

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
March 17, 2026**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on March 17, 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. Vice Mayor Roy A'. Perkins asked to remove Board Business item A from the agenda. There being no additional 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 Pochop offered a motion, duly seconded by Alderman Skinner, to approve the March 17, 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, March 17, 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 FEBRUARY 17, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE MARCH 3, 2026, REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: employee introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

- FIRST PUBLIC HEARING TO ADOPT AN ORDINANCE TO CONTROL THE SALE OF SYNTHETIC KRATOM AND KRATOM PRODUCTS WITHIN THE CITY LIMITS OF STARKVILLE.
- PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 113 N LAFAYETTE ST, STARKVILLE, MS 39759, WITH PARCEL NUMBERS, 118P-00-171.00, 118P-00-172.00, AND 118P-00-173.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.
- PUBLIC HEARING AND CONSIDERATION OF SE 26-04 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 24 LINDBERGH BLVD WITHIN A TN-E ZONING DISTRICT.
- PUBLIC HEARING AND CONSIDERATION OF SE 26-05 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 760 EAST LEE BOULEVARD WITHIN A SD-2 ZONING DISTRICT.
- PUBLIC HEARING AND CONSIDERATION OF SE 26-06 A REQUEST

FOR SPECIAL EXCEPTION TO ALLOW TWO DUPLEXES, ONE ON EACH OF THE TWO LOTS, LOCATED ON THE NORTH SIDE OF WARE STREET APPROXIMATELY 98 FEET TO THE EAST OF 204 WARE STREET WITHIN A TN-E ZONING DISTRICT.

- PUBLIC HEARING AND CONSIDERATION OF UE 26-01 A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE EXPANSION OF A LEGAL NON-CONFORMING USE OF A WAREHOUSING, DISTRIBUTION, & WHOLESALE SERVICES AS PART OF THE GLO COMPANIES EXISTING OPERATIONS AT 1091 STARK ROAD WITHIN A CN ZONING DISTRICT.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE ADOPTION OF THE CITY OF STARKVILLE PARKS MASTER PLAN UPDATE AS PROVIDED BY SPORTS FACILITIES COMPANIES.

B. CONSIDERATION OF ACCEPTING AND AUTHORIZING MAYOR TO EXECUTE GRANT AGREEMENT #1202-25-347-PF-01 WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE HENDERSON & SAND ROADS WASTEWATER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.

X. BOARD BUSINESS

A. DISCUSSION AND CONSIDERATION OF ADVERTISING FOR REQUESTS FOR QUALIFICATIONS FOR PROFESSIONAL LEGAL SERVICES FOR THE CITY OF STARKVILLE.

B. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF STARKVILLE, MISSISSIPPI ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE \$15,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2026, OF THE CITY OF STARKVILLE, MISSISSIPPI; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE 2026 MDOT SMIFA-0068-0226 GRANT IN THE AMOUNT OF \$542,000.00 FOR CONSTRUCTING A NEW CORPORATE HANGAR AND APRON WITH A CITY MATCH OF \$15,751.05 AT GEORGE M. BRYAN FIELD

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF LW 26-01 A REQUEST FOR LANDSCAPE WAIVER AT 701 LOUISVILLE STREET IN A C ZONING DISTRICT.

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ENGINEERING

1. CONSIDERATION OF APPROVING THE SUMMARY CHANGE ORDER FOR HANNON LLC FOR THE BENTBROOK RIDGE STREET FLUME PROJECT IN THE AMOUNT OF \$27,968.15.
2. CONSIDERATION OF APPROVING THE SUMMARY CHANGE ORDER FOR HANNON LLC FOR THE 601 SOUTH JACKSON STREET ADA IMPROVEMENTS PROJECT IN THE AMOUNT OF \$14,551.30.
3. CONSIDERATION OF APPROVING TASK ORDER #4 WITH NEEL-SCHAFFER, INC. TO CONDUCT A TOPOGRAPHIC AND BOUNDARY SURVEY OF CITY BLOCK 18A FOR A NOT TO EXCEED FEE OF \$11,000.
4. CONSIDERATION OF APPROVING THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION, LLC FOR THE SUDDUTH BUS STOP IMPROVEMENTS PROJECT IN THE AMOUNT OF \$38,400.00.

F. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 12, 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 FEBRUARY 2026 FINANCIAL STATEMENTS.
3. REQUEST ACKNOWLEDGEMENT BY THE BOARD OF PRIVILEGE LICENSES IN ACCORDANCE WITH MISS. CODE ANN. § 27-17-501 ISSUED

BY THE CITY CLERK'S OFFICE FOR THE MONTHS OF JANUARY AND FEBRUARY 2026 RESPECTIVELY.

G. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

H. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE KENDRICK TOTTON AS SANITATION WORKER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE DESHAWN ROGERS AS SANITATION WORKER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE DAVID "BRETT" VICK AS POLICE OFFICER – PRE ACADEMY IN THE STARKVILLE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE DILLON RICHEY AND KENNEDY DYER AS DISPATCHER – PART-TIME AND FAYE MADDOX-BECK – AS DISPATCHER – FULL-TIME IN THE STARKVILLE POLICE DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE TONKA DAVIS AND LUKE TAYLOR AS INTERN – STUDENT METERING & BILLING IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE LINDEN STELIOES-WILLS AS AN ENGINEERING CO-OP IN THE ENGINEERING DEPARTMENT.
7. REQUEST APPROVAL FOR CITY DEPARTMENTS TO PARTICIPATE IN STARKVILLE OKTIBBEHA COUNTY SCHOOL DISTRICT'S (SOCSD) WORK BASE LEARNING (WBL) ACADEMIC PROGRAM INTERNSHIPS FOR STARKVILLE HIGH SCHOOL JUNIORS AND SENIORS.
8. REQUEST APPROVAL OF YEARLY RENEWAL OF UKG READY/KRONOS SUPPORT SERVICES CONTRACT IN THE AMOUNT OF \$1,064.84 FOR THE SUPPORT PERIOD OF 24 JUNE 2026 TO 23 JUNE 2027.

I. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF THE PURCHASE OF 10 POLICE DEPARTMENT CAMERAS FROM SECURITY SOLUTIONS FOR THE LOW QUOTE PRICE OF \$57,125.21.

2. REQUEST APPROVAL OF THE RENEWAL OF VMWARE SOFTWARE FOR THE SOLE SOURCE AMOUNT OF \$11,154.96 YEARLY.

J. PARKS

1. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES CONTRACT WITH THE ARTFUL GARDENER, LLC FOR THE NEW MAIN SOUTH LOOP OF THE CORNERSTONE ARBORETUM FOR THE NOT-TO-EXCEED AMOUNT OF \$3,925.00.

K. POLICE DEPARTMENT

1. POLICE

- a. REQUEST PERMISSION TO PURCHASE A VEHICLE VIN #94257 FROM COLUMBUS NISSAN IN COLUMBUS, MS, THE LESSER OF 2 QUOTES, AT A COST OF \$27,103.00
- b. REQUEST APPROVAL FOR EZ AUTO SALES TO REPLACE THE ENGINE WITH A REMANUFACTURED ENGINE, IN THE 2020 DODGE DURANGO VIN...#40842 IN THE AMOUNT OF \$7,945.82, WHICH IS THE LOWEST OF (3) ESTIMATES.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

M. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$11,880.00 FOR THE REPLACEMENT OF TWO ELECTRONIC BUTTERFLY VALVES AT MONTGOMERY PLANT.
2. REQUEST AUTHORIZATION TO ACCEPT THE EMERGENCY PURCHASE IN ACCORDANCE WITH MS STATE STATUTE 31-7-13 FROM PARKS & PARKS WATER WELL SERVICE INC. IN THE AMOUNT NOT TO EXCEED \$11,500.00 FOR WELL MOTOR REPAIR FOR THE CURRY WELL.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$30,200.00 FOR THE PURCHASE OF TWO BOOSTER PUMPS.

4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM GLOBAL RENTAL CO., INC. IN THE AMOUNT OF \$290,690.00 FOR A USED DISTRIBUTION DIGGER DERRICK.
5. APPROVAL OF WORK AUTHORIZATION 26-01 WITH CLEARWATER CONSULTANTS, INC. TO PROVIDE ENGINEERING SERVICES FOR THE STARK ROAD FORCE MAIN IMPROVEMENTS PROJECT.
6. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM ENDEAVOR IT IN THE AMOUNT OF \$13,515.00 FOR NETWORKING EQUIPMENT AT OUR WATER TREATMENT FACILITIES.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PERSONNEL MATTER

XV. OPEN SESSION

XVI. ADJOURN UNTIL APRIL 7, 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 2-32:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 17, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the February 17, 2026, work session of the Mayor and Board of Aldermen of the City of Starkville” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE MARCH 3, 2026, REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the March 3, 2026, regular meeting of the Mayor and Board of Aldermen of the City of Starkville” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE ADOPTION OF THE CITY OF STARKVILLE PARKS MASTER PLAN UPDATE AS PROVIDED BY SPORTS FACILITIES COMPANIES.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the adoption of the city of Starkville Parks master plan update as provided by Sports Facilities Companies” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF ACCEPTING AND AUTHORIZING MAYOR TO EXECUTE GRANT AGREEMENT #1202-25-347-PF-01 WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE HENDERSON & SAND ROADS WASTEWATER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of accepting and authorizing Mayor to execute grant agreement #1202-25-347-PF-01 with the Mississippi Development Authority for the Henderson & Sand Roads wastewater Community Development Block Grant (CDBG) Project” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF STARKVILLE, MISSISSIPPI ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE \$15,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2026, OF THE CITY OF STARKVILLE, MISSISSIPPI; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of a resolution of the Mayor and Board of Alderman of the City of Starkville, Mississippi acknowledging and approving the sale and award of the \$15,000,000 General Obligation Public Improvement bond, series 2026, of the city of Starkville, Mississippi; and for related purposes” is enumerated, this consent item is thereby approved.

7. REQUEST APPROVAL TO ACCEPT THE 2026 MDOT SMIFA-0068-0226 GRANT IN THE AMOUNT OF \$542,000.00 FOR CONSTRUCTING A NEW CORPORATE HANGAR AND APRON WITH A CITY MATCH OF \$15,751.05 AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval to accept the 2026 MDOT SMIFA-0068-0226 grant in the amount of \$542,000.00 for constructing a new corporate hangar and apron with a city match of \$15,751.05 at George M. Bryan Field” is enumerated, this consent item is thereby approved.

10-YEAR RECREATION MASTER PLAN

PREPARED FOR: CITY OF STARKVILLE, MISSISSIPPI

DRAFT REPORT DELIVERY DATE: JANUARY 2026



THIS PROJECT IS REPRESENTED BY THE SPORTS FACILITIES ADVISORY FOR MORE INFORMATION VISIT WWW.SPORTSFACILITIES.COM

EXECUTIVE SUMMARY



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EXECUTIVE SUMMARY

This 10-Year Recreation Master Plan provides Starkville with a practical roadmap to protect and improve existing assets, expand access and participation, and continue growing sports tourism impacts through high-performing facilities and programs. The plan is intentionally action oriented, with short- and mid-term recommendations centered on cost-effective improvements, partnerships, and funding readiness.

Sports Facilities Advisory (SFA) developed this plan in partnership with the City of Starkville and informed by a structured process that included market research, levels-of-service and gap analysis, stakeholder engagement, and projected facility performance ranges for financial performance, as well as economic impact.

PURPOSE AND GOALS

- Maintain and enhance quality parks, facilities, and programs with low-cost improvements that elevate participant and spectator experience.
- Expand program-based recreation opportunities across ages and ability levels to support health, wellness, and community connection.
- Grow sports tourism that generates visitor spending and tax revenue, building on the success of Cornerstone Park and related assets.
- Develop partnerships with key allies, including Oktibbeha County, Mississippi State University, and the medical sector, to expand services and impact.
- Create a flexible decision framework through 2035 that helps leaders prioritize projects and accelerate high-value initiatives when outside funding is available.

WHAT WE HEARD AND WHAT THE DATA SHOWS

- Residents and stakeholders prioritized better maintenance and facility quality, along with stronger programming and access.
- Walkability and trails emerged as key quality-of-life priorities that also support wellness, tourism, and community connectivity.
- Demand signals point to meaningful participant bases for court sports, rectangular fields, and diamond sports within the broader region, supporting both community use and tournament potential.

NEAR-TERM FOCUS, YEARS 1 TO 7

The plan prioritizes strengthening what is already working and addressing foundational needs before pursuing capital-intensive projects.

- Protect existing assets. Use consistent daily and preventative maintenance, track work orders, and plan for replacements with a simple, transparent capital renewal approach.
- Improve resident experience. Deliver targeted, low-cost upgrades such as pool repairs, shade, restrooms, seating, lighting, and wayfinding, focusing on high-use locations and equity of access.

EXECUTIVE SUMMARY

- Expand programming. Assess the full program portfolio, grow high-performing offerings, redesign low-performing programs that still meet community needs, and expand inclusive programming and fee support options.
- Strengthen trails and connectivity. Advance walkability and trail implementation, including rails-to-trails readiness, to create a connected system that supports everyday use and community health.
- Grow partnerships and funding readiness. Maintain a ready-to-fund project shelf, pursue capital stacking, and formalize shared-use and cost-sharing partnerships to expand services without overreliance on City funding.
- Pursue CAPRA accreditation. Use the CAPRA pathway to strengthen standards, policies, and performance reporting, and to reinforce credibility for future funding and partnerships.

LONG-TERM FACILITY OPTIONS AND PERFORMANCE EXPECTATIONS

To support long-term opportunities, SFA evaluated asset types and developed high-level facility options that may be advanced if market demand and funding align.

Option	Primary Intent	Scale	Order-of-magnitude cost (\$2025)	Performance expectation (high level)
Indoor sports and special events facility	Year-round indoor sports and events destination	150,000-200,000 SF; 10-14 acres	\$60-80M	NOI: \$0 to \$750K; Direct spending: \$30-45M
Outdoor multi-purpose field tournament complex	Expand tournament capacity with flexible synthetic turf	60-75 acres	\$36-48M	NOI: \$360K to \$240K; Direct spending: \$36-48M
Community recreation and wellness center	Expand local recreation and wellness services	75,000-100,000 SF; 6-10 Acres	\$50-70M	NOI: \$0 to \$1,000,000; Direct spending: \$0-5M

DECISION FRAMEWORK FOR 2025 TO 2035

- Use a consistent scorecard to compare opportunities across alignment, demand, community input, sports tourism synergy, cost, operating sustainability, and long-term ownership impacts.
- Apply a fast-track pathway when outside funding or partnerships create a time-sensitive opportunity, while still validating scope, operating plan, and long-term sustainability.
- Publish an annual update that shows what advanced, what is on hold, and why, with simple performance indicators residents can understand.

INTRODUCTION, OBJECTIVES, & GOALS

INTRODUCTION

In January of 2025, Sports Facilities Advisory, LLC (SFA) was engaged by the City of Starkville, Mississippi to develop a 10-Year Recreation Plan that provides current and future elected officials, City staff, and community stakeholders with reliable, achievable initiatives to enhance recreation opportunities and services in Starkville.

To guide the development of the 10-Year Recreation Plan, SFA and City leaders collaborated to develop a streamlined scope of work that achieves each of the City's goals for the plan, process, and results. That scope of work included four phases encompassing 14 steps:

- Phase I: Project Initiation
 - Kick-Off Meeting
 - Market and Recreation Industry Research and Trends
 - Levels of Service and Program Gap Analysis
 - Custom Community Engagement Website
- Phase II: Site Visit and Community Engagement
 - Site Visit with Market and Facility Tours
 - Development Planning Session
 - Stakeholder and User Group Meetings
 - Community Vision Open House
 - Community Survey
- Phase III: Facility Recommendations and Performance Expectations
 - Asset Prioritization Analysis and Recommendations
 - Facility Recommendations
 - Projection of Performance Expectations
- Phase IV: 10-Year Recreation Plan and Presentation
 - 10-Year Recreation Plan
 - Final Presentation

This document details the research, data, findings, and strategic recommendations required to develop an actionable, achievable 10-Year Recreation Plan that will achieve the City's goals while responding to the needs of the community and continuing to elevate Starkville's status as a leading community for sports, recreation, and wellness in the State of Mississippi.



INTRODUCTION, OBJECTIVES, & GOALS

OBJECTIVES OF THE STUDY

Based on SFC's existing operational footprint in Starkville, in response to discussions with City officials, staff, and residents, and reflective of multiple conversations with City leaders about the need for a 10-Year Recreation Plan, SFC developed and confirmed the following objectives for this assessment:

- Develop a 10-year Recreation Plan that provides current and future elected officials and community stakeholders with achievable initiatives to enhance recreation opportunities and services in Starkville.
- Launch a collaborative process that engages City leaders, residents, program partners, local businesses, and current/potential partners to ensure the 10-Year Recreation Plan reflects comprehensive community priorities.
- Provide data-driven insights and recommendations founded in best practices to establish a clear pathway to achieving the desired outcomes of the City and its constituents.
 - Recommendations for the short-term (1-3 year) and mid-term (4-7 year) periods should focus on cost-effective strategies that do not require capital-intensive investments.
 - Recommendations for the long-term (8-10 year) period should utilize current data combined with future-facing trends to identify potential new developments and/or major expansions that would require significant capital investments.
- Create a flexible decision framework that can be utilized through 2035 as conditions, demand, and opportunities shift across the City, the State of Mississippi, and the recreation, sports, and wellness industry.
 - Importantly, the decision framework should support the evaluation of opportunities to fast-track capital-intensive projects when non-City funding mechanisms are identified (e.g., public-private partnerships, grants, state and federal programs, etc.).

INTRODUCTION, OBJECTIVES, & GOALS

GOALS

SFA facilitated multiple meetings and activities to establish and refine the City's short-, mid-, and long-range goals/desired outcomes for any actions recommended within or stemming from the 10-Year Recreation Plan.

SHORT-TERM (1-3 YEAR) GOALS

- Prioritize low-cost investments that maintain current assets (e.g. pool repairs) and/or improve the participant and spectator experience (e.g., shade structures and restrooms).
- Enhance program-based recreation opportunities to maintain and expand the City's reputation as an active and healthy community known for accessibility and service to residents of all ages and abilities.
- Grow Starkville's sports tourism program, generating additional spending from non-local visitors that support local businesses, align with economic development goals, and generate additional tax revenue for the City.

MID-TERM (4-7 YEAR) GOALS

- Develop and execute partnerships with key allies (e.g., Oktibbeha County, Mississippi State University, the medical sector, etc.) to expand recreation, sports, and wellness services and assets.
- Seek CAPRA accreditation, allowing Starkville Parks & Recreation to market itself as meeting national standards for service, accountability, public responsiveness, and continuous improvement.
 - Of note, no Parks & Recreation agencies in the State of Mississippi were CAPRA accredited as of the end of 2025.
- Establish Starkville as one of Mississippi's top communities for recreation, activity, and health.

LONG-TERM (8-10 YEAR) GOALS

- Develop new and/or expand sports and recreation assets to:
 - Meet local (community) demand for places to play and programs to participate.
 - Capitalize on opportunities in sports tourism.
 - Stimulate economic development opportunities (e.g., attracting new businesses, attracting new residents, increasing the City's budget).

SFA recommends that the City continues to identify and consider partnership and funding opportunities on an ongoing basis; if those opportunities create a path to developing new and/or expanding sports and recreation assets in the short- or mid-term future as defined above, SFA recommends completing a detailed financial feasibility study as the first step in determining the viability of the potential development.



SERVICE AREA POPULATION DATA

SFA conducted an in-depth demographic and socioeconomic analysis of the local Starkville market. The goal of this portion of the analysis is to determine baseline conditions for age, income, and spending. This analysis identifies key data points that influence factors such as participation rates, expected demand, and more. As well, the analysis details projected changes to population size, demographics, and socioeconomics over the next five years. This analysis will inform how the service area is expected to change and how those changes will impact participation rates, future demand, and more.

The chart that follows displays some of the key demographic and socioeconomic factors that most influence participation rates, expected demand, and more, as they relate to existing parks and recreation assets in Starkville. SFA derived the incorporated data from best-in-class data sources like Esri ArcGIS and the U.S. Census. Following this, SFA included data that aims to inform community leaders about projected changes to population size, demographics, and socioeconomics in Starkville in the next five years.

CURRENT SERVICE AREA DEMOGRAPHIC AND SOCIOECONOMIC FACTORS

Starkville, Mississippi (2024)	
Category	Data
Population	25,576
Median Household Income (U.S. Median: \$74,580)	\$39,761
Median Household Income % Above/Below Adjusted Cost of Living (Index: 76)	-31.62%
Median Age (U.S. Median: 38.5)	28.5
Total Households	12,049
Spending Rec. Lessons (U.S. Avg.: \$143)	\$83.05

FUTURE SERVICE AREA DEMOGRAPHIC AND SOCIOECONOMIC FACTORS

Starkville, Mississippi (2025-2029)	
Category	Data
Five-Year Population Trend	+0.05%
Five-Year Total Household Trend	+2.89%
Five-Year Median Household Income Rate Trend	+15.65%

The current state of Starkville includes serving approximately 25,600 residents. The median household income falls below the adjusted median after accounting for a lower cost of living in the community when compared to the average community in the United States. The median age also sits well below the national median of 38.5. SFA acknowledges that the presence of Mississippi State University in Starkville and the high volume of student residents substantially impacts both of these demographic and socioeconomic factors. The city consists of just over 12,000 total households who spend approximately \$83.05 per year on recreational lessons.

SFA expects the community to grow slightly in the next five years, with the total number of households growing at a faster rate. Furthermore, SFA expects the five-year median household income rate to grow, likely tracking inflation rates and increases in the cost of living.

PARTICIPATION RATES

As part of the process of reviewing the current state of sports and recreation in Starkville, SFA analyzed the estimated number of core sport participants in Starkville, in the sub-regional market, and in the region.

SFA calculates sports participation using a blend of national and regional sports participation rates as reported by the National Sporting Goods Association (NSGA) and the Sports and Fitness Industry Association (SFIA). The projections consider only active sports participants who play their respective sport in an organized format a specific number of times per year. The qualifying participation threshold varies by sport and is intended to separate casual participants from core participants; core participants are more likely to pay to visit the facility because they play consistently enough to consider paying for and participating in an organized program on a regular basis.

The following table lists sports and activities that could be accommodated within existing and/or new facility types in Starkville. The table also lists the number of potential participants that could be attracted from the local, sub-regional, and regional marketplaces.

POTENTIAL CORE SPORTS PARTICIPANTS

Sport/Activity	Core Participation Rate	Starkville Participants	Sub-Regional (60 min.) Participants	Regional (240 min.) Participants
Basketball	6.24%	1,596	14,416	568,906
Tennis	4.53%	1,280	11,777	448,989
Soccer	2.79%	714	6,451	254,553
Baseball	2.88%	686	6,193	244,400
Volleyball	2.47%	632	5,710	225,327
Pickleball	2.42%	618	5,590	220,212
Softball	1.53%	495	4,465	176,220
Tackle Football	1.54%	420	3,729	149,511
Skateboarding	1.48%	378	3,413	134,699
Archery	1.41%	361	3,259	128,610
Gymnastics	1.06%	271	2,443	96,396
Martial Arts	1.02%	261	2,354	92,914
Flag Football	1.01%	259	2,330	91,944
BMX	0.94%	241	2,180	86,025
Futsal	0.81%	208	1,880	74,177
Wrestling	0.67%	172	1,549	61,140
Cheerleading	0.60%	154	1,392	54,950
Track & Field	0.59%	151	1,383	53,937
Lacrosse	0.38%	98	887	35,013
Swim Team	0.34%	87	788	31,090
Ultimate Frisbee	0.18%	47	424	16,718
Rugby	0.12%	32	288	11,373

SFA calculates the potential participants by multiplying each sport's core participation rate with each interval population. SFA notes that this calculation does not factor in existing service providers; competitors in the local, sub-regional, and regional marketplaces will impact the capture of participants at Starkville facilities.

PARTICIPATION TRENDS

As a preliminary step in determining the market opportunity for certain sports and recreation services, SFA groups core participation rates and potential participants in the region by asset type. As shown in the charts below, there is a sizable base of potential participants that new indoor court, multi-purpose field, and diamond field assets could capture.

Indoor Court Sport/Activity	Core Participation Rate	Local (30 min.) Participants	Sub-Regional (60 min.) Participants	Regional (240 min.) Participants
Basketball	6.02%	7,666	53,067	747,350
Volleyball	3.04%	3,870	26,787	377,242
Pickleball	1.99%	2,532	17,526	246,824
Gymnastics	1.14%	1,454	10,063	141,715
Martial Arts	1.06%	1,350	9,346	131,621
Futsal	0.77%	979	6,779	95,477
Cheerleading	0.73%	932	6,455	90,907
Wrestling	0.63%	798	5,525	77,804
Total	15.39%	19,581	135,547	1,908,941

Grouping court sports together, court-based assets in Starkville, MS could serve approximately 15.39 percent of the regional population, totaling over 1.9 million players of various indoor sports listed above.

Multi-Purpose Field Sport/Activity	Core Participation Rate	Local (30 min.) Participants	Sub-Regional (60 min.) Participants	Regional (240 min.) Participants
Soccer	3.40%	4,322	29,921	421,388
Tackle Football	1.77%	2,258	15,631	220,130
Flag Football	1.20%	1,527	10,571	148,878
Lacrosse	0.44%	555	3,843	54,127
Ultimate Frisbee	0.23%	293	2,030	28,590
Rugby	0.13%	170	1,177	16,569
Total	6.94%	8,833	61,143	861,091

Grouping multi-purpose field sports together, rectangular fields in Starkville, MS could serve approximately 6.94 percent of the regional population, totaling over 861,000 players of the various multi-purpose field sports listed above.

Diamond Field Sport/Activity	Core Participation Rate	Local (30 min.) Participants	Sub-Regional (60 min.) Participants	Regional (240 min.) Participants
Baseball	3.05%	3,877	26,836	377,936
Softball	2.43%	3,096	21,431	301,812
Total	5.48%	6,972	48,266	679,748

Grouping diamond field sports together, diamond fields in Starkville, MS could serve approximately 5.48 percent of the regional population, totaling over 679,000 baseball and softball players.

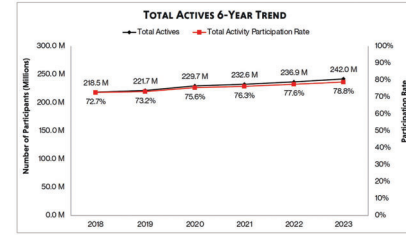
INDUSTRY TRENDS

SFA reviewed historic and analyzed future changes within the recreation, sports, and wellness industries. This section details that analysis and identifies key factors that SFA will consider when establishing the 10-Year Recreation Plan. SFA has presented trends in the recreation, sports, and wellness industries, generally, followed by sports tourism industry trends across the country and in the Southeast.

RECREATION, SPORTS, AND WELLNESS TRENDS

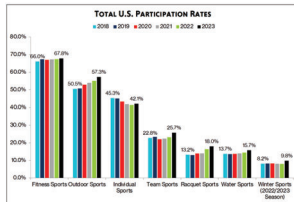
As the cultural, demographic, socioeconomic, and technological makeup of the country changes, so do trends in recreation, sports, and wellness across the United States. Based on SFA's pre-development advisory work completed on an annual basis, the real-world operating experience and insights of SFA's management partner, Sports Facilities Management (SFM), and research conducted throughout this study utilizing industry-standard sources, SFA has identified various ongoing trends taking place that will likely influence recreation, sport, and wellness for the next 10 years. Many of these trends relate to sports participation, while other trends relate to the influence of technology on recreation and sport, and the reassessing of priorities and desired activity types at an individual and societal level.

Based on industry data from the SFIA, more Americans, by volume (242 million people) and by percentage (78.8%), are participating in sports and recreation activities at least once on an annual basis. Five million more Americans participated in sports and recreation activities in 2023 than the year before. This year-over-year trend has remained constant for the previous 10 years and SFA would expect this trend to continue. More core participants participated in their sport of choice in 2023 compared to the previous year, as well, signaling a desire of current participants to participate more or new participants to jump in, participating more actively in a sport or recreation activity. However slight the change, SFA expects a steady increase in activity levels. Increased activity levels signals an increased demand for spaces to recreate and participate in sports, whether through existing facilities or new facilities to match current demand and plan for future demand. The graph below, created by the SFIA, illustrates the trend in number of participants and total activity participation rate over the six previous years studied to date.

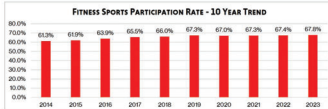


INDUSTRY TRENDS

Through the SFIA, SFA has also reviewed the total U.S. participation rates for various activities including fitness sports, outdoor sports, individual sports, team sports, racquet sports, water sports, and winter sports.



As noted above and supplemented in the image produced by the SFIA shown below, fitness sports have experienced moderate growth over the last six years and more noticeable growth in the last 10 years. SFA expects this trend to continue as fitness sports have generally lower associated barriers to entry like cost, skill level, or accessibility.



On the other hand, total individual sports participation rates have decreased over the last 10 years, sparked by a more notable but continuing trend of less participation amidst the coronavirus pandemic (2020-2022). Participation in individual sports peaked in 2015 and did not experience a single positive change year-over-year until 2023. SFA expects these rates to increase to pre-pandemic levels in time. Team sports participation faced a similar decrease during the pandemic period, but rebounded quicker and higher to the highest level in 10 years. SFA expects this to continue to grow through sport-specific team sport trends as explained subsequently.



INDUSTRY TRENDS

Recreation, Sports, and Wellness Trends (Continued)

Team sports make up the fastest growing sport types, as well as outdoor sports, generally, and racquet sports. Team sports and outdoor sports generally require dedicated facility types to accommodate regular programming to support expected demand. Swimming on a Team experienced a 14.8% increase in participation year-over-year, participation in indoor volleyball grew by 13.4% year-over-year, while team fast-pitch softball has also experienced notable growth.

As mentioned previously, racquet sports have benefitted from a dramatic increase in participation over the last decade, up to the highest level experienced in the last decade and over a percent and a half higher than the next highest year. This can largely be attributed to the popularity of pickleball. According to the SFIA, pickleball is the fastest-growing sport in the U.S., with a 51.8% one-year growth increase and a 223.5% increase over the last three years.



Since participation rates for fitness sports remain the highest amongst other sports categories, SFA has provided insights into trends specific to fitness and wellness.

After understanding national programmatic trends among core participants, SFA used survey data from the American College of Sports Medicine (AMCS) Health & Fitness Journal to understand the industry's top fitness program trends. The top fitness trends AMSC identified include the following:

- Wearable Technology
- Home Exercise Gyms
- Outdoor Activities
- High-Intensity Interval Training (HIIT)
- Body Weight Training
- Online Live and On-Demand Exercise Classes

Many of the activities above include self-directed or self-paced programs, suggesting active individuals want more flexibility in program options. Some fitness activities like High-Intensity Interval Training or Body Weight Training can be completed at home, while parks and recreation facilities can also offer programs aligned with these trends through group instruction led by parks and recreation staffers, by providing rentable spaces to sanctioned third-party trainers, or by offering flexible public spaces free to use for residents during operating hours.

Parks and Recreation departments across the country already supervise and maintain facilities like sheltered pavilions, small event lawns, multi-purpose rooms, gymnasiums, among others, for residents. Finding creative and flexible uses for existing and new spaces will help serve changing trends in resident activity interests, satisfy those wants, and avoid perpetual development of costly facilities that lack long-term interest or financial sustainability.

SPORTS TOURISM INDUSTRY TRENDS

Starkville offers numerous parks and recreation assets that currently drive non-local visitation to the community through sports tourism that generates economic impact, in addition to providing high-quality local recreation spaces. Accordingly, SFA has provided insights related to the sports tourism industry. Sports tourism helps to drive economic impact and non-local spending in the market, benefitting the entire community, including those who may never utilize the facility itself.

GENERAL OVERVIEW

According to survey data collected by the Sports Events & Tourism Association (Sports ETA) published in its most recent "State of the Industry Report" in April of 2024, the sports tourism industry continues to grow and be an impactful part of life in the United States:

- In 2023, nearly 205 million people traveled to a sports tournament or event, setting a new all-time high for annual travelers.
- In 2023, there was approximately \$52.2 billion spent on travel for sports related tournaments and events.
 - \$13.5 billion was spent on transportation.
 - \$10.9 billion was spent on lodging and accommodations.
 - \$9.7 billion was spent on food, beverage, and dining.
 - \$8.9 billion was spent on recreation/entertainment.
 - \$6.5 billion was spent on retail.
 - \$4.7 billion was spent on tournament operations.
- Year-over-year total spending increased by 11 percent to exceed pre-pandemic spending levels by approximately \$7.1 billion.
- In 2023, spending related to travel sports tournaments and events resulted in approximately 757,600 jobs generated in total, with 63 percent of markets reporting that sports was the leading generator of room nights, and sports tourism leading to \$20.1 billion in generated tax revenues.

INDUSTRY GROWTH

The sustained growth in the youth and amateur sports tourism industry over the last 15+ years is one of the most compelling reasons to consider sports tourism as a reliable, attractive industry. In fact, sports tourism is the only segment of the tourism industry that did not decline in any quarter of the Great Recession, allowing it to be considered "recession resistant" and therefore of increased interest to communities across the country.

Sports-related travel spending and annual growth (\$ billions and year-over-year percentage change)



Source: Sports ETA, Longwoods International, U.S. Travel Association, Tourism Economics

SPORTS TOURISM INDUSTRY INSIGHTS



As demonstrated in a standard market, families currently spend approximately \$883 per weekend of travel for youth and amateur sports tournaments and events.

DESTINATION FACTORS

To capitalize on the opportunities created by youth and amateur sports tourism activities as described above, SFA highlights several destination factors that are important in the industry today.

- High Quality, Large Facilities and Assets**
 - The success of youth and amateur sports tourism starts with facilities. With the proliferation of competitive destination facilities, amenity quality is increasingly important as well as the number of spaces available to host teams, participants, and spectators. Additionally, supporting amenities like food and beverage services, entertainment options, etc. create a competitive advantage for facilities that feature them.
- Variety of Lodging, Dining, and Entertainment Options**
 - Outside of the facility, decisions related to events to attend are often made in part on the lodging, dining, and entertainments options in the market. For players and teams traveling regularly, having known brands and affordable options to choose from is often important. For players and teams traveling infrequently or for families opting to create a vacation around a tournament, having unique and exciting lodging, dining, and entertainment is critical.
- Desirable Competition**
 - One of the primary reasons to travel for tournaments and events is to compete against unfamiliar teams. Tournaments that feature a mix of teams from a large geographic range and have a well-defined competitive level structure are best able to draw teams and to bring them back year after year.
- Affordability**
 - Affordability continues to be a top concern of coaches, parents, and participants as they decide which events to attend and how many times to travel. The increase in number of competitive events and the expansion of traditional seasons has created a need to be cost conscious when selecting events.
- Reputation of the Destination**
 - Establishing and maintaining a reputation as a great place to visit is a critical factor for attracting and retaining events and participants.

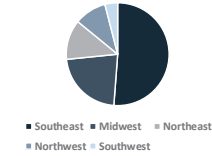
SPORTS TOURISM INDUSTRY INSIGHTS

EVENTS AND SPENDING BY REGION

In addition to overall growth, Sports ETA research breaks down youth and amateur sports tourism spending by region to demonstrate where activity has taken place.

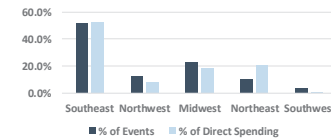
The chart that follows shows the distribution of events across five regions of the United States.

EVENTS BY REGION



The chart that follows demonstrates the percent of events and direct spending occurring in each region of the United States, with approximately 51 percent of events, and 53 percent of direct spending taking place in the Southeast.

% of Events vs. % of Direct Spending



AVERAGE EXPENDITURES

Based on data from hundreds of events, SFA analyzed how individuals and families typically spend when traveling for youth and amateur sports events by type of destination. The graphs that follow demonstrate the average individual spending per day and family spending per weekend for travelers attending events in standard and tourism destination markets. A standard market is categorized as a location that does not have a significant, established tourism industry while a tourism destination is defined as a location that generates significant activity through tourism outside of youth and amateur sports.

SPORTS TOURISM INDUSTRY INSIGHTS

OPERATIONAL SUCCESS FACTORS

To capitalize on the opportunities created by youth and amateur sports tourism activities as described above, SFA highlights several operational success factors that are important in the industry today.

- Program-Driven Design**
 - In today's climate where new special-purpose sports tourism facilities are being opened regularly across the country, facilities must be built for and operated to create a best-in-class experience for visitors. To successfully attract, host, and retain events and participants, the facility must have been designed with event operations and participant satisfaction in mind.
- Dedicated Marketing and Business Development Personnel and Budget**
 - With so many communities and facilities seeking to capture a portion of the sports tourism industry, it is imperative to dedicate people and money to marketing and selling opportunities. While the recommended organization structure and budget varies significantly from location to location, all successful destinations have some level of dedicated personnel and money available to secure business.
- Dedicated Management**
 - Similar to dedicated resources to selling the facility, successful venues have a dedicated and specialized management team to ensure the investment into the facility is protected and the reputation within the industry is built and maintained.
- Collaboration**
 - The youth and amateur sports tourism industry consists of a variety of existing destinations and events across activities, levels of competition, governing bodies, rules of play, etc. The increasingly mature industry now features an environment in which it is often difficult to build new events and attract visitors to events that are not already established. This necessitates collaboration with tournament and events rights holders to attract existing events, working with existing facilities to grow events that demand greater capacity, and maximizing visitation and economic impact during early years of operations.
- Owner, Member, and Community Buy-in**
 - Sustainable facilities often feature a balance of tournaments/events and local leagues, camps, clinics, etc. To set expectations for how an optimal balance is achieved and to execute on a well-rounded, sustainable business plan, the facility must educate all stakeholders and communicate the purpose as well as the schedule for tournaments and events on a regular and ongoing basis.



LEVELS OF SERVICE & PROGRAM GAPS

LEVELS OF SERVICE ANALYSIS

As a part of the scope of work, SFA completed a facilities gap analysis in order to determine gaps in parks and recreation assets within Starkville. The goal of the facilities gap analysis is to provide the Client with sufficient data to determine the assets that need to be developed in order to align Starkville's recreation offerings with peer communities nationwide. The information in the chart below was developed in concert with the City's project team and analyzed alongside data from the National Recreation and Parks Association's (NRPA) 2024 Agency Performance Review. The NRPA data provides communities with benchmarks of various parks and recreation assets in comparison to peer communities of the same or similar size across the country.

The charts below summarize the location, types of assets, the number of asset(s) Starkville currently offers at each location.

Type of Asset	Cornerstone	McKee	George Evans/Needmore	Sportsplex/Outlaw	Moncrief
Parks	1	1	1	1	1
Leisure Pool (Indoor)					
Senior Center					
Community Center			1	1	
Recreation Center				1	
Multi-Purpose Fields (All Sizes)				8	
Skate Park	1	2	1		1
Playground	12			8	
Diamond Fields (All Sizes)					
Basketball Courts (Outdoor)		1	1.5		
Pickleball (Outdoor)					
Tennis Courts (Outdoor)					
Dog Park		1			1
Outdoor Pool					
Splash Pad		1			
Indoor Multi-Use Courts (Basketball, Volleyball, etc)				2	
Walking Loop/Running Track/Trails	1			2	

Type of Asset	JL King	Patriots	Fire Station	Josey	School District
Parks	1	1	1	1	2
Leisure Pool (Indoor)					
Senior Center					
Community Center					
Recreation Center					
Multi-Purpose Fields (All Sizes)	1				
Skate Park				1	2
Playground	1	1			
Diamond Fields (All Sizes)	1				
Basketball Courts (Outdoor)	2				
Pickleball (Outdoor)	4				
Tennis Courts (Outdoor)	1				9
Dog Park					
Outdoor Pool					
Splash Pad	1				
Indoor Multi-Use Courts (Basketball, Volleyball, etc)					
Walking Loop/Running Track/Trails	1		1		

EXISTING ASSET INVENTORY

Starkville Parks and Recreation currently offers 10 parks and recreation facilities, including indoor and outdoor amenities. This section outlines the inventory of recreation assets currently offered in Starkville, as well as the programs and services historically programmed at those facilities. For the sake of this review, the list below excludes non-recreation/leisure amenities. However, it is important to note that almost all facilities in the map below offer non-recreation and leisure amenities like dog parks, picnic areas, and pavilions that positively impact the quality of life of Starkville residents and enhance visitor experience.

Facilities	Assets	Programs
Cornerstone Sports Complex	12 Diamond Fields, Playground, Walking Trails, Bating Cages, and Open Space	Youth Baseball League (Varying Ages), Youth Softball League (Varying Ages), Adult Softball League, Baseball/Softball Tournaments, and more
George Evans Park	1 1/2 Basketball Courts and Playground	
JL King Senior Memorial Park	Splash Pad, Playground, Softball Diamond Field, Rectangular Field, Trails, 2 Outdoor Basketball Courts, and Disc Golf Course	Flexible Programming (Supporting Existing Leagues)
Josey Park	Playground	
McKee Park	Splash Pad, Playgrounds, Pickleball Courts, Basketball Court, Jogging and Walking Track, and Open Space	Youth Baseball League (Varying Ages), Youth Softball League (Varying Ages), Adult Softball League, and more
Moncrief Park	Outdoor Pool and Playground	
Needmore Center	Community Center	
Patriot Park	Playground	
Starkville Sportsplex	8 Diamond Fields, 6 Full Multi-Purpose Fields, Playground, and Trails	Fall and Spring Recreation Soccer (Plus), Youth Soccer League (Varying Ages), Youth Baseball League (Varying Ages), Youth Softball League (Varying Ages), Adult Softball League, Youth Flag Football League (Varying Ages), and more
Travis Outlaw Center	Recreation Center with 2 Basketball Courts and Walking Track	Youth Basketball League (Varying Ages)

LEVELS OF SERVICE ANALYSIS

The chart below reflects the type of facility, total number of assets currently owned by the City, the number each asset type needed based on population according to NRPA's Agency Performance Review, and the number of facilities needed to fill the gap, if one exists. For ease of reference, the assets in a deficit are highlighted in red and for ease of reference, the assets reflecting a surplus are emphasized in green.

Type of Asset	Total	Starkville, MS: Est. Population (2025)	2024 NRPA Benchmark: Resident per Asset	2024 NRPA Benchmark: Asset Count	Gap/Surplus
Parks	11	25,576	2,062	12.40	-1
Leisure Pool (Indoor)	0	25,576	32,812	0.78	-1
Senior Center	0	25,576	31,985	0.80	-1
Community Center	2	25,576	27,858	0.92	-1
Recreation Center	1	25,576	24,486	1.04	0
Multi-Purpose Fields (All Sizes)	7	25,576	3,333	7.67	-1
Skate Park	0	25,576	33,167	0.77	-1
Playground	10	25,576	3,105	8.24	2
Diamond Fields (All Sizes)	21	25,576	3,007	8.51	-2
Basketball Courts (Outdoor)	4.5	25,576	7,501	3.41	-1
Pickleball (Outdoor)	16	25,576	7,737	3.31	13
Tennis Courts (Outdoor)	10	25,576	5,461	4.68	5
Dog Park	2	25,576	27,508	0.93	-1
Outdoor Pool	1	25,576	27,081	0.94	-1
Splash Pad	2	25,576	30,629	0.84	-1
Indoor Multi-Use Courts (Basketball, Volleyball, etc)	2	25,576	14,577	1.75	0
Driving Range Stations	0	25,576	12,700	2.01	-2
Performance Amphitheaters	0	25,576	32,255	0.79	-1
Walking Loop/Running Track/Trails	5	25,576	32,619	0.78	-4

As shown above, the gap analysis demonstrates asset deficits in the following facility types when compared to similar sized communities:

- Leisure Pool (Indoor)
- Senior Center
- Multi-Purpose Fields
- Skate Park
- Driving Range Stations
- Performance Amphitheater

It should be noted that a gap in an asset type does not independently justify the development of that asset; it is one critical factor that must be considered within a full assessment of demand, opportunity, and impact.



STAKEHOLDER AND COMMUNITY INPUT

In partnership with the City of Starkville, SFA conducted various in-person and online engagement sessions with stakeholders and user groups to discuss comments and feedback on recreation facilities in the community. These sessions included various focused meetings and a larger Community Open House to understand the vision for parks and recreation from Starkville residents in attendance. Stakeholders, partners, and potential user groups contributed to SFA's understanding of the needs, desires, opportunities and challenges of existing and potential recreation facilities and programs in Starkville.

Groups represented at these sessions included but are not limited to:

- Mayor of Starkville
- Various Aldermen of Starkville
- City of Starkville Planning Department
- Starkville Parks and Recreation
- Greater Starkville Development Partnership, Visit Starkville, and Starkville Area Chamber of Commerce, through representatives of "The Partnership"
- Starkville Little League
- Starkville Youth Softball
- Starkville Christian School
- Starkville Arts Council
- DD Consulting
- Various coaches, parents, adult recreation participants, youth and adolescent recreation participants, and residents of Starkville

SFA's discussions with the groups listed above focused on community priorities, maintenance priorities, and user group wants and needs for the future of recreation in Starkville. Various individuals emphasized the need for improved maintenance of existing facilities and enhanced program offerings at those facilities. These individuals vocalized prioritizing community access and local-focused programming for existing organizations while balancing their interest in promoting tourism to and hosting events in Starkville, citing Cornerstone Sports Complex as a success story for economic development in the community. Additional points noted included concerns for walkability and ease of resident access to new and existing facilities, yield and scheduling management, especially for indoor court space, and the concern of player experience across natural grass field assets at the Starkville Sportsplex. Related to potential new facilities, a significant number of Starkville residents attended the in-person Community Open House event and voiced their interest and support for the development of a skatepark in Starkville. Programmatically, residents expressed a strong desire for improved delivery of services across ages and ability levels. Across all stakeholder groups, a unified vision exists for high-quality facilities that balances community recreation with revenue generation to sustain operations, also keeping in mind an interest in sports tourism, the coinciding economic development that comes with facilities of that size, while finally considering the cost to develop and maintain those assets.

In addition to the aforementioned community engagement sessions and Community Open House summarized above, SFA also produced a community engagement website that hosted a survey to gauge the sentiment of Starkville residents related to the future of recreation in Starkville.

WEBSITE INTERACTIONS AND SURVEY RESULTS

SUMMARY

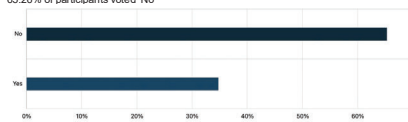
In partnership with the City of Starkville, SFA developed a custom, multilingual community engagement website and online survey to receive input on the future of recreation in Starkville. SFA updated the community engagement website throughout the development of this 10-year recreation plan and included elements related to project background, project timeline, the community survey, quick polls, and more. The website received over 1,300 views and 930 unique visitors during the period in which the survey was live, beginning March 11th, 2025. Between 190 to 284 individuals interacted with the quick poll questions, the activity "fund it" question, and the full survey.

Key findings from the quick poll, survey, and "fund it" response question include the following, integrating the question asked and insights related to the answers:

Quick Poll:

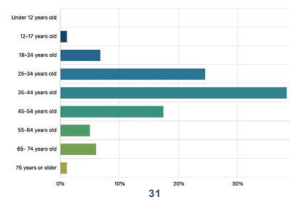
Do you believe the City of Starkville offers adequate sports and recreation amenities?

- 65.26% of participants voted 'No'



Survey:

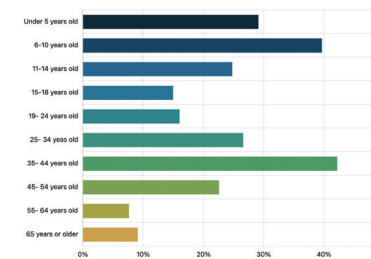
Questions 1 through 6 asked about basic demographic information and household statistics. 90.85% of survey takers responded that they were residents of Starkville. 95.39% of survey takers responded that they were residents of Oktibbeha County. 93.66% of survey takers responded that they were not students at Mississippi State University. The age group with the highest percentage of the survey respondent was between 35-44 years old (38.30%), followed by 25-34 years old (24.47%), and 45-54 years old (17.38%).



WEBSITE INTERACTIONS AND SURVEY RESULTS

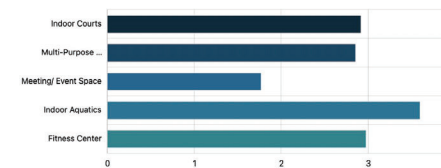
Survey (Continued):

Question 6 asked respondents about the age range(s) of people currently living in their household. The age group with the highest percentage was between 35-44 years old (42.18%), followed by 6-10 years old (39.64%), and under 5 years old (29.09%).



Question 7 asked "Please rank how important the following indoor sports and recreation assets are to you."

- The highest-ranked asset was indoor aquatics, followed by fitness center and indoor courts.

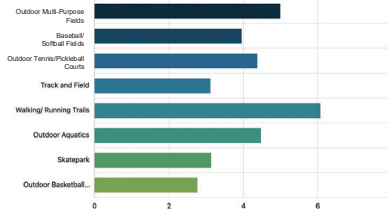


WEBSITE INTERACTIONS AND SURVEY RESULTS

Survey (Continued):

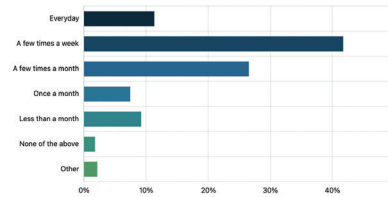
Question 8 asked "Please rank how important the following outdoor sports and recreation assets are to you".

- The highest asset was walking/running trails, followed by outdoor multi-purpose fields and outdoor aquatics



Question 9 asked "How frequently do you or does someone in your household use/visit a sports and recreation asset run by Starkville Parks and Recreation?"

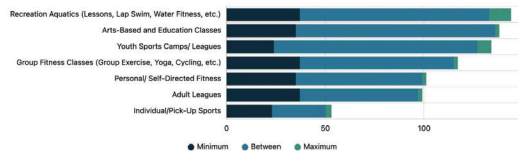
- Most respondents selected a few times a week, followed by a few times a month and everyday.



WEBSITE INTERACTIONS AND SURVEY RESULTS

Fund It:

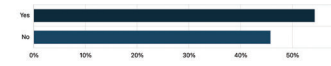
Survey takers were each asked to allocate between one and 10 points to various recreation activities, serving as their vote or funding choice for preferred program options. When asked what types of activities respondents would most like to see at new or existing facilities, recreation aquatics received the largest amount of individual "funding" responses, or the most selections with point allocations from survey takers, while also receiving the most maximum point allocations. This means that recreation aquatics was the answer choice that most often received all of a survey taker's potential point allocation. Following recreation aquatics, arts-based and education classes received the second-largest volume of point allocations, with youth sports camps/leagues receiving the third-highest total allocation of points, but the second-highest maximum allocation volume.



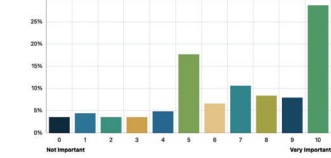
WEBSITE INTERACTIONS AND SURVEY RESULTS

Survey (Continued):

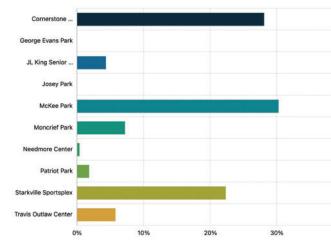
Question 10 asked "Do you or does a member of your household participate in a league and/or program provided by Starkville Parks and Recreation?" 54.22% of respondents marked that they participate in a league and/or program provided by Starkville Parks and Recreation.



Question 11 asked survey takers "How important is it to have a park within walking distance from your household?" Survey takers most often marked a "10" or "Very Important", followed by a "5" or "Important". The average response score was a 6.71, with the mean score equaling 7, suggesting the importance of park walkability for survey takers.



Question 12 asked survey takers "Which park do you visit most?" Survey takers most often visited McKee Park, followed by Cornerstone Sports Complex and Starkville Sportplex.



ACTION PLAN

Starkville's parks, recreation, and sports tourism assets deliver meaningful value for residents and visitors. The City's outsourced provider, Sports Facilities Companies (SFC), plays a central role in day-to-day service delivery, facility and program management, expanding access, and driving visitation and spending through sports tourism, including at Cornerstone. This action plan and the associated decision framework translate the 10-Year Recreation Plan goals into clear, repeatable steps that protect existing assets, improve the user experience, grow partnerships and funding capacity, and support confident decision-making through 2035.

SHORT-TERM ACTION PLAN (YEARS 1 TO 3)

Primary focus: maintain assets, deliver visible quality improvements with low-cost investments, strengthen programs and marketing, and increase sports tourism performance through consistent operations and business development.

It should be noted that many elements of the short-term action plan are considered SFC operational best practices and as such are already in place.

A. MAINTAIN ASSETS AND IMPROVE QUALITY

- Standardize daily and weekly maintenance using consistent inspection checklists for restrooms, park grounds, playgrounds, fields, courts, buildings, and parking areas.
- Set service targets and track performance, including work order response time, completion time by priority level, and on-time completion of cleanliness and safety checks.
- Expand preventative maintenance with a calendar for major systems and recurring needs, including buildings and building systems, pool systems, irrigation, lighting, vehicles, field equipment, and playground inspections.
- Implement a repair-first capital approach focused on low-cost, high-impact upgrades that improve the participant and spectator experience, including pool repairs where feasible, restroom upgrades, shade structures, seating, wayfinding, and ADA improvements.
- Maintain a rolling three-year capital plan that separates near-term repairs and replacements, medium-term renewals, and known future replacements by asset type.
- Use technology to strengthen operations through a maintenance and work order system that supports work order intake and tracking, preventative maintenance scheduling, asset inventory and condition ratings, and reporting for leadership and the public.
- Use mobile inspections so field and facility checks occur consistently and are documented.

Maintenance Operating System

Component	What It Includes	Output
Daily standards	Cleaning and safety checks by facility type	Consistent visitor experience
Preventative maintenance	Scheduled tasks by asset and system	Fewer breakdowns and emergencies
Work orders	Intake, prioritization, assignment, closeout	Faster response and transparency
Asset inventory	Condition ratings and lifecycle tracking	Better capital planning
Performance reporting	Monthly dashboard and quarterly summary	Clear accountability

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ACTION PLAN

E. SPORTS TOURISM GROWTH AND CORNERSTONE PARK PERFORMANCE

Primary intent: increase visitation and non-local spending while maintaining a strong resident experience, using consistent operations and intentional business development.

- Create a Cornerstone Park "All-Star Event" evaluation and recruitment plan that defines target event types based on past performance of the tournament and/or rights holder.
 - The evaluation tool should consider number of non-local (regional) guests, event length, room nights generated, direct spending, total event revenue and revenue from parking, gate, concessions, etc., cost of delivery, event standards, and staffing and safety requirements.
 - The recruitment plan will prioritize high scoring events to maximize the economic impact and performance of Cornerstone Park by prioritizing "All-Star Events."
- Strengthen scheduling and yield management policies that protect asset quality and maximize utilization, including outfield use rotation, rest periods, weather closure rules, and post-event recovery standards.

MID-TERM ACTION PLAN (YEARS 4 TO 7)

Primary focus: expand partnerships and capabilities, secure creative sources of capital, and strengthen systems and standards that position Starkville as Mississippi's leading recreation community.

A. BUILD PARTNERSHIPS THAT EXPAND SERVICE AND IMPACT

- Establish a partnership playbook with standard tools, including joint-use agreements, cost-sharing approaches for maintenance and capital improvements, program roles and responsibilities, scheduling rules, and safety and risk management requirements.
- Prioritize partnerships that match Starkville's opportunity set, including the County, Mississippi State University, the medical sector, schools, nonprofits, and private groups.
 - Oktobaha County: shared investment in regional assets, multimodal connectivity, and coordinated programming strategies.
 - Mississippi State University: internship pipelines, shared programming, and event partnerships, with defined shared-use access windows where beneficial.
 - Medical sector and hospital systems: sponsored wellness initiatives and trail-based health programs aligned with public health priorities.
 - Schools and nonprofits: expanded after-school programming, shared-use arrangements, and scholarship partnerships.

Partner type	What they can provide	What the City and SFC can provide
County	Capital participation and shared programs	Facilities, operations, and program delivery
University	Shared spaces, interns, or events	Scheduling, delivery standards, and community reach
Medical sector	Sponsorships and health programs	Trail and park activation, reporting, and outreach
Schools	Access to indoor space and youth reach	Program delivery, training, and scheduling
Nonprofits and private groups	Volunteers, funding, programming	Standards, facilities, and marketing support

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ACTION PLAN

B. IMPROVE PROGRAMS, PARTICIPATION, AND ACCESS

- Conduct a program portfolio review using consistent measures, including participation trends, cost to deliver, asset utilization, access and affordability, and resident satisfaction feedback.
- Make clear decisions to expand high-performing programs, redesign programs that underperform but meet a need, and pause or replace programs that do not align with goals.
- Strengthen aquatics programming where feasible, including lessons, safety education, and scheduled windows for family and lap swim.
- Add low-capital programs that broaden participation, including arts and education offerings and health and wellness programs tied to parks and trails.
- Expand inclusive programming across ages and ability levels, including adaptive options and clear communication about accessibility features and accommodations.
- Improve affordability and access with clear scholarship and fee support options and a mix of free, low-cost, and fee-based programs, while promoting local scholarship programs.

C. MARKETING, BRANDING, AND COMMUNITY FEEDBACK

- Build an annual marketing calendar that standardizes seasonal promotions, registration timelines, and messaging for programs, facility updates, and trail activation.
- Use consistent branding across parks, programs, and Cornerstone Park so the system feels unified and easy to navigate.
- Keep community feedback ongoing through quarterly pulse surveys, an annual open house, and an always-available online feedback form.
- Report back with simple updates that show what was heard and what actions were taken.

Resident Feedback Loop



D. WALKABILITY, TRAILS, AND RAILS-TO-TRAILS READINESS

- Deliver quick wins for walkability, including ADA route fixes, safer crossings near parks, wayfinding, benches, and lighting assessments.
- Publish simple access maps for major sites showing entrances, walking loops, parking, restrooms, and ADA routes.
- Activate trails with programming such as walking clubs, family walks, adaptive hours, and seasonal challenges.
- Prepare rails-to-trails for funding by identifying priority corridors and ownership, estimating order-of-magnitude costs, identifying partners, and preparing a grant and match strategy.
 - SFA recommends integrating County representatives to develop a comprehensive approach.

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ACTION PLAN

B. EXPAND FUNDING CAPACITY AND READINESS

- Develop and maintain a ready-to-fund project shelf. For each priority project, keep a one-page summary that includes scope, rough cost range, site readiness, who benefits, the operating plan, likely partners, and a funding and match strategy.
- Use a capital stacking approach when appropriate by combining City funding, partner funds, grants, sponsorships, donations, and public-private options.
- Match project type to likely funding sources. For example, sports tourism enhancements often align with partner funding, sponsorships, and visitor-driven revenue strategies.

C. PURSUE CAPRA ACCREDITATION TO STRENGTHEN CREDIBILITY AND PERFORMANCE

- Build a recognized standard for service, accountability, and continuous improvement.
- Strengthen policies and practices across maintenance, safety, staffing, and programming.
- Improve performance reporting that supports trust and strengthens future funding requests.

CAPRA Pathway



D. POSITION STARKVILLE AS MISSISSIPPI'S LEADING RECREATION COMMUNITY

- Build a clear and credible promise to residents and visitors, including high-quality parks and facilities, strong programs across ages, trails and walkability as everyday value, and Cornerstone Park as a sports tourism engine.
- Publish an annual performance snapshot that includes maintenance responsiveness, program participation and satisfaction, facility quality outcomes, and sports tourism indicators.

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FACILITY RECOMMENDATIONS & PERFORMANCE RANGES

FACILITY RECOMMENDATIONS AND PERFORMANCE RANGES

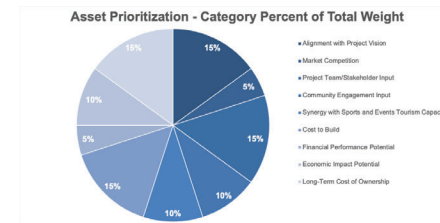
ASSET PRIORITIZATION MATRIX

To support the long-term (8-10 year) goals, SFA utilized a propriety analytical process to determine the prioritization of sports and recreation assets recommended for consideration in the future. SFA's asset prioritization analysis is used by communities across the country to make decisions related to existing facility improvement/expansion and new facility development. The analysis is a data-driven approach that combines research, data, analytics, industry insights/experience, and input from stakeholders, user groups, and residents to prioritize assets and inform recommendations. The data-driven approach used to analyze the asset prioritization focuses on the community need (perceived and data-driven), market opportunity, and financial feasibility of assets to develop recommendations that best fit the City's goals.

Working with the City's project team, SFA identified nine categories to analyze the prioritization of assets and a weighted scoring system for each category for all potential assets analyzed. The weighted scoring system attributes a score in which respective categories carry a spectrum of weight on the total score of each asset. The categories include the following:

- Alignment With Project Vision
- Market Competition
- Project Team/Stakeholder Input
- Community Engagement Input
- Synergy with Sports and Events Tourism
- Cost to Build
- Financial Performance Potential
- Economic Impact Potential
- Long-Term Cost of Ownership

All categories and assets were ranked on a scale of 1-10.



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FACILITY RECOMMENDATIONS AND PERFORMANCE RANGES

SFA scored 13 asset types as part of the asset prioritization process. The following table summarizes the recommended prioritization of assets based on the factors considered in this plan and outlined previously. The chart reflects the results of the prioritization analysis including the asset type, weighted score, and recommended priority level. The full prioritization matrix for the assets analyzed has been delivered as an associated document.

Asset	Weighted Score	Priority
Indoor Courts	8.0	High
Outdoor Multi-Purpose Fields	7.2	Moderate
Outdoor Tennis/Pickleball Courts	7.2	Moderate
Walking/Running Trails	7.2	Moderate
Skatepark	7.0	Moderate
Outdoor Baseball/Softball Fields	6.7	Moderate
Meeting/Event Space	5.9	Low
Track and Field	5.2	Low
Indoor Turf	4.8	Low
Outdoor Basketball Courts	4.2	Low
Indoor Aquatics	4.0	Low
Fitness Center	3.9	Low
Outdoor Aquatics	3.1	Low

The process and priority scoring outlined above supported the recommendations for potential future facility development and informed all recommendations for the short-, mid-, and long-term recommended actions within Starkville's 10-Year Recreation Plan.

To restate a central theme of the plan, SFA recognizes the intent of the City to focus on the following outcomes in the short- and mid-term periods of the plan. Specifically, the City should:

- Prioritize low-cost investments that maintain current assets (e.g. pool repairs) and/or improve the participant and spectator experience (e.g., shade structures and restrooms).
- Enhance program-based recreation opportunities to maintain and expand the City's reputation as an active and healthy community known for accessibility and service to residents of all ages.
- Develop and execute partnerships with key allies (e.g., Oktibbeha County, Mississippi State University, the medical sector, etc.) to expand recreation, sports, and wellness services and assets.

SFA recommends that the City continues to identify and consider partnership and funding opportunities on an ongoing basis; if those opportunities create a path to developing new and/or expanding sports and recreation assets in the short- or mid-term future as defined above, SFA recommends completing a detailed financial feasibility study as the first step in determining the viability of the potential development.

FACILITY RECOMMENDATIONS AND PERFORMANCE RANGES

OPTION 1: INDOOR SPORTS AND SPECIAL EVENTS FACILITY

Based on the preceding information, SFA has created three future facility options to help cast a vision for what new sports and recreation facilities may be prime for development in the future. Because new facilities fit into the long-term (8-10 year) goals of the City, SFA has provided high-level, present-day information to demonstrate future facility options and potential financial performance ranges, as well as economic impact ranges, associated with those options.

OPTION 1: INDOOR SPORTS AND SPECIAL EVENTS FACILITY



Primary Intent: Create a year-round indoor sports and events destination that maximizes sports and event tourism impacts.
Features: 10 Basketball Courts (20 Volleyball, 30 Pickleball); Championship Court and Live Entertainment Event Seating for 4,500; Conference Space
Size: 150,000-200,000 SF; 10-14 Acres
Cost to Build (2025): \$60-80 Million
Annual Financial Performance Range (NOI): \$0 - \$750,000
Annual Economic Impact (Direct Spending): \$30-\$40 million

OPTION 2: OUTDOOR MULTI-PURPOSE FIELD TOURNAMENT COMPLEX



Primary Intent: Expand baseball and softball-based sports tourism capacity while adding capabilities for rectangular fields.
Features: 12 Total Synthetic Turf Fields Accommodating Baseball, Softball, Soccer, Football, Lacrosse, Rugby, and Other Sports at All Ages and Field Sizes
Size: 60-75 Acres
Cost to Build (2025): \$36-48 Million
Annual Financial Performance Range (NOI): -\$360,000 - \$240,000
Annual Economic Impact (Direct Spending): \$36-\$48 million

OPTION 3: COMMUNITY RECREATION AND WELLNESS CENTER



Primary Intent: Expand local sports, recreation, and wellness services with a state-of-the-art recreation center.
Features: Large Fitness Center; Indoor Pool; Indoor Multi-Sport Gym; Multifunction Rooms; Outdoor Pickleball Courts; Connection to Trails
Size: 75,000-100,000 SF; 6-10 Acres
Cost to Build (2025): \$50-70 Million
Annual Financial Performance Range (NOI): \$0 - \$1,000,000
Annual Economic Impact (Direct Spending): \$0-\$5 million



DECISION FRAMEWORK

This decision framework provides a consistent way to evaluate opportunities through 2035 as conditions change. It supports transparent decision-making for elected leadership, clear communication for the public, and a practical tool for staff and SFC to execute. It also includes a fast-track option to accelerate projects when outside funding, partnerships, or grants create a strong opportunity.

