted:	_____
Alderman W. Mike Brooks Voted:	_____
Alderman William Pochop Voted:	_____
Alderman Roy A’. Perkins Voted:	_____
Alderman Henry Vaughn, Sr. Voted	_____

The Mayor thereby declared the motion carried and the Ordinance adopted, this the _____ day of _____, A.D., 2026.

(SEAL)

ATTEST:

ADOPTED

CITY CLERK_____

MAYOR_____

27. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Skinner, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of , January 20, 2026 for fiscal year ending 9/30/26, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

General Fund	001	\$466,259.37
Restricted Police Fund	002	\$747.16
Airport Fund	015	\$54,170.82
Environmental Services	022	\$80,136.98
Capital Projects Fund	300	\$13,084.59
City Owned Building Fund	301	\$6,250.00
Main Street Project	311	\$2,369.75
Park And Rec Tourism	375	\$4,834.69
Starkville Utilities		\$458,501.73
Starkville Water		\$2,641,959.78
Payroll		\$960,102.08
Grand Total		\$4,697,481.16

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

There came for consideration the matter of entering a Closed Session to determine if there is a proper cause for Executive Session. Upon the motion of Alderman Pochop, seconded by Alderman Vaughn, 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 Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea

Alderman William Pochop Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

2. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Perkins offered a motion to go into Executive Session for the purpose of discussion of personnel matters. Following a second by Alderman Sistrunk, the Board voted as follows to enter Executive Session:

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

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

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

Alderman Vaughn offered a motion, seconded by Alderman Pochop, 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 Kyle Skinner Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman William Pochop Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

26. MOTION TO ADJOURN UNTIL FEBRUARY 3, 2026 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Pochop, for the Board of Aldermen to adjourn the meeting until February 3, 2026 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE 3rd DAY OF February, 2026.

Attest:

D. LYNN SPRUILL, MAYOR

JOANNA MCLAURIN, CITY CLERK