

Mayor

D. Lynn Spruill

Vice Mayor

Roy A'. Perkins

Board of Aldermen

Kim Moreland

Sandra Sistrunk

Kyle Skinner

Mike Brooks

William Pochop

Henry Vaughn, Sr.

City Attorney

Berk Huskison

Interim Human**Resources****Director/Consultant**

Nav Ashford

City Clerk

Joanna McLaurin

Chief Financial**Officer**

Webb Corban

Utilities General**Manager**

Edward Kemp

**Police Chief**

Mark Ballard

Fire Chief

Dewayne Davis

Technology Director

Joel Clements, Jr.

City Engineer

Chris Williams

Court Clerk

Monica Lairy

Sanitation and**Environmental****Services Director**

Chris Smiley

Airport Director

Rodney Lincoln

City Planner

Daniel Havelin

Building Official

Stein McMullen

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, AUGUST 4, 2026

5:30 PM, 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

A. MINUTES

1. CONSIDERATION OF THE MINUTES OF THE JULY 17, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.
2. CONSIDERATION OF THE MINUTES OF THE JULY 21, 2026, RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.
3. CONSIDERATION OF THE MINUTES OF THE JULY 24, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

B. MAYOR'S BUSINESS

1. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO ADOPT A CHRONIC NUISANCE PROPERTY ORDINANCE.
2. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND THE LEISURE AND RECREATION DISTRICT ORDINANCE TO INCLUDE SPECIFIC LANGUAGE REQUIRING DATE SPECIFIC STICKERS AND TO EXPAND THE DISTRICT MAP.
3. CONSIDERATION OF ADVERTISING FOR BIDS FOR A 2 YEAR CONTRACT FOR MOWING OF UNIVERSITY ODDFELLOW CEMETERY, MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 ODDFELLOW CEMETERY AND BRUSH ARBOR CEMETERY.
4. CONSIDERATION OF THE RESOLUTIONS AUTHORIZING THE LOT MOWING LIENS FOR PARCEL NUMBER 118O-00-338.00 WHICH IS LOCATED DIRECTLY NORTH OF 307 WEST MAIN STREET AND 200 CURTIS STREET AS PROVIDED IN THE ATTACHMENTS.
5. CONSIDERATION OF THE RESOLUTION AUTHORIZING THE LIEN FOR 245 RUTH ROAD AS PROVIDED IN THE ATTACHMENTS.
6. CONSIDERATION OF AUTHORIZING STAFF TO ADVERTISE FOR BIDS FOR THE REPLACEMENT OF FLOORING AND CARPET AT CITY HALL.

C. BOARD BUSINESS

1. CONSIDERATION OF CALLING FOR PUBLIC HEARINGS ON THE 2026-2027 BUDGET AND TAX MILLAGE FOR THE CITY OF STARKVILLE.

D. ENGINEERING

1. CONSIDERATION OF APPROVING JUST COMPENSATION OFFERS FOR CONSTRUCTION EASEMENTS FOR 6 PARCELS FOR THE SPRING STREET NORTH PHASE 3 TA PROJECT FOR THE TOTAL AMOUNT OF \$10,230.00.

2. CONSIDERATION OF APPROVAL TO ADVERTISE FOR THE CONCRETE TERM BID PROJECT.
3. CONSIDERATION OF APPROVING TASK ORDER NO. 8 FOR NEEL SCHAFER, INC. FOR THE TIBBEE WATERSHED DRAFT FEMA MAP REVIEW FOR AN HOURLY, NOT-TO-EXCEED AMOUNT OF \$18,000.

E. **FINANCE AND ADMINISTRATION**

1. REQUEST APPROVAL TO PURCHASE NEXTREQUEST FOIA SOFTWARE FROM CIVICPLUS FOR A COST OF \$12,288.00 FOR THE FIRST YEAR WITH AN ANNUAL COST OF \$10,788.00.
2. REQUEST AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET AND SANITATION (GENERAL CITY) FOR THE PERIOD OF OCTOBER 1, 2026 – SEPTEMBER 30, 2027.

F. **HUMAN RESOURCES**

1. CONSIDERATION OF APPROVAL TO HIRE THREE (3) ADDITIONAL FIREFIGHTERS AND APPROVE THE STARKVILLE FIRE DEPARTMENT STAFFING AND ORGANIZATIONAL RESTRUCTURING PLAN.
2. REQUEST AUTHORIZATION TO PROMOTE LISA CARTER TO THE POSITION OF ASSISTANT CITY CLERK/DEPUTY CLERK IN THE CITY CLERK DEPARTMENT.
3. REQUEST AUTHORIZATION TO REHIRE TONY SYKES AS A PART-TIME CONCRETE FINISHER FOR THE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE JOSHUA BAKANE AND ELIAH "ELI" CLARK AS APPRENTICE LINEMAN II IN THE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE JEANNIE ROACH AS CUSTOMER SERVICE REPRESENTATIVE IN THE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE PERCY BURNELL AS A TEMPORARY - PART-TIME - CUSTODIAN IN THE CITY CLERK AND SANITATION DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE JAMIE JOHNSON AS STREET MAINTENANCE WORKER I IN THE STREET DEPARTMENT.

G. **INFORMATION TECHNOLOGY**

1. REQUEST APPROVAL OF A LEASE AGREEMENT WITH CSPIRE FOR A CISCO / WEBEX CLOUD HOSTED PHONE SYSTEM FOR THE LOW QUOTE PRICE OF \$2,976.50 PER MONTH.
2. REQUEST APPROVAL OF A WARRANTY RENEWAL FOR DELL EQUIPMENT FROM NEXTSTEP FOR THE SOLE SOURCE PRICE OF \$25,684.00.

H. **PARKS**

1. CONSIDERATION TO ACCEPT THE LOWEST QUOTE OF \$12,349.75 FOR VINGLI STACKING CHAIRS FROM AMAZON BUSINESS.

I. **POLICE**

1. CONSIDERATION OF THE APPROVAL TO ACCEPT THE 100% REIMBURSABLE FY27 402 POLICE TRAFFIC SERVICES GRANT IN THE AMOUNT OF \$15,642.70.
2. CONSIDERATION OF THE APPROVAL TO ACCEPT THE 100% REIMBURSABLE FY27 ALCOHOL IMPAIRED DRIVING ENFORCEMENT GRANT IN THE AMOUNT OF \$141, 018.00.
3. REQUEST APPROVAL FOR THE CITY OF STARKVILLE TO APPLY FOR THE FY 2026 COPS COMMUNITY POLICING DEVELOPMENT (CPD) MICROGRANTS PROGRAM FOR A TWO-YEAR PROJECT IN AN AMOUNT NOT TO EXCEED \$200,000 TO ENHANCE THE STARKVILLE POLICE DEPARTMENT'S CYBERCRIME INVESTIGATION CAPABILITIES AND UNMANNED AERIAL SYSTEMS (UAS) PROGRAM. THE GRANT IS 100% REIMBURSABLE WITH A 0% LOCAL MATCH. STARKVILLE FY27 BUDGET YEAR.

J. **CODE ENFORCEMENT**

1. UNDER MISSISSIPPI CODE ANNOTATED 21-19-11 (2) AND AS ADOPTED BY THE CITY OF STARKVILLE BOARD OF ALDERMEN, THE FOLLOWING PROPERTIES ARE FOUND IN VIOLATION OF SAID ORDINANCE AND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND ARE THEREFORE PLACED ON THE

PROPERTY MOWING/CLEANUP LIST:

1. PARCEL #118O-00-255.00
2. 407 DR MARTIN LUTHER KING JR DR WEST
3. 126 CLEMENTS AVE
4. 505 S MONTGOMERY
5. 902 LOUISVILLE
6. 201 BENT BROOK RIDGE ST

K. **SANITATION**

1. REQUEST APPROVAL TO DECLARE A 2015 FREIGHTLINER SWEEPER (VIN LAST 4 DIGITS:7450), A 2015 MACK FRONTLOADER GARBAGE TRUCK (VIN LAST 4 DIGITS:3375) AND A 2020 PETERBILT FRONTLOADER GARBAGE TRUCK (VIN LAST 4 DIGITS:7239) AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER.

L. **UTILITIES**

1. CONSIDERATION OF ACCEPTING THE LOW BID FROM GULF STATES ENGINEERING CO., INC. IN THE AMOUNT OF \$198,300.00 FOR THE JOSEY CREEK LIFT STATION REHABILITATION (MATERIAL ONLY).

2. REQUEST AUTHORIZATION TO DECLARE A QUINCY AIR COMPRESSOR (SERIAL NUMBER: 114009-200) LOCATED AT MONTGOMERY WATER TREATMENT PLANT AS SURPLUS AND DONATE TO THE CONSTRUCTION/CARPENTRY PROGRAM WITHIN THE MILSAPS CAREER AND TECHNICAL CENTER AT STARKVILLE HIGH SCHOOL.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM EMSS IN THE AMOUNT OF \$12,950.00 FOR A NON-POTABLE PUMP FOR THE WASTEWATER TREATMENT PLANT.

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

- A. ALL ITEMS ON CONSENT

V. ANNOUNCEMENTS AND COMMENTS

- A. MAYOR'S COMMENTS
1. NATIONAL NIGHT OUT
- B. BOARD OF ALDERMEN COMMENTS
1. STURGIS BIKE RALLY

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

- A. CHRIS THOMPSON-STARKVILLE VOICES-ORGANIZATION INFORMATION

VIII. PUBLIC HEARINGS

- A. PUBLIC HEARING AND CONSIDERATION OF VA 26-06 A REQUEST FOR A VARIANCE FROM FENCE HEIGHT REQUIREMENTS LOCATED AT 11 SANDTHORNE WAY IN A TN-N ZONING DISTRICT.
- B. SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING SEVERAL SECTIONS OF THE UNIFIED DEVELOPMENT CODE AS PART OF REVISION #15.
- C. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 586 CURRY ST, STARKVILLE, MS 39759 WITH PARCEL NUMBER 118P-00-106.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEANUP OF THE PROPERTY SHOULD OCCUR.
- D. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 305 EVERGLADE AVE, STARKVILLE, MS 39759 WITH PARCEL NUMBER 118J-00-074.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEANUP OF THE PROPERTY SHOULD OCCUR.

- E. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 305 EVERGLADE AVE, STARKVILLE, MS 39759 WITH PARCEL NUMBER 118K-00-016.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEANUP OF THE PROPERTY SHOULD OCCUR.
- F. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 305 EVERGLADE AVE, STARKVILLE, MS 39759 WITH PARCEL NUMBER 118K-00-015.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEANUP OF THE PROPERTY SHOULD OCCUR.
- G. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 305 EVERGLADE AVE, STARKVILLE, MS 39759 WITH PARCEL NUMBER 118J-00-069.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEANUP OF THE PROPERTY SHOULD OCCUR.

IX. MAYOR'S BUSINESS

- A. ALL ITEMS ON CONSENT

X. BOARD BUSINESS

- A. ALL ITEMS ON CONSENT

XI. DEPARTMENT BUSINESS

- A. AIRPORT
 - 1. THERE ARE NO ITEMS FOR THIS AGENDA
- B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT
 - 1. THERE ARE NO ITEMS FOR THIS AGENDA
- C. COURTS
 - 1. THERE ARE NO ITEMS FOR THIS AGENDA
- D. ENGINEERING
 - 1. ALL ITEMS ON CONSENT
- E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 29, 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

1. THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. ALL ITEMS ON CONSENT

H. INFORMATION TECHNOLOGY

1. ALL ITEMS ON CONSENT

I. PARKS

1. ALL ITEMS ON CONSENT

J. POLICE DEPARTMENT

1. POLICE

1. ALL ITEMS ON CONSENT

2. CODE ENFORCEMENT

1. ALL ITEMS ON CONSENT

K. SANITATION DEPARTMENT

1. ALL ITEMS ON CONSENT

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF APPROVING AN ADVERTISEMENT FOR OUTAGE MANAGEMENT SYSTEM (OMS) PROPOSALS FOR STARKVILLE UTILITIES.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- A. PURSUANT TO MISSISSIPPI CODE SEC. 25-41-7 (J) TRANSACTION OF BUSINESS AND DISCUSSIONS OR NEGOTIATIONS REGARDING THE LOCATION, RELOCATION OR EXPANSION OF A BUSINESS OR INDUSTRY.

XV. OPEN SESSION

XVI. RECESS UNTIL AUGUST 18, 2026 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.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Finance
AGENDA DATE: August 4, 2026

SUBJECT:

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

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Finance

DIRECTOR'S AUTHORIZATION:

Joanna McLaurin, City Clerk

SUMMARY:

FOR MORE INFORMATION CONTACT:

Joanna McLaurin, City Clerk

SUGGESTED MOTION:

Approval of the minutes of the July 17, 2026 work session of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
July 17, 2026**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, July 17, 2026 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Alderwoman Kim Moreland, Alderwoman Sandra Sistrunk, Alderman Mike Brooks, Alderman William D. Pochop, and Alderman Henry Vaughn, Sr., as well as City Attorney Berk Huskison and City Clerk Joanna McLaurin were also present.

Mayor Spruill opened the work session. The work session was properly noticed pursuant to Miss. Code Ann. §25-41-13 and a copy of that notice is included in the minutes. The work session was live streamed on Facebook. The public and media were welcomed and attended. The session is also available for viewing on the City website.

A presentation was given by Matt Dowell of the Golden Triangle Regional Airport on the status of the Westbound SkyWest/American Airlines flight.

The Mayor and members of the Board discussed items on the upcoming July 21, 2026 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

Mayor Spruill closed the work session

SIGNED AND SEALED THIS THE 4th DAY OF AUGUST 2026.

MAYOR D. LYNN SPRUILL

Attest:

Seal

JOANNA MCLAURIN, CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

July 17, 2026

11:00 AM

- I. CALL THE WORK SESSION TO ORDER**
- II. PRESENTATION BY MATT DOWELL OF THE GOLDEN TRIANGLE REGIONAL AIRPORT ON THE STATUS OF THE WESTBOUND SKYWEST/AMERICAN AIRLINES FLIGHT.**
- III. DISCUSSION OF THE AGENDA ITEMS FOR THE JULY 21, 2026, MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- IV. ADJOURN MEETING**

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.



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, JULY 17, 2026**

**AT 11:00 AM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525 ext. 3119, in advance for any services requested.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Finance
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF THE MINUTES OF THE JULY 21, 2026, RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Finance

DIRECTOR'S AUTHORIZATION:

Joanna McLaurin, City Clerk

SUMMARY:

FOR MORE INFORMATION CONTACT:

Joanna McLaurin, City Clerk

SUGGESTED MOTION:

Approval of the minutes of the July 21, 2026 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
July 21, 2026**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on July 21, 2026 at 5:30 p.m. in the Municipal Court Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Kyle Skinner, Mike Brooks, William Pochop, Roy A'. Perkins and Henry Vaughn, Sr., as well as City Attorney Berk Huskison and City Clerk Joanna McLaurin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

Alderman Pochop offered a motion, duly seconded by Alderman Skinner, to approve the July 21, 2026 Official Agenda as amended. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, JULY 21, 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

- A. **CONSIDERATION OF THE MINUTES OF THE JULY 7, 2026 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**
- B. **CONSIDERATION OF THE MINUTES OF THE JULY 10, 2026, SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

II. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS

1. EMPLOYEE INTRODUCTIONS

B. BOARD OF ALDERMEN COMMENTS

III. CITIZEN COMMENTS

IV. PUBLIC APPEARANCES

A. JERMAINE BANKS- TRANSPARENCY AROUND CRYPTO/BITCOIN MINING, THE POTENTIAL INVESTORS, AND IMPACT.

V. PUBLIC HEARINGS

A. SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING THE RENTAL HOUSING SECTION OF THE UNIFIED DEVELOPMENT CODE TO INCLUDE SHORT TERM RENTALS AS PART OF REVISION #14.

B. FIRST PUBLIC HEARING FOR AMENDING SEVERAL SECTIONS OF THE UNIFIED DEVELOPMENT CODE AS PART OF REVISION #15.

VI. MAYOR'S BUSINESS

A. THERE ARE NO ITEMS FOR THIS AGENDA

VII. BOARD BUSINESS

A. CONSIDERATION OF A RESOLUTION TO EXTEND ADDITIONAL FUNDING TO THE GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY FOR THE AIR SERVICE FROM GTR TO DFW IN THE AMOUNT EQUAL TO 20 PER CENT OF THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) FOR AN ADDITIONAL SIXTY THOUSAND DOLLARS (\$60,000.00) AS A PARTICIPATING SPONSOR.

VIII. DEPARTMENT BUSINESS

1. AIRPORT

2. CONSIDERATION OF RENEWING THE GENERAL LIABILITY AND HANGARKEEPERS COVERAGE FOR THE AIRPORT.

3. REQUEST APPROVAL FOR FIVE AIRPORT BOARD MEMBERS: OPERATIONS MANAGER R. BOUCHILLON, AIRPORT DIRECTOR R. LINCOLN AND ALDREMAN M. BROOKS TO ATTEND THE MISSISSIPPI AIRPORT CONFERENCE SEPT 30 - OCT 2 IN BILOXI, MS AT AN ESTIMATED COST OF \$6,479.00.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF FP 26-07 A REQUEST FOR FINAL PLAT APPROVAL FOR “NORTHSTAR INDUSTRIAL PARK LOT 3” THE SOUTHERN PORTION OF RETHERFORD ROAD IN AN I (INDUSTRIAL) ZONING DISTRICT.

C. COURTS

1. THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING PERMISSION TO APPLY FOR FUNDING FROM THE 2026 ADVANCED TRANSPORTATION TECHNOLOGIES AND INNOVATION (ATTAIN) PROGRAM.
2. CONSIDERATION OF ACCEPTING THE PUBLIC INFRASTRUCTURE OF COUNTRY CLUB ESTATES PHASES 3B, 3C, AND 3D.
3. CONSIDERATION OF APPROVAL OF CHANGE ORDER #3 TO THE ASPHALT OVERLAY TERM CONTRACT WITH FALCON CONTRACTING TO ADD A PAY ITEM FOR WALKING TRAIL PAVING.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 16, 2026 FOR FISCAL YEAR ENDING 9/30/26, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. REQUEST ACCEPTANCE OF THE JUNE 2026 FINANCIAL STATEMENTS OF THE CITY OF STARKVILLE, MS.
3. REQUEST ACKNOWLEDGMENT OF PRIVILEGE LICENSES ISSUED BY THE CITY CLERK’S OFFICE FOR THE MONTH OF JUNE 2026 BY THE BOARD IN ACCORDANCE WITH MISSISSIPPI CODE 27-17-501.
4. CONSIDERATION OF THE ACCEPTANCE OF CITY OF THE FISCAL YEAR SEPTEMBER 30, 2025 AUDIT OF THE CITY OF STARKVILLE AS PREPARED BY WATKINS, WARD & STAFFORD, PLLC.

F. FIRE DEPARTMENT

1. CONSIDERATION OF APPROVAL OF THE LOW QUOTE FROM WHOLESALE LAUNDRY EQUIPMENT SE IN THE AMOUNT OF \$24,653.41 FOR FIREFIGHTER GEAR WASHER AND DRYER.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE HADEN MCKEE AS INVENTORY CONTROL TECHNICIAN IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JEROMY HILL AS A TEMPORARY SANITATION WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO ESTABLISH A LANDSCAPE ARCHITECT POSITION WITHIN THE ENGINEERING DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF EXECUTING A DESIGN-BUILD CONTRACT WITH ARTISAN SKATEPARKS FOR THE PROPOSED SKATEPARK AT THE SPORTSPLEX.

J. POLICE DEPARTMENT

1. POLICE
1. THERE ARE NO ITEMS FOR THIS AGENDA
2. CODE ENFORCEMENT
1. THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR CONSTRUCTION OF STARKVILLE CLASS I RUBBISH SITE, FINAL CLOSURE CONSTRUCTION ON AUGUST 26, 2026 AT 10:00 AM.

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF ACCEPTING THE LOW BID FOR THE WATER SUPPLY WELL NO. 9 REBID PROJECT FROM DOUBLE S, INC. IN THE AMOUNT OF \$3,457,850.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.
2. REQUEST AUTHORIZATION TO ACCEPT THE ENGINEERING SERVICES AGREEMENT WITH AG UTILITY SERVICES, LLC, FOR ELECTRICAL ENGINEERING AND CONSULTING SERVICES ON AN AS-NEEDED BASIS.

3. **CONSIDERATION OF APPROVAL OF TASK ORDER #6 AMENDMENT #1 FROM NEEL-SCHAFER FOR ADDITIONAL PROFESSIONAL SERVICES TO APPLY FOR STATE REVOLVING LOAN (SRF) FOR THE WATER TREATMENT PLANT FOR WELL #9.**

IX. CLOSED DETERMINATION SESSION

X. OPEN SESSION

XI. EXECUTIVE SESSION

XII. OPEN SESSION

XIII. ADJOURN UNTIL AUGUST 4, 2026 IN THE COURT ROOM AT 110 WEST MAIN STREET

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Consent Items 2-21:

2. **CONSIDERATION OF THE MINUTES OF THE JULY 7, 2026 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the July 7, 2026 regular meeting 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 JULY 10, 2026, SPECIAL CALL 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 July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the July 10, 2026, special call meeting of the Mayor and Board of Aldermen of The City of Starkville” is enumerated, this consent item is thereby approved.

4. **CONSIDERATION OF RENEWING THE GENERAL LIABILITY AND HANGARKEEPERS COVERAGE FOR THE AIRPORT.**

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of renewing the general liability and hangarkeepers coverage for the Airport” is enumerated, this consent item is thereby approved.

TITAN Aerospace Insurance, LLC (MEM)
Crissy Brigance
MEMPHIS, TN

Quote Date: 7/13/2026
Control Number: 2500983



Quote Letter

Crissy,

Starr Aviation is pleased to offer the following quote based on the information you provided. Please contact us if you need any additional options or questions arise. This quote is valid for 30 days or until policy expiration, whichever comes first. This quote is subject to change pending receipt of additional underwriting information. Premiums quoted do not include any applicable state and/or municipal taxes.

Named Insured: City of Starkville
120 Airport Road
Starkville, MS 39759
Policy Period: 7/29/2026 - 7/29/2027
Insurance Company: Starr Indemnity & Liability Company
Policy Form: Starr GL
Starr Share: 100%
Underwriter Comments:

Policy Features

LIMITS OF INSURANCE		
STF - GEORGE M BRYAN - STARKVILLE, MS		
EACH OCCURRENCE LIMIT	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$100,000	Any one premises
MEDICAL EXPENSE LIMIT	\$1,000	Any one person
PERSONAL & ADVERTISING INJURY AGGREGATE LIMIT		\$1,000,000
GENERAL AGGREGATE LIMIT		\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$1,000,000
HANGARKEEPERS LIMIT		
EACH AIRCRAFT LIMIT	\$1,000,000	
EACH LOSS LIMIT	\$1,000,000	
HANGARKEEPERS DEDUCTIBLE	\$ 5,000	Each aircraft
100% PREMIUM: \$7,727		

Tax: 0% (Tax NOT included in quoted premiums)

War: Third party war liability can be purchased for additional premium

- War Liability can be purchased for a 5 % surcharge of the total annual premium for limits up to \$50,000,000 each occ/agg. (Total War limit not to exceed the policy limit)

TRIA: TRIA Liability can be purchased for a 5% surcharge on total annual premium if War is purchased to the full policy limit.

TRIA Liability can be purchased for a 60% surcharge on total annual premium if War is NOT purchased.

Note: This quote may contain several options for consideration including various limits per location. The limits for Products and Personal Injury are aggregate limits.

Endorsements	
Starr 10711	12/12 Airport Package: Platinum
Starr 10007	02/06 Asbestos Exclusion Endorsement
Starr 30001	02/06 Aviation Date Recognition Endt with Limited Coverage Grant
AVN2000A	02/06 Date Recognition Exclusion Clause
Starr 10086	02/06 Deductible Liability Insurance Endorsement
LIIBA Aviation (12.09.19)	09/19 Electronic Data Event Liability Exclusion
Starr 20033	02/06 Mississippi Cancellation / Nonrenewal Endorsement - Aviation
AVN46B	02/06 Noise and Pollution and Other Perils Exclusion Clause
AVN38B	02/06 Nuclear Risks Exclusion Clause
AVN139	08/21 Software Affirmation Clause
Starr 10055	01/15 Terrorism Exclusion
AVN48B	02/06 War, Hi-jacking and Other Perils Exclusion Clause

DEDUCTIBLE LIABILITY INSURANCE ENDORSEMENT

SCHEDULE

COVERAGE	AMOUNT AND BASIS OF DEDUCTIBLE	
Coverage A: Bodily Injury Liability	\$ XXXXXXXXXXXXX	Per Claim
	\$	Per Occurrence
Property Damage Liability	\$ 5,000	Per Claim
	\$	Per Occurrence
Coverage B: Personal and Advertising Injury Liability	\$ XXXXXXXXXXXXX	Per Claim
	\$	Per Offense
Coverage C: Medical Payments	\$	Per Claim
	\$	Per Occurrence
Coverage D: Hangarkeeper's Liability	\$ 5,000	Per Aircraft
	\$	Per Occurrence
All Coverages Combined:	\$ XXXXXXXXXXXXX	Per Claim
	\$	Per Occurrence / Offense
Total All Claims or Occurrences	\$	Annual Aggregate

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all bodily injury, property damage, personal injury, and advertising injury, however caused):

1. Our obligation under Coverage A or B to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages, and the limits of insurance applicable to each occurrence for such coverages will be reduced by the application of such deductible amount.
2. The deductible amounts stated in the Schedule apply as follows:
 - (A) PER CLAIM BASIS - If the deductible is on a per claim basis, the deductible amount applies:
 - (i) Under Coverage A or B:
 - (a) to all damages because of bodily injury sustained by any one person, or
 - (b) to all damages because of property damage sustained by any one person or organization, or
 - (c) to all damages because of personal injury or advertising injury sustained by any one person or organizationas the result of any one occurrence.
 - (ii) Under Coverages A and B Combined: To all damages because of bodily injury, property damage, personal injury and advertising injury sustained by any one person or organization as the result of any one occurrence.
 - (B) PER OCCURRENCE BASIS - If the deductible is on a per occurrence basis, the deductible amount applies:

(i) Under Coverage A or B:

- (a) to all damages because of bodily injury as the result of any one occurrence, or
- (b) to all damages because of property damage as the result of any one occurrence, or
- (c) to all damages because of personal injury or advertising injury sustained by any one person or organization as a result of any one occurrence

regardless of the number of persons or organizations who sustain damages because of that occurrence.

(ii) Under Coverages A and B Combined: To all damages because of bodily injury, property damage, personal injury and advertising injury as the result of any one occurrence regardless of the number of persons or organizations who sustain damages because of that occurrence.

- 3. Regardless of the number of occurrences, claims, suits or losses that occur in any one annual policy period, you will not be required to pay any deductible in excess of the amount shown in the Schedule above as annual aggregate for occurrences, claims or losses occurring during the annual policy period.
- 4. For the purpose of this endorsement only, the term occurrence shall include an offense giving rise to personal injury or advertising injury.
- 5. The terms of this insurance, including those with respect to:
 - (A) Our right and duty to defend any suits seeking those damages, and
 - (B) Your duties in the event of an occurrence, claim, or suitapply irrespective of the application of the deductible amount.
- 6. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

AIRPORT PACKAGE: PLATINUM

This policy is amended as follows:

1. BROAD FORM INSURED

Paragraph 1. under **WHO IS AN INSURED** is amended to include:

If you are a governmental subdivision, any elective or appointive officer or a member of any board or commission or agency of yours while acting within the scope of their duties as respects your "aviation operations".

2. ON-AIRPORT PREMISES "AUTO" COVERAGE

(A) Exclusion **2. g.** under **COVERAGE A** is deleted in its entirety.

Coverage provided by this policy will:

- (a) apply on a primary basis as respects "autos" while being operated within the airport operations area (within the secured fenced area of the airport), or while responding to an aviation emergency;
- (b) apply excess of the limits provided by the underlying insurance as respects "autos" while being operated on airport premises but outside the airport operations area.

Coverage provided by this endorsement does not apply to any obligation of the insured under a No Fault, Uninsured Motorist or Underinsured Motorist law.

(B) Paragraph b. of the definition of "Mobile Equipment" in the policy provisions is amended as follows:

- b. Vehicles maintained for use solely on or next to premises you own, lease or rent including special use vehicles designed for operation on airports. However, the following shall not be considered "mobile equipment":
 - (1) Passenger cars, pickup trucks
 - (2) Ambulances
 - (3) Snow plows while being used outside the airport operations area
 - (4) Tow trucks
 - (5) Buses, vans

3. ON-AIRPORT PREMISES WATERCRAFT COVERAGE

Exclusions **2. g.** (1) and (2) under **COVERAGE A** are deleted in their entirety and replaced with the following:

- (1) A watercraft while on airport premises, or while off premises when responding to an aviation emergency
- (2) A watercraft that you do not own that is not being used to carry persons or property for a charge

4. CONTROL TOWER - CONTINGENT

Exclusion 2. f. under **COVERAGE A** is deleted in its entirety and replaced with the following:

- f. "Bodily injury" or "property damage" arising out of Air Traffic Control operations by any insured. This exclusion shall not apply to your liability arising out of Air Traffic Control operations conducted by the military, Federal Aviation Administration (or other civil aviation authority) or their contractor.

5. BAGGAGE LIABILITY

Exclusion 2. j. under **COVERAGE A** is amended to include the following:

Paragraph (4) of this Exclusion j. does not apply to "property damage" to goods, merchandise, or baggage not owned by or rented to you while in storage, safekeeping or transit, provided you are not handling the property as bailee for hire.

6. DAMAGE TO "AUTOS"

Exclusion 2. j. under **COVERAGE A** is amended to include the following:

Paragraph (4) of this Exclusion j. does not apply to "property damage" to an "auto" while on airport premises. However, coverage hereunder will not apply to loss or damage to "autos" owned by, leased to, rented to or loaned to your officer or employee, unless the "auto" is in your custody due to towing or for valet parking for which a charge has been made.

7. STATIC DISPLAY OF AIRCRAFT

Paragraph 1. of **SPECIAL AIRPORT PROVISIONS EXCLUSION CLAUSE** under **COMMON POLICY EXCLUSIONS** is deleted in its entirety and replaced with the following:

To the conduct of any contest, flight exhibition, air meet, air race, air show (excluding static display); permitted, sponsored or participated in by any insured; or

8. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

The definition of "bodily injury" is amended to include Incidental Medical Malpractice Injury subject to the limit specified below.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render emergency medical services while on airport premises or while responding to an aircraft accident.

Coverage provided hereunder will not apply to:

- (a) Any insured (other than dedicated airport Crash, Fire, Rescue personnel) engaged in the business or occupation of providing medical services; or
- (b) Injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing medical services.

Coverage provided by this paragraph is limited to the policy limit per "occurrence" and aggregate and is included within and not in addition to the limit provided under **COVERAGE A**.

9. CO-EMPLOYEES

Paragraph 2. a. (1) of WHO IS AN INSURED does not apply.

However, coverage provided by this paragraph shall not apply to any "bodily injury" or "personal and advertising injury" arising out of:

- (i) Discrimination;
- (ii) Refusal to employ;
- (iii) Termination of employment;
- (iv) Coercion, demotion, evaluation, reassignment, discipline, harassment, humiliation, or other employment- related practices, policies, acts or omissions; or
- (v) Consequential "bodily injury" or "personal and advertising injury" as a result of (i) through (iv) above.

10. KNOWLEDGE OF "OCCURRENCE"

Duties in the Event of Occurrence, Offense, Claim or Suit under **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:

Knowledge of an "occurrence" by an agent, servant or employee of an insured will not in itself constitute knowledge by you, unless such notice has been received by your insurance administrator.

11. YOUR INADVERTENT FAILURE TO REPORT OR FAILURE TO NOTIFY

Duties in the Event of Occurrence, Offense, Claim or Suit under **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:

Notwithstanding any other provision(s) of this policy, inadvertent errors or omissions and/or failure in furnishing information, notification or reports required will not prejudice the coverage afforded by this policy provided you notify us within a reasonable time after the error has been discovered; or

The insured's rights under this policy will not be affected if they fail to give notice of an accident or "occurrence" solely because they reasonably believed that the accident or "occurrence" was not covered under this policy.

12. MUTUAL AID

SECTION V, DEFINITIONS, is amended at subsection 6, the definition of "Aviation Operations", by adding the following word after "activities":

, including, but not limited to, such ownership, maintenance, use or provision of premises, services and facilities as are required by the Mutual Aid Interlocal Agreement described in the Schedule below.

SCHEDULE

1. The Mutual Aid Interlocal Agreement is entered into between the Named Insured
and:
2. The Mutual Aid Interlocal Agreement is dated:

13. NATIONAL INCIDENT MANAGEMENT SYSTEM / NATIONAL RESPONSE PLAN NIMS AGREEMENT
(INCLUDING OFF-AIRPORT)

SECTION V - DEFINITIONS is amended as follows:

- a. The following new definition is added:
"NIMS agreement" means a written agreement between you and a governmental or nonprofit entity:
 - (1) under which you provide resources, facilities, services, and other required support to that entity during and after an emergency or disaster, and
 - (2) that is made according to the National Incident Management System and National Response Plan published by the United States Department of Homeland Security on March 1, 2004.
- b. The following is added to Subsection 6:
"Aviation operations" also means the ownership, maintenance, use or provision by you of premises, services, and facilities that are not necessary or incidental to the operation of the airport, but which you are required to do by a "NIMS agreement".

14. NON-OWNED AIRCRAFT LIABILITY (AIRPORT OWNER / OPERATOR)

COVERAGE E NON-OWNED AIRCRAFT LIABILITY

a. **Insuring Agreement.**

- (1) We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies resulting from your use of "non-owned aircraft". We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any occurrence and settle any claim or "suit" that may result. But:

- (i) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

- (ii) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under **COVERAGES A, B or E** or medical expenses under **COVERAGE C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D AND E**.

- (2) This insurance applies to "bodily injury" and "property damage" only if:

- (i) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

- (ii) The "bodily injury" or "property damage" occurs during the policy period; and

- (iii) The "non-owned aircraft" is used by you or on your behalf in connection with your ownership, operation or maintenance of the airports insured under this policy.

- (3) Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

b. **Exclusions.**

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- (2) "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- (3) Physical damage or "property damage" to, destruction of, or loss of use of "non-owned aircraft".
- (4) Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- (5) "Bodily injury" to:
 - (i) An "employee" of the insured arising out of and in the course of employment by the insured; or
 - (ii) The spouse, child, parent, brother or sister of that "employee" as a consequence of (e) (1) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (6) "Bodily injury" or "property damage" included in the "products-completed operations hazard".
- (7) Claims arising out of any "aircraft" rented to, financed for, or leased to others (or repossessed or reacquired) by any insured, subsidiary, owned or controlled firm thereof.
- (8) Any person or organization with respect to "aircraft" owned in whole or in part by, registered to, or under a lease agreement with a term of more than thirty (30) days, to such person (or member of his/her household) or organization.

c. **LIMITS OF INSURANCE**

As respects this endorsement, the **LIMITS OF INSURANCE** of the policy are extended to include the following:

The each "occurrence" limit shown below is the most we will pay under **COVERAGE E** for all damages, including all "related claims" and all damages for care and loss of services, because of "bodily injury" or "property damage" sustained by one or more persons or organizations as the result of any one "occurrence".

Subject to the each "occurrence" limit, if the **LIMITS OF INSURANCE** shown below are completed to show a limit for "'Passenger" liability limited internally to' the most we will pay under **COVERAGE E** for all damages, including all "related claims" and all damages for care and loss of services, because of "bodily injury" to "passengers" shall not exceed:

- (1) As respects any one "passenger", the amount stated below as 'each person'.

- (2) Subject to 3. (1) as respects two or more "passengers", the amount stated as the 'each person' limit multiplied by the number of seats shown in the definition of "non-owned aircraft" in this endorsement. In no event will the limit for any one person exceed the amount stated in the 'each person' limit, nor will the total amount paid for all "bodily injury", including all "related claims" and all damages for care and loss of services, because of "bodily injury" and "property damage" exceed the limits stated below as 'each "occurrence"'.

All "bodily injury", including all "related claims" and "property damage" arising out of continuous or repeated exposure to substantially the same general harmful conditions shall be considered as arising out of one "occurrence". Limits of Insurance shall be the policy limit as stated in the Declarations.

d. Definitions as respects this coverage part.

"Non-owned aircraft" means aircraft not owned in whole or in part by, registered to, or under a lease agreement with a term of more than thirty (30) days to you, provided such "non-owned aircraft" is any fixed wing or rotor-wing land aircraft bearing a "Standard" category Airworthiness Certificate having no more than 8 total seats and having a certificated gross weight not in excess of 12,500 pounds.

"Passenger" means any person in, on, or boarding the "non-owned aircraft" for the purpose of riding or flying in, or alighting from after a flight or attempted flight, including crew member(s).

"Related claims" means all claims for care and loss of services, loss of society and consortium, mental anguish, emotional distress, loss of support, medical or funeral expenses, and any and all other damages from or related to "bodily injury" to any person or "passenger". Notwithstanding anything to the contrary in the definition of "bodily injury", our liability and coverage for damages for both "bodily injury" and "related claims" are included and combined within the each person and each "occurrence" Limits of Insurance shown in this endorsement as applicable, and there are no separate or additional Limits of Insurance for "related claims".

The attached TRIA Disclosure must be signed and returned prior to binding coverage or TRIA will be included and the applicable additional premiums will be billed.

This quotation contains a broad outline of coverage and does not include all the terms, conditions and exclusions of the policy (or policies) that may be issued to you. The policy (or policies) contain the full and complete agreement with regard to coverage. Please review the policy (or policies) thoroughly upon receipt and notify us promptly in writing if you have any questions. In the event of any inconsistency between the quotation or binder and the policy, the policy language shall control unless the parties agree to an amendment.

Should you wish to bind coverage, written request and acceptance must happen prior to the inception date of the coverage.

Regards,

Page 10 of 14 **City of Starkville**

Ann Huffman

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

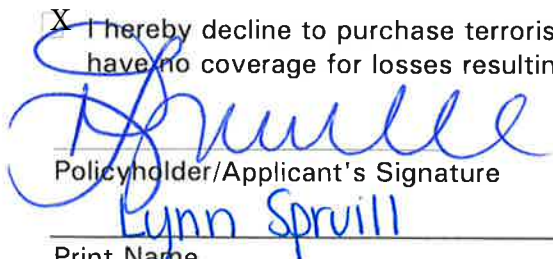
YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019; AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

☐ I hereby elect to purchase terrorism coverage for a prospective premium of \$_____.

☒ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.


Policyholder/Applicant's Signature

Print Name

7/13/2026

Date

Starr Indemnity & Liability Company
Insurance Company

N/A

Policy Number

The Starr Safety Partnership provides clients access to a suite of services from best-in-class providers at a discounted rate. Offering top level partner support across the entire life cycle of aircraft ownership: from purchase, to operations and even the sale, the Starr Safety Partnership is there to support your aviation operations.

Advanced Flight Training

- o Aviation Performance Solutions

Aircraft Maintenance

- o Bluetail
- o JSSI

Aviation Safety Consulting

- o Aviation Safety Compliance

Bird Strike Prevention

- o Pulselite

Crisis Management

- o Crisis Advisors
- o Empathia

Fatigue Risk Management

- o Pulsar

Fire Protection Consulting

- o Poole Fire Protection

SMS Software

- o Ai rTera
- o ARGUS
- o Baldwin Safety & Compliance
- o Nimbl
- o Polaris Aero
- o RISE SMS
- o TrustFlight

Sustainability

- o Avfuel Zero

Technology Solutions

- o Aeronautical Data Systems
- o Fyve By
- o Lake Fusion Technologies SITAWS
- o Visionsafe-EVAS

Training

- o Ad Astra Human Performance
- o Advanced Aircrew Academy
- o Aerial Engagement
- o Aircare International
- o Eyetracking PilotReady
- o First Class Leaders

Turbulence Avoidance Software

- o SkyPath

VAI Operational Risk & Resilience Accreditation (ORRA) Program

- o VLinc

Workplace Injury Prevention

- o Injury Prevention Solutions
- o MAGID
- o Voxel

SCAN FOR MORE
INFORMATION ABOUT
OUR PARTNERS



Coverages described herein are underwritten by Starr Indemnity & Liability Company, Starr Syndicate Limited at Lloyd's of London, Starr Insurance & Reinsurance Limited, Starr Surplus Lines Insurance Company, Starr International (Europe) Limited, or Starr Specialty Insurance Company. Starr is a marketing name for the operating insurance and travel assistance companies and subsidiaries of Starr International Company, Inc. and for the investment business of C. V. Starr & Co., Inc. and its subsidiaries. The coverages described in this document are only a brief description of available insurance coverage. It is intended for general information purposes only and does not provide any guidance regarding specific coverage available or any claim made thereunder. Any policy described herein will contain limitations, exclusions and termination provisions. Not all coverages are available in all jurisdictions. For costs and complete details of specific policy coverage, please contact an insurance professional by sending an email to the address provided above.

5. REQUEST APPROVAL FOR FIVE AIRPORT BOARD MEMBERS: OPERATIONS MANAGER R. BOUCHILLON, AIRPORT DIRECTOR R. LINCOLN AND ALDREMAN M. BROOKS TO ATTEND THE MISSISSIPPI AIRPORT CONFERENCE SEPT 30 - OCT 2 IN BILOXI, MS AT AN ESTIMATED COST OF \$6,479.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval for five airport board members: operations manager R. Bouchillon, airport director R. Lincoln and Alderman M. Brooks to attend the Mississippi Airport conference Sept 30 - Oct 2 in Biloxi, MS at an estimated cost of \$6,479.00” is enumerated, this consent item is thereby approved.

6. DISCUSSION AND CONSIDERATION OF FP 26-07 A REQUEST FOR FINAL PLAT APPROVAL FOR “NORTHSTAR INDUSTRIAL PARK LOT 3” THE SOUTHERN PORTION OF RETHERFORD ROAD IN AN I (INDUSTRIAL) ZONING DISTRICT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of FP 26-07 a request for final plat approval for “Northstar Industrial Park lot 3” the southern portion of Retherford Road in an I (industrial) zoning district” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPROVING PERMISSION TO APPLY FOR FUNDING FROM THE 2026 ADVANCED TRANSPORTATION TECHNOLOGIES AND INNOVATION (ATTAIN) PROGRAM.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval to apply for funding from the 2026 Advanced Transportation Technologies and Innovation (ATTAIN) program” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF ACCEPTING THE PUBLIC INFRASTRUCTURE OF COUNTRY CLUB ESTATES PHASES 3B, 3C, AND 3D.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of accepting the public infrastructure of Country Club Estates phases 3B, 3C, and 3D” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVAL OF CHANGE ORDER #3 TO THE ASPHALT OVERLAY TERM CONTRACT WITH FALCON CONTRACTING TO ADD A PAY ITEM FOR WALKING TRAIL PAVING.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of change order #3 to the asphalt overlay term contract with Falcon Contracting to add a pay item for walking trail paving” is enumerated, this consent item is thereby approved.



CITY OF STARKVILLE

ENGINEERING DEPARTMENT

110 W MAIN ST, STARKVILLE MS 39759

CONTRACT CHANGE ORDER

DATE:	7/14/2026
ORDER NO.:	3
CONTRACT FOR:	Term Contract for Annual Asphalt Overlays
OWNER:	City of Starkville
CONTRACTOR:	Falcon Contracting Co., Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications.

Addition of below pay items:

Pay Item No.:	Description	Unit Cost
5.2	Hot Mix Asphalt, ST, 9.5mm Mix for Walking Track Overlaying (labor only)	\$83.00/ton

Justification: This change order adds a pay item for walking trail asphalt paving. The scope of the existing contract contains paving for City Streets. The production for walking track paving is much slower and as such results in a higher installation price. This pay item combined with existing pay item 3.0 results in a total installation price of \$200/ton for walking track paving.

The amount of the Contract will be (increased) / (decreased) by the sum of:

N/A

The Contract Total including this and previous change orders will be:

Unit Price Contract with No Total

The Contract Period provided for completion will be (increased) / (decreased) / (unchanged) by:

N/A

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted:

Lynn Spruill

Owner (print)

(signature)

7/21/26

(date)

Accepted:

Nate Criswell

Contractor (print)

(signature)

7-15-26

(date)

10. REQUEST ACCEPTANCE OF THE JUNE 2026 FINANCIAL STATEMENTS OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the June 2026 financial statements of the city of Starkville, MS” is enumerated, this consent item is thereby approved.

11. REQUEST ACKNOWLEDGMENT OF PRIVILEGE LICENSES ISSUED BY THE CITY CLERK’S OFFICE FOR THE MONTH OF JUNE 2026 BY THE BOARD IN ACCORDANCE WITH MISSISSIPPI CODE 27-17-501.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of privilege licenses issued by the City Clerk’s office for the month of June 2026 by the Board in accordance with Mississippi Code 27-17-501” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF THE ACCEPTANCE OF CITY OF THE FISCAL YEAR SEPTEMBER 30, 2025 audit OF THE CITY OF STARKVILLE AS PREPARED BY WATKINS, WARD & STAFFORD, PLLC.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of City of the fiscal year September 30, 2025 audit of the City of Starkville as prepared by Watkins, Ward & Stafford, Pllc” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF APPROVAL OF THE LOW QUOTE FROM WHOLESALE LAUNDRY EQUIPMENT SE IN THE AMOUNT OF \$24,653.41 FOR FIREFIGHTER GEAR WASHER AND DRYER.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Wholesale Laundry Equipment SE in the amount of \$24,653.41 for firefighter gear washer and dryer” is enumerated, this consent item is thereby approved.

14. REQUEST AUTHORIZATION TO HIRE HADEN MCKEE AS INVENTORY CONTROL TECHNICIAN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Haden McKee as Inventory Control Technician in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

15. REQUEST AUTHORIZATION TO HIRE JEROMY HILL AS A TEMPORARY SANITATION WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Jeromy Hill as a temporary Sanitation Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.



SALES AGREEMENT: S-QU064235

Page 1 / 2

2950 Hwy 77 Southside, AL 35907 256-413-7623
Russ Arbuckle * *

Bill-To: C051357
STARKVILLE FIRE DEPARTMENT
110 WEST MAIN STREET
STARKVILLE, MS 39759

Ship-To: C051357
STARKVILLE FIRE DEPARTMENT
110 WEST MAIN STREET
STARKVILLE, MS 39759

Date: 7/3/2026
Requested By:
E-Mail: lashonda@cityofstarkville.org
Phone: (662)323-1845
Mobile:
Billing Terms: Cash on Delivery
Customer PO:
Expiration: 8/2/2026

Product No.	Description	Quantity	Unit Price	Disc	Ext. Price
CG-EH040L110211100	Continental Model EH040L110211100 40 lb Capacity Washer EH040-LOE1W12-TTS1T0-001-GIO Soft Mount E Series High-Performance Washer Logi Controller; Gravity Drain	1 EA	12,056.15		12,056.15
DE-8410B.20	V-LINE 2 PUMPS, NO REMOTE, WITH BARB FITTINGS	1 EA	571.50		571.50
DE-951.3B.V	FLUSH MANIFOLD WITH FLUSH VALVE INSTALLED - 3 STATION 3/8" BARB ON CHEM PORTS / 1/2 BARB ON OUTLET	1 EA	260.90		260.90
CG-SD-6	Continental Model SD-6 Station Dry Cabinet Gear Dryer 6 Gear Sets Electrical Service 240V/60Hz/1Ph SD-6-COO	1 EA	9,137.13		9,137.13
EQP-INS-OPL	Equipment Sales-Install-OPL	1 EA	1,644.50		1,644.50
SAL-FREIGHT	Freight on New Equipment	1 EA	983.23		983.23
Subtotal					24,853.41
Sales Tax					0.00
Total					\$24,853.41

PURCHASER ACKNOWLEDGMENT:

Purchaser Name: City of Starkville
Phone: 662-323-1845
Email: davis@cityofstarkville.org
Purchaser Signature: [Signature]
Date: 7/21/26

Wholesale Commercial Laundry

By: _____

*Credit terms are subject to change based on credit approval.
Invoices not paid by due date will incur a monthly 1.5% Finance Charge. Pricing included hereon includes a discount for payment by cash or check. If you would like to use a credit card, a 3% convenience fee will be assessed for amounts that exceed \$3,000.
THE GOODS SET FORTH HEREIN ARE SPECIAL ORDER AND ARE NON-CANCELABLE.

By signing above, purchaser agrees on behalf itself and the entity it represents, (collectively, the "Purchaser") to this Sales Agreement and the Terms and Conditions of Sales attached hereto and incorporated herein by reference, and a copy of which are located on Seller's website including Paragraph 19 regarding Tariffs

EQUIPMENT-TERMS AND CONDITIONS OF SALE

1. These Terms and Conditions of Sale are incorporated by reference into the Sales Agreement signed by Purchaser on the first page thereof (hereinafter referred to as the "Agreement"). The Agreement supersedes any prior understanding or written or oral agreement between the parties and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the Seller has the power to modify the provisions hereof in any respect, that Seller shall not be bound by, or liable to, Purchaser for any representation, promise or endorsement made by any agent or person in Seller's employment not set forth in this Agreement, and no modification or amendment of this Agreement shall be binding on the Seller unless set forth in writing and signed by an authorized officer of the Seller.
2. If Purchaser claims sales or use tax exemption on all or part of the machinery and/or equipment subject to this Agreement (referred herein as the "Goods"), Purchaser must provide Seller with a tax exemption certificate acceptable to Seller. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication, including any price changes made by manufacturer of the Goods prior to Seller's placement of a binding order are subject to correction. Any changes in material or design can be made in the Goods sold by Seller and Seller is under no obligation to make such changes on Goods previously sold and delivered. Amounts charged on credit cards are limited. Seller may terminate this Agreement in its sole discretion based upon any reasonable negative credit review, site review and/or pricing discrepancy. In the event Seller receives any price increases on any of the Goods from any of the manufacturers of the Goods then Purchaser expressly agrees that Seller can pass on these price increases to Purchaser and the purchase price of the Goods shall be increased by the amount of these price increases.
3. If the full purchase price is not paid in cash at or before delivery, Purchaser may be required by Seller to execute and deliver to Seller, a promissory note or a series of promissory notes accompanied by an installment sales contract, equipment lease or security agreement, as applicable, UCC-1 or such other lien instrument in form appropriate for the state where the Goods will be located, provided, however, that title to all Goods referred to in this Agreement shall remain in Seller, until the full purchase price has been paid. If Purchaser fails to execute and deliver such promissory note or series of promissory notes and installment sales contract, equipment lease, security agreement, as applicable, or other lien instrument as Seller may request, the full purchase price shall forthwith become due and payable immediately. Until the full purchase price has been paid by Purchaser, Purchaser shall not remove any of the Goods from the premises where they were originally installed without the prior written consent of Seller. In addition, Seller is entitled to file a UCC-1 for a purchase money security interest in Goods to secure Seller's position with respect to possible other secured parties and other rights under Applicable Laws. Purchaser hereby acknowledges that Seller does not recommend or require any third-party financing institution in connection with financing, purchase or leasing the Goods specified in this Agreement, and Purchaser owes the amounts for the Goods set forth herein regardless of any third party Purchaser selects for financing.
4. To secure the payment of the purchase price of the Goods, the payment of interest and reasonable attorney's fees and other legal expenses incurred by Seller as hereinafter set forth, Purchaser hereby grants to Seller a security interest in all Goods and any and all equipment, parts, accessories, attachments, additions and other goods, and all replacements thereof, now or hereinafter installed in, affixed to or used in connection with said goods, and if Purchaser sells or otherwise disposes of the goods in violation of the terms of this Agreement, Seller shall have a security interest in the proceeds of such sale or disposition until all payments due from Purchaser to Seller are made in full (the "Collateral"). In the event Purchaser fails to pay when due any indebtedness secured by this Agreement, Purchaser shall be deemed in default under this Agreement, and Seller shall have all the rights and remedies granted under Applicable Law, including, but not limited to, the rights and remedies under the Uniform Commercial Code, and the right to replevin or repossess the Collateral. In addition, Seller may require Purchaser to assemble the Collateral and make it available to Seller at any place designated by Seller that is reasonably convenient to both parties. The respective names and addresses of Purchaser and Seller are set forth on the Sales Agreement, or as updated from time to time by the parties. Purchaser and Seller agree that this Agreement, or a copy thereof, may be used as a financing statement, and Purchaser hereby appoints Seller as Purchaser's attorney-in-fact for the limited purpose of filing a UCC-1 financing statement on the Collateral in any applicable jurisdiction.
5. In addition to the rights and remedies set forth above, if Purchaser is in default under any of the terms or provisions of this Agreement, Seller, at its option, may retain all payments made by Purchaser hereunder to offset any damages incurred by Seller and/or the purchase price not paid of the Goods. Purchaser agrees that if Purchaser is unable to fulfill the total covenants and obligations as provided for and contained in this Agreement, any money paid herewith as a deposit shall become the absolute property of Seller as partial compensation of Purchaser's failure to perform its agreement and such funds shall be applied to Seller's damages. However, Seller shall also be entitled to immediately proceed under any Applicable Laws to be compensated for all of the damages resulting from Purchaser's breach. If Seller or its assigns retakes possession of the Collateral, Seller shall keep all payments made by Purchaser, and all rights of Purchaser shall then be extinguished, and Seller may forthwith sell the Collateral at public or private sale. Any action required to be taken for Purchaser's failure to perform the terms and conditions of this Agreement shall result in Purchaser's being responsible for the payment of reasonable attorney's fees for any attorney engaged by Seller to protect its interests, all costs incurred, and interest at the maximum rate allowed by law from the date of Purchaser's breach hereof payable on demand, whether the parties litigate or not, including any appellate or bankruptcy proceeding.
6. Purchaser agrees that until the purchase price is paid in full or in the event that this Agreement is financed through the use of an installment sales contract or equipment lease, Purchaser will keep the Goods fully insured for the benefit of Seller and Purchaser as their respective interest may appear. Purchaser shall furnish the Seller with a policy or certificate thereof prior to the date the Goods are delivered. Purchaser agrees the amount of all insurance carried in the Collateral shall be an amount not less than that which shall provide for Seller to receive full compensation for the unpaid portion of the price due to Seller in case full or partial loss occur to Seller's goods. Coverage must be placed with a reputable or financially responsible carrier or carriers with a minimum A.M. Best rating of A+. Purchaser shall cause its insurers to endorse the required insurance hereunder to waive any rights of subrogation against the Seller and its indemnitees. This insurance must name the Seller and its indemnitees as additional insureds under an "Additional Insured" endorsement, and it must be primary over any insurance maintained by Seller and its indemnitees.
7. Delivery dates are estimates only, and not binding on Seller. Seller shall not be liable for any damages caused by delay in delivery beyond its control. In the event of delay, the date of delivery shall be extended for a period of time equal to the time lost by reason of the delay.
8. Except as may be set forth on page 1 of the Sales Agreement, all Goods are sold FOB Shipping Point. Purchaser shall pay all freight, cartage, shipping, and handling charges from the factory where the Goods have been manufactured. The risk of loss or damage from time of shipment of the Goods shall be borne by Purchaser when the Goods are tendered to the carrier. The same shall hold forth whether Seller delivers the Goods to a common carrier, an independent contractor or transport service whether provided by Seller or Purchaser. All transportation, freight, rigging or delivery prices are valid for 30 days. In the event any of these cost or prices have increased after 30 days from the date of this Agreement, then the Purchaser expressly agrees that Seller can pass on these increases in cost.
9. Unless set forth in this Agreement as mutually agreed upon, all delivery of Goods shall be curbside at the Seller's warehouse at the address above. Seller shall have no responsibility whatsoever to deliver, uncrate or set up any of Goods unless specified by mutual agreement in writing. Purchaser shall have the sole responsibility for all installation of the Goods and any permits required and for providing the connection of the Goods delivered to any plumbing, electric, gas, vent or other utility connections. If delivery to Purchaser's location is agreed, Purchaser shall be responsible for providing adequate access for delivery of Goods. Seller will store Goods in its warehouse at its discretion at no charge for up to 30 days for any Goods that are required to be shipped to its warehouse prior to shipment or deliver to Purchaser. After 30 days, Seller can assess a reasonable daily charge for this storage. Purchaser agrees to pay all storage charges incurred.
10. Pursuant to notices that may be required under Applicable Laws, there are no cash refunds, credit refunds or exchanges of merchandise under this Agreement.
11. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, where permitted by this Agreement. Purchaser expressly agrees that this Agreement is binding upon it and is not subject to cancellation. Purchaser agrees that in the event of cancellation of this Agreement by mutual consent or by notice of right of cancellation embodied in this Agreement, then, and in that event, Purchaser will pay to the Seller any restocking charges, out of pocket costs, and the reasonable value of work done by Seller. This provision shall not give Purchaser the right of cancellation of this Agreement. The obligations of Purchaser and rights of Seller shall survive termination or expiration of this Agreement.
12. The right, title, and interest of Seller, in this Agreement and to the Goods referred to herein may be assigned without notice and the assignee shall acquire all of the rights and remedies of Seller but shall not be deemed to have assumed any of its obligations. Purchaser will not assert against the assignee of Seller, any defenses, counterclaims or setoffs available against the Seller.
13. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. Purchaser and Seller agree that this Agreement shall be construed and governed by the laws of the State of Seller's primary domicile (the "Applicable Laws") and that venue for any dispute or litigation arising out of this Agreement shall be in the appropriate State or Federal courts in the city or county nearest to Seller's primary domicile. The parties agree that any signatures or initials communicated electronically or by facsimile machine and any facsimile or photocopy or electronic copy of this Agreement including counterparts shall be valid and binding on the parties.
14. **WARRANTY DISCLAIMER. THE ONLY WARRANTIES, IF ANY EXPRESSLY STATED IN THE SALES AGREEMENT THAT APPLY TO THE GOODS ARE THOSE GIVEN BY THE ORIGINAL MANUFACTURER, AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY EMPLOYEE, AGENT OR OTHER PERSONS TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS GOODS.** Any description of the of Goods is for the sole purpose of identifying them and shall not be deemed to create an express warranty that the Goods shall conform to any such description; any sample or model is for illustrative purpose only and shall not be deemed to create an express warranty that the of Goods shall conform to the sample model; and no affirmation or promise, or description, or sample or model shall be deemed part of the basis of the bargain.
15. **PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY INDIRECT DAMAGES, PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF TIME, LOSS OF PROFIT, LOSS OF USE, MATERIALS IN GOODS, OR LOSS OF INCOME. PURCHASER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF GOODS. PURCHASER ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH WOULD EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**
16. **SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY PURCHASER UNDER THE AGREEMENT FOR THE GOODS GIVING RISE TO THE CLAIM.** Purchaser shall fully indemnify, defend and hold harmless Seller and its affiliates and their respective shareholders, officers, directors, members, agents and employees against all expenses, costs (including reasonable attorneys' fees), claims, demands, damages, liability, suits or the like arising in connection with or out of (i) any breach by Purchaser of the Agreement, (ii) Seller's adherence to specifications or use of material furnished or specified by Purchaser or any of its agents, (iii) any damage to property or injury (including death) caused by the acts or omissions of Purchaser or its agents, or (iv) any damages arising out of the sale or exchange of all or a part of the Goods sold hereunder to a third party.
17. If Purchaser is trading-in equipment as part of this sale, Purchaser warrants and represents that Purchaser has good title, free and clear of all liens and encumbrances and further Purchaser agrees to indemnify, defend, and hold harmless Seller from all costs or claims whatsoever arising out of the trade-in equipment.
18. **PARTS WARRANTY:** (a) New equipment: one (1) year parts replacement; (b) Used equipment: Sold in "AS IS" condition with no warranty. As to (a) above this shall not include padding, belts, hoses or other expendables. Purchaser shall be responsible for all freight and shipping costs incident thereto. Any improper installation or misuse of the Goods shall void this parts warranty. No labor warranty is included.
19. **TARIFFS:** Purchaser agrees that in the event that any tariffs, duties, import taxes or the like that at any time are increased or imposed in any way which increases the costs of any of the Goods herein, then

16. REQUEST AUTHORIZATION TO ESTABLISH A LANDSCAPE ARCHITECT POSITION WITHIN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval to establish a Landscape Architect position within the Engineering Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF EXECUTING A DESIGN-BUILD CONTRACT WITH ARTISAN SKATEPARKS FOR THE PROPOSED SKATEPARK AT THE SPORTSPLEX.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of executing a design-build contract with Artisan Skateparks for the proposed skatepark at the Sportsplex” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR CONSTRUCTION OF STARKVILLE CLASS I RUBBISH SITE, FINAL CLOSURE CONSTRUCTION ON AUGUST 26, 2026 at 10:00 AM.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for construction of Starkville Class I rubbish site, final closure construction on August 26, 2026 at 10:00 AM” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF ACCEPTING THE LOW BID FOR THE WATER SUPPLY WELL NO. 9 REBID PROJECT FROM DOUBLE S, INC. IN THE AMOUNT OF \$3,457,850.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of accepting the low bid for the Water Supply Well No. 9 rebid project from Double S, Inc. in the amount of \$3,457,850.00 and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO ACCEPT THE ENGINEERING SERVICES AGREEMENT WITH AG UTILITY SERVICES, LLC, FOR ELECTRICAL ENGINEERING AND CONSULTING SERVICES ON AN AS-NEEDED BASIS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval to accept the Engineering Services agreement with AG Utility Services, LLC, for electrical engineering and consulting services on an as-needed basis” is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF APPROVAL OF TASK ORDER #6 AMENDMENT #1 FROM NEEL-SCHAFER FOR ADDITIONAL PROFESSIONAL SERVICES TO APPLY FOR STATE REVOLVING LOAN (SRF) FOR THE WATER TREATMENT PLANT FOR WELL #9.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of task order #6 amendment #1 from Neel-Schaffer for additional professional services to apply for State Revolving Loan (SRF) for the Water Treatment Plant for well #9” is enumerated, this consent item is thereby approved.



LEGEND		Total
Artisan Skateparks		488
American Ramp Co.		475
Grindline Skateparks		479

Starkville Community Skate Park

Ranking Committee

Aggregated Scoresheets

Phase 2- RFP

Project #:

25007

Project Name:

Recreational Trails Grant Skate Park (Starkville Community Skatepark)

Phase: Phase 2, Request for Proposals

Date: April 29th, 2026

Time: 2:00 PM CST

Location: City Hall, 110 W Main St, Starkville, MS 39759

Ranking Criteria	Points	Cody Burnett			Daniel Havelin			Lynn Spruill			Chris Williams			Stephen Kachelman		
		35	35	28	30	35	34	35	32	33	33	30	32	33	32	30
Price / cost value (35%)	35															
Knowledge & experience in executing similar skate park projects (20%)	20	20	20	20	19	16	20	20	20	20	20	19	20	20	20	20
Experience & qualifications of proposed construction team (15%)	15	15	15	15	15	13	14	15	15	15	15	14	15	15	15	15
Experience & qualifications of proposed designer (15%)	15	15	15	15	15	13	15	15	15	15	15	15	15	15	15	15
Construction approach & schedule control (15%)	15	15	13	15	14	13	15	15	15	15	14	15	13	15	15	15
Total Points	100	100	98	93	93	90	98	100	97	98	97	93	95	98	97	95

ARTISAN SKATEPARKS

PROPOSED SCOPE OF WORK FOR CONSTRUCTION SERVICES

Artisan Concrete Services Inc (Artisan Skateparks) has prepared this scope of work to summarize our process and to aid in the clarification of project responsibilities. Accordingly, Artisan is providing City of Starkville Mississippi (CLIENT) with this scope of work for the Design/Construction services for Skatepark/Pump track.

The proposed scope of work for this project shall include but not be limited to the following: Design / Build services for the Starkville Mississippi Skatepark

PHASE I - Skatepark Planning and Project Management

Objectives:

- Define scope of work, budget, schedule and overall project coordination.
- Review any existing studies, design concepts, existing data sources and any other applicable work done to date in regards to this project.
- Establish a working relationship with all team members.
- Offer three design concepts similar in size and budget to assist during the design process.

I.a – Project Management

- The goals of this phase will be to perform an analysis of the identified site. We will evaluate the skatepark location and condition, as well as identify and evaluate existing design issues, program elements and create a design program for the overall phase that meets the intent of the project goals and objectives.

I.b - Define Scope, Budget and Collection of Materials

- Artisan will provide the client with a project design program to help compile all necessary information pertinent to this project. This form will assist the design team with Skatepark Evaluation and Conceptual Design elements.
- The Client shall provide Artisan with a list of approved, required and/or prohibited construction products, materials, finishes and colors for this project.
- The Client shall provide Artisan with all available existing and proposed project information as it relates to the master plan improvements in CAD format, this shall include but not be limited to the following items:
 1. Property lines and project boundaries
 2. Survey benchmark and basis of bearing
 3. Easements
 4. Topography
 5. Site improvements
 6. Utility locations
 7. Vegetation

ARTISAN SKATEPARKS

- The Client shall provide Artisan with a geo-technical report containing the locations of all borings, an executive summary, detailed description of the findings and recommendations and a detailed report of the laboratory tests performed. Assisting the City with determining appropriate timing for any needed site survey and geo-technical information, as well as assisting the City to secure these services (if applicable) from an appropriate sub-consultant. The designer will be responsible for evaluating associated data and incorporating the data into the final site analysis and Skatepark design. The cost of the Geo-Technical Report is the responsibility of the client.
- The Client shall provide Artisan with the proposed construction budget and any known in-kind or local costs for materials to be included in the estimate of probable construction costs.
- The Client shall provide Artisan with a list of all agencies required to review and approve the construction document package.
- The Client shall provide Artisan with any specific details, title blocks, specifications and/or document formatting requirements.

I.c – Design Team Kick Off Meeting (Site Visit)

- The Kick Off Meeting is where all team members are able to set the tone for the project, discuss goals, expectations, scheduling, budgeting.
- Establish the project working relationship with all members of the project design team.
- Review applicable studies, concepts, existing data sources, and any other work done to date in the interest of this project.

I.e - Park Examples

- Artisan will provide the Client with two (2) skate park design examples (the examples may include existing skate park projects) that fit the project size and budget constraints. These examples will show possible terrain and layouts to aid in the public design process.
- Skate park examples will be provided in both plan and 3 dimensional views.

PHASE II – Schematic Design and Preliminary Estimate

OBJECTIVES:

- 2 Private design review meetings
- 1 Public design review – input meeting
- Three concept designs
- Provide final master plan concept
- Provide preliminary estimate of probable construction cost
- Final Skatepark design graphics in 3D format
- 3D fly through video of the final concept
- In-Kind donation allocation and funding assistance

II.a – Private Design Review Meeting

- Artisan and the Client will meet at the site, discussing limitations, exceptions and advantages of the site prior to the public input/design meeting.

II.b - Public Input Meeting

- This meeting will serve as an introduction of sorts, it gives the community and users alike to meet our design team, ask questions about our experience and discuss their Skatepark project in-depth. The meeting will be structured to cover two main points.
- Design Team Intro and User Request
 - a. Design team introduction; It gives the community and users alike to meet our design team, ask questions about our experience and discuss their Skatepark project in-depth.
 - b. We will discuss the users needs/wants.
 - c. Surveys will be distributed that will provide us with feedback needed for our analysis.
- This section of the meeting is meant to cultivate and grow the user's ideas, get them on paper and provide a starting point for our Design team.
 - a. We will provide three concept designs, that are similar in size and budget to begin discussions and aid in the flow of conversation. Please note these designs will not be site specific but merely a depiction of what can be done.
 - b. The lead design and project manager will walk the skaters/user groups through the designs discussing the reasoning behind the flow, style, etc.
 - c. We employ an open format that allows attendees to engage directly with our design staff. Using visual aids, small group sketch sessions and video tools to engage the local users.
 - d. Social media links as well as hashtags will be given out to provide an outlet for further discussion regarding design intent.
- A typical design input workshop takes 2 to 3 hours.
- Please note II.a and II.b will be conducted on the same on-site visit.
- Due to the current situation with COVID-19. We offer multiple options to engage and receive public input. Whether you prefer us to be on-site and or use social media, online survey's and virtual meetings we can ensure the public will be included throughout the design process.

II.c - Skate Park Conceptual Designs

- Based on the information obtained from the kick off meeting, design review meetings and social media. Artisan will prepare a maximum of three conceptual Skate park designs that illustrating the overall layout and fit within the proposed site and budget.
 - Develop a maximum of two (2) conceptual Skatepark designs.
 - Incorporation of amenities
 - Preliminary cost estimates.
- The conceptual designs will be provided in both plan and 3 dimensional views.

II.d -Private Design Review Meeting

- Artisan will discuss the conceptual designs with the City, as well as provide the online - social media feedback that has been received.
- Once a direction has been established and agreed upon, Artisan will incorporate the social media comments and begin to shape designs.
- The conceptual designs will show the final Skatepark design and its relationships to the existing sites in general detail.
- Conceptual designs will be uploaded to social media channels to allow for users and community members to provide feedback.
- **Public Design Meeting:** The second public design meeting will follow the same format as the first meeting only Artisan will present the skate park conceptual designs prepared specifically for this site. The meeting participants will also have opportunity ask any question and provide any input on the proposed skate park design.

II.f – Skate Park Fly-Through Video

- Once the final design has been approved, Artisan will provided a 3D fly through video of the overall Skatepark design and its surroundings.

PHASE III -TURNKEY CONSTRUCTION SERVICES

Objectives:

- Construction Documents provided by Pillar Designs
- To construct the skatepark/pump track per plan, per the base bid construction documents, provided by Pillar Design Studios, and within budget, while maintaining high quality standards.
- Artisan will provide all necessary labor and personnel to complete the concrete skatepark.
- Artisan will provide all materials utilized in this job.
- Artisan will provide all necessary tools and equipment necessary to complete the job, including any equipment rental, and shotcrete air compressor rental.

Pre-Construction Meeting (VIRTUAL)

- Artisan will meet with the Client and any other necessary team members to review and go over the design intent, construction documents and specifications.

Construction

- Mobilization
- Site layout
- Skid Steer for gravel subgrade placement and Stone Sub-base Installation and Compaction.
- Formworks and Turndown Structures
- Skateable Imbedded Steel Fabrication and Installation
- Geo Foam Fabrication and Installation, as necessary.

ARTISAN SKATEPARKS

- Steel Reinforcement Works
 - Casting Concrete Works
 - Shotcrete Works
 - Flatwork Concrete Works
 - Caulking of all Joints and Saw Cut Joints
 - Painting of all Exposed Imbedded Steel in Skatepark Area
 - Application of Penetrating Sealant to all Skatepark Surfaces
 - Site Clean Up and Demobilization
- The construction process will be managed daily, and the schedule will be reviewed weekly by the Project Manager, ensuring all parties are apprised of all stages of construction.

Project Completion

- Artisan will provide the client with written notice that all tasks within the scope of work have been completed and submit for final payment. Artisan and Client will conduct the final walkthrough and inspection, and warranty and maintenance schedules will be reviewed.

Exclusions

- General Conditions, including any temp fencing, erosion control, signage, water access, portable toilets, dumpsters for jobsite waste. Engineering, Third Party Testing and Permitting Fees. Curbing and Hardscapes Outside of Skateable Surfaces. Fencing and Furnishing. Landscaping and Irrigation. Dumpsters for Waste During Construction.