STEP-BY-STEP DECISION PROCESS

Step 1. Opportunity intake (one page)

- Project name and location.
- Problem or need it addresses.
- Primary users (residents, visitors, or both).
- Estimated cost range (low, medium, high).
- Potential partners.
- Potential funding sources beyond City funding.
- Operating approach, including who owns it, who operates it, and how maintenance and replacement will be funded.
- Timing considerations, including any deadlines tied to funding or partner commitments.

Step 2. Quick screen (proceed or pause)

- Proceed only if the project aligns with plan goals and community priorities.
- Proceed only if the project has a realistic site path.
- Proceed only if the project has a credible operating and maintenance approach, either through City and SFC delivery, a partner-supported model, or a defined future plan.
- If any item is unclear, pause the project and assign a specific next step to resolve it.

Step 3. Scorecard (consistent, transparent, repeatable)

- Rate each category from 1 to 10.
- Multiply the rating by the weight.
- Add totals for a final score and compare projects side-by-side.

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DECISION FRAMEWORK

Project Scorecard Worksheet

Category	Weight	Rating (1 to 10)	Weighted Score
Alignment with project vision	15%		
Market competition	5%		
Project team and stakeholder input	15%		
Community engagement input	10%		
Synergy with sports tourism	10%		
Cost to build	15%		
Financial performance potential	5%		
Economic impact potential	10%		
Long-term cost of ownership	15%		
Total	100%		

Suggested interpretation for weighted score:

- 7.5 to 10.0: strong candidate. Move forward to funding and feasibility steps.
- 5.5 to 7.4: needs refinement, partner development, or funding strategy improvement.
- Below 5.5: hold for later or stop.

Step 4. Funding and delivery review (confirm it is doable)

- Confirm the funding mix and match requirements, including City, partner, grant, sponsorship, donation, and public-private options.
- Define delivery roles, including ownership, operations, maintenance, and replacement responsibilities.
- Confirm operating impact, including staffing needs, annual costs, and how costs will be funded.
- Complete a risk review that assigns risk owners and confirms safety, schedule, and procurement feasibility.

Step 5. Decision and next actions (four outcomes)

- Advance now: assign lead responsibility, schedule, and budget approach.
- Advance with conditions: require specific items such as partner commitments, matching funds, or site control.
- Hold: re-score during the annual refresh or when conditions change.
- Stop: not aligned, too costly long-term, or too risky.

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DECISION FRAMEWORK

FAST-TRACK OPTION (WHEN OUTSIDE FUNDING CREATES A STRONG OPPORTUNITY)

Fast-track allows the City and SFC to act quickly when outside funding or partnerships make a project unusually achievable, while still protecting long-term sustainability. A project qualifies for fast-track only if it meets all three triggers.

- **Funding trigger:** outside funding covers a meaningful share of costs, a partner commits capital or major in-kind support, or a funding deadline requires action within a set window.
- **Priority trigger:** the project score is 7.5 or higher, or the project clearly addresses a top community priority with demonstrated demand.
- **Sustainability trigger:** the operating plan is realistic, long-term maintenance and replacement funding is identified, and partner roles are documented in writing, even if early.

If all three triggers are met, proceed to "validation sprint" aimed at progressing the project as expeditiously as possible. Validation sprint deliverables should include:

- Confirm scope and site fit.
- Confirm the operating plan and staffing approach.
- Prepare feasibility and funding packages, including partner commitments and grant materials.

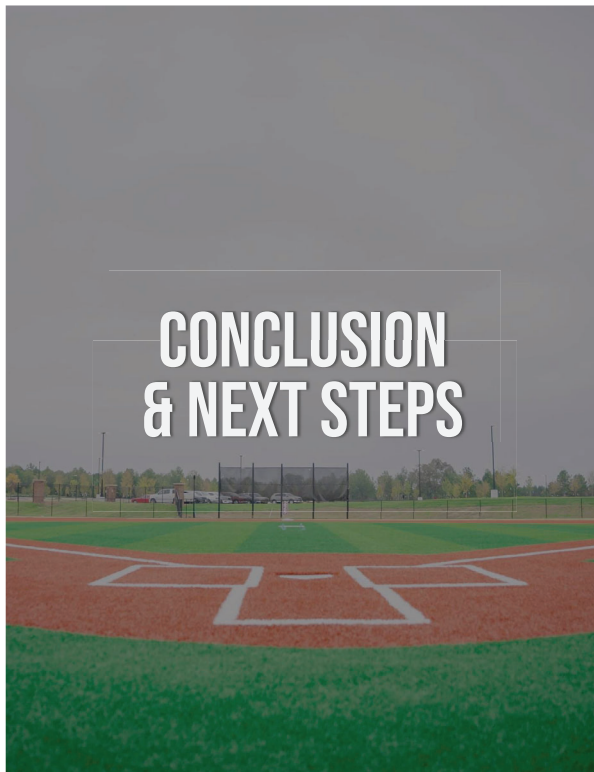
ANNUAL REFRESH AND REPORTING

- Re-score priority projects annually using the same scorecard.
- Publish a simple annual update that lists projects advanced, held, or stopped, along with clear reasons for decisions.
- Report results that matter to residents and decision makers, including maintenance responsiveness, participation, satisfaction, and sports tourism performance.
- Maintain a shelf of ready-to-fund projects so the City and SFC can move quickly when funding opportunities appear.

SUMMARY

This action plan and decision framework convert the 10-Year Recreation Plan goals into practical steps that strengthen what is already working, improve asset quality and resident experience, and grow capacity through partnerships and funding readiness. SFC's role as the City's outsourced Parks and Recreation provider remains central to execution, including service delivery, access expansion, facility and program management, and sports tourism performance. Together, these tools help Starkville protect existing investments, confidently prioritize opportunities, and accelerate high-value projects when outside funding creates a clear path forward.

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CONCLUSION AND NEXT STEPS

Starkville has an established foundation of parks, programs, and sports tourism assets that serve residents and generate regional visitation. This plan builds on that foundation by prioritizing asset quality, resident experience, and funding readiness so the City and its partners can move confidently, protect existing investments, and accelerate opportunities when conditions align.

WHY THIS MATTERS

- Quality, well-maintained assets increase participation, reduce long-term costs, and protect public investments.
- Clear priorities and transparent decision-making strengthen trust with residents and support consistent, accountable execution.
- Sports tourism and community recreation can work together when facilities, maintenance, scheduling, and programming align.
- Funding readiness positions Starkville to compete for grants, partner capital, and state and federal programs as opportunities emerge.

NEXT STEPS, FIRST 90 DAYS

The first step is to translate the plan into a simple annual work program, with assigned owners, timelines, and performance measures.

Workstream	Primary actions	Deliverables
Asset maintenance and renewals	Confirm asset inventory, define preventative maintenance schedules, standardize work orders, and identify priority repairs.	Asset list with condition notes. Preventative maintenance calendar. Work order intake and closure rules.
Resident experience quick wins	Identify low cost upgrades by site, focusing on pool repairs, shade, restrooms, seating, signage, and accessibility.	Top 10 quick win list with budget ranges and schedule.
Programs and access	Conduct a program portfolio review and set targets for participation, satisfaction, and cost to deliver.	Program scorecard. Recommended adds, redesigns, and pivots.
Trails and connectivity	Confirm near-term trail segments, sidewalk and crossing needs, and trails-to-trails readiness steps.	Trail priority map list. Partnership and grant targets for each segment.
Sports tourism and scheduling	Confirm annual tournament targets, field and court scheduling standards, and customer service expectations.	Annual event calendar targets. Booking and scheduling playbook.
Partnership and funding readiness	Stand up the ready-to-fund project shelf and confirm priority partners for 2025.	One-page project sheets for priority items. Partner outreach list and cadence.

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CONCLUSION AND NEXT STEPS

NEXT STEPS, YEAR 1

- Adopt and publish a one-year implementation plan. Include the top maintenance priorities, quick win improvements, program changes, and trail actions for the next 12 months.
- Launch an annual performance snapshot. Report a small set of measures, such as maintenance responsiveness, participation, satisfaction, and sports tourism indicators.
- Formalize partnership agreements. Focus on shared-use, programming partnerships, and capital cost-sharing opportunities with priority partners.
- Use the decision framework to evaluate any new opportunities. Re-score projects annually and keep a shelf of ready-to-fund projects.

WHEN TO ADVANCE LARGER PROJECTS

If the City identifies meaningful outside funding or a committed partner for a capital-intensive project, the plan recommends completing a detailed feasibility study as the first step to confirm scope, operating impact, and long-term sustainability before proceeding.





State of Mississippi

TATE REEVES

Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

William V. Cork

Executive Director

March 5, 2026

Mayor D. Lynn Spruill
City of Starkville
110 W. Main St
Starkville, MS 39759

RE: Grant Agreement – City of Starkville
Project Number – 1202-25-347-PF-01

Dear Mayor SpruillSpruill:

I am pleased to notify you that three copies of the grant agreement for your approved Community Development Block Grant (CDBG) project are enclosed. Please read the agreement carefully, then sign all copies, and return **ALL COPIES** to this office no later than April 10, 2026. Upon receipt of your signatures a copy of the grant agreement will be returned to you once fully executed by the MDA's Executive Director.

At this time you should initiate the following:

(1) **ENVIRONMENTAL CLEARANCE**

The enclosed contracts are contingent upon environmental clearance. Environmental clearance must be completed within four months of the award date or your contract will automatically be voided. No request for cash will be processed until the environmental clearance is granted (with the exception of application preparation fee).

(2) **MINORITY AND WOMEN-OWNED BUSINESSES PARTICIPATION**

You are required to follow state, federal, and CID policy requirements pertaining to the promotion of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). You are required to provide the maximum opportunity for increased participation by minority and women-owned businesses in the procurement of goods and services.

March 5, 2026

-2-

(3) AFFIRMATIVELY FURTHERING FAIR HOUSING REQUIREMENTS

As a Sub-Recipient of federal funds, you certify to Affirmatively Further Fair Housing within your jurisdiction and comply with all legislation providing Fair Housing and Equal Opportunity in program administration per Section 106(d)(5) of the Housing and Community Development Act. Non-discrimination laws require that no person or protected group is denied or excluded from project related activities such as employment, training, housing or contracts generated by any federally funded activity on the basis of race, color, religion, sex, disability, familiar status or national origin.

(4) SECTION 3 REQUIREMENTS

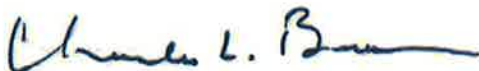
As a Sub-Recipient of federal funds, you are required to make good faith efforts to provide "to the greatest extent feasible" opportunities to Targeted Section 3 and Section 3 Workers, and Section 3 Businesses. As a Sub-Recipient, you are required to adhere to the Section 3 requirements set for at 24 CFR 75 and CSD Policy.

(5) PAYMENT METHOD

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the state. These payments shall be deposited into the bank account of the Sub-Recipient's choice.

Congratulations on receiving this CDBG grant to carry out this community development program to improve the quality of life in the City of Starkville. If you have questions, please contact Lisa Maxwell at (601) 359-2498 or lmaxwell@mississippi.org.

Sincerely,



Charles L. Bearman
Director
Community Incentives Division

CLB:lm

Enclosures

Community Development Block Grant Program Budget Sheet

Applicant: City of Starkville

DFA Vendor #: 3100020574

Grantee City of Starkville

Address 110 West Main Street

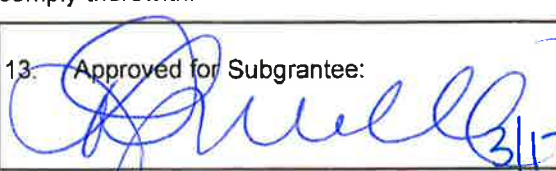
Starkville, MS 39759

Funding Year: 2025 **Grant Year :** 2025 **Contract #:** 1202-25-347-PF-01

Description	MDA	IDIS	Other Funding Sources				Total
			CDBG	Local Government			
Administration							
General Administration				\$ 40,000.00			\$ 40,000.00
Application Prep.				\$ 5,000.00			\$ 5,000.00
Subtotal (A)			\$ -	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00
<hr/>							
Description	MDA	IDIS	Other Funding Sources				Total
			CDBG	Local Government			
Public Facilities							
Acquisition							\$ -
Architectural/Engineering				\$ 88,810.00			\$ 88,810.00
Construction Engineering				\$ 44,920.00			\$ 44,920.00
Contingency (Max 8% of CDBG Construction)			\$ 51,087.36				\$ 51,087.36
Construction			\$ 647,361.00	\$ 320,279.00			\$ 967,640.00
Surveys/Easements				\$ 10,000.00			\$ 10,000.00
							\$ -
							\$ -
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Subtotal (B)			\$ 698,448.36	\$ 464,009.00	\$ -	\$ -	\$ 1,162,457.36
Grand Total (A + B)			\$ 698,448.36	\$ 509,009.00	\$ 0.00	\$ 0.00	\$ 1,207,457.36

Match Percentage: 42%

**MISSISSIPPI DEVELOPMENT
AUTHORITY
SUBGRANT SIGNATURE SHEET**
501 North West Street, 5th Floor (zip: 39201) • Post Office Box 849 (zip: 39205)
Jackson, Mississippi

<p>1. Subgrantee's Name, Address, and Telephone Number</p> <p>City of Starkville 110 W. Main St Starkville, MS 39759</p> <p>662-320-2007</p> <p>UEI Number: JD6GFW5BX1L3</p> <p>CAGE Number: 3N9B4</p> <p>Fiscal Year End: 9/30</p>	<p>2. Effective Date: 2/27/26</p> <hr/> <p>3. Subgrant Number: 1202-25-347-PF-01</p> <hr/> <p>4. Grant Identifier: (Funding Source & Year):</p> <p style="text-align: center;">CDBG-PF: 2025 CDFA 14.228</p> <hr/> <p>5. Beginning and Ending Dates:</p> <p style="text-align: center;">2/27/26- 2/28/28</p> <hr/> <p>6. Subgrant Payment Method:</p> <p style="text-align: center;">Current Needs</p> <hr/> <p>7. Page 1 of 24</p>								
<p>8. Project Description:</p> <p style="padding-left: 20px;">Sewer Improvements as specified in their 2025 Community Development Block Grant Public Facilities Application.</p>	<p>9. National Objective:</p> <p style="text-align: center;">Low/Moderate</p> <hr/> <p>10. The following funds are obligated:</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 50%;">Federal</td> <td style="text-align: center; width: 50%;">Other</td> </tr> <tr> <td style="text-align: center;">\$698,448.36</td> <td style="text-align: center;">\$509,009.00</td> </tr> </table>	Federal	Other	\$698,448.36	\$509,009.00				
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\$698,448.36	\$509,009.00								
<p>11. The subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant included herein. The following sections are attached and incorporated into this agreement:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><input checked="" type="checkbox"/> General Terms and Conditions</p> <p><input checked="" type="checkbox"/> Budget</p> <p><input checked="" type="checkbox"/> Special Conditions</p> </td> <td style="width: 50%; vertical-align: top;"> <p><input checked="" type="checkbox"/> Financial Reports and Recordkeeping</p> <p><input checked="" type="checkbox"/> Special Provisions Stipulated by HUD</p> <p><input checked="" type="checkbox"/> State of MS CDBG Assurances</p> </td> </tr> </table> <p>All policies, terms, conditions, and provisions of the current notebooks entitled <i>Community Development Block Grant Program</i>, <i>CDBG Implementation Manual</i>, and <i>CDBG Policy Statements</i> are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.</p>		<p><input checked="" type="checkbox"/> General Terms and Conditions</p> <p><input checked="" type="checkbox"/> Budget</p> <p><input checked="" type="checkbox"/> Special Conditions</p>	<p><input checked="" type="checkbox"/> Financial Reports and Recordkeeping</p> <p><input checked="" type="checkbox"/> Special Provisions Stipulated by HUD</p> <p><input checked="" type="checkbox"/> State of MS CDBG Assurances</p>						
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<p>12. Approved for Contractor:</p>	<p>13. Approved for Subgrantee:</p> <div style="text-align: right; font-size: 2em; color: blue;">  </div>								
<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 50%;">Signature</td> <td style="text-align: center; width: 50%;">Date</td> </tr> <tr> <td style="padding-top: 10px;">Name: William V. Cork Title: Executive Director and Chief Economic Development Officer</td> <td></td> </tr> </table>	Signature	Date	Name: William V. Cork Title: Executive Director and Chief Economic Development Officer		<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 50%;">Signature</td> <td style="text-align: center; width: 50%;">Date</td> </tr> <tr> <td style="padding-top: 10px;">Name: D. Lynn Spruill Title: Mayor, City of Starkville</td> <td style="text-align: center; vertical-align: bottom;">3/17/26</td> </tr> </table>	Signature	Date	Name: D. Lynn Spruill Title: Mayor, City of Starkville	3/17/26
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Name: D. Lynn Spruill Title: Mayor, City of Starkville	3/17/26								

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE \$15,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2026, OF THE CITY OF STARKVILLE, MISSISSIPPI; AND FOR RELATED PURPOSES.

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

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

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

“Bond” or “Bonds” shall mean the General Obligation Public Improvement Bonds, Series 2026, of the Municipality, authorized to be issued in the maximum principal amount of \$15,000,000, and directed to be issued in the Bond Resolution.

“Bond Resolution” shall mean, together, the resolutions of the Governing Body authorizing and directing the issuance of the Bonds, adopted August 19, 2025, September 16, 2025, and December 2, 2025.

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

“Mayor” shall mean the Mayor of the Municipality.

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

“Underwriter” shall mean TRB Capital Markets LLC, Dallas, Texas, the successful bidder for the Bonds.

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

2. The Governing Body on December 2, 2025, did adopt a resolution directing that the Bonds be offered for sale on sealed bids.

3. As directed by the Bond Resolution and as required by Section 31-19-25, Mississippi Code of 1972, as amended, the Notice of Bond Sale (the “Notice”) was duly published in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the Notice having been published in the newspaper at least two times, the publication having been made in the newspaper on March 3, 2026, and March 10, 2026, and the first

publication having been made at least 10 days preceding Tuesday, March 17, 2026, all as shown by the proof of publication of the Notice attached hereto as **Attachment A**.

4. The City Clerk, acting on behalf of the Governing Body, did appear at City Hall in the Municipality at 10:15 a.m. on Tuesday, March 17, 2026, to receive bids.

5. At the time and place, 13 bids for the Bonds, attached hereto as **Attachment B**, were received, examined, and should be considered by the Governing Body, the bids having heretofore been presented by and being on file with the City Clerk.

6. The Governing Body finds and determines that the lowest and best bid made for the Bonds on the basis of the lowest true interest cost over the life of the Bonds was made by the Underwriter, and further finds that the bid was accompanied by a wire transfer or a cashier's check, certified check, or exchange, payable to the Governing Body in the amount of \$300,000, and issued or certified by a bank, as a guaranty that the bidder would carry out its contract and purchase the Bonds if its bid be accepted.

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

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

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

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

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

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

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

SECTION 5. Bond Details. The Bonds will be registered as to both principal and interest; will be dated and bear interest, calculated on the 30/360 basis, from April 14, 2026; will be issued on April 14, 2026; shall be delivered in definitive form as registered bonds; will be issued in the

denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one upward in the order of issuance; will be payable, both as to principal and interest, in lawful money of the United States of America to the Paying Agent; will bear interest, calculated on the 30/360 basis, from the date thereof, payable on payable on March 1, 2027, and semiannually thereafter on March 1 and September 1 of each year; and shall mature serially and become due and payable, with option of prior payment as heretofore provided in the Notice, on March 1 in the years and principal amounts and at the rates as follows:

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
03/01/2027	Serial Coupon	5.000%	2.440%	390,000.00	102.214%	-	-	-	398,834.60
03/01/2028	Serial Coupon	5.000%	2.470%	700,000.00	104.618%	-	-	-	732,326.00
03/01/2029	Serial Coupon	5.000%	2.540%	735,000.00	106.788%	-	-	-	784,891.80
03/01/2030	Serial Coupon	5.000%	2.610%	300,000.00	108.763%	-	-	-	326,289.00
03/01/2031	Serial Coupon	5.000%	2.680%	1,250,000.00	110.544%	-	-	-	1,351,800.00
03/01/2032	Serial Coupon	5.000%	2.770%	1,320,000.00	112.021%	-	-	-	1,478,677.20
03/01/2033	Serial Coupon	5.000%	2.870%	1,510,000.00	113.210%	-	-	-	1,709,471.00
03/01/2034	Serial Coupon	5.000%	2.970%	1,535,000.00	114.166%	-	-	-	1,809,531.10
03/01/2035	Serial Coupon	5.000%	3.070%	1,670,000.00	114.898%	-	-	-	1,918,796.60
03/01/2036	Serial Coupon	5.000%	3.170%	1,755,000.00	115.416%	-	-	-	2,025,550.80
03/01/2037	Serial Coupon	5.000%	3.290%	1,845,000.00	114.321%	3.413%	03/01/2036	100.000%	2,109,222.45
03/01/2038	Serial Coupon	5.000%	3.410%	1,940,000.00	113.238%	3.619%	03/01/2036	100.000%	2,196,817.20
Total				\$15,000,000.00					\$16,872,007.75

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

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

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

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, March 17, 2026.

City of Starkville, Mississippi


Mayor

ATTEST:


City Clerk



Attachment A

Proof of Publication

Starkville Daily News

March 3, 2026, and March 10, 2026

AFFP
NOS - Pub Improv Bonds B004E

Affidavit of Publication

STATE OF MISSISSIPPI }
COUNTY OF OKTIBBEHA } SS

NOTICE OF BOND SALE

\$15,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS,
SERIES 2026
CITY OF STARKVILLE, MISSISSIPPI

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:

March 03, 2026, March 10, 2026

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive bids, which may be in electronic form, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of \$15,000,000 General Obligation Public Improvement Bonds, Series 2026, of the Municipality (the "Bonds") on Tuesday, March 17, 2026, until the hour of 10:15 a.m. The City Clerk of the Municipality (the "City Clerk") will act on behalf of the Governing Body to receive bids at the aforesaid date, time, and place. Following 10:15 a.m., on Tuesday, March 17, 2026, the bids will be publicly opened and read, for consideration by the Governing Body at their regular meeting at 5:30 p.m. on Tuesday, March 17, 2026. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

THE BONDS: The Bonds will be registered as to both principal and interest; will be dated and bear interest, calculated on the 30/360 basis, from the date of delivery thereof, April 14, 2026; will be delivered in definitive form as registered bonds; will be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from 1 upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest, calculated on the 30/360 basis, from the date thereof, payable on March 1, 2027, and semiannually thereafter on March 1 and September 1 of each year, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale (this "Notice").

MATURITIES: The Bonds will mature serially, with option of prior payment, on March 1 in each of the years and amounts as follows:


YEAR	AMOUNT
2027	\$390,000
2028	\$700,000
2029	\$735,000
2030	\$300,000
2031	\$1,250,000
2032	\$1,350,000
2033	\$1,505,000
2034	\$1,580,000
2035	\$1,665,000
2036	\$1,750,000
2037	\$1,840,000
2038	\$1,935,000

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

SIGNED:

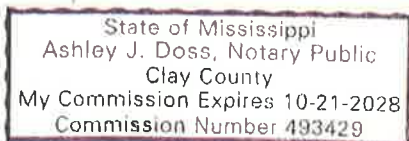

Classified Clerk

Subscribed to and sworn to me this 10th day of March 2026.


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

00001631 00108906

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



REDEMPTION: Bonds maturing after March 1, 2036, are subject to redemption prior to their respective maturities at the election of the Municipality on and after March 1, 2036, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of

each such redemption shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent (as defined herein).

REVISED MATURITY SCHEDULE AND/OR BID PARAMETERS: The aggregate principal amount of each series of the Bonds (the "Preliminary Aggregate Principal Amount") and the annual principal amounts of each series of the Bonds (the "Preliminary Annual Principal Amounts" and collectively, with reference to the "Preliminary Aggregate Principal Amounts, the "Preliminary Amounts") set forth in this Notice may be revised before the viewing of bids for the purchase of the Bonds, as may the bid parameters set forth herein. Any such revisions (in case of revised principal amounts, the "Revised Aggregate Principal Amount", the "Revised Annual Principal Amounts" and the "Revised Amounts") WILL BE GIVEN BY NOTIFICATION PUBLISHED ON www.l-dealProspectus.com NOT LATER THAN 4:00 P.M., C.D.T. ON THE DAY PRECEDING THE RECEIPT OF BIDS. In the event that no such revisions are made, the Preliminary Amounts will constitute the Revised Amounts and will remain as stated in this Notice, and the bid parameters shall remain as set forth herein. BIDDERS SHALL SUBMIT BIDS BASED ON THE REVISED AMOUNTS AND BID PARAMETERS, IF ANY. Prospective bidders may request notification of any revisions in the Preliminary Amounts and bid parameters by so advising and emailing Stephens Inc., Ridgeland, Mississippi, the Municipality's "independent registered municipal advisor" (the "Municipal Advisor"), at max.nealy@stephens.com by 12:00 p.m., C.D.T., at least one day prior to the date for receipt of the bids.

CHANGES TO MATURITY SCHEDULE: The Municipality reserves the right to change the Revised Aggregate Principal Amount of each series of Bonds and the Revised Annual Principal Amounts of each series of Bonds after determination of the winning bidder(s), by increasing or decreasing such Revised Aggregate Principal Amounts and such Revised Annual Principal Amounts by up to 30%. The maximum amount of the Bonds will not exceed \$15,000,000. No changes beyond those disclosed above will be made without the consent of the applicable Successful Bidder. Such changes, if any, will determine the final annual principal amount of each maturity of each series of Bonds (the "Final Annual Principal Amounts") and the final aggregate principal amount of each series of Bonds (the "Final Aggregate Principal Amount"). The dollar amount bid by the successful bidder for each series of Bonds will be adjusted to reflect any adjustments in the Final Aggregate Principal Amount of such series of Bonds. The interest rates specified by the successful bidder for the various maturities at the initial reoffering prices will not change. A SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BIDS OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS.

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

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

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Sections 21-33-301 et seq., Mississippi Code of 1972, as amended, and other applicable laws of the State of Mississippi (together, the "Act"), and the resolutions authorizing and directing the issuance of the Bonds adopted by the Governing Body on August 19, 2025, September 16, 2025, and December 2, 2025 (together, the

"Bond Resolution"), and shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the ~~interest on the Bonds as the same falls due; provided, however, that such tax levy~~ for any year shall be abated pro tanto to the extent the Municipality on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Bond Resolution. Provided, however, any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund, including, but not limited to, use taxes remitted from the State of Mississippi to the Municipality as a result of the Infrastructure Modernization Act of 2018, House Bill 1, 2018 First Extraordinary Session, and any amendments thereto, codified as Sections 27-67-1 et seq., Mississippi Code of 1972, as amended, adopted by the Legislature of the State of Mississippi. The Governing Body is authorized pursuant to the Infrastructure Modernization Act to utilize the use taxes for certain authorized purposes, including the payment of debt service on debt obligations issues for certain authorized purposes.

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

FORM OF BIDS: Bids should be addressed to the Governing Body and should be plainly marked "Bid for \$15,000,000 General Obligation Public Improvement Bonds, Series 2026, of the City of Starkville, Mississippi." All bids should be submitted in substantially the form prepared by the Municipality as the Official Bid Form. A copy of the Official Bid Form may be obtained from the City Clerk at jmclaurin@cityofstarkville.org, from Stephens Inc., Ridgeland, Mississippi (the "Municipal Advisor"), at max.neely@stephens.com, or from Watkins & Eager PLLC, Jackson, Mississippi ("Bond Counsel"), at bdavis@walkinseager.com.

Electronic bids for the Bonds must be submitted to PARITY@ via the BiDCOMP Competitive Bidding System. An electronic bid made through the facilities of BiDCOMP/PARITY@ shall be deemed an offer to purchase in response to this Notice and shall be binding upon the bidder as if made by a signed sealed written bid made to the Municipality. To the extent any instructions or directions set forth in BiDCOMP/PARITY@ conflict with the terms of this Notice, this Notice shall prevail. The Municipality shall not be responsible for any malfunction or mistake made by or as a result of the use of electronic bidding facilities. The use of such facilities is at the sole risk of the bidders. Subscription to I-Deal's BiDCOMP/PARITY@ Competitive Bidding System by a bidder is required in order to submit an electronic bid. The Municipality will not confirm any subscription or be responsible for the failure of any prospective bidder to subscribe. Both written bids and electronic bids must be unconditional and received by the Municipality and/or BiDCOMP/PARITY@, respectively, on or before 10:15 a.m., C.D.T., on Tuesday, March 17, 2026, as stated above. The Municipality is not liable for any costs incurred in the preparation, delivery, acceptance, or rejection of any bid.

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

INTEREST RATE AND BID RESTRICTIONS: The Bonds will not bear a greater overall maximum interest rate to maturity than 11% per annum, nor will the interest

rate for any one maturity exceed 11% per annum. No Bond will bear more than 1 rate of interest; each Bond will bear interest, calculated on the 30/360 basis, from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity will bear the same rate of interest from date to maturity; and the lowest interest rate specified will not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1% and a 0% rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a wire transfer, cashier's check, certified check, or exchange, issued or certified by a bank, payable to the "Mayor and Board of Aldermen of the City of Starkville, Mississippi," in the amount of \$300,000 as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All wire transfers, cashier's checks, certified checks, or exchanges of unsuccessful bidders will be returned immediately after award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith deposit will be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit. For instructions regarding good faith deposits, please contact Bond Counsel at bdavis@watkinseager.com.

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

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

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

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

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

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

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

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

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

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

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

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

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

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on December 2, 2025.

City of Starkville, Mississippi
/s/ Joanna McLaurin, City Clerk

Publication Instructions:
Starkville Daily News
March 3, 2026, and March 10, 2026

Attachment B

Submitted Bids

Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026

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

Bid Award*	Bidder Name	TIC
<input type="checkbox"/>	TRB Capital Markets, LLC	3.243802
<input type="checkbox"/>	Oppenheimer & Co., Inc.	3.257071
<input type="checkbox"/>	StoneX Financial Inc.	3.267465
<input type="checkbox"/>	Mesirow Financial, Inc.	3.275628
<input type="checkbox"/>	Robert W. Baird & Co., Inc.	3.293963
<input type="checkbox"/>	TD Financial Products LLC	3.298531
<input type="checkbox"/>	HilltopSecurities	3.308427
<input type="checkbox"/>	Stifel, Nicolaus & Co., Inc.	3.344811
<input type="checkbox"/>	Raymond James & Associates, Inc.	3.344849
<input type="checkbox"/>	Huntington Securities, Inc.	3.349761
<input type="checkbox"/>	Carty & Company, Inc.	3.365292
<input type="checkbox"/>	Crews & Associates, Inc.	3.389472
<input type="checkbox"/>	FHN Financial Capital Markets	3.411715



**Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026**

For the aggregate principal amount of \$15,000,000.00, we will pay you \$16,765,451.60, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4400	102.214
03/01/2028	700M	5.0000	2.4700	104.618
03/01/2029	735M	5.0000	2.5400	106.788
03/01/2030	300M	5.0000	2.6100	108.763
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7700	112.021
03/01/2033	1,505M	5.0000	2.8700	113.210
03/01/2034	1,580M	5.0000	2.9700	114.166
03/01/2035	1,665M	5.0000	3.0700	114.898
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.2900	114.321
03/01/2038	1,935M	5.0000	3.4100	113.238

Total Interest Cost: \$5,843,666.67
 Premium: \$1,765,451.60
 Net Interest Cost: \$4,078,215.07
 TIC: 3.243802
 Time Last Bid Received On: 03/17/2026 10:13:20 CDST

Oppenheimer & Co., Inc. - Philadelphia , PA's Bid



Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026

For the aggregate principal amount of \$15,000,000.00, we will pay you \$16,751,041.24, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.3500	102.293
03/01/2028	700M	5.0000	2.4000	104.750
03/01/2029	735M	5.0000	2.4900	106.932
03/01/2030	300M	5.0000	2.5800	108.878
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7700	112.021
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	2.9700	114.166
03/01/2035	1,665M	5.0000	3.0700	114.898
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.2900	114.321
03/01/2038	1,935M	5.0000	3.4100	113.238

Total Interest Cost: \$5,843,666.67
Premium: \$1,751,041.24
Net Interest Cost: \$4,092,625.43
TIC: 3.257071
Time Last Bid Received On:03/17/2026 10:07:31 CDST

StoneX Financial Inc. - Winter Park , FL's Bid



Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026

For the aggregate principal amount of \$15,000,000.00, we will pay you \$16,739,765.00, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.3800	102.267
03/01/2028	700M	5.0000	2.4100	104.731
03/01/2029	735M	5.0000	2.4800	106.961
03/01/2030	300M	5.0000	2.5700	108.917
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7600	112.079
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	2.9700	114.166
03/01/2035	1,665M	5.0000	3.0700	114.898
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.2900	114.321
03/01/2038	1,935M	5.0000	3.4100	113.238

Total Interest Cost: \$5,843,666.67
Premium: \$1,739,765.00
Net Interest Cost: \$4,103,901.67
TIC: 3.267465
Time Last Bid Received On:03/17/2026 10:13:01 CDST

Mesirow Financial, Inc. - Chicago , IL's Bid



Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026

For the aggregate principal amount of \$15,000,000.00, we will pay you \$16,730,916.19, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4000	102.249
03/01/2028	700M	5.0000	2.4500	104.656
03/01/2029	735M	5.0000	2.5300	106.817
03/01/2030	300M	5.0000	2.6100	108.763
03/01/2031	1,250M	5.0000	2.7000	110.448
03/01/2032	1,350M	5.0000	2.8000	111.848
03/01/2033	1,505M	5.0000	2.9000	113.010
03/01/2034	1,580M	5.0000	3.0000	113.940
03/01/2035	1,665M	5.0000	3.1000	114.647
03/01/2036	1,750M	5.0000	3.2000	115.141
03/01/2037	1,840M	5.0000	3.3200	114.049
03/01/2038	1,935M	5.0000	3.4500	112.880

Total Interest Cost: \$5,843,666.67
Premium: \$1,730,916.19
Net Interest Cost: \$4,112,750.48
TIC: 3.275628
Time Last Bid Received On:03/17/2026 10:13:59 CDST

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



Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026

For the aggregate principal amount of \$15,000,000.00, we will pay you \$16,711,063.19, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4400	102.214
03/01/2028	700M	5.0000	2.4700	104.618
03/01/2029	735M	5.0000	2.5400	106.788
03/01/2030	300M	5.0000	2.6100	108.763
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7700	112.021
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	2.9800	114.091
03/01/2035	1,665M	5.0000	3.0800	114.815
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.2800	114.412
03/01/2038	1,935M	5.0000	3.4100	113.238

Total Interest Cost: \$5,843,666.67
Premium: \$1,711,063.19
Net Interest Cost: \$4,132,603.48
TIC: 3.293963
Time Last Bid Received On:03/17/2026 10:08:01 CDST

TD Financial Products LLC - New York , NY's Bid



**Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026**

For the aggregate principal amount of \$15,000,000.00, we will pay you \$16,706,121.70, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4800	102.178
03/01/2028	700M	5.0000	2.4800	104.599
03/01/2029	735M	5.0000	2.5200	106.846
03/01/2030	300M	5.0000	2.5900	108.840
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7500	112.136
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	2.9600	114.242
03/01/2035	1,665M	5.0000	3.0800	114.815
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.3400	113.868
03/01/2038	1,935M	5.0000	3.4700	112.702

Total Interest Cost: \$5,843,666.67
Premium: \$1,706,121.70
Net Interest Cost: \$4,137,544.97
TIC: 3.298531
Time Last Bid Received On:03/17/2026 10:14:15 CDST

HilltopSecurities - Dallas , TX's Bid



**Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026**

For the aggregate principal amount of \$15,000,000.00, we will pay you \$16,695,424.40, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4100	102.240
03/01/2028	700M	5.0000	2.4500	104.656
03/01/2029	735M	5.0000	2.5400	106.788
03/01/2030	300M	5.0000	2.6100	108.763
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7700	112.021
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	2.9700	114.166
03/01/2035	1,665M	5.0000	3.0700	114.898
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.2900	114.321
03/01/2038	1,935M	5.0000	3.4100	113.238

Total Interest Cost: \$5,843,666.67
Premium: \$1,695,424.40
Net Interest Cost: \$4,148,242.27
TIC: 3.308427
Time Last Bid Received On:03/17/2026 10:14:53 CDST

Stifel, Nicolaus & Co., Inc. - Birmingham , AL's Bid



**Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026**

For the aggregate principal amount of \$15,000,000.00, we will pay you \$16,656,170.39, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4900	102.169
03/01/2028	700M	5.0000	2.5200	104.524
03/01/2029	735M	5.0000	2.6000	106.616
03/01/2030	300M	5.0000	2.6500	108.609
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7800	111.964
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	2.9800	114.091
03/01/2035	1,665M	5.0000	3.0800	114.815
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.3000	114.230
03/01/2038	1,935M	5.0000	3.4500	112.880

Total Interest Cost: \$5,843,666.67
Premium: \$1,656,170.39
Net Interest Cost: \$4,187,496.28
TIC: 3.344811
Time Last Bid Received On:03/17/2026 9:59:55 CDST

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



**Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026**

For the aggregate principal amount of \$15,000,000.00, we will pay you \$16,406,283.40, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4000	102.249
03/01/2028	700M	5.0000	2.4200	104.712
03/01/2029	735M	5.0000	2.4900	106.932
03/01/2030	300M	5.0000	2.5900	108.840
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7700	112.021
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	3.0000	113.940
03/01/2035	1,665M	5.0000	3.1200	114.480
03/01/2036	1,750M	5.0000	3.2200	114.958
03/01/2037	1,840M	3.5000	3.5000	100.000
03/01/2038	1,935M	5.0000	3.4800	112.612

Total Interest Cost: \$5,543,363.33
Premium: \$1,406,283.40
Net Interest Cost: \$4,137,079.93
TIC: 3.344849
Time Last Bid Received On:03/17/2026 10:13:26 CDST

Huntington Securities, Inc. - Chicago , IL's Bid



**Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026**

For the aggregate principal amount of \$15,000,000.00, we will pay you \$16,462,572.27, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4000	102.249
03/01/2028	700M	5.0000	2.4500	104.656
03/01/2029	735M	5.0000	2.5500	106.760
03/01/2030	300M	5.0000	2.6500	108.609
03/01/2031	1,250M	5.0000	2.7300	110.303
03/01/2032	1,350M	5.0000	2.8500	111.561
03/01/2033	1,505M	5.0000	2.9700	112.545
03/01/2034	1,580M	5.0000	3.1200	113.041
03/01/2035	1,665M	5.0000	3.2700	113.237
03/01/2036	1,750M	5.0000	3.3700	113.598
03/01/2037	1,840M	5.0000	3.4900	112.523
03/01/2038	1,935M	4.0000	3.8000	101.631
Total Interest Cost:				\$5,613,777.92
Premium:				\$1,462,572.27
Net Interest Cost:				\$4,151,205.65
TIC:				3.349761
Time Last Bid Received On:03/17/2026 10:09:44 CDST				

Carty & Company, Inc. - Memphis , TN's Bid



**Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026**

For the aggregate principal amount of \$15,000,000.00, we will pay you \$16,634,127.65, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4000	102.249
03/01/2028	700M	5.0000	2.4500	104.656
03/01/2029	735M	5.0000	2.5000	106.903
03/01/2030	300M	5.0000	2.6000	108.801
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7800	111.964
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	3.0000	113.940
03/01/2035	1,665M	5.0000	3.1000	114.647
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.3000	114.230
03/01/2038	1,935M	5.0000	3.4000	113.328
Total Interest Cost:				\$5,843,666.67
Premium:				\$1,634,127.65
Net Interest Cost:				\$4,209,539.02
TIC:				3.365292
Time Last Bid Received On:03/17/2026 10:09:10 CDST				

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



**Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026**

For the aggregate principal amount of \$15,000,000.00, we will pay you \$16,608,155.14, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4700	102.187
03/01/2028	700M	5.0000	2.5000	104.561
03/01/2029	735M	5.0000	2.5700	106.702
03/01/2030	300M	5.0000	2.6400	108.647
03/01/2031	1,250M	5.0000	2.7200	110.351
03/01/2032	1,350M	5.0000	2.8200	111.733
03/01/2033	1,505M	5.0000	2.9300	112.811
03/01/2034	1,580M	5.0000	3.0300	113.715
03/01/2035	1,665M	5.0000	3.1400	114.314
03/01/2036	1,750M	5.0000	3.2400	114.776
03/01/2037	1,840M	5.0000	3.3700	113.598
03/01/2038	1,935M	5.0000	3.4900	112.523

Total Interest Cost: \$5,843,666.67
Premium: \$1,608,155.14
Net Interest Cost: \$4,235,511.53
TIC: 3.389472
Time Last Bid Received On:03/17/2026 10:07:06 CDST

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



**Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026**

For the aggregate principal amount of \$15,000,000.00, we will pay you \$16,584,310.29, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4400	102.214
03/01/2028	700M	5.0000	2.4700	104.618
03/01/2029	735M	5.0000	2.5400	106.788
03/01/2030	300M	5.0000	2.6100	108.763
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7700	112.021
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	2.9700	114.166
03/01/2035	1,665M	5.0000	3.0700	114.898
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.3000	114.230
03/01/2038	1,935M	5.0000	3.4500	112.880

Total Interest Cost: \$5,843,666.67
Premium: \$1,584,310.29
Net Interest Cost: \$4,259,356.38
TIC: 3.411715
Time Last Bid Received On:03/17/2026 10:07:18 CDST

Attachment C

Accepted Bid



**Starkville
\$15,000,000 General Obligation Public Improvement Bonds,
Series 2026**

For the aggregate principal amount of \$15,000,000.00, we will pay you \$16,765,451.60, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4400	102.214
03/01/2028	700M	5.0000	2.4700	104.618
03/01/2029	735M	5.0000	2.5400	106.788
03/01/2030	300M	5.0000	2.6100	108.763
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7700	112.021
03/01/2033	1,505M	5.0000	2.8700	113.210
03/01/2034	1,580M	5.0000	2.9700	114.166
03/01/2035	1,665M	5.0000	3.0700	114.898
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.2900	114.321
03/01/2038	1,935M	5.0000	3.4100	113.238

Total Interest Cost: \$5,843,666.67
 Premium: \$1,765,451.60
 Net Interest Cost: \$4,078,215.07
 TIC: 3.243802
 Time Last Bid Received On: 03/17/2026 10:13:20 CDST

**MISSISSIPPI TRANSPORTATION COMMISSION
STRATEGIC MULTI-MODAL INVESTMENTS FUND AGREEMENT
Project No. SMIFA-0068-0226
George M Bryan Field**

This AGREEMENT is made and entered into by and between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi ("COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT"), and City of Starkville ("RECIPIENT"), effective as of the date of the last execution below.

WHEREAS, Section 65-1-901, Miss. Code Ann. (1972) as amended, establishes the Strategic Multi-Modal Investments Fund ("SMIF") and authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid for the development and improvement of transportation projects; and

WHEREAS, the RECIPIENT has submitted an application for Federal and/or State MULTI-MODAL Funds (hereinafter "APPLICATION") to the COMMISSION for financial assistance to be expended by or on behalf of the RECIPIENT in support of a project consisting of the following:

Construct Corporate Hangar and Apron

Maximum SMIF Amount: **\$542,000**

hereinafter referred to as the "PROJECT," a brief description together with the funding structure and special provisions of which is incorporated herein by reference and made part of this AGREEMENT as Attachment A.

Such PROJECT may be more fully described in the APPLICATION, capital replacement plan, budget/estimate and/or approved Federal/State grant on file in the MDOT offices, which, as applicable, are incorporated herein by reference; and

WHEREAS, the COMMISSION has approved the PROJECT funding structure as indicated in Attachment A, and the amount of SMIF funds for this PROJECT shall not exceed \$ 542,000.

NOW, THEREFORE, in furtherance thereof, the parties hereto do agree as follows:

SECTION I
Responsibilities of the Parties

As a condition of this AGREEMENT and as consideration for same, the RECIPIENT agrees to the following terms and conditions:

- A. The RECIPIENT will not expend less than the amount shown in ATTACHMENT A as the RECIPIENT'S share of the PROJECT, unless a lesser amount is required to complete the PROJECT or is subsequently approved by the MDOT.
- B. The RECIPIENT will carry out and complete the PROJECT in accordance with the approved APPLICATION, budget/estimate, plans, specifications, or contracts for

the transportation PROJECT, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION and/or MDOT, as appropriate.

- C. The RECIPIENT will provide reports in a format and schedule as may be requested by MDOT for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner may be considered as the basis for the COMMISSION to cancel this award and withdraw these funds.
- D. The RECIPIENT will ensure that all funds awarded through this AGREEMENT are expended in accordance with all applicable Federal/State cost principles as well as applicable Federal and State procurement laws, regulations, or other program guidance.
- E. The RECIPIENT shall not submit requests for reimbursement from SMIF monies for any PROJECT expenditures made prior to the award of the SMIF monies and execution of this AGREEMENT.
- F. The RECIPIENT will at all times comply with all applicable Federal and State regulations, policies, procedures and directives, including the applicable Certifications and Assurances to be executed by the RECIPIENT as a part of grant awards and/or other agreements with the COMMISSION that relate to this PROJECT.
- G. The RECIPIENT will establish and maintain financial records of the PROJECT in accordance with applicable Federal and/or State audit requirements and make them available to personnel of the COMMISSION and/or MDOT upon request.
- H. The RECIPIENT will operate and maintain in a safe and serviceable condition, all real, personal, and/or mixed property, including but not limited to vehicles and equipment (hereinafter, as combined, to be referred to as "PROJECT PROPERTY") that is purchased or improved in whole or in part with funds provided by this AGREEMENT.
- I. The RECIPIENT will grant and does hereby grant to the COMMISSION and/or MDOT the right and opportunity to inspect any PROJECT PROPERTY financed in whole or in part by this AGREEMENT, to audit any records connected to this PROJECT, and to review the RECIPIENT'S processes, procedures, and use of said property.
- J. The RECIPIENT will dispose of all PROJECT PROPERTY financed in whole or in part by this AGREEMENT in accordance with the applicable property management and disposition policies and procedures to the satisfaction of the COMMISSION and/or MDOT.
- K. The RECIPIENT will dispose of all proceeds resulting from the sale of any PROJECT PROPERTY financed in whole or in part by this AGREEMENT in accordance with written guidance from MDOT.
- L. The approved funding structure for the PROJECT is set forth in Attachment A. The RECIPIENT is solely responsible for any costs of the PROJECT that exceed any

of the specific amounts listed in Attachment A, either by individual funding source or in total. Under no circumstances shall the COMMISSION'S total share of the PROJECT exceed the amount stated in Attachment A. The COMMISSION has no funds available for the PROJECT other than the sources and amounts indicated in Attachment A.

- M. The RECIPIENT shall be solely responsible for securing all other funding for the PROJECT in excess of the amount of the SMIF award, and shall provide documentation in a form acceptable to MDOT on or before December 31, 2027, demonstrating that 100% of the PROJECT funding has been secured. Failure to secure all funding by this date will result in the termination of this AGREEMENT as of December 31, 2027.
- N. The RECIPIENT is eligible for **45.02 %** reimbursement for pre-construction expenditures on the PROJECT; provided, however, that no reimbursements for any activities under this AGREEMENT, including pre-construction, shall be made until: (1) 100% of the funding for the completion of the PROJECT has been secured, and (2) the RECIPIENT has provided documentation of full funding in a form acceptable to MDOT. The RECIPIENT assumes the risk of any amounts expended on the PROJECT prior to securing sufficient funding for the completion of the PROJECT.

The COMMISSION in discharge of its responsibilities hereunder agrees to reimburse the RECIPIENT an amount up to \$542,000 from the Strategic Multi-Modal Investments Fund, as may be appropriate for expenses incurred in accomplishing the PROJECT. The amount reimbursed by the COMMISSION from the Strategic Multi-Modal Investments Fund shall not exceed this amount.

SECTION II
Purchase of Property, Goods, or Services

The purchase of all PROJECT PROPERTY, and/or goods and services, financed in whole or in part pursuant to this AGREEMENT shall be in accordance with the applicable Federal and State laws and procurement regulations, including State competitive bidding procedures.

MDOT, after conferring with the appropriate Federal agency, may impose additional specific requirements governing the acquisition, use, or disposition of PROPERTY purchased with Federal funds.

SECTION III
Title to Project Property

If applicable, MDOT may require the RECIPIENT to provide and/or execute the following in a form acceptable to MDOT, with respect to the title to PROJECT PROPERTY acquired as a result of this AGREEMENT.

- A. Proof that the title to PROJECT PROPERTY held in RECIPIENT'S name lists the Commission as a first-lien holder;
- B. A security agreement perfecting MDOT's security interest in the PROJECT PROPERTY;

- C. A Deed of Trust recorded in the county land records where the real property is located;
- D. If the RECIPIENT is a non-governmental entity, a conveyance of RECIPIENT'S executive power to transfer any interest in the real property until its obligations under this AGREEMENT are fulfilled; and
- E. If the RECIPIENT is a governmental entity, a Notice of Federal/State Interest recorded in the county land records where the real property is located, in lieu of C and D above.

SECTION IV
Use of Project Property

Use of PROJECT PROPERTY is subject to the following conditions:

- A. The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in the approved APPLICATION and this AGREEMENT. If any such property is not used in such manner or is withdrawn from service for more than ninety (90) days, the RECIPIENT shall notify MDOT in writing and shall dispose of such PROPERTY in accordance with guidance from MDOT.
- B. In the event of the RECIPIENT'S non-compliance with the provisions of this section, the COMMISSION and/or MDOT as applicable shall impose such sanctions as it may determine to be appropriate, including but not limited to:
 - (1) Withholding or discontinuing further reimbursements or other funding; and/or
 - (2) Cancellation, termination, or suspension of this AGREEMENT in whole or in part.
- C. The RECIPIENT shall keep satisfactory records with regard to the use of the PROJECT PROPERTY and shall submit to MDOT upon request such information as is required.
- D. The RECIPIENT shall neither use nor permit the PROJECT PROPERTY provided hereunder to be used for any illegal or unlawful purpose or in an unlawful manner or otherwise subject the said property to confiscation. The RECIPIENT agrees to reimburse the COMMISSION for the fair, retail market value in the event that the PROJECT PROPERTY is confiscated while in the possession or control of the RECIPIENT, together with other such expenses or losses that the COMMISSION may incur as a result thereof, including attorney fees.

SECTION V
Encumbrance of Project Equipment or Real Property

Except as provided in Section III of this AGREEMENT, the RECIPIENT shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal/State interest in any PROJECT PROPERTY, nor shall it obligate itself in any other

manner, with any third party with respect to such property, unless such lease, pledge, mortgage, lien, contract, or other obligation is expressly authorized in writing by MDOT; nor shall the RECIPIENT, by any act or omission of any kind, adversely affect the Federal/State interest or impair its continuing control over the use of said PROJECT PROPERTY. The RECIPIENT shall provide a copy of the legal instrument(s)/document(s) evidencing any such encumbrance of the PROJECT PROPERTY to MDOT within 30 days of final execution.

SECTION VI
Records and Maintenance of Project Property

For the useful life of the PROJECT PROPERTY, the RECIPIENT shall maintain the said property at a high level of cleanliness, safety, and mechanical soundness. The RECIPIENT must maintain a PROJECT PROPERTY equipment inventory and a formal maintenance program. Property records must include a description of the property, vehicle identification number, if applicable, source, cost, acquisition date, percent of Federal/State participation, detailed maintenance records, and any disposition data.

SECTION VII
Insurance

By executing this AGREEMENT, the RECIPIENT is certifying that it has met all insurance obligations under the AGREEMENT, as specified hereto in Attachment B. The RECIPIENT shall obtain insurance coverage adequate to protect PROJECT PROPERTY, as well as public liability insurance that shall remain in effect at all times during the useful life of the PROJECT PROPERTY. It is the RECIPIENT'S responsibility to warrant that its sub-contractors maintain said coverage in accordance with the Commission's requirements as specified in Attachment B. Upon request, the recipient will promptly provide MDOT with proof of coverage and/or a copy the policies for the required coverages.

SECTION VIII
Disposition of Property

The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in Section IV of this AGREEMENT. If, at any time during the duration of this PROJECT, any PROPERTY with remaining useful life is not being used as described above, the RECIPIENT shall notify the COMMISSION in writing and, after concurrence by the COMMISSION and/or MDOT, shall dispose of such PROPERTY in accordance with applicable laws, regulations, policies, and procedures as may be approved by MDOT.

SECTION IX
Invoicing and E-Payment Paymode-X

RECIPIENT invoices shall be submitted using the processes and procedures identified by MDOT. Unless otherwise requested, RECIPIENT shall submit all invoices for this AGREEMENT via email to designated contact listed in Article XII below.

With respect to payment, procedures for new RECIPIENTS may be found in the Mississippi Department of Finance and Administration's Mississippi Agency Accounting Policies and Procedures (MAAPP) Manual in the Vendor File Maintenance Sections 11.20.10, 17.20.05, and 17.10.10 and in the related section on requirements for requesting an exemption from electronic payment found in Section 17.10.20. RECIPIENT understands that RECIPIENT must be enrolled

in Paymode-X e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless RECIPIENT has applied for and been granted an exemption. RECIPIENT may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the Mississippi Management and Reporting System's (MMRS) Call Center at (601) 359-1343. Payments by State Agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited in the bank account of the RECIPIENT'S choice. RECIPIENT understands that the COMMISSION is exempt from the payment of taxes. All payments shall be in United States Currency.

SECTION X **Payment of Reimbursements**

Payments pursuant to this award will be made only as reimbursement for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing the PROJECT. Reimbursement shall be calculated as a percentage of the eligible expenses on each invoice, as set forth in Attachment A.

Pursuant to Section 65-1-901, Miss. Code Ann. (1972), as amended, under no circumstances shall SMIF monies be used to reimburse any amount that has been expended on the PROJECT prior to the award of such monies to the RECIPIENT and execution of this AGREEMENT.

The RECIPIENT shall not submit requests for reimbursement from SMIF monies for any PROJECT expenditures made prior to the award of the SMIF monies and execution of this AGREEMENT.

Final payment will be made after review and approval by MDOT of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The COMMISSION reserves the right to amend or withdraw this award at any time prior to final execution of this AGREEMENT.

SECTION XI **Applicable Law/Severability**

This AGREEMENT shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi shall be null and void. If any term or provision of this AGREEMENT is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby, and each term and provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

SECTION XII **Availability of Funds**

It is expressly understood and agreed that the obligation of the COMMISSION to proceed under this AGREEMENT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of State funds, as provided by Section 27-104-

25 of the Mississippi Code.

If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient as a result of the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, then this AGREEMENT shall be suspended automatically without any notice to RECIPIENT or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. RECIPIENT is responsible for monitoring the actions of the Mississippi Legislature in its enactment of, or its failure to enact, any budget appropriation for MDOT for the ensuing Fiscal Year, and for monitoring MDOT website at <http://www.gomdot.com> for any such notices.

In the event that said suspension is necessary, RECIPIENT shall take all necessary steps to minimize the incurrence of costs allocable to the suspension, and advise all sub-recipients and vendors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then COMMISSION may, at its discretion, elect to extend the suspension and/or issue a stop work order or terminate this AGREEMENT as provided below.

If a suspension is not canceled and the work covered by such suspension is terminated, the RECIPIENT may be paid for services rendered prior to the suspension and/or stop work order. In addition to payment for services rendered prior to the date of the suspension and/or stop work order, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIII

Stop Work Order/Termination for Lack of Funding

The COMMISSION may issue a stop work order or terminate this AGREEMENT for lack of funding in the following manner:

- A. The COMMISSION may, by written order to the RECIPIENT at any time, and without notice to any surety, require the RECIPIENT to stop all or any part of the work called for by this AGREEMENT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the RECIPIENT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the RECIPIENT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the COMMISSION shall either:
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by such order according to and as provided elsewhere in this AGREEMENT.

Prior to the COMMISSION'S taking official action to stop work under this AGREEMENT, the Executive Director of MDOT may notify the RECIPIENT, in writing, of MDOT's intentions to ask the COMMISSION to stop work under this AGREEMENT. Upon notice from the Executive Director of MDOT, RECIPIENT shall suspend all activities under this AGREEMENT, pending final action by the COMMISSION.

- B. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the RECIPIENT shall have the right to resume work. If the COMMISSION decides that it is justified, an appropriate adjustment may be made to the delivery schedule. If the stop work order results in an increase in the time required for or in the RECIPIENT'S cost properly allocable to the performance of any part of this AGREEMENT and the RECIPIENT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage, an equitable adjustment in this AGREEMENT may be made by written modification of this AGREEMENT as provided by the terms of this AGREEMENT.
- C. If a stop work order is not canceled and the work covered by such order is terminated, the RECIPIENT may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the COMMISSION shall be liable only for the costs, fees, and expenses for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT in the packaging and shipment of all documents covered by this AGREEMENT to the COMMISSION. In no event shall the COMMISSION be liable for lost profits or other consequential damages.
- D. If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient due to the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, the COMMISSION shall have the right, upon ten (10) days' written notice to the RECIPIENT, to terminate this AGREEMENT without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIV **Responsibilities for Claims and Liability**

Non-governmental RECIPIENTS shall defend, indemnify, and hold harmless the COMMISSION and all its officers, agents, and employees from any claim, loss, damage, cost, charge, expense, or reasonable attorney fees (including, but not limited to, any type of

environmental claim, loss, damage cost charge, or expense), to the extent caused by any act, actions, negligence, or omission by the RECIPIENT, its agents, employees, or sub-recipients during the performance of this AGREEMENT, whether direct or indirect. Neither the RECIPIENT nor any of his agents or sub-recipients will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the COMMISSION or any of its officers, agents, or employees.

A non-governmental RECIPIENT'S obligation under this section shall be initiated by the COMMISSION'S notice of claim for indemnification to RECIPIENT. At the COMMISSION'S option, the RECIPIENT shall defend or participate and associate with the COMMISSION in the defense and trial or arbitration of any damage claim, lien, or suit and any related settlement negotiations. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COMMISSION entirely responsible shall excuse performance of provision by the RECIPIENT. In such case, the COMMISSION shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the COMMISSION agrees to notify all RECIPIENTS in writing as soon as practicable after receipt or notice of any claim involving RECIPIENT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

All RECIPIENTS, whether public or otherwise, agree to notify the COMMISSION of any event encountered in the course of performance of this AGREEMENT which results in injury to any person or property, or which may otherwise subject the RECIPIENT or the COMMISSION or its officers, agents, or employees to liability. The RECIPIENT shall report any such event to the COMMISSION immediately upon discovery. Reporting to the COMMISSION under this section shall not excuse or satisfy any obligation of the RECIPIENT to report any event to law enforcement or other entities under the requirements of any applicable law.

All notices, communications, and correspondence between the COMMISSION and/or MDOT and the RECIPIENT shall be directed to the contact person shown at Section XXI below.

SECTION XV **Immigrant Status Certification/E-Verify**

RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. RECIPIENT agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. RECIPIENT understands and agrees that any breach of these warranties may subject RECIPIENT to the following: (a) termination of this AGREEMENT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice

of such cancellation/termination being made public, or (b) the loss of any license, permit, certification, or other document granted to RECIPIENT by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, RECIPIENT would also be liable for any additional costs incurred by the State due to AGREEMENT cancellation or loss of license or permit. The RECIPIENT is required to provide the certification incorporated herein and attached hereto as Attachment C to this AGREEMENT to the COMMISSION verifying that the RECIPIENT and sub-recipient(s), if any, are registered and participating in E-Verify prior to execution of this AGREEMENT.

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this AGREEMENT is intended, nor shall it be construed, to give rise to a third-party beneficiary claim on the person or entity not a party hereto.

SECTION XVI **Disputes**

Any dispute concerning a question of fact in connection with this AGREEMENT which is not disposed of by agreement shall be arbitrated by the Executive Director of MDOT or such person as the Executive Director may designate. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within fifteen (15) days from the date of receipt of the decision, the RECIPIENT submits a written request for review of the decision. In that event, the RECIPIENT shall be provided an opportunity to be heard on the review and offer evidence in support of the RECIPIENT'S position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent, or was capricious.

Until a final determination is made, the RECIPIENT shall proceed forthwith with the performance of the RECIPIENT'S duties under this AGREEMENT pursuant to the Executive Director's decision.

SECTION XVII **Termination of Agreement**

This AGREEMENT may be terminated at any time by mutual written consent of both parties. If the AGREEMENT is terminated by mutual consent, the COMMISSION'S obligations and liability shall be limited solely to payment of any reimbursement due to RECIPIENT under this AGREEMENT for eligible expenses incurred prior to the termination date, as determined by MDOT. Any unspent SMIF monies will automatically revert to the COMMISSION.

In addition to all other provisions for termination set forth herein, the COMMISSION shall have the absolute right to terminate this AGREEMENT at any time for the following reasons:

- A. failure to perform any of the scheduled duties as set out herein;
- B. performing or accepting unacceptable work, or neglecting or refusing to remove

materials or to perform anew such work as may be rejected as unacceptable;

- C. discontinuing the prosecution of the work;
- D. subcontracting or assigning the RECIPIENT'S obligations under the AGREEMENT without the prior written consent of MDOT.
- E. unnecessary delay in completing the duties under this AGREEMENT;
- F. violation by the RECIPIENT of any law of the State of Mississippi or any law of the United States of America;
- G. becoming insolvent, being declared bankrupt, filing for protection under any chapter of the U.S. Bankruptcy Code, or committing any act of bankruptcy or insolvency;
- H. allowing a final judgement to stand unsatisfied;
- I. making an assignment of the benefit of creditors;
- J. failure to provide and maintain the policies of insurance as required by this AGREEMENT; or
- K. failure for any other causes whatsoever to carry on the work or materially fulfill the RECIPIENT'S obligations under this AGREEMENT in an acceptable manner.

The above list of circumstances constituting material breach is not intended to be all-inclusive and in no way restricts the COMMISSION from terminating this AGREEMENT for any material breach recognized by the Courts, State or Federal.

Termination under this Section shall be accomplished in writing to the RECIPIENT setting out the basis for said termination and the effective date of said termination. Prior to termination for reasons A, B, C, D, E or I above, the COMMISSION must show that MDOT has notified the RECIPIENT of the deficient performance and given the RECIPIENT at least fifteen (15) days to cure the deficiencies, unless said deficiencies are such that they may cause irreparable harm to PROJECT PROPERTY or public safety.

If the RECIPIENT enters into bankruptcy, voluntarily or involuntarily, any PROPERTY, or proceeds resulting from the sale thereof, purchased or financed in whole or in part with funds provided by this AGREEMENT shall not be an asset to the RECIPIENT.

In the event of a termination for any reason, the COMMISSION'S obligations and liability shall be limited solely to payment of any reimbursement due RECIPIENT under this AGREEMENT for eligible expenses incurred prior to the termination date, as determined by MDOT. Any unspent SMIF monies will automatically revert to the COMMISSION.

SECTION XIX
General Provisions

This AGREEMENT, together with the APPLICATION and Attachments hereto and any other documents incorporated by reference herein, constitutes the sole and entire SMIF AGREEMENT between the COMMISSION and the RECIPIENT with respect to the use of Strategic Multi-Modal Investment Fund monies for this PROJECT and supersedes any and all prior agreements, discussions, and negotiations between the COMMISSION and the RECIPIENT.

This AGREEMENT shall become effective upon the date of latest execution below and shall remain in effect for twenty-four (24) consecutive months thereafter. Any unspent funds remaining at the expiration or termination of this AGREEMENT shall automatically revert to the COMMISSION.

If otherwise allowed by law, MDOT may waive (in whole or in part) any requirement in this AGREEMENT, to the extent the RECIPIENT may be subject to conflicting federal requirements/assurances. Any such waiver must be in writing.

The COMMISSION executes all its orders and directives through the duly appointed Executive Director and the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION and/or MDOT pursuant to the PROJECT identified in this AGREEMENT shall be directed to the contact person shown at Section XXI below, and shall reference this PROJECT number.

