

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
May 5, 2026**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on May 5, 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 Clerk Joanna McLaurin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

Alderman Pochop offered a motion, duly seconded by Alderman Skinner, to approve the May 5, 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, March 3, 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 APRIL 17, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE APRIL 21, 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

- PUBLIC HEARING AND CONSIDERATION OF VA 26-03 A REQUEST FOR A VARIANCE FROM THE FENCE HEIGHT REQUIREMENT IN THE SIDE AND REAR YARD FOR A PROPERTY LOCATED AT 403 EAST GILLESPIE STREET IN A TN-E ZONING DISTRICT.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF RESOLUTION AUTHORIZING THE LIEN FOR 12900 MS HIGHWAY 182 AS PROVIDED IN THE ATTACHMENTS.

X. BOARD BUSINESS

A. CONSIDERATION OF APPROVAL OF A NON-BINDING RESOLUTION TO ADOPT AND ALLOCATE FUNDS FOR AN OUTDOOR FITNESS COURT® AS PART OF THE 2026 NATIONAL FITNESS CAMPAIGN.

B. REQUEST CONSIDERATION OF ENROLLING ALL STARKVILLE UTILITIES' CUSTOMERS IN THE POWER OF CHANGE AND ALLOWING A VOLUNTARY OPT OUT OF THE PROGRAM EFFECTIVE JULY 2026.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING TASK ORDER NO. 7 FOR NEEL SCHAFFER, INC. FOR A TOPOGRAPHICAL SURVEY OF E LEE BLVD IN AN HOURLY, NOT-TO-EXCEED AMOUNT OF \$14,000.00.
2. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH TUNNEL, SPANGLER & ASSOCIATES, INC. (TSW) TO PROVIDE PLANNING AND SCHEMATIC DESIGNS FOR THE EAST LEE BOULEVARD MULTI-MODAL TRANSPORTATION PROJECT FOR AN HOURLY, NOT-TO-EXCEED AMOUNT OF \$29,960.00.
3. CONSIDERATION OF APPROVING TASK ORDER NO. 6 FOR NEEL SCHAFFER, INC. FOR A TOPOGRAPHICAL SURVEY OF JACKSON ST IN AN HOURLY, NOT-TO-EXCEED AMOUNT OF \$10,500.00.
4. CONSIDERATION OF APPROVING THE SUMMARY CHANGE ORDER FOR THE SUDDUTH BUS STOP PROJECT IN THE AMOUNT OF \$425.00 WITH GROUNDSTONE CONSTRUCTION, LLC.
5. CONSIDERATION OF APPROVING RIGHT OF WAY TECHNOLOGY, INC'S PROPOSAL FOR RIGHT OF WAY SERVICES FOR THE SPRING STREET NORTH PHASE 3 TA PROJECT FOR THE NOT TO EXCEED THE AMOUNT OF \$28,000.
6. CONSIDERATION OF APPROVING THE SOLE SOURCE QUOTE FROM PRECISION CONCRETE CUTTING IN AN AMOUNT NOT TO EXCEED \$30,000 TO REMOVE SIDEWALK TRIP HAZARDS FROM JACKSON STREET, MONTGOMERY STREET, GREENSBORO STREET, AND WHITFIELD STREET.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 30, 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.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE EDWARD CLINE KEMP, JR. AS STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT'S (SOCSD) 21ST CENTURY COMMUNITY LEARNING CENTER (21ST CCLC) GRANT INTERN IN THE AIRPORT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE LOGAN WYATT KRONER AS STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT'S (SOCSD) 21ST CENTURY COMMUNITY LEARNING CENTER (21ST CCLC) GRANT INTERN IN THE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE SHONICE OSWALT AS INTERN – HUMAN RESOURCES AND KYLIE TUGGLE AND JAYLA A. EVANS AS STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT'S (SOCSD) 21ST CENTURY COMMUNITY LEARNING CENTER (21ST CCLC) GRANT INTERNS IN THE HUMAN RESOURCES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE CARSON SITTON AS POLICE OFFICER – PRE ACADEMY AND ROGER RODEHEAVER AS CODE ENFORCEMENT OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE ZAYVION HARRIS AND ROBERT DUNN, III AS STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT'S (SOCSD) 21ST CENTURY COMMUNITY LEARNING CENTER (21ST CCLC) GRANT INTERNS IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE DALLAS GILLESPIE AS STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT'S (SOCSD) 21ST CENTURY COMMUNITY LEARNING CENTER (21ST CCLC) GRANT INTERN IN THE MUNICIPAL COURT DEPARTMENT.
7. REQUEST AUTHORIZATION TO PROMOTE JACK MILES TO CHIEF WATER TREATMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

8. REQUEST AUTHORIZATION TO HIRE TIFFINI ALLEN AS WASTEWATER TREATMENT OPERATOR CLASS I IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO APPROVE THE LOWEST QUOTE OF \$15,750.00 FROM PYRO SHOWS, INC FOR THE JULY 4TH COMMUNITY CELEBRATION AT CORNERSTONE PARK.
2. CONSIDERATION OF APPROVING THE SOLE SOURCE QUOTE FROM PRECISION CONCRETE CUTTING IN AN AMOUNT \$5,924.44 TO REMOVE SIDEWALK TRIP HAZARDS AT THE CORNERSTONE SPORTS FACILITY.

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM RELIABILITY POINT IN THE AMOUNT OF \$14,638.21 FOR A 1200 FT CABLE FOR THE CCTV SYSTEM.
2. REQUEST AUTHORIZATION TO REJECT ALL BIDS FOR CONSTRUCTION OF WELL NO. 9 AND READVERTISE.
3. REQUEST AUTHORIZATION FOR APPROVAL TO AMEND THE GRASS MAINTENANCE AGREEMENT FROM EVERYDAY LAND MANAGEMENT.

4. REQUEST AUTHORIZATION TO DECLARE A SCAG LIBERTY Z 61" ZERO TURN MOWER (SERIAL NUMBER: N7700407) AS SURPLUS AND SELL ON GOVDEALS.COM.
5. CONSIDERATION OF ESRI SOFTWARE RENEWAL OF LICENSES FOR EXISTING GIS SOFTWARE (FIELD MAPS) USED FOR BOTH ELECTRIC AND WATER SYSTEM MAPPING IN THE AMOUNT OF \$6,256.78.
6. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JULY 1, 2026 THROUGH DECEMBER 31, 2026.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL MAY 19, 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: 2-27:

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

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the April 17, 2026, work session of the Mayor and Board of Aldermen of the City of Starkville” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE APRIL 21, 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 May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the April 21, 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 RESOLUTION AUTHORIZING THE LIEN FOR 12900 MS HIGHWAY 182 AS PROVIDED IN THE ATTACHMENTS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval of resolution authorizing the lien for 12900 MS Highway 182 as provided in the attachments” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF APPROVAL OF A NON-BINDING RESOLUTION TO ADOPT AND ALLOCATE FUNDS FOR AN OUTDOOR FITNESS COURT® AS PART OF THE 2026 NATIONAL FITNESS CAMPAIGN.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval of approval of a non-binding resolution to adopt and allocate funds for an outdoor fitness court® as part of the 2026 National Fitness Campaign” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVING TASK ORDER NO. 7 FOR NEEL SCHAFFER, INC. FOR A TOPOGRAPHICAL SURVEY OF E LEE BLVD IN AN HOURLY, NOT-TO-EXCEED AMOUNT OF \$14,000.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval of task order no. 7 for Neel Schaffer, Inc. for a topographical survey of E Lee Blvd in an hourly, not-to-exceed amount of \$14,000.00” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH TUNNEL, SPANGLER & ASSOCIATES, INC. (TSW) TO PROVIDE PLANNING AND SCHEMATIC DESIGNS FOR THE EAST LEE BOULEVARD MULTI-MODAL TRANSPORTATION PROJECT FOR AN HOURLY, NOT-TO-EXCEED AMOUNT OF \$29,960.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the professional services agreement with Tunnel, Spangler & Associates, Inc. (TSW) to provide planning and schematic designs for the East Lee Boulevard multi-modal transportation project for an hourly, not-to-exceed amount of \$29,960.00” is enumerated, this consent item is thereby approved.

**BEFORE THE MAYOR AND BOARD OF ALDERMEN
CITY OF STARKVILLE**

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN

AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville gave notice of a public hearing before the governing authorities of the City of Starkville to (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: CLAYTON VILLAGE DEVELOPMENT LLC ETA

Address of Owner: PO Box 1215 West Point MS 39773

Parcel Number: 159J-00-024.00

Address of Violation: 12900 MS Highway 182

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on **February 3, 2026** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Starkville shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on **May 5, 2026**, adjudicated the actual cost of cleanup to be **\$7319.72**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgement lien, this assessment may be collected as a civil debt, and the City of Starkville may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The City Clerk is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Mississippi, on this, the 5th day of May, 2026.

CITY OF STARKVILLE, MISSISSIPPI

BY: 
D. LYNN SPRUILL, MAYOR

ATTEST: 
JOANNA MCLAURIN, CITY CLERK

Lien Case: LIEN-26-2

**STATE OF MISSISSIPPI;
COUNTY OF OKTIBBEHA;**

LIEN

The City of Starkville, pursuant to Miss. Code Ann. §21-19-11, has declared the following described real property to be a menace to the public health, safety, and welfare of the community.

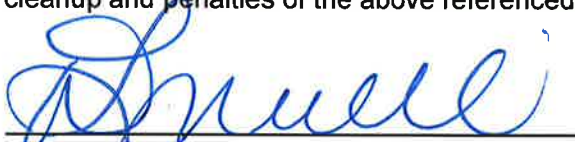
The said property located in the City of Starkville, Mississippi, owned by , CLAYTON VILLAGE DEVELOPMENT LLC ETA being more particularly described as:

12900 MS Highway 182 (PID #159J-00-024.00)

(See attached Exhibit "A")

Pursuant to Miss. Code Ann. §21-19-11, the City of Starkville adjudicated the actual cost of cleanup of the property and assessed a penalty not to exceed fifty percent (50%) of the actual cost by Resolution attached and incorporated herein as Exhibit "B".

Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of **\$7319.72**.

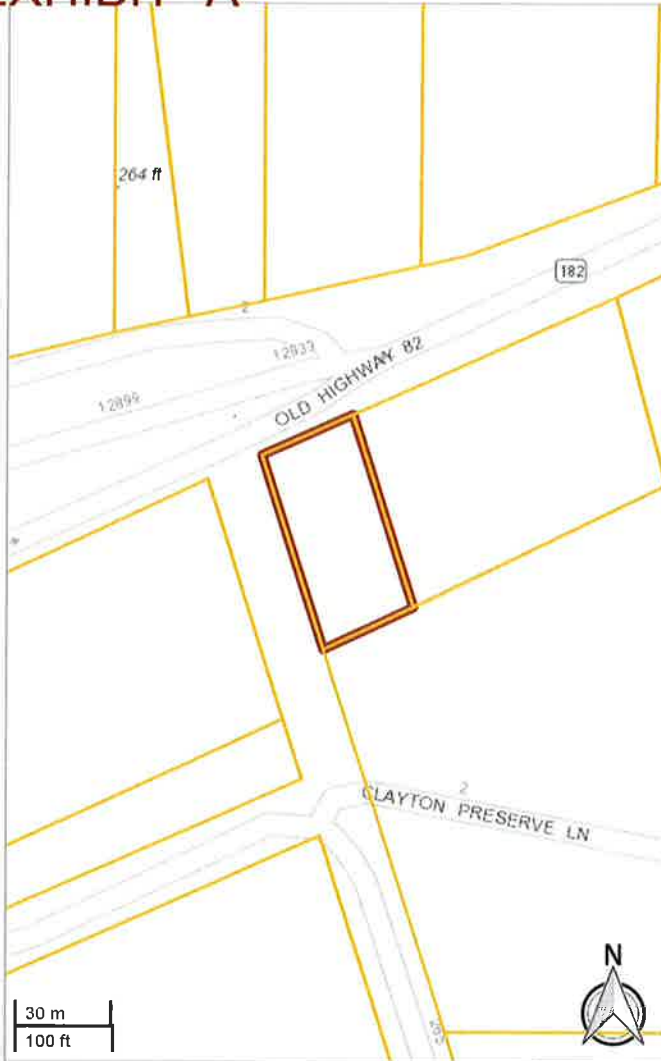


D. Lynn Spruill, Mayor
City of Starkville, Mississippi



Joanna McLaurin, City Clerk
City of Starkville, Mississippi

EXHIBIT "A"



Oktibbeha County, MS

Oktibbeha County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Oktibbeha County Land Records GIS and is maintained for the internal use of the County. The County of Oktibbeha and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Oktibbeha County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Oktibbeha County Tax Assessor/Collector
JoHelen Walker

101 E. Main Street Ste. 103
39759 Starkville, MS
662-323-1273
Fax: 662-338-1066
Date Printed: 4/27/2026

PPIN:	14650
PARCEL_ID:	159J-00-024.00
OWNERNAME:	CLAYTON VILLAGE DEVELOPMENT LLC ETA
ADDRESS1:	P O BOX 1215
ADDRESS2:	
CITY:	WEST POINT
STATE:	MS
ZIP:	39773
SECTION:	32
TOWNSHIP:	19N
RANGE:	15E
LEGAL1:	110°W X 140°N & S HWY 82 IN N2
LEGAL2:	CLAYTON VILLAGE
LEGAL3:	
TAX_DIST:	2110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	3000
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	3000
IMP_VAL1:	0
IMP_VAL2:	51360
TOTALVALUE:	54360
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	2013
DEED_PAGE:	4327
DEED_DATE:	7/23/2013
SITUS_ADDR:	0

EXHIBIT "B"

12900 MS Hwy 182

Employees	Hourly Rate	Hours Worked	Total	Equipment	Hourly Rate	Hours Used	Total
Theodis Weaver	\$ 22.40	17	\$ 380.80	Truck 61A	\$ 20.80	14	\$ 291.20
Javian Mobley	\$ 17.93	10	\$ 179.30	Truck 716	\$ 20.80	3.5	\$ 72.80
Kevin Young	\$ 17.93	3	\$ 53.79	Truck 702	\$ 20.80	10	\$ 208.00
Bobby Bardwell	\$ 19.03	17	\$ 323.51	Truck 195	\$ 20.80	10	\$ 208.00
Chris Black	\$ 37.82	3.5	\$ 132.37	Truck 75	\$ 20.80	10	\$ 208.00
Donnie Scales	\$ 19.90	7	\$ 139.30	Truck 61A	\$ 20.80	15	\$ 312.00
Kedesha Poe	\$ 19.03	14	\$ 266.42	Cat 312	\$ 25.00	17	\$ 425.00
Javier Clay	\$ 19.32	17	\$ 328.44	Cat 305	\$ 25.00	17	\$ 425.00
Marcus Hendrix	\$ 17.93	3	\$ 53.79	Truck 715	\$ 20.80	14	\$ 291.20
				Truck 713	\$ 20.80	1	\$ 20.80
Total Labor:	\$ 1,857.72						
Equipment Total:	\$ 2,462.00						
Dump Fees:	\$ 3,000.00						
Main Total:	\$ 7,319.72						



THE CITY OF STARKVILLE

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

NON-BINDING RESOLUTION TO ADOPT AND ALLOCATE FUNDS FOR AN OUTDOOR FITNESS COURT® AS PART OF THE 2026 NATIONAL FITNESS CAMPAIGN

At a meeting of the City of Starkville held on May 5, 2026 wherein the following action was taken:

WHEREAS, the City of Starkville has submitted a Nonbinding Grant Application to National Fitness Campaign (NFC) for participation in the 2026 initiative to install and activate outdoor Fitness Courts® in over 1000 municipalities and schools across the country, and;

WHEREAS, the City of Starkville will accept a Nonbinding \$30,000 National Grant from the NFC Grant Committee and Statewide Partners, and endeavors to provide a local funding confirmation in the amount of \$180,000 in compliance with the attached Grant Program Requirements to promote and implement a free-to-the-public outdoor Fitness Court®, and;

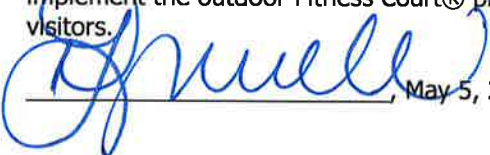
WHEREAS, the City of Starkville understands the scope of this project includes the installation of a concrete pad, as well as the assembly of the Fitness Court, both to be completed by separate vendors external to the National Fitness Campaign. Additional funding requirements for the concrete installation and Fitness Court assembly can be found on the attached Grant Program Requirement document provided by the National Fitness Campaign.