ARTISAN RESPONSIBILITIES

- Cooperation: Artisan will cooperate with the Client during the life of the Project. Artisan will also take all reasonably necessary precautions to protect the Work of the Owner and other contractors from damage that may be caused by Artisan's or sub-consultants of Artisan's Work.
- Payment of Employees, Subcontractors, and Suppliers. Artisan agrees to pay its employees, Subcontractors, and suppliers for all labor, services, and materials supplied in connection with the Project. Artisan will indemnify and hold the client harmless from any claims made by Artisan's employees, subcontractors, and suppliers.
- Safety: Artisan will comply with all safety laws, regulations, and/or ordinances applicable to the Project that are set forth by any governmental agency with jurisdiction over the Project. Artisan will always maintain a safe workplace and will immediately report any injuries or safety problems to the client.
- Clean up: Artisan will maintain a clean work site and will keep the premises free from accumulated waste.

ARTISAN SKATEPARKS

- **Warranty:** Our team guarantees that the highest qualitative standards be utilized in both planning and execution of the construction of each concrete Skatepark. We guarantee that all approved materials in the construction of all skateparks are new and free from defect. We offer the Owner a one-year (1) unconditional warranty from defects in workmanship and material quality not caused by the normal wear and tear of the Skatepark facility.

PROJECT ASSUMPTIONS:

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word, version 2024.
- All spreadsheet documents will be generated using Microsoft Excel, version 2024.
- The cost of any landscaping, fencing, lighting, electrical or other amenities is not included in the currently proposed budget. Artisan is not responsible for any grass seed or sod.
- The Client will waive any permitting costs associated with the construction.
- Onsite Utilities will need to be marked prior to construction start.
- Water supply required for work provided by the Client.
- Unforeseen or subsurface issues will be rectified with a change order.
- The nature of our work, it is hand mixed, hand applied, hand carved and hand colored. Differences in appearance are part of the natural beauty and are not meant to be perfect and uniform in color, texture or finish. The "Normal" abnormalities are what gives it a natural feel and unique finish.
- Materials, Machines and/or vehicles may be left on jobsite when not in use. Secured by Artisan.

PROJECT FEES

Fees for the Services detailed in the proposed scope of work are outlined below. Reimbursable expenses are included in the fee below.

<u>Lump Sum Construction Services -</u>	<u>\$400,000.00</u>
--	----------------------------

CONTRACT PROVISIONS

- The compensation due Artisan for the work to be performed hereunder shall be set forth in Fees above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above-described scope of work. Artisan shall notify the Client before performing any Additional Services that are expected to result in additional compensation. Wherever practical, such Additional Services shall be authorized by a written Change Order. To avoid delays in the progress of the work, the Client may also authorize Additional Services by written communication, including email or other electronic correspondence, with the parties executing a formal Change Order

Page 6 of 11

Construction Scope of Services for Starkville Skatepark phase 2
June 11, 2026

ARTISAN SKATEPARKS

or summary Change Order at a later date. The parties agree that the absence of a fully executed Change Order shall not invalidate the Client's obligation to pay for Additional Services that were authorized by the Client in writing, including by email or other electronic communication, after Artisan notified the Client that such services would result in additional compensation. Client acknowledges that execution of this Agreement authorizes Artisan to proceed with the Scope of Work described herein.

~~Wherever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Artisan, hereunder, provided the change was in fact approved and ordered by the Client. Client accepts that signing this form shall be construed as authorization by the Client for Artisan to proceed with the work.~~

- All fees, commissions, product charges and expenses billed shall be due within ~~forty five days (net 45)~~ ~~thirty days (net 30)~~ of the date of billing. Artisan will provide Bi-Weekly pay applications. Pay applications will accurately depict the progress of Artisan's Work and the percentage of the Work performed to date or will reflect the payment schedule agreed upon by the parties.
- Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.). Client agrees that all statements not objected to in writing within five (5) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of Artisan's performance and the value of the services provided to Client.
- Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Artisan should be listed as the Skate Park Builder (as applicable). In addition, this contract represents non-exclusive approval by the Client for publication of the project by Artisan.
- The client shall be permitted to retain copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The drawings and specifications shall not be used by the Client on another project, or for completion of this project by others, provided Artisan is not in default under this agreement, except by agreement in writing with appropriate compensation.
- Notwithstanding any provision herein to the contrary which requires safekeeping of documents or obligates Artisan to safekeep or provide documents to Client, Artisan shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce such documents by reason of the casualty, destruction or loss of documents held by Artisan. unless such casualty, destruction or loss shall be the result of the intentional and wrongful act or the gross negligence of Artisan.
- If the project is suspended or abandoned, in whole or in part, for a period of sixty (60) days or more, or upon instruction by Client to Artisan to suspend activity on

Page 7 of 11

Construction Scope of Services for Starkville Skatepark phase 2
June 11, 2026

ARTISAN SKATEPARKS

the project, Artisan shall be compensated for all services performed together with all reimbursable expenses due and the contract shall be deemed terminated. If the project is resumed after such suspension the Agreement between Client and Artisan. shall be re-negotiated prior to resumption of work by Artisan. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, work, services, and furnishings for a sixty (60) day period or written instruction by Client to suspend substantially all project activities.

- If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
- In the event of a default of any provision of this Agreement, after ten (10) days' notice to cure is delivered, this Contract shall be deemed terminated by the non-defaulting party by reason of default. For purpose hereof, any failure to pay sums due under Paragraph 2, above, for a period of ninety (90) days shall be deemed justifiable grounds for declaration of default. Moreover, Artisan. failure to substantially perform under this Agreement shall be deemed justifiable grounds for declaration of default. In addition, either party may terminate this agreement with or without cause upon thirty (30) days written notice by either party.
- In the event of the death, incapacity, or inability to perform of any principal, signatory, or key individual materially involved in the execution or performance of this Agreement (including but not limited to officers, project managers, or designated representatives of either party), the affected party shall promptly notify the other party in writing. Upon such event, the parties shall in good faith determine whether the Agreement can continue through assignment of a qualified replacement. If a suitable replacement cannot be agreed upon within a reasonable time (not to exceed thirty (30) days), either party may terminate this Agreement without penalty, and Artisan shall be compensated for all services performed and expenses incurred up to the date of termination.
- Force Majeure: Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than payment obligations) if such failure or delay is due to events beyond its reasonable control, including but not limited to acts of God, death or serious illness, natural disasters, fire, flood, war, terrorism, civil unrest, labor disputes, governmental actions, epidemics, pandemics, supply chain disruptions, or failures of utilities or transportation systems ("Force Majeure Event").The affected party shall provide prompt written notice of the Force Majeure Event and shall use commercially reasonable efforts to resume performance as soon as practicable. If such event continues for a period exceeding sixty (60) days, either party may terminate this Agreement upon written notice, and Artisan shall be entitled to payment for all work performed and costs incurred up to the date of termination.
- Mutual Indemnification, Risk Acknowledgment, and Waiver of Subrogation:

ARTISAN SKATEPARKS

- Mutual Indemnification. To the fullest extent permitted by law, and subject to the limitations set forth herein:
 - By Client.
 - Client shall indemnify, defend, and hold harmless Artisan, its officers, directors, members, employees, agents, consultants, and subcontractors from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, to the extent caused by the negligent acts or omissions, or willful misconduct, of the Client, its employees, agents, or representatives, including but not limited to:
 - The Client's operation, use, or maintenance of the skate park after Substantial Completion;
 - The Client's failure to maintain safe conditions, repair hazards, or implement reasonable safety measures;
 - Unauthorized modifications or alterations made by or on behalf of the Client.
 - By Artisan. To the fullest extent permitted by law, Artisan shall indemnify, defend, and hold harmless the Client, its officers, officials, employees, and agents from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, to the extent caused by the negligent acts or omissions, or willful misconduct, of Artisan, its employees, consultants, or subcontractors in the performance of the Work.
 - Proportional Liability. Where claims, damages, losses, or expenses are caused by the concurrent negligence of both parties, each party's duty to indemnify shall be proportionate to its respective degree of fault.
 - Statutory Compliance. This Section is intended to comply with all applicable laws, including limitations on indemnification applicable to public entities, and shall be construed accordingly.
- This indemnification obligation shall survive Final Completion and termination of this Agreement.
- User Risk Acknowledgment (Inherently Hazardous Activity): The Client acknowledges that skateboarding, BMX riding, scootering, and similar activities are inherently dangerous recreational activities involving obvious and unavoidable risks, including but not limited to falls, collisions, equipment failure, and serious bodily injury or death. To the fullest extent permitted by law, the Client agrees to:
 - a. Accept responsibility for public use of the facility upon Substantial Completion;
 - b. Ensure appropriate signage is installed and maintained warning users of inherent risks and establishing rules of use;
 - c. Implement and maintain reasonable inspection, maintenance, and (if applicable) supervision programs;

ARTISAN SKATEPARKS

- d. Be responsible for claims arising from the inherent risks of such activities, except to the extent caused by the negligence or willful misconduct of Artisan.
- o Waiver of Subrogation: To the fullest extent permitted by law, the Client and Artisan each waive all rights against the other, and against each other's officers, employees, consultants, and subcontractors, for damages to the extent covered by property insurance or other applicable insurance maintained by either party. Each party shall require its insurers to provide endorsements, where commercially available, recognizing this mutual waiver of subrogation. This waiver shall apply even if the loss is caused in part by the negligence of the other party, but not to the extent of that party's gross negligence or willful misconduct.
- Laws of the State of Mississippi ~~North Carolina~~ shall control any proceedings arising in the transaction described herein. All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either the Client or Artisan. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.
- In the event legal action is brought by the Client or Artisan. against the other to enforce any of the obligations here under or arising out of the dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.
- Each party shall maintain insurance coverage as required by this Agreement and applicable law. To the extent commercially reasonable:
 - o The Client shall maintain general liability and property insurance covering the completed skate park;
 - o Artisan shall maintain insurance covering its operations during design and construction;
 - o Policies shall be coordinated to avoid unnecessary duplication of coverage and to support the mutual waiver of subrogation set forth herein.
- This agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
- This agreement supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.

ARTISAN SKATEPARKS

ACCEPTANCE

If this proposal meets with your approval, please sign and return to our office. When accepted, this proposal will serve as a mutual commitment between Artisan and the Client for the above outlined services and fees. Work will be scheduled upon receipt of the signed agreement.

By signing below, you are accepting the terms and conditions listed above.

ARTISAN SKATEPARKS

Date: _____

City off Starkville, MS

By: _____

Mitch Larriva, Vice President of Operations
Artisan Skateparks / Artisan Concrete Services Inc

Date: 7/21/26

By: 

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the **STARKVILLE UTILITIES**, Starkville, Mississippi, hereinafter designated as the OWNER, and **AG UTILITY SERVICES, LLC**, a Delaware limited liability company, hereinafter designated as the CONSULTANT.

WHEREAS: The OWNER contemplates the need for miscellaneous electrical engineering and consulting services on an as-needed basis,

WHEREAS: The OWNER does hereby employ the CONSULTANT to furnish the aforesaid engineering services,

NOW THEREFORE, the parties hereto do mutually agree to the following:

ARTICLE 1 ENGINEERING & CONSULTING SERVICES

The CONSULTANT agrees, in consideration of payments to be made by the OWNER, as hereinafter set out, to render diligently and competently the electrical engineering and consulting services to the OWNER on an "as-needed" basis when instructed to provide said services by personnel designated by OWNER.

ARTICLE 2 PAYMENTS

The OWNER shall reimburse the CONSULTANT on an hourly basis for each hour that any employee of the CONSULTANT for hours spent providing engineering and consulting services, plus travel expenses as defined below:

1.0 Initial Hourly Rates

Firm Principal	\$185.00
Sr. Engineer/PM.....	\$175.00
Sr. Engineer.....	\$175.00
Engineer I.....	\$150.00
Engineer II.....	\$125.00
Engineer III	\$110.00
Senior Engineering Technician	\$125.00
Junior Engineering Technician.....	\$80.00
Senior CAD/GIS Technician.....	\$90.00
Junior CAD/GIS Technician	\$75.00
Office Manager	\$100.00
Senior Engineering Intern	\$65.00
Junior Engineering Intern.....	\$50.00

Hourly rates above will be adjusted annually (beginning January 1, 2027, and each year thereafter) as mutually agreed to by Owner and Consultant to reflect equitable changes in the compensation payable to the Consultant.

2.0 Transportation and Travel

Ground transportation outside of the Golden Triangle (Starkville/Columbus/West Point) area will be charged at the current IRS rate per mile for using owned vehicles. For travel time and transportation cost determination, the CONSULTANT's base is Starkville, Mississippi.

3.0 Billing

Charges are computed based on the above rates using only hours spent directly on this project. The rates are complete and include all charges. The CONSULTANT will submit an invoice to the OWNER each month for all compensation due for services performed hereunder for the preceding month. OWNER shall inspect and make payment within forty-five (45) days of its approval of the invoice or otherwise in accordance with the Timely Payment of Purchases by Public Bodies [Section 31-7-301, et sequential, Mississippi Code of 1972].

ARTICLE 3 ARBITRATION

All claims, disputes, and other matters in question, arising out of, or relating to, this agreement or the breach of this agreement shall be decided by arbitration in accordance with Sections 11-15-101, et sequential, Mississippi Code of 1972. The arbitration shall be conducted as provided by said Sections 11-15-101, et sequential, and this agreement to arbitrate shall be specifically enforceable as provided therein.

ARTICLE 4 SUCCESSORS AND ASSIGNS

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties, but not including third-party beneficiaries not specifically named within this agreement.

ARTICLE 5 ASSIGNMENT

Except as provided above, neither party shall assign nor transfer any interest in this agreement without the prior, express, and written consent of the other.

ARTICLE 6 NO PERSONAL LIABILITY

Nothing in this agreement shall create on behalf of the Consultant any supervisory responsibility for the installation and implementation of any electrical facilities to be constructed and services therein. Any work done regarding construction of electrical facilities and services therein, whether by Owner or by independent contractors, is not under the authority or the supervision of the Consultant, its officers and/or agents. The Consultant's duties are limited to those as outlined in this agreement. Nothing in this agreement shall be construed as giving any rights or benefits under this agreement to anyone other than the named parties.

ARTICLE 7 NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE 8 GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Mississippi.

ARTICLE 9 SEVERABILITY

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if both parties had executed them subsequent to the expungement of the invalid provision.

ARTICLE 10 ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement in writing.

ARTICLE 11 MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

ARTICLE 12 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this agreement where the cause of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

ARTICLE 13 NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth within this agreement.

ARTICLE 14 GENERAL CONSIDERATIONS

Atwell & Gent shall not be responsible for the acts or omissions of any contractor, any subcontractor, or any of the Owner's subcontractor's agents or employees or any other person performing any work under a construction contract.

The CONSULTANT shall carry Professional Liability Insurance with limits of liability of \$2,000,000.00 for the duration of this Agreement. CONSULTANT shall provide OWNER with a Certificate of Insurance indicating that the insurance is in effect. CONSULTANT shall notify OWNER thirty (30) days prior to cancellation of this insurance.

The CONSULTANT will perform engineering services in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

The CONSULTANT does not guarantee the performance or safety of materials and equipment provided by any construction contractors, or materialmen.

This Agreement may be terminated by the OWNER for convenience at any time upon written notice to the CONSULTANT. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the OWNER, the CONSULTANT shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

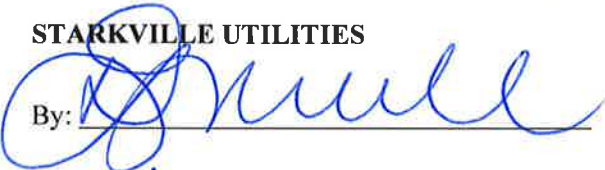
The Agreement may be terminated by either party upon seven (7) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

The CONSULTANT agrees that for a period of three (3) years following completion of this Agreement, the OWNER, shall have access to any books, documents, papers, and records of the CONSULTANT that are directly pertinent to the project set forth in this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the dates shown below.

OWNER

STARKVILLE UTILITIES

By: 

Title: Mayor

Date: 7/21/26

CONSULTANT

AG UTILITY SERVICES, LLC

By: 

Title: President

Date: 07/14/2026

July 14, 2026

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



**RE: STARKVILLE UTILITIES TASK ORDER #6 AMENDMENT #1
ADDITIONAL SERVICES FOR STATE REVOLVING LOAN (SRF) FUNDING**

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer this proposed amendment to Task Order #6. The proposed amendment shall offer additional professional services as defined in Exhibit A, Scope of Services, for the above-referenced project. The original executed task order is included herein for reference.

The hourly, not-to-exceed fees shall be modified as follows:

Planning and Design Engineering: ~~\$247,000~~ \$282,000
Construction Engineering and Inspection: ~~\$152,000~~ \$182,000

All other terms of the originally executed Task Order #6 shall remain as-is unless otherwise modified 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.

A handwritten signature in blue ink, appearing to read 'William Sanford', is written over a horizontal line.

William Sanford, P.E.
VP, Engineer Manager

ACCEPTED: CITY OF STARKVILLE

BY:

A large, stylized handwritten signature in blue ink, appearing to read 'Lynn Spruill', is written over a horizontal line.

DATE:

7/21/26

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

Planning and Design Engineering Phase

Additional Services shall include the following work:

- SRF Funding Application:
 - Development of the Project Information and Planning Documentation (Part 1) and Loan Application (Part 2) for the proposed Water Treatment Plant, Phase 2 of the Water Supply Improvements project.
 - Environmental Review including Intergovernmental Review (IGR) correspondence with the required agencies and documentation of responses as required by the DWSIRLF Program Final Regulations. This scope assumes that a Phase 1 Cultural Resource Survey will be required and is included in the fee. If additional field or environmental studies such as a Wetland and Other Waters Assessment or Threatened and Endangered Species Survey are required by the reviewing agencies, those will be considered Additional Services

Construction Engineering and Inspection Phase

Additional Services shall include the following work:

- SRF Loan Administration:
 - Federal reporting including Davis-Bacon Act and BABA as required by the DWSIRLF Program Final Regulations
 - Preparing periodic reimbursement requests during construction including required certifications
 - Final loan closeout assistance

EXCLUDED SERVICES

This scope of work does not anticipate needing and/or does not include:

1. Environmental Assessment or Environmental Impact Statement
2. Environmental Permitting or Mitigation

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



November 21, 2025

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



**RE: STARKVILLE UTILITIES MASTER SERVICES AGREEMENT – TASK ORDER #6
NEW WATER SUPPLY WELL AND WATER TREATMENT PLANT**

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services as defined in Exhibit A, Scope of Services, for the above-referenced project. NSI proposes to perform these services for the following hourly, not-to-exceed fees:

Planning and Design Engineering: \$247,000
Construction Engineering and Inspection: \$152,000

All services proposed herein will be performed in accordance with the Master Services Agreement for Engineering and Professional Services dated September 17, 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.

A handwritten signature in blue ink, appearing to read 'William Sanford'.

William Sanford, P.E.
Engineer Manager

ACCEPTED: CITY OF STARKVILLE

BY:

A large, stylized handwritten signature in blue ink, appearing to read 'Lynn Spruill'.

DATE:

12/2/25

P: 662.268.7966 | F: 662.268.7961

101 West Lampkin Street
Starkville, MS 39759

www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects



EXHIBIT A

SCOPE OF SERVICES

Engineering Services for New Water Supply Well and Water Treatment Plant Project

Estimated Construction Costs from Capital Improvements Plan = \$3,800,000

Planning and Design Engineering Fee = \$247,000 (6.5%)

Construction Engineering and Inspection Fee = \$152,000 (4.0%)

Planning and Design Engineering

Services shall include the following work:

- Provide limited topographic and boundary survey data for the proposed site as necessary for the design of the project.
- Update the water system hydraulic model to meet the requirements of the MS Dept. of Health Design Criteria using the data provided by SU from its meter accounts or other agreed information for updates.
- Prepare preliminary Construction Documents in accordance with minimum requirements of the MS State Dept. of Health (MSDH) design criteria. Construction Documents shall include use of standard front-end documents provided to the ENGINEER by the OWNER.
- Submit preliminary Construction Documents to the OWNER for review and approval.
- Modify Construction Documents as necessary to reflect any comments by the OWNER.
- Prepare final Construction Documents for procurement of bids by OWNER.
- Submit final Construction Documents to MSDH for approval for construction.
- Design Engineering services will be considered complete upon approval of final Construction Documents by OWNER for public advertisement to secure bids for the PROJECT.
- Assist the OWNER in advertising for and obtaining bids for the Project.
- Prepare and issue final Construction Documents to OWNER for issuance to prospective bidders by way of the plan room used by the OWNER.
- Prepare and issue Addenda to plan room as appropriate to interpret, clarify, correct or expand Construction Documents to each known plan holder.
- Conduct a pre-bid conference if requested by the OWNER.
- Assist with the bid opening if needed, prepare bid tabulation and assist OWNER in evaluating bids.
- Assist the OWNER in the preparation of the documents necessary to complete the award.
- Bidding and Contract Services will be considered complete upon commencement of Construction Engineering services or upon cessation of negotiations with prospective contractors.

Construction Engineering and Inspection

Services shall include the following work:

- Conduct a preconstruction conference for issuance of the Notice to Proceed by the CONTRACTOR.
- General Administration of Construction Contract between OWNER and CONTRACTOR awarded the work.
- The ENGINEER shall consult with and advise OWNER and act as OWNER'S representative; shall issue all instructions of OWNER to CONTRACTOR; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.
- Visits to Site and Observation of Construction. The ENGINEER shall furnish a Resident Project Representative (RPR) to assist the ENGINEER with periodic observations of progress and quality of the work of the CONTRACTOR at critical stages. RPR services shall be considered part-time, on



an as needed basis, during construction to determine work is proceeding in general conformity with the Contract Documents.

- The ENGINEER shall make periodic site visits only at critical stages of construction to observe as an experienced and qualified design engineer the progress and quality of the various aspects of CONTRACTOR'S work. These services shall be considered part-time, on an as needed basis, during construction. Based on information obtained during such visits and on such observations, the ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep OWNER informed of the progress of the work. The purpose of the ENGINEER'S visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design engineer, to provide for OWNER a greater degree of confidence that the completed work of CONTRACTOR will conform generally to the Contract Documents and that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by CONTRACTOR. On the other hand, the ENGINEER shall not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct or have control over CONTRACTOR'S work; nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of CONTRACTOR or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR'S furnishing and performing the work. Accordingly, the ENGINEER can neither guarantee the performance of the construction contract by CONTRACTOR nor assume responsibility for CONTRACTOR'S failure to furnish and perform his work in accordance with the Contract Documents.
- Defective Work. During such site visits and on the basis of such observations, the ENGINEER may recommend to the OWNER disapproval or rejection of CONTRACTOR'S work if the ENGINEER believes that such work will not produce a completed PROJECT which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Clarifications and Interpretations; Change Orders. The ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the ENGINEER shall recommend Change Orders to OWNER and shall prepare Change Orders as required.
- Shop Drawings. The ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which CONTRACTOR is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- Substitutes. The ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- Inspections and Tests. The ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the



requirements of, and the results certified indicate compliance with, the Contract Documents).

- Applications for Payment. Based on the ENGINEER'S on-site observations as an experienced and qualified design engineer and on review of applications for payment and the accompanying data and schedules:
- The ENGINEER shall determine the amounts owed to CONTRACTOR and recommend in writing payments to CONTRACTOR in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the ENGINEER's recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- By recommending any payment, the ENGINEER shall not thereby be deemed to have represented that on-site observations made by the ENGINEER to check the quality or quantity of CONTRACTOR'S work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the ENGINEER in this Agreement and the Contract Documents. The ENGINEER'S review of Contractor's work for the purposes of recommending payments will not impose on the ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
- CONTRACTOR'S Completion Documents. The ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by CONTRACTOR in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to OWNER with written comments.
- Substantial Completion. Following notice from CONTRACTOR that CONTRACTOR considers the entire work ready for its intended use, the ENGINEER and OWNER, accompanied by CONTRACTOR, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, the ENGINEER considers the work substantially complete, the ENGINEER shall deliver a certificate of substantial completion to OWNER and CONTRACTOR.
- Final Notice of Acceptability of the Work. The ENGINEER shall conduct a final inspection to determine if the completed work of CONTRACTOR is acceptable so that the ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the ENGINEER shall also provide a notice that the work is acceptable to the best of the ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by the ENGINEER under this Agreement.
- Record Documents. Upon completion of the work, the ENGINEER shall compile for and deliver to the OWNER a complete set of record documents conforming to information furnished to the



ENGINEER by the CONTRACTOR where applicable. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the ENGINEER cannot and does not warrant their accuracy.

- Limitation of Responsibilities. The ENGINEER shall not be responsible for the acts or omissions of any CONTRACTOR, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The ENGINEER shall not be responsible for CONTRACTOR'S failure to perform or furnish the work in accordance with the Contract Documents.
- Progress Meetings and Reports. During construction, the ENGINEER will schedule and conduct monthly progress meetings as needed with the OWNER, CONTRACTOR and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The ENGINEER shall also prepare minutes of the meeting.
- Submit final certification to MSDH that the project was completed in general compliance with plans and specifications approved by MSDH for construction.
- Duration of Construction Engineering services. The services for Construction Engineering will commence with the execution of the construction contract for the PROJECT or any part thereof and will terminate upon written recommendation by the ENGINEER of final payment and submission of record documents to OWNER and submittal of final certification to MSDH.

EXCLUDED SERVICES

This scope of work does not anticipate needing and/or does not include:

1. Geotechnical Investigation
2. Utility Location Services
3. Property Acquisition or Easement Services
4. Wetlands or Stream Delineation / Mitigation / Permitting
5. Environmental Site Assessments
6. Re-Bidding of Project
7. Full-Time Inspection During Construction

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



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

This **AGREEMENT** made this 17 day of September, 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.



John Cunningham, P.E.
Vice President

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

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

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

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

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

EXHIBIT A
GENERAL TERMS AND CONDITIONS
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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.**

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill introduced new employees Tiffini Allen and Barrett Box with Starkville Utilities Department. Mayor Spruill noted that the softball tournament at Cornerstone Park was very successful this past weekend. She noted that the City is working its way through the street paving and should be completed in 3 weeks to a month.

BOARD OF ALDERMEN COMMENTS: Alderman Vaughn noted that he was happy the Mayor mentioned the timeline of the paving of the streets because there have been a lot of upset people that have said the City waited to start paving the streets when school started back. Alderman Vaughn asked for an update on the Sand Hill and Henderson Road project. Mayor Spruill asked Mr. Kemp if he had heard anything further from Ms. Benson on the CDBG grant status. Mr. Kemp stated he did not and would reach out to Ms. Benson for an update and would let him know. Vice Mayor Perkins noted that he would like to reflect on this past Saturday where he gave greetings at a family reunion. He commended the City's Police Chief, Mark Ballard, and the Assistant Police Chief, Henry Stewart, for their presence at the family reunion as well. He noted that it is always good to see family members anywhere you go and it makes him feel at home. Vice Mayor Perkins also stated that we are one team, one family, one body, and one unit. Vice Mayor Perkins thanked Mark Ballard for his presence at the family reunion and stated that he did an excellent job representing our City and his department and giving greetings at the family reunion.

CITIZEN COMMENTS: Alvin Turner, Ward 7, noted that he would be leaving the Board meeting after his comments to attend the School Board meeting. He thanked everyone for all they have done and that his sisters appreciate the City looking after him. Andrew Langford noted that concerning the bitcoin center and that he strongly opposed it. He stated that he believes the Alderman know what to do and what is important to the citizens. He noted that he hoped the Alderman make actions that reflect what the citizens. Kara Snyder asked what Starkville's status regarding certain Mississippi state laws that have recently been passed attempting to get local resources and funnel them towards the Federal agenda for ICE. She asked if Starkville has signed or plans to sign what is the 287G agreement with ICE or any similar agreement. She asked the City and County leaders to reject, delay, and support and withhold support to ICE to protect all members of your community. She stated to remember Mississippi's small and vulnerable population of undocumented immigrants around 1% that brings vital work to our community. Larry Johnson stated he has been in attendance several times because of the Highway 182 project. He noted that Mayor vetoed to get his driveway reopened at his business. He also noted that the Mayor had told him that the City would maintain all the greenery and everything in front of his business. He stated that the grass was cut on Friday and it still looks a mess and has weeds that are taking over the area. He asked that the Mayor and Alderman ride by and see how bad that it does look. Mayor Spruill stated that since the project is ongoing the responsibilities still are under control of the contractor as part of the construction contract. Once the project is complete it will be the City's responsibility. Emily Stafford, Ward 2, noted that she is opposed to the crypto mining facility. She noted that she is concerned about what it will do to the water usage within the city and citizens' ability to have reliable water and power as a result to the facility. She stated that she does not believe it will add value to the people of Starkville. Christian Flow, Ward 5, noted that he was tempted to whether to wave a phone app around that tells us something useful about living next to computing noise 24/7 365. He stated that he would use his time to talk about Puryear, TN. He noted the Mayor and Alderman Sistrunk went and visited Puryear, TN. He noted that it's the site of just the most unobtrusive, quiet, convincing crypto mine made by the same developer that wants to bless Starkville with one. This developer is called Starkville Energy Project, LLC. He noted that in Puryear, it's called Puryear Electric, LLC. He noted that these names aren't meant to tell us anything and they are only shell names on top of shell names. He noted that the local news in Puryear, Henry County, reports a recent standing room only meeting of citizens warning against data centers. He stated that a Puryear City Counselor, a mile away from the Bitcoin mine tells him of being awakened in the middle of the night by a deep thrumming noise and noted the

same official reports needing a translation app to speak with the crypto mine's few on-site employees. He noted a lawsuit which offers a view of a Chinese company with 24/7 access to the Puryear facility and a picture of contention about the mine's operation. He stated these were a few stories that were perhaps missed on the Mayor's sightseeing excursion. He stated that they are not going to tell you that these facilities are bad for you, whose agents names are unknown to use, whose motives are obscure, and whose pockets are deep. He stated that we can pretend that this discomfort is ill founded and all that we need are easy dollars and he believes that serves us poorly. He stated that if places like Puryear are going to be our model, then the Board needs to investigate what is to be found there. He stated that the region is full of data centers that have not delivered on their promises, that are louder and bigger than expected, that muzzle city representatives, that litigate their own will. He states that wealthy companies put a lot of effort into covering these things up and that he is disappointed with those of our representatives who have chosen to read from their script and that he salutes those, like the Vice Mayor, who have sounded an appropriate note of skepticism. John Dyck, Ward 5, stated some notes on the crypto mining center. He stated the issue about the secrecy with which it seems to be done. He stated that you don't know who and there are no names and no numbers. He noted that Andy Gibson, the State Commissioner for business and agriculture, released something about the typical secrecy with which these projects are undertaken, and this project is no exception. He stated the untrustworthiness of this kind of enterprise. He noted that he does not know about the noise or the water but that he does know these companies are trying to tender currency that is not the US dollar and they are fundamentally trying to go against regulations. He noted that they tell you it is going to be a crypto center and ends up being an AI center. He stated that it has happened in Alabama, Texas, North Carolina and South Carolina and all over. He noted that there is a lot of dishonesty, deceitfulness, double dealing and that's fine, that is what these companies do. He stated that he would prefer that we keep it farther away than closer to us. Eadie Keenam, Ward 7, spoke about the data center. She noted that TVA and an element that gets missed in these data centers and crypto mining facility conversations is that we are getting this power from somewhere and we are burning something somewhere to make this power. She stated that TVA specifically says that data centers account for currently 18% of their industrial load and they expect that to reach 50% by 2030. She noted in TVA's 2026 integrated resource plan that they note that power demand had flattened over the past decade and that they only started increasing again with data centers, crypto mining, this very high energy utilizing enterprises. She stated that in the same document they celebrate the EPA changes in regulatory relief for coal and natural gas generation as well as a change to the 2024 gas rule section 111 that repeals all greenhouse gas standards for the power sector. She noted the combination of a high energy industry boom as well as deregulation has led TVA to rely on what is called dirty energy via cancelling decommissioning of coal plants and building new natural gas plants. She stated in context of the crypto mining facility that means that the brunt of the real human health costs that we're going to be seeing from this facility are not happening locally, that they are going to be happening to our neighbors 50, 100, 150 miles away and that we would be exporting these damages to other people and making other people sick. She stated that some may say that this one facility won't make much of a difference, but these exact conversations are happening all over the country right now. She stated that all of this adds up to massive amounts of pollution, massive amounts of energy generation, massive amounts of wealth being taken from the community. She stated that she does not believe that we should be setting other communities on fire under the guise of keeping our own community warm. Nikita Gandy stated that she lives in the county but has family that lives in the city. She noted a website, totallegal.com, it keeps ownership of your LLC private and anonymous. She noted that some states require a member managed LLC to list the names and addresses of members and owners in the articles of organization. She noted while this is convenient when it comes time to open a business bank account, it may not be ideal for the business owners who don't want their ownership part of the public record. She stated that she would like for when you do your articles of confederation or organization that it would be publicly announced the names and addresses of the people backing this LLC. She stated that she would like public transparency, not only for the city but for the county.

PUBLIC APPEARANCE: Jermaine Banks-Transparency around Crypt/Bitcoin mining, the potential investors, and impact. Mr. Banks, Ward 7, provided handouts. He noted the opposition of this facility and stated the biggest issue is around transparency. He noted that he wanted to have a public appearance at the July 7th Board meeting but missed the deadline and noted that it worked out because of the information submitted for the public appearance Ms. Leslie provided. Mr. Banks noted companies partnering with TVA like Cleanspark, bitdeer, Spirit 3D and Darkhorse technologies. He noted that Cleanspark recently acquired a grid which has crypto mining facilities throughout Mississippi and Tennessee. He noted that he hasn't been able to find any information on who owns it. He states that the noise levels of the Puryear site that was visited and your phone can get some reading on it but it wouldn't be a great metric as far as actually knowing how hard or troublesome the noise was. He noted that it would be a good idea to get input from the people who are directly affected by the noise. He noted a conversation on the water usage from the concrete facility using 50,000-75,000 daily and the splash pad using 60,000 daily. He noted these are things that the community directly benefits from and the community would not directly benefit from the crypto mining facility. He noted that the community would not get a vote on this matter and asked would they be able to petition the matter and let the community push back on the facility. He would like for the Board to get more transparent information on whatever entity is purchasing the facility. He noted that companies like Sphere 3D, Bitdeer and Cleanspark all have crypto mining facilities within the Southern region and all are making plans to transition to AI infrastructure. He noted that the Vice Presidents of Cleanspark is talking about how he is planning to buy smaller facilities to transition to HPC and AI facilities. He stated if anyone would like to collaborate that his information is on the handouts.

SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING THE RENTAL HOUSING SECTION OF THE UNIFIED DEVELOPMENT CODE TO INCLUDE SHORT TERM RENTALS AS PART OF REVISION #14.

Community Planner Daniel Havelin presented consideration for amending the rental housing section of the unified development code to include short term rentals as part of revision #14.

The Unified Development Code was adopted on December 19, 2019, and last amended on February 17, 2026.

The only change between the first draft and the second draft is the clerical correction of a referenced law in the last sentence of the first paragraph of Section 17.6.2.

The first public hearing was held by the Board of Aldermen on July 7, 2026. The Public Hearings were advertised in the Starkville Dispatch on June 12, 2026, and June 19, 2026.

The proposed amendments are as follows:

Proposed Revision #14 to the Unified Development Code July 2026		
Section Number	UDC Section Number	Description of Revision

17	17.6.1	Added to the intent statement to include Short Term Rentals (STRs)
17	17.6.2.A	Added STR to Registration Fee section
17	17.6.2.B	Added STR to Licensing section
17	17.6.8.B	Excluded STRs form Food Preparation Facilities requirements unless facilities are provided
17	17.6.8.F	Added Occupancy Load requirements for STRs
17	17.6.8.I	Added new section Posting Requirements for STRs
18	18.R	Modified definition of Long Term Rental and Added definition of Short Term Rental

Mayor Spruill opened the Public Hearing to the public.

Mayor Spruill closed the Public Hearing.

Mayor Spruill noted that Vice Mayor Perkins would like the fee to be more than she initially recommended of the \$15 registration fee and \$15 renewal fee each year and that the ordinance presented to the Board includes a \$35 registration fee and \$15 renewal fee each year.

22. SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING THE RENTAL HOUSING SECTION OF THE UNIFIED DEVELOPMENT CODE TO INCLUDE SHORT TERM RENTALS AS PART OF REVISION #14.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, and adopted by the Board to approve the rental housing section of the Unified Development Code to include short term rentals as part of revision #14. The Board voted as follows:

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

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



THE CITY OF STARKVILLE

CITY HALL 110 West Main Street
STARKVILLE, MISSISSIPPI 39759
662-323-2525 ext. 3117

REQUEST FOR PUBLIC APPEARANCE

There are two Public Appearances per Board Meeting with each having a maximum of ten (10) minutes.

I, Jermaine Banks (Please Print Name)
request a Public Appearance at the next available Board Meeting.

Topic of appearance:

Transparency around Crypto/Bitcoin mining, the
potential investors, and impact.

Contact Information:

Name: Jermaine Banks
Group Representing: Myself & other concerned citizens.
Address: 45 Surhaver Ave
Phone: 662-991-0728
Email: HybridKrossKitsn@gmail.com.



30MW Cryptomining Facility Transparency and Information

Jermaine Banks, Ward 7
Email: HybridKrossKitsu@gmail.com

My initial research and appearance was going to be at the meeting on the 7th of July, but it turns out I missed the window to appear by a few minutes. Although I missed that meeting, I was happy to see other voice their opinions on the cryptomining facility at that meeting, and because Leslie Sofferin of Ward 5 did just an outstanding job with her write-up of asking the question everyone needs answers to, I decided to pivot to the trying to find the unknown group that would be owning the facility. **If anyone hasn't, I 100% recommend reading her handout on the Starkville Agendas & Minutes for July 07th, 2026.** I would also encourage anyone that has to also watch the Board of Alderman Work Session from Friday, June 12, 2026 where the topic was first publicly discussed. The city of Starkville has a youtube channel where meetings and work session are broadcasted. You can view them by going to <https://www.youtube.com/@cityofstarkville960>, clicking **live**, and finding the specific date.

Importance of Transparency

As with most things, where large amounts of money will be flowing around, transparency is especially important. Questions relevant questions raised by Leslie that I haven't seen answered as of yet are how many acres of land will be affected? Has a specific property been identified, who own the property and stands to benefit from the sale, and has it already been acquired by the cryptomining company? These question are important, because it can show if there are any conflicts of interest. An example is in Mountain City Tennessee and alderman accepting a job with the company CleanSpark going undisclosed.

Personal Research

Doing my own personal research, I was able to find a few cryptomining companies that worked with the TVA. Just so it is clear, I have NO way to say it is 100% any of these companies are trying to come to Starkville. The big 3 I found were **CleanSpark, Bitdeer, and Sphere3D/DarkHorse Technologies.** The biggest common factor between then is that they are all making the pivot to AI infrastructure rather than crypto. There is significant pushback against AI infrastructure, conuntrywide, so selling yourself as a less intrusive, and "small scale" makes an easier pill to swallow in a sales pitch.

Sphere 3D is a growing infrastructure hub, controlling 53 MW of power-ready sites across Tennessee and Kentucky after merging with Cathedra Bitcoin. It has already signed a 30 MW co-mining agreement with Bitdeer that links its physical assets to Bitdeer's operational expertise while it looks for AI tenants.

Bitdeer serves as the technology and operations leader, utilizing its partnership with Sphere 3D to expand its presence without new construction. It is actively deploying advanced GPU clusters in the region, reporting 90% GPU utilization and an AI Cloud Annual Recurring Revenue of approximately \$69 million.

CleanSpark has the largest by market presence, actively repurposing its TVA-adjacent power assets for hyperscale customers. It acquired GRIID, another bitcoin mining facility in 2024. Analysts note its strategy focuses on converting "sunk infrastructure" into high-margin compute capacity, with price

targets rising as the market values its pivot away from pure Bitcoin reliance. The current Vice President of Finance is eager to shift the company into HPC/AI.

I would encourage The Board, as well as the public to look into these and other cryptomining companies as well as any others that have had ties with TVA or operate in the south. As the saying goes, all money isn't good money.

If anyone wants to collaborate on further research, compare notes, or just want have a further conversation on the matter, feel free to E-mail me at: HybridKrossKitsu@gmail.com. I no longer do social media platforms, so e-mail will be your best bet at contact! I look forward to working with everyone in the future, as we strive to move towards a more perfect union.

Sources:

- Sofferin, Leslie. Public Appearance Topic: 30MW Cryptomining Center Concerns and QuestionsCivicclerk.Com, 2026, <https://starkvillems.portal.civicclerk.com/event/198/files/attachment/1286>. Accessed 15 July 2026.
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- “Sphere 3D Enters 30 MW Co-Mining Agreements with Bitdeer, Monetizing Power Assets While Advancing AI Infrastructure Evaluation.” *The Globe and Mail*, 2026, <https://www.theglobeandmail.com/investing/markets/markets-news/newsfile/2646854/sphere-3d-enters-30-mw-co-mining-agreements-with-bitdeer-monetizing-power-assets-while-advancing-ai-infrastructure-evaluation/>. Accessed 15 July 2026.
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- Dalton, Mike. “CleanSpark Announces Acquisition of Four Bitcoin Mining Facilities.” *CryptoSlate*, 7 Feb. 2024, <https://cryptoslate.com/cleanspark-announces-acquisition-of-four-bitcoin-mining-facilities/>. Accessed 15 July 2026.
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- EZ Blockchain. “List of Top Crypto Mining Companies in the US.” *EZ BlockchainTM*, EZ Blockchain, 5 Sept. 2024, <https://ezblockchain.net/article/crypto-mining-companies-in-the-us/>. Accessed 15 July 2026.

ORDINANCE NO. 2026-05

**ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI,
FOR AMENDING THE RENTAL HOUSING CODE SECTION OF THE UNIFIED
DEVELOPMENT CODE TO INCLUDE SHORT-TERM RENTALS**

WHEREAS, The City of Starkville finds that its traditional residential neighborhoods are being negatively impacted due to increasing number of short-term rental properties dedicated solely to such purpose;

WHEREAS, the City has received concerns from residents regarding the quiet enjoyment of the traditional neighborhood caused by the frequency of short-term rental properties in their neighborhoods, resulting in sanitation problems, parking and traffic safety issues, environmental and health concerns, and code violations; and

WHEREAS, the City finds and declares a compelling interest in establishing standards for licensing, inventorying, inspecting, and maintaining properties that are rented or leased for short-term residential occupancy, to better protect and preserve its residential neighborhoods; and

WHEREAS, the City has a duty and need to enact regulations that establish safe standards related to preventive and ongoing short-term rental property maintenance, and enable the City to effectively license, inventory, and receive the established hotel and motel tax authorized by Mississippi Code section 27-65-23.1 and the local and private law establishing such tax under 2019 HB 1565 and 2023 HB 1792; and

WHEREAS, Section 21-19-25 of the Mississippi Code authorizes the City to adopt codes by ordinance dealing with the general public health, safety, or welfare, or a combination of the same; and

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, did hold multiple public hearings in connection with the proposed amendments of the Unified Development Code; and

WHEREAS, the Mayor and Board of Aldermen do hereby find that notice of said public hearings was given as required by law, and based upon the input from citizens and others, the City of Starkville finds the need to amend the Unified Development Code.

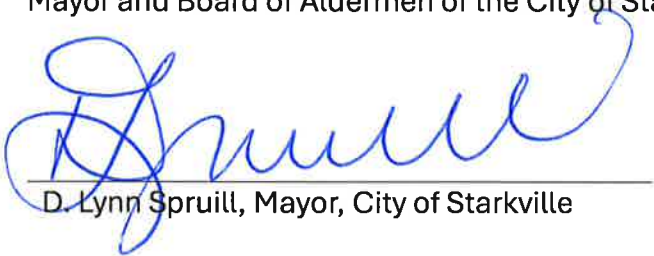
NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi:

SECTION 1. That Sections 17 and 18 of the Unified Development Code of the City of Starkville shall be amended as provided herein-above.

SECTION 2. Said Ordinance having been previously reduced to writing, a motion was made by Alderman Sistrunk and seconded by Alderman Brooks to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

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

ORDAINED AND APPROVED, this the 21st day of July, 2026, at the recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.



D. Lynn Spruill, Mayor, City of Starkville



Joanna McLaurin, City Clerk

FIRST PUBLIC HEARING FOR AMENDING SEVERAL SECTIONS OF THE UNIFIED DEVELOPMENT CODE AS PART OF REVISION #15.

Community Planner Daniel Havelin presented first public hearing for amending several sections of the Unified Development Code as part of revision #15.

The Unified Development Code was adopted on December 19, 2019, and last amended on February 17, 2026.

The second public hearing with possible consideration by the Board of Aldermen will be held on August 4, 2026. The Public Hearings were advertised in the Starkville Dispatch on July 3, 2026, and July 9, 2026.

The proposed amendments are as follows:

Proposed Revision #15 to the Unified Development Code Summer 2026		
Section Number	UDC Section Number	Description of Revision
3	3.7	Add reapplication clause for Variances- similar to Special and Use Exceptions
5	5.2.B3	Add statement "****=A minimum 0' setback may only be permitted if attached or touching adjacent buildings, driveway, or alley" for side setbacks in T5U, T-5C, and T-5U zoning districts

6	6.2.1	Add statement of one detached dwelling per lot for SD-2
6	6.2.2	Add statement of one detached dwelling per lot for SD-6
6	6.7.2	Removed C and MDU-20 zoning from districts that Cottage Courts are allowed
6	6.7.6	Change CO requirements to allow for COs to be issued if common areas are complete
6	6.7.7	Removed MDU 20 and C from chart, Change area per dwelling unit to 150% of underlying zoning district density, and Correct formatting error in chart
6	6.7.10	Change driveway requirements to allow for gravel with minimum arpon at entrance
13	13.7.11.D.3	Update restriction of types of signage allowed for Food Truck use. One sidewalk sign or yard sign and one banner meeting city requirement
13	13.7.11.D.13	Add size limits on tents used as part of Food Truck use.

13	13.9.6.D.2.G	Update restriction of types of signage allowed for Food Truck use. One sidewalk sign or yard sign and one banner meeting city requirement
13	13.9.6.D.2.H	Add size limits on tents used as part of Food Truck use.
13	13.9.1.B.6	Add graphic illustrating fence location on a lot and adding "natural grade" to measurement
13	13.9.7	Add 5G pole mount to Portable Telecommunication Facilities
14	14.6.2.4	Add right of way lighting for T-5C, T-5U, and T-5D
14	14.6.2.6.1	Remove "street grade" from the measurement of fence height and adding "natural grade" to align with 13.9.1.B.6
14	14.6.2.6.3	Removing "Chapter 94- Solid Waste" and adding "Section 8 of the Code of Ordinances City of Starkville, Mississippi"
14	14.10.3.D	Add statement that garage parking is used as part of the required parking calculation.
14	14.17	Add new section for requiring Underground Utilities
17	17.3.7	Change all building permits to expire after 1 year

Mayor Spruill opened the Public Hearing to the public.

Mayor Spruill closed the Public Hearing.

23. CONSIDERATION OF A RESOLUTION TO EXTEND ADDITIONAL FUNDING TO THE GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY FOR THE AIR SERVICE FROM GTR TO DFW IN THE AMOUNT EQUAL TO 20 PER CENT OF THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) FOR AN ADDITIONAL SIXTY THOUSAND DOLLARS (\$60,000.00) AS A PARTICIPATING SPONSOR.

Matt Dowell noted this resolution would help the airport create additional funds to help with high fuel costs. Alderman Sistrunk noted this would extend the original agreement for a second year. Vice Mayor Perkins noted that we have almost fully paid our first pledge of \$100,000 and the new resolution is asking the City to pledge an addition \$60,000 to cover unexpected costs. Mr. Dowell noted this would derisk and allow them to operate without a loss. Vice Mayor Perkins asked what the other funding sources other than the sponsors are to help with additional funding for the Airport. Mr. Dowell noted in the first year they were able to get a DOT grant to help and they are only for one year. They are continuing to look for other grants but currently have not been able to. Vice Mayor noted he believed businesses should be able to cover their own operating expense. Mayor Spruill noted the new jet bridge and the upcoming ribbon cutting on Friday July 24th at 2:30PM. Alderman Sistrunk asked if Mr. Dowell could explain what the benefit is to Starkville of having a western flight and what the risk is of losing the western flight without additional funds. Mr. Dowell stated that it took 10 years to recruit American Airlines and the new airline service is historic for them. He noted that the airline saw an opportunity in the Golden Triangle and there was a need in the area to serve. He stated there is an establishment period and it takes time and a lot of risk to start a new service.

Alderman Brooks noted that he buys jet fuel almost daily and can attest to how much it has gone up. He asked about the occupancy load and noted that he flew out of the Airport recently and the flight he was on was almost full. Mr. Dowell noted they have gone from 70% load factors in the first year and now getting to the 80% load factor. He noted that the airlines would normally want to be in the high 80's to 90's to start making financial profitability and that are making growth which they are excited about. Alderman Vaughn asked Alderman Sistrunk if this were approved where would the funds come from. Alderman Sistrunk noted they would come from the general fund and we are in the process of developing our budget and we can plan for it as opposed of getting a request mid-year and try to find money for something that was not budgeted for.

Upon the motion of Alderman Pochop, duly seconded by Alderman Brooks, and adopted by the Board to approve a resolution to extend additional funding to the Golden Triangle Regional Airport Authority for the air service from GTR to DFW in the amount equal to 20 per cent of three hundred thousand dollars (\$300,000.00) for an additional sixty thousand dollars (\$60,000.00) as a participating sponsor. 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.

24. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Pochop, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of , July 16, 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.

**RESOLUTION TO REFLECT THE INTENT OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE TO EXTEND THE FINANCIAL
SUBSIDY FOR THE GOLDEN TRIANGLE REGIONAL AIRPORT WEST BOUND SERVICE TO
DALLAS/FT. WORTH AIRPORT IN THE
EXISTING PROPORTIONAL SHARE**

WHEREAS, the City of Starkville, along with Oktibbeha County, the City of Columbus, Lowndes County, the City of West Point and Clay County (collectively the "Sponsors"), all in Mississippi, is one of the sponsoring entities of the Golden Triangle Regional Airport Authority, and each of the sponsoring entities are economically and mutually dependent upon each other for growth and prosperity; and

WHEREAS, the Golden Triangle Regional Airport provides a significant resource for the Golden Triangle Region, and the sponsoring entities are committed to the success of the Airport and the benefits it brings to the area, and

WHEREAS, the Authority previously sought and obtained a Small Community Air Service Development Grant (the "Grant") intended for the purpose of attracting air carriers with a resulting enhancement of air service into the Golden Triangle Region, and the Sponsors approved the Grant and contributed their respective share of the Match that was required for the Grant, and

WHEREAS, the Grant was successful and new American Airlines service operated by SkyWest (the "Carrier") is providing air service to and from Dallas, Texas, and the Grant and the Match have enabled the Carrier to operate economically, and

WHEREAS, both public and private and industrial members of the Golden Triangle have expressed a resounding praise of the presence and contribution to the community and its continuing economic growth,

WHEREAS, the recent unexpected and dramatic increase in air fuel has caused a great increase in the Carrier's operating cost, and as a result, the Carrier needs additional funding to preserve its place at the Golden Triangle Regional Airport and the Golden Triangle Community, and the Sponsors acknowledge that the Authority will provide waivers of its customary Airport fees, including rent and landing fees, and contributions from additional parties have been sought for the purpose of maintaining the presence of the Carrier service, with the result that the contributions from the Sponsors shall total Three Hundred Thousand Dollars (\$300,000.00), allocated below, and the Sponsors deem it appropriate to contribute as a subsidy against the expected shortfall in revenues for the succeeding year, and

WHEREAS, the Carrier shall submit monthly and quarterly financial reports and, on an as needed basis, the Sponsor shall submit its proportionate share of the revenue shortfall, and

WHEREAS, under the proposed contribution plan, the sponsoring entities shall each pay a proportionate part of the total Match, as follows:

City of Columbus	25 per cent
City of Starkville	20 per cent
Clay County	5 per cent
City of West Point	5 per cent
Lowndes County	25 per cent
Oktibbeha County	20 per cent

WHEREAS, the City of Starkville is a participatory sponsor of the Authority, having committed resources to the construction of the Airport and is a member of the Golden Triangle Regional Airport Authority, and

WHEREAS, the City of Starkville, through its Mayor and Board of Alderpersons, has determined that it would be in the best interest of the City of Starkville, the Golden Triangle Regional Airport Authority and the Golden Triangle Area to support the continued operating of the Carrier and to approve and authorize the commitment of its portion of the contribution as detailed above,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Starkville as follows:

That the City of Starkville recognizes the need for continued support of an enhanced air service and approves the terms and conditions of the subsidy to be tendered through the Authority, and commits the City of Starkville to the funding of its portion of the contribution, being 20% of the total subsidy, without limitation or condition regarding the other commitments, in their proportionate parts as set forth above, and with the further understanding that the Authority shall provide an additional commitment of the waiver of its airport fees and marketing, all to promote the continuance of the additional air service at the Golden Triangle Regional Airport.

IT IS FURTHER RESOLVED that the Mayor of the City of Starkville, is authorized to take all steps necessary to execute such documents as are appropriate to make the commitment provided above and to fund its portion of the subsidy, and to take all other actions in the name of and on behalf of the City of Starkville as in her judgment is necessary and appropriate to carry out the transactions contemplated by the foregoing Resolution.

Alderman Pochop moved the adoption of the foregoing Resolution, and Alderman Brooks seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Alderman Kim Moreland voted Yea

Alderman Sandra C. Sistrunk voted Yea

Alderman Kyle Skinner voted Yea

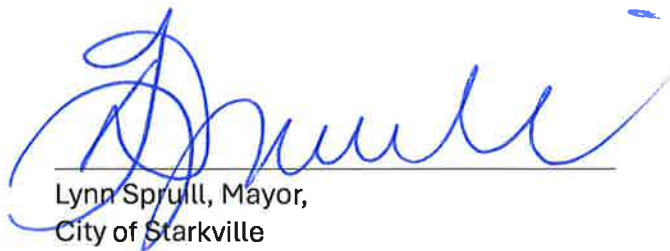
Alderman Mike Brooks voted Yea

Alderman William Pochop voted Yea

Alderman Roy A. Perkins voted Nay

Alderman Henry N. Vaughn, Sr. voted Yea

The motion having received the foregoing vote of the Governing Body, the Mayor declared the motion carried and the Resolution adopted, on this the 21st day of July, 2026.



Lynn Sprull, Mayor,
City of Starkville

General Fund	001	\$614,895.84
Restricted Police Fund	002	\$747.16
Restricted Fire Fund	003	\$1130.27
Airport Fund	015	\$15,210.16
Restricted Airport	016	\$148,118.56
Sanitation / Environmental Services	022	\$28,948.64
State Forfeited Funds	151	\$3420.00
Debt Service Fund	200	\$650.00
Capital Projects Fund	300	\$12,305.77
G.O. Bond Fund	305	\$6,335.00
Spring/Hwy 12 Linkage Tap	313	\$3,975.00
Park & Rec Tourism	375	\$23,514.42
Build Grant MS 182 / MLK Corridor	377	\$848,606.17
Payroll		\$686,507.81
Starkville Utilities		\$938,842.50
Starkville Water		\$450,655.83
Grand Total		\$3,783,863.13

26. MOTION TO ADJOURN UNTIL AUGUST 4, 2026 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Pochop, for the Board of Aldermen to adjourn the meeting until August 4, 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 4th DAY OF AUGUST, 2026.

Attest:

D. LYNN SPRUILL, MAYOR

JOANNA MCLAURIN, CITY CLERK



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Finance
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF THE MINUTES OF THE JULY 24, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Finance

DIRECTOR'S AUTHORIZATION:

Joanna McLaurin, City Clerk

SUMMARY:

FOR MORE INFORMATION CONTACT:

Joanna McLaurin, City Clerk

SUGGESTED MOTION:

Approval of the minutes of the July 24, 2026 work session of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
July 24, 2026**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, July 24, 2026 at 10:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Alderwoman Kim Moreland, Alderwoman Sandra Sistrunk, Alderman Kyle Skinner, Alderman William D. Pochop, Alderman Roy A.' Perkins and Alderman Henry Vaughn, Sr., as well as City Attorney Berk Huskison and City Clerk Joanna McLaurin were also present.

Mayor Spruill opened the work session. The work session was properly noticed pursuant to Miss. Code Ann. §25-41-13 and a copy of that notice is included in the minutes. The work session was live streamed on Facebook. The public and media were welcomed and attended. The session is also available for viewing on the City website.

The Mayor and members of the Board discussed the upcoming fiscal year 2026-2027 budget. Department Directors were available to answer questions related to the items. All agenda items were discussed.

Mayor Spruill closed the work session

SIGNED AND SEALED THIS THE 4th DAY OF AUGUST 2026.

MAYOR D. LYNN SPRUILL

Attest:

Seal

JOANNA MCLAURIN, CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

July 24, 2026

10:00 AM

- I. CALL THE WORK SESSION TO ORDER**
- II. DISCUSSION OF THE UPCOMING FISCAL YEAR BUDGET.**
- III. ADJOURN MEETING**

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.



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, JULY 24, 2026**

**AT 10:00 AM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525 ext. 3119, in advance for any services requested.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Mayors Office
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO ADOPT A CHRONIC NUISANCE PROPERTY ORDINANCE.

AUTHORIZATION HISTORY:

N/A

AMOUNT & SOURCE OF FUNDING:

N/A

REQUESTING DEPARTMENT:

Mayors Office

DIRECTOR'S AUTHORIZATION:

SUMMARY:

This is to consider additional ways to address properties that continue to absorb resources beyond those of similarly situated properties. There has been a recent surge in properties that are not providing adequate oversight and as such are relying on the police department to control their properties as opposed to providing active property management to deter such properties from becoming regular sources of criminal activities. This ordinance allows those properties to be identified and addressed based on the level of illegal activity.

FOR MORE INFORMATION CONTACT:

Mayor Lynn Spruill or Chief Mark Ballard.

SUGGESTED MOTION:

Move approval of calling for the first public hearing on adopting a chronic nuisance property ordinance to be included in the Starkville Code of Ordinances and the UDC.

**ORDINANCE AMENDING CITY OF STARKVILLE CODE OF ORDINANCES BY
ADDING SECTION 12.11, CHRONIC NUISANCE PROPERTY ORDINANCE
AND AMENDING CERTAIN PROVISIONS OF THE
UDC RENTAL HOUSING CODE SECTION 17.6, ET SEQ.**

WHEREAS, chronic nuisance properties present grave health, safety, and welfare concerns, where the persons responsible for such properties have failed to take adequate corrective action to abate the nuisance condition; and

WHEREAS, chronic nuisance properties have a tremendous negative impact upon the quality of life, safety, and health of neighborhoods where they are located. This article is enacted to remedy nuisance activities that are particularly disruptive to quality of life and repeatedly occur or exist at properties by providing a process for abatement; and

WHEREAS, chronic nuisance properties are a financial burden to the city and its resources by the repeated calls for service to the properties because of the nuisance activities that repeatedly occur or exist on such property; and

WHEREAS, the remedies provided in this article are cumulative and not exclusive. Nothing in this article shall be construed to limit the City's authority to enforce this Code of Ordinances, the Unified Development Code, applicable state law, or any other remedy authorized by law. The City may pursue one or more remedies concurrently or consecutively, as authorized by law.

NOW, THEREFORE LET IT BE ORDAINED by the Board of Aldermen of the City of Starkville as follows:

SECTION 1. The above clauses are incorporated herein as findings of fact of the Board of Aldermen of the City of Starkville.

SECTION 2. The City of Starkville Code of Ordinances is amended to add under the Law Enforcement, Section 12; Chapter 12.11 as the Chronic Nuisance Property Ordinance as follows:

Sec.12.11.1- Title.

This article may be cited as the "City of Starkville Chronic Nuisance Property Ordinance."

Sec. 12.11.2. - Purpose.

- A. Chronic nuisance properties present grave health, safety, and welfare concerns, where the persons responsible for such properties have failed to take corrective action to abate the nuisance condition. Chronic nuisance properties have a tremendous negative impact upon the quality of life, safety, and health of

neighborhoods where they are located. This article is enacted to remedy nuisance activities that are particularly disruptive to quality of life and repeatedly occur or exist at properties by providing a process for abatement. This remedy is not an exclusive remedy available under any state or local laws and may be used in conjunction with such other laws.

- B. Also, chronic nuisance properties are a financial burden to the city and its personnel by the repeated calls for service to the properties because of the nuisance activities that repeatedly occur or exist on such property. This article is a means to improve those conditions and hold accountable those persons responsible for such property.
- C. The remedies provided in this article are cumulative and not exclusive. Nothing in this article shall be construed to replace, limit, or preclude the City's authority to enforce any provision of this Code of Ordinances, the Unified Development Code, applicable state law, or any other remedy authorized by law. The City may pursue one or more remedies under this article or other applicable law concurrently or consecutively, as authorized by law.

Sec. 12.11.3 - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The definitions contained in this section are adopted solely for purposes of administering and enforcing this article and shall apply only to this article. Nothing in this section is intended to amend, replace, or supersede any definition contained elsewhere in the City of Starkville Code of Ordinances or the Unified Development Code. In the event a word, term, or phrase defined in this section is also defined elsewhere in the City Code or the Unified Development Code, the definition contained in this section shall govern only for purposes of interpreting and enforcing this article:

“Abate” means to repair, replace, remove, destroy, or otherwise remedy a condition, which constitutes a violation of this article by such means and in such a manner and to such an extent as the applicable city department director or designee determines is necessary in the interest of the general health, safety, and welfare of the community;

“Chronic nuisance property” means property on which a combination of three or more nuisance activities occur or exist during any six-month period. For purposes of this Article, the term "Chronic Nuisance Property" is a distinct regulatory designation and is not intended to incorporate or replace the definition of "Nuisance" contained in the Unified Development Code.

“Control” means the ability to regulate, restrain, dominate, counteract, or govern property, or conduct that occurs on a property.

“Drug-related activity” means any unlawful activity at a property which consists of the manufacture, delivery, defined by state law of the sale, storage, possession, or giving away of any controlled substance.

“Nuisance activity” means and includes:

Any criminal conduct as defined by state law or local ordinance occurring on, around or property, including, but not limited to, the following activities or behaviors:

- A. Stalking (Miss. Code Anno. § 93-7-107);
- B. Harassment (Miss. Code Anno. § 93-7-107);
- C. Failure to disperse (Miss. Code Anno. § 33-7-309; City of Starkville Code of Ordinances Sec. 12.4.02;
- D. Disorderly conduct (Miss. Code Anno. § 97-35-7; 97-35-9; 97-35-15);
- E. Assault (Miss. Code Anno. § 97-3-7; 97-3-71; 97-7-14);
- F. Any domestic violence crimes (Miss. Code Anno. § 97-5-39); gh. Prostitution (Miss. Code Anno. § 97-29-49);
- G. Patronizing a prostitute (Miss. Code Anno. § 97-29-51);
- H. Public disturbance noises (Miss. Code Anno. § 97-35-9; City of Starkville Code of Ordinances 11.1.10; 11.1.14; 11.1.15; City of Starkville UDC 16.2.1)
- I. Lewd conduct (Miss. Code Anno. § 97-29-31; 97-29-61; 97-29-63);
- J. Discharge of firearms, Target Guns, BB Guns, Slingshots Prohibited (City of Starkville Code of Ordinances 12.3.06.

The term "nuisance activity" shall not include conduct where the person responsible is the victim of a crime and had no control over the criminal act.

“Person” means natural person, joint venture, partnership, association, club, company, corporation, business trust, organization, or the manager, lessee, agent, officer, or employee of any of them.

“Person responsible for the property” or **“person responsible”** means, unless otherwise defined, any person who has titled ownership of the property or structure which is subject to this article, an occupant in control of the property or structure which is subject to this article, a developer, builder, or business operator or owner who is developing, building or operating a business on the property or in a structure which is subject to this article and/or

any person who has control over the property and allows a violation of this article to continue.

“Premises” and **“property”** may be used by this article interchangeably and means a public or private building, lot, parcel, dwelling, rental unit, real estate or land or portion thereof including property used as a residential or commercial property.

“Rental unit” means any structure or that part of a structure, including, but not limited to, single-family home, room, or apartment, which is rented to another and used as a home residence, or sleeping place by one or more persons.

Sec. 12.11.4 - Violation.

- A. Any property within the city which is chronic nuisance property is in violation of this article and subject to its remedies.
- B. Any person responsible for property who permits property to be a chronic nuisance property shall be in violation of this article and subject to its remedies.

Sec. 12.11.5 - Procedure.

- A. The process followed shall be:
 - 1. The Chief of Police, or the Chief’s designee, is authorized to identify properties that constitute or appear to constitute chronic nuisance properties based upon documented law enforcement activity, criminal offenses, repeated calls for service, code violations, or other conditions that negatively impact the surrounding neighborhood and public safety.
 - 2. In determining whether a property is a chronic nuisance property, the Chief of Police or a designee shall review the frequency, nature, and severity of incidents occurring at or associated with the property during a designated review period, together with any other relevant information deemed appropriate.
 - 3. Upon determining that sufficient evidence exists to believe a property may qualify as a Chronic Nuisance Property under this ordinance, the Chief of Police shall prepare a written report summarizing the documented findings, supporting evidence, and the basis for initiating chronic nuisance proceedings. The report is an investigative finding only and does not constitute a final determination that the property is a Chronic Nuisance Property.
 - 4. The report shall be submitted to the Mayor, CAO, or designee, for review and consideration of any administrative or legal action authorized under this ordinance or other applicable law. The submission of such report shall

constitute the official recommendation of the Police Department that the property be considered for chronic nuisance property proceedings. Nothing herein shall limit the authority of the Mayor or the governing body to require additional information, pursue alternative remedies, or decline to initiate enforcement proceedings.

5. Upon such finding the Mayor or Chief Administrative Officer or a designee shall notify the person responsible for such property, in writing, that the property is in danger of being declared a chronic nuisance property.

B. The warning shall contain:

1. The street address or legal description sufficient for identification of the property; and
2. A concise description of the nuisance activities that exist, or that have occurred on the property; and
3. A demand that the person responsible for such property respond to the Mayor or Chief Administrative Officer or a designee within 15 days of service of the notice to discuss the nuisance activities and create a plan to abate the chronic nuisance; and
4. Offer the person responsible an opportunity to abate the nuisance activities giving rise to the violations; and
5. A statement describing that if legal action is commenced, the property and person responsible could result in closure of the property, suspension or revocation of a Rental Housing License where applicable, suspension of the privilege license to do business in the City of Starkville, civil penalties and/or costs assessed up to \$100.00 per day against the responsible person, criminal prosecution of the responsible person for misdemeanor violation of municipal ordinance or city abatement of the chronic nuisance and assessment of the cost of abatement against the property and person responsible if the property is declared a chronic nuisance property.

C. The Mayor or Chief Administrative Officer or a designee shall serve or cause to be served written notice upon the person responsible by the following means of delivery:

1. Delivered in person by a police officer to the owner, occupant, manager, or agent of the premises where the violation has occurred, or to the person responsible for the violation; or
2. By first class United States mail, postage prepaid, addressed to the owner, occupant, agent, manager, or responsible person at the last known address. Service by mail is deemed complete upon deposit in the U.S. mail; or

3. By publication in newspaper of general circulation in the city if the property owner or his address is unknown.
- D. If the person responsible fails to respond to the warning within the time prescribed, the Mayor or Chief Administrative Officer or designee shall post or have posted such notice at the property and serve the person responsible with notice of the violation of the intent of the municipality to proceed with a commencement of action in city court and that adjudication of responsibility or guilt could result in the closure of the property, suspension of certificate of occupancy, civil penalties and/or costs assessed up to \$100.00 per day, criminal prosecution for misdemeanor violation of municipal ordinance or city abatement and assessment of the cost of abatement if declared a chronic nuisance property . The matter shall be referred to the city attorney for further enforcement action.

If the agreed course of action does not result in the abatement of the nuisance activities or if no agreement concerning abatement is reached, the matter shall be forwarded to the city attorney for further enforcement action.

- E. It is a defense to an action for chronic nuisance property that the person responsible, at all material times, could not, in the exercise of reasonable care or diligence, determine that the property had become a chronic nuisance property.

Sec. 12.11.6- Commencement of action; ejectment.

- A. Once the matter is referred to the city attorney, the city attorney shall immediately review and make a determination to initiate civil and/or criminal legal action authorized under this article or state statute or may seek alternative forms of abatement of the nuisance activity. The city attorney may initiate legal action on the chronic nuisance property and seek civil penalties and costs and/or misdemeanor criminal charges for violation of this ordinance. The city attorney may also initiate legal action on the chronic nuisance property and seek abatement under this ordinance in city court or injunctive relief in chancery court pursuant to Miss. Code Anno. §95-3-1 *et seq.* (1972 as amended).
- B. In determining whether a property shall be deemed a chronic nuisance property and subject to the court's jurisdiction, the city shall have the initial burden of proof to show by a preponderance of the evidence that the property is a chronic nuisance property. The city may submit official police reports and other affidavits outlining the information that led to arrest, and other chronic nuisance activity occurring or

existing at the property. The failure to prosecute an individual, or the fact no one has been convicted of a crime is not a defense to a chronic nuisance action.

- C. Once a court determines the property to be a chronic nuisance under this section, the court may impose a civil penalty against any or all of the persons responsible for the property and may order any other relief deemed appropriate. A civil penalty may be assessed for up to \$100.00 per day for each day the nuisance activity continues to occur. In assessing the civil penalty, the court may consider the following factors, citing to those found applicable:
 - 1. The actions taken by the person responsible to mitigate or correct the nuisance activity;
 - 2. The repeated or continuous nature of the nuisance activity;
 - 3. The statements of the neighbors or those affected by the nuisance activity; and
 - 4. Any other factor deemed relevant by the court.
- D. The court which determined the property to be a chronic nuisance property may also assess costs against the person responsible in the amount it costs the city to abate, or attempt to abate, the nuisance property.
- E. Once a determination has been made by the court that the chronic nuisance property shall be subject to closure the court may authorize the city to physically secure the premises and initiate such closure. Costs for such closure shall be submitted to the court for review. Any civil penalty and/or costs awarded to the city may be filed with the city clerk who shall cause the same to be filed as a lien on the property with the county tax assessor and the city. The city shall file a formal legal action notice when an action for abatement is filed in the city or justice court.
- F. The city court shall have jurisdiction of all civil infractions issued pursuant to this article.
- G. Violation of this article may also be deemed by the court as a misdemeanor for violation of city ordinance.
- H. The responsible party for a property previously declared a chronic nuisance may petition the Municipal Court for removal of the designation upon demonstrating that the nuisance has been abated and that reasonable measures have been taken to

prevent its recurrence. In determining whether to remove the designation, the Court may consider the absence of additional nuisance activity, compliance with prior court orders or abatement plans, and any other relevant evidence.

Sec. 12.11.7 - Summary closure.

Nothing in this article prohibits the city from taking any emergency action for the summary closure of such property when it is necessary to avoid an immediate threat to public welfare and safety. The city may take summary action to close the property without complying with the notification provisions of MS Rules of Civil Procedure, but shall provide such notice as is reasonable under the circumstances.

Secs. 12.11.8 to 12.11.20 - Reserved. Footnotes:

State Law references- Miss. Code Anno. §§ 21-19-19 ; 21-19-20 ; 95-3-1 et seq. 17-2-1 ; 17-1-19, 17-1-17 ; 21-19-1 ; 21-19-111 ;

SECTION 3. Subsection 18 of the UDC is to read as follows:

Section 18. Definitions

Chronic nuisance property - A property determined to be a Chronic Nuisance Property pursuant to Sec. 12.11 of the City of Starkville Code of Ordinances.