SECTION XX **Agreement Changes**

Modifications, changes, or amendments to this AGREEMENT may only be made upon mutual written agreement signed by both parties hereto.

Minor changes in the AGREEMENT which do not involve changes in any of the following: the maximum SMIF Amount, extensions of time, changes in the scope of work for the PROJECT, or changes in the goals and objectives of this AGREEMENT, may be made by written notification of such change by either party to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

SECTION XXI **Notice, Key Personnel, and Designated Agents**

The RECIPIENT agrees that contact person(s) identified below as assigned to phases hereunder as set forth in this AGREEMENT shall not be changed or reassigned without prior approval of MDOT. If prior approval is impossible, the RECIPIENT shall give notice to MDOT as soon as practicable, and by subsequent review MDOT may approve or disapprove the action. The COMMISSION'S contact person(s) may be changed by written notice to the RECIPIENT from MDOT. For purposes of implementing this section and all other sections of this AGREEMENT with regard to notice, the individuals listed below are herewith designated as agents for the respective parties. Any notice required or permitted to be given under this AGREEMENT shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

Commission:

Director of Aeronautics & Rails
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850
Telephone: 601-359-7850
Facsimile: 601-359-7855

Recipient:

Telephone: _____
Facsimile: _____

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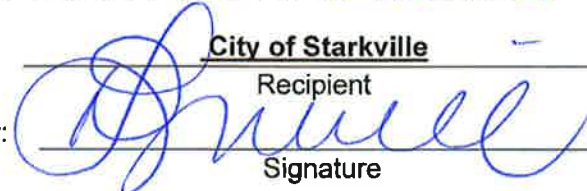
The RECIPIENT acknowledges that it has carefully read and understands the AGREEMENT in its entirety, and by executing the AGREEMENT the RECIEPENT intends to be bound by ALL terms and conditions stated herein.

By executing this AGREEMENT the RECIPIENT agrees to use SMIF money in accordance with the approved PROJECT purposes stated within the APPLICATION and AGREEMENT.

For the faithful performance of the terms of this AGREEMENT, the parties hereto have caused this AGREEMENT to be executed by their undersigned authorized representatives and the parties hereto represent that they have the authority to enter into this AGREEMENT.

WITNESS my signature in execution hereof this the 17th day of March, 2026

Attest: 
Title

By: 
City of Starkville
Recipient
Signature

WITNESS my signature in execution hereof this the ____ day of _____, 20__.

**MISSISSIPPI TRANSPORTATION COMMISSION,
BY AND THROUGH ITS DULY AUTHORIZED
EXECUTIVE DIRECTOR OF THE MISSISSIPPI
DEPARTMENT OF TRANSPORTATION**

Brad White, Executive Director

MTC Award: Book _____,
Page No. _____

Attachment A

Attached to and made a part of that certain SMIF AGREEMENT, Project Number SMIFA-0068-0226, executed by and between the Mississippi Transportation Commission and recipient(s) City of Starkville for the purpose of setting forth the PROJECT description (including projected completion date and milestones), Funding Structure, and applicable special provisions.

Project Name: Construct Corporate Hangar and Apron

FUNDING STRUCTURE: The following funding sources and amounts have been approved by the COMMISSION, subject to the specific requirements for each funding source:

George M Bryan Field			
SMIF	Local	Federal	Other
\$542,000.00	\$60,424.00	\$586,000.00	\$15,421.00

Reimbursement shall be made at a rate of **45.02 %** of the eligible expenses on each invoice.

The COMMISSION has no funds available for the Project other than the sources and amounts indicated above. The RECIPIENT is solely responsible for any and all costs of the PROJECT that exceed the specific amounts listed above, either by individual funding source or in total. Under no circumstances shall the COMMISSION'S total share of the PROJECT exceed \$ 542,000.

The RECIPIENT shall be solely responsible for securing all other funding for the PROJECT in excess of the amount of the SMIF award, and shall provide documentation in a form acceptable to MDOT on or before December 31, 2027, demonstrating that 100% of the PROJECT funding has been secured. Failure to secure all funding by this date will result in the termination of this AGREEMENT as of December 31, 2027.

The RECIPIENT is eligible for **45.02 %** reimbursement for pre-construction expenditures on the PROJECT; provided, however, that no reimbursements for any activities under this AGREEMENT, including pre-construction, shall be made until: (1) 100% of the funding for the completion of the PROJECT has been secured, and (2) the RECIPIENT has provided documentation of full funding in a form acceptable to MDOT. The RECIPIENT assumes the risk of any amounts expended on the PROJECT prior to securing sufficient funding for the completion of the PROJECT.

SPECIAL PROVISIONS:

Unless requested otherwise by MDOT, the RECIPIENT shall furnish quarterly progress reports to the designated COMMISSION contact person shown at Section XXI above. A sample progress report may be requested by the RECIPIENT in the same manner.

Attachment B

Attached to and made a part of that certain SMIF AGREEMENT, Project Number SMIFA-0068-0226, executed by and between the Mississippi Transportation Commission and recipient(s) City of Starkville for the purpose of setting forth the requirements for insurance for the project.

The RECIPIENT shall obtain or shall cause its sub-contractor/sub-recipient or agent to obtain insurance adequate to protect the PROJECT PROPERTY, as well as public liability insurance. The COMMISSION shall be named as loss payee for PROJECT PROPERTY purchased or improved with SMIF monies. The minimum coverage shall be as follows:

- A. Comprehensive general liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations;
- B. Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence, covering bodily injury and death and property damage, if applicable;
- C. Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars (\$50,000.00);
- D. Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi;
- E. Jones Act coverage, if applicable, in an amount sufficient to comply with the requirements of 46 U.S.C. Section 30104; and
- F. Longshoremen and Harbor Workers' compensation coverage, if applicable, in an amount sufficient to comply with the requirements of 33 U.S.C. Section 901.

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms, or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend, or reduce the coverage.

It is the responsibility of the RECIPIENT to ensure its sub-contractors maintain adequate insurance coverage required under the AGREEMENT.

Upon request, the recipient will promptly provide MDOT with proof of coverage and/or a copy the policies for the required coverages.

The RECIPIENT certifies by executing this AGREEMENT that all insurance requirements referenced herein are met and shall remain in effect at all times during the useful life of the PROJECT PROPERTY.

Attachment C

RECIPIENT EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any consultant(s)/sub-consultant(s) and/or contractor/sub-contractor(s) in connection with the performance of this AGREEMENT, the undersigned will secure from each such sub-recipient(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this AGREEMENT.

403525
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the AGREEMENT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the AGREEMENT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: 

Lynn Spruill
Authorized Officer of Agent

3/17/26
Date
Mayor

Printed Name of Authorized Officer or Agent of Recipient

Title of Authorized Officer or Agent of Recipient

SWORN TO AND SUBSCRIBED before me on this the 17th day of March, 2020



Joanna McLaurin
NOTARY PUBLIC

My Commission Expires: November 26, 2028

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

8. CONSIDERATION OF APPROVING THE SUMMARY CHANGE ORDER FOR HANNON LLC FOR THE BENTBROOK RIDGE STREET FLUME PROJECT IN THE AMOUNT OF \$27,968.15.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the summary change order for Hannon LLC for the Bentbrook Ridge Street flume project in the amount of \$27,968.15” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVING THE SUMMARY CHANGE ORDER FOR HANNON LLC FOR THE 601 SOUTH JACKSON STREET ADA IMPROVEMENTS PROJECT IN THE AMOUNT OF \$14,551.30.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval the summary change order for Hannon LLC for the 601 South Jackson Street ADA Improvements Project in the amount of \$14,551.30” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF APPROVING TASK ORDER #4 WITH NEEL-SCHAFFER, INC. TO CONDUCT A TOPOGRAPHIC AND BOUNDARY SURVEY OF CITY BLOCK 18A FOR A NOT TO EXCEED FEE OF \$11,000.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of task order #4 with Neel-Schaffer, inc. to conduct a topographic and boundary survey of city block 18A for a not to exceed fee of \$11,000” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF APPROVING THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION, LLC FOR THE SUDDUTH BUS STOP IMPROVEMENTS PROJECT IN THE AMOUNT OF \$38,400.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Groundstone Construction, LLC for the Sudduth Bus Stop Improvements Project in the amount of \$38,400.00” is enumerated, this consent item is thereby approved.

12. ACCEPTANCE OF THE FEBRUARY 2026 FINANCIAL STATEMENTS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the February 2026 financial statements” is enumerated, this consent item is thereby approved.

HISTORIC
STARKVILLE

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

Approved Quote

25081- Bentbrook Ridge Street Flume

Cost Estimate - 12/23/2025

Base Quote				Engineering Estimate		Groundstone Construction		Hannon LLC	
Pay Item No.	Pay Item	Estimated Quantity	Unit	Estimated Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Saw Cut for Demolition, Full depth	206	LF	\$ 15.00	\$ 3,090.00	\$ 10.00	\$ 2,060.00	\$ 15.00	\$ 3,090.00
2	Removal of Curb and Gutter (All Types)	45	LF	\$ 20.00	\$ 900.00	\$ 45.00	\$ 2,025.00	\$ 25.00	\$ 1,125.00
3	Removal of Asphalt Pavement, All Depths	28	SY	\$ 20.00	\$ 560.00	\$ 65.00	\$ 1,820.00	\$ 25.00	\$ 700.00
4	15" RCP (includes Bedding Materials per detail)	42	LF	\$ 80.00	\$ 3,360.00	\$ 200.00	\$ 8,400.00	\$ 124.25	\$ 5,218.50
5	Install Grate Inlet/Frame and MDOT SS-3 Style Catch Basin	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 10,450.00	\$ 10,450.00	\$ 5,500.00	\$ 5,500.00
6	Concrete Pavement 6" with fiber reinforcement (includes Flume and Gutter)	38	SY	\$ 150.00	\$ 5,700.00	\$ 203.00	\$ 7,714.00	\$ 185.00	\$ 7,030.00
7	Size 610 Crushed Stone Base (as needed for unsuitable subgrade)	10	TON	\$ 160.00	\$ 1,600.00	\$ 125.00	\$ 1,250.00	\$ 75.00	\$ 750.00
8	Mobilization	1	LS	\$ 2,121.00	\$ 2,121.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
				Estimate Total = \$ 23,331.00		Quote Total = \$ 34,219.00		Quote Total = \$ 25,913.50	
LOW QUOTE									

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

Stephen Kachelm

PAY REQUEST / INVOICE

INVOICE NUMBER: 21541-1

Estimate Number: One (1)
Estimate Period Ending Date: 3/5/26

Prime Contractor: **Hannon, LLC**
33 Sagamore Circle
Columbus, MS 39705

Project #: 25081
Project Title: Bentbrook Ridge Street Flume
Our Job #: 21541

Original, Approved Quantities

Actual, As-Built Quantities

% Complete: 142.23%

Pay Item	Description	Contract Quantity	Previous Quantity	Current Quantity	Allowed to Date	Unit of Measure	Unit Price	Amount
1	Saw Cut for Demolition, Full Depth	206	0	138	138	LF	\$ 15.00	\$ 2,070.00
2	Removal of Curb and Gutter (All Types)	45	0	40	40	LF	\$ 25.00	\$ 1,000.00
3	Removal of Asphalt Pavement, All Depths	28	0	45.78	45.78	SY	\$ 25.00	\$ 1,144.50
4	15" RCP (includes sand/crushed stone bedding)	42	0	40	40	LF	\$ 124.25	\$ 4,970.00
5	Install Grate Inlet/Frame and MDOT SS-3 Catch Basin	1	0	1	1	LS	\$ 5,500.00	\$ 5,500.00
6	Concrete Pavement 6" Depth with Fiber (includes Curb & Flume)	38	0	58.29	58.29	SY	\$ 185.00	\$ 10,783.65
7	Size 610 Crushed Stone Base	10	0	0	0	TON	\$ 75.00	\$ -
8	Mobilization	1	0	1	1	LS	\$ 2,500.00	\$ 2,500.00
Estimate Total:								\$ 27,968.15

Other Additions / Deductions:

Other Additions / Deductions Total: \$ -

Final Invoice Amount

NOTES:

APPROVED

By Cody A. Burnett, PE at 10:20 am, Mar 06, 2026

Original Quote = \$25,913.50
Total Cost = \$27,968.15
Amount to be paid this invoice = \$25,913.50
Amount pending for Board of Aldermen Approval on 3/17/26 = \$2,054.65
Expense Account #: 300-000-948-874

Current Retainage	\$ -
Previous Retainage	\$ -
Retainage this Estimate	\$ -

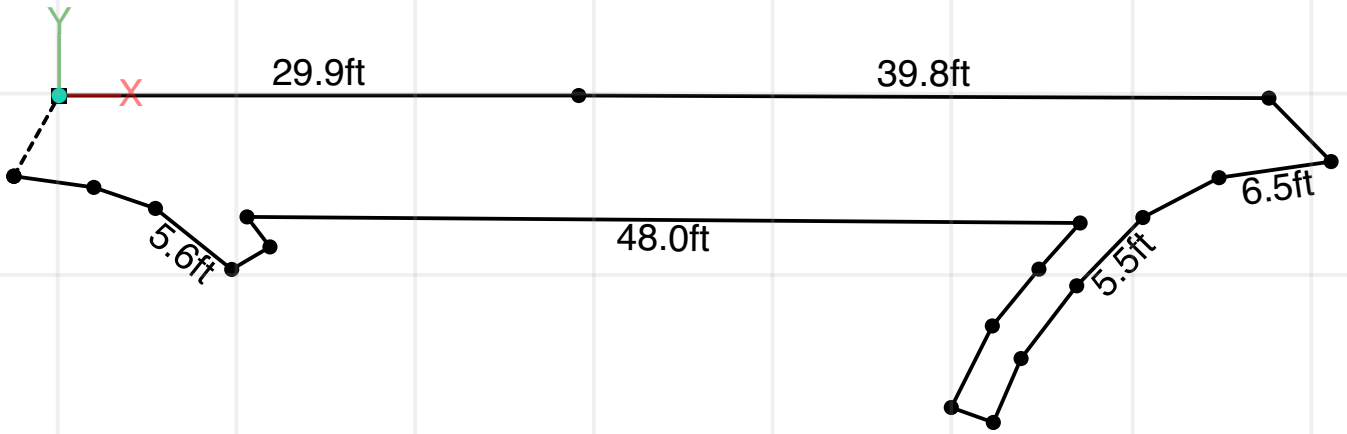
Estimate Total:	\$ 27,968.15
0.00% Retainage:	\$ -
0.00% Tax & Bond:	\$ -
Subtotal:	\$ 27,968.15
Other Addition/Deduction:	\$ -
LESS-Previous Payments:	\$ -
Total Due this Estimate:	\$ 27,968.15

ATP = \$25,913.50

STARKVILLE BENTBROOK : CONCRETE : PLAN VIEW

188.7ft (530.6ft²)

Created on 02 Mar 2026



0 5' 4" 10' 8" 21' 4" 32' 0" 42' 8" ft/in

SCALE: 1:137 (Scale to Fit)

HISTORIC STARKVILLE

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

25065 - 601 S Jackson St ADA Improvements

Bid Tabulation - November 25, 2025

Pay Item No.	Description	Estimated Quantity	Unit	Engineer's Estimate		Hannon, LLC		GroundStone Construction	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
202-B082	Removal of Concrete Sidewalks, Driveways, Curb & Gutter, All Depths	41	SY	\$ 40.00	\$ 1,640.00	\$ 50.00	\$ 2,050.00	\$ 50.00	\$ 2,050.00
216-A001	Solid Sodding	50	SY	\$ 25.00	\$ 1,250.00	\$ 25.00	\$ 1,250.00	\$ 25.00	\$ 1,250.00
203-G002	Excess Excavation, LVM	10	CY	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 75.00	\$ 750.00
304-F002	Size 610 Crushed Stone Base	8	TON	\$ 180.00	\$ 1,440.00	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00
503-C010	Saw Cut, Full depth	45	LF	\$ 20.00	\$ 900.00	\$ 25.00	\$ 1,125.00	\$ 20.00	\$ 900.00
907-504-A004	6" Concrete Driveway, with Fiber Reinforcement	25	SY	\$ 200.00	\$ 5,000.00	\$ 135.00	\$ 3,375.00	\$ 150.00	\$ 3,750.00
608-B001	4" Concrete Sidewalk, With Fiber Reinforcement	20	SY	\$ 140.00	\$ 2,800.00	\$ 115.00	\$ 2,300.00	\$ 120.00	\$ 2,400.00
609-D001	24" Type 1 Curb & Gutter	5	LF	\$ 40.00	\$ 200.00	\$ 50.00	\$ 250.00	\$ 100.00	\$ 500.00
618-A001	Maintenance of Traffic	1	LS	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00
620-A001	Mobilization	1	LS	\$ 1,300.00	\$ 1,300.00	\$ 1,000.00	\$ 1,000.00	\$ 1,550.00	\$ 1,550.00
Base Bid Total=				\$ 15,530.00			\$ 14,550.00		\$ 15,100.00
						LOW BID			

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

Stephen Kacheln

Signature

Approved Quote

PAY REQUEST / INVOICE

INVOICE NUMBER: 21539-1

Estimate Number: One (1)
Estimate Period Ending Date: 3/5/26

Prime Contractor: **Hannon, LLC**
33 Sagamore Circle
Columbus, MS 39705

Original, Approved
Quantities

Actual, As-Built
Quantities

Project #: 25065
Project Title: 601 S. Jackson St ADA Improvements
Our Job #: 21539

% Complete: 100.01%

Pay Item	Description	Contract Quantity	Previous Quantity	Current Quantity	Allowed to Date	Unit of Measure	Unit Price	Amount
1	Removal of Concrete Sidewalk, Driveway, Curb & Gutter	41	0	41.0	41.0	SY	\$ 50.00	\$ 2,050.00
2	Solid Sodding	50	0	24	24	SY	\$ 25.00	\$ 600.00
3	Excess Excavation, LVM	10	0	10.0	10.0	CY	\$ 50.00	\$ 500.00
4	Size 610 Crushed Stone Base	8	0	9.89	9.89	TON	\$ 150.00	\$ 1,483.50
5	Saw Cut, Full Depth	45	0	49	49	LF	\$ 25.00	\$ 1,225.00
6	6" Concrete Driveway, with Fiber Reinforcement	25	0	26.61	26.61	SY	\$ 135.00	\$ 3,592.35
7	4" Concrete Sidewalk, with Fiber Reinforcement	20	0	18.83	18.83	SY	\$ 115.00	\$ 2,165.45
8	24" Type 1 Curb & Gutter	5	0	8.70	8.70	LF	\$ 50.00	\$ 435.00
9	Maintenance of Traffic	1	0	1	1	LS	\$ 1,500.00	\$ 1,500.00
10	Mobilization	1	0	1	1	LS	\$ 1,000.00	\$ 1,000.00
Estimate Total:								\$ 14,551.30

Other Additions / Deductions:

Other Additions / Deductions Total: \$ -

NOTES:


APPROVED

By Cody A. Burnett, PE at 10:26 am, Mar 06, 2026

Current Retainage	\$ -	Estimate Total:	\$ 14,551.30
Previous Retainage	\$ -	0.00% Retainage:	\$ -
Retainage this Estimate	\$ -	0.00% Tax & Bond:	\$ -
		Subtotal:	\$ 14,551.30
		Other Addition/Deduction:	\$ -
		LESS-Previous Payments:	\$ -
		Total Due this Estimate:	\$ 14,551.30

Final Invoice
Amount

601 S. JACKSON

 ROGERS GROUP	PORT OF COLUMBUS RESALE		662 435-6314	Center 0726	Ticket#: 170996 02/26/2026 02:03:17 PM	
	1864 PORT ACCESS ROAD, COLUMBUS MS 39701			Customer: 37568350		
	PHONE NO. (256) 383-1645 PLEASE NOTE:*** = MANUAL			HANNON LLC		
MDDOT Source AL60(L) AL14(L) AL46(L) Trk. Max Legal Wt: 40000 lb						
	Standard	Metric	Product: #610 BASE STONE			
Gross:	34040		Job: CITY OF STARKVILLE			
Tare:	14260		Location: 601 S. JACKSON ST & 905 ✓			
Net:	19780		State Item Nbr: 610/825B			
Net Ton:	9.89					
PO Nbr: CITY OF STARKVILLE			Ordered By:			
			Order Nbr:			
Hauler:		Truck: H051		State Project:		
This is to certify that I have personally received the material described hereon as an agent of the Department of Highway and the quantity appears to be as stated on this ticket Daphne Kirkley		Lic: B307959				
		Phy. Truck:		Project Nbr:	Task:	
		Loads: 1		Q Nbr:	Cost Cntr:	
		Mt Acc Ton: 9.89		Zone:	Cost Oper:	
		Acc. \$		Axle: 2	Cost Acct:	
				Orig. Tck:		
				Src#:		
FOB COLUMBUS						
			Copy: 2 of 4			
			102			
<p>WARNING: Avoid Prolonged Breathing of Crushed Stone. Exposure to dust may affect respiratory system, eyes and/or skin. Crushed stone may contain crystalline silica. Prolonged and repeated breathing of crystalline silica may cause a progressive lung disease called silicosis. Some researchers have reported that there is evidence that prolonged and repeated breathing of high levels of crystalline silica dust may cause lung cancer. Handling: Avoid prolonged inhalation of crushed stone dust. Minimize exposure through wetting or general ventilation. Appropriate protective equipment should be worn when high levels of dust are present. First Aid: For inhalation, move to fresh air and seek medical attention if irritation persists. For eye and skin contact, flush eyes with water, wash skin with soap and water and seek medical attention if irritation persists. For detailed information, see the material safety data sheet before using or handling this product. Hot Asphalt and its vapors may be harmful to the skin, eyes and lungs. Handling: Avoid breathing vapors and limit direct skin contact by using appropriate protective equipment. First Aid: For inhalation, Move to fresh air and seek medical attention. For eye and skin contact, flush with cold water and seek medical attention. For detailed information, see the material safety data sheet before using or handling this product. Suggested Delivery Route: RGI has attempted to locate the most efficient route for delivery as an aid to the Hauler. RGI makes no representation regarding the compatibility of the suggested route with and compliance with applicable state, federal and/or local maximum vehicle weight restrictions. As evidenced by signature, or departure from seller's facility, Carrier acknowledges that carrier is solely responsible for the accuracy of this vehicle's tare weight, axle weights and gross weight. Carrier shall be responsible for notifying seller when any truck or trailer has been overloaded so as to render out of compliance with any applicable weight limits. To the maximum extent allowed by law, carrier shall indemnify seller for any loss caused by overloading.</p>						

February 20, 2026

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

**RE: STARKVILLE MASTER SERVICES AGREEMENT – TASK ORDER #4
CITY BLOCK 18A- TOPOGRAPHIC and BOUNDARY SURVEY**

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services as defined in Exhibit A, Scope of Services, for the above-referenced project. NSI proposes to perform these services for an hourly, not-to-exceed fee of \$11,000.00.

All services proposed herein will be performed in accordance with the Master Services Agreement for Engineering and Professional Services dated December 18, 2024, between the City of Starkville and Neel-Schaffer, Inc. A copy of the executed agreement is attached for reference.

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

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

Sincerely,

NEEL-SCHAFFER, INC.



James Brett Brasher, P.L.S.
Land Surveyor

ACCEPTED: CITY OF STARKVILLE

BY: _____ **DATE:** _____

EXHIBIT A
SCOPE OF SERVICES

GENERAL INFORMATION:

1. Scale shall be as large as possible to fit on 22 x 34 sheets.
2. Title block shall include name of client (owner); name, address, and registration number of Engineer/Surveyor; date and Engineer's/Surveyor's file number.
3. Hard copy of the original drawing, .pdf and/or a CD or email of the complete site survey with Neel-Schaffer, Inc. title block in AutoCAD 2025 format shall be provided.
4. Final survey shall bear the appropriate seal of the licensed individual responsible for the accuracy.
5. The majority of the property within the survey limits is currently private property. Acquiring permission to access private property shall be the responsibility of the City. Permission to access private property shall be granted before survey work begins. If permission is denied, survey will not be acquired for those areas.

TOPOGRAPHIC SURVEY:

1. Location and description of a minimum of two horizontal/vertical control points/benchmarks.
2. Contours at 1-foot intervals. 3d Surface will be provided in the CAD file.
3. Spot elevations to be taken on an approximate 50'x 50' grid spacing. Spot grades will not be shown on the face of the plat, but data will be provided in the electronic CAD file. Raw point files can be provided upon request.
4. Drainage items to include but not limited to open gutter, culverts, pipes, inlets, swales and ditches with size, type and depth.
5. Location, elevation and type of:
 - a. Adjacent street/road, with centerline, shoulders, edge of pavement including sidewalks.
 - b. Curbs including points taken at back of curb, back of gutter and face of gutter.
 - c. Paving/Driveways, including turn-outs and intersection elevations between pavements and street at turn-outs, if any.
 - d. Buildings, slabs and/or paving and other improvements. Finish floor elevation to be provided at all accessible doorways located inside the project area. Finish floor of second floor will be provided.
 - e. Individual trees 6 inches diameter and greater with common name and size. Heavily wooded areas will be shown as a tree line.
 - f. Any other pertinent, visible, physical improvements lying within the survey limits as shown below to include but not limited to mailboxes, landscaping, fences, walls, poles, guy wires, signs, etc.
6. Location of all utilities within the specified boundaries as provided and located by MS 811 locate, local utility providers, observed evidence, past as-built plans, and/or local knowledge. The surveyor has no control of the representatives of MS 811 or its agents, and therefore makes no certifications, warranties, or guarantees as to the completeness or accuracies of the underground utilities, but only to the accuracies of the location of the markings as they relate to other mapping features located within the mapping limits. The surveyor will not dig to obtain the location of any utility. Any additional information that is not physically observable, such as size, depth, or material, will only be depicted on the survey if such information is provided to the surveyor by others.



BOUNDARY SURVEY:

Neel-Schaffer, Inc. will conduct a Class “B” Boundary Survey, as defined by the Standards of Practice for Surveying in the State of Mississippi. We will make a cursory review of the land records of Oktibbeha County, Mississippi to determine if we can locate any easements or other encumbrances which might affect the subject property, but the survey will not be prepared with the benefit of a current title report, unless one is provided to the surveyor by the client. The surveyed properties will consist of all parcels located in City Block 18A. For areas outside of City Block 18A, right-of-way lines will be established. Property corners will be monumented per State Standards. This scope does not include marking of property lines other than at the corners as required by State Standards. Boundary information will be included in the same files as the topographic information.

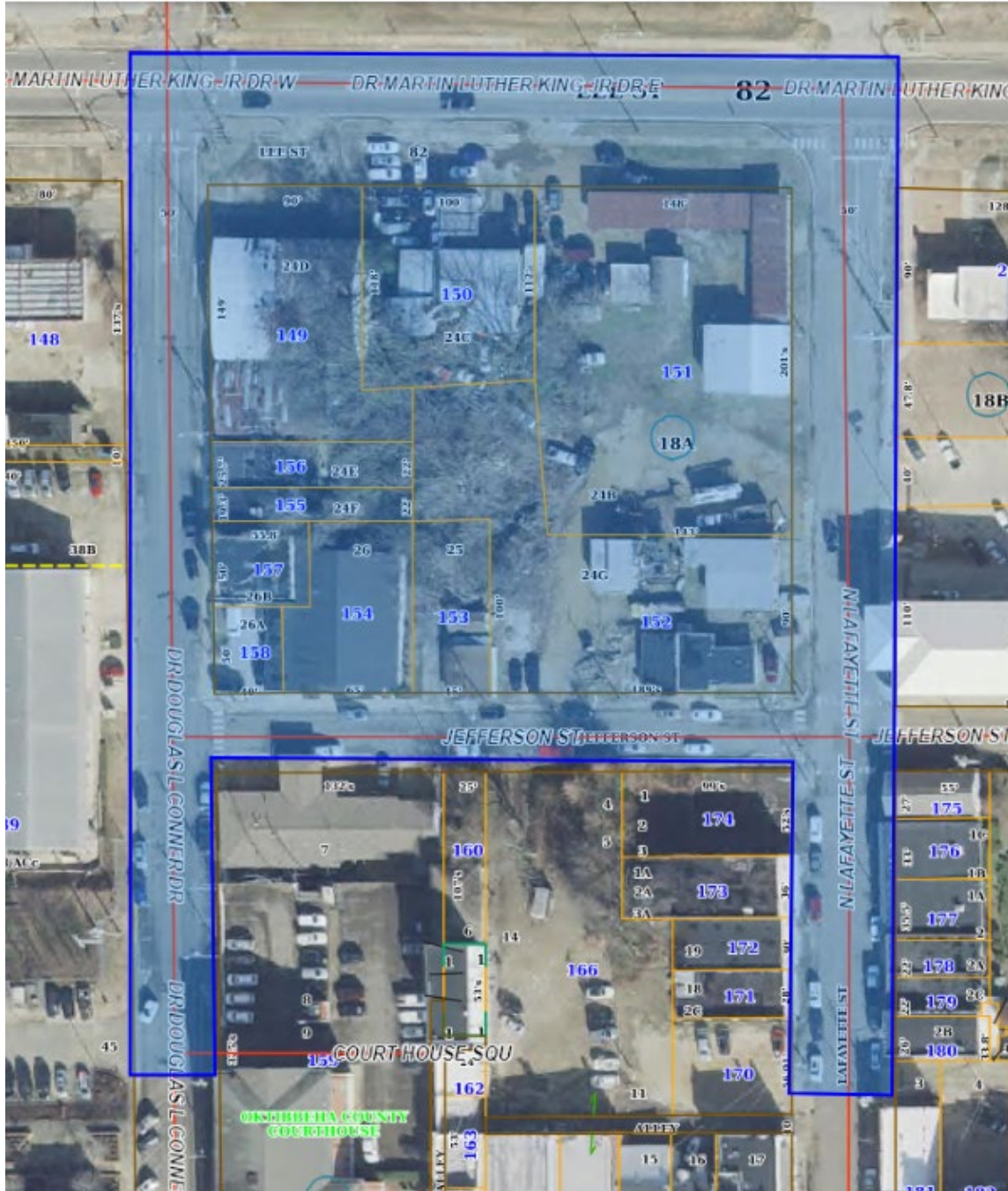
Items not included in this scope of work:

1. Legal Descriptions
2. Right-of-way/ Easement Acquisition



SURVEY LIMITS:

Survey limits are shown below in blue.



**AGREEMENT FOR ENGINEERING AND PROFESSIONAL SERVICES
BY AND BETWEEN
CITY OF STARKVILLE
AND
NEEL-SCHAFFER, INC.**

This AGREEMENT made this 19th day of December, 2024, by and between CITY OF STARKVILLE, after this called "OWNER", and NEEL-SCHAFFER, INC., having its principal place of business at 1115 Stark Road, Starkville, Mississippi 39760, after this called the "ENGINEER".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the ENGINEER to provide engineering and professional services. It is anticipated that the engineering and professional services will be performed by individual task orders and will consist of the following three general types of work:

Type 1: Hourly rate services as directed by OWNER, no fee limitations: Engineering and professional services may be provided in conjunction with, but not limited to, project planning, engineering analysis and evaluations, reports of findings and presentations, grant application planning and submittals, surveys and project layouts, design engineering, construction engineering, cost estimates, mapping, master plan studies and preparation, interaction with regulatory agencies, general consulting services and any other professional services deemed appropriate by the OWNER. These tasks will be undertaken with direction by the OWNER's representatives. The ENGINEER will document the type 1 tasks in the monthly invoice. The OWNER can engage the ENGINEER for Type 1 services in any verbal or written communication.

Type 2: Such services shall typically consist of the same services described under Type 1 services. The ENGINEER will document Type 2 service requests with a written scope of services and estimated man-hours. E-mail can be used for written documentation and approval. Type 2 services can be engaged by the OWNER's Representatives

Type 3: Such services shall typically consist of the same services described under Type 1 services. The ENGINEER will prepare a task order with a defined scope of work, schedule, hourly rate not-to-exceed or lump sum fee, and is to be approved by the OWNER before work begins.

II. ADDITIONAL SERVICES

ENGINEER will provide services in accordance with the Exhibit A, "General Terms and Conditions" attached to and made a part of this AGREEMENT. The OWNER will pay ENGINEER for additional services not specified as Types 1, 2, or 3 on the same basis as for Types 1, 2, or 3 services. For services of independent professional associates and consultants employed by ENGINEER, OWNER will pay ENGINEER the amount billed to ENGINEER times a factor of 1.0. Performance of Additional Services and employment of independent professional associates and consultants by ENGINEER will require prior written authorization from OWNER. ENGINEER will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

OWNER will pay **ENGINEER** for Type 1, 2, and 3 services on the actual labor rate for the individuals involved times a labor mark-up (LMU) of 2.9. Reimbursable expenses will be billed in addition to the labor costs. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at their actual cost to **ENGINEER** times a factor of 1.0. Other reimbursable expenses will be billed to **OWNER** at the **ENGINEER**'s actual cost. Type 3 services may also be negotiated and paid for on a lump sum basis.

Direct Labor Costs used as basis of payment shall mean salaries and wages (basic and incentive) paid to all **ENGINEER**'s personnel engaged directly on the Project including, but not limited to, engineers, surveyors, designers, technicians, inspectors, secretaries, and all other professional, technical and administrative classified personnel; but does not include indirect payroll related costs or fringe benefits.

Both **OWNER** and **ENGINEER** recognize that certain occasions may arise for which the methods of payment to **ENGINEER** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately, and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.

IV. TIME SCHEDULE

This **AGREEMENT** shall remain in effect for one year from the date of the contract being executed by both parties and will be automatically renewed annually or will terminate when a new contract is executed.

V. CHANGES TO AGREEMENT

This **AGREEMENT**, along with Exhibit A, "General Terms and Conditions", consisting of five pages represent the complete **AGREEMENT** between **OWNER** and **ENGINEER** and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. ACCEPTANCE


IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

CITY OF STARKVILLE



D. Lynn Spruill
Mayor

NEEL-SCHAFFER, INC.



William Sanford, P.E.
Office Manager

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Omitted.**
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

- that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.
18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.
31. **Omitted.**

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

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

Project No. 26056 - Sudduth Bus Stop
Bid Tabulation - March 5, 2026

Line No.	Description	Estimated Quantity	Unit	Engineer's Estimate		Hannon, LLC		Groundstone Construction, LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Saw Cut for Demolition, Full Depth	190.0	LF	\$ 20.00	\$ 3,800.00	\$ 15.00	\$ 2,850.00	\$ 15.00	\$ 2,850.00
2	Clearing and Grubbing	1.0	LS	\$ 800.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
3	Removal of Curb and Gutter (All Types)	150.0	LF	\$ 25.00	\$ 3,750.00	\$ 15.00	\$ 2,250.00	\$ 15.00	\$ 2,250.00
4	Size 610 Crushed Stone Base (Under curb & gutter)	15.0	TON	\$ 160.00	\$ 2,400.00	\$ 75.00	\$ 1,125.00	\$ 75.00	\$ 1,125.00
5	Concrete Sidewalk (Includes ADA Ramps), with Fiber Reinforcements	105.0	SY	\$ 150.00	\$ 15,750.00	\$ 125.00	\$ 13,125.00	\$ 120.00	\$ 12,600.00
6	Brick Pavers (includes limestone base, bed, and polymeric sand)	40.0	SF	\$ 100.00	\$ 4,000.00	\$ 68.75	\$ 2,750.00	\$ 45.00	\$ 1,800.00
7	Concrete Combination Curb and Gutter Type 1	170.0	LF	\$ 50.00	\$ 8,500.00	\$ 35.00	\$ 5,950.00	\$ 42.50	\$ 7,225.00
8	6" Integral Header Curb	14.0	LF	\$ 40.00	\$ 560.00	\$ 20.00	\$ 280.00	\$ 15.00	\$ 210.00
9	Detectable Warning Panel, Maroon, Cast-in-place	36.0	SF	\$ 40.00	\$ 1,440.00	\$ 45.00	\$ 1,620.00	\$ 40.00	\$ 1,440.00
10	Select Fill, MDOT Borrow Excavation B9 or B9-6, LVM	18.0	CY	\$ 60.00	\$ 1,080.00	\$ 50.00	\$ 900.00	\$ 50.00	\$ 900.00
11	Remove and Replace Stop Sign	1.0	EA	\$ 300.00	\$ 300.00	\$ 350.00	\$ 350.00	\$ 300.00	\$ 300.00
12	Modify Existing Inlet, Remove inlet top & replace with cast-in-place SS-2 Top (Includes ring & cover)	1.0	EA	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00
13	Maintenance of Traffic	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00
14	Solid Sod	40.0	SY	\$ 30.00	\$ 1,200.00	\$ 25.00	\$ 1,000.00	\$ 20.00	\$ 800.00
15	Mobilization	1.0	LS	\$ 5,058.00	\$ 5,058.00	\$ 3,500.00	\$ 3,500.00	\$ 500.00	\$ 500.00
Base Bid Total =					\$ 53,638.00		\$ 43,700.00		\$ 36,500.00
Add. Alt. No. 1 - Bike Racks									
Line No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
16	Install Inverted-U-shape Bike Racks, Bolt-in, Black Color Powder Coating, Reliance Foundry R-8238 or Approved Equivalent	4.0	EA	\$ 400.00	\$ 1,600.00	\$ 550.00	\$ 2,200.00	\$ 475.00	\$ 1,900.00
Add. Alt. 1 Total =					\$ 1,600.00		\$ 2,200.00		\$ 1,900.00
Base Bid + Add. Alt. 1 =					\$ 55,238.00		\$ 45,900.00		\$ 38,400.00
								LOW QUOTE	

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



Signature

N MONTGOMERY ST

THERMOPLASTIC STRIPING PERFORMED BY OTHERS (TYP.)

PROTECT EXISTING MANHOLE

PROTECT EXISTING GRATE INLET

ADD. ALT. NO. 1
INSTALL 4 U-SHAPE BIKE RACKS

TRASH CAN AND BUS SHELTER INSTALLED BY OTHERS

ASPHALT PATCHING PERFORMED BY OTHERS

PROTECT FIRE HYDRANT

RAMP

LEVEL LANDING

RELOCATE STOP SIGN

FILL DIRT TO 6" BELOW TOP OF CURB, LANDSCAPING BY OTHERS

6" BAND SCORED BETWEEN FLUSH SIDEWALK & LANDSCAPING AREA

6
R8236

5
SS-2

DEMO EXISTING INLET TOP. REPOUR AS SS-2 TOP WITH RING & COVER, REPOUR THROAT

INTEGRAL HEADER CURB 6" ABOVE SIDEWALK

LEVEL LANDING

RAMP

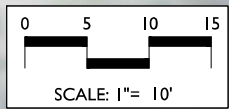
PROTECT EXISTING CURB INLET

EXISTING CHANNEL/BOX CULVERT

GREENFIELD ST

LEGEND

- ADA DETECTABLE WARNING MAT
- BRICK PAVERS
- FILL DIRT
- PROPOSED 4" SIDEWALK
- PROPOSED TYPE 1 CURB & GUTTER
- 6" INTEGRAL HEADER CURB
- SOD



CITY OF STARKVILLE
SUDDUTH BUS STOP
STARKVILLE, MS
SITE PLAN

STARKVILLE
ENGINEERING
THE CITY OF STARKVILLE ENGINEERING DEPT.
1111 W. STATE ST. STARKVILLE, MS 39779
P: 662-323-2325 F: 662-323-4182



REVISIONS:
DATE: FEB 2024
DRAWN BY: DJ
CHECKED BY: BRK
SCALE: 1" = 10' (1:12.7)
PROJECT #: 2506
SHEET NUMBER:
CI.2

13. REQUEST ACKNOWLEDGEMENT BY THE BOARD OF PRIVILEGE LICENSES IN ACCORDANCE WITH MISS. CODE ANN. § 27-17-501 ISSUED BY THE CITY CLERK’S OFFICE FOR THE MONTHS OF JANUARY AND FEBRUARY 2026 RESPECTIVELY.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the acknowledgement by the board of privilege licenses in accordance with Miss. Code Ann. § 27-17-501 issued by the City Clerk’s office for the months of January and February 2026 respectively” is enumerated, this consent item is thereby approved.

14. REQUEST AUTHORIZATION TO HIRE KENDRICK TOTTON AS SANITATION WORKER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Kendrick Totton as Sanitation Worker I in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

15. REQUEST AUTHORIZATION TO HIRE DESHAWN ROGERS AS SANITATION WORKER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Deshawn Rogers as Sanitation Worker I in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

16. REQUEST AUTHORIZATION TO HIRE DAVID “BRETT” VICK AS POLICE OFFICER – PRE ACADEMY IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire David “Brett” Vick as Police Officer – pre-academy in the Starkville Police Department” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE DILLON RICHEY AND KENNEDY DYER AS DISPATCHER – PART-TIME AND FAYE MADDOX-BECK – AS DISPATCHER – FULL-TIME IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Dillon Richey and Kennedy Dyer as Dispatcher – part-time and Faye Maddox-Beck – as Dispatcher – full-time in the Starkville Police Department” is enumerated, this consent item is thereby approved.

02/03/2026 4:02 PM
LICENSES: THRU ZZZZZZZZZZ
PAID STATUS: ALL
LIC CODES: ALL

B U S I N E S S L I C E N S E L I S T
SORTED BY: LICENSE NUMBER

ORIGINAT
EFFECT
EXPIRAT

January 2026

ID	CODE	NAME
2985	SERVICE	SOUTHERN ACTIVITY CENTERS
2986	SERVICE	ROOTDOWN 3 LLC
2987	MSBOC	SIMPSON PLASTERING LLC
2988	RETAIL	THE LINDEN GUILD MARKETPLACE
2989	HOME BD-S	SYDNI ROLLER BOOKKEEPING
2990	TRANSIENT	LOCO LEMONS LLC
2991	RETAIL	VICTRA
2992	RETAIL	EXHALE SMOKE SHOP & BEER STOR
2993	HOME BD-S	FRANKLIN GROUP PROFESSIONAL

TOTAL LICENSES: 9

03/02/2026 10:33 AM
LICENSES: THRU ZZZZZZZZZZ
PAID STATUS: ALL
LIC CODES: ALL

B U S I N E S S L I C E N S E L I S T
SORTED BY: LICENSE NUMBER

ORIGINAT
EFFECT
EXPIRAT

February 2026

ID	CODE	NAME
2994	MSBOC	WHITE OAK CONSTRUCTION INC
2995	MFV	SOUTHERN COFFEE LLC
2996	MSBOC	OUTWORK SERVICE GROUP LLC
2997	SERVICE	VISTA LLC
2998	SERVICE	BALCONY LLC
2999	SERVICE	PUGH BAIL BONDING CO
3000	SERVICE	GNOME HOMES PROPERTY MGT
3001	SERVICE	WAFFLE HOUSE #2511
3002	MFV	WHOLE BEAN COFFEE CO
3003	SERVICE	ECOATM LLC
3004	MSBOC	HOLLANDS CONSTRUCTION LLC
3005	HOME BD-S	MAGNOLIA STATE AMATEUR
3006	SERVICE	POWER MOVEMENT STARKVILLE

TOTAL LICENSES: 13

18. REQUEST AUTHORIZATION TO HIRE TONKA DAVIS AND LUKE TAYLOR AS INTERN – STUDENT METERING & BILLING IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Tonka Davis and Luke Taylor as intern – student metering & billing in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO HIRE LINDEN STELIOES-WILLS AS AN ENGINEERING CO-OP IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Linden Stelioes-Wills as an Engineering co-op in the Engineering Department” is enumerated, this consent item is thereby approved.

20. REQUEST APPROVAL FOR CITY DEPARTMENTS TO PARTICIPATE IN STARKVILLE OKTIBBEHA COUNTY SCHOOL DISTRICT’S (SOCSD) WORK BASE LEARNING (WBL) ACADEMIC PROGRAM INTERNSHIPS FOR STARKVILLE HIGH SCHOOL JUNIORS AND SENIORS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval for city departments to participate in Starkville Oktibbeha County School District’s (SOCSD) Work Base Learning (WBL) Academic Program Internships for Starkville High School juniors and seniors” is enumerated, this consent item is thereby approved.

21. REQUEST APPROVAL OF YEARLY RENEWAL OF UKG READY/KRONOS SUPPORT SERVICES CONTRACT IN THE AMOUNT OF \$1,064.84 FOR THE SUPPORT PERIOD OF 24 JUNE 2026 TO 23 JUNE 2027.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the yearly renewal of UKG Ready/Kronos support services contract in the amount of \$1,064.84 for the support period of 24 June 2026 to 23 June 2027” is enumerated, this consent item is thereby approved.

22. REQUEST APPROVAL OF THE PURCHASE OF 10 POLICE DEPARTMENT CAMERAS FROM SECURITY SOLUTIONS FOR THE LOW QUOTE PRICE OF \$57,125.21.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of 10 Police Department cameras from Security Solutions for the low quote price of \$57,125.21” is enumerated, this consent item is thereby approved.



HR, Pay, & Workforce Management

Support Services Quote

Page 1 of 2

Quote Type: Renewal
Customer: CITY OF STARKVILLE
Solution ID: 6153952
Contract #: 1215306 R23-FEB-26
Date: 26-FEB-2026
Prepared by: Yolanda Abram / US PublicSector2

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Bill To: CITY OF STARKVILLE
 110 W MAIN ST
 STARKVILLE MS 39759-2823
 UNITED STATES

Ship To: CITY OF STARKVILLE
 110 W MAIN ST
 STARKVILLE MS 39759-2823
 UNITED STATES

Contact: NAV ASHFORD
Email: n.ashford@cityofstarkville.org

CONTRACT SUMMARY

Contract Period: 24-JUN-2026 - 23-JUN-2027

Description	Support Services	Estimated Tax	Subtotal
Equipment Support Services	1,064.84	0.00	1,064.84
Total	1,064.84	0.00	1,064.84

Annualized Contract Value: 1,064.84

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

This Order is subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioner ("Lead Agency") and UKG Kronos Systems, LLC ("UKG") effective as of July 14th, 2025 (the "Omnia Master Agreement No. 24-6833") and used by Customer as an Omnia Participating Public Agency. If you are tax exempt; please provide a copy of your "Tax Exempt" certificate with your PO or signed quote.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

CITY OF STARKVILLE	UKG KRONOS SYSTEMS LLC
Signature: 	Signature: _____
Name: <u>Lynn Spruill</u>	Name: _____
Title: <u>Mayor</u>	Title: _____
Date: <u>3/17/26</u>	Date: _____



Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF STARKVILLE
Solution ID: 6153952
Contract #: 1215306 R23-FEB-26
Date:
Prepared by: Yolanda Abram / US PublicSector2

Bill To: CITY OF STARKVILLE
110 W MAIN ST
STARKVILLE MS 39759-2823
UNITED STATES

Ship To: CITY OF STARKVILLE
110 W MAIN ST
STARKVILLE MS 39759-2823
UNITED STATES

Contact: NAV ASHFORD
Email: n.ashford@cityofstarkville.org

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	2	24-JUN-2026	23-JUN-2027	365
2	Depot Exchange	Options: InTouch	2	24-JUN-2026	23-JUN-2027	365

	Support Services	Estimated Tax	Subtotal
	Equipment Support Services	1,064.84	0.00
			1,064.84

- Commercial Security Systems
- Commercial Fire Systems
- Commercial Sound
- CCTV



AND COMMUNICATIONS, INC.

- 24 Hour UL Listed Central Monitoring
 - Automation Systems
 - IT & Networking Solutions
- Fiber and Copper Data Soltions
 - Access Control

2/4/2026

City Of Starkville

Street Camera	QTY
Camera Enclosure	10
Power Tap	10
Axis P3737	9
Surge Arrestor	10
Camera Mount	10
Axis Q6020-E	1
Axis Q6075	1
Assembly	1.5
Camera Total	\$ 57,125.21

Price above is good for 30days



QUOTE

City of Starkville, MS
 101 E. Lampkin Street
 Starkville, Mississippi
 Att: Joel Clements

February 9, 2026

Quote Description SafeCity Cam with Axis Cameras
--

SALESPERSON	Project Description	Payment Terms	DUE DATE
Giacone	City of Starkville SafeCity Cameras	Net 30	

QTY	Part Number	DESCRIPTION	UNIT PRICE	LINE TOTAL
10	AS-SafeCity Enc	Active Solutions SafeCity Enclosure - Standard Size Enclosure <i>Includes power and surge requirements, rapid deployment brackets/mounts, remote reboot module and onboard camera storage (128GB Surveillance Grade SD Card) in a weatherproof enclosure. Camera mounted directly to NEMA4x weatherproof enclosure. Fiber converter to be sent by Maxxsouth for installation into backplane.</i>	\$3,998.00	\$39,980.00
9	Axis P3737 PLE	AXIS P3737-PLE P37 Series 4x 5MP AI-Powered Multidirectional Panoramic Camera, 3.2-8.1mm Varifocal Lens	\$2,139.63	\$19,256.68
9	Axis Arm/Mount	Axis Arm/Mount	\$362.58	\$3,263.18
1	Axis Q6020-E	AXIS Q6020-E 4 x 5MP Outdoor Multi-Directional Panoramic IP Camera	\$2,787.67	\$2,787.67
1	Axis Q6075	AXIS Q6075-E Q60 Series 1080p HDTV Outdoor PTZ IP Camera, 40x Optical Zoom, White	\$4,098.93	\$4,098.93
1	Axis Arm/Mount	Axis Arm/Mount/Pendant Cap	\$338.66	\$338.66
10	AS-PW-PS-25	25' Length - Cable with photo sensor fits standard street light power base	\$325.00	\$3,250.00
60	ASLABOR-ASMBLY	Installation - Unpacking - Assembly <i>Camera Installations/Remote Support</i>	\$125.00	\$7,500.00
5	ASLABOR-CONFIG	Initial Camera/Software Programming & Configuration	\$125.00	\$625.00
2	ASLABOR-ProjMgmt	Project Management	\$185.00	\$370.00
			SUBTOTAL	\$81,470.11
			SALES TAX	\$0.00
			TOTAL	\$81,470.11

23. REQUEST APPROVAL OF THE RENEWAL OF VMWARE SOFTWARE FOR THE SOLE SOURCE AMOUNT OF \$11,154.96 YEARLY.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the renewal of VMware Software for the sole source amount of \$11,154.96 yearly” is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES CONTRACT WITH THE ARTFUL GARDENER, LLC FOR THE NEW MAIN SOUTH LOOP OF THE CORNERSTONE ARBORETUM FOR THE NOT-TO-EXCEED AMOUNT OF \$3,925.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the professional services contract with the Artful Gardener, LLC for the new main south loop of the Cornerstone Arboretum for the not-to-exceed amount of \$3,925.00” is enumerated, this consent item is thereby approved.

25. REQUEST PERMISSION TO PURCHASE A VEHICLE VIN #94257 FROM COLUMBUS NISSAN IN COLUMBUS, MS, THE LESSER OF 2 QUOTES, AT A COST OF \$27,103.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval to purchase a vehicle vin #94257 from Columbus Nissan in Columbus, MS, the lesser of 2 quotes, at a cost of \$27,103.00” is enumerated, this consent item is thereby approved.

26. REQUEST APPROVAL FOR EZ AUTO SALES TO REPLACE THE ENGINE WITH A REMANUFACTURED ENGINE, IN THE 2020 DODGE DURANGO VIN...#40842 IN THE AMOUNT OF \$7,945.82, WHICH IS THE LOWEST OF (3) ESTIMATES.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval for EZ Auto Sales to replace the engine with a remanufactured engine, in the 2020 Dodge Durango vin...#40842 in the amount of \$7,945.82, which is the lowest of (3) estimates” is enumerated, this consent item is thereby approved.

27. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$11,880.00 FOR THE REPLACEMENT OF TWO ELECTRONIC BUTTERFLY VALVES AT MONTGOMERY PLANT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval to accept the low quote from Bill Young in the amount of \$11,880.00 for the replacement of two electronic butterfly valves at Montgomery Plant” is enumerated, this consent item is thereby approved.

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Mike Krohn
Phone:
Fax:
Email: mike.krohn@connection.com

25856952.01
PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING
Date: 2/18/2026
Valid Through: 2/25/2026
Account #:

Customer Contact: Joel Clements **Phone:** (662) 323-4131
Email: joel.clements@cityofstarkville.org **Fax:** (662) 324-4016

QUOTE PROVIDED TO: AB#: 25330255 City of Starkville Joel Clements 110 W Main St Starkville, MS 39759-2823 US (662) 323-4131	SHIP TO: AB#: 25330256 City of Starkville Joel Clements 110 W Main St Starkville, MS 39759-2823 US (662) 323-4131
--	--

DELIVERY	FOB	SHIP VIA	PRODUCT WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	N1	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: <https://www.govconnection.com/content/about/legal/terms-and-conditions-sale>, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1				* 3 Year Term Billed Annually *			\$ -
2				Year 1: Start Date: 04/18/2026 End Date: 04/17/2027			\$ -
3	72	42076094	VCF-CLD-FND-A	Corp. Cloud Foundation	VMware - Licensing	\$ 154.93	\$ 11,154.96
4				Year 2: Start Date: 04/18/2027 End Date: 04/17/2028			\$ -
5	72	42076094	VCF-CLD-FND-A	Corp. Cloud Foundation	VMware - Licensing	\$ 154.93	\$ 11,154.96
6				Year 3: Start Date: 04/18/2028 End Date: 04/17/2029			\$ -
7	72	42076094	VCF-CLD-FND-A	Corp. Cloud Foundation	VMware - Licensing	\$ 154.93	\$ 11,154.96
Subtotal						\$	33,464.88
Fee						\$	0.00
Shipping and Handling						\$	0.00
Tax							Exempt!
Total						\$	33,464.88



ORDERING INFORMATION

GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address	Remittance Address
GovConnection, Inc. 732 Milford Road Merrimack, NH 03054	GovConnection, Inc. Box 536477 Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer’s Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order. Prices are subject to change without notice. Connection works with many Original Equipment Manufacturers (OEM's) and cannot control when their prices are updated. We reserve the right to change the price in accordance with OEM price changes.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374



Bob Brzuszek
The Artful Gardener LLC
Landscape and Ecological Consulting
2202 Plum Rd., Starkville, MS 39762
662-694-0371

March 5, 2026

Mr. Chris Williams, Associate Engineer
The City of Starkville
Starkville, MS 39759

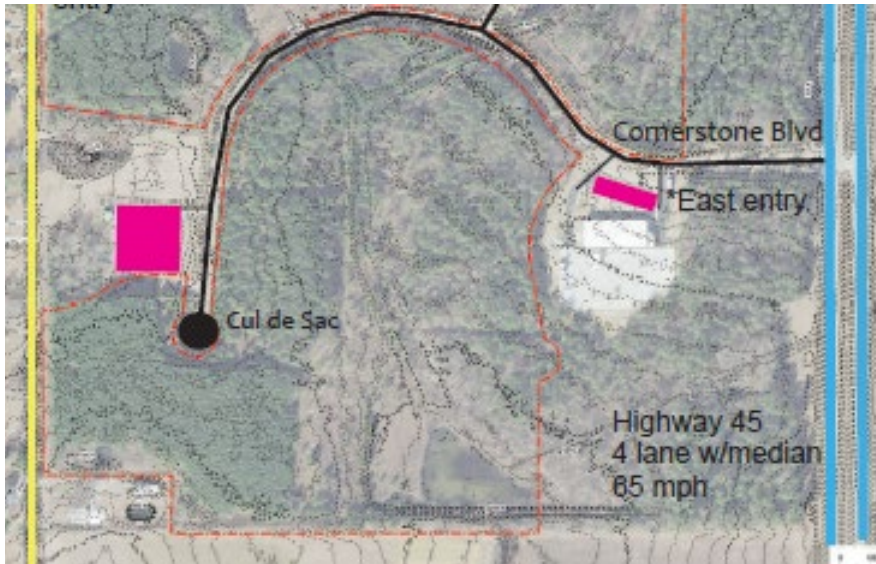
Re: Proposal for Cornerstone Park Main South Loop layout

Mr. Williams,

Thank you for inviting me to submit a proposal for Cornerstone Park for a trail design for the main loop on the southern portion of the property. A proposed design was initiated in the Cornerstone Park Landscape Concept Plan but it will need to be adjusted for field accuracy. We propose to review the site and flag the trail as per the plan and then review and make adjustments as necessary. It is recommended to just do the main trail at this time and to assess it for a period of time before adding more trail openings.

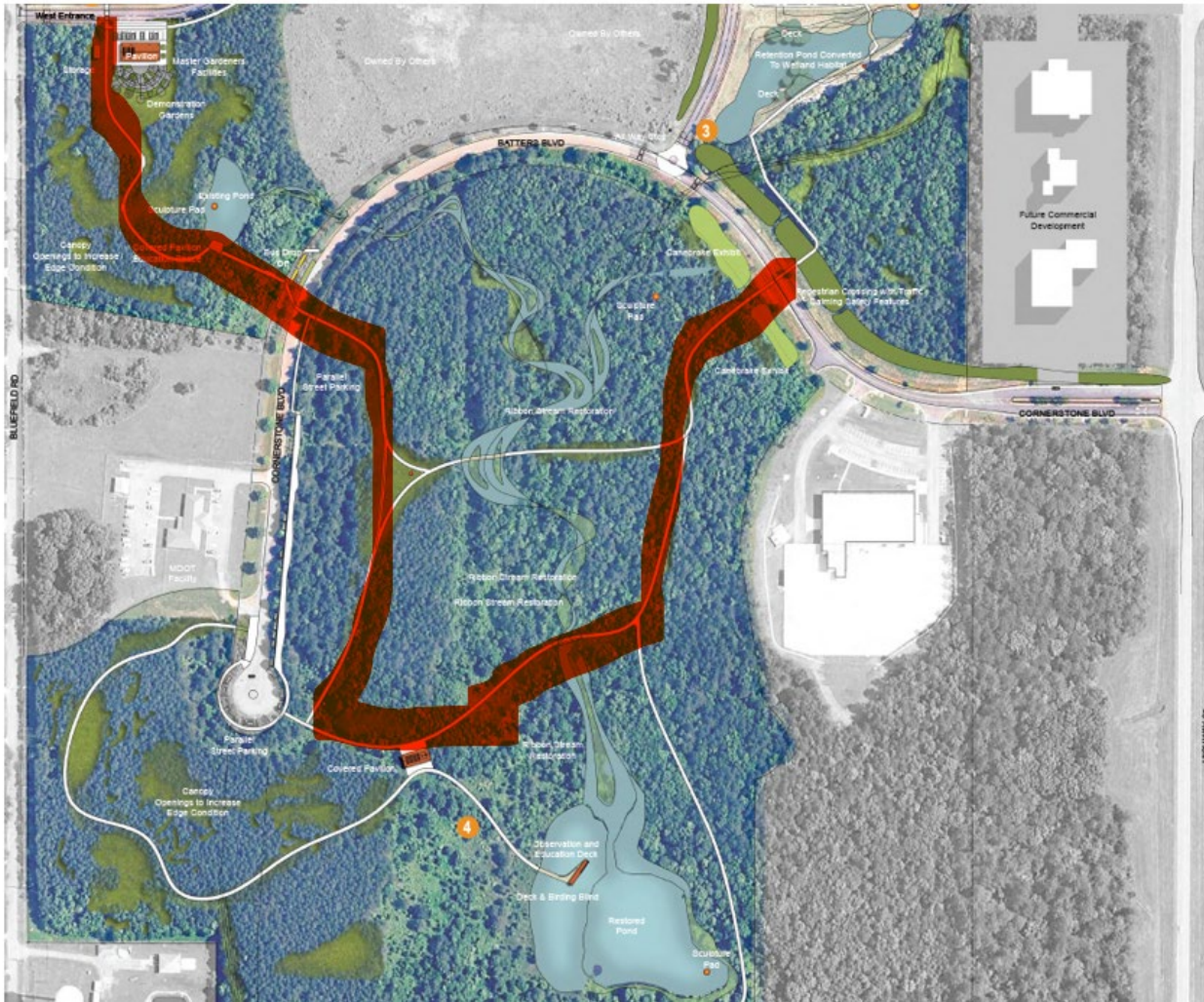
PROJECT AREA

The south trail is slated for the southern portion of the park as defined by Cornerstone Blvd. to the north and the west property line as shown below.



CORNERSTONE ARBORETUM CONCEPT PLAN SOUTH TRAIL

The below plan shows the general layout of the south trail system that connects the future landscape places. This proposal will verify the best connection points to the existing trail system and determine layout for curves to accommodate timber removal and future vehicle access. It should be a vehicle access trail with 10' width to accommodate a utility vehicle for emergency access. The main south route identified in this proposal is shown in red below.



SCOPE OF SERVICES

This proposal will provide the following services:

- Identify safety access points across Cornerstone Boulevard for pedestrian access.
- Review and flag on site the 2025 Cornerstone Park Concept Plan southern trail layout.
- Inventory the general area for significant trees, plant communities, site features and other points of interest.
- Revise and adjust the Cornerstone Park Concept Plan for changes.
- Flag the adjusted trail in the field for review and forestry mowing.

ESTIMATE HOURS AND FEES

We use a direct cost billing method in order to provide maximum savings. Our fees for expenses toward the project include travel (.75c/mi current rate), hours performed (site visits, inventory and analysis, CAD work, field work) at \$75/hr., and materials/services (plan reproductions). Estimated times and costs will be provided for each phase to the client as requested and itemized invoices will be submitted. Changes to written quotes from the client or site conditions that result in additional time or materials will be added to all project fees, with advance notice.

We are estimating 47 total hours of direct consulting time which will include our above services, with other expenses to not exceed \$3,925 to carry this through project installation.

Thank you for this opportunity and please let us know if you have any questions. We look forward to working with you.

A handwritten signature in black ink, appearing to read 'Bob Brzuszek', with a long horizontal flourish extending to the right.

Bob Brzuszek, ASLA
The Artful Gardener LLC
2202 Plum Rd., Starkville, MS 39762
theartfulgardener7@gmail.com

Sincerel



COLUMBUS NISSAN
 100 Highway 12 East
 Columbus, MS 39702
 PH - 662-328-6601
 FAX - 662-327-6855

F&I Deal Recap

03/05/2025

12:31 PM

Buyer:

Cobuyer:

Deal #

Stock # N25246

Booked: 2026 NISSA ROGUE 5N1B73BA0TC694257
 Type: Cash Arrived: 09/05/2025 Mileage: 12
 Class: MSRP: \$32,200.00 New SUV
 Cust#: Sales Price: \$30,194.00 Age: 181

MSRP: 32,200.00
 Sales Price: 30,194.00
 Non-Tax Rebate: 0.00
 Taxable Price: 30,194.00
 Down Payment: 0.00
 Taxable Rebate: 3,500.00
 Trade Allowance: 0.00

Trade Payoff: 0.00
 Products: 0.00
 Insurance: 0.00
 Service Contracts: 0.00
 Fees: 409.00
 Taxes: 0.00
 Amount Due: 27,103.00

Service Contracts

Company	Contract #	Start Date	Months/Miles	Ending	Price
N/A	N/A	N/A	N/A	N/A	N/A

Products

Insurance

Fees

Description	Price	Description	Price
		Delivery Fee	399.00
		License Fee	0.00
		Title Fee	10.00

Taxes

Rebates

Description	%	Price	Description	Price	Taxable
			Rebate	3500.00	Y

Deal Employee(s)

Role	Primary Name



Nissan Brandon
108 Gray Daniels Blvd
Brandon, MS 39042



SALES WORKSHEET

Salesman IRON HOLMES Customer No. _____ Date 01/08/2026
 Customer John Pearson Starkville Police Dept. DOB // Driver's License _____
 Co-Customer _____ DOB // Driver's License _____
 Address 783 FOREST GLEN RD City COLUMBUS State MS Zip 39705
 Resident Phone _____ Cell# (662) 418-7924 County LOWNDES Business Phone _____
 Please Enter My Order for the following: New Used Demo E-mail j.pearson@cityofstarkville.org
 Vehicle Nissan Model Rogue Body Type S 4dr Front-Wheel Dr Year 2026 Stock # TC680577
 Color Super Black ID# 5N1BT3AA1TC680577 Mileage 8 KEY # _____

USED CAR TRADE-IN AND/OR OTHER CREDITS			SELLING PRICE	31,010.00
YEAR	MAKE	MODEL	PROTECTION PACKAGE	449.00
MILEAGE	V.I.N.		LIFETIME NITROGEN	199.00
YEAR	MAKE	MODEL	Discount	1,270.00
MILEAGE	V.I.N.		PRICE OF VEHICLE & OPTIONS	30,388.00
AUTOMOBILE BILL OF SALE As part of this agreement I hereby sell and convey to GRAY-DANIELS NISSAN BRANDON the above described vehicle of which I am the sole owner and warrant said vehicle to be free and clear of all liens and encumbrances except those stated below. X _____ (CUSTOMER'S SIGNATURE)			TRADE ALLOWANCE	
			NET DIFFERENCE	
			*DOCUMENT/SERVICE FEE	425.00
			PROTECTION PLUS (OPTIONAL)	
			SUBTOTAL	30,813.00
			SALES TAX	
			STATE TITLE & INSPECTION	10.00
PAYOFF INFORMATION				
PAYOFF TO			SUB TOTAL	30,823.00
ADDRESS			** PAY-OFF BALANCE OF TRADE	
CITY	STATE	ZIP		
AMOUNT .00	ACCT#			
QUOTED BY	GOOD UNTIL			
LIEN INFORMATION ON PURCHASE				
INSTITUTION				
ADDRESS				
CITY	STATE	ZIP	TOTAL DUE	30,823.00
LIEN AMOUNT#			DOWN PAYMENT	
INSURANCE VERIFICATION			REBATE (IF APPLICABLE)	3,500.00
INS. CO	PH NO.		UNPAID BALANCE	27,323.00
POLICY NO.			PAYOFF BALANCE CUSTOMER AGREES TO PAY ANY DIFFERENCES**	
VERIFIED BY				

*A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATIONS OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.

