MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
April 7, 2026

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on April 7, 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. Mayor Spruill removed HR item 6 from the agenda and noted that the applicant for public hearing VA 26-01 has removed the request and the public hearing will move forward but not for Board consideration. Vice Mayor Perkins stated that it was always good to help sister town or City but asked if this was going to be a pattern going to help other municipalities. Mayor Spruill noted that it would not and that this was a request from Mayor Bean who reached out for help from several entities who were not able to help. 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 April 7, 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 REGULAR MEETING OF TUESDAY, April 7, 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 MARCH 13, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE MARCH 17, 2026, RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

- SECOND PUBLIC HEARING AND CONSIDERATION 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 NEAR REED ROAD AND PEOPLES STREET, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118K-00-037.00, AND 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 VA 26-01 A REQUEST FOR A VARIANCE FROM THE REQUIREMENT TO INSTALL AN AUTOMATIC FIRE SPRINKLER SYSTEM AT 106 DR MARTIN LUTHER KING JR DRIVE WEST IN A T-5C ZONING DISTRICT.PUBLIC HEARING AND CONSIDERATION OF VA 26-02

A REQUEST FOR A VARIANCE TO REDUCE THE FRONT YARD SETBACK FROM 25' TO 15' FOR LOT 217 OF THE COUNTRY CLUB ESTATES PHASE 3-E SUBDIVISION IN A SD-2 ZONING DISTRICT.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING ASSISTING THE TOWN OF STURGIS WITH A PROJECT TO REMOVE DAMAGED POWER POLES FROM A PUBLIC PARK USING THE CITY OF STARKVILLE UTILITIES TRUCK ASSETS AS AUTHORIZED BY MISS CODE § 17-5-15 (2024).

X. BOARD BUSINESS

A. CONSIDERATION OF APPLYING FOR A NATIONAL FITNESS CAMPAIGN FITNESS COURT GRANT.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE CLEARWATER CONSULTANTS, INC. WORK AUTHORIZATION NUMBER 26-02 FOR THE AIR CARE 3 EMERGENCY RESPONSE CENTER PROJECT AT GEORGE M. BRYAN FIELD.

2. REQUEST TO ADVERTISE FOR BIDS REGARDING THE FAA 2026 AIP RUNWAY AND TAXIWAY EXTENSION PROJECT PHASE 2 ON GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF A SPECIAL EVENT REQUEST BY ALDEN THORNHILL TO HOLD THE 2026 STARKVILLE DERBY ON APRIL 25, 2026, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

2. CONSIDERATION OF AUTHORIZING THE ACCEPTANCE OF THE MISSISSIPPI HILLS HERITAGE AREA ALLIANCE GRANT OF $20,000 WITH THE REQUIRED 1:1 LOCAL MATCH.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING TASK ORDER NO. 5 FOR NEEL SCHAFFER, INC. FOR THE FINAL DESIGN OF THE OLD WEST POINT BRIDGE REPLACEMENT IN AN HOURLY, NOT-TO-EXCEED AMOUNT OF $65,000.00.

2. CONSIDERATION OF ACCEPTING THE PUBLIC INFRASTRUCTURE OF MAGNOLIAS AT BENTBROOK SUBDIVISION.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 7, 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. REQUEST AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO AWARD THE STARKVILLE COMMERCIAL DISPATCH FOR PUBLICATION OF LEGAL NOTICES.

3. APPROVAL OF FISCAL YEAR 2026 BUDGET ADJUSTMENTS.

4. CONSIDERATION AND APPROVAL OF TWO RESOLUTIONS OF MAYOR AND BOARD OF ALDERMAN AUTHORIZING AND APPROVING EXECUTION OF TWO EQUIPMENT – LEASE PURCHASE AGREEMENTS WITH CADENCE EQUIPMENT FINANCE, A DIVISION OF THE HUNTINGTON NATIONAL BANK TO FINANCE TWO FRONT LOAD REFUSE TRUCKS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION TO DECLARE THE REPAIRS TO ENGINE 4 AS AN EMERGENCY UNDER MISSISSIPPI STATE STATUTE SECTION 31-7-13 AND APPROVE THE ADDITIONAL REPAIR COSTS ASSOCIATED WITH THE REPLACEMENT OF BRAKE SHOES AND DRUMS AT TAG TRUCK CENTER, AS NECESSARY TO RESTORE THE APPARATUS TO SAFE AND OPERATIONAL CONDITION. AT A COST OF $5,504.81.

2. REQUEST PERMISSION TO APPLY FOR 2026 FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT. THE AMOUNT OF THIS GRANT WILL

BE APPROXIMATELY $35,778.73. THE TURNOUTS WILL BE PURCHASED UPFRONT AND SFD WILL BE REIMBURSED 100%.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO PROMOTE ALEX BISHOP TO COMMERCIAL DRIVER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE DANIEL TRIPLETT AS FOREMAN I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE EDWARD COLE BUSH AS RESERVE POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE MICHAEL D. JONES AS AN ASSISTANT GENERAL MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE JARREICK JENKINS AND RYAN MINOR AS STREET MAINTENANCE WORKER I IN THE STREET DEPARTMENT.

6. CONSIDERATION OF THE DISCIPLINARY ACTIONS RECOMMENDED BY ENVIRONMENTAL SERVICES AND SANITATION DIRECTOR CHRIS SMILEY FOR A SANITATION WORKER I AS A RESULT OF I.A. #04072026.

7. REQUEST AUTHORIZATION TO HIRE JAVEON CRAIN AS A SANITATION WORKER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF THE PURCHASE OF ABNORMALAI EMAIL SECURITY SOFTWARE FOR THE LOWEST QUOTE OF $8,400 YEARLY.

I. PARKS

1. CONSIDERATION OF APPROVING CHANGE ORDER #2 FOR THE JL KING CULVERT REPLACEMENT PROJECT FOR AN INCREASE OF $65,513.08.

2. REQUEST AUTHORIZATION TO PURCHASE AND INSTALL VENT HOOD AND KITCHEN EQUIPMENT FROM JACKSON RESTAURANT SUPPLY WITH EQUIPMENT COST OF $29,655.20 AND INSTALLATION COST OF

$12,500.00 FOR A TOTAL OF $42,155.20 INCLUDING A DOWN PAYMENT OF $15,749.03 FOR CORNERSTONE CONCESSION STAND.

3. REQUEST AND CONSIDERATION TO APPROVE THE SOLE SOURCE SERVICE AGREEMENT WITH PERRY WEATHER FOR (2) FULL-SERVICE WEATHER SYSTEMS AT A PRO-RATED COST OF $1,136.44 FOR THE TIME OF MAY 1-JUNE 29, 2026. THIS AMOUNT PLUS SHIPPING COST OF $800 WILL TOTAL $1,936.44. BEGINNING JUNE 30, 2026, THE TOTAL FOR THE (2) ADDITIONAL UNITS WILL BE $6,800 ANNUALLY.

4. CONSIDERATION TO APPROVE THE LOWEST QUOTE OF 69,495.00 FROM WADE INCORPORATED FOR (5) COMMERCIAL GRADE MOWERS CONSISTING OF (4) 72" AND (1) 60" MOWER.

J. POLICE DEPARTMENT

1. POLICE

a. CONSIDERATION TO APPROVE THE LIST OF CITY OF STARKVILLE UNMARKED CARS FOR FISCAL YEAR 2026 UNDER SECTION 25-1-87

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL OF A PILOT AGREEMENT WITH THIRD EYE ENVIRONMENTAL SOLUTIONS GROUP FOR A CAMERA FOR THE SWEEPER TRUCK WITH COSTS TO BE REIMBURSED BY INGRAM EQUIPMENT COMPANY.

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF THE ACCEPTANCE OF THE AUDITED FINANCIAL STATEMENTS OF THE STARKVILLE UTILITIES - ELECTRIC DIVISION FOR THE TWELVE-MONTH PERIOD ENDED SEPTEMBER 30, 2025, AND THE YEAR ENDED SEPTEMBER 30, 2024, AS PRESENTED BY WATKINS, WARD & STAFFORD, CPAS, PLLC.

2. CONSIDERATION OF THE ACCEPTANCE OF THE MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT WITH BRISLIN, INC. FOR STARKVILLE UTILITIES OPERATIONS CENTER HVAC SERVICES FROM APRIL 1, 2026 TO MARCH 31, 2027.

3. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR CURRY STREET GENERATOR (MATERIAL ONLY).

4. REQUEST AUTHORIZATION TO ACCEPT THE EMERGENCY PURCHASE IN ACCORDANCE WITH MS STATE STATUTE 31-7-13 FROM BERRY ELECTRIC, LLC IN THE AMOUNT OF $8,200.00 FOR ELECTRICAL REPAIRS AND A TRANSFER SWITCH AT ACADEMY WELL.

5. REQUEST AUTHORIZATION TO EXECUTE THE MISSISSIPPI DEVELOPMENT AUTHORITY ENERGY & NATURAL RESOURCES DIVISION MISSISSIPPI 40101(D) GRID RESILIENCE GRANT PROGRAM SUBAWARD GRANT AGREEMENT.

6. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF $21,820.00 FOR MAINTENANCE OF ALTITUDE VALVES AT FOUR LOCATIONS: CURRY ST, SCALES ST, LOCKSLEY, AND AZALEA ST.

7. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BERRY ELECTRIC, LLC IN THE AMOUNT OF $32,500.00 FOR INSTALLATION OF MANUAL TRANSFER SWITCHES AT THE PARKDALE AND HENDERSON WELLS.

8. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM MYERS FENCE SALES, LLC IN THE AMOUNT OF $12,500 FOR A PERIMETER FENCE AT LOCKSLEY TANK.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL APRIL 21, 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 2-36:

2. **CONSIDERATION OF THE MINUTES OF THE MARCH 13, 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 April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the March 13, 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 17, 2026, RECESS 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 April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the March 17, 2026, recess meeting of the Mayor and Board of Aldermen of the City of Starkville" is enumerated, this consent item is thereby approved.

4. **CONSIDERATION OF APPROVING ASSISTING THE TOWN OF STURGIS WITH A PROJECT TO REMOVE DAMAGED POWER POLES FROM A PUBLIC PARK USING THE CITY OF STARKVILLE UTILITIES TRUCK ASSETS AS AUTHORIZED BY MISS CODE § 17-5-15 (2024).**

   Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of assisting the town of Sturgis with a project to remove damaged power poles from a public park using the city of Starkville Utilities truck assets as authorized by miss code § 17-5-15 (2024)" is enumerated, this consent item is thereby approved.

5. **CONSIDERATION OF APPLYING FOR A NATIONAL FITNESS CAMPAIGN FITNESS COURT GRANT.**

   Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of applying for a National Fitness Campaign Fitness Court Grant" is enumerated, this consent item is thereby approved.

6. **REQUEST APPROVAL OF THE CLEARWATER CONSULTANTS, INC. WORK AUTHORIZATION NUMBER 26-02 FOR THE AIR CARE 3 EMERGENCY RESPONSE CENTER PROJECT AT GEORGE M. BRYAN FIELD.**

   Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the Clearwater Consultants, Inc. work authorization number 26-02 for the Air care 3 Emergency Response Center Project at George M. Bryan Field" is enumerated, this consent item is thereby approved.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: April 7, 2026

SUBJECT: Request Approval of the Clearwater Consultants, Inc. Work Authorization Number 26-02 for the Air Care 3 Emergency Response Center Project at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: MDOT MM-0068-1325 Grant, MDOT SMIF 0068 0125 Grant, ARC MDA MS-22473-2025 Grant

FISCAL NOTE: Approved by the Airport Board on March 30, 2026.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: **Airport**

DIRECTOR'S AUTHORIZATION: Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 662/418-5900

SUGGESTED MOTION: Move to Approve the Clearwater Consultants, Inc. Work Authorization Number 26-02 for the Air Care 3 Emergency Response Center Project at George M. Bryan Field

EXHIBIT A

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI
WORK AUTHORIZATION Number 26-02

Air Care 3 Emergency Response Center

Funded by

MDOT Legacy Grant (MM-0068-1325)
MDOT SMIF Grant (SMIFA 0068 0125)
ARC Grant (MDA MS-22473-2025)

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 July 5, 2023.

Scope of Services

The Engineer shall provide Professional Services for the project which shall be comprised of a corporate hangar, apron and related improvements. 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 extend 30 days beyond final completion of the project.

Compensation

1. Basic Services:
   - (a) Preliminary Services — $ 12,500
   - (b) Survey, Design, Preparation of Construction Documents and Bidding — $ 96,300
   - (c) Contract Award, Administration & Construction Engineering — $ 86,150

2. Special Services: Budget for Special Services is as follows
   - (a) Cultural Resources Survey — $ 5,000
   - (b) Geotechnical Investigation — $ 6,500
   - (c) Materials & Construction Q/A Testing — $ 8,300

   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: April 8, 2026

Clearwater Consultants, Inc.

Carey Hardin, P.E., President

Date: April 8, 2026

EXHIBIT B – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI
WORK AUTHORIZATION Number 26-02

Air Care 3 Emergency Response Center

Funded by

MDOT Legacy Grant (MM-0068-1325)
MDOT SMIF Grant (SMIFA 0068 0125)
ARC Grant (MDA MS-22473-2025)

PROJECT DESCRIPTION:

The OWNER intends to construct a multi-purpose facility that will serve as a hangar for aircraft storage and maintenance, ramp area, crew quarters, storage space for a rapid emergency response vehicle and trailer and related improvements to George M. Bryan Field (hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

A. PROJECT DEVELOPMENT PHASE: After authorization to proceed the ENGINEER shall:

1. Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.

2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in Section II and act as OWNER'S representative in connection with such services. Assist the OWNER in contracting for such services.

3. Prepare preliminary designs necessary to determine the type, size, and scope of the improvement project based upon projected aviation activity and current airport standards.

4. Prepare preliminary statement of probable construction cost for the project.

5. Prepare applications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance.

6. Furnish copies of drawings, sketches, forms and reports as appropriate to the OWNER for submission to government agencies.

B. 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 reports as appropriate, determine the extent of the project. The most current

version of the following design criteria and standard, as well as other applicable standards will be used during the design of the PROJECT:

- 2021 International Building Code

1. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

2. 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.

3. Prepare final design detailed contract drawings, specifications and contract documents for the design alternative selected.

4. Submit appropriate documents to state and federal agencies for approvals and permits.

5. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.

C. 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.

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

1. Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.

2. 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.

3. Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 10 business days from receipt.

4. 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.

5. 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.

6. Advise the OWNER of needed special services (Section II) and assist the OWNER in the acquisition of such services as appropriate.

7. Check and certify the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.

8. 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.

9. 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.

10. If necessary, prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.

11. 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.

12. 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.

13. Record Drawing preparation.

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. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.

C. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.

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. Preparation of updates to the Airport Layout Plan as directed by the OWNER.

I. 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/Job Site 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

Project Manager	$ 175.00/Hour
Project Engineer III	$ 155.00/Hour
Project Engineer II	$ 135.00/Hour
Engineer Intern	$ 105.00/Hour
CAD Designer/Draftsman	$ 125.00/Hour
Field Technician III (RPR)	$ 105.00/Hour
Field Technician II (RPR)	$ 75.00/Hour
Clerical/Admin/Data Processing	$ 55.00/Hour

Travel	
Auto	$ 0.60/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.
Lodging & Meals	Actual Cost
Other Direct Expenses	Actual Cost + 15%

7. **REQUEST TO ADVERTISE FOR BIDS REGARDING THE FAA 2026 AIP RUNWAY AND TAXIWAY EXTENSION PROJECT PHASE 2 ON GEORGE M. BRYAN FIELD.**

   Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval to advertise for bids regarding the FAA 2026 AIP Runway and Taxiway extension project phase 2 on George M. Bryan Field" is enumerated, this consent item is thereby approved.

8. **DISCUSSION AND CONSIDERATION OF A SPECIAL EVENT REQUEST BY ALDEN THORNHILL TO HOLD THE 2026 STARKVILLE DERBY ON APRIL 25, 2026, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.**

   Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of a special event request by Alden Thornhill to hold the 2026 Starkville derby on April 25, 2026, and have city participation with in-kind services" is enumerated, this consent item is thereby approved.

9. **CONSIDERATION OF AUTHORIZING THE ACCEPTANCE OF THE MISSISSIPPI HILLS HERITAGE AREA ALLIANCE GRANT OF $20,000 WITH THE REQUIRED 1:1 LOCAL MATCH.**

   Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of authorizing the acceptance of the Mississippi Hills Heritage Area Alliance Grant of $20,000 with the required 1:1 local match" is enumerated, this consent item is thereby approved.

10. **CONSIDERATION OF APPROVING TASK ORDER NO. 5 FOR NEEL SCHAFFER, INC. FOR THE FINAL DESIGN OF THE OLD WEST POINT BRIDGE REPLACEMENT IN AN HOURLY, NOT-TO-EXCEED AMOUNT OF $65,000.00.**

    Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval task order no. 5 for Neel Schaffer, Inc. for the final design of the Old West Point Bridge Replacement in an hourly, not-to-exceed amount of $65,000.00" is enumerated, this consent item is thereby approved.

11. **CONSIDERATION OF ACCEPTING THE PUBLIC INFRASTRUCTURE OF MAGNOLIAS AT BENTBROOK SUBDIVISION.**

    Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of accepting the public infrastructure of Magnolias at Bentbrook Subdivision" is enumerated, this consent item is thereby approved.

SPECIAL EVENT APPLICATION

City of Starkville
110 West Main Street
Starkville, MS 39759
Ph:662.323.2525
Email: events@cityofstarkville.org

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

APPLICANT'S INFORMATION

Applicant's Name: Alden Thornhill

Applicant's Email: starkvillederby@gmail.com

EVENT INFORMATION

Event Name: The Starkville Derby

Is this a reoccurring event? ☐ Yes ☐ No

Organization's Name:

Organization Type? ☒ Non-Profit ☐ For Profit

Organization's Address: 510 Industrial Park Rd, Starkville, MS 39759

On-Site Contact Name: Alden Thornhill **Mobile Number:**

For non-profit organizations, the 501c3 Certificate is attached: ☐ Yes ☐ No

Event Type: *(select all that apply)* ☐ Walk/Run ☐ Procession ☐ Concert ☒ Street Closing Event ☒ Sale/Market ☐ If **Other Please Specify:**

Estimate the approximate expected attendance at the event: 50000
(Application Fee established in the Special Event Policy Section 1.3.1)

Event Start (from)	4/25/26 (date)	8 AM (time)	**(to)**	4/25/26 (date)	5 PM (time)
Event Setup and Takedown (from)	4/25/26 (date)	4 AM (time)	**(to)**	4/25/26 (date)	5PM (time)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request: ☒ Yes ☐ No

CITY SERVICES BEING REQUESTED AS PART OF THIS EVENT:

Police Department	Fire Department	Sanitation Department	Park and Rec Department	Utility Department	Street Department
☒ Yes ☐ No	☒ Yes ☐ No	☒ Trash Collection ☒ Street Sweeper ☒ Personnel ☐ Dumpster	☐ Personnel ☐ Facilities	☐ Electrical Service ☐ Hanging Banner ☐ Waste Disposal into Sanitary Sewer	☒ Placement of Bollards for a street closing

SIGNATURES FOR ALL THE REQUESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL *(OFFICIAL USE ONLY)*

SPD cost: $2,500.00 (signature) 1/15/26 (date)	**Sanitation Dept. cost:** $ 1200.00 (signature) 1-15-26 (date)	**Utility Dept. cost:** $ 250.00 + $0 1/15/26 (signature) 1/15/26 (date)
SFD cost: (signature) 1-15-26 (date)	**Park and Rec Dept. cost:** (signature) (date)	**Street Dept. cost:** 2500.00 (signature) 1/15/26 (date)

With my signature below, I am affirming that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy:

Applicant's Signature: _____ **Date:** 1/6/26

2026 Starkville Derby - Event Map

Food Trucks
10' x 20'

Race Intake
30' x 20'

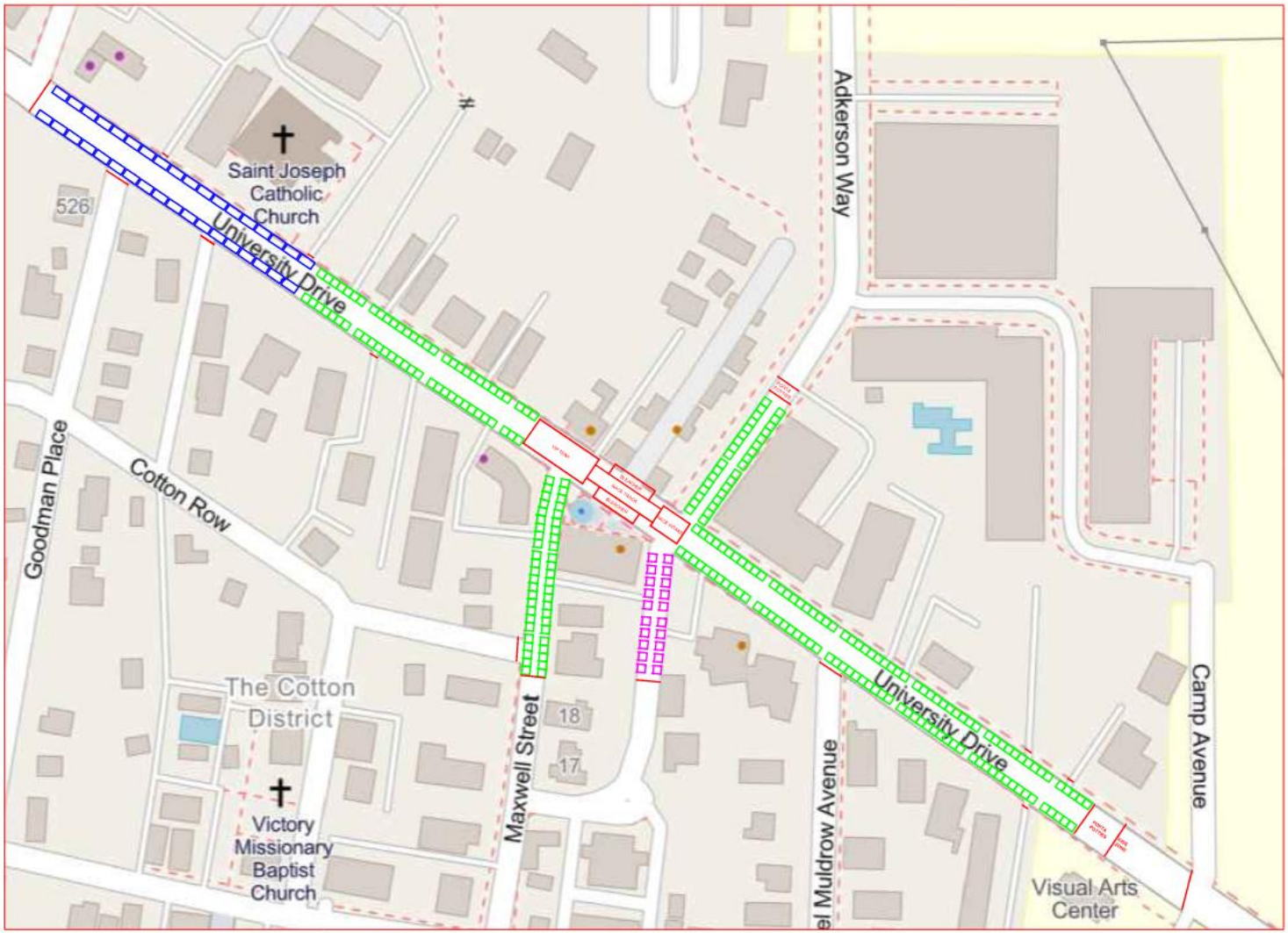
Race Track
100' x 20'

VIP Tent
90' x 40'

Artisan Vendors
10' x 10'

Tailgate Tents
10' x 10'

0 50'




BRUSH ARBOR

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

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

Brush Arbor Cemetery Project Budget

March 2026 Project Budget

Funding	
Mississippi Heritage Trust	$20,000.00
Local Match (100%)	$20,000.00
America250 Legacy Grant	$15,000.00
Local Match (100%)	$15,000.00
City Contribution	$82,209.86
Funding Total	**$152,209.86**

Expenses	
Construction	$132,356.40
CE&I	$13,235.64
Contingency (5%)	$6,617.82
Expense Total	**$152,209.86**

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

25068- Brush Arbor Cemetery Project Cost Estimate

Cost Estimate - 01/20/2026

Base Bid - Brick Pavers and 6' Sidewalk

Pay Item No.	Pay Item	Estimated Quantity	Unit	Estimated Unit Price	Extension
1	Saw Cut for Demolition, Full depth	8	LF	$ 40.00	$ 320.00
2	Removal of 2 Crape Myrtles	2	EA	$ 500.00	$ 1,000.00
3	Removal of Steps	1	LS	$ 400.00	$ 400.00
4	Clearing and Grubbing	1	LS	$ 1,500.00	$ 1,500.00
5	Size 610 Crushed Stone (6" Depth under Pedestrian Brick Pavers)	16	TON	$ 110.00	$ 1,760.00
6	6" Concrete Band	32	LF	$ 42.00	$ 1,344.00
7	Pedestrian Brick Pavers (Includes Compacted Subgrade, MDOT Type V Nonwoven Geotextile, Sand Setting Bed, and Polymeric Sand Compound)	400	SF	$ 65.00	$ 26,000.00
8	Removal of Concrete Sidewalk (All depths)	70	SY	$ 40.00	$ 2,800.00
9	Concrete Sidewalk, with Fiber Reinforcement	80	SY	$ 120.00	$ 9,600.00
10	18" Seatwall	134	LF	$ 400.00	$ 53,600.00
11	Relocation of Bench and Cemetary Sign	1	LS	$ 1,000.00	$ 1,000.00
12	Planting of 2 Silver Maple (Acer Saccharinum)	2	EA	$ 1,000.00	$ 2,000.00
13	Marble 4'x4' Ingraved Plaque	1	EA	$ 4,000.00	$ 4,000.00
14	Landscaping	1	LS	$ 15,000.00	$ 15,000.00
15	Mobilization (10%)	1	LS	$ 12,032.40	$ 12,032.40
				Base Bid Total =	$ 132,356.40

FY2026 Community Grant Contract Instructions

Dear Grantee,

Congratulations on successfully applying for funding through our 2026 Community Grant Program. We are excited about working with you on your project.

As previously noted, our grants are offered on a **reimbursable basis**: grantees execute their project and expend the entire project budget as specified in their approved grant application, then close out their grant and request reimbursement for half of eligible expenditures and documented in-kind contributions. *No funds are released in advance and no payments will be made before the grant is completed and successfully closed out.*

Required Documentation

The following documents should be submitted via email to grantinfo@mshills.org and must be received in order to execute your grant agreement:

1. For organizations which have not previously received an award from the Mississippi Hills Heritage Area Alliance (MHHAA): **a resolution or other document conferring legal authority on the signatory to bind the organization** (i.e., stating the person signing the contract is authorized to do so). For organizations that *have* previously received an award, this requirement also applies if a new officer or executive director will be signing the contract (someone for whom proof of signature authority has not been provided in the past).

2. **Certification of match:** this should include the form on the next page and a signed cover letter on official letterhead. The letter must certify that the matching contribution(s), whether in cash, in kind, or some combination of the two, is available to the grantee, and that it is necessary and directly attributable to the grant project. The letter should further certify that the contributions set forth on the attached form are true and correct, and that all matching funding is from a non-Federal source.

   You may copy and paste the following language onto your letterhead if you wish:

   > This letter certifies that the matching contribution(s)—cash, in kind, or some combination of the two: 1.) is available to our organization, and 2.) is necessary and directly attributable to the grant project. This letter further certifies that the contributions set forth on the attached form are true and correct, and that all matching funding is from a non-Federal source.

3. Completed **W-9** form.

4. If applicable, a copy of IRS letter granting tax-exempt status under Section **501(c)(3)** of the IRS Code.

5. If applicable, a copy of a current **Certification of Compliance** with the requirements of the Mississippi Secretary of State's office.

Once the necessary documentation has been received, MHHAA will issue your contract via email through **DocuSign**. You may request a blank copy of the contract to review in advance.

In the agreement, pay particular attention to **Section 17, "Liabilities, Insurance, and Indemnification" on page 7** for related requirements.

Needed Information

Please email the following information for inclusion in your grant contract:

- your organization's **Unique Entity Identifier** (UEI);

- the preferred **start date and end date** (month/day/year format) for your project. Your start date can be no earlier than March 18, 2026.

Please note: No expenses incurred, or in-kind donations obtained, prior to the date listed on your contract can be included as part of your grant unless approved in writing by MHHAA. See page 4 of this document for required grant documentation.

Deadline

All required documentation and needed information must be received by **April 30, 2026**.

Feel free to contact us with any questions you might have.

Sincerely,



Mary Cates Williams
Executive Director
Mississippi Hills Heritage Area Alliance

Identification of Matching Funds

Identify in the chart below all sources of matching funds, including in-kind contributions, indicating whether in-kind contributions are secured(S) or pending (P):

Source of Matching Funds, Contributions	Amount of Cash Contribution(s)	In-Kind Costs, Contributions	Total Project Contributions	In-Kind Status
Cemetery Fund	$20,000.00	$0.00	$20,000.00	S

NOTE: Matching funds must be at least 50% of the total project costs, and must be committed or secured for a grant agreement to be executed.

GRANT DOCUMENTATION / CLOSE-OUT CHECKLIST

Rev. 3/25/26

Grantees are required to retain the following documentation and provide copies of:

- cleared checks (front and back);
- all related purchase orders, invoices and receipts;
  - *Note: hotel expenses will be reimbursed at the standard government rate*
- documentation of in-kind goods and/or services—
  including *signed* volunteer time sheets, which should:
  - indicate date and time, hours worked, and location;
  - list duties/tasks performed;
  - be signed by the volunteer

  (Note: if you have not already done so, please consult with staff regarding allowable goods and/or services and appropriate dollar amounts.)
- any collateral or publicity materials;
- any products created as a result of the grant; and
- photos/video of project/event.

Please remember that your match for this grant cannot be used as a match for any other federal funds and that all financial records related to this grant must be kept readily available for inspection for no less than three years.

In order to close out your grant, you will need to complete our **Grant Closure Form** in editable .pdf format. Please email us when you are ready and we'll send this to you.

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
MAYORS OFFICE
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

April 8, 2026

Mississippi Hills Heritage Area Alliance
Attn: Mary Cates Williams, Executive Director
grantinfo@mshills.org

RE: Certification of Matching Funds – FY2026 Community Grant Program
Project: Brush Arbor Cemetery Project

Dear Ms. Williams:

This letter certifies that the matching contribution(s) cash, in-kind, or a combination of the two:

1. Are available to the City of Starkville.
2. Are necessary and directly attributable to the above-referenced grant project.

The City of Starkville hereby certifies that the required local match of $20,000.00 for the Mississippi Hills Heritage Area Alliance (MHHAA) FY2026 Community Grant has been secured through a combination of budgeted funds and/or eligible in-kind contributions.

The city further certifies that:

- All matching contributions identified in the attached documentation are true and correct.
- All matching funds are derived from non-federal sources.
- The matching contributions will be used solely for eligible project costs associated with the Brush Arbor Cemetery Project.
- The City will maintain appropriate documentation to support all cash and in-kind contributions in accordance with MHHAA requirements.

The City acknowledges that all matching funds must be expended and documented prior to reimbursement and that all grant-related records will be retained for audit and inspection in accordance with program guidelines.

If additional information is required, please do not hesitate to contact me.

Sincerely,

Mayor, Lynn Spruill
City of Starkville

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: April 7th, 2026

SUBJECT:
Consideration of approving Task Order No. 5 for Neel Schaffer, Inc. for the final design of the Old West Point Bridge Replacement in an hourly, not-to-exceed amount of $65,000.00.

AMOUNT & SOURCE OF FUNDING:
Capital Improvement Fund

FISCAL NOTE:

AUTHORIZATION HISTORY:
10-15-2024: Board of Aldermen approved entering into a master services agreement will Neel-Schaffer.
05-06-2025: Board of Aldermen approved Task Order No. 1 to assess bridge load rating.
09-02-2025: Board of Aldermen approved Task Order No. 3 for preliminary design.

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:
The drainage channel crossing Old West Point Road, located approximately 830 linear feet north of its intersection with Garrard Road, has experienced a failure of certain structural components. Neel Schaffer has completed preliminary design which included topographic surveying, hydraulic modeling, and preliminary structural design. The preliminary design recommends that this failing bridge be replaced with a double cell box culvert. The final design proposal includes surveying for additional required right of way, final structural and civil design, and environmental permitting.

The City has applied for congressional funds to assist in funding this project.

Project Cost Breakdown:

No.	Description	Cost
1	Bridge Load Rating Assessment (Complete)	$13,997.32
2	Preliminary Design (Complete)	$35,000.00
3	Final Design (Proposed)	$65,000.00
4	Bidding (Estimate)	$8,000.00
5	Construction (Estimate)	$1,100,000.00
6	Construction Administration & Inspection (Estimate)	$140,000.00
7	Contingency	$100,000.00
	Total Project Estimate =	**$1,461,997.32**

FOR MORE INFORMATION CONTACT:
Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org
Stephen Kachelman @ 662-323-2525 ext. 3111 or s.kachelman@cityofstarkville.org

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SUGGESTED MOTION:
Move to approve Task Order No. 5 for Neel Schaffer, Inc. for the final design of the Old West Point Bridge Replacement in an hourly, not-to-exceed amount of $65,000.00.

March 12, 2026

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

RE: STARKVILLE MASTER SERVICES AGREEMENT – TASK ORDER #5
OLD WEST POINT ROAD BRIDGE REPLACEMENT FINAL DESIGN PHASE

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 the following hourly, not-to-exceed fees:

FEMA/Environmental Permitting = $25,000
Final Design Engineering = $36,500
ROW Acquisition Survey = $3,500
Total Not-To-Exceed Fee = $65,000

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.

William Sanford, P.E.
VP, Engineer Manager

ACCEPTED: CITY OF STARKVILLE

BY: _____ **DATE:** 4/7/26

P: 662.268.7966 | F: 662.268.7961
101 West Lampkin Street
Starkville, MS 39759
www.neel-schaffer.com

NEEL-SCHAFFER
engineers | planners | surveyors | environmental scientists | landscape architects

EXHIBIT A
SCOPE OF SERVICES

Engineering Services for Old West Point Rd Bridge Replacement Final Design Phase
Services shall include the following work:

FEMA / Environmental Permitting:

- Neel-Schaffer will complete the required FEMA analysis, including:
  - Complete report on Flood History and Hydrologic Analysis from original FEMA model and LOMR
  - Final Hydraulic Analysis including Scour Conditions and FEMA Proposed Model
  - Final H&H report with required FEMA narrative
  - FEMA comparison tables and floodway analysis
  - FEMA No Rise Exhibits

- Neel-Schaffer will perform an Aquatic Resource Delineation consisting of, in general, field delineation, GIS mapping, and reporting. The field delineation will follow the requirements in the *U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual* and appropriate Regional Supplement. The delineation report will include maps and describe wetlands, streams, and other aquatic resources identified in the project area and will include supporting maps and representative site photographs.

- Neel-Schaffer will prepare a Section 404 U.S. Army Corps of Engineers (USACE) Permit Application (ENG Form 4345) for the referenced project area. The permit application includes project narrative, purpose and need, delineation results, and proposed impacts to aquatic resources. An ENG Form 4345 and all required attachments will be completed.
  - Neel-Schaffer will coordinate with the U.S. Fish and Wildlife Service (USFWS), Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP), and the Mississippi Department of Archives and History (MDAH) to determine whether any resources of concern occur within the project area and whether additional studies are required by the agencies. Any additional studies requested by the agencies are not included in this scope of work.
  - If substantial comments are received from the regulatory agencies that require additional studies, a supplemental scope and budget will be submitted for consideration.

Final Design Engineering:

- Neel-Schaffer will provide engineering design services for the development of final (100% design) plans for the proposed bridge replacement project. Plans will utilize survey conditions to detail the scope of the proposed improvements. Plans shall define layout, grading, drainage, paving, structural, and erosion control details.
- Neel-Schaffer will prepare an Opinion of Probable Cost for construction of the proposed bridge replacement.
- This scope of work and fee assumes the selected alternate of a 12'x12' double cell box culvert. It does not include a special design structure or a span bridge.

Right-of-Way Acquisition Survey:

- Neel-Schaffer, Inc. will conduct Class "B" Boundary Surveys, as defined by the Standards of Practice for Surveying in the State of Mississippi for a strip of land from the parcels lying adjacent to the project area for the purpose of right of way acquisition. We will make a cursory review of the land records of Oktibbeha County, Mississippi, 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. This scope includes a maximum of 4 surveys to be prepared for acquisition of right of way, one for each adjacent parcel. Plats and descriptions will be provided to include proposed right of way and/or any temporary construction easements.

EXCLUDED SERVICES

This scope of work does not include:

1. Geotechnical Investigation
2. Utility Location Services
3. Property Acquisition Services
4. T&E Species Survey or Biological Assessment (if required by USFWS)
5. Phase I Cultural Resources Survey (if required by MDAH)
6. Environmental Mitigation
7. Special Design Structure or Span Bridge Design
8. MDOT LPA Coordination
9. Bidding or Contracting Services
10. Construction Phase Services

If additional scope becomes necessary, ENGINEER shall present additional scope and fees to be performed, and we shall proceed with these additional services upon approval.

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.

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 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.

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

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.**

Survey Notes:

1. All private drainage & utility easements are granted to the HOA for drainage maintenance.
2. All private piping system ownership is of the HOA.
3. See Deed Book 2019 Page 3015 for a sewer easement from Magnolias at Bent Brook, LLC to the City of Starkville. The easement cannot be shown on this plat due to proposed manholes not being in place.
4. A sidewalk easement will exist on the South side of Yellow Jacket Drive. The sidewalk will be built parallel with Yellow Jacket Drive and the sidewalk easement will extend from the South side of the sidewalk to the South right of way of Yellow Jacket Drive.

- PRIVATE EASEMENT

0 25' 50'

MAP LEGEND:

MAN HOLE
FIRE HYDRANT
WATER VALVE
WATER METER
IRON PIN FOUND
IRON PIN SET
RIGHT-OF-WAY MARKER
EVERGREEN TREE
GRATE INLET
CLEANOUT
UTILITY POLE
ELECTRIC SERVICE
GUY ANCHOR
AREA LIGHT
PEDESTAL
GAS METER
SPOT ELEVATION
EXISTING CONTOUR
GRAVEL
CONCRETE PAVING
ASPHALT PAVING
HARDWOOD TREE
SANITARY SEWER LINE
STORM SEWER LINE
WATER LINE
OVERHEAD POWER
UNDERGROUND POWER
GAS LINE
UNDERGROUND TELEPHONE
OVERHEAD POWER & TELEPHONE



CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	2049.3'	N 53° 25' E	112.5'	112.5'
C2	132.4'	N 63° 56' E	45.3'	45.5'
C3	132.4'	S 84° 01' W	47.1'	47.3'
C4	34.0'	N 14° 59' E	13.7'	13.8'
C5	25.0'	S 82° 12' E	36.9'	40.0'
C6	50.0'	N 18° 10' W	31.2'	31.7'
C7	100.0'	N 18° 10' W	62.3'	63.4'
C8	25.0'	N 07° 48' E	34.8'	38.5'
C9	75.0'	S 18° 10' E	46.8'	47.6'

DEGREE OF CURVATURE = 76°24', TANGENT = 24.6'

CLIENT

MAGNOLIAS AT BENT BROOK, LLC

STARKVILLE, MISSISSIPPI

Property Description:

Being all of Lot #1 of Block #92 as shown on the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1982 Revision and being more particularly described as follows, to wit

Commencing at a one half Inch Iron pin found at the Southwest corner of said Lot #1 and use as the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run South 89 degrees 40 minutes West for a distance of 5.1 feet to a one half Inch Iron pin set on the East right of way of Bent Brook Lane; thence North 00 degrees 10 minutes West along said East right of way for a distance of 344.3 feet; thence North 04 degrees 37 minutes East along said East right of way for a distance of 12.5 feet to the beginning of a curve to the right having a radius of 34.0 feet and being subtended by a chord bearing of North 14 degrees 59 minutes East for a distance of 13.7 feet; thence along said curve and East right of way for an arc length of 13.8 feet to the beginning of a reverse curve to the left at the intersection of said East right of way with the South right of way of Yellow Jacket Drive, said curve having a radius of 2049.3 feet and being subtended by a chord bearing of North 53 degrees 28 minutes East for a distance of 115.3 feet; thence along said curve and South right of way for an arc length of 115.3 feet to a one half Inch Iron pin found; thence North 51 degrees 56 minutes East along the said South right of way for a distance of 456.9 feet to a one half Inch Iron pin found at the beginning of a curve to the right having a radius of 132.4 feet and being subtended by a chord bearing North 63 degrees 56 minutes East for a distance of 45.3 feet; thence along said curve and South right of way for an arc length 45.5 feet to a one half Inch Iron pin found; thence South 03 degrees 33 minutes West leaving said South right of way for a distance of 123.2 feet to a one half Inch pipe found; thence South 03 degrees 33 minutes West for a distance of 226.9 feet to a one half Inch Iron pin found; thence North 86 degrees 27 minutes West for a distance of 100.0 feet to a one half Inch pipe found; thence South 03 degrees 53 minutes West for a distance of 199.0 feet to a one half Inch Iron pin found; thence South 03 degrees 12 minutes West for a distance of 196.8 feet to a one half Inch Iron pin found; thence South 89 degrees 40 minutes West for a distance of 345.7 feet to the POINT OF BEGINNING. Said parcel being all of Lot #1 of Block #92 as shown on the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1982 Revision and contains 5.1 acres, plus or minus.

Less and except the following parcel being dedicated as public right of way:

Commencing at a one half Inch iron pin found at the Southwest corner of said Lot #1 and use as the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run thence North 89 degrees 40 minutes East for a distance of 210.0 feet to a one half inch iron pin set at the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run North for a distance of 463.6 feet to a one half inch iron pin set; thence North 36 degrees 20 minutes West for a distance of 52.7 feet to a one half inch Iron pin set on the South right of way of Yellow Jacket Drive; thence North 51 degrees 56 minutes East along said South right of way for a distance of 50.0 feet to a one half inch Iron pin set; thence South 36 degrees 20 minutes East leaving said South right of way for a distance of 70.6 feet to a one half inch iron pin set; thence South for a distance of 479.7 feet to a one half inch Iron pin set; thence South 89 degrees 40 minutes West for a distance of 50.0 feet to the POINT OF BEGINNING. Said parcel being dedicated for public right of way and contains 26,666.2 square feet, plus or minus.

CERTIFICATE OF DEDICATION

I, James Fowler, by signature of this statement, hereby dedicate the portions of the property described as "Right of Way Dedication" to the City of Starkville, Mississippi for public use.

12/2/19
Date of Execution

Signature

CERTIFICATE OF FINAL APPROVAL:

Pursuant to the City of Starkville, Mississippi, Subdivision Regulations, this document was given approval by the Starkville City Planning and Zoning Commission at a meeting held on this the 12 day of 11 20 19. All of the conditions on approval having been completed, this document is hereby accepted, and this certificate executed under authority of these regulations.

Fire Department — City Planner

Starkville Electric Department — City Engineer

Public Services Director

Pursuant to the Starkville, Mississippi, Subdivision Regulations, this document was given approval by the mayor and board of alderman at a meeting held on this the 19 day of 11 20 19. All of the conditions of approval having been completed, this document is hereby accepted, and this certificate executed under authority of these regulations, provided, however, this approval shall be invalid, null and void, unless this plat is filed with the chancery clerk within six months hereafter.

12/13/19
Date of Execution — Lynn Spruill, Mayor, City of Starkville, Mississippi

City Clerk

CERTIFICATE OF RECORDING:

This document was filed for record on this the 16th Dec day of, 2019, in Slide Number 7413

2019 16351

Signature — Clerk

Name

MY COMMISSION EXPIRES JAN. 2020

CERTIFICATE OF ENGINEERING ACCURACY:

I, _____, hereby certify that this plat correctly represents a survey made by me or under my supervision; that all monuments shown hereon actually exist and their location, size, type and material are correctly shown; and that all requirements of the Starkville, Mississippi Regulations have been fully complied with.

Date of Execution — Registered Professional Engineer No. _____, Mississippi

Surveyor's Note

This survey was performed based on evidence recovered on the ground by Pepper Surveying and Mapping, LLC and publicly recorded information found pertaining to this property. The locations of the boundary lines, easements, and rights of way are to the best of my knowledge and based on the evidence found. However, no title opinion was provided to Pepper Surveying and Mapping, LLC for the property shown on this plat. Should a title opinion be performed, other issues regarding this property may result.

Jason W. Pepper, P.L.S. PLS-02828

STATEMENT OF SURVEYING ACCURACY:

I, Jason W. Pepper, hereby state that this map correctly represents a survey completed by me or under my supervision; that all monuments shown hereon actually exist and their locations, size, type and material are correctly shown.

12-17-19
Date of Execution

Jason W. Pepper, P.L.S. No. 02828 Mississippi PLS-02828

SURVEYING STATEMENT:

I, Jason W. Pepper, hereby state that this map correctly represents a survey completed by me or under my supervision in October of 2019; and is a true and correct representation of the survey made on the ground; and that all monuments, which were found or placed on the property, are correctly described and located.

12-17-19
Date of Execution

Jason W. Pepper, P.L.S. No. 02828 Mississippi PLS-02828

STATEMENT OF COMPARISON:

We, Sharon Livingston, Chancery Clerk, and Jason W. Pepper, Professional Land Surveyor, do hereby state that we have carefully compared the original plat of Magnolias at Bent Brook made by said Jason W. Pepper with the duplicate thereof for filing in the Public Records of Oktibbeha County, Mississippi, and that this is an exact duplicate of the original survey and plat.