WHEREAS, the City of Starkville will endeavor to secure supplemental funding within 180 days from the NFC notice of award as needed through community sponsors, which will be made available and committed to this program for the purchase of the outdoor Fitness Court®. If additional funding is not secured the City is not bound to purchase and install the outdoor Fitness Court.

WHEREAS, the Starkville Board of Alderman believes joining the National Fitness Campaign is an important step in building a healthier community, commits to funding/fundraising to participate in NFC's 2026 Campaign, and will earn local and regional recognition as a leader in providing accessible health and wellness infrastructure and programs.

NOW THEREFORE:

BE IT RESOLVED, that the City of Starkville Board of Alderman will accept a Nonbinding \$30,000 Grant from National Fitness Campaign and collaborate with them to join the National Fitness Campaign, implement the outdoor Fitness Court® program, and make fitness free for community residents and visitors.


_____, May 5, 2026



April 27, 2026

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

**RE: STARKVILLE MASTER SERVICES AGREEMENT – TASK ORDER #7
EAST LEE BLVD- TOPOGRAPHIC and RIGHT-OF-WAY SURVEY**

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services as defined in Exhibit A, Scope of Services, for the above-referenced project. NSI proposes to perform these services for an hourly, not-to-exceed fee of \$14,000.00.

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

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

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

Sincerely,

NEEL-SCHAFFER, INC.

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

ACCEPTED: CITY OF STARKVILLE

BY:

DATE: 5/5/26

engineers | planners | surveyors | environmental scientists | landscape architects

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



EXHIBIT A
SCOPE OF SERVICES

GENERAL INFORMATION:

1. Survey limits will consist of the area shown below.
2. Scale shall be as large as possible to fit on 22 x 34 sheets.
3. Title block shall include name of client (owner); name, address, and registration number of Engineer/Surveyor; date and Engineer's/Surveyor's file number.
4. Hard copy of the original drawing, .pdf and/or a CD or email of the complete site survey with Neel-Schaffer, Inc. title block in AutoCAD 2025 format shall be provided.
5. Final survey shall bear the appropriate seal of the licensed individual responsible for the accuracy.

TOPOGRAPHIC SURVEY:

1. Location and description of a minimum of two horizontal/vertical control points/benchmarks.
2. Contours at 1-foot intervals. 3d Surface will be provided in the CAD file.
3. Spot elevations to be taken on an approximate 25'x 25' grid spacing. Spot grades will not be shown on the face of the plat, but data will be provided in the electronic CAD file. Raw point files can be provided upon request.
4. Drainage items to include but not limited to open gutter, culverts, pipes, inlets, swales and ditches with size, type and depth.
5. Location, elevation and type of:
 - a. Adjacent street/road, with centerline, shoulders, edge of pavement including sidewalks.
 - b. Curbs including points taken at back of curb, back of gutter and face of gutter.
 - c. Paving/Driveways, including turn-outs and intersection elevations between pavements and street at turn-outs, if any.
 - d. Buildings, slabs and/or paving and other improvements. Finish floor elevation to be provided at all accessible doorways located inside the project area.
 - e. Visible irrigation equipment.
 - f. Individual trees 6 inches diameter and greater with common name and size. Heavily wooded areas will be shown as a tree line.
 - g. Any other pertinent, visible, physical improvements lying within the survey limits as shown below to include but not limited to mailboxes, landscaping, fences, walls, poles, guy wires, signs, etc.
6. Location of all utilities within the specified boundaries as provided and located by MS 811 locate, local utility providers, observed evidence, past as-built plans, and/or local knowledge. The surveyor has no control of the representatives of MS 811 or its agents, and therefore makes no certifications, warranties, or guarantees as to the completeness or accuracies of the underground utilities, but only to the accuracies of the location of the markings as they relate to other mapping features located within the mapping limits. The surveyor will not dig to obtain the location of any utility. Any additional information that is not physically observable, such as size, depth, or material, will only be depicted on the survey if such information is provided to the surveyor by others.



**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.
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

EXHIBIT A
GENERAL TERMS AND CONDITIONS
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- 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.**



1447 Peachtree Street NE, Suite 850
Atlanta, GA 30309
Phone: 404.873.6730
www.tsw-design.com

Agreement – Lee Boulevard Complete Street Design

April 27, 2026

Tunnell, Spangler & Associates, Inc. d/b/a TSW (the Consultant) agrees to provide the City of Starkville, MS (the Client) the following professional on-call services associated with the Lee Boulevard Complete Street Design in Starkville, MS (the Project), and the Client contracts for such services and agrees to pay for them according to the fees, terms, and conditions set forth herein (the Agreement).

The Client and Tunnell, Spangler & Associates, Inc. d/b/a TSW are independent parties and nothing in this Agreement constitutes either party as the employer, principal, or partner of or joint venture with the other party. Neither the Client nor the Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

SERVICES

The Consultant will provide the following services (the Services):

SEE EXHIBIT A: SCOPE

EXCLUSIONS

The Consultant will not be responsible for the following services:

n/a

SERVICE ADJUSTMENTS

Both the Consultant and the Client hereby acknowledge that the Services specified in Section 1 above are subject to refinement. The Consultant and the Client may, at any time during the Agreement period (see Section 4 Schedule below), make changes to the Services and their technical provisions, as mutually agreed upon in writing. Client shall give Consultant email notification to proceed with work on specific tasks listed within the scope before Consultant proceeds with such work.

SCHEDULE

The full length of this Agreement (the Schedule) is as follows:

From the contract start date to July 31, 2026



FEES

The Consultant agrees to provide services included in this Agreement on an hourly basis at the rates listed below with a not-to exceed limit of \$29,560. Time spent based on design work, meetings, field visits, and any other tasks related to the project will be logged and billed at the agreed hourly rates. Expenses will be billed directly with no administrative markup.

TEAM MEMBER	HOURLY RATE
Adam Williamson, AICP, PLA, LEED AP <i>Principal-in-Charge</i>	\$230
Bert Kuyrkendall, PE, AICP <i>Project Manager</i>	\$185
Brandon Sutton, PLA <i>Transportation Designer</i>	\$145
Rajith Kedarisetty <i>Transportation Designer</i>	\$100

TASK	ESTIMATED FEE
1. Project Administration	\$4,150
2. Field Review and Area Plan	\$5,740
3. Concept Plan	\$7,765
4. Schematic Design	\$12,305
TOTAL	\$29,960

RESERVATION OF RIGHTS

All rights not expressly granted hereunder are reserved by the Consultant, including but not limited to all rights to sketches, comps, or other preliminary materials. See Section 7 Copyrights below.



COPYRIGHTS

Both the Client and the Consultant will hold joint copyright ownership of all work products, including but not limited to designs, reports, data, and other deliverables created during the course of this project. This shared ownership applies during and after the production process.

PERMISSIONS AND RELEASES

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Services at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

BILLING AND PAYMENT POLICIES

In contracting with the Consultant, the Client warrants that sufficient funds are available to compensate the Consultant for work performed during the next billing cycle based on the agreed hourly rate. These funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments.

The Consultant will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 calendar days after their invoice date. The Client must notify the Consultant of any dispute regarding invoices received within seven calendar days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts.

Account delinquency longer than 60 calendar days will result in the stoppage of work by the Consultant and any subconsultants. Seven calendar days' notice must be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases, additional fees may be required to stop and start work because of account delinquency.

TERMINATION

This Agreement may be terminated for cause upon seven calendar days' written notice, as follows:

The Client may terminate for their sole convenience.



The Client may terminate in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Consultant.

The Client or Consultant may terminate for failure of the other party to perform substantially in accordance with the terms and conditions of this Agreement.

The Consultant may terminate if the project is suspended for more than 90 calendar days.

When this Agreement is terminated, the Client shall reimburse the Consultant for work actually and properly performed by the Consultant up to the date of termination.

The Client has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Consultant.

DISPUTE RESOLUTION

Mediation

If a dispute arises between the parties to this Agreement, the Client and the Consultant agree that the dispute will be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines before resolution of the matter by mediation or by binding dispute resolution.

The Client and the Consultant will endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A request for mediation must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrent with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of 60 calendar days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 13.A, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.



The parties will share the mediator's fee and any filing fees equally. The mediation must be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution will be Arbitration as specified in Section 13.B below.

Arbitration

If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute, or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation will be subject to arbitration, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A demand for arbitration must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration may not be made earlier than concurrently with the filing of a request for mediation, but in no event may it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration will constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

The award rendered by the arbitrator(s) will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

Consolidation or Joinder

Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law



or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity will not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

The Consultant and Client grant to any person or entity made a party to an arbitration conducted under this Section 13 Dispute Resolution, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 13 Dispute Resolution will survive the termination of this Agreement.

MISCELLANEOUS

This Agreement is governed by the law of the place where the Project is located.

The undersigned agrees to the terms of this Agreement on behalf of their organization or business.

Bert Kuyrkendall

Tunnell, Spangler & Associates, Inc.
d/b/a TSW by Bert Kuyrkendall

5/6/26

Date

City of Starkville, MS

5/5/26

Date



EXHIBIT A: SCOPE

Scope of Work: Lee Boulevard Complete Street Design

This scope of work outlines a planning and schematic design effort to transform Lee Boulevard into a safe, comfortable, and inviting multimodal corridor connecting residential areas to the Mississippi State University campus. The project will emphasize improved conditions for walking, bicycling, and other micromobility means, while maintaining appropriate vehicular access. The resulting plans, graphics, and cost estimates will support a competitive application for Transportation Alternatives Program (TAP) funding for final design and construction.

1. Project Administration

- Conduct project kickoff meeting with the City of Starkville and Mississippi State University
- Establish project schedule details, milestones, and communication protocols
- Provide progress updates and bi-weekly review meetings at key project milestones
- Manage project deliverables and quality control

2. Field Review and Area Plan

a. Area Mobility Plan

- Evaluate existing and potential connections to Lee Boulevard from surrounding neighborhoods, apartments, local school and university campus destinations
- Identify barriers and gaps in pedestrian, bicycle, and micromobility access
- Prepare an Area Connectivity Plan illustrating recommended routes, linkages, and access improvements

b. Site Walking Tour with Client



- Conduct field review of the corridor from pedestrian plaza at the YMCA Building to Hwy 182
- Document existing conditions including sidewalks, crossings, bicycle accommodations, transit stops, and roadway geometry
- Perform field measurements to inform planning and design (no topographic survey included)

c. Design Charrette

- Facilitate an interactive design workshop with project stakeholders
- Review opportunities, constraints, and corridor priorities
- Develop consensus on preferred multimodal strategies and key connections
- Create sketch plan scenarios for the corridor

3. Concept Plan

Develop conceptual design alternatives for the Lee Boulevard corridor

a. Concept Mapping and Precedents

- Prepare plan-view concept alternatives with typical street sections
- Illustrate potential configurations for travel lanes, bicycle facilities, sidewalks, transit stops, and streetscape elements
- Include precedent imagery to communicate design intent and character

b. Planning-Level Cost Estimates

- Develop high-level cost estimates for each concept alternative

c. Scenario Analysis and Selection

- Evaluate alternatives based on safety, feasibility, cost, and user experience
- Facilitate stakeholder review and selection of a preferred concept



4. Schematic Design

Advance the preferred concept into a detailed schematic design for the full corridor

a. Plan View Schematic Design

- Prepare schematic-level plan drawings in CAD for Lee Boulevard
- Include:
 - Final long-term design concept
 - Short-term / quick-build implementation option
 - Hardscape elements (sidewalks, crossings, curb extensions, etc.)
 - Traffic striping and lane configurations
 - Landscape and streetscape elements

b. Construction Cost Estimate

- Develop an opinion of probable construction cost based on the schematic design

c. Plan Graphics and Visualization

- Produce high-quality graphics to support communication and funding applications, including:
 - Colorized plan view exhibit
 - Two photorealistic street-level renderings illustrating proposed improvements

d. Implementation Plan and Phasing

- Develop a phased implementation strategy identifying:
 - Near-term / quick-build improvements
 - Longer-term capital improvements
 - Potential funding alignment, including TAP grant readiness

8. CONSIDERATION OF APPROVING TASK ORDER NO. 6 FOR NEEL SCHAFFER, INC. FOR A TOPOGRAPHICAL SURVEY OF JACKSON ST IN AN HOURLY, NOT-TO-EXCEED AMOUNT OF \$10,500.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval of task order no. 6 for Neel Schaffer, Inc. for a topographical survey of Jackson St in an hourly, not-to-exceed amount of \$10,500.00” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVING THE SUMMARY CHANGE ORDER FOR THE SUDDUTH BUS STOP PROJECT IN THE AMOUNT OF \$425.00 WITH GROUNDSTONE CONSTRUCTION, LLC.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the summary change order for the Sudduth bus stop project in the amount of \$425.00 with Groundstone Construction, LLC” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF APPROVING RIGHT OF WAY TECHNOLOGY, INC’S PROPOSAL FOR RIGHT OF WAY SERVICES FOR THE SPRING STREET NORTH PHASE 3 TA PROJECT FOR THE NOT TO EXCEED THE AMOUNT OF \$28,000.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval of Right of Way Technology, Inc’s proposal for right of way services for the Spring Street North phase 3 TA project for the not to exceed the amount of \$28,000” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF APPROVING THE SOLE SOURCE QUOTE FROM PRECISION CONCRETE CUTTING IN AN AMOUNT NOT TO EXCEED \$30,000 TO REMOVE SIDEWALK TRIP HAZARDS FROM JACKSON STREET, MONTGOMERY STREET, GREENSBORO STREET, AND WHITFIELD STREET.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the sole source quote from Precision Concrete cutting in an amount not to exceed \$30,000 to remove sidewalk trip hazards from Jackson Street, Montgomery Street, Greensboro Street, and Whitfield Street” is enumerated, this consent item is thereby approved.



April 27, 2026

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

**RE: STARKVILLE MASTER SERVICES AGREEMENT – TASK ORDER #6
JACKSON ST. AND LAMPKIN ST.- TOPOGRAPHIC and RIGHT-OF-WAY SURVEY**

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services as defined in Exhibit A, Scope of Services, for the above-referenced project. NSI proposes to perform these services for an hourly, not-to-exceed fee of \$10,500.00.

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

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

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

Sincerely,

NEEL-SCHAFFER, INC.

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

ACCEPTED: CITY OF STARKVILLE

BY:

DATE:

5/5/26

engineers | planners | surveyors | environmental scientists | landscape architects

P: 662.268.7966 | F: 662.268.7961

101 West Lampkin Street
Starkville, MS 39759

www.neel-schaffer.com



EXHIBIT A
SCOPE OF SERVICES

GENERAL INFORMATION:

1. Survey limits will consist of the area shown below.
2. Scale shall be as large as possible to fit on 22 x 34 sheets.
3. Title block shall include name of client (owner); name, address, and registration number of Engineer/Surveyor; date and Engineer's/Surveyor's file number.
4. Hard copy of the original drawing, .pdf and/or a CD or email of the complete site survey with Neel-Schaffer, Inc. title block in AutoCAD 2025 format shall be provided.
5. Final survey shall bear the appropriate seal of the licensed individual responsible for the accuracy.

TOPOGRAPHIC SURVEY:

1. Location and description of a minimum of two horizontal/vertical control points/benchmarks.
2. Contours at 1-foot intervals. 3d Surface will be provided in the CAD file.
3. Spot elevations to be taken on an approximate 25'x 25' grid spacing. Spot grades will not be shown on the face of the plat, but data will be provided in the electronic CAD file. Raw point files can be provided upon request.
4. Drainage items to include but not limited to open gutter, culverts, pipes, inlets, swales and ditches with size, type and depth.
5. Location, elevation and type of:
 - a. Adjacent street/road, with centerline, shoulders, edge of pavement including sidewalks.
 - b. Curbs including points taken at back of curb, back of gutter and face of gutter.
 - c. Paving/Driveways, including turn-outs and intersection elevations between pavements and street at turn-outs, if any.
 - d. Buildings, slabs and/or paving and other improvements. Finish floor elevation to be provided at all accessible doorways located inside the project area.
 - e. Visible irrigation equipment.
 - f. Individual trees 6 inches diameter and greater with common name and size. Heavily wooded areas will be shown as a tree line.
 - g. Any other pertinent, visible, physical improvements lying within the survey limits as shown below to include but not limited to mailboxes, landscaping, fences, walls, poles, guy wires, signs, etc.
6. Location of all utilities within the specified boundaries as provided and located by MS 811 locate, local utility providers, observed evidence, past as-built plans, and/or local knowledge. The surveyor has no control of the representatives of MS 811 or its agents, and therefore makes no certifications, warranties, or guarantees as to the completeness or accuracies of the underground utilities, but only to the accuracies of the location of the markings as they relate to other mapping features located within the mapping limits. The surveyor will not dig to obtain the location of any utility. Any additional information that is not physically observable, such as size, depth, or material, will only be depicted on the survey if such information is provided to the surveyor by others.