SECTION 4. Subsection 17.6.9 is added to the UDC Rental Housing Code and is to hereby read as follows:

Section 17.6.9. Owning, Occupying, or Controlling a Chronic Nuisance Property.

All persons owning or controlling rental property in the City of Starkville must maintain that property free from any nuisance activities. Any owner of rental property that fails to comply with an approved abatement plan or final court order to abate nuisance activities at their rental property is in violation of the Chronic Nuisance Property ordinance and the Rental Housing Code.

All rental property in the City of Starkville is subject to the Chronic Nuisance Ordinance contained in the Code of Ordinances Sec. 12.11.1 through 12.11.20. Any rental property deemed a chronic nuisance property under the terms of Sec. 12.11.1 through Sec. 12.11.20 of the Chronic Nuisance Property ordinance is subject to license revocation under Sec. 12.11.5(b)(5) of the Rental Housing Code and to any civil and criminal penalties outlined in the Chronic Nuisance Property Ordinance.

SECTION 5. *Severability.* If any term or provision of this Ordinance is held by a court of competent jurisdiction or other authority to be invalid, void, or unenforceable, the remainder

of the terms and provisions of this Ordinance shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6. The City Clerk is hereby directed to cause a summary of this ordinance in a form allowed by law to be published one time in the Starkville Dispatch.

SECTION 7. The effective date of this ordinance shall be thirty (30) days after passage and publication required by law.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Mayors Office
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND THE LEISURE AND RECREATION DISTRICT ORDINANCE TO INCLUDE SPECIFIC LANGUAGE REQUIRING DATE SPECIFIC STICKERS AND TO EXPAND THE DISTRICT MAP.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Mayors Office

DIRECTOR'S AUTHORIZATION:

SUMMARY:

FOR MORE INFORMATION CONTACT:

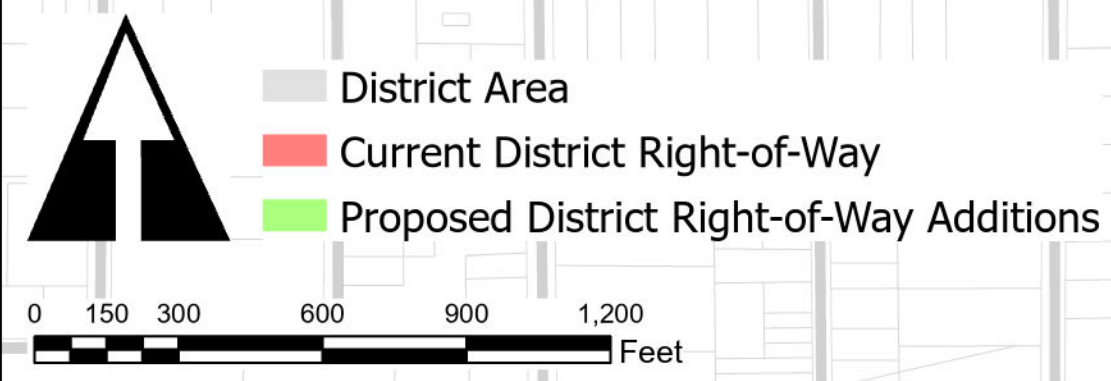
SUGGESTED MOTION:

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

DR MARTIN LUTHER KING JR DR W
DR MARTIN LUTHER KING JR DR E



**Leisure and Recreation District
2026 Proposed Update**



BOUNDARY DESCRIPTION OF THE CITY OF STARKVILLE'S

LEISURE AND RECREATION DISTRICT

The boundary of the Leisure and Recreation District shall include the entire right-of-way of several streets within the corporate boundary of the City of Starkville, Mississippi. The portions of the streets included in the Leisure and Recreation District are described as follows:

Dr. Martin Luther King Jr. Drive West and Dr. Martin Luther King Jr. Drive East: Starting from the east west side of the right-of-way of D. L. Conner Drive on Dr. Martin Luther King Jr. Drive West and Ending on the east side of the right-of-way of Old West Point Road on Dr. Martin Luther King Jr. Drive East.

West Main Street, East Main Street, and University Drive: Starting one hundred and forty-four feet (144') west of the intersection of the south side of the right-of-way of West Main Street and the west side of the right-of-way of South Washington Street on West Main Street and Continuing east through East Main Street and Ending at the west side of the right-of-way of Highway 12 on University Drive.

East Lampkin Street: Starting at the west side of the right-of-way of North Jackson Street on East Lampkin Street and Ending at the west side of the right-of-way of Fellowship Street on East Lampkin.

Russell Street: Starting at the south side of the right-of-way of East Lampkin Street on Russell Street and Ending at the west side of the right-of-way of Highway 12 on Russell Street.

Cotton Row: Starting at the east side of the right-of-way of Holtsinger Avenue on Cotton Row and Ending on the west side of the right-of-way of Maxwell Street on Cotton Row.

Lummus Drive: Starting from the east west side of the right-of-way of Maxwell Street on Lummus Drive and Ending ~~one hundred feet (100') east of the intersection of the south side of the right-of-way of Lummus Drive and~~ at the east side of the right-of-way of Maxwell Street on Lummus Drive.

Page Avenue: Starting from the south side of the right-of-way of University Drive on Page Avenue and Ending at the east side of the right-of-way of Maxwell Street on Page Avenue.

South Washington Street: Starting from the south side of the right-of-way of East Main Street on South Washington Street and Ending two hundred and forty-two feet (242') south of the intersection of the south side of the right-of-way of West Main Street and the west side of the right-of-way of South Washington Street and including fifty feet (50') of the western most portion of the alley way on the east side of South Washington Avenue south of East Main Street

North Jackson Street and South Jackson Street: Starting from the south side of the right-of-way of Dr. Martin Luther King Jr. Drive West on North Jackson Street and Ending one hundred and thirty-six feet (136') south of the south side of the railroad right of way on the west side of South Jackson Street.

North Montgomery Street and South Montgomery Street: Starting from the south side of the right-of-way for Dr. Martin Luther King Jr. Drive East on North Montgomery Street and Ending on the north side of the right-of-way line of Hogan Street on South Montgomery Street.

Old West Point Road: Starting from the south side of the right-of-way from Dr. Martin Luther King Jr. Drive East on Old West Point Road and Ending at the north right-of-way of University Drive on Old West Point Road.

Fellowship Street: Starting from the south side of the right-of-way of University Drive on Fellowship Street and Ending on the north side of the right-of-way of Russell Street on Fellowship Street.

Mill Street: Starting from the south side of the right-of-way of Russell Street on Mill Street and Ending on the south side of the right-of-way of Mercantile Street on Mill Street.

Mercantile Street: Starting from the south side of the right-of-way of Russell Street on Mercantile Street and Ending on the east side of the right-of-way of Mill Street on Mercantile Street.

Colonel Muldrow Avenue: Starting from the south side of the right-of-way of University Drive on Colonel Muldrow Avenue and Ending ~~one hundred and thirteen feet (113') south of the intersection of the south side of the right-of-way of University Drive and west side of the right-of-way of Colonel Muldrow Avenue~~ on the north side of the right-of-way of Russell Street on Colonel Muldrow Avenue.

Adkerson Way: Starting from the north side of the right-of-way of University Drive on Adkerson Way and Ending on the south side of the right-of-way of College View Drive.

Vista Avenue: Starting from the east side of the right-of-way of Adkerson Way on Vista Avenue and Ending at the eastern most terminus of Vista Avenue.

Camp Avenue: Starting from the north side of the right-of-way of University Drive on Camp Avenue and Ending on the east side of the right-of-way of Adkerson Way.

College View Drive: Starting from the west side of the right-of-way of Adkerson Way on College View Drive and Ending at the intersection of right-of-way of College View Drive and the City Limits of Starkville.

Jefferson Street: Starting from the east side of the right-of-way of Dr Douglas L Conner Dr on Jefferson Street and Ending on the east side of the right-of-way of North Jackson Street.

Dr Douglas L Conner Drive: Starting from the north side of the right-of-way of Dr Martin Luther King Jr Dr West and Ending on the north side of the right-of-way of East Main Street and West Main Street.

North Lafayette Street: Starting from the north side of the right-of-way of Dr Marting Luther King Jr Dr West and Ending on the north side of the right-of-way of East Main Street.

South Lafayette Street: Starting from the south side of the right-of-way of East Main Street on South Lafayette Street and Ending on the north side of the right-of-way of West Lampkin Street.



CITY OF STARKVILLE COVERSHEET

AGENDA ITEM DEPT: Community Development - Planning

RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF ADVERTISING FOR BIDS FOR A 2 YEAR CONTRACT FOR MOWING OF UNIVERSITY ODDFELLOW CEMETERY, MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 ODDFELLOW CEMETERY AND BRUSH ARBOR CEMETERY.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Community Development - Planning

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

SUMMARY:

Consideration of authorizing City staff to advertise for sealed bids for a two-year contract to provide mowing and grounds maintenance services at University Drive Odd Fellows Cemetery, Martin Luther King Jr. Drive/Highway 182 Odd Fellows Cemetery, and Brush Arbor Cemetery. The contractor will be responsible for furnishing all labor, supervision, equipment, fuel, materials, and supplies necessary to maintain the cemetery grounds in a neat, safe, and professional condition.

The proposed scope includes mowing each cemetery twice per month, generally near the first and fifteenth; trimming around monuments, fences, trees, and other obstructions; edging; removing litter and debris; and cleaning paved surfaces and grave markers following each service. Bidders may submit pricing for one, two, or all three locations, and the City may award the work individually, in combination, or as a single contract based on the lowest and best bid and the overall interests of the City.

FOR MORE INFORMATION CONTACT:

Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Motion to authorize City staff to advertise for bids for a two-year contract for mowing and grounds maintenance

services at University Drive Odd Fellows Cemetery, Martin Luther King Jr. Drive/Highway 182 Odd Fellows Cemetery, and Brush Arbor Cemetery.



CITY OF STARKVILLE COVERSHEET

AGENDA ITEM DEPT: Community Development - Planning

RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF THE RESOLUTIONS AUTHORIZING THE LOT MOWING LIENS FOR PARCEL NUMBER 118O-00-338.00 WHICH IS LOCATED DIRECTLY NORTH OF 307 WEST MAIN STREET AND 200 CURTIS STREET AS PROVIDED IN THE ATTACHMENTS.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Community Development - Planning

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

SUMMARY:

This is to authorize these liens that will compensate the city per the authorization in 21-19-11 for placement with the tax assessor's office to collect as part of the process of attaching the liens to the properties approved for mowing, cleaning, and/or demolition.

FOR MORE INFORMATION CONTACT:

Lynn Spruill @ 662-323-2525 ext 3108 or l.spruill@cityofstarkville.org

Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval of authorizing the lot mowing lien resolutions for the parcel number 118O-00-338.00 which is located directly North of 307 West Main Street and 200 Curtis Street.

**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 **AHaven Property LLC** (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: AHaven Property LLC

Address of Owner: 234 Gllenwood Drive Columbus MS 39705

Parcel Number: 118O-00-338.00

Address of Violation: parcel located North of 307 W. Main Street

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on **May 6, 2025** 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 **August 4, 2026**, adjudicated the actual cost of lot mowing to be **\$300.00**. 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 _____ day of _____, 202____.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
D. LYNN SPRUILL, MAYOR

ATTEST: _____
JOANNA MCLAURIN, CITY CLERK

Lien Case: LIEN-26-10

**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 AHaven Property LLC , being more particularly described as:

parcel located North of 307 W. Main Street (PID #118O-00-338.00)

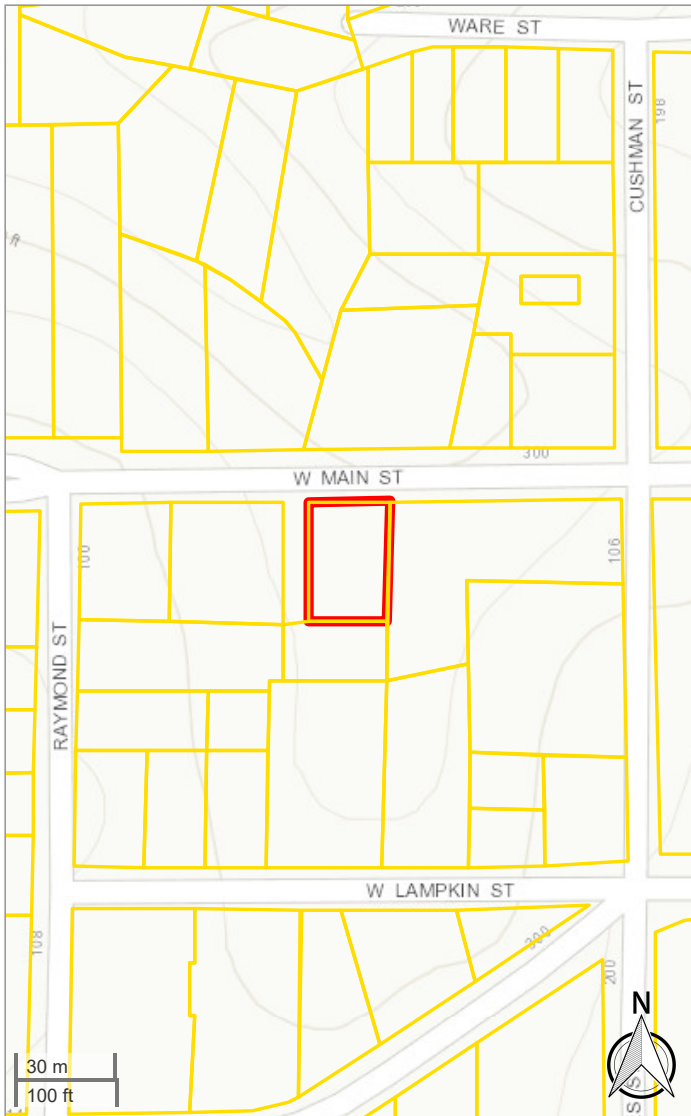
(See attached Exhibit "A")

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 \$300.00.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Joanna McLaurin, City Clerk
City of Starkville, Mississippi



Oktibbeha County, MS

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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: 7/27/2026

PPIN:	493
PARCEL_ID:	1180-00-338.00
OWNERNAME:	AHAVEN PROPERTY LLC
ADDRESS1:	234 GLENWOOD DR
ADDRESS2:	
CITY:	COLUMBUS
STATE:	MS
ZIP:	39705
SECTION:	34
TOWNSHIP:	19N
RANGE:	14E
LEGAL1:	LOT 5 A CITY BLOCK 10
LEGAL2:	
LEGAL3:	
TAX_DIST:	5110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	10000
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	10000
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	10000
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	2023
DEED_PAGE:	4880
DEED_DATE:	2/7/2023
SITUS_ADDR:	0

307 W Main Street

Parcel # 1180-00-338.00

Employees		Equipment used	
Noah Wolfe		Lawn mower	
Lemuel Tate		Weed eater	
Employee Labor Total:	\$	250.00	
Administrative Fee:	\$	50.00	
Main Total:	\$	300.00	

**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 **Mary Ann Miles** (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: Mary Ann Miles

Address of Owner: 203 Curtis Street Starkville MS 39759

Parcel Number: 102C-00-147.00

Address of Violation: 200 Curtis Street

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on **September 2, 2025** 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 **August 4, 2026**, adjudicated the actual cost of cleanup to be **\$300.00**. 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 _____ day of _____, 202____.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

D. LYNN SPRUILL, MAYOR

ATTEST: _____

JOANNA MCLAURIN, CITY CLERK

Lien Case: LIEN-26-9

**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 Mary Ann Miles, being more particularly described as:

200 Curtis Street (PID #102C-00-147.00)

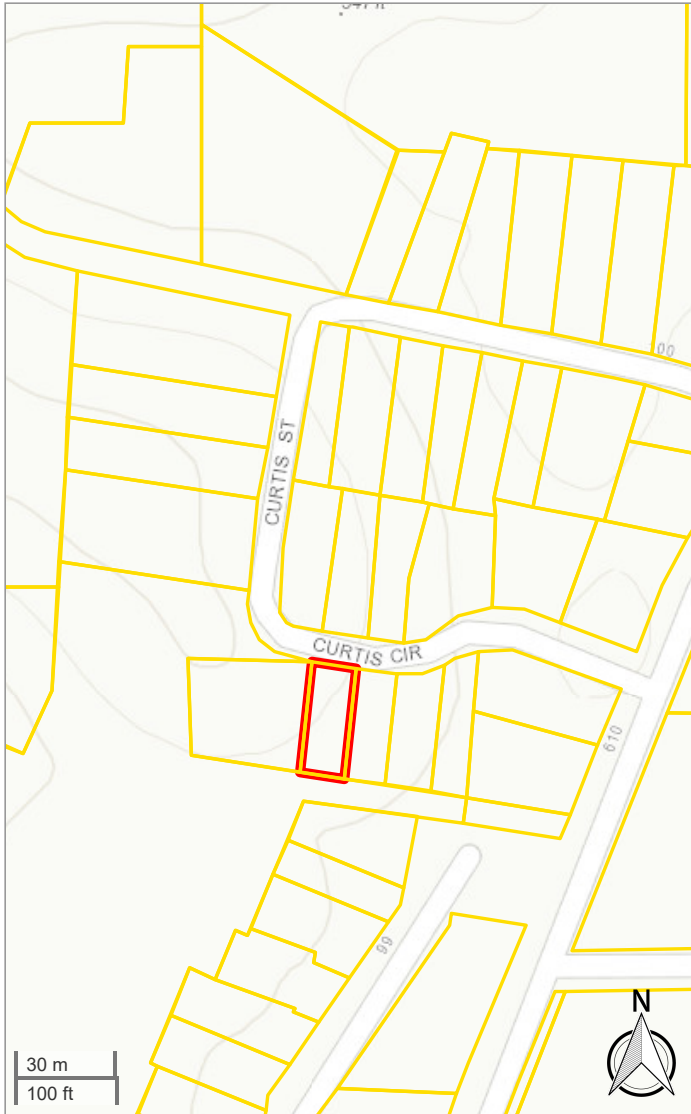
(See attached Exhibit "A")

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 \$300.00.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Joanna McLaurin, City Clerk
City of Starkville, Mississippi



Oktibbeha County, MS

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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: 7/27/2026

PPIN:	8747
PARCEL_ID:	102C-00-147.00
OWNERNAME:	MILES MARY ANN
ADDRESS1:	203 CURTIS
ADDRESS2:	
CITY:	STARKVILLE
STATE:	MS
ZIP:	39759
SECTION:	04
TOWNSHIP:	18N
RANGE:	14E
LEGAL1:	UNNUMBERED LOT EAST OF LOT 13
LEGAL2:	CITY BLK 81
LEGAL3:	
TAX_DIST:	1110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	10000
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	10000
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	10000
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS ADDR:	200 CURTIS

200 Curtis Street

Employees	Equipment used
Noah Wolfe	Lawn mower
	Weed eater
Employee Labor Total:	\$ 250.00
Administrative Fee:	\$ 50.00
Main Total:	\$ 300.00



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Mayors Office
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF THE RESOLUTION AUTHORIZING THE LIEN FOR 245 RUTH ROAD AS PROVIDED IN THE ATTACHMENTS.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Mayors Office

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

SUMMARY:

This is to authorize these liens that will compensate the city per the authorization in 21-19-11 for placement with the tax assessor's office to collect as part of the process of attaching the liens to the properties approved for mowing, cleaning, and/or demolition.

FOR MORE INFORMATION CONTACT:

Lynn Spruill @ 662-323-2525 ext 3108 or l.spruill@cityofstarkville.org
Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval of authorizing the lien resolution for 245 Ruth Road.

**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 **Roberta F Prisock** (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: Roberta F Prisock

Address of Owner: 64 Lakeside Road Starkville MS 39759

Parcel Number: 159J-00-028.01

Address of Violation: 245 Ruth Road

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on **May 19, 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 **August 4, 2026**, adjudicated the actual cost of cleanup to be **\$16,146.77**. 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 _____ day of _____, 202____.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

D. LYNN SPRUILL, MAYOR

ATTEST: _____

JOANNA MCLAURIN, CITY CLERK

Lien Case: LIEN-26-11

**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 Roberta F Prisock, being more particularly described as:

245 Ruth Road (PID #159J-00-028.01)

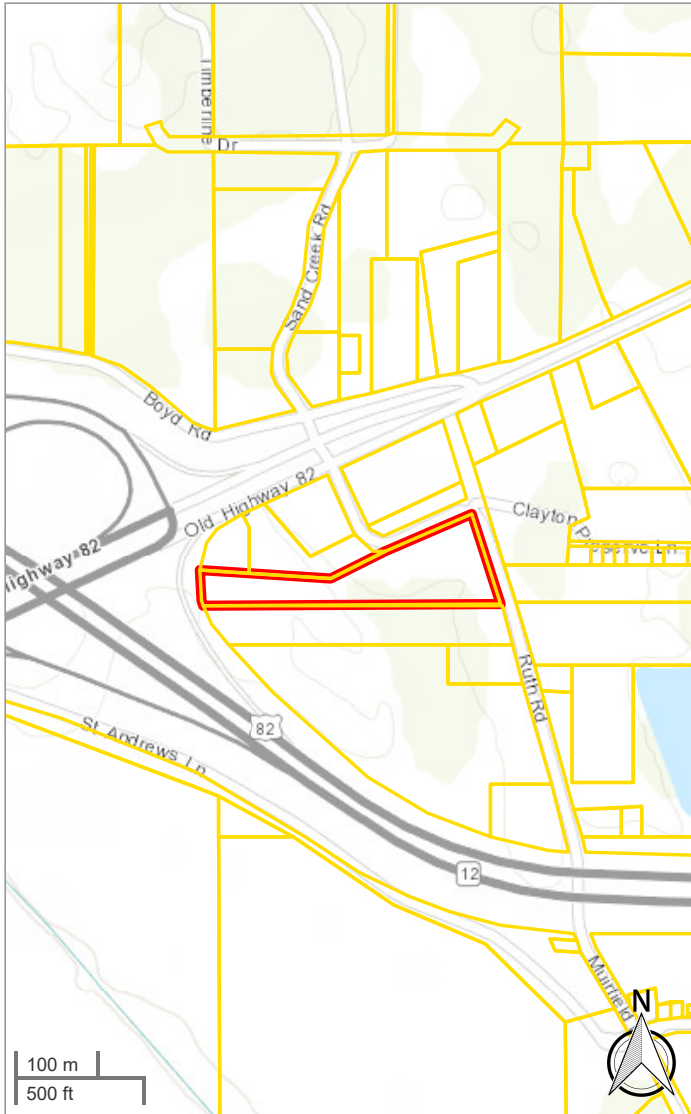
(See attached Exhibit "A")

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 \$16,146.77.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Joanna McLaurin, City Clerk
City of Starkville, Mississippi



Oktibbeha County, MS

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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: 7/27/2026

PPIN:	10697
PARCEL_ID:	159J-00-028.01
OWNERNAME:	PRISOCK ROBERTA F ETAL
ADDRESS1:	64 LAKESIDE RD
ADDRESS2:	
CITY:	STARKVILLE
STATE:	MS
ZIP:	39759
SECTION:	32
TOWNSHIP:	19N
RANGE:	15E
LEGAL1:	PT LOT 24 LOT 25 & 26 CLAYTON
LEGAL2:	VILLAGE
LEGAL3:	
TAX_DIST:	2110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	1.65
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	1.65
CULT_VAL1:	0
CULT_VAL2:	10480
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	10480
IMP_VAL1:	0
IMP_VAL2:	1000
TOTALVALUE:	11480
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	2014
DEED_PAGE:	7005
DEED_DATE:	10/23/2014
SITUS ADDR:	0

HOUSE DEMOLITION

245 Ruth Road

Employees	Hourly Rate	Hours Worked	Total	Equipment	Hourly Rate	Hours Used	Total
Troy Johnson	\$ 17.93	16	\$ 286.88	Truck 715	\$ 20.80	16	\$ 332.80
Javier Clay	\$ 19.32	16	\$ 309.12	Truck 61A	\$ 67.00	16	\$ 1,072.00
Donnie Scales	\$ 19.90	8	\$ 159.20	Truck 702	\$ 67.00	16	\$ 1,072.00
Javian Mobley	\$ 17.93	13	\$ 233.09	Truck 706	\$ 67.00	16	\$ 1,072.00
Kevin Young	\$ 17.93	16	\$ 286.88	Truck 195	\$ 20.80	16	\$ 332.80
Marcus Hendrix	\$ 17.93	0.75	\$ 13.45	Truck 61	\$ 20.80	1	\$ 20.80
Kedesha Poe	\$ 19.03	0.5	\$ 9.51	Truck 716	\$ 20.80	1	\$ 20.80
Theodis Weaver	\$ 22.40	16	\$ 358.40	Cat 312	\$ 54.00	16	\$ 864.00
Bobby Bardwell	\$ 19.03	16	\$ 304.48	Cat 305	\$ 54.00	16	\$ 864.00
Chris Black	\$ 40.97	6	\$ 245.82	Truck 75	\$ 20.80	0.5	\$ 10.40
				Truck 713	\$ 20.80	2.5	\$ 52.00
				Cat 420 Back Hoe	\$ 67.00	5.5	\$ 368.50
Total Employee Labor:			\$ 2,206.83				
Total Equipment Labor:			\$ 6,082.10				
Dirt:			\$ 3,660.00				
Rock:			\$ 85.00				
Dump Ticks:			\$ 4,112.84				
Main Total:			\$ 16,146.77				



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Mayors Office
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF AUTHORIZING STAFF TO ADVERTISE FOR BIDS FOR THE REPLACEMENT OF FLOORING AND CARPET AT CITY HALL.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Mayors Office

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

SUMMARY:

STAFF REQUESTS AUTHORIZATION TO ADVERTISE FOR BIDS TO REPLACE THE FLOORING AND CARPET AT CITY HALL. ALL BIDS RECEIVED WILL BE PRESENTED TO THE BOARD FOR CONSIDERATION AND AWARD.

FOR MORE INFORMATION CONTACT:

LYNN SPRUILL @ 662-323-2525 EXT 3108 OR L.SPRUILL@CITYOFSTARKVILLE.ORG
STEIN MCMULLEN @ 662-323-2525 EXT 3121 OR SMCMULLEN@CITYOFSTARKVILLE.ORG

SUGGESTED MOTION:

MOTION TO AUTHORIZE STAFF TO ADVERTISE FOR BIDS FOR THE REPLACEMENT OF FLOORING AND CARPET AT CITY HALL.

2nd Floor Hallway



2nd Floor (Large Conference Room)



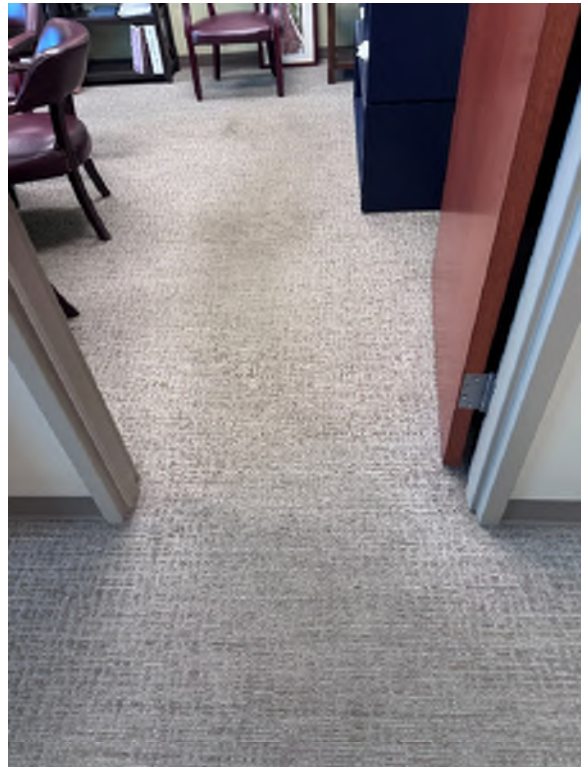
1st Floor Hallway (Courts)



1st Floor (Court Room)



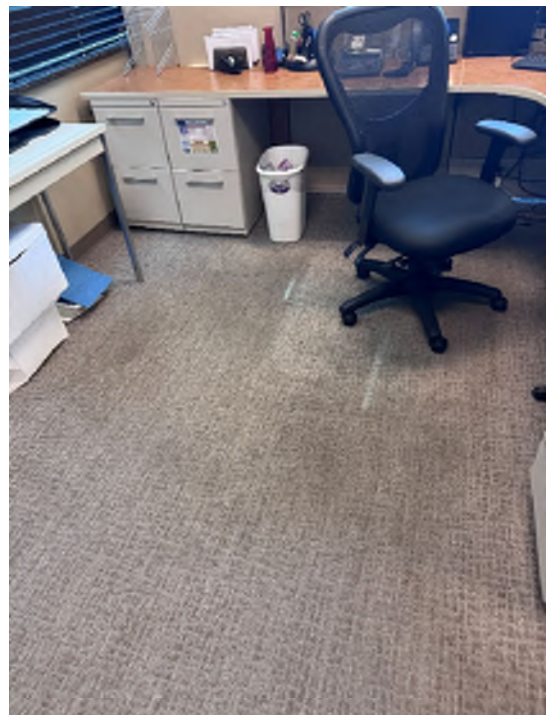
1st Floor (CFO Office)



1st Floor (Clerk)



1st Floor (Clerk)





**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Board of Aldermen
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF CALLING FOR PUBLIC HEARINGS ON THE 2026-2027 BUDGET AND TAX MILLAGE FOR THE CITY OF STARKVILLE.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Board of Aldermen

DIRECTOR'S AUTHORIZATION:

SUMMARY:

Per MCA § 21-35-5 and 27-39-203 at least one public hearing must be held a minimum of one week prior to the final official adoption of the budget by September 15.

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval to set 2 public hearings on the 2026-2027 budget and tax millage for the City of Starkville.

PUBLIC HEARING NOTICE

“NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND PROPOSED TAX LEVIES FOR THE UPCOMING FISCAL YEAR 2027 FOR THE CITY OF STARKVILLE”

The City of Starkville will hold a public hearing on its proposed budget and proposed tax levies for fiscal year 2027 on **Tuesday, August 18, at 5:30 PM** in the **Municipal Court Room of City Hall at 110 West Main Street.**

The City of Starkville is now operating with projected total budget revenue of \$32,721,915. 34.58% or \$11,316,367 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has a total projected revenue of \$35,318,470. Of that amount, 37.99% or \$13,419,000 is proposed to be financed through a total ad valorem tax levy.

The decision to not increase the ad valorem tax millage rate for fiscal year 2027 above the current fiscal year's ad valorem tax millage rate means you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental property, unless the assessed value of your property has increased for fiscal year 2027.

A millage rate of 28.69 will produce the same amount of revenue from ad valorem taxes as was collected the prior year. The millage rate for the prior year was 34.

Any citizen of the City of Starkville is invited to attend this public hearing on the proposed budget and tax levies, and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken. A proposed summary budget will be posted to the City's web site prior to the Public Hearing.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Engineering
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF APPROVING JUST COMPENSATION OFFERS FOR CONSTRUCTION EASEMENTS FOR 6 PARCELS FOR THE SPRING STREET NORTH PHASE 3 TA PROJECT FOR THE TOTAL AMOUNT OF \$10,230.00.

AUTHORIZATION HISTORY:

04-01-2025: Board of Aldermen approved to accept the grant and activate the project.

7-15-2025: Board of Aldermen approved Garver Engineering as consultants for the project.

5-05-2026: Board of Aldermen approved Right of Way Technologies contract for right of way services

AMOUNT & SOURCE OF FUNDING:

Source of Funding: Capital Fund 300

REQUESTING DEPARTMENT:

Engineering

DIRECTOR'S AUTHORIZATION:

Chris Williams , City Engineer

SUMMARY:

This is to approve the establishment of the just compensation offers based on MDOT's Local Public Agency Right of Way Operations Manual. These offers were calculated using the attached waiver valuations. This project is the third and final phase of the Spring Street Transportation Alternatives project which will provide multi-modal connectivity for pedestrians, and cyclists along Spring Street from Locksley Way to Russell Street, and connects numerous other multi-modal projects the City has completed over the years. The provides a meaningful, needed connection in one of the most difficult areas of town for multi-modal transportation.

FOR MORE INFORMATION CONTACT:

Chris Williams @ 662-323-2525 ext. 3122 or c.williams@cityofstarkville.org

SUGGESTED MOTION:

Move to approve just compensation offers for construction easements for 6 parcels for the Spring Street North Phase 3 TA project for the total amount of \$10,230.

Spring Street Sidewalk

Parcel	Tax Parcel No.	Deed	Owner	Zoning	Total Acreage	Total Sq Ft	Area Required (SF)	Est. Price (SF)	Est. Land Cost	Improvements	Total	Comments
1	101D-00-335.00	2020/8312	University Club Condo Assn	V	2.6	113,256	348	\$7.00	\$554	None	\$560	
2	101D-00-334.00	551/25	Sammie James Minor	R	0.4	17,424	92	\$7.00	\$147	None	\$500	Nominal Value
3	101D-00-307.00	2025/9600	Jessie Virgel Etal	R	0.2	8,712	197	\$7.00	\$314	None	\$500	Nominal Value
4	101D-00-309.00	1056/681	Yolanda H. Walker	R	0.2	8,712	267	\$7.00	\$425	None	\$500	Nominal Value
5	101D-00-310.00	704/727	Mary Lee Vaughn	R	0.26	11,326	524	\$7.00	\$834	None	\$840	
6	101D-00-213.00	2004/1918	Guyton Dorothy P Family Trust	R	0.71	30,928	759	\$7.00	\$1,209	\$6,118	\$7,330	Sidewalk and brick paving will be removed and replaced with backfill and sod. Only portion of improvements NOT on existing ROW were valued.

\$10,230

Temporary Easement = Area x \$7.00 sq ft land x 5% land rate x 4.55 discounted term of 5 years at 5% interest rounded to the next \$10
Nominal Temporary Easement = \$500 per MDOT Policy

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: University Club Condominium Association, Inc.
Parcel No: 1
Project No: LPA/109908-701000 Spring Street Connector North
County: Oktibbeha

Under the authority conveyed to me by the City of Starkville, Mississippi, and based on the approved waiver valuation for the above-named property, which is inclusive of all compensable interests, I, *Lynn Spruill, Mayor*, do hereby establish the City of Starkville, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$560.00**.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Waiver Valuation

Parcel No.	<u>1</u>	Project No.	<u>109908/701000</u>
County	<u>Oktibbeha</u>		
Owner(s):	<u>University Club Condominium Association, Inc.</u>	Address:	<u>200 South Montgomery Street, Suite 204</u>
Phone:	<u>(662) 418-0536 – Becca Andol</u>		<u>Starkville, MS 39759</u>

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: "...the acquiring...agency...may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars, (\$10,000), or less....".

Federal regulation at 49 CFR 24.102 provides: "... (2) An appraisal is not required if:....(ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.....(A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation."

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: "...Waiver valuations are not appraisals as defined by the Uniform Act and these regulations" [42 U.S.C §4601, et seq., and 49 CFR Part 24]; "therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule....". Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary and Allocation of Compensation for All interests: (All interests, Q interest, Easements, Warranty, etc.)				
Parcel No.	Land	Improvements	Damages	Total
1	\$560.00	\$0.00	\$0.00	\$560.00

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and no personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property

Preparer of Valuation
(signature)

Austin M. Dye

Date: 06/25/2026

(print name & title)

Austin Dye – ROW Acquisition Agent

Project: 109908/701000

Parcel: 1

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated "Establishment of Just Compensation Offer" form.

Basis of Valuation

Date of Inspection: 06-18-2026

Size and Description of Total Ownership BEFORE and AFTER:

BEFORE – 2.60 acres

AFTER – 2.60 acres

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership):

N/A

Description of Acquisition(s) including: type (Q, T, W,), existing use, size, features:

348 square feet being acquired via Temporary Easement. The property is improved with a residential condominium building and fronts Spring Street on the west side of the property. The topography is level to gently sloping with Spring Street being slightly higher than the property at the entrance drive and area of acquisition. The temporary easement acquisition area is along Spring Street and is generally rectangular in shape, extending across the entirety of the Spring Street entrance drive to the subject property. Improvements in the area of acquisition consist of concrete paving being replaced as part of the project. There are no damages assigned to the remaining property.

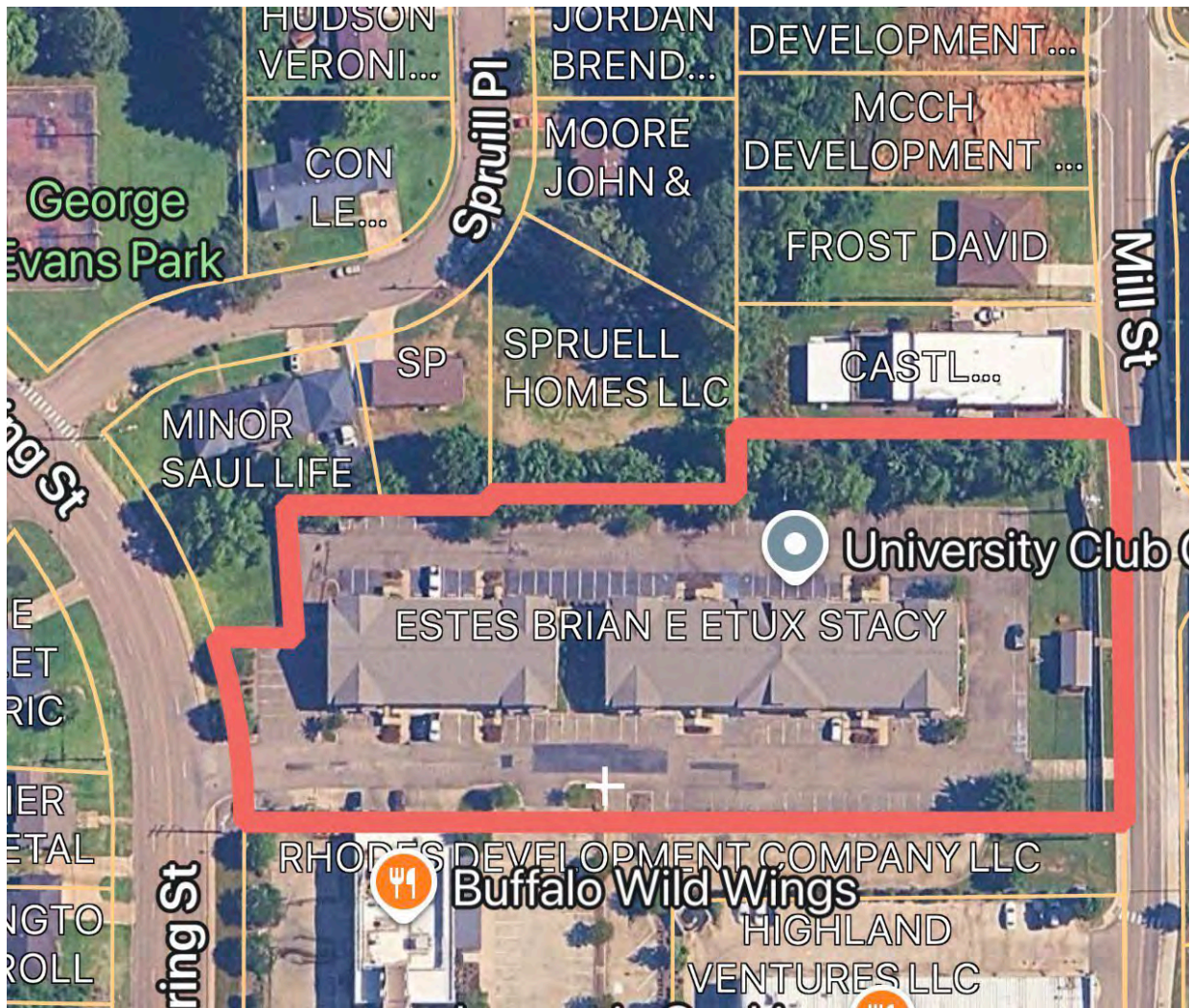
Sales Data Utilized for Valuation Process:

Sales data was obtained from the Multiple Listing Service by a licensed real estate agent and provided to the acquisition agent. All sales occurred in 2024. Sales ranged from \$5.91 per square foot to \$7.49 per square foot and lot sizes ranged from 0.22 acres to 0.34 acres. A unit value of \$7.00 per square foot is being used as the basis of this waiver valuation, which is at the upper end of the sales range.

Compensation Calculations (show all calculations)	
Temporary Easement 1 348 square feet X \$7.00/s.f. X 5% X 4.55 PVF = \$554.00 Rounded to \$560.00	\$560.00
Total Compensation	\$560.00

Project: 109908/701000

Parcel: 1



View of Entire Parcel

Project: 109908/701000

Parcel: 1

Form Date December 1, 2007

Page 3 of 5



View of Temporary Easement from South Looking North

Project: 109908/701000

Parcel: 1

Form Date December 1, 2007

Page 4 of 5



View of Temporary Easement Area from North Looking South

Project: 109908/701000

Parcel: 1

Form Date December 1, 2007

Page 5 of 5

Starkville, MS Comparable Sales

Address	Sold Price	Total Acreage	Total SqFt.	Sold Price Price Sqft	Zoning	Sale Year
14 Talamore Lane (Lot 314)	\$75,000	0.23	10,019	\$7.49	R-1	2024
108 Huxley Drive (Lot 320)	\$67,500	0.22	9,583	\$7.04	R-1	2024
31 Huxley Drive (Lot 347)	\$87,500	0.34	14,810	\$5.91	R-1	2024
63 Huxley Drive (Lot 349)	\$87,500	0.34	14,810	\$5.91	R-1	2024



Book:2020 Page:8312-8314
Deed
RCD: 12/04/2020 @12:28:57 PM
Oktibbeha County, MS
Sharon Livingston Chancery Clerk

Prepared by:

Brown & Langston, PLLC
Attorneys at Law
124 E. Main St.
Starkville, MS 39759
(662) 320-9111
MS Bar No. 10453, 104175, & 105036

Return to:

Brown & Langston, PLLC
124 E. Main St.
Starkville, MS 39759

INDEXING INSTRUCTIONS: Common Areas, University Club Condominiums, City of Starkville, Oktibbeha County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

WARRANTY DEED

In consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of all which is hereby acknowledged,

TABOR PROPERTIES, LLC, Grantor,
701 Spring Street, Unit 100
Starkville, MS 39759
(662) 324-0506

a Mississippi limited liability company, does hereby convey and warrant unto

UNIVERSITY CLUB CONDOMINIUM ASSOCIATION, Grantee,
701 Spring Street, Unit 100
Starkville, MS 39759
(662) 324-0506

A Mississippi non-profit association, all of its right, title, and interest in the following described tract or parcel of land situated in Oktibbeha County, Mississippi, to-wit:

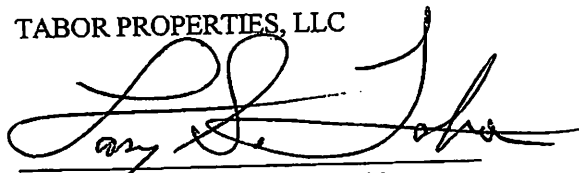
All of the common areas of University Club Condominiums, in the City of Starkville, Mississippi, as shown on the plat of said condominium project filed September 26, 2011, and recorded on Slide 280A in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

This conveyance is made subject to easements for utilities, drainage, road rights-of-way and any prior lease, reservation or conveyance of minerals of every kind and character, including, but not limited to oil, gas, sand, and gravel lying in, on, and under the subject property.

This conveyance is subject to the *Declaration of Condominium for University Club Condominium* recorded in Deed Book 2011 at pages 5729-5792, and subject to the *Easement and Restrictive Agreement* recorded in Deed Book 2011 at pages 5717-5728, in the office of the Chancery Clerk of Oktibbeha County, Mississippi, and subject to the provisions of Mississippi Code Section 89-9-1, *et seq.* commonly referred to as the "Mississippi Condominium Law."

WITNESS my signature this the 4th day of December 2020.

TABOR PROPERTIES, LLC



BY: LARRY S. TABOR, President

STATE OF MISSISSIPPI

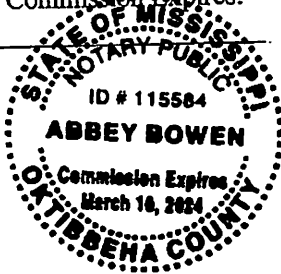
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for said county and state, LARRY S. TABOR, who acknowledged that he is the President of TABOR PROPERTIES, LLC, and that in said representative capacity he executed and delivered the foregoing *Warranty Deed* on the day and date therein mentioned and for the purposes therein expressed, after first being duly authorized by said limited liability company so to do.

WITNESS my hand and Official Seal this the 4th day of December 2020.

Abbey Bowen
NOTARY PUBLIC

My Commission Expires:



OKTIBBEHA COUNTY, MS SHARON LIVINGSTON, CHANCERY CLERK
I CERTIFY THIS INSTRUMENT WAS FILED ON 12/4/2020 12:28:57 PM AND RECORDED IN Deed 2020 8312



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
University Club Condominium Association, Inc.	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	991971
Status:	Good Standing
Effective Date:	11/18/2011
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name
Tabor, Larry S 200 South Montgomery Street, Suite 201 Starkville, MS 39759

Officers & Directors

Name	Title
Larry S Tabor 200 South Montgomery Street, Suite 201 Starkville, MS 39759	Incorporator



Property Link OKTIBBEHA COUNTY, MS

Current Date 6/18/2026

Tax Year 2025

Records Last Updated 6/17/2026

PROPERTY DETAIL

OWNER UNIVERSITY CLUB CONDOMINIUM AS
200 SOUTH MONTGOMERY SUITE 204

ACRES : **NA**

LAND VALUE : 5000

IMPROVEMENTS : **NA**

STARKVILLE MS 39759

TOTAL VALUE: 5000

ASSESSED : 750

PARCEL 101D-00-335.00

ADDRESS **NA**

TAX INFORMATION

YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	41.33	41.33	0.00
CITY	25.50	25.50	0.00
SCHOOL	49.73	49.73	0.00
TOTAL	116.56	116.56	0.00

LAST PAYMENT DATE 11 / 10 / 2025

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	COMMON AREA FOR UNIVERSITY CLU
HOMESTEAD CODE None	B	
TAX DISTRICT 5110	CONDO'S	
PPIN 007009	2020/8312	
SECTION 02	MAP 101D DB/PG 582/600 2010/45	
TOWNSHIP 18N	88	
RANGE 14E	B 2020 P 8312 12/04/2020	

Book 2020

Page 8312

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year **Sold To** **Redeemed Date/By**

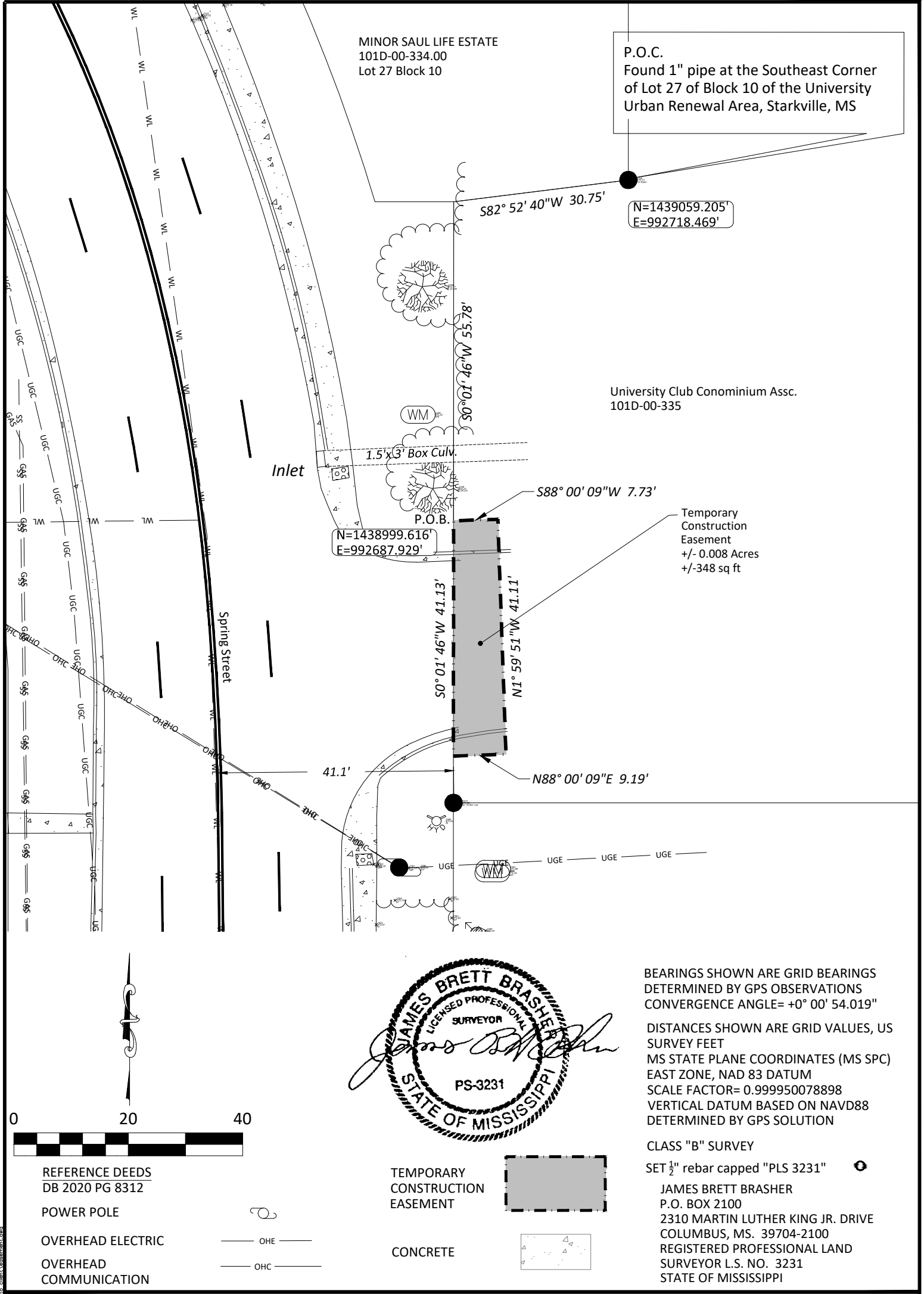
NO TAX SALES FOUND

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)



Date of Plat: 04-06-2026

Date of Field Survey: 9-18-2025

Scale: 1" = 20'



P.O. Box 2100 / 39704
2310 Martin Luther King Jr. Drive
Columbus, MS 39705
PH: (662)328-4547 / FAX: (662)328-8552

Sta. 17+70 rt.

Page 138 of 560

Grantee and return to:	Grantor Address:
The City of Starkville, Mississippi	University Club Condominium Association
110 West Main Street	Larry S. Tabor, President
Starkville, MS 39759	701 Spring St., Unit 100
Phone: (662) 325-2525	Starkville, MS 39759
	Phone: 662-324-0506

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

Common Area University Club Condominiums, City of Starkville, Mississippi

Initial _____, _____, _____

Spring Street Connector North
 STP-0420-00(027)LPA/109908-701000
 Parcel No. 1

THE STATE OF MISSISSIPPI

County of Oktibbeha

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, sell, convey and warrant unto the City of Starkville for public improvements, grading, sodding, and other construction purposes on Project No. STP-0420-00(027)LPA/109908-701000 a temporary easement through, over, on and across the following described land:

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, US Feet, determined by GPS observation, using a scale factor of 0.999950078898 and a grid to geodetic azimuth angle of (+) 00 degrees 00 minutes 54.019 seconds developed at the approximate center of the project.

Commencing at a found 1" pipe at the Southeast corner of Lot 27 of Block 10 of the University Urban Renewal Area of the City of Starkville, Mississippi having State Plane Coordinates Northing: 1439059.205' and Easting: 992718.469'; thence South 82 degrees 52 minutes 40 seconds West a distance of 30.75 feet to the East right of way of Spring Street; thence, along said East right of way, South 00 degrees 01 minute 46 seconds West a distance of 55.78 feet to a point having State Plane Coordinates Northing: 1438999.616' and Easting: 992687.929', said point being the Point of Beginning of the herein described easement; thence along said East right of way South 00 degrees 01 minute 46 seconds West a distance of 41.13 feet; thence leaving said East right of way, North 88 degrees 00 minutes 09 seconds East a distance of 9.19 feet; thence North 01 degree 59 minutes 51 seconds West a distance of 41.11 feet; thence South 88 degrees 00 minutes 09 seconds West a distance of 7.73 feet to the Point of Beginning, containing 0.008 acres (348 sq. ft.), more or less, and lying in University Club Condominiums, City of Starkville, Mississippi.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above-described land only so long as is necessary to complete the construction of said Project No. in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above-described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 1

The grantor herein further warrants that the above described property is no part of its homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed sidewalk, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the _____ day of _____, A.D. 2026.

Signature: _____
University Club Condominium Association
By: Larry S. Tabor, President

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 1

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for said county and state, on this, _____ day of _____, 2026, within my jurisdiction, the within-named **Larry S. Tabor**, who acknowledged that he is **President** of **University Club Condominium Association**, a Mississippi non-profit association, and that in said capacity, and that for and on behalf of said association, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

_____ (NOTARY PUBLIC)

My commission expires: _____

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 1

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Sammie James Minor

Parcel No: 2

Project No: LPA/109908-701000 Spring Street Connector North

County: Oktibbeha

Under the authority conveyed to me by the City of Starkville, Mississippi, and based on the approved waiver valuation for the above-named property, which is inclusive of all compensable interests, I, *Lynn Spruill, Mayor*, do hereby establish the City of Starkville, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$500.00**.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Waiver Valuation

Parcel No.	<u>2</u>	Project No.	<u>109908/701000</u>
County	<u>Oktibbeha</u>		
Owner(s):	<u>Sammie James Minor</u>	Address:	<u>625 Spruill Place</u>
Phone:	<u>(662) 418-5043</u>		<u>Starkville, MS 39759</u>

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: "...the acquiring...agency...may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars, (\$10,000), or less....".

Federal regulation at 49 CFR 24.102 provides: "... (2) An appraisal is not required if:....(ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.....(A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation."

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: "...Waiver valuations are not appraisals as defined by the Uniform Act and these regulations" [42 U.S.C §4601, et seq., and 49 CFR Part 24]; "therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule....". Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary and Allocation of Compensation for All interests: (All interests, Q interest, Easements, Warranty, etc.)				
Parcel No.	Land	Improvements	Damages	Total
2	\$500.00	\$0.00	\$0.00	\$500.00

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and no personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property

Preparer of Valuation
(signature)

Austin M. Dye

Date: 06/25/2026

(print name & title)

Austin Dye – ROW Acquisition Agent

Special Notice to Acquisition Agents:

Project: 109908/701000

Parcel: 2

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated "Establishment of Just Compensation Offer" form.

Basis of Valuation

Date of Inspection: 06-18-2026

Size and Description of Total Ownership BEFORE and AFTER:

BEFORE – 0.40 acres

AFTER – 0.40 acres

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership):

N/A

Description of Acquisition(s) including: type (Q, T, W,), existing use, size, features:

92 square feet being acquired via Temporary Easement. The property is improved with a residential building and fronts Spruill Place on the north side and Spring Street on the west side of the property. The topography is level to gently sloping. The temporary easement acquisition area is along Spring Street and is triangular in shape. There are no improvements in the area of acquisition and no damages are assigned to the remaining property.

Sales Data Utilized for Valuation Process:

Sales data was obtained from the Multiple Listing Service by a licensed real estate agent and provided to the acquisition agent. All sales occurred in 2024. Sales ranged from \$5.91 per square foot to \$7.49 per square foot and lot sizes ranged from 0.22 acres to 0.34 acres. A unit value of \$7.00 per square foot is being used as the basis of this waiver valuation, which is at the upper end of the sales range.

Compensation Calculations (show all calculations)	
Temporary Easement 2 92 square feet X \$7.00/s.f. X 5% X 4.55 PVF = \$147.00 Rounded to \$500.00 minimum payment per MDOT policy	\$500.00
Total Compensation	\$500.00

View of Temporary Easement from South Looking North

Project: 109908/701000

Parcel: 2



View of Entire Parcel

Project: 109908/701000

Parcel: 2

Form Date December 1, 2007

Page 3 of 4



View of Temporary Easement Area

Project: 109908/701000

Parcel: 2

Form Date December 1, 2007

Page 4 of 4

Starkville, MS Comparable Sales

Address	Sold Price	Total Acreage	Total SqFt.	Sold Price Price Sqft	Zoning	Sale Year
14 Talamore Lane (Lot 314)	\$75,000	0.23	10,019	\$7.49	R-1	2024
108 Huxley Drive (Lot 320)	\$67,500	0.22	9,583	\$7.04	R-1	2024
31 Huxley Drive (Lot 347)	\$87,500	0.34	14,810	\$5.91	R-1	2024
63 Huxley Drive (Lot 349)	\$87,500	0.34	14,810	\$5.91	R-1	2024

✓
25

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

W A R R A N T Y D E E D

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, SAUL MINOR, Grantor, do hereby convey and warrant unto SAMMIE JAMES MINOR, Grantee, the following described property situated in the County of Oktibbeha, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 27, Block 10, University Urban Renewal Area Plat as recorded in Chancery Clerk's Office of Oktibbeha County, 17th day of December 1971, Plat Book II, pages 39-45.

The above described property is subject to all existing easements and/or rights of way for utilities and/or streets, whether the same appear of record or not.

The above described property is also conveyed subject to those certain restrictive covenants imposed on said property recorded in that instrument recorded in Book 505, at page 585, in the Office of the Chancery Clerk of Oktibbeha County, Mississippi, reference to which is here made.

The Grantor herein reserves unto himself a life estate in the above described property.

It is certified and recited by the Grantor herein that Corene Minor is now deceased.

WITNESS my signature this the 18th day of August, 1978.


SAUL MINOR

26

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, SAUL MINOR, who acknowledged that he executed and delivered the foregoing instrument on the date mentioned therein and for the purposes expressed therein as his voluntary act and deed.

GIVEN under my hand and official seal on this the 18th day of August, 1978.

Frances Combs
Notary Public



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 18 day of Aug, 1978, at 2:45 o'clock P M. and was duly recorded on the 21 day of Aug, 1978, Book No. 551 Page 25-26 in my office.

Witness my hand and seal of office, this the 21 day of Aug, 1978.

By Jimmie Lawson D.C.
JIM CRAIG, CLERK



Property Link OKTIBBEHA COUNTY, MS

Current Date 6/18/2026

Tax Year 2025

Records Last Updated 6/17/2026

PROPERTY DETAIL

OWNER MINOR SAUL LIFE ESTATE **ACRES : **NA****
625 SPRUELL PLACE **LAND VALUE : 28000**
IMPROVEMENTS : 85680
STARKVILLE MS 39759 **TOTAL VALUE: 113680**
ASSESSED : 17052

PARCEL 101D-00-334.00

ADDRESS 625 SPRUELL PLACE

TAX INFORMATION

YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	939.74	939.74	0.00
CITY	579.77	579.77	0.00
SCHOOL	1130.72	1130.72	0.00
TOTAL	2650.23	2650.23	0.00

LAST PAYMENT DATE 2 / 9 / 2026

MISCELLANEOUS INFORMATION

EXEMPT CODE **LEGAL** LOT 27 BLK 10 URBAN RENEWAL
HOMESTEAD CODE None SUB
TAX DISTRICT 5110 MAP 101D DB/PG 551/25
PPIN 008881
SECTION 02
TOWNSHIP 18N
RANGE 14E

Book **Page**

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

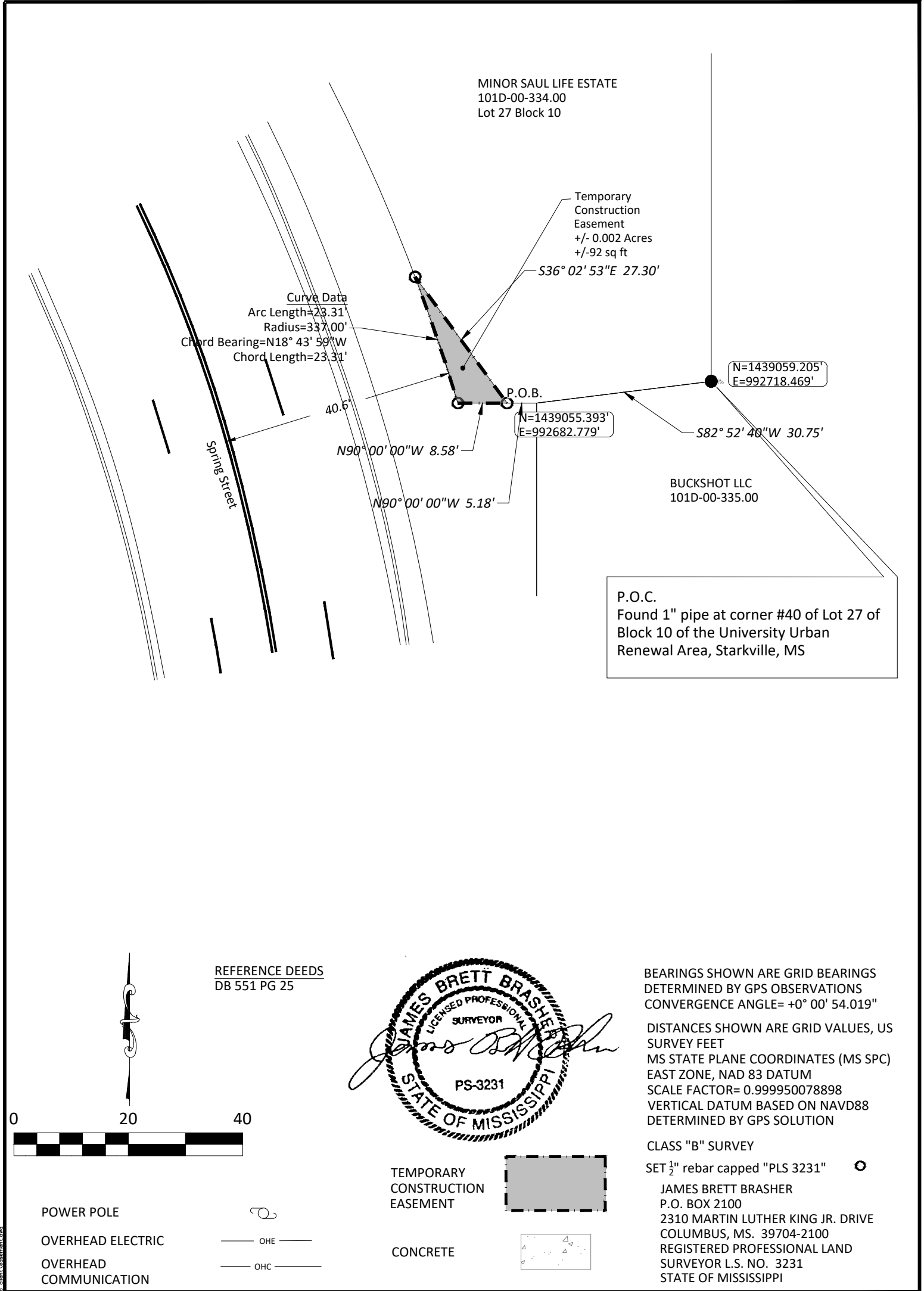
Year **Sold To** **Redeemed Date/By**
NO TAX SALES FOUND

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TEMPORARY CONSTRUCTION EASEMENT LOT 27, BLOCK 10 UNIVERSITY URBAN RENEWAL AREA, CITY OF STARKVILLE, MS		
Date of Plat: 06-11-2026 rev1	Scale: 1" = 20'	Sta. 18+37 rt.
Date of Field Survey: 9-18-2025		
NEEL-SCHAFER Solutions you can build upon P.O. Box 2100 / 39704 2310 Martin Luther King Jr. Drive Columbus, MS 39705 PH: (662)328-4547 / FAX: (662)328-8552		

Grantee and return to:	Grantor Address:
The City of Starkville, Mississippi	Sammie James Minor
110 West Main Street	509 Spring Street
Starkville, MS 39759	Starkville, MS 39759
Phone: (662) 325-2525	Phone: (662) 418-5043

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

Lot 12 of Block 10, University Urban Renewal Area, City of Starkville, Mississippi

Initial _____, _____, _____

Spring Street Connector North
 STP-0420-00(027)LPA/109908-701000
 Parcel No. 2

THE STATE OF MISSISSIPPI

County of Oktibbeha

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, sell, convey and warrant unto the City of Starkville for public improvements, grading, sodding, and other construction purposes on Project No. STP-0420-00(027)LPA/109908-701000 a temporary easement through, over, on and across the following described land:

The following description is based on the Mississippi State Plane Coordinate System, East Zone NAD 83, grid values, US feet, determined by GPS observation, using a scale factor of 0.999950078898 and a grid to geodetic azimuth angle of +0° 00' 54.019" developed at the approximate center of the following described parcel.

Commencing at a found 1" pipe at corner #40 of Lot 27 of Block 10 of the University Urban Renewal Area, Starkville, MS with State Plane Coordinates Northing: 1439059.205' and Easting: 992718.469'; thence South 82 degrees 52 minutes 40 seconds West a distance of 30.75 feet to a point on the East right of way of Spring St.; thence along said right of way, North 90 degrees 00 minutes 00 seconds West a distance of 5.18 feet to a set 1/2" rebar, said point being the Point of Beginning of the herein described easement with State Plane Coordinates Northing: 1439055.393' and Easting: 992682.779'; thence along said right of way, North 90 degrees 00 minutes 00 seconds West a distance of 8.58 feet to a set 1/2" rebar; thence along said right of way, along a curve to the left with an arc length of 23.31 feet, a radius of 337.00 feet, a chord bearing of North 18 degrees 43 minutes 59 seconds West and a chord length of 23.31 feet to a set 1/2" rebar; thence leaving said right of way, South 36 degrees 02 minutes 53 seconds East a distance of 27.30 feet to the Point of Beginning, containing 0.002 acres (92 sq. ft.), more or less, and lying in Lot 27 of Block 10 of the University Urban Renewal Area of the City of Starkville, Mississippi.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project No. in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 3

The grantor herein further warrants that the above described property is no part of his homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed sidewalk, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the ____ day of _____ A.D. 2026.

Signature: _____
Sammie James Minor

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 3

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2026, within my jurisdiction, the within named **Sammie James Minor**, who acknowledged that he executed the above and foregoing instrument.

_____ (NOTARY PUBLIC)

My commission expires: _____

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 2

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Jessie Virgil, Etal

Parcel No: 3

Project No: LPA/109908-701000 Spring Street Connector North

County: Oktibbeha

Under the authority conveyed to me by the City of Starkville, Mississippi, and based on the approved waiver valuation for the above-named property, which is inclusive of all compensable interests, I, *Lynn Spruill, Mayor*, do hereby establish the City of Starkville, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$500.00**.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Waiver Valuation

Parcel No.	<u>3</u>	Project No.	<u>109908/701000</u>
County	<u>Oktibbeha</u>		
Owner(s):	<u>Jessie Virgil and Douglas Virgil</u>	Address:	<u>509 Spring Street</u>
Phone:	<u>(662) 323-2225</u>		<u>Starkville, MS 39759</u>

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: "...the acquiring...agency...may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars, (\$10,000), or less....".

Federal regulation at 49 CFR 24.102 provides: "... (2) An appraisal is not required if:....(ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.....(A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation."

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: "...Waiver valuations are not appraisals as defined by the Uniform Act and these regulations" [42 U.S.C §4601, et seq., and 49 CFR Part 24]; "therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule....". Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary and Allocation of Compensation for All interests: (All interests, Q interest, Easements, Warranty, etc.)				
Parcel No.	Land	Improvements	Damages	Total
3	\$500.00	\$0.00	\$0.00	\$500.00

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and no personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property

Preparer of Valuation
(signature)

Austin M. Dye

Date: 06/25/2026

(print name & title)

Austin Dye – ROW Acquisition Agent

Project: 109908/701000

Parcel: 3

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated "Establishment of Just Compensation Offer" form.

Basis of Valuation

Date of Inspection: 06-18-2026

Size and Description of Total Ownership BEFORE and AFTER:

BEFORE – 0.20 acres

AFTER – 0.20 acres

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership):

N/A

Description of Acquisition(s) including: type (Q, T, W,), existing use, size, features:

197 square feet being acquired via Temporary Easement. The property is improved with a residential building and fronts Spring Street on the west side of the property. The topography is level to gently sloping. The temporary easement acquisition area is along and perpendicular to Spring Street and is rectangular in shape. Improvements in the area of acquisition consist of a concrete drive being replaced as part of the project. There are no damages assigned to the remaining property.

Sales Data Utilized for Valuation Process:

Sales data was obtained from the Multiple Listing Service by a licensed real estate agent and provided to the acquisition agent. All sales occurred in 2024. Sales ranged from \$5.91 per square foot to \$7.49 per square foot and lot sizes ranged from 0.22 acres to 0.34 acres. A unit value of \$7.00 per square foot is being used as the basis of this waiver valuation, which is at the upper end of the sales range.

Compensation Calculations (show all calculations)	
Temporary Easement 3 197 square feet X \$7.00/s.f. X 5% X 4.55 PVF = \$314.00 Rounded to \$500.00 minimum payment per MDOT policy	\$500.00
Total Compensation	\$500.00

Project: 109908/701000

Parcel: 3



View of Entire Parcel

Project: 109908/701000

Parcel: 3

Form Date December 1, 2007

Page 3 of 4



View of Temporary Easement Area

Project: 109908/701000

Parcel: 3

Form Date December 1, 2007

Page 4 of 4

Starkville, MS Comparable Sales

Address	Sold Price	Total Acreage	Total SqFt.	Sold Price Price Sqft	Zoning	Sale Year
14 Talamore Lane (Lot 314)	\$75,000	0.23	10,019	\$7.49	R-1	2024
108 Huxley Drive (Lot 320)	\$67,500	0.22	9,583	\$7.04	R-1	2024
31 Huxley Drive (Lot 347)	\$87,500	0.34	14,810	\$5.91	R-1	2024
63 Huxley Drive (Lot 349)	\$87,500	0.34	14,810	\$5.91	R-1	2024

State of Mississippi
Oktibbeha County, Ms

RELEASE FROM DELINQUENT TAX SALE

PPIN 15711 Yr 2023 Entry Parcel No 101D-00-307.00
In Consideration of 2,234.26 Dollars received from DOUGLAS VIRGIL
2564 16TH SECTION RD STARKVILLE MS 39759
, the amount necessary to redeem the following described property:
Description of Property Section 02 Township 18N Range 14E Acres
LOT 12 BLK 10 URBAN RENEWAL MAP 101D DB/PG 531/368 WILL

Judicial District

NUMBER



Book:2025 Page:9600

Deed

RCD: 12/15/2025 @ 10:11:39 AM

Oktibbeha County, MS

Sharon Livingston, Chancery Clerk

assessed to VIRGEL JESSIE ETAL and sold to LONG LAND INVESTMENTS INC
at Delinquent Tax Sale on 08/26/2024, for taxes thereon for the year 2023 the said land is hereby released from all claim
or title of state or purchaser under said tax sale, in accordance with Section 27-45-3, Mississippi Code of 1972 (as amended).