Witness our signatures this the 17th day of December 2019.

Sharon Livingston, Chancery Clerk — Jason W. Pepper, P.L.S.

MY COMMISSION EXPIRES JAN. 2020

CERTIFICATE OF OWNERSHIP:

I, James Fowler, in my capacity as Manager of Magnolias At Bent Brook, LLC, which is the owner of the real estate shown do hereby certify that we laid off platted and subdivided and do hereby lay off, plat and subdivide the real estate in accordance to the within plat.

OWNER:

Name and Title — 12/2/19 Date

CERTIFICATE OF MORTGAGE HOLDER:

I, Kevin Kinkade, in my capacity as 1st Vice President of Trustmark Bank, which is the lein holder of the real estate shown do hereby certify that we laid off platted and subdivided and do hereby lay off, plat and subdivide the real estate in accordance to the within plat.

MORTGAGE HOLDER:

Name and Title — 12-2-19 Date

State of MS
County of Madison

I, Ben Gaudet, Notary Public in and for said County, in said State, hereby certify that Kevin W. Kinkade, whose name appears on this document as Mortgage Holder, signed the foregoing voluntarily.

GIVEN under my hand and official seal this the 2nd day of December 2019.

Notary Public

BENJAMIN JOSEPH GAUDET NOTARY PUBLIC ID NO. 121194 MY COMMISSION EXPIRES OCT. 28, 2021 MADISON COUNTY, MISSISSIPPI

Pepper Surveying AND Mapping, LLC

BEARING BASIS: FOUND MONUMENTS
SWORN CREW MEMBER(S): JASON PEPPER, CHIP CARLEY & JACE HOBART
SCALE: 1" = 50'
CLASS OF SURVEY: "B"
FIELD DATA COLLECTED: 10/24/2019
DRAWING COMPLETED: 11/13/2019
ALL PINS SET ARE 0.5" DIA. BY 18" LONG REBAR

YELLOW JACKET DRIVE
REVISION NUMBER: 1
PROJECT NUMBER: 19-180-C
CONVERGENCE: N/A
FILE NAME: 19-180-FinalPlat v2
DRAWN BY: PBO/JWP
ONE CALL TICKET: N/A
SHEET: 1 of 1

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*MISSISSIPPI 811 PHONE: 1-800-227-6477
ORIGINAL COPIES ARE IN COLOR

FINAL SUBDIVISION PLAT

MAGNOLIAS AT BENT BROOK

STARKVILLE, MISSISSIPPI

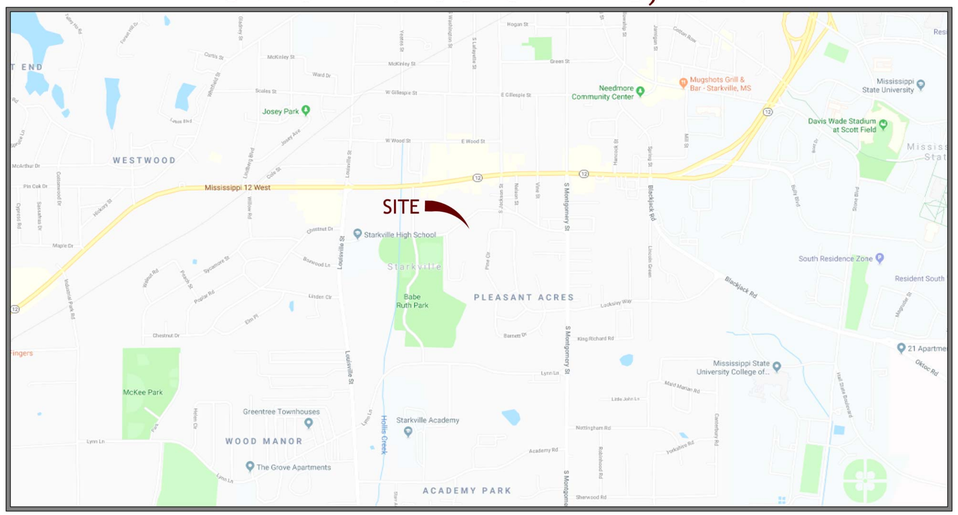
PEPPER SURVEYING & MAPPING
1085 H STARK ROAD
STARKVILLE, MS 39759
SHIPPING: 834 HWY 12W #180
PHONE AND FAX: 1-888-983-9063
www.peppersurveying.com

RECORD DRAWINGS

FOR

MAGNOLIAS AT BENTBROOK SUBDIVISION

PUBLISHED: OCTOBER 25, 2019



UTILITY OWNERS:

GAS:
ATMOS ENERGY
402 UNIVERSITY DR
STARKVILLE, MS 39759
(662)-323-2741

ELECTRICITY:
CITY OF STARKVILLE ELECTRIC DEPT. GENERAL
DELIVERY - MAIN ST. STARKVILLE, MS 39759
(662)-323-3133

WATER & SEWER:
CITY OF STARKVILLE
CURRY STREET
STARKVILLE, MS 39759
(662)-323-3505

CABLE:
METROCAST
P.O. BOX 1447
STARKVILLE, MS 39760-1447
300-1/2 S. JACKSON ST.
STARKVILLE, MS 39759
(662)-323-1615

TELEPHONE: AT&T
1-866-620-6000

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SHEET INDEX:

C-01 OF 7:	TITLE
C-02 OF 7:	TYPICAL ROADWAY SECTIONS
C-03 OF 7:	RECORD BENTBROOK DRIVE PLAN/PROFILE
C-04 OF 7:	RECORD PRIVATE ALLEY PLAN/PROFILE
C-05 OF 7:	RECORD UTILITY PLAN
C-06 OF 7:	RECORD SANITARY SEWER PROFILES
C-07 OF 7:	RECORD SANITARY SEWER PROFILE

OWNER/DEVELOPER:

MAGNOLIAS AT BENTBROOK, LLC

MADISON, MISSISSIPPI 39130

ENGINEER:

PEPPER ✦ WOOTEN
ENGINEERING SURVEYING PLANNING DESIGN
& ASSOCIATES, LLC

834 HIGHWAY 12 WEST #180
STARKVILLE, MISSISSIPPI 39759
jasonpepper@peppersurveying.com

TEL/FAX: 888-963-9063
ALT TEL: 251-269-8689
jww@wooteneng.com

CERTIFICATION:

AS ENGINEER-OF-RECORD, I CERTIFY THAT THE INFRASTRUCTURE IMPROVEMENTS PRESENTED IN THESE RECORD DRAWINGS ACCURATELY REFLECT THE ORIGINAL DESIGN INTENT OF THE APPROVED PLANS, ADDENDUMS, DESIGN REVISIONS, MATERIAL CHANGES, AND CHANGE ORDERS, BUT NOT NECESSARILY ALL INSTRUCTIONS GIVEN DURING CONSTRUCTION.

I DO NOT WARRANT OR GUARANTEE, NOR ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE AS-BUILT INFORMATION SUPPLIED BY OTHERS, BUT DO CERTIFY THAT THE AS-BUILT INFORMATION, IF ACCURATE AND COMPLETE, PROVIDES AN AS-BUILT RECORD WHICH SUBSTANTIALLY COMPLIES WITH THE ORIGINAL DESIGN INTENT.

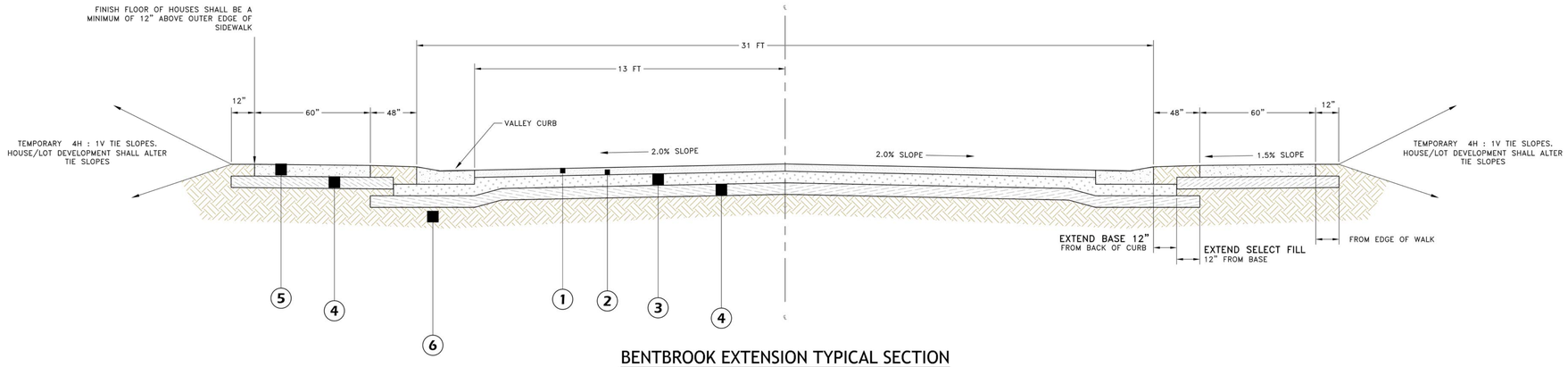
THIS CERTIFICATION NEITHER WARRANTS NOR IMPLIES WARRANTY OF THE CONTRACTOR'S MATERIALS OR WORKMANSHIP.

IN RECOGNITION OF THE ABOVE, I AFFIX MY SEAL AND SIGNATURE.

JASON W. WOOTEN — REGISTERED PROFESSIONAL ENGINEER — 18161 — STATE OF MISSISSIPPI

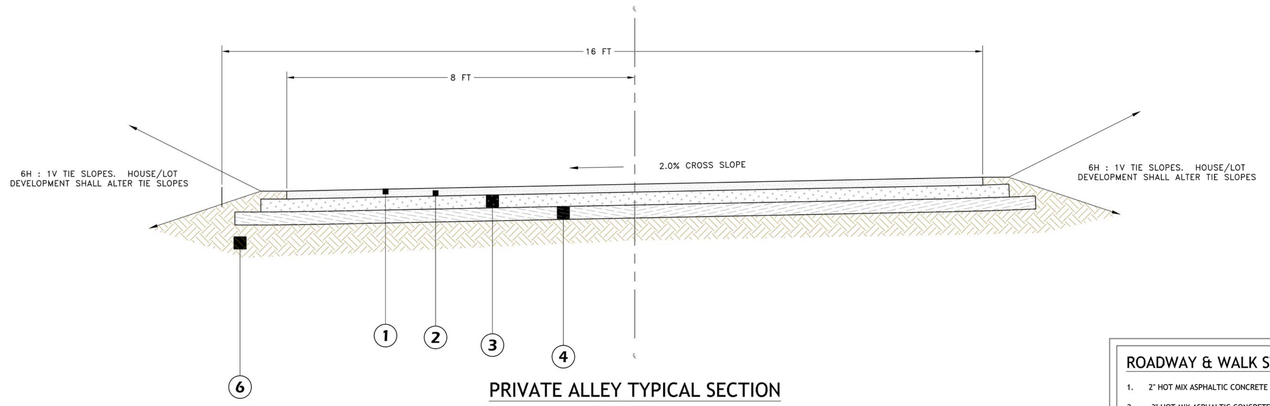
OCTOBER 25, 2019

JASON W. WOOTEN, P.E.



BENTBROOK EXTENSION TYPICAL SECTION

NOT TO SCALE

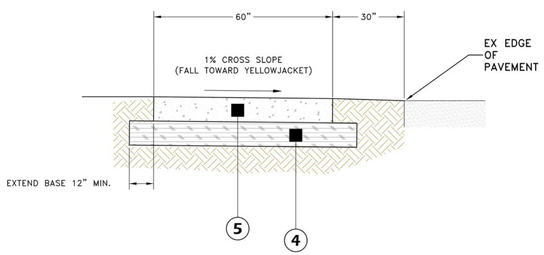


PRIVATE ALLEY TYPICAL SECTION

NOT TO SCALE

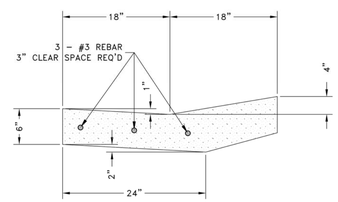
ROADWAY & WALK STRUCTURAL BUILD-UP

1. 2" HOT MIX ASPHALTIC CONCRETE SURFACE CONFORMING TO MDOT SC-1
2. 3" HOT MIX ASPHALTIC CONCRETE BLACK BASE CONFORMING TO MDOT BB-1
3. 6" CRUSHED STONE PER MDOT CRUSHED AGGREGATE SIZE 3/4" AND DOWN. COMPACT TO MIN 98% STANDARD PROCTOR (ASTM D-698)
4. MIN 8" SELECT FILL SANDY &/OR SILTY CLAY (USCS SC OR CL) W/ PI OF 10 TO 20%. COMPACT 8" LOOSE LIFTS TO MIN 95% STANDARD PROCTOR AND MOISTURE ±3% LAB OPTIMUM (ASTM D-698)
5. 5" 3,500 PSI NON-REINFORCED CONCRETE W/ APPROX 5% ENTRAINED AIR. SPACE JOINTS MAX 72' W/ EACH 5TH JOINT BEING FULL DEPTH EXPANSION.
6. SCARIFY RECEIVING SOILS TO 6" DEPTH & RE-COMPACT TO 95% STANDARD PROCTOR (ASTM D-698).



TYPICAL SECTION FOR YELLOW JACKET SIDEWALK

NOT TO SCALE



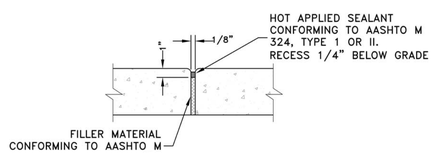
CONCRETE SHALL BE 3,000 PSI MIN COMPSRESSIVE STRENGTH

CONTRACTION JOINT REQUIRED AT MAX 10 FT ON CENTER

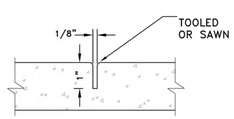
EXPANSION JOINT REQUIRED AT MAX 60 FT ON CENTER
EXTEND REBAR THROUGH JOINT MIN 18" IN PLASTIC SLEEVE

CITY OF STARKVILLE ROLL-OVER CURB & GUTTER SECTION

NOT TO SCALE



SIDEWALK EXPANSION JOINT



SIDEWALK CONTRACTION JOINT

CONCRETE JOINT DETAILS

NOT TO SCALE

PROJECT TYPICAL SECTIONS & PAVEMENT STRUCTURAL SECTIONS DID NOT CHANGE FROM APPROVED PLANS UNLESS AMENDED &/OR REVISED BY CITY INSPECTION PERSONNEL

CLIENT

MAGNOLIAS AT BENTBROOK, LLC

MADISON, MISSISSIPPI

PEPPER ✦ WOOTEN
& ASSOCIATES, LLC
ENGINEERING SURVEYING PLANNING DESIGN
834 HIGHWAY 12 WEST #180
STARKVILLE, MISSISSIPPI 39759
TEL/FAX: 888-963-9963
ALT TEL: 251-269-8689
jww@pwoottening.com
jasonpepper@pepperssurveying.com

PROJECT DATA:

RESIDENTIAL
CITY OF STARKVILLE

PROJECT TYPE:
ZONING:
PROJECT JURISDICTION:
JURISDICTIONAL APPROVAL:
ARCHITECT OF RECORD:
GEOTECH OF RECORD:
OTHER CONSULTANT:

DRAWING DATA:

18-009-C
PWA18-009 RECORD.dwg
October 25, 2019
JWW

PWA PROJECT NO.:
DWG FILE:
DATE:
DRAWN BY:
REVISIONS:

TYPICAL SECTIONS FOR RECORD

MAGNOLIAS AT BENTBROOK

STARKVILLE, MISSISSIPPI

SHEET NO.

C-02 of 7

CLIENT

MAGNOLIAS AT BENTBROOK, LLC

MADISON, MISSISSIPPI

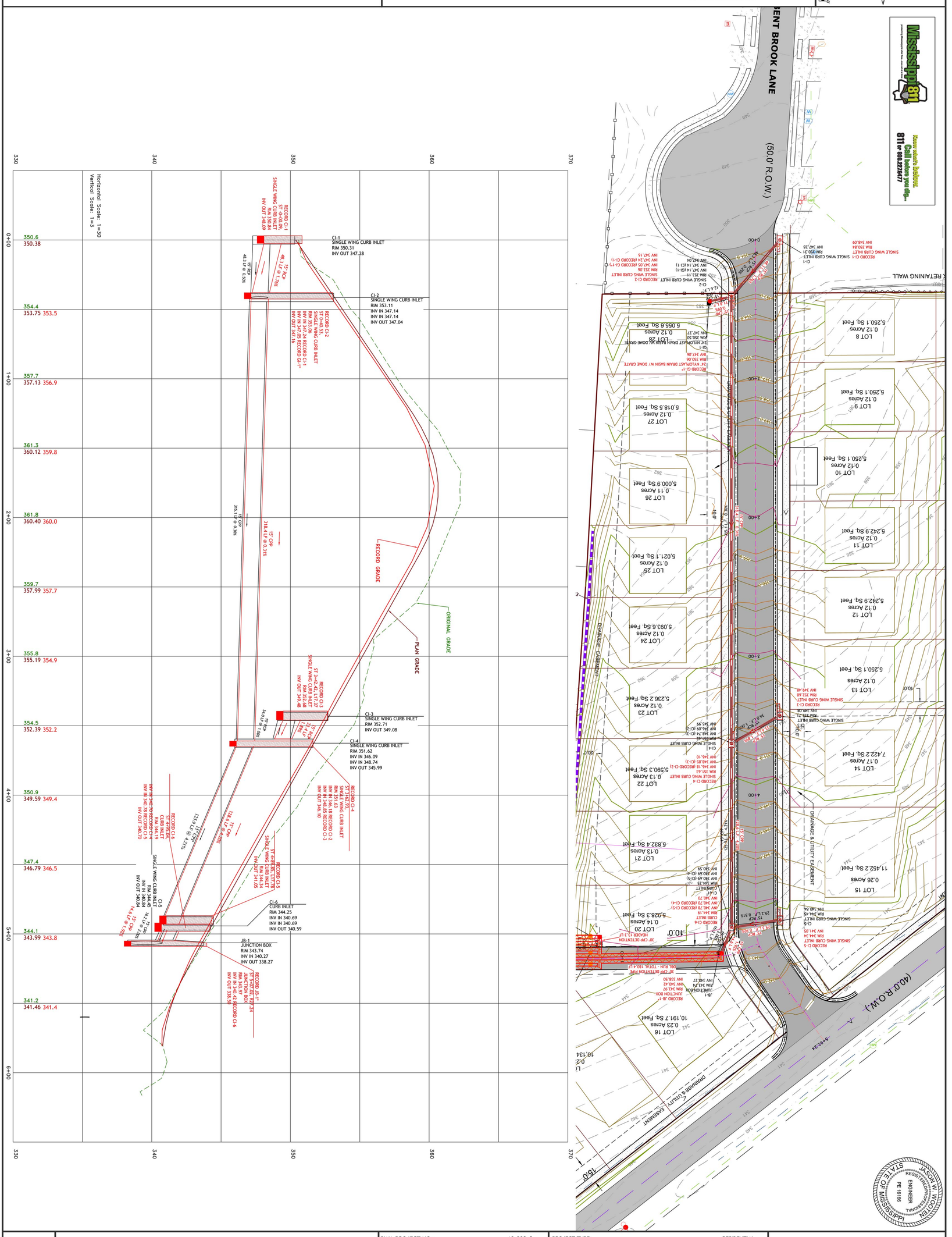
EXISTING SPOT ELEVATION
EXISTING CONTOUR
EXISTING DITCH LINE
EXISTING GRATE INLET
EXISTING DRAINAGE STRUCTURE
EXISTING DRAIN PIPE
EXISTING SURFACE WATER

PROPOSED CONTOUR
PROPOSED FLOW DIRECTION
PROPOSED GRATE INLET
PROPOSED DRAINAGE STRUCTURE
PROPOSED PIPE END TREATMENT
PROPOSED STORM DRAIN LINE
PROPOSED SURFACE WATER

FFE - FINISH FLOOR ELEVATION
EP - EDGE OF PAVEMENT GRADE
EC - EDGE OF CONCRETE GRADE
TC - TOP OF CURB GRADE
FG - FINISH GRADE
FL - FLOW LINE ELEVATION
RCP - REINFORCED CONCRETE PIPE
RCA - REINFORCED CONCRETE ARCH
CPP - CORRUGATED HDPE PIPE
CMP - CORRUGATED METAL PIPE

GRADE & DRAIN LEGEND:

SCALE: 1" = 30'



Mississippi 811
Know what's below. Call before you dig.
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RECORD BENTBROOK DRIVE PLAN/PROFILE

MAGNOLIAS AT BENTBROOK

STARKVILLE, MISSISSIPPI

SHEET NO. C-03 of 7

DRAWING DATA:	
PWA PROJECT NO.:	18-009-C
DWG FILE:	PWA18-009 RECORD.dwg
DATE:	October 25, 2019
DRAWN BY:	JWW
REVISIONS:	

PROJECT DATA:	
PROJECT TYPE:	RESIDENTIAL
ZONING:	-
PROJECT JURISDICTION:	CITY OF STARKVILLE
JURISDICTIONAL APPROVAL:	-
ARCHITECT OF RECORD:	-
GEOTECH OF RECORD:	-
OTHER CONSULTANT:	-

STORM SEWER DESIGN CAPCITY TO CONVEY 25-YEAR EVENT
STORM WATER MANAGEMENT SYSTEM TO ATTENUATE 2 & 10-YEAR EVENT

STATE OF MISSISSIPPI JASON W. WOOTEN REGISTERED PROFESSIONAL ENGINEER PE 16108

PEPPER ✦ WOOTEN
ENGINEERING SURVEYING PLANNING DESIGN
& ASSOCIATES, LLC

834 HIGHWAY 12 WEST #180
STARKVILLE, MISSISSIPPI 39759
jasonpepper@peppersurveying.com

TEL/FAX: 888-963-9063
ALT TEL: 251-269-8689
jww@wootenengr.com

CLIENT

MAGNOLIAS AT BENTBROOK, LLC

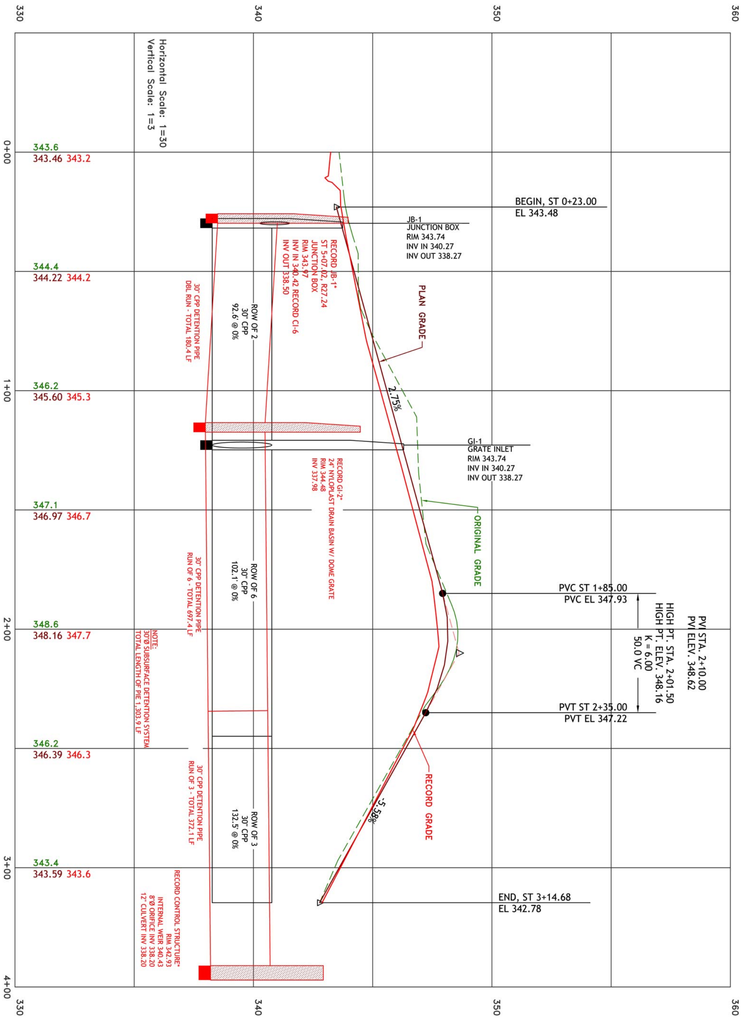
MADISON, MISSISSIPPI

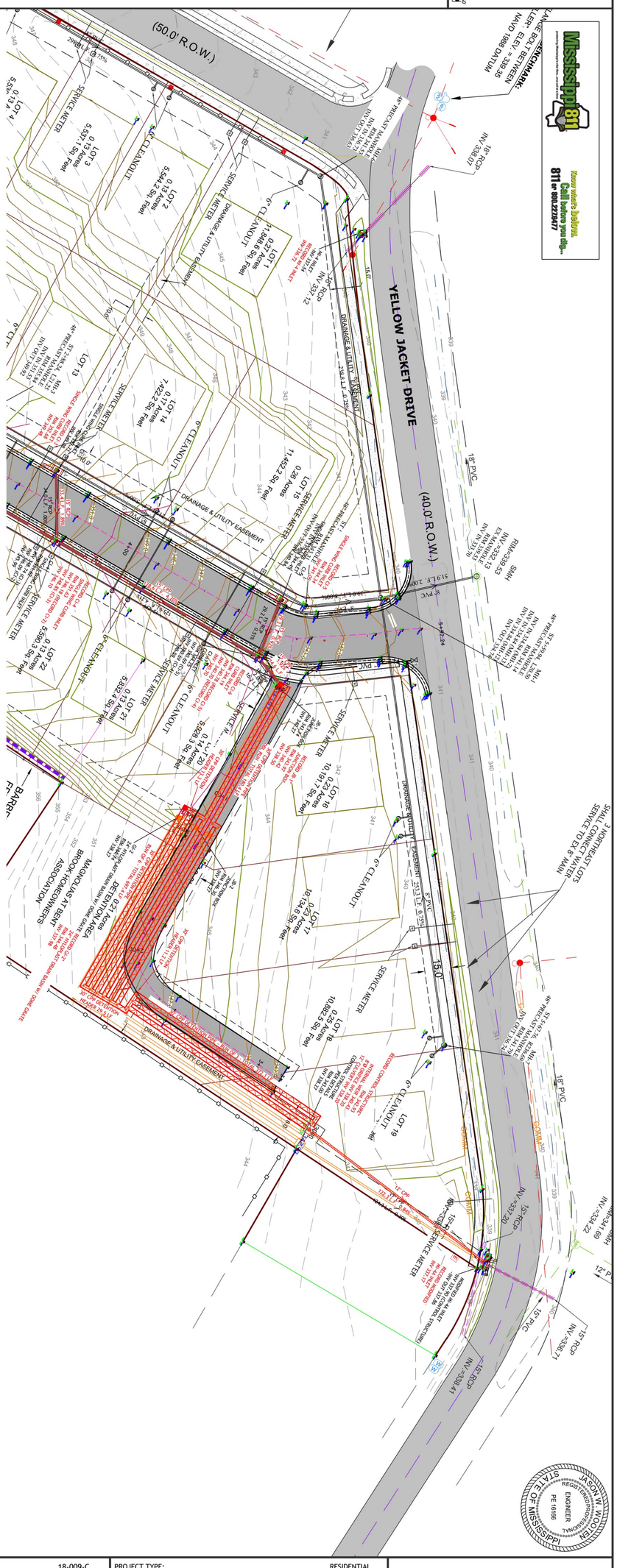
GRADE & DRAIN LEGEND:

- EXISTING SPOT ELEVATION
- EXISTING CONTOUR
- EXISTING DITCH LINE
- EXISTING GRATE INLET
- EXISTING DRAINAGE STRUCTURE
- EXISTING DRAIN PIPE
- EXISTING SURFACE WATER
- PROPOSED CONTOUR
- PROPOSED FLOW DIRECTION
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FFE - FINISH FLOOR ELEVATION
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RCA - REINFORCED CONCRETE ARCH
CPP - CORRUGATED HDPE PIPE
CMP - CORRUGATED METAL PIPE

SCALE: 1" = 30'





PROJECT DATA:

PROJECT TYPE:	RESIDENTIAL
ZONING:	-
PROJECT JURISDICTION:	CITY OF STARKVILLE
JURISDICTIONAL APPROVAL:	-
ARCHITECT OF RECORD:	-
GEOTECH OF RECORD:	-
OTHER CONSULTANT:	-

STORM SEWER DESIGN CAPCITY TO CONVEY 25-YEAR EVENT
STORM WATER MANAGEMENT SYSTEM TO ATTENUATE 2 & 10-YEAR EVENT

DRAWING DATA:

PWA PROJECT NO.:	18-009-C
DWG FILE:	PWA18-009 RECORD.dwg
DATE:	October 25, 2019
DRAWN BY:	JWW

REVISIONS:

RECORD PRIVATE ALLEY PLAN/PROFILE

MAGNOLIAS AT BENTBROOK

STARKVILLE, MISSISSIPPI

SHEET NO. C-04 of 7

PEPPER ✦ WOOTEN
ENGINEERING SURVEYING PLANNING DESIGN
& ASSOCIATES, LLC

834 HIGHWAY 12 WEST #180
STARKVILLE, MISSISSIPPI 39759
jasonpepper@peppersurveying.com

TEL/FAX: 888-963-9063
ALT TEL: 251-269-8689
jww@wootenengr.com

STATE OF MISSISSIPPI JASON W. WOOTEN REGISTERED PROFESSIONAL ENGINEER PE 16168

CLIENT

MAGNOLIAS AT BENTBROOK, LLC

MADISON, MISSISSIPPI

UTILITY LEGEND:

- SS — EXISTING SANITARY SEWER LINE
- EXISTING MANHOLE
- EXISTING CLEAN-OUT
- EXISTING PUMP STATION
- W — EXISTING WATER LINE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER

SEE TOPOGRAPHIC LEGEND FOR OTHER UTILITY SYMBOLS

- X" WM — PROPOSED WATER MAIN
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED FLUSHING STATION
- PROPOSED REDUCER
- PROPOSED WATER SERVICE
- PROPOSED BACKFLOW PREVENTER
- PROPOSED DIRECTIONAL BORE

- PROPOSED SEWER LINE
- PROPOSED MANHOLE
- PROPOSED CLEAN-OUT
- X" FM — PROPOSED SEWER FORCE MAIN
- PROPOSED PUMP STATION
- PROPOSED SEWER VALVE
- PROPOSED SEWER SERVICE
- PROPOSED FLUSHING VALVE
- PROPOSED CASING

SCALE: 1" = 40'



NOTE: WATER METER BOXES NOT SET AT TIME OF RECORD SURVEY. NO LOCATIONS NOTED

Mississippi 811 — Know what's below. Call before you dig. 811 or 8002274477

JASON W. WOOTEN — REGISTERED PROFESSIONAL ENGINEER — PE 16166 — STATE OF MISSISSIPPI

RECORD UTILITY PLAN

MAGNOLIAS AT BENTBROOK

STARKVILLE, MISSISSIPPI

SHEET NO. C-05 of 7

DRAWING DATA:

PWA PROJECT NO.:	18-009-C
DWG FILE:	PWA18-009 RECORD.dwg
DATE:	October 25, 2019
DRAWN BY:	JWW
REVISIONS:	

PROJECT DATA:

PROJECT TYPE:	RESIDENTIAL
ZONING:	-
PROJECT JURISDICTION:	CITY OF STARKVILLE
JURISDICTIONAL APPROVAL:	-
ARCHITECT OF RECORD:	-
GEOTECH OF RECORD:	-
OTHER CONSULTANT:	-

PEPPER ✦ WOOTEN
ENGINEERING SURVEYING PLANNING DESIGN
& ASSOCIATES, LLC

834 HIGHWAY 12 WEST #180
STARKVILLE, MISSISSIPPI 39759
jasonpepper@peppersurveying.com

TEL/FAX: 888-963-9063
ALT TEL: 251-269-8689
jww@wootenengr.com

SCALE: 1" = 40'

0 40' 80'

UTILITY LEGEND:

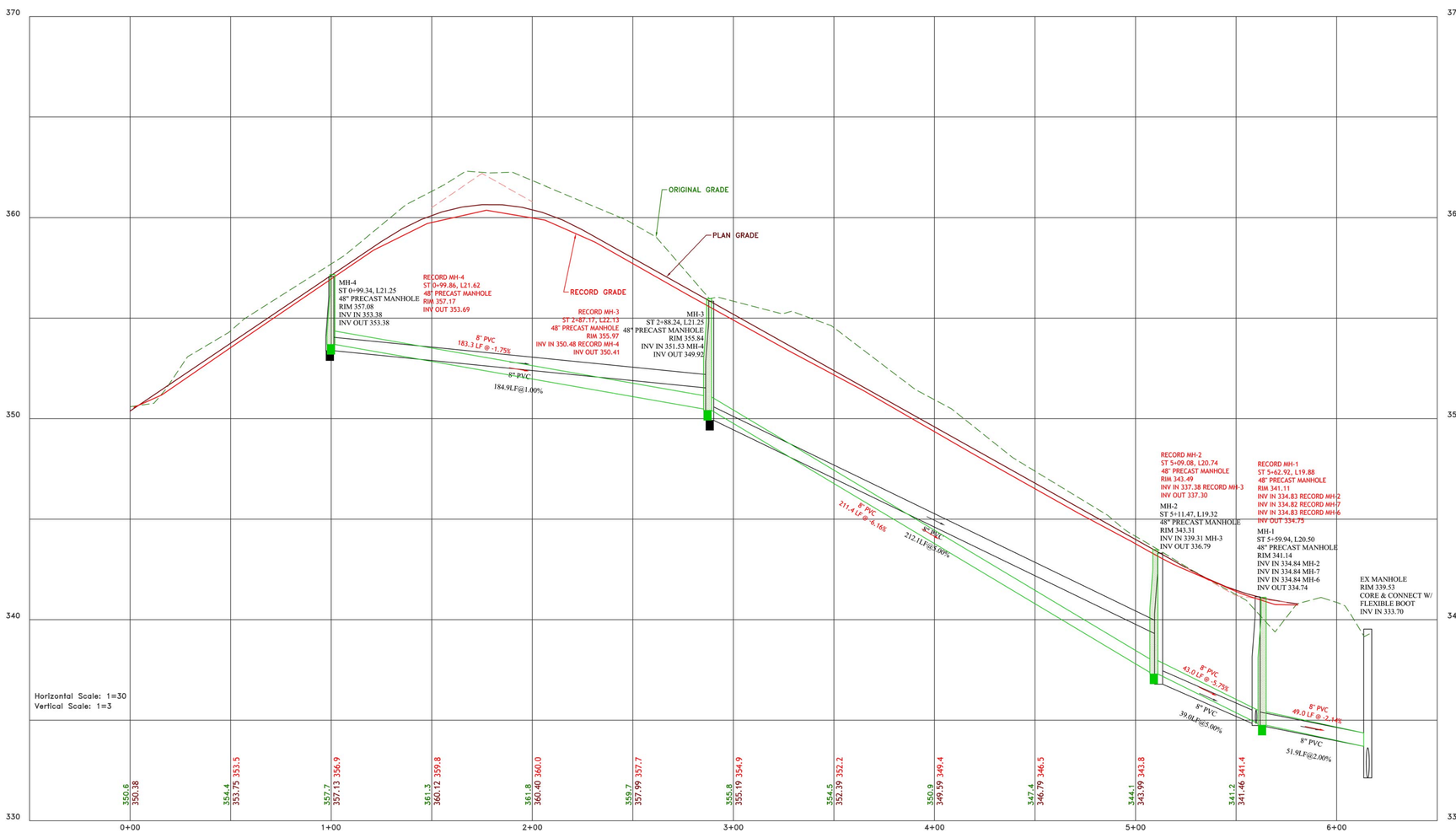
- PROPOSED SEWER LINE
- PROPOSED MANHOLE
- PROPOSED CLEAN-OUT
- PROPOSED SEWER FORCE MAIN
- PROPOSED PUMP STATION
- PROPOSED SEWER VALVE
- PROPOSED SEWER SERVICE
- PROPOSED FLUSHING VALVE
- PROPOSED CASING
- PROPOSED WATER MAIN
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED FLUSHING STATION
- PROPOSED REDUCER
- PROPOSED WATER SERVICE
- PROPOSED BACKFLOW PREVENTER
- PROPOSED DIRECTIONAL BORE
- EXISTING SANITARY SEWER LINE
- EXISTING MANHOLE
- EXISTING CLEAN-OUT
- EXISTING PUMP STATION
- EXISTING WATER LINE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER

SEE TOPOGRAPHIC LEGEND FOR OTHER UTILITY SYMBOLS

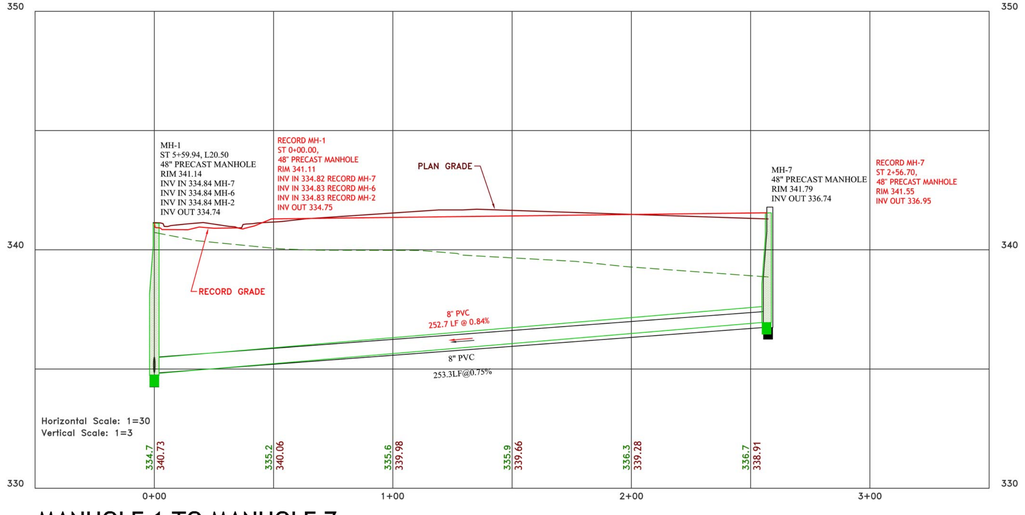
CLIENT

MAGNOLIAS AT BENTBROOK, LLC

MADISON, MISSISSIPPI



MANHOLE 4 TO EXISITNG MANHOLE CONNECTION



MANHOLE 1 TO MANHOLE 7

JASON W. WOOTEN
REGISTERED PROFESSIONAL
ENGINEER
PE 16166
STATE OF MISSISSIPPI

PEPPER ✦ WOOTEN
ENGINEERING SURVEYING PLANNING DESIGN
& ASSOCIATES, LLC
TEL/FAX: 888-963-9063
ALT TEL: 615-556-9060
jww@woottenmg.com
834 HIGHWAY 51 WEST #180
STANLEY, MISSISSIPPI 39159
jaseapepper@pepperssurveying.com

PROJECT DATA:

RESIDENTIAL
CITY OF STARKVILLE

PROJECT TYPE:
ZONING:
PROJECT JURISDICTION:
JURISDICTIONAL APPROVAL:
ARCHITECT OF RECORD:
GEOTECH OF RECORD:
OTHER CONSULTANT:

DRAWING DATA:

PWA PROJECT NO.: PWA18-009 RECORD.dwg
DWG FILE:
DATE: October 25, 2019
DRAWN BY: JWW

REVISIONS:

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RECORD SANITARY SEWER PROFILES

MAGNOLIAS AT BENTBROOK

STARKVILLE, MISSISSIPPI

SHEET NO.

C-06 of 7

CLIENT

MAGNOLIAS AT BENTBROOK, LLC

MADISON, MISSISSIPPI

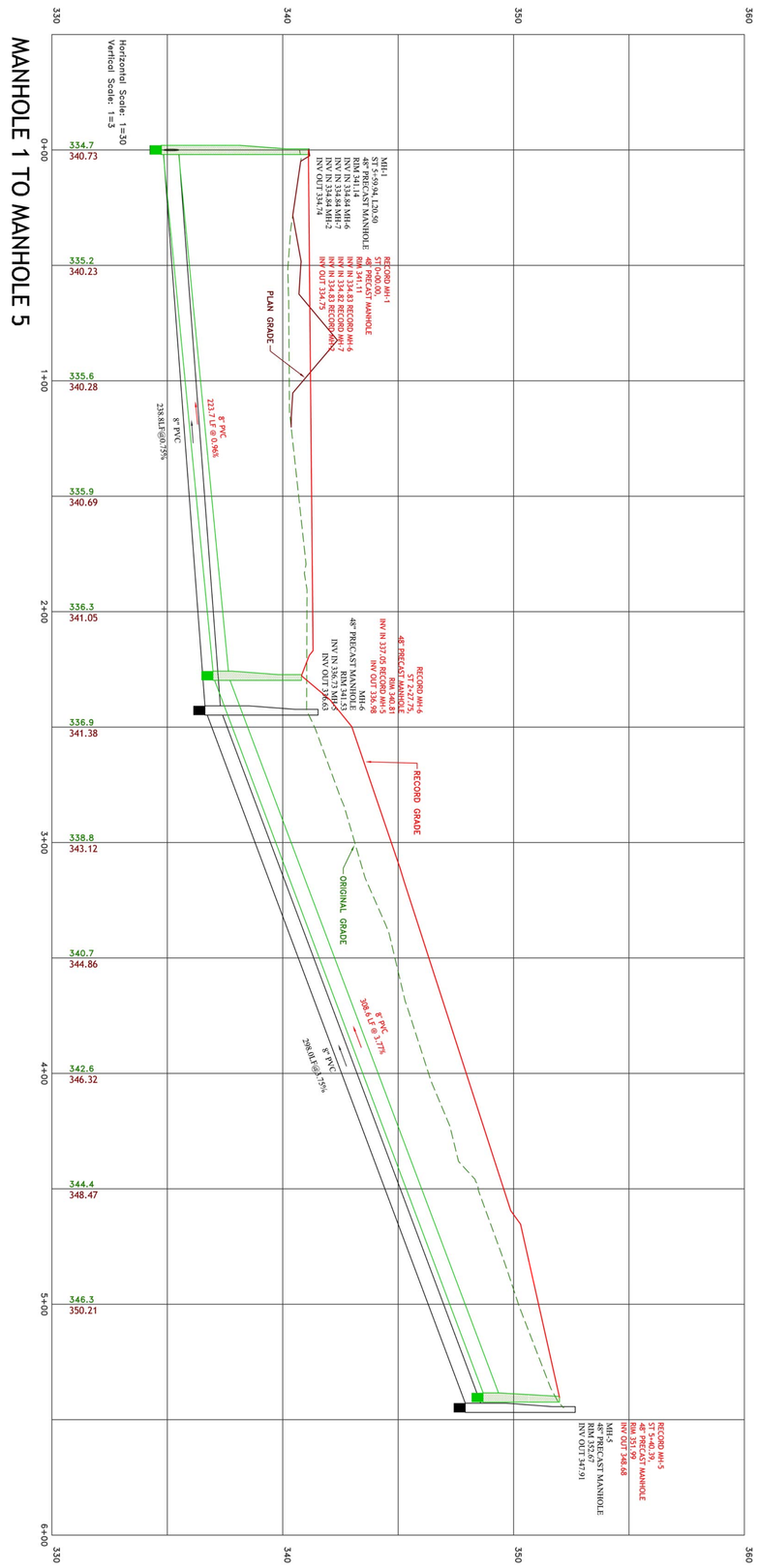
UTILITY LEGEND:

- SS — EXISTING SANITARY SEWER LINE
- EXISTING MANHOLE
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- PROPOSED SEWER SERVICE
- PROPOSED FLUSHING VALVE
- PROPOSED CASING

SCALE: 1" = 40'



Mississippi 811 — Know what's below. Call before you dig. 811 or 8012272477

JASON W. WOOTEN — STATE OF MISSISSIPPI — REGISTERED PROFESSIONAL ENGINEER — PE 19198

RECORD SANITARY SEWER PROFILE

MAGNOLIAS AT BENTBROOK

STARKVILLE, MISSISSIPPI

SHEET NO. C-10 of 20

DRAWING DATA:

PWA PROJECT NO.:	18-009-C
DWG FILE:	PWA18-009 RECORD.dwg
DATE:	October 25, 2019
DRAWN BY:	JWW

REVISIONS:

1	11/19/2018	REVISED TO ADDRESS CITY OF STARKVILLE DRC COMMENTS

PROJECT DATA:

PROJECT TYPE:	RESIDENTIAL
ZONING:	-
PROJECT JURISDICTION:	CITY OF STARKVILLE
JURISDICTIONAL APPROVAL:	-
ARCHITECT OF RECORD:	-
GEOTECH OF RECORD:	-
OTHER CONSULTANT:	-

PEPPER ✦ WOOTEN
ENGINEERING SURVEYING PLANNING DESIGN
& ASSOCIATES, LLC

834 HIGHWAY 12 WEST #180
STARKVILLE, MISSISSIPPI 39759
jasonpepper@peppersurveying.com

TEL/FAX: 888-963-9063
ALT TEL: 251-269-8689
jww@wootenengr.com

12. REQUEST AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO AWARD THE STARKVILLE COMMERCIAL DISPATCH FOR PUBLICATION OF LEGAL NOTICES.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval for the City Clerk's Office to award the Starkville Commercial Dispatch for publication of legal notices" is enumerated, this consent item is thereby approved.