RIGHT-OF-WAY SURVEY:

Neel-Schaffer, Inc. will establish right-of-way lines throughout the project area utilizing the Official Map of the City of Starkville, subdivision plats and deed research. Side lines of private property that join and lie adjacent to the right-of-way will be established by survey. Current owners/parcel numbers will be labeled per tax records. This scope of work does not include individual boundary surveys of the entire parcels lying inside or touching the project area.

SURVEY LIMITS:



**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.
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

CHANGE ORDER NO.: 1 (Summary)

Owner: **City of Starkville, MS**
 Engineer: City of Starkville – Stephen Kachelman
 Contractor: Groundstone Construction, LLC
 Project: Sudduth Bus Stop
 Contract Name: Sudduth Bus Stop
 Date Issued: 4/28/26

Owner's Project No.: 25056
 Engineer's Project No.: 25056
 Contractor's Project No.:

Effective Date of Change Order: 5/6/26

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

Description:

Final quantity adjustments. Additional curb replacement.

Attachments:

See attached quantity adjustments and calendar day breakdowns.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>\$38,400.00</u>	Original Contract Times: 30 calendar days Substantial Completion: <u>4/14/26</u> Ready for final payment: _____
Contract amount changes from previously approved Change Orders: \$ <u>\$0.00</u>	Calendar day changes from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: _____
Contract Price prior to this Change Order: \$ <u>\$38,400.00</u>	Contract Times prior to this Change Order: 30 calendar days Substantial Completion: <u>4/14/26</u> Ready for final payment: _____
Increase this Change Order: \$ <u>\$425.00</u>	Increase this Change Order: 0 calendar days Substantial Completion: <u>4/14/26</u> Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>\$38,825.00</u>	Contract Times with all approved Change Orders: 30 calendar day Substantial Completion: <u>4/14/26</u> Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: *Stephen Kachelman*
 Title: Engineer
 Date: 4/28/26

By: *Stuart Smith*
 Title: Member MGR
 Date: 4/28/26

By: *[Signature]*
 Title: Mayor
 Date: 5/5/26

Authorized by Owner

Estimate Worksheet

Estimate Number: 463-1
 Estimate Period Ending Date: 4/16/26

Prime Contract GroundStone Construction LLC.
 5227 Artesia Road
 Starkville, MS 39759

Owner: The City of Starkville
 City Hall, 110 West Main Street
 Starkville, MS 39759

Project #: 25056
 Project Title: City of Starkville - Sudduth Bus Stop
 Our Job #: 463
 % Complete: 100.00%

Pay Item	Description	Contract		Previous		Current		Allowed		Unit of		Amount
		Quantity	Quantity	Quantity	Quantity	to Date	Measure	Unit Price	Amount			
1	Saw Cut For Demolition	190.000	0.000	0.000	190.000	190.000	LF	\$ 15.00	\$ 2,850.00			
2	Clearing and Grubbing	1.000	0.000	0.000	1.000	1.000	LS	\$ 500.00	\$ 500.00			
3	Removal of Curb & Gutter	150.000	0.000	0.000	150.000	150.000	LF	\$ 15.00	\$ 2,250.00			
4	Size 610 Crushed Stone Base	15.000	0.000	0.000	15.000	15.000	TONS	\$ 75.00	\$ 1,125.00			
5	Concrete Sidewalk with ADA Ramps	105.000	0.000	0.000	105.000	105.000	SY	\$ 120.00	\$ 12,600.00			
6	Brick Pavers	40.000	0.000	0.000	40.000	40.000	SF	\$ 45.00	\$ 1,800.00			
7	Concrete Combination Curb & Gutter	170.000	0.000	0.000	170.000	170.000	LF	\$ 42.50	\$ 7,225.00			
8	6" Integral Header Curb	14.000	0.000	0.000	14.000	14.000	LF	\$ 15.00	\$ 210.00			
9	Detectable Warning Panel	36.000	0.000	0.000	36.000	36.000	SF	\$ 40.00	\$ 1,440.00			
10	Select Fill, MDOT Borrow Excavation	18.000	0.000	0.000	18.000	18.000	CY	\$ 50.00	\$ 900.00			
11	Remove and Replace Stop Sign	1.000	0.000	0.000	1.000	1.000	EA	\$ 300.00	\$ 300.00			
12	Modify Existing Inlet	1.000	0.000	0.000	1.000	1.000	EA	\$ 3,500.00	\$ 3,500.00			
13	Maintenance of Traffic	1.000	0.000	0.000	1.000	1.000	LS	\$ 500.00	\$ 500.00			
14	Solid Sod	40.000	0.000	0.000	40.000	40.000	SY	\$ 20.00	\$ 800.00			
15	Mobilization	1.000	0.000	0.000	1.000	1.000	LS	\$ 500.00	\$ 500.00			
ADD ALT. 1		4.000	0.000	0.000	4.000	4.000	EA	\$ 475.00	\$ 1,900.00			
16	Install Bike Racks											
									Estimate Total:	\$ 38,400.00		

Other Additions / Deductions:

QTY	UNIT	UNIT PRICE	TOTAL
10	LF	\$ 42.50	\$ 425.00
0	SF	\$ -	\$ -
Other Additions / Deductions Total:			\$ 425.00

NOTES:

Current Retainage	\$ -
Previous Retainage	\$ -
Retainage this Estimate	\$ -
Estimate Total:	\$ 38,400.00
0.00% Retainage:	\$ -
0.00% Tax & Bond:	\$ -
Subtotal:	\$ 38,400.00
Other Addition/Deduction:	\$ 425.00
LESS-Previous Payments:	\$ -
Total Due this Estimate:	\$ 38,825.00



3191 N. Canyon Road Provo, UT 84604
P: (801) 224-0025 F: (801) 224-0062
www.SafeSidewalks.com

April 14, 2026

Cody A. Burnett, PE, CFM
City Engineer | Starkville, MS
662-323-2525 X 3123
c.burnett@cityofstarkville.org

RE: Sole Source Information

To Whom It May Concern:

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark Office. In total, we've received 9 total patents regarding potential tripping risk removal services, ranging from techniques/methods, dust abatement, to measuring tools and methods.

Precision Concrete Cutting is the only company authorized to use the patented equipment and method for removing sidewalk trip risks as described by the following patent numbers:

Previous Patents

U.S. Pat. No. 6,827,074
U.S. Pat. No. 7,000,606
U.S. Pat. No. 7,143,760
U.S. Pat. No. 7,201,644
U.S. Pat. No. 7,402,095

Current & Pending Patents

U.S. Pat. No. 6,896,604
U.S. Pat. No. 9,759,559
U.S. Pat. No. 9,494,407
U.S. Application Pat. No. 16/670,737

If you have any questions or comments, please feel free to give me a call.

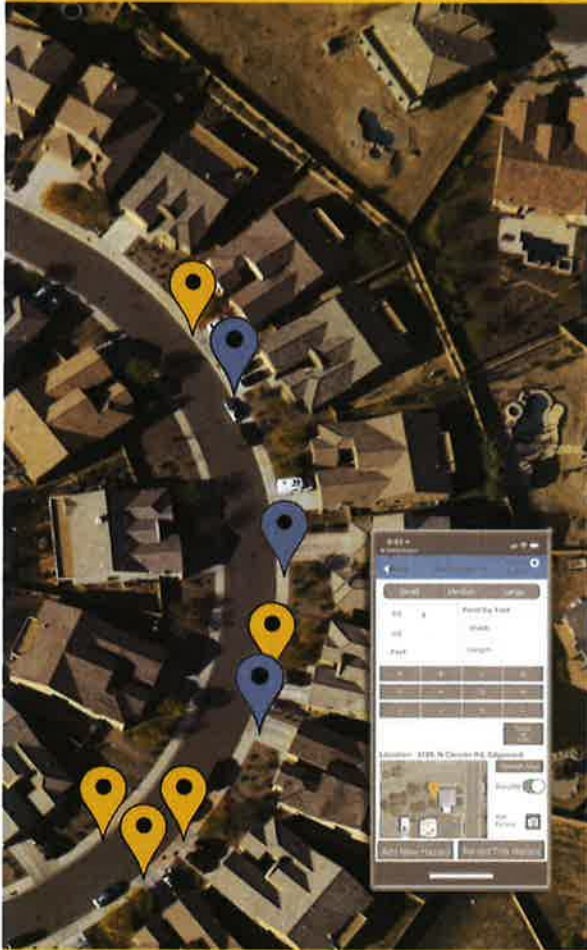
Kind Regards,

Aaron Ollivier, CEO
Precision Concrete Cutting
3191 N. Canyon Rd
Provo, Utah 84604
(801) 373-6060





CITY OF STARKVILLE PHASE 2



WE MAKE SIDEWALKS SAFE.

PREPARED FOR:
Cody Burnett
City Engineer

SUBMITTED BY:
Ron LeBouef
April 27, 2026

COVER LETTER

Precision Concrete Cutting (PCC) uses proprietary and patented cutting technology to repair trip hazards created by changes in level on sidewalk panels. Our horizontal saw cutting equipment and technique allow us to reach both ends of the sidewalk without damaging the adjacent slabs, retaining walls, sprinkler heads, landscaping, or anything else surrounding the walkway, resulting in a very high-quality repair. This unique approach has afforded communities all over the country the ability to minimize liability and improve safety and aesthetics in their neighborhoods at more reasonable rates than conventional alternatives.

As requested, PCC visited the designated locations at Montgomery, Jackson, Louisville, Greensboro, and Whitfield streets to survey the sidewalks to identify hazards that create trip and fall liabilities. An inventory of these items was conducted using the specifications of The Americans with Disabilities Act (ADA), to calculate both the number and size of hazards in this area. Hazards .25”–2” are included in this proposal.

Overall, PCC inspected and identified 246 trip hazards that can be repaired using our applications. This location is ideal for our repair method and is prime for capitalizing on cost savings. This service will allow City of Starkville to mitigate risk and liability before an incident occurs in this area, at a minimal cost.

Our service includes a detailed, auditable report of every hazard repaired, so the customer's efforts to maintain safe sidewalks are well documented. This can be submitted to the insurance company, which will often provide lower rates or “credits” for locations with proactive programs in place to reduce liabilities.



The information in this proposal is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

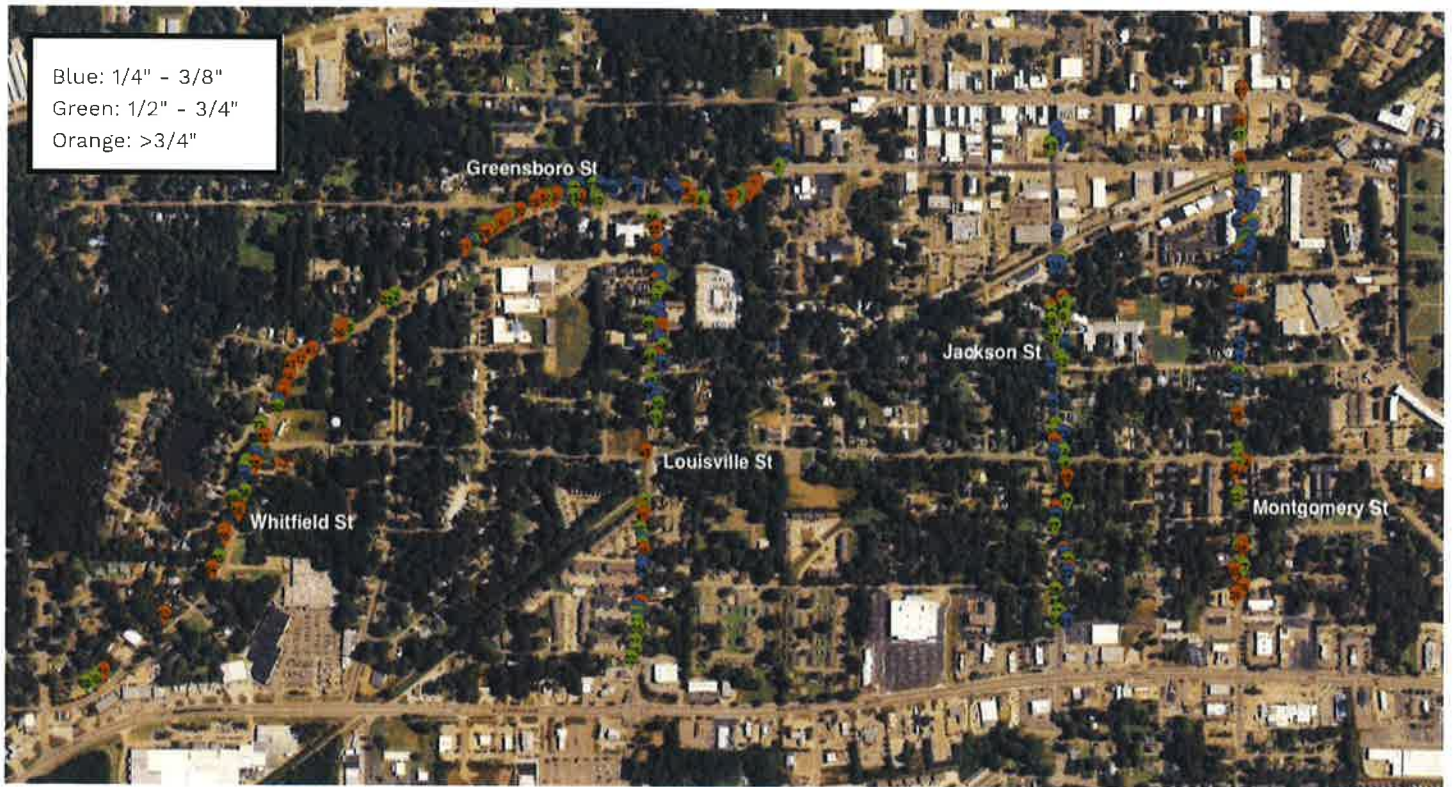
CITY OF STARKVILLE SIDEWALK REPAIR PROJECT

Removal of Concrete Trip Hazards measuring .25"-2" in the designated areas at Montgomery, Jackson, Louisville, Greensboro, and Whitfield Streets, Starkville.

Areas designated by Cody Burnett, City Engineer.

	Montgomery St	Jackson St	Louisville St	Greensboro/Whitfield St	TOTAL
Total Repairs	60	44	53	89	246
Total Lineal Feet	239	193	202	373	1007
Total Inch Feet	80	66.81	61.5	194.63	402.94
Total Cost	\$4,560.00	\$3,808.31	\$3,505.50	\$11,093.63	\$22,967.44

Notes: This quote is valid for 30 days after submission.



The information in this proposal is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

COST SAVINGS

Total cost using Precision Concrete Cutting is \$22,967.44.

Based on an average panel size and an estimated replacement cost, we estimate the cost to remove and replace 246 trip hazards (approx. 8,856 square feet) is \$132,840.00.

Total savings using PCC's method is \$109,872.56 or 83%.