STATEMENT OF AMOUNT NECESSARY TO REDEEM

Tax Receipt Number

I. DELINQUENT TAX AND FEES DUE INDIVIDUAL OR STATE PURCHASER:

	County	City	School
1. Amount of 2023 delinquent tax (Section 27-45-3)	551.26	320.03	65
2. Interest on delinquent tax (Section 27-41-9)	19.29	11.20	2
3. Publishers fee (per publication) (Section 25-7-21(3))	3.00		
4. Subtotal lines 1, 2, and 3			1,58
5. Purchasers interest on line 4 at 1 (or 1.5 for sales after March 27, 1995) per month since sale date. (17 months x 1.5 x line 4) (Section 27-45-3)	404.88		
6. Damages (only for sales prior to July 1, 1994) 5 on delinquent tax (5 line 1) (Section 27-45-3)			
7. TOTAL AMOUNT DUE TO PURCHASER (lines 4,5, and 6)			1,992

II. DAMAGES, FEES AND ACCRUED TAXES DUE TO COUNTY:

	County	City	School
8. Damages (only for sales from July 1, 1994) 5 on delinquent tax (5 line 1) (Section 27-45-1)	27.56	16.00	3
9. County actual postage fee (Section 27-43-3)			
10. Publishers actual fee (if paid by county) (Section 25-7-21)			
11. Accrued Taxes for year (Section 27-45-3)			
12. Interest on accrued taxes for year (Section 27-45-3) 1.5 x months			
13. Accrued Taxes for year (Section 27-45-3)			
14. Interest on accrued taxes for year (Section 27-45-3) 1.5 x months			
Costs incident to the sale (27-45-3)	20.00		
15. TOTAL AMOUNT DUE TO COUNTY (Lines 8 through 14)			96

III. FEES DUE TO COUNTY OFFICIALS

Sheriff's Fees:

16. 1st Notice (Section 27-43-3)	
17. 2nd Notice (Section 27-43-3)	
18. TOTAL AMOUNT DUE TO SHERIFF (Lines 16 and 17)	

Chancery Clerk's Fees:

19. Identify record owners (Section 27-43-3)	\$50.00	50.00	
20. Recording list, each subdivision lot (Section 25-7-21 (4) (a))	\$1.00	1.00	
21. Issue 1st sheriff's notice (Section 27-43-3)	\$2.00		
22. Mail 1st owner's notice (Section 27-43-3)	\$1.00		
23. Issue 2nd sheriff's notice (Section 27-43-3)	\$5.00		
24. Mail 2nd owner's notice (Section 27-43-3)	\$2.50		
25. Issue each lienor notice (Section 27-43-11)	\$7.00		
26. Publishers actual fee, if paid by clerk (Section 27-43-3)			
27. Recording each redemption (Section 25-7-21 (4) (d))	\$25.00	25.00	
28. Abstracting each subdivision lot (Section 25-7-21 (4) (e))	\$1.00	1.00	
29. Certify amount to redeem (Section 25-7-9 (1) (a))	\$1.00	1.00	
30. Certify release from sale (Section 25-7-9 (1) (a))	\$1.00	1.00	
31. Subtotal Lines 19 through 30, 36			80.00
32. Calculation subtotal lines 7, 15, 18, and 31	2,169.18		
33. Redemption fee 3% x line 32 (Section 25-7-21 (4) (f))			65.08
34. TOTAL AMOUNT DUE TO CHANCERY CLERK (Lines 31 and 33)			145.08
36. Archive		1.00	

IV. AMOUNT TO RECEIVE FROM REDEEMER:

38. GRAND TOTAL (Lines 7, 15, 18, and 34)	2,234.26
---	----------

I certify that the above is a true and correct statement of amount
necessary to redeem said property, on this day of 12/15/2025.

Sharon Livingston Chancery Clerk

CK 935220368

By:

Sharon Livingston

D.C.



RELEASE FROM DELINQUENT TAX SALE

PPIN 15711 Yr 2022 Entry Parcel No 101D-00-307.00

In Consideration of 2,212.03 Dollars received from DOUGLAS VIRGIL

507 SPRING ST STARKVILLE MS 39759

, the amount necessary to redeem the following described property:

Description of Property Section 02 Township 18N Range 14E Acres

LOT 12 BLK 10 URBAN RENEWAL MAP 101D DB/PG 531/368 WILL

Judicial District

NUMBER



Book:2024 Page:8889

Deed

RCD: 12/16/2024 @ 10:15:59 AM

Oktibbeha County, MS

Sharon Livingston, Chancery Clerk

assessed to VIRGEL JESSIE ETAL and sold to GANESHA TAX INVESTMENTS LLC
at Delinquent Tax Sale on 08/28/2023, for taxes thereon for the year 2022 the said land is hereby released from all claim
or title of state or purchaser under said tax sale, in accordance with Section 27-45-3, Mississippi Code of 1972 (as amended).

STATEMENT OF AMOUNT NECESSARY TO REDEEM

Tax Receipt Number

I. DELINQUENT TAX AND FEES DUE INDIVIDUAL OR STATE PURCHASER:

	County	City	School
1. Amount of 2022 delinquent tax (Section 27-45-3)	551.16	301.33	666
2. Interest on delinquent tax (Section 27-41-9)	19.29	10.55	2
3. Publishers fee (per publication) (Section 25-7-21(3))	3.00		
4. Subtotal lines 1, 2, and 3			1,568
5. Purchasers interest on line 4 at 1 (or 1.5 for sales after March 27, 1995) per month since sale date. (17 months x 1.5 x line 4) (Section 27-45-3)	399.97		
6. Damages (only for sales prior to July 1, 1994) 5 on delinquent tax (5 line 1) (Section 27-45-3)			
7. TOTAL AMOUNT DUE TO PURCHASER (lines 4,5, and 6)			1,968

II. DAMAGES, FEES AND ACCRUED TAXES DUE TO COUNTY:

	County	City	School
8. Damages (only for sales from July 1, 1994) 5 on delinquent tax (5 line 1) (Section 27-45-1)	27.56	15.07	3
9. County actual postage fee (Section 27-43-3)			
10. Publishers actual fee (if paid by county) (Section 25-7-21)	3.50		
11. Accrued Taxes for year (Section 27-45-3)			
12. Interest on accrued taxes for year (Section 27-45-3) 1.5 x months			
13. Accrued Taxes for year (Section 27-45-3)			
14. Interest on accrued taxes for year (Section 27-45-3) 1.5 x months			
Costs incident to the sale (27-45-3)	20.00		
15. TOTAL AMOUNT DUE TO COUNTY (Lines 8 through 14)			96

III. FEES DUE TO COUNTY OFFICIALS

Sheriff's Fees:

16. 1st Notice (Section 27-43-3)	
17. 2nd Notice (Section 27-43-3)	
18. TOTAL AMOUNT DUE TO SHERIFF (Lines 16 and 17)	

Chancery Clerk's Fees:

19. Identify record owners (Section 27-43-3)	\$50.00	50.00	
20. Recording list, each subdivision lot (Section 25-7-21 (4) (a))	\$1.00	1.00	
21. Issue 1st sheriff's notice (Section 27-43-3)	\$2.00		
22. Mail 1st owner's notice (Section 27-43-3)	\$1.00		
23. Issue 2nd sheriff's notice (Section 27-43-3)	\$5.00		
24. Mail 2nd owner's notice (Section 27-43-3)	\$2.50		
25. Issue each lienor notice (Section 27-43-11)	\$7.00		
26. Publishers actual fee, if paid by clerk (Section 27-43-3)			
27. Recording each redemption (Section 25-7-21 (4) (d))	\$25.00	25.00	
28. Abstracting each subdivision lot (Section 25-7-21 (4) (e))	\$1.00	1.00	
29. Certify amount to redeem (Section 25-7-9 (1) (a))	\$1.00	1.00	
30. Certify release from sale (Section 25-7-9 (1) (a))	\$1.00	1.00	
31. Subtotal Lines 19 through 30, 36			80.00
32. Calculation subtotal lines 7, 15, 18, and 31	2,147.60		
33. Redemption fee 3% x line 32 (Section 25-7-21 (4) (f))			64.43
34. TOTAL AMOUNT DUE TO CHANCERY CLERK (Lines 31 and 33)			144.43
36. Archive		1.00	

IV. AMOUNT TO RECEIVE FROM REDEEMER:

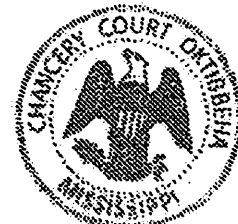
38. GRAND TOTAL (Lines 7, 15, 18, and 34)	2,212.03
---	----------

I certify that the above is a true and correct statement of amount
necessary to redeem said property, on this day of 12/16/2024.

Sharon Livingston Chancery Clerk

CK 431086

Sharon Livingston



Property Link OKTIBBEHA COUNTY, MS

Current Date 6/18/2026

Tax Year 2025
Records Last Updated 6/17/2026

PROPERTY DETAIL

OWNER VIRGEL JESSIE ETAL
507 SPRING ST

STARKVILLE MS 39759

ACRES : **NA**
LAND VALUE : 25000
IMPROVEMENTS : 41670
TOTAL VALUE: 66670
ASSESSED : 10001

PARCEL 101D-00-307.00
ADDRESS 509 SPRING ST

TAX INFORMATION

YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	551.16	0.00	562.18
CITY	340.03	0.00	346.83
SCHOOL	663.17	0.00	676.43
TOTAL	1554.36	0.00	1585.44 2.00% Penalty

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL LOT 12 BLK 10 URBAN RENEWAL
HOMESTEAD CODE	None	MAP 101D DB/PG 531/368 WILL
TAX DISTRICT	5110	
PPIN	015711	
SECTION	02	
TOWNSHIP	18N	
RANGE	14E	

Book **Page**

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2024	FIG 20 LLC	NOT REDEEMED
2023	LONG LAND INVESTMENTS INC	12/15/2025 DOUGLAS VIRGIL
2022	GANESHA TAX INVESTMENTS LLC	12/16/2024 DOUGLAS VIRGIL
2021	MONT'S GRADY	12/15/2023 VIRGEL JESSIE ETAL
2020	RUC LLC	12/15/2022 VIRGEL DOUGLAS ETAL
2019	BLACK PRAIRIE PETROLEUM LLC	12/15/2021 VIRGEL DOUGLAS
2018	QUICKSILVER TAX FUNDING LLC	12/15/2020 VIRGEL JESSIE ETAL
2017	BOAZ TAX SALE PROPERTIES LLC	12/16/2019 VIRGEL JESSIE ETAL

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P.O.C.
Set $\frac{1}{2}$ " rebar at the Southwest Corner of
Lot 5 of Block 10 of the University Urban
Renewal Area, Starkville, MS

N=1439592.245'
E=992366.128'

S46° 20' 23"E 177.79

House

VIRGIL JESSIE ETAL
101D-00-308.00
Lot 11

House

VIRGEL JESSIE ETAL
101D-00-307.00
Lot 12

- Temporary Construction Easement
+/- 0.005 Acres
+/-197 sq ft

URBAN RENEWAL
101D-00-306.00
Lot 13

POB

N=1439346.861
E=992437.014'

~~S45° 23' 36"E 20.69'~~

9.62'

— $N45^{\circ}03'00''E$ 9.38

BEARINGS SHOWN ARE GRID BEARINGS
DETERMINED BY GPS OBSERVATIONS
CONVERGENCE ANGLE= +0° 00' 54.019"

DISTANCES SHOWN ARE GRID VALUES, US
SURVEY FEET
MS STATE PLANE COORDINATES (MS SPC)
EAST ZONE, NAD 83 DATUM
SCALE FACTOR= 0.999950078898
VERTICAL DATUM BASED ON NAVD88
DETERMINED BY GPS SOLUTION

CLASS "B" SURVEY

SET $\frac{1}{2}$ " rebar capped "PLS 3231"

JAMES BRETT BRASHER
P.O. BOX 2100
2310 MARTIN LUTHER KING JR. DRIVE
COLUMBUS, MS. 39704-2100
REGISTERED PROFESSIONAL LAND
SURVEYOR L.S. NO. 3231
STATE OF MISSISSIPPI

REFERENCE DEEDS
DB 531 PG 368

POWER POLE

OVERHEAD ELECTRIC

OVERHEAD COMMUNICATION

TEMPORARY CONSTRUCTION EASEMENT

CONCRETE

TEMPORARY CONSTRUCTION EASEMENT
LOT 12, BLOCK 10
UNIVERSITY URBAN RENEWAL AREA, CITY OF
STARKVILLE, MS

Date of Plat: 04-06-2026

Scale: 1" = 30'

Drive #1- Sta. 21+86 rt.

Date of Field Survey: 9-18-2025



P.O. Box 2100 / 39704
2310 Martin Luther King Jr. Drive
Columbus, MS 39705
PH: (662)328-4547 / FAX: (662)328-8552

Grantee and return to:	Grantor Address:
The City of Starkville, Mississippi	Jessie Virgil and Douglas Virgil
110 West Main Street	509 Spring Street
Starkville, MS 39759	Starkville, MS 39759
Phone: (662) 325-2525	Phone: (662) 323-2225

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

Lot 12 of Block 10, University Urban Renewal Area, City of Starkville, Mississippi

Initial _____, _____, _____

Spring Street Connector North
 STP-0420-00(027)LPA/109908-701000
 Parcel No. 3

THE STATE OF MISSISSIPPI

County of Oktibbeha

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, sell, convey and warrant unto the City of Starkville for public improvements, grading, sodding, and other construction purposes on Project No. STP-0420-00(027)LPA/109908-701000 a temporary easement through, over, on and across the following described land:

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, US Feet, determined by GPS observation, using a scale factor of 0.999950078898 and a grid to geodetic azimuth angle of (+) 00 degrees 00 minutes 54.019 seconds developed at the approximate center of the project.

Commencing at a set ½” rebar at the Southwest corner of Lot 5 of Block 10 of the University Urban Renewal Area of the City of Starkville, Mississippi having State Plane Coordinates Northing: 1439592.245’ and Easting: 992366.128’; thence South 46 degrees 20 minutes 23 seconds East a distance of 177.79 feet; thence South 43 degrees 14 minutes 32 seconds West a distance of 127.89 feet to a point on the East right of way of Spring Street; thence along said East right of way, South 45 degrees 23 minutes 36 seconds East a distance of 41.98 feet to a point having State Plane Coordinates Northing: 1439346.861’ and Easting: 992437.014’, said point being the Point of Beginning of the herein described easement; thence along said East right of way South 45 degrees 23 minute 36 seconds East a distance of 20.69 feet; thence leaving said East right of way, North 45 degrees 03 minutes 00 seconds East a distance of 9.38 feet; thence North 44 degree 44 minutes 22 seconds West a distance of 20.71 feet; thence South 44 degrees 56 minutes 10 seconds West a distance of 9.62 feet to the Point of Beginning, containing 0.005 acres (197 sq. ft.), more or less, and lying in Lot 12 of Block 10 of the University Urban Renewal Area of the City of Starkville, Mississippi.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project No. in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 3

The grantor herein further warrants that the above described property is no part of their homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed sidewalk, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures this the ____ day of _____ A.D. 2026.

Signature: _____
Jessie Virgil

Signature: _____
Douglas Virgil

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 3

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2026, within my jurisdiction, the within named **Jessie Virgil and Douglas Virgil**, who acknowledged that they executed the above and foregoing instrument.

_____(NOTARY PUBLIC)

My commission expires: _____

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 3

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Yolanda H. Walker

Parcel No: 4

Project No: LPA/109908-701000 Spring Street Connector North

County: Oktibbeha

Under the authority conveyed to me by the City of Starkville, Mississippi, and based on the approved waiver valuation for the above-named property, which is inclusive of all compensable interests, I, *Lynn Spruill, Mayor*, do hereby establish the City of Starkville, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$500.00**.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Waiver Valuation

Parcel No.	<u>4</u>	Project No.	<u>109908/701000</u>
County	<u>Oktibbeha</u>		
Owner(s):	<u>Yolanda H. Walker</u>	Address:	<u>505 Spring Street</u>
Phone:	<u></u>		<u>Starkville, MS 39759</u>

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: "...the acquiring...agency...may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars, (\$10,000), or less....".

Federal regulation at 49 CFR 24.102 provides: "... (2) An appraisal is not required if:....(ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.....(A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation."

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: "...Waiver valuations are not appraisals as defined by the Uniform Act and these regulations" [42 U.S.C §4601, et seq., and 49 CFR Part 24]; "therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule....". Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary and Allocation of Compensation for All interests: (All interests, Q interest, Easements, Warranty, etc.)				
Parcel No.	Land	Improvements	Damages	Total
4	\$500.00	\$0.00	\$0.00	\$500.00

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and no personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property

Preparer of Valuation
(signature)

Austin M. Dye

Date: 06/25/2026

(print name & title)

Austin Dye – ROW Acquisition Agent

Project: 109908/701000

Parcel: 4

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated "Establishment of Just Compensation Offer" form.

Basis of Valuation

Date of Inspection: 06-18-2026

Size and Description of Total Ownership BEFORE and AFTER:

BEFORE – 0.20 acres

AFTER – 0.20 acres

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership):

N/A

Description of Acquisition(s) including: type (Q, T, W,), existing use, size, features:

267 square feet being acquired via Temporary Easement. The property is improved with a residential building and fronts Spring Street on the west side of the property. The topography is level to gently sloping. The temporary easement acquisition area is along and perpendicular to Spring Street and is rectangular in shape. Improvements in the area of acquisition consist of a concrete drive being replaced as part of the project. There are no damages assigned to the remaining property.

Sales Data Utilized for Valuation Process:

Sales data was obtained from the Multiple Listing Service by a licensed real estate agent and provided to the acquisition agent. All sales occurred in 2024. Sales ranged from \$5.91 per square foot to \$7.49 per square foot and lot sizes ranged from 0.22 acres to 0.34 acres. A unit value of \$7.00 per square foot is being used as the basis of this waiver valuation, which is at the upper end of the sales range.

Compensation Calculations (show all calculations)	
Temporary Easement 4 267 square feet X \$7.00/s.f. X 5% X 4.55 PVF = \$425.00 Rounded to \$500.00 minimum payment per MDOT policy	\$500.00
Total Compensation	\$500.00

Project: 109908/701000

Parcel: 4



View of Entire Parcel

Project: 109908/701000

Parcel: 4

Form Date December 1, 2007

Page 3 of 4



View of Temporary Easement Area

Project: 109908/701000

Parcel: 4

Form Date December 1, 2007

Page 4 of 4

Starkville, MS Comparable Sales

Address	Sold Price	Total Acreage	Total SqFt.	Sold Price Price Sqft	Zoning	Sale Year
14 Talamore Lane (Lot 314)	\$75,000	0.23	10,019	\$7.49	R-1	2024
108 Huxley Drive (Lot 320)	\$67,500	0.22	9,583	\$7.04	R-1	2024
31 Huxley Drive (Lot 347)	\$87,500	0.34	14,810	\$5.91	R-1	2024
63 Huxley Drive (Lot 349)	\$87,500	0.34	14,810	\$5.91	R-1	2024

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

WARRANTY DEED
WITH RESERVATION
OF LIFE ESTATE

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, DORETHA HAMMOND, Grantor, do hereby convey, release, and warrant unto YOLANDA H. WALKER, Grantee, the following described property situated in the County of Oktibbeha, State of Mississippi, and being more particularly described as follows, to-wit:

Block 10 - Lot 10 University Urban Renewal Area Plat as recorded in Chancery Clerk's Office of Oktibbeha County, Mississippi, in Plat Book 2, Pages 39-45 on December 17, 1971.

The above described property is conveyed subject to all prior mineral reservations, if any, and also subject to easements for public utilities and rights of way for public roadways, whether the same appear of record or not, if any.

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.

This conveyance is subject to those building restrictions and protective covenants recorded in Book 463 at page 429 on file in the office of the Chancery Clerk of Oktibbeha County, Mississippi, and which are incorporated herein by this reference.

Grantor reserves a life estate unto herself in and to the above described real property.

WITNESS MY SIGNATURE this the 13 day of March, 2001.


DORETHA HAMMOND

Grantor's Address
PO Box 655
Starkville, MS 39760
(662) 320-4501

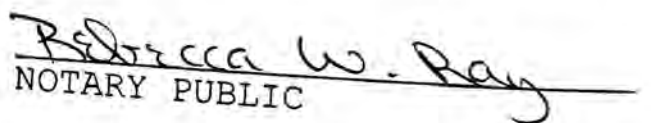
Grantee's Address
PO Box 655
Starkville, MS 39760
(662) 320-4501

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named DORETHA HAMMOND, who being by me first duly sworn, states on oath and acknowledges that she signed and delivered the foregoing Warranty Deed as her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 13 day of March, 2001.

My Commission Expires:


NOTARY PUBLIC

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 13, 2001
BONDED THRU STEGALL NOTARY SERVICE

This document prepared by:
Moore Law Office
108 S. Lafayette
Post Office Box 924
Starkville, MS 39759
(662) 323-7740
MS Bar #3450



Indexing Instructions:
Block 10 - Lot 10, University Urban

OKTIBBEHA COUNTY, MS
FILED FOR RECORD

BOOK 1056 page 681-682

101998

Area Plat City of
CHANCERY CLERK
BY Shillie McElroy, D.C.
01 MAR 13 PM 1:26



Property Link OKTIBBEHA COUNTY, MS

Current Date 6/18/2026

Tax Year 2025

Records Last Updated 6/17/2026

PROPERTY DETAIL

OWNER WALKER YOLANDA H **ACRES : **NA****
505 SPRING ST **LAND VALUE : 25000**
IMPROVEMENTS : 41890
STARKVILLE MS 39759 **TOTAL VALUE: 66890**
ASSESSED : 6689

PARCEL 101D-00-309.00
ADDRESS 505 SPRING ST

TAX INFORMATION

YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	0.00	0.00	0.00
CITY	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	LOT 10 BLK 10 URBAN RENEWAL
HOMESTEAD CODE DIS	981/75	1041/639 1056/681
TAX DISTRICT 5110	MAP 101D DB/PG	521/592 816/504
PPIN 014500	B 1056 P 681	03/13/2001
SECTION 02		
TOWNSHIP 18N		
RANGE 14E		

Book 1056 **Page** 681

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

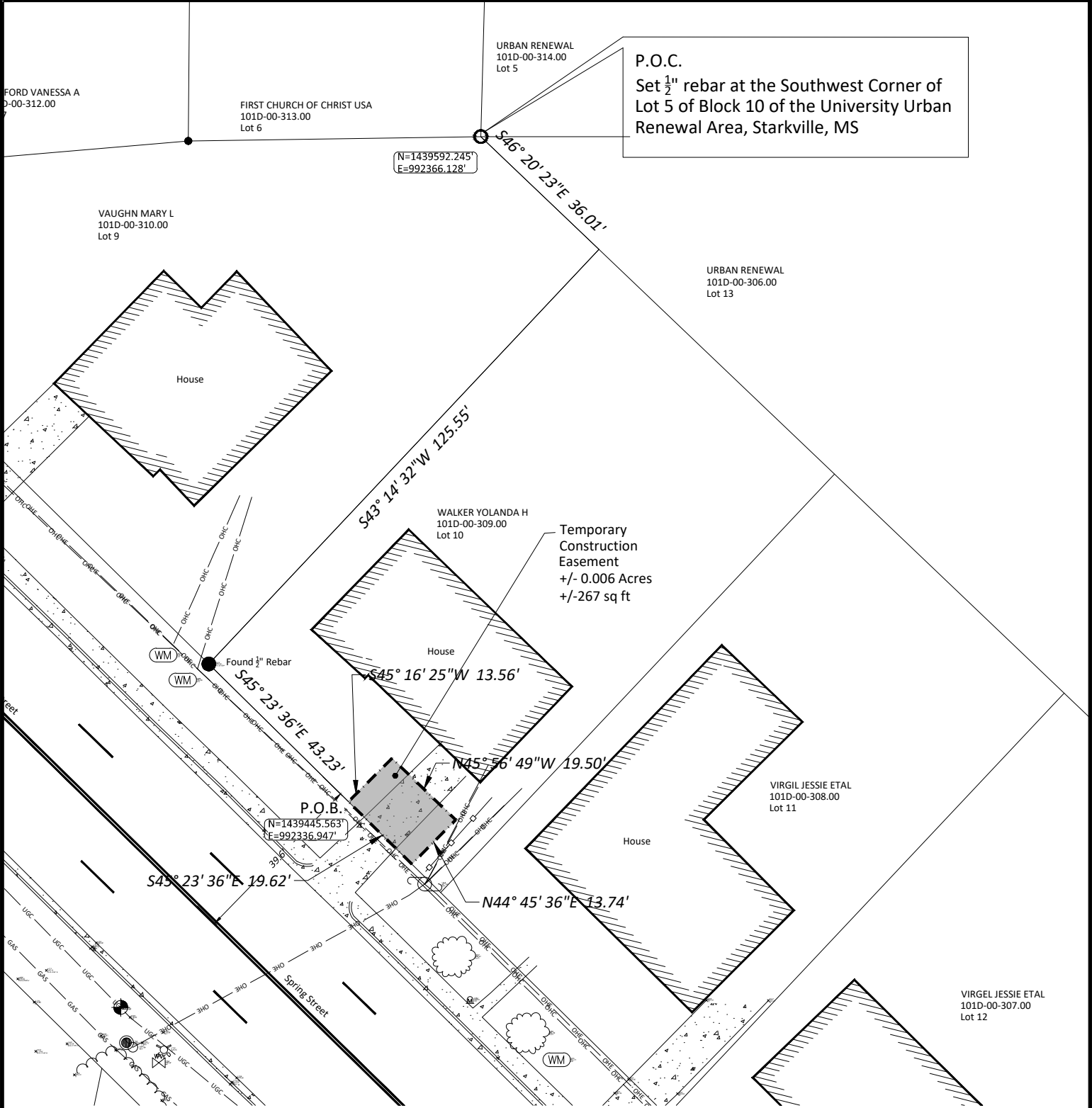
<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

Back

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)



BEARINGS SHOWN ARE GRID BEARINGS
DETERMINED BY GPS OBSERVATIONS
CONVERGENCE ANGLE= +0° 00' 54.019"

DISTANCES SHOWN ARE GRID VALUES, US
SURVEY FEET
MS STATE PLANE COORDINATES (MS SPC)
EAST ZONE, NAD 83 DATUM
SCALE FACTOR= 0.999950078898
VERTICAL DATUM BASED ON NAVD88
DETERMINED BY GPS SOLUTION

CLASS "B" SURVEY
SET 1/2" rebar capped "PLS 3231"

JAMES BRETT BRASHER
P.O. BOX 2100
2310 MARTIN LUTHER KING JR. DRIVE
COLUMBUS, MS. 39704-2100
REGISTERED PROFESSIONAL LAND
SURVEYOR L.S. NO. 3231
STATE OF MISSISSIPPI

TEMPORARY CONSTRUCTION EASEMENT
LOT 10, BLOCK 10
UNIVERSITY URBAN RENEWAL AREA, CITY OF
STARKVILLE, MS

Date of Plat: 04-06-2026 Scale: 1" = 30' Drive #3- Sta. 23+49 rt.

Date of Field Survey: 9-18-2025



P.O. Box 2100 / 39704
2310 Martin Luther King Jr. Drive
Columbus, MS 39705
PH: (662)328-4547 / FAX: (662)328-8552

Grantee and return to:	Grantor Address:
The City of Starkville, Mississippi	Yolanda H. Walker
110 West Main Street	P.O. Box 655
Starkville, MS 39759	Starkville, MS 39760
Phone: (662) 325-2525	Phone: 662-320-4501

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

Lot 10 of Block 10, University Urban Renewal Area, City of Starkville, Mississippi

Initial _____, _____, _____

Spring Street Connector North
 STP-0420-00(027)LPA/109908-701000
 Parcel No. 4

THE STATE OF MISSISSIPPI

County of Oktibbeha

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned hereby grant, sell, convey and warrant unto the City of Starkville for public improvements, grading, sodding, and other construction purposes on Project No. STP-0420-00(027)LPA/109908-701000 a temporary easement through, over, on and across the following described land:

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, US Feet, determined by GPS observation, using a scale factor of 0.999950078898 and a grid to geodetic azimuth angle of (+) 00 degrees 00 minutes 54.019 seconds developed at the approximate center of the project.

Commencing at a set ½” rebar at the Southwest corner of Lot 5 of Block 10 of the University Urban Renewal Area of the City of Starkville, Mississippi having State Plane Coordinates Northing: 1439592.245’ and Easting: 992366.128’; thence South 46 degrees 20 minutes 23 seconds East a distance of 36.01 feet; thence South 43 degrees 14 minutes 32 seconds West a distance of 125.55 feet to a point on the East right of way of Spring Street; thence along said East right of way, South 45 degrees 23 minutes 36 seconds East a distance of 43.23 feet to a point having State Plane Coordinates Northing: 1439445.563’ and Easting: 992336.947’, said point being the Point of Beginning of the herein described easement; thence along said East right of way South 45 degrees 23 minute 36 seconds East a distance of 19.62 feet; thence leaving said East right of way, North 44 degrees 45 minutes 36 seconds East a distance of 13.74 feet; thence North 45 degree 56 minutes 49 seconds West a distance of 19.50 feet; thence South 45 degrees 16 minutes 25 seconds West a distance of 13.56 feet to the Point of Beginning, containing 0.006 acres (267 sq. ft.), more or less, and lying in Lot 10 of Block 10 of the University Urban Renewal Area of the City of Starkville, Mississippi.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above-described land only so long as is necessary to complete the construction of said Project No. in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above-described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 4

The grantor herein further warrants that the above-described property is part of her homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed sidewalk, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the ____ day of _____ A.D. 2026.

Signature: _____
Yolanda H. Walker

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 4

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2026, within my jurisdiction, the within named **Yolanda H. Walker**, a single person, who acknowledged that she executed the above and foregoing instrument.

_____ (NOTARY PUBLIC)

My commission expires: _____

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 4

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Mary Lee Vaughn

Parcel No: 5

Project No: LPA/109908-701000 Spring Street Connector North

County: Oktibbeha

Under the authority conveyed to me by the City of Starkville, Mississippi, and based on the approved waiver valuation for the above-named property, which is inclusive of all compensable interests, I, *Lynn Spruill, Mayor*, do hereby establish the City of Starkville, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$840.00**.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Waiver Valuation

Parcel No.	<u>5</u>	Project No.	<u>109908/701000</u>
County	<u>Oktibbeha</u>		
Owner(s):	<u>Mary Lee Vaughn</u>	Address:	<u>503 Spring Street</u>
Phone:	<u></u>		<u>Starkville, MS 39759</u>

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: "...the acquiring...agency...may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars, (\$10,000), or less....".

Federal regulation at 49 CFR 24.102 provides: "... (2) An appraisal is not required if:....(ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.....(A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation."

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: "...Waiver valuations are not appraisals as defined by the Uniform Act and these regulations" [42 U.S.C §4601, et seq., and 49 CFR Part 24]; "therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule....". Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary and Allocation of Compensation for All interests: (All interests, Q interest, Easements, Warranty, etc.)				
Parcel No.	Land	Improvements	Damages	Total
5	\$840.00	\$0.00	\$0.00	\$840.00

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and no personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property

Preparer of Valuation
(signature)

Austin M. Dye

Date: 06/25/2026

(print name & title)

Austin Dye – ROW Acquisition Agent

Project: 109908/701000

Parcel: 5

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated "Establishment of Just Compensation Offer" form.

Basis of Valuation

Date of Inspection: 06-18-2026

Size and Description of Total Ownership BEFORE and AFTER:

BEFORE – 0.26 acres

AFTER – 0.26 acres

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership):

N/A

Description of Acquisition(s) including: type (Q, T, W,), existing use, size, features:

524 square feet being acquired via Temporary Easement. The property is improved with a residential building and fronts Spring Street on the west side of the property. The topography is level to gently sloping. The temporary easement acquisition area is along and perpendicular to Spring Street and is rectangular in shape. Improvements in the area of acquisition consist of a concrete drive being replaced as part of the project. There are no damages assigned to the remaining property.

Sales Data Utilized for Valuation Process:

Sales data was obtained from the Multiple Listing Service by a licensed real estate agent and provided to the acquisition agent. All sales occurred in 2024. Sales ranged from \$5.91 per square foot to \$7.49 per square foot and lot sizes ranged from 0.22 acres to 0.34 acres. A unit value of \$7.00 per square foot is being used as the basis of this waiver valuation, which is at the upper end of the sales range.

Compensation Calculations (show all calculations)	
Temporary Easement 5 524 square feet X \$7.00/s.f. X 5% X 4.55 PVF = \$834.00 Rounded to \$840.00	\$840.00
Total Compensation	\$840.00

Project: 109908/701000

Parcel: 5



View of Entire Parcel

Project: 109908/701000

Parcel: 5

Form Date December 1, 2007

Page 3 of 4



View of Temporary Easement Area

Project: 109908/701000

Parcel: 5

Form Date December 1, 2007

Page 4 of 4

Starkville, MS Comparable Sales

Address	Sold Price	Total Acreage	Total SqFt.	Sold Price Price Sqft	Zoning	Sale Year
14 Talamore Lane (Lot 314)	\$75,000	0.23	10,019	\$7.49	R-1	2024
108 Huxley Drive (Lot 320)	\$67,500	0.22	9,583	\$7.04	R-1	2024
31 Huxley Drive (Lot 347)	\$87,500	0.34	14,810	\$5.91	R-1	2024
63 Huxley Drive (Lot 349)	\$87,500	0.34	14,810	\$5.91	R-1	2024

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, KATIE LEE VAUGHN, of 503 Spring Street, Starkville, Oktibbeha County, Mississippi, 39759, (601) 323-2290, do hereby sell, convey, and warrant unto, MARY LEE VAUGHN, of 503 Spring Street, Starkville, Oktibbeha County, Mississippi, 39759, (601) 323-2290; the certain parcel of land situated in Oktibbeha County, Mississippi, and described as follows, to-wit:

Lot 9-Block 10
University Urban Renewal Area Plat as
recorded in Chancery Clerk's office of
Oktibbeha County, Mississippi, in Plat
Book 2, Pages 39-45, on December 17,
1971.

Dimensions as shown on said plat are
subject to minor corrections on the
filing of a correcting plat of the
University Urban Renewal Area.

This conveyance is subject to the easements and
covenants, dated August 5, 1976, and recorded in Deed Book
463, Page(s) 429-432, in the office of the Clerk of the
Chancery Court of Mississippi, County of Oktibbeha and all
easements and maintenance of utility lines and roadways,
whether of record or not.

WITNESS MY SIGNATURE, this the 7th day of

April, 1988.

Katie Lee Vaughn
KATIE LEE VAUGHN

728

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority of law in and for the aforesaid County and State, KATIE LEE VAUGHN, who acknowledged before me that she executed and delivered the above and foregoing Warranty Deed on the date therein stated.

GIVEN UNDER MY HAND AND SEAL, this the 7th day of April, 1988.



Barbara A. Mitchell
NOTARY PUBLIC

COMMISSION EXPIRES: My Commission Expires Aug. 31, 1991

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 8th day of April, 1988, at 10:44 o'clock P.M. and was duly recorded on the 11 day of April, 1988, Book No. 704 Page 727-728 in my office.

Witness my hand and seal of office, this the 11 day of April, 1988

JIM CRAIG, CLERK
By James Slawson D.C.



Property Link OKTIBBEHA COUNTY, MS

Current Date 6/18/2026

Tax Year 2025

Records Last Updated 6/17/2026

PROPERTY DETAIL

OWNER VAUGHN MARY L **ACRES : **NA****
P O BOX 1342 **LAND VALUE : 25000**
IMPROVEMENTS : 49550
MISS STATE MS 39762 **TOTAL VALUE: 74550**
ASSESSED : 7659

PARCEL 101D-00-310.00

ADDRESS 503 SPRING ST

TAX INFORMATION

YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	272.09	272.09	0.00
CITY	260.41	260.41	0.00
SCHOOL	357.87	357.87	0.00
PENALTY & OTHER	8.90	8.90	0.00
TOTAL	899.27	899.27	0.00

LAST PAYMENT DATE 4 / 24 / 2026

MISCELLANEOUS INFORMATION

EXEMPT CODE **LEGAL** LOT 9 BLK 10 URBAN RENEWAL
HOMESTEAD CODE REG MAP 101D DB/PG 524/405 704/727
TAX DISTRICT 5110
PPIN 014339
SECTION 02
TOWNSHIP 18N
RANGE 14E

Book **Page**

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

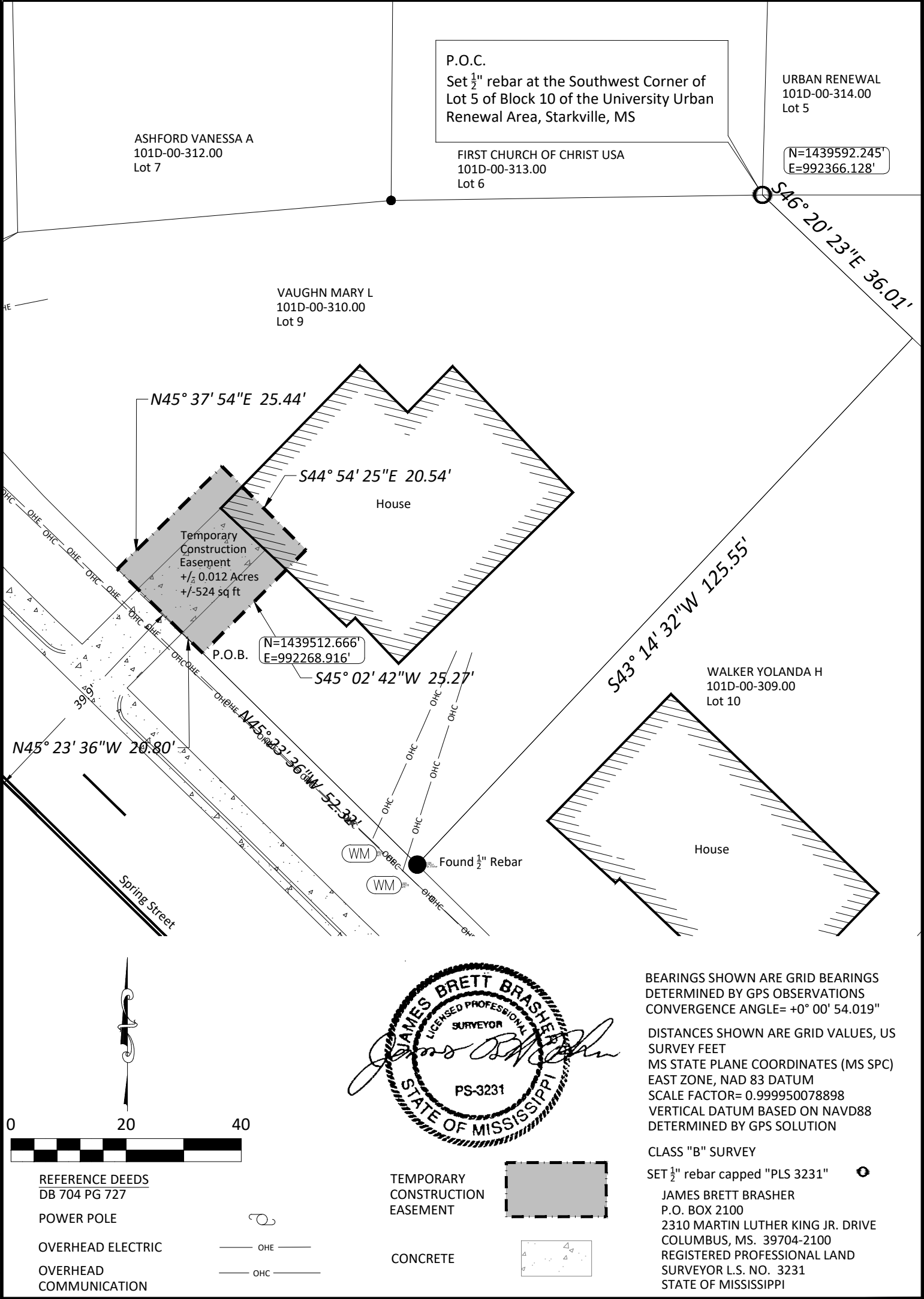
<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

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TEMPORARY CONSTRUCTION EASEMENT
LOT 9, BLOCK 10
UNIVERSITY URBAN RENEWAL AREA, CITY OF
STARKVILLE, MS

Date of Plat: 04-06-2026 Scale: 1" = 20' Drive #4- Sta. 24+65 rt.

Date of Field Survey: 9-18-2025



P.O. Box 2100 / 39704
2310 Martin Luther King Jr. Drive
Columbus, MS 39705
PH: (662)328-4547 / FAX: (662)328-8552

Grantee and return to:	Grantor Address:
The City of Starkville, Mississippi	Mary Lee Vaughn
110 West Main Street	503 Spring Street
Starkville, MS 39759	Starkville, MS 39759
Phone: (662) 323-2525	Phone: 601-323-2290

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

Lot 9 of Block 10, University Urban Renewal Area, City of Starkville, Mississippi

Initial _____, _____, _____

Spring Street Connector North
 STP-0420-00(027)LPA/109908-701000
 Parcel No. 5

THE STATE OF MISSISSIPPI

County of Oktibbeha

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, sell, convey and warrant unto the City of Starkville for public improvements, grading, sodding, and other construction purposes on Project No. STP-0420-00(027)LPA/109908-701000 a temporary easement through, over, on and across the following described land:

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, US Feet, determined by GPS observation, using a scale factor of 0.999950078898 and a grid to geodetic azimuth angle of (+) 00 degrees 00 minutes 54.019 seconds developed at the approximate center of the project.

Commencing at a set ½” rebar at the Southwest corner of Lot 5 of Block 10 of the University Urban Renewal Area of the City of Starkville, Mississippi having State Plane Coordinates Northing: 1439592.245’ and Easting: 992366.128’; thence South 46 degrees 20 minutes 23 seconds East a distance of 36.01 feet; thence South 43 degrees 14 minutes 32 seconds West a distance of 125.55 feet to a point on the East right of way of Spring Street; thence along said East right of way, North 45 degrees 23 minutes 36 seconds West a distance of 52.32 feet to a point having State Plane Coordinates Northing: 1439512.666’ and Easting: 992268.916’, said point being the Point of Beginning of the herein described easement; thence along said East right of way North 45 degrees 23 minute 36 seconds West a distance of 20.80 feet; thence leaving said East right of way, North 45 degrees 37 minutes 54 seconds East a distance of 25.44 feet; thence South 44 degree 54 minutes 25 seconds East a distance of 20.54 feet; thence South 45 degrees 02 minutes 42 seconds West a distance of 25.27 feet to the Point of Beginning, containing 0.012 acres (524 sq. ft.), more or less, and lying in Lot 9 of Block 10 of the University Urban Renewal Area of the City of Starkville, Mississippi.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above-described land only so long as is necessary to complete the construction of said Project No. in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above-described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 5

The grantor herein further warrants that the above described property is part of her homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed sidewalk, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the ____ day of _____ A.D. 2026.

Signature: _____
Mary Lee Vaughn

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 5

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2026, within my jurisdiction, the within named **Mary Lee Vaughn**, a single person, who acknowledged that she executed the above and foregoing instrument.

_____ (NOTARY PUBLIC)

My commission expires: _____

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 5

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Dorothy P. Guyton Family Trust – Mark Edward Guyton, Trustee

Parcel No: 6

Project No: LPA/109908-701000 Spring Street Connector North

County: Oktibbeha

Under the authority conveyed to me by the City of Starkville, Mississippi, and based on the approved waiver valuation for the above-named property, which is inclusive of all compensable interests, I, *Lynn Spruill, Mayor*, do hereby establish the City of Starkville, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **\$7,330.00**.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Waiver Valuation

Parcel No.	<u>6</u>	Project No.	<u>109908/701000</u>
County	<u>Oktibbeha</u>		
Owner(s):	<u>Dorothy P. Guyton Family Trust</u> <u>Mark Edward Guyton, Trustee</u>	Address:	<u>302 Spring Street</u>
Phone:	<u>(662) 323-9767</u>		<u>Starkville, MS 39759</u>

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: "...the acquiring...agency...may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars, (\$10,000), or less....".

Federal regulation at 49 CFR 24.102 provides: "... (2) An appraisal is not required if:....(ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.....(A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation."

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: "...Waiver valuations are not appraisals as defined by the Uniform Act and these regulations" [42 U.S.C §4601, et seq., and 49 CFR Part 24]; "therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule....". Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary and Allocation of Compensation for All interests: (All interests, Q interest, Easements, Warranty, etc.)				
Parcel No.	Land	Improvements	Damages	Total
6	\$1,210.00	\$6,120.00	\$0.00	\$7,330.00

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and no personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property

Preparer of Valuation
(signature)

Austin M. Dye

Date: 06/25/2026

(print name & title)

Austin Dye – ROW Acquisition Agent

Project: 109908/701000

Parcel: 6

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated "Establishment of Just Compensation Offer" form.

Basis of Valuation

Date of Inspection: 06-18-2026

Size and Description of Total Ownership BEFORE and AFTER:

BEFORE – 0.71 acres

AFTER – 0.71 acres

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership):

N/A

Description of Acquisition(s) including: type (Q, T, W,), existing use, size, features:

759 square feet being acquired via Temporary Easement. The property is improved with a residential apartment building and fronts Spring Street on the east side of the property. The topography is level to gently sloping. The temporary easement acquisition areas are along Spring Street and are rectangular in shape. Improvements in the area of acquisition consist of approximately 350 square feet of concrete sidewalk and approximately 250 square feet of brick paving that will be removed as part of the project. The area of removal in the acquisition area will be backfilled and sodded as part of the project. According to the Marshall and Swift Valuation Service book, the value for concrete sidewalk ranges from \$6.65 to \$10.45 per square foot. A value of \$10.45 per square foot and a 25% depreciation is being adopted. According to the Marshall and Swift Valuation Service book, the value of brick paving ranges from \$16.20 to \$26.25 per square foot. The subject area is not grouted and is not on a concrete base. A value of \$18 per square foot and a 25% depreciation is being adopted. There are no damages assigned to the remaining property.

Sales Data Utilized for Valuation Process:

Sales data was obtained from the Multiple Listing Service by a licensed real estate agent and provided to the acquisition agent. All sales occurred in 2024. Sales ranged from \$5.91 per square foot to \$7.49 per square foot and lot sizes ranged from 0.22 acres to 0.34 acres. A unit value of \$7.00 per square foot is being used as the basis of this waiver valuation, which is at the upper end of the sales range.

Compensation Calculations (show all calculations)	
Temporary Easement 6 759 square feet X \$7.00/s.f. X 5% X 4.55 PVF = \$1,208.71	
Concrete Sidewalk 350 s.f. X 10.45/s.f. X 75% = 2,743.13	
Brick Paving 250 s.f. X \$18/s.f. X 75% = \$3,375.00	
Total = \$7,326.84 Rounded to \$7,330.00	\$7,330.00
Total Compensation	\$7,330.00

Project: 109908/701000

Parcel: 6



View of Entire Parcel

Project: 109908/701000

Parcel: 6

Form Date December 1, 2007

Page 3 of 5



View of Temporary Easement Area #2

Project: 109908/701000

Parcel: 6

Form Date December 1, 2007

Page 4 of 5



View of Temporary Easement area #1

Project: 109908/701000

Parcel: 6

Form Date December 1, 2007

Page 5 of 5



View of Temporary Easement Area #1

Project: 109908/701000

Parcel: 6

Form Date December 1, 2007

Page 6 of 5

Starkville, MS Comparable Sales

Address	Sold Price	Total Acreage	Total SqFt.	Sold Price Price Sqft	Zoning	Sale Year
14 Talamore Lane (Lot 314)	\$75,000	0.23	10,019	\$7.49	R-1	2024
108 Huxley Drive (Lot 320)	\$67,500	0.22	9,583	\$7.04	R-1	2024
31 Huxley Drive (Lot 347)	\$87,500	0.34	14,810	\$5.91	R-1	2024
63 Huxley Drive (Lot 349)	\$87,500	0.34	14,810	\$5.91	R-1	2024

Prepared By:
Mark E. Guyton
% Guyton Properties
523 E. Gillespie Street
Starkville, MS 39769

2004 1918
Recorded in the Above
Deed Book & Page
03-17-2004 04:36:53 PM
Monica W. Banks
Oktibbeha County, MS

To the Chancery Clerk of Oktibbeha County, Mississippi:
The real property described herein is situated in the SW Quarter of Section 35, Township 19N, Range 14E of Oktibbeha County, Mississippi.

EXECUTOR'S DEED

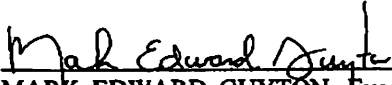
FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby acknowledged, MARK EDWARD GUYTON, Executor of the estate of Dorothy P. Guyton, Deceased, whose Last Will and Testament was filed for probate in the Chancery Court of Oktibbeha County, Mississippi as Cause No. 02-0065 (the "Grantor"), do hereby sell, convey and quitclaim unto MARK EDWARD GUYTON, Trustee of the Dorothy P. Guyton Family Trust U/W (the "Grantee"), all of the Grantor's right, title and interest in and to the property (the "Property") lying and being situated in Oktibbeha County, Mississippi and being more particularly described as follows:

Lot Four (4) of Block Six (6) of the University Urban Renewal Area, Starkville, Oktibbeha County Mississippi as shown on the Official Map completed August 16, 1973.

The Property is no part of the homestead of the Grantor.

Ad valorem taxes for the year 2004 have been prorated between the Grantor and the Grantee, and the Grantee assumes and agrees to pay the same when they become due and payable.

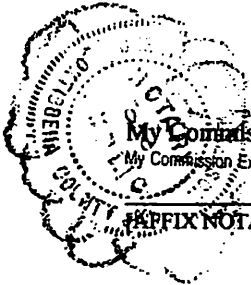
WITNESS THE SIGNATURE OF THE GRANTOR, this the 8th day of March, 2004.


MARK EDWARD GUYTON, Executor of
the Estate of Dorothy P. Guyton, Deceased

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the said County and State, on this 8th day of March, 2004, within my jurisdiction, the within named MARK EDWARD GUYTON, who acknowledged that he is Executor of the estate of Dorothy P. Guyton, Deceased, and that in said fiduciary capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.



Charles M. Wilkerson
NOTARY PUBLIC

My Commission Expires:
My Commission Expires August 21, 2005

[AFFIX NOTARIAL SEAL]

The Address and Telephone
Number of the Grantor:

% Guyton Properties
523 E. Gillespie Street
Starkville, MS 39759
(662) 323-9767

The Address and Telephone
Number of the Grantee:

% Guyton Properties
523 E. Gillespie Street
Starkville, MS 39759
(662) 323-9767

2004 1919
Recorded in the Above
Deed Book & Page
03-17-2004 04:36:53 PM
Monica W. Banks
Oktibbeha County, MS



Oktibbeha County, MS
I certify this instrument was filed on
03-17-2004 04:36:53 PM
and recorded in Deed Book
2004 at pages 1918 - 1919
Monica W. Banks



Property Link OKTIBBEHA COUNTY, MS

Current Date 6/18/2026

Tax Year 2025

Records Last Updated 6/17/2026

PROPERTY DETAIL

OWNER GUYTON DOROTHY P FAMILY TRUST
523 E GILLESPIE ST

ACRES : **NA**

LAND VALUE : 50000

IMPROVEMENTS : 461880

TOTAL VALUE: 511880

ASSESSED : 76782

STARKVILLE MS 39759

PARCEL 101D-00-213.00

ADDRESS 302 SPRING ST

TAX INFORMATION

YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	4231.46	4231.46	0.00
CITY	2610.59	2610.59	0.00
SCHOOL	5091.41	5091.41	0.00
TOTAL	11933.46	11933.46	0.00

LAST PAYMENT DATE 3 / 4 / 2026

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL LOT 4 BLK 6 URBAN RENEWAL SUB
HOMESTEAD CODE	None	936/355 14/525 2004/1918
TAX DISTRICT	5110	MAP 101D DB/PG 780/192 11/598
PPIN	012073	B 2004 P 1918 03/08/2004
SECTION	02	
TOWNSHIP	18N	
RANGE	14E	

Book 2004

Page 1918

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year **Sold To** **Redeemed Date/By**

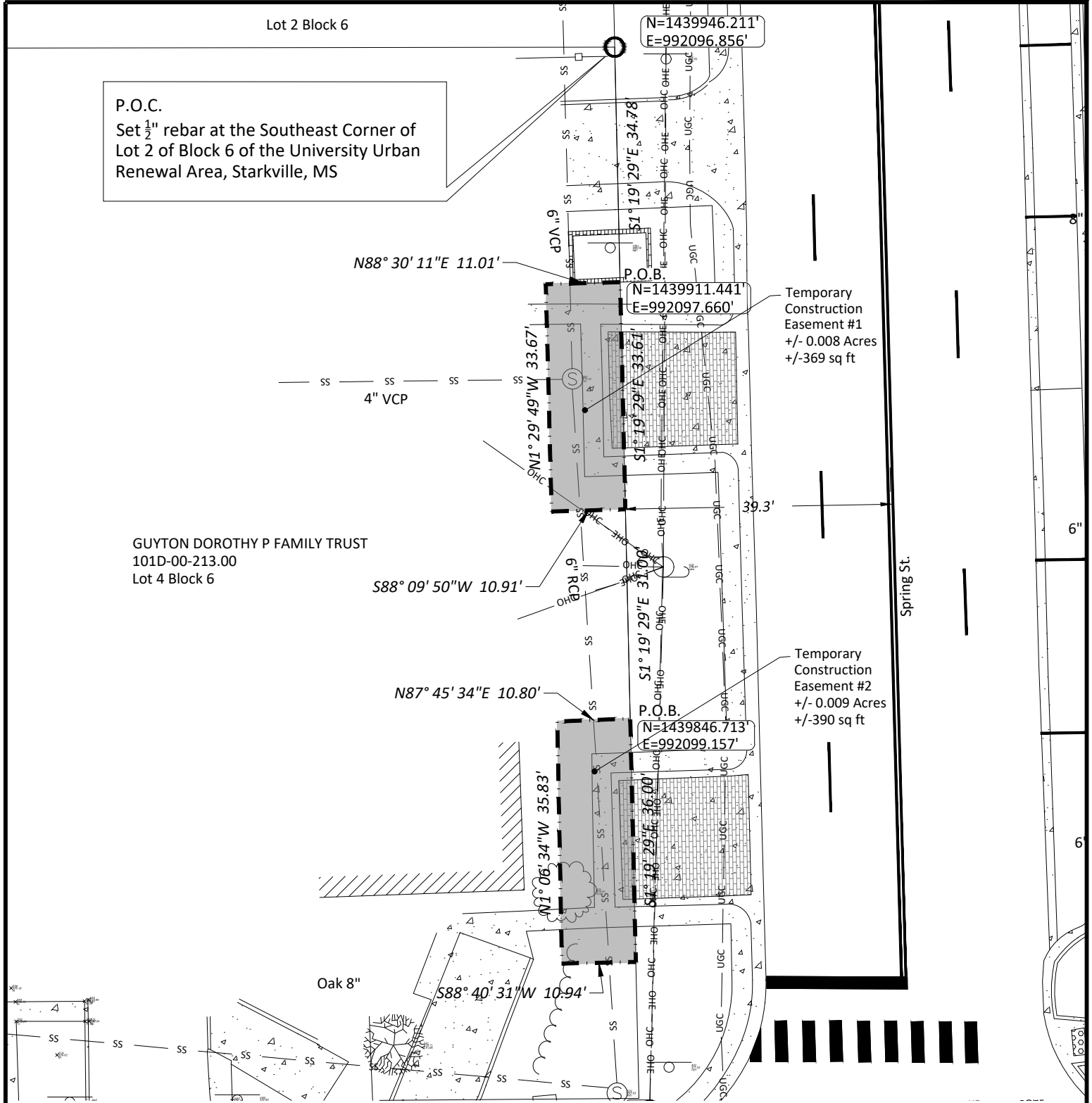
NO TAX SALES FOUND

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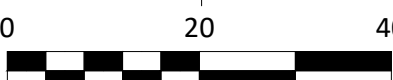


BEARINGS SHOWN ARE GRID BEARINGS
DETERMINED BY GPS OBSERVATIONS
CONVERGENCE ANGLE= +0° 00' 54.019"

DISTANCES SHOWN ARE GRID VALUES, US
SURVEY FEET
MS STATE PLANE COORDINATES (MS SPC)
EAST ZONE, NAD 83 DATUM
SCALE FACTOR= 0.999950078898
VERTICAL DATUM BASED ON NAVD88
DETERMINED BY GPS SOLUTION

CLASS "B" SURVEY
SET 1/2" rebar capped "PLS 3231"

JAMES BRETT BRASHER
P.O. BOX 2100
2310 MARTIN LUTHER KING JR. DRIVE
COLUMBUS, MS. 39704-2100
REGISTERED PROFESSIONAL LAND
SURVEYOR L.S. NO. 3231
STATE OF MISSISSIPPI



REFERENCE DEEDS
DB 2004 PG 1918

POWER POLE

OVERHEAD ELECTRIC

OVERHEAD COMMUNICATION

TEMPORARY CONSTRUCTION EASEMENT

CONCRETE

Oak 8"

4" VCP

6" VCP

6" RCP

OHC

OHE

TEMPORARY CONSTRUCTION EASEMENT
LOT 4, BLOCK 6
UNIVERSITY URBAN RENEWAL AREA, CITY OF
STARKVILLE, MS

Grantee and return to:	Grantor Address:
The City of Starkville, Mississippi	Dorothy P. Guyon Family Trust U/W
110 West Main Street	Mark Edward Guyton, Trustee
Starkville, MS 39759	523 E. Gillespie Street
Phone: (662) 323-2525	Starkville, MS 39759
	Phone: 622-323-9767

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

Lot 4 of Block 6, University Urban Renewal Area, City of Starkville, Mississippi

Initial _____, _____, _____

Spring Street Connector North
 STP-0420-00(027)LPA/109908-701000
 Parcel No. 6

THE STATE OF MISSISSIPPI

County of Oktibbeha

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, sell, convey and warrant unto the City of Starkville for public improvements, grading, sodding, and other construction purposes on Project No. STP-0420-00(027)LPA/109908-701000 a temporary easement through, over, on and across the following described land:

EASEMENT NO. 1

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, US Feet, determined by GPS observation, using a scale factor of 0.999950078898 and a grid to geodetic azimuth angle of (+) 00 degrees 00 minutes 54.019 seconds developed at the approximate center of the project.

Commencing at a set ½” rebar at the Southeast corner of Lot 2 of Block 6 of the University Urban Renewal Area of the City of Starkville, Mississippi having State Plane Coordinates Northing: 1439946.211’ and Easting: 992096.856’; thence along the West right of way of Spring Street, South 01 degree 19 minutes 29 seconds East a distance of 34.78 feet to a point having State Plane Coordinates Northing: 1439911.441’ and Easting: 992097.660’, said point being the Point of Beginning of the herein described easement; thence along said West right of way South 01 degree 19 minute 29 seconds East a distance of 33.61 feet; thence leaving said West right of way, South 88 degrees 09 minutes 50 seconds West a distance of 10.91 feet; thence North 01 degree 29 minutes 49 seconds West a distance of 33.67 feet; thence North 88 degrees 30 minutes 11 seconds East a distance of 11.01 feet to the Point of Beginning, containing 0.008 acres (369 sq. ft.), more or less, and lying in Lot 4 of Block 6 of the University Urban Renewal Area of the City of Starkville, Mississippi.

EASEMENT NO. 2

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, US Feet, determined by GPS observation, using a scale factor of 0.999950078898 and a grid to geodetic azimuth angle of (+) 00 degrees 00 minutes 54.019 seconds developed at the approximate center of the project.

Commencing at a set ½” rebar at the Southeast corner of Lot 2 of Block 6 of the University Urban Renewal Area of the City of Starkville, Mississippi having State Plane Coordinates Northing: 1439946.211’ and Easting: 992096.856’; thence along the West right of way of Spring Street, South 01 degree 19 minutes 29 seconds East a distance of 99.39 feet to a point having State Plane Coordinates Northing: 1439846.713’ and Easting: 992099.157’, said point being the Point of Beginning of the herein described easement; thence along said West right of way South 01 degree 19 minute 29 seconds East a distance of 36.00 feet; thence leaving said West right of way, South 88 degrees 40 minutes 31 seconds West a distance of 10.94 feet; thence North 01 degree 06 minutes 34 seconds West a distance of 35.83 feet; thence North 87 degrees 45 minutes 34 seconds East a distance of 10.80 feet to the Point of Beginning, containing 0.009 acres (390 sq. ft.), more or less, and lying in Lot 4 of Block 6 of the University Urban Renewal Area of the City of

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 6

Starkville, Mississippi.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above-described land only so long as is necessary to complete the construction of said Project No. _____ in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above-described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of his homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed sidewalk, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature this the _____ day of _____, A.D. 2026.

Signature: _____
Dorothy P. Guyton Family Trust U/W
By: Mark Edward Guyton, Trustee

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 6

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for said county and state, on this, _____ day of _____, 2026, within my jurisdiction, the within-named **Mark Edward Guyton**, who acknowledged that he is **Trustee of Dorothy P. Guyton Family Trust U/W**, and that in said capacity, and that for and on behalf of said trust, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

_____ (NOTARY PUBLIC)

My commission expires: _____

Initial _____, _____, _____

Spring Street Connector North
STP-0420-00(027)LPA/109908-701000
Parcel No. 6



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Engineering
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF APPROVAL TO ADVERTISE FOR THE CONCRETE TERM BID PROJECT.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

Use Tax

REQUESTING DEPARTMENT:

Engineering

DIRECTOR'S AUTHORIZATION:

Chris Williams , City Engineer

SUMMARY:

Term bidding for concrete street improvement related items will provide flexibility on scheduling and allow the Engineering Department to complete projects quicker and address repairs easier as they arise. This term bid will be used for the ADA improvements required from the yearly paving as well as miscellaneous sidewalk, drainage boxes, curb and gutter, and concrete pavement repairs around the city.

FOR MORE INFORMATION CONTACT:

Chris Williams @ 662-323-2525 ext. 3122 or c.williams@cityofstarkville.org

Stephen Kachelman @ 662-323-2525 ext. 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move to approve permission advertise for the Concrete Term Bid project.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Engineering
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF APPROVING TASK ORDER NO. 8 FOR NEEL SCHAFER, INC. FOR THE TIBBEE WATERSHED DRAFT FEMA MAP REVIEW FOR AN HOURLY, NOT-TO-EXCEED AMOUNT OF \$18,000.

AUTHORIZATION HISTORY:

10-15-2024: Board of Aldermen approved entering into a master services agreement with Neel-Schaffer.

AMOUNT & SOURCE OF FUNDING:

Capital Improvement Fund

REQUESTING DEPARTMENT:

Engineering

DIRECTOR'S AUTHORIZATION:

Chris Williams , City Engineer

SUMMARY:

FEMA has recently released the draft floodplain maps for review and comment. This proposal is for the review of the draft maps to help ensure the accuracy of the proposed floodplains.

FOR MORE INFORMATION CONTACT:

Chris Williams @ 662-323-2525 ext. 3122 or c.williams@cityofstarkville.org

Stephen Kachelman @ 662-323-2525 ext. 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move to approve Task Order No. 8 for Neel Schaffer, Inc. for the Tibbee Watershed Draft FEMA Map Review for an hourly, not-to-exceed amount of \$18,000.



NEEL-SCHAFER

July 20, 2026

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

**RE: STARKVILLE MASTER SERVICES AGREEMENT – TASK ORDER #8
TIBBEE WATERSHED DRAFT FEMA MAP REVIEW**

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services as defined in Exhibit A, Scope of Services, for the above-referenced project. NSI proposes to perform these services for the hourly, not-to-exceed fee of \$18,000.

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

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

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

Sincerely,

NEEL-SCHAFER, INC.

William Sanford, P.E.
VP, Engineer Manager

ACCEPTED: CITY OF STARKVILLE

BY:

DATE:

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

Engineering Services for Tibbee Watershed Draft FEMA Map Review

FEMA has provided the DRAFT preliminary updated flood maps for the Tibbee Watershed for review. Neel-Schaffer will assist the City during the initial review and comment period. Services shall include the following work:

- Data Review
 - Note areas for clean-up
 - Note areas of development since modeling was conducted (areas that no longer match terrain)
 - Note areas where blue lines do not match flood hazard map (could be historic issue but can request it be fixed)
 - Map added or removed buildings for public notification
- Modeling Review
 - Note areas where indicates roadway overtopping, to confirm with modeling that this can occur or is an error (need requested modeling data from FEMA)
 - High level QA/QC of Existing Models
- Comment Compilation and FEMA Response
 - Compile comments
 - Schedule meeting with FEMA to discuss
 - QA/QC with City on comment submission
- Miscellaneous mapping processing or exhibits for public

EXCLUDED SERVICES

This scope of work does not include:

1. Field work or field investigation
2. Design engineering services
3. Detailed H&H modeling or study
4. Preparation of appeals
5. LOMR, CLOMR, or any other map revision
6. Elevation certificates or BFE determinations

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

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

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

I. DESCRIPTION OF SERVICES

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

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

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

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

II. ADDITIONAL SERVICES

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

III. PAYMENT FOR SERVICES

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

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

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

IV. TIME SCHEDULE

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

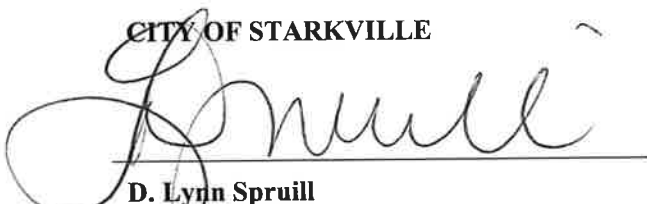
V. CHANGES TO AGREEMENT

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

VI. ACCEPTANCE

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

CITY OF STARKVILLE



D. Lynn Spruill
Mayor

NEEL-SCHAFER, INC.



William Sanford, P.E.
Office Manager

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

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

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

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

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Finance
AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST APPROVAL TO PURCHASE NEXTREQUEST FOIA SOFTWARE FROM CIVICPLUS FOR A COST OF \$12,288.00 FOR THE FIRST YEAR WITH AN ANNUAL COST OF \$10,788.00.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

001-142-645-420

REQUESTING DEPARTMENT:

Finance

DIRECTOR'S AUTHORIZATION:

Joanna McLaurin, City Clerk

SUMMARY:

FOR MORE INFORMATION CONTACT:

Joanna McLaurin, City Clerk

SUGGESTED MOTION:

Move approval to purchase Nextrequest FOIA software from CivicPlus for a cost of \$12,288.00 for the first year with an annual cost of \$10,788.00.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
Q-128570-1
6/17/2026 1:03 PM
8/16/2026

Client:
City of Starkville, MS

Bill To:
STARKVILLE CITY, MISSISSIPPI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chelsea Newsom		chelsea.newsom@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions	USD 1,500.00
1.00	CivicPlus Payments Implementation Fee - NextRequest	CivicPlus Payments implementation fee to provision CivicPlus Payments for NextRequest	USD 0.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Standard Plan	NextRequest Standard Plan for local agencies; Unlimited Staff Users, Up to 10 Admin-Publisher Users, Up to 2TB Storage. Core Features: Review & Redaction Features, Payments, IT & Compliance Features	USD 10,788.00
1.00	CivicPlus Payments Platform - Merchant Fees (MFTCPA)	Per Tran .30 ACH 1% ACH Max \$5 ACH Reject \$15 CC 3% AMEX 3.5% Dispute \$15	USD 0.00

Total Investment - Initial Term	USD 12,288.00
Annual Recurring Services (Subject to Uplift)	USD 10,788.00

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-128570-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



Proposal

Valid for 60 days from date of receipt

Company Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to develop technology solutions that empower local government staff to manage daily operations efficiently without depending on paper-based processes or complex systems.

Today, CivicPlus provides public sector technology that provides intelligent automation for staff and a unified experience for residents. CivicPlus solutions help increase process efficiency by up to 40%, freeing staff to improve community engagement. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a singular experience for residents and staff.

OUR PORTFOLIO INCLUDES:

- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Mass Notification
- Social Media Archiving
- NextRequest
- Recreation Management
- SeeClickFix 311 CRM
- Municode Codification
- Process Automation and Digital Services
- Community Development
- Asset Management
- Utility Billing
- Resident Portal

Company Contact Information

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233
Fax: 785.587.8951

civicplus.com



Experience & Recognition

25+ Years

13,000+ Customers

950+ Employees

With public service in our DNA, our 25-year heritage of success is fueled by the expertise of our product innovators—many of whom served in local government. Our commitment to deliver impactful solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government technology. We are proud to have earned the trust of our over 13,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

We're proud to be recognized in various ways for our dedication and service to our customers.

- Winner of multiple Stevie® Awards, the world's top honors for customer service, sales professionals, and more.
- Designated a top-100 U.S. company by Government Technology magazine for making a difference in the public sector.
- Selected by Inc. Magazine as "One of the Fastest Growing Privately-Held Companies in the U.S." each year since 2011.
- Certified™ by Great Place To Work®, which is a prestigious award is based entirely on what current employees say about their working experience.



The Best-Run Local Governments Run on CivicPlus Technology

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services. However, they struggle with budget cutbacks and technology constraints. With CivicPlus, leaders can finally overcome the perpetual trade-off between the demand for better services and the realities of operational resources, by leveraging the unique Civic Impact Platform to deliver both unmatched end-to-end automated efficiency and truly unified, delightful resident experiences.

CivicPlus is the only government technology company exclusively committed to being a trusted partner for impact-led government, enabling our customers to efficiently keep our communities informed, involved, and connected using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, our customers increase revenue and operate more efficiently while nurturing trust among residents.



The Civic Impact Platform

The comprehensive Civic Impact Platform delivers unmatched end-to-end efficiency, supercharging staff impact through intelligent automation, and unlocking collaboration in and across departments. At the same time, this unique platform delivers a truly unified residence experience, delighting residents with a singular profile and single sign-on for friction-free, no-hassle services. With CivicPlus, your team is always change-ready, staying a step ahead of disruption, whether evolving compliance and accessibility requirements, civil emergencies, and more.



IMPACT-LED GOVERNMENT

Impact-led government aims to create lasting community change by improving and modernizing processes with automation, collaboration, and data insights. This approach helps staff work efficiently and makes services more accessible, addressing needs proactively. Our Civic Impact Platform is guided by five core principles:

1. **Modernize and connect every function:** Work better together through intelligent automation, efficiency, and stronger collaboration.
2. **Deliver a singular, personalized resident experience:** Replace hassle with friction-free delight, delivering a unified profile and intuitive, consistent experiences.
3. **Supercharge staff impact:** Boost staff performance with automated tasks, data-driven decisions, and aligned priorities and processes.
4. **Strengthen compliance, accessibility, and readiness:** Forward-thinking best practices and continuous adaptation.
5. **Consolidate on a comprehensive, purpose-built platform:** Choose solution breadth, eliminate multiple vendors, and gain compounding value over time.



CivicPlus Resident Portal

THE NEXT EVOLUTION IN DIGITAL RESIDENT ENGAGEMENT

CivicPlus Portal is a mobile-friendly, personalized online hub from which residents can quickly, easily, and securely obtain information, access resources, discover services, complete transactions, and interact with their local government administration. It is the public gateway to the Civic Impact Platform, empowering resident self-service from one central location for everything from submitting forms, referencing recent legislation, and engaging with public meetings to managing individual alert and notification preferences.



Personalized Resident Benefits:

- One username, password, or popular platform-enabled single sign-on (via Facebook, Google, Microsoft, or Apple) to securely manage their user profile and interact with all their government resources and information.
- A personalized, customizable dashboard that serves as the launchpad to save frequently accessed digital services, view past interactions, bookmark frequent payment options, and stay up to date with featured, meaningful content.
- Anytime, anywhere access from any device.
- Enabling self-service form viewing, submission, and payments to support a variety of digital transactions from parking permits and business licenses to pet adoptions.
- Easy management of individual communication preferences related to routine and emergency alerts, website newsletters, and agenda & meeting notifications from one single view.
- A centralized hub to submit and track requests, such as public records requests, non-emergency issues, and code enforcement complaints and violations.