USED CARS ONLY. If you are purchasing a used vehicle, the Dealer is providing you a three (3) day guarantee on the purchase of the used vehicle described herein. Within three (3) calendar days from the date the vehicle is delivered to you, whether upon consummation of the purchase of the vehicle or pursuant to a conditional delivery as described herein, you may return the vehicle to the Dealer for any reason. If you choose to do so, the Dealer will apply 100% of the money previously paid by you toward the purchase of another vehicle. You must choose a replacement vehicle from the current "In Stock" vehicle selection within seven (7) days of returning the used vehicle. This guarantee is contingent upon the return of the vehicle described in the same condition as delivered to you. If the original purchase was financed, this guarantee is also contingent upon your obtaining financing for the purchase of the replacement vehicle.

The used car that you are agreeing to purchase may have sustained damage prior to the time that the Dealer took possession of it, and the Dealer makes no warranties as to its condition aside from those on the vehicle's window form.. You acknowledge that you have the opportunity to examine the vehicle and/or take the vehicle to be examined by any one of your choosing prior to executing this Customer Purchase Order and that you will have further opportunity to do so during the three (3) day period discussed above, in purchasing the used vehicle. **YOU AGREE THAT YOU ARE NOT RELYING ON ANY STATEMENT MADE BY ANYONE AT THE DEALERSHIP AS TO THE CONDITION OR DAMAGE TO THE VEHICLE PRIOR TO COMING INTO THE POSSESSION OF THE DEALERSHIP.**

The purpose of this Worksheet is to summarize the preliminary understanding and mutual intent of the Dealer and Customer as to the negotiation of the general terms for the proposed purchase of the above described vehicle. Customer hereby acknowledges and agrees that all terms and conditions for the proposed purchase of the vehicle must be approved by Dealer's Business/Financing Manager.

THIS WORKSHEET IS NOT, AND IS NOT INTENDED TO BE A LEGALLY BINDING AGREEMENT BETWEEN THE DEALER AND CUSTOMER. Neither party is legally obligated to consummate the purchase of the vehicle upon the terms listed above unless, and until such time as Customer and the Dealer enter into and execute a separate Customer's Purchase Order. Customer hereby acknowledges and understands that there may be other terms and conditions that

02/04/2026

E Z Auto Sales

4525 Hwy 82 W
Maben, Ms. 39750
662-323-5657
Tire & Service Center

Estimate

Starkville Police Dept.

Starkville MS 39759

(662) 769-4415

2020 DODGE DURANGO
3.6L DOHC MULTIPORT FUEL INJ

Tag: Mileage:
ID: 1C4RDJFG9LC440842

<u>Labor</u>	<u>Amount</u>
R & R LONG-BLOCK & TRANSFER PARTS	\$2,200.00
	<u>\$2,200.00</u>

<u>Part No.</u>	<u>Parts</u>	<u>Quantity</u>	<u>Each</u>	
	5W20 MOTOR OIL	7.00	\$4.99	\$34.93
	ANTI-FREEZE(PER GALLON)	1.00	\$18.99	\$18.99
	REMANUFACTURED ENGINE	1.00	\$5,369.00	\$5,369.00
	VALVE COVER GASKETS	1.00	\$79.99	\$79.99
	INTAKE GASKET SET	1.00	\$59.99	\$59.99
	OIL FILTER	1.00	\$8.99	\$8.99
	SPARK PLUGS	6.00	\$13.99	\$83.94
	THERMOSTAT	1.00	\$89.99	\$89.99
				<u>\$5,745.82</u>
			<u>Subtotal</u>	<u>\$7,945.82</u>
			<u>Tax</u>	<u>\$0.00</u>
			<u>Total</u>	<u>\$7,945.82</u>

An express mechanics lien is acknowledged on the above vehicle to secure the amount of repairs thereto, until such time as cash payment has been made in full. It is understood that we will not be held responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond our control. Upon signing this repair order it is accepted as a complete and comprehensive description of the repair work done on this vehicle.

DATE 3/17/26

SIGNED 



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

Bill Young

ESTIMATE

FOR: City Of Starkville
cmcclain@starkvilleutilities.com

NUMBER: EST0029
DATE: Mar 2, 2026

Description	Quantity	Unit price	Amount
2- 8" electric butterfly valves	1	\$11,880.00	\$11,880.00

SUBTOTAL: \$11,880.00

TOTAL \$11,880.00

Comments

labor mileage and materials to replace two 8" electric butterfly valves at academy st plant

Estimate

Labor, mileage and materials to replace 2 8" electric butterfly valves at Academy St. plant



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

Estimate No.
EST-1

Date
Mar 04 2026

To
Starkville Utilities
United States

Estimate Valid Till
Jun 02 2026

Description	Quantity	Rate	Amount
2 - 8" electric butterfly valves	1	13622.00	USD 13622.00
		Sub Total	13,622.00
		Total (USD)	13,622.00

Email: vaughanwaterworks@gmail.com



28. REQUEST AUTHORIZATION TO ACCEPT THE EMERGENCY PURCHASE IN ACCORDANCE WITH MS STATE STATUTE 31-7-13 FROM PARKS & PARKS WATER WELL SERVICE INC. IN THE AMOUNT NOT TO EXCEED \$11,500.00 FOR WELL MOTOR REPAIR FOR THE CURRY WELL.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval to accept the emergency purchase in accordance with MS State Statute 31-7-13 from Parks & Parks Water Well Service Inc. in the amount not to exceed \$11,500.00 for well motor repair for the Curry Well” is enumerated, this consent item is thereby approved.

29. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$30,200.00 FOR THE PURCHASE OF TWO BOOSTER PUMPS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval to accept the low quote from Bill Young in the amount of \$30,200.00 for the purchase of two booster pumps” is enumerated, this consent item is thereby approved.

30. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM GLOBAL RENTAL CO., INC. IN THE AMOUNT OF \$290,690.00 FOR A USED DISTRIBUTION DIGGER DERRICK.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best bid from Global Rental Co., inc. in the amount of \$290,690.00 for a used Distribution Digger Derrick” is enumerated, this consent item is thereby approved.

31. APPROVAL OF WORK AUTHORIZATION 26-01 WITH CLEARWATER CONSULTANTS, INC. TO PROVIDE ENGINEERING SERVICES FOR THE STARK ROAD FORCE MAIN IMPROVEMENTS PROJECT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval of work authorization 26-01 with Clearwater Consultants, Inc. to provide engineering services for the Stark Road Force Main Improvements Project” is enumerated, this consent item is thereby approved.

PARKS & PARKS WATER WELL SERVICE INC.
109 OKOLONA CUTOFF ROAD
HOUSTON, MISSISSIPPI 38851
662-456-2011

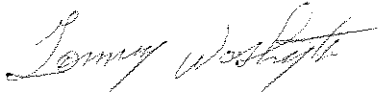
QUOTATION

NAME: CITY OF STARKVILLE	CONTACT: JACK
ADDRESS:	RE:
CITY:	PHONE: 662-285-8795
STATE:	EMAIL:
DATE: 3/5/2026	QUOTE VALID FOR 30 DAYS
DESCRIPTION	

TO REWIND 150 HP MOTOR TO 200 HP WITH NEW BEARING AND DELIVERY TO CITY.

TOTAL

\$11,500.00



TOMMY WASHINGTON

662-456-6835

tommywashington2514@gmail.com

Estimate

Labor, mileage and materials to replace damage pump and motor at airport station



From

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

Estimate No.

EST-2

Date

Mar 04 2026

To

Starkville Utilities
United States

Estimate Valid Till

Jun 02 2026

Description	Quantity	Rate	Amount
new 600gpm centrifugal pump installed	1	17365.00	USD 17365.00
		Sub Total	17,365.00
		Total (USD)	17,365.00

Email: vaughanwaterworks@gmail.com





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

Bill Young

ESTIMATE

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

NUMBER: EST0030
DATE: Mar 2, 2026

Description	Quantity	Unit price	Amount
New 600 gpm centrifugal pump installed	1	\$15,100.00	\$15,100.00

SUBTOTAL: \$15,100.00

TOTAL \$15,100.00

Comments

labor mileage and materials to replace damage pump and motor at airport booster station

**EXHIBIT A
STARKVILLE UTILITIES
CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI**

WORK AUTHORIZATION Number 26-01

Stark Road Force Main Improvements

Project Identification No. _____

Date: March 18, 2026

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("OWNER") and Clearwater Consultants, Inc. ("ENGINEER") dated September 2024.

Scope of Services

The Engineer shall provide Professional Services for the Stark Road Force Main Improvement Project. See the attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Time of performance will begin upon execution of this work authorization and will be extend until 30 days after final inspection of the completed work.

Compensation

1. Basic Services:

Design, Regulatory Review and Procurement	\$ 92,200
Contract Administration, Construction Engineering and Closeout	\$ 61,100

2. Additional Services:

Allowance for Route and Obstruction Location Surveys	\$ 10,000
Allowance for Materials and Quality Assurance Testing	\$ 10,000
Allowance for On-Site Services Beyond Two Visits per Week	\$ 16,500

Actual compensation for Special Services will be invoiced according to the Rate Schedule presented as Exhibit C.

Agree as to Scope of Services, Time of Performance and Compensation:

City of Starkville



Honorable D. Lynn Spruill, Mayor

Date: March 18, 2026

Clearwater Consultants, Inc.



Carey Hardin, P.E., President

Date: March 18, 2026

**EXHIBIT B – SCOPE OF SERVICES
STARKVILLE UTILITIES
CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI**

WORK AUTHORIZATION Number 26-01

Stark Road Force Main Improvements

PROJECT DESCRIPTION:

The OWNER intends to make improvements to the force main serving the Trim Cane Wastewater Pump Station in northwest Starkville. The improvements contemplated include replacement of a segment of the 45 year-old force main located between Highway 182 and Highway 12 along Stark Rd (hereinafter called the PROJECT) and is engaging the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

A. DESIGN PHASE: After authorization to proceed the ENGINEER shall:

In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary drawings as appropriate, determine the extent of the project.

1. Advise the Owner of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys.
2. Prepare final detailed design contract drawings, specifications and contract documents for the design alternative selected.
3. Submit appropriate documents to state and federal agencies for approval as required.
4. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.

B. BID PHASE: During the Bid Phase, the ENGINEER shall provide the following services:

1. Assist the OWNER in securing bids, tabulation and analysis of bid results.
2. Assist the OWNER in preparation of contract documents for the award of construction contracts.

C. CONSTRUCTION PHASE: During the Construction Phase, the ENGINEER shall provide the following services:

1. Arrange and conduct a pre-construction conference.
2. Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.
3. Make visits to the site at various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to

determine in general if such work is proceeding in accordance with the contractor's schedule. ENGINEER shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.

4. Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 7 business days from receipt.
5. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist the OWNER in monitoring the quality of construction.
6. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to a change in field conditions or changes to the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.
7. Advise the OWNER of needed special services (Section II) and assist the OWNER in the acquisition of such services as appropriate.
8. Check and certify the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.
9. From information provided by the resident project representative and surveys made under special services or by others, compute final quantities of work completed by contractors on the project.
10. Make a final inspection with OWNER and government representatives of the completed work and provide a report of ENGINEER'S recommendation regarding contractor's final payment.
11. Prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.
12. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to properly perform duties undertaken by the ENGINEER under this Agreement.
13. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
14. Prepare Record Drawings and deliver in both printed and electronic format to the Owner.

SECTION II – SPECIAL SERVICES

At the request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER'S own forces or through subcontracts with other professionals. Special services which may be requested may include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.
- C. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.
- D. Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.
- E. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.
- F. Extra Work Created by Design Changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.
- G. Extra Work Required to revise Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- H. Additional services required for construction administration due to unforeseen circumstances, including, but not limited to, unavoidable delays in construction and contractor not completing work within contract time.

SECTION III – OWNER'S RESPONSIBILITIES

- A. Provide full information as to the requirements for the PROJECT.
- B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. This includes providing topographical information/files to be used for design on this project.
- C. Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- E. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.

- F. Access to the Site/Jobsite Safety. Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services. The OWNER understands that the ENGINEER is not responsible in any way for the means, methods, sequence, procedures, techniques, scheduling of construction or jobsite safety. The ENGINEER will not be responsible for any losses or injuries that occur at the PROJECT site.

Clearwater Consultants, Inc.
Rate Schedule - 2025

Principal/Project Manager	\$ 175.00/Hour
Project Engineer III	\$ 155.00/Hour
Project Engineer II	\$ 135.00/Hour
Engineer Intern	\$ 105.00/Hour
CAD Draftsman	\$ 105.00/Hour
RPR/Field Technician III	\$ 105.00/Hour
RPR/Field Technician II	\$ 75.00/Hour
RPR/Field Technician I	\$ 55.00/Hour
Clerical/Admin/Data Processing	\$ 55.00/Hour
Survey Crew w/Total Station	
One-Man	\$150.00/Hour
Two-Man	\$175.00/Hour
 <i>Travel</i>	
Auto	\$ 0.60/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.
Lodging & Meals	Actual Cost
Aerial Mapping	Actual Cost + 15%
<i>Other Direct Expenses</i>	Actual Cost + 15%

We have prepared a quote for you

Starkville Utilities- Cisco Equipment

Quote # 016956 Version 1

Prepared for:

Starkville Utilities

Prepared by:

Hailey Newell

Starkville Utilities- Cisco Equipment

Expiration Date: 4/7/2026

Prepared by:

Mississippi Location

19440 Hwy 25 North
Louisville, Mississippi 39339
Hailey Newell
616.837.6930
hailey.newell@endeavorit.com

Prepared for:

Starkville Utilities

605 Doctor Martin Luther King Junior Drive
East
Starkville, MS 39759
Joel Clements
joel.clements@cityofstarkville.org

Quote Information:

Quote #: 016956

Version: 1

Delivery Date: 03/10/2026

General Notations

This quote is not an invoice. An invoice will be issued after a PO or signature has been received.

Unused items in original condition may be returned within 30 days of receipt. Restocking fees, set at a minimum of 15% of the original sale price, will be applied upon return. Additionally, all shipping and handling charges will be billed to the customer.

Product or Vendor specifics:

Recurring Monthly Services and Products: Recurring Monthly Service and Products provided in the estimate are determined to be for a minimum of a 1 year term which will automatically renew for an additional 1 year term. The term of the 1 year agreement starts on the first day of the month following acceptance of the estimate. CUSTOMER must provide, in writing, a cancellation notice a minimum of 30 days in advance of the end of the 1 year term. For recurring products based on a per-unit charge, CUSTOMER agrees to pay any differences in fees arising from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit.

Dell Products: Effective Monday, March 4th, 2024, Dell has issued a return policy that does not permit returns from commercial customers. Please review your quote and ensure overall accuracy for your needs before your final purchase. All sales for Dell are final.

Mitel Phone Purchases: When you receive your phones, please check each phone to ensure that the phone works. There is a 90 day return policy from the date the phones were shipped for phones that do not work. If the shipment date is over 90 days, then the return will be subject to any charges incurred to replace the phone.

Statement of Work

Statement of Work (SOW)

Scope of Work

5 Installation and Configuration of Switches

Post-Delivery Issue Resolution Window

Following completion and delivery of the work outlined in this Statement of Work, the Client will have a period of forty-five (45) calendar days to review and identify any issues related to the delivered work.

Client System Changes and Impact

Any modifications or configuration changes made by the Client or a third party after project completion are outside the scope of this SOW.

Cabling

Description	Price	Qty	Ext. Price
VAR-N370-01M Tripp Lite series Duplex Singlemode 9/125 Fiber Patch Cable (LC/LC), 1M (3 ft.)	\$17.00	5	\$85.00
VAR-N201-003-RD Tripp Lite series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Red, 3 ft. (0.91 m)	\$3.00	5	\$15.00
VAR-N201-006-RD Tripp Lite series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Red, 6 ft. (1.83 m)	\$4.00	5	\$20.00
VAR-N201-010-RD Tripp Lite series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Red, 10 ft. (3.05 m)	\$5.00	5	\$25.00
Subtotal:			\$145.00

Networking

Description	Price	Qty	Ext. Price
VAR-C9200CX-12P-2X2G-E Catalyst 9000 Compact Switch 12-Port PoE+, 240W, Essentials	\$1,680.00	5	\$8,400.00
VAR-CON-SNT-C920CXPO SNTC-8X5XNBD Catalyst 9000 Compact Switch 12-Port PoE 3 Years	\$520.00	5	\$2,600.00
VAR-C9200CX-DNAE12-3Y C9200CX Cisco DNA Essentials, 3Y Term License, 12P	\$224.00	5	\$1,120.00
VAR-CAB-TA-NA North America AC Type A Power Cable	\$0.00	5	\$0.00
VAR-C9200CX-DNA-E-12 C9200CX Cisco DNA Essentials, 12-Port Term Licenses	\$0.00	5	\$0.00
VAR-SERV-NETWORK Installation and Configuration of Switches	\$250.00	5	\$1,250.00
Subtotal:			\$13,370.00

Quote Summary

Description	Amount
Cabling	\$145.00

Quote Summary

Description	Amount
Networking	\$13,370.00
Total:	\$13,515.00

Terms and Conditions

- A. Estimates are valid for 30 calendar days from the date of issuance to the CUSTOMER. All estimates are created in Good Faith and are generated from information known at the time of the estimate and DO NOT constitute any type of price guarantee.
- B. Terms and Late Payment Fees. All invoices and payments are Due Upon Receipt unless other terms are approved by ENDEAVOR IT. Late Payment is defined as payments not received under the standard terms following our sending the invoice via e-mail to your billing liaison. There is a late payment penalty of 1.5% of the amount past due per month. In addition, all past due amounts, including the late charge, shall bear interest at the lower of 1.5% per month or the applicable maximum legal rate. If there is any late payment(s) on your account, ENDEAVOR IT, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or disconnect the servicing of your account, without notice to the CUSTOMER.
- C. Professional Services and Products. ENDEAVOR IT will provide the Professional Services and products to the CUSTOMER as detailed herein or in any schedules attached to this estimate and invoice these amounts in full. For recurring products based on a per-unit charge, CUSTOMER agrees to pay any differences in fees arising from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit of measure in the estimate.
- D. Billing Terms. On-site services are billed "portal-to-portal". The service charges for on-site service begins when a billable staff member leaves the ENDEAVOR IT headquarters and ends when that member returns to the ENDEAVOR IT office.
- E. After-Hours. All Services provided during normal business hours are defined as Monday through Friday, 8:00 AM to 5:00PM Eastern Time, excluding nationally recognized Holidays. After-hours rates are defined as Services performed outside of normal business hours as defined above and may incur additional charges.
- F. Travel Expenses. ENDEAVOR IT will invoice for any additional travel expenses including but not limited to parking, tolls, hotels, airline fees, and other costs incurred on behalf of the CUSTOMER.
- G. Out of Scope Services and Products. Out of Scope Services and Products are defined as Service and/or Product costs that, by the sole determination of ENDEAVOR IT, may be incurred in excess of the original estimate that are specifically requested or required in order to successfully fulfill the CUSTOMER'S expectations of the estimate. If ENDEAVOR IT and/or CUSTOMER determine during the course of providing Services and Products specific to a particular engagement that there may be Out of Scope Services and Products, each has the responsibility to bring to the other's attention the overage as quickly as reasonably possible. Each party agrees to work together expeditiously to quantify and provide an estimate to the CUSTOMER for any Out of Scope items PRIOR to any additional costs being incurred on behalf of the CUSTOMER.
- H. Professional Service and Product Overages. Overages are defined as Services and Products in excess of the original Bill of Materials from which the estimate was generated. For Services, the ENDEAVOR IT agrees to closely monitor Services used vs. Services estimated and to escalate to management when the amount remaining is less than 20% of the estimate. ENDEAVOR IT's management will evaluate whether or not the estimated Services and/or Products will be sufficient to complete the original Statement of Work. Should additional Services and/or Products be necessary to complete the original statement of work, ENDEAVOR IT will determine additional costs required and provide an additional estimate to the CUSTOMER. In both cases, the CUSTOMER agrees to be willing to review additional costs in good faith should such overage be deemed necessary.
- I. Prepayment/Down payment. ENDEAVOR IT reserves the right, on a case-by-case basis, to request via invoice and receive a prepayment or down payment on any service or product prior to performing any work or procuring any products on behalf of the CUSTOMER.
- J. Shipping/Handling Fees. Shipping/Handling fees incurred from accepted estimates may be invoiced to the CUSTOMER.
- K. Bills of Material generation. Any products that are presented for quotation to ENDEAVOR IT on behalf of the CUSTOMER without validation by ENDEAVOR IT are deemed to be validated by the CUSTOMER. In this case, the CUSTOMER assumes full responsibility for the accuracy of the Bill of Material. ENDEAVOR IT, in coordination with the CUSTOMER, may choose to perform a technical validation prior to ordering which may result in additional costs to the CUSTOMER.
- L. Returns/RMA. Any ENDEAVOR IT validated product ordered by ENDEAVOR IT on behalf of the CUSTOMER can be returned via RMA (Return Material Authorization) within 30 days of the invoice date to the CUSTOMER subject to RMA approval by

ENDEAVOR IT. Returns/RMA products may be subject to a restocking fee and additional shipping fees.

M. Initial Setup Fee. If applicable, ENDEAVOR IT will perform the installation as detailed herein or in any attached schedules. Once accepted by the CUSTOMER, CUSTOMER agrees to pay any installation fees defined herein.

N. Recurring Monthly Services and Products. Recurring Monthly Service and Products provided in the estimate are determined to be for a minimum of a 1 year term which will automatically renew for an additional 1 year term. The term of the 1 year agreement starts on the first day of the month following acceptance of the estimate. CUSTOMER must provide, in writing, a cancellation notice a minimum of 30 days in advance of the end of the 1 year term. For recurring products based on a per-unit charge, CUSTOMER agrees to pay any differences in fees arising from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit.

O. Taxes. There shall be added to the charges due an amount equal to all taxes based upon all services, equipment, hardware, software, freight and other applicable charges. This includes all state and local sales and use taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by ENDEAVOR IT in respect to the foregoing.

P. Invoicing. ENDEAVOR IT will invoice CUSTOMER for all approved services, charges, hardware, software, and taxes on demand according to CUSTOMER terms of this estimate. Invoicing is performed by ENDEAVOR IT on or about the first and 15th of each month. Any questions arising from an invoice generated by ENDEAVOR IT must be communicated by the CUSTOMER to ENDEAVOR IT within 15 days of issuance of the invoice or the invoice is deemed to be acceptable by the CUSTOMER.

Q. Electronic Payments. Payments made to ENDEAVOR IT in the form of cash/check or ACH will be processed at the price quoted herein. All other forms of payment will incur a 3% addition to the quote for loss of cash discount.

R. By issuing a Purchase Order (PO) for this proposal, you acknowledge and accept the estimated pricing, as well as the terms and conditions outlined in this document.

Mississippi Location

Starkville Utilities

Signature: Hailey Newell
Name: Hailey Newell
Title: Sales Account Executive
Date: 03/10/2026

Signature: Joel Clements
Name: Joel Clements
Date: 3/17/26

32. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM ENDEAVOR IT IN THE AMOUNT OF \$13,515.00 FOR NETWORKING EQUIPMENT AT OUR WATER TREATMENT FACILITIES.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the “approval to accept the low quote from Endeavor it in the amount of \$13,515.00 for networking equipment at our water treatment facilities” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill noted there would be a city-wide garbage pick-up April 2 as the City will be closed on Good Friday. She announced there will be Starkville High School parade and pep rally to celebrate the boys and girls basketball teams for both teams winning the championship on Tuesday, March 24. Mayor Spruill introduced new employees Lawson Sumner, Warren Hudson and Kadaisa Jones with Starkville Utilities, Pooja Shaunak with the City Clerk’s Office, and Darlene Brooks with Human Resources.

BOARD OF ALDERMEN COMMENTS: Vice Mayor Perkins noted that the former City Attorney, Chris Latimer and former Alderman of Ward 3, Jeffery Rupp were in attendance.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that Lenora Tucker wanted to thank everyone for their support since the passing of her husband as well as the Perkins, Howard, and Turner families appreciated the support.

Kathy Bibbs, 405 S. Lafayette Street, expressed concern about sewage backup at her property and would like the City to come and inspect.

Rodney Lincoln, Ward 2, noted Edward Kemp and the utilities department did a great job restoring power during the storm Sunday

FIRST PUBLIC HEARING TO ADOPT AN ORDINANCE TO CONTROL THE SALE OF SYNTHETIC KRATOM AND KRATOM PRODUCTS WITHIN THE CITY LIMITS OF STARKVILLE.

Mayor Spruill opened the Public Hearing to the public. She called for citizens to take turns whether speaking neutral, for and against the proposed Kratom ordinance.

Speaking in favor:

Brandie Stribling stated the effects that 7OH pills and Kratom have had on her family and would like it to be banned. She also gave a petition.

Emily Landrum, a family physician, spoke in favor of banning all Kratom products and substances and spoke of the dangers of Kratom and of how addictive the product is.

Mike Sullivan noted that on Sunday he received an email from Krabot of Las Vegas, NV

notifying people in Mississippi of the public hearing being held in Starkville on banning the use of Kratom products and urged the public to come and speak in favor of the product. Mr. Sullivan noted that he was in favor of banning all Kratom products. He read several testimony's stating reasons to ban the product.

Speaking against:

Sherry Owens spoke against a full ban on Kratom. Mrs. Owens noted that she only uses the natural leaf Kratom and the benefits it has for her over the past 8 ½ years. Mrs. Owens stated that 7OH is bad. She noted that she is an advocate and worked with the drug commissioner to pass a Bill to use natural leaf Kratom only.

Vickie Hanson spoke on the benefits of Kratom and how it has helped so many. Mrs. Hanson suggested alternatives to amend the ordinance rather than banning Kratom. She suggested banning 7OH, talking with the state legislature about adding consumption tax where anyone purchasing the product must pay an additional 1-2% sales tax and putting that money back into drug rehabilitation programs.

Following the public hearing, no vote was taken. The Board will hold a second Public Hearing at the next regular meeting for further discussion and possible action.

Alderman Sistrunk noted that the Board was taking their time and make sure to get the ordinance right. Alderman Sistrunk stated that based on what she was hearing was that the natural Kratom has very low 7OH drug in it as compared to the blends. She noted that speaking with the police department and based off their survey is that the only Kratom product being sold in Starkville was the blends or the concentrates and synthetic materials and not a natural leaf Kratom product. She suggested the ordinance ban all synthetic and blends and allow the natural leaf Kratom

Mayor Spruill said she would tweak the ordinance to where the Board would have a choice of what they would like to do.

Vice Mayor Perkins noted that this was the 1st of 2 public hearings regarding the issue of whether the City should ban Kratom. He noted the Police Chief provided the Mayor and Board with a Kratom fact sheet. He would like the Kratom fact sheet to be submitted in the minutes as a record of evidence to support whatever decision is made by the Board and all the testimonies said, emails, and documents submitted to support the Board's decision. He noted that the Board will consider all evidence. He noted that if this were to go into a review for court, that the court would know that the Board is concerned about this matter and has reviewed all the evidence to support their decision. He then gave the City Clerk the 6 page Kratom fact sheet.

ORDINANCE TO AMEND THE CODE OF ORDINANCES TO BAN THE USE, POSSESSION, PURCHASE, DISTRIBUTION, SALE OR ATTEMPTED USE, POSSESSION, PURCHASE, DISTRIBUTION OR SALE OR PUBLIC DISPLAY FOR SALE OF SYNTHETIC KRATOM AND KRATOM PRODUCTS, AND FOR RELATED PURPOSES

WHEREAS, Kratom is a tropical tree (*Mitragyna speciosa*) that is native to Southeast Asia, and products prepared from kratom leaves are available in the United States online and in brick-and-mortar stores and are alleged to self-treat conditions such as pain, coughing, diarrhea, anxiety and depression, and opioid use disorder; and

WHEREAS, the United States Drug Enforcement Agency has listed kratom as a Drug and Chemical of Concern, citing the addictive properties of kratom, and its tendency to cause psychotic symptoms such as hallucinations, delusions and confusion in addicted individuals, and its effects on the human body that contribute to anorexia, weight loss, insomnia, hepatotoxicity, and seizures; and

WHEREAS, the Food and Drug Administration has likewise warned the public of the addictive qualities of kratom stating that users of kratom have been observed to exhibit signs of Substance Abuse Disorder, including using kratom for longer than intended, using more kratom than intended, having cravings for kratom, continuing to use kratom despite adverse consequences (either physically or in their personal life), increasing the amount of kratom used to produce the same effect (tolerance), and experiencing withdrawal symptoms when kratom use was stopped (physical dependence); and

WHEREAS, law enforcement reports indicate that kratom is currently the leading cause of substance abuse disorder in the State of Mississippi, contributing to a plurality of the cases of substance abuse disorder in the State of Mississippi, contributing to a plurality of the cases of in-patient drug rehabilitation treatment in the State; and

WHEREAS, a report from the Mayo Clinic indicates that because of its unregulated status, kratom products purchased over the counter may contain levels of psychoactive ingredients exceeding the amount indicated on the packaging, and ingestion of the mislabeled products can contribute to cases of psychosis, illness, and even death, especially if taken in conjunctions with other substances; and

WHEREAS, neither kratom nor its known alkaloids are lawfully marketed in the United States as a prescription or over-the-counter drug product, dietary supplement, or a food additive in conventional food to treat any medical condition, and the Food and Drug Administration has determined that kratom is not appropriate for any such use; and

WHEREAS, the Mississippi Legislature during its 2025 Regular Session adopted House Bill 1077 placing restrictions on the possession and sale of kratom and kratom products,

namely, that no person shall sell or distribute Kratom products to any person under the age of 21 years, nor shall any person under the age of 21 years possess any kratom products; and

WHEREAS, House Bill 1077 authorized the governing authorities of each municipality to enact additional regulations and prohibitions on the possession, sell and distribution of kratom and kratom products; and

WHEREAS, pursuant to Miss. Code Ann. § 21-19-15 (1972, as amended), the governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality; and

WHEREAS, kratom and kratom products are presently available for purchase in the City of STARKVILLE, and due in part to the reasons stated herein, its continued availability even to individuals over the age of 21 is detrimental to public health, safety and welfare.

NOW, THEREFORE BE IT ORDAINED by the governing authorities of the City of STARKVILLE, Mississippi, the following, to-wit:

1. All of the matters and things recited in the premises sections of this Ordinance are found and determined to be true and accurate, and in accordance with lawful policing powers of the City of STARKVILLE, Mississippi.

2. Section 12 – Law Enforcement of the City of STARKVILLE Code of Ordinances shall be amended as follows 12.11 shall read (additions in bold italics): No person shall use, possess, purchase, distribute, or sale, or attempt to use, possess, purchase, distribute or sale or publicly display for sale any one or more of the following chemicals or substances, regardless of physical form or characteristic, within the city limits of the City of STARKVILLE, Mississippi:

(1) *Salviadinorum* or *salvinorum* A: all parts of the plant presently classified botanically as *salvia divinorum*, whether growing or not, the seeds thereof an extract from any part of such plant, and every compound, manufactured salts derivative, mixture or preparation of such plant, its seeds or extracts;

(2) (6aR,10aR)-9-(hydroxymethyl)-6,6dimethyl-3-(2-methyloctan-2-yl)-6a7, 10. 10a-tetrahydrobenzo[c]chromen-1-o1 - some trade or other names: HU210;

(3) 1-Pentyl-1-(1-naphthoyl) indole - some trade or other names: JWH-018/spice;

(4) 1-Butyl-3-(1-naphthoyl) indole - some trade or other names: JWH-073;

(5) 1-(3-[trifluoromethylphenyl]) piperazine - some trade or other names: TFMIP;

(6) 4-methoxymethcathione and Ethylcathinone;

(7) Products sold as "kratom", or any part of the plant *Mitragyna speciosa*, *Mitragyna speciosa* Korth., *Mitragyna speciosa* leaf extract, *Mitragyna speciosa* extract, whether growing or not, and any compound, manufacture, salt, derivative, capsule, tablet, caplet, gelcap, pill, powder, liquid, vegetative material, mixture, or preparation of the plant, including but not limited to any product containing mitragynine or 7- hydroxymitragynine (7-OH). a. This includes any *Mitragyna speciosa* specific alkaloids, isomers, esters, ethers, salts, and salts of isomers, esters, and ethers, including but not limited to synthetics or natural products which include the active ingredients in kratom, such as:

i. Ajmalicine (raubasine);

ii. Mitraphylline;

iii. Rhynchophylline;

iv. Mitragynine pseudoindoxyl;

v. Or other similar product(s) with the active ingredients or with similar structural analogs commonly found in Kratom, including:

1. Corynantheidine, 7-acetoxymitragynine, corynoxine A and B, 3-dehydromitragynine, 3-isocorynantheidine, 3- isopaynantheine, isomitraphylline, isospeciofoline, isospecionoxeine, mitraciliatine, mitrafoline, mitragynaline, mitraphylline, mitraspecin, paynantheine, speciociliatin, speciofolin, speciogynine, specionoxein, speciophylline, and stipulatine.

vi. This shall include every variation of products sold for human consumption or otherwise using the trade name Kratom or similar trade names or descriptors, including, but not limited to: Krathom, Kakuam, Ketum, Kratum, Ithang, Thang, Thom, Bial,, Biak-Biak, Mambog, Super K, Life Force K, K-Chill, Herbal Speedball, VivaZen, or K-shot.

(8) or any similar structural analogs. If any of the aforementioned substances shall be found in the possession of any person, unless specifically excluded herein, the substances shall be confiscated and destroyed by law enforcement officials.

(9) It shall not be an offense under subsection (a) above of this section if a person shall be acting at the direction of an authorized agent of STARKVILLE, Mississippi, to enforce or ensure compliance with this law prohibiting the use, possession, purchase, distribution or sale of the aforementioned substance.

(10) This section shall not apply to any person who shall commit any act described in this section pursuant to the lawful direction or prescription of duly-licensed physician or dentist authorized to direct or prescribe such act. This section shall not apply to the

inhalation of anesthesia for a medical or dental purpose which inhalation of anesthesia shall be administered by or under the supervision of a duly licensed physician or dentist.

(11) Any person found to be guilty of violating this section shall be deemed guilty of a misdemeanor and shall be punished by a fine not to exceed \$1,000.00, or imprisonment not exceeding six months, or both.

3. This ordinance shall go into effect thirty (30) days after passage. The City Clerk shall cause this ordinance to be published in full at least one (1) time in the local paper.

After public hearings and full discussion of this matter, Alderman _____ moved that that foregoing ordinance be adopted and said motion was seconded by Alderman _____ and after having been reduced to writing, the vote and the results were as follows:

ALDERMAN KIM MORELAND	voted _____
ALDERMAND SANDRA SISTRUNK	voted _____
ALDERMAN KYLE SKINNER	voted _____
ALDERMAN MIKE BROOKS	voted _____
ALDERMAN WILLIAM POCHOP	voted _____
ALDERMAN ROY A'. PERKINS	voted _____
ALDERMAN HENRY S. VAUGHN	voted _____

WHEREUPON, the Mayor declared the foregoing Ordinance passed and adopted at a regular meeting of the Board of Aldermen on this the _____ day of _____, 2026.

JOANNA MCLAURIN, CITY CLERK

D. LYNN SPRUILL, MAYOR
CITY OF STARKVILLE, MISSISSIPPI

House Bill 1077

AN ACT TO PROHIBIT PERSONS UNDER THE AGE OF TWENTY-ONE YEARS FROM ENTERING THE PREMISES OF A RETAILER THAT SELLS, STORES, OR MAINTAINS KRATOM PRODUCTS; TO PROHIBIT PERSONS UNDER THE AGE OF TWENTY-ONE YEARS FROM PURCHASING, RECEIVING, OR HAVING IN HIS OR HER POSSESSION ANY KRATOM PRODUCTS; TO PROHIBIT RETAILERS FROM SELLING ANY KRATOM PRODUCTS TO ANY PERSON UNDER THE AGE OF TWENTY-ONE YEARS; TO REQUIRE RETAILERS THAT SELL, STORE, OR MAINTAIN KRATOM PRODUCTS TO POST A SIGN IN A CONSPICUOUS PLACE AT OR NEAR EACH ENTRANCE STATING THAT ONLY PERSONS TWENTY-ONE YEARS OF AGE OR OLDER ARE PERMITTED TO ENTER THE PREMISES; TO DEFINE CERTAIN TERMS RELATING TO THIS ACT; TO PROVIDE PENALTIES FOR A VIOLATION OF THIS ACT; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. As used in this act, the following terms have the meanings as defined in this section, unless the context clearly indicates otherwise:

(a) "Kratom product" means a product containing any part of the leaf of the plant *Mitragyna Speciosa*, or an extract of it processed as a powder, capsule, pill, beverage, or any other edible or consumable form, or any product containing Mitragynine or 7-hydroxymitragynine.

(b) "Retailer" means any individual, partnership, corporation, cooperative association, or other business entity that sells, advertises, represents, or holds itself out as selling, kratom products to consumers at retail, or stores or maintains kratom products.

SECTION 2. (1) (a) No person under the age of twenty-one (21) years shall be permitted to enter the premises of a retailer that sells, stores, or maintains kratom products.

(b) No person under the age of twenty-one (21) years

shall purchase, receive, or have in his or her possession in any public place, any kratom product.

(2) (a) No retailer, nor any owner, operator, employee, representative, or agent of such retailer, shall sell, furnish, dispose of, give, or cause to be sold, furnished, disposed of, or given, any kratom product to any person under the age of twenty-one (21) years.

(b) Retailers that sell, store, or maintain kratom products shall post a sign in a conspicuous place at or near each entrance stating that only persons twenty-one (21) years of age or older are permitted to enter the premises.

SECTION 3. (1) (a) Any person under the age of twenty-one (21) years who falsely states he or she is twenty-one (21) years of age or older, or presents any document that indicates he or she is twenty-one (21) years of age or older, for the purpose of entering the premises of a retailer that sells, stores, or maintains kratom products shall be guilty of a misdemeanor, and shall be punished by a fine of not less than Two Hundred Dollars (\$200.00), nor more than Five Hundred Dollars (\$500.00), and a sentence to not more than thirty (30) days' community service.

(b) Any person under the age of twenty-one (21) years who purchases, receives, or has in his or her possession in any public place, any kratom product, shall be guilty of a misdemeanor and shall be punished by a fine of not less than Two Hundred Dollars (\$200.00) nor more than Five Hundred Dollars (\$500.00).

(2) (a) Any owner, operator, employee, representative, or agent of a retailer that sells, stores, or maintains kratom

products, who violates, or permits the violation of, Section 2 (1) (a) of this act, upon conviction, shall be punished by a fine of not more than One Thousand Dollars (\$1,000.00), or imprisoned in the county jail not more than six (6) months, or by both such fine and imprisonment.

(b) Any owner, operator, employee, representative, or agent of a retailer that sells, stores, or maintains kratom products, who shall sell, furnish, dispose of, give, or cause to be sold, furnished, disposed of, or given, any kratom product to any person under the age of twenty-one (21) years, upon conviction, shall be punished by a fine of not more than One Thousand Dollars (\$1,000.00), or imprisoned in the county jail not more than six (6) months, or by both such fine and imprisonment.

SECTION 4. This act shall take effect and be in force from and after July 1, 2025.

FDA NEWS RELEASE

FDA Takes Steps to Restrict 7-OH Opioid Products Threatening American Consumers

Agency alerts health care professionals and consumers of 7-hydroxymitragynine risks

 **For Immediate Release:** More Press Announcements ([/news-events/newsroom/press-announcements](#))

July 29, 2025

The U.S. Food and Drug Administration today is taking a bold step to protect Americans from dangerous, illegal opioids by recommending a scheduling action to control certain 7-hydroxymitragynine (also known as 7-OH) products under the Controlled Substances Act (CSA).

The FDA is specifically targeting 7-OH, a concentrated byproduct of the kratom plant; it is not focused on natural kratom leaf products. 7-OH is increasingly recognized as having potential for abuse because of its ability to bind to opioid receptors. The FDA is releasing a new report

(<https://www.fda.gov/media/187899/download?attachment>) to educate the public about the health concerns of 7-OH and its distinction from the kratom plant leaf.

“Today, we’re taking action on 7-OH as a critical step in the fight against opioid addiction,” **said HHS Secretary Robert F. Kennedy, Jr.** “We will protect the health of our nation’s youth as we advance our mission to Make America Healthy Again.”

This recommendation follows a thorough medical and scientific analysis by the FDA and is one of several efforts to address the agency's concerns around the growing availability and use of 7-OH opioid products. There are no FDA-approved 7-OH drugs, 7-OH is not lawful in dietary supplements and 7-OH cannot be lawfully added to conventional foods.

“Vape stores are popping up in every neighborhood in America, and many are selling addictive products like concentrated 7-OH. After the last wave of the opioid epidemic, we cannot get caught flat-footed again,” **said FDA Commissioner Marty Makary, M.D., M.P.H.** “7-OH is an opioid that can be more potent than morphine. We need regulation and public education to prevent another wave of the opioid epidemic.”

The availability of 7-OH products is a major concern to the FDA, as consumers can easily purchase products with concentrated levels of 7-OH online and in gas stations, corner stores and vape shops. The FDA is particularly concerned with the growing market of 7-OH products that may be especially appealing to children and teenagers, such as fruit-flavored gummies and ice cream cones. These products may not be clearly or accurately labeled as to their 7-OH content and are sometimes disguised or marketed as kratom. The FDA has also published educational materials (<https://www.fda.gov/media/187900/download>) for consumers to be more informed about these harmful products.

In June, the FDA issued warning letters to seven companies for illegally distributing products containing 7-OH, including tablets, gummies, drink mixes and shots. Today, the FDA is also issuing a letter to health

care professionals
([https://www.fda.gov/media/187898/download?
attachment](https://www.fda.gov/media/187898/download?attachment)) and is warning consumers
([https://www.fda.gov/drugs/information-consumers-and-
patients-drugs/hiding-plain-sight-7-oh-products](https://www.fda.gov/drugs/information-consumers-and-patients-drugs/hiding-plain-sight-7-oh-products)) about
the risks associated with 7-OH products.

Under the CSA, drugs, substances and certain chemicals are placed into one of five schedules based upon their medical use, potential for abuse and safety or dependence liability. The Drug Enforcement Administration is reviewing the recommendation and has the final authority on scheduling, which requires a rulemaking process that includes a period for the public to provide comments before any scheduling action is finalized.

Related Information

- [Hiding in Plain Sight: 7-OH Products \(/news-events/public-health-focus/hiding-plain-sight-7-oh-products\)](#)

Media:

[HHS Request for
Comment](#)
([https://www.hhs.gov/request-
for-comment-
form/index.html?
Agency=ASPA\)
\[202-690-6343 \\(tel:202-
690-6343\\)\]\(tel:202-690-6343\)](https://www.hhs.gov/request-for-comment-form/index.html?Agency=ASPA)

Consumer:

[888-INFO-FDA \(tel:888-
INFO-FDA\)](tel:888-888-8888)

###

The FDA, an agency within the U.S. Department of Health and Human Services, protects the public health by assuring the safety, effectiveness, and security of human and veterinary drugs, vaccines and other biological products for human use, and medical devices. The agency also is responsible for the safety and security of our nation's food supply, cosmetics, dietary supplements, radiation-emitting electronic products, and for regulating tobacco products.

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FDA NEWS RELEASE

FDA Seizes 7-OH Opioids to Protect American Consumers

[More Press Announcements \(7/news-events/newsroom/press-announcements\)](#)

For Immediate Release:

December 02, 2025

The U.S. Food and Drug Administration, in coordination with the U.S. Department of Justice, announced today that the U.S. Marshals Service seized approximately 73,000 units of 7-hydroxymitragynine (7-OH) products—valued at roughly \$1 million—from three firms in Missouri.

The seizure focused on foods and dietary supplement products—including liquid shots and tablets—containing concentrated 7-OH as an added ingredient.

Concentrated 7-OH is increasingly recognized as having potential for abuse because of its ability to bind to opioid receptors. It cannot be lawfully added to dietary supplements or conventional foods. These products are considered adulterated because 7-OH does not meet applicable safety standards. Also, the FDA has not approved 7-OH for medical use.

“This enforcement action is a strong step to protect Americans from the dangers of concentrated 7-OH products, which are potent opioids,” **said FDA Commissioner Marty Makary, M.D., M.P.H.** “We must be proactive and vigilant to address emerging threats to our communities and our kids.”

The FDA worked closely with the Missouri Department of Health and Senior Services in this enforcement action, which builds on the FDA's [comprehensive efforts](https://www.fda.gov/news-events/public-health-focus/hiding-plain-sight-7-oh-products) (<https://www.fda.gov/news-events/public-health-focus/hiding-plain-sight-7-oh-products>) to protect Americans from dangerous, illegal opioid substances. In July of this year, the FDA recommended the scheduling of certain 7-OH products under the Controlled Substances Act and [issued warning letters](https://www.fda.gov/news-events/press-announcements/fda-issues-warning-letters-firms-marketing-products-containing-7-hydroxymitragynine) (<https://www.fda.gov/news-events/press-announcements/fda-issues-warning-letters-firms-marketing-products-containing-7-hydroxymitragynine>) to companies for illegally distributing products containing 7-OH, including tablets, gummies, drink mixes and shots. FDA also notified [health care professionals](https://www.fda.gov/media/187898/download?attachment) (<https://www.fda.gov/media/187898/download?attachment>) and informed [consumers](https://www.fda.gov/consumers/consumer-updates/products-containing-7-oh-can-cause-serious-harm) (<https://www.fda.gov/consumers/consumer-updates/products-containing-7-oh-can-cause-serious-harm>) of the risks associated with concentrated 7-OH products.

“The rise in the use of concentrated 7-OH as an illegal ingredient in foods and dietary supplements is of particular concern for the FDA,” **said FDA Deputy Commissioner for Human Foods, Kyle Diamantas, J.D.** “Actions like those announced today put a marker down that our agency will not tolerate the use of this dangerous ingredient in foods and dietary supplements, especially in products that are accessible to our nation’s youth.”

These recent operations demonstrate coordinated federal enforcement efforts against concentrated 7-OH products. The FDA reminds all manufacturers and

that it is intended to amend § 19-131 of the City of Tupelo Code of Ordinances.

2. "Kratom" is a natural substance derived from the *mitragyna speciosa*, a tropical evergreen tree in the coffee family native to Southeast Asia. The leaves of this tree have been used for centuries as an herbal supplement in traditional medicines.
3. Naturally occurring kratom is a safe herbal supplement that is used by millions of people for pain management, energy, depression and anxiety. Kratom is not a synthetic substance or a drug.
4. As a consequence of this ordinance, Appellant is directly injured by the ordinance, in the loss of revenue and the value of assets owned, and has standing to bring this appeal.
5. The ordinance was passed by the Tupelo City Board of Alderman on February 3, 2026. Therefore, this appeal is timely-filed pursuant to Miss. Code Ann. § 11-51-75, being filed within 10 days of the Board's adoption of the ordinance.

II. Grounds for Appeal

6. The grounds for the appeal are numerous, including but not limited to: Tupelo's adoption of the ordinance was arbitrary and not

supported by substantial evidence. In fact, no evidence was cited by the City in support of this ordinance, other than self-serving statements in the ordinance itself, without any citations to actual evidence or supported facts, in violation of the rights of due process of law, equal protection of law, the right of free speech, among others, protected by the Mississippi Constitution.

7. Additionally, Appellant personally knows many individuals of all ages who have indicated they would be literally disabled by this ban because kratom helps alleviate pain, anxiety, depression, and other medical ailments. Without access to kratom, many of these individuals will resort to more dangerous and potentially deadly street drugs due to the lack of any other effective remedy.

III. Designation of Record

8. No public hearings were held regarding this ordinance. Consequently, any transcript or other information relied upon by Tupelo in adopting this ordinance is solely in its possession.
9. Therefore, Appellant designates the record in this matter to include all writings, matters, items, documents, plats, maps and

transcripts of proceedings related to the consideration and passage of this ordinance by the City of Tupelo and its Board of Alderman.

10. Pursuant to Miss. Code Ann. 11-51-75(a)(iv), a copy of this Notice is being hand-delivered to the Mayor and City Clerk.

FOR THE FOREGOING REASONS, Appellant respectfully requests that this appeal be accepted and docketed by the Circuit Court; that the City Clerk assemble a complete record of proceedings to include all writings, matters, items, documents, plats, maps, and transcripts of proceedings related to the adoption of this ordinance, and certify that the record is accurate and complete upon delivery to the Circuit Clerk within 30 days; that a briefing schedule be established by the Court; and that a date be set for hearing of this matter.

Respectfully submitted,

BY: 
BRADLEY S. CLANTON; MSB #10505

Bradley S. Clanton (MSB # 10505)
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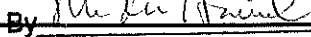

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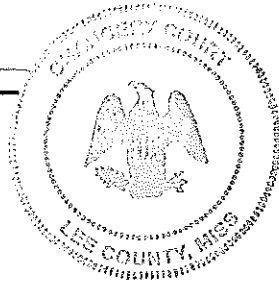
STATE OF MISSISSIPPI
COUNTY OF LEE

SUBSCRIBED and SWORN to before me this:

13 day of February, 2026

BILL BENSON, Chancery Clerk
and Ex-Officio Notary Republic

By  D.C.
Notary Public My commission Expires first Monday in January 2028



Lee County, State of Mississippi

My commission expires: _____

FILED

FEB 13 2026

CAMILLE ROBERTS DULANEY
LEE COUNTY CLERK

 D.C.

What is Kratom?

- ▶ Kratom tree (*Mitragyna Speciosa*) is indigenous to Southeast Asia.
- ▶ Traditionally used for pain relief and energy by agricultural workers.
- ▶ Kratom and coffee are members of the Rubiaceae family of plants.
- ▶ Strains: Red, Green, White





Nature's Symphony Orchestra

- ▶ Kratom has over 40 alkaloids. The most abundant is mitragynine. 7-hydroxymitragynine (7OH) is found in less than 2% of the plant (most often in trace amounts).
- ▶ Kratom is most stimulating (similar to coffee) at low doses. Higher doses can cause relaxing and analgesic effects.
- ▶ Kratom is a partial opioid agonist, unlike full agonists like oxycodone, fentanyl and heroin.



Who Uses Kratom & Why?

61% Women

Avg Age is 40 yrs old

84% College Educated

91% for Pain Relief

67% Anxiety

64% Depression

41% Opioid Dependence

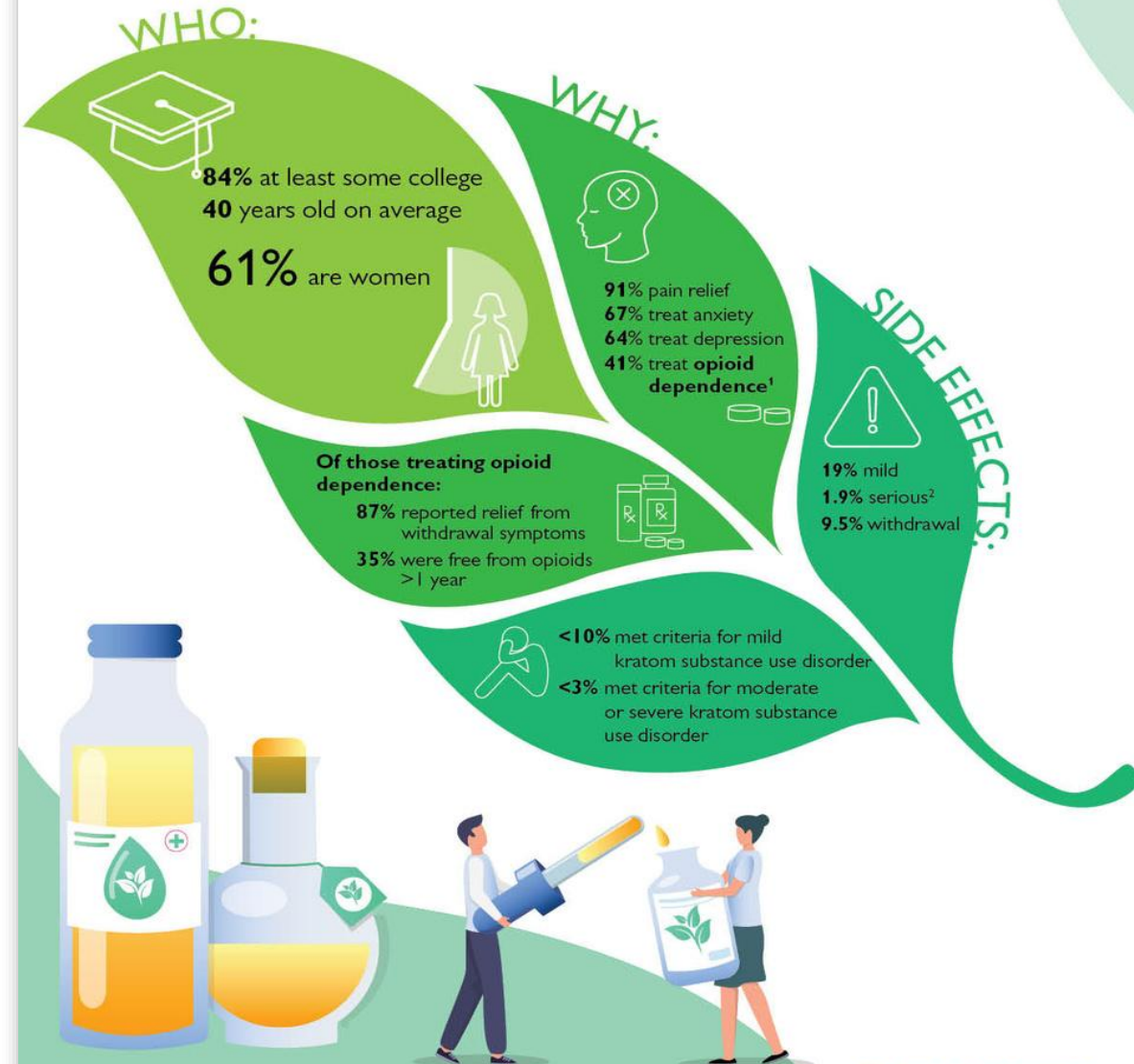
Of those using it for opioid withdrawal, 87% reported relief from withdrawal symptoms.

35% were free from Opioids for >1 year. (14)

Survey of Adult Kratom Users in the U.S.

Provides Insight Into Potential for Harm or Abuse

2,798 kratom users



1. many people reported multiple reasons for use

2. including symptoms like anxiety, irritability, depression and insomnia

A Pain & Mental Health Perspective

- ▶ Low serving amounts have been reported to alleviate or control chronic pain, improve anxiety symptoms and even aid in depression.
- ▶ Higher doses are often used for acute pain or more severe mental health challenges.
- ▶ Serving sizes vary between individuals due to varying levels of pain and other symptoms.
- ▶ Less is more with Kratom. Consumers should take the lowest dose possible to achieve the desired effects. Breaks are suggested to avoid tolerance.
- ▶ Kratom produces effects within 15-20 minutes of consumption and lasts 3-6 hours.
- ▶ Consumers select strains to achieve desired effects:
 - Red – Pain
 - Green – Pain & Mood
 - White – Energy
- ▶ Higher Kratom consumption, especially if consumed due to addiction tendencies, may cause withdrawals to be more pronounced due to Post Acute Withdrawal Syndrome (PAWS).



Kratom vs. Pharmaceuticals

- ▶ Dependence does not mean addiction.
- ▶ OTC medications are often not sufficient to treat severe pain.
- ▶ We are in the midst of an opioid epidemic crisis! Opioid prescriptions are being restricted or even denied. Many pain patients, out of desperation, have turned to alternative forms of pain control (Kratom and Cannabis). To restrict access to these alternatives will result in suicides and black-market purchases (which often contain deadly Fentanyl).
- ▶ Many patients prefer to treat their symptoms with plant supplements rather than pharmaceuticals.
- ▶ Many physicians are not educated about kratom and can stigmatize patients who opt to use alternative medicine.
- ▶ Organizations like the Veterans Administration (VA) are unable to legally recommend kratom although many veterans could benefit from the pain and PTSD relief that kratom can provide.





Synthetic Products are NOT Kratom

- ▶ 7 Hydroxymitragynine (7-OH) is a metabolite of mitragynine. It is less than 1% of the natural plant.
- ▶ 7-OH products have a binding affinity 14-22 times greater than morphine.
- ▶ Animal studies have demonstrated respiratory depression.
- ▶ Extreme addiction concerns.
- ▶ Many products have brand names that allude to narcotics.

7-OH Synthetics



These are
NOT Kratom!



Product Facts

Servings per Pack: 2 Servings

Serving Size: Half Tablet (0.175g)

	Amount Per Serving	% Daily Value
Mitragynine Pseudoindoxyl	15 mg	*
Mitragynine	5 mg	*
Caffeine	12.5 mg	*

*Not a significant source of saturated fat, trans fat, cholesterol, dietary fiber, total sugars, added sugars, vitamin D, potassium, calcium, or iron.

Ingredients: Microcrystalline Cellulose, Dicalcium Phosphate, Silicon Dioxide, Magnesium Stearate, Food Grade Colorant, Mitragynine Pseudoindoxyl, Mitragynine, Caffeine

THIS PRODUCT CONTAINS MITRAGYNA SPECIES LEAF EXTRACT.

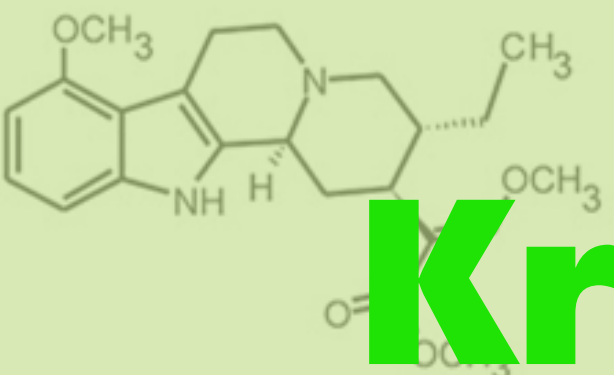
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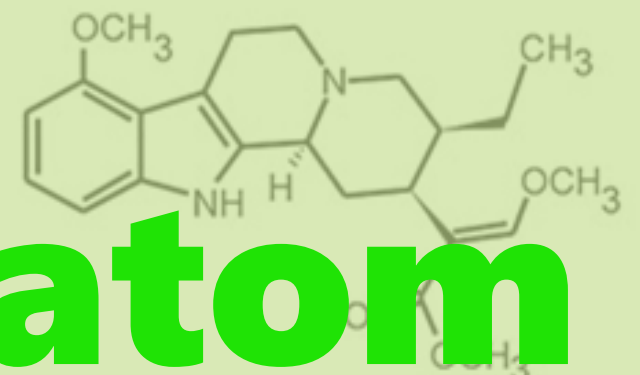


Ajmalicine (4)

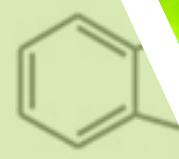
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Speciogynine (7)

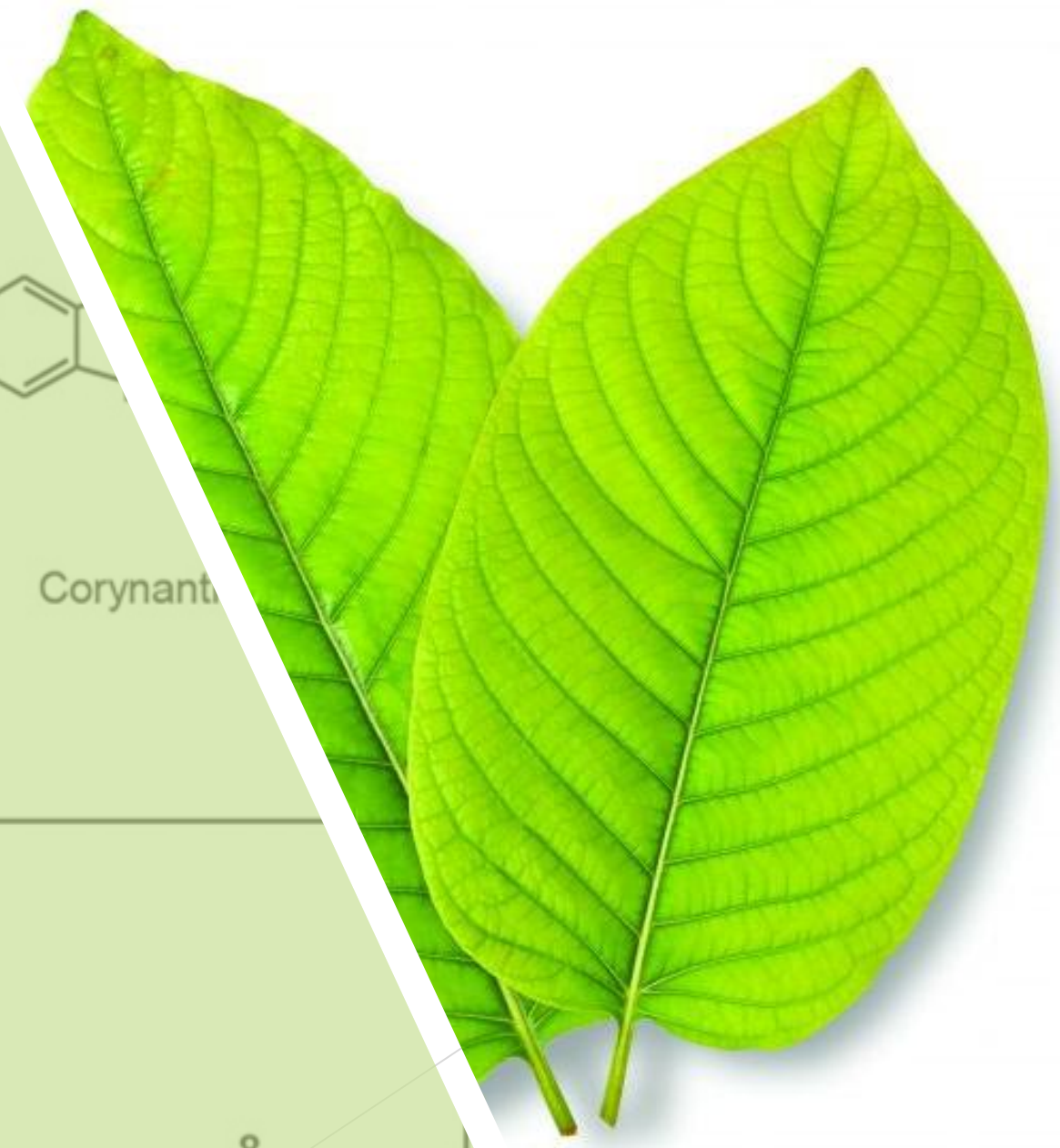


Mitragynine (8)

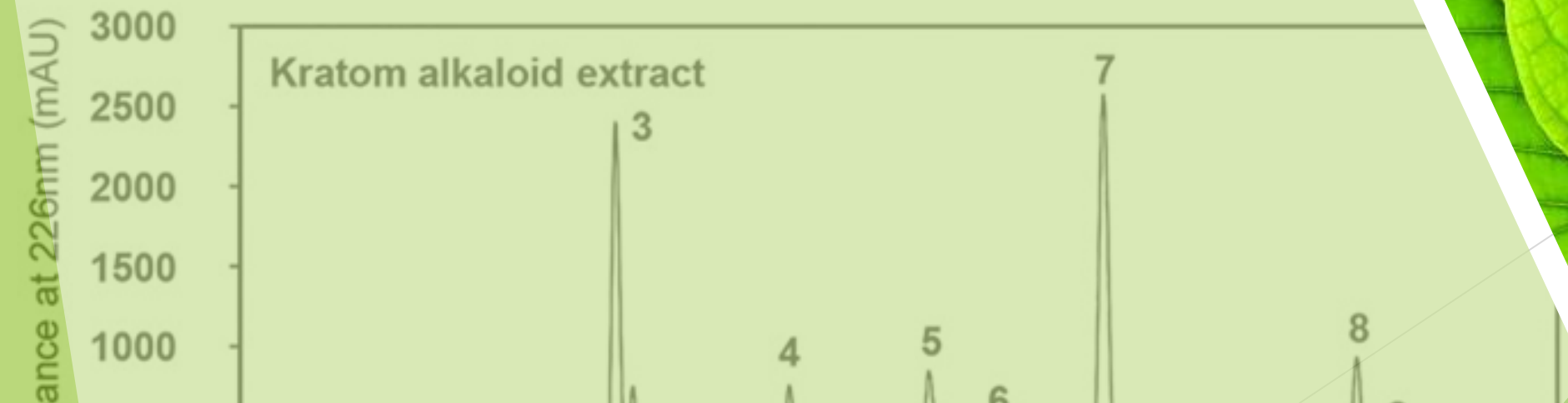


Corynanthine

Kratom Science



B





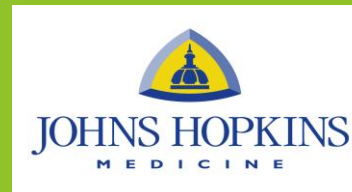
Mayo Clinic vs. Johns Hopkins & University of Florida



Mayo Clinic has never conducted research on Kratom. The information cited on their website is not supported by any scientific study or any real-world experience.