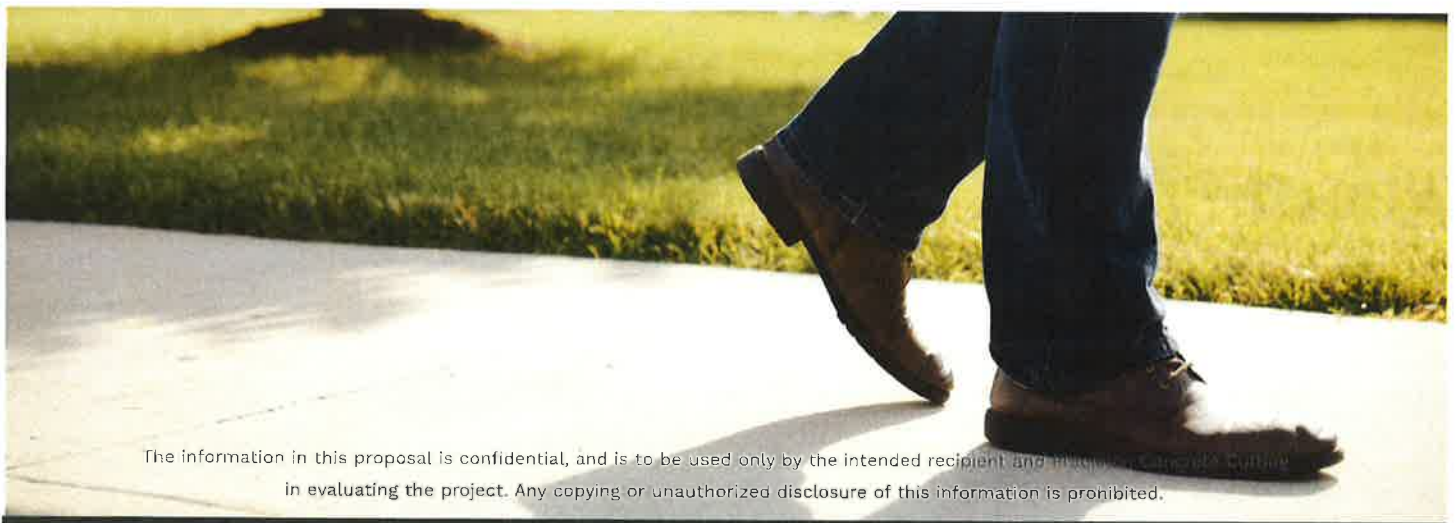
PROJECT SUMMARY

Total Repairs	246
Cost Using R & R	\$132,840.00
Cost Savings with PCC	\$109,872.56

COST USING PCC \$22,967.44

SPECIFICS & TIMELINE

- PCC can perform this project, repairing 246 sidewalk panels in approximately 5-6 working days (pending weather conditions).
- Each repair performed by PCC will result in a precise 1:12 slope ratio finish, exceeding ADA specifications.
- During project execution, PCC requires no heavy equipment or traffic control, allowing the sidewalks to stay in service.
- All debris and waste will be removed and recycled by PCC.



The information in this proposal is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

ABOUT PRECISION CONCRETE CUTTING OF LA & MS

In 1992, the company founder opened a small Trip Hazard Removal business in Provo, Utah. Over time he became frustrated with the poor results from conventional grinding methods, and began looking for a better way.

Over the next decade the company founder designed several unique machines that used different techniques instead of grinding. Precision Concrete Cutting has received six patents from the U.S. Patent and Trademark Office and continues to innovate. The company has grown to become a nation-wide group of **Sidewalk Asset Management Specialists** that have surveyed and repaired millions of miles of sidewalk throughout North America.

Our goal is to provide you with the data and expertise to stretch your budget, reduce liability and bring your sidewalks back into ADA compliance.

ADA COMPLIANCE

The Americans with Disabilities Act (ADA) of 1990 defines a 'trip hazard' as any vertical change of over 1/4 inch or more at any joint or crack. Since the ADA demands strict compliance, trip hazards represent a legal liability to our clients.

Our patented saw-cutting technology completely and cleanly removes trip hazards from sidewalks, virtually eliminating claims that result from trip and fall incidents on uneven sidewalk. By having Precision Concrete Cutting remove their trip hazards, our clients reduce their legal liability using the most efficient and cost effective method available.

- Each offset will be tapered according to the specifications requested by the client and will have a smooth, uniform appearance and texture.
- The raised sidewalk will be cut from edge to edge and brought to a zero point of differential settlement, completely eliminating the trip hazard.

PCC delivers safe sidewalks every time. Our service, unlike other approaches, accurately measures each offset to ensure that we achieve the slope requested by our customers. The only alternative available to achieve ADA compliance (if done correctly) is removal and replacement, which is costly, disruptive, and time consuming.

The information in this proposal is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

PROPOSAL SIGN-OFF

Precision Concrete Cutting of LA & MS proposes to complete the sidewalk repair project and/or service contract outlined in this proposal for an all-inclusive fee of \$22,967.44. This includes project management, equipment, materials, labor, scheduling, supervision, and quality assurance.

This proposal provides a firm fixed price, which will not be exceeded given the scope of work specified and selected above. Work must be eligible to start within 30 days of signed authorization date.

Additional charges will be included if changes are made to the project scope once this document has been signed.

The undersigned acknowledges the above explanation of our pricing of work and that he/she is legally authorized to engage Precision Concrete Cutting of LA & MS to deliver designated work.

 SIGNATURE
Ron LeBouef

 SIGNATURE
Cody Burnett

Ron LeBouef
Precision Concrete Cutting of LA & MS

Cody Burnett
City of Starkville



The information in this proposal is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

12. REQUEST AUTHORIZATION TO HIRE EDWARD CLINE KEMP, JR. AS STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT’S (SOCSD) 21ST CENTURY COMMUNITY LEARNING CENTER (21ST CCLC) GRANT INTERN IN THE AIRPORT DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Edward Cline Kemp, Jr. as Starkville Oktibbeha Consolidated School District’s (SOCSD) 21st century community learning center (21st CCLC) grant intern in the Airport Department” is enumerated, this consent item is thereby approved.

13. REQUEST AUTHORIZATION TO HIRE LOGAN WYATT KRONER AS STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT’S (SOCSD) 21ST CENTURY COMMUNITY LEARNING CENTER (21ST CCLC) GRANT INTERN IN THE FIRE DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Logan Wyatt Kroner as Starkville Oktibbeha Consolidated School District’s (SOCSD) 21st century community learning center (21st CCLC) grant intern in the Fire Department” is enumerated, this consent item is thereby approved.

14. REQUEST AUTHORIZATION TO HIRE SHONICE OSWALT AS INTERN – HUMAN RESOURCES AND KYLIE TUGGLE AND JAYLA A. EVANS AS STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT’S (SOCSD) 21ST CENTURY COMMUNITY LEARNING CENTER (21ST CCLC) GRANT INTERNS IN THE HUMAN RESOURCES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Shonice Oswalt as intern – Human Resources and Kylie Tuggle and Jayla A. Evans as Starkville Oktibbeha Consolidated School District’s (SOCSD) 21st century community learning center (21st CCLC) grant intern in the Human Resources Department” is enumerated, this consent item is thereby approved.

15. REQUEST AUTHORIZATION TO HIRE CARSON SITTON AS POLICE OFFICER – PRE ACADEMY AND ROGER RODEHEAVER AS CODE ENFORCEMENT 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 May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Carson Sitton as Police Officer – pre academy and Roger Rodeheaver as code enforcement officer in the Starkville Police Department” is enumerated, this consent item is thereby approved.

16. REQUEST AUTHORIZATION TO HIRE ZAYVION HARRIS AND ROBERT DUNN, III AS STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT'S (SOCSD) 21ST CENTURY COMMUNITY LEARNING CENTER (21ST CCLC) GRANT INTERNS IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Zayvion Harris and Robert Dunn, III as Starkville Oktibbeha Consolidated School District’s (SOCSD) 21st century community learning center (21st CCLC) grant intern in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE DALLAS GILLESPIE AS STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT'S (SOCSD) 21ST CENTURY COMMUNITY LEARNING CENTER (21ST CCLC) GRANT INTERN IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Dallas Gillespie as Starkville Oktibbeha Consolidated School District’s (SOCSD) 21st century community learning center (21st CCLC) grant intern in the Municipal Court Department” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO PROMOTE JACK MILES TO CHIEF WATER TREATMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval to promote Jack Miles to Chief Water Treatment Operator in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO HIRE TIFFINI ALLEN AS WASTEWATER TREATMENT OPERATOR CLASS I IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Tiffini Allen as Wastewater Treatment Operator Class I in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO APPROVE THE LOWEST QUOTE OF \$15,750.00 FROM PYRO SHOWS, INC FOR THE JULY 4TH COMMUNITY CELEBRATION AT CORNERSTONE PARK.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval to approve the lowest quote of \$15,750.00 from Pyro Shows, Inc for the July 4th community celebration at Cornerstone Park” is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF APPROVING THE SOLE SOURCE QUOTE FROM PRECISION CONCRETE CUTTING IN AN AMOUNT \$5,924.44 TO REMOVE SIDEWALK TRIP HAZARDS AT THE CORNERSTONE SPORTS FACILITY.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the sole source quote from Precision Concrete cutting in an amount \$5,924.44 to remove sidewalk trip hazards at the Cornerstone Sports Facility” is enumerated, this consent item is thereby approved.

22. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM RELIABILITY POINT IN THE AMOUNT OF \$14,638.21 FOR A 1200 FT CABLE FOR THE CCTV SYSTEM.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the sole source quote from Reliability Point in the amount of \$14,638.21 for a 1200 ft cable for the CCTV System” is enumerated, this consent item is thereby approved.

23. REQUEST AUTHORIZATION TO REJECT ALL BIDS FOR CONSTRUCTION OF WELL NO. 9 AND READVERTISE.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval to reject all bids for construction of well no. 9 and readvertise” is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION FOR APPROVAL TO AMEND THE GRASS MAINTENANCE AGREEMENT FROM EVERYDAY LAND MANAGEMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval to amend the grass maintenance agreement from Everyday Land Management” is enumerated, this consent item is thereby approved.

Starkville 4th of July Fireworks

From Yalondra Valderrama Santana <ysantana@sportsfacilities.com>

Date Tue 4/14/2026 2:58 PM

To Greg Owen <gowen@sportsfacilities.com>

Howdy,

As part of the event planning process for the Starkville 4th of July Celebration, I contacted multiple fireworks vendors to request quotes for the 15-minute fireworks show. Each vendor was asked to confirm their availability for July 4th and provide pricing based on the same shell size quantities listed below. These shell size specifications were based on the fireworks show used for last year's event

MAIN BODY

SHELL SIZE	DEVICE	QUANTITY	TOTAL
210 x .5"	Cakes	1	210
300 x .75"	Cakes	1	300
250 x 1.0"	Cakes	1	250
90 x 1.25"	Cakes	1	90
100 x 1.25"	Cakes	6	600
150 x 1.25"	Cakes	1	150
3"	Aerial Shells	180	180
4"	Aerial Shells	120	120
5"	Aerial Shells	48	48
MAIN BODY DEVICE TOTAL			1,948

FINALE

SHELL SIZE	DEVICE	QUANTITY	TOTAL
50 x 2.0"	Cakes	2	100
3"	Aerial Shells	120	120
TOTAL FINALE DEVICES			420

TOTAL DEVICE COUNT - MAIN BODY AND FINALE **2,368**

This approach ensured that all quotes were based on the same specifications, allowing for a fair comparison of pricing, availability, and overall value for the event.

Firework vendors contacted to request a quote for the July 4th fireworks show at Cornerstone were:

Pyro Shows

POC: Daniel Terry, Show Director

E-Mail: D.Terry@pyroshows.com

Phone Number: 423-352-0024 (office) & 423-494-7599 (mobile)

Contact Date & Method: February 9 and 18, by e-mail

Respond: Vendor is available for July 4th and we receive the quote on February 19

Astro Magic FX

E-Mail: service@astromagicfx.com

Phone Number: 573-970-7007

Contact Date & Method: February 18, 20 & March 10, by email and phone

Respond: No respond

Big Pop Fireworks

E-mail: bigpopfireworks@gmail.com

Phone Number: (601) 498-4235

Contact Date & Method: February 18, 19, 27, March 3, 4 and 10, by email and phone.

Respond: Spoke with David Chancellor and he agreed to send us a quote with all the information requested by March 6, but we never received it.

Casabella Pyrotechnics

POC: Tim Traphagan

E-Mail: tim@casapyro.com

Phone Number: 859-242-2426

Contact Date & Method: February 18, 20 & March 10, by email and phone

Respond: No respond

Pyro Productions

Phone Number: 866-535-PYRO

Contact Date & Method: February 18 & 20, by phone

Respond: Not available for July 4th

J&M Displays

Website: <https://www.jandmdisplays.com/contact-us.html>

Phone Number: 800-648-3890 & 319-394-3890

Contact Date & Method: February 18 & 20, March 10 by website and phone

Respond: Vendor contacted me on the week of March 16 and informed me that they only work with budgets of \$30,000+ for July 4th events

Thanks

Yalondra M. Valderrama Santana, CPRP, AFO

Assistant General Manager

Starkville Parks and Recreation / Cornerstone Sportsplex

THE SPORTS FACILITIES COMPANIES

MANAGEMENT | DEVELOPMENT | ADVISORY

Office: 662.323.2294 Ex. 3160

Cell: 254.975.0389

NOTE: The information contained in this E-mail is intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If



PYRO SHOWS, INC.
Contract Agreement

PAYMENT TERMS: City of Starkville, MS shall pay PYRO SHOWS:

Show Amount	<u>\$ 15,000.00</u>
Tariff Surcharge	<u>\$ 750.00</u>
Sales Tax (if applicable)	<u>\$ 0.00</u>
Total Contract Amount	<u>\$ 15,750.00</u>

Customer shall submit a **50% deposit (\$ 7,875.00)** upon return of the signed contract by **April 30, 2026**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

IMPORTANT: Checks must be made payable to **PYRO SHOWS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.


All the terms and conditions set forth in any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____ DATE: _____
Lansden E. Hill Jr., CEO -OR- Michael E. Walden, President

CUSTOMER

BY:  Lynn Spruill Mayor DATE: 5/5/26
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



Pyro Shows, Inc
 PO Box 1776
 LaFollette, TN 37766

Deposit Invoice

Date	S.O. Number
3/31/2026	26TN000384

Name / Address
City of Starkville 110 W Main Street Starkville, MS 39759

Project	P.O. No.	Show Date	Terms
	Independence 2026	7/4/2026	50% Dep w/Contract
Description	Deposit Due	Total	
Deposit Due per Contract Agreement - City of Starkville Independence Celebration 07/04/2026 Contract #26MS07-04C07-04C15000-000384 Total:\$15,750.00	7,875.00	7,875.00	
	0.00%	0.00	
We appreciate your prompt payment.		Total	\$7,875.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED Pyro Shows, Inc. PO Box 1776 115 North 1st Street La Follette TN 37766	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Texas Insurance Company		16543
	INSURER B: Continental Indemnity Company		28258
	INSURER C: Allianz Global Corporate & Specialty SE		7617
	INSURER D: HDI Specialty Insurance Company		16131
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1309776111

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	BESGLPTTN011501_171110_01	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BESCRMNTN011501_171110_01	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	25ABEX0199	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability #2	Y	Y	18HX3627	11/1/2025	11/1/2026	Each Occ Aggregate 5,000,000 Total Limits 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Excess policies are excess of both the general liability and automobile policies for total limits of \$10 million each.

Firework Display: July 4, 2026 Independence Day Celebration 9:00pm

Additional Insured: City of Starkville, MS.

CERTIFICATE HOLDER**CANCELLATION**

City of Starkville
 110 W Main Street
 Starkville MS 39759

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



3191 N. Canyon Road Provo, UT 84604
P: (801) 224-0025 F: (801) 224-0062
www.SafeSidewalks.com

April 14, 2026

Cody A. Burnett, PE, CFM
City Engineer | Starkville, MS
662-323-2525 X 3123
c.burnett@cityofstarkville.org

RE: Sole Source Information

To Whom It May Concern:

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark Office. In total, we've received 9 total patents regarding potential tripping risk removal services, ranging from techniques/methods, dust abatement, to measuring tools and methods.

Precision Concrete Cutting is the only company authorized to use the patented equipment and method for removing sidewalk trip risks as described by the following patent numbers:

Previous Patents

U.S. Pat. No. 6,827,074
U.S. Pat. No. 7,000,606
U.S. Pat. No. 7,143,760
U.S. Pat. No. 7,201,644
U.S. Pat. No. 7,402,095

Current & Pending Patents

U.S. Pat. No. 6,896,604
U.S. Pat. No. 9,759,559
U.S. Pat. No. 9,494,407
U.S. Application Pat. No. 16/670,737

If you have any questions or comments, please feel free to give me a call.