Staff and Administrator Benefits:

- A low-maintenance tool for administrators to easily spotlight information, share content, and link to services to further promote local government initiatives while improving public transparency and trust.
- Ability to consolidate digital services from multiple CivicPlus and third-party solutions into one intuitive, accessible, and responsive interface.
- Consolidation of siloed alerts and notifications from the variety of solutions you control into a single view residents to sign up for and manage.
- Localization of cross-department payments and forms in one place, including those from CivicPlus and third-party solutions, enhancing residents' convenience for increased payments and engagement.
- Multi-factor authentication options and optimized for security and accessibility.



Support Services

TECHNICAL SUPPORT

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available to assist with any questions or concerns regarding the technical functionality and usage of your new solution.

CivicPlus Technical Support hours typically span between 7 a.m. to 7 p.m. CST, but vary by product. You can access a Technical Support Team via a toll-free number as well as an online email support system for users to submit technical issues or questions. Our current initial response time is 4-hours for email tickets during normal hours. Further, emergency technical support for urgent requests is available 24/7 for designated, named points-of-contact for most products.



Award-Winning Support

CivicPlus has been honored with four Gold Stevie® Awards, eight Silver Stevie® Awards, and eleven Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. The Help Center also provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to engage your residents most effectively.

Proposal Disclaimer

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.





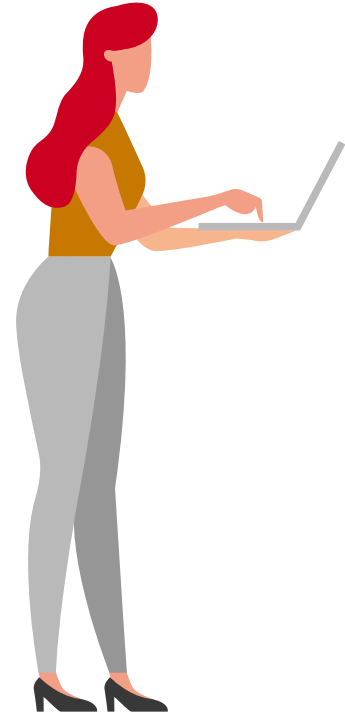
Standard Package

NextRequest History

NextRequest was founded with a singular vision: to transform how public agencies handle records requests. Born out of Code for America, a national nonprofit dedicated to improving government services through technology, NextRequest was purpose-built as a specialized solution to streamline the public records process. Our founders understood that transparency and accessibility are fundamental to building trust between government and residents, but that existing systems were outdated, inefficient, and often frustrating for both requesters and staff.

With a deep commitment to efficiency, compliance, and transparency, NextRequest has grown into the leading platform for automating and managing public records requests. We've tailored our solution to meet the unique needs of government agencies, with a focus on simplifying workflows, improving user experiences, and ensuring regulatory compliance.

Now a part of CivicPlus, NextRequest continues to innovate within the public sector, offering a flexible and scalable solution that helps agencies at all levels better serve their communities and fulfill public records laws with confidence.



NextRequest at a Glance



Serious About Security

SOC 2 Type II Audit, AES-256 encryption, and more



Batch Redaction

Draft redaction, bulk redaction, and more



Experts in Record Requests

Records requests software is all we do



FOIA-Specific Customer Service

All customers assigned a Customer Support Specialist



950+ Customers

And growing fast



Customers Love Us

Check out our glowing Capterra & G2Crowd reviews

"The batch redaction tool is life-changing."

Robby Conteras, National City, CA



Standard Plan Overview

Licensing

- Unlimited Staff Users
- Unlimited Departments
- 10 Admin-Publisher Users
- 2 TB Storage

Resident-Facing Public Portal

- Unlimited Updates
- Customizable Request Form
- Real-Time Request Diversion Alerts
- Agency-Specific URL
- Optional Request and Record Publishing

Workflows & Automation

- Due Date Calculation, Reminders, and Status Indicators
- Departmental Routing and Point of Contact Automation
- Automated Request Acknowledgment and Updates
- Task Assignment, Tracking, and Reminders
- Unlimited Message Templates
- Timeline Audit Trail, Email and Record Monitoring
- Support Any File Size or Type

Review & Redaction with Unlimited Users

- Basic Redaction and RapidReview Module
- Custom Exemption List and Automated Log
- Custom Redaction Patterns

Invoicing & Payments

- Unlimited Invoicing Templates
- Time Tracking and Cost Calculation
- Integration for Online Credit Card Payments (+)

Tracking & Reporting

- Automated Reporting
- Administrative Dashboard
- Customizable Reports

IT & Compliance

- Automated Retention Scheduling
- CivicPlus SSO Integration
- SOC 2 Type II Audit
- CJIS Attestation Available
- HIPAA Compliance Available with BAA
- Custom IdP SSO (+)
- Risk Module (+)

Support

- In-App Chat, Phone, and Email Support
- 24/7 Help Center Access

Plan Details

ADMINISTRATIVE TOOLS

- Unlimited updates to branding and public portal settings
- Configurable due date calculation, with a custom holiday calendar and configurable reminders
- Configurable departments with associated staff and staff backups
- Automatic request routing to predefined user groups or departments
- User-configurable email alert preferences
- User-configurable templates for acknowledgment, messages, and closure reasons
- Customizable tags to categorize requests



PERMISSIONS & VISIBILITY

- Role-based permissions to allow controlled access to specific feature sets
- Default request visibility settings to ensure consistent internal visibility
- Change the visibility of a request in two clicks to make it more restricted

REQUESTER & PUBLIC ACCESS

- Requesters are not required to create an account, no roadblocks to transparency
- Choose whether to make a request public or only available to the requester
- Records can be viewed in application or downloaded in two clicks
- Record availability and hosting is dependent on your retention schedule
- Supports any file type, including PDF, email extracts, audio, video, etc.

CUSTOM FORMS

- Staff can customize request forms to allow requesters to select a department and provide additional information with custom fields
- Add tips, FAQs, T&C's, etc. to make the process more accessible and easier to understand for requesters
- Allow requesters to upload documents if required
- Staff can manually enter a request if it is received in another format and notate such (fax, mail, phone, etc.)

**NEXTREQUEST
BY THE NUMBERS**

2M+ Requests Fulfilled
20M+ Documents Processed

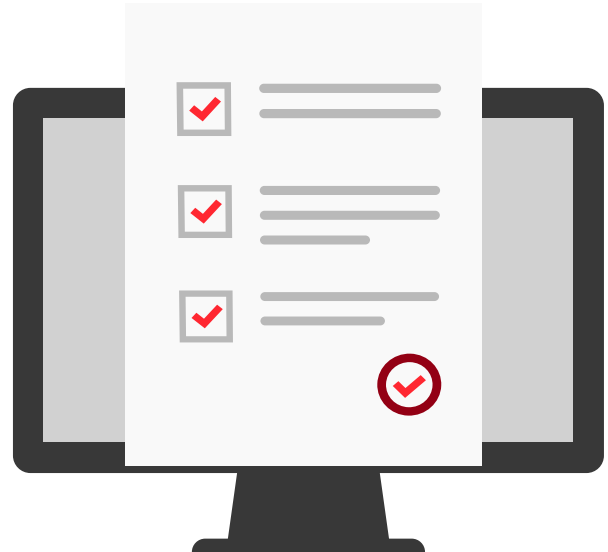


REQUEST DIVERSION

- In seconds, create real-time keyword alerts that trigger pop-up messages for requesters
- Redirect requesters to existing information online, provide additional tips, or proactively redirect them to the correct agency
- Allow requesters to review and reference past requests and documents to reduce duplicate requests

COMPLIANCE ENABLEMENT

- Automatic email notifications for requests that are “overdue”, “due tomorrow” and “due soon”
- Automatic status indicators show which requests are overdue, due soon, paused, etc.
- Task reminders are separate from due date reminders to ensure all steps are completed in a timeline manner
- Automated request acknowledgment to help satisfy legal requirements
- Timeline tracking of each request provides an audit trail for accountability and legal protection
- Provide additional documentation to your Timeline with custom notes
- Track if a requester has viewed a message, or viewed or downloaded released records
- Retention scheduling ensures requests and records are not kept longer than legally required
- Email bridge allows users to send messages via email without logging into the application, while still being tracked



BASIC REDACTION

- Redact manually with rectangles and highlighters, or search for text or patterns
- Custom exemption list and custom redaction patterns
- Automatically generated redaction log for transparency and compliance
- Automatically generates both redacted and original versions of your documents

RAPIDREVIEW MODULE

- All the functions of the Basic Redaction tool plus...
- Extract PST and MSG files for review, with email deduplication
- Efficiently review large amounts of documents and emails in context and create review workflows
- True Batch Redaction to handle hundreds of records at once, with all redactions autosaved as draft so you never lose your work
- Collaborate on redactions before finalization and release
- Take batch actions on records to move, delete, release, or zip hundreds of records at once
- Optical character recognition (OCR) available to help decipher the text on scanned documents

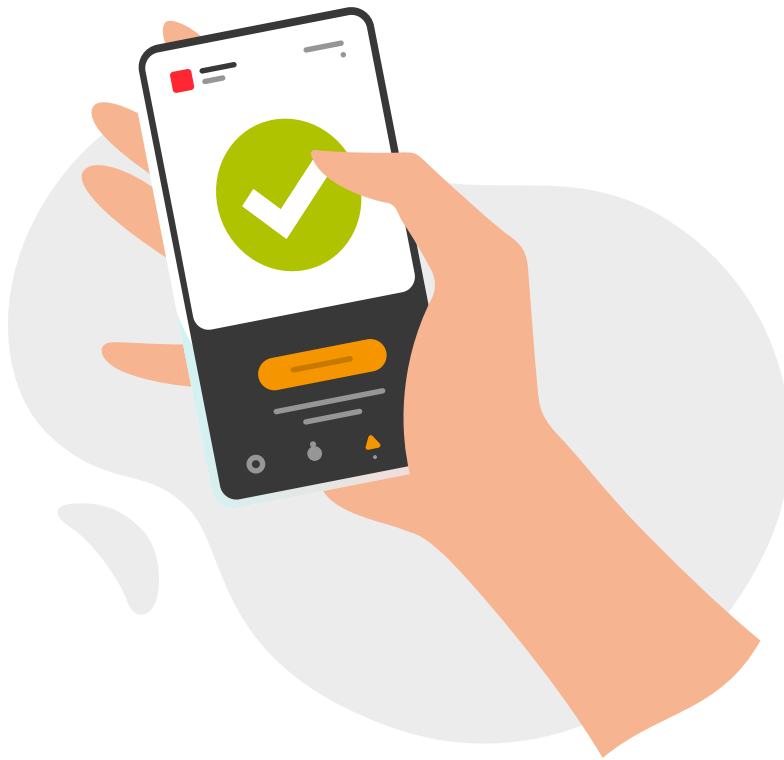


COST, INVOICING, AND PAYMENTS

- Track staff time per request with automated cost calculation
- Send and track invoices, with option to receive payments online via credit card (PCI compliant)
- Create unlimited invoicing templates for different fees

TRACKING AND REPORTING

- Automated reports that showcase request volume, average fulfillment, departmental breakdown and more
- The Administrative Dashboard provides quick insight to overall status and performance
- Run custom reports based on numerous request variables



Our records request software empowers organizations to collaborate remotely and asynchronously.



Hosting & Security

INFRASTRUCTURE

Application Security – NextRequest servers and databases are hosted on Amazon Web Services. All data is hosted in the United States.

Storage Security – Customer image assets and documents are stored in Amazon S3.

Backups – Your data is backed up daily, weekly, and monthly.

Redundancy – We maintain redundancy to prevent single points of failure, are able to replace failed components, and utilize multiple data centers designed for resiliency.

Disaster Recovery – We have a step-by-step plan in place to take precautions and minimize the effects of a disaster.

COMPLIANCE

SOC 2 Type II Audit – NextRequest has successfully completed a SOC 2 Type II audit.

Accessibility – NextRequest product is compliant with both WCAG 2.1, Level A and Level AA and also compliant with WCAG 2.2, Level A and Level AA

CJIS – NextRequest enables agency Criminal Justice Information Services (CJIS) compliance by mapping features and the organization to CJIS security controls.

Encryption – All data is encrypted at rest using AES-256 and in transit using TLS v1.2. Documents can only be accessed through a valid token that expires. For data, we encrypt in transit using TLS 1.2 and AES-256 at rest.

Codebase – The NextRequest codebase is built on the latest version of Ruby and Ruby on Rails. Changes are made to repositories via GitHub Pull Requests (PRs).

HTTPS & SSL – All web requests between web clients and NextRequest are secured by TLS version 1.2.

Monitoring – Standard application logs are collected daily and weekly. Individual user access is logged within the application and kept in application logs. System status reports are available 24/7 here: <https://bit.ly/2YGxbhZ>

Security Updates – NextRequest's architecture allows security updates to be made to all customers in real-time, preventing delays in the patching of security vulnerabilities.

Data Destruction – At the request of a customer, we will expunge all customer data from NextRequest servers.

ADDITIONAL INFORMATION

Updates & Patches – NextRequest uses a software-as-a-service (SaaS) delivery model. This means customers are always using the most up-to-date version of the application and don't have to wait for new releases, including security updates. Development is conducted on a 2-week cycle.

Single Sign-On (SSO) – NextRequest can add SSO integrations including Active Directory and OAuth to improve password security and access controls across the enterprise organization.

Password Standards – We enforce strong passwords based on the NIST 800-63B guidelines.

Browser Compatibility – NextRequest is optimized for Chrome but works with IE11 and up and other modern web browsers.



Implementation (Virtual Only)

Standard Plan Overview

The success of your onboarding is a priority to CivicPlus. Over the course of four stages, we'll work with you to:

Configure the portal to match your agency's process for responding to public records requests and set up agency-specific information such as:

- Users and Departments
- Message Templates
- Instructions for the Requester
- Tags

Train users on how to manage and respond to public records requests. All training is recorded, so you can rewatch and share it at any time or join any of our ongoing bi-weekly virtual training webinars.

- One Admin training with a Launch Manager for those administering the portal
- One Staff training via Webinar for staff users responding to records requests

Keys to a Successful Rollout

Designate a Primary Contact

Choosing someone who is involved in responding to public records requests frequently is ideal.



Clearly Map Out Processes

This is a vital step. Mapping out current processes as well as desired changes is the foundation of a great rollout.

Set Training Dates Early

This will help ensure maximum attendance for your Admin & Staff trainings.



Standard Project Timeline

A typical Standard NextRequest onboarding rollout takes ~8-12 weeks.

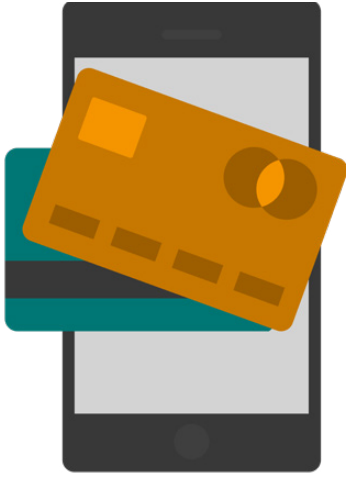
STAGE 1	Week 1	Key Stakeholders	Process Mapping: Fill out customer success plan, gather information, and add users, departments, and portal images.
	Week 2	Key Stakeholders	Kickoff Call: 30-60 minute meeting to outline the onboarding and training process as well as set a Go Live date.
STAGE 2	Weeks 2-3	Portal Admins	Gather Info for Portal: Finalize users and departments list. Update templates, alerts, tags, and custom text.
	Week 4	Portal Admins	Admin Training: 60-90 minute meeting for users who will be administering the portal and managing records requests as an Admin.
STAGE 3	Week 6	All Staff Users	Staff Training: 60 minute training for staff who will be responding to record requests within the portal. Note: This staff training is via webinar only.
	Week 7	Communication Team	Go Live: Your agency's portal is now live and available to the public.
STAGE 4	Weeks 8-12	Portal Owner(s)	Check-in Review: Compare the first month of NextRequest usage against 30-day success goals and how you are using NextRequest.

OUR PROMISE TO YOU

Our team is dedicated to giving you the best experience in customer support. If your team changes, if your process changes, or if your agency evolves we're here to help you transition and get you back on track.



Optional Add-Ons



Credit Card Processing

To enhance your customer experience, CivicPlus integrates with a limited number of external payment processors to provide secure, PCI-compliant payment processing.

If utilizing a partnered external processor, CivicPlus can assist you with the facilitation, set-up, support, and troubleshooting services. In addition to our partner network, CivicPlus maintains integrations with additional external processors, in a more limited fashion, to assist you in implementing a successful system. Additional details on our supported external processor network is available upon request.

To utilize any of the integrated external processor, an agreement will need to be executed directly between you and the vendor that will assess separate merchant account and transaction fees. Use of an external processor may be subject to additional CivicPlus fees to maintain these solutions. Additional information can be provided upon request.

Because EMV devices are encrypted specifically for individual payment processors, you'll need to procure any required devices directly from your selected external processor for either purchase or rent. We are happy to assist in your procurement of such devices.

Risk Module

- Personally Identifiable Information, like full names, phone numbers, SSNs, mailing addresses, passport numbers, and much more
- Credentials, including many common API and encryption keys
- Financial Information, like credit card and bank account numbers
- Personal Health Information, including identification numbers associated with health insurance, prescription drugs, and medical devices
- An extra layer of security to help keep track of how many documents have been reviewed and understand their 'Risk Level' on a scale from Low to High, based on the information identified





**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Finance
AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET AND SANITATION (GENERAL CITY) FOR THE PERIOD OF OCTOBER 1, 2026 – SEPTEMBER 30, 2027.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Finance

DIRECTOR'S AUTHORIZATION:

Joanna McLaurin, City Clerk

SUMMARY:

Annual Source of Supply per Mississippi code 31-7-13 (n)

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval for the City Clerk's Office to advertise for source of supply bids for Street and Sanitation Departments for the period of October 1, 2026- September 30, 2027.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF APPROVAL TO HIRE THREE (3) ADDITIONAL FIREFIGHTERS AND APPROVE THE STARKVILLE FIRE DEPARTMENT STAFFING AND ORGANIZATIONAL RESTRUCTURING PLAN.

AUTHORIZATION HISTORY:

THE STARKVILLE FIRE DEPARTMENT IS REQUESTING APPROVAL TO HIRE THREE (3) ADDITIONAL FIREFIGHTERS AND IMPLEMENT AN ORGANIZATIONAL RESTRUCTURING TO IMPROVE STAFFING RELIABILITY, REDUCE OVERTIME, AND ALIGN EMPLOYEE CLASSIFICATIONS WITH DUTIES CURRENTLY BEING PERFORMED. THE PROPOSAL IS INTENDED TO MAINTAIN THE DEPARTMENT'S MINIMUM STAFFING LEVELS REQUIRED TO PRESERVE THE CITY'S CLASS 3 ISO RATING WHILE CREATING A MORE EFFICIENT AND SUSTAINABLE ORGANIZATIONAL STRUCTURE. A DETAILED STAFFING ANALYSIS AND COST COMPARISON ARE INCLUDED IN THE ATTACHED REPORT.

AMOUNT & SOURCE OF FUNDING:

THE ESTIMATED ANNUAL COST OF HIRING THREE (3) ADDITIONAL FIREFIGHTERS IS \$203,960.49. THE PROPOSED ORGANIZATIONAL RESTRUCTURING HAS AN ESTIMATED ANNUAL COST OF \$69,766.61. BASED ON CURRENT OVERTIME EXPENDITURES, THE DEPARTMENT PROJECTS ANNUAL OVERTIME SAVINGS OF APPROXIMATELY \$145,241.58, RESULTING IN AN ESTIMATED NET ANNUAL SAVINGS OF \$75,474.97.

REQUESTING DEPARTMENT:

Human Resources

DIRECTOR'S AUTHORIZATION:

Dewayne Davis , Fire Chief

SUMMARY:

BUDGETED FROM LINE ITEM # 001-261-420-103

FOR MORE INFORMATION CONTACT:

CHIEF DEWAYNE DAVIS, FIRE CHIEF
NAV ASHFORD, HUMAN RESOURCES DIRECTOR/CONSULTANT

SUGGESTED MOTION:

MOVE APPROVAL TO HIRE THREE (3) ADDITIONAL FIREFIGHTERS AND APPROVE THE STARKVILLE FIRE DEPARTMENT STAFFING AND ORGANIZATIONAL RESTRUCTURING PLAN.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST AUTHORIZATION TO PROMOTE LISA CARTER TO THE POSITION OF ASSISTANT CITY CLERK/DEPUTY CLERK IN THE CITY CLERK DEPARTMENT.

AUTHORIZATION HISTORY:

THIS IS A REPLACEMENT POSITION PREVIOUSLY HELD BY JOANNA MCLAURIN, WHO WAS PROMOTED TO CITY CLERK.

AMOUNT & SOURCE OF FUNDING:

LISA CARTER - NON-EXEMPT ANNUAL SALARY OF \$56,490.72 (\$27.16 PER HOUR) BASED ON 2080 HOURS.

REQUESTING DEPARTMENT:

Human Resources

DIRECTOR'S AUTHORIZATION:

Joanna McLaurin, City Clerk

SUMMARY:

BUDGETED FROM LINE ITEM #001-142-430-107

FOR MORE INFORMATION CONTACT:

JOANNA MCLAURIN, CITY CLERK
NAV ASHFORD, HUMAN RESOURCES DIRECTOR/CONSULTANT

SUGGESTED MOTION:

MOVE TO APPROVE THE PROMOTION OF LISA CARTER TO THE POSITION OF ASSISTANT CITY CLERK/DEPUTY CLERK IN THE CITY CLERK DEPARTMENT.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST AUTHORIZATION TO REHIRE TONY SYKES AS A PART-TIME CONCRETE FINISHER FOR THE UTILITIES DEPARTMENT.

AUTHORIZATION HISTORY:

TONY PREVIOUSLY WORKED AS A FOREMAN IN THE STREET DEPARTMENT. DURING HIS TENURE, HE ALSO COMPLETED THE UTILITIES DEPARTMENT'S SMALL CONCRETE PROJECTS.

SINCE TONY'S RETIREMENT, THE UTILITIES DEPARTMENT HAS EXPERIENCED DELAYS IN COMPLETING THESE CONCRETE REPAIRS. IN MANY CASES, OBTAINING QUOTES FROM OUTSIDE CONTRACTORS HAS RESULTED IN HIGHER COSTS THAN ANTICIPATED, WHILE ALSO EXTENDING PROJECT COMPLETION TIMELINES.

REHIRING TONY AS A PART-TIME CONCRETE FINISHER WILL PROVIDE THE DEPARTMENT WITH A PROVEN, EXPERIENCED EMPLOYEE WHO IS FAMILIAR WITH THE CITY'S INFRASTRUCTURE AND QUALITY STANDARDS. HIS WORK HAS CONSISTENTLY MET EXPECTATIONS, AND BRINGING HIM BACK WILL ALLOW THE DEPARTMENT TO COMPLETE CONCRETE REPAIRS MORE EFFICIENTLY, REDUCE RELIANCE ON OUTSIDE CONTRACTORS, AND PROVIDE A MORE COST-EFFECTIVE SOLUTION FOR THE CITY'S UTILITY OPERATIONS.

AMOUNT & SOURCE OF FUNDING:

TONY SYKES - ANNUAL SALARY OF \$27,000 (\$25.96 PER HOUR), BASED ON 1,040 HOURS ANNUALLY. THIS POSITION IS NOT ELIGIBLE FOR BENEFITS.

REQUESTING DEPARTMENT:

Human Resources

DIRECTOR'S AUTHORIZATION:

Edward Kemp, Utilities Director

SUMMARY:

THIS POSITION WILL BE FUNDED THROUGH THE FY 2025–2026 BUDGET ACCOUNTS:

WATER - 601.40 - 40%
SEWER - 901.20 - 40%
WASTEWATER - 701.20 - 10%
WATER TREATMENT - 801.20 - 10%

FUNDING IS AVAILABLE THROUGH FUNDS AVAILABLE FROM OPERATING BUDGET THAT WOULD BE USED TO PAY PRIVATE CONTRACTING COMPANIES TO PERFORM CONCRETE REPLACEMENT AFTER UTILITY REPAIRS.

FOR MORE INFORMATION CONTACT:

EDWARD KEMP, GENERAL MANAGER
NAV ASHFORD, HUMAN RESOURCES DIRECTOR/CONSULTANT

SUGGESTED MOTION:

MOVE TO APPROVE TO REHIRE TONY SYKES AS A PART-TIME CONCRETE FINISHER FOR THE UTILITIES DEPARTMENT.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST AUTHORIZATION TO HIRE JOSHUA BAKANE AND ELIAH "ELI" CLARK AS APPRENTICE LINEMAN II IN THE UTILITIES DEPARTMENT.

AUTHORIZATION HISTORY:

THESE ARE REPLACEMENT POSITIONS HELD BY AUBREY LONG, WHO RESIGNED, AND BRAD DAVIS, WHO RETIRED.

AMOUNT & SOURCE OF FUNDING:

JOSHUA BAKANE - NON-EXEMPT SALARY FOR APPRENTICE LINEMAN II, \$53,892.80 (\$25.91 PER HOUR) BASED ON 2080 HOURS.

ELIAH "ELI" CLARK - NON-EXEMPT SALARY FOR APPRENTICE LINEMAN II, \$53,892.80 (\$25.91 PER HOUR) BASED ON 2080 HOURS.

REQUESTING DEPARTMENT:

Human Resources

DIRECTOR'S AUTHORIZATION:

Edward Kemp, Utilities Director

SUMMARY:

THESE POSITIONS WILL BE FUNDED THROUGH THE FY 2026-2026 BUDGET ACCOUNT 920.00

FOR MORE INFORMATION CONTACT:

EDWARD KEMP, GENERAL MANAGER
NAV ASHFORD, HUMAN RESOURCES DIRECTOR/CONSULTANT

SUGGESTED MOTION:

MOVE APPROVAL TO HIRE JOSHUA BAKANE AND ELIAH "ELI" CLARK AS APPRENTICE LINEMAN II IN THE UTILITIES DEPARTMENT.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST AUTHORIZATION TO HIRE JEANNIE ROACH AS CUSTOMER SERVICE REPRESENTATIVE IN THE UTILITIES DEPARTMENT.

AUTHORIZATION HISTORY:

THIS IS A REPLACEMENT POSITION PREVIOUSLY HELD BY KORETTA HARRIS.

AMOUNT & SOURCE OF FUNDING:

JEANNIE ROACH - NON-EXEMPT SALARY FOR CUSTOMER SERVICE REPRESENTATIVE, \$41,579.20 (\$19.99 PER HOUR) BASED ON 2080 HOURS.

REQUESTING DEPARTMENT:

Human Resources

DIRECTOR'S AUTHORIZATION:

Edward Kemp, Utilities Director

SUMMARY:

THIS POSITION WILL BE FUNDED THROUGH THE FY 2025-2026 BUDGET ACCOUNTS:

44% - 903.00 - ELECTRIC
12% - 604.50 - WATER
12% - 704.50 - WASTE WATER
11% - 804.50 - WATER TREATMENT
11% - 904.50 - SEWER
10% - 146.20 - SANITATION

FOR MORE INFORMATION CONTACT:

EDWARD KEMP, GENERAL MANAGER
NAV ASHFORD, HUMAN RESOURCES DIRECTOR/CONSULTANT

SUGGESTED MOTION:

MOVE APPROVAL TO HIRE JEANNIE ROACH AS CUSTOMER SERVICE REPRESENTATIVE IN THE UTILITIES DEPARTMENT.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST AUTHORIZATION TO HIRE PERCY BURNELL AS A TEMPORARY - PART-TIME - CUSTODIAN IN THE CITY CLERK AND SANITATION DEPARTMENT.

AUTHORIZATION HISTORY:

THE CITY HALL AND SANITATION DEPARTMENTS HAVE EXPERIENCED REDUCED CUSTODIAL SERVICES SINCE THE CONCLUSION OF THE LAST CONTRACT FOR CUSTODIAL SERVICES.

OBTAINING QUOTES FROM OUTSIDE CONTRACTORS HAS REVEALED INSUFFICIENT SERVICE OFFERINGS, AVAILABILITY, OR RATES. THIS HAS RESULTED IN CITY HALL AND SANITATION GOING WITHOUT CUSTODIAL SERVICES.

HIRING PERCY BURNELL ON A TEMPORARY/SIX-MONTH TRIAL BASIS WILL PROVIDE THE CITY HALL AND SANITATION DEPARTMENTS WITH AN EMPLOYEE WHO HAS YEARS OF EXPERIENCE IN PUBLIC AND PRIVATE SECTOR JANITORIAL SERVICES AND WHO IS FAMILIAR WITH THE CITY'S QUALITY STANDARDS. HIRING HIM WILL REDUCE THE TIME IT HAS TAKEN TO SECURE A NEW CONTRACT AND PROVIDE A MORE COST-EFFECTIVE SOLUTION FOR CUSTODIAL SERVICES.

AMOUNT & SOURCE OF FUNDING:

PERCY BURNELL - ANNUAL SALARY OF \$18,200.00 (\$17.50 PER HOUR) BASED ON 1,040 HOURS ANNUALLY. THIS POSITION IS ELIGIBLE FOR RETIREMENT BENEFITS ONLY.

REQUESTING DEPARTMENT:

Human Resources

DIRECTOR'S AUTHORIZATION:

Joanna McLaurin, City Clerk
Chris Smiley, Sanitation Director

SUMMARY:

THIS POSITION WILL BE FUNDED THROUGH THE FY 2025-2026 BUDGET ACCOUNTS:

CITY CLERK - 001-142-430-108 75%

SANITATION - 022-322-440-114 25%

FUNDING IS AVAILABLE THROUGH FUNDS AVAILABLE FROM THE OPERATING BUDGET THAT WOULD BE USED TO PAY PRIVATE CONTRACTING COMPANIES TO PERFORM CUSTODIAL SERVICES.

FOR MORE INFORMATION CONTACT:

JOANNA MCLAURIN, CITY CLERK

CHRIS SMILEY, SANITATION AND ENVIRONMENTAL SERVICES DIRECTOR

NAV ASHFORD, HUMAN RESOURCES DIRECTOR/CONSULTANT

SUGGESTED MOTION:

MOVE APPROVAL TO HIRE PERCY BURNELL AS A TEMPORARY - PART-TIME - CUSTODIAN IN THE CITY CLERK AND SANITATION DEPARTMENT.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST AUTHORIZATION TO HIRE JAMIE JOHNSON AS STREET MAINTENANCE WORKER I IN THE STREET DEPARTMENT.

AUTHORIZATION HISTORY:

THIS IS A REPLACEMENT POSITION PREVIOUSLY HELD BY RYAN MINOR WHO RESIGNED.

AMOUNT & SOURCE OF FUNDING:

FUNDS ARE INCLUDED IN THE FISCAL YEAR 2025/2026 BUDGET.

REQUESTING DEPARTMENT:

Human Resources

DIRECTOR'S AUTHORIZATION:

Chris Williams , City Engineer

SUMMARY:

BUDGETED FROM LINE ITEM # 001-301-440-114

FOR MORE INFORMATION CONTACT:

CHRIS WILLIAMS, CITY ENGINEER
NAV ASHFORD, HR DIRECTOR/CONSULTANT

SUGGESTED MOTION:

MOVE APPROVAL TO HIRE JAMIE JOHNSON AS STREET MAINTENANCE WORKER I IN THE STREET DEPARTMENT.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Information Technology
AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST APPROVAL OF A LEASE AGREEMENT WITH CSPIRE FOR A CISCO / WEBEX CLOUD HOSTED PHONE SYSTEM FOR THE LOW QUOTE PRICE OF \$2,976.50 PER MONTH.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Information Technology

DIRECTOR'S AUTHORIZATION:

Joel Clements, Technology Director

SUMMARY:

FOR MORE INFORMATION CONTACT:

Joel C. Clements, Jr - 662-323-2525 ext 3127

SUGGESTED MOTION:



Order Form and Master Terms & Conditions

BILLING INFORMATION		
Customer Name		Sales Representative
CITY OF STARKVILLE		Joshua Emmons
Billing Address		Tax ID
110 W MAIN ST		646001082
City, State	Zip Code	Billing Contact Phone
STARKVILLE,MS	397592823	6623234813
Billing Contact Name		Billing Contact E-mail
Joel Clements, Jr.		joel.clements@cityofstarkville.org
Technical Contact		Technical Contact Phone
Joel Clements, Jr.		6623234813
Technical Contact Email		
joel.clements@cityofstarkville.org		

It has been explained to me and I understand that the prices listed on Exhibit A of this Order Form (the "Agreement") and in all other Company materials DO NOT INCLUDE taxes, franchise fees, and any other mandated regulatory charges. I understand that these charges will be added to my bill and that my bill will be larger than the package price due to these other charges.

This Order Form (i) hereby incorporates by reference the terms and conditions of the Master Terms and Conditions ("MTC"), the Master Service Level Agreement ("MSLA"), and all applicable Service Level Agreements, each of which are located at <https://www.cspire.com/business>, (ii) applies only to the Services or Products covered by this Quote and not to Services or Products covered by any other quote, statement of work, or order, and (iii) does not amend or supplement the terms of any other agreement.

This Order Form, the MTC, MSLA, Service agreements(s), and any other written documents attached hereto or incorporated herein are the "Agreement." Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the MTC.

Equipment that is not managed or owned by C Spire Business is the responsibility of the Customer and may result in an impact to service quality. C Spire Business support does not cover Customer-managed equipment. C Spire Business may provide professional services for configuration changes or troubleshooting for an additional fee, or can develop a proposal for replacement with managed infrastructure.

By signing below, I acknowledge that I have read, agree to, and accept the information listed above, below, and attached or incorporated herewith, including the terms and conditions stated herein and as referenced in the links provided herein.

PERSONS AUTHORIZED TO MAKE CHANGES TO THIS ACCOUNT			
NAME (1)	PHONE (1)	NAME (2)	PHONE (2)
NAME (3)	PHONE (3)	NAME (4)	PHONE (4)

Service Term	Term Acknowledgement (Initial)
36	

Service term is not applicable to Unbundled Software as defined in Section 2.2 of the Software Resale Service Agreement, found at www.cspire.com/office365, and the term shall be as outlined in section 1.3 of that same agreement.

Client Authorized Signature	Date
Client Name	Client Title

2
C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ brands. Affiliates include Telepak Networks, Inc., TekLinks, Inc., Harbor Communications, LLC, C Spire Health, LLC, Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, C Spire Governmental Data Solutions, LLC. and Troy Cablevision, Inc.

Exhibit A – Product and Services

City Hall: 110 W MAIN ST STARKVILLE,MS (City Limits: Yes)							
Item	Description	Service Type	Quantity	Billing Frequency	Monthly Per Unit	Monthly Cost	Upfront
Webex Calling	Webex Enhanced Calling	Add	44	Monthly	\$12.50	\$550.00	\$0.00
Receptionist Console	Desktop Client to Manage Calls	Add	1	Monthly	\$50.00	\$50.00	\$0.00
Phone	Cisco 9851 Phone Hardware as a Service	Add	30	Monthly	\$9.00	\$270.00	\$0.00
Call Recording	Entry Level Call Recording	Add	111	Monthly	\$7.00	\$777.00	\$0.00
Phone	Cisco 8832 Conference Phone Hardware as a Service	Add	4	Monthly	\$22.00	\$88.00	\$0.00
Location Totals:						\$1,735.00	\$0.00

Parks: 405 LYNN LANE, STARKVILLE, MS 39759 (City Limits: Yes)							
Item	Description	Service Type	Quantity	Billing Frequency	Monthly Per Unit	Monthly Cost	Upfront
Phone	Cisco 9851 Phone Hardware as a Service	Add	4	Monthly	\$9.00	\$36.00	\$0.00
Webex Calling	Webex Enhanced Calling	Add	13	Monthly	\$12.50	\$162.50	\$0.00
Location Totals:						\$198.50	\$0.00

PH HQ: 101 E LAMPKIN ST, STARKVILLE, MS (City Limits: No)							
Item	Description	Service Type	Quantity	Billing Frequency	Monthly Per Unit	Monthly Cost	Upfront
Phone	Cisco 9851 Phone Hardware as a Service	Add	33	Monthly	\$9.00	\$297.00	\$0.00
Webex Calling	Webex Enhanced Calling	Add	48	Monthly	\$12.50	\$600.00	\$0.00
Phone	Cisco 8832 Conference Phone Hardware as a Service	Add	2	Monthly	\$22.00	\$44.00	\$0.00
Location Totals:						\$941.00	\$0.00

Sanitation: 506 Doctor Douglas L. Conner Drive, Starkville, MS 39759 (City Limits: Yes)							
Item	Description	Service Type	Quantity	Billing Frequency	Monthly Per Unit	Monthly Cost	Upfront
Phone	Cisco 9851 Phone Hardware as a Service	Add	3	Monthly	\$9.00	\$27.00	\$0.00
Webex Calling	Webex Enhanced Calling	Add	6	Monthly	\$12.50	\$75.00	\$0.00
Location Totals:						\$102.00	\$0.00

Summary		
Location	Monthly	Total Upfront
City Hall: 110 W MAIN ST STARKVILLE,MS	\$1,735.00	\$0.00
Parks: 405 LYNN LANE, STARKVILLE, MS 39759	\$198.50	\$0.00
PH HQ: 101 E LAMPKIN ST, STARKVILLE, MS	\$941.00	\$0.00
Sanitation: 506 Doctor Douglas L. Conner Drive, Starkville, MS 39759	\$102.00	\$0.00

Monthly Billing Frequency Summary	
Location	Total
110 W MAIN ST STARKVILLE,MS	\$1,735.00
506 Doctor Douglas L. Conner Drive, Starkville, MS 39759	\$102.00

101 E LAMPKIN ST, STARKVILLE, MS	\$941.00
405 LYNN LANE, STARKVILLE, MS 39759	\$198.50
Monthly Total:	\$2,976.50

All Locations Totals	Total Monthly	Total Upfront
	\$2,976.50	\$0.00

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Pricing valid for 30 days from date of proposal. Taxes and fees not included.

Proposals that include 3rd party circuits or circuits off-net to C Spire's Network should be considered budgetary and may be subject to additional installation costs. If additional installation costs are required, Customer will have the option to revise or cancel the service agreement.

C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ brands. Affiliates include Telepak Networks, Inc., TekLinks, Inc., Harbor Communications, LLC, C Spire Health, LLC, Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, C Spire Governmental Data Solutions, LLC, and Troy Cablevision, Inc.

If this agreement includes Azure and/or AWS Services, the amount quoted is an estimate only. The actual amount billed and invoiced will be based on actual consumption as calculated by the public cloud provider.



MASTER TERMS AND CONDITIONS (FOR STATE AND LOCAL GOVERNMENT ENTITIES)

These Master Terms and Conditions for state and local government entities (“Terms and Conditions”) govern the provision of Services and Products by TekLinks, Inc. dba C Spire Business (“Company”) to the customer (“Customer”) named on a services quote, statement of work, or purchase order (each, an “Order”) that incorporates these Terms and Conditions by reference and is signed by Customer. Each Order, these Terms and Conditions, the Master Service Level Agreement (“Master SLA”), any specific Service Level Agreement (“Service Level Agreement”), if applicable (all of which can be found at <https://www.cspire.com/cms/business/resources/agreements-policies/>), and any other writing that by its terms is intended to be made a part of any such Order (collectively, this “Agreement”) collectively shall constitute an independent and separate contract between the parties for the services (“Services”) and the software, hardware and equipment (collectively, “Products”) specified therein. Services may include telecommunications services, managed information technology (“IT”) services, remote back up, Internet, hosting, infrastructure supply and support, consulting, or other services set forth in a signed Order. Products may include software or equipment developed by a party other than Company or in which any third party has intellectual property or other ownership rights (“Third-Party Software” or “Third-Party Equipment” as applicable), or other products manufactured or developed by parties other than Company, that are provided by Company as a reseller or sub-licensor. Company agrees to provide, and Customer agrees to purchase, the Services and Products described on the Order at the price, for the term, and on the other terms and conditions set forth herein and therein. This Agreement shall be effective and binding at the time of Company’s acceptance of the Order and shall be deemed dated the date accepted by Company, as indicated on the Order.

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1. TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES AND PRODUCTS.

1.1 TERM OF SERVICE. Services shall commence on the service commencement date (“Service Commencement Date”), which shall be the later of the estimated Service Commencement Date set forth in the Order or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated in the Order (the “Service Term”). Unless the Services consist of one-time implementation or consulting Services (collectively, “Professional Services”), following the

expiration of the Service Term, this Agreement shall automatically renew on a month-to-month basis (each a "Renewal Term" and collectively with the Service Term, the "Term"), unless cancelled by either party giving at least sixty (60) days written notice of termination prior to the end of the initial Service Term or unless the parties agree in writing to extend or renew the Agreement for a longer term. The parties acknowledge and agree that the estimated Service Commencement Date is an estimate only and that Company shall not be liable to Customer in any way for failure to commence the Service on or before such date.

1.2 FEES AND CHARGES. (a) Recurring Charges. Except as otherwise provided in any Applicable Tariff (as defined below) or the Order, the monthly recurring charge for each Service provided by Company during the Service Term shall be that charge stated on the Order, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Company's then standard charge for the same or similar services ("Monthly Service Charge"). Company shall invoice Customer for Services on a monthly basis for the Monthly Service Charge, and Customer's payment for each invoice shall be received by Company within forty-five (45) days of the invoice date ("Due Date"). The first Monthly Service Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. (b) Non-Recurring Fees. Except as expressly set forth to the contrary in an Order, all non-recurring charges for Professional Services and Products ("Non-Recurring Fees," and collectively with Monthly Service charges, "Fees") stated on the Order shall be due on the Due Date set forth in the Order, and any non-recurring installation charges stated on the Order shall be due on the Due Date of the first invoice. (c) Pass-Through Expenses. Unless an Order provides for a fixed cost, in addition to the Fees provided in the Order, Customer shall reimburse Company for its reasonable and documented out-of-pocket expenses, including without limitation, travel expenses, lodging, meals, shipping or other similar expenses, incurred by Company in performing the Services or providing the Products ("Expenses"). Any such Expenses will be billed at cost, invoiced monthly and paid as provided herein and in the Order. (d) Usage Fees. If Fees due under this Agreement are based on the number of users, volume of use, or other usage metrics, Company may, upon ten (10) days' advance written notice to Customer, audit Customer's use of the Services and increase billing for any and all usage-based fees to the extent, but only to the extent that thereupon Customer's fees paid match the level of use of the Services. Notwithstanding the foregoing, in no event will Customer's Fees for Services at any time fall below any minimums set forth in the Order. (e) Moves; Termination Fees. If Customer terminates a Service before the expiration of the Service Term due to a change of Customer's location, then Customer shall pay any applicable Termination Fees (as defined in Section 1.13(c)) in accordance with this Agreement. Notwithstanding the foregoing, however, and except for construction and equipment costs to deliver a custom-designed and engineered circuit(s) for fiber internet to Customer's facility, Company will waive the Termination Fees if Customer purchases another Service from Company for its new location that is of the same or greater value and subscribes to a new minimum contracted Service Term of at least twelve (12) months. (f) Missed Appointment Fees. If Company schedules an appointment with Customer to deliver or install Products or Services, Customer or its authorized representative must be available at Customer's location for the scheduled appointment date and time to grant Company access or to accept delivery of the Products or Services, or to work with Company's technician to activate Service. If Customer fails to have an authorized representative available at the scheduled appointment time, Company's technician will attempt to contact Customer or its authorized representative by phone for up to fifteen (15) minutes after which time the appointment may be rescheduled. Company reserves the right to charge Customer a reasonable appointment rescheduling fee. Such appointment rescheduling fee must be paid before the appointment is rescheduled.

1.3 PAYMENT METHODS. Company will accept payments from Customer using any of the following payment methods: (a) check mailed to Company at the payment address set forth in the Order, (b) Electronic Funds Transfer ("EFT") using the CTX (Corporate Trade Exchange) format, and (c) VISA, MasterCard, and American Express, subject to a 3% convenience fee.

1.4 APPLICABLE TARIFFS. For certain telecommunications Services, this Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to certain telecommunications Services covered by this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), are incorporated herein by reference. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs. Company is a Competitive Local Exchange provider. Analog lines purchased from Company are subject to the applicable state tariffs. Company may, as a billing convenience to Customer, acquire and invoice to Customer analog lines from the local provider in the region. In such cases, Company is not the provider of services. Company renders this invoice service to Customer to support consolidated billing for Customer's convenience. Rates for analog lines fluctuate over time and are subject to change upon thirty (30) days' written notice to Customer.

1.5 LATE FEES; SUSPENSION OF SERVICE. (a) Late Fees. If any invoice for Products or Services is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law ("Late Fee"). (b) Suspension of Service. If Customer fails to pay all amounts owed to Company under an Agreement when due, then upon at least ten (10) business days' prior written notice to Customer, and in addition to any other remedies available at law or in equity, Company may suspend Services under an Agreement until full payment is made. Company further reserves the right to retain any Customer Equipment stored in any Company facilities as part of rendered Services until full payment is made. Customer shall pay a reasonable reactivation fee for Service restoration, to be determined by Company. Company's right to suspend Services and retain Customer Equipment under this Section is in addition to Company's right to terminate an Agreement for non-payment.

1.6 EQUIPMENT. (a) Equipment. Company equipment located at Customer's premises and either leased from or furnished by Company ("Company Equipment") remains the property of Company. Customer agrees to maintain all Company Equipment located at Customer's premises in a reasonable operational environment, including without limitation the provision of reasonable lighting, HVAC, security, custodial services, and all minimum requirements set forth in any applicable Order. Customer shall not allow any lien or encumbrance to be placed on any Company Equipment at any time and shall maintain any Company identification tags or other markings placed on the Company Equipment by Company. (b) Ownership and Risk of Loss. Customer bears all risk of loss of, theft of, casualty or damage to the Company Equipment and any equipment purchased by Customer from Company ("Customer Equipment"), from the time it is shipped or delivered to Customer's location and, with respect to Company Equipment, until recovered by or returned to Company. If any Company Equipment is damaged or defaced while at Customer's premises, or is returned to Company damaged or defaced, Customer will be responsible for repair or replacement fees for the damaged or defaced Company Equipment. If any such Company Equipment cannot be recovered from Customer's premises or returned by Customer to Company at the end of the Term, then Customer will pay Company its cost of purchasing the Company Equipment.

1.7 TAMPERING WITH CONFIGURED EQUIPMENT. The Company Equipment and the equipment purchased by Customer from Company ("Customer Equipment") may be configured exclusively for Customer's use of the Service purchased. Unless expressly authorized by Company, Customer shall not tamper with the Equipment or modify its configuration. Customer agrees not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate the Service should Customer tamper with the Equipment, and in such case, Customer shall be responsible for all outstanding balances due for the Service, unbilled charges under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

1.8 LAWFUL AND NON-FRAUDULENT USE OF SERVICES. Customer agrees to use the Services only for lawful purposes. Customer will not use the Services for any unlawful, abusive, or fraudulent purpose, including, without limitation, using the Services: (a) in any manner that threatens the integrity, performance or availability of the Service to others; (b) in any manner that avoids Customer's obligation to pay for the Service; (c) for transmitting or receiving any communication or material of any kind when in Company's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or internal law, or (ii) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. If Company has reason to believe that Customer, its employees, agents, representatives or anyone using the Services or Products provided to Customer (collectively, "Customer Parties") is using the Service in violation of this Section, abusing the Service or using it fraudulently or unlawfully, Company reserves the right to terminate, suspend or restrict the Service immediately and without advance notice to Company. If Company terminates for such violations, Customer shall be responsible for all outstanding balances due for the Service, unbilled Fees under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

1.9 USE OUTSIDE UNITED STATES. While Company encourages use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Products are intended for use only in the United States. If Customer removes Products to a country other than the United States and uses the Service from there, Customer does so at Customer's own risk including the risk that such activity violates the laws of the country where Customer does so. Customer is liable for any and all use of the Service and Products by Customer and any Customer Parties and agrees to indemnify and hold harmless Company from any and all liability for any such use. Should removal of Products from the United States violate any export control law or regulation, Customer will be solely liable for such violation and agrees to indemnify and hold Company harmless from any and all liability associated with such violation. If Company determines that Customer is using the Service from outside the United States, Company reserves the right to terminate the Service immediately and without advance notice, and Customer shall be responsible for all outstanding balances due for the Service, unbilled charges under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

1.10 NO RESALE OR TRANSFER. Customer is prohibited from reselling or transferring the Services or Products (other than Customer Equipment) to any other person for any purpose, without the express prior written consent of Company. In addition, Customer is prohibited from using the Service or Products for any uses that result in excessive usage inconsistent with normal business usage patterns. If Company determines, in its sole discretion, that Customer is reselling or transferring the Service or Products (other than Customer Equipment), then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred. Customer is liable for any and all reselling or transferring of the Service and Products by Customer and any Customer Parties, and Customer agrees to hold Company harmless from and against any and all liability associated with such use.

1.11 NETWORK MANAGEMENT. Company uses reasonable network management practices to protect the network from harmful elements such as viruses, malicious Internet traffic and spam, to ensure Customer compliance with this Agreement, and to avoid network congestion in order for Company to provide the best possible service for the most customers. Company may, among other things and without advance notice, prioritize the usage of the small percentage of customers who use the highest amount of data below that of other customers during "peak times" or locations experiencing network congestion. Company's network management practices change frequently due to

the evolving nature of Internet, and may be viewed on the Network Management Policy located on <https://www.cspire.com/cms/wireless/policies-agreements/>, which is incorporated herein by reference.

1.12 INTELLECTUAL PROPERTY RIGHTS. (a) Company Rights. Except for any rights expressly granted herein, the Agreement does not transfer from Company to Customer any right, title or interest in or to any technology, which Company uses to provide the Services ("Company Technology"). All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Company are and shall remain the exclusive property of Company, and nothing in this Agreement shall grant Customer the right or license to use any of such Marks. Customer acknowledges that the Services and Marks are the exclusive property of Company. Company or its licensors, as applicable, retain all intellectual property rights in and to all and any part of the Services, Marks and the Company Technology used to provide the Services ("Intellectual Property Rights"). Customer shall not acquire hereunder any right, title, or interest in the Services, except the right to use them in accordance with this Agreement. (b) Customer Rights. Except for any rights expressly granted in this Agreement, this Agreement does not transfer from Customer to Company any right, title or interest in or to any process, system, software, service, or device in which Customer has any Intellectual Property Rights or other ownership or use rights ("Customer Technology"). Except for any rights expressly granted in this Agreement, this Agreement does not transfer to Customer any right, title, or interest in or to any Third-Party Software or Intellectual Property Rights therein, and all right, title, and interest therein remains with the party providing the same, or with the Third-Party Software owner, as appropriate. If Customer decides to use the Service through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, Customer warrants and represents that it possess all required rights, including software and/or firmware licenses, to use the interface device with the Service, and Customer will indemnify and hold harmless Company from and against any and all liabilities arising out of Customer's use of such interface device with the Services. Customer shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the Service Software. (c) Services Software. Where applicable, Company may install certain Third-Party Software and Company Technology on Equipment in Customer's network to deliver Services (collectively, "Services Software"). Company has a license or other rights to allow use of such Services Software to deliver the Services. Company hereby grants to Customer a limited, non-exclusive, non-transferable, personal license to use the Services Software on the Equipment for the Term of this Agreement and strictly in accordance with this Agreement subject to all applicable Third-Party Software license terms and requirements. If Customer decides to use Services through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, Customer warrants and represents that it possess all required rights, including software and/or firmware licenses, to use the interface device with Services, and Customer will indemnify and hold harmless Company from and against any and all liabilities arising out of Customer's use of such interface device with Services. Customer shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the Service Software. (d) General Knowledge. Customer may obtain Services and Products directly from third parties, and Company may provide services, products, and Company Technology to third parties, without restriction or accounting to the other party. (e) Derivative Works. If Customer, at any time during the Term, provides Company with comments, suggestions or other feedback (collectively, "Feedback"), Company's use of Feedback will not cause any documentation incorporating or derived from such Feedback to be licensed to or otherwise shared with Customer or any third party. If Customer is deemed to own any Feedback, Customer hereby grants to Company a nonexclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide license to use, disclose, modify, reproduce, license, distribute, practice, commercialize, further develop and otherwise freely exploit without restriction or payment of any kind all such Feedback.

1.13 CONFIDENTIALITY; NON-DISCLOSURE; CPNI.

(a) Non-Disclosure Agreement. If the parties have executed a separate Confidentiality and Non-Disclosure Agreement (“NDA”), the terms and provisions of such NDA are incorporated herein by reference, and the parties agree that such NDA sets forth the obligations and responsibilities of the parties with regard to the use, treatment, and disclosure of certain confidential and proprietary information of the parties. If there is a conflict between the terms of the NDA and the terms of an Agreement, the terms of the NDA shall govern and control to the extent of such conflict. The terms of the NDA shall survive the expiration or termination of an Agreement for any reason in accordance with the NDA’s terms and conditions. The parties agree to cause any and all of their subcontractors and sub- servicers, if any, to observe the terms and provisions of the NDA as though they were parties thereto, and the parties shall be responsible for any breach of the NDA by or on behalf of their subcontractors or sub-servicers. Notwithstanding the foregoing, should the NDA expire or terminate while an Agreement is still in effect, the terms, conditions, representations, warranties, covenants, and agreements contained in the NDA will nevertheless apply to an Agreement.

(b) Confidential Information. If the parties have not executed a separate NDA, the terms of this Section 1.14(b) through Section 1.14(f), inclusive, will apply. Each party acknowledges that it and its employees, agents, representatives and contractors, and their respective successors and assigns (collectively, “Receiving Party”) may be exposed to or acquire information that is proprietary or confidential to the other party (“Disclosing Party”) in connection with the performance of this Agreement (“Confidential Information”). The Receiving Party shall hold such Confidential Information in strict confidence and shall not use or disclose any such Confidential Information to any third party other than as required to perform an Agreement. Confidential Information includes, without limitation: (i) any technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, business or work processes and procedures, instructions, and other data relating to the Disclosing Party’s business, services or products, the development, production of any work done specifically for the Customer; (ii) the business plans and financial information of the Disclosing Party, regardless of whether such information would be protected at common law; and (iii) such other information that, due to its nature, the Receiving Party knows or should have known the same was the proprietary or confidential information of the Disclosing Party. Each party will cause any and all persons or entities that have access to Confidential Information by or through such party, including (without limitation) any Receiving Party, to observe and comply with the terms of such party’s confidentiality obligations hereunder as if they were parties hereto. Customer’s Feedback relating to Services and Company Technology, even if designated as confidential by Customer, shall not, absent a separate written agreement, create any confidentiality obligation for or upon Company, and Company will own and may utilize the same in accordance with Section 1.9. The financial terms of this Agreement that are not otherwise publicly available may not be disclosed to any third party, except to a party’s legal or accounting firms or as required by regulators with jurisdiction over Customer’s or Company’s businesses, without the prior written consent of the Disclosing Party.

(c) Non-Confidential Information. Notwithstanding Section 1.10(b), Confidential Information does not include the following: (i) information that at the time of disclosure is or was, without fault of the Receiving Party, available to the public by publication or otherwise; (ii) information that the Receiving Party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the Disclosing Party; (iii) information received from a third party with the right to transmit same without violation of any confidentiality agreement; and (iv) information that must be disclosed pursuant to court order or by legal or administrative process; provided, however, that if information must be disclosed pursuant to court order or by legal or administrative process, the Receiving Party shall inform the Disclosing Party of such requirement (unless prohibited by law) and shall cooperate with the Disclosing Party in seeking a protective order or other limitation on disclosure.

(d) Nonpublic Personal Information. To the extent that any Confidential Information of Customer obtained by Company is Nonpublic Personal Information (as that term is defined by the Gramm-Leach-Bliley Act (“GLBA”)) and Company is a service provider, Company covenants and agrees that it will implement or has implemented security

measures designed to: (i) ensure the security and confidentiality of Nonpublic Personal Information about Customer's employees or consumers served directly or indirectly by or through Customer (each, a "Consumer"); (ii) protect against any anticipated threats or hazards to the security or integrity of such Nonpublic Personal Information; (iii) protect against unauthorized access to or use of such Nonpublic Personal Information that could result in substantial harm or inconvenience to any Consumer; and (iv) ensure proper disposal of such Nonpublic Personal Information. As a service provider, Company will implement written security and disaster recovery plans consistent with industry standards. Company will comply with all applicable laws and regulations regarding the security, handling, use and disclosure of such Nonpublic Personal Information in its role as a service provider. Upon termination of any Agreement pursuant to which Company obtains Nonpublic Personal Information, Company shall delete and erase from Company's systems all such Nonpublic Personal Information relating to this Agreement and shall certify in writing to Customer that all such Nonpublic Personal Information has been deleted and erased in accordance with applicable laws.

(e) HIPAA. The parties shall comply with all federal and state regulations regarding the use and disclosure of Protected Health Information, as that term is defined at 45 C.F.R. § 160.103 ("PHI"), including, but not limited to the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If Company will have access to the PHI of Customer's patients or employees, Company will execute its form Business Associate Agreement in favor of Customer, as a covered entity under HIPAA. Upon termination of any Agreement pursuant to which Company obtains PHI, Company shall delete and erase from Company's systems all such PHI relating to this Agreement and shall certify in writing to Customer that all such PHI has been deleted and erased in accordance with applicable laws.

(f) CPNI. The Federal Communications Commission ("FCC") has established rules related to Customer Proprietary Network Information ("CPNI") as codified in 47 C.F.R. 64.2010. The rules require procedures to verify and authenticate customers before providing access to CPNI, which includes call detail and certain billing information. Company is committed to customer privacy and security of customer information and our privacy practices are described in further detail at cspire.com/privacypolicy.com. Company's authentication and verification practices with respect to CPNI access are similar for our residential and business customers. However, because Company and Customer have executed this contractual business relationship and Customer has access to a Company dedicated representative, pursuant to the FCC's rules, Company may implement different requirements regarding the authentication procedures to be used to verify authorized users prior to providing access to Customer's CPNI. In all cases, this business relationship with Company will reflect Company's long-standing protection of customer account information and our practices of not using or disclosing such information except to provide services or as permitted or required by law. These authentication procedures, which will result in a password selected by a representative of Customer to protect their on-line account, may include, but are not limited to: (1) verification via a PIN code sent to a Customer's mailing address or email address that has been on file with Company for more than 30 days; (2) verification of Customer's email address via multi-factor authentication; and (3) authentication through an authorized administrator of Customer requesting CPNI access for another representative of Customer. In certain situations, Company may verify and authenticate a Customer representative's authority to discuss account information through communications with the person claiming to be the account holder, or based on the personal relationship between the Company representative and the Customer representative.

(g) Press Release. Company may publicly refer to Customer, orally and in writing, as a customer of Company and may refer to the publicly releasable titles of any Order with Customer. Any other reference to Customer by Company may be made only in accordance with this Section. The parties shall consult with each other in preparing any press release, public announcement, case study or other form of release of information concerning an Agreement or the transactions contemplated hereby that is intended to provide such information to the news media or the public (a "Press Release"). Neither party may issue or cause the publication of any such Press Release without the prior written

consent of the other party. However, nothing herein prohibits either party from issuing or causing publication of any such Press Release to the extent that such action is required by applicable law or the rules of any national stock exchange applicable to such party or its named affiliates, in which case the party wishing to make such disclosure will, if practicable under the circumstances, notify the other party of the proposed time of issuance of such Press Release and shall consult with and allow the other party reasonable time to comment on such Press Release in advance of its issuance.

1.14 **VENDOR TERMS OF USE.** Company does not develop or manufacture any Products but is an authorized reseller and sub-licensor of certain Third-Party Software and Third-Party Equipment provided by third-party vendors, manufacturers and developers unrelated to Company (collectively, "Vendors"). All Intellectual Property Rights relating to Products are and shall remain the exclusive property of Vendors or their licensors. Vendor terms and conditions of sale or license may apply to Products provided by Company to Customer under this Agreement, and such Vendor terms and conditions are incorporated herein by reference.

1.15 **LIMITED WARRANTIES ON PROFESSIONAL SERVICES.** Company warrants and covenants that Professional Services will be performed: (a) in accordance with the terms of the applicable Order, including the location, time, and manner for performing the Services; (b) in a workmanlike manner and in accordance with generally accepted professional practices, using qualified Company Parties; and (c) in accordance with any plans, drawings, or specifications furnished to Company, if any. In the event of a breach of this warranty, as Customer's exclusive remedy, Company will re-perform the defective Professional Services at no charge to Customer within a reasonable time or within the limits of the Master SLA or any applicable Service Level Agreement under an Order.

1.16 **DISCLAIMER OF WARRANTIES ON SERVICES.** EXCEPT AS EXPRESSLY SET FORTH ABOVE WITH RESPECT TO PROFESSIONAL SERVICES, AND EXCEPT TO THE EXTENT SUCH DISCLAIMERS ARE PROHIBITED UNDER APPLICABLE LAW, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY, OR LOSS OF CONTENT, DATA, OR INFORMATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY, ITS AGENTS OR EMPLOYEES WILL IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTIES OR LIMIT ANY DISCLAIMER OF WARRANTIES UNDER THIS AGREEMENT. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICES, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. COMPANY DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON COMPANY'S BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT.

1.17 **DISCLAIMER OF WARRANTIES ON PRODUCTS.** COMPANY IS NOT THE DEVELOPER OR MANUFACTURER OF ANY EQUIPMENT, HARDWARE, SOFTWARE, SERVICE SOFTWARE OR OTHER PRODUCTS, INCLUDING WITHOUT LIMITATION ANY PRODUCTS PROVIDED UNDER THIS AGREEMENT. UNLESS PROHIBITED UNDER APPLICABLE LAW, CUSTOMER AGREES TO LOOK SOLELY TO THE VENDORS OF PRODUCTS PROVIDED HEREUNDER FOR ANY REMEDY. ALL PRODUCTS ARE BEING MADE AVAILABLE AND PROVIDED TO CUSTOMER ON AN "AS IS" BASIS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER BY COMPANY. EXCEPT TO THE EXTENT SUCH DISCLAIMERS ARE PROHIBITED BY APPLICABLE LAW, COMPANY MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES WITH RESPECT TO PRODUCTS, EXPRESS OR IMPLIED, INCLUDING THE ADEQUACY, AVAILABILITY, STABILITY, UTILITY, INTEGRITY OR QUALITY OF THE PRODUCTS, WHICH WERE MANUFACTURED OR DEVELOPED BY THIRD-PARTY VENDORS, LICENSORS OR SUPPLIERS. UNLESS PROHIBITED UNDER APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS

FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING. COMPANY DOES NOT WARRANT THAT THIRD-PARTY SOFTWARE OR SERVICE SOFTWARE WILL PERFORM UNINTERRUPTED, ERROR FREE OR VIRUS FREE, NOR DOES COMPANY WARRANT THAT THE SAME WILL MEET CUSTOMER'S REQUIREMENTS OR RESULT IN INCREASED REVENUES OR PROFITS OF CUSTOMER. COMPANY HAS NO LIABILITY FOR VIOLATION OF LAWS BY CUSTOMER OR OTHER USERS OF PRODUCTS. UNLESS PROHIBITED UNDER APPLICABLE LAW, CUSTOMER HEREBY RELEASES COMPANY FROM ANY AND ALL CLAIMS FOR BREACH OF WARRANTY ARISING OUT OF CUSTOMER'S OR ANY CUSTOMER PARTIES' USE OF PRODUCTS. To the extent allowed by the Vendor of any Products, Company shall pass through to Customer all end-user warranties, indemnities and guarantees relating to the Products, if any, including without limitation any indemnities or warranties regarding infringement claims related to Third-Party Software and Third-Party Equipment. To the extent Company is not permitted to pass such warranties or indemnities through to Customer, Company agrees to enforce such warranties and indemnities, if any, on behalf of Customer at Customer's request and expense.

1.18 LIMITATION OF LIABILITY. UNLESS PROHIBITED UNDER APPLICABLE LAW, COMPANY'S LIABILITY TO CUSTOMER ON ACCOUNT OF ANY ACT OR OMISSION OF COMPANY OR ANY COMPANY PARTIES OR RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING IF APPLICABLE, SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES INCURRED BY CUSTOMER ARISING OUT OF OR RELATED TO COMPANY'S PERFORMANCE OF THIS AGREEMENT AND SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SERVICE GIVING RISE TO THE CLAIM OF LOSS FOR THE AFFECTED TIME PERIOD. UNLESS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR THIRD-PARTY DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, LOSS OF USE OF EQUIPMENT, AND LOSS FROM INTERRUPTION OF BUSINESS, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. COMPANY AND COMPANY PARTIES AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF CUSTOMER'S SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

COMPANY WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION OR DEGRADATION OF SERVICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: (A) ACTS OR OMISSIONS OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; (B) THE EQUIPMENT, NETWORK, OR FACILITY FAILURE; (C) THE EQUIPMENT, NETWORK, OR FACILITY UPGRADE OR MODIFICATION; (D) OUTAGE OF CUSTOMER'S BROADBAND SERVICE PROVIDER; (E) CUSTOMER'S AND CUSTOMER PARTIES' ACTS OR OMISSIONS; OR (F) ANY OTHER CAUSE THAT IS BEYOND COMPANY'S CONTROL INCLUDING, BUT NOT LIMITED TO, FAILURE OF OR DEFECT IN ANY EQUIPMENT OR PRODUCTS, THE INABILITY OF THE SERVICE CONNECTIONS TO BE COMPLETED, OR THE DEGRADATION OF SERVICE QUALITY. WITH RESPECT TO COPPER-BASED INTERNET SERVICES, COPPER-BASED INTERNET RELIES ON COPPER AVAILABILITY FROM A THIRD PARTY. IF COPPER AVAILABILITY FROM A THIRD PARTY SHOULD CEASE, COMPANY RESERVES THE RIGHT TO TERMINATE CUSTOMER'S INTERNET SERVICE BY PROVIDING CUSTOMER SIXTY (60) DAYS WRITTEN NOTICE OF TERMINATION. FURTHERMORE, COMPANY WILL NOT BE LIABLE TO CUSTOMER OR OTHERS FOR ANY DAMAGES ARISING FROM THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION, OR MESSAGE TRANSMITTED OR RECEIVED BY CUSTOMER, ANY CUSTOMER PARTIES OR ANY PERSON USING THE SERVICE OR EQUIPMENT PROVIDED TO CUSTOMER, OR LOSSES RESULTING FROM ANY GOODS OR SERVICE PURCHASED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. ADDITIONAL LIMITATIONS MAY BE OUTLINED IN THE ORDER. THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT SHALL BE ON A CUMULATIVE BASIS AND NOT PER INCIDENT.

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UNLESS PROHIBITED UNDER APPLICABLE LAW, COMPANY'S AGGREGATE LIABILITY FOR: (A) ANY FAILURE OR MISTAKE, (B) ANY CLAIM WITH RESPECT TO COMPANY'S PERFORMANCE OR NONPERFORMANCE HEREUNDER, OR (C) ANY ACT OR OMISSION OF COMPANY HEREUNDER SHALL IN NO WAY EXCEED THE CHARGES FOR THE SERVICE FOR THE AFFECTED TIME PERIOD.

1.19 REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement as set forth in Section 1.20, (b) exercise any other right or remedy which may be available to it under this Agreement and applicable law; and (c) terminate, restrict or suspend any Service and retrieve any Products (other than Company Equipment) from Customer's premises. Customer shall be liable for all fees and other costs and expenses resulting from Customer's default and the exercise of Company's remedies as permitted under applicable statutory law. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights.

TERMINATION. (a) Termination for Cause. Company reserves the right to cancel and terminate Service immediately and without advance notice if Company deems such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (i) Customer refuses to furnish information or furnishes false information that is essential for billing, or pertains to Customer's use of the Service and Products; (ii) Customer's Monthly Service Charges exceed established parameters based on Customer's history of usage, which may indicate a likelihood of non-payment or fraud; (iii) Customer has been given notice by Company of any past due Fees and such amount remains unpaid, in whole or in part; (iv) Customer refuses to pay Fees by the Due Date when billed for the Service and Products; (v) Customer uses, or attempts to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use the Service by rearranging, tampering with, or making connections to the Service in an unauthorized manner, or using fraudulent means or devices; (vi) Customer acts in a manner that is threatening, obscene, or harassing to Company personnel; (vii) Customer is insolvent or has a petition in bankruptcy filed against it; (viii) Customer is adjudicated a bankrupt; (ix) Customer makes a general assignment for the benefit of its creditors; (x) Customer has a receiver, trustee or agent appointed with respect to its business or any significant portion thereof; (xi) Customer ceases to do business in any manner that would affect Company's performance under this Agreement; (xii) Customer fails to comply with any applicable laws in connection with its activities under this Agreement; or (xiii) Customer is in breach of any other provision of an Agreement and fails to correct and cure such breach within thirty (30) days after the written notice of such default from Company ("Termination of Cause"). Customer shall have the right to terminate this Agreement if Company is in material default of any provision of this Agreement and fails to correct and cure such breach within thirty (30) days after Customer provides written notice of such default ("Company Default"). (b) Termination Fees. Upon termination of this Agreement for any reason, Customer shall be obligated to pay to Company all Fees and other amounts due up to the effective date of termination ("Outstanding Amounts"). If Fees are calculated on a monthly, quarterly or other periodic basis, then Customer shall be liable for the pro-rata portion thereof up to the effective date of termination. Upon a Termination for Cause by Company, or an early termination by Customer without cause ("Early Termination"), in addition to Outstanding Amounts, Customer also shall be obligated to pay to Company all Fees and other amounts (including any residual amount) for the remainder of the Term that would have been paid had this Agreement not been terminated (such sum being the "Early Termination Fees" or "ETFs"). Upon a termination for a Company Default by Customer, no ETFs will be owed. (c) Effect of Termination. Upon

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termination or expiration of this Agreement, Customer will no longer have access to, or be able to use the Service and Products (other than Customer Equipment) except as Customer may require and Company shall allow, acting reasonably and in good faith, to facilitate Customer's move to another service. Upon termination or expiration of this Agreement, Customer is responsible for: (i) making any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in Customer Equipment and provided by Company as part of the Service (collectively, "Service Software") and any Company Equipment located at Customer's location available to Company for uninstallation and return to Company; and (ii) providing Company with access to Customer's location for the purpose of retrieving any Service Software and Company Equipment. Fees owed by Customer to Company for Services and Products shall continue under this Agreement until such time as Customer has notified Company in writing that Customer has made all such Service Software and Company Equipment available for retrieval by Company or has returned the same to Company as required pursuant to an Order. Company will make available to Customer any archive, backup, or copies of data for thirty (30) days after notice of termination, after which time said archive, backup, or copies of data will be deleted from Company systems and irrevocably lost.

1.20 **FORCE MAJEURE.** Neither party will be liable for any delay or failure in performance under this Agreement due to any cause that is beyond its reasonable control and for which it is without fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, cable cuts, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless such redundant power systems are also affected by such condition, unusually severe weather conditions, fuel or energy shortages, inability to secure products or services of other persons or transportation facilities, acts or omissions of transportation common carriers, or other causes beyond a party's reasonable control, whether or not similar to the foregoing (collectively, "Force Majeure Events"). The parties agree that the party whose performance is affected by the Force Majeure Events shall use commercially reasonable efforts to minimize the delay caused by the Force Majeure Events. In the event the delay caused by a Force Majeure Event lasts for a period of more than thirty (30) days, the parties shall negotiate an equitable modification to this Agreement. If the parties are unable to agree upon an equitable modification within fifteen (15) days after such thirty (30) day period has expired, then either party will be entitled to serve thirty (30) days' notice of termination on the other party with respect to this Agreement.