Johns Hopkins and **University of Florida** are championing Kratom research. Each boast a team of researchers committed to furthering the science around Kratom. Many of the lead researchers have published several papers helping consumers and the medical community understand this plant supplement.



Reported Physical Effects of Kratom

★ Correlation Does Not Imply Causation ★



Reported Physical Effects of Kratom



Correlation Does Not Imply Causation



Many of the claims regarding kratom's effects come from individual case reports or anecdotal accounts.

As a result, these reports are often prone to bias and do not establish causality.

Many cited case reports have confounding variables such as polypharmacy, pre-existing health conditions and lifestyle factors (like diet, exercise, and substance use).

Without isolating these variables, it becomes difficult to determine if kratom is the sole cause of the reported outcomes.

Read Terms Carefully.

★ Beware of Jumping to Conclusions! ★

- ▶ The terms often used in reports such as:
 - “linked to”
 - “related to”
 - “associated with”
 - “potential effects”
- ▶ These terms reflect uncertainty and a lack of direct evidence.
- ▶ The use of terms that imply causality without supporting evidence can lead to misleading impressions, especially in public health communications or media reports.
- ▶ This can create unnecessary fear or stigma surrounding the use of kratom.

Comprehensive Review 2024

Liver Toxicity

Kratom

Nine (9) single case studies cited for evidence of liver toxicity since 2011.

All single case studies citing liver toxicity have confounding variables such as co-occurring substances, underlying conditions, and lack of product information.

None were fatal.

Tylenol (Acetaminophen)

Tylenol liver toxicity: 30,000 people are hospitalized each year for acetaminophen toxicity. (420,000 since 2011).

Acetaminophen toxicity is the number one cause of liver transplantation in the United States.

300 people die annually from acetaminophen toxicity.

Comprehensive Review 2024

Other Single Case Studies

Seizures: 4 single case reports

Cardiotoxicity: 2 single case reports, 1 experiment on cardiac cells

The terms often used in reports such as "linked to," "related to," "associated with," and "potential effects", reflect uncertainty and a lack of direct proof. The use of terms that imply causality without supporting evidence can lead to misleading impressions. This can create unnecessary fear or stigma surrounding the use of kratom, despite the lack of conclusive evidence linking it to harmful effects in many cases.

FDA Single Ascending Dose Study 2024



Randomized Controlled Trial

- ▶ To determine the tolerability of kratom.
- ▶ Subjects in both groups had nausea at 12 grams (24 capsules).
- ▶ Baylor College of Medicine is currently conducting a human abuse potential (HAP) study.

Key Kratom Study Findings

Whole leaf kratom does not lead to respiratory depression.

It does not recruit the beta-arrestin pathway like classical opioids

A large John Hopkins survey indicates that <10% report symptoms of mild Kratom Use Disorder.

Kratom has a wide safety range in dosing.

An FDA study demonstrated no adverse effects (other than nausea) for 12 grams (24 capsules) in a 5-minute period of time.

Despite millions of users, there are rare reports of physical harm from kratom alone.



1. **Dr. Marilyn Huestis, AB, MS, PhD (Toxicologist)**

Dr. Huestis stresses the importance of a balanced, evidence-based approach to kratom regulation. She clarifies that most reported “kratom overdose deaths” involved poly-substance use, adulterated products, or incomplete testing — not kratom alone.

Testimonies: [Video 1](#), [Video 2](#).

2. **Dr. Christopher McCurdy PhD, FAAPS (Professor of Medicinal Chemistry, Pharmacologist)**

Dr. McCurdy has demonstrated that kratom’s primary alkaloids (mitragynine and 7-hydroxymitragynine) provide pain relief without the high risk of respiratory depression associated with opioids. His testimony also points to kratom’s promise as an aid in opioid withdrawal therapy. [Video Testimony](#).

3. **Dr. Kirsten Smith PhD (University of Florida Researcher)**

Dr. Smith’s research shows kratom’s potential as a harm-reduction tool, particularly for reducing opioid cravings and withdrawal symptoms. [Video Testimony](#).

4. **Dr. Ed Boyer MD/PhD (Renowned Toxicologist)**

Dr. Boyer notes that adverse events tied to kratom are usually linked to contamination, misuse, or underlying conditions— not the plant itself. He emphasizes the importance of continued research over prohibition. [Video Testimony](#).

5. **Dr. Jack Henningfield (Addiction Research Expert) - Adjunct professor of behavioral biology at the Johns Hopkins School of Medicine**

Dr. Henningfield highlights kratom’s role as a safer alternative for individuals with opioid dependence and urges against classifying kratom as inherently dangerous without acknowledging its therapeutic potential. [Video Testimony](#).

6. **Dr. Nora D. Volkow MD (Director of the National Institute on Drug Abuse (NIDA) at the National Institutes of Health)**

Dr. Volkow has taken a measured approach to kratom, advocating for more research and appropriate regulation instead of a federal ban. NIDA is actively funding research on kratom and its alkaloids, including mitragynine, with over \$30 million in grants dedicated to its study. This research aims to understand its potential benefits for treating pain and opioid withdrawal. [Video Testimony](#)

Dependence

Addiction

SMOKING

DRUG ABUSE

ALCOHOLIC

COMPULSION

Amphetamines

TOBACCO

DEPENDENCE

OXYCODONE

METH

CONTROL

Alcohol

TOLERANCE

Methadone

Crystal Meth

Benzodiazepines

ANXIETY

WITHDRAWAL

Beha

Substance

Tobacco

Nicotine

Symptoms

Smoking

ABUSE

DRUGS

REHAB

EXCESS

FOOD

HEROIN

DRINK





Kratom – A Harm Reduction Perspective

- ▶ Any transition away from “one pill kills” is a win!
- ▶ Since Kratom is a partial opioid agonist and does not suppress breathing, it becomes a much safer option than opioids or illicit drugs.
- ▶ Kratom can be an affordable option when drug rehabilitation stays or ongoing suboxone treatment is not possible.
- ▶ Kratom effectively “pushes the pause button” on cravings making it possible for addicts to discontinue using dangerous substances. *NOTE: Kratom is not to be taken in conjunction with alcohol.*
- ▶ Kratom has been shown to reduce alcohol cravings.
- ▶ Those suffering from Substance Use Disorder can have physical pain conditions. Kratom can be a viable option to treat their pain and to transition them away from harmful opioids or illicit drugs.

Kratom's Addiction Profile

- Addictive 7-OH products are being misrepresented as Kratom which causes confusion.
- The vast majority of Kratom consumers are not abusing these products.
- Caution should be taken if consuming Kratom extracts since they contain more concentrated mitragynine content and can more quickly cause tolerance issues.
- Kratom does have the potential to lead to dependence in some individuals (especially those with past drug abuse), especially if misused.



Withdrawals

“When kratom withdrawal occurs, consumers usually characterize it as mild to moderate and specify symptoms such as kratom craving, low energy, fatigue, irritability, fatigue, anxiety, depressed mood, restless legs, difficulty sleeping gastrointestinal upset, cold and hot flashes, goosebumps, and muscle twitches.” (17)

Kratom * Government * Regulations * Safety





FDA & DEA



The FDA has had a long-standing concern regarding Kratom claiming safety concerns, lack of regulation, potential for abuse and lack of scientific evidence.

Timeline & Facts

- 2016 The DEA announced intent to reclassify Kratom as a schedule one substance.
- 2016 Due to public outcry, the rescheduling is postponed.
- 2018 In August, HHS Assistant Secretary for Health Brett Giroir MD formally withdrew the FDA's scheduling recommendation for kratom, citing "disappointingly poor evidence & data and a failure to consider the overall public health." This is the first time in history that the DEA has withdrawn a scheduling request.
- 2024 FDA announces their intent to conduct a Human Abuse Potential (HAP) Study for Kratom.
- 2024 FDA conducts Single Ascending Dose (SAD) Study and finds that Kratom is safe so HAP study can occur at a future date.
- 2024 FDA refuses to testify in a court case. "They [FDA] have refused to provide us with witnesses or documents to support our position . . . The reason they gave was that they have not yet made a determination regarding whether kratom is dangerous."
- 2025 **FDA publishes safety notice regarding 7-OH products. On July 29, 2025, the FDA admonishes the DEA to begin scheduling process for 7-OH products.**



2026 Kratom State Legality & Legislation



- Legal kratom states that have passed the KCPA are in Blue
- Legal kratom states are in Green
- States with some known local bans are in yellow
- States with kratom bans are in Red
- States with proposed bans are purple

Blue – Legal & KCPA passed
Green – Legal states
Yellow – States with some local bans
Red – States with kratom bans in place



Why Should Your City Pass The Kratom Consumer Protection Ordinance?

Age restricted

Good Manufacturing Practices (GMP)

Proper labeling

Lab testing

Limitations on concentrating or synthesizing

Key Elements from KCPO

(see KCPO for full language)

Sec. 3. Kratom product limitations.

It shall be unlawful for any processor to prepare, distribute, sell, or expose for sale any of the following:

- a) A kratom product that is adulterated with a dangerous non-kratom substance further defined as a kratom product that is mixed or packed with a non-kratom substanceA kratom product containing a level of 7-hydroxymitragynine (7-OH) in an alkaloid fraction that is greater than 2% of the overall alkaloid composition of the product. A product serving size cannot exceed 1 mg. per serving of 7-OH.
- b) A kratom product containing any synthetic alkaloids including synthetic mitragynine, synthetic 7-hydroxymitragynine, or any other synthetically derived compounds of the kratom plant.
- c) A kratom product that does not provide labeling directions necessary for safe use by consumers, including a recommended serving size.
- d) A kratom product that bears a label that makes claims the product is intended to diagnose, treat, cure, or prevent a medical condition or disease.
- e) A kratom product that the retailer at the point of sale does not have on file and available a COA showing the kratom product is compliant with the provisions of this ordinance.

Key Elements from KCPO

(see KCPO for full language)

Sec. 4. Age limits and Selling Conditions

- a) A processor shall not distribute, sell, sample or expose for sale a kratom product to an individual under (18 or 21) years of age.
- b) Kratom products offered for sale must be placed behind the retailer's counter.

Sec. 5. Violations. (customize this on a city-by-city basis)

- a) A processor that violates section 3 is subject to an administrative fine of not more than (\$xxxx) for the first offense and not more than (\$xxxx) for the second offense.
- b) A retailer does not violate section 3 if it is shown by a preponderance of the evidence that the retailer relied in good faith upon the representations of a manufacturer, processor, packer, or distributor of food represented to be a kratom product.
- c) Administrative enforcement. Any third violation of this ordinance is hereby declared to be grounds for revoking or suspending any business license necessary to sell consumer goods in (list city, county, etc.)

Properly Labeled GMP Kratom Product





KCPA State and Local Legislation

Enact
Educate
Enforce

***It's the way forward!
Protect consumers while
preserving safe access.***

For More Information About Kratom:

www.kratomanswers.org

www.americkratom.org

www.protectkratom.org



Understanding Kratom Use: A Guide for Healthcare Providers



[Marc T Swogger](#) ^{1,*}, [Kirsten E Smith](#) ², [Albert Garcia-Romeu](#) ³, [Oliver Grundmann](#) ^{4,5}, [Charles A Veltri](#) ⁴, [Jack E Henningfield](#) ^{3,6}, [Lorna Y Busch](#) ¹

[Link:](#)

[Understanding Kratom Use: A Guide for Healthcare Providers - PMC](#)

From: BrendaJo McVay <bjmcvay2020@gmail.com>
Date: March 10, 2026 at 14:46:59 CDT
To: l.spruill@cityofstarkville.org
Subject: Kratom ban

Mayor Spruill,

Hello, my name is Brenda McVay. I am a 63-year-old mother of two sons and grandmother of three beautiful grandsons. I am a wife to my wonderful husband, David, of 40 years.

Since my cancer diagnosis in 2007, I have been and currently pro-active in using natural remedies – herbal plants for medicinal purposes and using homemade (non-toxic) items for hygiene and household cleansers. Since my health journey using only natural herbs and products, I am cancer-free still today! My health is better now than it has ever been in my younger years....no health problems that in the past has restricted me.....I have lost 35 pounds and have been able to sustain my weight by only using natural herbs.

I thoroughly believe God's Word and His Word is knowledge to the one who seeks and is clearly stated in Ezekiel 47:12 "Their fruit will be for food and their leaves for healing". God's Word is our instruction manual and is proof that we do have the natural right to freely have natural access to His pure leaf plants. (Genesis 1:11 and 29)

I have personally witnessed and experienced the health shattering effects of what addictive chemicals/toxins can do to the physical body (the life) of a person(s). This addiction not only affects the life of the user but everyone who this user is attached to-siblings, parents, children, friends, etc. This addiction sucks the life out of them and whoever is close to, it destroys families and relationships. The value of life and living sustainably is the most important and should not be taken away by removing the source that provides this sustainability. By removing this natural resource provided by the One Who created the resource, will result in infringing upon the rights as natural born created by God. You clearly cannot argue that we are naturally born into this great country called America. The land of the free from which the natural pure leaf plant sprouted from. Kratom pure leaf plant is the resource I am referring to. Kratom grown from earth is one of the wonderful miracle plants God created to help humanity.

I have seen what prescribed and over the counter medications can do to people – to family and friends alike. Many medications prescribed are opioids which contains deadly chemicals that causes addiction, organ damage, disease, and death. Kratom is a pure leaf plant that is a natural resource and safe alternative to heal the body of pain and addiction. So, why ban this pure leaf plant???

This letter is my personal testimony and an eye-witness account regarding my friend, Sherry Owings. I have witnessed a major positive change in Sherry's life. Due to this pure leaf plant, Sherry is alive today. Due to this pure leaf plant, Sherry's story is a success story. Due to this pure leaf plant called Kratom, Sherry has a fulfilling life to share with her loving husband, Gene. Due to this pure leaf plant, Sherry has a wonderful sustaining future. Due to this pure leaf plant called Kratom, Sherry can carry out normal everyday responsibilities, homesteading, and maintain household duties. Sherry is a selfless person, always giving of herself in helping others, volunteering her time serving humanity in her local community. Sherry is the most compassionate person I know. There are so many testimonies like Sherry's.....so many only due to the pure leaf plant called Kratom. This ban will destroy and will remove the hope to have a sustainable future. This ban will destroy Sherry's and many like Sherry their livelihood.

I urge you to save this pure leaf plant called Kratom (God's creation for humanity).

This letter is my true testimony and sincere request to reconsider the ban of Kratom.

Regards,

Brenda McVay
Testimonial Witness

To Whom It May Concern:

My name is Drea Powers and I am emailing you to ask that you do not ban plain leaf kratom. I would like to share my personal story and some information with you.

I've used plain leaf kratom for over a decade. Kratom has been a positive and life-changing part of my wellness journey. It's a natural plant from the coffee family that helps me manage Ehlers-Danlos Syndrome, Chronic Regional Pain Syndrome, Complex Post Traumatic Stress Disorder, Severe Major Depression and Panic Disorder. I receive pain relief for the chronic pain some of these cause. Kratom allows me to avoid the harsh side effects that I've experienced from prescription drugs, as well as brutal withdrawal/dependence. I have not had this experience with plain leaf kratom.

I learned about kratom from my brother after it got him off of heroin. It has saved my sisters life, also. They both survived fentanyl poisonings in 2016. Kratom is the reason they reached sobriety and remain sober. It prevented me from getting addicted to pills. Addiction runs in my family- it could've been me.

Research from Johns Hopkins University and the University of Florida shows that kratom's natural compounds work differently from opioids - they can relieve pain and improve mood without the dangerous risk of respiratory failure. Studies in Drug and Alcohol Dependence also found that kratom has a low potential for abuse and can even help people reduce dependence on harmful substances.

Data from the CDC and the National Institute on Drug Abuse confirm that deaths linked solely to kratom are extremely rare - most cases involve other drugs or contaminants.

Another concern of mine is the fact that alcohol has remained easily accessible while being responsible for tens of millions of deaths globally. These deaths have been attributable to alcohol since 2010 (very likely more than 30 million) based on the annual scales involved. Alcohol withdrawal is deadly whereas discontinuing kratom use is not. Kratom, namely plain leaf kratom is not deadly.

That's why I believe regulation, not prohibition, is the responsible way. Requiring testing and labeling so products are safe and adults can make informed choices.

For me, and for millions of others, plain leaf kratom has meant a better, healthier quality of life. It is nothing like the synthetic derivatives that are created- I am for banning those. Please listen to the science, and to the people who use it responsibly every day.

Thank you for your time and consideration,
Drea Powers

Dr. Heidi Sykora, DNP, GNP-BC (Retired)

Retired Nurse Practitioner, Healthcare Executive, and Advocate for Safe Access to Plant-Based Therapies

I'm a retired Nurse Practitioner and healthcare executive with more than three decades of experience leading clinical innovation and patient-centered care. I've directed multihospital oncology programs, opened the region's only post-acute brain injury unit, and was honored with the *Milwaukee Biz Times Healthcare Hero Award* for visionary leadership. I've taught at the graduate level and held advanced certifications in geriatrics, oncology, brain injury, and clinical nursing.



Today, I advocate for safe access to plant-based therapies-especially kratom-because I've lived what the data often overlooks.

I live with multiple rare and painful conditions, including Chiari Malformation, Tethered Spinal Cord, Ehlers-Danlos Syndrome, Hereditary Alpha Trypsinemia, and Thoracic Outlet Syndrome. After exhausting pharmaceutical options and experiencing serious adverse effects, I found kratom to be the only effective and tolerable solution for pain control.

Kratom reduces my pain enough to stretch and exercise, which prevents further injuries and debility. It improves my focus, balance, and sleep. I've taken it safely for over six years without side effects. Thanks to natural leaf kratom, I can enjoy time with my grandchildren and maintain a better quality of life.

I've also witnessed natural leaf kratom's benefits for Veterans with PTSD, individuals with rare neuromuscular conditions, and those recovering from substance use disorders.

I support the Kratom Consumer Protection Act (KCPA) because it ensures that adults who benefit from kratom have access to safe, tested, and accurately labeled products.

For me, it's kratom or nothing. And for many others, it's hope.

Selected Publications

- *Home Care and the Patient Taking Kratom. Home Healthcare Now, 2025. [PubMed PMID: 40019266](#)*

- *Kratom: A Nurse Practitioner's Perspective on Patient-Centered Regulation.*
KevinMD, 2024. [Read article](#)

Contact

Heidi Sykora, DNP, GNP-BC (Retired)

25921 W. Elmwood Ave, Wauconda, IL 60084

 Heidi.sykora1@gmail.com |  262-573-7848



**AMERICAN VETERANS
FOR KRATOMSAFE!**

An American Kratom Association Program

**JOHN SHINHOLSER,
DIRECTOR OF ADVOCACY**

Shinholser@americankratom.org

KratomAnswers.org

I am John Shinholser, the Advocacy Director for the American Kratom Safe Initiative. I'm a USMC veteran, a father, son, husband, and a person in long-term recovery from substance use disorders, having been sober for over 42 years.

My qualifications listed below allow me to testify expertly to the value of genuine Kratom products made from plants that meet FDA GMP standards.

I encourage you to please verify anti-kratom information for scientific proof. Observe the motives of other industries and agencies. Be advised that there is a lot of misinformation about Kratom. Many experts observe that a repeat of prohibition and the damage it caused to the United States is at stake. The failed war on drugs is in full effect. Harmful kratom bans will exacerbate the loss of constitutional freedoms and liberties, whereas commonsense kratom regulations address most, if not all, of the concerns associated with genuine kratom products.

Personal Kratom Experience

Around 2012, Kratom began appearing on the random drug tests for participants in our substance use disorder recovery program; these individuals exhibited no signs of substance use and were exemplary participants, in contrast to those on pharmaceutical medications like methadone, suboxone, and other psychotropic drugs, which were clearly visible. When we inquired about what kratom was and why they used it, they explained that it helps with their anxiety, PTSD, and ADHD, as well as alleviating opiate cravings, among other issues. Then we started hearing that it helps alleviate the harsh detox symptoms of opiate withdrawal.

In 2016, we conducted a "pilot survey" in collaboration with a scientist, a sober home facility and a processor. Essentially, we took to the streets and engaged 30 opiate addicts, offering them a week in sober living along with access to natural powdered Kratom. Of those, 29 out of 30 participants successfully completed 7 days opiate-free, with many ending up completely substance-free by the end (we utilized a step-down Kratom system), much like the old days with buprenorphine. Shortly after this survey, Virginia expanded Medicaid, and now it seems there's a Suboxone clinic on every block.

I spent many years connecting with thousands of kratom consumers nationwide. I reviewed over 500 scientific studies to understand the "good, bad, and ugly deeply." Many abused

legal products like airplane glue, Nitrous Oxide “laughing gas”, cold medicines etc. are typically regulated as needed and are rarely banned.

This is what I find to be factual and truthful...

- The “vast majority” of responsible adult consumers of genuine kratom products do not experience issues with consumption. Additionally, kratom serves as a solution for many conditions, problems, or purposes of use.
- Few consumers misuse kratom; according to a Johns Hopkins study, kratom has a 3% addiction potential. Keep in mind addiction is a mental illness, in part that means addiction has more “to do” with gene mapping and other underlying conditions. Natural kratom products compared to other addicted products is one of the safest substances to be addicted to.
- The few consumers who become addicted can typically access clinical interventions or other recovery pathways and may successfully recover fully.
- The only objections I have witnessed to regulating kratom for over-the-counter sales come from suboxone doctors, pharmacists, bureaucrats, trial lawyers, and individuals impacted by their loved ones' addictions.
- Fentanyl and other opiate addicts use kratom in their search for their next fix to alleviate cravings. Additionally, both illicit and legal drug users, as well as alcohol users, turn to kratom to minimize harm or stop using more dangerous substances.
- For those who “chase the dragon,” natural kratom products have a “ceiling” regarding its psychoactive effects and does not suppress heart function. Essentially, it is nearly impossible to overdose on kratom. When taken in higher doses, it acts as a partial agonist (like buprenorphine) rather than a full agonist like opiates.
- Every case I’ve encountered where a consumer experienced an adverse effect has been due to adulterated products, overconsumption, polydrug use, an unknown or undiagnosed medical condition, or abuse.
- Kratom has significantly contributed to the reduction of our nation’s overdose deaths. It has also played a crucial role in decreasing other substance use disorders, such as alcoholism, prescription misuse, and the illicit use of various substances.
- Responsible adult consumers seek the freedom to choose healing botanicals rather than feeling compelled to use pharmaceuticals, which often cause more harm in many instances.
- Veterans, retirees, individuals with chronic pain, and underserved populations view kratom as essential support for enhancing their quality of life.
- Virginia has enacted a Kratom Consumer Protection Act along with eighteen other states. This law allows adults to access FDA regulatory guidance on GMP products over the counter. Virginia does not have issues with authentic GMP kratom products and does not face a public safety problem. Scientific evidence indicates that kratom has minimal to no effect on driving. In simple terms, kratom works effectively!
- Special interest groups and uninformed ideologues have demonized kratom.

- Good American adult consumers are horrified, angry, and frustrated that their “solution” is colonizing them and destroying their lives.
- The 1994 DSHEA Act congressionally guarantees that genuine kratom products may be imported and processed according to FDA regulatory guidelines for good manufacturing practices.
- The National Institute on Drug Abuse (NIDA) has heavily invested in kratom research and clearly supports its development, as have many other industry leaders. Kratom has well over 500 scientific studies completed, with more than 100 peer-reviewed. Many of our nation’s (and worldwide) universities and medical research institutions have ongoing human trials and studies.
- <https://vimeo.com/711837665>
- The FDA clearly shows a bias against kratom and oversteps its authority to undermine the value of kratom, suspiciously guarding its funding resources.

In simple terms, Kratom saves lives and is highly beneficial for responsible over-the-counter access for adults. Yes, it does need regulation, much like the 16 other states that have successfully done so. Kratom is an excellent harm reduction tool, one of the best I have ever encountered.

I know you have plenty of scientific evidence. When the facts and the truth are combined with common sense, all will be well.

Qualifications:

John Shinholser served as President and then as President Emeritus of the McShin Foundation. It was founded in 2004 and named after its two recovering co-founders, John Shinholser and Carol McDaid—Virginia’s largest and most valued Authentic Recovery Community Organization. He is a United States Marine Corps veteran and previously owned a successful contracting business for over 30 years. He was President of the Richmond Chapter of the Painting and Decorating Contractors Association during that time.

John also served as president of Central Virginia’s SAARA (Substance Abuse and Addiction Recovery Alliance) and was a former SAARA of Virginia board member from 2001 to 2005. He spent twelve years on the board of directors of Rubicon, Inc., the last two as Chairman (1999-2013), at the time, Virginia's most comprehensive substance abuse treatment facility (230 beds). John was a subject matter expert for The Peer Recovery Center of Excellence, a peer-led national center providing training and technical assistance for substance use disorder recovery based at the University of Missouri-Kansas City (UMKC). This center was authorized under Section 7152 of the SUPPORT Act for patients and communities and funded by the Substance Abuse and Mental Health Administration (SAMHSA). John served on the National Peer Recovery Alliance board in 2022 and 2023.

In 2005, John was honored with the prestigious America Honors Recovery Award from the Johnson Institute, being one of six recipients recognized nationally that year. Along with his wife, Carol McDaid, he also received the Caron Foundation's Outstanding Alumni Award in 2005. In 2006, John was awarded the coveted OSAS (Virginia State Office of Substance Abuse Services) Award of Virginia for Significant Contributions to the Field of Substance Use Disorder Recovery, making him the first member of the recovering community to receive this honor. John received the Visionary Leadership Award from the Virginia Summer Institute for Addiction Studies in 2022. Under John's leadership, McShin won the Recovery Community Organization of the Year Award for the United States and the Joel Hernandez Award presented by Faces and Voices of Recovery at a Washington D.C. ceremony in June 2011.

Additionally, under John's guidance, McShin claimed the national SAMHSA (Substance Abuse and Mental Health Service Administration) Recovery Month 2011 Flicker Award. McShin also won the SAMHSA Special Event of the Year award in 2014. John was honored as a nominee for the Richmond Times Dispatch 2016 Person of the Year. The McShin Foundation is a nationally accredited recovery community organization (CAPRSS). The Council on Accreditation of Peer Recovery Support Services (CAPRSS) is the only accrediting body in the U.S. specifically for Recovery Community Organizations (RCOs) and other programs offering addiction Peer Recovery Support Services (PRSS).

John co-wrote the McShin Recovery Coach manual and was featured in numerous publications, including Addiction Professional Magazine, Newsweek, The Richmond Times Dispatch, The Mechanicsville Local, Richmond Free Press, The Free Lance-Star of Fredericksburg, VA, North of The James Magazine, and many other local papers across Virginia, the U.S., and the U.K., as well as in the Virginia Association of Community Service Boards 2005 Annual Report. He has appeared in various news broadcasts and national documentaries, including Face the Nation, The Anonymous People, and Heroin, the Hardest Hit, to name a few. The McShin training curriculum is state-approved in WV, CT, and NY. John is an approved NAADAC CE Provider in all 50 states. Arkansas has adopted the McShin Model for its emerging Recovery Community Organizations.

John served as an appointed citizen member of the Virginia General Assembly's joint Senate/House subcommittee on substance abuse from 2008 to 2010 (SJ77). He was also a member of the Henrico County Drug Court Advisory Council and acted as an Honorary Deputy for the Richmond City Sheriff's Office. In 2013, John graduated from the Hanover County Sheriff's Citizens Police Academy.

In 2021, the Virginia General Assembly honored John Shinholser, Carol McDaid, and McShin with House Resolution 738, recognized McShin as a pioneer in establishing the peer recovery support model, Recovery Community Organization, and Recovery Residence model in Virginia. John was acknowledged on the House floor of the U.S. Congress (118th) on December 1st, 2023, by Congresswoman Abigail Spanberger. State Senator

VanValkenburg presented John with SENATE JOINT RESOLUTION NO. 174 from the 2024 Virginia General Assembly.

McShin was the first Virginia organization to train and certify peers; it was also the first National Alliance of Recovery Residence in Virginia. John traveled the country to provide authentic recovery coach training, and he and Carol traveled to Wales in 2011 to participate in the first U.K. recovery walk along with the launch of The Living Room in Cardiff, a Recovery Community Center. John has conducted multiple tours in the U.K., delivering recovery training, and has crisscrossed the country, providing recovery talks and training in correctional facilities across forty-six states.

John has testified, presented, facilitated, and been a keynote/featured speaker over a thousand times at various conferences, conventions, work groups, and forums on topics of recovery and solutions for substance use disorders. John retired from McShin on 12/31/2023 and is currently the Director of American Veterans for Kratom Safe. He resides in Ashland, Hanover County, Virginia, with his wife Carol and is working on his autobiography. He has enjoyed long-term recovery since August 10th, 1982.

Please keep kratom legal. Kratom has saved my family. My wife and I have over 10 years away from heroin with the help of Kratom. Please keep this plant accessible for adults especially in your area where its needed the most where the fentanyl problem is out of control. Please keep this plant accessible or you will have even more deaths.



Lynn Spruill <l.spruill@cityofstarkville.org>

my son died from Kratom

1 message

S Eppard <switchinz@yahoo.com>

Wed, Mar 4, 2026 at 7:06 AM

To: l.spruill@cityofstarkville.org

I support banning all forms of Kratom.

My 22 year old son Matthew Joseph Eller died from natural whole leaf Kratom (the least potent form of Kratom available in the United States). Kratom caused him to have a seizure, go into cardiac arrest and die. His toxicology showed he died from the "TOXIC effects of Mitragynine" an alkaloid found only in Kratom. He had no prescription drugs, no street drugs nor alcohol in his system when he died, and his autopsy showed he had no underlying health conditions. It's important to note my son didn't die from 7-OH/7-hydroxymitragynine.

I belong to the non-profit Group Kr8tom Danger Awareness. A group comprised of people whose loved ones died from Kratom. Many have died from Kratom only, and others have died from combinations of kratom with typical amounts of alcohol, Benadryl, anti depressants etc. We are working tirelessly to get Kratom banned throughout the United States.

Attached is a photo of my son and his toxicology results.

Feel free to contact me.

Sincerely,

Susan Eppard (Matthew's Mom)
231-286-4498
Switchinz@yahoo.com



AMERICAN KRATOM ASSOCIATION

POLICY BRIEF

A Legislator’s Guide to Natural Leaf Kratom (mitragynine) Versus 7-Hydroxymitragynine (7-OH)

Background

Kratom (*Mitragyna speciosa*) is a tropical tree native to Southeast Asia, particularly Indonesia, Thailand, and Malaysia. For centuries, its leaves have been used by laborers in fields in Southeast Asia for an energy boost and for minor pain relief. In the United States, kratom is widely used as (1) a replacement for a cup of coffee for an energy boost and increased focus; (2) a natural alternative to manage common aches and pain, anxiety, and; (3) to support individuals suffering from acute and chronic pain, and for those in that category who are trapped in opioid addictions, kratom has been found to help those addicted to opioids to wean off those highly addictive and potentially deadly opioids.

7-OH is not present in the natural kratom plant. It is a metabolite that occurs during the drying of the leaves after they are harvested from the kratom trees. That oxidization during drying produces only trace amounts of 7-OH during this process and at those levels pose no safety risk to consumers.

The Difference Between Natural Leaf Kratom and Chemically Manipulated 7-OH Products

Natural leaf kratom products, whether pure leaf or properly manufactured extracts using naturally limiting food grade solvents, have as their main component the kratom plant alkaloid known as mitragynine.

7-OH products are deliberately manipulated to chemically flip the content of a product to be majority 7-OH and that product content is described by FDA Commissioner Makary as follows: “7-OH is an opioid that can be more potent than morphine. We need regulation and public education to prevent another wave of the opioid epidemic”.¹ There are only trace amounts of mitragynine, if any, in these 7-OH products.

Chemically Manipulated 7-OH Has Been Recommended to be Classified as a Schedule 1 Compound by HHS and the FDA

While natural leaf products have a well-documented safety profile for consumer use with only trace amounts of 7-OH, chemically manipulated 7-OH products have been determined by HHS and FDA to pose an imminent threat to the safety of consumers. On July 29, 2025, the scheduling recommendation was transmitted to the Drug Enforcement Administration (DEA).

¹ <https://www.fda.gov/news-events/press-announcements/fda-takes-steps-restrict-7-oh-opioid-products-threatening-american-consumers>

Is Natural Leaf Kratom Safe?

Yes -- when manufactured responsibly with accurate labeling and age restrictions on purchasing. Key evidence includes:

- National Institute on Drug Abuse (NIDA) has funded over \$100 million in research that confirms kratom has a lower risk profile than opioids and has potential as a harm-reduction tool.
- The FDA has acknowledged that kratom-related deaths are rare and typically involve adulterated or polydrug use.
- Former HHS Assistant Secretary Brett Giroir, in 2018, rejected the FDA's request to ban natural leaf kratom as a Schedule I substance, citing "embarrassingly poor evidence" and "failure to consider overall public health."
- Millions of Americans use kratom daily with no serious adverse effects, and 18 states have passed Kratom Consumer Protection Acts to ensure responsible regulations assure product safety through product formulation standards, proper labeling and age restrictions for purchase.

Conclusion

Kratom is a natural botanical that, when regulated for purity and serving sizes, is a safe and effective product used by millions of Americans. The American Kratom Association advocates for regulations on kratom products and 18 states have enacted Kratom Consumer Protection Act legislation.

Chemically manipulated 7-OH products did not meet the federal requirements for market entry in 2023 when they were first introduced. The emerging threat to consumers of chemically manipulated 7-OH compounds compels states to act to remove these products from the marketplace today.

Lora Romney – Patient Testimony

I am sharing my story with you today so that you can understand the human side of kratom and how your decision will impact the lives of thousands who rely on this botanical. I am a very normal 55-year-old wife, mother, grandma, and conservative voice. At 42 years old I joined the ranks of the chronic pain community with my diagnosis. I feel compelled to explain to you how natural kratom has changed my life and allowed me to function. I also feel it is extremely important to stress that natural kratom is very different from synthetic 7-OH. I know that protecting your citizens is your entire goal. By banning 7-OH you are ensuring that the problem synthetic products are off your shelves. By regulating kratom, you are allowing safe access for those who rely on kratom.

I am a patient with Atypical Trigeminal Neuralgia (ATN). This disease causes severe facial nerve pain that never stops. It presents in my sinus regions on both sides. Imagine an ice cream headache that never goes away. This is what I experience daily. This disease is called “the suicide disease” because it can be one of the most painful conditions to live with.

I have been struggling with ATN for the past 13 years. I have tried everything to control my pain: brain surgery, a nerve stimulator implant in my face, blocks, lidocaine infusions, chiropractic, acupuncture, physical therapy and over 30+ medications to try and decrease this pain. I was referred to a pain clinic after my neurologist exhausted all options for me. Under the care of a pain physician, I was given two oxycodone per day.

This dose of oxycodone was not enough to control my excruciating pain. It gave me relief for approximately 4-5 hours. This meant that for 16 hours of the day and night, I did not have any pain control. I suffered immensely. Since I had tried all available options to control this pain, I began looking at alternative solutions. I heard about the plant kratom that many were using successfully to help control their TN pain. I decided to try it. Amazingly enough, I got instant relief. My pain did not go away, but it moved from an 8-9 to a 2-4 with the use of a low dose of kratom. I still have very bad days where nothing really helps, but the majority of the time, I can function very well. I am an 8-year kratom consumer. Kratom has allowed me to discontinue my daily opioid prescription!

Patients like me need pain control options. I read stories every day of patients who are being forced off their pain medication and given no other options. While taking acetaminophen or ibuprofen for pain control works for some, when people have severe illness and pain, these over-the-counter meds do not help. What is not understood by many lawmakers and physicians is that you cannot survive at constant 8-10 level pain for an extended period of time without snapping. Mentally this amount of pain changes your brain, and suicide becomes a real option. We don't want to die. We want to live! I don't take kratom to get any sort of a high. In fact, the reason I love kratom is that it makes me feel more normal! There is no physical craving for this supplement. The only craving I have is the desire to have my pain drop a few points.

Pain patients are the silent minority in this country. We are the ones who have no voice. We are hidden away in our homes, unable to work, go to lunch, and even drive a car at times. All we are asking for is compassion and access to medication and natural supplements that give us some quality of life. Sometimes I lay awake at night thinking about the real possibility that kratom could become illegal. What would I then do for pain control? That is a thought that haunts me. Opioids are no longer

available to most patients. I could not live at level 9-10 which is what I would be at without pain control. The answer for me was Kratom. I am grateful every day that it is legal and that I have the option to use this supplement.

Just this week I came across this post. It perfectly summarizes the terrifying position that pain patients are being put in by having their access to pain medication taken away. Notice the last two sentences. It says it all.



Please give pain patients a voice! Regulate kratom instead of banning it! Currently the adverse events being reported are most frequently coming from 7-Hydroxymitragynine (7-OH) synthetic products and not from pure kratom. 7-OH products SHOULD be banned since they are not kratom. Please do not assume that these products are the same. 7-OH is NOT kratom.

By regulating and not banning kratom, you are showing those that rely on kratom to treat their pain, anxiety and even drug withdrawals with kratom truly matter. You have the power to keep us functioning so we can give back to society and take care of our families. Thank you!

Lora Romney
(801)557-1144
loraromney@gmail.com



Before Kratom – Uncontrolled pain, surgeries, procedures (Cephaly device pictured....trying to control the pain)



With Kratom – Controlled pain, living life, being a grandma

My name is Tracy Petrie. I am 54 years old. I have lupus, an auto immune disorder. I have also had two back surgeries. I get injections into the joints of my knees. I suffer daily from joint pain, inflammation, and extreme fatigue. I literally cannot get out of bed each day without the help of some kind of pain medication. Kratom has become a true miracle for me. A single dose each morning helps me function throughout the day. Banning this product that comes from a simple plant will absolutely change my life. I know there are many others like me, that use this product responsibly and as a daily necessity. Without it, they will be left with no safe alternative. Please reconsider placing a ban on this plant.

Dear Mayor and Members of the Board of Aldermen,

My name is Venus Usher. I am writing to respectfully ask you to reconsider banning the sale of kratom in Starkville.

For me personally, plain leaf kratom has been life-changing. After becoming seriously ill from an FDA-approved medication years ago, I spent nearly 17 years trying to prove my pain was real. During that time I went through misdiagnoses, unnecessary procedures, and was even wrongly labeled a drug seeker. Plain leaf kratom tea eventually became the one thing that helped me manage my pain while remaining clear-headed and able to function in daily life. Losing access to it would not just be a policy decision to me, it would directly affect my quality of life and the stability I have worked so hard to regain.

Across the country, many communities are discovering that the real concern is not traditional kratom itself, but the newer highly concentrated products that are appearing in some stores. High-potency extracts and products containing 7-hydroxymitragynine are very different from traditional plain leaf kratom. If the goal is to protect public health, a far more balanced solution would be to restrict or prohibit those high-potency extracts while allowing the sale of plain leaf kratom products that are clearly labeled and easy to distinguish.

Plain leaf kratom has been used by many adults as a simple botanical tea for wellness and pain management. Removing access to it can unintentionally harm people in your community who rely on it as a safer alternative to more dangerous substances or prescription medications.

I would also respectfully encourage the city to request clear, documented evidence when claims are made about toxicity or public health harms in Starkville. Public policy should always be guided by verified data, not assumptions or isolated reports. If there are concerns about specific products, targeted regulation can address those issues without taking away access to traditional plain leaf kratom.

Communities around the country are successfully adopting common-sense approaches such as:

- Restricting high-potency extracts
- Prohibiting synthetic or adulterated products
- Ensuring proper labeling and age restrictions
- Allowing traditional plain leaf kratom to remain available

These approaches protect consumers while avoiding unintended harm to responsible adults.

Thank you for taking the time to listen to all perspectives before making a decision that could affect many people in your community, most who have no idea they are in danger of losing their pain relief. I truly appreciate your consideration.

Respectfully,
Venus Usher
Advocate

My Story: <https://share.google/FmmBi7LTUucD1NZQD>

MARK BALLARD
CHIEF OF POLICE



TELEPHONE
662-323-4131

KRATOM FACT PACKET

US Food & Drug Administration (www.fda.gov)

"FDA and Kratom" (12/2/2025)

- Often used to self-treat conditions such as pain, coughing, diarrhea, anxiety and depression, opioid use disorder, and opioid withdraw
- An estimated 1.7 million Americans aged 12 and older used kratom in 2021, according to the Substance Abuse and Mental Health Services Administration's National Survey on Drug Use and Health.

What can happen if a person uses Kratom?

- FDA has warned consumers **NOT** to use kratom because of the risk of serious adverse events, including liver toxicity, seizures, and substance use disorder (SUD).
- In rare cases, deaths have been associated with kratom use, as confirmed by a medical examiner or toxicology reports. In these cases, kratom was usually used in combination with other drugs, and the contribution of kratom in the deaths is unclear.

MARK BALLARD
CHIEF OF POLICE



TELEPHONE
662-323-4131

STARKVILLE POLICE DEPARTMENT
101 E. LAMPKIN STREET, STARKVILLE, MS 39759

- FDA is also aware of cases involving **neonatal abstinence syndrome**, in which newborns experienced withdrawal signs such as jitteriness, irritability, and muscle stiffness following prolonged exposure to kratom prior to birth.

Mayo Clinic (www.mayoclinic.org)

"Kratom: Unsafe and ineffective" (6/18/2024)

- People who use kratom report that at low doses, kratom acts as stimulant. That means it makes them more alert and gives them more energy.
- At higher doses, people who use it report that it reduces pain and makes them feel calm and less anxious, also called a sedative.
- Some people take kratom to ease the symptoms of opioid withdrawal. Kratom may be easier to get than prescription medicines. **But it carries its own risk of addiction.**
- Kratom starts to work in minutes. The effects last a few hours. The more kratom you take, the stronger the effects are.
- The U.S. Food and Drug Administration (**FDA**) has warned people **NOT** to use kratom because of possible harm it can cause.



- The U.S. Drug Enforcement Administration calls kratom a **drug of concern**.
- Poison control centers in the United States received more than 3,400 reports about use of kratom from 2014 through 2019. These included reports of death. Side effects reported included high blood pressure, confusion and seizures.
- Kratom has known side effects, including:
 - Weight loss.
 - Dry mouth.
 - Nausea and vomiting.
 - Constipation.
 - Liver damage.
 - Muscle pain.
 - High blood pressure.
- Kratom also affects the mind and nervous system. It causes:
 - Dizziness.
 - Drowsiness.
 - Smells, tastes, sights, touches or sounds that seem real but aren't, called hallucinations.
 - False beliefs, called delusions.
 - Depression.
 - Trouble breathing.
 - Confusion, tremors and seizures.

MARK BALLARD
CHIEF OF POLICE



TELEPHONE
662-323-4131

Pine Rest Christian Mental Health Services (www.pinerest.org)

Pine Rest is a mental health and addiction rehabilitation facility located in Grand Rapid, MI

- Nationally, kratom is not classified under the Controlled Substance Act, but:
- **The FDA has NOT approved kratom for medical use.**
- **The DEA lists kratom as a Drug and Chemical of Concern.**
- Public health experts warn against its use due to the lack of safety data and the risk of serious side effects.
- While kratom may appear to be a natural alternative for pain relief or energy, its unregulated nature and potent effects make it a substance of concern. Health professionals urge caution and advocate for more research and regulation to ensure public safety.

MARK BALLARD
CHIEF OF POLICE



TELEPHONE
662-323-4131

Starkville Police Department (RMS & Officer Involvement)

- Between January 1, 2025, and December 25, 2025 Starkville Police Department has responded to 5 (five) calls for service related to an overdose.
- 1(one) of those calls was related to kratom. Kratom was not the only drug used at the time of this overdose.
- This individual reportedly spends \$350 every 2-3 days on kratom.
- In a separate situation, officers have responded multiple times to the residence of another individual. These responses are usually related to a disturbance between a husband & wife.
- The husband has informed officers multiple times that the disturbance is related to his wife's use of kratom.
- Before kratom he says that she is a great mother and spouse. But when she uses kratom, she is completely different person.
- He described her as being delusional & psychotic.

MARK BALLARD
CHIEF OF POLICE



TELEPHONE
662-323-4131

- She is completely unreliable.
- The couple have a disabled child. She cannot be trusted to properly medicate the child or assist in taking the child to doctor appointments.
- At one point she was spending approximately \$700 - \$900 per week on kratom.
- The husband has spent Thousands of dollars paying off credit cards bills that she used to pay for kratom.
- When she has quit using kratom in the past, she goes through withdrawals and stays in bed for days. The withdrawals are the same as with any opioid: headaches, chills, nausea.

With surrounding cities banning kratom, Starkville is at risk of becoming a hub for addicts to get their kratom.

Petition to Ban the Sale of Kratom for Public Health and Safety

To: The Mayor, Board of Alderman, Board of Supervisors for the City of Starkville and Oktibbeha County

We, the undersigned, are deeply concerned about the public health risks associated with the use and sale of Kratom (*Mitragyna speciosa*), an herbal substance that has become increasingly popular but is linked to serious health problems.

Kratom is known to have opioid-like effects, and its use has been associated with addiction, overdose, and even death. Despite being marketed as a natural remedy, kratom is not approved by the FDA for any medical use, and its safety and efficacy remain unproven.

Given the growing evidence of its dangers, we urge you to take immediate action to ban the sale, distribution, and promotion of kratom within [your jurisdiction]. Protecting our community, especially vulnerable populations such as youth and those struggling with substance abuse, is of paramount importance.

By signing this petition, we call on policymakers to:

- Prohibit the sale and distribution of kratom products in any form**
- Increase public awareness about the risks of kratom use**
- Support research and regulatory measures to prevent kratom-related harm**

We thank you for your attention to this urgent public health issue and look forward to your leadership in safeguarding our community.

Sincerely,

Citizens of The City of Starkville and Oktibbeha County

Name	Address	Signature
1. Brandie Tetford	5905 Craig Springs, Starkville	Brandie Tetford
2. Sara Jo Jones	936 Jeff Peay Rd Maben	Sara Jo Jones
3. Benjamin F. Charles	12 Sally Ho St	Benjamin F. Charles, P
4. Jamell Trotman	16A Peoples St. Starkville, MS	Jamell Trotman
5. Leji Fyfe	2911 Silver Ridge Rd. Starkville, MS	Leji Fyfe

- | | Name | Address | Signature |
|-----|--------------------|--|--------------------|
| 6. | Renee Sloan | 182 Sloan Rd. Sturgis, MS | Renee Sloan |
| 7. | Sara McHann | 2911 Silver Ridge Rd. Starkville, MS | Sara McHann |
| 8. | James Thomas | 1033 McHann Starkville, MS | James Thomas |
| 9. | Renee Howell | 2406 Wade Rd Starkville, MS | Renee Howell |
| 10. | Wade Howell | 2406 Wade Rd, Starkville, MS | Wade Howell |
| 11. | Robin Pine | 7840 Craig Springs Rd. Sturgis | Robin Pine |
| 12. | Whitney Moss | 2764 Craig Springs Rd. | Whitney Moss |
| 13. | Sue Ellen Muirhead | 209 Grace Ln. Sturgis 39769 | Sue Ellen Muirhead |
| 14. | Amber Robinson | 3349 Silver Ridge Rd Starkville, MS 39759 | Amber Robinson |
| 15. | Keally Thomas | 1033 McHann Rd Starkville MS 39759 | Keally Thomas |
| 16. | Patrick Muirhead | 209 Grace Ln Sturgis 39769 | Patrick Muirhead |
| 17. | Trey Robinson | 3349 Silver Ridge Rd Starkville, MS 39759 | Trey Robinson |
| 18. | Kynn Durz | 472 White Oak Lane Starkville | Kynn Durz |
| 19. | Jessie | 5491 Craig Springs Sturgis | Jessie |
| 20. | | 61 Church St Sturgis MS | |
| 21. | Kurt Pinnix | 4860 Silver Ridge Rd Starkville, MS | Kurt Pinnix |
| 22. | Markana Pinnix | 4860 Silver Ridge Rd Starkville, MS | Markana Pinnix |
| 23. | Steve Shepherd | 114B W Band Street, Starkville | Steve Shepherd |
| 24. | Pam Stribling | 7789 Craig Springs Rd Sturgis | Pam Stribling |
| 25. | Bobby Green | 8281 Craig Springs Rd, Sturgis | Bobby Green |
| 26. | William Durr | 472 White Oak Ln. Starkville, MS. 39759 | William Durr |
| 27. | Tri Rason | 152 Surrey Ln Starkville, MS 39759 | Tri Rason |
| 28. | Lanannah Boren | 302 Colonial Circle, Starkville MS 39759 | Lanannah Boren |
| 29. | Daniel Ray | 3724 Reform Rd Starkville Sturgis, MS | Daniel Ray |
| 30. | Julie McKenzie | 77 McKenzie Rd Sturgis, MS 39769 | Julie McKenzie |

	Name	Address	Signature
31.	Audie Hughes	369 W. 15th STARKVILLE	Audie Hughes
32.	Aubrey Ray	5930 Craig Springs Sturgis	Aubrey Ray
33.	Robin Briones	771 Phillips Rd Sturgis, MS	Robin Briones
34.	Betty Westbrook	95 Craig Springs Rd Sturgis, MS	Betty Westbrook
35.	Nicole Briones	140 Dunn Rd Sturgis, MS	Nicole Briones
36.	Chris Coggins	140 Dunn Rd Sturgis, MS	Chris Coggins
37.	Lloyd Briones	771 Phillips Rd Sturgis, MS	Lloyd Briones
38.	Talida Collins	91 Sturgis West Point Rd Sturgis, MS	Talida Collins
39.	CHRIS COLLINS	91 STURGIS WEST POINT RD. STURGIS, MS	CHRIS COLLINS
40.	Ryan Johnson	212 Craig Springs rd Sturgis, MS 39769	
41.	Evan Coggins	~ 709 Edwards St Sturgis MS 39769	Evan Coggins
42.	Paul Pino	- 7840 CRAIG SPRINGS RD STURGIS MS 39769	
43.	Trenton Pine	- 7840 Craig Springs Rd Sturgis	Trenton Pine
44.	Betty Brown	- 33 Little Creek Ln Starkville MS 39759	
45.	BARRY BROWN	33 LITTLE CREEK LN STARKVILLE MS 39759	
46.	Chaplin Livingston	Morningside Dr Starkville MS	
47.	Mark Livingston	Morningside Dr Starkville MS	
48.	Dawn Ray	Pleasant Ridge Rd Sturgis MS	
49.	Log Ray	Pleasant Ridge Rd Sturgis MS	
50.	Paul Odum	Craig Springs Rd Sturgis MS	
51.	Debra Odum	Craig Springs Rd Sturgis MS	
52.	Betty Bell	973 Sudduth Rd Starkville, MS	Betty Bell
53.	Gae H. Bell	973 Sudduth Rd - Starkville, MS	Gae Bell
54.	Joann Bell	975 Sudduth Rd - Starkville, MS	Joann Bell
55.	Suzette Bell	971 Sudduth Rd - Starkville, MS	Suzette Bell

	Name	Address	Signature
56.	Anna Gamarena	103 Dogwood Dr.	<i>[Signature]</i>
57.	Allan Torres	103 Dogwood Dr. Starkville	<i>[Signature]</i>
58.	Brenda Montenegro	103 Dogwood Dr.	<i>[Signature]</i>
59.	Fannie Montenegro	16 East Rd	<i>[Signature]</i>
60.	JUNE Eskridge	5434 Hwy 12, Stryce, MS	<i>[Signature]</i>
61.	Jennifer Barrow	824 Left Peay Rd Starkville	<i>[Signature]</i>
62.	David Smith	824 Left Peay Rd Starkville	<i>[Signature]</i>
63.	Dakota Barrow	824 Left Peay Rd Starkville	<i>[Signature]</i>
64.	Haley Barrow	824 Left Peay Rd Starkville	<i>[Signature]</i>
65.	JERRY ERVIN	936 Jeff Peay Rd	<i>[Signature]</i>
66.	Anthony Strubling	5905 Craig Springs	<i>[Signature]</i>
67.	Ronnie McGinnis	4046 Craig Springs	<i>[Signature]</i>
68.	Nanetta McGinnis	4046 Craig Springs	<i>[Signature]</i>
69.	Shirley Telford	5905 Craig Springs Rd. Stryce, Shetty	<i>[Signature]</i>
70.	Tracy Telford	5905 Craig Springs Rd. Stryce, MS	<i>[Signature]</i>
71.	Mike Sullivan	110 CROSSBATE ST SADEVILLE MS 39759	<i>[Signature]</i>
72.			
73.			
74.			
75.			
76.			
77.			
78.			
79.			
80.			

PRINT

- | | Name | Address | Signature |
|------|------------------|--|------------------|
| 81. | Kathy Nason | 2993 Sturgis Mabon Rd Sturgis MS | Kathy Nason |
| 82. | Faith Green | 8289 Craig Springs Rd. Sturgis MS | Faith Green |
| 83. | Jayda Green | 21 Trevino Ln. Apt. #5 Starkville, MS | Jayda Green |
| 84. | Megan Green | 5491 Craig Springs Rd Sturgis, MS | Megan Green |
| 85. | Caleb Cozaway | 323 New Hope Church Rd Starkville, MS | Caleb Cozaway |
| 86. | Dylan Cozaway | 323 New Hope Church Rd Starkville, MS | Dylan Cozaway |
| 87. | Patsy Priscock | 8410 Craig Springs Rd, Sturgis, MS | Patsy Priscock |
| 88. | Barbara Colman | 6319 Craig Springs Rd Sturgis | Barbara Colman |
| 89. | Dana Brown | 4637 Self Creek Rd., Starkville, MS | |
| 90. | John Brown | 4037 SELF CREEK Rd, STARKVILLE, MS. | |
| 91. | Margaret Betts | 186 Angel Rd. Starkville, MS 39759 | |
| 92. | Tyasia Head | 1463 Tobe Henry Ln. Starkville, MS 39759 | |
| 93. | Jacki Nason | 7342 Craig Spring Rd, Sturgis, MS | Jacki Nason |
| 94. | Gerald Nason Jr | 7342 Craig Springs Rd Sturgis | Gerald Nason |
| 95. | Matt Moss | 2704 Craig Springs Rd. Sturgis, MS 39769 | Matt Moss |
| 96. | Beverly Phillips | 635 Dunn Rd, Sturgis, MS | Beverly Phillips |
| 97. | Bill Phillips | 635 Dunn Rd, Sturgis MS | Bill Phillips |
| 98. | Brenda Tomer | 103 Dogwood Dr. Starkville | Bp Tomer |
| 99. | Lance Eskridge | 4587 Hwy 12 Sturgis, MS | Lance Eskridge |
| 100. | Melanie Eskridge | 4587 Hwy 12 Sturgis, MS | Melanie Eskridge |



This is an official

MS Health Alert Network (MSHAN) - Advisory

MESSAGE ID: MSHAN-202507-00604-ADV (Health Advisory)

RECIPIENTS: All Physicians, Hospitals, ERs, ICPs, NPs, PAs, and Healthcare Providers – Statewide

Tuesday, July 1, 2025

SUBJECT: Risks with Kratom and Semi-Synthetic Alkaloid Products

Mitragyna speciosa, commonly referred to as kratom, is a tropical tree in the coffee family native to Southeast Asia. It is a chemically complex natural product containing over 40 alkaloids, each with varying pharmacological properties and effects. As a result, it has been commonly used to self-treat many conditions, such as pain, withdrawal, anxiety and depression [1]. The primary alkaloid, mitragynine, acts as a partial agonist at μ -opioid, alpha adrenergic, and serotonergic receptors. Its effects are dose-dependent with stimulation (e.g. anxiety, agitation) at low doses and opioid-like effects (e.g. sedation, euphoria, analgesia) at high doses [1]. Emerging synthetic derivatives, including 7-hydroxymitragynine and mitragynine pseudoindoxyl, show markedly enhanced agonism at the μ -opioid receptor when compared to mitragynine [2]. 7-hydroxymitragynine is predicted to be 30-40x more potent than mitragynine and 5-10x more potent than morphine [3, 4]. Kratom and its constituents are federally unregulated and readily accessible from various retail environments. They are available in many concentrations and forms: leaves (plant-based products), powders, tablets, chewable tablets, films, capsules, gummies, and/or concentrated liquid extracts [6]. Given the aforementioned adverse effects, toxicity in users can be complex and unpredictable [1].

The Mississippi Poison Control Center (MPCC) has received 21 kratom exposure related calls since the start of 2025. However, during the week span of 6/19/2025–6/26/2025, the MPCC observed a concerning trend involving kratom and 7-hydroxymitragynine products after receiving three reports of significant clinical effects in young adults, all of whom experienced respiratory and cardiac arrest following exposure. Notably, all incidents were associated with consuming above the product's recommended dosage or through repeated use over a short timeframe. Two of these cases involved ingestions of 7-hydroxymitragynine products. Although both of these individuals were successfully revived with naloxone administration, one remains in critical condition.

The 2023 National Poison Data System Report, which identifies kratom as an emerging public health threat, cites nausea, vomiting, confusion, tachycardia, agitation, and hypertension as common clinical manifestations associated with kratom exposure [6]. Severe toxicities reported include: cardiotoxicity, such as ventricular fibrillation and sudden cardiac death, seizures, respiratory depression, rhabdomyolysis, and hepatic injury [7, 8, 9, 10, 11]. As of present, there are no well-defined toxic doses. Lastly, case reports suggest naloxone may counteract kratom's opioid-like effects during overdose, while *in vivo* studies indicate this benefit is specific to 7-hydroxymitragynine [12,13].



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Currently, there are no standard laboratory procedures for detecting kratom or its alkaloids in a clinical setting. While some toxicology and forensic laboratories have incorporated kratom and select alkaloids into their screening and confirmatory testing, these procedures remain neither time-efficient nor cost-effective.

As you may know, Mississippi House Bill 1077 will go into effect on July 1, 2025, restricting the sale of kratom products to individuals under 21 and banning potent, synthetic formulations, such as 7-hydroxymitragynine. While we are optimistic this regulation will help curb exposures, we urge healthcare providers to remain vigilant. The MPCC is readily available to assist providers with all kratom exposures. Additionally, we have board certified medical toxicologist available free for consultation.

Recommendations for healthcare providers:

1. Emerging synthetic derivatives, including 7-hydroxymitragynine and mitragynine pseudoindoxyl, are potent μ -opioid receptor agonists. Therefore, opioid antagonists (naloxone, etc.) should be considered, in addition to, other supportive care. Furthermore, consider kratom and especially its synthetic alkaloid metabolites for cases of cardiovascular/respiratory arrest and unknown drug overdose.
2. Report ALL kratom exposures, especially those with significant clinical effects such as cardiovascular/respiratory arrest, to the MPCC via **1-800-222-1222**.
3. If product is implicated in significant clinical effects, obtain and provide complete product information (e.g. product name, manufacturer, ingredients and respective concentrations, dose, formulation, etc.) to the MPCC.
4. If able, coordinate with toxicology or forensic laboratories for product and specimen testing if products are associated with significant clinical effects.

References:

1. McCurdy C. R., et al. An update on the clinical pharmacology of kratom: uses, abuse potential, and future considerations. *Expert Rev Clin Pharmacol*. 2024;17(2):131-142. doi:10.1080/17512433.2024.2305798.
2. Smith, K. E., et al. The rise of novel, semi-synthetic 7-hydroxymitragynine products. *Addiction*. 2025;120(2):387-388. doi:10.1111/add.16728.
3. Matsumoto, K. et al. Antinociceptive effect of 7-hydroxymitragynine in mice: Discovery of an orally active opioid analgesic from the thai medicinal herb *mitragyna speciosa*. *Life Sci*. 2024; 74:2143–2155. doi:10.1016/j.lfs.2003.09.054.
4. Takayama, H. et al. Studies on the synthesis and opioid agonistic activities of mitragynine-related indole alkaloids: Discovery of opioid agonists structurally different from other opioid ligands. *J. Med. Chem*. 2022;45:1949–1956. doi:10.1021/jm010576e.
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6. Gummin DD, Mowry JB, Beuhler MC, et al. Annual Report of the National Poison Data System® (NPDS) from America’s Poison Centers®: 41st Annual Report. *Clin Toxicol (Phila)*. 2024;62(12):793–1027. doi:10.1080/15563650.2024.2412423.
7. Sangani V., et al. Unusual presentation of kratom overdose with rhabdomyolysis, transient hearing loss, and heart failure. *J Investig Med High Impact Case Rep*. 2021. 9:23247096211005069. doi:10.1177/23247096211005069.
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10. Sheikh M., et al. Report of ventricular fibrillation in a 44-year-old man using kratom. *BMJ Case Rep.* 2021;14(3):e237837. doi:10.1136/bcr-2020-237837.
11. Miller A.H.F., et al. Kratom cardiotoxicity: reversible brugada pattern and qtc prolongation. *JACC: Case Rep.* 2025;20(5):103109. doi:10.1016/j.jaccas.2024.103109.
12. Peran D., et al. *Mitragyna speciosa* (kratom) poisoning: findings from ten cases. *Toxicon.* 2023;225:107054. doi:10.1016/j.toxicon.2023.107054.
13. Gonzalez J.D.Z., et al. Mitragynine and 7-hydroxymitragynine: bidirectional effects on breathing in rats. *bioRxiv.* 2025;05(16):654392. doi:10.1101/2025.05.16.654392.



Alerting Message Specification Settings

Originating Agency: Mississippi State Department of Health
Alerting Program: MS Health Alert Network (MS HAN)
Message Identifier: MSHAN-202507-00604-UPD
Program (HAN) Type: Health Alert Advisory
Status (Type): Actual ()
Message Type: Update
Reference: MSHAN-00604
Severity: Unknown
Acknowledgement: No
Sensitive: Not Sensitive
Message Expiration: Undetermined
Urgency: Undetermined
Delivery Time: 600 minutes

Definition of Alerting Vocabulary and Message Specification Settings

Originating Agency: A unique identifier for the agency originating the alert.

Alerting Program: The program sending the alert or engaging in alerts and communications using PHIN Communication and Alerting (PCA) as a vehicle for their delivery.

Message Identifier: A unique alert identifier that is generated upon alert activation (MSHAN-yyymmdd-hhmm-TTT (**ALT=Health Alert**, **ADV=Health Advisory**, **UPD=Health Update**, **MSG/INFO=Message/Info Service**)).

Program (HAN) Type: Categories of Health Alert Messages.

Health Alert: Conveys the highest level of importance; warrants immediate action or attention.

Health Advisory: Provides important information for a specific incident or situation; may not require immediate action.

Health Update: Provides updated information regarding an incident or situation; unlikely to require immediate action.

Health Info Service: Provides Message / Notification of general public health information; unlikely to require immediate action.

Status (Type):

- Actual:** Communication or alert refers to a live event
- Exercise:** Designated recipients must respond to the communication or alert
- Test:** Communication or alert is related to a technical, system test and should be disregarded

Message Type:

- Alert:** Indicates an original Alert
- Update:** Indicates prior alert has been Updated and/or superseded
- Cancel:** Indicates prior alert has been cancelled



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Reference: For a communication or alert with a Message Type of “Update” or “Cancel”, this attribute contains the unique Message Identifier of the original communication or alert being updated or cancelled. “n/a” = Not Applicable.

Severity:

Extreme: Extraordinary threat to life or property
Severe: Significant threat to life or property
Moderate: Possible threat to life or property
Minor: Minimal threat to life or property
Unknown: Unknown threat to life or property

Acknowledgement: Indicates whether an acknowledgement on the part of the recipient is required to confirm that the alert was received, and the timeframe in which a response is required (Yes or No).

Sensitive:

Sensitive: Indicates the alert contains sensitive content
Not Sensitive: Indicates non-sensitive content

Message Expiration: Undetermined.