Kind Regards,

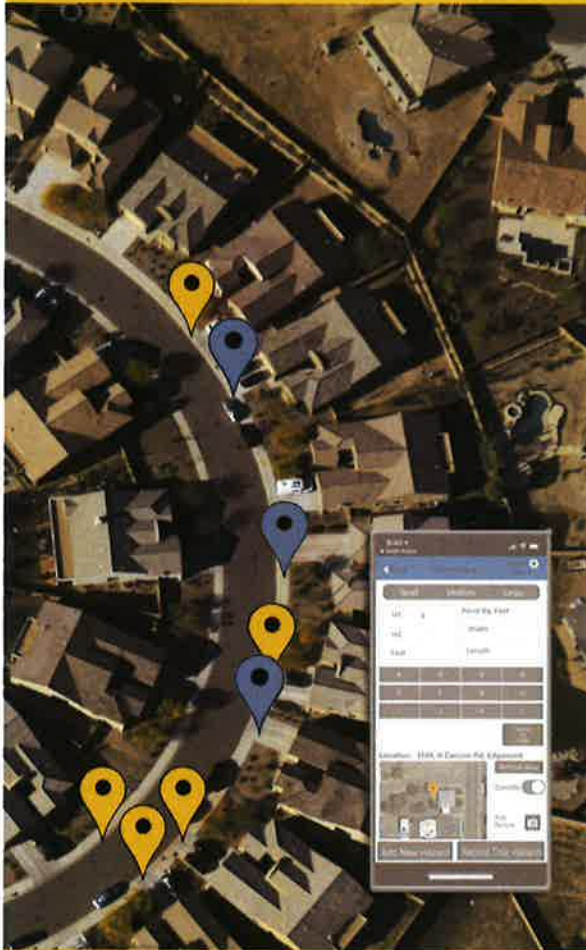
Aaron Ollivier, CEO
Precision Concrete Cutting
3191 N. Canyon Rd
Provo, Utah 84604
(801) 373-6060





CITY OF STARKVILLE

Cornerstone Sports Complex



WE MAKE SIDEWALKS SAFE.

PREPARED FOR:
Chris Williams
Director of Parks and Rec

SUBMITTED BY:
Ron LeBouef
April 28, 2026

COVER LETTER

Precision Concrete Cutting (PCC) uses proprietary and patented cutting technology to repair trip hazards created by changes in level on sidewalk panels. Our horizontal saw cutting equipment and technique allow us to reach both ends of the sidewalk without damaging the adjacent slabs, retaining walls, sprinkler heads, landscaping, or anything else surrounding the walkway, resulting in a very high-quality repair. This unique approach has afforded communities all over the country the ability to minimize liability and improve safety and aesthetics in their neighborhoods at more reasonable rates than conventional alternatives.

As requested, PCC visited the designated location at Cornerstone Sports Complex to survey the sidewalks to identify hazards that create trip and fall liabilities. An inventory of these items was conducted using the specifications of The Americans with Disabilities Act (ADA), to calculate both the number and size of hazards in this area. Hazards .25”-2” are included in this proposal.

Overall, PCC inspected and identified 38 trip hazards that can be repaired using our applications. This location is ideal for our repair method and is prime for capitalizing on cost savings. This service will allow City of Starkville to mitigate risk and liability before an incident occurs in this area, at a minimal cost.

Our service includes a detailed, auditable report of every hazard repaired, so the customer's efforts to maintain safe sidewalks are well documented. This can be submitted to the insurance company, which will often provide lower rates or “credits” for locations with proactive programs in place to reduce liabilities.



The information in this proposal is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

CITY OF STARKVILLE SIDEWALK REPAIR PROJECT CORNERSTONE SPORTS COMPLEX

Removal of Concrete Trip Hazards measuring .25"-2" in the designated areas at 222 Batters Blvd, Starkville, MS.

Areas designated by Chris Williams, Director of Parks and Rec.

Total Repairs	38
Total Lineal Feet	311
Total Inch Feet	103.94

TOTAL PRICE \$5,924.44

Notes: This quote is valid for 30 days after submission.



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COST SAVINGS

Total cost using Precision Concrete Cutting is \$5,924.44.

Based on an average panel size and an estimated replacement cost, we estimate the cost to remove and replace 38 trip hazards (approx. 1,824 square feet) is \$27,360.00.

Total savings using PCC's method is \$21,435.56 or 78%.

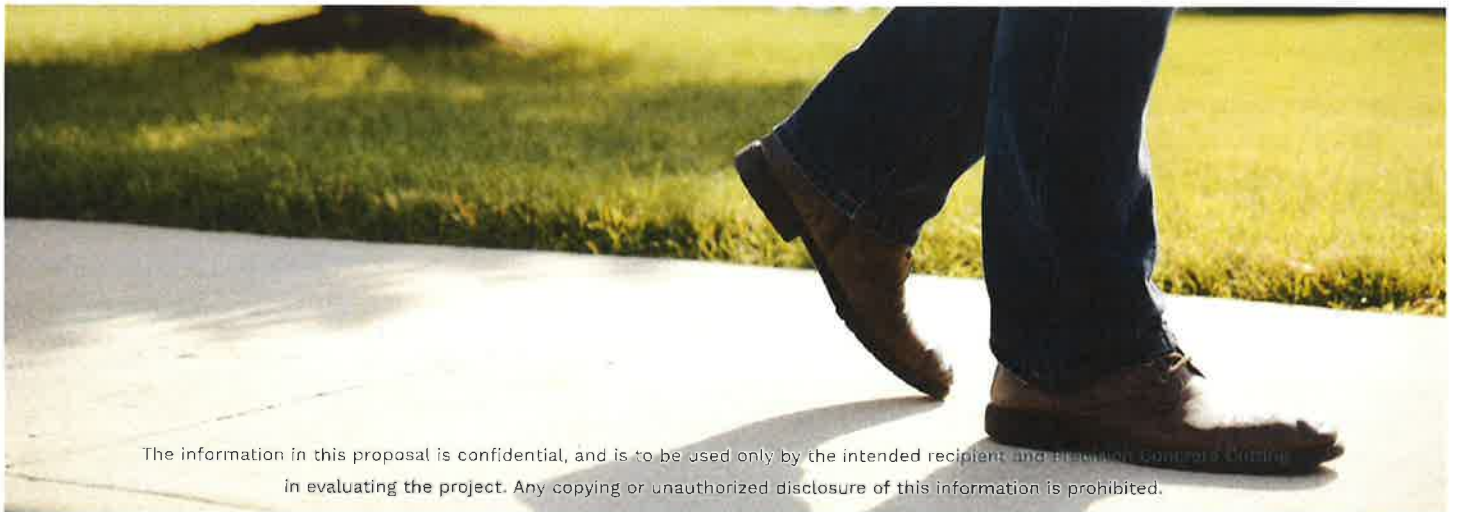
PROJECT SUMMARY

Total Repairs	38
Cost Using R & R	\$27,360.00
Cost Savings with PCC	\$21,435.56

COST USING PCC \$5,924.44

SPECIFICS & TIMELINE

- PCC can perform this project, repairing 38 sidewalk panels in approximately 1-2 working days (pending weather conditions).
- Each repair performed by PCC will result in a precise 1:12 slope ratio finish, exceeding ADA specifications.
- During project execution, PCC requires no heavy equipment or traffic control, allowing the sidewalks to stay in service.
- All debris and waste will be removed and recycled by PCC.



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Our goal is to provide you with the data and expertise to stretch your budget, reduce liability and bring your sidewalks back into ADA compliance.

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The Americans with Disabilities Act (ADA) of 1990 defines a 'trip hazard' as any vertical change of over 1/4 inch or more at any joint or crack. Since the ADA demands strict compliance, trip hazards represent a legal liability to our clients.

Our patented saw-cutting technology completely and cleanly removes trip hazards from sidewalks, virtually eliminating claims that result from trip and fall incidents on uneven sidewalk. By having Precision Concrete Cutting remove their trip hazards, our clients reduce their legal liability using the most efficient and cost effective method available.

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- The raised sidewalk will be cut from edge to edge and brought to a zero point of differential settlement, completely eliminating the trip hazard.

PCC delivers safe sidewalks every time. Our service, unlike other approaches, accurately measures each offset to ensure that we achieve the slope requested by our customers. The only alternative available to achieve ADA compliance (if done correctly) is removal and replacement, which is costly, disruptive, and time consuming.

The information in this proposal is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

PROPOSAL SIGN-OFF

Precision Concrete Cutting of LA & MS proposes to complete the sidewalk repair project and/or service contract outlined in this proposal for an all-inclusive fee of \$5,924.44. This includes project management, equipment, materials, labor, scheduling, supervision, and quality assurance.

This proposal provides a firm fixed price, which will not be exceeded given the scope of work specified and selected above. Work must be eligible to start within 30 days of signed authorization date.

Additional charges will be included if changes are made to the project scope once this document has been signed.

The undersigned acknowledges the above explanation of our pricing of work and that he/she is legally authorized to engage Precision Concrete Cutting of LA & MS to deliver designated work.

 SIGNATURE
Ron LeBouef

Ron LeBouef
Precision Concrete Cutting of LA & MS

 SIGNATURE

Chris Williams

Cody Burnett
City of Starkville



The information in this proposal is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

25. REQUEST AUTHORIZATION TO DECLARE A SCAG LIBERTY Z 61" ZERO TURN MOWER (SERIAL NUMBER: N7700407) AS SURPLUS AND SELL ON GOVDEALS.COM.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval to declare a Scag Liberty Z 61" zero turn mower (serial number: N7700407) as surplus and sell on govdeals.com” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF ESRI SOFTWARE RENEWAL OF LICENSES FOR EXISTING GIS SOFTWARE (FIELD MAPS) USED FOR BOTH ELECTRIC AND WATER SYSTEM MAPPING IN THE AMOUNT OF \$6,256.78.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval of Esri Software renewal of licenses for existing GIS software (field maps) used for both electric and water system mapping in the amount of \$6,256.78” is enumerated, this consent item is thereby approved.

27. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JULY 1, 2026 THROUGH DECEMBER 31, 2026.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the May 5, 2026 Official Agenda, and to accept items for consent, whereby the “approval to advertise for source of supply bids for the Electric and Water Divisions of Starkville Utilities, with the intent of awarding the source of supply contracts for July 1, 2026 through December 31, 2026” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill wanted to personally thank and thank on the behalf of the city our legislators. She stated that they were done for the year and they have been very helpful to the City and she wanted to make a public appreciation comment to Rob Roberson, Bart Williams, and Cheikh Taylor for all they did on behalf of the City of Starkville to help with funding such as our wastewater treatment plant. Mayor Spruill wanted to commend all the departments and most especially our police department for the immediacy of the response this past weekend on the work they did to secure and provide an area that is safe for our Cotton District area in response to the issues we had the prior weekend. They did in 5 days what generally takes 2-3 months. Mayor Spruill noted that our Community Market had over 900 people for our start of our 2026 season and that it was a great day.

BOARD OF ALDERMEN COMMENTS: Alderman Brooks seconded what the Mayor said about the police department and the way they handled things in the Cotton District with that being his Ward. He noted that he has only heard good things and positive feedback and commends the police department for what they did and how fast they did it. Alderman Brooks stated that we had a very successful Derby and that around \$75,000 were raised for the Humane Society.

Vice Mayor Perkins stated he would like to take a few moments to focus upon the funeral service and visitation service for Mrs. Vickie Hampton, our former Executive Administrative Assistant. He reflected that she did an exceptional and marvelous job for the City of Starkville. He mentioned that he made a timely congratulations to Mrs. Hampton on her retirement. He noted a conversation that he had with Mrs. Hampton regarding her time with the City and how she would be greatly missed. Vice Mayor Perkins noted that the Mayor was going to have a retirement reception for Mrs. Hampton on April 30th. He thanked Mayor Spruill for her excellent comments and tribute at Mrs. Hampton's funeral service and he also recognized former Mayor Parker Wiseman spoke as well. He noted the City Staff that attended funeral service and the visitation service and thanked them for paying their respects to Mrs. Hampton.

CITIZEN COMMENTS: Alvin Turner, Ward 7, noted that Patti Drapala has been having issues with her water going from brown to clear water. Mr. Turner asked if the Police Department could hold a class on how to properly clean a gun. He noted he had lost a friend years ago because they did not know how to properly clean the gun.

Pastor Jerry Jefferson, the NAACP President, spoke about concerns about the incident that happened at the Cornerstone Park the past weekend involving a white sheriff's deputy and a black umpire. He noted that he heard the Board giving the Police Chief accolades for work in the Cotton District and would like the same at the Park and for the Police to do a consistent job. He stated that what happened at the Park is now national news. Vice Mayor Perkins addressed Pastor Jefferson stating that he is confident that the Police Chief will investigate the matter and that we have a zero tolerance for crime in this City. Vice Mayor noted that he would like to see everyone involved arrested and charged with the maximum crime. He stated that he would like for the Police Department to hold a press conference and hold everyone accountable to the law.

Lisa Wilson with the NAACP spoke regarding the incident that happened at the Park during a youth baseball game. She expressed concern about what was captured on video and of the severity of the injuries sustained by Mr. Akins. She noted that reports indicate that Mr. Akins had to be hospitalized and had surgery due to the serious bodily harm that he suffered and that these are not minor injuries and should not be treated as a minor matter. She noted that they acknowledge that the authorities initially classified the incident as a mutual altercation and issued misdemeanor charges, however based on the extent of injuries sustained that the Oktibbeha County NAACP believes that this case warrants a more thorough and elevated legal review. She called upon the appropriate authorities to upgrade the charges to reflect the seriousness of the harm that was inflicted on Mr. Akins. She stated that this community deserves transparency, accountability, and confidence that justice will be applied fairly and equally.

Pam Warcken stated she was here for an issue that was important to her. She noted that she saw on the agenda that a code enforcement officer was being hired and that it would bring the staffing up to what it has been in the past. She noted that she is surrounded by some derelict properties where she lives. She stated that she was here to make a plea to the Board to please keep the staffing of

code enforcement up and have more administrative support for them. She noted that the issue she is having has been on the books for some time through several code enforcement officers and it doesn't get to a point of resolution. She stated she would like to see more fining of people who do not take care of their properties in town.

Cindy Thompson noted that she lives in the same neighborhood as Pam Warken. She noted that they provided the Mayor and Board with copies of the condition of the house and of the HOA restrictions. She stated that the condition of the house is bringing the property values down. She asked for support to do something about the violations.

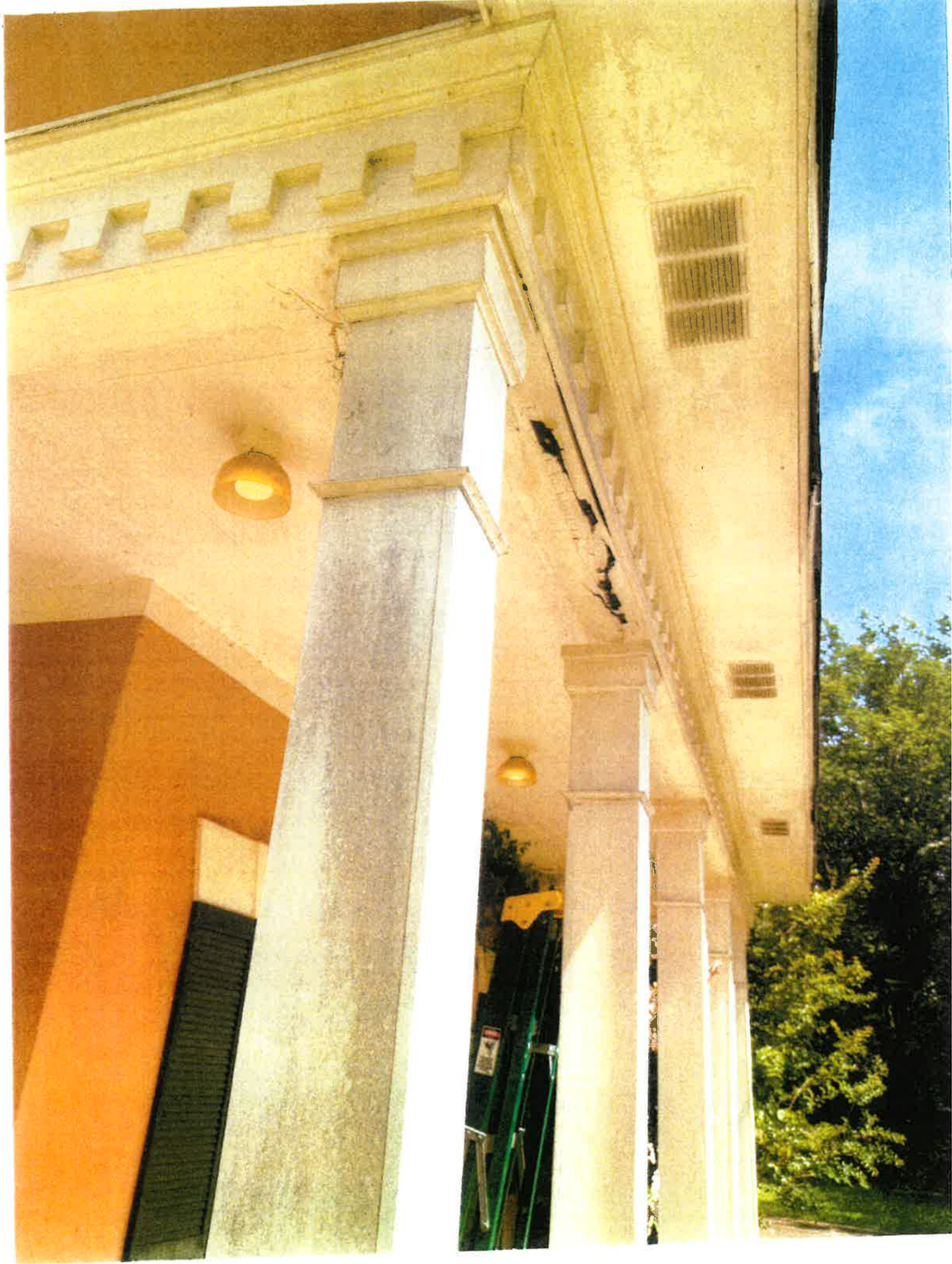
Sandra Ware stated that she lives on Sadie Ware Street. She stated that they have been having issues with the school buses and the city buses driving too fast. She noted that on April 15th an incident happened where an elderly woman was almost hit by a school bus. She noted that she left a message with the school superintendent and she came to the Mayor's office and she was not there. She noted that she spoke with the City Engineer and he came out the next day and he put a box down to see how fast the vehicles were going. She stated there are so speed limit signs in the community to let people know what the speed limit is. She noted that she would like to have speed bumps installed in the community.