1.21 **ASSIGNMENT.** This Agreement and any contractual rights or remedies available to Company hereunder shall be freely assignable, in whole or in part, by Company. Additionally, Company may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customer shall not assign this Agreement or its rights hereunder without the prior written consent of Company to such assignment. Any such transfer without such consent of Company is void.

1.22 **SITE REVIEW.** Provision of Services may be subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect Company's ability to provide Services to the site, or the review may uncover that bandwidth upgrades are necessary to provide Services. In such cases, a new or amended Agreement may be required for Company to provide Services, such Agreement to be approved by both parties.

1.23 **GOVERNING LAWEQUITABLE RELIEF.** This Agreement shall be binding when accepted in writing by Company and shall be governed by the laws of the state of the governmental entity Customer without regard to its conflict of laws principles. TO THE EXTENT ALLOWED BY LAW, THE PARTIES WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, EITHER TO JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR TO

ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT OR OTHER PROCEEDING. IF ANY SUIT OR ACTION IS NECESSARY TO ENFORCE OR INTERPRET THE TERMS OF AN AGREEMENT, THE PREVAILING PARTY WILL BE ENTITLED TO REASONABLE ATTORNEYS' FEES AND COSTS AS PERMITTED UNDER APPLICABLE LAW, IN ADDITION TO ANY OTHER RELIEF TO WHICH SUCH PARTY MAY BE ENTITLED. The provisions of this Section shall survive the termination of this Agreement and the use of the Services and Products pursuant hereto.

1.24 COMPLIANCE WITH LAWS. Customer agrees to comply with all laws, regulations, and orders relating to this Agreement and the use of the Services and Products. Customer agrees and acknowledges that it is solely responsible for the payment of all license or other fees and other as required by law for the Services and Products. This provision shall survive the termination of this Agreement and the use of the Services and Products pursuant hereto.

1.25 NO SOLICITATION. During the Term of an Agreement and for a one (1) year period immediately following the termination or expiration of an Agreement, neither party shall, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in, or promote the solicitation of any employee of the other party to leave such employment, or hire or engage such employee; provided, however, that nothing in an Agreement shall prohibit either party from offering employment to or hiring any employee of the other party in response to notices of employment addressed to the general public and not to the other party's employees in particular..

1.26 INDEPENDENT CONTRACTOR; SUBCONTRACTOR. Company will perform all Services solely in Company's capacity as an independent contractor and not as an employee, agent or representative of Customer. Company will not be entitled to any privileges or benefits that Customer may provide to its employees. Company may utilize subcontractors or suppliers to perform all or any portion of the Services or to provide any Products under an Agreement, but Company shall at all times remain primarily liable to Customer under such Agreement. Company may utilize subcontractors or suppliers to perform all or any portion of the Services or to provide any Products under this Agreement, but Company shall at all times remain primarily liable to Customer under this Agreement. If Customer requests Company to utilize a Customer-designated subcontractor or supplier for any of the Services or Products to be provided by Company, Customer shall provide to Company a written request for the same including any information reasonably required by Company and evidence of the insurance coverage required under this Agreement. Company shall have the right, acting in good faith, to accept or reject such Customer-designated subcontractor or supplier. Consent by Company to use a Customer-designated subcontractor or supplier shall not constitute a waiver of any right of Company to reject defective subcontractor Services or Products, and Company shall retain all such rights under its subcontract.

1.27 WAIVER. No waiver of any provision, right or remedy contained in this Agreement, including the terms of this Section, is binding on, or effective against, a party unless expressly set forth in writing and signed by such party's authorized representative. Customer expressly agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance or trade usage. Customer expressly agrees and acknowledges that reliance on any waiver without Company's written consent is unreasonable. Waiver by Company of any breach shall be limited to the specific breach so waived and shall not be construed as a waiver of any subsequent breach. Company's approval or consent to any action proposed by Customer will not be considered an agreement to the propriety, fitness or usefulness of the proposed action, and will not affect Customer's obligation to strictly comply with this Agreement.

1.28 ENTIRE AGREEMENT. Subject to any Applicable Tariff, this Agreement correctly sets forth the entire agreement between Company and Customer with respect to the Services and Products to be provided by Company

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to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control.

1.29 INTERPRETATION OF CONFLICTING TERMS. In the event of a conflict between or among the terms of the components of this Agreement, the following order of precedence shall control: if applicable, an Agreement Addendum, the SLA, the Master SLA, the Service Agreement, these Terms and Conditions, the Order and any other document made a part of the Agreement.

1.30 AMENDMENT. Company reserves the right to modify these Terms and Conditions, the Master SLA, and any specific Service Level Agreement, by posting such changes on its website at <https://www.cspire.com/cms/business/resources/agreements-policies/>. Company will notify Customer of any material changes in writing. Changes will not apply retroactively but will become effective upon notification. If after receiving notice Customer does not agree to the modifications to the Agreement, Customer and Company will work in good faith to resolve the conflict within thirty (30) days. After which, if the conflict is not resolved to the satisfaction of Company and Customer, Customer may terminate the Agreement with twelve (12) months' written notice to Company of its wish to terminate due to the modification. Notwithstanding anything herein to the contrary, Company will not materially reduce the functionality or service levels applicable to any Service during the then current Term (excluding any Renewal Terms that begin after the date of the change) of the Agreement for such Service without first obtaining Customer's written consent.

1.31 MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer agrees that the Services and Products will be used primarily for commercial purposes and will not be used primarily for personal, family or household use. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and Products and the rights of Company to take action necessary to remain in compliance with any Applicable Tariff or license, including its right to retake possession of or disable the Services and Equipment, all as more particularly set for herein, shall survive the termination of this Agreement and discontinuation of the Service.

1.32 NOTICES. Except as otherwise provided under an Agreement, all notices, demands, or requests to be given by a party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered (or the date of written refusal to accept delivery) in person, by courier service, by postage prepaid United States certified mail, return receipt requested, or electronic mail or fax with follow up copy by one of the other methods, and addressed to Customer at the address and contact specified in the Order, and if to Company, addressed to the General Manager, with a copy to General Counsel, respectively, as follows:

C Spire Business
Attention: General Manager
1018 Highland Colony Parkway, Suite 500
Ridgeland, MS 39157

C Spire Business
Attention: General Counsel
1018 Highland Colony Parkway, Suite 700
Ridgeland, MS 39157

2. SPECIFIC TERMS APPLICABLE TO VOIP SERVICES.

The following additional Terms and Conditions are applicable only to Voice Over IP ("VoIP") Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 2, with respect to VoIP Services only, the Terms and Conditions set forth in this Section 2 shall control.

2.1 911 SERVICES. The 911 emergency service provided in connection with Company's VoIP Service is different from traditional 911 service. When Customer dials 911 on Customer's phone using Company's VoIP Service, the call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address Customer listed at the time Customer registered for the VoIP Service or other back-up emergency answering services. Company relies on third parties for the forwarding of information underlying such routing, and accordingly Company and its third-party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition, the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Company for the particular area code and phone number. Customer acknowledges and agrees that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to Customer. Customer further acknowledges and agrees that 911-type services may not be available to a particular customer and neither Company nor its underlying service providers shall have any liability to Customer or any third party for failure to provide 911 services to Customer in the event of the assignment of an area code and phone number to Customer located outside of the exchange area associated with Customer's street address or relocation of the telephone device to a location other than Customer's physical street address as registered with Company.

2.2 PHYSICAL STREET ADDRESS. IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE EQUIPMENT USED TO PROVIDE OR RECEIVE VOIP SERVICES WILL BE LOCATED AT THE TIME CUSTOMER REGISTERS FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. When activating the Service, Customer must provide the actual physical street address where the Equipment will be located, not a post office box, mail drop, or similar address. Customer acknowledges and understands that 911 dialing does not function properly or at all if Customer moves or otherwise changes the physical location of Customer's Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with Company for the VoIP Service and 911 to work properly.

2.3 DEPENDENCY. CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT 911 SERVICE WILL NOT FUNCTION IF CUSTOMER'S VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE, THE VOIP SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND CUSTOMER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE VOIP SERVICE, INCLUDING FOR 911 DIALING PURPOSES.

2.4 LIMITATIONS ON 911 SERVICE. 911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS SUCH LIMITATIONS AND AGREES TO RELEASE COMPANY AND COMPANY PARTIES, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LOSSES BY, OR ON BEHALF OF, CUSTOMER, CUSTOMER PARTIES, OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING OR INABILITY OF CUSTOMER, CUSTOMER PARTIES OR ANY THIRD PERSON OR PARTY OR

USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM CUSTOMER'S PROVISION TO COMPANY OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, UNLESS PROHIBITED UNDER APPLICABLE LAW, CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF COMPANY.

2.5 PRIVACY AND SECURITY. VoIP Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. Customer acknowledges and understands that Company cannot guarantee that VoIP Service is private and secure. Company is not liable for any lack of privacy or security that Customer may experience with regard to VoIP Service. Customer is responsible for taking precautions and providing security that best suits Customer's intended use of VoIP Service.

2.6 LOSS OF SERVICE. Customer acknowledges and understands that VoIP Service does not function in the event of a power failure. Customer also acknowledges and understands that VoIP Service require a fully functional broadband connection to the Internet (which may or may not be provided by Company) and that, accordingly, in the event of an outage of, or termination of VoIP Service with or by, Customer's Internet service provider ("ISP") and/or broadband provider, VoIP Service will not function, but Customer will continue to be billed for the VoIP Service unless and until you or Company terminate VoIP Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, VoIP Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require Customer to reset or reconfigure the Equipment prior to utilizing VoIP Service. Should Company suspend or terminate VoIP Service, VoIP Service will not function until Company restores VoIP Service (which may require the payment of all invoices and reconnection fees owed by Customer to cure any breach of this Agreement by Customer).

2.7 SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT. All non-voice communications equipment including, but not limited to, security systems that are set up to make automatic phone calls, and medical monitoring devices, are not compatible with Company's VoIP Service. Fax machines and modems may not be compatible with Company's VoIP Service. SIP trunk voice is not intended for use on elevators and fire alarms. Company does not guarantee that the VoIP Service will operate with other monitoring systems or services, including but not limited to burglar alarms, security, medical or Customer-provided equipment, facilities and services. These services may require Company to resell traditional analog services to support. If Customer chooses to utilize VoIP services for these types of services, Customer must ensure that all alarm services and related signal transmission services are tested to validate that they remain fully operational after installation of VoIP service. By accepting this Agreement, Customer waives any claim against Company for interference with or disruption of such systems due to the VoIP Service.

2.8 EQUIPMENT. Customer understands and acknowledges that, for Company to provide VoIP Services, Customer must have a broadband service connection and VoIP Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Company makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by Company. Company may, at Customer's request, install the Equipment at mutually agreed locations. If Customer is not purchasing or leasing the VoIP Equipment from Company, then Company must certify and approve whether or not Customer provided VoIP Equipment will work in conjunction with VoIP Service. If it does not, then Customer must purchase or lease VoIP Equipment from Company in order to receive VoIP Service.

2.9 EXCESSIVE USAGE. If Customer on a specific VoIP Service plan has usage exceeding by ten (10) times the average usage of all the customers on the same VoIP Service plan subscribing to the same number of lines, Customer may be charged an additional fee of \$50.00 per month per line.

2.10 PROHIBITED USE. Customer is prohibited from using VoIP Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Company determines, in its sole discretion, that Customer is reselling or transferring VoIP Service or that Customer's VoIP Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, Company reserves the right to immediately terminate VoIP Service without advance notice and to assess additional charges for each month in which the excessive usage occurred.

2.11 NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE. Customer acknowledges and agrees that VoIP Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.

3. SPECIFIC TERMS APPLICABLE TO FIREWALL SERVICES.

The following additional Terms and Conditions are applicable only to Firewall Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 3, with respect to Firewall Services only, the Terms and Conditions set forth in this Section 3 shall control.

3.1 DEFINED TERMS. "Firewall Services" may include Services on Firewall Services Equipment shared by Customer with other customers of Company that: (i) establish a boundary for Customer's network by managing inbound and outbound data traffic between Customer's network and other networks to secure Customer's network from unwarranted data intrusions; (ii) intrusion data prevention software intended to detect malicious code and harmful attacks on Customer's data within Customer's network; (iii) content filtering; or (iv) support for Firewall Services as described in this Agreement. "Firewall Services Equipment" means the servers and related components owned and maintained by Company that are utilized to provide Firewall Services under this Agreement.

3.2 FIREWALL SERVICES. Customer may purchase varying types and levels of Firewall Services and charges for Firewall Services will be separately itemized within the Monthly Services Charges set forth in this Agreement. Customer may utilize Company's portal to make modifications to Firewall Services, run certain reports, and perform certain administrative tasks in connection with Firewall Services. Company is obligated to provide only those Firewall Services purchased by Customer.

3.3 CUSTOMER OBLIGATIONS. Company will not provide any equipment for Customer's use of Firewall Services other than Firewall Services Equipment. Customer shall be solely responsible for its activities in using Firewall Services, including the activities of Company Parties, employees and contractors (and the activities of anyone else who obtains access to Customer's passwords). Company is not responsible for the unauthorized use of Firewall Services whether by ex-employees of Customer, compromised Customer passwords, or any other misuse of Customer's account. Customer is responsible for providing Company at Customer's expense and in a timely manner the following: (a) access to Customer's system used or accessible in connection with Firewall Services; (b) cooperative testing of all Customer provided hardware and software for compatibility with Firewall Services; and (c) designating an authorized contact(s) to be the point of contact to interface with Company's customer support. Customer acknowledges that in the event of interruption of Firewall Services, Customer will be responsible for cooperative testing with Company's technical support to assist in the diagnosis of the interruption. Company shall not be liable for late or delayed data transfers, no matter what the root cause. Customer acknowledges that should

Customer, Customer Parties, or its employees or contractors, or any other party that has physical access to Customer's network create a potential point of entry either by adding another circuit, an unsecure Wi-Fi access point, remote communications software running on a personal computer, or any other method that bypasses Company's Firewall Services, Customer will be solely responsible for any degradation in the effectiveness of Firewall Services caused by such act. Customer understands that it may make a change request to Firewall Services that provides for a lower level of security for its network. Customer acknowledges and agrees that it assumes all risk and liabilities resulting from such change.

3.4 SUPPORT. Company will use commercially reasonable efforts to assist Customer, through Customer's authorized contact(s), with setting up and configuring Customer's account, and resolving issues related to Firewall Services. Only Customer's authorized account contact(s) may request information, changes, or technical support. Company's technical support response time depends on the complexity of the inquiry and support request volume. Firewall Services include technical support from 8:00 a.m. to 6:00 p.m. Central Time Monday – Friday, except holidays. Company's obligation to provide technical support does not apply to any malfunction of Customer's equipment or software. Company does not guarantee compatibility of Firewall Services with any specific configuration of hardware or software. Company encourages Customer to discuss any technical and compatibility issues with Company's technical support personnel.

3.5 DATA LOSS AND RETENTION. Notwithstanding Company's physical security and cybersecurity of Firewall Services Equipment, Customer acknowledges that Firewall Services Equipment may be subject to casualty events and cyberattacks resulting in data loss that are beyond the control of Company. Company does not guarantee the recoverability of any Customer data that is lost for any reason including, but not limited to, cyberattack. Additional fees may apply for recovery of Customer data and Company will work on those requests on a best efforts basis. For more information on collection, retention, and use of Customer information please refer to Company's Privacy Policy at <https://www.cspire.com/resources/docs/business/resources/Privacy-Policy>, the terms of which are incorporated herein by reference.

3.6 ADDITIONAL CUSTOMER OBLIGATIONS. Customer remains solely responsible for the security of its network. Customer further agrees to do all of the following at its expense: (a) use reasonable security precautions in connection with its use of Firewall Services; (b) create or maintain a current copy of all content provided by Customer to Company; (c) comply with all laws applicable to Customer's use of Firewall Services, and the terms of this Agreement.

3.7 DISCLAIMER OF WARRANTIES. UNLESS THE DISCLAIMER OF IMPLIED WARRANTIES IS PROHIBITED UNDER APPLICABLE LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH FIREWALL SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT FIREWALL SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF FIREWALL SERVICES THAT ARISE FROM CUSTOMER'S EQUIPMENT, SOFTWARE, CONTENT, APPLICATIONS, OR THIRD PARTY CONTENT. FIREWALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

4. SPECIFIC TERMS APPLICABLE TO MANAGED INFORMATION TECHNOLOGY SERVICES.

The following additional Terms and Conditions are applicable only to managed IT Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement

and the Terms and Conditions set forth in this Section 4, with respect to managed IT Services only, the Terms and Conditions set forth in this Section 4 shall control.

4.1 SERVICE CONDITIONS. (a) Outside Conditions. Customer acknowledges that certain conditions outside of Company's control may adversely impact the ability of Company to perform functions of certain managed IT Services. Examples of such conditions include, without limitation: (i) Customer task, software, scheduled job, or other human intervention, intentional or otherwise, renders portions, complete files, or complete file systems unavailable through the Service; (ii) failure of Customer software, operating systems, or equipment; and (iii) network connectivity issues between Customer devices and Company backup platform, when network connectivity is not provided as part of a Company's Service. (b) Non-Exclusive, Non-Transferable Right. Customer shall have a nonexclusive, non-transferable right to use the managed IT Services solely for Customer's own internal business purposes for the Term and number of users or other applicable managed IT Service metrics specified in this Agreement. (c) Restrictions on Use. Customer will not use, and will not permit others to use, Customer's account to: (i) copy, distribute, rent, lease, transfer or sublicense all or any portion of the Service to any third party; (ii) modify or prepare derivative works relating to the Service; (iii) use the Service (other than for Customer's or a named affiliates' internal use) in any commercial context or for any commercial purpose or in any commercial product including reselling the Service; (iv) use the Service in any manner that threatens the integrity, performance or availability of the Service to others; (v) reverse engineer, decompile, or disassemble the Service; or (vi) use the Service to help design a competing or similar service. (d) Service Level Agreements. The service level agreements applicable to a particular Service include those service level and support services terms set forth in the Master SLA and the respective Service Level Agreement identified on the applicable Order. Additional terms and conditions applicable to a Service may be set forth in the respective Service Level Agreement, which will be provided to Customer for its review and approval prior to the provision of any Services by Company. Customer's use of Services will be deemed acceptance of the terms of the Master SLA and Service Level Agreement.

4.2 CUSTOMER RESPONSIBILITIES. (a) Compatibility. It is Customer's responsibility to ensure that any version change planned on Customer's system is compatible with Company's hardware and software. Customer shall be fully responsible for providing to Company at Customer's own expense and in a timely manner, all security credentials necessary for Company to use and access Customer's system in connection with the Service. If Customer's system is not compatible with any Service, the parties will work together in good faith to develop and implement modifications, patches, workarounds, updates, upgrades, and any other commercially reasonable changes necessary or appropriate to achieve such compatibility. If after such efforts to achieve such compatibility have failed, Company shall have the right to terminate the Agreement for such Service with not less than thirty (30) days' written notice to Customer. (b) Software Rights. Customer has title to, or a license or other rights to use, access and modify, and has or will obtain for Company a right or license to use, access or modify, any Customer software or Third-Party Software that Customer has requested Company to use, access or modify as part of the Services. Customer shall indemnify, defend and hold harmless Company and any Company representatives from and against any Losses arising out of resulting from any claim or allegation that Customer does not have such rights, has not obtained such rights for Company, or that Company's provision of Services hereunder using such Customer Software or Third-Party Software infringes any party's right, title to or interest in or to the same. (c) Access to Resources. Customer shall supply Company with access to appropriate personnel, documentation, records, Customer's system and facilities as requested by Company from time to time in order for Company to perform and provide Services. (d) Internet Use. Where Company's Services include Internet access, Customer shall be solely responsible for providing and maintaining all computer equipment, software, cabling and telecommunications services necessary to access Internet Services. (e) On-site Testing. Customer acknowledges that in the event of a support issue, Customer is responsible for on-site cooperative testing with Company's technical support to assist in the diagnosis of the problem. (f) Restrictions on Use. Customer will not use, and will not permit others to use, Customer's account to: (i) copy, distribute, rent, lease, transfer or sublicense all or any portion of the Service to any third party; (ii) modify or

prepare derivative works relating to the Service; (iii) use the Service (other than for Customer's internal use) in any commercial context or for any commercial purpose or in any commercial product including reselling the Service; or (iv) use the Service to help design a competing or similar service.

4.3 COMPLIANCE AND CONTROL REQUIREMENTS. Customer is responsible for providing Company with a documented list of compliance and control requirements, if any, that are expected to be outsourced to Company as part of an Agreement (collectively, "Controls"). In cases where all requested Controls cannot be covered, Company will notify Customer in writing. Customer is responsible for notifying Company of any Control evidence or audit assistance requirements. All such requests should be submitted in writing via e-mail and addressed to askus@cspire.com. Company will provide information or assistance within seventy-two (72) hours of Customer's request.

4.4 COMPLAINTS. Customer shall be responsible for promptly notifying Company by email or by telephone, followed up in writing if made by telephone (including email), of any Complaints regarding Services or Company Equipment provided under an Agreement. A "Complaint" is defined as any communication received from Customer specifically addressing a currently provided Service or Company Equipment that is not satisfactory to Customer. All Complaints should be submitted via email or by telephone with a follow up by e-mail if made by telephone, to the Company Account Manager or to our Help Desk at askus@cspire.com. Company will record the Complaint and will use commercially reasonable efforts to resolve the deficiencies in Services or Equipment to Customer's reasonable satisfaction and in accordance with the applicable Service Level Agreement set forth in the applicable Order.

4.5 SECURITY AUDITS. (a) Company Audits. Company will employ industry best security measures, policies and procedures in its standard operating procedures and in the delivery of Services. Company will test, monitor and audit, and have periodic third-party audits, of these security measures, policies and procedures. Company will make the results of such audits available to Customer for review within three (3) business days following Customer's written request. Customer may request a copy of an audit report, and Company will provide the same without additional cost (other than reasonable reimbursement for photocopying expenses). (b) Customer Audits. Company acknowledges that Customer may be required to or may desire to confirm Company' audit results through a third-party auditor retained by Customer. Customer may engage a third-party auditor to audit Customer's computing environment at a Company data center and Company shall provide access to its data center to such third-party auditor within three (3) business days after Customer's advance written notice to Company. Such audit will be conducted on a mutually acceptable date during Company' normal business hours, and, unless the audit reveals material inadequacies in Company security measures, policies and procedures or unless required by any regulatory authority having jurisdiction over Customer, Customer will not have the right to audit more than once per year. The third-party auditor will take all commercially reasonable steps necessary to minimize interference with Company' business and will provide Company with a copy of any written audit report. Company shall have the right to approve any third-party auditors, and will not unreasonably withhold, delay or condition such approval, provided that no third-party auditor that is a competitor or that has Affiliates that are competitors of Company will be allowed to conduct an audit at Company' data centers. The scope of such audits must be limited to the Customer network and may not include any shared environments that may affect other customers of Company. Customer will pay all costs of any audits conducted by its third-party auditor. If the audit reveals material inadequacies in Company' security measures, policies and procedures, and Company agrees with the audit report, Company will work with Customer to remediate or mitigate such inadequacies in accordance with the terms of any applicable Service Level Agreement.

5. SPECIFIC TERMS APPLICABLE TO SOFTWARE AND SECURE OFFICE SERVICES.

The following additional Terms and Conditions are applicable only to software and secure office Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of

this Agreement and the Terms and Conditions set forth in this Section 5, with respect to software and secure office Services only, the Terms and Conditions set forth in this Section 5 shall control.

5.1 CUSTOMER ACKNOWLEDGEMENT. With respect to Customer's use of Microsoft Office 365, Customer acknowledges through execution of this Agreement that Customer has read, understands, and agrees to terms, restrictions, and obligations as set forth in the SOFTWARE RESALE SERVICE AGREEMENT posted to <https://www.cspire.com/resources/docs/SoftwareResellServiceAgreement.pdf>.

6. SPECIFIC TERMS APPLICABLE TO PRODUCTS.

The following additional Terms and Conditions are applicable only to Products purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 6, with respect to Products only, the Terms and Conditions set forth in this Section 6 shall control.

6.1 QUOTATIONS. Where this Agreement is used by Company to place a bid, the quotation stated herein is for prompt acceptance, and Company may change and/or withdraw without notice. Customer's prompt acceptance of all quotations is a material term of the bid and any subsequent Agreement. In cases where freight allowance is included in the quotation, Customer is liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Customer's shipping instructions.

6.2 DELIVERY. All prices are F.O.B. Vendor's plant, unless otherwise specified by Company in the Order. All shipping dates are approximate, and any time period indicated for a shipment shall not commence until receipt at Vendor's office of the purchase order. Acceptance of shipment by designated shipper, allocation of Products to Customer at premises other than Company's, delivery to Customer's representative or designee, or mailing of an invoice to Customer, whichever first occurs, shall constitute tender of delivery. Upon tender of delivery, title shall pass to Customer, subject to Company's right of stoppage in transit and to any interest of Company reserved to secure Customer's payment or performance, irrespective of any freight allowance or prepayment of freight. Products held subject to Customer's instructions, Products for which Customer has failed to supply shipping instructions, or in any case where Company, in its sole discretion, determines any part of Products should be held for Customer's account, Company may invoice for Products and Customer agrees to make payment at the maturity of the invoice rendered. Products invoiced and held at any location for whatever reason shall be at Customer's risk and Company may charge for (but is not obligated to carry) insurance, storage and other expenses incident to such delay at its prevailing rates. Partial deliveries shall be accepted by Customer and paid for at contract prices and terms. When Customer has declared or manifested an intention not to accept delivery, no tender shall be necessary but Company may, at its option, give notice in writing to Customer that Company is ready and willing to deliver and such notice shall constitute a valid tender of delivery. In the absence of directions, Products will be delivered by the method and via carrier Company believes dependable. Delivery by truck will be made to nearest points reasonably accessible by truck as determined by the driver. Customer will furnish and pay for necessary labor to unload and store Products. Customer must report any shortages within three (3) days of receipt of the initial shipment, or claims will be waived.

6.3 LOSS OR DAMAGE IN TRANSIT. In no event shall Customer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. Upon the written request of Customer, Company, at its sole discretion, may agree as a service to Customer to process Customer's claim against the carrier for any loss or damage in transit, provided that such claim is received by Company within five (5) days after the receipt of Products. Any such claims must be accompanied by a delivery receipt, signed by carrier's agent at time of delivery, on which receipt the loss or damage has been noted. Customer shall note loss or damage on truck shipments upon delivery ticket returned to Company, or such claims shall be waived.

6.4 PARTIAL SHIPMENTS; PARTIAL PAYMENT. Company may make partial shipments of Products and payment for that portion will be due as provided on Company's Order or invoice document based on time of shipment.

6.5 CANCELLATION; CHANGES; RETURNS. In the event of a proper cancellation, change or return request from Customer under this Agreement, Company may, at its option: (a) charge Customer for any costs Company incurred prior to or as a result of such cancellation, change or return; (b) revise its prices and delivery dates to reflect such change; and (c) accept returned Products for credit if, in Company's sole discretion, it finds such Products to be standard stock and in good condition. The credit will be, in Company's sole discretion, either the invoice price less a percentage to be determined by Company, along with shipping and handling charges to be determined by Company. All returned Products must be securely packed by Customer to ensure that returned Products are not damaged during shipment.

6.6 DELAY IN OR PREVENTION OF PERFORMANCE. If there is a delay in delivery or prevention of performance caused by any Force Majeure Event, Company will have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price of Products to reflect increases occasioned by such Force Majeure Event. Customer's acceptance of any Products will constitute Customer's waiver of any claim for damages on account of any delay in delivery of such Products. If delivery is delayed or interrupted by Force Majeure, Company may store the Products at Customer's expense and risk and charge Customer a reasonable storage rate. If Company is delayed because it is awaiting Customer's approval or acceptance of designs, drawings, prints or engineering or technical data, or is awaiting Customer's approval or acceptance of Products, Company will be entitled to an adjustment in price commensurate with any increase in Company's production costs and any other losses and expenses incurred by Company attributable to such delays.

6.7 DEFERRED DELIVERY. If Customer requests a deferred delivery on any Order and Company approves in writing, Company may charge Customer for the completed portion of the Order and warehouse all other Products at Customer's expense and risk of loss. As to any uncompleted portion of an Order, Company may, at its option, cancel said uncompleted portion in accordance with Section 6.5 above or revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

6.8 SECURITY INTEREST. To secure Customer's prompt and complete payment and performance of any and all present and future indebtedness, obligations and liabilities of Customer to Company under this Agreement, Customer hereby grants Company a first-priority security interest, prior to all other liens and encumbrances, in all Products purchased under this Agreement, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Customer acknowledges that the security interest granted under this Section 6.8 is a purchase-money security interest under the Uniform Commercial Code of the State of Mississippi. Company may file a financing statement for the security interest and Customer shall execute any statements or other documentation, if necessary, to perfect Company's security interest in Products. Customer also authorizes Company to execute, on Customer's behalf, statements or other documentation, if necessary, to perfect Company's security interest in Products. Company is entitled to all applicable rights and remedies of a secured party under applicable law.

6.9 CREDIT RISK ON RESALE TO END USERS. If Customer purchases Products for resale to end-users, Customer is responsible for all credit risks regarding, and for collecting payment for, all Products sold to third parties. The inability of Customer to collect the purchase price for any Products so resold does not affect Customer's obligation to pay Company for any Products on the terms set forth herein.

6.10 LIMITATION OF LIABILITY. UNLESS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL COMPANY BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE OF PRODUCTS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, DOWNTIME OR CLAIMS OF CUSTOMER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. COMPANY WILL NOT BE LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY RESULTING IN WHOLE OR IN PART FROM CUSTOMER'S NEGLIGENCE. UNLESS PROHIBITED UNDER APPLICABLE LAW, NO CLAIMS OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, MAY BE BROUGHT AGAINST COMPANY MORE THAN TWELVE (12) MONTHS AFTER DELIVERY OF PRODUCTS TO CUSTOMER.

7. SPECIFIC TERMS APPLICABLE TO CIRCUIT INSTALLATION FOR INTERNET/ VOIP SERVICES.

The following additional Terms and Conditions are applicable only to the installation of circuits for Internet or VoIP services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 7, with respect to circuits and their installation, the Terms and Conditions set forth in this Section 7 shall control.

7.1 CIRCUIT INSTALLATION. Company is building a custom-designed and engineered circuit to provide high speed fiber optic internet and/or Voice over Internet Protocol (VoIP) service to Customer's business. Installation and deployment costs to deliver Company fiber internet are significant and based on the completion of the tasks bulleted below. The deployment estimates below are only approximate, impacted by several variables, and cannot be guaranteed for a specific service delivery date.

7.2 STANDARD DEPLOYMENT STEPS – VOICE ONLY SERVICE.

- Estimated Deployment Timeline - 45 days from order acceptance by Company. Customer must have confirmation of acceptable internet service and bandwidth required.
- Site Survey – A Company technician will schedule a visit to determine wiring, call flow, phone numbers and verify acceptable internet bandwidth to support VoIP service.
- Customer Premise Equipment Configuration – Design and build routers and switches for installation.
- Phone Installation – A scheduled day to install phones and other needed equipment.
- Phone Number Port – Moving phone numbers from current carrier to Company. Porting is estimated to complete approximately 5 -10 business days after the new Company phones are installed.

7.3 STANDARD DEPLOYMENT STEPS – INTERNET VIA FIBER OPTIC CABLE.

- Estimated Internet Fiber Deployment Date - 90 calendar days from order acceptance by Company.
- Estimated Voice Services Deployment – 15 - 25 days after Internet installation (see steps above).
- Field Survey – An engineer will determine the best route to Customer premise and determine verification of conduit, easements, right of ways, etc.
- Engineering Drawings – CAD drawings for construction and permit application with city, county, DOT, etc.
- Permitting – Working with agencies to approve construction.
- Construction – Trench or bore fiber optic cable.
- Fiber Splice – Connectivity of fiber to Company's network/Customer premise.
- Engineering/Field Services – Program and deploy electronics for service.

7.4 ADDITIONAL CIRCUMSTANCES THAT MAY CAUSE DELAY TO DEPLOYMENT.

- Delay by governing city/state organizations for permit approval.

- Obtaining required permits to cross rivers or railroad tracks (up to 1 year).
- Obtaining required permits to cross federal interstate routes.
- Delays due to long periods of bad weather delaying physical construction.

7.5 EQUIPMENT AND CONSTRUCTION COSTS - PAYMENT. In reliance upon Customer's agreement to receive fiber services, Company will expend considerable capital expense to commence deployment to your business. Customer acknowledges that the construction and equipment cost to deliver Company fiber internet/VoIP service to Customer's business is significant, and Customer agrees to begin paying for such cost through regular monthly billing within 60 days after installation is complete. Otherwise, full payment for the construction and equipment portion of the total payment to be made during the Term will be due within 60 days of installation (but Customer's monthly recurring cost for Service will be lowered accordingly).

7.6 BUSINESS RELOCATION; BUSINESS SALE; TERMINATION OF SERVICES.

- This is a custom-designed and engineered Service for the sole use of the business named in the Order at the specific business address at the time of installation.
- Customer must complete the full Service Term, otherwise Customer will be subject to Early Termination Fees (ETFs).
- The relocation, sale or closure of the business for the location in which the Service is delivered will result in Early Termination Fees (ETFs) unless the Service is otherwise assigned, with the permission of Company, to a new business entity willing to assume a new contract for Service at said location.
- Since this is a custom-designed and engineered Service to a specific location, it cannot be moved or relocated to a new address without the full process of the initial installation as described above being completed and a new corresponding Service Agreement being entered into by Customer.

8. SPECIFIC TERMS APPLICABLE TO PROFESSIONAL SERVICES.

The following additional Terms and Conditions are applicable only to Professional Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 8, with respect to Professional Services only, the Terms and Conditions set forth in this Section 8 shall control.

8.1 DEFINED TERMS. "Deliverables" means all documents, work product, and other materials that are delivered to Customer hereunder or prepared by or on behalf of Company in the course of performing the Professional Services, including any items identified as such in an Order. "Milestone" means an event or task described in an Order which shall be completed by the relevant date set forth in the Order. "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports and specifications, provided by or used by Company in connection with performing the Professional Services, in each case developed or acquired by the Company prior to the commencement or independently of this Agreement.

8.2 PERFORMANCE OF PROFESSIONAL SERVICES. The Company is not required to perform the Professional Services during a fixed hourly or daily time. If the Professional Services are performed at the Customer's premises, the Company's time spent at the Customer's premises will be within the Company's sole discretion, subject to the Customer's normal business hours and security requirements. The Company shall not be required to devote the Company's full time nor the full time of the Company's staff to the performance of the Professional Services. Except to the extent that the Company's work must be performed on or with Customer's equipment, systems, cabling, software, or facilities, all materials used in providing the Professional Services shall be provided by the Company.

8.3 COMPANY'S OBLIGATIONS. Company shall: (a) before the date on which Professional Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Professional Services; (b) comply with, and ensure that all Company personnel comply with, all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures; (c) maintain complete and accurate records relating to the provision of the Professional Services under this Agreement. During the Term, upon Customer's written request, Company shall allow Customer or Customer's representative to inspect and make copies of such records; provided that any such inspection shall take place during regular business hours no more than once per year and Customer provides Company with at least ten (10) business days' advance written notice; and (d) require all subcontractors to be bound by the confidentiality and intellectual property assignment or license provisions of this Agreement.

8.4 CUSTOMER'S OBLIGATIONS. Customer shall: (a) cooperate with Company in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "Customer Representative"); (b) provide such access to Customer's premises, and such office accommodations and other facilities as may reasonably be requested by Company, for the purposes of performing the Professional Services; (c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform Professional Services in accordance with the requirements of this Agreement; and (d) provide such information and access to Customer personnel as Company may request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and (e) obtain and maintain all necessary licenses and consents and comply with all applicable law in relation to the Professional Services before the date on which the Professional Services are to start. If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, Customer personnel, or Customer's agents, subcontractors or employees, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8.5 TERMINATION. In addition to the termination rights and obligations set forth in Section 1, either Party, in its sole discretion, may terminate this Agreement for Professional Services, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party. Upon expiration or termination of this Agreement for any reason: (a) Company shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid and all materials delivered by Customer to Company; and (ii) promptly remove any Company equipment located at Customer's premises, and (b) Customer shall promptly pay to Company all amounts for Professional Services rendered to Customer. Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information; (ii) permanently erase all of the other party's Confidential Information from its computer systems; and (iii) certify in writing to the other party that it has complied with the requirements of this clause; provided, however, that Customer may retain copies of any Confidential Information, including Pre-Existing Materials, of Company solely to the extent necessary to allow it to make use of the Professional Services and any Deliverables.

8.6 ADDITIONAL PAYMENT TERMS. (a) Time and Material Basis. Where Professional Services are provided on a time and materials basis: (i) the fees payable for the Professional Services shall be calculated in accordance with Company's hourly fee rates for the Company personnel set forth in the Order; and (ii) Company shall issue invoices to Customer monthly for its Fees for time for the immediately preceding month. (b) Fixed Fee Basis. Where

Professional Services are provided for a fixed price, the total Fees for the Professional Services shall be the amount set out in the Order. The total price shall be paid to Company in installments, as set out in the Order, and, where conditioned on the achievement of any Milestone, upon the occurrence of such Milestone. At the end of a period specified in the Order in respect of which an installment is due, Company shall issue invoices to Customer for the Fees that are then payable.

END OF MASTER TERMS AND CONDITIONS



Price Quotation

Molly Surber
Cisco Systems, Inc.
7025 Kit Creek Road
RTP, NC 27709
UNITED STATES
Ph no: 317-496-4363

Date: 08-Jul-2026

Estimate ID:

CG167847726PS

Deal ID:

NA

Price List:

Global Price List US Availability (USD)

All prices are shown in USD

Part Number	Smart Account Mandatory	Description	Service Duration (Months)	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
A-FLEX-3	-	Collaboration Flex Plan 3.0	36	0.00	1	0.00	0.00	0.00
SVS-FLEX-SUPT-BAS	-	Cisco Support Basic	36	0.00	115	0.00	0.00	0.00
A-FLEX-NUCL-P	-	NU Webex Calling Professional	36	12.50	115	12.50	0.00	51,750.00
A-FLEX-C-PRO	-	Webex Calling Entitlement	36	0.00	115	0.00	0.00	0.00
A-FLEX-P-CALL	-	Prem to Webex Calling / UCM Cloud	36	0.00	115	0.00	0.00	0.00
A-FLEX-FILESTG-ENT	-	File Storage Entitlement	36	0.00	2300	0.00	0.00	0.00
A-FLEX-PROPACK-ENT	-	Pro Pack for Cisco Control Hub Entitlement	36	0.00	115	0.00	0.00	0.00
A-FLEX-MSG-NU-ENT	-	Messaging Named User Entitlement (1)	36	0.00	115	0.00	0.00	0.00
A-FLEX-ERC	-	Emergency Response Center Call fee per location search US	36	43.00	1	43.00	0.00	--
DP-9851-K9=	-	Cisco Desk Phone 9851, Carbon Black	36	614.67	115	614.67	0.00	70,687.05
CP-8832-K9		Cisco 8832 Charcoal with Accessories	36	2,690.55	5	2,690.55	0.00	13,452.75
DUBBER-PLAT	-	SolutionsPlus: Dubber Call Recording	36	0.00	1	0.00	0.00	0.00
DUB-RECORDING-TRND	-	Dubber Recording License Inclusive of Trends	36	14.95	115	14.95	0.00	20,631.00
CON-L1NBD-DP9851K9	-	CX LEVEL 1 8X5XNBD Cisco Desk Phone 9851, Carbon Black	36	59.00	115	59.00	0.00	6,785.00

Valid through:

FOB Point: None

Product Total

Service Total :

Subscription Total

Total Price:

Monthly Cost:

84,139.80

6,785.00

72,381.00

163,305.80

4,536.27

Notes

Signed:

Molly Surber

This Price Quotation does not constitute an offer by Cisco to sell products, but is instead an invitation to issue a purchase order to Cisco until the valid date specified in this Price Quotation. Such a purchase order will be subject to Cisco standard procedures, terms and conditions for the acceptance of purchase orders. This order may subject to sales tax, VAT, duty and freight charges even if not noted on this quotation.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Information Technology
AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST APPROVAL OF A WARRANTY RENEWAL FOR DELL EQUIPMENT FROM NEXTSTEP FOR THE SOLE SOURCE PRICE OF \$25,684.00.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Information Technology

DIRECTOR'S AUTHORIZATION:

Joel Clements, Technology Director

SUMMARY:

FOR MORE INFORMATION CONTACT:

Joel C. Clements, Jr- 662-323-2525 ext 3127

SUGGESTED MOTION:



Taking your technology to the next step!

PO Box 12707
Jackson, MS 39236

Phone (601) 708-4500
Fax (866) 412-4090

QUOTE

Quote: NSQ59267
Date: 07/28/2026
Sales Rep: Steve McAlexander
steve_mcalexander@nextstepinnovation.com

Dell VX Rail S670 - Dell Data Domain Controller DD6400 - Warranty Extension 2026

Bill To:

City of Starkville

ATTN: Accounts Payable
110 West Main Street
Starkville, MS 39759
6623234583

Ship To:

City of Starkville

Joel Clements
110 West Main Street
Starkville, MS 39759
6623234583

Qty	Part Number	Description	Unit Price	Ext. Price
1	7102175	Dell Data Domain Controller DD6400 1 Year ProSupport Critical DD Cloud Tier Sftwr Spt-Maint (64) 1 Year ProSupport Capacity Bundle 1TB Raw Sftwr Spt-Maint (8) ProSupport 7x24 Technical Support and Assistance (1) ProSupport Operating Env Sftwr Spt-Maint (1) ProSupport DD Cloud Tier Sftwr Spt-Contract (1) ProSupport Capacity Bundle 1TB Raw Sftwr Spt-Contract (1) ProSupport 7x24 Onsite Service (1) Contract Terms Start Date - 7-27-2026 End Date - 8-29-2027	\$3,695.00	\$3,695.00
1	7102175	Dell VXRail S670 - HYBRID APP ProSupport 7x24 Technical Support and Assistance ProSupport 7x24 Onsite Service Next Business Day Onsite Service After Problem Diagnosis Serial Number 34X7CW3	\$21,989.00	\$21,989.00

Qty	Part Number	Description	Unit Price	Ext. Price
-	-	44X7CW3 64X7CW3 779XRY3 Contract Terms Start Date - 7-27-2026 End Date - 3-23-2027	-	-
1	7102175	RecoverPoint for VM ProSupport RecoverPoint for Virtual Machines Sftwr Spt-Contract Serial Number 1MY8BW3 1MY9BW3 1MYBBW3 1MZ8BW3 Contract Terms Start Date - 7-27-2026 End Date - 3-23-2027	\$0.00	\$0.00
			Subtotal	\$25,684.00
			Tax	\$0.00
			Shipping	\$0.00
			TOTAL	\$25,684.00

If new tariffs, duties, or similar government-imposed charges are introduced after contract execution, the parties will renegotiate pricing in good faith to reflect the impact of such charges.

This quote is valid until 08/06/2026.

**THIS IS NOT AN INVOICE
DO NOT PAY**

Terms and Conditions**Unexpected cancellation or price increase**

Quoted prices are based on current tariff rates and international trade regulations as of the date of this agreement. If tariffs, duties, or other governmental fees or restrictions are imposed or increased beyond the control of Next Step Group, Inc. after the issuance of the quote and prior to delivery, which directly impacts the cost of materials or products, the quoted prices may no longer be honored. Regretfully, NSI has no control over this event and will do our best to honor agreements where possible.

Should such increased costs occur due to changes outside of our control, including but not limited to new or increased tariffs, trade restrictions, or international shipping regulations, we reserve the right to notify you, the buyer, with the expected impact and verify if your intention is to continue with the purchase. Any such tariff-related fees or cost increases will be passed through to the buyer and reflected on the final invoice.

In the event a placed order is canceled by a supplier or manufacturer due to tariff-related impacts, trade policy changes, or restrictions that affect product availability, we will notify the buyer as soon as possible. While we will make every effort to secure an alternative solution, we cannot guarantee fulfillment under the original terms. In such cases, the order may be subject to cancellation, and any payments made will be refunded unless otherwise agreed upon.

By proceeding with the order, the buyer assumes this risk, acknowledges and accepts that such adjustments or cancellations may occur, beyond Next Step Group, Inc.'s control and agrees to amend the original order, or to cancellation of the impacted order, as necessary.

Return and Inspection Policy

If you have a need to request a return for any item(s), please review the information below regarding this order. If you do not have a need to request a return, no action is required, and you may disregard this email.

Claims for Shipping Issues: Report shipping issues such as: Overages, Shortages, Wrong Product or Duplicate Products to your sales representative immediately or send an email to sales@nextstepinnovation.com. All shipping issue claims must be reported within 10 days from the date of delivery.

If multiple items are being returned, please confirm the number of boxes and approximate weight. If the product was shipped via freight, please confirm whether the package is palletized and/or requires special pickup instructions.

Return Authorization: No returns will be accepted without prior authorization. To initiate a return, please contact your sales representative immediately or send an email to sales@nextstepinnovation.com to request a return merchandise authorization (RMA).

Conditions for Return: The following conditions must be met for return of any merchandise:

- The item must be returned in its original unopened box.
- If the item is damaged, please provide a clear picture and description of the damage.
- There should be no writing or markings on the box.
- The return request must be approved by the manufacturer or supplier in writing.
- The returned shipment must be sent within the required timeframe.

Credit Issuance: Upon receipt and inspection of the returned item, we will confirm its eligibility for return with the supplier. Credit will be issued once we receive confirmation and credit from the manufacturer or supplier.

Ineligible Items: If an item is deemed ineligible for return based on Next Step Innovation terms and conditions or manufacturer or supplier guidelines, no credit will be granted.

Restocking Fees: Restocking fees may apply to certain returns. The amount of the restocking fee will be communicated to you during the return authorization process.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks & Recreation
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION TO ACCEPT THE LOWEST QUOTE OF \$12,349.75 FOR VINGLI STACKING CHAIRS FROM AMAZON BUSINESS.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

1% / 2%

REQUESTING DEPARTMENT:

Parks & Recreation

DIRECTOR'S AUTHORIZATION:

Greg Owen, Park Director

SUMMARY:

70 chairs-Annex building

430 chairs- Sportsplex

FOR MORE INFORMATION CONTACT:

Greg Owen

SUGGESTED MOTION:

Authorization to purchase



QUOTATION

Delivery Zip code: 39759

Issued by
VINGLI-Direct
Amazon Account Manager
Email

Quote Total (excl. Tax): \$12349.75

S.No.	Brand	Product	QTY	Unit Price	Total (excl. Tax)
1	VINGLI	B0DJPBZGZJ VINGLI Stacking Chairs Set of 20 Stackable Office Chairs with Metal Sled Base, Ergonomic Plastic Seat, Stacking Chairs for Waiting Room Break Room Banquet Guest, Grey	25	\$493.99	\$12349.75
SHIPPING/HANDLING					\$0.00
Quote Total					\$12349.75

500
Chairs

[Terms & Conditions \(Spot Buy Section\)](#)

Price and availability are only valid until the offer expires and can be revoked by the seller until the quote is accepted
This is an Amazon Business marketplace offer, pricing and availability might change.



QUOTATION

Delivery Zip code: 39759

Issued by
CLATINA Office Supply
Amazon Account Manager
Email

Quote Total (excl. Tax): \$23569.44

S.No.	Brand	Product	QTY	Unit Price	Total (excl. Tax)
1	KLASIKA	B0GXSQ9DMD KLASIKA Stackable Guest Reception Chairs, Stack- ing Office Chair with Ergonomic Lumbar Support & Metal Legs, Plastic Desk Chairs for Conference School Church Waiting Meeting Break Room Set of 12, Gray	48	\$491.03	\$23569.44
SHIPPING/HANDLING					\$0.00
Quote Total					\$23569.44

528
chairs

[Terms & Conditions \(Spot Buy Section\)](#)

Price and availability are only valid until the offer expires and can be revoked by the seller until the quote is accepted
This is an Amazon Business marketplace offer, pricing and availability might change.



Starkville Parks Department

8:38:00 AM
Wednesday, July 22, 2026

204 Main Street
P.O. Drawer 1007
Starkville, MS 39760
www.sullivansoffice.com

Phone: 662.323.5222
Fax: 662.323.8181

QUOTATION

Vallery Hicks
vhicks@sportsfacilities.com

KI State Contract #8200083263

Exemplis State Contract #8200086673

Qty.	Product	List Price	Sell Price	Extended
	Option 1			
	SITONIT SEATING	\$230.00	\$110.40	\$55,200.00
500	Part # 92SC Rowdy, Side Chair, Chrome Frame, Armless			
	 Plastic Shell Color Selection CA Technical Bulletin 133 Fire Std Option for Plastic Selection Glide Selection Packaging Options	SC8 ~ CGR AC	Slate No Selection Clear Glides (4) Fully Assembled in a Carton	
Option 1 SUBTOTAL:				\$55,200.00
	Option 2			
	KI	\$263.00	\$126.24	\$63,120.00
500	Part # SSNAP Strive Sled Base Armless Chair, Poly			
	 Frame Color Glide Option Poly Seat & Back Color	/CH /NG /PBL	Chrome No glides Black	
Option 2 SUBTOTAL:				\$63,120.00
	Option 3			
	KI	\$217.00	\$104.16	\$52,080.00
500	Part # MSP Maestro Stack Chair, Polypropylene			
	 Maestro Frame Color Maestro Seat/Back Color Glide Option	/CH /PBL /NG	Chrome Black No glides	
Option 3 SUBTOTAL:				\$52,080.00

Qty.	Product	List Price	Sell Price	Extended
------	---------	------------	------------	----------

Quoted By:
Jonny Hollis

All special order and non-stock items are manufactured just for you and therefore your order is non cancellable and the parts are not returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

Date Accepted: _____

Accepted By: _____



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Police Department
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF THE APPROVAL TO ACCEPT THE 100% REIMBURSABLE FY27 402 POLICE TRAFFIC SERVICES GRANT IN THE AMOUNT OF \$15,642.70.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

\$15,642.70 FY27 402 PTS grant Mississippi Office of Highway Safety

REQUESTING DEPARTMENT:

Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

SUMMARY:

Award for FY27 402 Police Traffic Services Grant. Requests permission to accept the award for grant funding for the continuation project of Police Traffic Services Enforcement. The grant is 100% reimbursable and funds approximately 600 hours in overtime for speeding, child restraint, and seat belt enforcement. The grant will also fund the purchase of speed radar / lidar equipment used for grant enforcement.

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

Sgt. Chris Jackson 662-323-4131

SUGGESTED MOTION:

Move approval to accept the 100% reimbursable fy27 402 Police Traffic services grant in the amount of \$15,642.70.



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

July 15, 2026

Lynn Spruill, Mayor
City of Starkville
Starkville Police Department
110 West Main Street
Starkville, MS 39759

Project Number: PT-2027-PT-23-11
Funding Source and Title: 402 Police Traffic Services FY27

Dear Mayor Spruill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and Starkville Police Department Grant Agreement for the Fiscal Year 2027. Your agency has been approved for **402 Police Traffic Services** funding, in the amount of **\$15,642.70**, pending final review and approval by NHTSA of the FY27 Annual Grant Application.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.), the PSP Executive Director/Governor's Representative and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement will be provided to the agency after the required Grant Implementation meeting.

All FY27 grant activities begin October 1, 2026 and must be concluded by September 30, 2027. In addition, the FY27 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2027.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY27. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 28, 2026.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

Mississippi Office of Highway Safety, P.O. Box 958, Jackson, Mississippi 39205

1. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees (PI&E and Enforcement grants)
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures (PI&E and Enforcement grants)
8. Enclose a copy of your agency's **Leave policy** (policy should include personal and/or vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2026–September 30, 2027)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

**Mississippi Office of Highway Safety
Attn: Leslie M. Travis, Bureau Director of Programs
P.O. Box 958
Jackson, Mississippi 39205**

Please feel free to contact me at 601-987-9513 or lnoel@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,

Lekisha Noel

Lekisha Noel
Occupant Protection/Police Traffic Service
Division Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety, P.O. Box 958, Jackson, Mississippi 39205

FY27 MOHS LAW ENFORCEMENT GRANT AGREEMENT

Mississippi Office of Highway Safety

P.O. Box 958

Jackson, MS 39205

1. Sub-grantee's Name & Mailing Address: City of Starkville Starkville Police Department 110 West Main Street Starkville, MS 39759 Telephone Number: (662) 323-4131 E-Mail: c.jackson@cityofstarkville.org		2. Effective Date of Grant: October 1, 2026 3. Subgrant Number: PT-2027-PT-23-11 4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY27 5. Beginning and Ending Dates: October 1, 2026 – September 30, 2027 6. Subgrant Payment Method: ☒ Cost Reimbursement Method																																									
7. ALN # - 20.600		8. UEI # - JD6GFW5BX1L3																																									
10. A: FAIN #: 69A37523300004020MSO 69A37524300004020MSO 69A3752330SUP4020MSO 69A3752430SUP4020MSO		11. A: Initial Federal Award Date: 10/1/2022 & 10/1/2023																																									
10. B: Federal Awarding Agency: NHTSA		11. C: Additional Federal Award Date: 11. B: Secondary Federal Award Date: 12. Research and Development Grant: ☐ Yes ☒ No Continuation Grant: ☒ Yes ☐ No																																									
13. The following funds are obligated: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr style="background-color: #d9ead3;"> <th style="width: 30%;">A. COST CATEGORY</th> <th style="width: 15%;">B. SOURCE OF FUNDS</th> <th style="width: 15%;">C. MATCH</th> <th style="width: 15%;">D. RATIO%</th> </tr> </thead> <tbody> <tr> <td>(1) Personal Services-Salary</td> <td>\$12,998.70</td> <td>(1) Federal</td> <td>\$15,642.70</td> </tr> <tr> <td>(2) Personal Services-Fringe</td> <td>\$0.00</td> <td>(2) State</td> <td></td> </tr> <tr> <td>(3) Contractual Services</td> <td>\$45.00</td> <td>(3) Local</td> <td></td> </tr> <tr> <td>(4) Travel</td> <td>\$0.00</td> <td>(4) Other</td> <td></td> </tr> <tr> <td>(5) Equipment</td> <td>\$2,599.00</td> <td>Total:</td> <td>\$15,642.70</td> </tr> <tr> <td>(6) Commodities</td> <td>\$0.00</td> <td colspan="2" style="background-color: #d9ead3;">E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:</td> </tr> <tr> <td>(7) Indirect Costs</td> <td>\$0.00</td> <td>Number of Grants: 2</td> <td>402PT</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL</td> <td>\$15,642.70</td> <td>\$141,018.00</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL</td> <td>\$15,642.70</td> <td>\$156,660.70</td> </tr> </tbody> </table>				A. COST CATEGORY	B. SOURCE OF FUNDS	C. MATCH	D. RATIO%	(1) Personal Services-Salary	\$12,998.70	(1) Federal	\$15,642.70	(2) Personal Services-Fringe	\$0.00	(2) State		(3) Contractual Services	\$45.00	(3) Local		(4) Travel	\$0.00	(4) Other		(5) Equipment	\$2,599.00	Total:	\$15,642.70	(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:		(7) Indirect Costs	\$0.00	Number of Grants: 2	402PT	TOTAL		\$15,642.70	\$141,018.00	TOTAL		\$15,642.70	\$156,660.70
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The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.																																											
14. Approved for Grantee: Signature Date Helen Porter, Office Director, MS Office of Highway Safety Signature Date Joshua Broman, Executive Director / Governor's Representative		15. Approved for Sub-Grantee: Signature Date Name: Lynn Spruill Title: Mayor																																									

FY27 Sub-Grantee Project Description (Law Enforcement)

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY27.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries part-time, contractual services, and equipment that has been reviewed and approved by the MOHS. All information on the budget can be found on the Cost Summary Support Sheet. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY27 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Starkville/Starkville Police Department

List the target(s) that the sub-grantee will accomplish during the FY27 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Starkville Police Department will maintain the number of unbelted fatalities from 1 in 2023 to 1 by the end of 2027.

The jurisdiction/agency of Starkville Police Department will reduce the number of unbelted injuries from 13 in 2023 to 10 by the end of 2027.

The jurisdiction/agency of Starkville Police Department will maintain the number of speed fatalities from 0 in 2022 to 0 by the end of 2027.

The jurisdiction/agency of Starkville Police Department will reduce the number of speed injuries from 27 in 2023 to 20 by the end of 2027.

Performance Measures:

Increase the number of grant funded Seatbelt citations from 104 in FY25 to 150 in FY27.

Increase the number of grant funded Child Restraint citations from 14 in FY25 to 25 in FY27.

Increase the number of grant funded Speed citations from 33 in FY25 to 75 in FY27.

Strategies:

Overtime Enforcement

12 Checkpoints

30 Saturation Patrols

Conduct 3 LEL Network Meetings for federal Blitz periods

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

FY27 MOHS TASKS BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 7 saturation patrols during quarter.

Issue a minimum of 37 Seat Belt citations during quarter, to reach a goal of 150 for FY2027.

Issue a minimum of 6 Child Restraint citations during quarter, to reach a goal of 25 for FY2027.

Issue a minimum of 18 Speed citations during quarter, to reach a goal of 75 for FY2027.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 1st Quarter: \$3,910.67

FY27 MOHS TASK BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 7 saturation patrols during quarter.

Issue a minimum of 37 Seat Belt citations during quarter, to reach a goal of 150 for FY2027.

Issue a minimum of 6 Child Restraint citations during quarter, to reach a goal of 25 for FY2027.

Issue a minimum of 19 Speed citations during quarter, to reach a goal of 75 for FY2027.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 2nd Quarter: \$3,910.67

FY27 MOHS TASK BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 8 saturation patrols during quarter.

Issue a minimum of 38 Seat Belt citations during quarter, to reach a goal of 150 for FY2027.

Issue a minimum of 6 Child Restraint citations during quarter, to reach a goal of 25 for FY2027.

Issue a minimum of 19 Speed citations during quarter, to reach a goal of 75 for FY2027.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 3rd Quarter: \$3,910.68

FY27 MOHS TASK BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 8 saturation patrols during quarter.

Issue a minimum of 38 Seat Belt citations during quarter, to reach a goal of 150 for FY2027.

Issue a minimum of 7 Child Restraint citations during quarter, to reach a goal of 25 for FY2027.

Issue a minimum of 19 Speed citations during quarter, to reach a goal of 75 for FY2027.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 4th Quarter: \$3,910.68

FY27 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Starkville/Starkville Police Department				
2. Subgrant Number: PT-2027-PT-23-11		3. Grant ID: 402 Police Traffic Services FY27		4. Beginning: October 1, 2026
				5. Ending: September 30, 2027
6. Activity: Police Traffic Services Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers: Overtime or Regular Time above and beyond normal work hours @ approx. \$33.33 per hour X @ approx. 390 hrs. = \$12,998.70	\$12,998.70		\$12,998.70
Contractual Services	Shipping & Handling/Freight- \$45.00 Total Contractual: \$45.00	\$45.00		\$45.00
Equipment	Stalker Lidar -w/BT,DL & FTC, batteries, dual bay charger (1) @ approx. \$2,599.00 each = \$2,599.00 Total equipment: \$2,599.00	\$2,599.00		\$2,599.00
TOTALS		\$15,642.70		\$15,642.70

Mississippi Office of Highway Safety

FY27 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.
- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up

documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project. Former sub-grantees (no longer active in the grant program) are required to submit equipment reports/updates on the equipment purchased with federal funds for the extent of the useful life.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once a year for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.

- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Approved equipment with a purchase price of \$10,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

A. Agreements, Modifications and Revisions

- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.
- In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.
- All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.
- No budget modification requests will be accepted by the MS Office of Highway Safety before **January 1st** (the second quarter) and after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.

B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than thirty (30) days before the intended date of travel on Agency letterhead.

- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
- In State Travel - All federal funded **in state travel** requires **itemized receipts** for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
- In State Travel - Meals can only be claimed with an overnight hotel stay.

- In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency's current travel policy.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
 - MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.
- C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- D. The Local Governmental Resolution Agreement and Authorization to Proceed included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award. The City/County seal is required. This document is not applicable to State agencies.
- E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted sixty (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- G. The Assurance of Understanding included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award.
- H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

- I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- K. All Instructor related training **must be** included within the grant Agreement under Strategies to receive reimbursement.
- L. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
- Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines)
 - Alcohol testing
 - Mobile video systems
- M. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- N. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- O. Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- P. Execution of Agreement: Grant Agreements are not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.
- Q. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- R. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.

- S. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.
- T. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.
- U. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

VI. UNALLOWABLE COST

The provisions stated in the following section serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are **unallowable**:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|------------------------|
| • Desk | • Credenza | • Storage Cabinet |
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor covering | • Draperies & Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |
- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)

- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available.)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds. (23 U.S.C. 402(c)(4)(A) and 23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using Impaired Driving Countermeasures and Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of Special Traffic Enforcement Program (STEP) law enforcement officers.
- An individual's salary while pursuing training or the salary of the individual's replacement (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for law enforcement attending drug recognition expert training.

D. Unallowable Program Administration:

- General costs of government - For States, local governments and Indian Tribes, the general costs of government are unallowable except as provided in 2 CFR 200.475 Travel Cost. (Reference 2 CFR 200.444 and 2 CFR 200.475).
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable. (Reference 2 CFR 200.423).
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs (tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities). 2 CFR 200.438.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones, guns, and office furniture are not allowable for purchase with these funds under any circumstances.
- The cost of promotional items and memorabilia, including models, gifts and souvenirs are unallowable advertising and public relations costs. (2 CFR Part 200.421(e)(3). Promotional items that are unallowable can include t-shirts, hats, key chains, bumper stickers, etc.
- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS will not reimburse for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is not allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)

Prohibits discrimination on the basis of race, color, national origin and 49 CFR part 21.

THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601)

Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.

FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 et seq.) AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)

Prohibit discrimination on the basis of sex.

SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 et seq.)

As amended, prohibits discrimination on the basis of disability and 49 CFR part 27.

THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 et seq.)

Prohibits discrimination on the basis of age.

THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209)

Broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not.

TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189)

Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing and 49 CFR parts 37 and 38.

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause, "During the performance of this contract/funding agreement, the contractor/funding recipient agrees":
 1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein.
 3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA.
 4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
 5. To insert this clause, including paragraphs (1) through (5), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section

1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION ON CONFLICT OF INTEREST 23 CFR 1300 APPENDIX A

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a) The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.
 - b) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

BUY AMERICA ACT

The Sub-Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services and High Visibility Enforcement (HVE)

Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

1. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols:
 - Unusual incidents of alcohol/ drug related crashes/fatalities
 - Alcohol/ drug impaired driving violations
 - Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed)
 - Any other documented alcohol/ drug related vehicular incidents
 - Citation data related to restrained and unrestrained occupants

- Unusual incidents of unbelted crashes/fatalities
 - Seatbelt/Child restraint violations
 - Unusual incidents of teen crashes/fatalities
 - Unusual incidents of speed crashes/fatalities
2. Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of HVE Enforcement Participation must comply with the following:
 3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
 4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
 5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of citations issued, checkpoints, saturation patrols, arrests, and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
 6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

DUI/Impaired Compliance

High Visibility Enforcement (HVE) and Public Information and Education (PI&E)

Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154), and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired activities must comply with the following:

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
- Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include **Thursday, Friday, Saturday and Sunday.**
- Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will **include Thursday, Friday, Saturday, and Sunday.**
- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.
- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 154 Alcohol and 405d Alcohol and Drug Impaired Driving grant funds must participate in the National Blitz Campaigns for Drive Sober or Get Pulled Over with enhanced DUI enforcement.

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year's

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day

State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4th of July

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Drive Sober or Get Pulled Over campaigns and State campaigns and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service activities must comply with the following:

- Occupant Protection/Police Traffic Services activities for STEP officers assigned to work enforcement overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.
- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week endorsed by the NHTSA
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for national blitz campaigns. Failure to comply with this requirement may result in the delay of reimbursement payments.

- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 402 Occupant Protection and Police Traffic Services grant funds must participate in the National Blitz Campaigns for Click It or Ticket with enhanced OP or PTS enforcement.

National Click It or Ticket campaign with enhanced enforcement: Memorial Day

State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Click It or Ticket campaign, State campaigns and Child Passenger Safety week and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Law Enforcement Liaison Participation Compliance **(Applies only to Law Enforcement Liaison Sub-Grantees)**

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination Participation must comply with the following:

Sub-Grantee with a LEL Network Coordination Grant **must** sign the MOHS Law Enforcement Liaison Agreement. A LEL serves as a liaison between the Mississippi Office of Highway Safety and the state's law enforcement community. LELs help promote and enhance state and national highway safety programs, initiatives, and campaigns.

Sub-Grantee with a LEL Network Coordination Grant **must hold** a LEL Network meeting to promote State/County/Local networking for the Christmas/New Year's, Memorial Day, and Labor Day national blitz campaigns, blitz reporting, and PI&E efforts.

Sub-Grantee with a LEL Network Coordination Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.

Sub-Grantee with a LEL Network Coordination Grant **will promote** MOHS highway safety countermeasures and enforcement strategies.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$1,000,000.* A non-Federal entity that expends less than \$1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, for procurement transactions in which the contractor is made responsible for meeting program requirements, the auditee must ensure those requirements are met, including by clearly stating the contractor's responsibilities within the contract and reviewing the contractor's records to determine compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include a determination of whether these transactions comply with Federal statutes, regulations, and the terms and conditions of a Federal award.

(h) *For-profit sub recipient.* This subpart does not apply to for-profit organizations. As necessary, the pass through entity is responsible for establishing requirements to ensure compliance by for-profit subrecipients. The subaward with a for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring throughout the performance of the subaward, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent A-133 audit with the Grant Application. If an agency doesn't meet the A-133 audit requirement, MOHS requires a financial audit with the submission of the Grant Application. An agency that receives an updated audit during the grant year is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO LAW ENFORCEMENT SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, **each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted.** Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding. (MS Code Annotated § 45-1-43)

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the "**SUB-GRANTEE**" has thoroughly considered the problem addressed in the application
(Program Funding Source) **402 POLICE TRAFFIC SERVICES** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the
Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local
governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ **MISSISSIPPI, THIS** _____ **Day of**
_____, 20____ **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the Sub-Grantee,
(Name and Title of Representative)
an award in the form prescribed by the Mississippi Office of Highway Safety for federal funding in the
amount of \$ _____ to be made to the Sub-Grantee defraying the cost of the
(Federal Dollar Requested)
project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board / Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption,
which was seconded by Alderman/Councilperson _____ and was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest By: _____

Title: _____

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the
(agency/department name) _____ City of Philadelphia _____ has authorized and approved
(print designated secondary signatory official name) _____ to sign any/all forms
related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Police Department
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF THE APPROVAL TO ACCEPT THE 100% REIMBURSABLE FY27 ALCOHOL IMPAIRED DRIVING ENFORCEMENT GRANT IN THE AMOUNT OF \$141, 018.00.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

SUMMARY:

Award for FY27 154 alcohol impaired driving enforcement grant. Requests permission to accept the award for grant funding for the continuation project of DUI enforcement. The grant is 100% reimbursable, funds 2 DUI officers, approximately 269 hours of DUI enforcement, and DUI equipment.

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

Sgt. Chris Jackson 662-323-4131

SUGGESTED MOTION:

Move approval to accept the 100% reimbursable FY27 alcohol impaired driving enforcement grant in the amount of \$141, 018.00.



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

July 15, 2026

Lynn Spruill, Mayor
City of Starkville
Starkville Police Department
110 West Main Street
Starkville, MS 39759

Project Number: **ENF_AL-2027-ST-23-11**
Funding Source and Title: **154 Alcohol FY27**

Dear Mayor Spruill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and **Starkville Police Department** Grant Agreement for the Fiscal Year 2027. Your agency has been approved for **154 Alcohol** funding, in the amount of **\$141,018.00**, pending final review and approval by NHTSA of the FY27 Annual Grant Application.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.), the PSP Executive Director/Governor's Representative and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement will be provided to the agency after the required Grant Implementation meeting.

All FY27 grant activities begin October 1, 2026 and must be concluded by September 30, 2027. In addition, the FY26 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2027.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY26. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 28, 2026.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

Mississippi Office of Highway Safety, P.O. Box 958, Jackson, Mississippi 39205

1. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees (PI&E and Enforcement grants)
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures (PI&E and Enforcement grants)
8. Enclose a copy of your agency's **Leave policy** (policy should include personal and/or vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2026–September 30, 2027)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Leslie M. Travis, Bureau Director of Programs
P.O. Box 958
Jackson, Mississippi 39205

Please feel free to contact Princella Henry, Impaired Driving Division Director at 601-987-9516 or PHenry@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,
Princella Henry,

Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety, P.O. Box 958, Jackson, Mississippi 39205



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

Dear Subgrantee:

The Mississippi Office of Highway Safety (MOHS) wants to make all subgrantees aware of an important change to the 154 Alcohol and 405D Impaired Driving grant programs.

Beginning with FY2028 (October 1, 2027), agencies will no longer be able to use these grants to fund a full-time officer position (approximately 2,080 hours per year, also known as individual officer).

Instead, all 154 Alcohol and 405D Impaired Driving grants will be administered as Overtime Enforcement Grants.

This means:

- Grant-funded enforcement must be performed outside of an officer's regular work schedule.
- Only approved overtime hours worked on grant enforcement activities will be eligible for reimbursement.
- All reimbursement requests must comply with the grant agreement and applicable federal and state requirements.

This change is being made to ensure consistent administration of these grants and to better align funding with the intended purpose of impaired driving enforcement.

Although this change does not take effect until October 1, 2027, we encourage agencies to begin planning now by reviewing staffing and scheduling practices to ensure they are prepared for the FY2028 requirements.

If you have questions or need assistance preparing for this transition, please contact Executive Director Joshua Broman, Public Safety Planning of MS Department of Public Safety @ jbroman@dps.ms.gov or 601-387-9579.

Thank you for your continued partnership and commitment to improving highway safety throughout Mississippi.

Sincerely,

A handwritten signature in black ink, appearing to read "Joshua Broman", with a large, sweeping flourish at the end.