Urgency: Undetermined. Responsive action should be taken immediately.

Delivery Time: Indicates the timeframe for delivery of the alert (15, 60, 1440, 4320 minutes (.25, 1, 24, 72 hours)).

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 113 N LAFAYETTE ST, STARKVILLE, MS 39759, WITH PARCEL NUMBERS, 118P-00-171.00, 118P-00-172.00, AND 118P-00-173.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Sergeant Samantha Gillen presented consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located at 113 N Lafayette St, Starkville, MS 39759, with parcel numbers, 118p-00-171.00, 118p-00-172.00, and 118p-00-173.00 is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

Initial inspection of 113 N LAFAYETTE ST, STARKVILLE, MS 39759, with parcel numbers, 118P-00-171.00, 118P-00-172.00, and 118P-00-173.00 was performed by Code Enforcement Sergeant Gillen on September 23, 2025, and was re-inspected on January 22, 2026 by Sergeant Gillen. Both inspections provided evidence that the property contained conditions not suitable for public health and safety, such as having major exterior wall cracks, missing large chunks of cinder blocks exposing part of the wood framing, potential water damage based on rust stains, and what appears to be a sag of the northwest portion of the roof. This is causing many issues for the neighboring properties, such as the appearance of the neighborhood and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected. A Notice of Violation was mailed to the property owner, Apostolic Assembly of Jesus Christ, along with the Assembly leadership, Michael Martin at, on January 22, 2026 by Sergeant. Gillen.

Public Notices of the public hearing were posted on the front entrance window at City Hall and on the property on March 2, 2025. A Notice of Public hearing was also certified mailed on March 2, 2026, to the Assembly leadership, Michael Martin at *1200 12th St N, Columbus, MS 39701*.

A final inspection was conducted on March 2, 2026 by Officer Harvey and Cundy before submission of documents on Monday March 2, 2026 at 1335 hours.

Micheal Martin stated they are currently trying to sell the property. They have had the property appraised and have a realtor that is currently trying to sell the property. If the property does not sell, he noted they would tear the buildings down. He asked for time to get this accomplished.

Mayor Spruill opened the Public Hearing to the public.

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

Alderman Vaughn asked Pastor Martin how much time he is needing. Pastor Martin asked

for one year due to the nature of selling a property or until January 2027. Alderman Sistrunk asked if the property was actively listed. Pastor Martin stated they have a realtor who is in communication with interested parties and if that doesn't work out, they will list the property. Alderman Brooks noted that he was one of the appraisers that was called to appraise the property and would be willing to give Pastor Martin time on the matter. Alderman Brooks noted that the property next to this location had sold. Mayor Spruill noted that she knew of interest parties looking into purchasing the property. She stated that she would like to give 6 months for the property clean up. Alderman Vaughn made the motion to allow for one year for the property clean up due to Pastor Martin actively trying to sell the property.

33. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 113 N LAFAYETTE ST, STARKVILLE, MS 39759, WITH PARCEL NUMBERS, 118P-00-171.00, 118P-00-172.00, AND 118P-00-173.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR IN ONE YEAR (MARCH 2027).

Upon the motion of Alderman Vaughn, duly seconded by Alderman Perkins, and adopted by the Board to approve to determine whether the property located at 113 n Lafayette St, Starkville, MS 39759, with parcel numbers, 118p-00-171.00, 118p-00-172.00, and 118p-00-173.00 is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur in a year (March 2027). 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.

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

16.1 Nuisance

16.1.1 General Nuisance

16.1.2 Nuisance Prohibited

16.1.3 Nuisance Violation

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

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

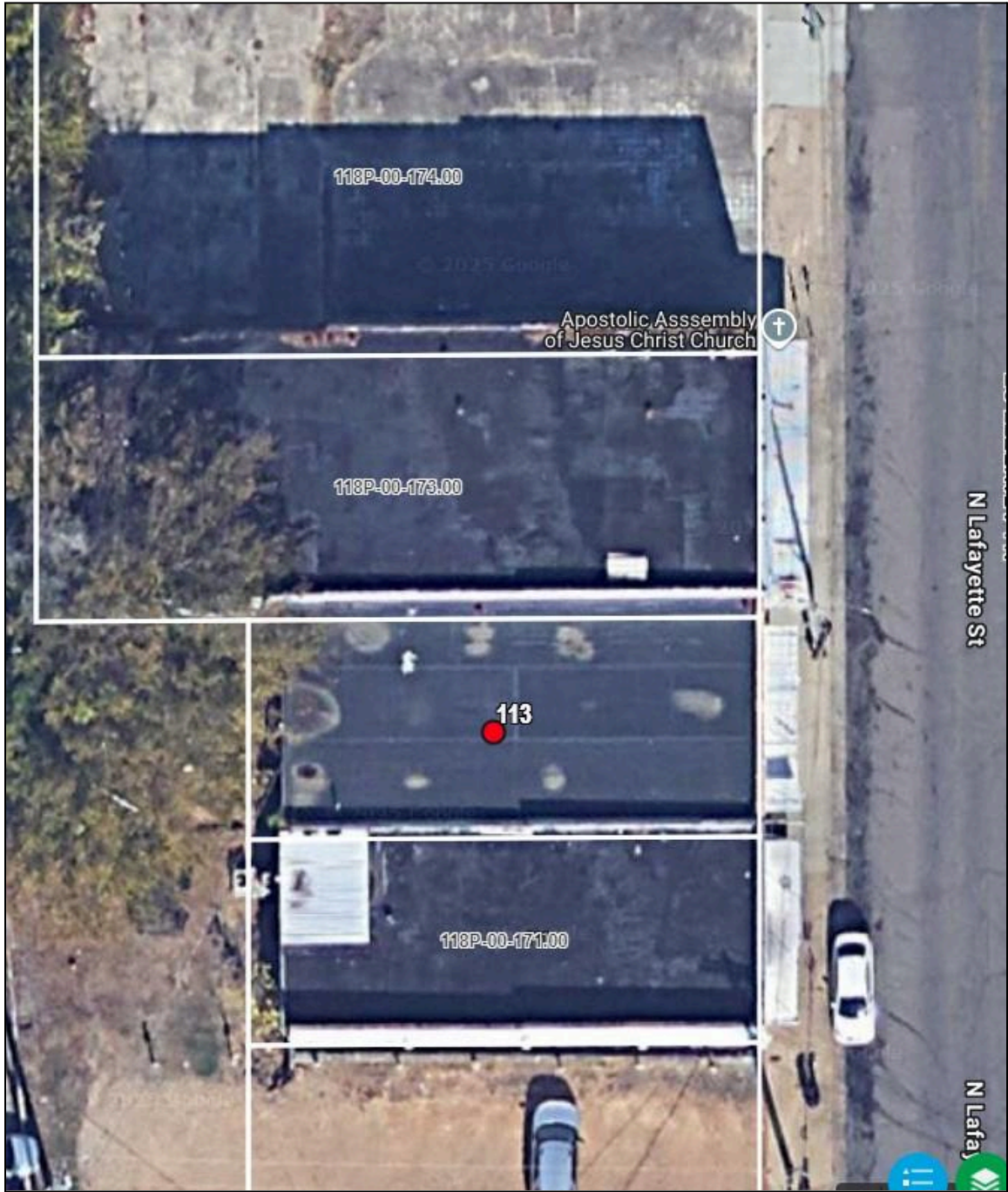
(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt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

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

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

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

113 N LAFAYETTE ST, STARKVILLE, MS 39759, with parcel numbers, 118P-00-171.00, 118P-00-172.00, and 118P-00-173.00 (Parcel Map)



The following are Warranty Deeds showing the property was granted to The Apostolic Assembly of Jesus Christ:

118P-00-171.00:

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

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WARRANTY DEED

In consideration of \$10.00 and other valuable consideration, the receipt of all of which is hereby acknowledged, I, WILLIAM GRAHAM WELLS, Starkville, Mississippi, GRANTOR, do hereby convey and warrant unto JERRY EDMONDS and MILTON WOODS, TRUSTEES FOR THE APOSTOLIC ASSEMBLY OF JESUS CHRIST, Starkville, Mississippi, and their successors in office, GRANTEES, that certain tract of land situated in the County of Oktibbeha, State of Mississippi, described as follows:

Lot 19, and Lot 2-B of Block 6, 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, Mississippi, in a book entitled "Official Map, City of Starkville, Miss.", reference to which for further description is here made.

The above described property is conveyed subject to existing easements for public utilities, whether of record or not, as reflected by the Public Land Records of Oktibbeha County, Mississippi, and as may be disclosed by an examination of the premises, and subject to prior reservations or conveyances of minerals, if any.

The above described property is conveyed subject to rights-of-way of public streets.

The above described property constitutes no part of the homestead of Grantor.

Grantor do not warrant against ad valorem taxes for that proportionate part of the year 1986 after the date of this deed, it being the intention of Grantor and Grantees to pro-rate such taxes as of this date.

For the same consideration as set forth herein, Grantor also conveys and quit claims to Grantees the easement to the use of

WARRANTY DEED

571

STATE OF MISSISSIPPI:

COUNTY OF OKTIBBEHA:


In consideration of Ten Dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, RICKEY BREWER and wife, JUDY BREWER,, GRANTORS, do hereby convey and warrant unto WILLIE CHILDS and W. T. JONES, Trustees for the Apostolic Assembly of Jesus Christ, Starkville, Mississippi and their successors in office, GRANTEE, the following described tract or parcel of land situated in Oktibbeha County, Mississippi, to-wit:

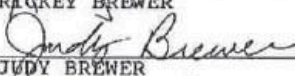
Lots 1-A, 2-A and 3-A and 3-B of Block 6, City of Starkville, Mississippi according to the 1951 Edition of the A. L. Goodman Official Map of the City of Starkville, Mississippi on file in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

This conveyance is made subject to easements for utilities, drainage, road rights-of-way, oil, gas and mineral leases and reservations, if any, including City of Starkville, Mississippi zoning ordinances.

Grantors warrant no payment of the 1995 ad valorem taxes beyond the date of this conveyance.

Executed this the 23rd day of June, 1995.



RICKEY BREWER


JUDY BREWER

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

241

ASSUMPTION WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10), cash in hand paid us and other good and valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, and the further consideration of the assumption and agreement by the Grantees herein to pay the unpaid balance of the original principal indebtedness, secured by a deed of trust executed by Lenard C. Clark and wife, June Clark to Charles T. Yoste, trustee, for the use and benefit of Frank D. Newsom, dated January 12, 1988, of record in Trust Deed Book 703, pages 672-675, inclusive, in the office of the Chancery Clerk of Lowndes County, Mississippi, we, LENARD C. CLARK and wife, JUNE CLARK, 114 - 5th Street North, Columbus, MS 39701, 328-0699, as GRANTORS, do hereby CONVEY and WARRANT unto THE APOSTOLIC ASSEMBLY OF JESUS CHRIST, 113 North Lafayette Street, Starkville, MS 39759, as GRANTEES, the following described property lying, being and situated in the County of Oktibbeha and State of Mississippi, to wit:

Lot 18 and Lot 2-C of Block 6 according to the A. L. Goodman Official Map of the City of Starkville, Mississippi, 1951 Edition. Being the South Half (S $\frac{1}{2}$) of that property acquired from L. L. Mullins, Sr., by deed recorded in Book 477, at Page 82 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi, reference to which is hereby made for further description.

This conveyance is made subject to and there is excepted from the Warranty hereof the following:

- (1) All taxes becoming a lien on and after January 1, 1989.
- (2) The above described first deed of trust.

WITNESS the signatures of the Grantors herein on this the

The photographs below were taken from the public view at the city road by Sergeant Gillen at the first inspection on September 23, 2025



(Call Card)

STARKVILLE POLICE DEPT		from N/A	
Calls For Service		thru 09/23/2025 12:53	
Call #	25-031644	Dispatcher	GILLEN, S
Date/Time	09/23/2025 09:35:57	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
113 N LAFEYETTE			
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
GILLEN, S	09:35:57	09:35:57	09:36:14
De-Assign	Case Number		
Notes			
9/23/2025 9:36:04 AM	GILLEN, S	PHOTOS TAKEN	

The photographs below were taken from the public view at the city road by Sgt. Gillen at the second inspection on January 22, 2026. No change to property.



Violation Notice issued



NOTICE OF VIOLATION

Violation Address:
113 N LAFAYETTE ST ,
STARKVILLE, MISSISSIPPI, 39759

Date: January 22, 2026
Case Number: CE-26-11

Parcel Number: 118P-00-171.00, 118P-00-172.00, 118P-00-173.00

Name: APOSTOLIC ASSEMBLY OF JESUS CHRIST TRUST
Owner Address: 113 N LAFAYETTE ST STARKVILLE MISSISSIPPI, 39759

Dear Property Owner or Tenant,

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

This letter is an official written notice that you have until **February 9, 2026** to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

- | | | |
|----------|---|---|
| 3.19.5.F | UDC 3.19.5.F Property or Parcel is a Menace to the Public Health Safety and Welfare | 1. Upon verification of the alleged violation by the Building Official, the Code Enforcement Officer shall provide a notice to the property owner of a public hearing with the Board of Aldermen in compliance Miss. Code Ann. § 21-19- 11. 2. If the subject property or parcel of land is found by the Board of Aldermen to be in such condition as to be a menace to the public health, safety, and welfare of the community, the Board of Aldermen may issue a judgment against the responsible persons or parties, which may result in but is not limited to Remedies and Penalties found in section 3.19.6. |
| 304.1.1 | IPMC 304.1.1 Unsafe conditions | The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1.The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength. 2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects. 3.Structures or components thereof that have reached their limit state. 4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight. 5.Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects. 6.Foundation systems that are not firmly supported by footings, are not plumb and free from open |

cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects. 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects. 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

By the following date said violation is to be corrected:
February 9, 2026



Samantha Gillen
Sergeant
Code Enforcement

The Unified Development Code and Municipal Code of Ordinances can be found at <https://starkville.municipalcodeonline.com/>
For more information regarding remedies and penalties please see
Section 3.19.6 of the Unified Development Code.

This Administrative Inspection Warrant was executed by Officers Cundy, Officer Harvey, and Building Official Stein McMullen on Monday March 2, 2026 at approximately 1335 hrs. Photographs were taken of the property and structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Ofc. Michael Harvey, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

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

The entire property and building, including any locked or secured rooms or compartments at 113 N Lafayette St, Starkville, Oktibbeha County, Mississippi, with the three connected Parcels: #118P-00-171.00, #118P-00-172.00 and #118P-00-173.00, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:
Apostolic Assembly Church, Michael and Michelle Martin, and unknown persons

3. That said things particularly described as follows:
Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:
IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11 (HEALTH, SAFETY, AND WELFARE).

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. **THEREFORE**, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

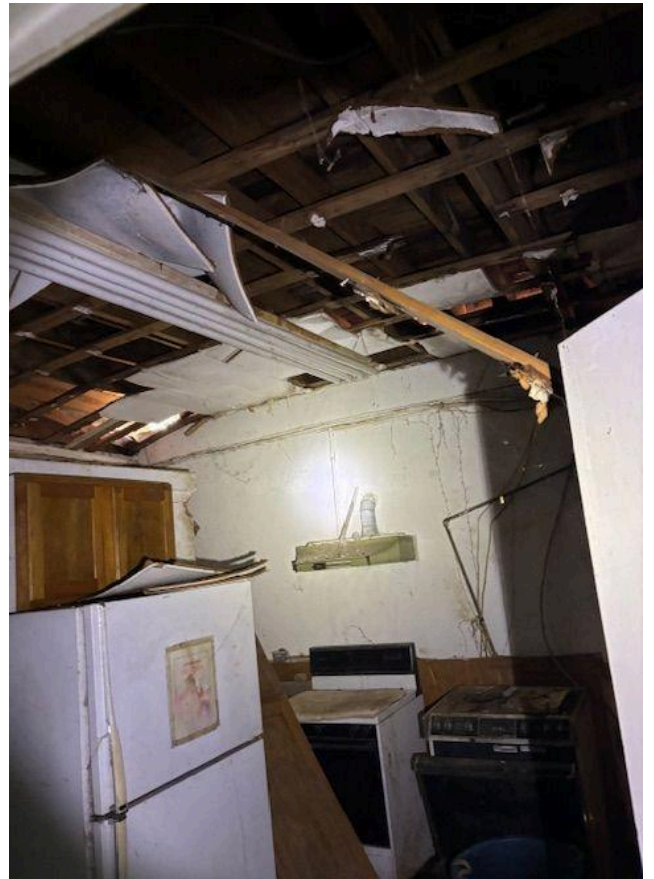
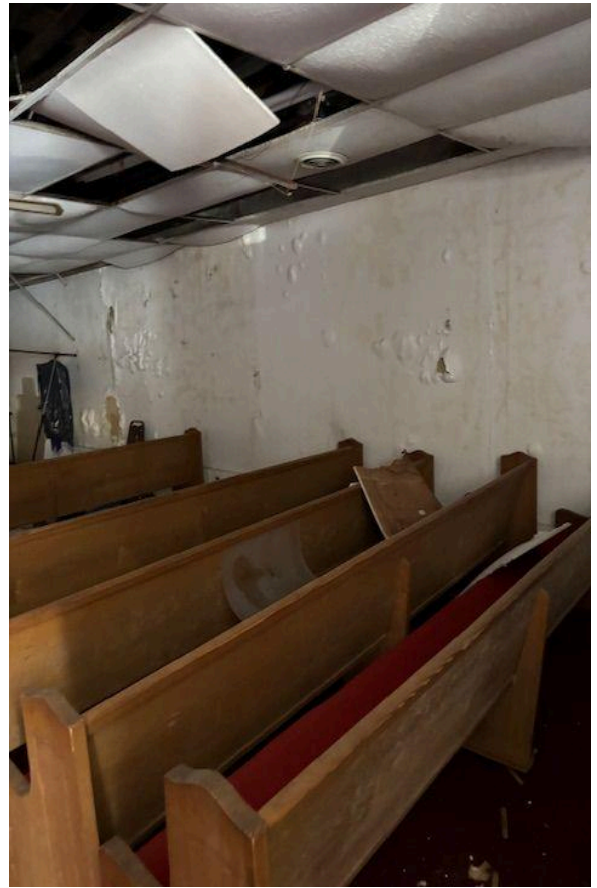
This warrant shall be executed within 10 days of the date of issuance.

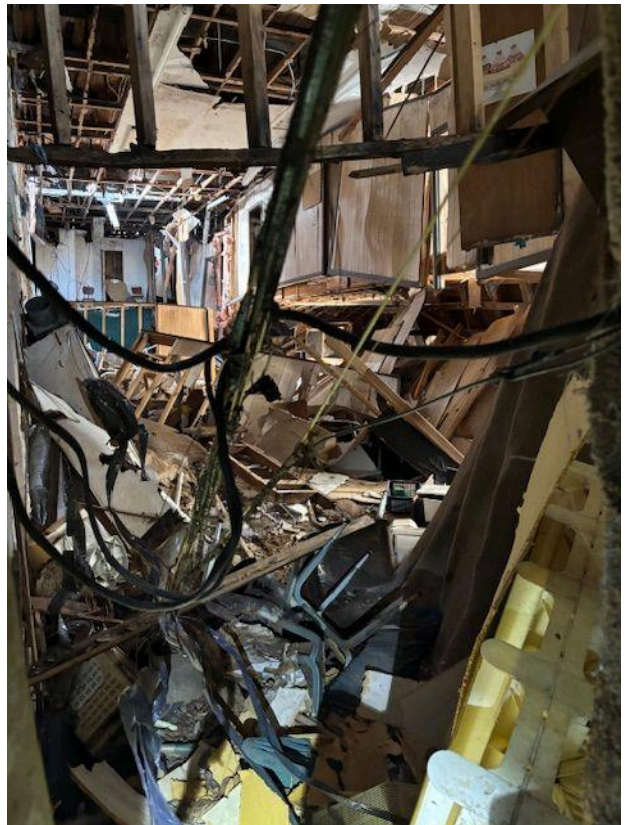
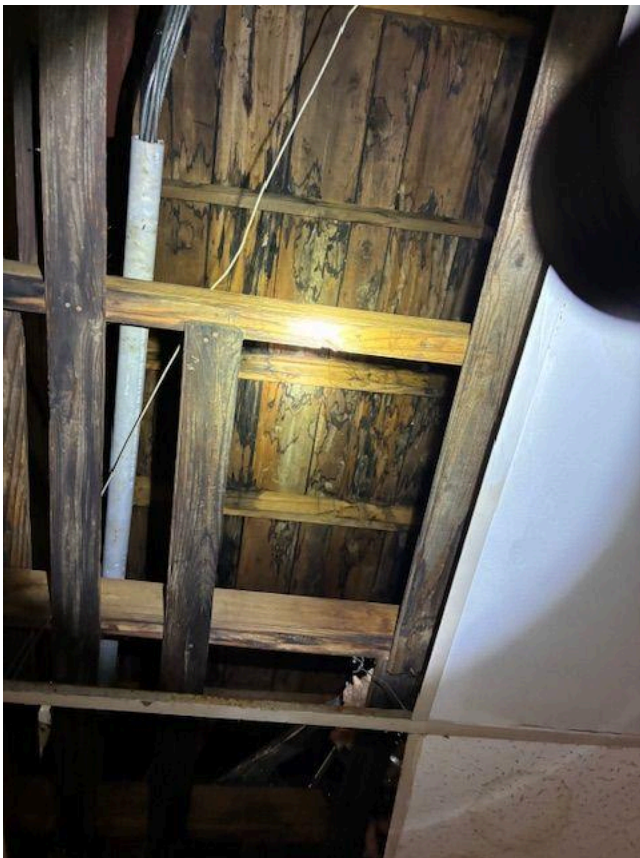
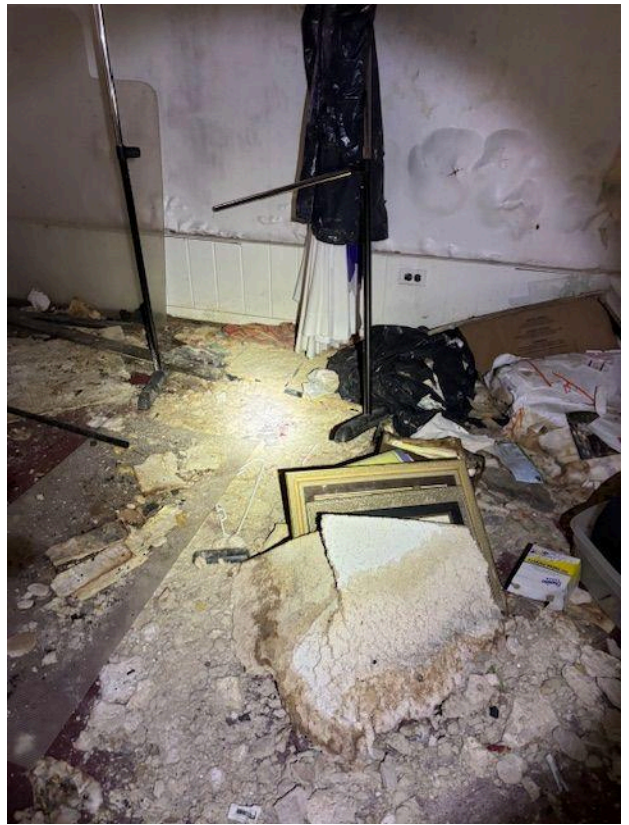
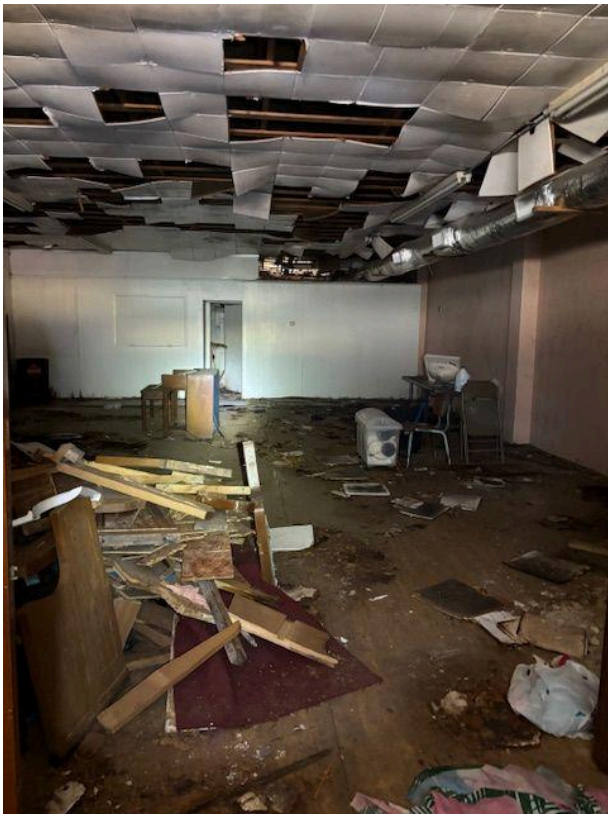


2026 Mar 2 10:45:33 CST

Judge







Public Hearing Notice for 113 N LAFAYETTE ST, STARKVILLE, MS 39759, with parcel numbers, 118P-00-171.00, 118P-00-172.00, and 118P-00-173.00

Apostolic Assembly of Jesus Christ Trust
113 N. Lafayette St
Starkville, MS 39759

March 02, 2026

NOTICE

PARCEL NUMBERS: 118P-00-171.00, 118P-00-172.00, 118P-00-173.00

113 N LAFAYETTE ST, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **MARCH 17, 2026**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main St for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

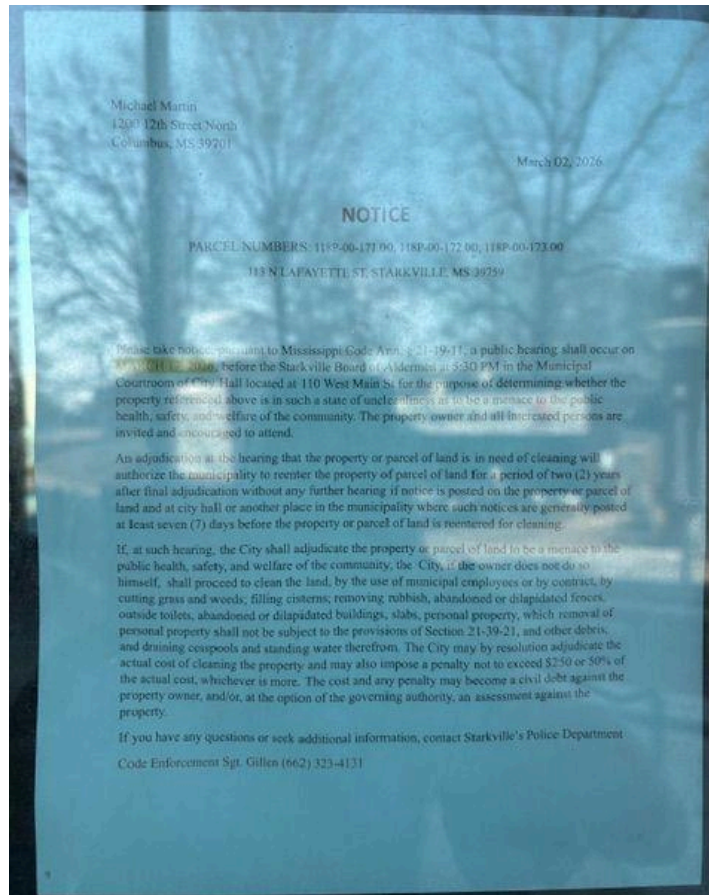
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

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

Code Enforcement Sgt. Gillen (662) 323-4131

The photograph below was taken by Officer Cundy on March 2, 2026, of the Public Hearing Notice posted on the front window at City Hall.

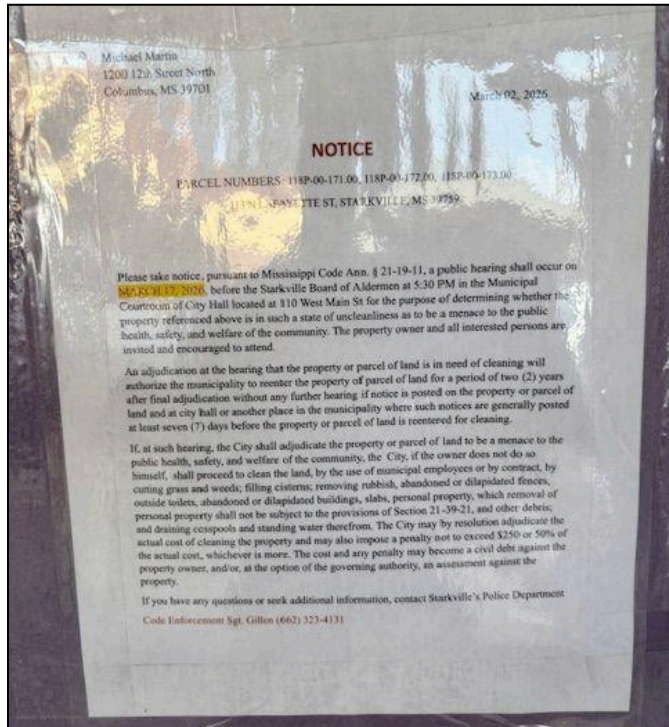
(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



(CALLCARD)

STARKVILLE POLICE DEPT		from N/A	
Calls For Service		thru 03/09/2026 17:18	
Call #	26-006101	Dispatcher	STREEVAL,
Date/Time	03/02/2026 16:09:54	Disposition	NO ACTION
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
CITY HALL			
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
HARVEY, M	16:09:54	16:09:54	16:11:44
ENGLISH, C	16:10:07		16:10:09
			16:10:09
Notes			
3/2/2026 4:10:55 PM	HARVEY, M	POSTED AND STAMPED THE PH NOTICES ON 133 LAFAYETTE ST	

Public Hearing notice was posted on the property by Officer Cundyn on March 2, 2026.

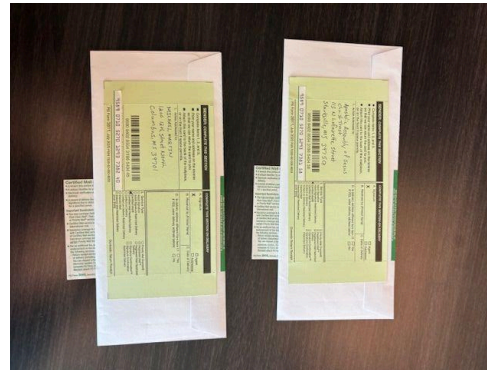


(CALLCARD)

STARKVILLE POLICE DEPT		from N/A	
Calls For Service		thru 03/09/2026 17:21	
Call #	26-006087	Dispatcher	HARVEY, M
Date/Time	03/02/2026 13:35:41	Disposition	NO ACTION
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address	113 LAFAYETTE ST		
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared De-Assign Case Number
HARVEY, M	13:35:41	13:35:41	14:35:54
Notes			

Public Hearing notice mailed to the property owner via US mail on March 2, 2026.

(PHOTOS OF MAIL SENT)



(CALLCARD)

STARKVILLE POLICE DEPT						from N/A
Calls For Service						thru 03/09/2026 17:24
Call #	26-006104	Dispatcher	HARVEY, M			
Date/Time	03/02/2026 16:15:20	Disposition	NO ACTION			
Type	CODE ENFORCEMENT	Zone				
How Rcvd	OFFICER INITIATED					
Sent To Dispatch						
Location Address	POST OFFICE					
Officer Information						
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number	
HARVEY, M	16:15:20	16:15:20	16:31:07			
Notes						
3/2/2026 4:30:56 PM	HARVEY, M	MAILED PH NOTICE				

PUBLIC HEARING AND CONSIDERATION OF SE 26-04 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 24 LINDBERGH BLVD WITHIN A TN-E ZONING DISTRICT.

Community Planner Daniel Havelin presented SE 26-04 a request for Special Exception to allow for an Accessory Dwelling Unit at 24 Lindbergh Blvd within a TN-E zoning district.

This is a Special Exception request by Fred Young Jr. to allow for the expansion of an existing building located in the rear of the property and to continue to use as an Accessory Dwelling Unit at 24 Lindbergh Blvd within a TN-E zoning district with the property number 102B-00-131.00. Because the structure existed prior to adoption of the UDC, the ADU is considered a legal nonconforming use. Therefore, expansion requires Special Exception approval.

The purpose of this request is not to establish a new residential use, but rather to formally recognize and regulate an existing legal nonconforming ADU and to allow for it to be expanded. The existing ADU is approximately 720 square feet. The principal residence on the property is approximately 1,526 square feet. The proposed addition is 336 square feet, bringing the total ADU size to 1,056 square feet.

Section 13.5.2 establishes additional standards for Accessory Dwelling Units, including a maximum footprint of fifty percent (50%) of the principal dwelling or six hundred (600) square feet, whichever is less, and a maximum of two (2) bedrooms. However, with the proposed addition, the structure will exceed the maximum size of 50% or less of the principal structure. Section 3.4.1 states that Special Exceptions shall follow additional standards unless specifically removed as part of approval.

Based on the analysis of the criteria contained in Section 3.4.1 and the standards in Section 13.5.2 of the Unified Development Code, staff recommends approval with one condition addressing the size of the unit.

The request was noticed in accordance with Section 3.4.3.E 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 February 22, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received one email requesting information about the request.

At the March 10, 2026, Planning and Zoning Commission Meeting, the Commission voted unanimously to recommend approval of the request with the following condition of approval:

1. The maximum square footage for the ADU footprint cannot exceed 70% of the principal structure or 1,068 square feet.

Alderman Sistrunk asked if it met the set back requirements. Mr. Havlin confirmed it did.

Fred Young noted this was a gameday house and they just needed more space for family.

Mayor Spruill opened the Public Hearing to the public.

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

34. CONSIDERATION OF SE 26-04 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 24 LINDBERGH BLVD WITHIN A TN-E ZONING DISTRICT

Upon the motion of Alderman Vaughn, duly seconded by Alderman Pochop, and adopted by the Board to approve SE 26-04 a request for special exception to allow for an accessory dwelling unit at 24 Lindbergh Blvd. within a TN-e zoning district. 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.



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 26-04 a request for Special Exception to allow for an Accessory Dwelling Unit at 24 Lindbergh Blvd within a TN-E zoning district.
Date: March 10, 2026

The purpose of this report is to provide information regarding a Special Exception request by Fred Young Jr. to allow for the expansion of an existing building located in the rear of the property and to continue to use as an Accessory Dwelling Unit at 24 Lindbergh Blvd within a TN-E zoning district with the property number 102B-00-131.00. Please see attachments 1- 3.

BACKGROUND INFORMATION

The applicant is requesting a Special Exception to allow for the expansion of an existing accessory structure located at the rear of the property that functions as an Accessory Dwelling Unit (ADU). Based on review of tax records, historical aerial imagery, and prior zoning regulations, the detached structure has functioned as a separate residential unit prior to adoption of the Unified Development Code (UDC) on December 17, 2019. Because the structure existed prior to adoption of the UDC, the ADU is considered a legal nonconforming use. Therefore, expansion requires Special Exception approval.

The existing ADU is approximately 720 square feet. The principal residence on the property is approximately 1,526 square feet. The proposed addition is 336 square feet, bringing the total ADU size to 1,056 square feet.

The property is located in the TN-E zoning district. The Use Chart in Section 13.3 of the Unified Development Code identifies "Dwelling, Accessory Unit" as a use that requires a Special Exception. While the Unified Development Code allows ADUs subject to approval, the purpose of this request is not to establish a new residential use, but rather to formally recognize and regulate an existing legal nonconforming ADU and to allow for it to be expanded.

Section 13.5.2 establishes additional standards for Accessory Dwelling Units, including a maximum footprint of fifty percent (50%) of the principal dwelling or six hundred (600) square feet, whichever is less, and a maximum of two (2) bedrooms. However, with the proposed addition, the structure will exceed the maximum size of 50% or less of the principal structure. Section 3.4.1 states that Special Exceptions shall follow additional standards unless specifically removed as part of approval.

Approval of this request would formally recognize an existing ADU and provide a clear regulatory framework for its continued use. If the additional standards for the use are modified as part of this request, the proposed addition would be allowed. This action would

reduce ambiguity regarding the status of the structure and ensure that future property owners are subject to the same conditions and limitations.

Based on the analysis of the criteria contained in Section 3.4.1 and the standards in Section 13.5.2 of the Unified Development Code, staff recommends approval with conditions of Special Exception SE 26-04 to allow an ADU at 24 Lindbergh Blvd within a TN-E zoning district, subject to compliance with all applicable provisions of the Unified Development Code. Staff recommends the following condition:

1. The maximum square footage for the ADU footprint cannot exceed 70% of the principal structure or 1,068 square feet.

Section 13.5.2 Dwelling, Accessory Unit

A. Definition: A residential structure containing one (1) dwelling unit that is auxiliary to the principal dwelling unit(s) on the same lot and that have an independent means of entry into the dwelling unit. This includes, but is not limited to dwelling units in guest houses, pool houses, carriage houses, and garage apartments above or beside a garage. An accessory structure shall be considered an accessory dwelling if it includes all of the following: kitchen area, full bathroom, electricity, and is heated or cooled.

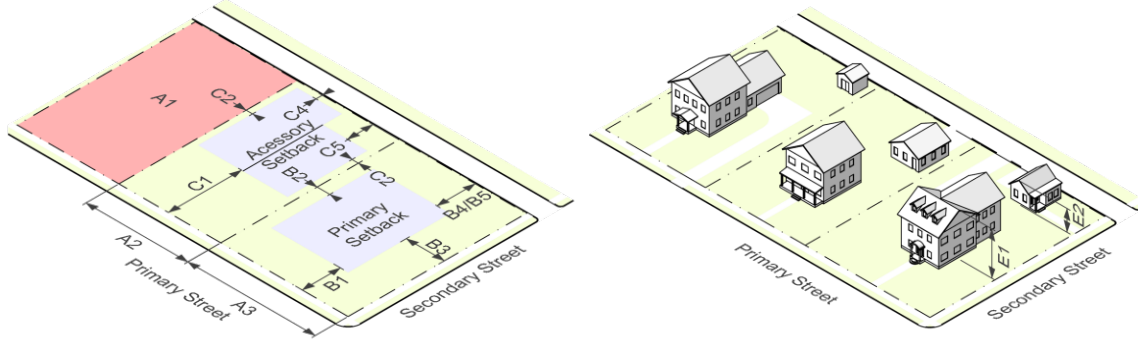
B. Parking: One (1) parking space per bedroom for all new construction.

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

D. Additional Standards:

1. An accessory dwelling unit footprint cannot exceed fifty percent (50%) of the footprint of the principal dwelling or six hundred (600) square feet, whichever is less.
2. There can be no more than two (2) bedrooms per accessory dwelling unit and only one (1) accessory dwelling unit per lot.
3. An accessory dwelling unit must be a complete living space with both kitchen and bathroom facilities.
4. No more than two adults may reside in an accessory dwelling unit.
5. The design of the accessory dwelling unit shall be in harmony with the principal dwelling in regards to massing, materials, and location.
6. A home occupation is allowed within an accessory dwelling with proper approvals.
7. See zoning district general provisions for density requirements and other standards.
8. See zoning district base dimensional standards for location, setbacks, and height requirements.

Section 6.3.4. Base Dimensional Standards



Detached and Attached Duplex Dwelling	
A. Lot Dimensions	TN-E
A1 Lot size per unit in sq. ft (min.)	5500
A2 Lot width (min.)	45'
A3 Lot width at corner (min.)	55'
B. Principal Building Setbacks	TN-E
B1 Front setback	15' or see infill standards
B. Principal Building Setbacks (cont.)	TN-E
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	15' or see infill
B4 Rear setback (min.)	15'
B5 Rear setback adjacent to street or alley (min.)	15'
C. Accessory Dwelling Unit/Structure Setbacks	TN-E
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min existing structure is +/-20'
C3 Side setback corner lot (min.)	10'
C4 Rear setback	5', minimum of 10' from any structure existing structure is +/-39'
C5 Rear setback adjacent to alley for garages (min.)	15'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-E
D1 From primary street	See infill standards
E. Height	TN-E
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	TN-E
F1 Street-facing primary entrance along street	yes

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.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

1. **Site Suitability:** The proposed expansion remains subordinate in scale to the principal dwelling and meets required TN-E setbacks. The lot provides adequate area for the addition.
2. **Traffic:** The addition represents a modest increase in residential intensity. Required off-street parking can be accommodated on site.
3. **Immediate Neighborhood Impact:** The ADU is located behind the principal structure and does not alter the streetscape or introduce incompatible uses.
4. **Availability of Public Services:** The property is served by municipal water, sewer, electricity, police, and fire protection.
5. **Site Plan:** Not Required
6. **Impact on Property Values:** Compatible accessory units support housing flexibility and neighborhood stability.
7. **Consistency with Comprehensive Plan:** The Comprehensive Plan supports context-sensitive infill and housing diversity within established neighborhoods.
8. **Additional Standards:** Two of the additional standards will need to be modified as part of the approval.

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. 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 February 22, 2026.
3. A sign was posted on the property in a conspicuous location.

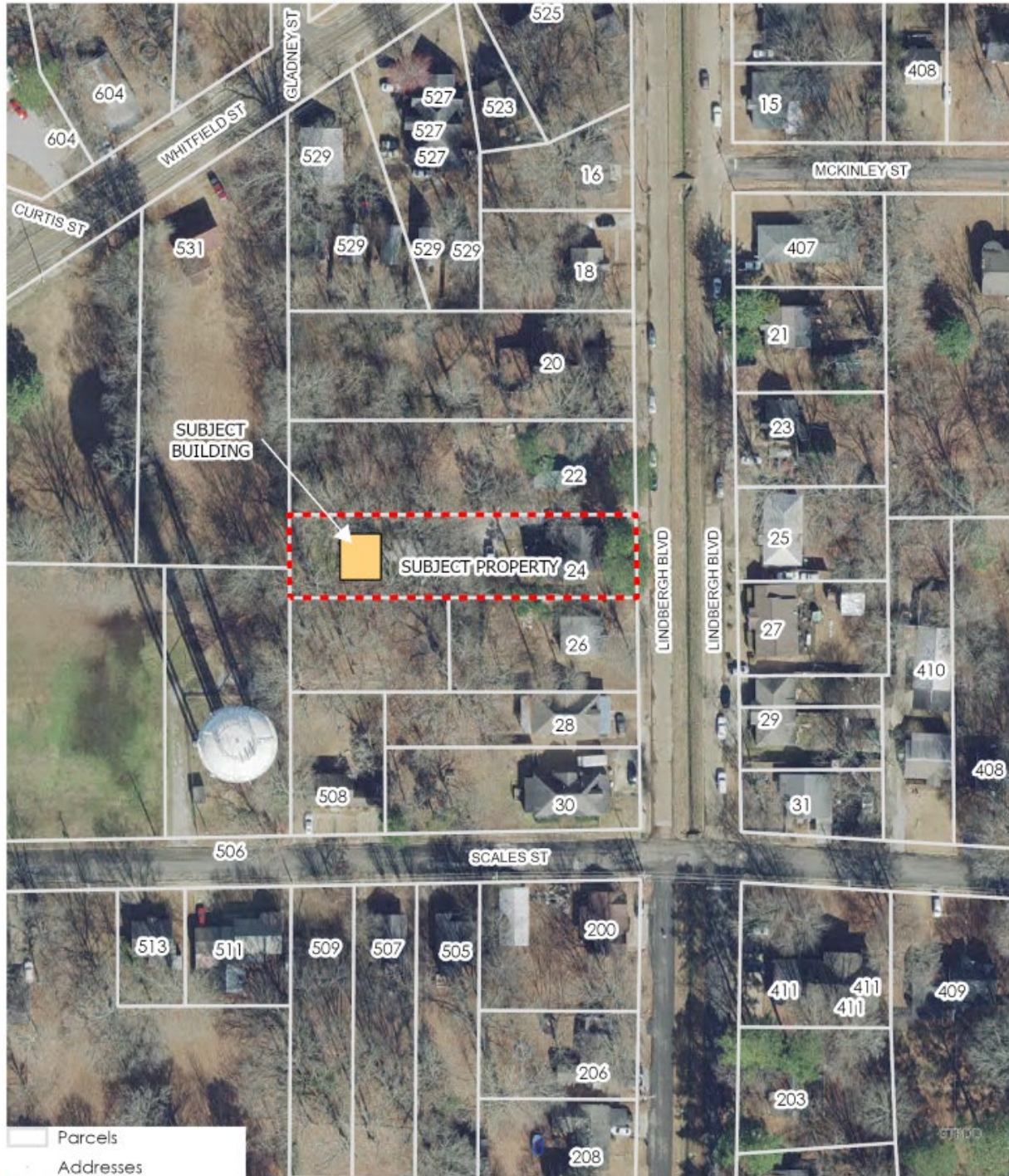
As of this date, the Planning Office has received one email requesting information about the request.

CONDITIONS OF APPROVAL

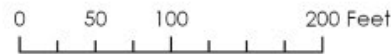
Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J). Staff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

1. The maximum square footage for the ADU footprint cannot exceed 70% of the principal structure or 1,068 square feet.

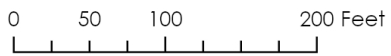
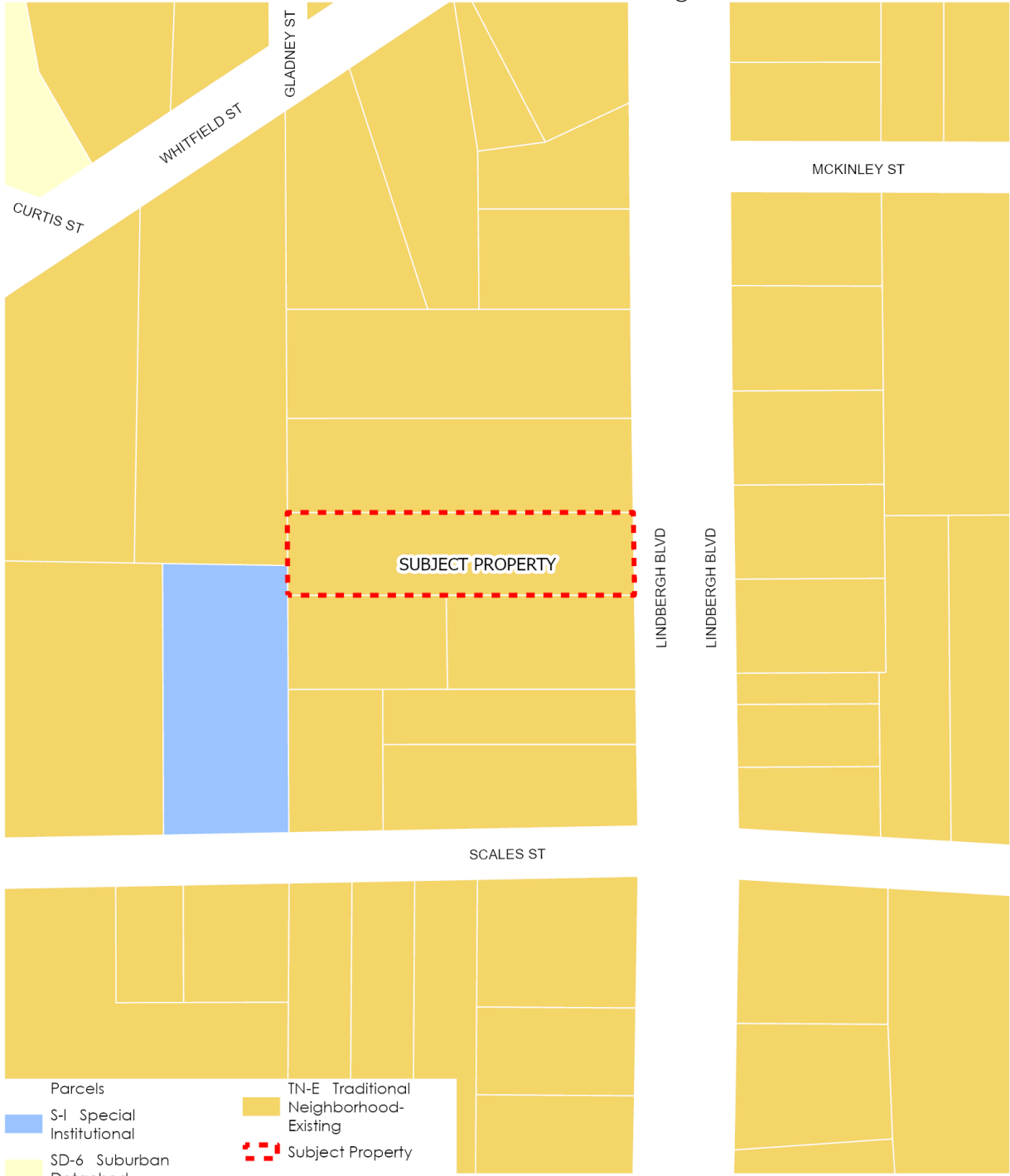
Attachment 1 - SE 26-04 Aerial



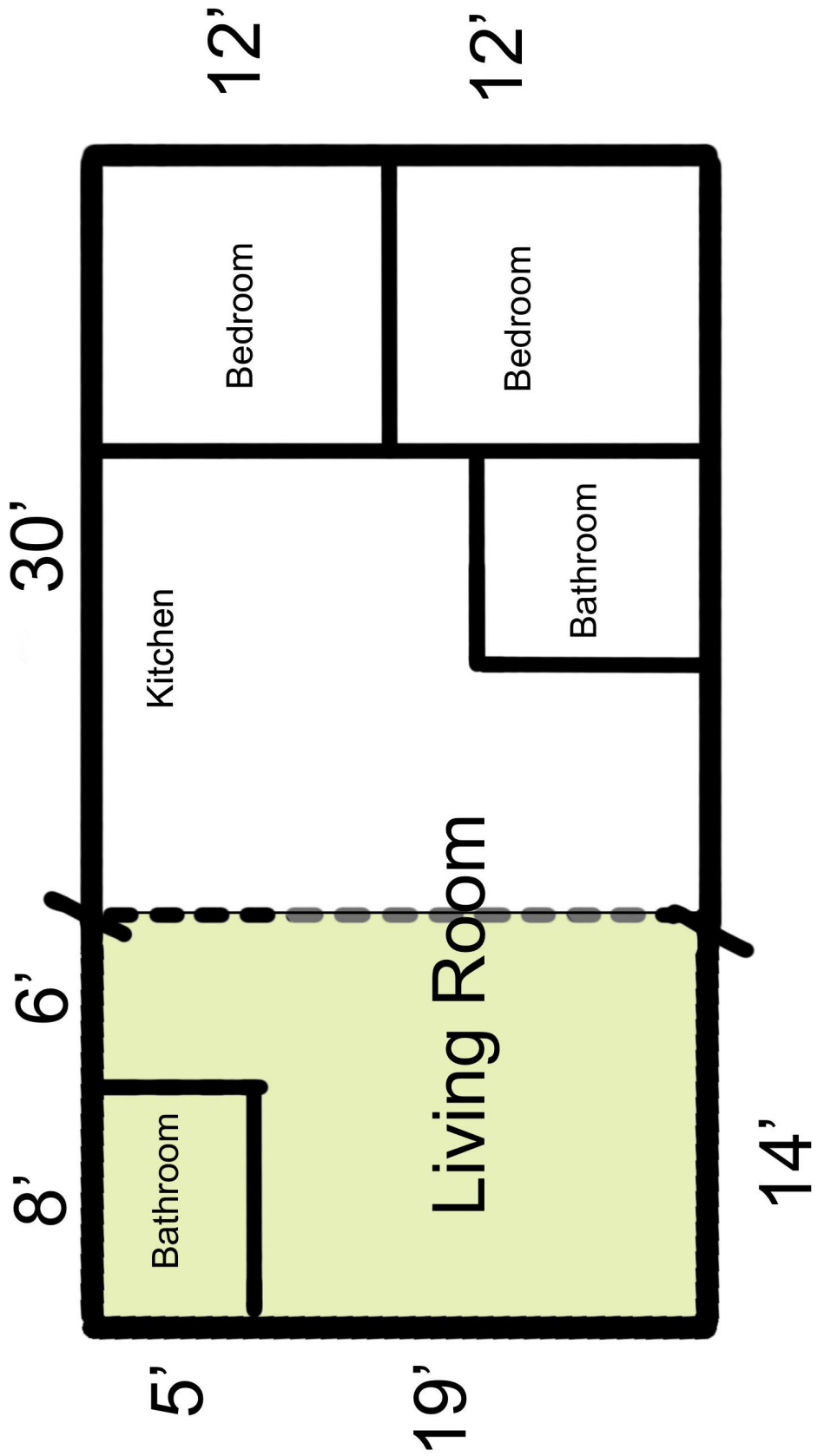
- Parcels
- Addresses
- Subject Property



Attachment 2 - SE 26-04 Zoning



Attachment 3 – Floor Plan



PUBLIC HEARING AND CONSIDERATION OF SE 26-05 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 760 EAST LEE BOULEVARD WITHIN A SD-2 ZONING DISTRICT.

Community Planner Daniel Havelin presented SE 26-05 a request for Special Exception to allow for an Accessory Dwelling Unit at 760 East Lee Boulevard within a SD-2 zoning district.

This is a Special Exception request by Trace Kinard on behalf of Harold McGarrh for a special exception to allow an accessory dwelling unit (ADU) at 760 East Lee Boulevard within a SD-2 zoning district with the property 117P-36-035.00.

The applicant is requesting a Special Exception to allow for the basement of an addition to be used as an Accessory Dwelling Unit (ADU). The applicant proposes utilizing the basement level of a rear addition, currently under construction, as an internal ADU. The proposed ADU will be approximately 830 square feet in size and will be fully contained within the footprint of the principal dwelling. The unit will have a separate exterior entrance located at the rear of the structure and will not have an internal connection to the primary dwelling unit. The configuration is studio-style space with one large room that serves as a bedroom and living area with a full bath.

Section 13.5.2 also establishes that an ADU footprint cannot exceed fifty percent (50%) of the footprint of the principal dwelling or six hundred (600) square feet, whichever is less. The proposed ADU is approximately 830 square feet and therefore exceeds 600 square feet. However, the ADU is entirely internal to the principal structure and does not increase building footprint, lot coverage, or building mass on the site.

Based on the analysis of the criteria contained in Section 3.4.1 and the standards in Section 13.5.2 of the Unified Development Code, staff recommends approval.

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

1. 11 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 February 22, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received one email requesting information about the request.

At the March 10, 2026, Planning and Zoning Commission Meeting, the Commission voted unanimously to recommend approval of the request.

Alderman Brooks asked was this special exception needed because of the request of 830 sq. ft versus 600 sq ft. Mr. Havelin explained it was a complete separate unit, and it makes it unique because it is inside the footprint of the building.

Harold Montgomery noted this is their secondary home and likely in the future it will become their primary residence and they were trying to get the house how they want it before the transition.

Mayor Spruill opened the Public Hearing to the public.

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

35. CONSIDERATION OF SE 26-05 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 760 EAST LEE BOULEVARD WITHIN A SD-2 ZONING DISTRICT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve SE 26-05 a request for special exception to allow for an accessory dwelling unit at 760 East Lee Boulevard within a sd-2 zoning district. 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.



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 26-05 a request for Special Exception to allow for an Accessory Dwelling Unit at 760 East Lee Boulevard within a SD-2 zoning district.
Date: March 10, 2026

The purpose of this report is to provide information regarding a Special Exception request by Trace Kinard on behalf of Harold McGarrh for a special exception to allow an accessory dwelling unit (ADU) at 760 East Lee Boulevard within a SD-2 zoning district with the property 117P-36-035.00. Please see attachments 1- 6.

BACKGROUND INFORMATION

The applicant is requesting a Special Exception to allow for the basement of an addition to be used as an Accessory Dwelling Unit (ADU). The applicant proposes utilizing the basement level of a rear addition, currently under construction, as an internal ADU. The proposed ADU will be approximately 830 square feet in size and will be fully contained within the footprint of the principal dwelling. The unit will have a separate exterior entrance located at the rear of the structure and will not have an internal connection to the primary dwelling unit. The configuration is studio-style space with one large room that serves as a bedroom and living area with a full bath.

The property is in an SD-2 zoning district. The Use Chart in Section 13.3 of the Unified Development Code identifies "Dwelling, Accessory Unit" as a use that requires a Special Exception.

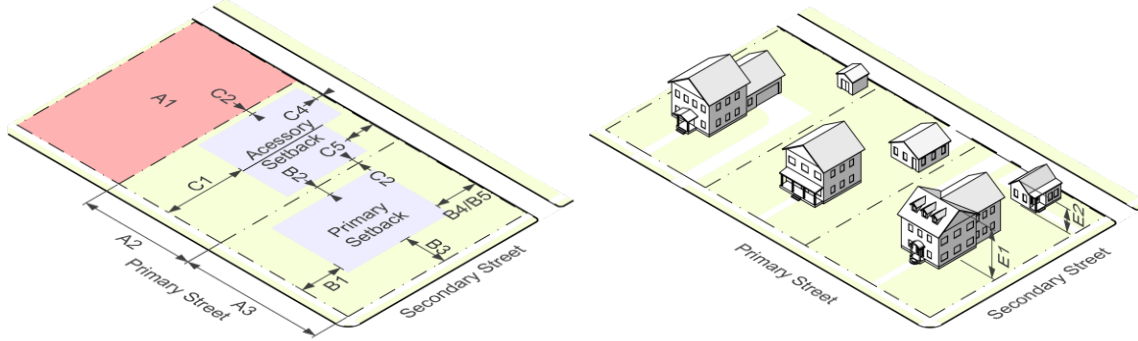
Section 13.5.2 also establishes that an ADU footprint cannot exceed fifty percent (50%) of the footprint of the principal dwelling or six hundred (600) square feet, whichever is less. The proposed ADU is approximately 830 square feet and therefore exceeds 600 square feet. However, the ADU is entirely internal to the principal structure and does not increase building footprint, lot coverage, or building mass on the site. The UDC does not explicitly distinguish between detached accessory dwelling units and internal accessory dwelling units. Because the footprint limitation references building footprint and is situated within accessory structure regulations, staff interprets the limitation as primarily regulating detached accessory structures that increase the physical footprint on a lot.

Based on the analysis of the criteria contained in Section 3.4.1 and the standards in Section 13.5.2 of the Unified Development Code, staff recommends approval of Special Exception SE 26-05 to allow an ADU at 760 East Lee Boulevard within a SD-2 zoning district, subject to compliance with all applicable provisions of the Unified Development Code.

Section 13.5.2 Dwelling, Accessory Unit

- A. Definition:** A residential structure containing one (1) dwelling unit that is auxiliary to the principal dwelling unit(s) on the same lot and that have an independent means of entry into the dwelling unit. This includes, but is not limited to dwelling units in guest houses, pool houses, carriage houses, and garage apartments above or beside a garage. An accessory structure shall be considered an accessory dwelling if it includes all of the following: kitchen area, full bathroom, electricity, and is heated or cooled.
- B. Parking:** One (1) parking space per bedroom for all new construction.
- C. Loading:** Loading/unloading areas accommodating delivery of materials to and from the premises are not permitted or required.
- D. Additional Standards:**
1. An accessory dwelling unit footprint cannot exceed fifty percent (50%) of the footprint of the principal dwelling or six hundred (600) square feet, whichever is less.
 2. There can be no more than two (2) bedrooms per accessory dwelling unit and only one (1) accessory dwelling unit per lot.
 3. An accessory dwelling unit must be a complete living space with both kitchen and bathroom facilities.
 4. No more than two adults may reside in an accessory dwelling unit.
 5. The design of the accessory dwelling unit shall be in harmony with the principal dwelling in regards to massing, materials, and location.
 6. A home occupation is allowed within an accessory dwelling with proper approvals.
 7. See zoning district general provisions for density requirements and other standards.
 8. See zoning district base dimensional standards for location, setbacks, and height requirements.

Section 6.3.4. Base Dimensional Standards



Detached and Attached Duplex Dwelling	
A. Lot Dimensions	TN-E
A1 Lot size per unit in sq. ft (min.)	5500
A2 Lot width (min.)	45'
A3 Lot width at corner (min.)	55'
B. Principal Building Setbacks	TN-E
B1 Front setback	15' or see infill standards
B. Principal Building Setbacks (cont.)	TN-E
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	15' or see infill
B4 Rear setback (min.)	15'
B5 Rear setback adjacent to street or alley (min.)	15'
C. Accessory Dwelling Unit/Structure Setbacks	TN-E
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min existing structure is +/-20'
C3 Side setback corner lot (min.)	10'
C4 Rear setback	5', minimum of 10' from any structure existing structure is +/-39'
C5 Rear setback adjacent to alley for garages (min.)	15'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-E
D1 From primary street	See infill standards
E. Height	TN-E
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	TN-E
F1 Street-facing primary entrance along street	yes

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.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

1. **Site Suitability:** The proposed expansion remains subordinate in scale to the principal dwelling and meets required SD-2 setbacks. The lot provides adequate area for the addition and the proposed use.
2. **Traffic:** The addition represents a modest increase in residential intensity. Required off-street parking can be accommodated on site.
3. **Immediate Neighborhood Impact:** The ADU is located behind the principal structure and does not alter the streetscape or introduce incompatible uses.
4. **Availability of Public Services:** The property is served by water, sewer, electricity, police, and fire protection.
5. **Site Plan:** Not Required
6. **Impact on Property Values:** Compatible accessory units support housing flexibility and neighborhood stability.
7. **Consistency with Comprehensive Plan:** The Comprehensive Plan supports context-sensitive infill and housing diversity within established neighborhoods.
8. **Additional Standards:** The request meets all applicable standards.

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.

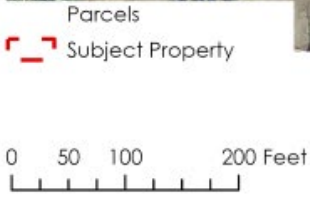
1. 11 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 22, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received one email requesting information about the request.

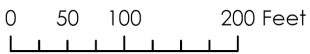
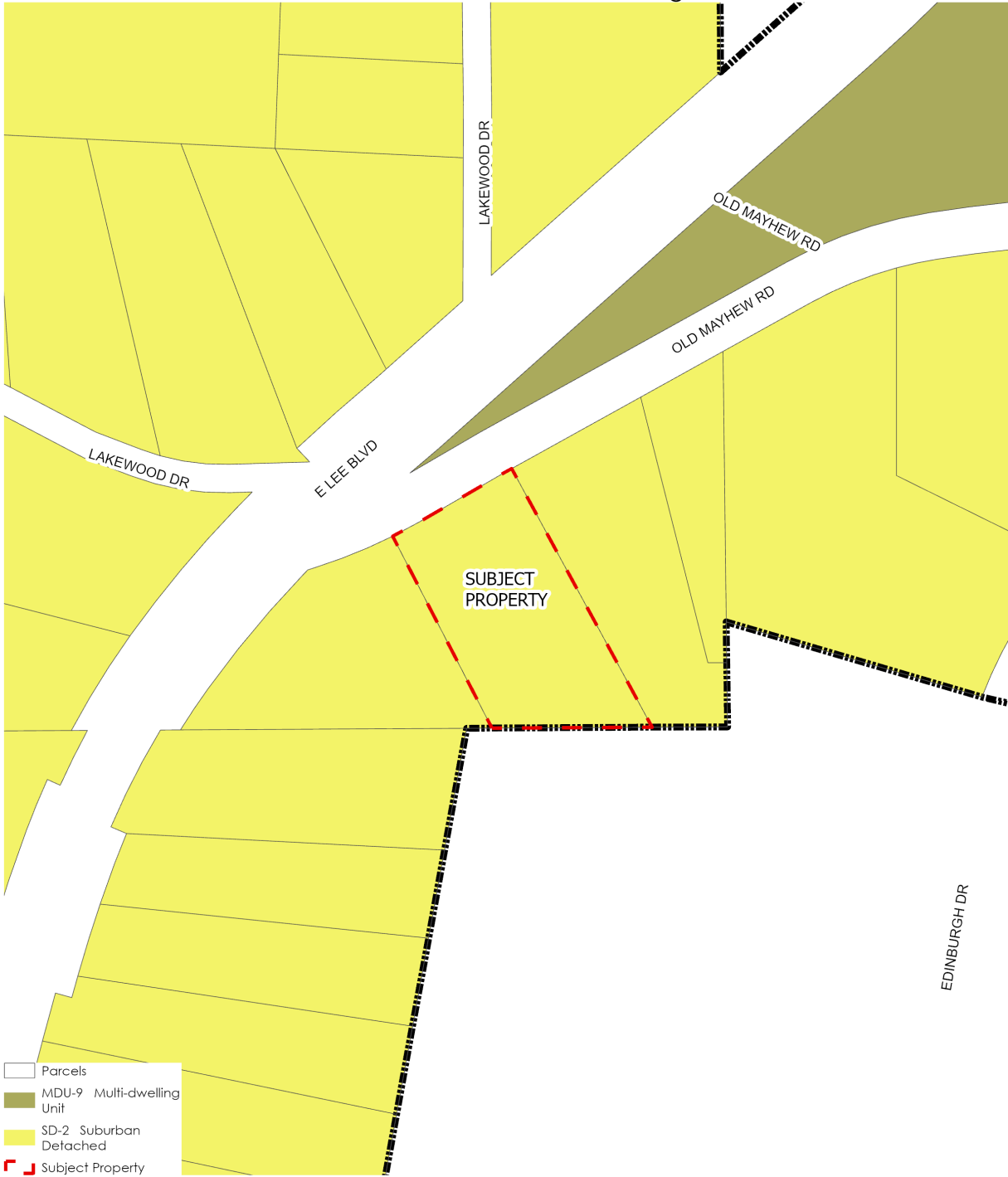
CONDITIONS OF APPROVAL

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). Staff recommends approval of the Special Exception.