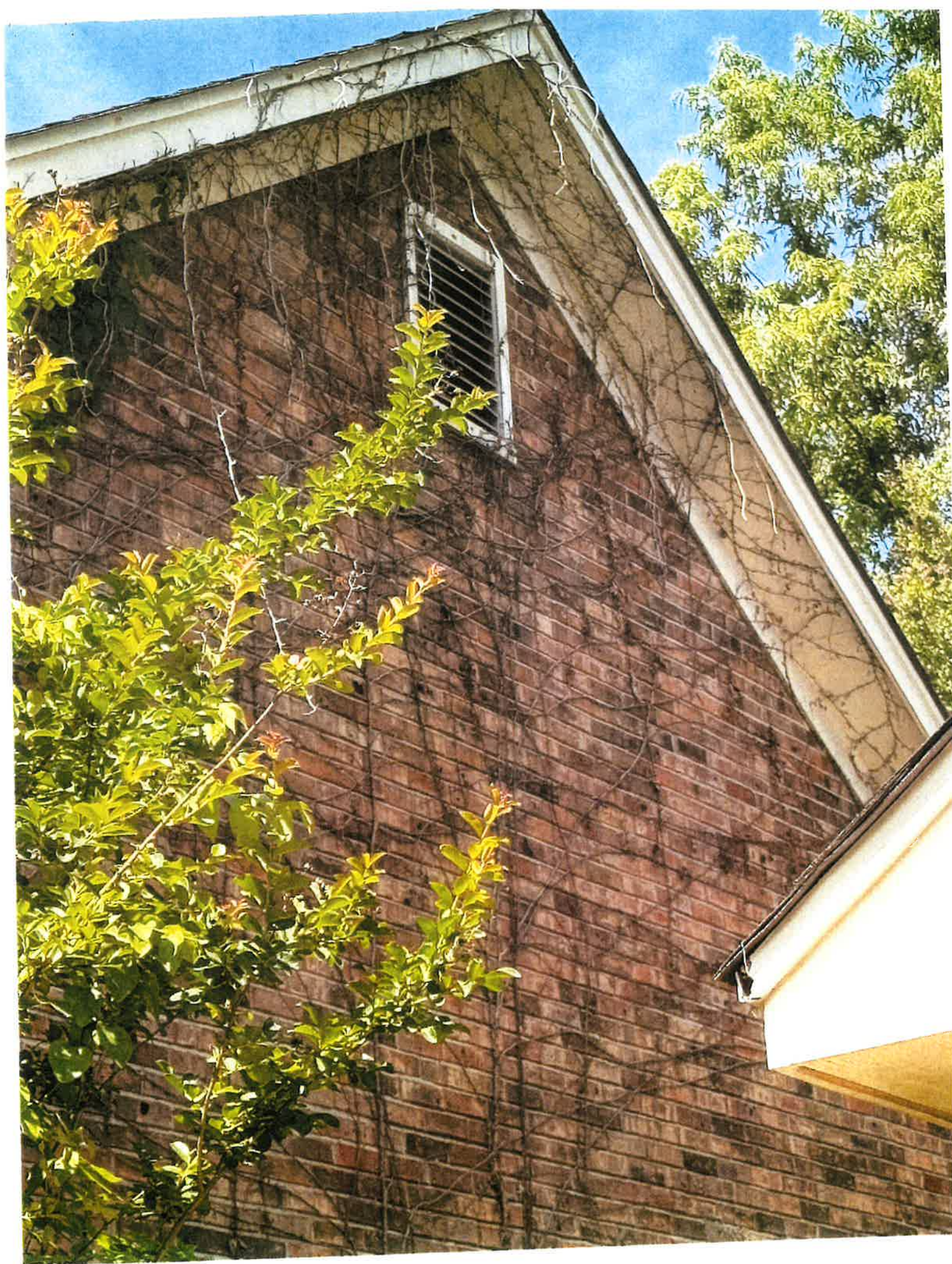
Presley Bassett, 2026 Miss Hospitality, thanked the Mayor and Board for supporting her as she competes in the State Miss Hospitality pageant. She noted that she is having so much fun serving in this position and that Starkville means so much to her and she cannot wait to share this with the people withing the State.

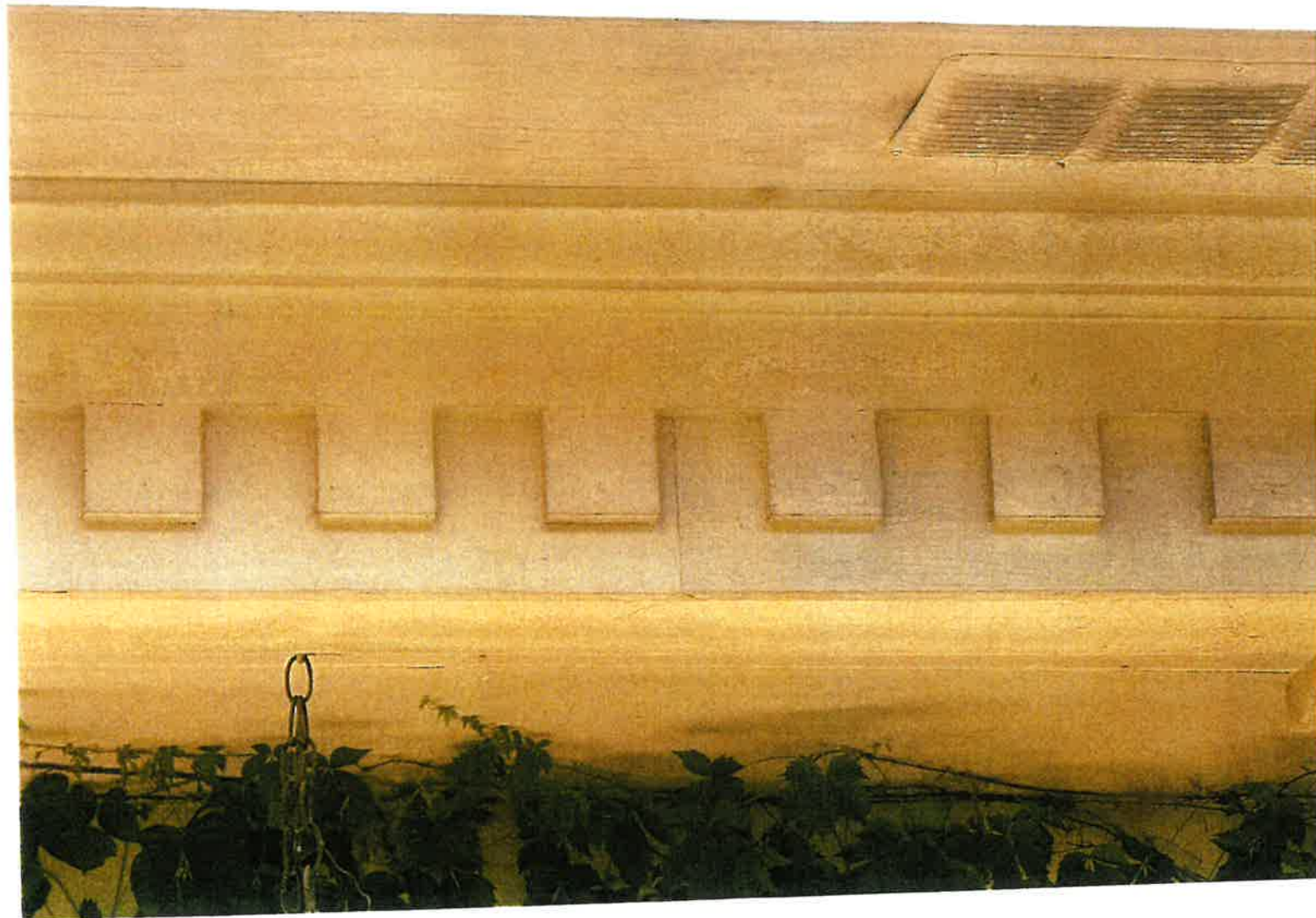




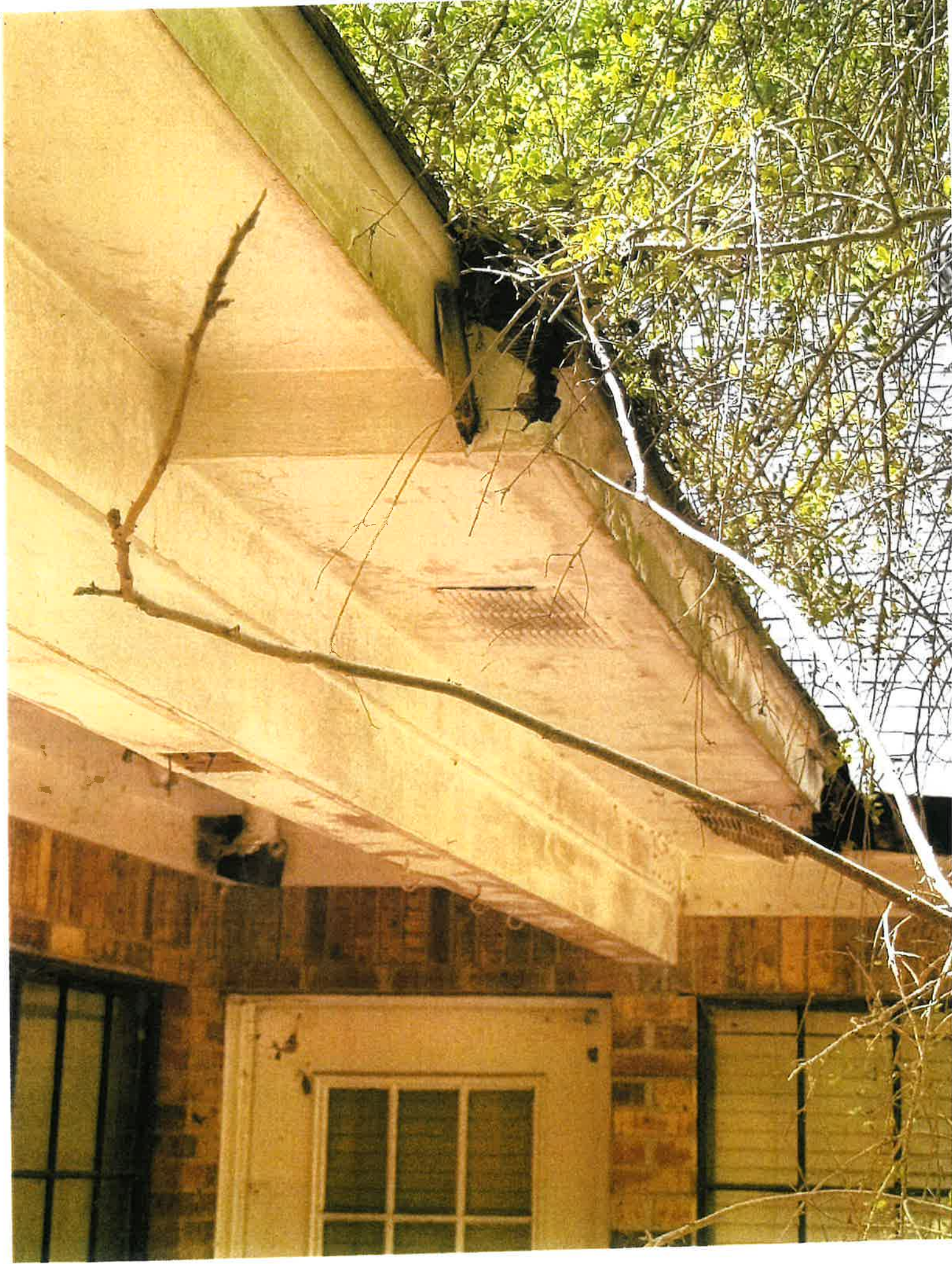




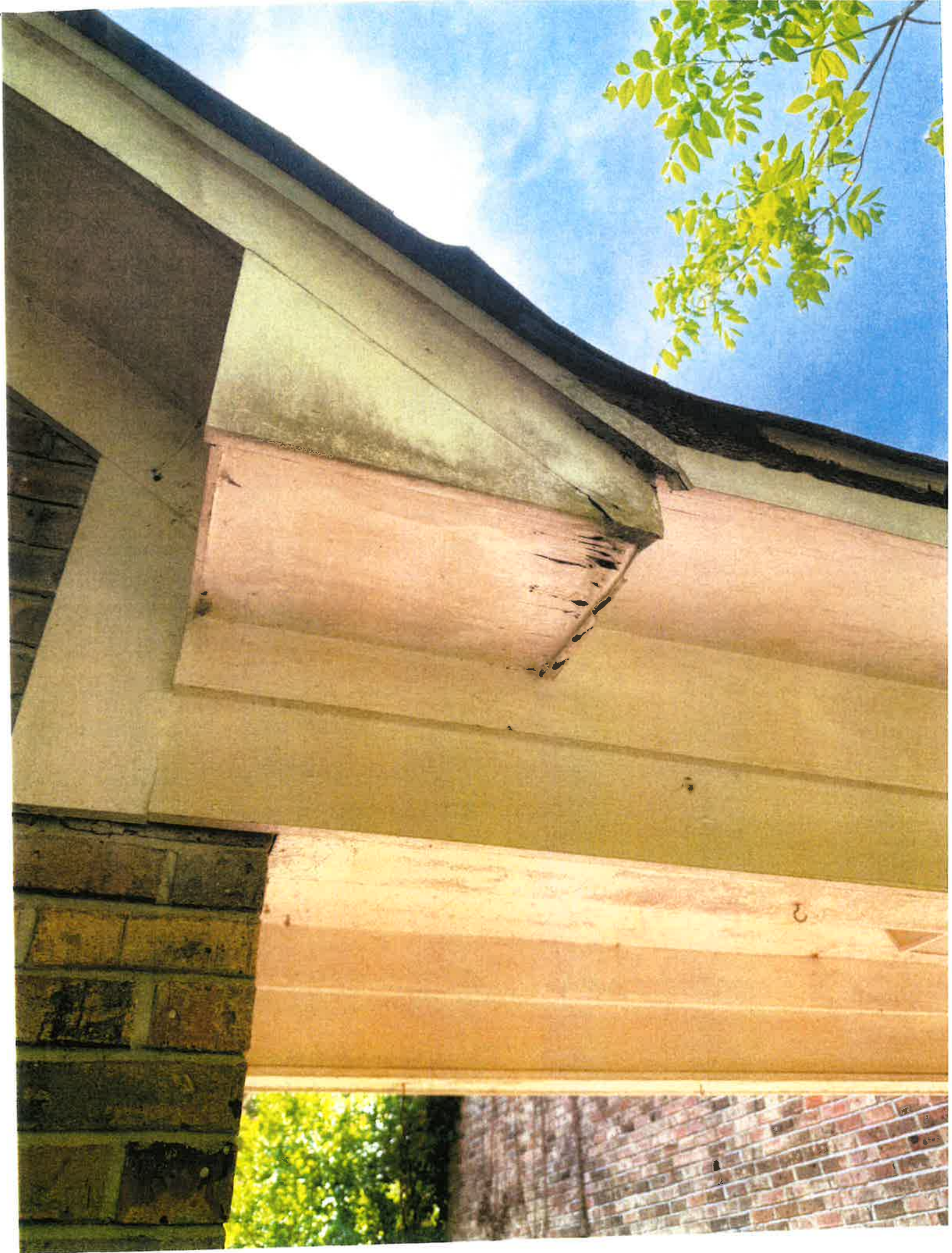














HOA RESTRICTIONS

FAIRFIELD COMMONS – THIRD INSTALLMENT

The undersigned, MFW, INC., being the owner of all lots situated in FAIRFIELD COMMONS Second Installment, in the City of Starkville, Mississippi, a subdivision of 2.34 acres of land out of Starkville, Mississippi, as shown by the plat thereof recorded in the Chancery Clerk's Office, Starkville, Oktibbeha County, Mississippi, has restricted and does by these presents restrict the use of said property as follows:

A. RESIDENTIAL PURPOSE

1. This subdivision shall be used for private single-family residences only.
2. Only one residence shall be constructed on each lot. This provision shall not, however, prohibit the construction of a residence on a portion of two or more lots as shown by the plat of the subdivision provided such portion constitutes a home site as defined in the succeeding paragraph.
3. Parts of two or more adjoining lots facing the same street in the same block may be designated as one home site, provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street and the minimum square footage of the lot shall not be less than 10,000 square feet.
4. The term "residential purpose" as used herein shall be held to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and to exclude any development operations or drilling for oil, gas or other minerals or any quarrying or mining or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operations; any such excluded usage of the subdivision, not otherwise herein authorized, is hereby expressly prohibited.
5. The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, porte cocheres, projections and every other permanent part of the improvements, except roofs. Steps, terraces and planters outside of building lines will be permitted upon approval by the architectural standards committee hereinafter designated.
6. No garage or outbuilding on this property shall be used as a residence or living quarters. A garage shall be used solely by the owner or occupant of the lot upon which the garage is located.
7. No building materials or temporary building of any kind or character, including, but not limited to, tents, shacks, garages or barns, shall be placed or stored upon the property until the owner is ready to commence improvements, and then such materials or temporary building shall be placed within the property lines of the lot or parcel of land which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line; and any such temporary building or structure of any kind shall not be used other than construction purposes. Any such buildings shall be maintained in neat, attractive and clean conditions.

8. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted, or otherwise finished.
9. Landscaping of a lot must be completed within one hundred twenty (120) days after the date on which the main structure is 95% complete. No dams shall be constructed, nor any other alteration or change shall be made in the course or flow of any creek crossing, drainage flow of body of water abutting any lot, without the approval of the Architectural Committee.

B. BUILDING SIZES AND CONSTRUCTION

1. The living area of the main house or residential structure constructed as a one story residence on any homesite exclusive of porches and garages, shall be not less than 1,700 square feet and in the case of any residence of more than one story, the requirements as to living area shall be at least 1,700 square feet for both stories. No residence may exceed two stories in height.
2. No garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate not less than two cars must be provided.
3. All dwellings and outbuildings shall be constructed of brick, stone or stucco or other exterior material which may be approved by the Architectural Standards Committee to the extent of at least 61% of the total outside area. Openings and glass areas shall be considered to be of the material which is on either side of it.
4. All dwellings and outbuildings must have a roof of wood shingles, slate, metal, or tile, unless otherwise approved by the Architectural Standards Committee.

C. BUILDING LOCATIONS

1. No building shall be erected on any lot nearer to the front property line or nearer to the side street property line than the building lines shown on the recorded plat. In any event, no building shall be located nearer than 30' to the property line, or nearer than 10' to any side property line. No building shall be located nearer than 10' feet to any interior side property line.

D. FACING OF RESIDENCES

1. Houses or residences on corner lots shall face the street from which the greater building line setback is shown on the recorded plat, unless alternate facing is authorized by the Architectural Standards Committee.

E. SITING

1. To ensure that buildings and other structures will be located so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees and other aesthetic and environmental considerations, approval by the Architectural Standards Committee is required.

F. FENCES, WALLS AND HEDGES

1. In conjunction with the development of Fairfield Commons Subdivision, the developer intends to, and hereby reserves and retains the right and authority to, construct or cause to be constructed a permanent decorative fence in the vicinity of the fronts of lots and between residences.
2. The type, design, size, appearance, and exact location of this fence shall be determined solely by the developer. After such a fence has been constructed, no change shall be made therein except as approved by the Architectural Standards Committee.
3. No chain link fence, nor other type of wire fence, shall be constructed upon any part of Fairfield Commons Subdivision.

G. DRIVEWAYS

1. Concrete drives shall have expansion joints not more than twenty feet (20') apart, with one joint at the back of the street curb. Width of driveway shall flare to an adequate width (not to encroach past property line) and the curb shall be broken in such a manner that the driveway may be at least six inches (6") thick at its end towards the street paving, and this extreme end shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling driveway. Other material for driveways may be used if approved by the Architectural Standards Committee.

H. WALKS

1. Walks from the street curb to the residence shall have a minimum width of four feet (4').

I. SERVICE YARDS

1. Each Property Owner shall provide a screened area to serve as a service yard area in which garbage receptacles, fuel tanks, or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties.

J. YARD LIGHTING

1. The design and location of yard lighting shall be subject to the approval of the Architectural Standards Committee.

K. MISCELLANEOUS

1. No household trash, garbage, ashes, refuse, or other waste shall be thrown, dumped, or placed at curbside more than 12 hours before city pick-up.

2. Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased, or damaged trees which might create a hazard to property, or persons on any lot, or adjacent lot shall be promptly removed or repaired if not removed by owners, then developer or his successors may, but shall not be required to remove such trees at owner's expense and shall not be liable for damage done in such removal.
3. No activity may be carried on or allowed to exist upon any lot which may be noxious, detrimental, or offensive to any other lot or to the occupants of any lot.
4. No animals, livestock, or poultry of any kind, shall be raised, bred, kept, staked, or pastured on any lot, except that not more than a total of three (3) dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.
5. No owner shall permit anything or condition to exist upon his lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. Each owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his lot, including any setback areas, areas between lot lines and adjacent sidewalks and/or street curb, neatly trimmed, properly cultivated, and free of trash, weeds, and other unsightly material. No trees, hedges, shrubs, or other landscaping shall be planted or permitted to remain on any lot unless the foliage line is maintained at a proper height to prevent obstruction of safe cross-visibility of traffic approaching an intersection or driveway. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company or authority is responsible.
6. Each owner of a lot agrees for himself, his heirs, assigns, or successors in interest that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract1 and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract was completed by Grantor.
7. Each owner of a lot in the subdivision agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots, when such access is essential for the maintenance of drainage facilities.
8. No exterior speaker, horn, whistle, bell or other sound device, except security devices used exclusively for security purposes, shall be located, used, or placed upon a lot.
9. No signs or advertising device of any kind may be placed or kept on any lot other than one name and/or number plate not exceeding 120 square inches in area and one sign for sale purposes not exceeding 8 square feet in area. The latter sign must be a sign furnished or approved by the Committee.
10. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area, not visible to the public.

11. No flag pole shall be permanently erected on any property unless approval has been obtained in writing from the Committee.
12. No tent, mobile home, trailer of any kind, or similar structure, and no truck, camper, or boat shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage. The doors of garages, housing trucks, campers and/or boats shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction, reconstruction or repair of any work or improvements.
13. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers, ATVs, golf carts, or the like, shall be kept on any lot other than in the garage, or other structures approved by the Committee.
14. No privy, cesspool or septic tank, or disposal plant shall be erected or maintained on any part of this property.
15. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of the Committee.
16. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors in view of streets whether attached to a building or structure or otherwise. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other lot.
17. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed, or maintained anywhere in or upon any lot other than within building or structures unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in or under buildings or other structures. Nothing herein contained, however, shall prevent erection and use of temporary power or telephone services incident to the construction of buildings or other improvements or to restrict the overhead distribution of three-phase primary power supply to the subdivision by the utility company.
18. Each owner of a lot agrees for himself, his heirs, assigns, or successors in interest that he will permit free and reasonable access by the owner of adjacent or adjoining lots containing a divisional wall, when such access is essential for the construction, reconstruction, refinishing, repair, maintenance, or alteration of said divisional wall. The access shall be limited to an area five feet (5') in width along or parallel to the property line. Access shall only be at reasonable times and shall be permitted only after written notice has been given to the lot owner stating the purpose of
19. the access. In no event shall such access be deemed to permit entry into the interior portions of any dwelling. Any damage caused by such access will be repaired at the expense of the owner

causing such damage.

20. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.
21. No part or parts of the land in this subdivision shall be used in such manner which would increase the hazard of fire on any other part or parts of the land or any property adjoining the land.
22. The invalidity, violation, abandonment, or waiver of any one or more of or any part of the reservations, restrictions, or other provisions hereof, either as to all or any part of the land, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the land and shall not affect or impair the remaining reservation, restrictions or other improvements hereof or parts thereof as to all the land.

M. ARCHITECTURAL COMMITTEE

1. No building shall be erected, placed, or altered on any building plot in this subdivision until two complete sets of building plans and specifications (which shall clearly indicate colors of all exterior materials and paint) and two plot plans of the location of such building shall have been delivered to the Architectural Committee designated as herein after provided, and until such building plans, specifications and plot plan shall have been approved in writing by the Architectural Committee as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. One copy of such plans, specifications and plot plan shall be retained by the Architectural Committee, and the second copy shall be redelivered to the owners of the lot with the approval of the Architectural Committee appropriately endorsed thereon. The undersigned, MFW, INC. shall have the authority to appoint the Architectural Committee and to remove without cause any person serving on the Architectural Committee. The Architectural Committee shall consist of not less than three nor more than five members, and MFW, INC. shall also have the authority to fill any vacancies in the Architectural Committee. The Architectural Committee is authorized to delegate to one or more representatives' authority to perform the duties of the Architectural Committee as set forth herein. In the event that the Architectural Committee should at any time fail or refuse to appoint a successor Committee, the owners of a majority of the lots included within said subdivision, as determined on a front footage basis, shall have the right to elect or appoint, from time to time, a successor Architectural Committee. In the event the Architectural Committee, or its designated representative, fails to approve or disapprove any building plans, specifications and plot plans within thirty (30) days after the same are submitted to it, and if all terms contained in these restrictions have been complied with, the Architectural committee shall be deemed to have approved such plans, specifications and plot plan.

The Architectural Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. The Architectural Committee shall receive no fees or compensation for its services. The initial Architectural Committee shall consist of three or more persons to be appointed by MFW, INC.

N. DURATION

1. These restrictions shall remain in full force and effect until January 1, 2027, and shall be automatically extended for successive ten (10) year periods provided, however, that these restrictions may be terminated on January 1, 2027, or on the commencement of any successive ten-year period, by filing for record in the Office of the County Clerk of Oktibbeha County, Mississippi, a written statement of election to terminate these restrictions, executed and acknowledged by the owners of a majority of the area of the lots in the subdivision. Such a statement must be filed prior to the commencement of the ten-year period for which these restrictions would otherwise be in effect.

EXECUTED THE MONTH & DAY OF July 10 1986

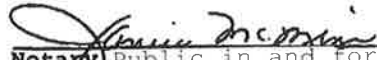
MFW, INCORPORATED

BY: David M. Lynn

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared DAVID E. McREYNOLDS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me the same was the act of the said MFW, INC., a partnership, and that he executed the same as the act of such partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 10th day
of JULY, 1986.


Notary Public in and for
Oktibbeha County, Mississippi
MY COMMISSION EXPIRES APRIL 17TH, 1989

STATE OF MISSISSIPPI, County of Oktibbeha:

I, JIM CRAIG, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1986, at 4:10 o'clock P.M. and was duly recorded on the 29th day of August, 1986, Book No. 674 Page 321-327 in my office.

Witness my hand and seal of office, this the 29th day of August, 1986

JIM CRAIG, CLERK

By James Hancock D.C.

PUBLIC HEARING AND CONSIDERATION OF VA 26-03 A REQUEST FOR A VARIANCE FROM THE FENCE HEIGHT REQUIREMENT IN THE SIDE AND REAR YARD FOR A PROPERTY LOCATED AT 403 EAST GILLESPIE STREET IN A TN-E ZONING DISTRICT.

Community Planner Daniel Havelin presented VA 26-03 a request for a variance from the fence height requirement in the side and rear yard for a property located at 403 East Gillespie Street in a TN-E zoning district.

This is a Variance request by Alice Carol Caldwell for a Variance from fence height requirement in the side and rear yard for a property located at 403 East Gillespie Street in a TN-E zone with the parcel number 102A-00-152.00.

The request exceeds the maximum permitted fence height for residential accessory structures. The maximum fence is 8 feet. This request increases the height by 1-foot. According to the application, the fence is intended to provide privacy and protection from adjacent property conditions, including ongoing construction activity and structural deterioration of neighboring improvements.

Based on the analysis of the criteria contained in Section 3.7.1 staff recommends Approval of the request.

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 April 4, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received one phone call and one office visit for further information regarding the request.

At the April 22, 2026, Board of Adjustments and Appeals voted 6-1 to recommend approval of the request.

Alderman Vaughn asked was this a normal request. He noted that all his time on the Board he doesn't recall ever approving of this kind of request. He stated if the Board approved this request, it would only set a bad precedent, and others could come asking for higher variance requests. Mr. Havelin stated that with his time with the City that he does not recall another fence request for a variance for height. Mr. Havelin noted that this is a rather unusual circumstance and that the structure next door is one of the oldest in Starkville and that it is right on the property line and almost in her backyard. Alderman Vaughn asked what code enforcement has said about this. Mr. Havelin said he had not been in contact with code enforcement about this. Alderman Sistrunk noted she had a question about the need for the height and that a normal 7-foot fence from the picture would still have a view of the neighbor's property. She asked the applicant was the purpose of this variance to see the views of the inside of the house and the exterior. Alice Carol Caldwell stated that she asked for the variance because of the very old and historic cook house there that is

deteriorating. She noted that the fence would keep it from falling in her yard. She noted that the neighbors had built a wonderful back porch and this would give them both privacy. Vice Mayor Perkins asked Mr. Havelin to confirm the vote was 6-1, Mr. Havelin confirmed. He stated that he has concerns about the height as well because if the Board grants this request the Board will be opening a floodgate to potential requests in the future. He noted that the opposition that was received from the Board was from one of his former colleagues and he was opposed to this request because it sets a bad legal precedent. Vice Mayor Perkins stated that all of the concerns from the petitioner could be rectified by code enforcement. He noted that the City Code uses the words shall be 8-feet and the intent of that was to ensure that it was high enough to shield any site or view that was undesirable. He noted that the legal question this presents is what the legal ramifications are if this is approved. He reference the equal protection clause of the 14th amendment, which means all persons that are similarly situated must be treated similarly. He stated that someone else was to come with a similar request and the Board denied the request it would be arbitrary and capricious.

Mayor Spruill opened the Public Hearing to the public.

Alice Carol Caldwell stated that they have built the fence 6-feet up to the back of the house and the variance request is so they have privacy and protection. Pam Jones, friend of Alice Carol, noted that she has a lot of traffic in and out of her driveway. That a lot of friends come and sit on the back porch. She stated that the neighbors have been saying for years that they would be fixing the cookhouse and they just have never done it and they are not going to do it anytime soon. She stated that it is an eyesore and at the front of the driveway the neighbors have a pile of what she considered debris covered by tarp. She stated that the day before they put up a saw on Alice Carols side of the driveway and the saw dust gets all on Alice Carols front porch. She stated that she would like to see the Board pass the variance for many reasons.