Joshua Broman
Executive Director
Public Safety Planning
Mississippi Department of Public Safety

FY27 MOHS LAW ENFORCEMENT GRANT AGREEMENT**Mississippi Office of Highway Safety****P.O. Box 958****Jackson, MS 39205**

1. Sub-grantee's Name & Mailing Address: City of Starkville Starkville Police Department 110 West Main Street Starkville, MS 39759 Telephone Number: (662) 323-4131 E-Mail: c.jackson@cityofstarkville.org		2. Effective Date of Grant: October 1, 2026			
		3. Subgrant Number: ENF_AL-2027-ST-23-11			
		4. Grant Identifier (Funding Source & Year): 154 Alcohol FY27			
		5. Beginning and Ending Dates: October 1, 2026 – September 30, 2027			
		6. Subgrant Payment Method: ☒ Cost Reimbursement Method			
7. ALN # - 20.607		8. UEI # - JD6GFW5BX1L3		9. Congressional District: 03	
10. A: FAIN #: 69A37523300001540MSA 69A37524300001540MSA		11.A: Initial Federal Award Date: 10/01/2022 10/01/2023		11.C: Additional Federal Award Date:	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:		12. Research and Development Grant: ☐ Yes ☒ No Continuation Grant: ☒ Yes ☐ No	
13. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$141,018.00	(1) Federal	\$141,018.00		
(2) Personal Services-Fringe	\$0.00	(2) State			
(3) Contractual Services	\$0.00	(3) Local			
(4) Travel	\$0.00	(4) Other			
(5) Equipment	\$0.00	Total:	\$141,018.00		
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	\$0.00	Number of Grants: 02	154AL	402PT	TOTAL
TOTAL	\$141,018.00	TOTAL:	\$141,018.00	\$15,642.70	\$156,660.70
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.					
14. Approved for Grantee:			15. Approved for Sub-Grantee:		
_____ Signature Date Helen Porter, Office Director, MS Office of Highway Safety			_____ Signature Date Name: Lynn Spruill		
_____ Signature Date Joshua Broman, Executive Director / Governor's Representative			_____ Signature Date Title: Mayor, City of Starkville		

FY27 Sub-Grantee Project Description (Law Enforcement)

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY27.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries part-time and full-time that has been reviewed and approved by the MOHS. All information on the budget can be found on the Cost Summary Support Sheet. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY27 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Starkville/Starkville Police Department

List the target(s) that the sub-grantee will accomplish during the FY27 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Starkville Police Department will reduce the number of alcohol related fatalities from **2** in 2023 to **1** by the end of 2027.

The jurisdiction/agency of Starkville Police Department will reduce the number of alcohol related injuries from **9** in 2023 to **6** by the end of 2027.

Performance Measures:

Increase the number of grant funded DUI Arrest from **179** in FY25 to **210** in FY27.

Strategies:

Select or Hire Individual Officers

Overtime Enforcement

SFST Instructor

2 Alcohol Presentations

12 Checkpoints

25 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement: Super Bowl, Memorial Day, 4th of July

FY27 MOHS TASKS BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 4 checkpoints during quarter.

Conduct not less than 6 saturation patrols during quarter.

Conduct 1 alcohol presentation during the quarter.

Issue a minimum of 53 DUI Arrest during quarter, to reach a goal of 210 for FY2027.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 1st Quarter: \$35,254.50

FY27 MOHS TASK BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 6 saturation patrols during quarter.

Issue a minimum of 53 DUI Arrest during quarter, to reach a goal of 210 for FY2027.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 2nd Quarter: \$35,254.50

FY27 MOHS TASK BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 6 saturation patrols during quarter.

Issue a minimum of 53 DUI Arrest during quarter, to reach a goal of 210 for FY2027.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 3rd Quarter: \$35,254.50

FY27 MOHS TASK BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 7 saturation patrols during quarter.

Conduct 1 alcohol presentation during the quarter.

Issue a minimum of 51 DUI Arrest during quarter, to reach a goal of 210 for FY2027.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Drive Sober or Get Pulled Over national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 4th Quarter: \$35,254.50

FY27 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Starkville/Starkville Police Department				
2. Subgrant Number: ENF_AL-2027-ST-23-11		3. Grant ID: 154 Alcohol FY27	4. Beginning: October 1, 2026	5. Ending: September 30, 2027
6. Activity: DUI Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Individual Officer @ approx. \$26.25 per hour X @ approx. 2236 hrs = \$58,695.00 Individual Officer @ approx. \$26.25 per hour X @ approx. 2236 hrs = \$58,695.00 Officers over-time or regular time above and beyond normal work hours @ approx. \$39.38 per hour X @ approx 600 hrs = \$23,628.00 Total Salaries = \$141,018.00	\$141,018.00		\$141,018.00
TOTALS		\$141,018.00		\$141,018.00

Mississippi Office of Highway Safety

FY27 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.
- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up

documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project. Former sub-grantees (no longer active in the grant program) are required to submit equipment reports/updates on the equipment purchased with federal funds for the extent of the useful life.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once a year for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.

- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Approved equipment with a purchase price of \$10,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

A. Agreements, Modifications and Revisions

- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.
- In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.
- All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.
- No budget modification requests will be accepted by the MS Office of Highway Safety before **January 1st** (the second quarter) and after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.

B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than thirty (30) days before the intended date of travel on Agency letterhead.

- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
- In State Travel - All federal funded **in state travel** requires **itemized receipts** for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
- In State Travel - Meals can only be claimed with an overnight hotel stay.

- In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency's current travel policy.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
 - MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.
- C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- D. The Local Governmental Resolution Agreement and Authorization to Proceed included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award. The City/County seal is required. This document is not applicable to State agencies.
- E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted sixty (60) days prior to acceptance, due to the fact that contracts must have review and approval by DPS and NHTSA.
- F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- G. The Assurance of Understanding included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award.
- H. Sub-Grantee must maintain in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

- I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- K. All Instructor related training **must be** included within the grant Agreement under Strategies to receive reimbursement.
- L. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
- Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines)
 - Alcohol testing
 - Mobile video systems
- M. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- N. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- O. Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- P. Execution of Agreement: Grant Agreements are not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.
- Q. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- R. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.

- S. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.
- T. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.
- U. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

VI. UNALLOWABLE COST

The provisions stated in the following section serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|------------------------|
| • Desk | • Credenza | • Storage Cabinet |
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor covering | • Draperies & Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |
- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)

- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available.)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds. (23 U.S.C. 402(c)(4)(A) and 23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using Impaired Driving Countermeasures and Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of Special Traffic Enforcement Program (STEP) law enforcement officers.
- An individual's salary while pursuing training or the salary of the individual's replacement (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for law enforcement attending drug recognition expert training.

D. Unallowable Program Administration:

- General costs of government - For States, local governments and Indian Tribes, the general costs of government are unallowable except as provided in 2 CFR 200.475 Travel Cost. (Reference 2 CFR 200.444 and 2 CFR 200.475).
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable. (Reference 2 CFR 200.423).
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs (tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities). 2 CFR 200.438.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones, guns, and office furniture are not allowable for purchase with these funds under any circumstances.
- The cost of promotional items and memorabilia, including models, gifts and souvenirs are unallowable advertising and public relations costs. (2 CFR Part 200.421(e)(3). Promotional items that are unallowable can include t-shirts, hats, key chains, bumper stickers, etc.
- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS will not reimburse for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is not allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)

Prohibits discrimination on the basis of race, color, national origin and 49 CFR part 21.

THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601)

Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.

FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 et seq.) AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)

Prohibit discrimination on the basis of sex.

SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 et seq.)

As amended, prohibits discrimination on the basis of disability and 49 CFR part 27.

THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 et seq.)

Prohibits discrimination on the basis of age.

THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209)

Broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not.

TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189)

Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing and 49 CFR parts 37 and 38.

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause,

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees":

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein.
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA.
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
5. To insert this clause, including paragraphs (1) through (5), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into

this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION ON CONFLICT OF INTEREST 23 CFR 1300 APPENDIX A

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a) The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.
 - b) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

BUY AMERICA ACT

The Sub-Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services and High Visibility Enforcement (HVE)

Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

1. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols:
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities
 - ☐ Alcohol/ drug impaired driving violations
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed)
 - ☐ Any other documented alcohol/ drug related vehicular incidents
 - ☐ Citation data related to restrained and unrestrained occupants
 - ☐ Unusual incidents of unbelted crashes/fatalities

- Seatbelt/Child restraint violations
 - Unusual incidents of teen crashes/fatalities
 - Unusual incidents of speed crashes/fatalities
2. Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of HVE Enforcement Participation must comply with the following:
 3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
 4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
 5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of citations issued, checkpoints, saturation patrols, arrests, and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
 6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

DUI/Impaired Compliance

High Visibility Enforcement (HVE) and Public Information and Education (PI&E)

Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154), and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired activities must comply with the following:

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
- Individual DUI/Impaired Officer(s) shift hours **will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**
- Overtime hours for DUI/Impaired Enforcement **will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**
- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.
- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 154 Alcohol and 405d Alcohol and Drug Impaired Driving grant funds must participate in the National Blitz Campaigns for Drive Sober or Get Pulled Over with enhanced DUI enforcement.

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year's

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day

State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4th of July

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Drive Sober or Get Pulled Over campaigns and State campaigns and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service activities must comply with the following:

- Occupant Protection/Police Traffic Services activities for STEP officers assigned to work enforcement overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.
- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week endorsed by the NHTSA
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for national blitz campaigns. Failure to comply with this requirement may result in the delay of reimbursement payments.

- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 402 Occupant Protection and Police Traffic Services grant funds must participate in the National Blitz Campaigns for Click It or Ticket with enhanced OP or PTS enforcement.

National Click It or Ticket campaign with enhanced enforcement: Memorial Day

State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Click It or Ticket campaign, State campaigns and Child Passenger Safety week and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Law Enforcement Liaison Participation Compliance **(Applies only to Law Enforcement Liaison Sub-Grantees)**

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination Participation must comply with the following:

Sub-Grantee with a LEL Network Coordination Grant **must** sign the MOHS Law Enforcement Liaison Agreement. A LEL serves as a liaison between the Mississippi Office of Highway Safety and the state's law enforcement community. LELs help promote and enhance state and national highway safety programs, initiatives, and campaigns.

Sub-Grantee with a LEL Network Coordination Grant **must hold** a LEL Network meeting to promote State/County/Local networking for the Christmas/New Year's, Memorial Day, and Labor Day national blitz campaigns, blitz reporting, and PI&E efforts.

Sub-Grantee with a LEL Network Coordination Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.

Sub-Grantee with a LEL Network Coordination Grant **will promote** MOHS highway safety countermeasures and enforcement strategies.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$1,000,000.* A non-Federal entity that expends less than \$1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, for procurement transactions in which the contractor is made responsible for meeting program requirements, the auditee must ensure those requirements are met, including by clearly stating the contractor's responsibilities within the contract and reviewing the contractor's records to determine compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include a determination of whether these transactions comply with Federal statutes, regulations, and the terms and conditions of a Federal award.

(h) *For-profit sub recipient.* This subpart does not apply to for-profit organizations. As necessary, the pass through entity is responsible for establishing requirements to ensure compliance by for-profit subrecipients. The subaward with a for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring throughout the performance of the subaward, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent A-133 audit with the Grant Application. If an agency doesn't meet the A-133 audit requirement, MOHS requires a financial audit with the submission of the Grant Application. An agency that receives an updated audit during the grant year is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO LAW ENFORCEMENT SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, **each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted.** Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding. (MS Code Annotated § 45-1-43)

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____ (**Sub-Grantee Name**), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application
(Program Funding Source) 154 ALCOHOL and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the
Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local
governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ MISSISSIPPI, THIS _____ Day of
_____, 20 _____ AS FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the Sub-Grantee,
(Name and Title of Representative)
an award in the form prescribed by the Mississippi Office of Highway Safety for federal funding in the
amount of \$ _____ to be made to the Sub-Grantee defraying the cost of the
(Federal Dollar Requested)
project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board / Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption,
which was seconded by Alderman/Councilperson _____ and was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest By: _____

Title: _____

Mississippi Office of Highway Safety

Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) _____ has authorized and approved (print designated secondary signatory official name) _____ to sign any/all forms related to this contract.

Upon approval of this request said person will then be Responsible/Liable, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Police Department
AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST APPROVAL FOR THE CITY OF STARKVILLE TO APPLY FOR THE FY 2026 COPS COMMUNITY POLICING DEVELOPMENT (CPD) MICROGRANTS PROGRAM FOR A TWO-YEAR PROJECT IN AN AMOUNT NOT TO EXCEED \$200,000 TO ENHANCE THE STARKVILLE POLICE DEPARTMENT'S CYBERCRIME INVESTIGATION CAPABILITIES AND UNMANNED AERIAL SYSTEMS (UAS) PROGRAM. THE GRANT IS 100% REIMBURSABLE WITH A 0% LOCAL MATCH. STARKVILLE FY27 BUDGET YEAR.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

SUMMARY:

FOR MORE INFORMATION CONTACT:

Mark Ballard 662-769-4404

SUGGESTED MOTION:

Move approval for the City of Starkville to apply for the FY 2026 cops Community Policing Development (CPD) Microgrants program for a two-year project in an amount not to exceed \$200,000 to enhance the Starkville Police Department's cybercrime investigation capabilities and Unmanned Aerial Systems (UAS) program. the grant is 100% reimbursable with a 0% local match. Starkville FY27 budget year.

FY 2026 COPS

Community Policing Development: Microgrants

Grants.gov Funding Opportunity Number: O-COPS-2026-172559

Application Deadlines in Eastern Time (ET):

- 1: Complete SF-424 and Submit in Grants.gov: **August 17, 2026, by 4:59 p.m. ET**
 - 2: Submit full application in JustGrants: **August 24, 2026, by 4:59 p.m. ET**
-



COPS
Community Oriented Policing Services
U.S. Department of Justice

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1. BASIC INFORMATION

Purpose of the Funding

The Office of Community Oriented Policing Services (COPS) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing and the Administration's priority of Making America Safe Again by supporting the nation's state, local, territorial and Tribal law enforcement agencies through information and grant resources.

This is a notice of funding opportunity (NOFO) for the FY26 Community Policing Development: Microgrants Program. Community Policing Development (CPD): Microgrants program funds are used to fund demonstration or pilot projects to be implemented by local, state, tribal, and territorial law enforcement agencies to increase their capacity to implement innovative or evidence-based projects that improve officer and public safety. These projects should offer creative ideas to advance crime fighting, increase organizational effectiveness, and promote community safety.

Applicants are invited to propose demonstration or pilot projects in one of twelve areas:

- Preventing and investigating domestic terrorism
- Violent crime enforcement and investigations
- Gang violence enforcement and investigations
- Detecting and investigating human trafficking
- Investigating and interrupting child exploitation
- Vagrancy and squatting
- Immigration and border security
- Investigating and interrupting opioid and drug markets
- Officer recruitment, hiring, and retention
- Unmanned aerial systems
- Investigating and interrupting cybercrime

The COPS Office encourages agencies to propose partnerships with other law enforcement entities through taskforces and other formal operational arrangements to address the chosen area of focus, as well as with relevant stakeholders.

The COPS Office also encourages agencies to consider including evaluation components appropriate to the type of activities proposed. Applicants should explain in their application how their approach addresses a specific public safety need or gap in services.

Applicants may submit multiple applications but must submit a separate application for each project. Any applicant that selects the incorrect category may not pass the basic minimum requirement phase of the review process.

Under this funding opportunity, the COPS Office will fund projects in the following subcategories:

Preventing and Investigating Domestic Terrorism

Domestic terrorism “is criminal conduct that occurs primarily inside the territory of the United States and that involves acts dangerous to human life that appear to be intended to intimidate a civilian population; influence the policy of government by intimidation or coercion; or affect the conduct of government by mass destruction, assassination, or kidnapping.” (18 U.S.C. §2331(5), quoting Attorney General Memorandum “Implementing National Security Presidential Memorandum-7: Countering Domestic Terrorism and Organized Political Violence.”) It is a priority of the United States and the Department of Justice to prevent, detect, and protect against domestic terrorism, including political violence.

Under this category, the COPS Office seeks to support law enforcement agencies in developing or enhancing efforts to prevent and investigate crimes that fall within the above definition of domestic terrorism. This may include such things as collaboration with state, local, tribal, territorial, and/or federal law enforcement or other stakeholders; training for law enforcement officers on complex investigations related to domestic terrorism; or other efforts that increase the likelihood of preventing domestic terrorism or successfully investigating and prosecuting crimes involving domestic terrorism.

Violent Crime Enforcement and Investigations

Violent crime continues to be a significant disruptor to public safety nationwide. To address emerging and persistent violent crime challenges, this topic area seeks to strengthen law enforcement agencies’ capacity to prevent, investigate, and prosecute violent crime, including homicide, non-fatal shootings, aggravated assault, and armed robbery.

Projects under this category should emphasize the use of evidence-based enforcement models, common sense policing strategies, data, and coordinated investigations to achieve sustained reductions in violent crime. Proposed projects should leverage data to support or build analytic and operational infrastructure that improves violent crime clearance rates, disrupts retaliatory cycles, and strengthens agencies’ ability to deliver measurable reductions in violent crime. Funded projects may support initiatives such as development or deployment of analytic tools that improve violent crime response, targeted enforcement efforts, and crime and gun data integration to guide investigative activity, among others.

Gang Violence Enforcement and Investigations

Tens of thousands of gang-associated incidents threaten the safety of communities nationwide. To address the continued threat to public safety caused by criminal gangs and organized street networks, the COPS Office seeks to support law enforcement agencies' efforts to develop data-driven strategies that facilitate targeted enforcement and the dismantling of criminal networks. To enhance public safety, projects under this topic should support intelligence-led operations and coordinated action to address networks driving community violence. Funded projects may include initiatives such as gang intelligence or network mapping to identify drivers of gang violence, training or technical assistance to build local capacity for gang violence response, and data-driven interventions to support targeted enforcement efforts, among others.

Detecting and Investigating Human Trafficking

As defined by the Trafficking Victims Protection Act of 2000 and its subsequent reauthorizations (22 U.S.C. § 7102(9)), human trafficking means sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform an act has not attained 18 years of age; or the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

The detection, identification, and investigation of human trafficking cases are inherently complex, victim-centered, and time-intensive. These investigations require sustained, coordinated, and often collaborative engagement among law enforcement, victim service providers, prosecutors, and community partners. These relationships are essential to effectively identify signs of trafficking, build trust with victims, gather corroborative evidence, and hold traffickers accountable while prioritizing victim safety and recovery. Fragmented efforts significantly limit investigators' ability to recognize coercive dynamics, respond appropriately, and coordinate trauma-informed interventions.

Under this category, the COPS Office seeks to support law enforcement agencies in projects such as developing or enhancing collaborative, multidisciplinary approaches that strengthen the detection and investigation of human trafficking. For example, applicants can implement targeted activities and evidence-based strategies designed to enhance front-line recognition of trafficking, improve information sharing across agencies, and strengthen investigative responses. Efforts may also leverage agency personnel and resources in conjunction with community partners and other relevant stakeholders to ensure a coordinated response that is both enforcement-focused and victim-centered. Proposed activities may include joint operations, cross-disciplinary training, intelligence-led investigations, and the development of standardized protocols that support consistent and effective human trafficking investigations, among others.

Example strategies can be found on the following DOJ web pages:

- COPS Office [*Below Ten: Combating Drugs, Guns, and Human Trafficking at the U.S. Southwest Border*](#)
- COPS Office [*Combating Child Sex Trafficking: A Guide for Law Enforcement Leaders*](#)
- COPS Office [*Exploitation of Trafficked Women POP Guide*](#)
- COPS Office [*Recent Labor Trafficking Cases and Trends*](#)
- [DOJ Human Trafficking web page](#)
- [Office for Victims of Crime Human Trafficking web page](#)

Investigating and Interrupting Child Exploitation

Child exploitation encompasses a range of criminal offenses involving the sexual abuse, exploitation, and victimization of children, including child sexual abuse material (CSAM); online enticement; exploitation facilitated through technology; and offenses involving grooming, coercion, or abuse. These crimes are often concealed, damaging, and perpetrated across jurisdictions, requiring specialized investigative expertise, sustained coordination, and victim-centered responses to effectively identify offenders, interrupt ongoing harm, and safeguard child victims.

Investigations into child exploitation are complex and resource-intensive, frequently involving digital evidence, forensic analysis, multijurisdictional coordination, and close collaboration with prosecutors, child advocacy centers, forensic interviewers, and victim service providers. Effective intervention requires investigative collaboration to support real-time information sharing, coordinated operational planning, and trauma-informed responses that minimize revictimization of child victims while strengthening evidentiary outcomes. Disjointed approaches significantly limit investigators' ability to rapidly assess risk, intervene in active exploitation, and disrupt offender networks.

Under this category, the COPS Office seeks to support law enforcement agencies in developing or enhancing collaborative, multidisciplinary strategies that strengthen the investigation and interruption of child exploitation. For example, applicants could implement targeted, evidence-based activities designed to enhance the identification of child exploitation offenses, improve investigative coordination, and strengthen offender accountability. Proposed activities may include such things as joint investigations, multidisciplinary case reviews, specialized training in child exploitation and technology-facilitated crimes, intelligence-led enforcement strategies, and the development or refinement of protocols that support timely intervention, victim-centered practices, and cross-agency collaboration, among other efforts.

Example strategies can be found on the following DOJ web pages:

- COPS Office [*Child Pornography on the Internet POP Guide*](#)
- COPS Office [*Combating Child Sex Trafficking: A Guide for Law Enforcement Leaders*](#)
- [Office of Juvenile Justice and Delinquency Prevention \(OJJDP\) Internet Crimes Against Children Task Force Program web page](#)
- [OJJDP Missing and Exploited Children web page](#)
- OJJDP [*Model Programs Guide Literature Review: Commercial Sexual Exploitation of Children/Sex Trafficking*](#)

Vagrancy and Squatting

Vagrancy and squatting present significant challenges to public safety. As these issues continue to grow, law enforcement agencies are increasingly tasked with addressing public safety concerns that stem from urban camping, loitering, and illegal squatting. Under this category the COPS Office seeks to fund innovative programs that will enable law enforcement agencies to address the negative impacts of vagrancy, urban camping, loitering, and squatting, with an emphasis on criminal enforcement and achieving an overall reduction in the public safety and quality-of-life problems that these issues present.

Immigration and Border Security

Federal law enforcement enforce our nation's laws each and every day, including our immigration laws. State and local law enforcement play a critical role in coordinating with federal law enforcement, particularly in ensuring that the illegal immigrants they encounter who are engaged in violent behavior are removed from the streets of this nation. Increasing coordination between local and federal law enforcement in the areas of immigration enforcement and border security is critical to this work. This category seeks to fund projects that improve the response of local agencies to this issue and increases coordination and cooperation with Federal law enforcement agencies, including the Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP), U.S. Immigration and Customs Enforcement (ICE), and the Federal Bureau of Investigation (FBI).

Investigating and Interrupting Opioid and Drug Markets

The opioid epidemic and expanding drug markets continue to present significant challenges to public safety across the nation. Empowering law enforcement with the resources necessary to address the opioid crisis and the impact of drug markets, particularly "open-air" drug markets, on public safety is critical to the safety of our communities. In response to this issue, this category seeks to fund initiatives that will enhance law enforcement capacity to interrupt opioid distribution networks, dismantle

drug trafficking organizations, employ effective enforcement strategies, promote interagency and cross-jurisdictional collaboration, and promote intelligence sharing and innovative methods for opioid-related crime disruption.

Officer Recruitment, Hiring, and Retention

Recruitment and hiring are essential functions of law enforcement agencies to attract and retain the best law enforcement candidates. This topic is critical to law enforcement agencies' ability to operate at the highest levels by attracting, hiring and retaining the most qualified personnel. The COPS Office seeks projects with novel or creative methods for recruitment and retention in law enforcement. Applicants should identify a list of activities and strategies to improve their capacity to recruit, hire, and retain high-quality officers. Applicants should also identify how their proposed activities will be successfully implemented within their agency. A variety of objectives can be proposed to achieve the project goal(s) and may involve agency personnel and resources as well as other partners.

Unmanned Aerial Systems (aka "drones")

Unmanned Aerial Systems (UAS) are being deployed nationwide in an ever-expanding mission to improve public safety. UAS can be used effectively for search-and-rescue operations, pursuit operations, barricaded subjects, digital evidence gathering, and wellness checks. In addition, UAS are used increasingly by the public with varying levels of awareness, proficiency, and compliance with federal law.

Under this category, the COPS Office seeks to fund efforts to implement the effective use of UAS in police operations as a part of a larger comprehensive public safety strategy. Priority consideration will be given to applicants who include a comprehensive evaluation component to measure the project's success and its impact on public safety. The deployment of UAS technology is subject to Federal Aviation Administration (FAA) and Federal Communications Commission (FCC) regulations.

Investigating and Interrupting Cyber Crime

In an increasingly interconnected world, bad actors working locally, nationally, and even internationally seek to take advantage of the access and security risks posed by internet-connected devices, including computers, mobile devices, and the Internet of Things. Whether through scams, phishing schemes, or swatting incidents, Americans are at risk of a range of harms from individuals who can be difficult to track or identify.

Under this category, the COPS Office seeks to fund efforts to improve the capacity of agencies to prevent or disrupt these efforts and to investigate and successfully prosecute the perpetrators when harm does occur.

Efforts relating to online exploitation of children should be submitted under *Investigating and Interrupting Child Exploitation*.

Projects Out of Scope

The following will not be considered:

- Applicants that are not state, local, tribal, or territorial law enforcement agencies.
- Applicants that do not have primary law enforcement authority for their jurisdiction.
- Projects to fund the salaries and benefits of new local law enforcement officers and deputies will not be considered. If you are seeking this type of funding, [please visit the COPS Office website](#) for updates on the COPS Hiring Program (CHP).
- Projects that exclusively seek to purchase technology, software or mobile applications, or equipment without an explanation of how it plays into a larger crime-fighting strategy.
- Projects that budget the majority of their funding for generally unallowable costs such as vehicles, food, exercise and recreational equipment, and promotional items such as gifts and souvenirs, as outlined in this NOFO.

See the [Eligible Applicants](#) section for eligibility details.

As community policing is common sense policing, throughout the FY26 Community Policing Development: Microgrants Program NOFO materials, the terms “community policing” and “common sense policing” are used interchangeably, unless otherwise specified.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Funding Details

Announcement Type	[Initial]
Assistance Listing Number	16.710
Statutory Authority	Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.
Grants.gov Opportunity Number	O-COPS-2026-172559
Expected Total Amount of Funding	\$6,700,000
Anticipated Number of Awards	34
Award Type(s)	Grant
Anticipated Award Amount	\$200,000
Expected Award Period(s)	24 months starting on October 1, 2026

Key Dates and Times

NOFO Release Date	July 2, 2026
Pre-application Webinar	April 14, 2026
Step 1: Grants.gov Deadline	04:59 p.m. ET on August 17, 2026
Step 2: JustGrants Deadline	04:59 p.m. ET on August 24, 2026
Anticipated Notification Date	On or after October 1, 2026

See [Questions?](#) at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

Eligibility for the FY26 Community Policing Development: Microgrants program is restricted to local, state, tribal, and territorial law enforcement agencies.

Applicants must have primary law enforcement jurisdiction within their area of responsibility. Agencies that respond only to certain types of crimes, such as statewide investigative agencies, or only to crimes occurring within correctional institutions, are ineligible.

- Government Entities
 - State governments
 - County governments
 - City or township governments
 - Special district governments
 - Native American Tribal governments (federally recognized)
 - Native American Tribal governments (other than federally recognized)
- Other

“Other” Entities Definition(s)

State Government Entities: For the purposes of this NOFO, “state” means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Other Units of Local Government: For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general-purpose political subdivisions of a state.

Cost Sharing (Match) Requirement

This NOFO does **not** require cost sharing (match).

Additional Eligibility Factors

State and local governmental entities must comply with 8 U.S.C. §1373, which provides that State and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

See [Additional Application Components](#) for how to submit.

3. PROGRAM DESCRIPTION

Statutory Authority

Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.

Agency Funding Priorities

Consistent with Administration priorities, additional consideration will be provided to the following

- Agencies that serve small and rural communities. Applicants are allowed to self-identify whether their jurisdiction type is rural based on their own geographical considerations.
- Agencies that cooperate with federal law enforcement to address illegal immigration. This includes agencies that have a Memorandum of Agreement with the U.S. Department of Homeland Security (DHS) delegating limited immigration officer authority and allowing access and notice to DHS personnel for agencies that operate detention and correctional facilities.
- Agencies that coordinate and participate with the Homeland Security Task Force (HSTF) or, if awarded, plan to coordinate and participate with the HSTF.
- Agencies that submit accurate race and ethnicity information in the National Incident Based Reporting System (NIBRS).

Note: Addressing these priorities is one of many factors that the COPS Office considers in making funding decisions. Receiving priority consideration does not guarantee funding.

Unallowable Activities: The COPS Office has identified activities that are unallowable and will not be funded: read the [FY26 CPD Microgrants Application Resource Guide](#) for details. In addition, refer to the [Budget](#) section in this NOFO for information on allowable and unallowable costs to help you develop your application.

Goals and Objectives of this Funding Opportunity

Increase the use of common-sense community policing strategies to address public safety problems through innovative or evidence-based projects.

- Objective 1: Fund demonstration or pilot projects to be implemented offering creative ideas that increase an agency's capacity to implement innovative or evidence-based projects that improve officer and public safety.
- Objective 2: Fund projects that offer creative ideas to advance crime fighting, increase organizational effectiveness, and promote community safety.

Expected Outcomes

The COPS Office will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

The project deliverable(s) should be clearly identified and described in the application questions. The deliverable should document the applicants' efforts, lessons learned, and promising practices that can be shared with the broader law enforcement field. These deliverables can be articles, conference presentations, webinars, brief reports or summaries, and other tools (videos, toolkits, podcasts, etc.) that benefit other law enforcement agencies.

These deliverables may be published (including development assistance, editing, design, and distribution) by the COPS Office at no expense to the award recipient.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

The COPS Office will only consider applications that contain all required parts, which are marked ***REQUIRED*** below. Refer to the [DOJ Grant Application Submission Checklist](#) for application instructions. All supporting documents and resources for this program are on the COPS Office website at <https://cops.usdoj.gov/cpdmicrogrants>

Please **do not** include any content, including attachments or language within your application, commenting on, modifying, challenging, and/or editing the grant requirements, including the terms and conditions. Such content, if included, will not be **reviewed or considered** when evaluating your application, nor will any attachment from an applicant unilaterally change the terms of a grant if awarded.

Application Item	Submission Type
Step 1: Grants.gov	
<u>Application for Federal Assistance: SF-424</u> *REQUIRED*	Online Form
Step 2: JustGrants	
<u>Standard Applicant Information</u> *REQUIRED*	Online Form
<u>Proposal Abstract</u> *REQUIRED*	Text Box
<u>Data Requested with Application</u> *REQUIRED* - FY26 CPD MG Eligibility v2 - FY26 CPD MG Application Questions - FY26 CPA Information - CPA General Solicitation Questions	Online Form
<u>Budget</u> *REQUIRED*	Online Form
<u>Other Budget/Financial Attachments</u> - Budget Narrative *REQUIRED* - Non-Competitive Justification (if applicable) - Indirect Cost Rate Agreement (if applicable) - Consultant Rate (if applicable)	Attachment
<u>Memorandum of Understanding</u> (if applicable)	Attachment
<u>Additional Application Components</u> - Curricula Vitae or Résumés: for all key personnel, subject matter experts or evaluators/academics outside of the law enforcement agency) Optional - Project Timeline (timeline of activities mapped to the goals and objectives of the proposed project) *REQUIRED* - Letters of Support: (recommended for multi-jurisdictional/multi-agency projects) Optional	Attachment

Standard Applicant Information ***REQUIRED***

Read the [FY26 CPD Microgrants Application Resource Guide](#) for full details on this section.

Proposal Abstract ***REQUIRED***

Read the [FY26 CPD Microgrants Application Resource Guide](#) for full details on this section.

Data Requested with Application ***REQUIRED***

A copy of the survey questions required for this NOFO can be found at <https://cops.usdoj.gov/cpdmicrogrants>.

Budget and Associated Documentation ***REQUIRED***

Read the [FY26 CPD Microgrants Application Resource Guide](#) for full details on this section.

Budget/Financial Attachments

Read the [FY26 CPD Microgrants Application Resource Guide](#) for full details on this section.

Memorandum of Understanding (MOU) and Supporting Documents

Read the [FY26 CPD Microgrants Application Resource Guide](#) for full details on this section.

Additional Application Components

Read the [FY26 CPD Microgrants Application Resource Guide](#) for full details on this section.

Disclosures and Assurances

Read the [FY26 CPD Microgrants Application Resource Guide](#) for full details on this section.

5. SUBMISSION REQUIREMENTS AND DEADLINES

The [DOJ Grant Application Submission Checklist](#) provides instructions for how to submit by the deadlines. [Executive Order \(E.O.\) 12372](#) (Intergovernmental Review of Federal Programs) applies to this funding opportunity.

Read COPS Office policy for applicants to request late submission due to technical difficulties, severe weather, or natural or manmade disasters in the [FY26 CPD Microgrants Application Resource Guide](#).

6. APPLICATION REVIEW INFORMATION

The [FY26 CPD Microgrants Application Resource Guide](#) explains the responsiveness review, review criteria, and review and selection process, including risk review and deciding official.

7. AWARD NOTICES

Read about the award notification process in the [FY26 CPD Microgrants Application Resource Guide](#).

8. POST-AWARD REQUIREMENTS AND ADMINISTRATION

Read the [FY26 CPD Microgrants Application Resource Guide](#) for more information about standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	COPS Office Response Center Phone: 800-421-6770 Email: AskCopsRC@usdoj.gov Hours: 9 a.m. to 5 p.m. ET Monday – Friday (closed federal holidays)
SAM.gov Help Desk	Website: https://sam.gov/content/help Hours: 8 a.m. to 8 p.m. ET Monday – Friday
Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: https://www.grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7 a.m. to 9 p.m. ET Monday - Friday (9 a.m. to 5 p.m. ET Saturday, Sunday, and federal holidays)



AGENDA REQUEST

TO: Mayor and Board of Aldermen

FROM: Sgt. Gillen, Code Enforcement Supervisor

AGENDA DATE: August 4, 2026

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

Request:

Hold Public Hearing for Lot Mowing list pursuant to Mississippi Code § 21-19-11.

Case #	Parcel #	Location	Owner	Owner Address	Inspector
CE-26-427	118O-00-255.00	0 Dr MLK Jr Dr West	Thomas Davis	104 E Garrard Rd, Starkville, MS 39759	MH
CE-26-426	118O-00-256.00	407 Dr MLK Jr Dr West	Thomas Davis	104 E Garrard Rd, Starkville, MS 39759	MH
CE-26-247	103A-00-085.00	126 Clements Ave	Lashundra Rivers	126 Clements Ave, Starkville, MS 39759	MH
CE-26-454	101D-00-233.00	505 S Montgomery	Bill Cohern LLC	1310 Northwood Cir. Carthage, MS 39051	MH
CE-26-465	102G-00-153.00	902 Louisville	George Aiken	902 Louisville St Starkville, MS 39759	MH
CE-26-339	102H-00-060.10	201 Bent Brook Ridge St	Michelle T. & Thomas Mabry	201 Bent Brook Ridge St. Starkville, MS 39759	MH



CITY OF STARKVILLE COVERSHEET

AGENDA ITEM DEPT: Sanitation and
Environmental Services

RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST APPROVAL TO DECLARE A 2015 FREIGHTLINER SWEEPER (VIN LAST 4 DIGITS:7450), A 2015 MACK FRONTLOADER GARBAGE TRUCK (VIN LAST 4 DIGITS:3375) AND A 2020 PETERBILT FRONTLOADER GARBAGE TRUCK (VIN LAST 4 DIGITS:7239) AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER.

AUTHORIZATION HISTORY:

2015 FREIGHTLINER VIN: 1FVACXDT0FHGC7450

2015 MACK VIN: 1M2AV02C4FM013375

2020 PETERBILT VIN: 3BPDJ0X7LF107239

ALL THREE VEHICLES LISTED ABOVE WERE REPLACED WITH NEW VEHICLES AT DIFFERENT TIMES OVER THE PAST TWO YEARS

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Sanitation and Environmental Services

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation Director

SUMMARY:

FOR MORE INFORMATION CONTACT:

Chris Smiley Director of SES

SUGGESTED MOTION:

Move approval to declare a 2015 Freightliner Sweeper (VIN last 4 digits:7450), a 2015 Mack Frontloader garbage truck (VIN last 4 digits:3375 and a 2020 Peterbilt Frontloader garbage truck (VIN last 4 digits:7239) as surplus and advertise for sale to the highest bidder.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Utilities
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF ACCEPTING THE LOW BID FROM GULF STATES ENGINEERING CO., INC. IN THE AMOUNT OF \$198,300.00 FOR THE JOSEY CREEK LIFT STATION REHABILITATION (MATERIAL ONLY).

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

The project is primarily funded by OCEDA and remainder from Capital Improvement Bonds

REQUESTING DEPARTMENT:

Utilities

DIRECTOR'S AUTHORIZATION:

Edward Kemp, Utilities Director

SUMMARY:

This project received bids on Wednesday, July 29 at 10am. A full bid tabulation is attached with a summary of the two lowest bids received provided below.

Gulf States Engineering Co., Inc.: \$198,300.00

JH Wright: \$208,800.00

FOR MORE INFORMATION CONTACT:

Edward Kemp (662)323-3133 ext. 1101

SUGGESTED MOTION:

Move approval of accepting the low bid from Gulf States Engineering Co., Inc. in the amount of \$198,300.00 for the Josey Creek Lift Station Rehabilitation (Material Only).

CERTIFICATE I, Ronald B. Green, P.E., a Registered Professional Engineer in the State of Mississippi and of the firm, Hazen and Sawyer, do hereby certify that, to the best of my knowledge, the following Tabulation of Bids is true and correct.  Ronald Brian Green, P.E. Mississippi Registration No. 33707				TABULATION OF BIDS For the purchase of Major Equipment (Materials Only) for the Josey Creek Pump Station Project by the City of Starkville with bids opened after 10:00 a.m., local time, on Wednesday, July 29, 2026, at Starkville City Hall, 110 West Main Street, Starkville, Mississippi 39759.			
Gulf States Engineering Co. Inc. (Flygt) 17961 Painters Row Covington, LA 70435 985.893.3631 James Gibson, P.E. Jgibson@gsengr.com JH Wright (Wilo) 420 Co Rd 1295 Cullman, AL 35058 205.440.5711 Martin J. Stap mstap@jhwright.com							
BID ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	3.0	Each	Submersible Pump (Include Spare Parts / Do Not Include Start-up or Training Services)	\$64,000.00	\$192,000.00	\$67,000.00	\$201,000.00
2	3.0	Each	Pump Discharge Elbow Connection	\$2,100.00	\$6,300.00	\$2,600.00	\$7,800.00
TOTAL BID					\$198,300.00		\$208,800.00 *

* Bidder did not acknowledge receipt of Addendum No. 1.

Anticipated Lead Times

ITEM NO.	ITEM DESCRIPTION	ANTICIPATED DURATION (CALENDAR DAYS)	ANTICIPATED DURATION (CALENDAR DAYS)
1	Shop Drawings	21	14
2	Remainder of submittal package, upon issuance of purchase order.	21	14
3	Delivery of pumps to Owner following receipt of approved submittal.	91	140
4	Delivery of discharge connection elbow to Owner following receipt of approved submittal.	14	21



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Utilities
AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST AUTHORIZATION TO DECLARE A QUINCY AIR COMPRESSOR (SERIAL NUMBER: 114009-200) LOCATED AT MONTGOMERY WATER TREATMENT PLANT AS SURPLUS AND DONATE TO THE CONSTRUCTION/CARPENTRY PROGRAM WITHIN THE MILSAPS CAREER AND TECHNICAL CENTER AT STARKVILLE HIGH SCHOOL.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Utilities

DIRECTOR'S AUTHORIZATION:

Edward Kemp, Utilities Director

SUMMARY:

This air compressor was used for the pneumatic valves which were recently swapped over to electric butterfly valves and the air compressor no longer needed. The Carpentry program approached the department about surplus equipment and has submitted the attached request letter.

FOR MORE INFORMATION CONTACT:

Edward Kemp (662)323-3133 ext. 1101

SUGGESTED MOTION:

Move approval to declare a Quincy Air Compressor (Serial Number: 114009-200) located at Montgomery Water Treatment Plant as surplus and donate to the Construction/Carpentry program within the Milsaps Career and Technical Center at Starkville High School.

Dear Starkville Utilities,

My name is Benjamin Carr, and I teach the Construction/Carpentry program at Starkville High School in the Millsaps Career and Technical Center. I am writing to ask if Starkville Utilities has a working air compressor that could be transferred or donated to our program.

Our nationally accredited NCCER curriculum provides students with hands-on training that prepares them for careers in the construction industry. During the first year, students learn to safely use basic hand and power tools. In the second year, they progress to building a house from the ground up, including laying out a building, framing floors, walls, and roofs, and completing the exterior envelope of a structure.

As students advance through the curriculum, they complete both written assessments and hands-on performance profiles to earn industry-recognized credentials. While we begin by teaching students to hand-drive nails, we transition to pneumatic nail guns as they move through the framing modules. Unfortunately, our current compressor is too small and unreliable to consistently support this instruction.

A larger, dependable compressor would significantly enhance our students' learning experience by allowing them to train with the same pneumatic equipment used on today's construction jobsites. This real-world experience helps bridge the gap between the classroom and the workforce, giving students greater confidence and better preparation for employment in the construction industry.

In addition to powering pneumatic nail guns, a larger compressor would also support other essential equipment in our shop, including our drum sander and 4' × 8' Laguna CNC machine, both of which require a steady supply of compressed air that our existing compressor cannot provide.

A transferred or donated compressor would make a meaningful difference in the quality of instruction we can provide and would directly benefit the students who are preparing to enter Mississippi's skilled workforce. We would be grateful for your consideration and appreciate any support Starkville Utilities can provide in helping us continue to offer high-quality, hands-on career and technical education.

Thank you for your time and consideration. I would be happy to answer any questions or provide additional information about our program.

Sincerely,

Benjamin Carr
Construction/Carpentry Instructor
Starkville High School
Millsaps Career and Technical Center



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Utilities
AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM EMSS IN THE AMOUNT OF \$12,950.00 FOR A NON-POTABLE PUMP FOR THE WASTEWATER TREATMENT PLANT.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

2025/2026 Budget

REQUESTING DEPARTMENT:

Utilities

DIRECTOR'S AUTHORIZATION:

Edward Kemp, Utilities Director

SUMMARY:

This is to replace a non-potable pump for the wastewater treatment plant. The pump failed, and we had it assessed to be repaired. The repair cost was going to be approximately \$9,000 so it is recommended to purchase a new pump for a slightly higher cost.

We received two quotes for networking equipment:

Quote 1: EMSS \$12,950.00

Quote 2: Ferguson \$19,777.03

FOR MORE INFORMATION CONTACT:

Edward Kemp (662)323-3133 ext. 1101

SUGGESTED MOTION:

Move approval to accept the low quote from EMSS in the amount of \$12,950.00 for a non-potable pump for the wastewater treatment plant.

<< QUOTE >>



ELECTRIC MOTOR SALES & SERVICE
PO BOX 2225
COLUMBUS, MS 39704
UNITED STATES
(662)-327-1606

PAGE 1

QUOTE DATE 7/9/2026
QUOTE NO 89104

S 000145
O STARKVILLE UTILITIES
L ACCTS PAYABLE
D P.O. BOX 927
T STARKVILLE, MS 39760
O

S 000001
H STARKVILLE UTILITIES
I WASTEWATER TREATMENT PLANT
P 305 SAND RD
T STARKVILLE, MS 39759
O

TOTAL DUE 12,950.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP NO
105		8/8/2026	7/9/2026	00100062	7/9/2026	

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	SHIP DATE
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NET 30

ITEM ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
REPLACEMENT	0		1.00	0.00	12,950.000	12,950.00
PACO PUMP W/ NEW COUPLING GRID						

LEAD TIME: APPROX. 12 WEEKS
FREIGHT: PLUS S & H

We appreciate your business.

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	12,950.00	0.00	0.00	0.00	12,950.00
TOTAL DUE					12,950.00



FEL-STARKVILLE #2734
1305 GRETA LANE
STARKVILLE, MS 39759-9999

Phone: 662-270-6101
Fax: 662-324-5636

Deliver To:
From: Jeffrey Duckworth
jeffrey.duckworth@wolseleyind.com
Comments:

14:50:40 JUL 29 2026

Page 1 of 1

FERGUSON ENTERPRISES LLC #20

Price Quotation
Phone: 662-270-6101
Fax: 662-324-5636

Bid No: B636428
Bid Date: 07/29/26
Quoted By: JWD

Cust Phone: 662-323-3133
Terms: NET 10TH PROX

Customer: STARKVILLE UTILITIES
WATER DEPT
PO BOX 927
STARKVILLE, MS 39760

Ship To: STARKVILLE UTILITIES
WATER DEPT
PO BOX 927
STARKVILLE, MS 39760

Cust PO#: PACO PUMP

Job Name:

Item	Description	Quantity	Net Price	UM	Total
SP-P20951	PACO PUMP 2.5 X 2 FLANGED CONN	1	19777.030	EA	19777.03
Net Total:					\$19777.03
Tax:					\$0.00
Freight:					\$0.00
Total:					\$19777.03

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2734&on=431132>



THE CITY OF STARKVILLE

CITY HALL 110 West Main Street

STARKVILLE, MISSISSIPPI 39759

662-323-2525 ext. 3117

REQUEST FOR PUBLIC APPEARANCE

There are two Public Appearances per Board Meeting with each having a maximum of ten (10) minutes.

I, Christopher Thompson (Please Print Name)
request a Public Appearance at the next available Board Meeting.

Topic of appearance:

Starkville Voices - organization information

Contact Information:

Name: Christopher Thompson
Group Representing: Starkville Voices
Address: 103 Hockley Way
Starkville MS 39759
Phone: 662-633-0565
Email: starkvillevoices@gmail.com



CITY OF STARKVILLE COVERSHEET

AGENDA ITEM DEPT: Community Development - Planning

RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: August 4, 2026

SUBJECT:

PUBLIC HEARING AND CONSIDERATION OF VA 26-06 A REQUEST FOR A VARIANCE FROM FENCE HEIGHT REQUIREMENTS LOCATED AT 11 SANDTHORNE WAY IN A TN-N ZONING DISTRICT.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Community Development - Planning

DIRECTOR'S AUTHORIZATION:

Daniel Havelin, City Planner

SUMMARY:

This is a Variance request by Amanda Bush Puckett for a variance from fence height in the front yard located at 11 Sandthorne Way in a TN-N zoning district with property 102I-00-005.12.

The request is to allow the construction of a 6-foot-tall fence in the front yard along Greystone Court. Because the property fronts two public streets, portions of the yard adjacent to both streets are considered front yards under the Unified Development Code. The proposed fence extends approximately 5 feet into the front yard adjacent to the back porch (attachment 3). The fence will not extend beyond the back porch to the south. The subdivision was designed and platted prior to adoption of the Unified Development Code in December 2019. As a result, this corner lot was created under regulations that did not anticipate the current front-yard fence limitations applicable to lots fronting two public streets.

The request exceeds the maximum permitted fence height for residential accessory structures. The maximum fence height is 3 ½ feet within the front yard. This request increases the height by 2 ½ feet.

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. 5 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 July 3, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received three calls concerning this request. Two were for additional information and one was against the request.

At the July 22, 2026, the Board of Adjustments and Appeals voted unanimously to recommend approval of the request.

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org

Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move to approve the Variance request VA 26-06 to allow for a 6 foot fence in the front yard in the location shown on the staff report at 11 Sandthorne Way.

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 26-06 a request for a variance from fence height requirements located at 11 Sandthorne Way in a TN-N zoning district.
Date: July 22, 2026

The purpose of this report is to provide information regarding a variance request by Amanda Bush Puckett for a variance from fence height in the front yard located at 11 Sandthorne Way in a TN-N zoning district with property 102I-00-005.12. Please see attachments 1- 3.

SUMMARY

The applicant is requesting a variance from Section 13.9.1.B.6.a of the Unified Development Code to allow the construction of a 6-foot-tall fence in the front yard along Greystone Court. Because the property fronts two public streets, portions of the yard adjacent to both streets are considered front yards under the Unified Development Code.

The applicant is requesting the fence to give additional privacy to the back porch of the residence and allow for some landscaping between the fence and the porch. The proposed fence extends approximately 5 feet into the front yard adjacent to the back porch (attachment 3). The fence will not extend beyond the back porch. The applicant had started construction of the fence before being notified by Building Department of the fence height issue (attachment 4). They immediately contacted the Planning Department and applied for a variance to allow for the fence to be finished.

The subdivision was designed and platted prior to adoption of the Unified Development Code in December 2019. As a result, this corner lot was created under regulations that did not anticipate the current front-yard fence limitations applicable to lots fronting two public streets.

The request exceeds the maximum permitted fence height for residential accessory structures. The maximum fence height is 3 ½ feet within the front yard. This request increases the height by 2 ½ feet.

Staff recommends approval of the requested variance based on the applicable review and approval criteria and finds that the property's unique corner lot configuration, the orientation of the existing residence, and the subdivision's approval prior to the adoption of the Unified Development Code create circumstances that support granting the requested relief.

If the Board of Adjustments and Appeals recommends approval, the request will be forwarded to the Board of Aldermen for final consideration at its August 4, 2026, meeting.

VARIANCE REQUEST FROM

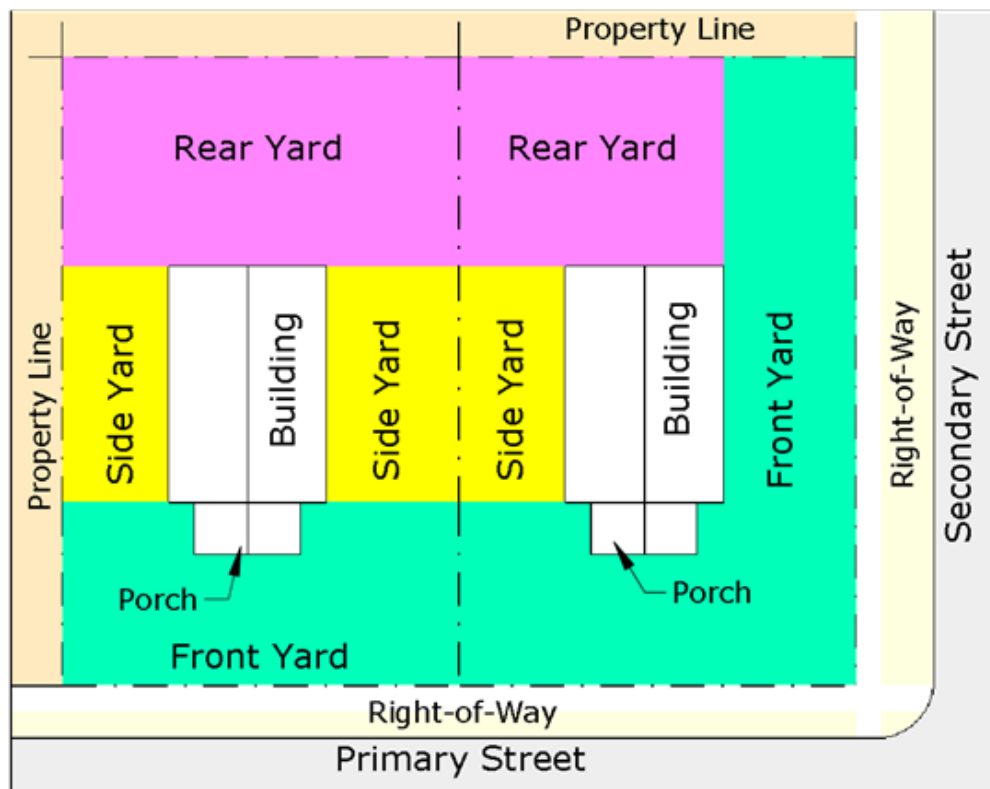
13.9.1 Accessory Use or Structures (Excluding Dwellings)

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.** The subject property is a corner lot with frontage on both Sandthorne Way and Greystone Court. Under the Unified Development Code, both street-facing yards are considered front yards, significantly limiting the area where a privacy fence exceeding 3½ feet may be constructed. This condition is unique to the configuration of the property and is not common to interior lots within the subdivision.
- B. **Literal Interpretation.** Strict application of the fence height limitation would prevent the applicant from constructing a privacy fence commonly found behind residences because the side yard adjacent to Greystone Court is regulated as a front yard. As a result, the applicant is deprived of a reasonable degree of privacy that is commonly enjoyed by owners of interior lots.
- C. **Hardship.** The hardship was not created by the applicant. The subject lot was legally platted prior to adoption of the current Unified Development Code. The applicant did not create the corner lot configuration or the resulting limitation on fence placement.
- D. **Special Privilege.** Granting the variance would not confer a special privilege unavailable to similarly situated corner lots. Rather, it would provide relief from an unusual application of the fence regulations resulting from the property's configuration.
- E. **Minimum Variance.** The applicant proposes only the additional fence height necessary to construct a standard six-foot residential privacy fence. No variance is requested for location, setbacks, or any other development standard.
- F. **Consistency with Comprehensive Plan and UDC.** The requested variance will maintain the residential character of the neighborhood while providing additional privacy to the homeowner. The proposed fence is consistent with surrounding residential development and is not expected to adversely affect adjacent properties or the public welfare.

NOTIFICATION

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

1. Five 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 July 3, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received three calls concerning this request. Two were for additional information and one was against the request.

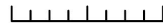
CONDITIONS OF APPROVAL

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 26-06 Aerial

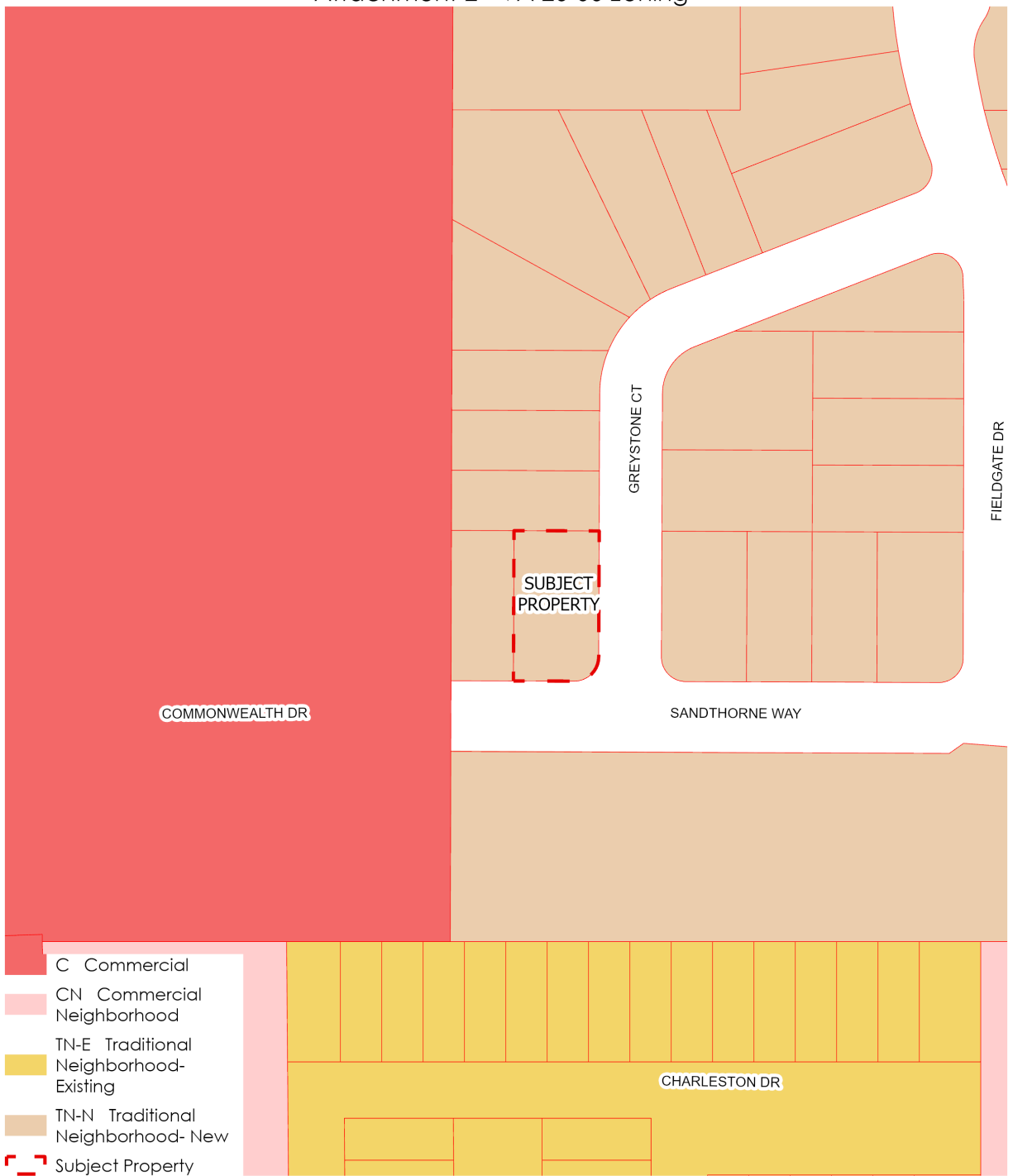


 Subject Property

0 25 50 100 Feet




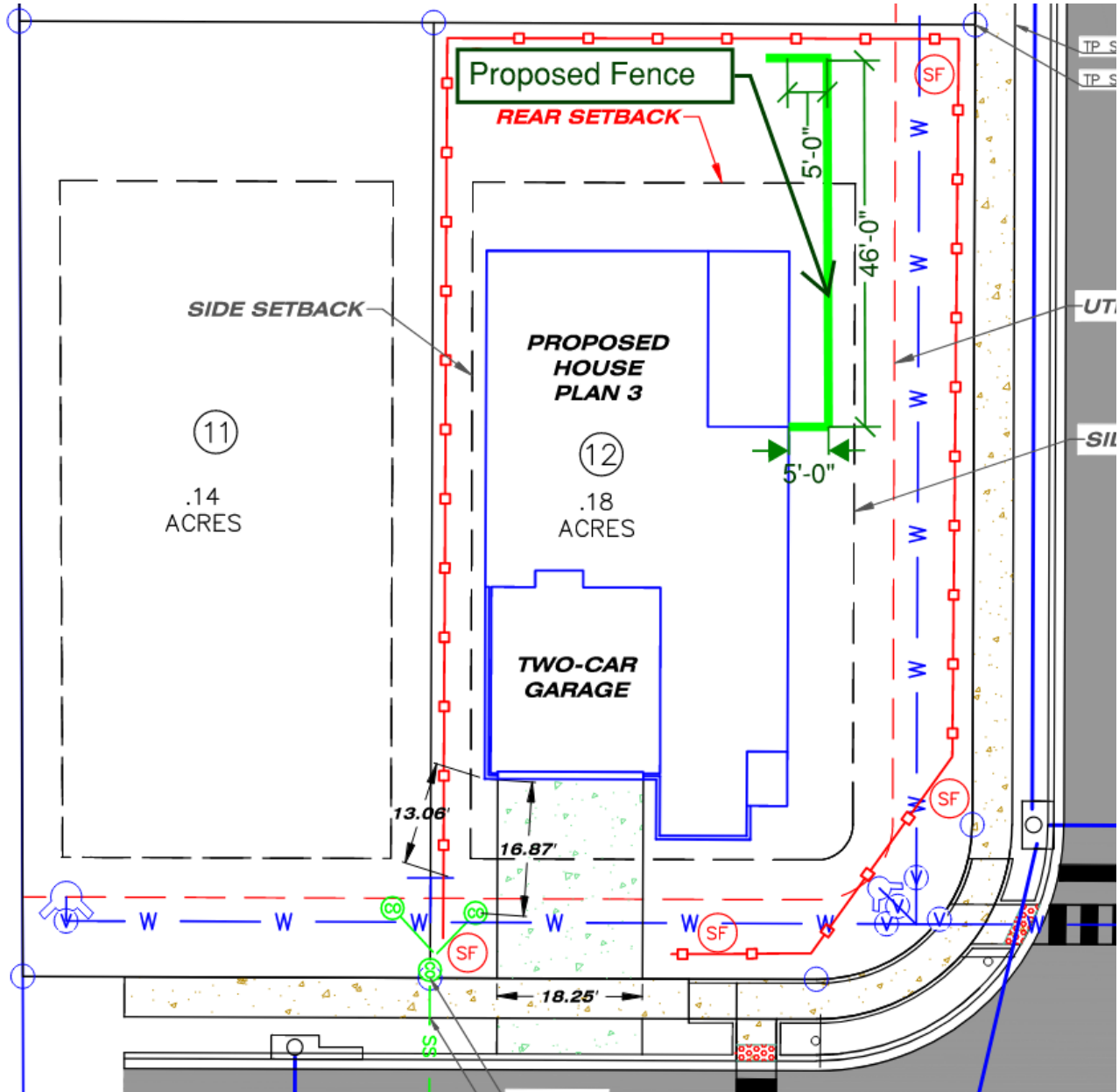
Attachment 2- VA 26-06 Zoning



0 25 50 100 Feet



Attachment 3 – Plans



Attachment 4 – Photos



**CITY OF STARKVILLE COVERSHEET****AGENDA ITEM DEPT:** Community Development - Planning**RECOMMENDATION FOR BOARD ACTION****AGENDA DATE:** August 4, 2026**SUBJECT:**

SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING SEVERAL SECTIONS OF THE UNIFIED DEVELOPMENT CODE AS PART OF REVISION #15.

AUTHORIZATION HISTORY:**AMOUNT & SOURCE OF FUNDING:****REQUESTING DEPARTMENT:**

Community Development - Planning

DIRECTOR'S AUTHORIZATION:

Daniel Havelin, City Planner

SUMMARY:

The Unified Development Code was adopted on December 19, 2019, and last amended on February 17, 2026.

The first public hearing was held by the Board of Aldermen on July 21, 2026. The Public Hearings were advertised in the Starkville Dispatch on June 12, 2026, and June 19, 2026.

The proposed amendments are as follows:

Section Number	UDC Section Number	Description of Revision
3	3.7	Add reapplication clause for Variances- similar to Special and Use Exceptions
5	5.2.B3	Add a statement "***=A minimum 0' setback may only be permitted if attached or touching adjacent buildings, driveway, or alley" for side

		setbacks in T5U, T-5C, and T-5U zoning districts.
6	6.2.1	Add statement of one detached dwelling per lot for SD-2
6	6.2.2	Add statement of one detached dwelling per lot for SD-6
6	6.7.2	Removed C and MDU-20 zoning from districts where Cottage Courts are allowed
6	6.7.6	Change CO requirements to allow for COs to be issued if common areas are complete
6	6.7.7	Removed MDU 20 and C from the chart, changed area per dwelling unit to 150% of the underlying zoning district density, and corrected a formatting error in the chart.
6	6.7.10	Change driveway requirements to allow for gravel with a minimum apron at the entrance
13	13.7.11.D.3	Update restriction of types of signage allowed for Food Truck use. One sidewalk sign or yard sign and one banner meets city requirements.
13	13.7.11.D.13	Add size limits on tents used as part of Food Truck use.
13	13.9.6.D.2.G	Update restriction of types of signage allowed for Food Truck use. One sidewalk sign or yard sign and one banner meets city requirements.
13	13.9.6.D.2.H	Add size limits on tents used as part of Food Truck use.
13	13.9.1.B.6	Add a graphic illustrating fence location on a lot and add "natural grade" to

		the measurement.
13	13.9.7	Add 5G pole mount to Portable Telecommunication Facilities
14	14.6.2.4	Add right of way lighting for T-5C, T-5U, and T-5D
14	14.6.2.6.1	Remove "street grade" from the measurement of fence height and adding "natural grade" to align with 13.9.1.B.6
14	14.6.2.6.3	Removing "Chapter 94- Solid Waste" and adding "Section 8 of the Code of Ordinances City of Starkville, Mississippi"
14	14.10.3.D	Add statement that garage parking is used as part of the required parking calculation.
14	14.17	Add new section for requiring Underground Utilities
17	17.3.7	Change all building permits to expire after 1 year

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org

Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval of the proposed 15th Revision to the Unified Development Code, as presented in the accompanying ordinance.

ORDINANCE NO. 2026-__

**ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI, FOR
AMENDING THE UNIFIED DEVELOPMENT CODE
OF THE CITY OF STARKVILLE, MISSISSIPPI,
TO REVISE DEVELOPMENT REGULATIONS AS PROVIDED HEREIN.**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville are authorized pursuant to Mississippi Code Annotated Title 17, Chapter 1, and other applicable provisions of Mississippi law to adopt and amend zoning and land development regulations for the purpose of promoting the public health, safety, morals, convenience, prosperity, and general welfare; and

WHEREAS, Mississippi Code Annotated §17-1-17 authorizes municipalities to amend zoning ordinances and development regulations in accordance with applicable state law; and

WHEREAS, the Unified Development Code was adopted to implement the goals, policies, and recommendations of the City of Starkville Comprehensive Plan and to provide predictable, equitable, and effective regulations governing the use and development of land throughout the City; and

WHEREAS, the Unified Development Code provides that amendments to the Code should maintain and enhance consistency with the City's adopted Comprehensive Plan while protecting the public health, safety, and general welfare; and

WHEREAS, the City has conducted a comprehensive review of the Unified Development Code and has identified provisions requiring clarification, modernization, correction of inconsistencies, administrative improvements, and updated development standards in order to improve the effectiveness, efficiency, and administration of the Code; and

WHEREAS, the proposed amendments are intended to improve the clarity, consistency, predictability, and implementation of the Unified Development Code while preserving the legislative intent of the City's adopted land use policies and promoting orderly growth and development; and

WHEREAS, the Mayor and Board of Aldermen have reviewed the proposed amendments, the supporting staff analysis, and all other information presented regarding the proposed revisions; and

WHEREAS, the Mayor and Board of Aldermen find that the proposed amendments are authorized by Mississippi law, are consistent with the goals and policies of the Starkville Comprehensive Plan, promote the public health, safety, and general welfare, improve the

administration of the Unified Development Code, and are in the best interests of the citizens of the City of Starkville.

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

SECTION 1. That Sections 3, 5, 6, 13, 14, and 17 of the Unified Development Code of the City of Starkville shall be amended as provided herein-above.

SECTION 2. Said Ordinance having been previously reduced to writing, a motion was made by Alderman _____ and seconded by Alderman _____ to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

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

ORDAINED AND APPROVED, this the 4th day of August, 2026, at the regular Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

D. Lynn Spruill, Mayor, City of Starkville

Joanna McLaurin, City Clerk

SECTION 1: AMENDMENT “3.7.3 Review Procedures” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

3.7 Variances

3.7.3 Review Procedures

A. Application.

All applications for a variance shall be in the form required and provided by the City Planner. Completed application packages are due by 5:00 p.m. on the deadline date as set forth by the approved Board of Adjustments and Appeals schedule. Such applications shall be submitted to the City Planner together with the fee established by resolution of the Mayor and Board of Aldermen. A “completed application” shall include the application form, the applicable fee, a legal description of the subject property, letter of authorization if required and all required supplemental information necessary to render determinations related to the variance request including:

1. Interest and ownership.

The applicant’s name, address, and interest in the application, the concurrence of the owner or owners of the entire land area and structures to be included within the subject property.

2. Applicant statement.

A statement explaining the reason for the variance request.

B. Review by the development review committee.

The application may be required to be reviewed by the Development Review Committee before their public hearing date as determined by City Planner. Comments from this meeting, if not addressed prior to hearing, shall be added to the staff report for the public hearing as a recommended condition(s) of approval.

C. Administrative examination.

Upon receipt of an application for a variance, the City Planner shall examine, or cause to be examined, the application and shall make such investigation into the proposed variance as is necessary. If the application is determined to be complete, the City Planner shall place the item on the agenda for the Board of Adjustment and Appeals. The date the item will be heard by the Board shall be determined by the Board of Adjustment and Appeals schedule.

D. Public hearing.

Upon receipt of an application for a variance, the Board of Adjustments and Appeals shall hold a public hearing upon the application in accordance with the procedures cited in the following subsection, and recommend approval with or without conditions or recommend denial of the request. If recommended for approval or denial, the request will then be scheduled for a public hearing for the Mayor and Board of Aldermen.

E. Notice and public hearing procedure for variances.

In considering and acting upon applications for variances, the following procedures shall be observed:

1. Mailing of notices.

The City Planner shall mail notices at least fifteen (15) calendar days prior to the scheduled public hearing, setting forth the time, place and purpose of the

public hearing to all owners of real property within a minimum of one hundred sixty (160) feet of the boundaries of the land upon which the variance is requested. For the purpose of notice requirements to nearby owners of real property, the names and addresses of the owners shall be deemed to be those on the current tax records of Oktibbeha County. The failure of any owner required by this section to be notified by mail sent to the address on the current tax records of Oktibbeha County shall not invalidate or otherwise have any effect on the recommendation or final decision of any application.

2. Legal ad.

A legal ad shall be placed in the newspaper of record for Starkville at least fifteen (15) calendar days prior to the scheduled public hearing with the following information: governing body to hear the request, date of the hearing, time of the hearing, the location of the hearing, reason for the request, and a legal description of the property per Mississippi Code Title § 17-1-17

3. Posting.

A sign shall be placed on the subject property in a conspicuous location at least fifteen (15) calendar days prior to the public hearing, notifying the general public of the request.

F. Applicant to pay costs.

All costs of notification shall be paid by the applicant together with the application fee established by resolution of the Mayor and Board of Aldermen. The application fee for a variance that did not receive approval prior to the commencement of construction and/or requires a modification of an approved site plan or building plan shall be charged an application fee three (3) times the established rate. Costs which exceed that paid at the time of application shall be billed and paid by the applicant prior to the Board of Adjustment and Appeals' public hearing.

G. Appearance and presentation.

At any public hearing upon any matter subject to the provisions of this article, the applicant seeking the variance and any other party desiring to be heard upon the application may appear in person, by agent or by attorney. The applicant shall be entitled to make a presentation and at the conclusion of presentations or statements by all other parties, shall be entitled to offer a statement in rebuttal if desired. The chairman of the Board of Adjustment and Appeals shall, at the commencement of the hearing upon each application or at any time during such hearing, require that parties desiring to make a presentation identify themselves and may specify the time to be allowed each such party within which to make such a presentation.

H. Action.

If approval or denial is recommended by the Board of Adjustments and Appeals, that recommendation and any specific conditions for approval shall be forwarded to the Mayor and Board of Aldermen for their binding decision.

I. Appeal.

Parties aggrieved by the final decision of the Mayor and Board of Aldermen, may appeal to a court of competent jurisdiction pursuant to state statute.

J. Reapplication. Reapplication for the same piece of property requesting the same or similar variance cannot be made within one (1) year from the date the application was originally denied by the Planning and Zoning Commission and/or the Board of Aldermen.