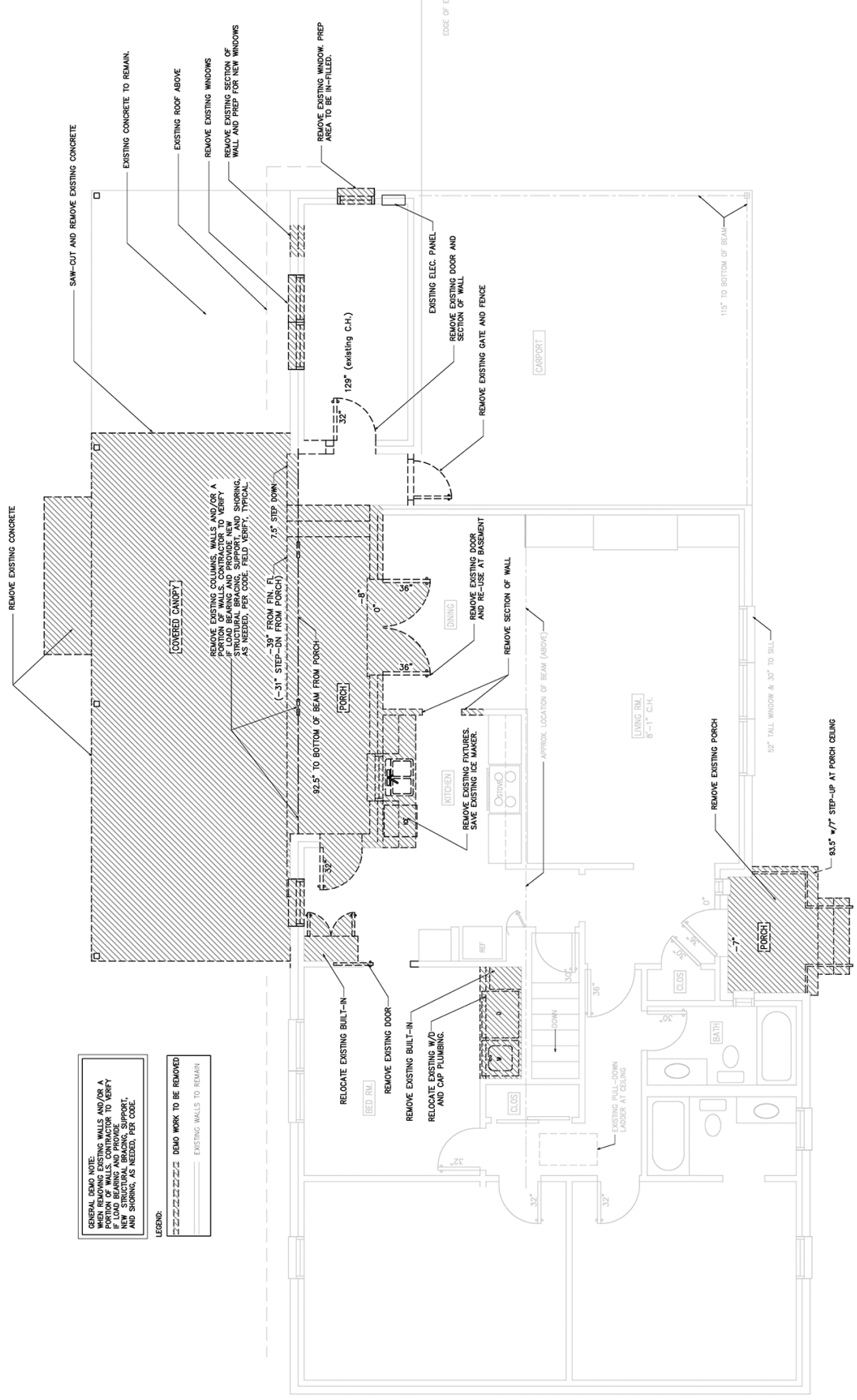
Attachment 1- SE 26-03 Aerial



Attachment 2 - SE 26-03 Zoning



Attachment 3- Existing Floor Plan

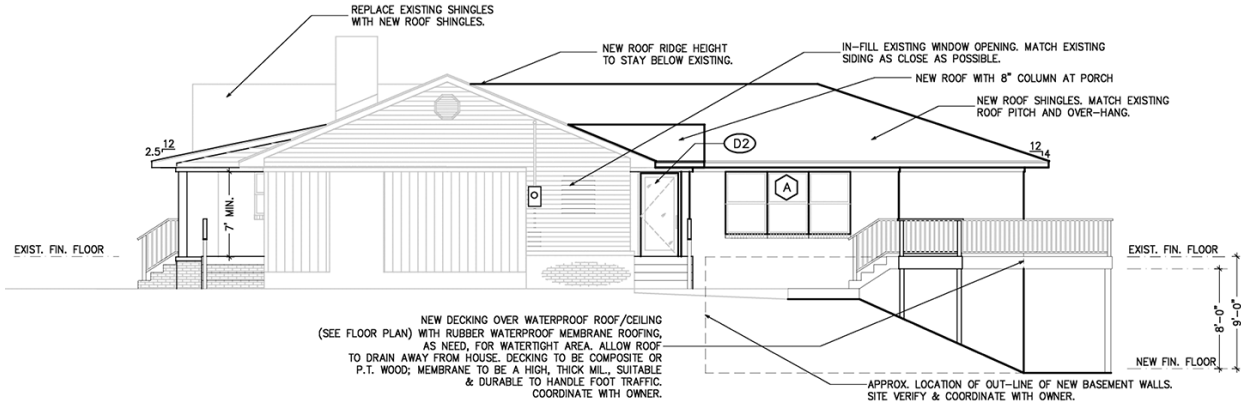


GENERAL DEMO NOTE:
 WHEN REMOVING EXISTING WALLS AND/OR A PORTION OF WALLS, CONTRACTOR TO VERIFY ALL UTILITIES ARE MAINTAINED OR NEW STRUCTURAL BRACING, SUPPORT, AND SHORING, AS NEEDED, PER CODE.

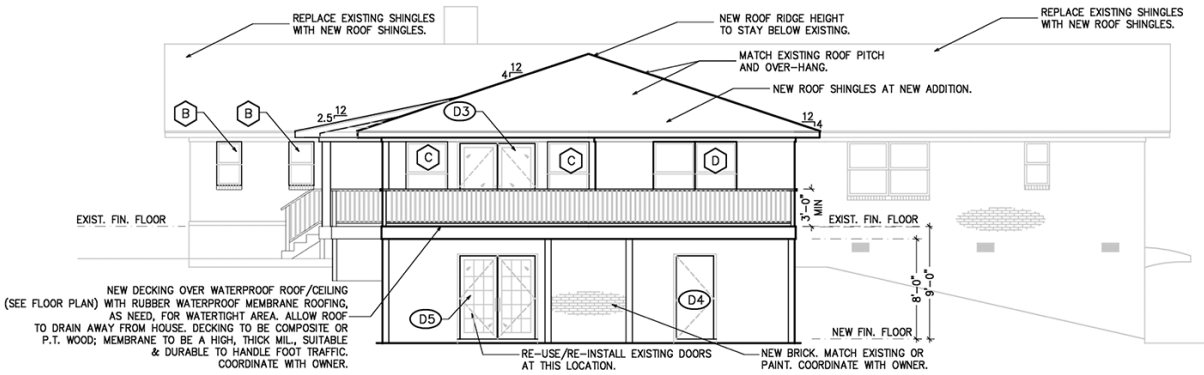
LEGEND:
 [Hatched Pattern] DEMO WORK TO BE REMOVED
 [Solid Line] EXISTING WALLS TO REMAIN

2 DEMO/EXISTING FLOOR PLAN
A-1
 Scale: 1/4"=1'-0"

Attachment 4- Proposed Elevations



2 NEW RIGHT-SIDE ELEVATION
A-1 Scale: 1/8"=1'-0"



4 NEW REAR ELEVATION
A-1 Scale: 1/8"=1'-0"

PUBLIC HEARING AND CONSIDERATION OF SE 26-06 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW TWO DUPLEXES, ONE ON EACH OF THE TWO LOTS, LOCATED ON THE NORTH SIDE OF WARE STREET APPROXIMATELY 98 FEET TO THE EAST OF 204 WARE STREET WITHIN A TN-E ZONING DISTRICT.

Community Planner Daniel Havelin presented SE 26-06 a request for Special Exception to allow two duplexes, one on each of the two lots, located on the north side of Ware Street approximately 98 feet to the East of 204 Ware Street within a TN-E zoning district.

This is a Special Exception request by Charles Prewitt to allow for two Dwelling, Attached Duplexes. The request is for one duplex on each of the two lots. The subject properties are located on the north side of Ware Street approximately 98 feet to the East of 204 Ware Street within a TN-E zoning district with the property numbers 118P-00-128.00 and 118P-00-127.00. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for “Dwelling, Attached Duplex” in a TN-E zoning district.

The applicant has been previously approved on November 4, 2025, for a duplex on the lot directly to the east of parcel 188P-00-128.00. Attachment 3 shows the previously approved lot in green and the two lots in review in red. This site plan is conceptual in nature and is not tied to approval of this request. The site plan will need to meet all requirements of the UDC for that zoning, use, and development type. Additional processes such as a minor subdivision plat may be required depending on the development layout.

There are several requirements in Section 13.5.3 related to the appearance of the duplex. On the conceptual site plan on Attachment 3, each unit is shown as having only one street facing main entrance and the massing is generally compatible with the existing neighborhood. The layout will be formally reviewed during permit review for complete compliance with Section 13.5.3.

Based on the analysis of the criteria contained in Section 3.4.1 and the standards in Section 13.5.2 of the Unified Development Code, staff recommends approval.

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

1. 17 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 February 21, 2026.
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 March 10, 2026, Planning and Zoning Commission Meeting, the Commission voted unanimously to recommend approval of the request.

Alderman Brooks asked on the last duplex that was brought to the Board was an issue on the design on the parking and not the use. Mr. Havelin confirmed and said they had brought

forth a special exception for the use and a variance on the site plan they were proposing. Mr. Havelin stated the variance was ultimately denied and the special exception was approved.

Charles Prewitt noted that his grandparents lived on the middle lot and he had family that lived on the north side of the 100 block of Ware Street. This location was like home to him.

Mayor Spruill opened the Public Hearing to the public.

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

36. CONSIDERATION OF SE 26-06 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW TWO DUPLEXES, ONE ON EACH OF THE TWO LOTS, LOCATED ON THE NORTH SIDE OF WARE STREET APPROXIMATELY 98 FEET TO THE EAST OF 204 WARE STREET WITHIN A TN-E ZONING DISTRICT.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Pochop, and adopted by the Board to approve SE 26-06 a request for special exception to allow two duplexes, one on each of the two lots, located on the north side of Ware Street approximately 98 feet to the east of 204 Ware Street within a TN-E zoning district. 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.



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 26-06 a request for Special Exception to allow two duplexes, one on each of the two lots, located on the north side of Ware Street approximately 98 feet to the East of 204 Ware Street within a TN-E zoning district.
Date: March 10, 2026

The purpose of this report is to provide information regarding a Special Exception request by Charles Prewitt to allow for two Dwelling, Attached Duplexes, one on each of the two lots. The subject properties are located on the north side of Ware Street approximately 98 feet to the East of 204 Ware Street within a TN-E zoning district with the property numbers 118P-00-128.00 and 118P-00-127.00. Please see attachments 1- 3.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to build two duplex dwellings. The request is for one duplex on each of the two lots. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Dwelling, Attached Duplex" in a TN-E 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 meets the additional standards for that use.

The applicant has been previously approved on November 4, 2025, for a duplex on the lot directly to the east of parcel 188P-00-128.00. Attachment 3 shows the previously approved lot in green and the two lots in review in red. This site plan is conceptual in nature and is not tied to approval of this request. The site plan will need to meet all requirements of the UDC for that zoning, use, and development type. Additional processes such as a minor subdivision plat may be required depending on the development layout.

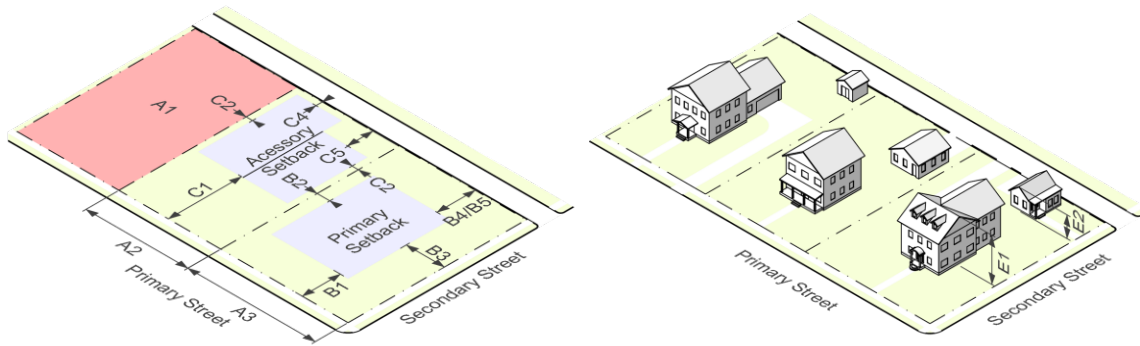
There are several requirements in Section 13.5.3 related to the appearance of the duplex. On the conceptual site plan on Attachment 3, each unit is shown as having only one street facing main entrance and the massing is generally compatible with the existing neighborhood. The layout will be formally reviewed during permit review for complete compliance with Section 13.5.3.

Based on the analysis of the criteria contained in Section 3.4.1 and the standards in Section 13.5.3 of the Unified Development Code, staff recommends approval of Special Exception SE 26-06 to allow two attached duplex dwellings, one on each lot, located on the north side of Ware Street within the TN-E zoning district, subject to compliance with all applicable provisions of the Unified Development Code.

13.5.3 Dwelling, Attached Duplex

1. **Definition:** A residential structure containing two dwelling units within one (1) structure that are either vertically or horizontally integrated.
2. **Parking:**
 1. One (1) parking space per bedroom for all new construction.
 2. See zoning district base dimensional standards for parking location and setback requirements.
3. **Loading:** Loading/unloading areas accommodating delivery of materials to and from the premises are not permitted or required.
4. **Additional Standards:**
 1. Duplexes must have an architectural appearance and massing like a large single unit home common to the neighborhood in which they are located.
 2. For proposed new developments in the traditional neighborhood-new zoning district, up to fifteen percent (15%) of proposed building types may be attached duplexes.
 3. The main entrance to a duplex shall be accessed directly from and face the street. Each ground floor unit must be accessed through a single main entrance except in TN-N districts. Second story units may be accessed through the main entrance or by an exterior stairway that does not face a public street. Duplexes on corner lots shall be designed so that each side facing the public street is a front facade.
 4. In districts where a special exception is required, a maximum of three (3) bedrooms per unit is allowed unless a fourth (4th) bedroom is approved as part of the special exception application. A maximum of four (4) bedrooms per unit is allowed in all zoning districts where permitted.
 5. See zoning district general provisions for density requirements and other standards.
 6. See zoning district base dimensional standards for location, setbacks, and height requirements.

Section 6.3.4. Base Dimensional Standards



Detached and Attached Duplex Dwelling	
A. Lot Dimensions	TN-E
A1 Lot size per unit in sq. ft (min.)	5500
A2 Lot width (min.)	45'
A3 Lot width at corner (min.)	55'
B. Principal Building Setbacks	TN-E
B1 Front setback	15' or see infill standards
B. Principal Building Setbacks (cont.)	TN-E
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	15' or see infill
B4 Rear setback (min.)	15'
B5 Rear setback adjacent to street or alley (min.)	15'
C. Accessory Dwelling Unit/Structure Setbacks	TN-E
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min
C3 Side setback corner lot (min.)	10'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	15'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-E
D1 From primary street	See infill standards
E. Height	TN-E
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	TN-E
F1 Street-facing primary entrance along street	yes

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.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

1. **Site Suitability:** Each subject parcel exceeds the minimum lot size requirement of 5,500 square feet per unit established in Section 6.3.4 for attached duplex dwellings in the TN-E zoning district. The lots provide adequate area for development, required setbacks, and off-street parking
2. **Traffic:** The proposed development would result in four dwelling units across two lots. This level of residential intensity is consistent with development patterns anticipated within the TN-E zoning district and is not expected to create a serious hazard or nuisance to surrounding traffic conditions
3. **Immediate Neighborhood Impact:** Duplex structures in the TN-E district are required to maintain architectural massing and appearance similar to large single-family homes. The proposed development will be required to comply with these standards at the time of building permit review, ensuring compatibility with the surrounding neighborhood.
4. **Availability of Public Services:** The property is served by existing municipal water, sewer, police protection, and fire protection services. No extension of major public infrastructure is required.
5. **Site Plan:** Section 3.9.2.A of the Unified Development Code states that site plan approval is not required for single-lot detached dwellings or single-lot attached

duplex dwellings. Because each proposed duplex will be located on its own lot, the development qualifies for this exemption

6. **Impact on Property Values:** Duplex dwellings are an allowed use within the TN-E district through the Special Exception process. When designed in accordance with architectural compatibility standards, they function as context-sensitive residential infill and are not expected to negatively impact surrounding property values.
7. **Consistency with Comprehensive Plan:** The Comprehensive Plan supports context-sensitive infill and housing diversity within established neighborhoods.
8. **Additional Standards:** Floor plans submitted by the applicant indicate that each dwelling unit contains no more than three bedrooms, which complies with Section 13.5.3 of the Unified Development Code. Ultimately the number of bedrooms will be determined by the availability of on-site parking.

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. 17 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 February 21, 2026.
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

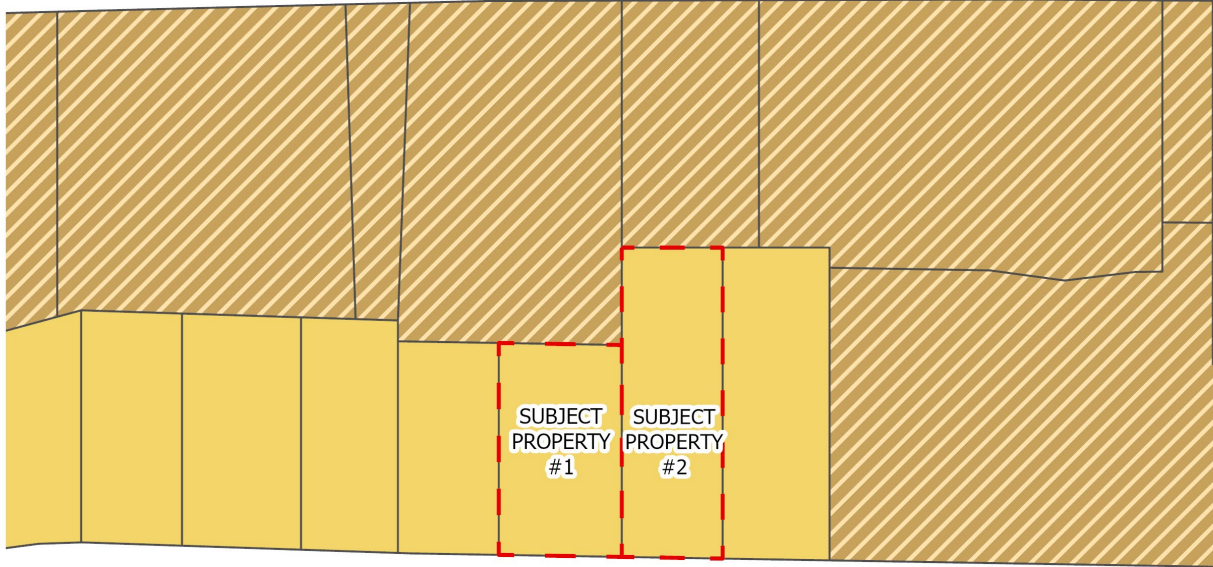
Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

Attachment 1- SE 26-04 Aerial

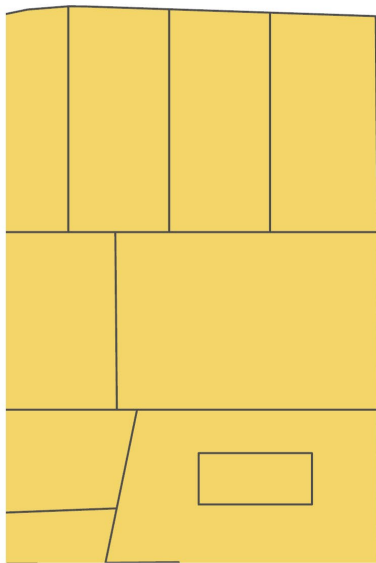


Attachment 2- SE 26-04 Zoning

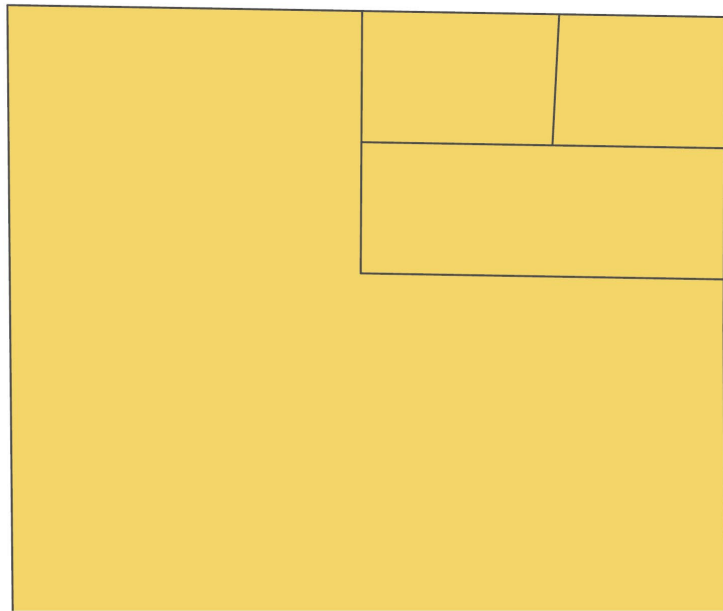
DR MARTIN
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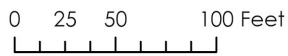
WARE ST



CUSHMAN ST



- Parcels
- T-5C Corridor Form-based District
- TN-E Traditional Neighborhood-Existing
- Subject Property



PUBLIC HEARING AND CONSIDERATION OF UE 26-01 A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE EXPANSION OF A LEGAL NON-CONFORMING USE OF A WAREHOUSING, DISTRIBUTION, & WHOLESALE SERVICES AS PART OF THE GLO COMPANIES EXISTING OPERATIONS AT 1091 STARK ROAD WITHIN A CN ZONING DISTRICT.

Community Planner Daniel Havelin presented UE 26-01 a request for Use Exception to allow for the expansion of a legal non-conforming use of a Warehousing, Distribution, & Wholesale Services as part of the Glo Companies existing operations at 1091 Stark Road within a CN zoning district.

This is a Use Exception by Vibe LLC to allow the expansion of an existing Warehousing, Distribution, and Wholesale Services use associated with Glo Companies located at 1091 Stark Road. The subject property is located within the CN (Commercial Neighborhood) zoning district and is identified as parcel numbers 103H-00-001.00 and 103H-00-002.00. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for “Dwelling, Attached Duplex” in a TN-E zoning district.

Prior to the adoption of the UDC in December 2019, the property was zoned C2 (General Commercial), where Warehousing and Distribution was a permitted use. Because the use was established before the adoption of the current UDC, it qualifies as a legal nonconforming use.

Section 3.17.2 of the UDC defines a legal nonconforming use as a use that was lawfully established before the adoption of the current zoning regulations but does not conform to the current zoning district requirements. Section 3.17.2.A states that any expansion of a nonconforming use must be reviewed through the Use Exception process.

Based on the evidence provided by the applicant and the analysis of the approval criteria in Section 3.5.1 of the Unified Development Code, staff finds that the proposed expansion of the legal nonconforming use is reasonable and compatible with the surrounding area.

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

1. 17 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 February 21, 2026.
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 March 10, 2026, Planning and Zoning Commission Meeting, the Commission voted unanimously to recommend approval of the request.

Jeffery Rupp stated he would be happy to answer any questions about the request. Alderman Brooks noted that they would be adding a dog park for the employee pets. Mr. Rupp said there would be at least 6 dogs at the Rex Theater.

Mayor Spruill opened the Public Hearing to the public.

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

37. CONSIDERATION OF UE 26-01 A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE EXPANSION OF A LEGAL NON-CONFORMING USE OF A WAREHOUSING, DISTRIBUTION, & WHOLESALE SERVICES AS PART OF THE GLO COMPANIES EXISTING OPERATIONS AT 1091 STARK ROAD WITHIN A CN ZONING DISTRICT.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, and adopted by the Board to approve of UE 26-01 a request for use exception to allow for the expansion of a legal non-conforming use of a warehousing, distribution, & wholesale services as part of the Glo companies existing operations at 1091 Stark Road within a CN zoning district. 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.



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 UE 26-01 a request for Use Exception to allow for the expansion of a legal non-conforming use of a Warehousing, Distribution, & Wholesale Services as part of the Glo Companies existing operations at 1091 Stark Road within a CN zoning district.
Date: March 10, 2026

The purpose of this report is to provide information regarding a request for a Use Exception by Vibe LLC to allow the expansion of an existing Warehousing, Distribution, and Wholesale Services use associated with Glo Companies located at 1091 Stark Road. The subject property is located within the CN (Commercial Neighborhood) zoning district and is identified as parcel numbers 103H-00-001.00 and 103H-00-002.00. Please see attachments 1-3.

BACKGROUND INFORMATION

The applicant is requesting a Use Exception to allow the expansion of an existing Warehousing, Distribution, and Wholesale Services use. Under the current Unified Development Code (UDC), this use is listed as not permitted in the CN zoning district according to the Use Chart in Section 13.3.

Prior to the adoption of the UDC in December 2019, the property was zoned C2 (General Commercial), where Warehousing and Distribution was a permitted use. Because the use was established before the adoption of the current UDC, it qualifies as a legal nonconforming use.

The applicant provided documentation demonstrating that the use began operating at the site in January 2018. Supporting materials include a letter from the building owner, shipping invoices, purchase orders, commercial account records, and geo-tagged photographs taken prior to December 2019.

Section 3.17.2 of the UDC defines a legal nonconforming use as a use that was lawfully established before the adoption of the current zoning regulations but does not conform to the current zoning district requirements. Section 3.17.2.A states that any expansion of a nonconforming use must be reviewed through the Use Exception process.

The existing structure and site features are also considered legal nonconforming elements. Sections 3.17.3 and 3.17.4 allow the continuation of nonconforming structures and site features unless the cost of repair or modification exceeds 50 percent of the structure's replacement value. At this time, these provisions are not triggered by the proposed request.

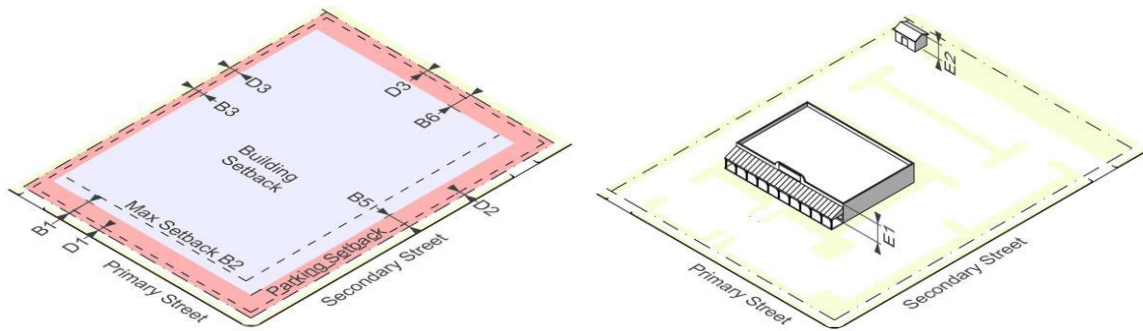
Based on the evidence provided by the applicant and the analysis of the approval criteria in Section 3.5.1 of the Unified Development Code, staff finds that the proposed expansion of the legal nonconforming use is reasonable and compatible with the surrounding area.

Staff therefore recommends approval of Use Exception UE-26-01 allowing the expansion of the existing Warehousing, Distribution, and Wholesale Services use located at 1091 Stark Road, subject to compliance with all applicable provisions of the Unified Development Code.

13.8.12 Warehouse, Distribution, And Wholesale Services

- A. **Definition:** Industrial scale uses that provide large facilities for the transport, storage, and sale of goods to trade customers, but not the retail public, including but not limited to general freight storage and distribution of goods.
- B. **Parking:**
 - 1. One (1) parking space for each six hundred (600) feet of office space, one (1) parking space for every three thousand (3,000) square feet of additional indoor area, and one (1) space for each vehicle operating from the premises.
 - 2. An increase or decrease in the required parking may be required or permitted by the City Planner based on the anticipated use.
 - 3. See zoning district base dimensional standards for parking location and setback requirements.
- C. **Loading:** Trucks delivering materials to and from the premises shall not be permitted to unload on the right-of-way.
- D. **Additional Standards:**
 - 1. Parking and storage of operable semi-trucks, trailers, and shipping containers associated with the business shall be allowed.
 - 2. The use of trailers and shipping containers for storage for more than five (5) contiguous days is not permitted

Section 6.3.4. Base Dimensional Standards



Commercial Use	
A. Lot Dimensions	CN
A1. Lot size (min)	*
A2. Lot width (min)	*
B. Building/Structure Setbacks	CN
B1. Front setback min	15'
B2. Front setback max	30'
B3. Side setback	5'
B4. Side setback adjacent to detached residential	50'
B5. Side setback corner lot	15'
B6. Rear setback	20'
B7. Rear setback adjacent to detached residential	50'
D. Parking Setbacks	CN
D1. From primary street	Behind front wall of primary building
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	CN
E1. Principal building(s) (max)	30', 2 story
E2. Accessory structures(s) (max)	15', 1 story
F. Pedestrian Access	CN
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	

CRITERIA FOR USE EXCEPTION REVIEW AND APPROVAL (Section 3.5.1)

- A. **Site and structure suitability.** The proposed location of the use has adequate space for the use such as but not limited to: parking, available utilities, pedestrian access, vehicle access, loading areas, building size, building type, etc.
- B. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the addition of the proposed use to the area.
- C. **Immediate neighborhood impact.** There is a public need for the proposed use and the 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.
- D. **Impact on property values.** The proposed location of the use will not cause or contribute to a decline in property values of surrounding properties.
- E. **Consistency with Comprehensive Plan.** The proposed use exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
- F. **Additional standards.** All associated additional standards for the proposed use have been adequately provided for on the site plan.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

- 1. **Site and structure suitability.** The subject property currently contains a commercial structure used for warehousing and distribution activities associated with the Glo Companies. The site has existing building space, utilities, and vehicle access capable of supporting the continued operation and expansion of the use. The property appears to have adequate space for parking, loading, and circulation associated with the use.
- 2. **Traffic.** The proposed request involves the expansion of an existing operation that has been active on the property since 2018. Because the use is already established, staff does not anticipate that the expansion will create undue nuisance or significant hazards to pedestrian or vehicular traffic in the surrounding area.
- 3. **Immediate neighborhood impact.** The surrounding area contains a mix of commercial and service-related uses along Stark Road. The expansion of an existing warehousing and distribution operation is not expected to introduce impacts beyond those typically associated with commercial activity. Staff does not anticipate excessive noise, vibration, dust, odors, or other nuisances resulting from the request.
- 4. **Impact on property values.** Staff is not aware of evidence indicating that the continued operation and expansion of the existing use would cause or contribute to a decline in surrounding property values. The use has operated on the property since 2018 without documented adverse impacts.
- 5. **Consistency with Comprehensive Plan.** The Comprehensive Plan supports economic development and the continued viability of existing commercial areas. Allowing the reasonable expansion of an established business is consistent with these goals.
- 6. **Additional standards.** The applicant will be required to comply with all applicable additional standards of Section 13.8.12.D of the UDC.

ABANDONMENT OR DISCONTINUANCE (Section 3.5.3.K)

If a use exception is abandoned, discontinued, or ceases for a continuous period of more than three (3) months, the use exception shall become null and void. The use exception shall only be tied to the applicant for that specific location and/or business and cannot be transferred to another entity or location without reapplication. Any use associated with an approved use exception may continue the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen.

NOTIFICATION

The request was noticed in accordance with Section 3.5.3.E of the Unified Development Code.

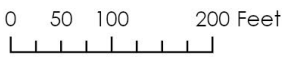
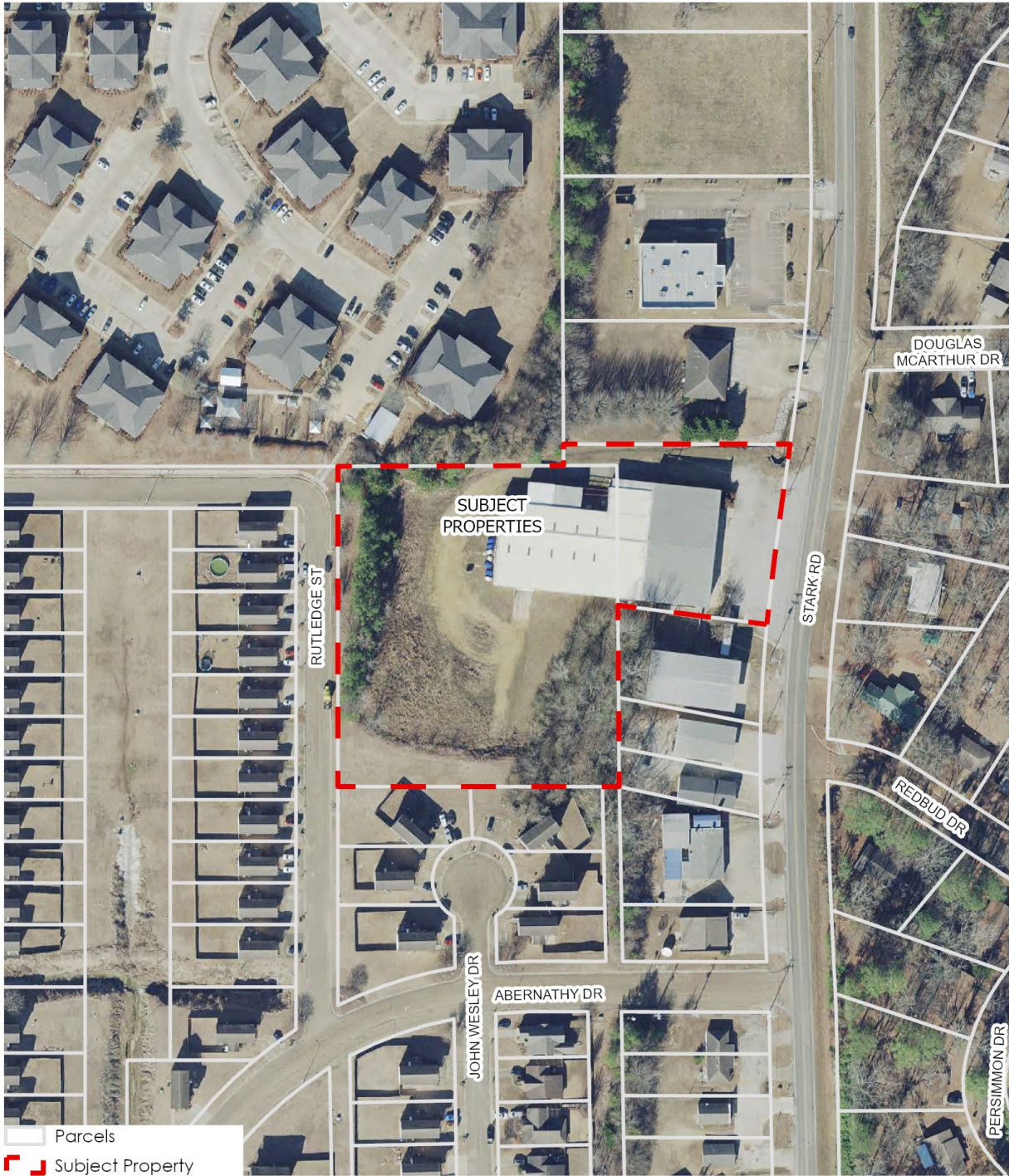
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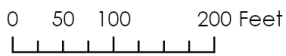
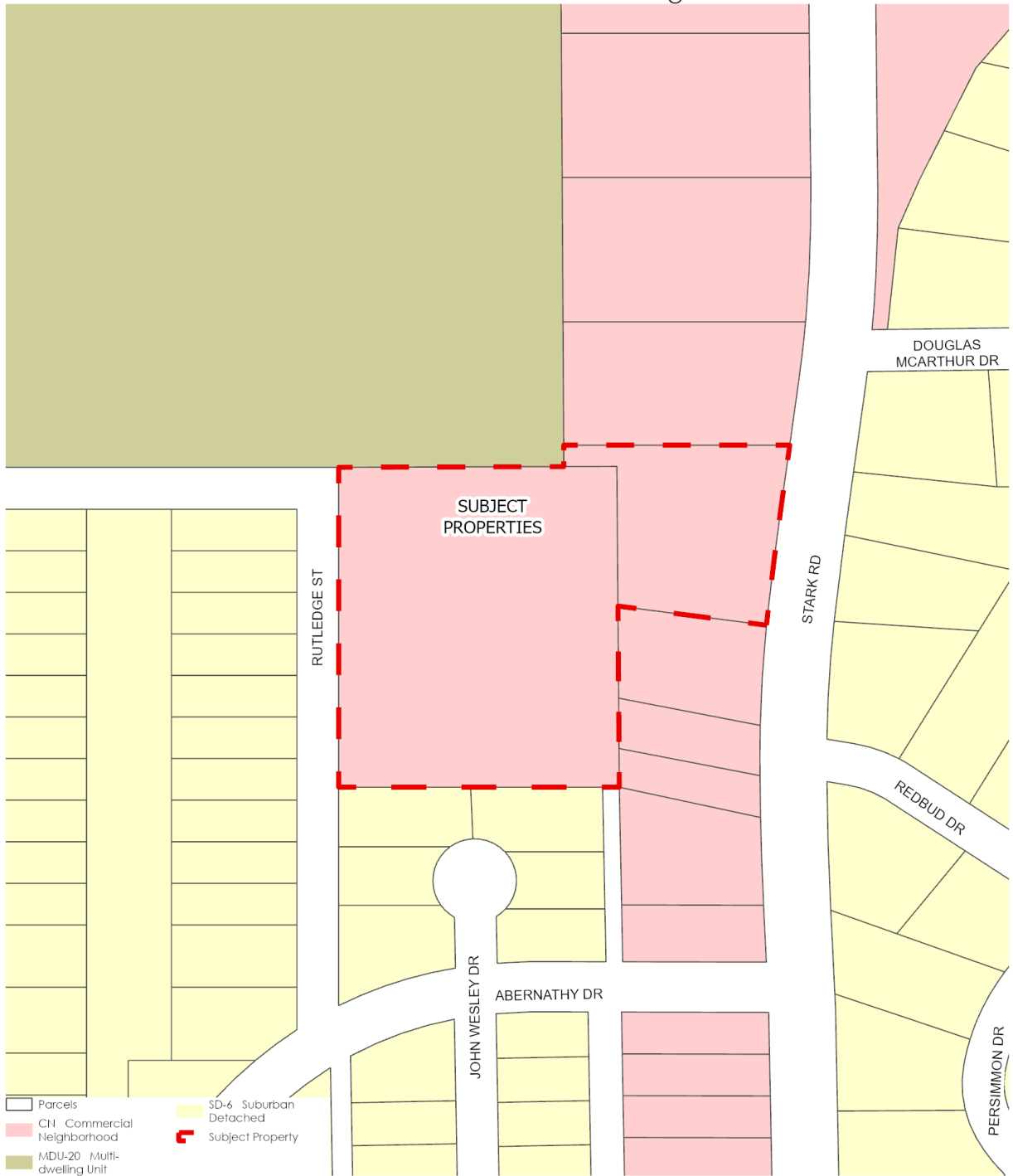
CONDITIONS OF APPROVAL

The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of a use exception shall run with the applicant for the duration of the use (Section 3.5.3.J).

Attachment 1 -UE 26-01 Aerial



Attachment 2 -UE 26-01 Zoning



USE EXCEPTION APPLICATION



APPLICANT STATEMENT

APPLICANT: Vibe, LLC d/b/a The Glo Companies

APPLICANT CONTACT: Hagan Walker / CEO and Chris Latimer / General Counsel

PROPERTY ADDRESS: 1091 Stark Road, Starkville, MS 39759

PARCEL NUMBERS: 103H-00-001.00 and 103H-00-002.00

REQUESTED USE: 13.8.12 - Warehouse, Distribution, And Wholesale Services

DATE: February 8, 2025

EXECUTIVE SUMMARY

Vibe, LLC d/b/a The Glo Companies respectfully requests a Use Exception to relocate our headquarters, warehouse, and wholesale operations from our current location at 101 W Main Street to 1091 Stark Road in Starkville, Mississippi.

This is not a new business or a new use being introduced to Starkville. The Glo Companies is an established, successful local business that has operated in Starkville since 2019. We have outgrown our current facility and require additional warehouse space to support our continued growth. Rather than relocating outside of Starkville, we are seeking to move our existing operations to a larger, more suitable building that was previously used for similar commercial purposes.

Key Facts:

- Established Starkville business operating since 2016 (10 years!)
- State-registered wholesale merchant (Mississippi Secretary of State, NAICS 423920)
- City-licensed business (Starkville Business License #1922)
- 36 total employees, with approximately 18 at this location
- Products in major retailers including Walmart and Target
- Professional corporate headquarters growing in the city that has supported the company from the very beginning

What We're Requesting:

Permission to relocate our wholesale merchant operations from 101 W Main Street to 1091 Stark Road. This building is well-suited for our needs, has been underutilized for years, and was previously used for similar commercial operations. Our use will activate this property, generate economic activity, and preserve local jobs.



I. COMPANY BACKGROUND & OPERATIONS

A. About The Glo Companies

The Glo Companies is a Starkville-based manufacturer and distributor of innovative children's toys and educational products. Our flagship brand, Glo Pals, produces award-winning light-up sensory toys that are sold through major retailers worldwide.

Company Highlights:

- Founded: 2016 in Starkville, Mississippi
- Headquarters: Currently at 101 W Main Street, Starkville
- Products: Glo Pals light-up bath toys, Light-Up Library interactive books
- Distribution: 60+ countries worldwide
- Major Retail Partners: Walmart, Target, Amazon, specialty toy retailers
- Recognition: Fast Company's #2 Best Workplace for Innovators (2025)
- Team: 36 employees total, approximately 18 at this warehouse location

B. Current Operations at 101 W Main Street

Business Registrations:

Mississippi Secretary of State: The Glo Companies, registered as "Toy and Hobby Goods and Supplies Merchant Wholesalers" (NAICS 423920) at 101 W Main Street (filed January 22, 2025)

Starkville Business License: License #1922 for "Retail Miscellaneous" issued to VIBE LLC at 101 W Main Street (issued January 28, 2025)

Current Operations Include:

- Corporate headquarters and administrative offices
- Wholesale sales to retail partners and trade customers
- Order fulfillment and shipping operations
- Product development and sample storage
- Approximately 18 employees working normal business hours (Monday-Friday, 8:00 AM - 5:00 PM)

C. Why We're Relocating

Business Growth: Our company has experienced significant growth since 2016. We have outgrown our current facility at 101 W Main Street and desperately need additional space for our team, expanding product range, distribution operations, and future growth.

Space Requirements: Our current location cannot accommodate:

- Growing inventory levels as we expand into new retail channels
- Efficient wholesale operations with proper racking and organization
- Adequate shipping/receiving areas for commercial deliveries
- Proper office space for our growing administrative team

Why 1091 Stark Road:

- Building Size: The 30,000 sq ft building provides the warehouse space we need
- Previous Commercial Use: The building was previously used for mercantile/commercial operations



- Availability: The building has sat underutilized for years with limited viable tenant options
- Location: Accessible from Stark Road, a commercial corridor well-suited for our operations
- Affordability: The lease structure makes this financially viable for our growing business

Commitment to Starkville: We are a Starkville company. Our founders live here, our employees live here, and we want to continue growing here. This relocation allows us to stay in Starkville and continue contributing to the local economy.

II. PROPOSED USE AT 1091 STARK ROAD

A. Use Classification

Proposed Use: 13.8.12 - Warehouse, Distribution, And Wholesale Services

UDC Definition (Section 13.8.12): "Industrial scale uses that provide large facilities for the transport, storage, and sale of goods to trade customers, but not the retail public, including but not limited to general freight storage and distribution of goods."

Why This Classification Is Most Suitable (but not perfect):

- It appears the Unified Development Code defines this akin to the new Amazon Distribution Facility in the Industrial Park. We are not, that, however, we also realize that we are not typical inside retail. Our needs are a bit of a hybrid.
- We are officially classified as wholesale, a subclass of retail. Mississippi Secretary of State registers us as "Merchant Wholesalers" (NAICS 423920)
- We believe that our use is much less stringent than the Unified Development Code's definition of Warehouse, Distribution, and Wholesale Services, but it is the most appropriate of the options from which there are to choose. In the below sections, we will detail our use and why it is seemingly perfect for both the city as well as our company.

B. Proposed Activities

What Will Occur at the Stark Road Campus:

1. Corporate Headquarters (Office Functions)

- Administrative offices for executive team, finance, operations, customer service
- Product development and sample review
- Sales and marketing coordination with retail partners
- Approximately 8-10 office employees

2. Wholesale Operations (Primary Function)

- Inbounding and outbounding of finished goods inventory (toys, books, display materials)
- Inventory management and organization using industrial racking
- Quality control and inspection
- Order picking and packing for wholesale and retail orders
- Approximately 5-7 warehouse employees

3. Shipping & Receiving



- Receiving inbound shipments from manufacturing partners
- Outbound shipping to wholesale customers, retailers, distributors
- Scheduled commercial deliveries during business hours
- Typical truck traffic: 2-4 deliveries per week

4. Trade Customer Access

- Occasional visits by wholesale buyers to view product samples and conduct business
- Trade customer visits do occur, especially for regional customers
- Light walk-in consumer traffic, small retail purchasing area

What Will NOT Occur:

- No mass-manufacturing operations (R&D, some packaging assembly)
- No outdoor storage of materials or products
- No heavy industrial processes, chemicals, or hazardous materials
- No late-night or weekend operations

C. Operational Details

Hours of Operation: Monday through Friday, 8:00 AM to 5:00 PM. No weekend operations, no night shifts or 24-hour operations.

Employees: Approximately 18 employees at this location, all arriving/departing during normal commute hours, no shift work or unusual traffic patterns.

Traffic Generation:

- Employee vehicles during morning/evening commute
- 2-4 commercial truck deliveries per week (scheduled during business hours)
- Occasional trade customer visits (minimal - 1-2 per month)
- Light customer walk-in traffic

III. RESPONSE TO USE EXCEPTION CRITERIA FOR 1091 STARK ROAD

A. SITE AND STRUCTURE SUITABILITY

Criterion: *"The proposed location of the use has adequate space for the use such as but not limited to: parking, available utilities, pedestrian access, vehicle access, loading areas, building size, building type, etc."*

The property at 1091 Stark Road is exceptionally well-suited for our wholesale sales and distribution operations. This is not a marginal fit - this building was designed for commercial operations similar to ours.

1. Building Size & Type

Building: ±30,000 square feet of warehouse/commercial space

Adequate for Our Needs:

- Retail / Showroom: As we have now at Rex Theater to accommodate customer sales and customer order pickup



- Warehouse Space: Approximately 22,000 sq ft for stocks of goods, shipping/receiving, quality control
- Room for Growth: Sufficient space to accommodate business growth over the next 3-5 years

Building Characteristics:

- Warehouse-style construction with high ceilings suitable for material handling
- Commercial-grade flooring capable of supporting shipping needs
- Loading dock areas for truck access (existing infrastructure)
- Adequate electrical service for warehouse lighting, office equipment, HVAC - no industrial 480V electrical service. We can't do "industry" here as is.
- Previous commercial use demonstrates building suitability for our operations

2. Parking

The property has existing parking areas with capacity for 15-20 employee vehicles, visitor parking for occasional trade customers, and commercial vehicle maneuvering during deliveries.

Parking Requirements (UDC 13.8.12.B): "One (1) parking space for each six hundred (600) feet of office space, one (1) parking space for every three thousand (3,000) square feet of additional indoor area, and one (1) space for each vehicle operating from the premises."

Our Calculation:

- Office space (3,000 sq ft): $3,000 \div 600 = 5$ spaces required
- Warehouse space (27,000 sq ft): $27,000 \div 3,000 = 9$ spaces required
- Company vehicles: 2-3 spaces required (company delivery van, pickup truck)
- Total Required: 16-17 spaces

Existing Parking: The property has more than adequate parking to meet code requirements and accommodate our 15 employees plus occasional visitors. Most vehicles can be parked in the rear.

3. Utilities

Water: Public water service available and adequate for restroom facilities for 15 employees, break room/kitchen area. No industrial water use required.

Sewer: Public sewer service available and adequate for standard office/warehouse operations.

Electric: Existing electrical service adequate for office equipment, computers, lighting, warehouse lighting and HVAC, forklift charging station, and standard commercial electrical loads (no heavy industrial equipment). No upgrades needed. No 480V industrial service installed.

Natural Gas: Existing gas service adequate for HVAC use only.



Telecommunications: Fiber/broadband internet available for business communications.

All utilities are already connected to the building and adequate for our operations.

4. Vehicle Access

Site Access:

- Direct access from Stark Road, a commercial corridor designed for business traffic
- Existing curb cuts and driveways adequate for employee vehicles and commercial trucks
- Sufficient on-site circulation for trucks to enter, maneuver, and exit safely
- No backing into Stark Road required

Loading Areas:

- Building has existing loading dock areas on rear/side of building
- Adequate space for semi-truck access and maneuvering
- Loading areas not visible from Stark Road (screened by building)
- All truck loading/unloading occurs on private property, not in right-of-way

Conclusion: The property at 1091 Stark Road is ideally suited for our wholesale warehouse and distribution operations. The building size, layout, utilities, parking, loading areas, and vehicle access all meet or exceed our operational requirements and is less invasive than other buildings on the same street (loading docks for Lowe's, former Sears building, among others, can be seen directly from the street and have MUCH higher delivery demand)

B. TRAFFIC

Criterion: *"There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the addition of the proposed use to the area."*

Our wholesale warehouse and distribution operations will generate minimal traffic and will not create any undue nuisance or traffic hazard. In fact, our traffic generation will be significantly less than many retail uses that could occupy this building.

1. Traffic Generation Analysis

Daily Traffic:

- 18 employees arriving and departing during normal commute hours (8am and 5pm)
- Minimal overlap with traffic - employees in morning, leave in afternoon - no constant traffic that inside retail would bring.
- No shift changes - single day shift only, no multiple waves of employee traffic

Commercial Deliveries:

- ~2 commercial truck deliveries per week (scheduled during business hours)
- Deliveries scheduled to avoid peak traffic times
- Trucks use existing loading areas on side/rear of building



- No trucks blocking Stark Road or backing into public street

Total Daily Trip Generation:

- Employee vehicles: ~30 trips per day (15 arrivals + 15 departures)
- Commercial trucks: Negligible (less than 1 per week, average)
- Trade customers: Negligible (less than 1 per week, average)

2. No Increase to Total Starkville Traffic

Critical Point: This is a relocation of existing operations, not the introduction of new traffic to Starkville.

Before Relocation: 18 employees commute to 101 W Main Street daily, commercial deliveries arrive at 101 W Main Street - these trips already occur within Starkville. Additionally, the corporate box truck resides directly behind the 101 W Main Street location.

After Relocation: Same 18 employees commute to 1091 Stark Road daily, same commercial deliveries arrive at 1091 Stark Road. Total traffic in Starkville remains the same - just redistributed.

Net Traffic Impact on Starkville: Zero increase.

3. Comparison to Alternative Uses

Our traffic generation is significantly lower than many permitted uses that could occupy this building:

Retail Store (30,000 sq ft): Could generate 500-1,000+ customer vehicle trips per day, peak traffic during evenings and weekends, constant in-and-out traffic throughout operating hours.

Restaurant: Could generate 200-400+ customer vehicle trips per day, peak traffic during lunch and dinner hours, drive-through queuing and stacking issues.

Our Wholesale Warehouse: ~30 employee vehicle trips per day (arrivals + departures), negligible commercial truck deliveries per day (scheduled, predictable), minimal customer walk-in traffic, business hours only - no nights, no weekends.

Our operations generate a fraction of the traffic that alternative commercial uses would generate.

Conclusion: Our wholesale warehouse and distribution operations will not create any undue nuisance or serious hazard to traffic in the area. Minimal traffic generation, no net increase to Starkville traffic, appropriate location on Stark Road commercial corridor, much lower than alternative retail uses, safe operations with adequate sight distance and on-site maneuvering.



C. IMMEDIATE NEIGHBORHOOD IMPACT

Criterion: *"There is a public need for the proposed use and the use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood."*

Our wholesale warehouse and distribution operations will be a quiet, professional, indoor-only operation with no negative impacts on neighboring properties. This will be one of the most compatible commercial uses that could occupy this building.

1. Public Need for This Use

There is a clear public need and benefit for allowing this use:

Retaining Local Business & Jobs: The Glo Companies is an established, successful Starkville business. 18 local jobs at this location serving Starkville residents and families. Without adequate space, we may be forced to relocate outside Starkville. Starkville benefits from retaining a growing company headquartered locally.

Economic Development: Growing company founded and headquartered in Starkville. National/international reach with Starkville address. Positive reputation builder for the city (products in Walmart, Target, 60+ countries).

Property Activation: 1091 Stark Road has sat underutilized for years. Current zoning has limited viable tenant options. Our use represents the best opportunity to return this building to productive use. Building will be improved, maintained, and generate activity rather than sitting vacant.

2. No Detrimental Impacts to Neighborhood

We will operate a quiet, professional business with no detrimental impacts to surrounding properties:

No Excessive Noise: Indoor warehouse operations only - no outdoor activities. No heavy machinery, manufacturing equipment, or industrial processes. No outdoor loudspeakers, alarms, or public address systems. All noise contained within building during business hours (M-F, 8:00 AM to 5:00 PM).

No Smoke, Fumes, Gas, or Odors: We sell finished toys - nothing hazardous. No manufacturing, painting, or chemical processes. We store plastic toys and cardboard boxes - completely inert, non-odorous products.

Appropriate Hours: Monday-Friday, 8:00 AM to 5:00 PM. No early morning activity disturbing neighbors. No late night/overnight operations. No weekend operations - quiet Saturday and Sunday.

Conclusion: Public need exists - retaining local business, jobs, and activating underutilized property. No detrimental impacts - quiet indoor operations with zero nuisances. Our operations will be an exemplary neighbor.



D. IMPACT ON PROPERTY VALUES

Criterion: *"The proposed location of the use will not cause or contribute to a decline in property values of surrounding properties."*

Our wholesale warehouse and distribution operations will have a positive or neutral impact on surrounding property values. We will not cause or contribute to any decline in property values - in fact, our presence will likely enhance property values in the area.

1. Positive Factors Supporting Property Values

Substantial Capital Investment: We are making a significant financial investment to improve and maintain this property through building improvements, site improvements, long-term lease commitment, and professional maintenance.

Building Rehabilitation & Activation: 1091 Stark Road has sat underutilized for years. Vacant or underutilized commercial buildings create perception of economic decline, attract vandalism, deteriorate physically, and depress surrounding property values. We will transform this property from underutilized to active, productive, well-maintained commercial use.

Professional Operations: The Glo Companies is a professional corporate operation with well-trained employees, clean organized facility, no outdoor storage, quality signage and branding, and responsible property stewardship.

Impact: A well-maintained, actively-used commercial building supports higher property values than a deteriorating, vacant, or underutilized building.

2. No Negative Factors That Would Depress Property Values

We will not create nuisances, generate excessive traffic, introduce incompatible uses, or create safety or health concerns. All of these negative factors that could depress property values are absent from our operations.

Conclusion: Our wholesale warehouse operations will not cause or contribute to a decline in property values. Our presence will likely enhance property values through substantial capital investment, professional operations, building activation, financial stability, and economic contribution.

E. CONSISTENCY WITH COMPREHENSIVE PLAN

Criterion: *"The proposed use exception is consistent with the goals, objectives, and policies of the Comprehensive Plan."*

Our wholesale warehouse and distribution operations are strongly aligned with multiple goals and objectives of Starkville's Comprehensive Plan.

1. Economic Development Goals

Comprehensive Plan Goal: Support local business growth, job creation, and economic vitality



How Our Use Supports This:

- Retaining & Growing Local Business - The Glo Companies is an established Starkville business since 2016, globally recognized company choosing to stay and grow in Starkville
- Quality Job Creation - 18 local jobs at this location, competitive wages, professional work environment
- Economic Base Strengthening - Products sold in 60+ countries with Starkville headquarters, export-oriented business
- Entrepreneurship & Innovation - Local entrepreneurial success story, award-winning innovative products

2. Land Use & Development Goals

Comprehensive Plan Goal: Efficient use of existing buildings and infrastructure, preventing sprawl and blight

How Our Use Supports This:

- Adaptive Reuse - Utilizing existing 30,000 sq ft building rather than requiring new construction
- Preventing Blight - Building has been underutilized for years, our occupancy activates the building
- Appropriate Commercial Corridor Use - Stark Road is designated as commercial corridor
- Avoiding Sprawl - Relocating to existing building in developed area

Conclusion: Our wholesale warehouse operations are strongly consistent with Starkville's Comprehensive Plan goals for economic development, land use, transportation, community character, and sustainability.

F. ADDITIONAL STANDARDS

Criterion: "All associated additional standards for the proposed use have been adequately provided for on the site plan."

We are committed to complying with all applicable additional standards for the "Warehouse, Distribution, And Wholesale Services" use (UDC Section 13.8.12) and all other relevant code requirements.

1. Use-Specific Standards (UDC 13.8.12.D)

Section 13.8.12.D.1: "Parking and storage of operable semi-trucks, trailers, and shipping containers associated with the business shall be allowed."

Our Compliance: We will not have overnight parking of semi-trucks, trailers, or shipping containers on site. Delivery trucks arrive, unload, and depart during business hours. No permanent storage of trailers or containers.

Section 13.8.12.D.2: "The use of trailers and shipping containers for storage for more than five (5) contiguous days is not permitted."

Our Compliance: We will not use trailers or shipping containers for storage. No outdoor storage of any kind.



2. Parking Standards

Required Parking: One (1) parking space for each six hundred (600) feet of office space, one (1) parking space for every three thousand (3,000) square feet of additional indoor area, and one (1) space for each vehicle operating from the premises.

Our Calculation: Office space (~3,000 sq ft): 5 spaces; Warehouse space (~27,000 sq ft): 9 spaces; Company vehicles: 2-3 spaces; Total Required: 16-17 spaces.

Compliance: We will meet all parking requirements. The property has adequate parking to meet or exceed this requirement. There is also room in the rear for most employees to park

3. Loading Standards

Section 13.8.12.C: "Trucks delivering materials to and from the premises shall not be permitted to unload on the right-of-way."

Our Compliance: All truck loading/unloading will occur on private property using existing loading dock areas. Loading areas are located on side/rear of building, not adjacent to Stark Road. No trucks will block sidewalks, streets, or public right-of-way.

Conclusion: We are committed to full compliance with all additional standards for this use including no outdoor storage of trailers/containers/equipment, adequate parking meeting code requirements, all loading on private property using designated areas, compliance with all development standards, and willingness to work with city departments through pre-application process.

IV. SUPPORTING DOCUMENTATION

The following documents are included with this application to support our request:

- Preamble: Mississippi House Of Representatives Resolution Number 37, detailing the basis of Glo as a Starkville, Mississippi company accompanied by photos showing our Main Street ribbon cutting and the interior of our Main Street wholesale operations, which were allowed in a more restrictive district.
- Attachment A: Site Plan Renders – Showing building footprint and architectural renders.
- Attachment B: Photos of Before and After – showing the current state of the building and how it can look *note: these are renders, subject to change.
- Attachment C: State Business Registration - Mississippi Secretary of State registration for The Glo Companies as "Toy and Hobby Goods and Supplies Merchant Wholesalers" (NAICS 423920) at 101 W Main Street (filed January 22, 2025)
- Attachment D: State Business Retail Sales Tax Permit – Mississippi Department of Revenue stating the permit authorizes the holder to engage in the business of selling tangible personal property or performing services from the permit location.
- Attachment E: Starkville Business License - City of Starkville Business License #1922 for "Retail Miscellaneous" issued to VIBE LLC at 101 W Main Street (issued January 28, 2025)
- Attachment F: Supporting Documents of Use – Showing Glo's continued use of 1091 Stark Road since late 2018.



- Attachment G: Letter from Glo Chief Operating Officer detailing traffic and logistics usage – that usage will be lower than comparable buildings in the area, and, in fact, lower than the use when the building existed as a furniture wholesale store.

V. CONCLUSION

Summary of Request

The Glo Companies respectfully requests a Use Exception to relocate our wholesale warehouse and distribution operations from 101 W Main Street to 1091 Stark Road. This is a straightforward relocation of an existing, successful Starkville business to a more suitable facility.

Why This Request Should Be Approved

1. We Meet ALL Use Exception Criteria:

- Site Suitability: Building perfectly suited for our warehouse operations
- Traffic: Minimal traffic, no increase to Starkville total, appropriate location
- Neighborhood Impact: Quiet indoor operations with zero nuisances, public benefit from job retention
- Property Values: Investment and activation of underutilized building supports values
- Comprehensive Plan: Strongly aligned with economic development, land use, sustainability goals
- Additional Standards: Committed to working mutually with City for mutual benefit

2. This Is Good for Starkville:

- Retains local jobs - 18 employees at this location
- Keeps successful business in Starkville - global company staying and growing locally
- Activates underutilized building - transforming deteriorating property into productive use
- Generates economic activity - employees, spending, tax revenues
- Zero negative impacts - quiet, professional, indoor-only operations
- Proven track record - operating responsibly in Starkville since 2019 with zero violations

3. This Is the Right Use for This Building:

- Building was previously used for commercial operations
- 30,000 sq ft warehouse space meets our exact needs
- Restrictive zoning has limited viable tenant options for years
- Our use represents the best opportunity to return building to productive commercial use

The Bottom Line

The Glo Companies is exactly the type of business Starkville should support: local company choosing to stay and grow here, quality jobs for local residents, professional



operations with proven track record, and economic contribution and positive reputation for the city.

This building at 1091 Stark Road is exactly the right facility for our needs: adequate size and layout for warehouse operations, previous commercial use demonstrates suitability, and has sat underutilized for years needing the right tenant.

This is a win-win-win: Win for The Glo Companies (we get the space we need to continue growing), Win for Starkville (retains local business, jobs, and activates underutilized property), and Win for the property (capital investment, stable tenant, productive use).

Our Commitment

We commit to:

- Operating professionally and responsibly as we have in Starkville since 2016
- Maintaining the property to high standards
- Complying with all code requirements and conditions of approval
- Being good neighbors and contributing members of the Starkville business community
- Working collaboratively with city departments throughout the process

Request for Approval

We respectfully request that the Planning and Zoning Commission recommend approval, and the Board of Aldermen grant approval, of this Use Exception to allow The Glo Companies to relocate our wholesale warehouse and distribution operations to 1091 Stark Road.

This is the right use, in the right building, for the right reasons.

Thank you for your consideration.

Respectfully submitted,

Hagan Walker

Co-founder and CEO
The Glo Companies

hagan@glo.co
(662) 889-9051
101 W Main Street
Starkville, MS 39759

PREAMBLE

STATE OF MISSISSIPPI



HOUSE RESOLUTION NO. 37

A RESOLUTION COMMENDING THE STARKVILLE, MISSISSIPPI-BASED COMPANY GLO AND ITS FOUNDERS, MS. ANNA BARKER AND MR. HAGAN WALKER, FOR GENERATING POSITIVE ATTENTION FOR THE STATE OF MISSISSIPPI THROUGH THEIR VISION, CREATIVITY, PHILANTHROPY AND COMMUNITY LEADERSHIP.