13. APPROVAL OF FISCAL YEAR 2026 BUDGET ADJUSTMENTS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of fiscal year 2026 budget adjustments" is enumerated, this consent item is thereby approved.

14. CONSIDERATION AND APPROVAL OF TWO RESOLUTIONS OF MAYOR AND BOARD OF ALDERMAN AUTHORIZING AND APPROVING EXECUTION OF TWO EQUIPMENT – LEASE PURCHASE AGREEMENTS WITH CADENCE EQUIPMENT FINANCE, A DIVISION OF THE HUNTINGTON NATIONAL BANK TO FINANCE TWO FRONT LOAD REFUSE TRUCKS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of two resolutions of Mayor and Board of Alderman authorizing and approving execution of two equipment – lease purchase agreements with Cadence Equipment Finance, a division of the Huntington National Bank to finance two front load refuse trucks" is enumerated, this consent item is thereby approved.

15. REQUEST AUTHORIZATION TO DECLARE THE REPAIRS TO ENGINE 4 AS AN EMERGENCY UNDER MISSISSIPPI STATE STATUTE SECTION 31-7-13 AND APPROVE THE ADDITIONAL REPAIR COSTS ASSOCIATED WITH THE REPLACEMENT OF BRAKE SHOES AND DRUMS AT TAG TRUCK CENTER, AS NECESSARY TO RESTORE THE APPARATUS TO SAFE AND OPERATIONAL CONDITION. AT A COST OF $5,504.81.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval to declare the repairs to Engine 4 as an emergency under Mississippi State Statute section 31-7-13 and approve the additional repair costs associated with the replacement of brake shoes and drums at Tag Truck Center, as necessary to restore the apparatus to safe and operational condition. at a cost of $5,504.81" is enumerated, this consent item is thereby approved.

Budget Adjustments

General Fund Revenues	
220 – License and Permits	35,000
230 – Intergovernmental Revenues	34,742
250 - Grants	44,200
General Fund Expenditures	
192 – General Government Bldg & Plant	
600 – Contractual Services	70,316
195 – Transfers to Other Agencies	
990 – Transfers	(28,616)
201 – Police Department	
900 – Capital Outlay	34,742
261 – Fire Department	
700 – Grants, Subsidies and Allocations	37,500
Fund 015 – Airport	
230 – Intergovernmental Revenues	80,380
360 – Charges for Services	(200,000)
500 – Supplies	113,750
600 – Contractual Services	5,870
Fund 016 – Restricted Airport	
230 – Intergovernmental Revenues	(2,635,633)
700 – Grants, Subsidies and Allocations	2,635,633
Fund 150 – Federal Forfeited Funds	
330 – Fines and Forfeits	(53,215)
380 – Transfers and Non Revenue Receipts	(775)
900 – Capital Outlay	53,990
Fund 151 – State Forfeited Funds	
330 – Fines and Forfeits	(6,940)
900 – Capital Outlay	6,940
Fund 300 – Capital Projects Fund	
250 – Grants	(35,000)
340 – Miscellaneous	(27,968)
900 – Capital Outlay	62,968

Fund 304 – SS4A Grant Fund

250 – Grants	(8,128,000)
380 – Transfers and Non Revenue Receipts	(1,812,000)
900 – Capital Outlay	9,940,000

Fund 305 – Street Bond Fund

380 – Transfers and Non Revenue Receipts	(15,000,000)
600 – Contractual Services	3,212,397
900 – Capital Outlay	9,755,603
990 – Transfers	2,032,000

Fund 309 – American Relief Fund

230 – Intergovernmental Revenues	1,240,000
340 – Miscellaneous	(56,300)
900 – Capital Outlay	(1,240,000)
990 – Transfers	56,300

Fund 312 – Parks Capital Project Fund

340 – Miscellaneous	(17,500)
380 – Transfers and Non Revenue Receipts	(9,500)
900 – Capital Outlay	27,000

Fund 313 – Spring/Hwy 12 Linkage Tap

230 – Intergovernmental Revenues	(183,260)
250 – Grants	(786,730)
900 – Capital Outlay	969,990

CADENCE Bank IS NOW PART OF Huntington Bank

April 1, 2026

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

Re: Master Lease No. _____, Schedule No. 70314-018

One (1) New Heil DPHP Front loader on Mack Chassis

Please Find the lease documents on the above lease to be executed enclosed. An instruction sheet is attached to help in executing these documents.

Once the paperwork has been completed, please mail it back to:

Cadence Equipment Finance, a division of The Huntington National Bank

Julie Crabtree
17 Hwy 64 E
Alma, AR 72921

*Please be sure to enclose the original Counsel's Opinion Letter along with our original signed documents.

*Please note that Cadence Equipment Finance, a division of The Huntington National Bank must be listed as 1st lienholder on titled vehicles.

If you have any questions or need further assistance, please give **Jonathan King** a call at **228-223-4642**.

Sincerely,

Julie Crabtree
Sales Support
Enclosures

INSTRUCTIONS FOR EXECUTING DOCUMENTS

Document	Instructions
Purchase Agreement	Page 13 - Sign and Date
Special Stipulations Exhibit A	Sign and Date
Legal Counsel's Opinion Exhibit B	Should be typed on counsel's letterhead Should be the date the Delivery Order is signed
Lease Schedule Exhibit C	1st line - Date 2nd line - Date of Contract C. Insert Buyer's fiscal year E. Insert description of Equipment (if blank) F. Insert location(s) of Equipment Page 2 - Sign and Date
Equipment Acceptance Certificate Exhibit D	4th line - Delivery Order Date 7th line - Date this acceptance signed Sign and Date
Resolution	Section 1. - Name of person authorized to sign Contract and Delivery Order (review, complete, sign and date)
Essential Use Letter	Type on your letterhead. Insert user of the Equipment and the use/purpose of the Equipment
Invoice	__ Advance rental _x_ Payments in arrears
Insurance Certificate or Statement	Send proof of Insurance

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:

Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

EQUIPMENT LEASE - PURCHASE AGREEMENT

LESSOR:

CADENCE EQUIPMENT FINANCE,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

LESSEE:

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

TERMS AND CONDITIONS OF AGREEMENT

1. Agreement.

(a) Lessee requests Candence Equipment Finance, a division of The Huntington National Bank ("Lessor") to acquire the personal property (herein called "Equipment") described in the attached Lease Schedule(s). Lessee agrees to lease with an option to purchase the Equipment from Lessor and Lessor agrees to lease the Equipment to Lessee upon receipt of a duly authorized written acceptance hereof, signed by an authorized officer of Lessor at its principal office, upon the terms and conditions of this Equipment Lease - Purchase Agreement (the "Agreement"). Lessee represents, covenants and warrants, and as requested by Lessor will deliver an opinion of counsel substantially in the form attached as Exhibit B, to the effect, (i) that it is a fully constituted political subdivision or agency of the State of Mississippi (the "State") and is authorized by the Constitution and laws of the State and its own internal or administrative procedure to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder, and (ii) that this Agreement has been duly authorized, executed and delivered by Lessee and constitutes a legal, valid and binding agreement enforceable in accordance with its terms. Lessee agrees that it will do or cause to be done all things necessary to preserve and keep this Agreement in full force and effect. Lessee further represents, covenants and warrants that Lessee has complied with all bidding requirements where necessary and by due notification presented this Agreement for approval and adoption as a valid obligation on its part and that Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year. In addition, Lessee represents, covenants and warrants to Lessor that:

(i) The Equipment is essential to the function of Lessee or to the service Lessee provides to its citizens;

(ii) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future;

(b) Lessee acknowledges that Lessor has agreed to enter into this Agreement on the condition that the interest portions of the Payments as defined in Section 5 hereof shall be deductible from gross income pursuant to Section 103 of the Internal Revenue Code of 1986 and the Regulations thereunder (the "Code") is available. Said exception is subject to certain conditions relating to Lessee's use of the Equipment and to Lessee's issuance of tax-exempt obligations. In that regard, Lessee represents, covenants and warrants that:

(i) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code), except for such use as a member of the general public;

(ii) No portion of the Payments as defined in Section 5 hereof: (A) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit (within the meaning of Section 141 of the Code), except for such use as a member of the general public, or by payments in respect of such property; or (B) will be

derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code); and

(iii) No portion of the gross proceeds of this Agreement will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(c) Lessee acknowledges and agrees that the Payments have been calculated by Lessor assuming that the interest portion of each Payment is exempt from federal income taxation. Lessee represents, covenants and warrants that it will do or refrain from doing all things necessary or appropriate to insure that the interest portions of the Payments are exempt from federal income taxation, including, but not limited to, executing and filing all information statements required by Section 149(e) of the Code and timely paying, to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code.

(d) In the event that it is determined that any of the interest components of Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Date of Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

(e) Lessee acknowledges that the representations, covenants and warranties set forth in Sections 1(b) and 1(c) shall survive the expiration of this Agreement and that Lessor may pursue any applicable remedies for the breach of such representations, covenants and warranties at any time.

2. Equipment Delivery and Acceptance. At the request of Lessee, Lessor agrees to order the Equipment which Lessee has described in the Lease Schedule(s) from the supplier of such Equipment but shall not be liable for specific performance of this order. Lessee shall accept such Equipment when and if delivered and placed in good repair and working order and hereby authorizes Lessor to add to this Agreement the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect the validity of this Agreement. Lessee shall have thirty (30) days from the date of delivery to accept such Equipment and deliver an executed Equipment Acceptance Certificate in the form attached hereto as Exhibit D. Notice of any defects must be given to Lessor within thirty (30) days of delivery. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of delivery and such acceptance is unreasonably withheld by Lessee, Lessor, at Lessor's option, shall have the right to cancel this Agreement.

3. Warranties. Lessor hereby assigns to Lessee for and during the term of this Agreement all manufacturer warranties and guarantees express or implied, issued on or applicable to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. LESSOR IS NOT A MANUFACTURER OR SUPPLIER OF THE EQUIPMENT, AND MAKES NO

WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Lessor authorizes Lessee to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against supplier. Lessor, at its option, may provide in its purchase order that supplier agrees that any of such claims may be made by Lessee directly against suppliers. The obligation of Lessee to pay the Payments as defined in Section 5 below, shall not be abated, impaired or reduced by reason of any claims of Lessee with respect to Equipment condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

4. Agreement Term. This Agreement shall become effective upon the execution hereof by Lessor. The initial term of this Agreement shall commence on the date the Equipment is accepted pursuant to Section 2 above, and shall end on the last day of Lessee's current fiscal year. The term of this Agreement may be continued, solely at the option of Lessee, for additional successive one-year renewal terms up to the expiration of the number of periods indicated in Schedule A of the Lease Schedule(s) (hereinafter the "Agreement Term"). At the end of the initial term and at the end of each renewal term until the expiration of the Agreement Term, this Agreement shall be automatically renewed on a year-to-year basis, except as provided for in Section 5 and Section 14 below.

5. Payments.

(a) Lessee agrees to pay to Lessor or its assignee total Payments ("Payments") set forth in Section A of the Lease Schedule(s), including the interest portions thereof, equal to the amount specified therein. Said Payments shall be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). Any notice, invoicing, purchase orders, quotations or other forms or procedures required by Lessee of Lessor as a condition precedent to payment shall be fully explained and provided to Lessor prior to execution of this Agreement. Except as specifically provided in paragraph (c) of this Section, Payments shall be absolute and unconditional in all events and shall not be subject to any set-off, defense or counterclaim.

(b) Lessee reasonably believes that funds can be obtained sufficient to make all Payments during the Agreement Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each biannual or annual budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. It is Lessee's present intent to make Payments for the full Agreement Term if funds are legally available therefor, and in that regard, Lessee represents that the use of the Equipment is essential to its proper efficient and economic operation and that the functions performed by the Equipment could not and will not be transferred to other equipment now available or which may be subsequently acquired for use by Lessee during the Agreement Term.

(c) In accordance with Miss. Code Ann. §§ 31-7-10 and 31-7-13, the following language is hereby added to this Agreement: The continuation of this Agreement is contingent in whole or in part upon the appropriation of funds by Lessee's governing body to make the Payments required hereunder. If Lessee's governing body fails to appropriate sufficient funds to provide for the continuation of the Payments under this Agreement, then the obligations of Lessee to make such Payments and the corresponding provisions of this Agreement shall terminate on the last day of the fiscal year for which appropriations were made.

(d) In the event no funds or insufficient funds are appropriated for Payments and other sums due in any fiscal year under this Agreement, Lessee shall immediately notify Lessor or its assignee of such occurrence and this Agreement shall create no further obligation of Lessee as to such fiscal year and shall be null and void, except as to funds which have been previously appropriated. In such event, this Agreement shall terminate without penalty to Lessee on the last day of the fiscal year for which funds were appropriated. Subsequent to such termination of this Agreement, Lessee shall have no continuing obligation to make Payments under this Agreement. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment.

6. Location. The Equipment shall be delivered and thereafter based at the location specified in the Lease Schedule(s) and shall not be removed therefrom without Lessor's prior written consent.

7. Use; Repairs. Lessee shall use the Equipment in a careful manner and shall comply with all laws, ordinances and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, shall keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

8. Alterations. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be removed without damage to the Equipment.

9. Loss and Damage. Lessee shall bear the entire risk of loss or damage to all Equipment from any cause whatsoever, and no such loss or damage of the Equipment nor defect therein or unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Payments or any other obligation under this Agreement. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor shall:

(a) Replace the same at Lessee's expense with like equipment in good repair; or

(b) Pay Lessor in cash all of the following: (i) all amounts then owed by Lessee to Lessor under the applicable Lease Schedule, and (ii) an amount equal to the Concluding Payment set forth in Schedule A to such Lease Schedule. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may have in said item, in its then condition and location, without warranty expressed or implied.

10. Insurance. Lessee shall, during the Agreement Term, purchase and maintain insurance, or with Lessor's prior written consent may self-insure, covering specifically all Equipment of every description under this Agreement against casualty occurrences, including the perils of FIRE, LIGHTNING, WINDSTORM, HAIL, EXPLOSION, AIRCRAFT, VEHICLES, SMOKE, RIOT, CIVIL COMMOTION, STRIKERS, LOCKED OUT WORKMEN OR THEFT, BURGLARY AND WATER DAMAGE, in an amount equal to the cost of replacement of all Equipment and with a company approved by Lessor and shall carry public liability and property damage insurance sufficient to protect Lessor from liability in all events. The proceeds under this insurance shall be payable to Lessee and Lessor or its assignee as additional insured as their interest may appear under the terms and conditions of this Agreement. Such proceeds shall be available to Lessee for the satisfaction of Lessee's obligations under Section 9 hereof. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor or its assignee a duly authenticated certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

11. Liens and Taxes. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. In any event, Lessee shall pay Lessor the amount thereof upon demand whether or not Lessor shall have advanced the funds for Lessee.

12. Indemnity. To the extent permitted by the laws of the State, Lessee shall indemnify Lessor against and hold Lessor harmless from any and all claims, actions, proceedings, expenses, damages or liabilities, arising in connection with the Equipment, including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

13. Assignment.

(a) Without Lessor's prior consent, Lessee shall not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Equipment or any interest in this Agreement or said Equipment, or (ii) lease or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may, without the consent of Lessee, assign, in whole or in part, its rights, title and interest in and to this Agreement, and all attachments hereto including Lease Schedule(s), to various assignee/investors or their agents or trustees, and/or grant or assign a security interest in this

Agreement or the Equipment, in whole or in part, and its assignee may reassign this Agreement. Lessee agrees that this Agreement may become part of a pool of contract obligations at Lessor's option, and Lessor or its assignees may assign or further assign either the entire pool or a fractionalized interest therein. Each such assignee shall have all of the rights of Lessor under this Agreement. Lessee shall recognize and acknowledge each such assignment and/or security interest. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(b) This Agreement and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the term of this Agreement, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. **LESSEE AGREES THAT, UPON NOTICE OF ASSIGNMENT, IF SO INSTRUCTED IT SHALL PAY DIRECTLY TO THE ASSIGNEE, WITHOUT ABATEMENT, DEDUCTION OR SETOFF, ALL AMOUNTS THAT BECOME DUE HEREUNDER.**

14. Purchase Option. At the written request of Lessee, delivered thirty (30) days prior to a Date of Payment as shown on Schedule A to a Lease Schedule, and if Lessee is not on such Date of Payment in default pursuant to any provision of this Agreement, Lessor shall convey all of Lessor's right, title and interest in and to the Equipment described in that Lease Schedule to Lessee upon payment by Lessee of the applicable Concluding Payment and the Base Payment due on such date of Payment. Upon satisfaction by Lessee of such purchase conditions, Lessor shall deliver to Lessee a full release of any right, title or interest of Lessor in and to such Equipment.

15. Taxes on and Title to Equipment. In addition to other payments to be made pursuant to this Agreement, Lessee shall indemnify and hold Lessor harmless from and against, and shall pay Lessor, as additional payment, on demand, an amount equal to, all license, assessments, sales, use, real or personal property, gross receipts or other assessments, taxes, levies, imposts, duties and charges, if any, together with any penalties, fines or interest thereon imposed against or on Lessor, Lessee or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

This Agreement is intended for security. For purposes of laws governing taxation and conditional sales, title to the Equipment shall be deemed to be transferred hereby to Lessee, subject to immediate and automatic reversion to Lessor upon any default by Lessee or upon failure to appropriate sufficient funds in order to make payments required hereunder, unless Lessor otherwise elects in writing.

16. Personal Property. The Equipment is, and shall at all times during the Agreement Term be and remain, personal property.

17. Security Interest. To secure all of its obligations hereunder, Lessee grants to Lessor a first and prior security interest in any and all right and interest of Lessee in the Equipment, this Agreement and Payments due under this Agreement. Lessee agrees that this Agreement may be filed as a financing statement evidencing such security interest, and agrees that Lessor may file financing statements and other instruments necessary or appropriate to evidence such security interest. Lessee further agrees that the Uniform Commercial Code of the State shall apply as between the parties hereto and assignees of Lessor.

18. Events of Default. Lessee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) Nonpayment when due or within six (6) days thereafter of any Payment of rent or other sum owing hereunder;

(b) Breach of any other covenant or agreement in this Agreement and the continuance of such breach for a period of 10 consecutive days following Lessee's receipt of written notice thereof from Lessor;

(c) If any representation or warranty made by Lessee or by any agent or representative of Lessee herein or in any document or certificate furnished Lessor in connection herewith or pursuant hereto proves to be incorrect at any time in any material respect;

(d) If Lessee shall dissolve or become insolvent or bankrupt, commit any act of bankruptcy, make any assignment for the benefit of, or enter into an arrangement or composition with creditors, suspend or terminate the transaction of its usual business or consent to the appointment of a trustee or receiver or if a trustee or receiver shall be appointed for Lessee or for a substantial part of its property, or if bankruptcy, reorganization arrangements or similar proceedings shall be instituted by or against Lessee;

(e) If any order, judgment or decree shall be entered against Lessee by a court of competent jurisdiction and such order, judgment or decree shall continue unpaid or unsatisfied for any period in excess of 60 consecutive days without a stay of execution, or if a writ or order of attachment, execution or other legal process shall be issued in connection with any action or proceeding against Lessee or its property whereby any of the Equipment or any substantial part of Lessee's property may be taken or restrained;

(f) If Lessee shall default in the performance of any obligation or in payment of any sum due to Lessor under any other lease, contract, agreement, arrangement or understanding;

(g) If any indebtedness of Lessee for borrowed money shall become due and payable by acceleration of the maturity date thereof; or

(h) If Lessor, in the exercise of reasonable judgment, shall determine that Lessee is generally not paying its debts as such debts become due. In addition, Lessee shall give Lessor 5 days' written notice prior to the filing of any voluntary petition of bankruptcy, written notice upon commencement of an involuntary bankruptcy proceeding, or written notice prior to taking any action with respect to all or any items of the Equipment in bankruptcy proceedings, and shall include in said written notice the venue of the anticipated proceedings and a copy of any relevant pleadings with respect thereto. Failure to give said written notice within the time as specified shall constitute an event of default hereunder and shall cause an immediate termination of this Agreement as to all items of Equipment. Said default and termination, however, shall not constitute an election of remedies and Lessor shall retain its rights to such other remedies as may be set forth in this Agreement.

19. Remedies of Default. Upon the occurrence of any event of default and at any time thereafter, Lessor, acting alone and/or through its agents, may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect:

(a) Declare the unpaid principal balance plus accrued interest to date through the end of the then current fiscal year under this Agreement to be immediately due and payable without notice or demand;

(b) Terminate this Agreement as to any or all items of Equipment;

(c) Without notice, demand, liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the leased Equipment may be, or is believed to be by Lessor, and repossess all or any item thereof, disconnecting and separating all or so much thereof as may be required to disconnect or separate same from any other property, Lessee hereby expressly waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession;

(d) Cause Lessee, at Lessee's expense, promptly to return the Equipment to Lessor, at such place as Lessor may designate, in the condition set forth above;

(e) Use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the premises of Lessee or at any other location without affecting the obligations of Lessee as provided in this Agreement;

(f) Sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee, and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than 10 days prior to the date thereof shall constitute reasonable notice thereof;

(g) Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof; or

(h) Exercise any and all rights accruing to Lessor under any applicable law upon a default by Lessee. In addition, Lessor shall be entitled to recover immediately as liquidated damages for the loss of a bargain and not as a penalty, a sum equal to the aggregate of the following:

(i) All unpaid Payments or other sums which are due and payable through the end of the then current fiscal year;

(ii) Any expense paid or incurred by Lessor in connection with the collection of such unpaid Payments and with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and legal expenses, and

(iii) The purchase option price, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise. Additionally, the measure of liquidated damages as set forth hereinabove shall be applicable to fix the damages accruing for the unexpired portion of this Agreement Term if this Agreement is not assumed by the Lessee in a bankruptcy proceeding. Should Lessor, however, estimate its actual damages to exceed the foregoing, Lessor may, at its option, recover its actual damages in lieu of or in addition thereto.

None of the remedies of Lessor under this Agreement are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity. Lessee agrees to pay Lessor all attorneys' fees and all costs and expenses incurred by Lessor in connection with the enforcement of the terms of this Agreement or any right or remedy hereunder. Any repossession or subsequent sale or lease by Lessor of any item of Equipment shall not bar any action for a deficiency as herein provided and the bringing of an action or the entry of a judgment against Lessee shall not bar Lessor's right to repossess any or all items of Equipment. Lessee waives any and all rights to notice and to a judicial hearing with respect to the repossession of the Equipment by Lessor in the event of a default hereunder by Lessee.

20. Amendments and Addendums. This Agreement may be amended or any of its terms modified only by written consent of Lessee and Lessor or its assignee.

In the event Lessee desires to buy other equipment, the parties may execute an addendum to this Agreement with respect to such other equipment by (i) executing a Lease Schedule for such equipment; (ii) executing an acceptance certificate of the equipment; and (iii) obtaining new opinions and other supporting documentation as required or permitted by this Agreement. For purposes of construing subsequent transactions concerning other equipment as an integrated contract, the following shall be considered a single transaction or legal and binding agreement:

(a) This Agreement, which provides basic terms and conditions;

(b) An executed Lease Schedule and acceptance certificate; and

(c) Schedules, exhibits, and other attachments to such documents that pertain to the equipment described in the delivery order, and supporting documentation such as, e.g., opinions of counsel and insurance certificates.

21. Notices. All notices to be given under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

22. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.

23. Governing Law. This Agreement shall be governed by the provisions hereof and by the laws of the State of Mississippi.

24. Delivery of Related Documents. Lessee will execute or provide as required by Lessor, the following documents and information in form and substance satisfactory to Lessor:

(a) Equipment Acceptance Certificate;

(b) Legal opinion of counsel as described in Section 1 above;

(c) Statement of Lessee describing the essential functions and uses of the Equipment;

(d) Documents evidencing title and delivery;

(e) Maintenance contract regarding Equipment, if any;

(f) Uniform Commercial Code Financing Statements;

(g) Certificates of liability and casualty insurance naming Lessor and its assigns as additional insureds;

(h) Invoicing instructions; and

(i) Other documents as reasonably requested by Lessor.

25. Entire Agreement; Waiver. This Agreement, together with the Lease Schedule(s) and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the Equipment. Any provisions of this Agreement found to be prohibited by law shall be ineffective

to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

26. Execution in Counterparts; Electronic Transaction. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument. In addition; the parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

[Signature page follows.]

28. Special Stipulations. Any amendment to the terms of this Agreement will be set forth in Exhibit A attached hereto ("Special Stipulations").

LESSOR:
Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

By: _____

Title: _____

Date: _____

LESSEE:
City of Starkville, Mississippi
110 West Main Street
Starkville, MS39759

By: _____

Title: Mayor

Date: 4/7/26

SPECIAL STIPULATIONS

LESSOR: Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

By: _____

Title: _____

Date: _____

LESSEE: City of Starkville, Mississippi
110 West Main Street
Starkville, MS 39759

By: _____

Title: Mayor

Date: 4/7/26

**** Taxable Transaction - Any tax exempt language in this contract does not apply.**

EXHIBIT A

105 SOUTH FRONT STREET
POST OFFICE BOX 7120
TUPELO, MISSISSIPPI 38802-7120
(662) 842-3871
FACSIMILE (662) 842-8450

BERKLEY N. HUSKISON
DIRECT (662) 245-5134
EMAIL: bhuskison@mitchellmcnutt.com

MITCHELL McNUTT
SINCE 1904
POST OFFICE BOX 1366
COLUMBUS, MISSISSIPPI 39703-1366
215 FIFTH STREET NORTH
COLUMBUS, MISSISSIPPI 39701
(662) 328-2316
FACSIMILE (662) 328-8035

200 JEFFERSON AVENUE
SUITE 920
MEMPHIS, TENNESSEE 38103
(901) 527-2585
FACSIMILE (901) 527-2361

1216 VAN BUREN
POST OFFICE BOX 947
OXFORD, MISSISSIPPI 38655
(662) 234-4845
FACSIMILE (662) 234-9071

April 10, 2026

Cadence Equipment Finance,
a Division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

RE: Equipment Lease - Purchase Agreement dated April 7, 2026, and Lease Schedule No. 018 thereto, dated April 7, 2026, by and between Cadence Equipment Finance, a division of The Huntington National Bank, as Lessor, and City of Starkville, Mississippi, as Lessee.

Ladies and Gentlemen:

I am the attorney for City of Starkville, Mississippi (the "Lessee") and pursuant to the above-referenced transaction, I am familiar with the above-referenced Equipment Lease - Purchase Agreement and Lease Schedule No. 018 thereto (together, the "Agreement").

Based on the examination of the Agreement and such other documents, records and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Mississippi, and has a substantial amount of at least one of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. Lessee is authorized by the Constitution and laws of the State of Mississippi to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms.

3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby.

4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.

6. The equipment subject to the Agreement is personal property and when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Mississippi.

7. All required open meeting laws and public bidding procedures regarding the award and approval of the Agreement have been followed by the Lessee.

You and your successors and assigns are entitled to rely upon this opinion.

Sincerely,

/s/ Berkley N. Huskison

Berkley N. Huskison
Attorney for City of Starkville, Mississippi

BNH.fh

LEASE SCHEDULE NO: 018

Dated as of: April 7, 2026 To Agreement No:

THIS LEASE SCHEDULE is issued pursuant to an Equipment Lease - Purchase Agreement dated as of April 7, 2026 (the "Agreement"), between the parties for the acquisition of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Payments required under the Agreement for the Equipment designated on this Lease Schedule are included in Schedule A. A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as set forth in **Schedule A** hereto. Lessee shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

B. LATE PAYMENTS.

There will be a charge of 4% of the payment amount per payment period, based on the amount of any Payments which remain unpaid for fifteen (15) days after the due date.

C. FISCAL YEAR.

Lessee's fiscal year period is from 10/01 to 9/30.

D. CONCLUDING PAYMENT.

Lessee shall have the option to purchase the Equipment described herein in accordance with Section 14 of the Agreement upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

E. EQUIPMENT DESCRIPTION.

The Equipment as defined in the Agreement includes the following: One (1) 2026 Mack TE64R Tractor/Truck (VIN: 1M2TE2GC0VM015958) with Heil DPHP Refuse Bed (S/N: HPS4972940)

EXHIBIT C

F. LOCATION.

110 West Main Street, STARKVILLE, MS 39759.

G. NA.

H. REPRESENTATIONS.

THE TERMS GOVERNING THIS LEASE SCHEDULE ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

Lessor shall not be bound by this Lease Schedule until it is executed by an authorized officer of Lessor at Lessor's principal place of business.

DATED as of the day and year first above stated on this Lease Schedule.

LESSOR:	LESSEE:
Cadence Equipment Finance, a division of The Huntington National Bank 17 Highway 64 East Alma, AR 72921	City of Starkville, Mississippi 110 West Main Street Starkville, MS 39759
By: _____	By: _____
Title: _____	Title: Mayor

SCHEDULE A

City of Starkville, Mississippi
7334 002-0070314-018
DRAFT COPY - PAYMENT DUE DATE WILL BE AMENDED AT CLOSING

Nominal Annual Rate: 4.470%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	04/01/2026	433,979.52	1		
2	Lease Payment	05/01/2026	6,684.86	36	Monthly	04/01/2029
3	Residual	05/01/2029	240,000.00	1		

TValue Amortization Schedule - Normal, 30E3/360

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	04/01/2026					433,979.52
1	05/01/2026	6,684.86		1,616.57	5,068.29	428,911.23
2	06/01/2026	6,684.86		1,597.69	5,087.17	423,824.06
3	07/01/2026	6,684.86		1,578.74	5,106.12	418,717.94
4	08/01/2026	6,684.86		1,559.72	5,125.14	413,592.80
5	09/01/2026	6,684.86		1,540.63	5,144.23	408,448.57
6	10/01/2026	6,684.86		1,521.47	5,163.39	403,285.18
7	11/01/2026	6,684.86		1,502.24	5,182.62	398,102.56
8	12/01/2026	6,684.86		1,482.93	5,201.93	392,900.63
2026 Totals		**53,478.88**	**0.00**	**12,399.99**	**41,078.89**	
9	01/01/2027	6,684.86		1,463.55	5,221.31	387,679.32
10	02/01/2027	6,684.86		1,444.11	5,240.75	382,438.57
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12	04/01/2027	6,684.86		1,404.99	5,279.87	371,898.42
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17	09/01/2027	6,684.86		1,305.92	5,378.94	345,202.59
18	10/01/2027	6,684.86		1,285.88	5,398.98	339,803.61
19	11/01/2027	6,684.86		1,265.77	5,419.09	334,384.52
20	12/01/2027	6,684.86		1,245.58	5,439.28	328,945.24
2027 Totals		**80,218.32**	**0.00**	**16,262.93**	**63,955.39**	
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22	02/01/2028	6,684.86		1,204.98	5,479.88	318,005.82
23	03/01/2028	6,684.86		1,184.57	5,500.29	312,505.53
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	Date	Lease Payment	Residual	Interest	Principal	Balance
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26	06/01/2028	6,684.86		1,122.88	5,561.98	295,881.43
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32	12/01/2028	6,684.86		997.40	5,687.46	262,071.73
2028 Totals		**80,218.32**	**0.00**	**13,344.81**	**66,873.51**	
33	01/01/2029	6,684.86		976.22	5,708.64	256,363.09
34	02/01/2029	6,684.86		954.95	5,729.91	250,633.18
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36	04/01/2029	6,684.86		912.19	5,772.67	239,109.26
Residual	05/01/2029		240,000.00	890.74	239,109.26	0.00
2029 Totals		**26,739.44**	**240,000.00**	**4,667.71**	**262,071.73**	
Grand Totals		**240,654.96**	**240,000.00**	**46,675.44**	**433,979.52**	

EQUIPMENT ACCEPTANCE NOTICE

TO: Cadence Equipment Finance, a division of The Huntington National Bank

RE: Lease Schedule No. 018 dated April 7, 2026 to Equipment Lease - Purchase Agreement dated April 7, 2026 (together, the "Agreement"), by and between Cadence Equipment Finance, a division of The Huntington National Bank, as Lessor, and City of Starkville, Mississippi, as Lessee

This is to acknowledge that the delivery and/or installation of the Equipment, described in the above-referenced Lease Schedule has been completed in accordance with the terms of the above-referenced Equipment Lease - Purchase Agreement and that Lessee has duly delivered to and received in proper form all purchase orders, invoices or such forms or documents required by Lessee to assure commencement of Payments on May 1, 2026, in accordance with Section 2 of the Agreement.

The undersigned has inspected said Equipment. Said Equipment satisfies provisions of Section 2 of the above-referenced Agreement, and it is accepted according to the provisions contained therein.

LESSEE:

City of Starkville, Mississippi

By: _____

Title: Mayor

Date: 4/7/26

THE CITY OF STARKVILLE

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Cadence Equipment Finance,
a division of The Huntington National Bank 17 Highway 64 East
Alma, AR 72921

RE: Equipment Lease - Purchase Agreement , dated April 7, 2026 and Lease Schedule No.018, dated April 7, 2026 (together, the "Agreement")

Ladies and Gentlemen:

The equipment purchased under the above-referenced Agreement, and associated peripheral equipment that we are buying under said Agreement, will be used by the City of Starkville. The equipment will not be used in any private business or put to any private business use.
The functions of the equipment will include Garbage Pickup and are deemed to be essential to the efficient operation of the City of Starkville.

Sincerely,

DISBURSEMENT REQUEST

Pursuant to that certain M[redacted] Contract No. [redacted] dated effective _____ between City of Starkville, Mississippi and CADENCE EQUIPMENT FINANCE, A DIVISION OF THE HUNTINGTON NATIONAL BANK, the parties hereto hereby request disbursement of funds in the amount and manner described below.

Please disburse to: Ingram Equpment Company

Amount to disburse: $433,979.52

Form of disbursement: Wire

IN WITNESS WHEREOF: the parties hereto have executed this Agreement in multiple counterparts, each of which is and shall be considered an original for all intents and purposes, effective as of the date first written above.

By: _____

Name: Lynn Spruill

Title: Mayor

Date: 4/7/26

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT - LEASE PURCHASE AGREEMENT WITH CADENCE EQUIPMENT FINANCE, A DIVISION OF THE HUNTINGTON NATIONAL BANK

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

1. The Lessee desires to enter into an Equipment Lease - Purchase Agreement with the Lease Schedule and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (collectively, the "Agreement") with Cadence Equipment Finance, a division of The Huntington National Bank (the "Lessor"), for the purpose of leasing with an option to purchase the equipment as described therein for the total cost specified therein (the "Equipment").

2. It is in the best interest of the public purposes of the Lessee that the Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and

3. It is necessary for Lessee to approve and authorize the Agreement.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and Lynn Spruill (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2026.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or

appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, Alderman Pochop moved that the foregoing resolution be adopted. Alderman Skinner seconded the motion for its adoption. The Mayor put the question to a vote and the result was 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	Voted: Yea

The motion having received the affirmative vote of all members present, the declared the motion carried and the resolution adopted, this the 7th day of April , 2026.

(Signature)

ATTEST:

7334

002-0070314-018

TO BE COMPLETED BY INSURANCE AGENT

CERTIFICATION OF INSURANCE PROTECTION ON FINANCED EQUIPMENT

This is to certify that the polices enumerated below have been issued to the Named Insured (Lessee).

City of Starkville, Mississippi

110 West Main Street

Starkville, MS 39759

Description of Property Financed to above Named Insured by Lessor named below (Lessor) includes the following:

One (1) 2026 Mack TE64R Tractor/Truck (VIN: 1M2TE2GC0VM015958) with Heil DPHP Refuse Bed (S/N: HPS4972940)

Lessee shall maintain:
ALL RISK PROPERTY INSURANCE covering all risk of physical loss to each item of equipment described above for the actual value of such item(s). Including Cadence Equipment Finance, a division of The Huntington National Bank (Lessor) as LOSS PAYEE, and an endorsement or certificate issued to Lessor stating that payment of any loss will be made to Cadence Equipment Finance, a division of The Huntington National Bank and the Lessee.

Policy Number BAOR2848169

Insurance Company Travelers

Policy Period Effective Date 6-1-25 Expiration Date 6-1-26

Amount of Insurance $435,000 Deductible (if any) 5,000 (MAX) 25,000

The above policy(s) will not be altered or cancelled by the insurer without ten (10) days prior written notice to: Cadence Equipment Finance, a division of The Huntington National Bank
P.O. Box 863299
Plano, TX 75086

This Certificate of Insurance Protection will serve as evidence of required coverage by the Lessee until certificates and/or endorsements are issued directly to Cadence Equipment Finance, a division of The Huntington National Bank. Please forward to CEF via email: CEFinfo@cadencebank.com or fax: 800-322-1611

Name and address of AUTHORIZED REPRESENTATIVE

Sunstar Insurance Services - Ashley Vance

PO Box 843 Starkville, MS 39760

(SIGNATURE OF INSURANCE REPRESENTATIVE)	DATE	PHONE
[signature]	4-9-26	662-323-5550

Cadence Equipment Finance, a division of The Huntington National Bank

Authorization Agreement for Direct Payment (ACH Debits)

I (We) hereby authorize Cadence Equipment Finance, a division of The Huntington National Bank to initiate debit entries to my (our) checking account indicated below at Depository named below to debit the same to such account.

Customer Name: City of Starkville, Mississippi

Depository Name: Renasant Bank Branch: Starkville

City: Starkville State: MS Zip: 39759

Routing Number: 084201294 Account Number: 8011588699

Please provide the contract number*** to which this payment will be applied:

Contract Number: 002-0070314-018 Payment Amount $ **6,684.86 monthly**

This authorization is to remain in full force and effect until the Bank listed above or Cadence Equipment Finance, a division of The Huntington National Bank has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Bank and Depository a reasonable opportunity to act on it.

Name(s): Lynn Spruill (Please Print) Signature: [signature]

Stephen Corban (Please Print) Signature: [signature]

Date: 4/8/26

******Please note that for each contract individually, a form must be filled out and signed******

NOT REQUIRED

CADENCE Bank IS NOW PART OF Huntington Bank

April 1, 2026

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

Re: Master Lease No. 7334, Schedule No. 70314-019

One (1) New Heil DPHP Front loader on Mack Chassis

Please Find the lease documents on the above lease to be executed enclosed. An instruction sheet is attached to help in executing these documents.

Once the paperwork has been completed, please mail it back to:
Cadence Equipment Finance, a division of The Huntington National Bank

Julie Crabtree
17 Hwy 64 E
Alma, AR 72921

*Please be sure to enclose the original Counsel's Opinion Letter along with our original signed documents.

*Please note that Cadence Equipment Finance, a division of The Huntington National Bank must be listed as 1st lienholder on titled vehicles.
If you have any questions or need further assistance, please give **Jonathan King** a call at **228-223-4642**.

Sincerely,

Julie Crabtree
Sales Support
Enclosures

INSTRUCTIONS FOR EXECUTING DOCUMENTS

Document	**Instructions**
Special Stipulations	Sign and Date
Exhibit A	
Legal Counsel's Opinion Exhibit B	Should be typed on counsel's letterhead Should be the date the Delivery Order is signed
Lease Schedule Exhibit C	1st line - Date 2nd line - Date of Contract C. Insert Buyer's fiscal year E. Insert description of Equipment (if blank) F. Insert location(s) of Equipment Page 2 - Sign and Date
Equipment Acceptance Certificate Exhibit D	4th line - Delivery Order Date 7th line - Date this acceptance signed Sign and Date
Resolution	Section 1. - Name of person authorized to sign Contract and Delivery Order (review, complete, sign and date)
Essential Use Letter	Type on your letterhead. Insert user of the Equipment and the use/purpose of the Equipment
Invoice	__ Advance rental _**x** Payments in arrears
Insurance Certificate or Statement	Send proof of Insurance

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:

Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

SPECIAL STIPULATIONS

LESSOR: Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

By: _____

Title: _____

Date: _____

LESSEE: City of Starkville, Mississippi
110 West Main Street
Starkville, MS 39759

By: _____

Title: Mayor

Date: 4/7/26

**** Taxable Transaction - Any tax exempt language in this document does not apply.**

EXHIBIT A

105 South Front Street
Post Office Box 7120
Tupelo, Mississippi 38802-7120
(662) 842-3871
Facsimile (662) 842-8450

Berkley N. Huskison
direct (662) 245-5134
email: bhuskison@mitchellmcnutt.com

MITCHELL McNUTT
SINCE 1904

Post Office Box 1366
Columbus, Mississippi 39703-1366
215 Fifth Street North
Columbus, Mississippi 39701
(662) 328-2316
Facsimile (662) 328-8035

200 Jefferson Avenue
Suite 920
Memphis, Tennessee 38103
(901) 527-2585
Facsimile (901) 527-2361

1216 Van Buren
Post Office Box 947
Oxford, Mississippi 38655
(662) 234-4845
Facsimile (662) 234-9071

April 10, 2026

Cadence Equipment Finance,
a Division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

RE: Equipment Lease - Purchase Agreement dated April 7, 2026, and Lease Schedule No. 019 thereto, dated April m7, 2026, by and between Cadence Equipment Finance, a division of The Huntington National Bank, as Lessor, and City of Starkville, Mississippi, as Lessee.

Ladies and Gentlemen:

I am the attorney for City of Starkville, Mississippi (the "Lessee") and pursuant to the above-referenced transaction, I am familiar with the above-referenced Equipment Lease - Purchase Agreement and Lease Schedule No. 019 thereto (together, the "Agreement").

Based on the examination of the Agreement and such other documents, records and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Mississippi, and has a substantial amount of at least one of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. Lessee is authorized by the Constitution and laws of the State of Mississippi to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms.

3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby.

4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.

6. The equipment subject to the Agreement is personal property and when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Mississippi.

7. All required open meeting laws and public bidding procedures regarding the award and approval of the Agreement have been followed by the Lessee.

You and your successors and assigns are entitled to rely upon this opinion.

Sincerely,

/s/ Berkley N. Huskison

Berkley N. Huskison
Attorney for City of Starkville, Mississippi

BNH.fh

LEASE SCHEDULE NO: 019

Dated as of: April 7, 2026 To Agreement No: 7334

THIS LEASE SCHEDULE is issued pursuant to an Equipment Lease - Purchase Agreement dated as of April 7, 2026 (the "Agreement"), between the parties for the acquisition of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Payments required under the Agreement for the Equipment designated on this Lease Schedule are included in Schedule A. A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as set forth in **Schedule A** hereto. Lessee shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

B. LATE PAYMENTS.

There will be a charge of 4% of the payment amount per payment period, based on the amount of any Payments which remain unpaid for fifteen (15) days after the due date.

C. FISCAL YEAR.

Lessee's fiscal year period is from 10/1 to 9/30.

D. CONCLUDING PAYMENT.

Lessee shall have the option to purchase the Equipment described herein in accordance with Section 14 of the Agreement upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

E. EQUIPMENT DESCRIPTION.

The Equipment as defined in the Agreement includes the following: One (1) 2026 Mack TE64R Tractor/Truck (VIN: 1M2TE2GC9VM015957) with Heil DPHP Refuse Bed (S/N: HPS4972955)

EXHIBIT C

F. LOCATION.

110 West Main Street, STARKVILLE, MS 39759.

G. NA

H. REPRESENTATIONS.

THE TERMS GOVERNING THIS LEASE SCHEDULE ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

Lessor shall not be bound by this Lease Schedule until it is executed by an authorized officer of Lessor at Lessor's principal place of business.

DATED as of the day and year first above stated on this Lease Schedule.

LESSOR:	LESSEE:
Cadence Equipment Finance, a division of The Huntington National Bank 17 Highway 64 East Alma, AR 72921	City of Starkville, Mississippi 110 West Main Street Starkville, MS 39759
By: _____	By: _____
Title: _____	Title: Mayor

SCHEDULE A

City of Starkville, Mississippi
7334 002-0070314-019

DRAFT COPY - PAYMENT DUE DATE WILL BE AMENDED AT CLOSING
Nominal Annual Rate: 4.470%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	04/01/2026	433,979.52	1		
2	Lease Payment	05/01/2026	6,684.86	36	Monthly	04/01/2029
3	Residual	05/01/2029	240,000.00	1		

TValue Amortization Schedule - Normal, 30E3/360

	Date	Lease Payment	Residual	Interest	Principal	Balance
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4	08/01/2026	6,684.86		1,559.72	5,125.14	413,592.80
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Residual	05/01/2029		240,000.00	890.74	239,109.26	0.00
2029 Totals		**26,739.44**	**240,000.00**	**4,667.71**	**262,071.73**	
Grand Totals		**240,654.96**	**240,000.00**	**46,675.44**	**433,979.52**	

EQUIPMENT ACCEPTANCE NOTICE

TO: Cadence Equipment Finance, a division of The Huntington National Bank

RE: Lease Schedule No. 019 dated April 7, 2026 to Equipment Lease - Purchase Agreement dated April 7, 2026 (together, the "Agreement"), by and between Cadence Equipment Finance, a division of The Huntington National Bank, as Lessor, and City of Starkville, Mississippi, as Lessee

This is to acknowledge that the delivery and/or installation of the Equipment, described in the above-referenced Lease Schedule has been completed in accordance with the terms of the above-referenced Equipment Lease - Purchase Agreement and that Lessee has duly delivered to and received in proper form all purchase orders, invoices or such forms or documents required by Lessee to assure commencement of Payments on May 1, 2026, in accordance with Section 2 of the Agreement.

The undersigned has inspected said Equipment. Said Equipment satisfies provisions of Section 2 of the above-referenced Agreement, and it is accepted according to the provisions contained therein.