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

Alderman Moreland stated she did understand Vice Mayor's concerns about the law but she feels this is something the Board can do by a case by case situation. She noted that she does understand why she would want to put a fence up and that it will not be the entire length of the property, that is just at the back portion of the property. Alderman Moreland made the motion to pass the variance, and Alderman Sistrunk seconded the motion. Alderman Sistrunk stated that the Vice Mayor was correct that we do need to be mindful in making variance exceptions. Alderman Vaughn stated the Board needs to understand if we do this then the Board might as well get ready to approve anyone else's request. Mayor Spruill noted that the points were accurate and there is a reason for a variance and we allow for a variance and that this is one of our ways to respond to different circumstances within the community and this would be one of those. The Mayor asked for the City Clerk to do a roll call vote.

28. PUBLIC HEARING AND CONSIDERATION OF VA 26-03 A REQUEST FOR A VARIANCE FROM THE FENCE HEIGHT REQUIREMENT IN THE SIDE AND REAR YARD FOR A PROPERTY LOCATED AT 403 EAST GILLESPIE STREET IN A TN-E ZONING DISTRICT.

Upon the motion of Alderman Moreland, duly seconded by Alderman Sistrunk, and adopted by the Board to approve VA 26-03 a request for a variance from the fence height requirement in the side and rear yard for a property located at 403 East Gillespie Street in a TN-E zoning district. The Board voted as follows:

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

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

29. REQUEST CONSIDERATION OF ENROLLING ALL STARKVILLE UTILITIES' CUSTOMERS IN THE POWER OF CHANGE AND ALLOWING A VOLUNTARY OPT OUT OF THE PROGRAM EFFECTIVE JULY 2026.

Mayor Spruill noted that this helps the community. This is a small measure, and this would round up to the next dollar and if you would like to do more than that you may do so. She stated that this would go to fund that would help assist citizens who are having a difficult time paying for their utility bills. Alderman Sistrunk noted that in the presentation on Friday, that the Starkville Community Foundation gets funding from an assortment of sources. She noted that they have enough funds to help about 5 people per week. She noted they get at least 100 requests per week and in the high usage months they receive around 300 calls per week. If anyone doesn't want to participate all they have to do is make a phone call or come to the office and request to opt out.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Moreland, and adopted by the Board to approve enrolling all Starkville Utilities' customers in the Power of Change and allowing a voluntary opt out of the program effective July 2026. 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.



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 McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public hearing and consideration of VA 26-03 a request for a variance from fence height requirements located at 403 East Gillespie Street in a TN-E zoning district.
Date: April 22, 2026

The purpose of this report is to provide information regarding Variance request by Alice Carol Caldwell for a Variance from fence height requirement in the side and rear yard for a property located at 403 East Gillespie Street in a TN-E zone with the parcel numbers 102A-00-152.00. Please see attachments 1- 17.

SUMMARY

The applicant is requesting a variance from Section 13.9.1.B.6.b of the Unified Development Code to allow the construction of a 9-foot fence in the side yard between the subject property and the adjacent parcel to the west.

The request exceeds the maximum permitted fence height for residential accessory structures. The maximum fence is 8 feet. This request increases the height by 1-foot

According to the application, the fence is intended to provide privacy and protection from adjacent property conditions, including ongoing construction activity and structural deterioration of neighboring improvements.

Based on the analysis of the criteria contained in Section 3.7.1 staff recommends Approval of the request.

If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the May 5, 2026, meeting.

VARIANCE REQUEST FROM

13.9.1 Accessory Use or Structures (Excluding Dwellings)

A. Definition: An accessory use or structure that is incidental and subordinate to the principal use of the principal building. Structures with a kitchen area, full bathroom, electricity, and is heated or cooled shall be considered accessory dwellings.

B. Accessory use or structure for residential uses

6. Fences

a. From the street facing facade of any principal building to the right-of-way line of the streets, fences shall not be more than three and a half (3 ½) feet in height.

b. Fences located behind the front facade of the principal building shall not

exceed eight (8) feet in height.

- c. Razor wire shall not be placed on any fence.
- d. See development standards charts for additional fencing requirements.

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

- A. **Special Conditions.** There is evidence of unique conditions affecting the property. Adjacent construction activity impacting use of outdoor space. A deteriorating accessory structure on the neighboring parcel leaning toward the subject property.
- B. **Literal Interpretation.** Strict enforcement of the fence height limit would restrict the applicant's ability to mitigate privacy and safety concerns related to adjacent property conditions.
- C. **Hardship.** The hardship is not self-created.
- D. **Special Privilege.** Allowing a 9-foot fence could grant a greater level of enclosure than typically permitted in residential districts. Although other properties in the area may not have the same issues that would create the need for additional fencing.
- E. **Minimum Variance.** No other variance is being requested for the fence
- F. **Consistency with Comprehensive Plan and UDC.** The request does not conflict with broader land use goals of the Comprehensive Plan such as the Preservation of neighborhood character and Protection of residential quality of life.

NOTIFICATION

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

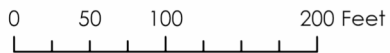
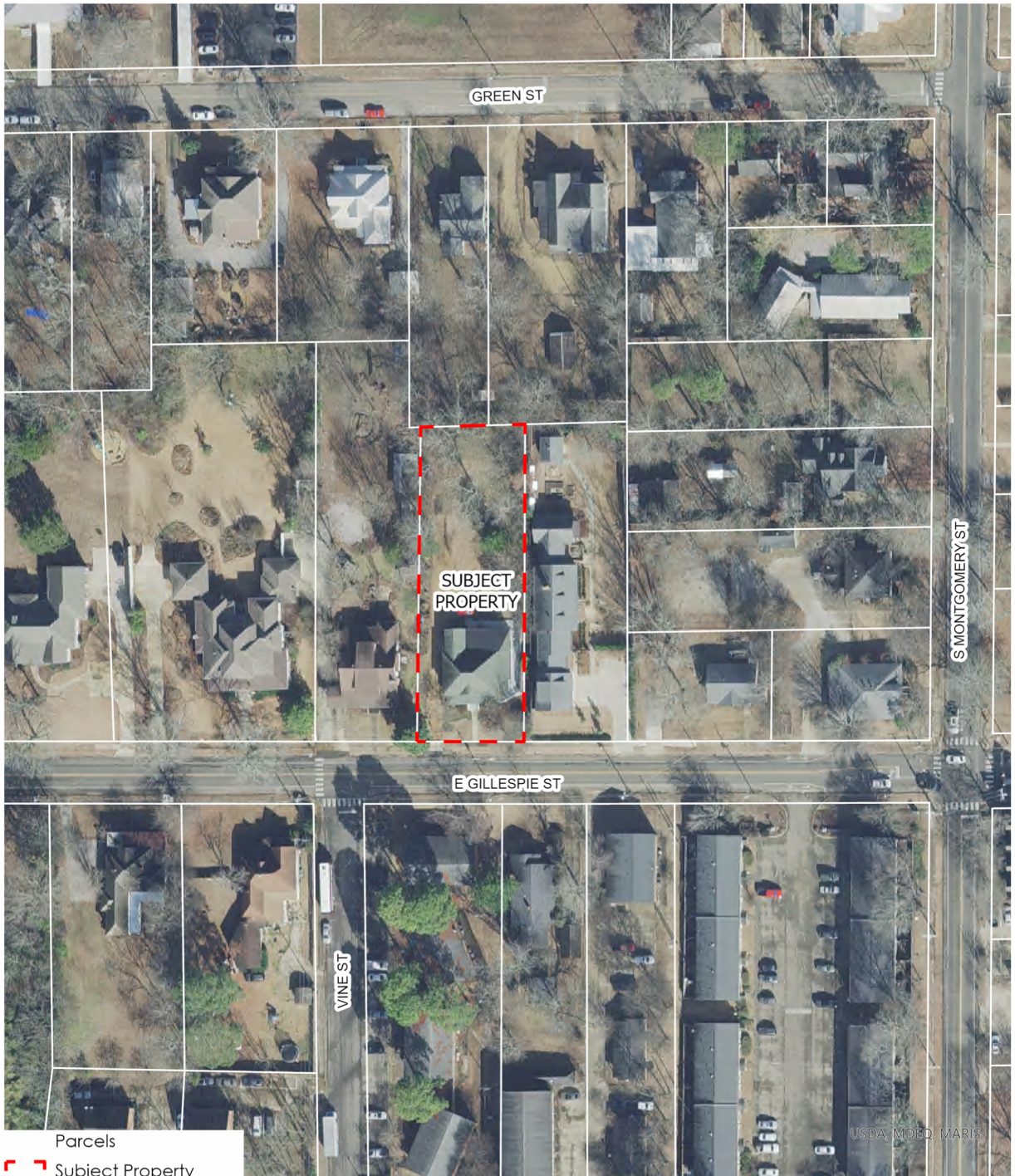
1. 13 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on April 4, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has had two phone calls requesting additional information for this request.

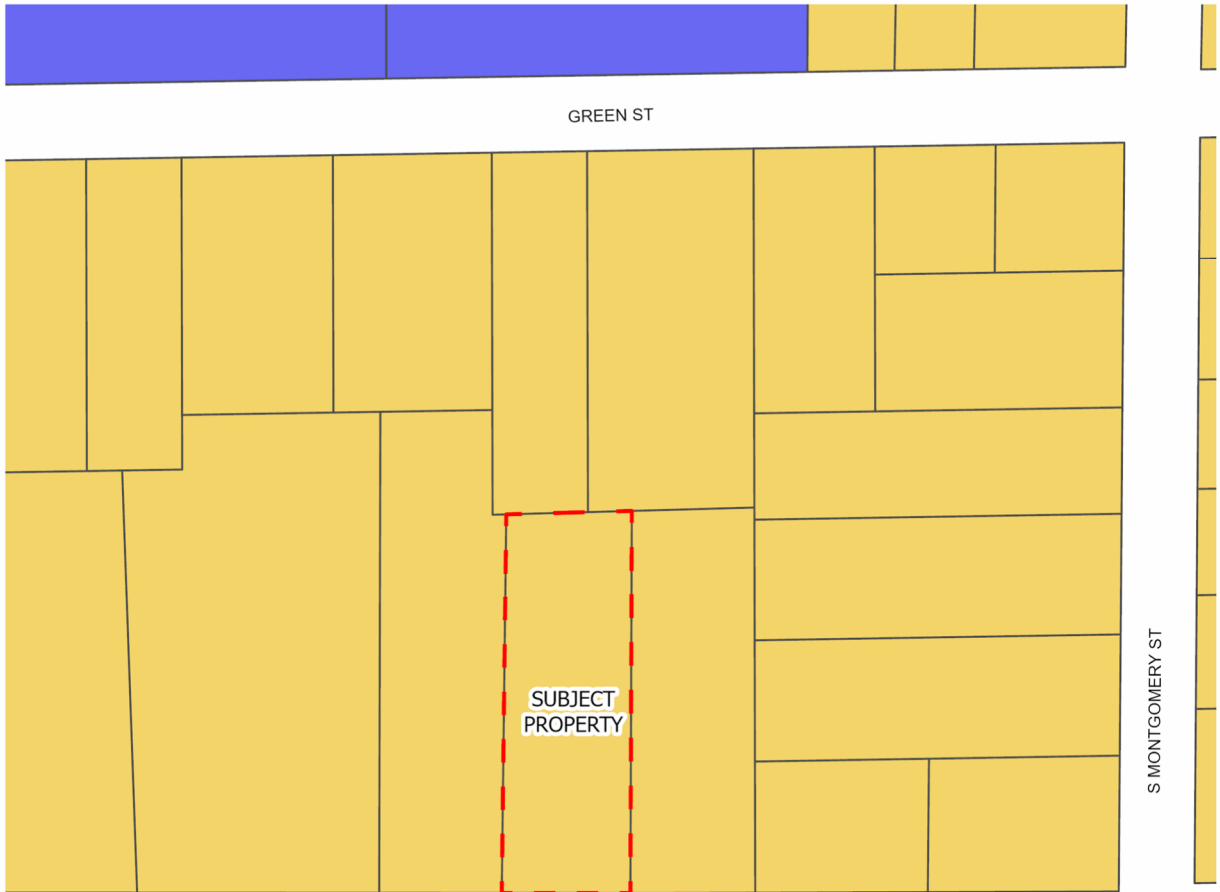
CONDITIONS OF APPROVAL

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.

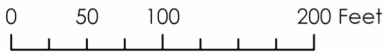
Attachment 1- VA 26-03 Aerial



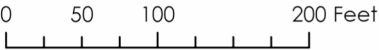
Attachment 1- VA 26-03 Aerial



- Parcels
- S-E Special Educational
- TN-E Traditional Neighborhood-Existing
- Subject Property



Attachment 3- VA 26-03 Fence Location





Attachment 4



Attachment 5



Attachment 6



Attachment 7



Attachment 8



Attachment 9



Attachment 10



Attachment 11



Attachment 12



Attachment 13



(1) 4013 E. GILLESPIE (216)
(6) VIEW OF COOK'S HOUSE FROM WEST
(7) PHOTO 15 OF 57
OVERSTREET SCHOOL HD
OKTIBBEHA Co., MS

Attachment 14



Attachment 15



Attachment 16



Attachment 17

Attachment #18: Letter provided by neighboring property at BOAA meeting.

To: Planning and Zoning Committee

City of Starkville, Mississippi

From: Everett and Henri Sue Kennard

401 East Gillespie St

Starkville, Ms. 39759

Re: Variance Request For Ms Alice Carol Caldwell

Committee:

We are Everett and Henri Sue Kennard. We own the property at 401 East Gillespie Street and are currently totally renovating same. We would like to comment on the variance request from Ms Alice Carol Caldwell who resides on the Eastern side of our property at 403 East Gillespie. During the planning for this renovation, one of our main concerns has been to retain the integrity of the Gillespie Street neighborhood. We think we are within sixty days of finalizing the project of the main house.

While we do not know that we are particularly opposed to the variance request for a ten foot fence along this property, we think there are some points that need to be considered before the variance is approved. Ms Caldwell has for the past several years resided part time out of the country, this year returning to her Starkville residence in approximately February. Upon returning, she notified us that her contractor had given her an estimate on building this fence. She gave us the price and we assumed she was asking for us to share in this cost. We immediately asked for a meeting with her to discuss. We informed her that a fence was already in our plans with our contractor at our expense. She would be given an opportunity to look at the plans and comment on the side facing her. Again, we want all of this to aid in the preservation of the neighborhood. We asked her to consider not starting this project until we finished our construction due to several reasons in no particular order.

1. We will be doing dirt work, including an 8 inch pipe drain down the east side of our house, and would need to get equipment into the area, along with room to work. We in no way want to damage her fence.
2. There are two surveys on the property line that are somewhat different. Not by much, but different. She had one done several years ago as did we. I do not claim to know which is correct.
3. The fence is within one foot (12 inches) of an existing structure that we plan to renovate. There will be no room to do any dirt work during this renovation. While this will be inconvenient, the main reason to resolve the property line issue is to get it right. This will eliminate any problems for future generations.
4. We plan to install a fence to cover our air conditioner on this east side to the house. We will have to tie into her structure, and if she is allowed to put a ten foot fence down this side, due to elevation changes, etc. this structure will not be aesthetic.

Thank you for the opportunity to comment on this request. If you have questions or need more information, please feel free to contact us.

30. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Moreland, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of , April 30, 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	\$249,064.03
Restricted Police Fund	002	\$119.03
Airport Fund	015	\$81,019.39
Restricted Airport	016	\$219,728.83
Sanitation / Environmental Services	022	\$29,830.50
Debit Service Fund	200	\$555,793.75
Capital Projects Fund	300	\$1,012.77
G.O. Bond Fund	305	\$181,564.45
American Relief Fund	309	\$520,655.30
Main Street Project	311	\$391,205.72
Parks Capital Project (2023)	312	\$20,070.27
Spring/Hwy 12 Linkage Tap	313	\$8,750.63
Park And Rec Tourism	375	\$427,192.29
Build Grant MS 182/MLK Corridor	377	\$636,356.47
Payroll	681	\$24,060.54
Payroll		\$620,855.23
Payroll Starkville Utilities		\$3,555,388.83
Starkville Utilities		\$106,976.84
Starkville Water		\$256,448.80
Grand Total		\$7,886,093.67

31. MOTION TO RECESS UNTIL MAY 19, 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 May 19, 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 19th DAY OF MAY, 2026.

Attest:

D. LYNN SPRUILL, MAYOR

JOANNA MCLAURIN, CITY CLERK