WHEREAS, founded in 2015, in Starkville, Mississippi, by Mississippi State University graduates Ms. Anna Barker and Mr. Hagan Walker, Glo creates products that spark imagination and fun by intersecting light, liquid and learning; and

WHEREAS, within a few years, Glo became a leading innovator in children's sensory toys with the introduction of Glo Pals light-up bath toys, which were inspired by a child with autism who overcame his fear of water with the help of Glo's light-up technology; and

WHEREAS, since 2015, Glo has sold more than 3 million products to customers in nearly 40 countries while donating a portion of profits to the Blair E. Batson Hospital for Children, a part of Children's of Mississippi in Jackson, Mississippi; and

WHEREAS, outstandingly, Glo has teamed with Sesame Workshop, the nonprofit media and educational organization behind Sesame Street, to introduce Glo Pals toys based on beloved Sesame Street characters Julia, a Muppet with autism, and the iconic Muppet, Elmo; and

WHEREAS, Julia and Elmo Glo Pals will debut in April 2021, during National Autism Acceptance Month as part of the "Sesame Street and Autism: See Amazing in All Children" initiative; and

WHEREAS, the new Sesame Street Glo Pals shine a colorful light on the legacy of Mississippi's own Jim Henson, whose beloved Muppets help fill the world with joy, laughter, compassion and a love for learning; and

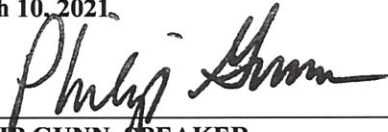
WHEREAS, Ms. Barker and Mr. Walker have chosen to invest in the future of Mississippi by growing their business in Starkville and contributing to downtown revitalization and the community's economic development and entrepreneurial growth, as they partnered in the renovation of the Rex Theater, a historic building in downtown Starkville that had stood dark and vacant for decades and now serves as headquarters for Glo; and

WHEREAS, it is the policy of the House of Representatives to honor Mississippians, such as Ms. Anna Barker and Mr. Hagan Walker, who are committed to improving the lives and health of children and families while helping build a brighter future for Mississippi:

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSE OF REPRESENTATIVES OF THE STATE OF MISSISSIPPI, That we do hereby commend the vision, creativity, philanthropy and community leadership of Glo, and its founders, Ms. Anna Barker and Mr. Hagan Walker, as they embark on an exciting new partnership with Sesame Workshop in April 2021, during National Autism Acceptance Month and wish them continued success in their entrepreneurial endeavors, as they help to improve the lives of families and children across Mississippi and beyond.

BE IT FURTHER RESOLVED, That copies of this resolution be furnished to Ms. Anna Barker and Mr. Hagan Walker, and to the members of the Capitol Press Corps.

**ADOPTED BY THE HOUSE OF REPRESENTATIVES
March 10, 2021,**



**PHILIP GUNN, SPEAKER
HOUSE OF REPRESENTATIVES**



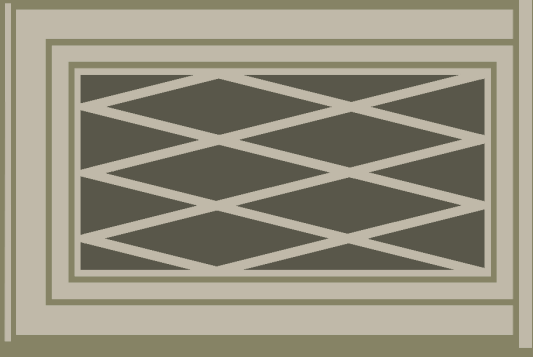
**LOYD B. (ROB) ROBERSON II, DISTRICT 43
HOUSE OF REPRESENTATIVES**





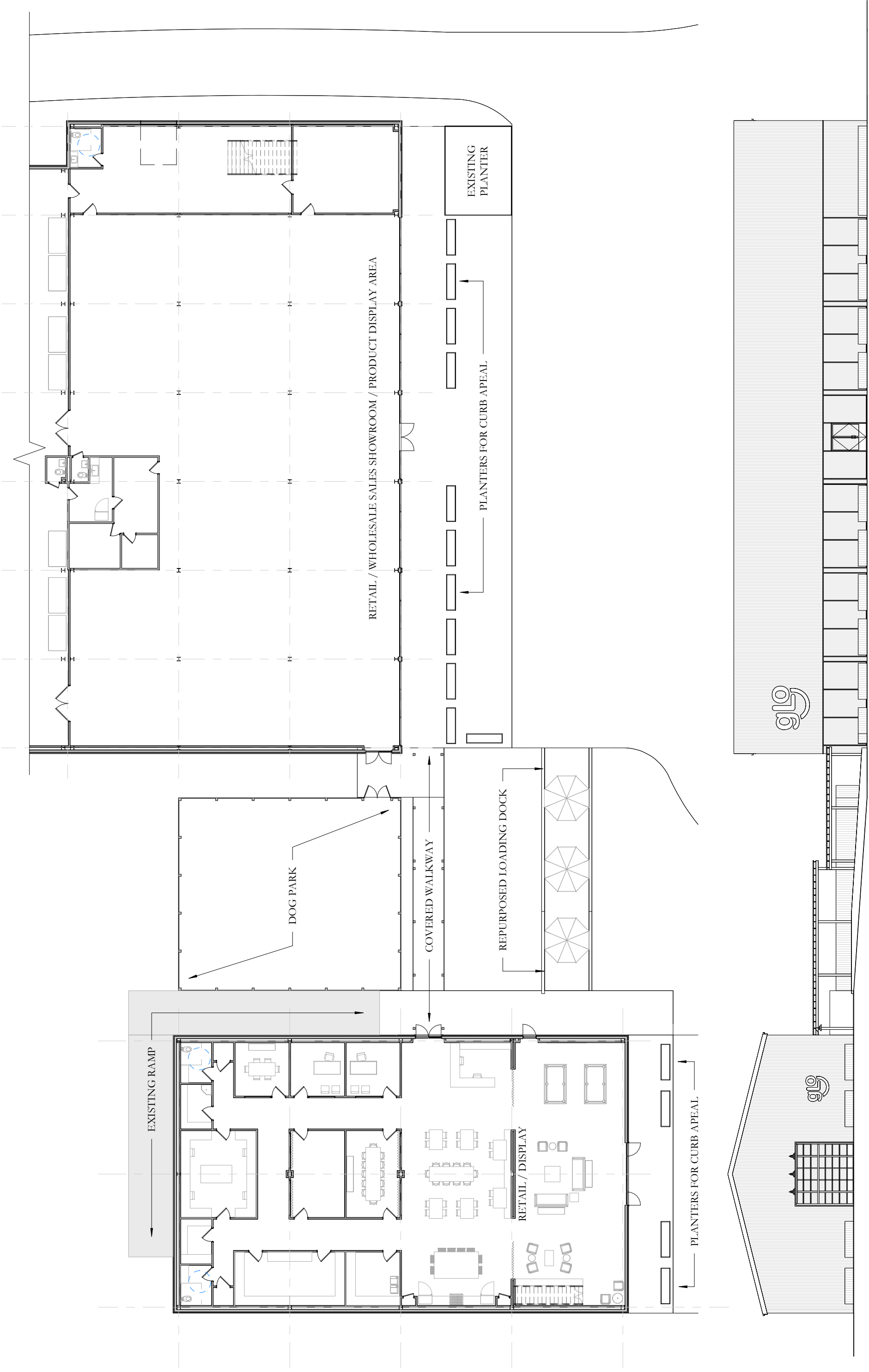


ATTACHMENT A



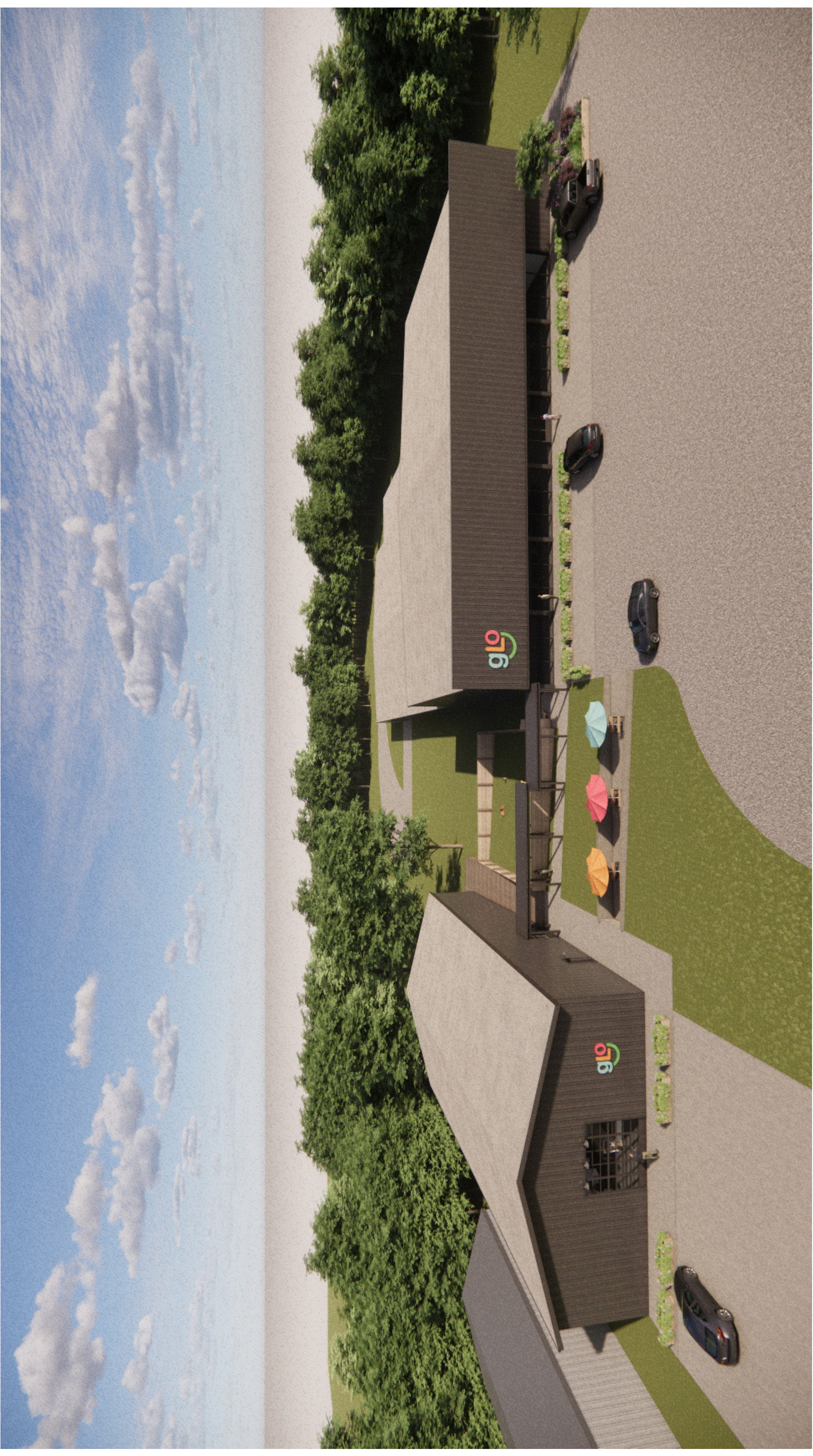
WADDELL & WILLCUTT

architecture + design



1 FRONT ELEVATION & SITE

1" = 20'-0"



Exterior Rendering



Exterior Rendering



Exterior Rendering



Exterior Rendering



Exterior Rendering



Exterior Rendering

ATTACHMENT B

Supplemental visual context showing building transformation - Primary



Stark Road – Primary Building (current)



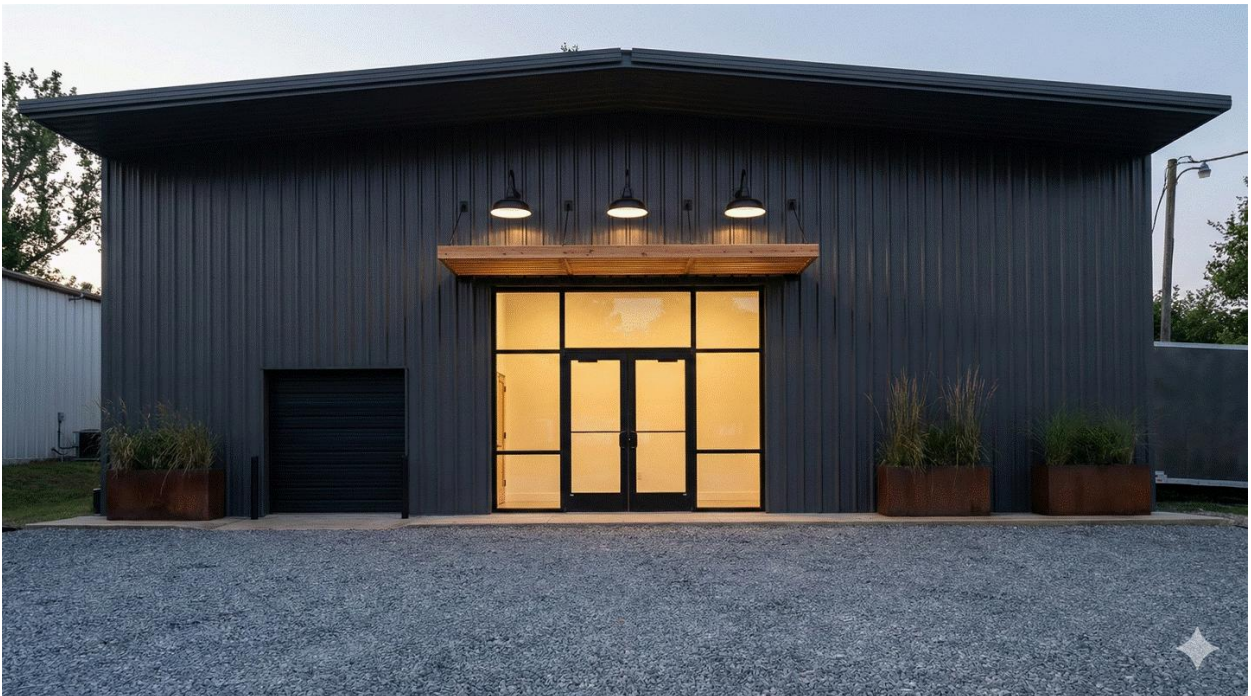
Stark Road – Primary Building (conceptual rendering)*

* Conceptual before/after comparison showing approximate visual improvement to building facade. Detailed architectural plans attached separately.

Supplemental visual context showing building transformation - Secondary



Stark Road – Secondary Building (current)



Stark Road – Secondary Building (conceptual rendering)*

* Conceptual before/after comparison showing approximate visual improvement to building facade. Detailed architectural plans attached separately.

F0070
Fee: \$ 25



Michael Watson
SECRETARY OF STATE

2025043773

Business ID: 1063277
Filed: 01/22/2025 02:04 PM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

Fictitious Business Name Registration

Business Information

Business ID: 1063277
Legal Name: Vibe, LLC
Business Type: Limited Liability Company

Fictitious Business Name Information

Fictitious Business Name: The Glo Companies
NAICS Code: 423920 - Toy and Hobby Goods and Supplies Merchant Wholesalers

Street Address(es) of Business Using Name

101 W Main Street
Starkville, MS 39759

Signature

The Applicant, through its undersigned authorized representative, is familiar with the provisions of Mississippi Code Annotated §75-93-1 et seq. and understands that filing this form creates no exclusive rights in or to the Fictitious Business Name which is the subject of this application as of this day **01/22/2025**.

Name:
Hagan Walker
President

Address:
101 W Main Street
Starkville, MS 39759



ATTACHMENT D



HAGAN WALKER
VIBE, LLC
101 W MAIN ST
STARKVILLE MS 39759-2822

Date: August 20, 2021
Letter ID: L0501859008

Enclosed is your Retail Sales Tax Permit.

Please examine the document to make sure that all information is correct. Display your permit in a prominent and conspicuous spot at the business.

You can view and reprint these permits on your TAP account. If you are not registered, go to www.dor.ms.gov and click on Taxpayer Access Point. From there, follow instructions to sign-up for online access.

If you have any questions, you may contact us at the number or address below.

Sincerely,

Tax Administrator

Enclosure: Permit

STATE OF MISSISSIPPI

RETAIL SALES TAX PERMIT

Issued To: HAGAN WALKER
VIBE, LLC
101 W MAIN ST
STARKVILLE MS 39759-2822

Permit Number: 200-07185-8
Sales Account: 1338-0384
Business Name: VIBE LLC

Permit Location:
101A W MAIN ST
STARKVILLE, MS 39759

This permit authorizes the holder to engage in the business of selling tangible personal property or performing services from the permit location.

The permit holder may purchase materials or services **for resale** exempt from tax. Purchases of property or services for the use by the permit holder are not exempt from tax.

This permit is issued as a privilege to operate the above named business in Mississippi. The condition of this privilege is that the holder must collect, report, and pay all taxes due by law. The permit holder is required to keep adequate records that are available for inspection by the Department of Revenue at any time.

This permit is not transferable. You must obtain a new permit if there is a change of ownership, location or business name.

The permit is issued in accordance with Title 27, Chapter 65, Mississippi Code of 1972 and is valid until cancelled or revoke for cause.

Letter ID: L0501859008

Date Issued: August 16, 2021

Issued By: _____



Chris Graham, Commissioner

NOT TRANSFERABLE

This permit shall not make lawful any act or thing declared to be unlawful by the State of Mississippi.



ATTACHMENT E

This License is Granted to:

VIBE, LLC
101 WEST MAIN ST
STARKVILLE MS 39759

Date Issued: 1/28/2025
Expires: 2/28/2026
Business License #: 1922
Class: RETAIL
Location: 101 WEST MAIN ST



5445 RETAIL MISCELLANEOUS

\$ 440.00

THIS LICENSE DOES NOT AUTHORIZE A BUSINESS TO CONFLICT WITH THE CITY ZONING ORDINANCES. THIS LICENSE SHALL NOT MAKE LAWFUL ANY ACT OR THING DECLARED TO BE UNLAWFUL BY THE STATE OF MISSISSIPPI.

Lesa Davis Hardin

AUTHORIZED SIGNATURE

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE, IS NON-TRANSFERABLE, NON-REFUNDABLE, GOOD AND USABLE ONLY BY PERSON TO WHOM ISSUED

DETACH OR FOLD ABOVE PRIOR TO POSTING THIS BUSINESS LICENSE

NON-TRANSFERABLE
NON-REFUNDABLE

Total Fees Paid \$ 440.00
Penalty Paid \$ 0.00

HAGAN WALKER
VIBE, LLC
101 WEST MAIN ST
STARKVILLE MS 39759

ATTACHMENT F

To Whom It May Concern:

I am writing to confirm the occupancy history of the building located at 1091 Stark Road, Starkville, Mississippi, which I own.

My son, Rick Underwood, operated Rick's Furniture from this location for many years. In January 2018, Vibe, LLC (operating as Glo or The Glo Companies) began using warehouse space in the rear portion of the building for product storage and distribution. At that time, Rick was Glo's landlord at their primary location at 419 E. Lampkin Street, and he permitted them to use the additional warehouse space at 1091 Stark Road as an extension of their existing lease arrangement.

Rick's Furniture continued to operate retail sales from the front portion of the building while Glo used the warehouse area in the back. This arrangement continued until Rick's Furniture ceased operations in 2020 due to the COVID-19 pandemic.

Glo has continuously used the warehouse portion of the building from January 2018 to present. In 2021, after Rick moved away and I took over management of the property, Glo and I entered into a formal written lease agreement for their continued use of the space. However, their occupancy and use of the building for warehousing and distribution began in January 2018 with our family's knowledge and permission.

Sincerely,



Barbara Underwood

Property Owner
1091 Stark Road
Starkville, MS 39759

Progressive Packaging, Inc.
CREDIT APPLICATION FOR A BUSINESS ACCOUNT

Title	CEO	Date business commenced	5/2015
Company name	VIBE	<input type="checkbox"/> Sole proprietorship	
Phone Fax	866-996-2156	<input type="checkbox"/> Partnership	
E-mail	hagan@getglo.com	<input checked="" type="checkbox"/> Corporation	
Registered company address City, State ZIP Code	419 E Lampkin Street Starkville, MS 39759	<input type="checkbox"/> Other	

BUSINESS AND CREDIT INFORMATION

City, State ZIP Code	Starkville, MS 39759	Bank name:	Rerasant Bank
How long at current address?	2 years	Primary business address City, State ZIP Code	419 E Lampkin Street Starkville, MS 39759
Phone	866-996-2156	Phone	80C-680-1601
Fax		Account number	084201294
E-mail	hagan@getglo.com	Type of account	<input type="checkbox"/> Savings <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Other

BUSINESS/TRADE REFERENCES

Company name	Renasant Bank	Phone	662-338-1214
Address	500 E Lampkin Street	Fax	
City, State ZIP Code	Starkville, MS 39759	E-mail	bjores@renasant.com
Type of account	Primary Banking	Other	
Company name	Kaplan Early Learning Co	Phone	33C-712-3469
Address	1310 Lewisville Clemmons Road	Fax	
City, State ZIP Code	Lewisville, NC 27023	E-mail	kbest@kaplanco.com
Type of account	Vendor	Other	
Company name	R&R Underwood Properties	Phone	662-418-7737
Address	1091 Stark Road	Fax	
City, State ZIP Code	Starkville, MS 39759	E-mail	
Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input checked="" type="checkbox"/> Other	Other	Warehouse Lease

AGREEMENT

- All invoices are to be paid 60 days from the date of the invoice.
- Claims arising from invoices must be made within seven working days.
- By submitting this application, you authorize Progressive Packaging, Inc. to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES

Signature	/Hagan D. Walker/	Signature	/Anna K. Barker/
Name and Title	Hagan D. Walker, CEO	Name and Title	Anna K. Barker, VP of Development
Date	8/21/2019	Date	8/21/2019





Fill out the form, select the "Submit Form" button at the bottom of the page.

Or fax completed form back to 678-686-5350

OFFICIAL SHOW CARRIER

Form must be accompanied by an AmericasMart Logistics credit card form

Inbound Order Form For The January 2019 Atlanta International Gift and Home Furnishings Market

- AmericasMart Logistics is the official transportation provider for The Atlanta International Gift and Home Furnishings Market. Exhibitors utilizing AmericasMart Logistics for their inbound shipping are entitled to waived drayage charges. To qualify for waived drayage charges, your shipment must be picked up by AmericasMart Logistics and delivered into the advanced warehouse between Nov. 12 and Dec. 21. We encourage you to ship early to ensure your shipment arrives on time. We recommend a pick up date no later than Dec. 14.
- The warehouse will be closed on weekends, November 22-23, December 24-25, January 1.

Exhibiting company name	Glo Pals	Contact name	Hagan Walker
Phone number	662-889-9051	Email address	hagan@getglo.com
Booth location (building#, floor#, booth#)	Bldg 3, Floor 5, Booth 712		

Requested pick up date	12/19/2018		
Address 1	1091 Stark Road		
Address 2			
Pick up city, state, zip code	Starkville, Mississippi, 39759		
Loading dock at pick up address	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Residential pick up address:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Lift gate service required at pick up	<input type="checkbox"/> Yes (Fee applies) <input checked="" type="checkbox"/> No		

Choose a delivery location	<input checked="" type="checkbox"/> Advanced warehouse – Must be received between Nov. 12 and Dec. 21
	<input type="checkbox"/> Show site building 1 – Must deliver on Jan. 3rd, 4th 7th or 8th
	<input type="checkbox"/> Show site building 2 – Must deliver on Jan. 3rd, 4th 7th or 8th
	<input type="checkbox"/> Show site building 3 – Must deliver on Jan. 3rd, 4th 7th or 8th

Choose a delivery service	<input checked="" type="checkbox"/> Standard deferred service – 3-5 days non-guaranteed
	<input type="checkbox"/> 2 day expedited – Guaranteed - Additional fees apply
	<input type="checkbox"/> 1 day expedited – Guaranteed - Additional fees apply

# of crates		DIMS. (LxWxH)		Weight	
# of pallets	1	DIMS. (LxWxH)	48x40x60	Weight	300
# of trunks/cases		DIMS. (LxWxH)		Weight	
# of rolled carpets		DIMS. (LxWxH)		Weight	
# of cartons		DIMS. (LxWxH)		Weight	
Other packaging		DIMS. (LxWxH)		Weight	
Total Weight					300

DECLARED VALUE – FEES APPLY - \$4.00 PER \$100 DECLARED **VALUE \$ 2500** **ADDITIONAL FEES \$ 100**

Special instructions: PICK UP FROM LOADING DOCK BEHIND RICK'S FURNITURE. CALL WHEN 30-60 MINUTES AWAY.

I agree to the terms and conditions of contract and understand that I will be charged based on the estimated weight and that I am subject to additional charges or a refund based on the actual weight of my shipment and/or any accessorial fees incurred.

Hagan Walker
Digitally signed by Hagan Walker
 DN: cn=Hagan Walker, o=Vibe, LLC,
 ou=Engineering, email=hagan@forpika.com,
 c=US
 Date: 2018.12.12 12:47:18 -0600

Hagan Walker
 Printed Name

Submit Form

AML USE ONLY	SV #:	Estimated weight:	Quote: \$
		Actual weight:	Actual cost: \$
		Accessorial fees: \$	Additional due: \$
		Declared value: \$	Total cost: \$

Vibe, LLC
 419 E Lampkin Street
 Starkville, MS 39759
 Phone: 8669962156

Purchase Order

Number: 021819

Date Issued: Feb 19 2019

Date Required: Apr 01 2019

To:
Dongguan Longstargift Co., Ltd. 11A1 Lucky Building Changan Dongguan, Guangdong 511700

Ship To:
Vibe, LLC 1091 Stark Road Starkville, Mississippi 39759

Ship Via:	Account No:	Terms:
EXW		

QTY	UoM	Item	Description	Unit Cost	Amount
23760	Each	GP-CARTON-YELLOW	Yellow Glo Pals Cubes	\$0.32	\$7603.20
71280	Each	GP-CARTON-GREEN	Green Glo Pals Cubes	\$0.32	\$22809.60
79200	Each	GP-CARTON-PURPLE	Purple Glo Pals Cubes	\$0.32	\$25344.00
59400	Each	GP-CARTON-RED	Red Glo Pals Cubes	\$0.32	\$19008.00
27720	Each	GP-CARTON-BLUE	Blue Glo Pals Cubes	\$0.32	\$8870.40
Total:					\$83635.20

Note:

 Authorized Signature



Commercial Account Application and Agreement

GENERAL BUSINESS INFORMATION

<input type="checkbox"/> New FedEx Customer	<input checked="" type="checkbox"/> Existing FedEx Customer	If Existing Customer, please provide Account No.
Legal Company Name VIBE		
Trade Names VIBE LLC		Number of Years in Business 3
Limitation of Liability: <input type="checkbox"/> Corporation/Listed Company/Multinational <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Company		
Business Registration Certificate No. and Expiry Date		Tax ID No. 47-3553814
Anticipated Freight Charges Per Month \$3,000	Anticipated Duty Charges Per Month \$500	Desired Credit Line \$10,000
Please indicate preferred payment method: <input checked="" type="checkbox"/> Electronic Funds Transfer <input type="checkbox"/> Check <input type="checkbox"/> Cash		
Please indicate whether you intend to participate in the following: <input checked="" type="checkbox"/> U.S. Customs Direct ACH <input checked="" type="checkbox"/> Direct Freight Payment		

CONTACT INFORMATION

Name Hagan Walker		Position/Department CEO	
Phone Number 662-889-9051		Fax Number N/A	
Address 419 E Lampkin Street			
City Starkville	State MS	Zip 39759	Email Address hagan@getglo.com
Have you, or a business controlled by you, ever declared bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

BANK REFERENCE (please provide a photocopy of most recent bank statement)

Name Renasant Bank		Account Number(s) 8011154230	
Address 550 E Lampkin Street		City/State/Zip Starkville, MS 39759	
Telephone 662-338-1214	Contact Person/Position Brad Jones		

COMMERCIAL TRADE REFERENCES (please include additional pages if needed)

Name Da Bomb Bath Fizzers		Account Number(s)	
Address 7476 West 78th Street		City/State/Zip Minneapolis, MN 55439	
Telephone 612-924-3499	Contact Person/Position Sarah Deime!		
Name Rick's Furniture		Account Number(s)	
Address 1091 Stark Road		City/State/Zip Starkville, MS 39759	
Telephone 662-418-7737	Contact Person/Position Rick Underwood		


Applicant authorizes FedEx Trade Networks Transport & Brokerage, Inc. (hereinafter "FedEx Trade Networks") to contact their bank and trade references in order to establish the creditworthiness of the applicant. It is the applicant's responsibility to contact bank and trade references and authorize the release of credit information by telephone.

By signing this commercial account application and agreement, you agree to pay for FedEx Trade Networks services and anticipated advances in accordance with this agreement. Applicant agrees to pay the total shown on FedEx Trade Networks invoice upon receipt. If any payment is not made timely by Applicant, any other unpaid accounts with FedEx Trade Networks may, at its option, be declared and become fully due and payable immediately. Unpaid balances will be deemed delinquent 15 days after date of invoice and may be subject to interest at 15%, or the maximum rate allowed by law, whichever is lower.

Full disclosure and complete information is required or processing will be delayed and/or credit may be denied.

For credit with FedEx Trade Networks, please provide the following: 1. Dun & Bradstreet Number 2. Photocopy of current audited financial statement 3. Photocopy of most recent bank statement	Send completed application and other material to: FedEx Trade Networks Transport & Brokerage, Inc. ATTN: Finance Department Fax: 1.716.879.1130	Questions? 1.800.249.2953
--	--	---------------------------

By signing this document, you agree to FedEx Trade Networks Terms and Conditions found at ftn.fedex.com which are incorporated herein by reference. FedEx Trade Networks reserves the right to revise these terms and conditions at any time without notice. See ftn.fedex.com for current terms.

Hagan Walker Authorized Company Representative (Please print)	CEO Title
 Authorized Company Signature	6/13/2018 Date

Digitally signed by Hagan Walker
DN: cn=Hagan Walker, o=Vibe, LLC, ou=Engineering,
email=hagan@getdrinks.com, c=US
Date: 2016.06.13 09:48:36 -05'00'

Geo-Tagged Photos from 1091 Stark Road (2018 and 2019)

AMERITT 043 1854968

AMERITT BILL OF LADING - Original-Not Negotiable

Customer B/L Copy OUR DRIVING FORCE IS PEOPLE
 This shipment is subject exclusively to the Uniform Bill of Lading, its legally limitations, and all other applicable provisions of this carrier's individual and collective tariffs, including current tariff 100.

5 Neal Street • P.O. Box 3145 • Cookeville, TN 38502-3145
 1-800-AVERITT (1-800-283-7488) • www.averittpart.com

THE POWER OF ONE One Contact. Many Services. One Invoice. Zero Problems.

SHIPPER
 Name: VIBE LLC (GLO PALS)
 Address: 1091 STARK ROAD
 City: STARKVILLE State: MS ZIP: 39759
 Country: United States Customer No.:

CONSIGNEE
 Name: CRACKER BARREL
 Address: 900 HUTCHINSON PLACE
 City: LEBANON State: TN ZIP: 37090
 Country: United States Telephone: 615-443-9633

BILL-TO
 Name: Cracker Barrel Old Country Sto
 Address: C/O Williams and Associates
 405 East 78th Street
 City: BLOOMINGTON State: MN ZIP: 55420
 Country: United States

TERMS
 FREIGHT CHARGES:
 Prepaid Collect
 Freight Prepaid unless Collect box is marked

GUARANTEE
 Standard LTL Guarantee*
 *Additional charges shall apply

C.O.D.
 COD AMT. \$ _____ Cash or Certified Funds (CCR)
 COD Fee: PPD Collect Customer Check (CCA)
 Remit to: _____
 Street: _____
 City: _____ State: _____ ZIP: _____

Shipper's Reference No. _____ Shipment ID# 1024044
 Consignee's Reference/PO No. 415582

ALWAYS LIST HAZARDOUS MATERIALS FIRST IN DESCRIPTION OF ARTICLES COLUMN

No. of Pieces	HM *	(Kind of Package) Description of Articles, Special Marks and Exceptions (Subject to Correction)	NMFC#	CLASS Subject to Correction	Weight Subject to Correction
2		SK-GLO PALS SENSORY TOYS	-	65	1200

Shipper Entered BOL

TOTAL: 2 ADDITIONAL SHIPMENT INFORMATION: Must Deliver On or Before 02/28/2019

ACCESSORIALS: TOTAL: 2400

* Mark X to designate Hazardous Materials as defined in DOT Regulations

Declared Excess Value WARNING: Additional and/or Maximum Liability Limitations or other restrictions may supersede declared value or excess value request. Refer to AVRT 100 rules tariff for further details.

NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed property as follows. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

NOTE: (2) Liability Limitation for loss or damage on this shipment may be applicable. See USC Section 14(c)(1)(A) and (B).

NOTE: (3) RECEIVED and mutually agreed by the Shipper, his assigns and any additional party with an interest to any of said property hereto and by the Carrier of all of any of said property over all or any portion of said route to destination. This every service to be performed hereunder shall be subject to the National Motor Freight Classifications (NMF 100 Series) including the Rules, packaging, the Uniform Bill of Lading Terms and Conditions, applicable regulations of the US Department of Transportation (DOT), Carrier's Rules Tariff - AVRT 100 Series. Carriers pricing schedules, terms and conditions, and rules maintained at Carrier's general offices all of which are in effect as of the date of issue of the Bill of Lading. Carrier's rules tariff is made publicly available at www.AverittExpress.com/ResourceCenter. **This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.** Shipper further certifies that the consigned merchandise is properly weighted, destined as indicated, in apparent good order except as noted (contents and conditions of contents of packages unknown), and in proper condition for transportation according to the DOT and NMF 100 Series. The shipper hereby certifies that he is familiar with all terms and conditions of contents of said Bill of Lading, including those terms and conditions on the back hereof, and that said terms and conditions are agreed to by the shipper and accepted for himself and his assigns. Carrier (Carrier defined throughout this contract as meaning any person or corporation in possession of the property whose this contract) agrees to carry to said destination, if on its route, or otherwise to deliver to another carrier on the route to said destination. Carrier liability shall be not exceeded the limitation of liability or the relevant valuation in the current AVRT 100 Rules Tariff or NMF 100 with the lowest valuation being applicable. To receive valuation in excess of the maximum liability per pound up to \$100,000 per commodity, shipper total dollar amount of valuation in Note 1 above. The party responsible for payment of the freight charges will be responsible for excess valuation. In no event shall Carrier be liable for loss of profit, income, interest, attorney fees, or any

NOTE: (4) Commodities requiring special or additional care or attention in handling or storing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec 2(e) of NMFC item 360.

FOR FREIGHT COLLECT SHIPMENTS: If this shipment is to be delivered to the consignee, without recourse to the consignor, the consignor shall sign the following statement. The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor _____

DATE 2/20/19 PICKUP TIME 16:17

SHIPPER SIGNATURE _____

CARRIER SIGNATURE _____

DATE 2-21-19 No. OF HANDLING UNITS 254
 (If over 25 units, use Tally on back of Part 2.)

Averitt Original PT-F0011 Rev. 12/16
 page 1 of 1

February 20, 2019



February 8, 2019



February 21, 2019



January 2, 2018



September 10, 2018

ATTACHMENT G



January 30th, 2026

Subject: Semi-Truck Traffic Volume Summary — 1091 Stark Road

To Whom It May Concern:

This letter provides historical traffic data and forward-looking estimates demonstrating that operations at 1091 Stark Road generate minimal and stable semi-truck traffic, with no material increase anticipated based on current operations and foreseeable business needs. The Glo Companies operates a warehousing and light fulfillment facility at 1091 Stark Road. The purpose of this correspondence is to address questions related to dry van (semi-truck) traffic volume associated with the site.

Historical Traffic Volume

Semi-truck traffic at this location is limited in frequency and has remained consistent year over year. Based on operational records, total annual dry van activity is summarized below:

<i>Year</i>	<i>Incoming</i>	<i>Outgoing</i>	<i>Total</i>
2024	11	10	21
2025	14	12	26
2026	16	13	29 (est.)

This reflects an average of **approximately two to three semi-truck movements per month**.

Operational Characteristics

Inbound deliveries consist of standard dry van containers associated with international imports. Approximately 70% of inbound containers are 20-foot units, with the remaining shipments utilizing 40-foot containers.

Deliveries are handled efficiently and within short timeframes. **Inbound containers are typically unloaded within one to two hours**, as required under standard carrier agreements. These time constraints are required to avoid demurrage fees, thus creating a business motivation to minimize unloads.

Outbound dry van shipments are limited in scale, generally consisting of one to four pallets, and are typically loaded and released within **approximately 20 minutes**. At no time does the facility experience truck staging or queuing, and such an event would be extraordinary circumstance.

Future Traffic Expectations

Growth at the Starkville facility is expected to occur primarily through small-parcel e-commerce shipments handled by carriers such as UPS, FedEx, and DHL. Due to the company's current supply-chain structure — including direct shipments from overseas manufacturers to third-party fulfillment centers — no material increase in dry van traffic is anticipated over a five-year planning horizon, based on current operations and foreseeable business needs.

Summary

- Semi-truck traffic volume is low and infrequent
- Truck presence on site is short in duration
- Activity levels have remained stable year over year
- No meaningful increase in semi-truck traffic is anticipated under current operating conditions

This letter is provided for informational purposes only to describe typical operating conditions. If additional clarification or documentation is needed, I would be happy to provide it.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Alan Hill'.

Eric Alan Hill
Chief Operating Officer
The Glo Companies

38. DISCUSSION AND CONSIDERATION OF LW 26-01 A REQUEST FOR LANDSCAPE WAIVER AT 701 LOUISVILLE STREET IN A C ZONING DISTRICT.

Community Planner Daniel Havelin presented LW 26-01 a request for Landscape Waiver at 701 Louisville Street in a C zoning district.

The applicant, Roddy Rumbley on behalf of 5 Minute Express Starkville, LLC, is requesting approval of a Landscape Waiver to allow the removal of one protected 48-inch maple tree located (attachment 5) within the tree protection area at 701 Louisville Street in a C zoning district with the property #102G-00-036.00. Section 16.7 of the Unified Development Code (UDC) requires approval by the Board of Aldermen to remove any canopy tree with a diameter at breast height (DBH) of thirty (30) inches or greater located within the tree protection area.

The property is proposed to be redeveloped as a carwash facility. Vehicular access to the site is governed by Mississippi Department of Transportation (MDOT) requirements and the City's access management policy. Because access to Highway 12 is not permitted, site access is proposed from Louisville Street. The Development Review Committee (DRC) reviewed the site layout and access configuration, and the submitted driveway alignment reflects DRC guidance along with applicable access, grading, and fire department requirements.

The submitted Tree Plan identifies fifty-eight (58) protected trees on the site, of which thirteen (13) are proposed for removal. Only one of these trees exceeds thirty (30) inches DBH—the 48-inch maple identified on the Demolition Plan as the object tree for the requested waiver. The site plan includes required tree protection fencing details, and protection zones must be installed prior to construction and maintained throughout site work.

Driveway grading necessary to meet the Fire Department's slope limitations results in disturbance within the critical root zone of the 48-inch maple. Based on the submitted plans, preserving the tree is not feasible with the approved driveway configuration. Staff reviewed the request under the Landscape Waiver criteria in Section 3.11.1 of the Unified Development Code and determined that the request is related to site-specific access and grading constraints and does not affect underlying zoning, permitted uses, or dimensional standards.

At the March 4, 2026, meeting of the Landscape Advisory Board, the Board voted unanimously to recommend approval of this request.

Alderman Vaughn asked about the cemetery location that was found on the property. Mr. Havelin showed on the map the location of the grave plots. Alderman Vaughn asked about the condition of the trees that are being requested to be removed. Mr. Havelin noted that if you removed any of the surrounding trees around the maple tree that could damage the tree as well. Mr. Havelin stated they would preserve as many trees on the lot as possible. Vice Mayor Perkins asked was his former colleague of Ward 4 sitting on the board when this decision was made. Mr. Havelin confirmed. Mayor Spruill noted that the wind from the Sunday night storm knocked down a cedar tree located on the property. Alderman Sistrunk noted that with this tree coming down there would be new landscaping and trees that will be planted.

Roddy Rumbley stated they are planning on getting started as soon as they can get a permit. Mr. Rumbley noted they are currently getting bids for a contractor for this project. He noted that this was the only location for access to this property, if they couldn't get approval they would be landlocked.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Vaughn, and adopted by the Board to approve of LW 26-01 a request for landscape waiver at 701 Louisville Street in a C zoning district. 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.

39. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of , March 12, 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	\$286,647.65
Restricted Police Fund	002	\$5587.60
Airport Fund	015	\$27,387.23
Sanitation / Environmental Services	022	\$57,713.10
Capital Projects Fund	300	\$46,190.13
G.O. Bond Fund	305	\$3500.00
Main Street Project	311	\$9,189.14
Parks Capital Project (2023)	312	\$3234.00



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

STAFF REPORT

To: Members of the Landscape Advisory Board
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 LW 26-01 a request for Landscape Waiver at 701 Louisville Street in a C zoning district
Date: March 4, 2026

The purpose of this report is to provide information regarding a Landscape Waiver request by Roddy Rumbley on behalf of 5 Minute Express Starkville, LLC. The applicant is requesting approval of Landscape Waiver to allow removal of one protected 48-inch maple tree located (attachment 5) within the tree protection area at 701 Louisville Street in a C zoning district with the property #102G-00-036.00.

Pursuant to Section 16.7 of the Unified Development Code (UDC), any canopy tree with a diameter at breast height (DBH) of thirty (30) inches or greater located within the tree protection area must be preserved unless removal is approved by the Mayor and Board of Aldermen. A Landscape Waiver in accordance with Section 3.11 is therefore required.

Please see attachments 1- 7.

BACKGROUND INFORMATION

The property is being redeveloped as a carwash facility. Vehicular access to the site is regulated by Mississippi Department of Transportation (MDOT) requirements and City access management standards. Access to Highway 12 is not permitted; therefore, access is proposed from Louisville Street.

Development Review Committee (DRC) reviewed the site layout and access configuration. The submitted driveway alignment reflects DRC review and applicable access, grading, and fire department requirements.

The submitted Tree Plan identifies fifty-eight (58) protected trees on the site. Thirteen (13) trees are proposed for removal. Of those thirteen (13), only one (1) tree exceeds thirty (30) inches DBH. The 48-inch maple tree is identified on the Demolition Plan (attachment 6) as the object tree for this waiver request.

The site plan package includes required tree protection fencing details and notes. Tree protection zones must be installed prior to commencement of construction and remain in place throughout site work.

The driveway grading required to meet the Fire Department's slope limitations results in disturbance within the critical root zone of the 48-inch maple (attachment 7). Based on the submitted plans, protection of the tree is not feasible with the approved driveway configuration.

Staff has reviewed the request in relation to the Landscape Waiver criteria outlined in Section 3.11.1 of the Unified Development Code. The request is associated with site-specific access and grading constraints and does not alter underlying zoning, use permissions, or dimensional standards.

The request is limited to removal of one protected tree with a diameter at breast height (DBH) of thirty (30) inches or greater and reflects the driveway configuration reviewed through the Development Review Committee process. To deviate from the tree protection requirements in Section 16.7 of the Unified Development Code, a Landscape Waiver is required in accordance with Section 3.11.

LANDSCAPE WAIVER REQUEST FROM

16.7.4 General Requirements

1. For existing lots, the building setbacks as required by zoning shall be used to determine the tree protection area. The tree protection area shall be equal to the building setbacks.
2. For subdivided lots, the building setbacks as required by zoning shall be used to determine the tree protection areas for the parent parcel that is to be subdivided. The tree protection area shall be equal to the front setback on the front and street side property line. The tree protection area shall be equal to the side setback on the side and rear property line. Newly created lots in the subdivision shall be restricted from removal of protected trees by the covenants of the subdivision and shall be excluded from the exceptions of Section 16.7.1(B).
3. A minimum of fifty percent (50%) of all existing canopy trees with a minimum diameter at breast height of ten (10) inches located within the tree protection area of a lot shall be preserved and protected.
4. Any canopy tree with a minimum diameter at breast height of thirty (30) inches located within the tree protection area of a lot shall be preserved and protected unless a tree removal permit is approved by the Board of Aldermen.
5. Any tree that is located within a tree protection area of a lot that is damaged to the extent that it creates a threat to the general health, safety, and welfare of the general public and/or an immediate threat to public or private property may be removed at the expense of the property owner at any time.
6. The contractor and City inspector shall meet on site to review and inspect tree protection devices, as designated in the Tree Protection Plan in the approved site plan. Upon a satisfactory inspection from city staff, land disturbance activities on the site may begin. The tree protection inspection may occur

simultaneously with the inspection of the land disturbance control measures as shown in Section 16.8.3 (C) and (D).

7. Any construction site operating under an approved site plan shall be subject to ongoing tree protection inspections by the City inspector. The city may at any time request additional or replacement tree protection measures for any measures that seem inadequate or non-functional.

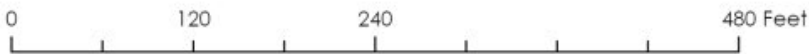
CRITERIA FOR LANDSCAPE WAIVER REVIEW AND APPROVAL (Section 3.11.1)

1. That special conditions and circumstances exist which are peculiar to the property involved, and the same conditions are not applicable to other properties in the surrounding area.
2. That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
3. That the hardship has not resulted from the actions of the applicant.
4. That granting the waiver requested will not confer on the applicant any special privilege that is denied by this Code to other properties in the same district.
5. That granting the waiver is the minimum waiver that will make possible the reasonable use of the property.
6. That the granting of the waiver will be in harmony with the general purpose and intent of this ordinance, and will not be injurious to surrounding areas or otherwise detrimental to the public welfare

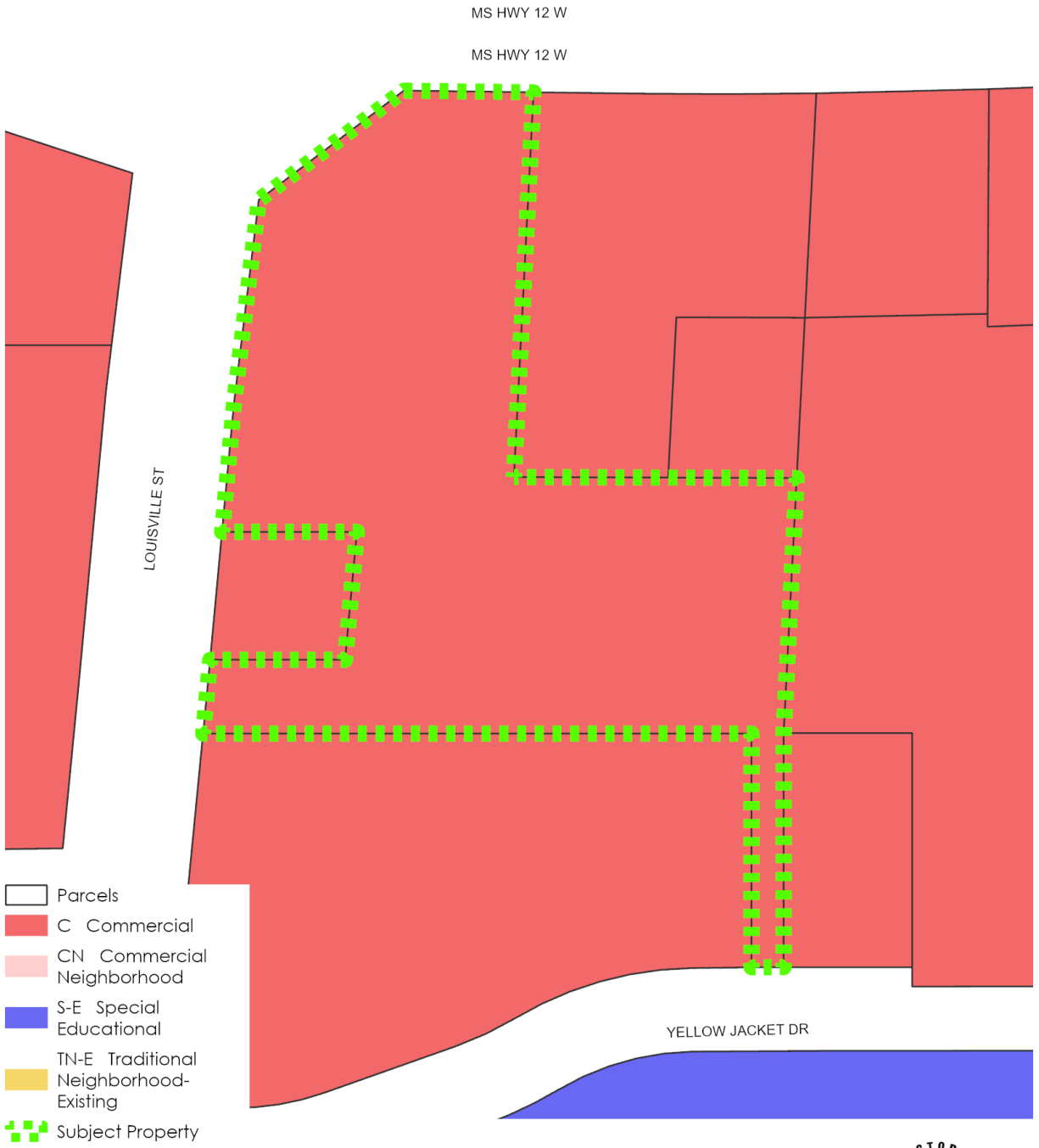
CONDITIONS OF APPROVAL

The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of a landscape waiver 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, and/or site. (Section 3.11.2.E).

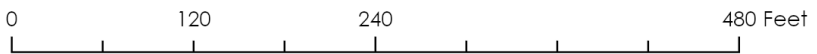
Attachment 1- LW 26-01 Aerial



Attachment 1- LW 26-01 Zoning



- Parcels
- C Commercial
- CN Commercial Neighborhood
- S-E Special Educational
- TN-E Traditional Neighborhood-Existing
- Subject Property



Attachment 3- Application and Applicant Statement

LANDSCAPE WAIVER APPLICATION
City of Starkville
110 West Main Street
Starkville, MS 39759
Ph: 662.323.2525
Email: buildingdept@cityofstarkville.org



APPLICANT'S INFORMATION

Name: Roddy Rumbley Phone: 601-757-7178
Company Name: 5 Five Minute Express Starkville, LLC
Email: roddyrumbley@gmail.com
Address: PO Box 1836 Madison, MS 39130

PROPERTY OWNER'S INFORMATION (IF NOT APPLICANT)

Name: Roddy Rumbley Phone: 601-757-7178
Email: roddyrumbley@gmail.com
Address: PO Box 1836 Madison, MS 39130

PROPERTY INFORMATION

Property Address: 701 Louisville Street, Starkville, Mississippi
Parcel Number: 102G-00-036.00 Current Zone District: Select One

PROJECT INFORMATION

Project Name: 5 Minute Express Carwash Starkville

Reason for Waiver:

This request is for the removal of a 48" maple tree that is in the building setback zone. Several different arrangements were made as to minimize damage to the subject tree and leave it in place.

A new driveway will be required to access the subject property. Due to MDOT regulations, access to Highway 12 is not possible. The proposed location is as far away from HWY 12 on Louisville Street and will serve the proposed business as well as the business located immediately south of the site.

The fire department requires less than a 7% grade on any new driveways which results in excavation to a depth that is requiring regrading of that will impact the root system of the subject tree and most likely will result in its demise.

Therefore, to meet the development requirements of the City of Starkville and Mississippi Department of Transportation, and to provide access to two businesses the subject tree will be required to be removed due to the damage to the root system that will occur due to required grading.

Applicant's Signature:
Date: 11/20/24

Property Owner's Signature:
Date: 11/20/24

Attachment 4- Pictures of Tree



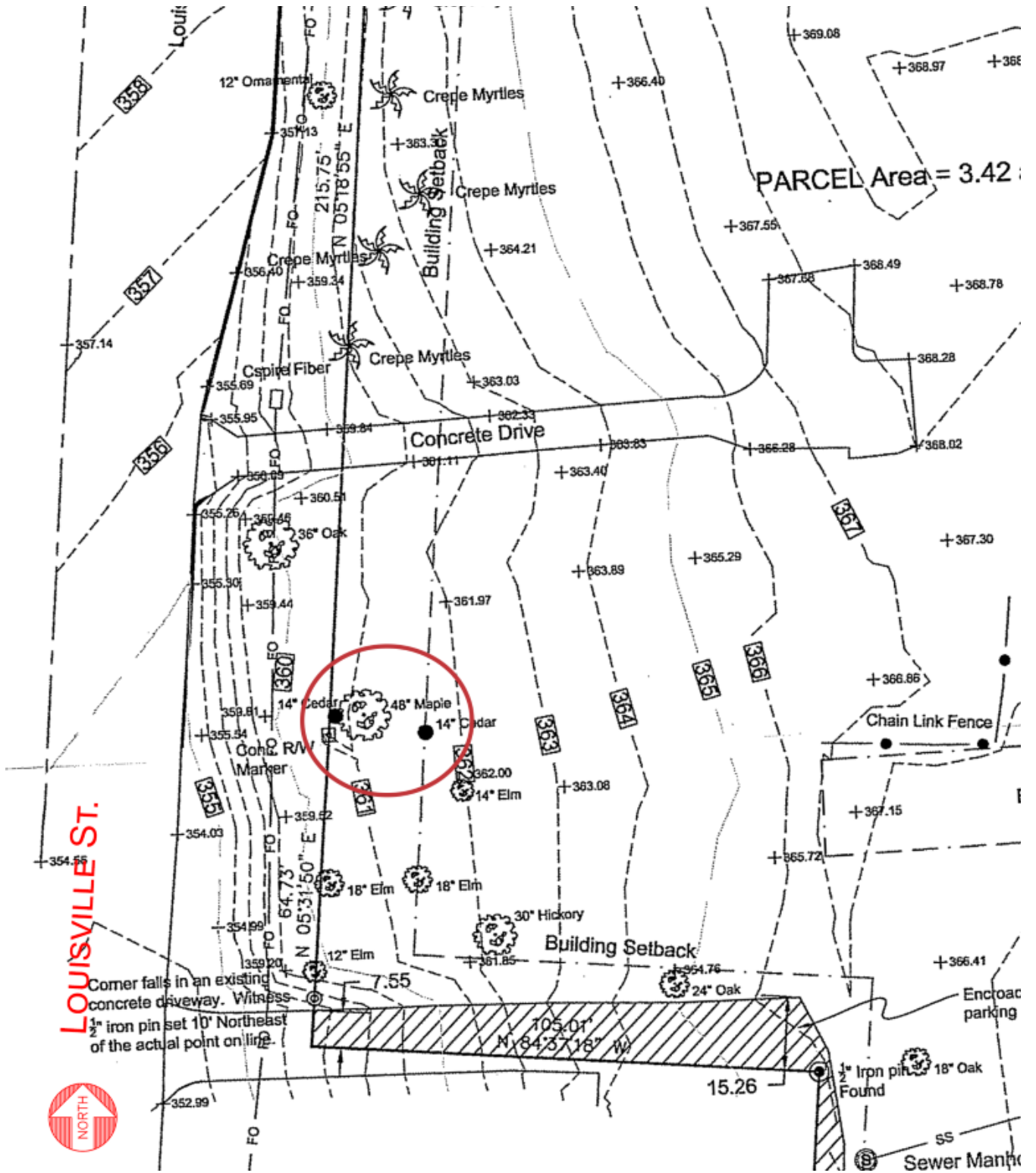
Subject Tree-48" Maple



Subject Tree-48" Maple

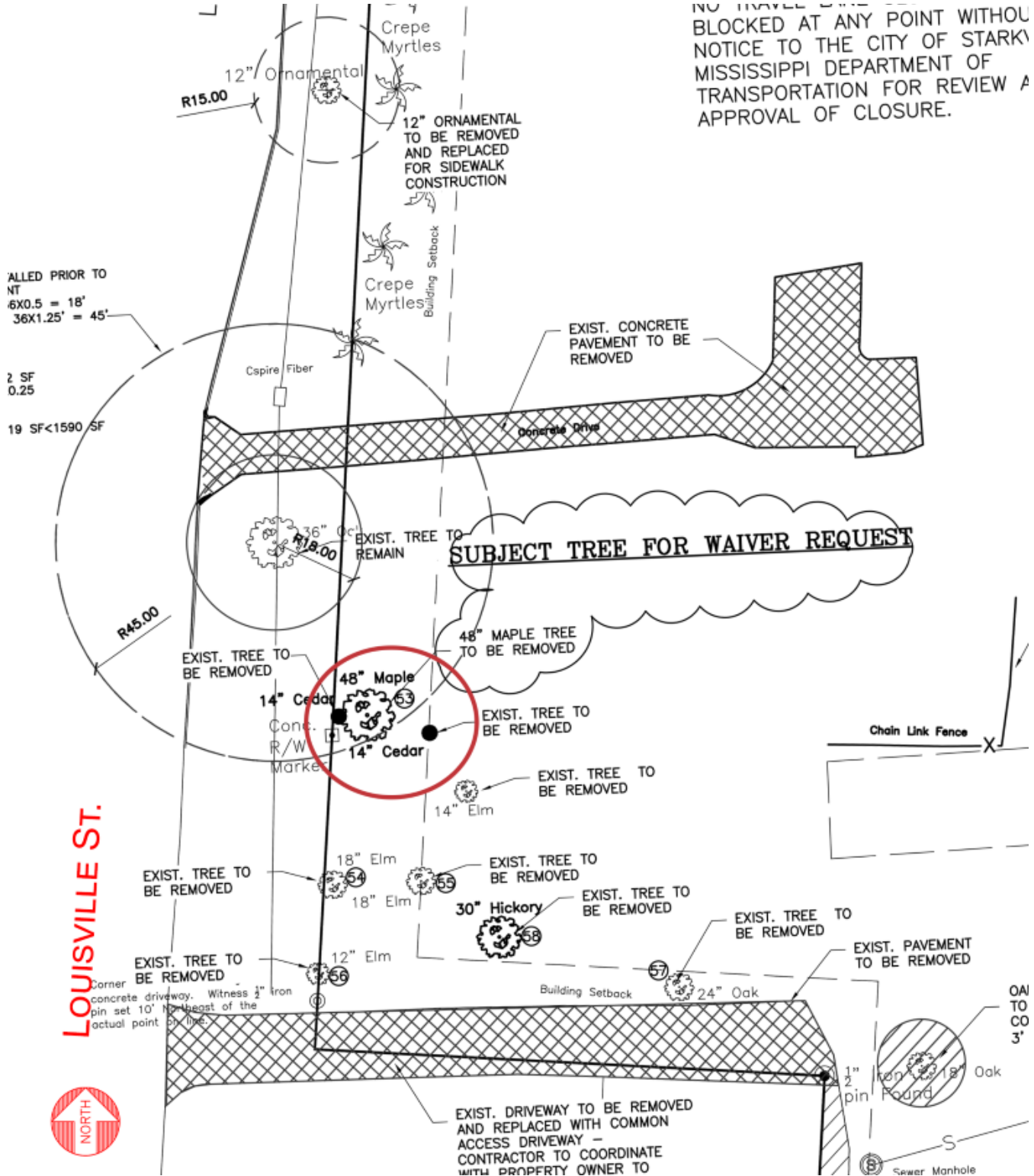


Attachment 5- Survey (cropped)



Attachment 6- Proposed Demolition Plan (cropped)

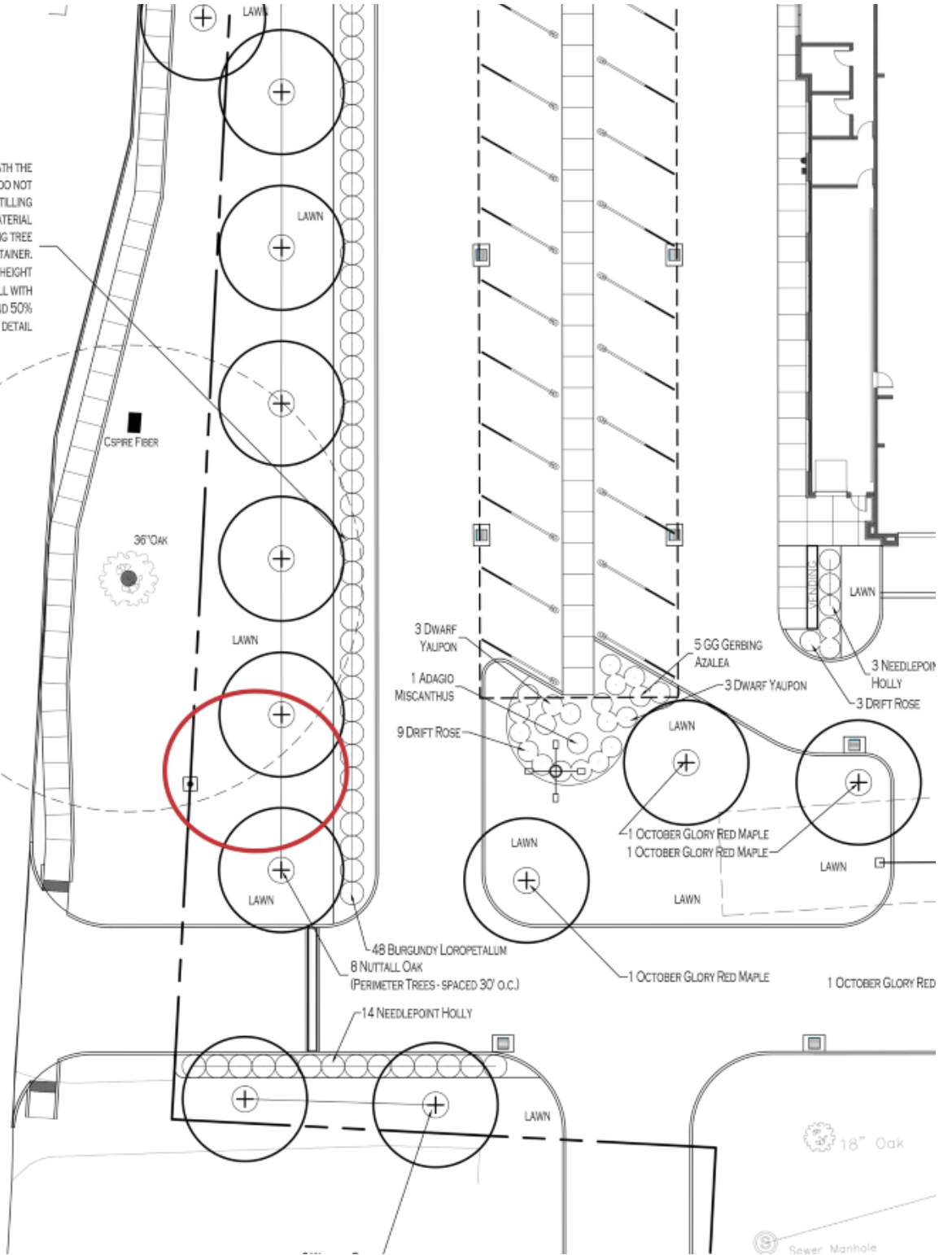
NO TRAVEL BE
 BLOCKED AT ANY POINT WITHOUT
 NOTICE TO THE CITY OF STARK
 MISSISSIPPI DEPARTMENT OF
 TRANSPORTATION FOR REVIEW &
 APPROVAL OF CLOSURE.



Attachment 7- Proposed Landscape Plan (cropped)

WHEN WORKING UNDERNEATH THE CANOPY OF EXISTING TREES - DO NOT DISTURB THE SOIL BY PREPARING/TILLING (STEAD "PIT PLANT" ANY PLANT MATERIAL WITHIN THE ROOT ZONE OF AN EXISTING TREE ISLE, TWICE THE WIDTH OF THE CONTAINER, UNDISTURBED SOIL (AT THE PROPER HEIGHT) IN THE DETAIL SHEET) AND BACKFILL WITH MIXTURE OF 50% EXISTING SOIL AND 50% ENDED SOIL AS OUTLINED IN PLANT DETAIL.

LOUISVILLE ST.



Spring/Hwy 12 Linkage Tap	313	\$19,762.60
Park And Rec Tourism	375	\$5,854.22
Starkville Utilities		\$319,348.59
Starkville Water		\$360,746.49
Payroll		\$1,133,230.32
Grand Total		\$2,278,391.07

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

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

41. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Vaughn offered a motion to go into Executive Session for the purpose of discussion of personnel matter. Following a second by Alderman Pochop, 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 matter. The Mayor and Board then went into Executive Session.

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

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

Alderman Kim Moreland Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman 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 came out of executive session and the Mayor invited the public back in.

43. MOTION TO ADJOURN UNTIL APRIL 7, 2026 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Pochop, duly seconded by Alderman Vaughn, for the Board of Aldermen to adjourn the meeting until April 7, 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 7th DAY OF APRIL, 2026.

Attest:

D. LYNN SPRUILL, MAYOR

JOANNA MCLAURIN, CITY CLERK