LESSEE:

City of Starkville, Mississippi

By: _____

Title: Mayor

Date: 4/7/26

EXHIBIT D

THE CITY OF STARKVILLE

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Cadence Equipment Finance,
a division of The Huntington National Bank 17 Highway 64 East
Alma, AR 72921

RE: Equipment Lease - Purchase Agreement 7334, dated April 7, 2026 and Lease Schedule No.019, dated April 7, 2026 (together, the "Agreement")

Ladies and Gentlemen:

The equipment purchased under the above-referenced Agreement, and associated peripheral equipment that we are buying under said Agreement, will be used by the City of Starkville. The equipment will not be used in any private business or put to any private business use.
The functions of the equipment will include Refuse Pickup and are deemed to be essential to the efficient operation of the City of Starkville.

Sincerely,

DISBURSEMENT REQUEST

Pursuant to that certain N□□□M□□□□□□□□□□□□ Contract No. □□□□□□□□□□□□□ dated effective _____ between City of Starkville, Mississippi and CADENCE EQUIPMENT FINANCE, A DIVISION OF THE HUNTINGTON NATIONAL BANK, the parties hereto hereby request disbursement of funds in the amount and manner described below.

Please disburse to: Ingram Equpment Company

Amount to disburse: $433,979.52

Form of disbursement: Wire

IN WITNESS WHEREOF: the parties hereto have executed this Agreement in multiple counterparts, each of which is and shall be considered an original for all intents and purposes, effective as of the date first written above.

By: _____

Name: Lynn Spruill

Title: Mayor

Date: 4/7/26

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT - LEASE PURCHASE AGREEMENT WITH CADENCE EQUIPMENT FINANCE, A DIVISION OF THE HUNTINGTON NATIONAL BANK

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

1. The Lessee desires to enter into an Equipment Lease - Purchase Agreement with the Lease Schedule and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (collectively, the "Agreement") with Cadence Equipment Finance, a division of The Huntington National Bank (the "Lessor"), for the purpose of leasing with an option to purchase the equipment as described therein for the total cost specified therein (the "Equipment").

2. It is in the best interest of the public purposes of the Lessee that the Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and

3. It is necessary for Lessee to approve and authorize the Agreement.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and Lynn Spruill (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2026.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or

appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, Alderman Pochop moved that the foregoing resolution be adopted. Alderman Skinner seconded the motion for its adoption. The Mayor put the question to a vote and the result was 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	Voted: Yea

The motion having received the affirmative vote of all members present, the declared the motion carried and the resolution adopted, this the 7th day of April , 2026.

(Signature)

ATTEST:

(SEAL)

7334

002-0070314-019

TO BE COMPLETED BY INSURANCE AGENT

CERTIFICATION OF INSURANCE PROTECTION ON FINANCED EQUIPMENT

This is to certify that the polices enumerated below have been issued to the Named Insured (Lessee).

City of Starkville, Mississippi

110 West Main Street

Starkville, MS 39759

Description of Property Financed to above Named Insured by Lessor named below (Lessor) includes the following:

One (1) 2026 Mack TE64R Tractor/Truck (VIN: 1M2TE2GC9VM015957) with Heil DPHP Refuse Bed (S/N: HPS4972955)

Lessee shall maintain:
ALL RISK PROPERTY INSURANCE covering all risk of physical loss to each item of equipment described above for the actual value of such item(s). Including Cadence Equipment Finance, a division of The Huntington National Bank (Lessor) as LOSS PAYEE, and an endorsement or certificate issued to Lessor stating that payment of any loss will be made to Cadence Equipment Finance, a division of The Huntington National Bank and the Lessee.

Policy Number BAOR284869
Insurance Company Travelers
Policy Period Effective Date 6-1-25 Expiration Date 6-1-26
Amount of Insurance $435,000 Deductible (if any) 5,000 (MAX) 25,000

The above policy(s) will not be altered or cancelled by the insurer without ten (10) days prior written notice to: Cadence Equipment Finance, a division of The Huntington National Bank
P.O. Box 863299
Plano, TX 75086

This Certificate of Insurance Protection will serve as evidence of required coverage by the Lessee until certificates and/or endorsements are issued directly to Cadence Equipment Finance, a division of The Huntington National Bank. Please forward to CEF via email: CEFinfo@cadencebank.com or fax: 800-322-1611

Name and address of AUTHORIZED REPRESENTATIVE

Sunstar Insurance Services - Ashley Vance

Po Box 843 Starkville, MS 39760

Ashley Vance 4-9-26 662-323-5550

(SIGNATURE OF INSURANCE REPRESENTATIVE) DATE PHONE

Cadence Equipment Finance, a division of The Huntington National Bank

Authorization Agreement for Direct Payment (ACH Debits)

I (We) hereby authorize Cadence Equipment Finance, a division of The Huntington National Bank to initiate debit entries to my (our) checking account indicated below at Depository named below to debit the same to such account.

Customer Name: City of Starkville, Mississippi

Depository Name: Renasant Bank Branch: Starkville

City: Starkville State: MS Zip: 39759

Routing Number: 084201294 Account Number: 8011588699

Please provide the contract number*** to which this payment will be applied:

Contract Number: 002-0070314-019 Payment Amount $ **6,684.86 monthly**

This authorization is to remain in full force and effect until the Bank listed above or Cadence Equipment Finance, a division of The Huntington National Bank has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Bank and Depository a reasonable opportunity to act on it.

Name(s) Lynn Sprvill Signature
(Please Print)

Stephen Corban Signature
(Please Print)

Date 4/7/26

Please note that for each contract individually, a form must be filled out and signed

NOT REQUIRED

LONESTAR TRUCK GROUP | TAG TRUCK CENTER | TNTXTRUCK.com

ABILENE, TX	ALBUQUERQUE, NM	BRYAN, TX	CALVERT CITY, KY
EL DORADO, AR	FARMINGTON, MO	FARMINGTON, NM	JACKSON, MO
JACKSON, TN	JONESBORO, AR	MEMPHIS, TN	PARIS, TX
POPLAR BLUFF, MO	SAN ANGELO, TX	SHREVEPORT, LA	SIKESTON, MO
SPRINGFIELD, MO	TEMPLE, TX	TEXARKANA, TX	TUPELO, MS
TYLER, TX	WACO, TX	WEST MEMPHIS, AR	WICHITA FALLS, TX

TAG Truck Center of Tupelo

4600 MCCULLOUGH BLVD TUPELO, MS 38804
P: (662) 844-3262 Dealer Code: AUHD

SERVICE INVOICE: R680087272:01
ESTIMATE: E680040399
TAG NUMBER: 125
LICENSE PLATE NUMBER:

BILL TO
CITY OF STARKVILLE - 2057234
506 DR DL CONNER DR
STARKVILLE MS 39759
P: (662) 323-2652

DELIVER TO
CITY OF STARKVILLE - 2057234
506 DR DL CONNER DR
STARKVILLE MS 39759
P: (662) 323-2652

Customer Phone: (662) 323-2652

DATE ARRIVED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER PO#
3/3/2026 3:35:20PM	3/20/2026	SCC	ANDREA	IBS	H-21736

YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	ENGINE HOURS	IN SERVICE	ENGINE SERIAL #	ODOMETER
2020	Rosenbauer	Firetruck	54F2FB61XLWM12661	ENG 4		5/1/2020	74642190	32,463

Operations

JOB# 1 EXPRESS ASSESSMENT — **CUSTOMER PAY**

CLAIM NUMBER#

COMPLAINT: OIL LEAK - CHECK PREVIOUS REPAIR IN HARD CARD

CAUSE: ST0336

CORRECTION: PULLED UNIT IN SHOP AND CHOCK WHEELS, RAN UNIT AND CHECKED FOR OIL LEAKS, FOUND INJECTOR HARNESS PASSTHRUE CONNECTORS LEAKING OIL, REMOVED EGR CROSSOVER AND VALVE, DISCONNECTED CAC PIPE AND REMOVED INTAKE CONNECTION, REMOVED CRANKECASE BREATHER AND NOX SENSOR, REMOVED VALVE COVER AND BOTH JAKE BRAKES, REPLACED ALL 3 INJECTOR HARNESSES AND CLEANED SEALING SURFACES, INSTALLED VALVE COVER WITH NEW GASKET AND ASSEMBLED ALL OTHER REMOVED PARTS WITH NEW GASKETS, STEAM CLEANED ENGINE AFTER REPAIR AND LET ENGINE RUN TO CHECKE FOR LEAKS,CHECKED FOR LEAKS AND FOUND NO FAULT.

STATUS	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
SOLD	1	680C/5295436	GASKET,CONNECTION	6.61	6.61
SOLD	2	680X/TEC-A-BRAKE	BRAKE PARTS CLEANER	5.40	10.80
SOLD	1	680C/3959798	GASKET,VALVE COVER	58.54	58.54
SOLD	1	680C/5272959	GASKET,RKR LEVER H	24.71	24.71
SOLD	1	680C/5253019	GASKET,EXH GAS RCN	15.60	15.60
SOLD	2	680C/4932615	GASKET,CONNECTION	4.60	9.20
SOLD	3	680C/4934545	HARNESS,WIRING	111.65	334.95
SOLD		C	RO BIN		
SOLD	10	680F/23-13482-002	TIE-FIR TREE MTD 6.5-7.0MM FT7	0.65	6.50
SOLD		LABOR			1,290.00
SOLD		SOFTW	Technology Charge		0.00

TAG Truck Center of Tupelo
4600 MCCULLOUGH BLVD TUPELO, MS 38804
P: (662) 844-3262 Dealer Code: AUHD

SERVICE INVOICE: R680087272:01

ESTIMATE: E680040399

SOLD Prepay: 0.00 Parts: 466.91 Labor: 1,290.00 Misc: 0.00 Sublet: 0.00 Subtotal: 1,756.91

Job # Subtotal: 1,756.91

JOB# 2 CHASSIS COMPLAINT

CUSTOMER PAY

CLAIM NUMBER#

COMPLAINT: A/C BLOWING HOT

CAUSE:

CORRECTION:

STATUS	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
SOLD		LABOR			0.00

SOLD Prepay: 0.00 Parts: 0.00 Labor: 0.00 Misc: 0.00 Sublet: 0.00 Subtotal: 0.00

Job # Subtotal: 0.00

TAG Truck Center of Tupelo
4600 MCCULLOUGH BLVD TUPELO, MS 38804
P: (662) 844-3262 Dealer Code: AUHD

SERVICE INVOICE: R680087272:01

ESTIMATE: E680040399

We really do appreciate your business.
Visit our new location at 4600 McCullough Blvd

TERMS AND CONDITIONS OF SALE AND DISCLAIMER OF WARRANTIES

1. Disclaimer for Labor. Seller disclaims all warranties, either express or implied, for labor performed in the repair of Owner's vehicle; however, notwithstanding the foregoing, Seller shall warranty its labor for a period of ninety (90) days next following the date of such repair.
2. Disclaimer for Parts. Any warranties on the product sold hereby are those made by the manufacturer. Seller disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts.
3. Parts Return Policy. Special order electrical parts require a deposit and are not returnable. All returnable parts are subject to the manufacturer's warranty and a fifteen percent (15%) restocking charge. All claims for returned parts must be accompanied by the purchase invoice. No refund after 30 days. Seller is not responsible for labor on parts not installed by in Seller's shop. We hereby certify that all parts were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the administrator of wage and hour division issued under section 14 thereof.
4. Terms. Strictly cash unless arrangements made. Open account terms: Net 10th prox. All invoices remaining unpaid 30 days from the date of statement they appear on are subject to late charge of 1-1/2% per month.
5. Mechanic's Lien Notice. Failure to pay invoice places any vehicles worked on subject to repossession under §9 609, Texas Business and Commerce Code.

AUTHORIZED BY: [signature] DATE: 4/7/26

PRINT: Lynn Spruill EMAIL: C.PERKINS@CITYOFSTARKVILL.ORG

Parts:	$2,394.81
Labor:	$2,860.00
Sublet:	$0.00
Misc:	$0.00
PrePay:	$0.00
Shop Supplies:	$250.00
Diagnostics:	$0.00
Taxes:	$0.00
Total:	**$5,504.81**

Please Remit to:
Interstate Billing Service
PO Box 2208
Decatur, Al 35609-2208

RE: IBS Account # 866432

TAG Truck Center of Tupelo
4600 MCCULLOUGH BLVD TUPELO, MS 38804
P: (662) 844-3262 Dealer Code: AUHD

SERVICE INVOICE: R680087272:01

ESTIMATE: E680040399

JOB# 4 OTHER ENGINE COMPLAINT

CUSTOMER PAY

CLAIM NUMBER#

COMPLAINT: REPLACE FUEL FILTERS AND DEF FILTER

CAUSE:

CORRECTION: CHANGED FUEL FILTERS COULD NOT GET DEF FILTER OUT. DEF FILTER PULLED APART ANF THE TOP OF THE FILTER WAS STUCK IN PUMP, I REMOVED PUMP FOR ACCESS AND GOT TOP OF FILTER OUT OF PUMP, INSTALLED NEW FILTER AND INSTALLED DEF PUMP.

STATUS	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
SOLD	1	680V/FG FF63054NN	FUEL FILTER	72.72	72.72
SOLD	1	680V/FG UF106	UREA FILTER	246.45	246.45
SOLD	1	680V/FG FS1098	FILTER - FUEL/WATER SEPERATOR,	112.40	112.40
SOLD		LABOR			270.00

SOLD Prepay: 0.00 Parts: 431.57 Labor: 270.00 Misc: 0.00 Sublet: 0.00 Subtotal: 701.57

Job # Subtotal: 701.57

JOB# 5 FREE COURTESY PRE-INSPECTION

CUSTOMER PAY

CLAIM NUMBER#

COMPLAINT: FREE COURTESY PRE-INSPECTION **

CAUSE:

CORRECTION: COMPLETED INSPECTION AND FOUND NO FAULT.

STATUS	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
SOLD		LABOR			0.00

SOLD Prepay: 0.00 Parts: 0.00 Labor: 0.00 Misc: 0.00 Sublet: 0.00 Subtotal: 0.00

Job # Subtotal: 0.00

TAG Truck Center of Tupelo
4600 MCCULLOUGH BLVD TUPELO, MS 38804
P: (662) 844-3262 Dealer Code: AUHD

SERVICE INVOICE: R680087272:01

ESTIMATE: E680040399

JOB# 3 CHASSIS COMPLAINT

CUSTOMER PAY

CLAIM NUMBER#

COMPLAINT: BRAKE ISSUE - AFTER SITS ABOUT 20 MINS BRAKES WONT RELEASE

CAUSE:

CORRECTION: CHECKED AND FOUND BRAKES SLOW TO RELEASE, I GREASED SLACK ADJUSTER AND SCAM TUBES, ACTUATED BRAKES NUMEROUS TIMES, BRAKES RELEASE AS THEY SHOULD,AFTER SITTING THE BRAKES WERE SLOW TO RELEASE. PULLED BOTTOM BRAKE PLEATS ON REAR BRAKESAND CHECKED BRAKES ARE LOW BUT NOT CAMMING OVER ERLEASED PARKING BRAKE AND CHECKED FOR AIR AT CHAMBER HAD AIR AND BRAKES RELEASED STARTED ENGINE AND BUILTED AIR GOT ON THE FOOT VALVE HARD UNTIL BRAKES HUNG COULD PULL SLACK ADJUSTERS BACK BY HAND IS NOT AN AIR PROBLEM NEEDS REAR S CAMES CLEANED UP AND REAR BRAKES AND DRUMS PARTS COULD LOOK UP PARTS WILL NEED TO PULL BRAKES AND DRUMS TO GET PARTS ON THE ESTIMATE.LIFTED TRUCK IN AIR, PUT ON JACK STAMDS, PULLED WHEELS AND TIRES, PULLED BRAKE DRUMS AND BRAKES,PULLED AND REPLACED RIGHT AND LEFT REAR BRAKES, BUSHINGS AND LEFT DRUM PUT TIRES AND WHEELS BACK ON PUT HUBCAP MOUNTING BRACKET AND HUBCAP AND LUG NUT COVERS BACK ON ADJUSTED LEFT REAR BRAKES,INSTALLED THE NEW DRUM ON THE RIGHT REAR PUT THE TIRES AND WHEELS, HUB CAP MOUNT BRACKET; HUB CAP AND LUG NUT COVERS BACK ON GOT THE TRUCK OFF OF THE STANDS AND LET SET WITH PARKING BRAKE LOCKED WILL CHECK LATER TURNED CORES IN TO PARTS DEPARTMENT AND GOT CORE STAMP PUT THE OLD DRUMS IN THE SCRAP METAL CLEANED SHOP BAY

STATUS	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
SOLD	3	680X/CHASSIS GREASE SHOP	GREASE PER POUND - 120 LB KEG	6.21	18.63
SOLD	2	680V/WWD 666618	BRAKE DRUM 16.50 X 7.0 BAL.	529.22	1,058.44
SOLD	2	680V/TDA XK23014515PC	SERVICE BRAKE SHOE AND LINING	209.63	419.26
SOLD	2	680V/TDA XK23014515PC-CORE	SERVICE BRAKE SHOE AND LINING	480.00	960.00
SOLD	-2	680V/TDA XK23014515PC-CORE	SERVICE BRAKE SHOE AND LINING	480.00	-960.00
SOLD		LABOR			1,300.00

SOLD Prepay: 0.00 Parts: 1,496.33 Labor: 1,300.00 Misc: 0.00 Sublet: 0.00 Subtotal: 2,796.33

Job # Subtotal: 2,796.33

16. REQUEST PERMISSION TO APPLY FOR 2026 FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT. THE AMOUNT OF THIS GRANT WILL BE APPROXIMATELY $35,778.73. THE TURNOUTS WILL BE PURCHASED UPFRONT AND SFD WILL BE REIMBURSED 100%.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval to apply for 2026 Firehouse Subs Public Safety Foundation Grant. The amount of this grant will be approximately $35,778.73. The turnouts will be purchased upfront and SFD will be reimbursed 100%" is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO PROMOTE ALEX BISHOP TO COMMERCIAL DRIVER 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 April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval to promote Alex Bishop to commercial driver I in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO HIRE DANIEL TRIPLETT AS FOREMAN 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 April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval to hire Daniel Triplett as foreman I in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO HIRE EDWARD COLE BUSH AS RESERVE POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval to hire Edward Cole Bush as reserve police officer in the Starkville Police Department" is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO HIRE JARREICK JENKINS AND RYAN MINOR AS STREET MAINTENANCE WORKER I IN THE STREET DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval to hire Jarreick Jenkins and Ryan Minor as street maintenance worker I in the Street Department" is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION TO HIRE JAVEON CRAIN AS A 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 April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval to hire Javeon Crain as a sanitation worker I in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

22. REQUEST APPROVAL OF THE PURCHASE OF ABNORMALAI EMAIL SECURITY SOFTWARE FOR THE LOWEST QUOTE OF $8,400 YEARLY.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the purchase of Abnormalai Email Security Software for the lowest quote of $8,400 early" is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF APPROVING CHANGE ORDER #2 FOR THE JL KING CULVERT REPLACEMENT PROJECT FOR AN INCREASE OF $65,513.08.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of change order #2 for the JL King Culvert Replacement Project for an increase of $65,513.08" is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION TO PURCHASE AND INSTALL VENT HOOD AND KITCHEN EQUIPMENT FROM JACKSON RESTAURANT SUPPLY WITH EQUIPMENT COST OF $29,655.20 AND INSTALLATION COST OF $12,500.00 FOR A TOTAL OF $42,155.20 INCLUDING A DOWN PAYMENT OF $15,749.03 FOR CORNERSTONE CONCESSION STAND.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval to purchase and install vent hood and kitchen equipment from Jackson Restaurant Supply with equipment cost of $29,655.20 and installation cost of $12,500.00 for a total of $42,155.20 including a down payment of $15,749.03 for Cornerstone concession stand" is enumerated, this consent item is thereby approved.

CHANGE ORDER NO.: 2

Owner: **City of Starkville, MS**
Engineer: City of Starkville – Stephen Kachelman
Contractor: Byrum Construction, Inc.
Project: JL King Park Culvert Replacement
Contract Name: JL King Park Culvert Replacement
Date Issued: 3/30/26

Owner's Project No.: 21048
Engineer's Project No.: 21048
Contractor's Project No.:

Effective Date of Change Order: 4/8/26

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

Description:

Final quantity adjustments. Additional work for three electrical line replacements. Additional time for quantity overruns and utility conflicts in Long St.

Attachments:

See attached quantity adjustments and calendar day breakdowns.

Change in Contract Price	Change in Contract Times
Original Contract Price: $ $1,798,458.00	Original Contract Times: 240 calendar days Substantial Completion: 1/28/26 Ready for final payment:
Contract amount changes from previously approved Change Orders: $ $65,053.55	**Calendar day changes** from previously approved Change Orders: Substantial Completion: N/A Ready for final payment:
Contract Price prior to this Change Order: $ $1,863,511.55	Contract Times prior to this Change Order: 0 calendar days Substantial Completion: 1/28/26 Ready for final payment:
Increase this Change Order: $ $ 65,513.08	**Increase** this Change Order: 44 calendar days Substantial Completion: 3/13/26 Ready for final payment:
Contract Price incorporating this Change Order: $ $1,929,024.63	Contract Times with all approved Change Orders: Substantial Completion: 3/13/26 Ready for final payment:

Recommended by Engineer (if required)

By:
Title: Engineer
Date: 3/31/26

Accepted by Contractor

By:
Title:
Date: 3-30-26

Authorized by Owner

By:
Title: Mayor
Date: 4/7/26

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21048 - JL King CO#2

LINE NO.	A PAY ITEM NO.	B1 DESCRIPTION OF WORK	B2	B3	B4	B5	B6	B7	C		D3	E3			H
			CONTRACT VALUES												
			Original QTY	Proposed CO #2 Qty Adj.	Updated Qty	UNIT	UNIT PRICE	Original Scheduled Value (B2 * B6)	Updated Scheduled Value (B4 * B6)	Change in Scheduled Value	Units Completed To Date (D1+D2)	Value Completed To Date (E1+E2)	% (G/C)	BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE
1	201-A001	Clearing & Grubbing	1.000	**0.000**	1.000	LS	$ 6,435.00	$ 6,435.00	$ 6,435.00	$ -	1.00	$ 6,435.00	100.0%	0.00	$ -
2	202-A001	Removal of Concrete Used for Pipe Collars & Sink Hole Repairs, LVM	100.000	**235.000**	335.000	CY	$ 35.00	$ 3,500.00	$ 11,725.00	$ 8,225.00	335.00	$ 11,725.00	100.0%	0.00	$ -
3	202-B007	Removal of Asphalt Pavement, All Depths	705.000	**307.900**	1012.900	SY	$ 26.00	$ 18,330.00	$ 26,335.40	$ 8,005.40	1012.90	$ 26,335.40	100.0%	0.00	$ -
4	202-B080	Removal of Concrete Sidewalk	107.000	**124.300**	231.300	SY	$ 30.00	$ 3,210.00	$ 6,939.00	$ 3,729.00	231.30	$ 6,939.00	100.0%	0.00	$ -
5	202-B088	Removal of Curb & Gutter, All Types	200.000	**246.000**	446.000	LF	$ 15.00	$ 3,000.00	$ 6,690.00	$ 3,690.00	446.00	$ 6,690.00	100.0%	0.00	$ -
6	202-B126	Removal & Reinstallation of Fence	45.000	**12.000**	57.000	LF	$ 64.00	$ 2,880.00	$ 3,648.00	$ 768.00	57.00	$ 3,648.00	100.0%	0.00	$ -
7	202-B164	Removal of Inlet and Junction Box, All Types & Sizes	6.000	**1.000**	7.000	EA	$ 644.00	$ 3,864.00	$ 4,508.00	$ 644.00	7.00	$ 4,508.00	100.0%	0.00	$ -
8	202-B191	Removal of Storm Pipe, Below 96"	280.000	**-91.000**	189.000	LF	$ 18.00	$ 5,040.00	$ 3,402.00	$ (1,638.00)	189.00	$ 3,402.00	100.0%	0.00	$ -
9	202-B191	Removal of Storm Pipe, 96" And Above	1090.000	**33.000**	1123.000	LF	$ 115.00	$ 125,350.00	$ 129,145.00	$ 3,795.00	1123.00	$ 129,145.00	100.0%	0.00	$ -
10	202-B191	Removal of Sewer Pipe, All Sizes	110.000	**-58.000**	52.000	LF	$ 13.00	$ 1,430.00	$ 676.00	$ (754.00)	52.00	$ 676.00	100.0%	0.00	$ -
11	202-B204	Removal of Retaining Wall (Sack crete wall)	50.000	**8.000**	58.000	LF	$ 76.00	$ 3,800.00	$ 4,408.00	$ 608.00	58.00	$ 4,408.00	100.0%	0.00	$ -
12	202-B208	Removal and Reuse of Riprap	160.000	**77.000**	237.000	SY	$ 69.00	$ 11,040.00	$ 16,353.00	$ 5,313.00	237.00	$ 16,353.00	100.0%	0.00	$ -
13	202-B209	Removal of Grouted Riprap	165.000	**146.000**	311.000	SY	$ 26.00	$ 4,290.00	$ 8,086.00	$ 3,796.00	311.00	$ 8,086.00	100.0%	0.00	$ -
14	202-B244	Removal of Trees	10.000	**1.000**	11.000	EA	$ 598.00	$ 5,980.00	$ 6,578.00	$ 598.00	11.00	$ 6,578.00	100.0%	0.00	$ -
14.1	202-B256	Removal of Water Line, All Sizes, All Types (includes services)	400.000	**-152.000**	248.000	LF	$ 13.00	$ 5,200.00	$ 3,224.00	$ (1,976.00)	248.00	$ 3,224.00	100.0%	0.00	$ -
15	202-B260	Removal of and Reinstallation of Sign	2.000	**-2.000**	0.000	EA	$ 322.00	$ 644.00	$ -	$ (644.00)	0.00	$ -		0.00	$ -
17	203-EX021	Borrow Excavation, AH, FME, Class 89-6	1650.000	**222.300**	1872.300	CY	$ 36.00	$ 59,400.00	$ 67,402.80	$ 8,002.80	1872.30	$ 67,402.80	100.0%	0.00	$ -
18	203-G001	Excess Excavation, LVM, AH	2900.000		2900.000	CY	$ 15.00	$ 43,500.00	$ 43,500.00	$ -	2900.00	$ 43,500.00	100.0%	0.00	$ -
19	216-A001	Solid Sodding	2200.000		2200.000	SY	$ 6.00	$ 13,200.00	$ 13,200.00	$ -	0.00	$ -	0.0%	2200.00	$ 13,200.00
20	225-A001	Seeding	1.500		1.500	ACRE	$ 3,218.00	$ 4,827.00	$ 4,827.00	$ -	1.49	$ 4,794.82	99.3%	0.01	$ 32.18
21	225-C001	Mulch, Vegetative Mulch	1.500		1.500	ACRE	$ 1,030.00	$ 1,545.00	$ 1,545.00	$ -	1.49	$ 1,534.70	99.3%	0.01	$ 10.30
22	907-234-A001	Silt Fence	250.000	**-250.000**	0.000	LF	$ 6.00	$ 1,500.00	$ -	$ (1,500.00)	0.00	$ -		0.00	$ -
23	237-A001	Wattles, 12"	150.000	**-30.000**	120.000	LF	$ 6.00	$ 900.00	$ 720.00	$ (180.00)	120.00	$ 720.00	100.0%	0.00	$ -
24	304-E003	#57 Crushed Stone for Box Culvert & Wing Wall Bedding, FME	400.000	**-91.730**	308.270	CY	$ 171.00	$ 68,400.00	$ 52,714.17	$ (15,685.83)	308.27	$ 52,714.17	100.0%	0.00	$ -
25	304-F002	Size 610 Crushed Stone Base	253.000	**356.830**	609.830	TON	$ 68.00	$ 17,204.00	$ 41,468.44	$ 24,264.44	609.83	$ 41,468.44	100.0%	0.00	$ -
26	403-A006	19-mm, ST, Asphalt Pavement	151.000	**20.270**	171.270	TON	$ 308.00	$ 46,508.00	$ 52,751.16	$ 6,243.16	171.27	$ 52,751.16	100.0%	0.00	$ -
27	403-A015	9.5-mm, ST, Asphalt Pavement	86.000	**115.370**	201.370	TON	$ 308.00	$ 26,488.00	$ 62,021.96	$ 35,533.96	201.37	$ 62,021.96	100.0%	0.00	$ -
28	503-C010	Saw Cut, Full Depth	360.000	**-148.000**	212.000	LF	$ 10.00	$ 3,600.00	$ 2,120.00	$ (1,480.00)	212.00	$ 2,120.00	100.0%	0.00	$ -

21048 - JL King CO#2

LINE NO.	A PAY ITEM NO.	B1 DESCRIPTION OF WORK	B2 CONTRACT VALUES Original QTY	B3 Proposed CO #2 Qty Adj.	B4 Updated Qty	B5 UNIT	B6 UNIT PRICE	B7 Original Scheduled Value (B2 * B6)	C Updated Scheduled Value (B4 * B6)	Change in Scheduled Value	D3 Units Completed To Date (D1+D2)	E3 Value Completed To Date (E1+E2)	% (G/C)	BALANCE TO FINISH - UNITS	H BALANCE TO FINISH - VALUE
29	603-CB005	30" Reinforced Concrete End Section	1.000	1.000	2.000	EA	$ 3,218.00	$ 3,218.00	$ 6,436.00	$ 3,218.00	2.00	$ 6,436.00	100.0%	0.00	$ -
30	603-SB028	24" or Smaller Branch Connections, Stub into Box Culvert	6.000	-1.000	5.000	EA	$ 1,287.00	$ 7,722.00	$ 6,435.00	$ (1,287.00)	5.00	$ 6,435.00	100.0%	0.00	$ -
31	603-SB036	30" or Larger Branch Connections, Stub into Box Culvert	1.000	1.000	2.000	EA	$ 1,544.00	$ 1,544.00	$ 3,088.00	$ 1,544.00	2.00	$ 3,088.00	100.0%	0.00	$ -
32	603-PA015	8'x6' Concrete Box Culvert, Precast or Cast In Place	1100.000	7.000	1107.000	LF	$ 799.00	$ 878,900.00	$ 884,493.00	$ 5,593.00	1107.00	$ 884,493.00	100.0%	0.00	$ -
33	603-PB013	8' x 6' Concrete Box Culvert Wing wall End Section	2.000		2.000	EA	$ 15,476.00	$ 30,952.00	$ 30,952.00	$ -	2.00	$ 30,952.00	100.0%	0.00	$ -
34	603-PE004	24" Corrugated HP Storm Pipe	200.000	-18.000	182.000	LF	$ 79.00	$ 15,800.00	$ 14,378.00	$ (1,422.00)	182.00	$ 14,378.00	100.0%	0.00	$ -
35	603-PE005	30" Corrugated HP Storm Pipe	30.000		30.000	LF	$ 154.00	$ 4,620.00	$ 4,620.00	$ -	30.00	$ 4,620.00	100.0%	0.00	$ -
36	604-E001	Modify Existing Inlet/Junction Box	1.000		1.000	EA	$ 7,722.00	$ 7,722.00	$ 7,722.00	$ -	1.00	$ 7,722.00	100.0%	0.00	$ -
37	608-B001	Concrete Sidewalk, with fiber reinforcement	210.000	121.310	331.310	SY	$ 69.00	$ 14,490.00	$ 22,860.39	$ 8,370.39	331.31	$ 22,860.39	100.0%	0.00	$ -
38	609-C001	Concrete Integral Curb, Type 1	200.000	302.000	502.000	LF	$ 34.00	$ 6,800.00	$ 17,068.00	$ 10,268.00	502.00	$ 17,068.00	100.0%	0.00	$ -
39	618-A001	Maintenance of Traffic	1.000	0.000	1.000	LS	$ 3,604.00	$ 3,604.00	$ 3,604.00	$ -	1.00	$ 3,604.00	100.0%	0.00	$ -
40	620-A001	Mobilization	1.000	0.000	1.000	LS	$ 182,162.00	$ 182,162.00	$ 182,162.00	$ -	1.00	$ 182,162.00	100.0%	0.00	$ -
41	815-A006	Loose Riprap, Size 200	100.000	110.840	210.840	TON	$ 109.00	$ 10,900.00	$ 22,981.56	$ 12,081.56	210.84	$ 22,981.56	100.0%	0.00	$ -
42	Removed	Removed	-		0.000	-	$ -	$ -	$ -	$ -	0.00	$ -		0.00	$ -
43	907-2730-A	6" PVC SDR 26 Sewer Line	60.000	-60.000	0.000	LF	$ 26.00	$ 1,560.00	$ -	$ (1,560.00)	0.00	$ -		0.00	$ -
44	907-2730-A	12" PVC SDR 26 Sewer Line	50.000	2.000	52.000	LF	$ 178.00	$ 8,900.00	$ 9,256.00	$ 356.00	52.00	$ 9,256.00	100.0%	0.00	$ -
44.1	907-2660-A	6" Diameter DR18 PVC Water Main	200.000	-100.000	100.000	LF	$ 26.00	$ 5,200.00	$ 2,600.00	$ (2,600.00)	100.00	$ 2,600.00	100.0%	0.00	$ -
44.2	907-2660-C	Ductile Iron Fittings	1000.000	-800.000	200.000	LBS	$ 19.00	$ 19,000.00	$ 3,800.00	$ (15,200.00)	200.00	$ 3,800.00	100.0%	0.00	$ -
44.3	907-2660-E	6" Diameter Insertion Valve	4.000	-4.000	0.000	EA	$ 13,514.00	$ 54,056.00	$ -	$ (54,056.00)	0.00	$ -		0.00	$ -
45	907-262-A006	12" Steel Casing for Water Line	200.000	-65.000	135.000	LF	$ 97.00	$ 19,400.00	$ 13,095.00	$ (6,305.00)	135.00	$ 13,095.00	100.0%	0.00	$ -
45.1	907-2661-A	1" PEXa Water Service	200.000	508.000	708.000	LF	$ 13.00	$ 2,600.00	$ 9,204.00	$ 6,604.00	708.00	$ 9,204.00	100.0%	0.00	$ -
46	L00059	New Storm Inlet, Per Plans	7.000	1.000	8.000	EA	$ 3,249.00	$ 22,743.00	$ 25,992.00	$ 3,249.00	8.00	$ 25,992.00	100.0%	0.00	$ -
47	608-B002	6" Reinforced Concrete Slab	1.000	0.000	1.000	LS	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ -	1.00	$ 5,500.00	100.0%	0.00	$ -
48		CO#1	1.000	0.000	1.000	LS	$ 65,053.55	$ 65,053.55	$ 65,053.55	$ -	1.00	$ 65,053.55	100.0%	0.00	$ -
49		Football Field Bathroom Electrical Service Replacement	0.000	1.000	1.000	LS	$ 1,298.91	$ -	$ 1,298.91	$ 1,298.91	1.00	$ 1,298.91	100.0%	0.00	$ -
50		Additional Grading at North Wingwall	0.000	1.000	1.000	LS	$ 2,587.50	$ -	$ 2,587.50	$ 2,587.50	1.00	$ 2,587.50	100.0%	0.00	$ -
51		Electrical Primary Conduit Replacement	0.000	1.000	1.000	LS	$ 2,002.88	$ -	$ 2,002.88	$ 2,002.88	1.00	$ 2,002.88	100.0%	0.00	$ -
52		Walking Track Light Conduit Replacement	0.000	1.000	1.000	LS	$ 603.78	$ -	$ 603.78	$ 603.78	1.00	$ 603.78	100.0%	0.00	$ -

21048 - JL King CO#2

	A	B1	B2	B3	B4	B5	B6	B7	C		D3	E3			H
			CONTRACT VALUES												
LINE NO.	PAY ITEM NO.	DESCRIPTION OF WORK	Original QTY	Proposed CO #2 Qty Adj.	Updated Qty	UNIT	UNIT PRICE	Original Scheduled Value (B2 * B6)	Updated Scheduled Value (B4 * B6)	Change in Scheduled Value	Units Completed To Date (D1+D2)	Value Completed To Date (E1+E2)	% (G/C)	BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE
53		8" PVC Culvert	0.000	1.000	1.000	LS	$ 808.13	$ -	$ 808.13	$ 808.13	1.00	$ 808.13	100.0%	0.00	$ -
		TOTALS						$ 1,863,511.55	$ 1,929,024.63	$ 65,513.08		$ 1,915,782.15	99.3%		$ 13,242.48

JL King CO#2 - Calendar Days Adjustment

Item	Calendar Days
Original Contract	240
CO#1	0
Pay App #1 Weather Days	0
Pay App #2 Weather Days	0
Pay App #3 Weather Days	3
Pay App #4 Weather Days	0
Pay App #5 Weather Days	1
Pay App #6 Weather Days	1
Pay App #7 Weather Days	0
Pay App #8 Weather Days	0
Pay App #9 Weather Days	0
Pay App #10 Weather Days	0
Atmos Long St Delay	7
C-Spire Long St Delay	14
Electrical Primary Conduit Replacement	2
JL King Center Sidewalk Redo	7
Additional Parking Lot Demo & Replace	3
Additional Long St Curb Remove & Replace	2
Additional grading at north wingwall	2
Football field bathroom electric service	2
Walking track light conduit replacement	0
8" PVC pipe under walking track	0
Total Additional =	44

New Total Calendar Days =	**284**

NTP	6/2/2025
New Substantial Completion Date	3/13/2026

03/31/2026

Quote

To: Cornerstone Sports Complex Starkville
Jeff Adkerson
222 Batters Box Blvd
Starkville, MS 39759
662-323-2294 (Contact)

From: Jackson Restaurant Supply
Katherine Jackson
5124 Cliff Gookin Blvd.
Tupelo, MS 38801
662-231-4230
662-231-4230 (Contact)

Project: Cornerstone Sports Complex - hood replacement
222 Batters Box Blvd
Starkville , MS 39759

Job Reference Number: 23214

THANK YOU FOR SUPPORTING LOCAL BUSINESSES!!!

Item	Qty	Description	Sell	Sell Total
1	1 ea	**EXHAUST HOOD, MAKE-UP AIR JACKET** CAPTIVE AIRE #8533422 Hood #1 - KH-1 - Job #8533422 4824EX-2-PSP-F - 6ft 0" Long Exhaust-Only Wall Canopy Hood with 14" Wide Front Perforated Supply Plenum with Built-in 3" Back Standoff x1 - 430 SS Where Exposed x1 - Fire Cabinet on the Left Side 12.00" Width x 48.00" Length x 24.00" Height (Additional charges may apply for cabinet if not sold with fire system) x1 - FILTER - 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified x4 - L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others x2 - Extra Fixtures- L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture) x2 - EXHAUST RISER - Factory installed 14" Diameter X 4" Height x1 - SUPPLY RISER - 12"x 28" Supply Riser with Volume Dampers x2 - 1/2 Pint Grease Cup New Style, Flanged Slotted x2 - FIELD WRAPPER 18.00" High Front, Left, Right x1 - Electrical Package Installation in Utility Cabinet by Plant. x1 - BACKSPLASH 80.00" High X 84.00" Long 430 SS Vertical (Includes End Caps & Divider Bars) x1	$14,778.88	$14,778.88

Item	Qty	Description	Sell	Sell Total

Fire System #1 - Job #8533422
TANK-SP-2 Tank Fire Suppression 8 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with electric detection, tank(s), 24 VDC release mechanism, fire system agent, pressurized tanks, and electric pull station). (Formerly CAS-EWC).
Includes piping for hood: 1. x1
- Tank-based Fire Protection System equipped with Electronic Detection utilizing CORE board as a Listed Release Mechanism. Installed in Hood Utility Cabinet with integral hood prewire panel. x1
- Pressure Switch - Monitors Tank Pressure, Supervised Signal, TANK FIRE SUPPRESSION x1
- SC-EGVA2 GAS VALVE - 2" Electrical Shutoff Valve for use with HMI reset, 110V, 60Hz (#8214280). Includes upstream strainer assembly. x1

Fan #1 EADU85H - Exhaust Fan - Job #8533422
EADU85H High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (speed control included for single phase only), disconnect switch and 15-3/4" wheel.
Exhaust Fan handles 1350 CFM @ -0.750" wc ESP, Fan runs at 1169 RPM.
Exhaust Motor: 0.750 HP, 3 Phs, 208 V, 60 Hz, 2.6 FLA, ODP (Open Drip Proof) x1
- Grease Cup for kitchen-duty centrifugal exhaust fans,
Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (20 Gauge) (Includes Down Spout) x1
- Through Wall Curb Mount Installation Option. x1
- Wall Mount Construction for Direct Drive Fan. Through-Bolt mount motor for extra support in wall mount application. Vibration isolator mounts not used. x1
- Disconnect Switch Loose - Wire Is Extended 10' To Allow Remote Mounting Of The NEMA 3R Enclosure & Switch. Cord Fittings Are Installed In Switch Box. 10-32 Hardware and 7/8" Plug Are Installed In Apron Switch Mounting Holes. x1
- HINGE KIT - Heavy Duty Hinge kit with locking spring pin for exhaust fan roof curbs. Includes Hardware to attach hinge to curb and hinge to base. 10 GA Galvanized.

Note: Requires 16GA curb or 18GA curb with 16GA back plate - (9"x9" cut size). x1
- Curb CRB23x24E On Fan #1 Flat Curb x1
- Vented Base for Curb x1
- Full Bottom Curb Corner. Base flange corners fully welded or staked by factory. x1

Fan #2 ETA1-15D - Supply Fan - Job #8533422
ETA1-15D InLine Supply Unit w/ 15" Direct Drive Fan in Size #1 Housing. Insulated Housing.

Item	Qty	Description	Sell	Sell Total

Supply Fan handles 1350 CFM @ 0.500" wc ESP, Fan runs at 1525 RPM. Supply Motor: 0.750 HP, 3 Phs, 208 V, 60 Hz, 2.5 FLA, ODP (Open Drip Proof)
Side Discharge - Air Flow Right -> Left x1
- Indoor Hanging Cradle For The Size 1 Untempered INLINE Unit. 2 HSA125 Hanging Isolators per Uni-Strut Included. x1

Electrical System #1 - Job #8533422
SC-311110MA 3 Phase w/ control for 1 Exhaust Fan, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Relay On/Off with Supply Fan, Fan(s) On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation. INVERTER DUTY 3 PHASE MOTOR REQUIRED FOR USE WITH VFD. Includes 1 Duct Thermostat kit. x1
- i51BP175D0000ACBSS - i500 Variable Frequency Drive - 1 HP Max., 230 V, 1Ph or 3Ph, 4.2 A Max., NEMA 1 Enclosure, PART NEEDS PROGRAMMING x1
- i51BP175D0000ACBSS - i500 Variable Frequency Drive - 1 HP Max., 230 V, 1Ph or 3Ph, 4.2 A Max., NEMA 1 Enclosure, PART NEEDS PROGRAMMING x1
- Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each. x1
- Thermistor CABLE - 18/2 AWG GREEN WHITE, plenum rated. USED for thermistor duct stat. Per Foot Price. x25

Duct Run #1 - 430 Stainless
(RC1) EDW18DWRISER-2R-S Double Wall Riser Cover - Used On 14" Inner Riser, 4" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Riser Shell Assembly. Includes Insulation & Single V Clamps For Inner & Outer Connections. x1
(P1) EDW14DWTEASY-2R-S Double Wall Duct - 14" Inner Tee Duct - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. x1
(P2) EDW1447DWLT-2R-S Double Wall Duct - 14" Inner Duct, 47" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. x1
(P3) EDW1447DWLT-2R-S Double Wall Duct - 14" Inner Duct, 47" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. x1
(P4) EDW1423DWLT-2R-S Double Wall Duct - 14" Inner Duct, 23" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. x1
(P5) EDW1447DWAJDTP-2R-S Double Wall Adjustable Duct Transition Plate - 14" Inner Duct - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. Min Length = 11" / Max Length = 48.5" / Adjustment = 30.5" / Adjustable Section May Need To Be Cut.

Includes single and double wall "V" Clamps. x1
(P6) EDW2314TP Duct to Curb Transition, 23" Curb to 14" Duct, 16 GA Aluminized. Used on BDU15, DU75 & 85. x1
(P7) EDW1822SADKIT Duct - Horizontal Saddle Support Kit, Used With

Item	Qty	Description	Sell	Sell Total
		18" OD - Includes Uni-Strut Cut To Length, DW1822SAD, & Hardware Bag 4. x1 (P8) EDW1822SADKIT Duct - Horizontal Saddle Support Kit, Used With 18" OD - Includes Uni-Strut Cut To Length, DW1822SAD, & Hardware Bag 4. x1 (P9) EDW1822SADKIT Duct - Horizontal Saddle Support Kit, Used With 18" OD - Includes Uni-Strut Cut To Length, DW1822SAD, & Hardware Bag 4. x1 (P10) EDW14DWACCDOORCOV-2R-S Double Wall Duct - 14" Inner Access Door & 18" Access Door Cover With Clamps - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. x1 3M-2000PLUS Duct - 3M Fire Barrier 2000 Plus Silicone - Used as sealant to Seal Duct Joints. x1 EDW14DWCLASY-2R-S Duct - 14" Duct - 18" Double "V" Clamp - 2R Insulation & Single "V" Clamp Included - Reduced Clearance. x3	**Extended Total:**	**$14,778.88**
1.1	1 ea	**HOOK UP CAPTIVE AIRE TANK** State Systems inc CORNERSTONE SPORTS COMPLEX SUMMARY: State Systems, Inc. proposes to furnish and install the following equipment for the above location in accordance with NFPA 17A, 96 and local fire code. Hook up Captive Aire Tank UL-300 fire suppression system in customer supplied hood PRICE: State Systems, Inc. proposes submitting permits and testing the above listed applications, according to manufacturer's requirements, state and local codes EXCLUSIONS: This proposal does not include: - Electrical work - recessing of pull stations - Plumbing work - connection of fire alarm to suppression systems - After hours work - patchwork and painting WARRANTIES: It is State Systems, Inc. intention to have every article it sells to give complete satisfaction. To achieve this, we make every effort to maintain high standards of workmanship, materials and inspection of our products. Therefore, all materials and equipment furnished under this agreement will be guaranteed against defects in material and workmanship for a period of one (1) year after delivery. Our labor is warranted for ninety (90) days.	$3,000.00	$3,000.00
			Extended Total:	**$3,000.00**
1.2	1 ea	**HOOD INSTALLATION** Ken Jeter Mechanical HOOD INSTALLATION		

Item	Qty	Description	Sell	Sell Total
2	2 ea	**ELECTRIC FLOOR FRYER**	$2,162.40	$4,324.80
		 Frymaster/Dean SR114E Dean® Super Runner Value Fryer, electric, floor model, 40 lbs. capacity, durable temperature probe, power switch, indicator light, includes: rack-type basket support, basket hanger & twin baskets, stainless steel frypot, front & door, aluminized sides, 6" adjustable steel legs, 14.0kW, cULus, CE, NSF		
	2 ea	Note: Prices listed are for within the USA only. Please contact the factory for pricing if quoting outside of the USA		
	2 ea	Note: Select Program models available with standard features only		
	2 ea	208v/60/3, 39.0 amps, 3 wire, no plug		
	2 ea	Casters, set of 4 (2) with brakes, in lieu of std. legs	$151.27	<Optional>
			Extended Total:	**$4,324.80**
2.1	2 ea	**FRYER COVER**	$96.00	<Optional>
		USA FABRICATION CUSTOM USA FRER COV Fryer cover		
			Extended Total: <Optional>	**$192.00**
2	1 ea	**NACHO CHEESE / CHIPS WARMER, DISPLAY**	$484.94	$484.94
		 Gold Medal Products 5345 Nacho Cheese Dispenser, single push button dispensing, peristaltic pump, 225 watts, 120v/60/1-ph, NEMA 5-15P, cULus, UL EPH Classified		
	1 ea	All information & pricing is subject to change without notice; contact Gold Medal Products Co. for the most up-to-date pricing and information.		
			Extended Total:	**$484.94**
3	1 ea	**REACH-IN FREEZER**	$2,322.86	$2,322.86
		 Atosa USA, Inc. MBF8001GR Atosa Freezer, reach-in, one-section, 28-7/10"W x 31-7/10"D x 81-3/10"H, top mount self-contained refrigeration, 21.4 cu ft., (1) locking hinged solid door, digital temperature control, -8° to 0°F temperature range, (3) adjustable shelves, interior LED lighting, automatic evaporation, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 6.3 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®		
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
	1 ea	Extended warranty to a 5 year parts & labor warranty with 5 year compressor part warranty (continental USA only) (NET)	$367.20	$367.20
			Extended Total:	**$2,690.06**
4	1 ea	**GRIDDLE, ELECTRIC, COUNTERTOP**	$2,844.71	$2,844.71

Item	Qty	Description	Sell	Sell Total
		Star (Middleby) 536TGF		
		 (QUICK SHIP) (MIDDLEBY ESSENTIALS ITEM) Star-Max® Heavy Duty Griddle, electric, countertop, 36" W x 20-3/4" D cooking surface, 1" thick polished steel griddle plate, 150°-450°F snap-action thermostat and 4000 watt element every 12", welded steel frame with stainless steel top and front, splash guard & grease trough, aluminized steel sides, chrome metal knobs, grease drawer, 4" steel legs, cULus, UL EPH Classified, CSA, Made in USA		
	1 ea	2 year parts & labor warranty, standard		
	1 ea	(536TGF) 208/240v/60/1-ph or 3-ph, 9.0/12.0 kW, field wired (Field convertible), standard		
			Extended Total:	**$2,844.71**
5	2 ea	**FOOD PAN WARMER, COUNTERTOP**	$156.32	$312.64
		Winco FW-S500		
		 Food Warmer, electric, 22-1/2"W x 14-5/8"D x 9-3/8"H (overall dimensions), countertop, 20" x 12" standard opening, fits most full-sized pans up to 6" deep, dial control with (3) temperature settings: low, medium, & high (140°, 170°, & 200°F), stainless steel body, 120v/60/1-ph, 10 amp, 1200W, cETLus, ETL-Sanitation (Qty Break = 1 each)		
	2 ea	One year warranty, standard		
			Extended Total:	**$312.64**

Merchandise	$28,436.03
Freight	$1,219.17
Installation	$12,500.00
Subtotal	$42,155.20
Total	$42,155.20

TERMS: 50% DOWN 40% WHEN HOOD IS INSTALLED 10% AFTER FIRE INSPECTION

Installation Line Includes: Receive (check for shipping damage), Warehouse (until install date), delivery, un-crate, assemble, set in place, and start up (provided all utilizes are in place).

EQUIPMENT INSTALL
Installation Line Includes: NOT ON QUOTE AT THIS TIME
Receive (check for shipping damage), Warehouse (until install date), delivery, un-crate, assemble, set in place, and start up (provided all utilizes are in place).
$75 per man hour, will require two men.

CUSTOMER PICK UP PRICE
OPTIONAL or ALTERNATES are not in the totals

Acceptance: _____ Date: 4/7/26

Printed Name: Lynn Sprvill

Project Grand Total: $42,155.20

25. REQUEST AND CONSIDERATION TO APPROVE THE SOLE SOURCE SERVICE AGREEMENT WITH PERRY WEATHER FOR (2) FULL-SERVICE WEATHER SYSTEMS AT A PRO-RATED COST OF $1,136.44 FOR THE TIME OF MAY 1-JUNE 29, 2026. THIS AMOUNT PLUS SHIPPING COST OF $800 WILL TOTAL $1,936.44. BEGINNING JUNE 30, 2026, THE TOTAL FOR THE (2) ADDITIONAL UNITS WILL BE $6,800 ANNUALLY.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the sole source service agreement with Perry Weather for (2) full-service weather systems at a pro-rated cost of $1,136.44 for the time of May 1-June 29, 2026. This amount plus shipping cost of $800 will total $1,936.44. beginning June 30, 2026, the total for the (2) additional units will be $6,800 annually" is enumerated, this consent item is thereby approved.

26. CONSIDERATION TO APPROVE THE LOWEST QUOTE OF 69,495.00 FROM WADE INCORPORATED FOR (5) COMMERCIAL GRADE MOWERS CONSISTING OF (4) 72" AND (1) 60" MOWER.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the lowest quote of 69,495.00 from Wade Incorporated for (5) commercial grade mowers consisting of (4) 72" and (1) 60" mower" is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO APPROVE THE LIST OF CITY OF STARKVILLE UNMARKED CARS FOR FISCAL YEAR 2026 UNDER SECTION 25-1-87.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval the list of City of Starkville unmarked cars for fiscal year 2026 under section 25-1-87" is enumerated, this consent item is thereby approved.

28. REQUEST APPROVAL OF A PILOT AGREEMENT WITH THIRD EYE ENVIRONMENTAL SOLUTIONS GROUP FOR A CAMERA FOR THE SWEEPER TRUCK WITH COSTS TO BE REIMBURSED BY INGRAM EQUIPMENT COMPANY.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of a pilot agreement with Third Eye Environmental Solutions Group for a camera for the sweeper truck with costs to be reimbursed by Ingram Equipment Company" is enumerated, this consent item is thereby approved.

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 3.31.26

SUBJECT: Consideration to approve the lowest quote of 69,495.00 from Wade Incorporated for (5) commercial grade mowers consisting of (4) 72" and (1) 60" mower.

AMOUNT & SOURCE OF FUNDING:

1%/2% Fund – 375-551-907-943

FISCAL NOTE:

Two quotes received:
Wade Incorporated - $69,495.00
East Mississippi Lumber Co. - $82,499.95

AUTHORIZATION HISTORY:

N/A

REQUESTING DEPARTMENT: Parks and Recreation

DIRECTOR'S AUTHORIZATION: Greg Owen, SFC General Manager

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Authorization to Purchase

WADE

JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

Charles Shearon
Wade, Inc.
1985 Highway 304 West
Hernando, MS 38632
Work Phone: 6623865675
Cell Phone: 6623865675
Email: CSHEARON@WADEINC.COM

WADE

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Charles Shearon

Wade, Inc.

1985 Highway 304 West Hernando, MS 38632

Prepared For

STARKVILLE PARKS AND RECREATION DEPARTMENT

BANC LEASING LLC

PLANO, TX 75074

(662) 323-2294

Prepared By

Charles Shearon

Wade, Inc.

1985 Highway 304 West

Hernando, MS 38632

6623865675

CSHEARON@WADEINC.COM

Quote Id 1774011

Creation Date 17-Mar-2026

Expiration Date 27-Feb-2027

Customer Notes

PLEASE NOTE
ESTIMATED ARRIVAL OF Z960M's IS APRIL 16th, 2026
ESTIMATED ARRIVAL OF Z930M IS APRIL 8th, 2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
New John Deere Z960M ZTrak 2234TC **Contract:** MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$19,002.00	$14,251.50	1	$14,251.50
New John Deere Z960M ZTrak 2234TC **Contract:** MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$19,002.00	$14,251.50	1	$14,251.50
New John Deere Z960M ZTrak 2234TC **Contract:** MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$19,002.00	$14,251.50	1	$14,251.50
New John Deere Z960M ZTrak 2234TC **Contract:** MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$19,002.00	$14,251.50	1	$14,251.50
New John Deere Z930M ZTrak 216ETC **Contract:** MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$16,652.00	$12,489.00	1	$12,489.00

Salesperson : X _____

Accepted By : X

Equipment Total	**$69,495.00**

Quote Summary

Total Selling Price	$69,495.00
Sub-total	**$69,495.00**
Balance Due	**$69,495.00**

Salesperson : X _____

Accepted By : X _____

WADE

JOHN DEERE

Selling Equipment

Quote # 1774011

Customer STARKVILLE PARKS AND RECREATION DEPARTMENT

New John Deere Z960M ZTrak 2234TC

QTY In Group : 1

Hours	0	Suggested List
Serial Number		$19,002.00
Stock Number	X118114	Selling Price
Contract	MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$14,251.50
		Discount Amount
PUK Parent Serial #	- - -	($4,750.50)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2234TC	Z960M ZTrak	1	$16,209.00	23.0%	($3,728.07)	$12,480.93

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
1041	1041 24x12N12 Michelin X Tweel	1	$1,448.00	23.0%	($333.04)	$1,114.96
1506	1506 72 In. Side Discharge Mow	1	$750.00	23.0%	($172.50)	$577.50
2093	2093 Fully Adjustable Suspensi	1	$595.00	23.0%	($136.85)	$458.15
001A	001A United States /Canada	1	$0.00	23.0%	$0.00	$0.00
Total Base / Options			**$19,002.00**		**($4,370.46)**	**$14,631.54**

Customer Discounts

Description	Discount Amount
Multi-unit Discount	($380.04)
Total Discounts	**($380.04)**
Selling Price Subtotal	**$14,251.50**

Total Selling Price	**$19,002.00**	**($4,750.50)**	**$14,251.50**

WADE

JOHN DEERE

New John Deere Z960M ZTrak 2234TC

QTY In Group : 1

Hours	0	Suggested List
Serial Number		$19,002.00
Stock Number	X118116	Selling Price
Contract	MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$14,251.50
		Discount Amount
PUK Parent Serial #	- - -	($4,750.50)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2234TC	Z960M ZTrak	1	$16,209.00	23.0%	($3,728.07)	$12,480.93

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2093	2093 Fully Adjustable Suspensi	1	$595.00	23.0%	($136.85)	$458.15
1506	1506 72 In. Side Discharge Mow	1	$750.00	23.0%	($172.50)	$577.50
001A	001A United States /Canada	1	$0.00	23.0%	$0.00	$0.00
1041	1041 24x12N12 Michelin X Tweel	1	$1,448.00	23.0%	($333.04)	$1,114.96
Total Base / Options			**$19,002.00**		**($4,370.46)**	**$14,631.54**

Customer Discounts

Description			Discount Amount
Multi-unit Discount			($380.04)
Total Discounts			**($380.04)**
Selling Price Subtotal			**$14,251.50**
Total Selling Price	**$19,002.00**	**($4,750.50)**	**$14,251.50**

WADE

JOHN DEERE

New John Deere Z960M ZTrak 2234TC

QTY In Group : 1

Hours	0	Suggested List
Serial Number		$19,002.00
Stock Number	X118117	Selling Price
Contract	MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$14,251.50
		Discount Amount
PUK Parent Serial #	- - -	($4,750.50)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2234TC	Z960M ZTrak	1	$16,209.00	23.0%	($3,728.07)	$12,480.93

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2093	2093 Fully Adjustable Suspensi	1	$595.00	23.0%	($136.85)	$458.15
001A	001A United States /Canada	1	$0.00	23.0%	$0.00	$0.00
1506	1506 72 In. Side Discharge Mow	1	$750.00	23.0%	($172.50)	$577.50
1041	1041 24x12N12 Michelin X Tweel	1	$1,448.00	23.0%	($333.04)	$1,114.96
Total Base / Options			**$19,002.00**		**($4,370.46)**	**$14,631.54**

Customer Discounts

Description	Discount Amount
Multi-unit Discount	($380.04)
Total Discounts	**($380.04)**
Selling Price Subtotal	**$14,251.50**
Total Selling Price	**$19,002.00** **($4,750.50)** **$14,251.50**

W A D E

JOHN DEERE

New John Deere Z960M ZTrak 2234TC

QTY In Group : 1

Hours	0	Suggested List
Serial Number		$19,002.00
Stock Number	X118111	Selling Price
Contract	MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$14,251.50
		Discount Amount
PUK Parent Serial #	- - -	($4,750.50)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2234TC	Z960M ZTrak	1	$16,209.00	23.0%	($3,728.07)	$12,480.93

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
1041	1041 24x12N12 Michelin X Tweel	1	$1,448.00	23.0%	($333.04)	$1,114.96
001A	001A United States /Canada	1	$0.00	23.0%	$0.00	$0.00
1506	1506 72 In. Side Discharge Mow	1	$750.00	23.0%	($172.50)	$577.50
2093	2093 Fully Adjustable Suspensi	1	$595.00	23.0%	($136.85)	$458.15
Total Base / Options			**$19,002.00**		**($4,370.46)**	**$14,631.54**

Customer Discounts

Description	Discount Amount
Multi-unit Discount	($380.04)
Total Discounts	**($380.04)**
Selling Price Subtotal	**$14,251.50**
Total Selling Price	**$19,002.00** **($4,750.50)** **$14,251.50**

W A D E

JOHN DEERE

New John Deere Z930M ZTrak 216ETC

QTY In Group : 1

Hours	0	Suggested List
Serial Number		$16,652.00
Stock Number	X118069	Selling Price
Contract	MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$12,489.00
		Discount Amount
PUK Parent Serial #	- - -	($4,163.00)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
216ETC	Z930M ZTrak	1	$14,609.00	23.0%	($3,360.07)	$11,248.93

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
001A	001A United States /Canada	1	$0.00	23.0%	$0.00	$0.00
2093	2093 Fully Adjustable Suspensi	1	$595.00	23.0%	($136.85)	$458.15
1040	1040 24x12N12 Michelin X Tweel	1	$1,448.00	23.0%	($333.04)	$1,114.96
1504	1504 60 In. Side Discharge Mow	1	$0.00	23.0%	$0.00	$0.00
Total Base / Options			**$16,652.00**		**($3,829.96)**	**$12,822.04**

Customer Discounts

Description	Discount Amount
Multi-unit Discount	($333.04)
Total Discounts	**($333.04)**
Selling Price Subtotal	**$12,489.00**
Total Selling Price	**$16,652.00**	**($4,163.00)**	**$12,489.00**

YOUR LOGO HERE

EQUIPMENT PROPOSAL

EAST MISSISSIPPI LUMBER CO.

P 662-323-3554 **email** hwilson4emlc@gmail.com tobysteed@eastmississippilumber.com

We are pleased to quote the following.

CUSTOMER

Starkville Parks and Recreation

ESTIMATE NO

22026

DATE

3/31/2026

ADDRESS

123 Avenue A

CITY/STATE/ZIP

Starkville, Ms. 39759

PHONE

E-MAIL

jdbaker@sportsfacilities.com

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
4	RZ972Ki Fuel injected zero turn mowers with mulch kits LEASE cost for these is approximately $368/ month for 36 months based on 600hrs annual usage	$16,699.99	**$66,799.96**
1	RZ960Ki Fuel injected zero turn mowers with mulch kit	$15,699.99	**$15,699.99**
1	Periodic maintenance will be performed at East Mississippi Lumber This will include 20W50 oil, oil filter, air filter and fuel filter These maintenance items will be performed at 100 hr intervals. Mowers must be brought in prior to the 100 hr interval to be within Kawasaki warranty guidelines	$130 each service	

SUBTOTAL	**$82,499.95**
TAX RATE	
SALES TAX	
OTHER	
TOTAL	

SALESPERSON

Haywood Wilson

PROJECT

PREPARED BY:

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Mulch units will need to be ordered. All units may not be in stock at order time, we should have them in 2 weeks.

SIGN BELOW TO ACCEPT QUOTE:

AUTHORIZED REP DATE

ATTENTION

AUTHORIZED REP DATE

PAYMENT TERMS

DUE DATE

4/30/2026

CUSTOMER	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT

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Software as a Service Agreement

This Software as a Service Agreement (this "Agreement"), effective as of April 1, 2026 (the "Effective Date"), is by and between The Heil Co. d/b/a 3rd Eye, a Delaware Corporation with offices located at 201 W. Main Street, Suite 300, Chattanooga, Tennessee 37408 ("Provider"), and The City of Starkville, MS a state MS municipality with offices located at 506 Dr DL Conner Drive, Starkville, MS 39759 ("Customer"). Provider and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS Provider provides access to the Services to its customers; and

WHEREAS Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "Aggregated Statistics" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) "Authorized Asset" means each piece of Customer's standalone equipment (including trucks, compactors, and balers) for which Customer has purchased access to the Services hereunder.

(c) "Authorized Users" means all Persons authorized by Customer or any of its Affiliates to access and use the Services through Customer's account under this Agreement, each of which shall be identified by Customer's written notice to Provider.

(d) "Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(e) "Documentation" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services.

(f) "Provider IP" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services but does not include Customer Data.

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(g) "Services" means the software-as-a-service offerings described in Exhibit A.

(h) "Subscription Services" means each Service with a correlating recurring monthly fee from Exhibit A that Customer selects for use on an Authorized Asset.

(i) "Third-Party Products" means any third-party products described in Exhibit A provided with or incorporated into the Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other/the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Subscription Services during the Term, solely for use on each Authorized Asset in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Subscription Services. Customer may add a Subscription Service on an Authorized Asset through request and upon acceptance by Provider.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

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

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

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(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(b) Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are

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subject to their own terms and conditions and the applicable flow-through provisions referred to in Exhibit A. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

4. Service Levels and Support

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in Exhibit B.

(b) Support. The access rights granted hereunder entitle Customer to the support services described from time to time on Provider's website during the Term of this Agreement.

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("Fees") as set forth in Exhibit A without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in Exhibit A. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, tariffs, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c) Fee Increases. Provider may increase Fees for any contract year, including any contract year of any Renewal Term, by providing written notice to Customer at least 60 calendar days prior to the commencement of that contract year/such Renewal Term, and **Exhibit A** will be deemed amended accordingly.

(d) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of one year after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Provider may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Provider with respect to any amounts due and payable during the

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Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of one year after the termination or expiration of this Agreement.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party confidential information about its business affairs, products, intellectual property, trade secrets, third-party information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order. On the expiration or termination of the Agreement, the receiving Party shall, upon request, promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each party's duty of confidentiality under this Agreement regarding the Confidential Information shall survive the termination of this Agreement notwithstanding any return or destruction of the Confidential Information.

7. Intellectual Property Ownership.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

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8. Limited Warranty and Warranty Disclaimer.

(a) Provider warrants that the Services will conform in all material respects to the service levels set forth in Exhibit B when accessed and used in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit B. The remedies set forth in Exhibit B are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 8(a). **THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS**.

(b) TO THE FULLEST EXTENT PERMITTED BY MISSISSIPPI LAW, EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO CLAIM THAT THE SOFTWARE WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE PRODUCTS PROVIDED BY THIRD PARTIES, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFECTS IN THE SOFTWARE CAN BE CORRECTED, OR THAT ANY SPECIFIC RESULT OR OUTCOME WILL BE ACHIEVED BY UTILIZING THE PRODUCTS OR THIRD-PARTY HARDWARE PROVIDED BY PROVIDER, OR THAT ANY SPECIFIC RESULT OR OUTCOME WILL BE ACHIEVED BY UTILIZING THE PRODUCTS OR THIRD-PARTY HARDWARE PROVIDED BY PROVIDER.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against claims ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of such Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third Party-Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or

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replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Provider; (D) Customer Data; or (E) Third-Party Products.

(b) Customer Indemnification. To the fullest extent permitted by Mississippi law, Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. TO THE FULLEST EXTENT PERMITTED BY MISSISSIPPI LAW, **THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**

10. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED BY MISSISSIPPI LAW, IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS,

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INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT.

11. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until sixty months from such date (the "Initial Term"). This Agreement will automatically renew for thirty-six-month terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least sixty days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without

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limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Individual Subscription Termination. Notwithstanding anything to the contrary, Customer may add or remove individual Services Subscriptions subject to the following: should Customer's Services Subscription decrease by more than 15% (the "Cancellation Threshold"), Customer shall pay 50% of the remaining fees for the cancelled subscriptions over the Cancellation Threshold for the remaining Term. The Cancellation Threshold is to be calculated based on the number of subscriptions. For example, if Customer has one hundred subscriptions and cancels twenty-five subscriptions, it shall pay 50% of fees for the remainder of the Term for the ten subscriptions below the cancellation threshold. If the cancelled subscriptions are of different fee amounts, the highest fee amounts shall be used for calculating cancellation fees.

(e) Survival. The terms of this Agreement that either explicitly or implicitly are intended to survive, including but not limited to Sections 6, 7, 9, 10, and 11 shall survive termination or expiration of this Agreement, in whole or part, for any reason whatsoever

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to Customer the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control,

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including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Mississippi. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Mississippi in each case located in Oktibbeha County, Mississippi and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provide. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

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(i) Equitable Relief. To the full extent permitted by Mississippi law as to relief against a municipality, each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

The Heil Co. d/b/a/ 3rd Eye	City of Starkville, MS
By: DocuSigned by: John Muina 0E21F5FAC92A45C...	By: DocuSigned by: Mayor Lynn Spruill 1D8B4A3B2A1B48C...
Name: John Muina	Name: Mayor Lynn Spruill
Title: Corporate Controller	Title: Mayor
April 8, 2026	April 8, 2026

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EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

A. TECHNOLOGY AND SERVICES MENU

SERVICE/DESCRIPTION	**Recurring Monthly Fee**	**Fee Charged upon Use or Demand**
Safety & Driver Education/Development		
Driver Education and Coaching - Provides coaching and documentation for safety events captured by 3rd Eye equipment (including Video on Demand).	**$59.50**	
Live Streaming - Offers real-time camera monitoring through the 3rd Eye portal	**$15.00**	
		$15.00
Service Verification		
Positive Service Verification (PSV) - Captures and processes service verification events for customer review (including Video on Demand). This Service item is to be selected with any features below.	**$35.00**	
"**Baseline Data**" and service processing requirements for 1GB of data transmittal are included in the monthly fee. Exceeding Baseline Data allowance will be billed in 1GB packets cumulative across all vehicles ("**Supplemental Data**"), which will include service processing costs. Customer shall be responsible for maintenance of equipment and viewpoints aiming to ensure reliable functionality.		$15.00
Integrated Services - Tablet-to-Gateway and/or Customer-to-Event Association	**$10.00**	
Commercial Overload Review – Reviews up to 2,500 overload events monthly (per vehicle), with additional packets available.	**$40.00**	

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Additional reviews in packets of 100 reviews, cumulative across all vehicles		$2.50
Residential Overload Review – Reviews up to 17,500 overload events monthly (per vehicle), with additional packets available.	**$60.00**	
Additional reviews in packets of 500 reviews, cumulative across all vehicles		$2.50
Commercial Bulk Review – Reviews up to 2,500 bulk events monthly (per vehicle), with additional packets available.	**$40.00**	
Additional reviews in packets of 100 reviews, cumulative across all vehicles		$2.50
Residential Bulk Review – Reviews up to 17,500 bulk events monthly (per vehicle), with additional packets available.	**$60.00**	
Additional reviews in packets of 500 reviews, cumulative across all vehicles		$2.50
Commercial Container Quality Review – Reviews up to 2,500 container quality events monthly (per vehicle), with additional packets available.	**$40.00**	
Additional reviews in packets of 100 reviews, cumulative across all vehicles		$2.50
Residential Container Quality Review – Reviews up to 17,500 container quality events monthly (per vehicle), with additional packets available.	**$60.00**	
Additional reviews in packets of 500 reviews, cumulative across all vehicles		$2.50
Contamination Detection (requires PSV)		
Commercial Contamination Review – Reviews 2,500 contamination events monthly.	**$75.00**	
Additional reviews in packets of 100 reviews, cumulative across all vehicles		$3.00
Residential Contamination Review – Reviews 15,000 contamination events monthly.	**$150.00**	

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Additional reviews in packets of 500 reviews, cumulative across all vehicles		$5.00
Contamination Monitoring – Multiple criterion		
One criterion is included in the Contamination Review price. Each additional criterion will be charged a flat fee per criteria applied to all vehicles utilizing Contamination Monitoring		$5.00
"**Baseline Data**" and service processing requirements for 1GB of data transmittal are included in the monthly fee. Exceeding Baseline Data allowance will be billed in 1GB packets cumulative across all vehicles ("**Supplemental Data**"), which will include service processing costs. Customer shall be responsible for maintenance of equipment and viewpoints aiming to ensure reliable functionality.		$15.00
Vehicle Health & Maintenance		
Predictive Chassis Maintenance - Captures and reports fault codes from chassis using J1939 data.	**$30.00**	
Predictive Body Maintenance - Captures proprietary Heil body fault codes from body using J1939 data.	**$20.00**	
Integration of Automated Work-Orders - Supports ERP integration for automated maintenance workflows.	**$10.00**	
Vehicle/Asset Tracking and Compliance		
Vehicle/Asset Tracking (as a stand-alone) – Tracking vehicle/asset without any of the other modules	**$30.00**	
"**Baseline Data**" and service processing requirements for 1GB of data transmittal are included in the monthly fee. Exceeding Baseline Data allowance will be billed in 1GB packets cumulative across all vehicles ("**Supplemental Data**"), which will include service processing costs. Customer shall be responsible for		$15.00

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maintenance of equipment and viewpoint aiming to ensure reliable functionality.		
International Federal Taxation Agreement (IFTA) - Captures IFTA data for tax reporting via the portal.	**$10.00**	
Excise Fuel Tax Recovery - Captures excise fuel tax data for federal tax recovery.	**$20.00**	
Connected Baler		
Asset Management - Tracks baler transactions and makes data accessible via the portal.	**$40.00**	
Weight Monitoring - Captures and links bale weight data to transactions.	**$40.00**	
Connected Compactor		
Asset Management - Tracks compactor transactions and makes data accessible via the portal.	**$40.00**	
Fullness Detection - Monitors compactor fullness and reports via the portal.	**$40.00**	
General Data Services		
Standard Data Storage - Retains customer data for 180 days.	**Incl.**	
Long Term Storage - Offers extended data storage in 6-month increments.	**$3.00**	
RAW Data Access		
Database Tool Set - Provides access to customer data via a database toolset.	**$20.00**	
Video Research Requests - Supports manual video data requests billed per request and per MB.		$250.00 $0.50
Customized Product Development		

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Reporting - Custom reporting development at an hourly rate.		$150.00
Customized Software Development - Custom software engineering with licensing for use (at an hourly rate).		$300.00
Implementation and Training		
On-Site Training - In-person training for customer staff at a daily rate.		$1200
Travel to and from Customer location will be charged at an hourly rate.		$95.00
Web-based Training - Online training sessions billed hourly.		$150.00
Implementation Support - Technical support for solution implementation, billed hourly.		$200.00
API Support - Technical support for API integration, billed hourly.		$250.00
Litigation Assistance		
Affidavits or Declarations – Preparation of legal documents upon request, charged on a per document rate.		$500.00
Freedom of Information Requests (FOIA) – or similar state-level transparency laws – Handling of FOIA and similar requests., charged at an hourly rate.		$200.00
Responses to legal Requests for Production - Management of legal document production, charged at an hourly rate.		$400.00
Preparation for testimony (depositions or court testimony) – Preparation for depositions or court testimony, charged at an hourly rate.		$500.00
Deposition and Court Testimony - Providing expert testimony services, charged at an hourly rate, billed from arrival to departure time.		$600.00

B. THIRD PARTY PRODUCTS

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CUSTOMER expressly agrees to the applicable wireless carrier's flow through terms as set forth on the applicable website for:

AT&T, available as of the effective date at:
https://www.att.com/legal/terms.iframes.wirelessCustomerAgreement.html

T-Mobile, available as of the effective date at:
https://www.t-mobile.com/responsibility/legal/terms-and-conditions

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EXHIBIT B

SERVICE LEVELS

1. Availability. Provider shall make the Subscription Services Available, as measured over the course of each calendar month during the term and any additional periods during which Provider does or is required to perform any Subscription Services (each such calendar month, a "Service Period"), at least 95% of the time, excluding only the time the Subscription Services are not Available solely as a result of one or more exceptions (the "Availability Requirement"). "Available" means the subscription services are available and operable for access and use by customer and its authorized users over the internet in material conformity with the Specifications. "Availability" has a correlative meaning. The Subscription Services are not considered available in the event of a material performance degradation or inoperability of the Subscription Services.

2. Exceptions. No period of Subscription Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"):

    a. Customer's or any of its Authorized Users' misuse of the Subscription Services;

    b. failures of Customer's or its Authorized Users' internet connectivity;

    c. internet or other network traffic problems not caused by Provider;

    d. use of services, hardware, or software not provided by Provider or a Provider subcontractor, or any modification of Provider-supplied hardware or software that is not performed by Provider or a Provider subcontractor;

    e. factors outside Provider's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to Provider, including at Customer's site or between Customer's site and Provider); or

    f. Scheduled Downtime as set forth in Section 3 to Exhibit B.

3. Scheduled Downtime. Provider will provide notice to Customer in advance of all scheduled outages of the Subscription Services in whole or in part ("Scheduled Downtime").

4. Remedies for Service Availability Failures. If the actual Availability of any Subscription is less than the Availability Requirement for any Service Period, Customer will be entitled, upon written request, to a service availability credit ("Service Level Credit") to be calculated, with respect to the specific Subscription Service that is implicated, of 15% of the monthly fee for the Subscription that did not meet the Availability Requirement.

    Customer shall only be eligible to request Service Level Credits if Customer notifies Provider in writing within thirty (30) days from the end of the month for which Service Level Credits are due. All claims will be verified against Provider's system records. In the event after such notification

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Provider determines that Service Level Credits are not due, or that different Service Level Credits are due, Provider shall notify Customer in writing on that finding. Service Level Credits will be applied to the next invoice following Customer's request and Provider's confirmation of available credits.

THE SERVICE LEVEL CREDITS SHALL BE THE SOLE REMEDY FOR FAILURES OF THE SERVICES PROVIDED HEREUNDER.

29. CONSIDERATION OF THE ACCEPTANCE OF THE AUDITED FINANCIAL STATEMENTS OF THE STARKVILLE UTILITIES - ELECTRIC DIVISION FOR THE TWELVE-MONTH PERIOD ENDED SEPTEMBER 30, 2025, AND THE YEAR ENDED SEPTEMBER 30, 2024, AS PRESENTED BY WATKINS, WARD & STAFFORD, CPAS, PLLC.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the acceptance of the audited financial statements of the Starkville Utilities - Electric Division for the twelve-month period ended September 30, 2025, and the year ended September 30, 2024, as presented by Watkins, Ward & Stafford, CPAS, PLLC" is enumerated, this consent item is thereby approved.

30. CONSIDERATION OF THE ACCEPTANCE OF THE MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT WITH BRISLIN, INC. FOR STARKVILLE UTILITIES OPERATIONS CENTER HVAC SERVICES FROM APRIL 1, 2026 TO MARCH 31, 2027.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the acceptance of the mechanical service agreement and maintenance contract with Brislin, Inc. for Starkville Utilities operations center HVAC services from April 1, 2026 to March 31, 2027" is enumerated, this consent item is thereby approved.

31. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR CURRY STREET GENERATOR (MATERIAL ONLY).

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval to advertise for bids for Curry Street generator (material only)" is enumerated, this consent item is thereby approved.

32. REQUEST AUTHORIZATION TO ACCEPT THE EMERGENCY PURCHASE IN ACCORDANCE WITH MS STATE STATUTE 31-7-13 FROM BERRY ELECTRIC, LLC IN THE AMOUNT OF $8,200.00 FOR ELECTRICAL REPAIRS AND A TRANSFER SWITCH AT ACADEMY WELL.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 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 Berry Electric, LLC in the amount of $8,200.00 for electrical repairs and a transfer switch at Academy Well" is enumerated, this consent item is thereby approved.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Utilities
AGENDA DATE: April 7, 2026

SUBJECT: Consideration of the acceptance of the Mechanical Service Agreement and Maintenance Contract with Brislin, Inc. for Starkville Utilities Operations Center HVAC Services from April 1, 2026 to March 31, 2027.

FISCAL NOTE: 2026/2027 Budget

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp (662)323-3133 ext.1101
Starkville Utilities has utilized Brislin, Inc. for all HVAC related services for the main office. For the past year, the maintenance contract has yielded a quicker repair time when faced with unforeseen or time critical issues and has also produced more regular preventative maintenance service. This proposal is to add the Operations Center facility to the on-going maintenance contract.

SUGGESTED MOTION:
Move approval of the acceptance of the Mechanical Service Agreement and Maintenance Contract with Brislin, Inc. for Starkville Utilities Operations Center HVAC Services from April 1, 2026 to March 31, 2027.

BRISLIN, INC.

4051 MILITARY ROAD
COLUMBUS, MS 39705
662-328-5814
WWW.BRISLININC.COM

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO:

Starkville Utilities Operation
605 Dr. Martin Luther King Jr. Drive E.
Starkville, MS 39759

BY:

BRISLIN, INC.
4051 Military Road
Columbus, MS 39705

FOR:
HVAC Services from
April 1, 2026 to March 31, 2027

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

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT: See Attached - Equipment List

WE AGREE TO:

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

YOU AGREE TO:

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

EXCLUSIONS:

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

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in April 2026 and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

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

Your cost of this Maintenance Agreement:

$2,000.00 per year plus tax;
Invoiced in equal installments of $500.00 following the completion of each service or inspection.

During the performance of this Agreement, we will take reasonable precautions to avoid injury to persons and damage to property.

This proposal shall become a binding agreement between Brislin, Inc. and the undersigned party upon execution by authorized representatives of both parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, or understandings, whether written or oral. No rights, remedies, or obligations are created except as expressly set forth herein. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein is intended to or shall confer any rights upon any third party.

Respectfully submitted:
BRISLIN, INC.

Quinn Brislin
Vice President

Your approval:

Signature: _____

Printed: Lynn Sprill

Title: Mayor

Date: 4/7/26

HVAC MAINTENANCE / INSPECTION CHECKLIST

Weather Conditions			
____	Rainy	____	Clear
____	Cloudy	____	Partly Cloudy
____	Humid		
	Outside Temp		Inside Temp (Avg)

✓ COMPLETE	- NOT REQUIRED	N/A – NOT APPLICABLE

____ 1. Clean drain pan & lines. Add algaecide tablets.
____ 2. Check performance & service of all major components.
-Document any deficiencies found.
____ 3. Lubricate moving parts needed.
____ 4. Check refrigerant charge & record. (annually or as needed)
____ 5. Test amperage & voltage & record. (annually or as needed)
____ 6. Inspect for oil & refrigerant leaks. Document any leaks found.
____ 7. Check operating & safety controls & adjust or repair as needed.
____ 8. Check air distribution temperatures & record.
____ 9. Inspect condenser & evaporator coils.
____ 10. Wash evaporative & condenser coils *(coil cleaner* OR *water)*
____ 11. Clean/brush evaporative coils
____ 12. Tighten electrical connections on equipment as needed
____ 13. Check belts & drives, tighten as needed
____ 14. Replace belts (if required)
____ 15. Check temperature control system & make minor repairs.
-Document any deficiencies found
____ 16. Check & adjust economizer linkage & controls (if applicable)
____ 17. Replace filters & wash air filters (includes OSA filters)
____ 18. Check heating section & controls. - Document any deficiencies found.

REMARKS:

CUSTOMER'S SIGNATURE | DATE | SERVICE MANAGER

TECHNICIAN'S SIGNATURE | DATE | SCHEDULED DATE

Report Selections:	Site ID:	605DRMARTI	Site Status:	Active	Equipment Notes?	Yes	Warranty Details?	No
	Equipment:	ALL	Equipment Status:	Active	Component Notes?	No		

BRISLIN, INC.

Detail Site Equipment Listing Sorted by Site

Equipment	Description	Status	Type	Make	Model	Serial Number	Location	Year Installed
Site: 605DRMARTI (STARKVILLE UTILITIES OPERATION)								
01	SYSTEM #01	Active	PACK	YORK	J12ZRN24U4D6BCA2A1	N2N0510250	SOUTH - AC01	
Equipment Notes:								
4) 20X24X2 1) BX56								
02	SYSTEM #02	Active	PACK	YORK	J06ZRN1254B6BCA2A1	N2N0510239	NORTH - AC02	
Equipment Notes:								
4) 16X24X2 1) A49								

33. REQUEST AUTHORIZATION TO EXECUTE THE MISSISSIPPI DEVELOPMENT AUTHORITY ENERGY & NATURAL RESOURCES DIVISION MISSISSIPPI 40101(D) GRID RESILIENCE GRANT PROGRAM SUBAWARD GRANT AGREEMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval to execute the Mississippi Development Authority Energy & Natural Resources Division Mississippi 40101(d) Grid Resilience Grant Program subaward grant agreement" is enumerated, this consent item is thereby approved.

34. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF $21,820.00 FOR MAINTENANCE OF ALTITUDE VALVES AT FOUR LOCATIONS: CURRY ST, SCALES ST, LOCKSLEY, AND AZALEA ST.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval to accept the low quote from Bill Young in the amount of $21,820.00 for maintenance of altitude valves at four locations: Curry St, Scales St, Locksley, and Azalea St" is enumerated, this consent item is thereby approved.

35. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BERRY ELECTRIC, LLC IN THE AMOUNT OF $32,500.00 FOR INSTALLATION OF MANUAL TRANSFER SWITCHES AT THE PARKDALE AND HENDERSON WELLS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval to accept the low quote from Berry Electric, LLC in the amount of $32,500.00 for installation of manual transfer switches at the Parkdale and Henderson Wells" is enumerated, this consent item is thereby approved.

36. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM MYERS FENCE SALES, LLC IN THE AMOUNT OF $12,500 FOR A PERIMETER FENCE AT LOCKSLEY TANK.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 7, 2026 Official Agenda, and to accept items for consent, whereby the "approval to accept the low quote from Myers Fence sales, LLC in the amount of $12,500 for a perimeter fence at Locksley tank" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill gave a public service announcement regarding the Waste Collection Day held at the Golden Triangle Regional Landfill this Saturday from 7:30-1:00. She noted what was acceptable and not acceptable for the program. Mayor Spruill also noted that the King Cotton Crawfish Boil would be Saturday from 1:00 – 3:00. She also noted that it would be a busy weekend with 75 teams in town for a baseball tournament at Cornerstone

Park, Mississippi State baseball and softball have 3 game series. She also noted the International Fiesta Festival happening this weekend as well.

BOARD OF ALDERMEN COMMENTS: Alderman Brooks noted the poles being taken down at the baseball field in Sturgis are very old and pose as a safety hazard and the town of Sturgis holds functions there and do not want anyone to get hurt. He thanked the Mayor, Board, and Mr. Kemp for agreeing to help as he is a member of the Sturgis Rally Board. Alderman Brooks wanted to congratulate Mr. Thornhill on what he has done with the Starkville Derby. He noted that he was blown away by the attendance over the years. Alderman Brooks also stated that tickets were on sale now for the King Cotton Crawfish Boil and you could purchase them in advance for $30 and $40 at the gate.
Vice Mayor Perkins wanted to thank the Mayor and Sanitation Director, Chris Smiley, on the decision on having City wide garbage collection Thursday, April 2 before the City was closed for Good Friday. He noted that he has constituents that have garbage collection on Tuesday and Friday's and they appreciated having the City wide pickup and wanted to thank the Mayor and Mr. Smiley.

CITIZEN COMMENTS:
Alvin Turner, Ward 7, noted citizens have a few concerns. One being that their light bills are not making it to them through the mail service and most are on fixed incomes and do not want to end up with the lights being shut off because they did not receive a bill. Also, with the 182 redevelopment and parts of the road being cut off, how would citizens get to Alderman Vaughn.

SECOND PUBLIC HEARING AND CONSIDERATION 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 against:

Sherry Owens spoke against a full ban on Kratom. She provided studies that she had found on natural leaf Kratom that kills cancer cells and noted personal experiences of her own.

Brenda McVay stated that she is currently proactive in using natural remedies-herbal plants for medicinal purposes. She noted she would not like for the natural leaf Kratom to be banned and provided her personal testimony for the minutes.

Steven Dentali noted he holds a doctorate in pharmaceutical sciences and has spent over 30 years advising government, non-governmental, and industry organizations on the safety and chemistry of botanical ingredients. He commended the Board on the desire to align policy with science. He noted that synthetic and highly concentrated 7-OH products aredangerous lab made drugs that do not belong on store shelves and natural botanical Kratom gets swept into the same category as the synthetic chemical, though not supported by science. He noted that Mississippi's Kratom consumer protection act HB 1077 signed into law last April restricts sales to adults 21 and older and specifically bans products with high concentrations of 7-OH focusing local efforts banning

7-OH products specifically aligns Starkville with State law, protects consumers, and provides a clear working framework for local business.

Speaking in favor:

Bo Stribling spoke of his history with Kratom and how it has affected his life. He noted that he doesn't want to see another family to have to go through what his family has because of highly addictive Kratom products. He supports a total ban.

Mike Sullivan noted that years ago he was trying to get a family member off Kratom and he was advised from a "Kratom expert" to give this person pure leaf Kratom. He stated that he obtained the product and decided to try it himself before providing it to his loved one. He detailed how additive the product was and ended up flushing it down the toilet. He stated that this product needs to be banned.

Frank Chiles, Ward 1, noted that he moved to Starkville in 1977 and it was an entirely different place and a much better place now. He thanked the Mayor and Board for holding this public hearing. He noted that you build up a tolerance to a drug which will lead to other drugs. He noted that he believes the ordinance should have something in it regarding possession. He believes Kratom is affecting the youth. He urged the Board to ban Kratom.

Brandie Stribling noted that she is lucky to have her husband here and is glad he recognized his problem and got help. That gas station owners do not care what this product is doing to people and that they only want the money from it. She would like for Kratom to be banned.

Mayor Spruill closed the public hearing, and the Board went into deliberation.

Alderman Sistrunk offered a motion to approve the 2nd drafted ordinance that models the State's HB 1077. She noted that the natural Kratom has very little of the 7-OH. She stated that what was being sold in gas stations is 7-OH products and how addictive it is and that something needed to be done. She noted that anything with high doses of 7-OH would be unallowable and extends the ban to not allow the sale to people who are under the age of 21. She noted this draft also aligns with the FDA and their recommendations of not having this scheduled as a controlled substance. She stated that if this passed and down the road if the natural Kratom becomes a problem that the Board could bring it back to amend the ordinance.

Mayor Spruill clarified that Alderman Sistrunk made a motion to pass the ordinance that bans everything except the natural leaf Kratom. Mayor Spruill asked if there was a second for this motion. Alderman Moreland made the second.

Vice Mayor Perkins asked for there to be discussion on this matter as it is a very important matter. He noted that he would like the Board to have some discussion and engagement so there would be some dialog and to have a reasonable and rational basis on this. He stated that he has heard compelling testimony from a speaker who has petitioned the Board to ban it all based on personal experiences. He stated that he is a finder of fact and is persuaded to ban it all. He noted that there is a pending motion to be voted on and he would not vote for this motion as he wished to ban it all. His 1st preference was a total ban and his 2nd preference would be some ban, but he

did not want to leave the meeting with no ban.

Alderman Brooks stated that he would be more inclined to be in line with Vice Mayor Perkins. He noted that he went to see his pharmacist to ask about Kratom and his pharmacist looked Kratom up on the internet and said he would not have it in his pharmacy. Alderman Brooks noted at the first public hearing that a medical professional who said you would not be finding Kratom in pharmacies and that gas stations are selling the 7-OH from under the counter. He noted that he doesn't want to leave with no ban and he will vote against the motion and seek a total ban and if that doesn't work, he would like to try something different. He stated that he was afraid if they only went with banning 7-OH that the Board would be back dealing with this issue at a later time.

Alderman Sistrunk stated that this was difficult for the Board and said that they are not chemist and that they natural leaf Kratom has very little 7-OH. She stated that she thought the safest legal position would be to align with what the State has done. She noted that there is no question that the 7-OH impacts people in a harmful way and that it needs to be banned. She also noted that she did not know anywhere that you could buy the natural leaf Kratom in Starkville and that you could buy the 7-OH at a lot of quick marts here in town. She also stated that she would like for the Board to distinguish between Kratom and the things being marketed as Kratom products and that the 7-OH is the problem.

The Mayor called for the City Clerk to do a roll call vote.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Moreland, and motion failed by the Board to deny the ordinance the bans only synthetic kratom products and derivatives from sale in the City of Starkville. The Board voted as follows:

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

The Mayor declared the motion failed and asked if there was another motion.

Alderman Pochop made a motion for the 3rd option to ban all but not to criminalize use or possession.

The Mayor asked was there a second to this motion. The motion failed for a lack of a second. The Mayor asked if there was another motion.

Vice Mayor made the motion to ban all Kratom and Alderman Vaughn made the second.

Alderman Moreland stated that she has talked with people on both sides and that the Board

should reconsider banning all. She noted that she did not want to be in a position to deny the ones who it has helped.

The Mayor called for the City Clerk to do a roll call vote.

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

Upon the motion of Alderman Perkins, duly seconded by Alderman Vaughn, and adopted by the Board to approve the ordinance that bans both synthetic and natural kratom products from sale in the City of Starkville. The Board voted as follows:

Alderman Kim Moreland	Voted: Nay
Alderman Sandra Sistrunk	Voted: Nay
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.

ORDINANCE NO. 2026-04

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, hepatoxicity, 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) Salviadivinorum 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,1OaR)-9-(hydroxymethy1)-6,6dimethyl-3-(2-methyloctan-2-y1)-6a7, 10. 10a-tetrahydrobenzo[c]chromen-1-o1 - some trade or other names: HU210;

(3) 1-Pentyl-1-(1-naphthoy1) 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, mitraphyline, 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 Perkins moved that that foregoing ordinance be adopted and said motion was seconded by Alderman Vaughn and after having been reduced to writing, the vote and the results were as follows:

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

WHEREUPON, the Mayor declared the foregoing Ordinance passed and adopted at a regular meeting of the Board of Aldermen on this the 7th day of April, 2026.

JOANNA MCLAURIN, CITY CLERK

D. LYNN SPRUILL, MAYOR
CITY OF STARKVILLE, MISSISSIPPI

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, hepatoxicity, 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) Salviadivinorum 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,1OaR)-9-(hydroxymethy1)-6,6dimethyl-3-(2-methyloctan-2-y1)-6a7, 10. 10a-tetrahydrobenzo[c]chromen-1-o1 - some trade or other names: HU210;

(3) 1-Pentyl-1-(1-naphthoy1) 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, mitraphyline, 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

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 CERTAIN 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

WHERAS, kratom is not lawfully marketed in the U.S. as a drug product, a dietary supplement, or a food additive in conventional food; and

WHEREAS, the United States Drug Enforcement Agency (US DEA) has listed kratom as a Drug and Chemical of Concern, citing the two major psychoactive ingredients (mitragynine and 7-hydroxymytragynine) and that consumption can lead to psychotic symptoms and psychological and physiological dependence; and

WHEREAS, the United States Food and Drug Administration (USFDA) has noted that 7-hydroxymitragynine (7-OH) is a naturally occurring alkaloid in the kratom plant but only a minor constituent that comprises less than 2% of the total alkaloid content in natural kratom leaves and that 7-OH demonstrates substantially greater mu-opioid receptor potency than kratom's primary alkaloid constituent mitragynine; and

WHEREAS. the USFDA has recommended a scheduling action to control certain 7-OH products under the Controlled Substances Act (CSA) and is specifically targeting 7-OH but is not focused on natural kratom leaf products; and

WHEREAS, law enforcement reports indicate that synthetic 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, the Mississippi Legislature during its 2025 Regular Session adopted House Bill 1077 placing restrictions on the possession and sale of kratom products, namely, that kratom products are defined as a food or dietary supplement that consists of or contains kratom leaf or kratom leaf extract that does not contain any synthesized kratom alkaloids, other kratom constituents, or synthesized metabolites of any kratom constituent in which the level of 7-OH, on a percent weight basis, is not greater than one percent (1%) of the amount of total kratom alkaloids; and

WHEREAS, House Bill 1077 prohibits the preparation, distribution, or sale of any product that does not meet that bill's definition of a kratom product, including products containing a level of 7-OH that is greater than one percent (1%) of the alkaloid composition and not to exceed one-half ().5) milligram per container of the product and products containing any controlled substance listed in the Uniform Controlled Substances Act unless specifically excepted by House Bill 1077; and

WHEREAS, House Bill 1077 also places restrictions on the sale of kratom products, namely, that no person shall sell or distribute ~~synthetic~~ kratom products to any person under the age of 21 years, nor shall any person under the age of 21 years possess any 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 ~~synthetic~~ kratom and associated kratom products as they see fit; 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, products not meeting the definition in House Bill 1077 of 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 :

(A) "Kratom product" means a food or dietary supplement that consists of or contains kratom leaf or kratom leaf extract that does not contain any synthesized kratom alkaloids, other kratom constituents, or synthesized metabolites of any kratom constituent in which the level of 7-hydroxymitragynine, on a percent weight basis, is not greater than one percent (1%) of the amount of total kratom alkaloids, as confirmed with a high-performance liquid chromatography testing method and not to exceed one-half (0.5) milligram per container. For the purposed of this paragraph, "synthesized" refers to

substances produced using directed synthetic or biosynthetic chemistry, as opposed to traditional food preparation techniques such as heating or extracting.

(B) No person shall possess, purchase, distribute, sell, display for sale or attempt to possess, purchase, distribute, sell or publicly display for sale any kratom product not meeting the definition of Section 12.11(A) or any of the synthesized substances represented as Kratom or as Kratom derivatives.

(C) 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.

(D) 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

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, hepatoxicity, 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 purchase, distribute, or sell, or attempt to purchase, distribute or sell 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) Salviadivinorum 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,1OaR)-9-(hydroxymethy1)-6,6dimethyl-3-(2-methyloctan-2-y1)-6a7, 10. 10a-tetrahydrobenzo[c]chromen-1-o1 - some trade or other names: HU210;

(3) 1-Pentyl-1-(1-naphthoy1) 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, mitraphyline, 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) 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.

(9) 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

MISSISSIPPI LEGISLATURE
2025 Regular Session
To: Business and Commerce
By: Representative Yancey

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

More Press Announcements (/news-events/newsroom/press-announcements)

For Immediate Release:
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) and is warning consumers (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)

Consumer:
888-INFO-FDA (tel:888-INFO-FDA)

###

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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No

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An official form of the United States government. Provided by Touchpoints

FDA NEWS RELEASE

FDA Seizes 7-OH Opioids to Protect American Consumers

More Press Announcements (/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) 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) 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) and informed consumers (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

IN THE CIRCUIT COURT OF LEE COUNTY, MISSISSIPPI

MOHAMED GAMIEL **APPELLANT**

V. **CAUSE NO.** UV26-012(PF)C

CITY OF TUPELO, MISSISSIPPI,
TUPELO CITY BOARD OF ALDERMAN **APPELLEES**

NOTICE OF APPEAL

COMES NOW Appellant Mohamed Gamiel, pursuant to Miss. Code Ann. § 11-51-75, and files this appeal of the City of Tupelo, Mississippi and its Board of Alderman's decision, on February 3, 2026, banning any person to "use, possess, purchase, distribute, or sale, or attempt to use, possess, purchase, distribute, or sale or publicly display for sale" a substance commonly referred to as "kratom." In support thereof, Appellant avers as follows:

I. Background Facts

1. Appellant Mohamed Gamiel is the owner of a retail store within the City of Tupelo who displays to sell and sells the substance referred to in the unnumbered ordinance as "kratom". The ordinance states

FILED
FEB 13 2026
CAMILLE ROBERTS DULANEY
LEE CO. CIRCUIT CLERK
D.C.

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)
CLANTON LAW FIRM, PLLC
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Eupora, Mississippi 39744
Phone: 601-454-8794
Email: brad@clantonlawms.com
www.clantonlawms.com

Attested to by:

Mohamed Gamiel

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.
My commission Expires first Monday in January 2028

Notary Public

Lee County, State of Mississippi

My commission expires: _____

FILED

FEB 13 2026

CAMILLE ROBERTS DULANEY
LEE CO. CIRCUIT 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



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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

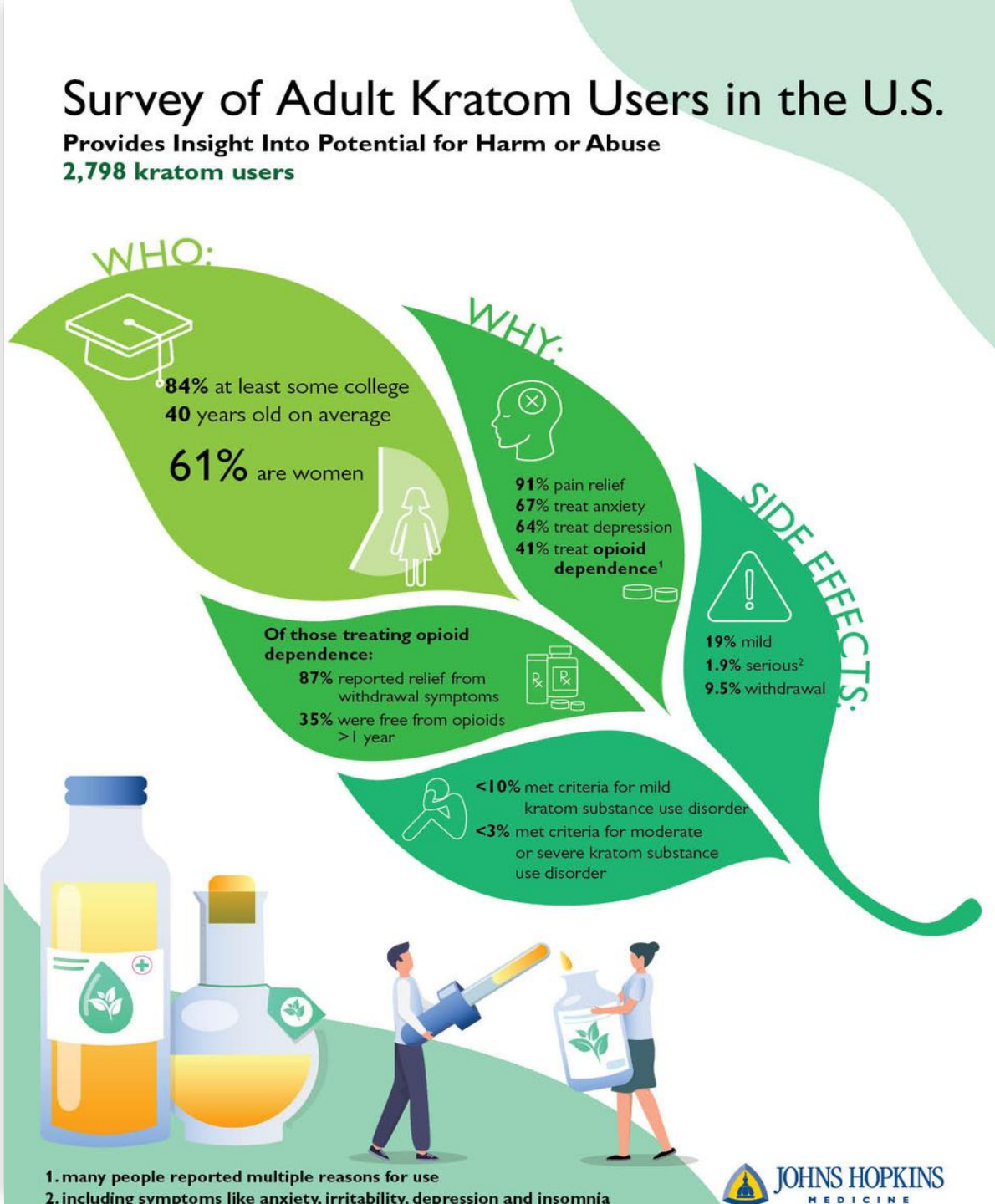
67% Anxiety

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)





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.

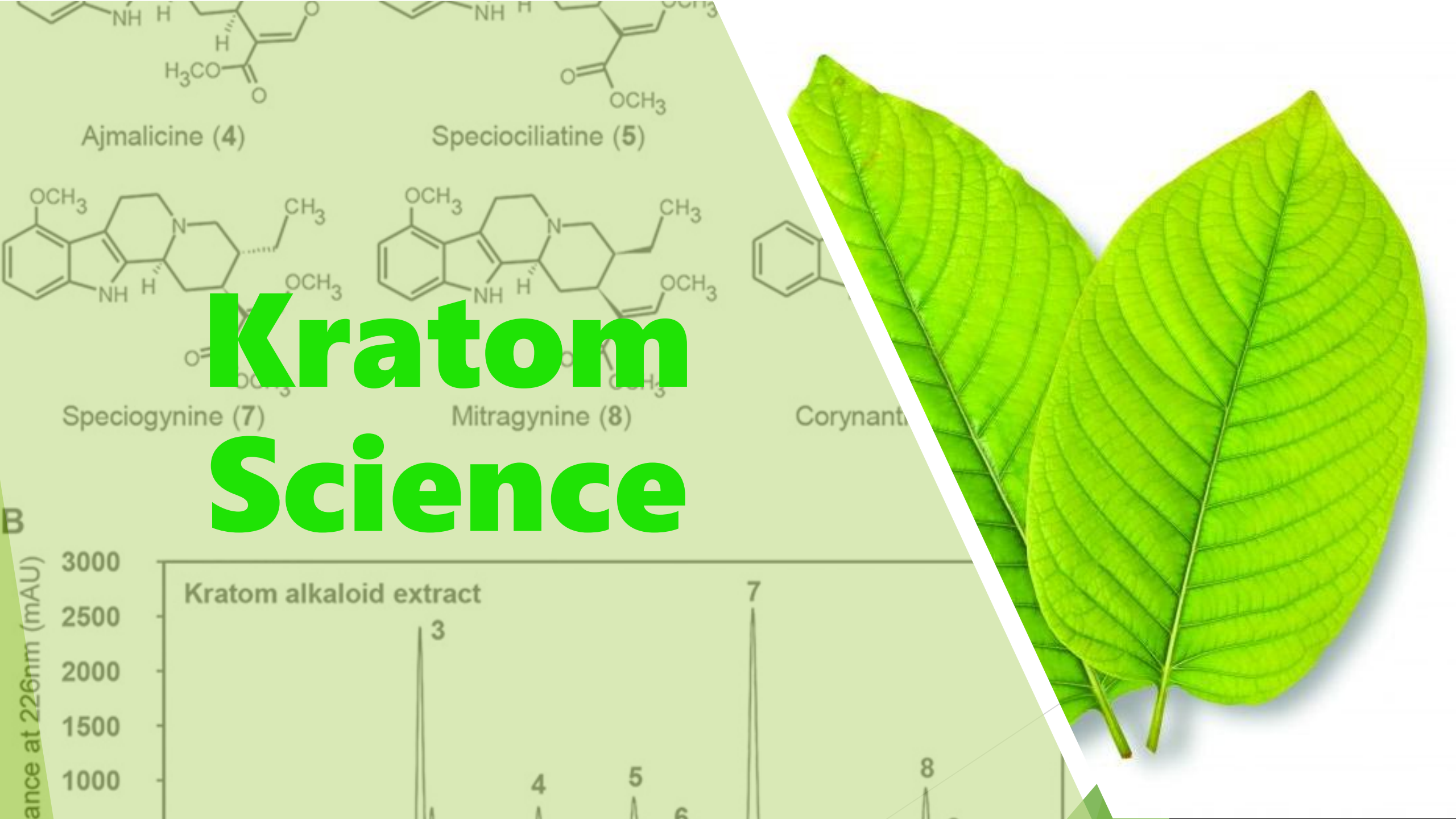
Ingredients: Microcrstalline Cellulose, Dicalcium Phosphate, Silicon Dioxide, Magnesium Strearate, Food Grade Colorant, Mitragynine Pseudoindoxyl, Mitragynine, Caffeine

THIS PRODUCT CONTAINS MITRAGYNA SPECIES LEAF EXTRACT.

Warnings:






Ajmalicine (4)
Speciociliatine (5)
Speciogynine (7)
Mitragynine (8)
Kratom
Science
B
Kratom alkaloid extract
3000
2500
2000
1500
1000
ance at 226nm (mAU)
3
4
5
6
7
8

Mayo Clinic
vs.
Johns Hopkins
&
University of Florida

MAYO CLINIC

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.

JOHNS HOPKINS MEDICINE

UF UNIVERSITY of FLORIDA

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


Addiction
Substance
Tobacco
Nicotine
Symptoms
Smoking
ABUSE
DRUGS
REHAB
EXCESS
FOOD
HEROIN
Dependence
SMOKING
DRUG ABUSE
ALCOHOLIC
COMPULSION
Amphetamines
TOBACCO
DEPENDENCE
OXYCODONE
METH
CONTROL
GHB
Alcohol
TOLERANCE
Methadone
Crystal Meth
Benzodiazepines
ANXIETY
WITHDRAWAL



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 – Lega 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.americankratom.org
www.protectkratom.org



Understanding Kratom Use: A Guide for Healthcare Providers

frontiers in Pharmacology

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.Â

I've used plain leaf kratom for over a decade. Kratom has been a positive and life-changing part of my wellness journey. Itâ€™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.Â

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.Â

Research from Johns Hopkins University and the University of Florida shows that kratomâ€™s natural compounds work differently from opioids â€” 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 â€” 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.Â

Thatâ€™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.Â
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 Tryptasemia, 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

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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.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

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.

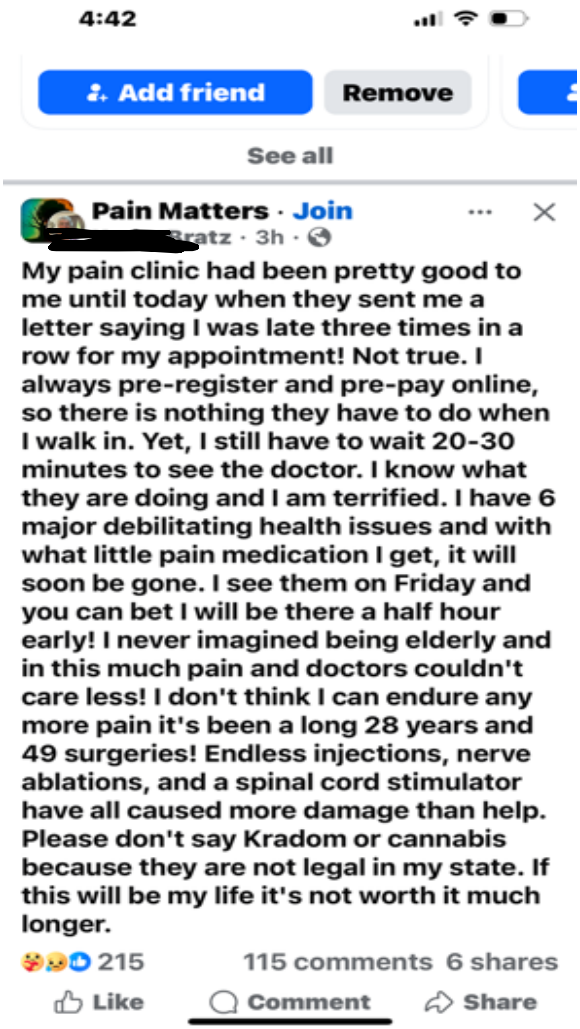
This dose of oxycodone was not enough to control my excruciating pain. It gave me relief for approximately 4-5 hours. This meant that for 16 hours of the day and night, I did not have any pain control. I suffered immensely. Since I had tried all available options to control this pain, I began looking 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:
â€¢ Restricting high-potency extracts
â€¢ Prohibiting synthetic or adulterated products
â€¢ Ensuring proper labeling and age restrictions
â€¢ 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

Scientists' Statement in Support of Ward 2 Alderwoman Sandra Sistrunk's Proposal for Differential Treatment of 7-Hydroxymitragynine and Other Synthetic Products Mislabelled as Kratom, and Authentic Kratom Leaf

We would like to take the opportunity to submit the following for consideration after review of the public hearing of the March 17th meeting at the Starkville City Hall dedicated to kratom.

As a group of scientists who organize an International Annual Meeting on the Science of Kratom we fully support a different treatment for unapproved synthetic substances, such as 7-hydroxymitragine (7-HMG or 7-OH) and its synthetic analogs as was proposed by the United States Department of Health and Human Services (DHHS) in July 2025.

The DHHS and FDA clearly stated that the intention is not to schedule the botanical *Mitragyna speciosa*, commonly called "kratom." There is continuing confusion because kratom is arbitrarily grouped with 7-OH and other synthetic drug products (Gour et al., 2025). As shown in published literature 7-OH is not "synthetic kratom," it is a synthetically derived drug, whilst kratom is a natural plant (Brown et al. 2025). This distinction is important in consideration of the pharmacology, toxicology, and conditions of both historical and modern use.

The documented traditional use of kratom leaf by laborers as a restorative to increase energy and relieve minor aches and pain during the workday dates to 1836 in Southeast Asia. Treating kratom leaf identically to a pharmaceutical drug or synthetic substance ignores relevant differences in risk profile, usage patterns, and the available scientific evidence that supports safe use. As concerned scientists, we ask that a science-driven, evidence-based approach be undertaken by the city of Starkville, MS when considering kratom leaf that has been integrated into the cultural fabric of Southeast Asia for centuries, use that continues to this day.

The current available toxicology, clinical and epidemiological studies indicate traditional kratom leaf use has a low risk profile. The FDA-sponsored single ascending dose (SAD) study concluded that kratom leaf is "well tolerated," and two survey studies of 10,847 consumers conducted by the University of Florida and Johns Hopkins University reported that kratom leaf is commonly used to support well-being and as an alternative to more harmful substances, with relatively few reports of serious adverse events (Grundmann 2017 and Garcia-Romeu et al. 2020).

Mitragyna speciosa (kratom) leaf is a traditionally consumed botanical material, not a synthetic drug.

There needs to be a division between *Mitragyna speciosa*, a traditionally used botanical with a history of safe use that is currently consumed by millions of Americans, and the illegally marketed 7-OH products that are unapproved synthetic drugs derived by chemical manipulation of natural plant alkaloids. Synthetic derivatives, such as 7-OH are not naturally occurring and

bear no resemblance to the kratom plant. Studies supported by the National Institutes of Health in the past several years confirm these distinctions between 7-OH and kratom, and its most abundant alkaloid, mitragynine. While occasionally pharmacologically irrelevant trace amounts of 7-OH are found in processed, post-harvest leaves, 7-OH is not naturally occurring (Brown et al. 2025). The pharmacology of mitragynine and the other natural kratom alkaloids, are drastically different than the chemically derived 7-OH that exhibits a binding affinity up to 22 times higher than morphine at the μ-opioid receptor. Marketing these products as 'kratom' is both false and misleading, and consumers of 7-OH products are unknowingly exposing themselves to unapproved drug products with potentially high abuse liability potential and unknown risks.

There is insufficient evidence to warrant banning kratom leaf material.

Natural kratom leaf contains mitragynine, its primary alkaloid. The potency, metabolism, and risk profile of mitragynine differ significantly from synthetic analogues. International bodies, including a pre-review by the World Health Organization, have recognized *Mitragyna speciosa* as a natural botanical and determined there is insufficient evidence for a scheduling recommendation. The American Herbal Product Association's online *Botanical Safety Handbook* describes adverse effects from kratom as rare and relatively minor.

There are public safety risks that must be considered as a potential unintended consequence of banning kratom leaf material.

A sweeping ban that relegates a helpful botanical with a long history of traditional use into the same classification as a crude synthetic, unapproved drug simply does not make sense. For the population that currently use kratom leaf as a harm reduction tool in their battle against opioids, removing kratom without any realistic plans for alternative treatment would be devastating, forcing these individuals to either live with poorly managed health conditions or turn to illicit drugs, creating a significant danger to these Mississippians.

We recommend that the Starkville City Board of Aldermen follow the leadership of the DHHS and differentiate the natural botanical kratom leaf from synthetic chemical analogues derived from naturally occurring kratom alkaloids, as proposed by Ward 2 Alderwoman Sandra Sistrunk, to protect access to the natural botanical kratom leaf in support of on-going research and harm reduction.

We would appreciate kind consideration of our position during the Board's careful review of this important matter and are available as a resource in the development and review of a revised proposed ordinance as suggested by Alderwoman Sistrunk.

Respectfully,

Paula N. Brown, PhD
Director of Applied Research, BC Institute of Technology, British Columbia, V5G 3H2, Canada
Adjunct Professor, Pharmacognosy Institute and Department of Pharmaceutical Sciences
Retzky College of Pharmacy, University of Illinois Chicago, Chicago, IL 60612, USA

Signed March 20, 2026 on behalf of the Kratom Science Symposium Organizing Committee

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References:

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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, for 40 years. Most importantly, I am a believer of our Lord and Savior Jesus Christ since a very young age. Growing up in a Godly home, I have witnessed, seen, and experienced the importance of God's Creation plays a major role in our health. As we grow up, so does the expansion of western medicine. Humanity is paying the ultimate price….. for the love of money is the root of all evil.

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 ….Then God said, "Let the earth produce vegetation: seed-bearing plants and fruit trees on the earth bearing fruit with seed in it according to their kinds." And it was good.

And Genesis 1:29…. God also said, "Look, I have given you every seed-bearing plant on the surface of the entire earth and every tree whose fruit contains seed. This will be food for you,"

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, spouse, 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 most important and should not be taken away by removing the natural source that provides this sustainability. By removing this natural resource provided by the One Who created the natural 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 natural resource I am referring to. Kratom grown from earth is one of the wonderful miracle plants God created to help humanity.

I have seen first-hand 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 and alone 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 known Sherry for many years (before and after kratom) and 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 productive and 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 is able to 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 please don't be "the thief" that comes to steal, kill, and destroy these lives which only is God's intentions and purpose for this pure leaf plant is to bring and provide healing and abundantly living for all humanity. John 10:10

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

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A rare cancer-fighting plant compound has finally been decoded

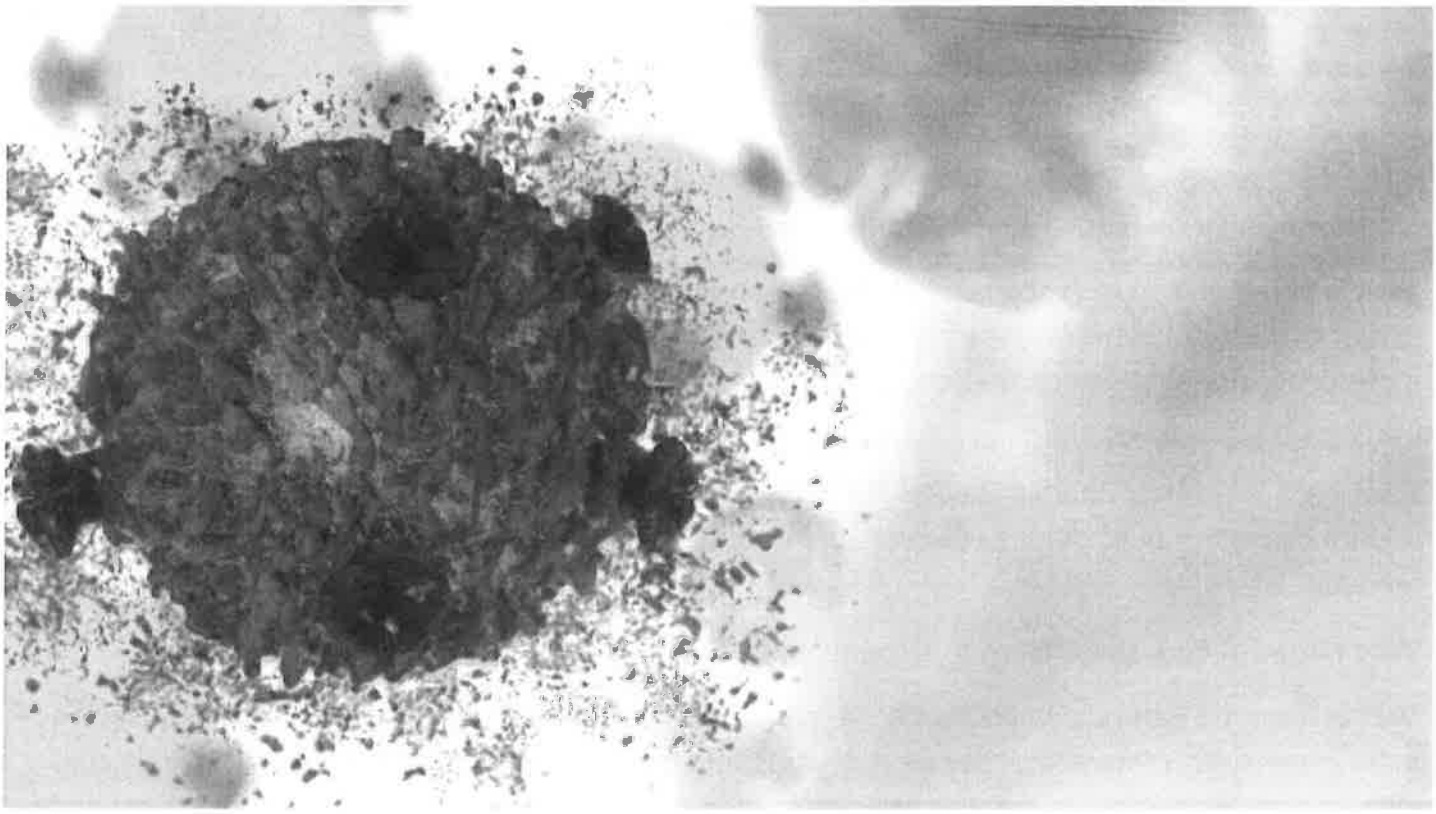
Scientists have uncovered nature's hidden recipe for a rare, cancer-fighting plant compound—opening the door to sustainable new medicines.

Date: December 27, 2025

Source: University of British Columbia Okanagan campus

Summary: UBC Okanagan researchers have uncovered how plants create mitraphylline, a rare natural compound linked to anti-cancer effects. By identifying two key enzymes that shape and twist molecules into their final form, the team solved a puzzle that had stumped scientists for years. The discovery could make it far easier to produce mitraphylline and related compounds sustainably. It also highlights plants as master chemists with untapped medical potential.

FULL STORY



Scientists have cracked a long-standing mystery in nature by revealing how plants make mitraphylline, a rare compound with promising anti-cancer and anti-inflammatory potential. Credit: Shutterstock

Researchers at UBC Okanagan have figured out how plants make mitraphylline, a rare natural substance that has drawn attention for its potential role in fighting cancer.

Mitraphylline is part of a small and unusual family of plant chemicals known as spirooxindole alkaloids. These molecules are defined by their distinctive twisted ring shapes, which help give them powerful biological effects, including anti tumor and anti inflammatory activity.

For years, scientists knew these compounds were valuable but had little understanding of how plants actually assembled them at the molecular level.

Solving a Long Standing Biological Mystery

Progress came in 2023, when a research team led by Dr. Thu-Thuy Dang in UBC Okanagan's Irving K. Barber Faculty of Science identified the first known plant enzyme capable of creating the signature spiro shape found in these molecules.

Building on that discovery, doctoral student Tuan-Anh Nguyen led new work to pinpoint two key enzymes involved in making mitraphylline -- one enzyme that arranges the molecule into the correct three dimensional structure, and another that twists it into its final form.

"This is similar to finding the missing links in an assembly line," says Dr. Dang, UBC Okanagan Principal's Research Chair in Natural Products Biotechnology. "It answers a long-standing question about how nature builds these complex molecules and gives us a new way to replicate that process."

Why Mitraphylline Is So Hard to Obtain

Many promising natural compounds exist only in extremely small quantities within plants, making them expensive or impractical to produce using traditional laboratory methods. Mitraphylline is a prime example. It appears only in trace amounts in tropical trees such as Mitragyna (kratom) and Uncaria (cat's claw), both of which belong to the coffee plant family.

By identifying the enzymes that construct and shape mitraphylline, scientists now have a clear guide for recreating this process in more sustainable and scalable ways.

Toward Greener Drug Production

"With this discovery, we have a green chemistry approach to accessing compounds with enormous pharmaceutical value," says Nguyen. "This is a result of UBC Okanagan's research environment, where students and faculty work closely to solve problems with global reach."

Nguyen also emphasized the personal impact of the work. "Being part of the team that uncovered the enzymes behind spirooxindole compounds has been amazing," he says. "UBC Okanagan's mentorship and support made this possible, and I'm excited to keep growing as a researcher here in Canada."

Global Collaboration and Future Directions

The project was a collaborative effort between Dr. Dang's laboratory at UBC Okanagan and Dr. Satya Nadakuduti's team at the University of Florida.

Funding came from several sources, including Canada's Natural Sciences and Engineering Research Council's Alliance International Collaboration program, the Canada Foundation for Innovation, and the Michael Smith Health Research BC Scholar Program. Additional support was provided by the United States Department of Agriculture's National Institute of Food and Agriculture.

"We are proud of this discovery coming from UBC Okanagan. Plants are fantastic natural chemists," Dr. Dang says. "Our next steps will focus on adapting their molecular tools to create a wider range of therapeutic compounds."

Story Source:

Materials provided by **University of British Columbia Okanagan campus**. *Note: Content may be edited for style and length.*

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Anticancer Activity and Apoptosis Induction of Alkaloid Fraction of Kratom Leaves (*Mitragyna speciosa*) on Breast Cancer Cells: *In Vitro* and *In Silico* Studies

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Abstract

Breast cancer is one of the highest causes of death in women. However, cancer therapy drugs have weaknesses, low selectivity, which results in reduced efficacy. Kratom contains alkaloid group compounds that have a cytotoxic effect. This study aimed to evaluate the cytotoxic effects and apoptosis mechanisms on the alkaloid fraction of Kratom Leaves. Additionally, identify their metabolite with LC-MS/MS and molecular docking to predict its apoptotic activity. Fractionation was carried out by liquid-liquid extraction and acid-base methods. The cytotoxic test was carried out using the MTT assay method on extract and alkaloid fractions on T47D breast cancer cells. Apoptosis mechanism testing was performed using AO/EB staining. Identification of the chemical composition of alkaloid fractions with LC-MS/MS as a ligand to perform molecular docking. The proteins used as molecular docking targets are the 3ERT protein (estrogen receptor) and the 2W3L protein (Bcl-2 receptor). The alkaloid fraction of kratom leaves can provide moderate cytotoxic activity with an IC_{50} of 96.23 µg/mL against T47D cells compared to kratom leaf extract, which has weak potential with an IC_{50} value of 419.21 µg/mL. Research finds that the alkaloid fraction of kratom leaves exhibits superior cytotoxic activity in T47D cells compared to kratom leaf extract samples. The alkaloid component significantly promoted apoptotic induction compared with untreated control cells. The alkaloid fraction was found to contain 8 alkaloid compounds: 7-Hydroxymitragynine, Corynantheidine, Isorhynchophylline, Mitragynine, Pholcodine, Polyneuridinealdehyde,

Rotundifolone, and Yohimbine. Moreover, polyneuridinealdehyde exhibits the greatest potential in silico against estrogen receptors, while yohimbine demonstrates significant efficacy against Bcl-2 receptors.

Keywords: Alkaloid, Apoptosis, Breast cancer, Docking, Kratom, LC-MS/MS

Introduction

Breast cancer is a disease with a high prevalence. According to GLOBOCAN (Global Burden of Cancer) data, in 2020 new cases due to breast cancer are the first order in the world, namely 2,261,419 cases (11.7%) [1]. Cancer treatment may involve chemotherapy, immunotherapy, targeted therapy, and radiation therapy [2]. Nonetheless, there are disadvantages associated with existing cancer therapies. There are significant severe side effects, and there is no cure. One cancer treatment, chemotherapy, destroys rapidly dividing cancer cells as well as rapidly dividing good cells, like those that line the mouth and intestines and those that cause hair to develop. Other adverse effects include nausea, vomiting, diarrhea, alopecia, neuropathy, and myalgia, along with the development of Multi-Drug Resistance (MDR) [3,4]. Therefore, active and selective chemicals are needed as an alternative anticancer treatment to reduce side effects and improve the comfort and quality of life of cancer patients.

Herbal therapy has been widely promoted and studied as an alternative to cancer treatment. Over 60% of clinically utilized chemotherapeutic drugs are derived from herbs, including vincristine, vinblastine, paclitaxel, and topotecan [5]. Natural anticancer chemicals often originate from the alkaloid Harvey [6] and steroid classes [7]. Alkaloids are among the most significant active ingredients found in natural herbs, and several of these substances have already been successfully developed into medications used to treat cancer. One of the plants is recognized for its cytotoxic impact and contains alkaloids, specifically kratom leaf (*Mitragyna speciosa*) [8].

Kratom leaves are commonly located in Southeast Asia. Kratom is a plant recognised for its high alkaloid content. Over 54 alkaloid chemicals have been identified in the plant, with mitragynine being one of the most dominant. Kratom contains alkaloid compounds with an indole alkaloid structure that have a significant anticancer potential. The structure of indole alkaloids similar to that the of the alkaloid compounds found in vincristine and vinblastine, which are utilised clinically kratom leaves. Previous research has assessed the cytotoxic effects of kratom plant alkaloids on colon, leukemia, nasopharyngeal, nerve, and lung cancer cells *in vitro* [11,14-16]. Nonetheless, there are no definitive findings on the activity and mechanism of apoptosis induction by kratom leaf alkaloid fractions in breast cancer.

Techniques for detecting apoptosis induction have been established by morphological alterations and cell surface markers *in vitro*. A method for detecting apoptosis involves acridine orange (AO) / ethidium bromide (EB) double labeling observed with a fluorescence microscope. AO/EB can reveal alterations in the cell membrane during apoptosis [17]. Molecular docking is an efficient technique for identifying bioactive compounds and elucidating their binding mechanisms and interactions with protein targets [18]. The chemical composition of plants can be determined using a liquid chromatography-mass spectrophotometry / mass spectrophotometry (LC-MS/MS) instrument [19]. A combined approach of in silico methodologies and chromatography / spectroscopic analyses can be

as cancer therapeutics [9]. Saidin and Gooderham initially reported research on the anticancer properties of methanol extract and mitragynine components from kratom leaves, in MCL-5 lymphoblastoid cells and SH-SY5Y nerve cells [10]. Phytochemicals and their derivatives have the potential to enhance cancer treatments' efficacy while decreasing side effects. Doxorubicin and an alkaloid extract from kratom leaf were found to enhance the drug's sensitivity in A549 lung cancer cells by 2.6 to 3.4 times, suggesting that the 2 substances could work together to decrease the dosage of doxorubicin [11].

Phytochemical compounds exhibit anticancer properties by modulating the immune system, decreasing cellular proliferation, obstructing topoisomerase enzymes, and inducing apoptosis. In chemotherapy, the majority of medicines operate through an apoptosis inducing mechanism [12]. Compounds in the alkaloid category have been shown to trigger apoptosis by suppressing the production of antiapoptotic proteins (Bcl-2, Bcl-xL, Mcl-1) and enhancing the activity of apoptosis execution receptors (caspase-3) [13].

This research investigated the activity and mechanism of the alkaloidal fraction derived from employed to ascertain bioactive compounds present in extracts or fractions [20,21].

This study aimed to assess the cytotoxic effects and apoptosis mechanisms of AO/EB on the alkaloid fraction derived from kratom leaves in breast cancer cells *in vitro*. Additionally, this study used LC-MS/MS to identify the metabolite composition of the alkaloid fraction of kratom leaves and in silico molecular docking to predict its apoptotic activity.

Materials and methods

Instruments

The tools for the extraction and fractionation process include a rotary evaporator (Buchi), chromatography vessel, and 254 and 366 nm UV lamps. The tools for cytotoxicity and apoptosis tests include a CO_2 incubator (New Brunswick, Galaxy 170R), centrifuge (Hermle Siemensstr-25D-78564), sonicator, LAF (Mascotte LH-s), micropipette (Socorex), 96-well plate (Biologix®), 60 mm culture dish (Nest), microplate reader (Biochrom Asys UVM 340), and fluorescence microscope inverted Nikon eclipse Ts2R at a magnification of 100×. Analysis for chemical compound content by Ultra Performance Liquid Chromatography (UPLC), C18 (1.8 µm 2.1×100 mm) HSS (Waters), and the MassLynx V4.1 SCN884 (Waters Inc.) Tools for molecular docking, namely a ASUS X409FJ computer, including an Intel® Core™ i5 8265U processor operating at 1.80 GHz and equipped with 4 GB of Random Access Memory (RAM), ChemDraw 20.0 programme, Chem3D 20.0, AutoDockVina in the PyRx 0.8 system, AutoDockTools 4.2.6, and Discovery Studio Visualizer v.19.1.0.18287.

Materials

The plant material in this study was kratom leaf dried plant (*Mitragyna speciosa* Korth.) from the Pontianak area, West Kalimantan, and its authenticity was identified at the UPT Herbal Materia Medica Sharma *et al.* [22] methodology. The kratom leaf dry extract was redissolved in 96% ethanol and then acidified with 10% HCl to achieve a pH of 2 - 3. The liquid-liquid extraction process was carried out using n-hexane with a ratio of 1:1. After the N-hexane phase was extracted, the water phase was separated and fractionated by alkalinization using 10% Na_2CO_3 until it reached pH 8 - 9. After that, the water fraction was subjected to liquid-liquid extraction using dichloromethane with a ratio of 1:1. The water phase and dichloromethane phase were separated and collected. The extract samples, n-hexane fractions, and dichloromethane fractions were identified for chromatogram patterns using silica gel F254 TLC

Laboratory, Batu, East Java, Indonesia with letter number No. 074/823/102.20-A/2022. The following chemicals were employed for extraction and fractionation, included ethanol, dichloromethane p.a. (Merck), distilled water, ethanol p.a. (Merck), n-hexane p.a. (Merck), ammonium formic p.a (Merck), acetonitrile p.a (Merck), and formic acid p.a (Merck). Silica gel 60 PF254 (aluminium sheets) (Merck: 1.05554.0001) was employed for thin layer chromatography.

Materials for *in vitro* apoptosis induction and activity tests, namely RPMI-1640 medium (Sigma-Aldrich), Fetal Bovine Serum F2442 (Sigma-Aldrich) essential nutrients and growth factors, penicillin-streptomycin P4333 (Sigma-Aldrich), amphotericin B A2942 (Sigma-Aldrich), Phosphate Buffer Saline (PBS) 10010031 pH 7.4 (Gibco™), DMSO 472301 (Sigma-Aldrich), MTT (3-(4,5-dimethylthiazol-2-yl)-2,5-diphenyltetrazolium bromide) Cell Count Kit 23506-80 (Nacalai Tesque), SDS L3771 (sodium dodecyl sulphate) stopper in 0.01 N HCl (Sigma-Aldrich), Acridine Orange A6014 hemi(zinc chloride) salt for nucleic acid staining (Sigma-Aldrich), ethidium bromide E1510 for nucleic acid stain (Sigma-Aldrich).

Extraction and fractionation of kratom leaf alkaloids

The maceration method was used to extract the powder from Kratom leaf dried plant for 24 h using 2.5 L of 96% ethanol twice. We gathered and evaporated all of the filtrate. Following the drying process, the concentrated extract's yield percentage was computed. The fractionation procedure was also conducted using plates. The mobile phase used was n-hexane:ethyl acetate (3:7). The chromatogram pattern was identified under visible light, under UV 366 nm, under UV 254 nm, and sprayed with Dragendorff's reagent.

Cell culture

The *In Vitro* Laboratory Research Center 1 collection of Airlangga University's Faculty of Pharmacy provided the T47D breast cancer cells. The first step in cell preparation is to use a microscope to check the stem cell culture's cells in a dish for readiness. Cell harvesting was at its best when 70% - 80% of the cells were confluent. RPMI, which contained 10% FBS, 1% Fungizole, and 1% Pen-Strep, was the growth medium utilized.

Cytotoxic activity test

Cytotoxicity was evaluated using the MTT assay, which started with the preparation of a sample solution in 7 different concentrations by gradual dilution with media. The samples tested consisted of extract, n-hexane fraction, and dichloromethane fraction from kratom leaves. The dichloromethane fraction obtained was defined as the alkaloid fraction. The sample is solubilized with DMSO. Cancer cells were counted and diluted, with up to 100 µl of cells transferred into the wells at a concentration of $5\times10_3$ cells per well. Four empty wells were designated for media blanks. Cells had incubation for a duration of 24 h. Ethanol extracts were prepared at various concentrations: 200, 250, 300, 350, 400, 450 and 500 µg/mL. n-Hexane fraction were prepared at various concentrations: 50, 75, 100, 200, 300, 400 and 500 µg/mL. Alkaloid fraction were prepared at various concentrations. 50, 75, 100, 125, 150 and 175 µg/mL. Doxorubicin were prepared at various concentrations: 0.05, 0.1, 0.2, 0.3, 0.4, 0.5 and 0.6 µg/mL. The sample concentration series was then transferred into the wells and incubated for 24 h. At the

2.1×100 mm) HSS and temperatures of 50 °C for the column and 25 °C for the room. A mobile phase comprising Water + 5 mmol Ammonium Formate (phase A) and Acetonitrile + 0.05% Formic Acid (phase B) was utilized with a gradient method: 0 min, 95:5

conclusion of the incubation period, 100 µl of MTT reagent was introduced to each well, including the control media devoid of cells. Incubate cells for 2 to 4 h in a CO_2 incubator. The cells' condition was assessed using an inverted microscope. Upon clear formation of formazan, 100 µl of 10% SDS in 0.01 N HCl is added to the stopper. Wrapped the well plate in paper or aluminum foil and incubate in a dark environment at room temperature for one night. The absorbance was measured using an ELISA reader at a wavelength of 550 - 600 nm, specifically at 570 nm.

Apoptotic induction double staining test

Confluent T47D cell cultures were harvested and counted. The apoptosis assay utilizing the AO/EB double staining method employed $5\times10_4$ cells each well, with an amount of 200 µl each well. The cell suspension was uniformly applied to the coverslip and subsequently incubated for a duration of 3 to 30 min to facilitate cell adhesion to the coverslip. Add 800 µL of media to the well gradually and incubate for 36 h in a CO_2 incubator. The treatment of T47D cells involved a control treatment and the active alkaloid fraction sample at its IC_{50} concentration, followed by a 24 h incubation period. The culture media was discarded, and the cells were washed with PBS. The cover slip containing the cells was then placed on a glass object and treated with 10 µL of acridine orange/ethidium bromide (AO/EB) mixture reagent. Cell morphology was observed using a fluorescence microscope [23]. The calculation of cells that experience apoptosis, necrosis, and living cells was carried out in 3 replications with the results of the average percentage of the cell population ± SD. Each replication was calculated at least 200 total cells expressing apoptosis, necrosis and living cells in each sample. The percentage data of apoptosis, necrosis, and live cells from each sample were then statistically tested.

Detection of chemical content with LC-MS/MS QTOF

The Ultra Performance Liquid Chromatography (UPLC) System was used, with Column C18 (1.8 µm; (A:B); 2 min, 75:25 (A:B); 3 min, 75:25 (A:B); 14 min, 0:100 (A:B); 15 min, 0:100 (A:B); 19 min, 95:5 (A:B); 23 min, 95:5 (A:B), with a flow rate of 0.2 mL/min. ESI charge, mass range of 50 - 1200 m/z in positive mode. Additionally, the effective energy spans from 4 to 60 electron volts, with a desolvation gas flow of 793 l/h and a cone gas flow of 0 l/h. Furthermore, the ions produced by the detector were separated using the Q-ToF analyzer. The Masslynk V4.1 application was utilized for data collecting and processing to assess the chromatogram peaks. A search of books and internet databases was performed to ascertain the m/z value for a particular molecular ion. The selection criteria for identified compounds are determined by the degree to which the compounds analyzed via LC-MS/MS correspond to those listed on the library website or in other scholarly works, specifically regarding their chemical formula, m/z, and fragmentation patterns. The library employs the online database located at https://hmdb.ca/

Preparation ligan and protein

This study collected compound data from the LC-MS/MS results of kratom leaf alkaloid fractions. Every compound to be tested was looked up using SMILES on the PubChem website (https://pubchem.ncbi.nlm.nih.gov/). A 2-dimensional structure was made using MarvinSketch in *mol format, and its 3-dimensional structure was made using VegaZZ in *pdb format and PyRx 0.8 in *pdbqt format.

Molecular docking analysis was conducted to investigate the binding mode of compounds within the active site of the ligand-binding domain of human estrogen receptor α in complex with 4-hydroxytamoxifen (PDB: 3ERT) and Bcl2-xL Phenyl Tetrahydroisoquinoline Amide Complex (PDB: 2W3L). The native ligand of 3ERT is 4-hydroxytamoxifen, while the native ligand of 2W3L is 1-(2-{[(3S)-3-(aminomethyl)-3,4-dihydroisoquinolin-2(1H)-yl]carbonyl}phenyl)-4-chloro-5-methyl-N,N-diphenyl-1H-pyrazole-3-carboxamide. The protein structures of 3ERT and 2W3L were generated utilizing AutoDock

Tools. All atypical residues and water molecules were eliminated from the foundational structure. Additionally, the system was enhanced by incorporating all absent hydrogen atoms and Kollman charges. The synthesized protein receptors were subsequently exported in pdbqt format and directly positioned into the PyRx workspace directory.

Docking molecular

The prepared macromolecules receive preliminary assessments and method validation to confirm the validity of the molecular docking procedure for the test ligand. Validation of the docking method for the ligand was conducted to ascertain the conformation of the native ligand. This involves the formation of a grid box from the native ligand to identify the coordinates of the active site of the target receptor macromolecule. The docking method was validated to examine the 3D conformation of the cocrystal ligand and the copy ligand for the target protein utilizing PyMOL software, expressed as a Root Mean Square Deviation (RMSD) value ≤ 2Å. The molecular docking test was executed with 5 repetitions using identical grid box configurations.

Results and discussion

Extraction and fractionation of ethanol extract of kratom leaves

The extraction of kratom leaf dried plant was performed using the maceration method. The dried plant powder was extracted with 96% ethanol, and the procedure was repeated 3 times. The extraction of Kratom Leaf Dried plant yielded 30.29% of the initial weight of the kratom leaf dried plant powder. Fractionation of 96% ethanol extract of kratom leaves using the acid-base method and liquid-liquid extraction produced a final result of dichloromethane fraction with a yield of 18.28% of the weight of dry kratom leaf extraction results. Using the acid-base method on kratom leaf extract can increase the main alkaloid content in the plant [22].

Alkaloid content phytochemical test

The chromatogram patterns of the extract, n-hexane fraction, and dichloromethane fraction were analyzed using silica gel F254 with n-hexane:ethyl acetate (3:7) as the eluent and Dragendorff's reagent, as illustrated in **Figure 1**. The dichloromethane fraction, presumed to contain a higher concentration of alkaloids, exhibited a more intense orange hue compared to the other samples. The intensified orange complex generated upon application of Dragendorff's reagent can be utilized to identify and confirm the presence of alkaloids at a concentration range of 0.06 - 50 µg/mL [24]. Therefore, the dichloromethane fraction obtained has been defined as the alkaloid fraction.

Figure 1 Alkaloid phytochemical test results using a TLC plate. 1). Extract; 2). n-hexane fraction; 3). dichloromethane fraction; (a) Before spraying reagent, b). UV 366, c). UV 254, d). Dragendroff spotting.

Cytotoxicity activity test

The MTT assay is a method performed to evaluate cytotoxicity and cell viability. Absorbance measurements of T47D cells were conducted using a Microplate Reader at a wavelength of 570 nm, with 3 replicates for each measurement. Following the use of the test compound, the viability of T47D cells was assessed using the percentage of live cells. **Figure 2** shows the percentage viability of T47D cells after they were treated with doxorubicin, extract, alkaloid, and n-hexane fraction from kratom leaves. The activity test of kratom leaf extract at a concentration of 500 µg/mL resulted in a reduction of T47D viable cells to 23.76%. The alkaloid fraction of kratom leaves at a concentration of 175 µg/mL can reduce the percentage of viable T47D cells to 1.92%. The n-hexane fraction of kratom leaves at a concentration of 500 µg/mL can reduce the percentage of viable T47D cells to 26.3%. The doxorubicin at a concentration of 0.6 µM can reduce the percentage of viable T47D cells to 6.06%. The IC_{50} of the extract was 419.21 ± 38.19 µg/mL, the IC_{50} of the alkaloid fraction was 96.23 ± 3.23 µg/mL, the IC_{50} of the n-hexane fraction was 393.51 ± 18.87 µg/mL, and the IC_{50} of doxorubicin, the positive control, was 0.14 ± 0.08 µg/mL (0,25 ± 0,14 µM).

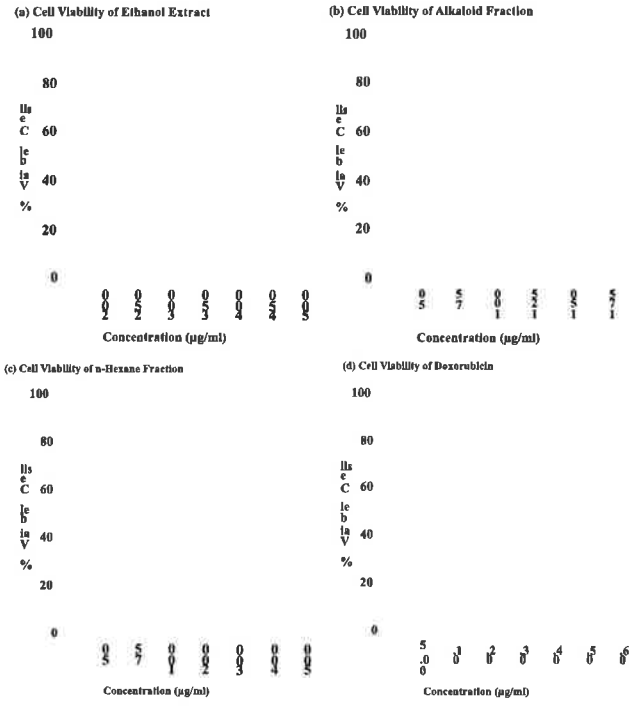


Figure 2 Graph of the percentage of T47D cell viability against treatment of (a) ethanol extract of kratom leaves, (b). alkaloid fraction of kratom leaves, (c) n-hexane fraction of kratom leaves, and (d) doxorubicin. Data represents SEM of 3 independent repeats, and each point of the graphic represents the average concentrations.

According to the reference IC_{50} value from the fraction of kratom leaves is classified in the moderate

National Cancer Institute (NCI), strong cytotoxic effects are characterised by IC_{50} values of less than 21 µg/mL, moderate cytotoxic effects by IC_{50} values ranging from 21 to 200 µg/ml, and weak cytotoxic effects by IC_{50} values between 201 and 500 µg/mL [25]. The IC_{50} results for extract and n-hexane fraction of kratom leaf classified in the weak category, while the alkaloid category. This is similar to the study by Dominic *et al.* [15], which found that the alkaloid part of kratom leaves is more active than the methanol extract. The methanol extract of kratom leaves has an IC_{50} of 133.71 ± 0.72 µg/mL, whereas the alkaloid extract demonstrates an IC_{50} of 32.16 ± 0.94 µg/mL in nasopharyngeal cancer cells.

Table 1 IC_{50} value of extract, alkaloid fraction, n-hexane fraction and doxorubicin on T47D cells.

Sample	IC_{50} (µg/mL) ± SD [a]	Category Activity[c]
Kratom Leaf Extract	419.21 ± 38.19	Weak
n-Hexane Fraction of Kratom Leaves	393.51 ± 18.87	Weak
Alkaloid Fraction of Kratom Leaves	96.23 ± 3.23	Moderate
Doxorubicin[b]	0.14 ± 0.08	Strong

[a] IC_{50} in the table is represented as mean ± SD (n = 3)

[b] Positive Control

[c] Category activity according from the National Cancer Institute (NCI)

The results of the positive control of doxorubicin were classified inside the strong cytotoxicity category. Another study confirmed that doxorubicin exhibits significant efficacy against T47D cancer cells, as evidenced by MTT assay findings demonstrating an IC_{50} of 0.20 ± 0.02 µg/mL [26]. **Table 1** shows the IC_{50} results and activity category for samples and controls.

Induction apoptotic test result using double staining AO/EB

Based on **Figure 3**, the number of cells going through apoptosis was higher than that of normal living cells and necrotic cells. Significant differences in each cell phase apoptosis, necrosis, and living cells were caused by the treatment of kratom leaf alkaloid fractions, according to the results of ANOVA statistical data and post hoc Bonferroni with significance at $p < 0.05$. Treatment of T47D cells with alkaloid fraction significantly enhanced apoptotic induction compared to untreated control cells ($p < 0.05$). The apoptosis assay with AO/EB shown that the alkaloid fraction exhibited a cell population distribution of 79.98 ± 2.05% for apoptosis, 3.76 ± 0.54% for necrosis, and 16.36 ± 2.31% for normal cells. The control group shows cell population percentages of apoptosis, necrosis, and normal cells at 2.67 ± 0.25%, 1.33 ± 0.33%, and 96.00 ± 0.51%, respectively.



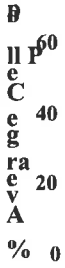


Figure 3 Graph of the percentage of viable cell population, apoptosis, and necrosis in T47D cells for the control group and treatment with kratom leaf alkaloid fraction.

Cells exhibiting red fluorescence signify necrotic cells. Cells exhibiting green fluorescence signify normal, viable cells. Normal cell groups exhibit circular nuclei uniformly positioned at the center of each cell. Fragmented cells signify apoptosis in progress. Cell groups exhibiting early apoptosis will display nuclei with yellow-green fluorescence when stained with AO, concentrated in crescents or granules on one side of the cell. Cell groups exhibiting late apoptosis will display cell nuclei with orange fluorescence when stained with ethidium bromide (EB) [17].

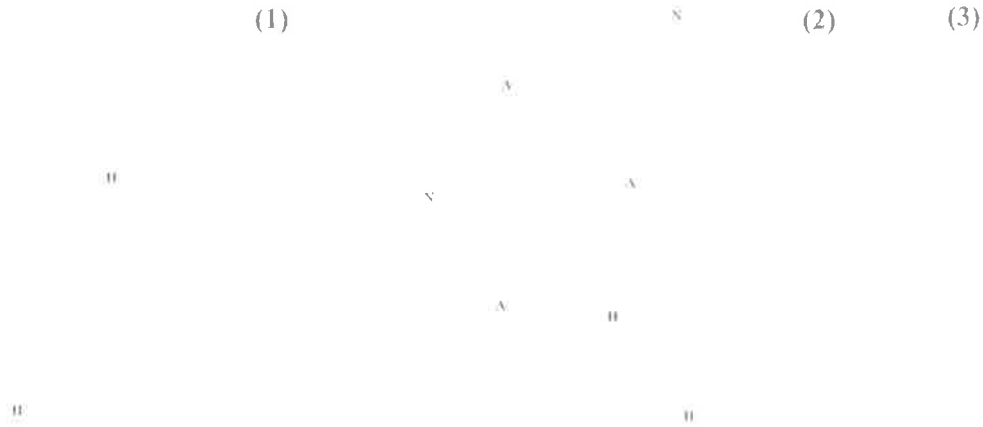


Figure 4 The results of the morphological imaging of T47D cells utilizing AO/EB staining, cells were viewed and counted using a microscope at 100× magnification and scale bar 200 μm. (1) Cells control; (2) The treatment using alkaloid fraction IC_{50} concentration; (3) Illustration of the differences between populations of cells. (→ H) Normal living cells; (→A) apoptotic cells; (→N) necrotic cells.

Based on **Figure 4**, the alkaloid fraction sample of kratom leaves exhibits an apoptotic mechanism, as molecular formulas of compounds was conducted utilizing the MassLynx V4.1 SCN884 application from

evidenced by many cells with intact plasma membrane architecture that appears green, with condensed chromatin indicative of early apoptosis, and late apoptotic cells characterized by a brilliant green-orange hue. The alkaloid fraction of kratom leaves may induce apoptosis, as it is reported to contain indole alkaloid chemicals [9]. Previous research indicated that the indole alkaloids harmine from *Peganum harmala* can trigger apoptosis in MCF-7 breast cancer cells by inhibiting the Bcl-2 protein [27].

Identification of compounds contained with LC-MS/MS

Figure 5 displays the results of the chromatogram data obtained. The analysis of principal ions and Waters Inc. The outcomes of compound interpretation are presented in **Table 2**. Data interpretation showed the presence of 8 alkaloid compounds, including 7-Hydroxymitragynine at RT 6.77, Corynantheidine at RT 6.91, Isorhynchophylline at RT 6.07, Mitragynine at RT 7.08, Pholcodine at RT 8.22, and Polyneuridinealdehyde.

The majority of research on kratom leaves focuses on the primary indole alkaloid, mitragynine [9]. The alkaloid fraction sample primarily comprises mitragynine, which exhibits the highest peak percentage relative to other compounds. Mitragynine is documented to comprise up to 66% of the alkaloid fraction in kratom leaves [28].

Figure 5 Chromatogram results of the alkaloid fraction of kratom leaves with the LC-MS/MS instrument LC-MS/MS identification of the compounds present in the kratom leaves' alkaloid fraction.

Table 2 Results of Analysis of Compound Identification with LC-MS/MS.

RT (min)	*Mass* m/z	*Calculated* m/z	Ion Mayor Spectra MS/MS	Molecular Formula	Identification Compound	Structure	Reference
4.97	355.2043	355.2022	330.1117 315.0883 199.0884 182.9869	$C_{21}H_{26}N_2O_3$	*Yohimbine*		[38]
5.94	401.2086	401.2076	385.2161 369.1845 153.1891 137.0615	$C_{22}H_{28}N_2O_5$	*Rotundifoline*		HMDB
6.07	385.2120	385.2127	353.1892 241.1361 160.0776 130.0662	$C_{22}H_{28}N_2O_4$	*Isorhynchophylline*		[28]
6.77	415.2237	415.2233	401.2069 321.1599 271.1442 190.0871	$C_{23}H_{30}N_2O_5$	*7-hydroxymitragynine*		[29,38]
6.91	369.2180	369.2178	144.0811 204.0812 337.1913 328.1544	$C_{22}H_{28}N_2O_3$	*Corynantheidine*		[28,38]
7.08	399.2296	399.2284	367.2023 174.0924 238.1447 351.1714	$C_{23}H_{30}N_2O_4$	*Mitragynine*		[28,38]

RT (min)	*Mass* m/z	*Calculated* m/z	Ion Mayor Spectra MS/MS	Molecular Formula	Identification Compound	Structure	Reference

8.22	399.2280	399.2284	381.1812 328.1559 174.0911 154.0652	$C_{23}H_{30}N_2O_4$	*Pholocodine*	HMDB, Chemspider
10.58	351.1709	351.1709	319.1447 291.1446 261.1015 179.1431	$C_{21}H_{22}N_2O_3$	*Polyneuridine aldehyde*	HMDB

Docking molecular

The compounds from the extract and alkaloid fractions were analyzed through molecular docking with Bcl-2 and estrogen proteins. Estrogen protein was chosen because 2 - 3 of breast cancer growth depends on estrogen. Indole alkaloids are reported to have anti-tumor and anti-estrogenic effects. Indole alkaloid derivatives from benzimidazole have potent anti-proliferative activity with an IC_{50} value of 32.2 µmol/L against MCF-7 (positive estrogen receptor) and an IC_{50} of 22.3 µmol/L against MDA-MB-231 (negative estrogen receptor) [29]. In chemotherapy treatment, most drugs have an apoptosis induction mechanism [12]. Bcl-2 protein is an antiapoptotic protein that can inhibit the apoptosis mechanism [30]. Overexpression of Bcl-2 protein is present in more than half of all cancers, regardless of cancer type [31]. The indole alkaloid compound harmine from *Peganum harmala* has been reported to induce apoptosis of MCF-7 breast cancer cells by inhibiting Bcl-2 protein [27].

Table 3 Gridbox configurations and RMSD values of macromolecular targets.

Protein	PDB ID	*Grid Center*			Grid Size	RMSD
		X	Y	Z		
Bcl-2	2W3L	28.006	38.007	5.003	25	1.641
Estrogen	3ERT	32.013	−1.874	24.312		0.915

Figure 6 The overlay between native ligand crystallographic structure (yellow) and re-docking result (grey) The validation results indicate a Root Mean Square Deviation (RMSD) value of under 2 Å, confirming the validity of the docking protocol. The validation outcomes of the docking method are presented in **Table 3** and **Figure 6** with estrogen receptor (PDB: 3ERT) and Bcl2-xL Phenyl Tetrahydroisoquinoline Amide Complex (PDB: 2W3L).

Table 4 The binding free energy values (ΔG) of compounds in the alkaloid fraction.

Test ligand	$\Delta G_{binding}$ (kkal/mol)	
	Bcl-2	**Estrogen**
Native Ligand	−10	−10
Doxorubicin	−6.9	−8.7
7-Hydroxymitragynine	−6.7	−7.9
Corynantheidine	−6.7	−7.9
Isorhynchophylline	−6.9	−7.9
Mitragynine	−6.6	−8.1
Pholcodine	−7	−8.3
Polyneuridinealdehyde	−6.7	−8.3
Rotundifolone	−6.9	−7.8
Yohimbine	−8.9	−8.2

Table 5 Amino acid residues involved in interaction of ligand-protein.

Test ligand	**Amino acid residues involved in interaction of ligand-protein**	
	Bcl-2	**Estrogen**
Native Ligand	ARG105, PHE63, ALA108, LEU96, ASP70, PHE71, TYR67, MET74, VAL92, ARG88, PHE112, GLU95	GLY521, HIS524, MET528, MET421, LEU525, TRP383, ILE424, LEU428, PHE404, LEU349, LEU346, LEU391, ALA350, LEU387, GLU353, ARG394
Doxorubicin	ARG105, GLU95, LEU96, ASN102, PHE63, ALA108, TYR67, ASP99, ARG98, VAL92, PHE112, MET74	LYS531, ASP351, ALA350, LEU354, MET522, LEU525, TRP383, MET522, TYR526, ALA350, THR347, CYS530, VAL533, LEU539
7-Hydroxymitragynine	TYR67, ASN102, ARG105, LEU96, PHE71, MET74, ASP70, PHE63, ALA108, GLY104	LYS531, ALA350, TRP383, LEU354, ASP351, LEU536, PRO535, LEU346, MET343, THR347, LEU525, MET528, TYR526, LYS529
Corynantheidine	ASN102, ARG105, TYR67, LEU96, ALA108, PHE112, MET74, PHE71, PHE63	PRO535, LEU536, TYR526, TRP383, VAL534, ASP351, LEU525, LYS529, TYR537, GLU380
Isorhynchophylline	ARG105, LEU96, ALA108, TYR67, ASP70, PHE71, MET74, PHE63, PHE112, VAL92, GLY104	ASP351, LEU536, TRP383, MET522, LEU525, VAL534, PRO535, LEU354, TYR526, THR347, LYS529
Mitragynine	ARG105, ASN102, ALA108, MET74, PHE71, LEU96, PHE112, PHE6, TYR67, ASP70	ALA350, TRP383, LYS531, LEU354, ASP351, VAL534, LEU536, VAL533, PRO535, LEU346, MET343, THR347, LEU525, MET528, TYR526, LYS529
Pholcodine	ARG105, PHE71, PHE63, TYR67, LEU96, ASP99, GLU95, ALA108, VAL92, PHE112, ASP70, MET74	LEU536, TRP383, LEU384, THR347, LEU525, MET528, TYR526, LYS529, VAL534, LEU539, LEU346, ILE424, MET343, ALA350, ASP351

Polyneuridinealdehyde	ARG105, PHE63, PHE71, LEU96, ALA108, GLY104, ASN102, MET74, ASP70, TYR67	GLU353, LEU346, LEU387, TRP383, LEU525, ALA350, LEU391, THR347, ARG394, LEU349, PHE404, LEU384, GLY420, MET343, HIS524, ILE424, MET421, MET388, LEU428, GLY521

Test ligand	**Amino acid residues involved in interaction of ligand-protein**	
	Bcl-2	**Estrogen**
Rotundifolone	TYR67, LEU96, VAL92, PHE63, PHE112, ALA108, MET74, PHE71, ASP70	LEU525, HIS524, ILE424, MET388, LEU384, GLY521, GLY420, MET421, MET343, LEU346, THR347, ALA350, TRP383
Yohimbine	ALA108, GLU95, LEU96, VAL92, MET74, TYR67, PHE71, ASP70, PHE63, PHE112, PHE109	MET522, LYS531, LEU536, LYS529, TRP383, TYR526, MET528, LEU525

The parameter utilized to assess the affinity of ligands for receptors is the binding free energy (ΔG). A lower ΔG value suggests increased compound activity [32]. The analysis of the ΔG value from molecule docking results on the 3ERT estrogen receptor is presented in **Table 4**. The redocking of the native ligand showed a ΔG value of −10 kcal/mol, attributed to hydrophobic interactions and hydrogen bonds. Hydrogen bonds form at the Asp351 and Gly521 residues. Shiau *et al.* [33] stated that the interaction between the native ligand (4-hydroxytamoxifen) and the alpha estrogen receptor induces a conformational alteration in the 12th helix, resulting in the closure of the coactivator binding site, thereby inhibiting the signal transduction process and cell proliferation.

Pholcodine Doxorubicin Polyneuridinealdehyde

Figure 7 The interaction of Pholcodine and Polyneuridinealdehyde compounds was compared with doxorubicin on the estrogen receptor. Blue circles on amino acids indicate amino acid residues that are similar to the native ligand.



Figure 8 Interaction of Pholcodine and Yohimbine compounds compared with doxorubicin on 2W3L protein. Blue circles on amino acids indicate amino acid residues that are similar to the native ligand.

Pholcodine and polyneuridinealdehyde showed identical ΔG values of −8.3 kcal/mol. Both contain the same binding pocket yet exhibit variations in the quantity and type of amino acid residues. The percentage similarity of amino acid residue interactions with the native ligand can be identified, showing that and −7.0 kcal/mol for Pholcodine. Results amino acid residues involved in the interaction between ligand-estrogen receptors and ligand-Bcl-2 receptor can be seen in **Table 5**. **Figure 7** and **Figure 8** shows that both interact with all amino acid residues present in the native ligand, resulting in a similarity value of 100%.

Pholcodine exhibits a similarity of 45% and Polyneuridinealdehyde shows a similarity of 82%. Doxorubicin, serving as a positive control with a ΔG value of −8.7 kcal/mol, engages with the estrogen receptor via hydrogen bonds with Leu525's hydroxyl group and exhibits hydrophobic interactions with Trp383 and Ala350. Polyneuridinealdehyde contains similar amino acid residues with the native ligand and doxorubicin, including Trp383, Ala350, and Leu525, with non-covalent interactions. Pholcodine contains similar amino acid residues with the native ligand and doxorubicin, specifically Ala350 and Leu525, with non-covalent interactions and TRP383 with hydrophobic interactions. Despite doxorubicin exhibiting a lower ΔG value than Pholcodine and Polyneuridinealdehyde, the percentage similarity between the 2 compounds is greater. Both are anticipated to exhibit enhanced affinity and activity towards the estrogen receptor-α.

The ΔG value results for Bcl-2 are presented in **Table 4**. Two compounds exhibit ΔG values exceeding that of the positive control: −8.9 kcal/mol for Yohimbine Furthermore, Yohimbine exhibits a hydrogen bond between the amino acid residue Val92 and the hydroxyl group, Ala108 and the amine group, as well as Leu96 and the O group. The existence of hydrogen bonds is anticipated to result in a lower ΔG value for Yohimbine compared to Pholcodine. The resemblance of amino acid residues interacting with the test compounds is anticipated to inhibit the Bcl-2 protein, consequently inducing cellular apoptosis. Yohimbine is an α2-adrenergic receptor antagonist that helps treat erectile dysfunction by acting as an aphrodisiac and stimulant. Yohimbine exhibits significant cytotoxic effect, with an IC_{50} value of 44μM against KB-ChR-8-5 oral cancer cells [34]. Pholcodine is an alkyl ether of morphine commonly utilised as an antitussive agent. The cytotoxicity assay of the oxycodone molecule, categorised with pholcodine, in hepatoma cells (Hep G2) indicates a considerable reduction in cell viability, diminished GSH levels, and lower total protein content in comparison to controls [35].

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Polyneuridinealdehyde's possible anticancer properties have not been reported. Polyneuridinealdehyde is classified as an indole alkaloid chemical within the compound group. Indole alkaloids exhibit significant anti-tumor and anti-estrogenic properties against MCF-7 and MDA-MB-231 breast cancer cells [36]. According to the chemical class, indole alkaloids in kratom leaves have been shown by *in silico* to be able to inhibit estrogen receptor alpha and cause apoptosis by breaking the link between p53 and MDM2 and subsequently reactivating p53 activity [37]. Indole alkaloids have been shown to promote apoptosis in MCF-7 breast cancer cells by inhibiting the Bcl-2 protein [22].

Conclusions

Research finds that the alkaloid fraction of kratom

Declaration of Generative AI in Scientific Writing

The authors acknowledge the use of generative AI tools (e.g., QuillBot and ChatGPT by OpenAI) in the preparation of this manuscript, specifically for language editing and grammar correction. No content generation or data interpretation was performed by AI. The authors take full responsibility for the content and conclusions of this work

Credit Author Statement

Puja Adi Priatna: Conceptualization, Methodology, Supervision, Validation, Funding acquisition, and Writing –original draft

Siti Rahmah: Data curation, Formal analysis, Investigation, Validation, Visualization, Writing – original draft

Retno Widyowati: Methodology, Project

leaves (*Mitragyna speciosa*) exhibits superior cytotoxic activity in T47D cells compared to kratom leaf extract samples. The alkaloid fraction was found 8 alkaloid compounds: 7-Hydroxymitragynine, Corynantheidine, Isorhynchophylline, Mitragynine, Pholcodine, Polyneuridinealdehyde, Rotundifolone, and Yohimbine. Moreover, Polyneuridinealdehyde exhibits the greatest potential *in silico* against estrogen receptors, while Yohimbine demonstrates significant efficacy against Bcl-2 receptors. To the best of our knowledge, this is the first report to investigate the apoptotic potential of polyneuridinealdehyde and yohimbine in breast cancer cells via *in silico* docking against estrogen receptors and Bcl-2 targets. Further research for the isolation of alkaloid compounds active against breast cancer and the mechanism of apoptosis is needed to realize the potential for active and safe cancer drugs.

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Sukardiman: Idea concepts, Project administration, Resources, Supervision, Validation

Sukardiman: Idea concepts, Project administration, Resources, Supervision, Validation, Funding acquisition.

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Johns Hopkins & University of Florida

Johns Hopkins and The 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.

In 2020 Johns Hopkins conducted a comprehensive study involving 2,798 Kratom consumers.

A third of the survey participants reported having mild unpleasant side effects from kratom, such as constipation, upset stomach or lethargy, which mostly resolved within a day.

Only 1.9% reported that side effects were severe enough for them to seek medical treatment, such as feeling withdrawal symptoms such as anxiety, irritability, depression or insomnia when the kratom wore off.

https://www.hopkinsmedicine.org/news/newsroom/news-releases/2020/02/natural-herb-kratom-may-have-therapeutic-effects-and-relatively-low-potential-for-abuse-or-harm-according-to-a-user-survey

The University of Florida in Gainesville has been at the forefront of kratom research for several years. Dr. Chris McCurdy has been studying the herb for more than 15 years. UF has received numerous grants over the years to study kratom, including a five-year $3.4 million National Institute on Drug Abuse award.

JOHNS HOPKINS
MEDICINE

UF | UNIVERSITY of FLORIDA



Marilyn Huestis, PhD
Huestis & Smith
Toxicology



Oliver Grundmann,
PhD University of
Florida



Jack Henningfield,
PhD Johns Hopkins
University



Albert GarciaRomeu,
PhD Johns Hopkins
University

Kratom Science Update: Evidence-Based Facts – October 2022

"What is clearly needed is balanced regulation to ensure that kratom products purchased by consumers are pure and unadulterated, in other words meeting the same types of standards that apply to other food products, and even bottled water. Steps toward such standards were taken in states that passed their own versions of kratom consumer protection act laws. Ultimately, the Food and Drug Administration (FDA) needs to develop national performance standards for kratom as it does for other products. Such standards will help ensure access to kratom products that are appropriately marketed and are without contaminants and adulterants that might pose safety risks."

Mayo Clinic

It's good to know...



Mayo Clinic has never conducted research on Kratom.



The information cited on the Mayo Clinic website is not supported by any scientific study or any real-world experience.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED NEAR REED ROAD AND PEOPLES STREET, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118K-00-037.00, AND 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.

Code Enforcement Officer Michael Harvey under Miss. Code Ann. § 21-19-11 to determine whether the property located near Reed Road and Peoples Street, STARKVILLE, MS 39759, with the parcel number 118K-00-037.00, and 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.

Initial inspection of REED ROAD, STARKVILLE, MS 39759, with the parcel number 118K-00-037.00,was performed by Code Enforcement Officer Michael Harvey on February 19, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as the roof being fully collapsed and missing doors and windows on all sides of the building. Several cracks in the walls and tons of vegetation overgrowth as well as trees growing inside and on the building. 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 BARNES JEFFREY FORREST ETAL, the property owner of the parcel number 118K-00-037.00, on Reed Road STARKVILLE, MS 39759, as well as the property address on February 20, 2026 by Officer Michael. Harvey.

A second inspection was conducted on March 7, 2026. There appeared to be no change or improvement to the structure.

An Administrative Inspection Warrant was signed by Judge Kelley on March 20, 2026 and served on March 23, 2026. Building Official Stein McMullen was present during the execution of this warrant. The Administrative Inspection Warrant showed an overgrown building with missing doors and windows as well as a collapsed roof and broken overgrown floor.

Notices of the Public Hearing were posted on the front entrance window at City Hall and on the property on March 23, 2026. A Notice of Public Hearing was also certified mailed to the property tax payer/owner, BARNES JEFFREY FORREST ETAL, on March 23, 2026. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

Vice Mayor Perkins stated that he was excited to see the staff bring this item to the Board and that he sees this property every day and that it is very unsightly and clearly qualifies under the maximum relief under this statute. He noted the great leadership from the Police Chief and the Mayor.

The Mayor asked if the property owner was present and he was not.

Mayor Spruill opened the Public Hearing to the public.

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

38. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED NEAR REED ROAD AND PEOPLES STREET, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118K-00-037.00, AND 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.

Upon the motion of Alderman Perkins, duly seconded by Alderman Skinner, and adopted by the Board to approve under Miss. Code Ann. § 21-19-11 find that the property located near Reed Road and Peoples Street, STARKVILLE, MS 39759, with the parcel number 118K-00-037.00, 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. 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

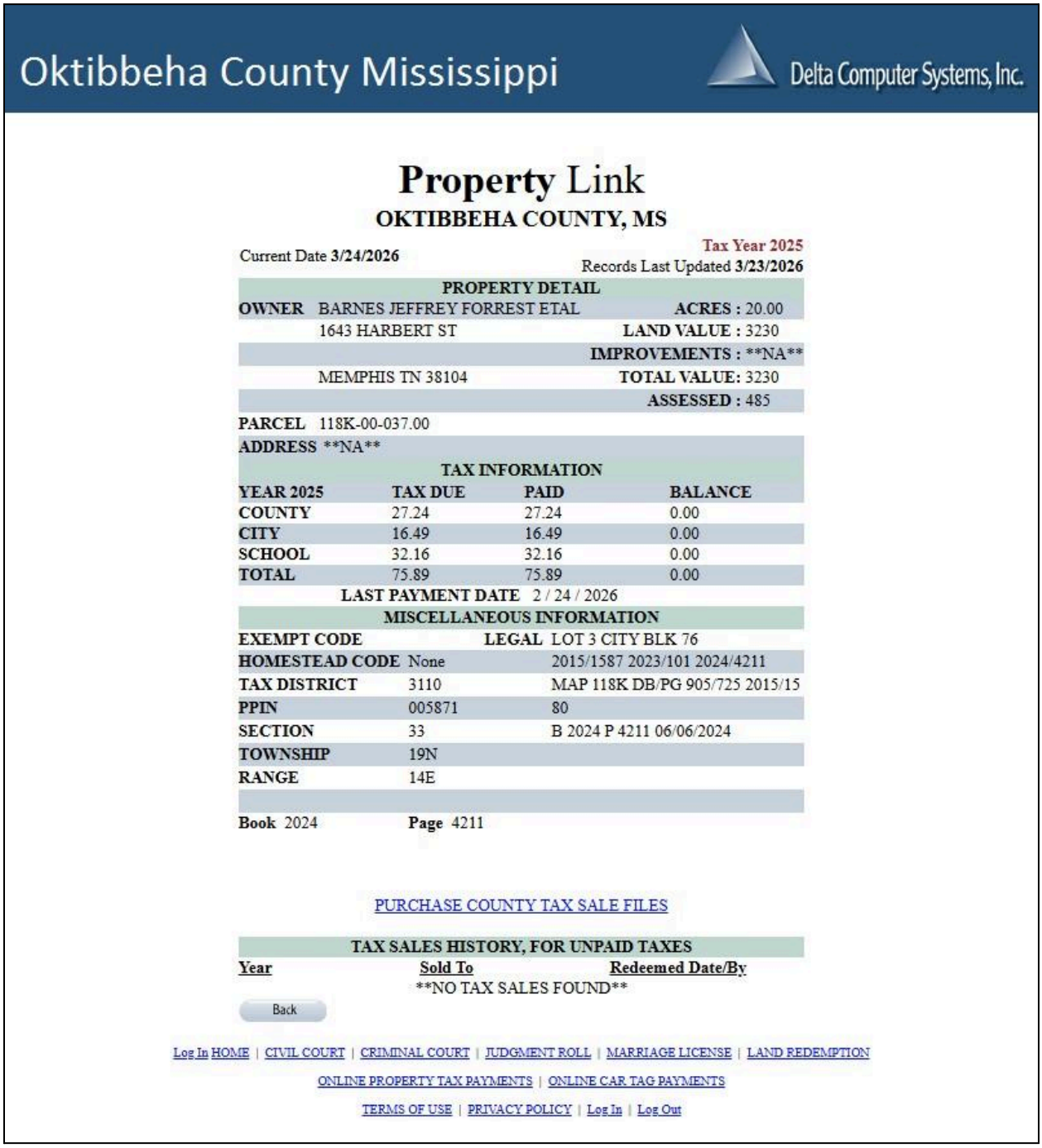
(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted.

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.

REED ROAD, STARKVILLE, MS 39759, with the parcel number 118K-00-037.00

(Property Link)



Oktibbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date **3/24/2026**

Tax Year 2025

Records Last Updated **3/23/2026**

PROPERTY DETAIL			
OWNER	BARNES JEFFREY FORREST ETAL	**ACRES :** 20.00	
	1643 HARBERT ST	**LAND VALUE :** 3230	
		IMPROVEMENTS : **NA**	
	MEMPHIS TN 38104	**TOTAL VALUE:** 3230	
		ASSESSED : 485	
PARCEL	118K-00-037.00		
ADDRESS	**NA**		

TAX INFORMATION			
YEAR 2025	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	27.24	27.24	0.00
CITY	16.49	16.49	0.00
SCHOOL	32.16	32.16	0.00
TOTAL	75.89	75.89	0.00

LAST PAYMENT DATE 2 / 24 / 2026

MISCELLANEOUS INFORMATION		
EXEMPT CODE	**LEGAL**	LOT 3 CITY BLK 76
HOMESTEAD CODE	None	2015/1587 2023/101 2024/4211
TAX DISTRICT	3110	MAP 118K DB/PG 905/725 2015/15
PPIN	005871	80
SECTION	33	B 2024 P 4211 06/06/2024
TOWNSHIP	19N	
RANGE	14E	
Book 2024	**Page** 4211	

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	**Sold To**	**Redeemed Date/By**
NO TAX SALES FOUND		

Back

Log In HOME | CIVIL COURT | CRIMINAL COURT | JUDGMENT ROLL | MARRIAGE LICENSE | LAND REDEMPTION

ONLINE PROPERTY TAX PAYMENTS | ONLINE CAR TAG PAYMENTS

TERMS OF USE | PRIVACY POLICY | Log In | Log Out

First Notice of Violation issued on February 20, 2026.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

City of Starkville
110 W Main Street
Starkville, MS 39759

NOTICE OF VIOLATION

Violation Address:
0 REED RD ,
STARKVILLE, MISSISSIPPI, 39759

Date: February 20, 2026
Case Number: CE-26-34
Parcel Number: 118K-00-037.00

Name: BARNES JEFFREY FORREST ETAL
Owner Address: 1643 HARBERT ST MEMPHIS TN, 38104

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 March 6, 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	IPMC 304.1 General	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
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

The photographs below were taken from the public view at the city road by Officer Harvey at the first inspection on February 19, 2026 at approximately 1423hrs.

STARKVILLE POLICE DEPT
Calls For Service

from 02/16/2026
thru 03/23/2026 13:29

Call #	26-005007	**Dispatcher**	HARVEY, M
Date/Time	02/19/2026 14:23:00	**Disposition**	NO ACTION
Type	CODE ENFORCEMENT	**Zone**	1
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

REED RD
STARKVILLE, MS

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	14:23:00	14:23:00	14:26:09		

Notes



The photographs below were taken from the public view at the city road by Officer Harvey at the second inspection on March 7, 2026 at 0927hrs.

(Call Card)

STARKVILLE POLICE DEPT

from 02/16/2026
thru 03/23/2026 13:29

Calls For Service

Call #	26-006679	**Dispatcher**	HARVEY, M
Date/Time	03/07/2026 09:27:46	**Disposition**	NO ACTION
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

REED RD INT PEOPLES ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	09:27:46	09:27:46	09:30:44		

Notes



Public Hearing Notice for parcel number 118K-00-037.00., Starkville, MS 39759

BARNES JEFFREY FORREST ETAL
1643 HARBERT ST
MEMPHIS TN 38104

March 23, 2026

NOTICE

PARCEL NUMBER: 118K-00-037.00

0 REED ROAD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on April 7, 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.

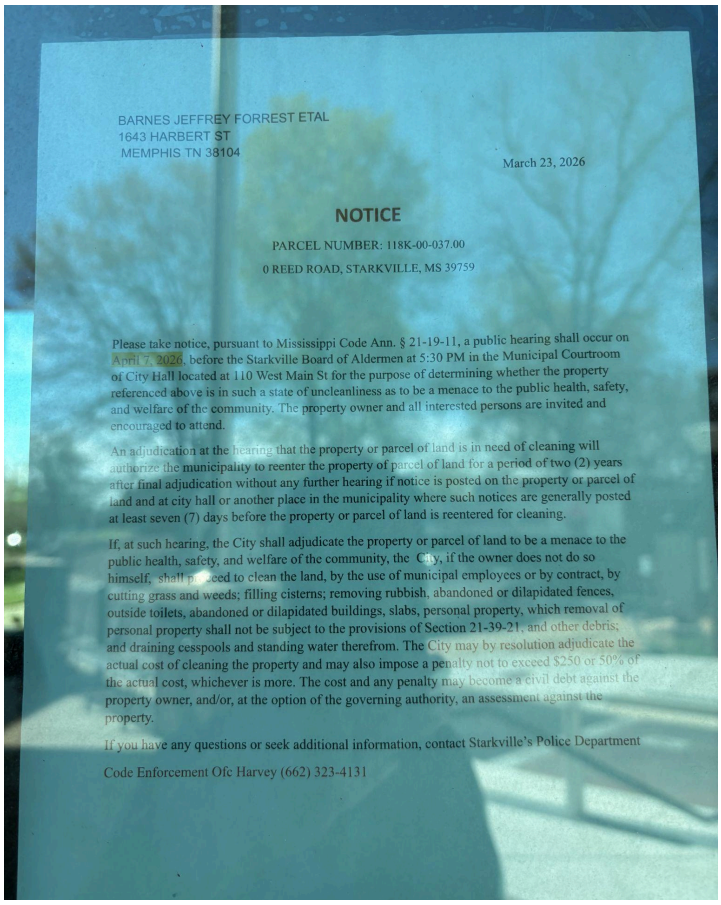
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and 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 Ofc Harvey (662) 323-4131

The photograph below was taken by Officer Harvey on March 23, 2026, of the Public Hearing Notice posted in the front window at City Hall.

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



BARNES JEFFREY FORREST ETAL
1643 HARBERT ST
MEMPHIS TN 38104

March 23, 2026

NOTICE

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

Code Enforcement Ofc Harvey (662) 323-4131

(CALLCARD)

Call # 26-008741
Date/Time 03/23/2026 15:07:54
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher HARVEY, M
Disposition NO ACTION
Zone

Location Address

CITY HALL

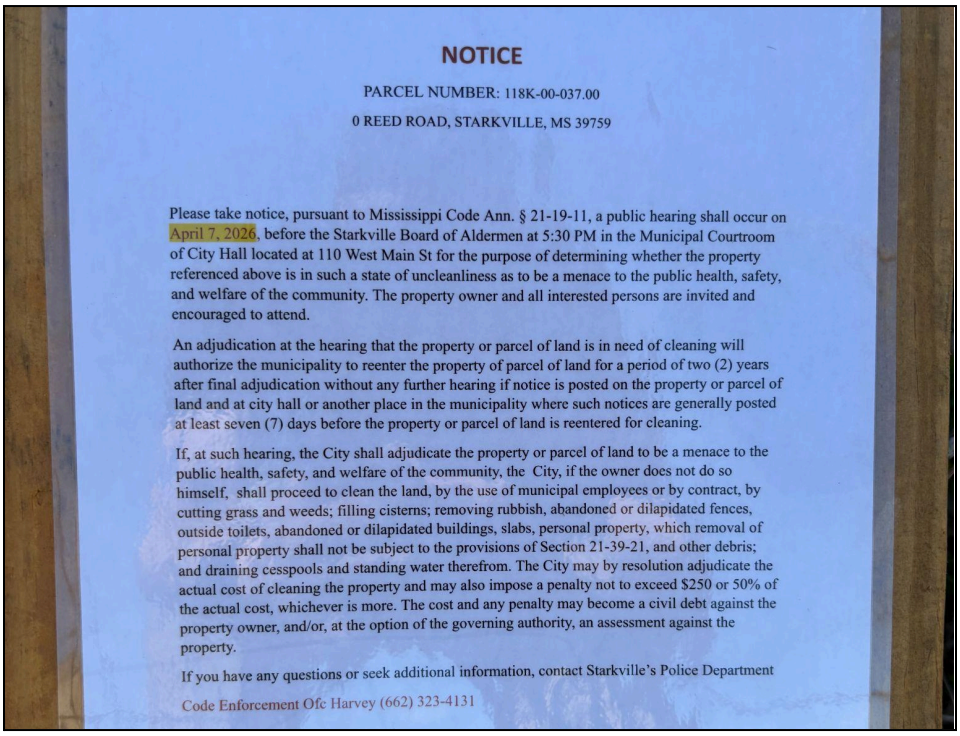
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:07:54	15:07:54	15:13:39		

Notes

3/23/2026 3:13:23 PM	HARVEY, M	POSTED P.H NOTICE ON CITY HALL

Public Hearing notice was posted on the property by Officer Harvey on March 23, 2026.



NOTICE

PARCEL NUMBER: 118K-00-037.00

0 REED ROAD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on April 7, 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 Ofc Harvey (662) 323-4131

(CALLCARD)

Call #	26-008735	**Dispatcher**	HARVEY, M
Date/Time	03/23/2026 13:59:16	**Disposition**	NO ACTION
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICE R INITIATED		
Sent To Dispatch			

Location Address

REED RD \ PEOPLES ST

Officer Information

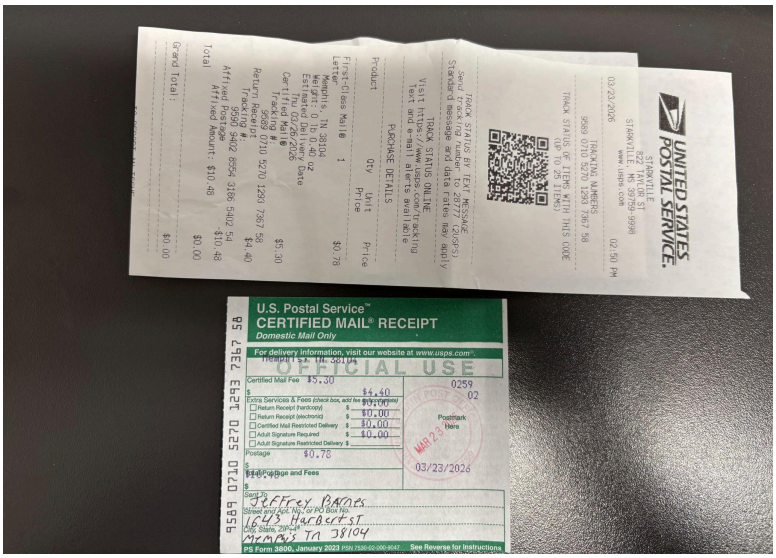
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	13:59:16	13:59:16	14:31:26		

Notes

3/23/2026 2:28:30 PM	HARVEY, M	THE WARRANT WAS DONE WITH BUILDING OFFICIAL STIEN MCMULLEN
3/23/2026 2:29:05 PM	HARVEY, M	THE P.H WAS POSTED ON THE PROPERTY ALONG WITH THE WARRANT.
3/23/2026 2:29:26 PM	HARVEY, M	PICTURES WHERE TAKEN OF THE PROPERTY

Public Hearing notice mailed to the property & property owner via US mail on March 23, 2026.

(PHOTOS OF MAIL SENT)



(CALLCARD)

STARKVILLE POLICE DEPT

Calls For Service

from 02/16/2026
thru 03/23/2026 13:29

Call #	26-008738	**Dispatcher**	HARVEY, M
Date/Time	03/23/2026 14:41:28	**Disposition**	NO ACTION
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICE R INITIATED		
Sent To Dispatch			

Location Address

POST OFFICE

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	14:41:28	14:41:28	14:52:40		

Notes

3/23/2026 2:52:08 PM	HARVEY, M	MAILED OUT P.H NOTICE

This Administrative Inspection Warrant was executed by Officer Michael Harvey, Inspector Andrew and Building Official Stein McMullen on March 23, 2026, at approximately 1400 hrs. Photographs were taken of the property and of the 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 the Parcel of #118K-00-037.00 off of Reed Rd, Starkville, Oktibbeha County, Mississippi, 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:
BARNES JEFFREY FORREST ETAL, 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.

J. Brian Kelley
J. Brian Kelley (Mar 20, 2026 08:58:48 CDT)
Judge

(CALL CARD)

Call #	26-008735	**Dispatcher**	HARVEY, M
Date/Time	03/23/2026 13:59:16	**Disposition**	NO ACTION
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

REED RD \ PEOPLES ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
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PUBLIC HEARING OF VA 26-01 A REQUEST FOR A VARIANCE FROM THE REQUIREMENT TO INSTALL AN AUTOMATIC FIRE SPRINKLER SYSTEM AT 106 DR MARTIN LUTHER KING JR DRIVE WEST IN A T-5C ZONING DISTRICT.

Community Planner Daniel Havelin presented VA 26-01 a request for a variance from the requirement to install an automatic fire sprinkler system at 106 Dr Martin Luther King Jr Drive West in a T-5C zoning district.

This is a Variance request by Francis Tran on behalf of Far Out Motel for a variance from the requirement to install an automatic fire sprinkler system at 106 Dr Martin Luther King Jr Drive West. The building is located on a lot zoned T-5C with parcel number 118P-00-084.00.

The applicant started extensive interior work without required permits. The applicant claims that work was limited to necessary remedial repairs. The applicant also states that the work was limited to repairs addressing deterioration and water damage rather than a full renovation.

The Fire Marshal determined that the subject property, an existing Group R-1 (motel) occupancy, underwent extensive interior work without required permits, including removal of interior walls, electrical systems, plumbing systems, mechanical systems, and life-safety features such as fire alarms and emergency lighting. A Stop Work Order was issued after the unpermitted work was identified.

The Fire Marshal further determined that the requested variance cannot be supported from a life-safety and code enforcement standpoint. Variances are not appropriate where they would reduce required fire protection systems, create a life-safety hazard to occupants, or conflict with adopted codes and ordinances.

Staff recommends denial of the requested variance, as the request does not meet the criteria for approval in Section 3.7.1 of the Unified Development Code and would result in reduced life-safety protections inconsistent with adopted building and fire codes.

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 7 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 March 6, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no phone calls for or against this request.
At the March 25, 2026, Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend denial of the request. The applicant withdrew the request.

Mayor Spruill opened the Public Hearing to the public.

There being no comments, the Mayor closed the Public Hearing with no board vote being taken.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT	
To:	Members of the Board of Adjustments & Appeals
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136) Lyle MeCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject:	Public hearing and consideration of VA 26-01 a request for a variance from the requirement to install an automatic fire sprinkler system at 106 Dr Martin Luther King Jr Drive West in a T-5C zoning district.
Date:	March 25, 2026

The purpose of this report is to provide information regarding Variance Request by Francis Tran on behalf of Far Out Motel for a variance from the requirement to install an automatic fire sprinkler system at 106 Dr Martin Luther King Jr Drive West. The building is located on a lot zoned T-5C with parcel number 118P-00-084.00. Please see attachments 1- 3.

SUMMARY

The applicant, Francis Tran on behalf of Far Out Motel, is requesting a variance from the requirement to install an automatic fire sprinkler system for an existing motel located at 106 Dr. Martin Luther King Jr. Drive West (Parcel No. 118P-00-084.00) within the T-5C zoning district.

The applicant states that the structure has operated as a motel since its original construction and predates current sprinkler requirements; however, recent work has occurred. The applicant started extensive interior work without required permits. The applicant claims that work was limited to necessary remedial repairs. The applicant also states that the work was limited to repairs addressing deterioration and water damage rather than a full renovation.

The applicant indicates that installation of a compliant sprinkler system would require substantial upgrades, including replacement of water infrastructure and extensive interior demolition, and has proposed alternative fire safety measures such as a monitored fire alarm system, hard-wired smoke detectors, emergency lighting, exit signage, and fire extinguishers in lieu of full sprinkler installation.

FIRE MARSHAL DETERMINATION

The Fire Marshal determined that the subject property, an existing Group R-1 (motel) occupancy, underwent extensive interior work without required permits, including removal of interior walls, electrical systems, plumbing systems, mechanical systems, and life-safety features such as fire alarms and emergency lighting. A Stop Work Order was issued after the unpermitted work was identified.

Based on the scope of work, the project qualifies as a Level 3 alteration under the International Existing Building Code (IEBC), as more than 50 percent of the building area was affected. Under IEBC requirements, Level 3 alterations trigger compliance with current life-safety standards, including automatic fire sprinkler systems where required.

The Fire Marshal further determined that:

1. The building is classified as Group R-1 (hotel/motel occupancy), which requires automatic sprinkler protection under the International Fire Code (IFC).
2. The City of Starkville Unified Development Code (UDC) imposes additional local requirements, including sprinkler installation when alterations exceed 25 percent of the building area.
3. The scope of work exceeds both thresholds, independently triggering the requirement for a sprinkler system under adopted codes and local ordinance requirements.

The Fire Marshal further determined that the requested variance cannot be supported from a life-safety and code enforcement standpoint. Variances are not appropriate where they would reduce required fire protection systems, create a life-safety hazard to occupants, or conflict with adopted codes and ordinances.

The subject property operates as a motel (Group R-1 occupancy), which presents an elevated life-safety risk due to transient occupants unfamiliar with the building, sleeping occupants, and the potential for delayed emergency response. The International Existing Building Code (IEBC), International Fire Code (IFC), and International Building Code (IBC) establish minimum life-safety standards and are not intended to be waived based on cost or construction difficulty.

Given the extent of unpermitted construction, the determination of a Level 3 alteration, and the applicability of adopted codes and local ordinance requirements, the Fire Marshal found that there is no basis for granting a variance from the required automatic fire sprinkler system and recommends denial of the request.

VARIANCE REQUEST FROM

The applicant is requesting a variance from the requirement to install an automatic fire sprinkler system as required by the City's adopted building and fire codes, as enforced through the Unified Development Code. The subject property is classified as a motel use (Group R-1 occupancy), for which automatic sprinkler systems are typically required to ensure compliance with life-safety standards.

IEBC Section 904.1.4 (Fire Protection):

Groups: A, B, E, F-1, H, I-1, I-3, I-4, M, R-1, R-2, R-4, S-1 and. S-2. Work areas shall be provided with automatic sprinkler protection where all of the following conditions occur.

1. The work area is required to be provided with automatic sprinkler protection in accordance with the International Building Code as applicable to new construction.
2. The building site has sufficient municipal water supply for design and installation of an automatic sprinkler system.

UDC Section 17.2.2 Deletions, Additions, And Modifications to Adopted Technical Codes

E. The 2024 Edition of the International Existing Building Code

Fire Protection. 803.2.1.1 Supplemental Automatic Sprinkler System Requirements shall be modified to require where the work area on any floor exceeds 25 percent of

that floor area, Section 803.2.1 shall apply to the entire floor on which the work area is located.

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

A. **Special Conditions.** That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
B. **Literal Interpretation.** 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.
C. **Hardship.** That the hardship has not resulted from the actions of the applicant.
D. Special Privilege. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.
E. **Minimum Variance.** That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
F. **Consistency with Comprehensive Plan**. That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

3.7.1. Criteria for variance review and approval.

A. **Special Conditions.** Staff finds that no special conditions or circumstances exist that are unique to the land, structure, or building. The subject property is located in a developed urban area and is similar to other motel properties that are required to comply with current fire protection standards. The conditions cited by the applicant are related to the extent of renovation and associated costs, which are not unique to the property.
B. **Literal Interpretation.** Staff finds that the literal interpretation of the Code does not deprive the applicant of rights commonly enjoyed by other properties in the same district. The requirement to install an automatic fire sprinkler system is applied uniformly to similar structures and uses, particularly those classified as Group R-1 occupancies.
C. **Hardship.** Staff finds that any hardship is self-created. The Fire Marshal determined that the building underwent substantial interior alterations without required permits, resulting in a Level 3 alteration that triggers compliance with current life-safety codes. Financial considerations and costs associated with bringing the structure into compliance do not constitute a valid hardship under the Unified Development Code.
D. **Special Privilege.** Staff finds that granting the requested variance would confer a special privilege by allowing the applicant to operate without required fire protection systems, which are mandated for similar properties. This would result in unequal application of the Code.
E. **Minimum Variance.** Staff finds that the request is not the minimum variance necessary, as it seeks complete relief from the requirement to install an automatic fire

sprinkler system. The request does not propose a reduced or alternative compliance approach that would maintain equivalent life-safety protections.

F. **Consistency with Comprehensive Plan**. Staff finds that granting the variance would be inconsistent with the general purpose and intent of the Comprehensive Plan and Unified Development Code, particularly as it relates to protecting public health, safety, and welfare. The reduction of required fire protection systems in a Group R-1 occupancy presents an increased risk to occupants, adjacent properties, and emergency responders.

NOTIFICATION

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 7 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 March 6, 2026.
3. A sign was posted on the property in a conspicuous location.

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

CONDITIONS OF APPROVAL

Not applicable. Staff recommends denial of the requested variance, as the request does not meet the criteria for approval in Section 3.7.1 of the Unified Development Code and would result in reduced life-safety protections inconsistent with adopted building and fire codes.

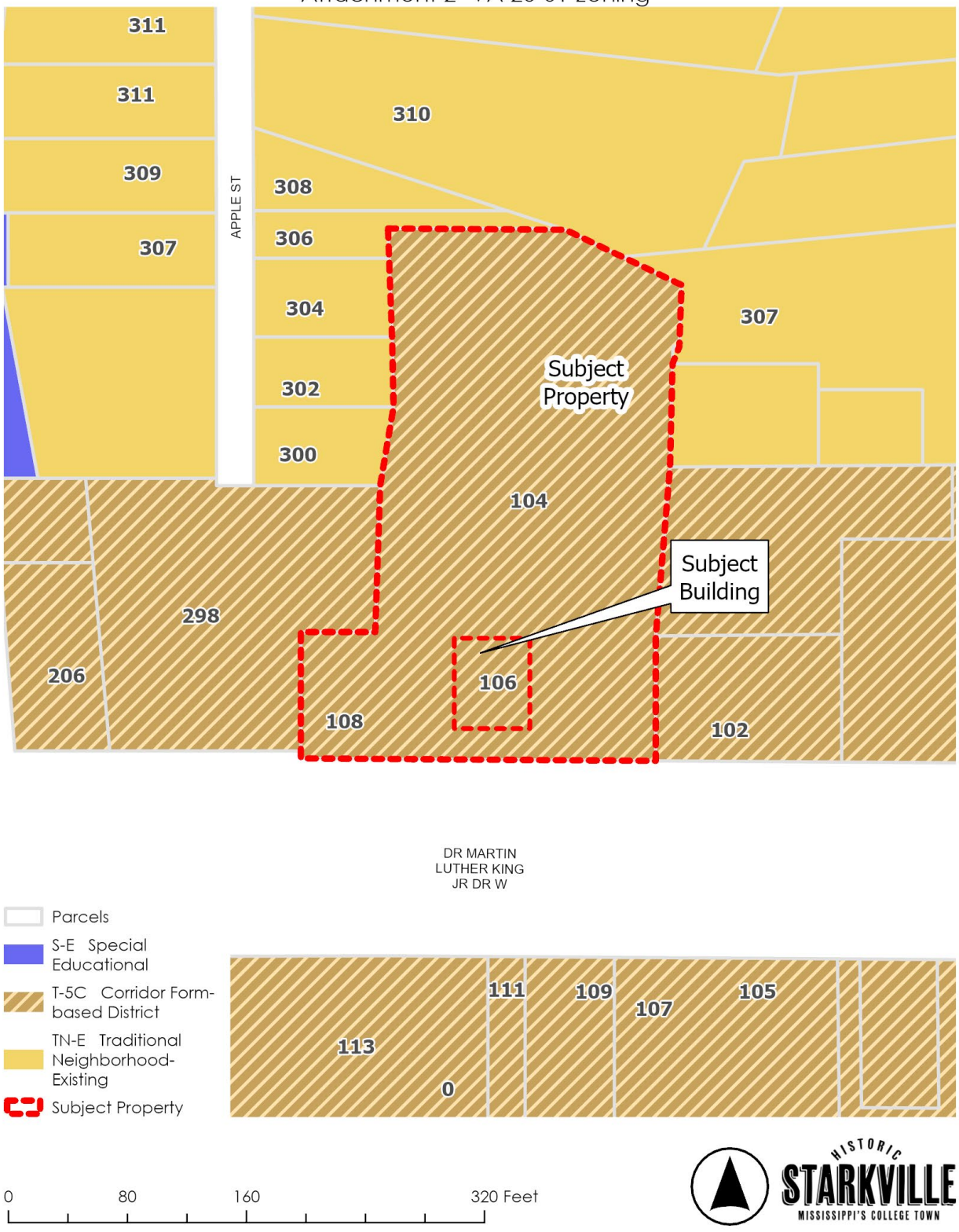
Attachment 1- VA 26-01 Aerial



0 80 160 320 Feet

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 2- VA 26-01 Zoning



Attachment 3 – VA 26-01 Application

VARIANCE APPLICATION

City of Starkville
110 West Main Street
Starkville, MS 39759
Ph:662.323.2525
Email: planning@cityofstarkville.org

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

APPLICANT'S INFORMATION

Name: Francis Tran **Phone:**

Company Name: Far Out Motel

Email:

Address: 104 Dr Martin Luther King Jr Dr W, Starkville, MS 39759

PROPERTY OWNER'S INFORMATION *(IF NOT APPLICANT)*

Name: Francis Tran **Phone:**

Email:

Address:

PROPERTY INFORMATION

Property Address: 104 Dr Martin Luther King Jr Dr W, Starkville, MS 39759

Parcel Number: 118P-00-084.00 **Current Zone District:** T-5D

PROJECT INFORMATION

Project Name: Existing Motel Fire Sprinkler Requirement

Project Description:

This request is for a variance from the automatic sprinkler retrofit requirement for an existing motel structure. The building has operated continuously as a motel since original construction and predates current fire sprinkler requirements. No change of use, increase in occupancy, expansion of the building footprint, or reconfiguration of egress is proposed. The current scope of work is limited to necessary remedial repairs.

We met with the Fire Marshal and were advised that sprinklers were required due to the extent of drywall removal. That removal was unavoidable and necessary to address mold-damaged and deteriorated conditions resulting from deferred maintenance by the prior owner. The work was corrective and health-related, not a voluntary renovation or upgrade. Following this guidance, we consulted with multiple licensed sprinkler contractors. All confirmed that a full NFPA 13 system would require significant off-site infrastructure upgrades, including water service upsizing, a new city tap, and extensive underground work. As a result, a full sprinkler retrofit is not technically feasible for this existing structure.

Strict enforcement would impose undue hardship without a proportional increase in life safety. Comparable life-safety alternatives can be implemented to provide equivalent occupant protection, including a monitored fire alarm system, hard-wired smoke detection in all guest rooms, emergency lighting, illuminated exit signage, fire extinguishers at required spacing, and other measures as approved by the Fire Marshal.

Approval of this variance preserves the intent of the fire code while recognizing the practical limitations of retrofitting an older, existing building.

Applicant's Signature: [signature] **Date:** 2/6/2026

Property Owner's Signature: [signature] **Date:** 2/6/2026

Subject: Fire Marshal Determination and Denial of Variance Request – Unpermitted Level 3 Alteration and Automatic Sprinkler System Requirement
Property Address: 104 Dr. Martin Luther King Jr. Dr. Starkville MS. 39759
Occupancy: Existing Group R-1 Hotel

This letter is issued in response to your request for a variance from the automatic fire sprinkler system requirement associated with the above-referenced property.

After review by this office and acting as the Authority Having Jurisdiction (AHJ) for fire and life safety, the variance request should be **denied** based on the requirements of the 2021 International Existing Building Code (IEBC), 2021 International Fire Code (IFC), 2021 International Building Code (IBC), and the locally adopted Unified Development Code (UDC).

1. Existing Conditions and Enforcement History

The building is an existing Group R-1 hotel, consisting of two (2) stories with multiple guest units and commercial space on the first level. During inspection, it was confirmed that the owner initiated a 100 percent interior remodel, including but not limited to:

- Removal of all interior walls and finishes
- Removal of all sheet rock
- Removal of all plumbing systems
- Removal of all electrical systems, including fire alarms, exit lights, emergency lighting.
- Removal of mechanical (HVAC) systems and duct work.

This work was performed **without required building or fire permits**. The violation was identified during construction activity, at which time a **Stop Work Order** was issued by the City of Starkville Building Department.

2. Unpermitted Work –

IEBC Chapter 1 Section 101.2 Scope: The provisions of this code shall apply to the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

IBC Chapter 1 Section 105.1 Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing systems, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permits. or to cause any such work to be done, shall first make an application to the building official and obtain the required permit.

IFC Chapter 1 Section 105.1.1 Permits Required. A property owner or owner's authorized agent who intends to conduct an operation or business, or install or modify systems and equipment that are regulated by this code, or to cause any such work to be performed, shall first make applications to the fire code official and obtain the required permit.

UDC 17.3.1 Permits Required Any construction or alterations that are not exempt under the adopted Technical Codes of the State of Mississippi locally or adopted Mississippi codes are required to have a permit unless listed as exempt.

IBC Chapter 1 Section 114.1 Unlawful Acts: It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

· International Fire Code, International Building Code, Unified Development Code and International Existing Building Code makes it clear that when work is done on a building, it must meet applicable code requirements (repair, alteration, change of occupancy) and all appropriate permits shall be obtained prior to any work in order to maintain critical life safety features. Grandfathered status applies

only to lawfully existing conditions. Once the structure was substantially altered without permits, those prior conditions were removed, and current code compliance is required.

3. Level 3 Alteration Determination

The scope of work constitutes a Level 3 Alteration as defined by IEBC Section 604, as the work exceeds 50 percent of the aggregate area of the building and includes complete reconfiguration of interior spaces and systems.

Under the 2021 IEBC, an alteration becomes Level 3 when:

- The total work area (all altered spaces combined), exceeds 50% of the total building area, regardless of how the work is phased, and
- The work involves alterations (not just repairs), which typically include removal or replacement of walls, systems, or interior layouts.

There is **no requirement** that the building be structurally altered — interior gutting alone qualifies.

IEBC Section 202 **ALTERATION**: Any construction or renovation to an existing structure other than repair or addition.

Per IEBC Section 904.1.4 (Fire Protection):

Groups: A, B, E, F-1, H, I-1, I-3, I-4, M, R-1, R-2, R-4, S-1 and. S-2. Work areas **SHALL** be provided with automatic sprinkler protection where all of the following conditions occur. 1. The work area is required to be provided with automatic sprinkler protection in accordance with the International Building Code as applicable to new construction. 2. The building site has sufficient municipal water supply for design and installation of an automatic sprinkler system.

Level 3 alterations represent the highest alteration category under the IEBC and are specifically intended to trigger enhanced life-safety features where major reconstruction occurs.

4. Automatic Sprinkler System Requirement – Group R-1

The building is classified as **Group R-1** due to its use as a hotel with transient occupants.

IFC Requirement

Per **2021 IFC Section 903.2.8 (Group R)**:

"An automatic sprinkler system shall be provided throughout all buildings with a Group R fire area."

5. Local Unified Development Code (UDC) – More Restrictive Standard

In addition to the state-adopted technical codes, the City of Starkville has adopted a Unified Development Code (UDC) that imposes more restrictive fire protection requirements than the base model codes.

The UDC requires that: Section 17.2.2 (E 2A) Deletions, Additions, and Modifications to Adopted Technical Codes

> 2. Fire Protection. 803.2.2 Groups A, B, E, F-1, H, I-1, I-3, I-4, M, R-1, R-2, R-4, S-1 and S-2. Shall be modified to require in buildings with occupancies in Groups A, B, E, F-1, H, I-1, I-3, I-4, M, R-1, R-2, R-4, S-1 and S-2, work areas that have exits or corridors shared by more than one tenant or that have exits or corridors serving an occupant load greater than 30 shall be provided with automatic sprinkler protection where both of the following conditions occur:
>
> A. The work area exceeds 25 percent of the floor area.

Because the remodel involved **100 percent of the building R-1 occupancy** the sprinkler system requirement is independently triggered under local ordinance. Where local regulations are more restrictive than the model codes, the more

restrictive provisions govern, as permitted by state law and adopted ordinance, but both Technical Code and Local UDC require an updated sprinkler system to meet today's code standards.

6. Variance Authority and Life Safety Determination

Variances may not be granted where they would:

- Reduce required fire protection systems
- Create a life-safety hazard to occupants
- Conflict with adopted codes or ordinances

Hotels present an increased life-safety risk due to:

- Transient occupants unfamiliar with the building
- Sleeping occupants
- Higher fire load and delayed response recognition

The IEBC, IFC, and IBC are minimum life-safety codes, not hardship or cost-avoidance standards. The extent of unpermitted construction, combined with a Level 3 alteration and local ordinance thresholds, removes any basis for variance consideration.

7. Conclusion

The building underwent a complete interior remodel without required permits. Because more than 50% of the building was altered, the project qualifies as a Level 3 alteration under the 2021 IEBC. Once that threshold is met, the building must comply with current adopted codes, including the 2021 IBC and IFC.

As a Group R-1 hotel occupancy, the 2021 IFC requires the building to be protected throughout with an NFPA 13R automatic fire sprinkler system. In addition, the City's Unified Development Code independently requires a sprinkler

system when a remodel exceeds 25% of the building's gross square footage — a threshold that was significantly exceeded in this case.

Permits were required before beginning this work under the 2021 IBC. Work performed without permits does not exempt the building from compliance; instead, it requires the building to be brought into full compliance with the currently adopted codes.

For these reasons, the request for a variance from the sprinkler requirement should not be approved. The building must be brought into compliance with the 2021 adopted codes and local ordinance before occupancy can continue.

PUBLIC HEARING AND CONSIDERATION OF VA 26-02 A REQUEST FOR A VARIANCE TO REDUCE THE FRONT YARD SETBACK FROM 25' TO 15' FOR LOT 217 OF THE COUNTRY CLUB ESTATES PHASE 3-E SUBDIVISION IN A SD-2 ZONING DISTRICT.

Community Planner Daniel Havelin presented VA 26-02 a request for a variance to reduce the front yard setback from 25' to 15' for Lot 217 of the Country Club Estates Phase 3-E subdivision in a SD-2 zoning district.

This is a Variance request by Frank Jones for a variance to reduce the front yard setback from 25' to 15' for Lot 217 of the Country Club Estates Phase 3-E subdivision. The lot is in an SD-2 zoning district with the parcel number 106-14-013.02.

The applicant is requesting a variance to reduce the required front setback from 25 feet to 15 feet in order to move the proposed house closer to the street, citing improved drainage as the justification. The slope impacting the lot was identified on the original subdivision plat and supporting infrastructure plans. The applicant, who is also the developer of the subdivision, was involved in the design and construction of the infrastructure and was therefore aware of these conditions prior to development.

All existing and under-construction homes along the east side of the street comply with the required 25-foot front setback, establishing a consistent development pattern. Approval of this request would result in a single home being located significantly closer to the street than others in the immediate area, disrupting the established streetscape. While there have been two previous variance requests to reduce front setbacks within the subdivision, those approvals applied to entire blocks rather than a single lot. This request differs in that it applies to one lot within a developed and developing street where all other homes are meeting the standard setback, making the proposed house an outlier in terms of placement and character.

Based on the analysis of the criteria contained in Section 3.7.1 staff recommends denial of the request. If the variance request were to be approved, Staff recommends attaching the following condition:

1. Any front facing garage door shall be setback a minimum of 20' from the right-of-way.

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 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 notification.
At the March 25, 2026, Board of Adjustments and Appeals meeting on the third motion, the Board voted 3-1 to recommend approval of the request with the following condition of approval:
1. Any front facing garage door shall be setback a minimum of 20' from the right-of-way.

Alderman Brooks asked if the slope was significant at the back of the lot. Mr. Havelin noted there was a slope, but many properties have a slope in the back lots. Mr. Havelin stated that when the subdivision was developed, if it were a concern to make buildable lots that should have been addressed of structure stage of planning.

Frank Jones stated that there is a big slope at the back of the lot and their engineer saying this property needed to be moved forward to help with drainage around this property. He noted that this property would have a 3rd garage for golf carts and that required 10 feet and that is what this request is. He noted that it would be barely noticeable with the landscaping and that no neighbors had any opposition to this request and neither did the Planning and Zoning board. He stated that this was his subdivision and would never do anything to hurt that. He noted that the house would sit better this way and help with the drainage around the house better. He noted that the property would still be 30 feet from the curb. He stated he would appreciate the Board's consideration. Mayor Spruill asked did he owned the remaining lots and did he anticipate bringing the others forward for the same reason. Mr. Jones said he did not. He pointed out several lots that had been moved forward for similar reasons. Alderman Moreland asked what was so interesting about this particular lot that the drainage on this one lot and not the lot beside it would cause an issue. Mr. Jones stated this lot was at the peak of the hill and have a 10 foot drop from the back of the lot to the front of the lot. He noted that some lots in the County Club Estates only have a 25 feet from the back of the curb and this particular lot would have 30 feet plus the 15 feet where the property line starts.

Mayor Spruill opened the Public Hearing to the public.

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

39. PUBLIC HEARING AND CONSIDERATION OF VA 26-02 A REQUEST FOR A VARIANCE TO REDUCE THE FRONT YARD SETBACK FROM 25' TO 15' FOR LOT 217 OF THE COUNTRY CLUB ESTATES PHASE 3-E SUBDIVISION IN A SD-2 ZONING DISTRICT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Perkins, and adopted by the Board to deny the VA 26-02 a request for a variance to reduce the front yard setback from 25' to 15' for Lot 217 of the Country Club Estates Phase 3-E subdivision in 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
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle MeCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public hearing and consideration of VA 26-02 a request for a variance to reduce the front yard setback from 25' to 15' for Lots 217 of the Country Club Estates Phase 3-E subdivision in a SD-2 zoning district.
Date: March 25, 2026

The purpose of this report is to provide information regarding a Variance request by Frank Jones for a variance to reduce the front yard setback from 25' to 15' for Lots 217 of the Country Club Estates Phase 3-E subdivision. The lot is in an SD-2 zoning district with the parcel number 106-14-013.02. Please see attachments 1- 6.

SUMMARY

The applicant is requesting a variance to reduce the required front setback from 25 feet to 15 feet in order to move the proposed house closer to the street (attachment 4). The stated reason for the request is to improve drainage conditions on the lot (attachment 5 and 6).

The slope affecting the lot was shown on the original subdivision plat and infrastructure plans. The applicant is also the developer of the subdivision and was involved in the design and construction of the infrastructure. As a result, the conditions affecting the lot were known prior to development.

All other homes on the east side of the street meet the required 25-foot front setback (attachment 3). Approval of this request would result in one home being located significantly closer to the street than others in the immediate area.

There have been two other variance requests to reduce the front yard setback for lots in the subdivision. Those two requests were for entire blocks within the neighborhood. This request is very different because it is for one lot along a street that has existing housing and houses currently being built. All of those houses are meeting the 25-foot front setback. This house would be unique in that it will be 10 feet closer to the road than any other house on the street.

One potential impact of the requested front setback reduction is a decrease in available space for required on-site parking. With a street facing garage door located only 15 feet from the front property line, there is insufficient driveway length to accommodate a parked vehicle without obstructing the sidewalk or encroaching into the public right-of-way. To address this issue, staff recommends that any approval of the variance include a condition requiring all street-facing garage doors to be set back a minimum of 20 feet from the public right-of-way. The applicant's current site plan would meet this requirement.

Based on the analysis of the criteria contained in Section 3.7.1 staff recommends denial of the request. If the variance request were to be approved, Staff recommends attaching the following condition:

1. Any front facing garage door shall be setback a minimum of 20' from the right-of-way.

If the Board of Adjustments and Appeals recommends approval or denial of the variance, the request will be forwarded to the Board of Aldermen for consideration at the April 7, 2026 meeting.

VARIANCE REQUEST FROM

The subject lot was part of a final plat process that started prior to the adoption of the Unified Development Code. Therefore, the setbacks established at the start of that process are the setbacks that are required. Section 1.11.3.A states "Any development approvals granted before the effective date of this Code in accordance with the procedures outlined in the City's previous Code, the Subdivision Regulations and/or other related regulations shall remain valid until their expiration date. Developments with valid approvals or permits may be carried out in accordance with the terms and conditions of their approval and the development standards in effect at the time of approval, provided the permit or approval is valid and has not expired." The setbacks for the subject lots as shown on the approved final plat (attachment 3) are as follows:

FRONT SETBACK: 25'
REAR SETBACK: 20'
MAXIMUM BUILDING HEIGHT: 35'
SIDE SETBACK: 10'

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

A. **Special Conditions.** That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
B. **Literal Interpretation.** 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.
C. **Hardship.** That the hardship has not resulted from the actions of the applicant.
D. Special Privilege. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.
E. **Minimum Variance.** That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
F. **Consistency with Comprehensive Plan**. That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

3.7.1. Criteria for variance review and approval.

A. **Special Conditions.** Staff finds that the slope on the property does not constitute a special condition unique to this lot, as similar topographic conditions were identified and addressed during the subdivision design process.
B. **Literal Interpretation.** Staff finds that enforcing the 25-foot front setback does not deprive the applicant of rights commonly enjoyed by other properties. All other homes on the east side of the street are meeting the same setback requirement.
C. **Hardship.** Staff finds that the hardship is self-imposed. The applicant developed the subdivision and was aware of the lot conditions, including the slope, at the time the infrastructure and plat were designed.
D. **Special Privilege.** Granting this variance would allow the applicant to construct a home closer to the street than any other home on the east side of the street, which would constitute a special privilege not granted to other property owners in the same area.
E. **Minimum Variance.** Staff finds that the requested reduction of 10 feet is not the minimum necessary, as the lot can still be reasonably developed in compliance with the required setback.
F. **Consistency with Comprehensive Plan**. Staff finds that the request would disrupt the established development pattern along the east side of the street and is not consistent with maintaining a uniform streetscape.

NOTIFICATION

The request was noticed in accordance with Section 3.7.3.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 21, 2026.
3. A sign was posted on the property in a conspicuous location.

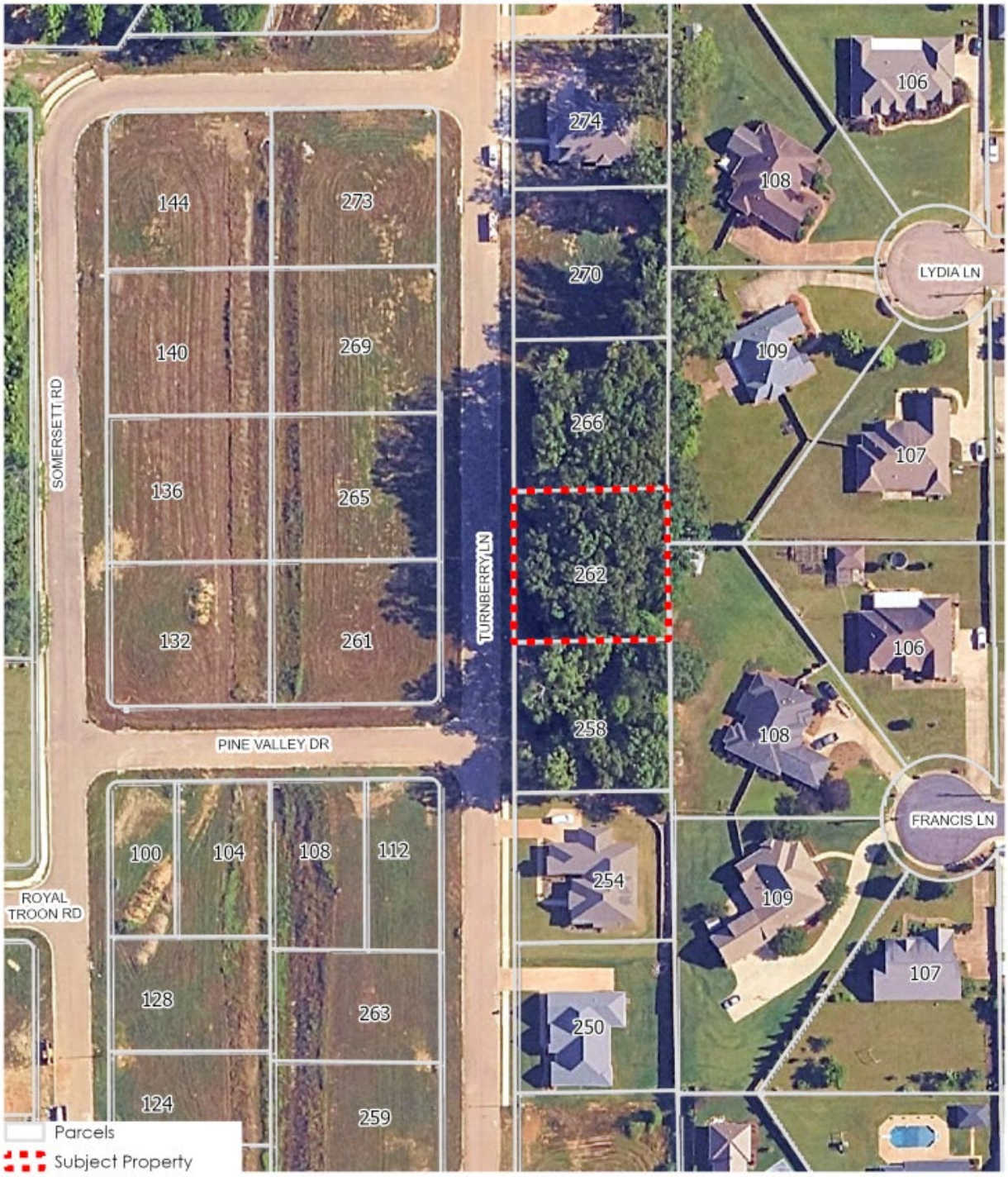
As of this date, the Planning Office has received no response to the notification.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors. The following conditions of approval are recommended by the Planning Department:

1. Any front facing garage door shall be setback a minimum of 20' from the right-of-way.

Attachment 1- VA 26-02 Aerial



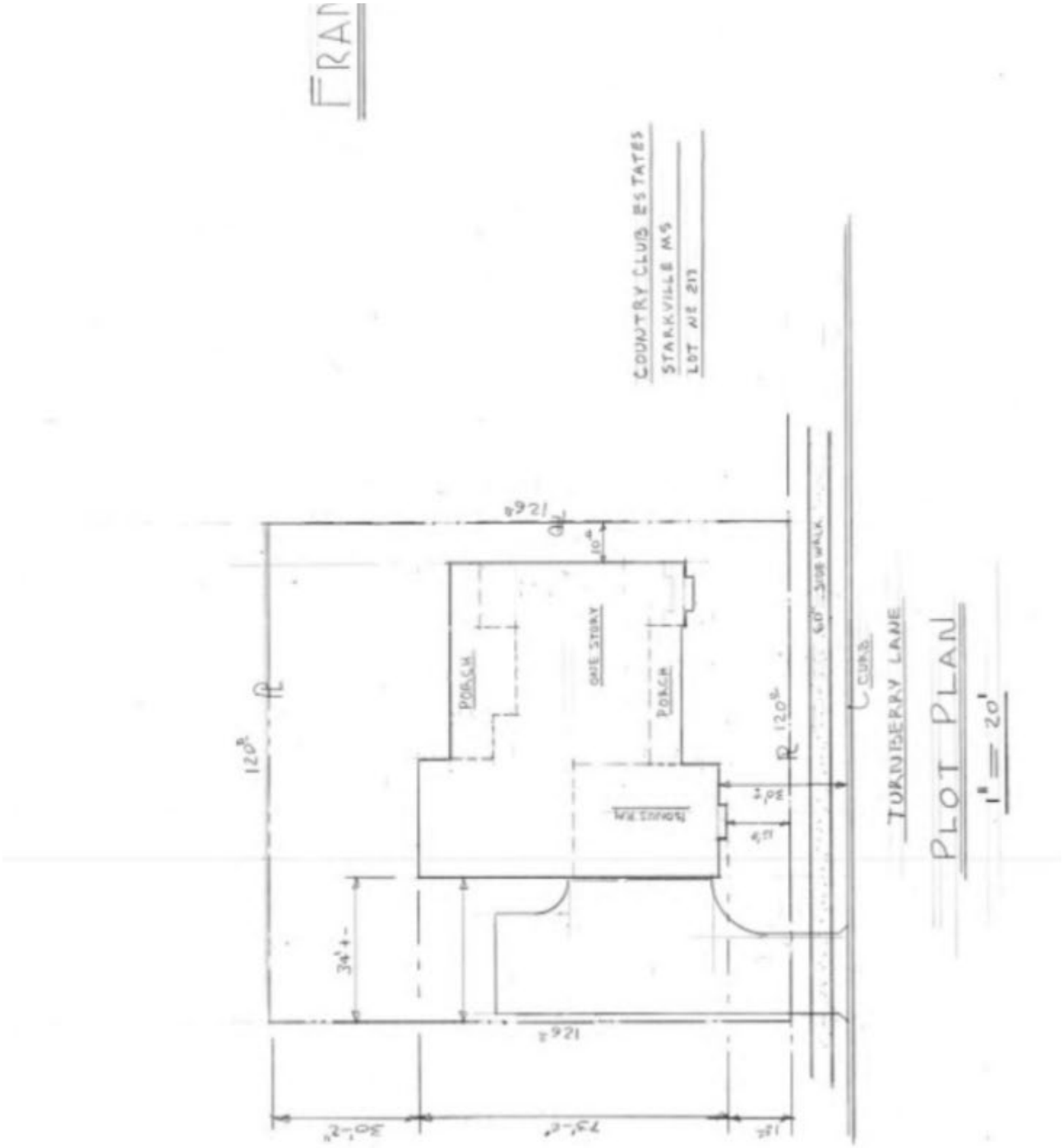
Attachment 2- VA 26-02 Zoning



Attachment 3- Completed and Under Construction House Lots



Attachment 4- Site Plan



Attachment 5- Engineering Letter

SPRINGER
ENGINEERING, INC.
206 OLD WEST POINT RD.
STARKVILLE, MS 39759
PHONE 662-323-2296
SPRINGERMS@BELLSOUTH.NET

February 24, 2026

Frank Jones
franktjones58@gmail.com

RE: LOTS 216, 217, 218
COUNTRY CLUB ESTATES

Dear Mr. Jones:

After review of the above referenced lots and house plans, I would recommend locating these houses as close as possible to the front set back line. Adequate drainage should be maintained around the structure given the expansive soils in the vicinity of Starkville. Providing surface drainage with the limited space available and the surrounding topography will be difficult if these houses are centered on these lots.

Please feel free to contact me with any questions or comments.

Sincerely,

Holland Cox

Holland Cox, P.E.
SPRINGER ENGINEERING, INC.

HC/rr

Attachment 6- Application

VARIANCE APPLICATION

City of Starkville
110 West Main Street
Starkville, MS 39759
Ph:662.323.2525
Email: planning@cityofstarkville.org

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

APPLICANT'S INFORMATION

Name: Frank Jones **Phone:** 662-769-8115
Company Name: Frank Jones Development LLC
Email: franktjones58@gmail.com
Address: 230 King Richard Road, Starkville, MS 39759

PROPERTY OWNER'S INFORMATION *(IF NOT APPLICANT)*

Name: Frank Jones **Phone:** 662-769-8115
Email: franktjones58@gmail.com
Address: 230 King Richard Road, Starkville, MS 39759

PROPERTY INFORMATION

Property Address: 262 Turnberry Lane, Starkville, MS 39759
Parcel Number: 106-14-013.02 **Current Zone District:** SD-2

PROJECT INFORMATION

Project Name: Frank Jones Development

Project Description:

Lot 217 in Country Club Estates - Phase 3E located within the City of Starkville, Oktibbeha County, Mississippi as shown on the Subdivision Plat filed September 26, 2022 and recorded on Slide 359B in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

We would like to move the houses for this lot forward 10 feet due to the steep slope located on the back of the lot. After talking with our engineer, the drainage on this lot would be much easier to control by moving the house forward 10 feet. After moving it forward, there would still be 30+ feet from the back of the curb to the front of the house. This would also increase the rear set back tot 30+ feet from 20, thus the extra 10 feet would give us ample room to optimize drainage. See attached letter from engineer.

Applicant's Signature: Franklin T Jones **Property Owner's Signature:** Franklin T Jones
Date: 02/25/2026 **Date:** 02/25/2026

40. 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 , April 7, 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	$555,844.31
Restricted Police Fund	002	$97.17
Restricted Fire Fund	003	$1,619.00
Airport Fund	015	$65,528.95
Restricted Airport	016	$99,842.45
Sanitation / Environmental Services	022	$69,828.29
State Forfeited Funds	151	$756.87
Debt Service Fund	200	$517,032.49
Capital Projects Fund	300	$2,054.65
SS4A Grant	304	$53,142.88
G.O. Bond Fund	305	$914,869.15
Main Street Project	311	$4,662.10
Parks Capital Project (2023)	312	$250,136.76
Park And Rec Tourism	375	$24,500.00
Build Grant MS 182/MLK Corridor	377	$1,101,276.83
Starkville Utilities		$188,759.35
Starkville Water		$1,293,293.51
Payroll		$1,141,752.08
Payroll Starkville Utilities		$635,508.86
Utilities March Refunds		$11,333.77
TVA		$2,682,050.03
4-County		$15,833.46
Grand Total		$9,629,722.96

41. REQUEST AUTHORIZATION TO HIRE MICHAEL D. JONES AS AN ASSISTANT GENERAL MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Moreland, and adopted by the Board to approve to hire Michael D. Jones as an Assistant General Manager in the Starkville Utilities Department with a salary of $155,396.80 excluding benefits. 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: Yea

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

42. MOTION TO RECESS UNTIL APRIL 21, 2026 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Pochop, for the Board of Aldermen to recess the meeting until April 21, 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 21th DAY OF APRIL 2026.

Attest:

_____
D. LYNN SPRUILL, MAYOR

_____
JOANNA MCLAURIN, CITY CLERK