SECTION 2: AMENDMENT “5.2 Base Dimensional Standards” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

5.2 Base Dimensional Standards

Form-Based Districts				
A. Lot Width	T-4	T-5D	T-5C	T-5U
A1. Min	18’	25’	25’	25’
B. Principal Building Setbacks	T-4	T-5D	T-5C	T-5U
B1. Principal front setback (min/max)	6/18’	0/15’**	2/15’**	2/15’**
B2 side setback adjacent to street (min/max)	6/18’	0/15’**	2/15’**	2/15’**
B3. side setback (min/max)	3’ or 0’ if attached	0/24’****	0/24’****	0/2’****
B4. Rear setback (min)	3’	0’	3’	3’
C. Secondary Building Setbacks	T-4	T-5D	T-5C	T-5U
C1. Front setback interior lot	5’ behind rear wall of primary building			
C2. Side setback adjacent to street (min/max)	6/18’	0/15’**	2/15’**	2/15’**
C3. Side setback (min)	3’ or 0’ if attached	0’****	0’****	0’****
C4. Rear setback (min)	3’	0’	3’	3’
D. Accessory Dwelling Unit and Accessory Structure Setbacks	T-4	T-5D	T-5C	T-5U
D1. Front setback interior lot	5’ behind rear wall of principal building	--	--	5’ behind rear wall of principal building
D2. Side setback adjacent to street (min/max)	6/18’	--	--	2/15’**
D3. Side setback (min)	0’	--	--	0’
D4. Rear setback (min)	3’	--	--	3’
E. Parking Setbacks and Requirements	T-4	T-5D	T-5C	T-5U
E1. From primary street (min)	behind front wall of principal building(s)	20’ behind front wall of principal building(s)	20’ behind front wall of principal building(s)	20’ behind front wall of principal building(s)

E2. Side adjacent to side street (min)	10' unless a principal building, secondary building, and/or accessory dwelling is adjacent to the street, then behind the front wall of any street fronting buildings.	10' unless a principal building and/or secondary building is adjacent to the street, then behind the front wall of any street fronting buildings.	10' unless a principal building and/or secondary building is adjacent to the street, then behind the front wall of any street fronting buildings.	10' unless a principal building, secondary building, and/or carriage house is adjacent to the street, then behind the front wall of any street fronting buildings.
E3. Masked from view from public by solid wall	yes	yes	yes	yes
E4. Driveway width within setback (max)	10'	24'	24'	24'
F. Height	T-4	T-5D	T-5C	T-5U
F1. Principal building in stories	3	4, 5 (■)	4, 5 (■)	3 1/2, 4 (■)
F2. Secondary building in stories	3	4, 5 (■)	4, 5 (■)	3 1/2, 4 (■)
F3. Accessory dwelling unit in stories	2	--	--	2
F4. Accessory structures in stories	1	1	1	1
G. Stories	T-4	T-5D	T-5C	T-5U
G1. Story height (min/max)	9/12'***	10/14'	10/14'	10/14'
G2. Commercial 1st floor (min/max)	N/A	11/25'	11/25'	11/25'
G3. Half story height (min/max)	9/12'***	--	--	10/14'
H. Lot Coverage	T-4	T-5D	T-5C	T-5U
H1. Maximum lot coverage	70%	90%	90%	90%
I. Lot Frontage Buildout	T-4	T-5D	T-5C	T-5U
I1. Percentage lot frontage buildout at front setback (min/max)	60/85%	85/100%	65/85%	65/85%
I2. Percentage of frontage buildout at side setback corner lot (min/max)	60/85%	85/100%	65/85%	65/85%
J. Building Width- Special Exception required to vary from maximum	T-4	T-5D	T-5C	T-5U
J1. Street facing building width (max)	60'	120'	90'	90'
K. Transparency	T-4	T-5D	T-5C	T-5U

K1. 1st floor residential (min)	30%	30%	30%	30%
K2. 1st floor commercial (min)	n/a	70%	55%	45%
K1. Upper floors (max)	50%	50%	50%	50%
L. Orientation	T-4	T-5D	T-5C	T-5U
L1. Building(s)	Face primary frontage	Face primary frontage. Corner lots must face both frontages.	Face primary frontage. Corner lots must face both frontages.	Face primary frontage. Corner lots must face both frontages.
L2. Secondary building(s)	Corner lots must face frontage	Face primary frontage or interior courtyard. Corner lots must face frontage	Face primary frontage or interior courtyard. Corner lots must face frontage	Face primary frontage or interior courtyard. Corner lots must face frontage
L3. Accessory dwelling unit	Corner lots must face frontage	--	--	Corner lots must face frontage
M. Secondary Building(s) Requirements	T-4	T-5D	T-5C	T-5U
M1. minimum lot depth for secondary buildings	100'	100'	100'	100'
M2. The lot shall be of sufficient size to accommodate any proposed secondary structure without requiring a variance from development standards	yes	yes	yes	yes
N. Ground Floor Elevation	T-4	T-5D	T-5C	T-5U
N1. 1st story residential (min/max)	16"/5'	16"/5'	16"/5'	16"/5'
N2. 1st story commercial (min/max)	N/A	0/2'	0/2'	0/2'
O. Pedestrian Access	T-4	T-5D	T-5C	T-5U
O1. Street-facing primary entrance along street	yes	yes	yes	yes
■ =by Special Exception, -- = prohibited				
*=Minimum setback determined by Additional Setback Requirements for Public Frontage				
**=Story height may be reduced when upper floor is an open loft				
***=A minimum 0' setback may only be permitted if attached or touching adjacent buildings, driveway, or alley				

SECTION 3: **AMENDMENT** “6.2.1 SD-2 Single-Dwelling 2” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

6.2.1 SD-2 Single-Dwelling 2

- A. Subject to the density restriction of two (2) dwelling units per acre. Allows for a single-dwelling unit in a detached house with a minimum lot size of 17,500 square feet. Only one detached dwelling per lot.
- B. Smaller minimum lot sizes are permitted as a part of a compact development.
- C. Smaller lot sizes and increased density as part of a conservation development are allowed in exchange for preserving common open space.

SECTION 4: **AMENDMENT** “6.2.2 SD-6 Single-Dwelling 6” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

6.2.2 SD-6 Single-Dwelling 6

- A. Subject to the density restriction of six (6) dwelling units per acre. Allows for a single-dwelling unit in a detached house with a minimum lot size of 6,000 square feet. Only one detached dwelling per lot.
- B. Smaller minimum lot sizes are permitted as a part of a compact development.
- C. Smaller lot sizes and increased density as part of a conservation development are allowed in exchange for preserving common open space.

SECTION 5: **AMENDMENT** “6.7.2 Allowed Districts” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

6.7.2 Allowed Districts

Cottage Courts shall be allowed in the following districts with the exception of areas that are a part of a local historic district: TN-E, TN-N, and MDU-9 Districts with approval by special exception.

SECTION 6: **AMENDMENT** “6.7.6 Phasing Restricted” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

6.7.6 Phasing Restricted

Cottage Court Developments cannot be phased unless there is more than one central courtyard. Individual cottages cannot receive a Certificate of Occupancy until the central courtyard and shared common areas for that unit are complete.

SECTION 7: AMENDMENT “6.7.7 Base Dimensional Standards” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

6.7.7 Base Dimensional Standards

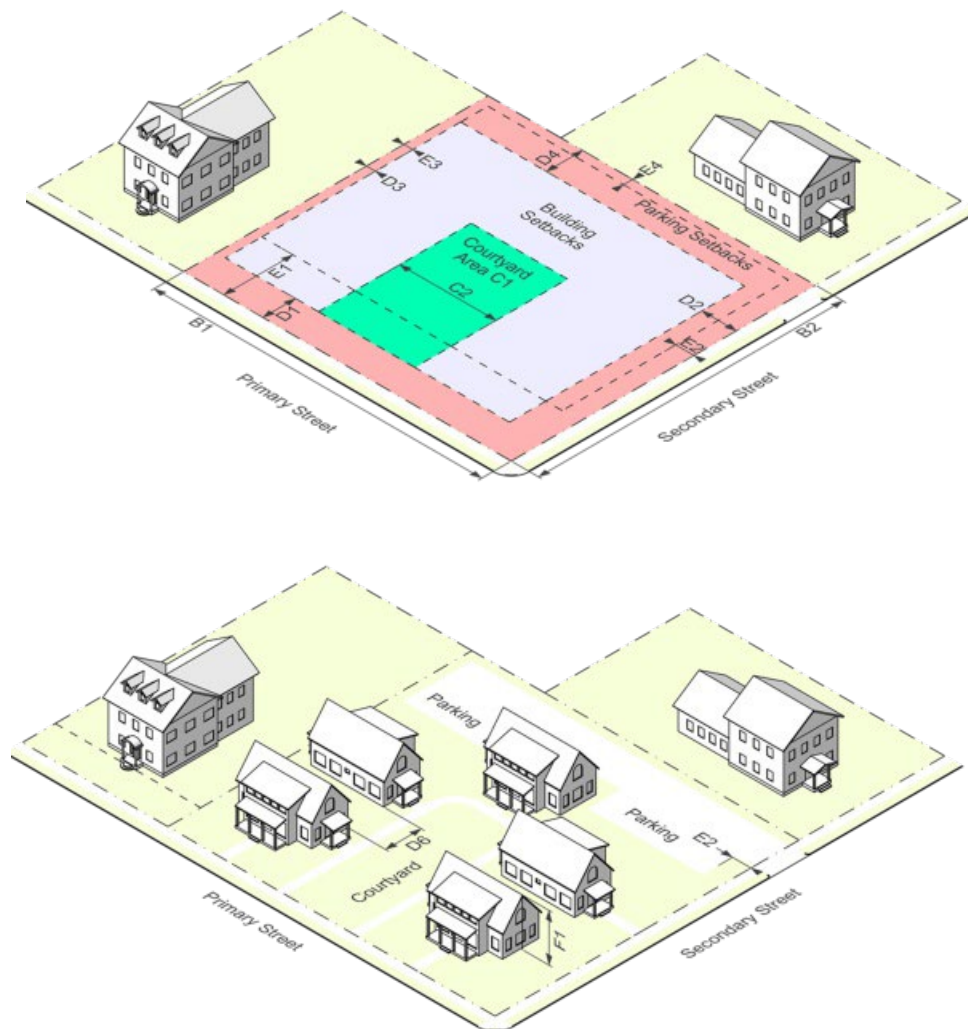


Fig 6.7-1

Cottage Court Development			
A. Site Dimensions	TN-E	TN-N	MDU-9
A1. Net site area (min)	22000 sq. ft.	22000 sq. ft.	18000 sq. ft.
A2. Site area per dwelling unit (min)	3667 sq. ft	3667 sq. ft	3667 sq. ft
A3. Number of cottage developments per block	1	1	2
B. Lot Dimensions	TN-E	TN-N	MDU-9

B1. Width (min)	150'	150'	150'
B2. Depth (min/max)	120/300'	120/300'	120/300'
C. Internal Courtyard	TN-E	TN-N	MDU-9
C1. Area per cottage(min)	600 sq. ft.	600 sq. ft.	500 sq. ft.
C2. Width of courtyard(min)	50'	50'	40'
D. Building/Structure Setback	TN-E	TN-N	MDU-9
D1. From primary street (min)	75% of the infill standards	10', porch can encroach 50%	15'
D2. From side street (min)	75% of the infill standards	10', porch can encroach 50%	15'
D3. From side lot line (min)	5' (min) without driveway or 18' feet with driveway, unless rear loaded by alley then 5' (min) both sides. 10' (min) from adjacent structure		
D4. From rear lot line (min)	20'	20'	20'
D5. From alley (min)	5'	5'	5'
D6. Building separation (without/with fire rated walls)	10'/6'	10'/6'	10'/6'
E. Parking Setbacks	TN-E	TN-N	MDU-9
E1. From primary street (min)	20' behind the front facade of buildings adjacent to street		
E2. From side street (min)	10'	10'	10'
E3. From side lot line (min)	5'	5'	5'
E4. From rear lot line (min)	5'	5'	5'
E5. From alley (min)	0'	0'	0'
F. Height	TN-E	TN-N	MDU-9
F1. Building height (max)	25', 1.5 story	25', 1.5 story	30' 2 story
F2. Building wall plate height (max)	17'	17'	20'
F4. Ground floor elevation (min)	2'	2'	2'
G. Pedestrian Access	TN-E	TN-N	MDU-9
G1. Street-facing entrance or front porch required for units adjacent to street	yes	yes	yes
G2. Distance from common space (max)	25'	25'	25'

SECTION 8: **AMENDMENT** “6.7.10 Parking Standards” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

6.7.10 Parking Standards

- A. Parking shall be twenty (20') feet behind the front facade of the cottage(s) adjacent to a primary street and screened from public view with a masonry wall and landscaping. Wooden fences are not approved screening material.
- B. Driveways accessing all parking areas shall provide a minimum of an eight (8) foot concrete or paver apron at each entrance to the lot measured from the property line. This distance may be increased if the City Engineer determines that there are potential conflicts with sidewalks.
- C. Parking located in the rear of the property not adjacent to an alley or street may be gravel.
- D. Parking shall not be located between the courtyard and the primary entrance of the cottage.
- E. Garages and carports shall not exceed two hundred (200) square feet and shall not occupy the first floor of a cottage fronting the courtyard.

SECTION 9: **AMENDMENT** “13.7.11 Food Truck” of the City of Starkville Unified Development Code is hereby *amended* as follows:

A M E N D M E N T

13.7.11 Food Truck

- A. **Definition:** A licensed, motorized vehicle or mobile food unit which is temporarily parked on private property and not on the right-of-way where food items are sold to the general public. If on the right-of-way, refer to the Mobile Food Vendor requirements.
- B. **Parking:** None.
- C. **Loading:** None.
- D. **Additional Standards:**
 - 1. Food trucks and/or associated seating must not occupy on-site parking spaces required to fulfill the minimum requirements for the principal use, unless the principal use’s hours of operation do not coincide with those of the food truck business.
 - 2. Traffic circulation, public safety, siting of food trucks, and parking will be reviewed and may be subject to the conditions of approval by the City Planner.
 - 3. No audio amplification or permanent signage may be installed as part of a food truck’s vending operation. Food truck operators shall be permitted to display exactly one temporary sign—limited to either a sidewalk sign, a yard sign, or a banner sign—placed within ten (10) feet of the food truck.
 - 4. The food truck vendor is responsible for the proper disposal of waste and trash associated with the operation. City trash receptacles are not to be used for this purpose. Vendors must provide their own trash receptacle on-site for patrons. Vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. The vendor must keep all areas associated with the food truck and any associated seating area clean of grease, trash, paper, cups or cans associated with the vending operation. No liquid waste or grease is to be disposed in tree pits, storm drains, onto the sidewalks, streets, or other public space. Under no circumstances can grease be released or disposed of in the City’s sanitary sewer or stormwater system. All waste must be disposed of in accordance to all applicable local, state, and federal laws.
 - 5. All food truck vendors shall obtain and maintain a City of Starkville Privilege License and a mobile food vending permit for each mobile pushcart or mobile food preparation vehicle in operation. All applications for permit renewal shall be filed annually with the City of Starkville City Clerk’s Office.
 - 6. If a business is subject to a Certificate of Health or sanitary examination, the person applying for permit must produce such certificate or permit from the County Health Department before a permit can be issued.
 - 7. A written indemnity agreement that will hold harmless the city, its officers, and employees, for any loss or liability or damage, including costs, for bodily injury or property damage sustained by a person as a result of the negligent installation, use, or maintenance of a permitted space.

8. Food trucks shall provide written permission from the property owner.
9. The operators must be present at all times during the hours of operation.
10. A food truck operating in all districts shall operate only Thursday through Saturday between the hours of 6:00 a.m. and 2:00 a.m. and on Sunday through Wednesday between the hours of 6:00 a.m. and 10:00 p.m. Cleanup and removal of the food truck shall be completed within thirty (30) minutes of closing.
11. All generators associated with a food truck shall provide sound buffering for each generator. At no time shall any generator operate at 65 decibels or above measured at twenty-five (25) feet from the generator.
12. The use of City-owned utilities is strictly prohibited. Operators may utilize existing private electrical hookups on approved sites, provided they have written landlord consent and have obtained the necessary permits and inspections. Utilization of existing electrical tie-in will require review and permitting by the Building Official. New meter connections for food truck vendor use, shall not be permitted.
13. Any tent structure used in conjunction with a food truck operation shall not exceed a maximum footprint of 200 square feet, limited specifically to either one 10' x 20' tent or a maximum of two 10' x 10' tents.

SECTION 10: **AMENDMENT** “13.9.1 Accessory Use Or Structures (Excluding Dwellings)” of the City of Starkville Unified Development Code is hereby *amended* as follows:

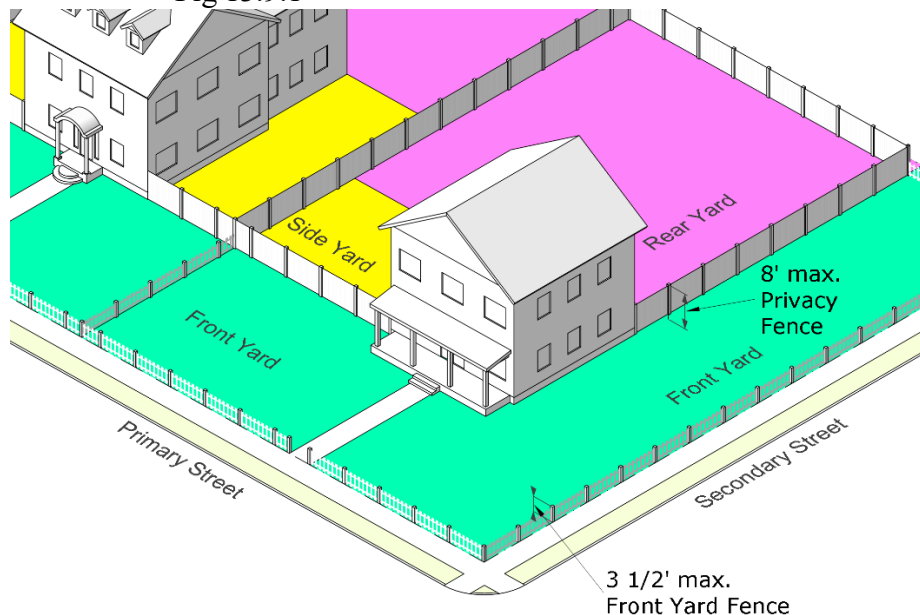
AMENDMENT

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**
1. Garage, carport, workshop, and pool houses
 - a. No garage, carport, workshop, or pool house shall be erected within ten (10) feet of any other building unless attached to the principal structure, or within five (5) feet of a property line unless stated otherwise in a district’s base dimensional standards.
 - b. No garage, carport, workshop, and pool house shall occupy more than thirty (30) percent of the required rear yard.
 - c. An accessory structure shall not occupy any part of a required front yard or side yard except garages and carports if allowed in that district.
 - d. A garage, carport, workshop, and pool houses cannot be used as an office or habitable space without meeting the requirements of the current adopted technical codes.
 2. Shed or storage building
 - a. A maximum of one (1) shed or storage building shall be permitted on a property zoned for residential use.
 - b. No shed or storage building shall be erected within ten (10) feet of any other building, or within five (5) feet of a property line unless stated otherwise in a district’s base dimensional standards.
 - c. A shed or storage building shall not occupy any part of a required front yard or side yard except those that are constructed as a part of a garage or carport if allowed in that district.
 - d. A shed or storage building cannot be used as an office or habitable space without meeting the requirements of the current adopted technical codes.
 3. Swimming pool
 - a. Swimming pools shall be located in the rear yard a minimum of five (5) feet from any building or property line.
 - b. Pool equipment shall not be located within the front yard. Pool equipment shall be screened from view from the right-of-way.
 - c. The discharge of water from the pool or pump shall not be discharged onto adjacent property.
 - d. Fencing shall be provided for all swimming pools as required by current building codes.
 4. Covered, open-air structure

- a. No covered, open-air structure shall be erected within five (5) feet of a property line.
 - b. A covered open-air structure shall not occupy any part of a required front yard unless it is part of the principal structure and meets current building code.
- 5. Outdoor living and recreation
 - a. No outdoor living and recreation areas shall be erected within five (5) feet of a property line.
 - b. Outdoor living and recreation areas shall not occupy any part of a required front yard.
 - c. Decks without a cover are only allowed to encroach in the rear and side yard setback, provided that the edge of the deck is at least three (3) feet from any lot line and no more than thirty (30) inches above the finished grade at the lot line of the adjacent property.
- 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 above natural grade.
 - 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.

Fig 13.9.1-



- 7. Community Sharing Structures (little free library, food pantry, toy share etc.)
 - a. Community Sharing Structures shall be permitted as accessory freestanding facilities in residential areas
 - b. A maximum of one (1) freestanding self-serve structure shall be permitted on a property zoned for residential use
 - c. A community sharing structure shall not be erected within ten (10)

feet of a side property line or within the site triangle of a driveway or street.

- d. The maximum height of a community sharing structure shall be no taller than six (6) feet.
- e. Community sharing structures shall be built to securely protect contents from weather hazards and be safely secured to the ground or wall.
- f. Community sharing structures shall not obstruct vehicular, bicycle, or pedestrian traffic.

C. Accessory use or structure for commercial uses

- 1. Shed or storage building used for storage for merchandise, supplies, and equipment
 - a. No shed or storage building shall be erected within ten (10) feet of any other building, or within five (5) feet of a property line unless stated otherwise in a district's base dimensional standards.
 - b. A maximum of one (1) shed or storage building shall be permitted on a property zoned for commercial use.
 - c. A shed or storage building cannot be used as an office or habitable space.
 - d. A shed or storage building shall not occupy any part of a required front yard or side yard.
 - e. A shed or storage building shall be limited to one (1) story in height.
- 2. Freestanding self-serve structures (atms, vending machines, ice machines, donation bins, etc.)
 - a. Freestanding self-serve structures or equipment shall be permitted as accessory freestanding facilities only when the location does not present a hazard to the motoring public, and they are lit and located in such a manner as to maximize the safety of the public using the facility.
 - b. If a drive-thru is provided, the site must accommodate safe stacking space for up to three (3) vehicles.
 - c. All associated utility connections to freestanding self-serve structures shall be designed to not be seen from the street or adjacent property. Free standing meter and breaker boxes shall not be permitted.
 - d. The areas adjacent to any freestanding self-serve structure or equipment shall be kept clean and free from any trash or any other byproduct associated with the use.
 - e. Contact information including name and address of the person or organization responsible for the structure shall be posted on the structure in a visible location.
- 3. Outdoor cooking area that are accessory to a principal building.
 - a. If possible, all outdoor cooking equipment shall be located on the side or rear of the principal building.
 - b. The areas adjacent to any outdoor cooking equipment visible from the street shall be kept clean and free from any trash, ashes, wood stacks, or any other byproduct associated with cooking.

4. 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.
5. Community Sharing Structures (little free library, food pantry, toy share etc.)
- a. Community Sharing Structures shall be permitted as accessory freestanding facilities in commercial areas
 - b. A maximum of one (1) freestanding self-serve structure shall be permitted on a property zoned for residential use
 - c. A community sharing structure shall not be erected within ten (10) feet of a side property line or within the site triangle of a driveway or street.
 - d. The maximum height of a community sharing structure shall be no taller than six (6) feet.
 - e. Community sharing structures shall be built to securely protect contents from weather hazards and be safely secured to the ground or wall.
 - f. Community sharing structures shall not obstruct vehicular, bicycle, or pedestrian traffic.

D. Accessory use or structure for Industrial uses

- 1. Shed or storage building used for storage for merchandise, supplies, and equipment.
 - a. No shed or storage building shall be erected within ten (10) feet of any other building, or within five (5) feet of a property line unless stated otherwise in a district's base dimensional standards.
 - b. A shed or storage building cannot be used as an office or habitable space on a property zoned for industrial use.
 - c. A shed or storage building shall not occupy any part of a required front yard.
- 2. Fences
 - a. The maximum height of fences and walls shall be eight (8) feet above grade.
 - b. Razor wire shall not be placed on any fence adjacent to the right-of-way, within the front setback, or along any property line that is not zoned for industrial uses.
 - c. See development standards charts for additional fencing requirements.

SECTION 11: **AMENDMENT** “13.9.6 Temporary Uses” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

13.9.6 Temporary Uses

- A. **Definition:** A temporary use is a use that is intended to allow for the short-term placement of activities, many of which would not be allowed on a permanent basis within that zoning district.
- B. **Parking:** None
- C. **Loading:** None.
- D. **Additional Standards:**
 - 1. **Garage or yard sales**
 - a. The sale of second hand goods owned by the person who occupies the residence in which the second hand goods are sold.
 - b. A person shall not sell merchandise acquired solely for the purpose of resale at a garage or occasional sale. Sales may occur no more than four (4) times a year for no longer than three (3) days on each occurrence.
 - c. No off-site signage is permitted for any garage or carport sales.
 - 2. **Temporary sales**
 - a. The open sale of seasonal items including but not limited to: produce, crawfish, barbeque, Christmas trees, and pumpkins. Firework stands are not permitted with city limits.
 - b. Temporary sales shall require a transient vendor's permit from the City of Starkville City Clerk's Office.
 - c. Temporary sales on private property shall not occupy any required parking space that is needed to meet the minimum requirements of the primary use of the property.
 - d. Vendors shall secure written permission from the property owner of the site. Customers and employees of the temporary sales must be able to use the sanitary facilities of the sponsoring business owner.
 - e. The vendor is responsible for the proper disposal of waste and trash associated with the operation. City trash receptacles are not to be used for this purpose. Vendors must provide their own trash receptacle on-site for patrons. Vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. The vendor must keep all areas associated with the temporary sale and any associated seating area clean of grease, trash, paper, cups or cans associated with the vending operation. No liquid waste or grease is to be disposed in tree pits, storm drains, onto the sidewalks, streets, or other public space. Under no circumstances can grease be released or disposed of in the City's sanitary sewer system.
 - f. Vendor operating hours in all districts shall only operate between the hours of 6:00 a.m. and 12:00 a.m. Cleanup and removal of the

pushcart or vehicle shall be completed within thirty (30) minutes of closing.

- g. Any tent structure used in conjunction with a temporary sales operation shall not exceed a maximum footprint of 200 square feet, limited specifically to either one 10' x 20' tent or a maximum of two 10' x 10' tents.
- h. Temporary sales operators shall be permitted to display exactly one temporary sign—limited to either a sidewalk sign, a yard sign, or a banner sign—placed within ten (10) feet of the vehicle.

3. Temporary Events

- a. Shall include carnivals, circus', and/or fairs.
- b. Temporary events shall be required to be approved by the Board of Aldermen.

4. Temporary Real Estate Office

- a. A temporary real estate office (e.g., mobile trailer), may be used in conjunction with an approved subdivision or development project, in any district for sales or leasing.
- b. The location of temporary real estate offices shall be illustrated on the approved site plan or infrastructure plan.
- c. Temporary real estate offices can be located on-site during the active construction process until a certificate of occupancy is issued for any part of the development or subdivision. After issuance of a certificate of occupancy, the temporary real estate office shall be removed from the property. A temporary real estate office may remain up to six (6) months after the certificate of occupancy with the approval of the City Planner.

5. Temporary Construction Office and Storage

- a. A temporary construction office and storage can contain a contractor's office and equipment sheds, including steel cargo storage containers.
- b. Temporary construction offices and storage are allowed in any district provided a building permit has been issued for construction on the site and such facilities are placed on the same lot of the building permit. After issuance of a certificate of occupancy, the temporary construction office and all storage structures shall be removed from the property.
- c. The location of temporary real estate offices shall be illustrated on the approved site plan or infrastructure plan.

SECTION 12: **AMENDMENT** “13.9.7 Portable Telecommunication Facilities” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

13.9.7 Portable Telecommunication Facilities

- A. **Definition.** Portable cellular base station with accompanying equipment used to provide temporary wireless network coverage and/or capacity which includes but is not limited to: Cellular on wheels (COW), Cellular on light truck (COLT), and pole mounted 5g telecommunications antenna.
- B. **Parking:** None
- C. **Loading:** None
- D. **Additional Standards:**
 - 1. **Application Requirements**
 - a. **Application Form.** All requests shall submit a complete application containing information as is outlined on the application form available in the Planning Department or on the website of the Planning Department and shall be submitted to the City Planner a minimum of fourteen (14) days in advance of the requested date of the deployment.
 - b. **Application Fees.** Application fees shall be in accordance with established fee schedule and due upon approval of the permit.
 - c. **Content.** The application shall include a map of the desired coverage area for the portable telecommunication facilities and the event associated with the need for additional coverage. The applicant shall justify the selection of the proposed site.
 - d. **Duration.** The application shall state the duration the portable telecommunication facility will be located on site. This shall include setup and takedown time.
 - e. **Leasing or Owner’s Agreement Requirement.** The application shall include documentation of valid lease or agreement with the owner of the site that the portable telecommunication facility is proposed to be located.
 - f. **Proof of Insurance.** The application shall include proof that all equipment associated with the portable telecommunication facility is adequately insured for injury and property damage. Proof of insurance shall be provided to the City of Starkville with any application submitted under this Code.
 - g. **Hold Harmless Agreement.** The Applicant must execute a written agreement to indemnify the City and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the use of the portable telecommunications facility.
 - h. **Permitting.** After review and acceptance of an application, the City Planner may approve a permit for a portable telecommunication facility. The approval of the permit may be renewed at the discretion

of City Planner.

2. General Requirements

- a. Portable telecommunication facilities may be approved for special events, in the case of equipment failure of permitted telecommunication facilities, equipment testing, equipment replacement, or emergency situations.
- b. All portable telecommunication facilities shall comply with Federal Communications Commission and Federal Aviation Administration rules and have all required licenses. No permits shall be issued until proof of approval for any required license has been submitted.
- c. **Notice to Remove.** Within twelve (12) hours following written notice from the City, a notified wireless provider shall, at its own expense; remove, relocate, change or alter the position of any portable telecommunication facility.
- d. **Emergency Removal or Relocation of Facilities.** The City retains the right and privilege to cut or move any portable telecommunication facility located within the rights-of-way of the City, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. If permitted by circumstances, the City shall notify the wireless provider in advance and provide the wireless provider an opportunity to move its own facilities prior to cutting or removing a facility; or, when circumstances do not permit, shall notify the wireless provider after cutting or removing any such facility.

SECTION 13: **AMENDMENT** “14.6.2.4 - Site Lighting And Building Illumination” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

14.6.2.4 - Site Lighting And Building Illumination

Site Lighting and Building Illumination	RN	SD-2	SD-6	TN-N	TN-E	MDU-9	MDU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-TND	O-CD	O-I	O-C	O-E	O-TN
Buildings fronting public streets shall provide pedestrian-scale lighting at entrances, storefronts, canopies, and façades. Lighting shall illuminate the adjacent public sidewalk to a minimum maintained illumination level of 1.0 foot-candle at grade and shall be shielded to prevent glare onto adjacent properties and roadways.	-	-	-	-	-	-	-	-	-	-	-	☐	■	■	■	-	-	-	-	-	-	-	-	-

☐ = Required, ■ = Required for Multi-Unit Residential, Commercial Use, Mixed Use, or Institutional Use, -- = Not Applicable or Not Required

SECTION 14: **AMENDMENT** “14.6.2.6.1 - Fences” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

14.6.2.6.1 – Fences

Fences	RN	SD-2	SD-6	TN-N	TN-E	MDU-9	WIDU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-TND	O-CD	O-I	O-C	O-E	O-TN
The maximum height of fences and walls that are not part of a required screen shall be three and a half (3 1/2) feet above natural grade when located in a front yard. Otherwise the maximum height of a fence is eight feet.	■	■	■	■	■	■	■	--	--	■	--	■	--	--	--	■	■	■	■	■	--	--	■	--

□ = Required, ■ = Required for Multi-Unit Residential, Commercial Use, Mixed Use, or Institutional Use, -- = Not Applicable or Not Required

SECTION 15: AMENDMENT “14.6.2.6.3 - Location And Screening Of Solid Waste Containers” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

14.6.2.6.3 - Location And Screening Of Solid Waste Containers

Location and Screening of Solid Waste Containers	RN	SD-2	SD-6	TN-N	TN-E	MDU-9	MDU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-TND	O-CD	O-I	O-C	O-E	O-TN
Dumpsters, waste oil, and grease container areas shall be considered solid waste containers and comply with Section 8 of the Code of Ordinances City of Starkville, Mississippi	■	--	--	□	□	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	□

□ = Required, ■ = Required for Multi-Unit Residential, Commercial Use, Mixed Use, or Institutional Use, -- = Not Applicable or Not Required

SECTION 16: **AMENDMENT** “14.10.3 Calculation Of Required Parking”
of the City of Starkville Unified Development Code is hereby *amended* as follows:

A M E N D M E N T

14.10.3 Calculation Of Required Parking

- A. The number of parking spaces required shall be calculated in accordance with the parking for that use. Where the use is not specifically listed or only a broad use category is shown, the City Planner shall be responsible for categorizing the use and determining the minimum number of parking spaces.
- B. For a multi-tenant development with a combination of commercial or institutional uses, the parking requirements are the sum of the requirements for each use, and no parking space for one (1) use can be included in the calculation of parking requirements unless otherwise permitted in this section.
- C. Institutional and commercial uses that share a parking lot with other commercial uses may not exceed their minimum parking by more than twenty-five percent (25%).
- D. Carport or Garage parking is counted as part of the required parking calculation for residential uses.

SECTION 17: **ADOPTION** “Section 14.17 Underground Utility Requirements” of the City of Starkville Unified Development Code is hereby *added* as follows:

ADOPTION

Section 14.17 Underground Utility Requirements(*Added*)

14.17.1 Purpose.

The purpose of this section is to promote public safety, improve utility system reliability, reduce visual clutter, enhance community character, and ensure that utility infrastructure associated with development is installed in a manner consistent with the intent of this Code.

14.17.2 Applicability.

Existing overhead utility facilities lawfully installed prior to the effective date of this section shall be considered conforming until redevelopment activities trigger the requirements of this section. The provisions of this section shall apply to:

- A. All new development requiring site plan approval, infrastructure plan approval, final plat approval for a major subdivision, or the issuance of a building permit for a new principal structure and/or associated with development activities subject to site plan review; and
- B. All substantial redevelopment. For purposes of this section, substantial redevelopment shall mean any redevelopment, reconstruction, renovation, expansion, or improvement where the cumulative value of permits issued within a three-year period exceeds fifty (50) percent of the replacement value of the principal structure, excluding land value, as determined by the Oktibbeha County Tax Assessor or a certified appraisal approved by the City.

14.17.3 Underground Utility Requirement

- A. All electric distribution facilities, service lines, communication facilities, fiber optic facilities, cable television facilities, and similar utility infrastructure installed to serve a development subject to this section shall be installed underground.
- B. For any site subject to site plan approval, all existing overhead distribution facilities and service lines located along the street frontage of the redevelopment site shall be relocated underground for the full length of the property's frontage on each public street, except as provided in subsection C.
- C. The requirements of subsection B shall not apply to:
 - 1. Industrial uses.
 - 2. Existing single detached dwelling uses.
 - 3. Existing attached duplex dwelling uses.
 - 4. Commercial uses where the primary electrical service is provided from the rear of the property through a utility easement, alley, or other utility corridor not located along the property's public street frontage, and where the serving utility provider determines that compliance with subsection B would be technically impracticable or would require disproportionate reconstruction of

the existing utility system.

- D. The undergrounding requirement shall extend to all distribution facilities and service lines located within public rights-of-way, utility easements, and other areas adjacent to the redevelopment site necessary to provide a continuous underground utility system along the affected frontage. The extent of required underground utility improvements shall be reasonably related and proportional to the development or redevelopment activity triggering compliance.
- E. Where strict application of this section would result in isolated overhead utility facilities, dead-end utility poles, or other impractical utility configurations, the Development Review Committee may require undergrounding of adjacent facilities only to the minimum extent necessary to eliminate isolated poles, maintain system continuity, or comply with utility engineering standards.
- F. All utility infrastructure required by this section shall be designed and installed in accordance with applicable City standards and the requirements of the serving utility provider.

14.17.4 Exemptions.

The underground utility requirements of this section shall not apply to:

- A. Electric transmission facilities and associated support structures.
- B. Electric sub-transmission facilities, bulk power facilities, major feeder facilities, and similar facilities not classified as distribution facilities by the serving utility provider.
- C. Electrical substations, switching stations, transformers, metering equipment, and similar utility appurtenances that cannot reasonably be installed underground.
- D. Temporary utility facilities associated with construction activities.
- E. Utility facilities that the serving utility provider certifies cannot reasonably be installed underground due to engineering, safety, reliability, or regulatory requirements.

14.17.5 Utility Provider Certification.

Where an exemption is requested pursuant to Section 14.17.4, the applicant shall provide written documentation from the serving utility provider identifying the affected facilities and the basis for the exemption. Classification of utility facilities shall be determined by the serving utility provider having jurisdiction over the facilities.

14.17.6 Compliance.

Required underground utility improvements shall be completed, or financial security acceptable to the City shall be provided, prior to issuance of a certificate of occupancy. The Development Review Committee shall have the authority to determine compliance with this section and may require additional information from the applicant or serving utility provider as necessary.

14.17.7 Hardship Relief.

The City Planner may grant relief as an administrative adjustment from the undergrounding requirements of this section where the applicant demonstrates that: (1) the cost of undergrounding exceeds twenty percent (20%) of the total project cost; or (2) compliance

would render the project economically infeasible. Economically infeasible shall mean that the cost of undergrounding would prevent a reasonable economic return on investment or make completion of the project impracticable. The applicant shall submit documentation supporting the request, including cost estimates prepared by qualified professionals acceptable to the City. The City Planner may consult with the serving utility provider regarding utility construction costs and feasibility prior to issuing an administrative adjustment.

14.17.8 Appeal.

Any determination made pursuant to this section may be appealed in accordance with Section 3.8 of this Code.

SECTION 18: **AMENDMENT** “17.3.7 Expiration Of Building Permits” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

17.3.7 Expiration Of Building Permits

- A. Any building permit issued in accordance with the Unified Development Code and the Technical Codes shall become invalid unless the work authorized by it has not commenced within ninety (90) days after the issuance of the permit and/or if continuous work has ceased for ninety (90) days or more. The determination of continuous work shall be based on observations by and the opinion of the Building Official. All building permits shall expire after one (1) year.
- B. Any demolition permit shall expire ninety (90) days after issuance of the demolition permit.



**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: August 4, 2026
PAGE: Page 1 of 19

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located at 586 CURRY ST, STARKVILLE, MS 39759, with the parcel number 118P-00-106.00, and is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

SUMMARY:

Initial inspection of 586 CURRY ST, STARKVILLE, MS 39759, with the parcel number 118P-00-106.00, was performed by Code Enforcement Officer Michael Harvey on February 6, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as overgrown vegetation all around the house. The north and east side can be seen to have rot and lose siding. This is causing many issues for the neighboring properties, such as the appearance of the neighborhood and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

A Notice of Violation was mailed to THOMPSON LUTHER, the property owner of the 586 Curry St, STARKVILLE, MS 39759, as well as the property address on Feb 9, 2026 by Officer Michael. Harvey. After the letter of violation was sent a representative of the owner reached out and stated that he would get a permit to demo the home. On June 8, 2026 some photos of the property were taken from the roadway and sent to code enforcement which showed no change to the property. Officer Harvey confirmed with the city that no permit was issued for the property. A second Notice of violation was mailed to THOMPSON LUTHER, the property owner of the 586 Curry St, STARKVILLE, MS 39759, as well as to the property address on June 8, 2026 by Officer Michael Harvey.

An Administrative Inspection Warrant was signed by Judge Kelley on July 6, 2026 and served on July 7, 2026. Building Official Stein McMullen was present during the execution of this warrant. The Administrative Inspection Warrant showed overgrown vegetation surrounding the house. Rotting, loose and missing siding around the exterior of the home was found, as well as bowed out and crumbling foundational exterior walls along with broken steps to the back door. The kitchen ceiling has fallen exposing holes in the roof. The second bedroom has a collapsed floor and ceiling along with a big hole in the roof. The bathroom ceiling also has fallen in.

Notices of the Public Hearing were posted on the front entrance window at City Hall and on the property on July 20, 2026. A Notice of Public Hearing was mailed on July 20, 2026, to the property tax payer/owner, THOMPSON LUTHER. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

REQUESTING

DIRECTOR'S

DEPARTMENT: Police-Code Enforcement

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Michael Harvey @ 662-323-4131

SUGGESTED MOTION:

Move to determine the property, located at 586 Curry St, STARKVILLE, MS 39759, with the parcel number 118P-00-106.00, is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the city take action to remove the structure on this property.

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

16.1 Nuisance

16.1.1 General Nuisance

16.1.2 Nuisance Prohibited

16.1.3 Nuisance Violation

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted.

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

586 CURRY ST, STARKVILLE, MS 39759, with the parcel number 118P-00-106.00

(Property Link)

Oktribbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 6/30/2026

Tax Year 2025

Records Last Updated 6/29/2026

PROPERTY DETAIL

OWNER	THOMPSON LUTHER	ACRES : **NA**
	1394 POOR HOUSE RD	LAND VALUE : 8500
		IMPROVEMENTS : 1510
	STARKVILLE MS 39759	TOTAL VALUE: 10010
		ASSESSED : 1502

PARCEL

118P-00-106.00

ADDRESS

586 CURRY ST

TAX INFORMATION

YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	82.78	82.78	0.00
CITY	51.07	51.07	0.00
SCHOOL	99.60	99.60	0.00
TOTAL	233.45	233.45	0.00

LAST PAYMENT DATE

11 / 19 / 2025

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL LOT 9 A CITY BLOCK 17
HOMESTEAD CODE	None
	MAP 118P DB/PG 463/543 2014/71
TAX DISTRICT	5110
	01
PPIN	011695
	B 2014 P 7101 10/30/2014
SECTION	34
TOWNSHIP	19N
RANGE	14E

Book 2014

Page 7101

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)



NOTICE OF VIOLATION

Violation Address:
586 CURRY ST ,
STARKVILLE, MISSISSIPPI, 39759

Date: February 9, 2026
Case Number: CE-26-2
Parcel Number: 118P-00-106.00

Name: LUTHER THOMPSON
Owner Address: 1394 POOR HOUSE RD STARKVILLE MISSISSIPPI, 39759

Dear Property Owner or Tenant,

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

This letter is an official written notice that you have until **February 23, 2026** to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

3.19.5.F	UDC 3.19.5.F Property or Parcel is a Menace to the Public Health Safety and Welfare	1. Upon verification of the alleged violation by the Building Official, the Code Enforcement Officer shall provide a notice to the property owner of a public hearing with the Board of Aldermen in compliance Miss. Code Ann. § 21-19- 11. 2. If the subject property or parcel of land is found by the Board of Aldermen to be in such condition as to be a menace to the public health, safety, and welfare of the community, the Board of Aldermen may issue a judgment against the responsible persons or parties, which may result in but is not limited to Remedies and Penalties found in section 3.19.6.
SECTION 304	EXTERIOR STRUCTURE	304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
16.1.1	UDC 16.1.1 General Nuisance	Nuisance shall include but not be limited to: A. Accumulation of noxious weeds and other rank vegetation. B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things. C. Any condition which provides harborage for rats, mice, snakes and other vermin. D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located. E. All unauthorized noises and vibrations, including animal



NOTICE OF VIOLATION

Violation Address:
586 CURRY ST,
STARKVILLE, MISSISSIPPI, 39759

Date: June 8, 2026
Case Number: CE-26-2
Parcel Number: 118P-00-106.00

Name: LUTHER THOMPSON
Owner Address: 1394 POOR HOUSE RD STARKVILLE MISSISSIPPI, 39759

Dear Property Owner or Tenant,

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

This letter is an official written notice that you have until **June 22, 2026** to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

3.19.5.F	UDC 3.19.5.F Property or 1. Upon verification of the alleged violation by the Parcel is a Menace to the Building Official, the Code Enforcement Officer Public Health Safety and Welfare	shall provide a notice to the property owner of a public hearing with the Board of Aldermen in compliance Miss. Code Ann. § 21-19- 11. 2. If the subject property or parcel of land is found by the Board of Aldermen to be in such condition as to be a menace to the public health, safety, and welfare of the community, the Board of Aldermen may issue a judgment against the responsible persons or parties, which may result in but is not limited to Remedies and Penalties found in section 3.19.6.
SECTION 304	EXTERIOR STRUCTURE	304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
304.1.1	IPMC 304.1.1 Unsafe conditions	The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1.The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength. 2.The

The photographs below were taken from the public view at the city road by Officer Harvey at the first inspection on February 6, 2026 at approximately 1054 hrs.

Call #	26-003585	Dispatcher	HARVEY, M		
Date/Time	02/06/2026 10:54:55	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
586 CURRY ST					
STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	10:54:55	10:54:55	11:01:28		
Notes					
2/6/2026 10:55:17 AM HARVEY, M TOOK PICTURES FROM THE ROAD WAY					



THOMPSON LUTHER
1394 POOR HOUSE RD
STARKVILLE MS 39759

July 20, 2026

NOTICE

PARCEL NUMBER: 118P-00-106.00
586 CURRY ST STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **August 4, 2026** before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

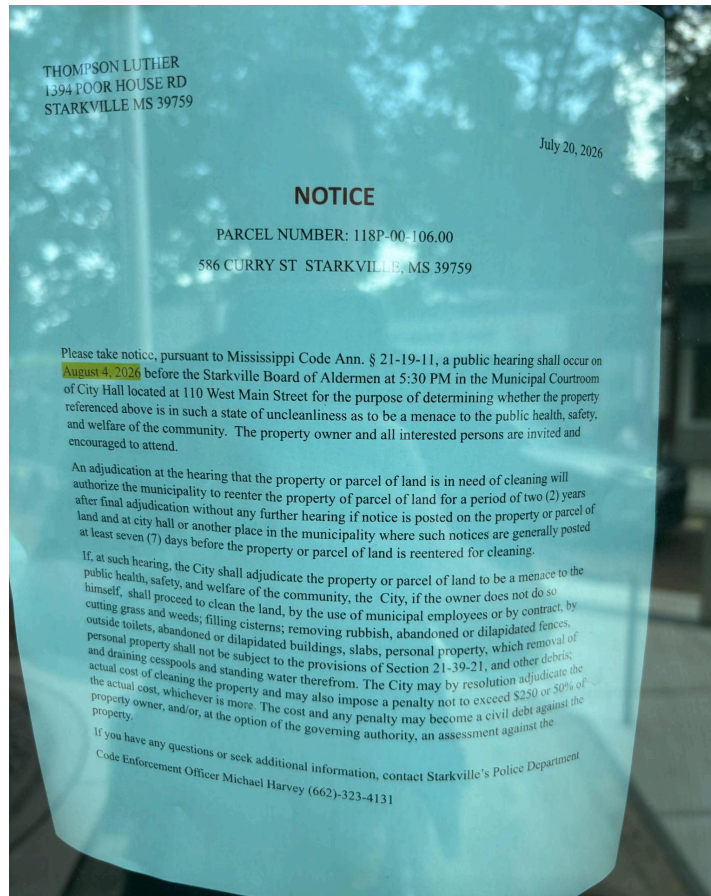
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Michael Harvey (662)-323-4131

The photograph below was taken by Officer Harvey on July 20, 2026, of the Public Hearing Notice posted in the front window at City Hall.

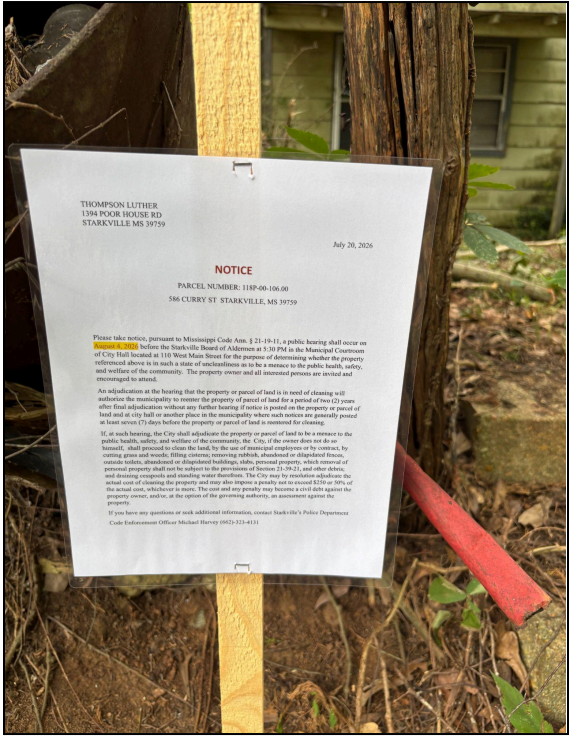
(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



(CALLCARD)

Call #	26-024515	Dispatcher	HARVEY, M		
Date/Time	07/20/2026 16:23:32	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	CITY HALL				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:23:32	16:23:32	16:33:44		
Notes					
7/20/2026 4:33:36 PM HARVEY, M POSTED PH NOTICES					

Public Hearing notice was posted on the property by Officer Harvey on July 20, 2026.



THOMPSON LUTHER
1394 POOR HOUSE RD
STARKVILLE MS 39759

July 20, 2026

NOTICE

PARCEL NUMBER: 118P-00-106.00
586 CURRY ST STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **August 4, 2026** before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of two (2) years after final adjudication unless any further hearing notice is posted in the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Michael Harvey (662)-323-4131

(CALLCARD)

STARKVILLE POLICE DEPT

from 07/20/2026
thru 07/22/2026 13:51

Calls For Service

Call # 26-024520

Date/Time 07/20/2026 16:49:04

Type CODE ENFORCEMENT

How Rcvd OFFICER INITIATED

Sent To Dispatch

Location Address
586 CURRY ST

Officer Information
Badge - Name HARVEY, M

Dispatched 16:49:04

Arrived 16:49:04

Cleared 16:50:43

De-Assign

Case Number

Notes
7/20/2026 4:50:37 PM HARVEY, M POSTED PH

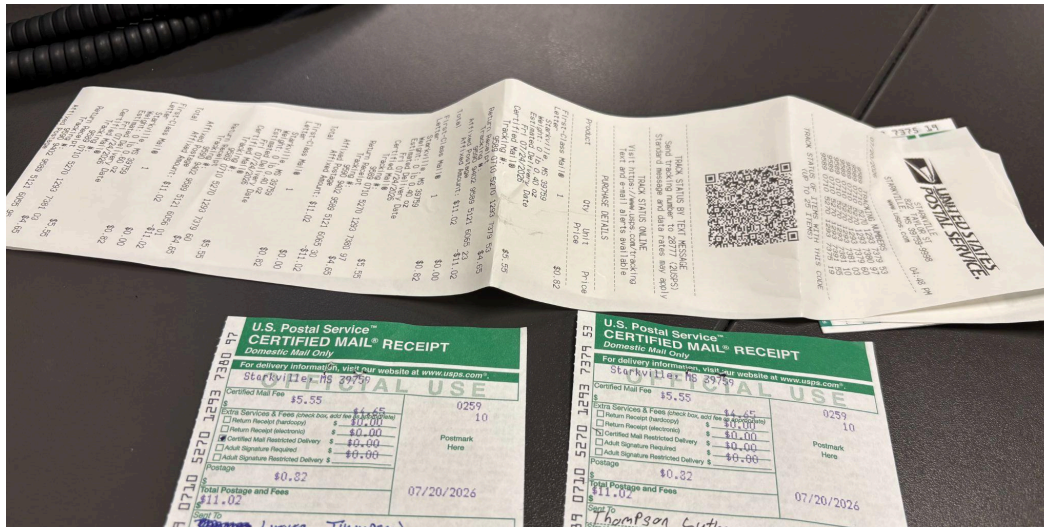
Dispatcher HARVEY, M

Disposition NO ACTION

Zone

Public Hearing notice mailed to the property & property owner via US mail on July 20, 2026.

(PHOTOS OF MAIL SENT)



(CALLCARD)

Call #	26-024522	Dispatcher	HARVEY, M		
Date/Time	07/20/2026 16:52:23	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
POST OFFICE					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:52:23	16:52:23	16:53:02		
Notes					
7/20/2026 4:52:54 PM	HARVEY, M		POSTED PH NOTICES		

This Administrative Inspection Warrant was executed by Officer Michael Harvey and Building Official Stein McMullen on July 7, 2026, at approximately 0818 hrs. Photographs were taken of the property and of the structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Ofc. Michael Harvey, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

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

The entire property and house, including any locked or secured rooms or compartments at 586 Curry St., Starkville, Oktibbeha County, Mississippi, Parcel #118P-00-106.00, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

THOMPSON LUTHER and Unknown Persons.

3. That said things particularly described as follows:

Any and all evidence of structural damage and unsanitary health conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

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

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

This warrant shall be executed within 10 days of the date of issuance.


J. Earl Kelley II, J.P. 2026 14 32 29 COTI

Judge

(CALL CARD)

Call #	26-023076	Dispatcher	MING, A		
Date/Time	07/07/2026 08:18:09	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
586 CURRY					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
GILLEN, S	08:18:09	08:18:09	08:44:56		
HARVEY, M	08:18:24	08:18:28	08:44:39		
ELLISON,	08:27:51	08:29:59	08:34:48		
Notes					
7/7/2026 8:43:21 AM	HARVEY, M	WARRANT LEFT ON DOOR			
7/7/2026 8:43:33 AM	HARVEY, M	PUBLIC HEARING POSTED			
7/7/2026 8:43:48 AM	HARVEY, M	PICTURES OF THE PROPERTY TAKEN			
7/7/2026 8:44:34 AM	HARVEY, M	INSPECTION DONE WITH OFFICER HARVEY, SGT GILLEN, AND BUILDING OFFICAL MCMULLEN.			

















**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: August 4, 2026
PAGE: Page 1 of 14

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located at 305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118J-00-074.00, and is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

SUMMARY:

Initial inspection of 305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118J-00-074.00, was performed by Code Enforcement Officer Michael Harvey on June 24, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as overgrown vegetation around the borders of the complex. This is causing many issues for the residents, such as the appearance of the complex and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

A Notice of Violation was mailed to BROOKVILLE GARDEN GROUP LP, the property owner of the 305 EVERGLADE AVE, 118J-00-074.00, STARKVILLE, MS 39759, as well as the property address on June 24, 2026 by Officer Michael. Harvey.

An Administrative Inspection Warrant was signed by Judge Kelley on July 14, 2026 and served on July 15, 2026. Officer Harvey and Sgt. Gillen were present during the execution of this warrant. The Administrative Inspection Warrant showed major overgrown vegetation surrounding the apartment buildings with some areas containing grass and weeds reaching waist height.

Notices of the Public Hearing were posted on the front entrance window at City Hall and on the property on July 15, 2026. A Notice of Public Hearing was mailed on July 15, 2026, to the property tax payer/owner, BROOKVILLE GARDEN GROUP LP. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

REQUESTING

DIRECTOR'S

DEPARTMENT: Police-Code Enforcement

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Michael Harvey @ 662-323-4131

SUGGESTED MOTION:

Move to determine the property, located at 305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118J-00-074.00, is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the city take action to remove the structure on this property.

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

16.1 Nuisance

16.1.1 General Nuisance

16.1.2 Nuisance Prohibited

16.1.3 Nuisance Violation

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted.

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118J-00-074.00

(Property Link)

Oktober County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 7/20/2026

Tax Year 2025
Records Last Updated 7/19/2026

PROPERTY DETAIL

OWNER	BROOKVILLE GARDEN GROUP LP	ACRES : **NA**
	102 FIRST CHOICE DR	LAND VALUE : 574500
		IMPROVEMENTS : **NA**
	MADISON MS 39110	TOTAL VALUE: 574500
		ASSESSED : 86175

PARCEL

118K-00-016.00

ADDRESS

305 EVERGLADE AVE

TAX INFORMATION

YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	4749.10	4749.10	0.00
CITY	2929.95	2929.95	0.00
SCHOOL	5714.26	5714.26	0.00
TOTAL	13393.31	13393.31	0.00

LAST PAYMENT DATE

12 / 16 / 2025

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL LOT 7 CITY BLK 73
HOMESTEAD CODE	None 2022/45
TAX DISTRICT	5110 MAP 118K DB/PG 640/68 2012/434
PPIN	001369 6
SECTION	33 B 2022 P 45 12/30/2021
TOWNSHIP	19N
RANGE	14E

Book 2022

Page 45

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2021	FIG 20 LLC	1/30/2023 BROOKVILLE GARDENS GROUP LP

Back

[Log In HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)

[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

First Notice of Violation issued on June 25, 2026.



NOTICE OF VIOLATION

Violation Address:
305 Everglade Ave ,
Starkville, MS, 39759

Date: June 25, 2026
Case Number: CE-26-437
Parcel Number: 118J-00-074.00

Name: BROOKVILLE GARDEN GROUP LP
Owner Address: 102 FIRST CHOICE DR MADISON MS, 39110

Dear Property Owner or Tenant,

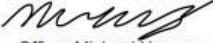
The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

This letter is an official written notice that you have until **July 2, 2026** to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

16.5.1.A	UDC 16.5.1.A Mowing Standards - Improved Property	Improved Property. Grass or weeds shall be less than twelve (12) inches in height measured above the ground.
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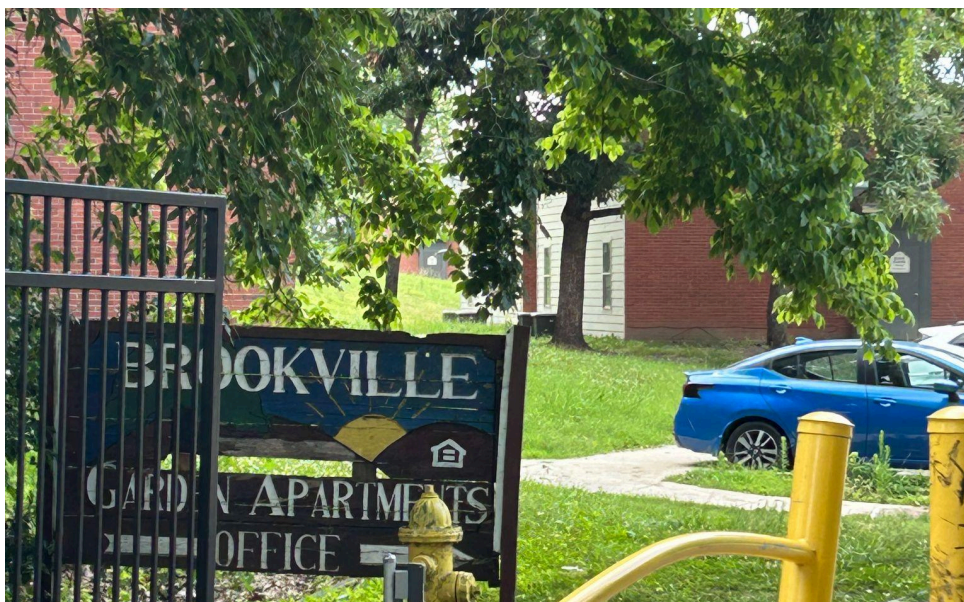
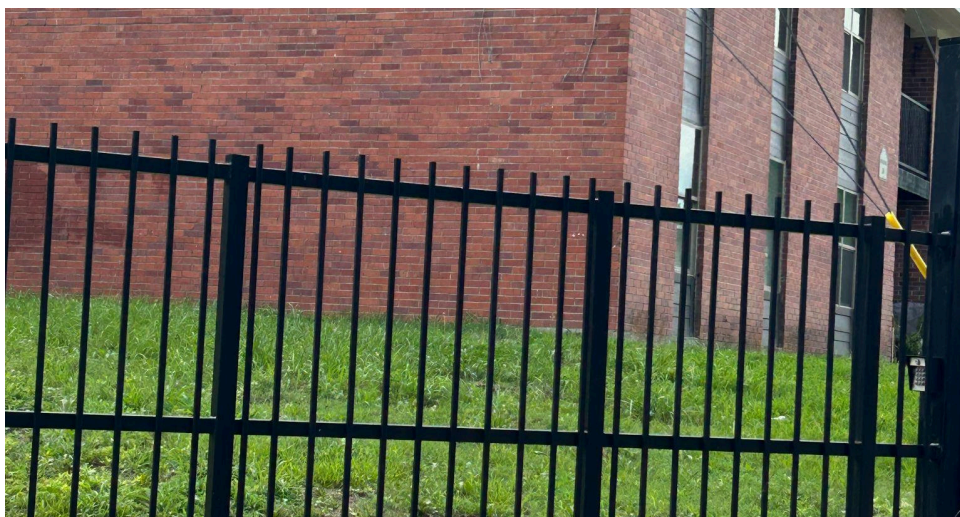
By the following date said violation is to be corrected:
July 2, 2026


Officer Michael Harvey
Code Enforcement

The Unified Development Code and Municipal Code of Ordinances can be found at <https://starkville.municipalcodeonline.com/>
For more information regarding remedies and penalties please see
Section 3.19.6 of the Unified Development Code.

The photographs below were taken from the public view at the city road by Sgt. Gillen at the first inspection on June 24, 2026 at approximately 1611 hrs.

Call #	26-021647	Dispatcher	GILLEN, S		
Date/Time	06/24/2026 16:11:52	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
305 EVERGLADE					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
GILLEN, S	16:11:52	16:11:52	16:20:32		
Notes					
6/24/2026 4:20:24 PM		GILLEN, S	PHOTOS TAKEN OUTSIDE OF GATES		





102 FIRST CHOICE DR
MADISON MS 39110

July 15, 2026

NOTICE

PARCEL NUMBER: 118J-00-074.00

305 EVERGLADE AVE STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **August 4, 2026** before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

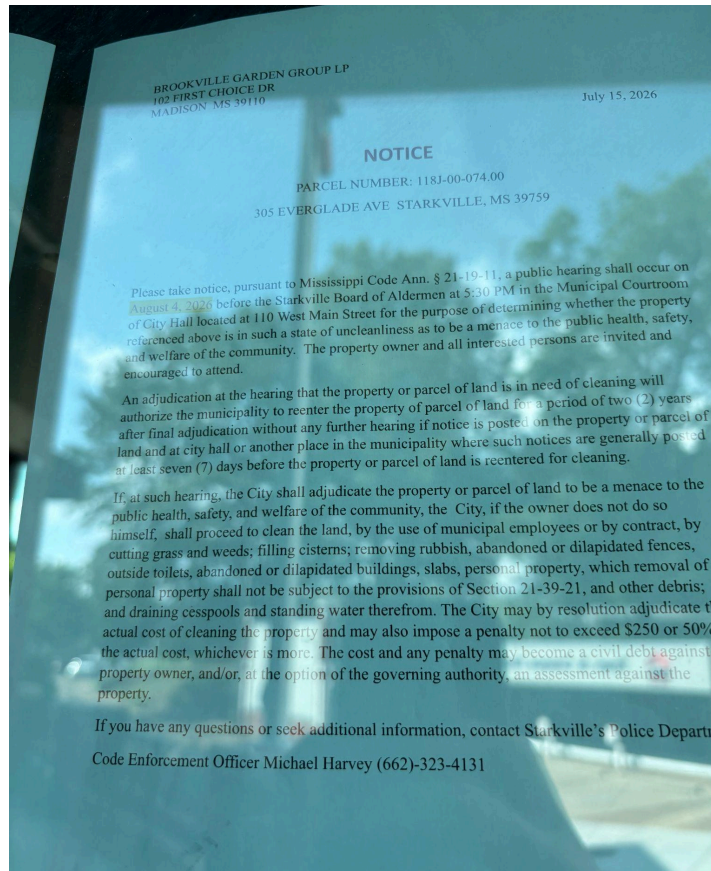
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Michael Harvey (662)-323-4131

The photograph below was taken by Officer Harvey on July 15, 2026, of the Public Hearing Notice posted in the front window at City Hall.

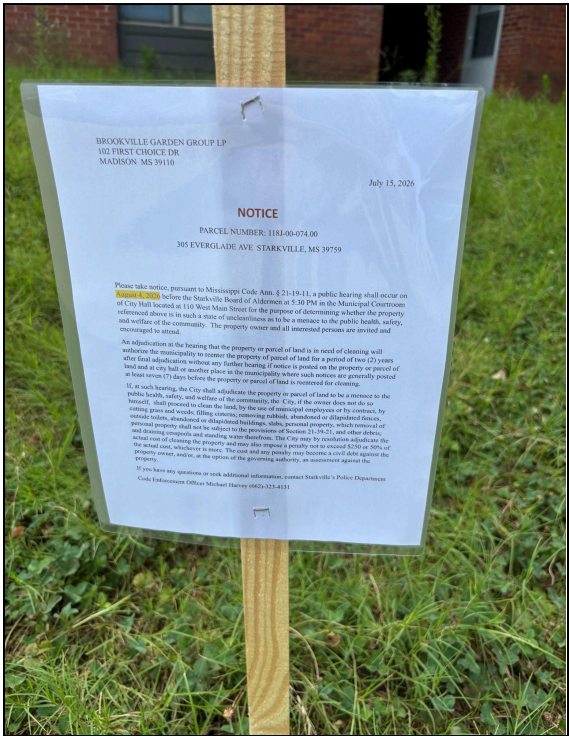
(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



(CALLCARD)

Call #	26-023951	Dispatcher	HARVEY, M		
Date/Time	07/15/2026 16:55:53	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	CITY HALL				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:55:53	16:55:53	17:03:45		
Notes					
7/15/2026 5:03:38 PM HARVEY, M POSTED PH FOR 305 EVERGLADE					

Public Hearing notice was posted on the property by Officer Harvey on July 15, 2026.



102 FIRST CHOICE DR
MADISON MS 39110

July 15, 2026

NOTICE

PARCEL NUMBER: 1181-00-074.00
305 EVERGLADE AVE STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **August 4, 2026** before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Michael Harvey (662)-323-4131

(CALLCARD)

Call #	26-023939	Dispatcher	HARVEY, M		
Date/Time	07/15/2026 14:42:00	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	305 EVERGLADE AVE				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	14:42:00	14:42:00	15:29:53		
Notes					
7/15/2026 3:28:49 PM	HARVEY, M	WARRANT SERVED WITH OFFICER HARVEY AND SGT GILLEN			
7/15/2026 3:28:59 PM	HARVEY, M	POSTED PH			
7/15/2026 3:29:41 PM	HARVEY, M	TOOK PICTURE S OF PROPERTY			

Public Hearing notice mailed to the property & property owner via US mail on July 15, 2026.

(PHOTOS OF MAIL SENT)



(CALLCARD)

STARKVILLE POLICE DEPT						from 07/15/2026 thru 07/21/2026 13:31	
Calls For Service							
Call #	26-023950		Dispatcher	HARVEY, M			
Date/Time	07/15/2026 16:33:58		Disposition	NO ACTION			
Type	CODE ENFORCEMENT		Zone				
How Rcvd	OFFICER INITIATED						
Sent To Dispatch							
Location Address	POST OFFICE						
Officer Information							
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number		
HARVEY, M	16:33:58	16:33:58	16:40:52				
Notes							
7/15/2026 4:40:42 PM		HARVEY, M		POSTED PH FOR 305 EVERGLADE			

This Administrative Inspection Warrant was executed by Officer Michael Harvey and Sgt. Gillen on July 15, 2026, at approximately 1442 hrs. Photographs were taken of the property and of the structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Ofc. Michael Harvey, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

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

The entire property and house, including any locked or secured rooms or compartments at 586 Curry St., Starkville, Oktibbeha County, Mississippi, Parcel #118P-00-106.00, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

THOMPSON LUTHER and Unknown Persons.

3. That said things particularly described as follows:

Any and all evidence of structural damage and unsanitary health conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

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

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

This warrant shall be executed within 10 days of the date of issuance.



Judge

(CALL CARD)

Call #	26-023939	Dispatcher	HARVEY, M		
Date/Time	07/15/2026 14:42:00	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
305 EVERGLADE AVE					
Officer Information					
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**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: August 4, 2026
PAGE: Page 1 of 20

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located at 305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118K-00-016.00, and is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

SUMMARY:

Initial inspection of 305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118K-00-016.00, was performed by Code Enforcement Officer Michael Harvey on June 24, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as overgrown vegetation around the borders of the complex. This is causing many issues for the residents, such as the appearance of the complex and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

A Notice of Violation was mailed to BROOKVILLE GARDEN GROUP LP, the property owner of the 305 EVERGLADE AVE, 118K-00-016.00, STARKVILLE, MS 39759, as well as the property address on June 24, 2026 by Officer Michael. Harvey.

An Administrative Inspection Warrant was signed by Judge Kelley on July 14, 2026 and served on July 15, 2026. Officer Harvey and Sgt. Gillen were present during the execution of this warrant. The Administrative Inspection Warrant showed major overgrown vegetation surrounding the apartment buildings with some areas containing grass and weeds reaching waist height.

Notices of the Public Hearing were posted on the front entrance window at City Hall and on the property on July 15, 2026. A Notice of Public Hearing was mailed on July 15, 2026, to the property tax payer/owner, BROOKVILLE GARDEN GROUP LP. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

REQUESTING

DIRECTOR'S

DEPARTMENT: Police-Code Enforcement

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Michael Harvey @ 662-323-4131

SUGGESTED MOTION:

Move to determine the property, located at 305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118K-00-016.00, is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the city take action to remove the structure on this property.

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

16.1 Nuisance

16.1.1 General Nuisance

16.1.2 Nuisance Prohibited

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16.1.1 General Nuisance

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

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted.

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118K-00-016.00

(Property Link)

OkTibbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 7/20/2026

Tax Year 2025
Records Last Updated 7/19/2026

PROPERTY DETAIL

OWNER	BROOKVILLE GARDEN GROUP LP	ACRES : **NA**
	102 FIRST CHOICE DR	LAND VALUE : 574500
		IMPROVEMENTS : **NA**
	MADISON MS 39110	TOTAL VALUE: 574500
		ASSESSED : 86175

PARCEL

118K-00-016.00

ADDRESS

305 EVERGLADE AVE

TAX INFORMATION

YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	4749.10	4749.10	0.00
CITY	2929.95	2929.95	0.00
SCHOOL	5714.26	5714.26	0.00
TOTAL	13393.31	13393.31	0.00

LAST PAYMENT DATE

12 / 16 / 2025

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL LOT 7 CITY BLK 73
HOMESTEAD CODE	None 2022/45
TAX DISTRICT	5110 MAP 118K DB/PG 640/68 2012/434
PPIN	001369 6
SECTION	33 B 2022 P 45 12/30/2021
TOWNSHIP	19N
RANGE	14E

Book 2022

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[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2021	FIG 20 LLC	1/30/2023 BROOKVILLE GARDENS GROUP LP

Back

[Log In HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)

[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

First Notice of Violation issued on June 25, 2026.



NOTICE OF VIOLATION

Violation Address:
305 Everglade Ave ,
STARKVILLE, MISSISSIPPI, 39759

Date: June 25, 2026
Case Number: CE-26-435
Parcel Number: 118K-00-016.00

Name: BROOKVILLE GARDEN GROUP LP
Owner Address: 102 FIRST CHOICE DR MADISON MS, 39110

Dear Property Owner or Tenant,

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

This letter is an official written notice that you have until **July 2, 2026** to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

16.5.1.A	UDC 16.5.1.A Mowing Standards - Improved Property	Improved Property. Grass or weeds shall be less than twelve (12) inches in height measured above the ground.
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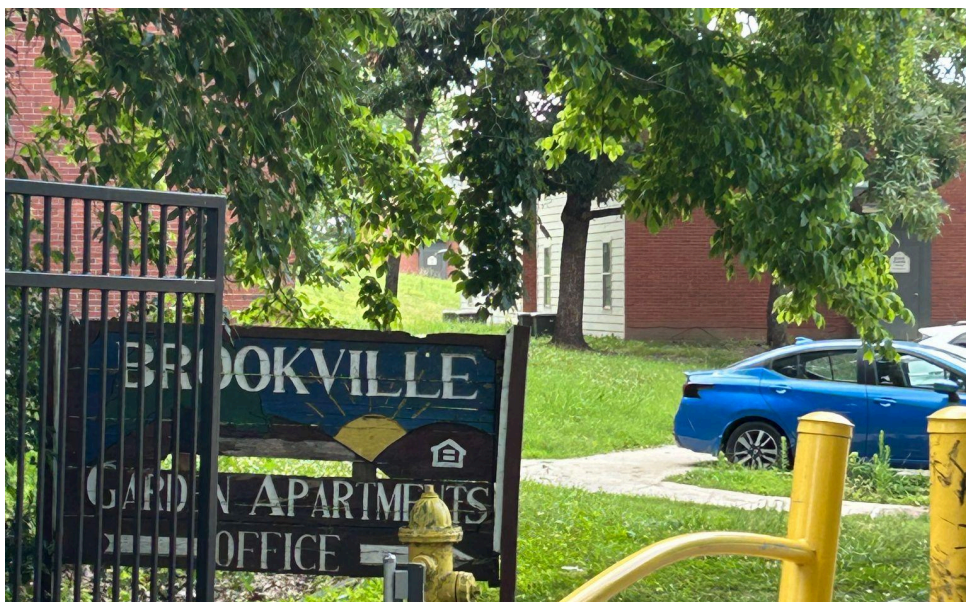
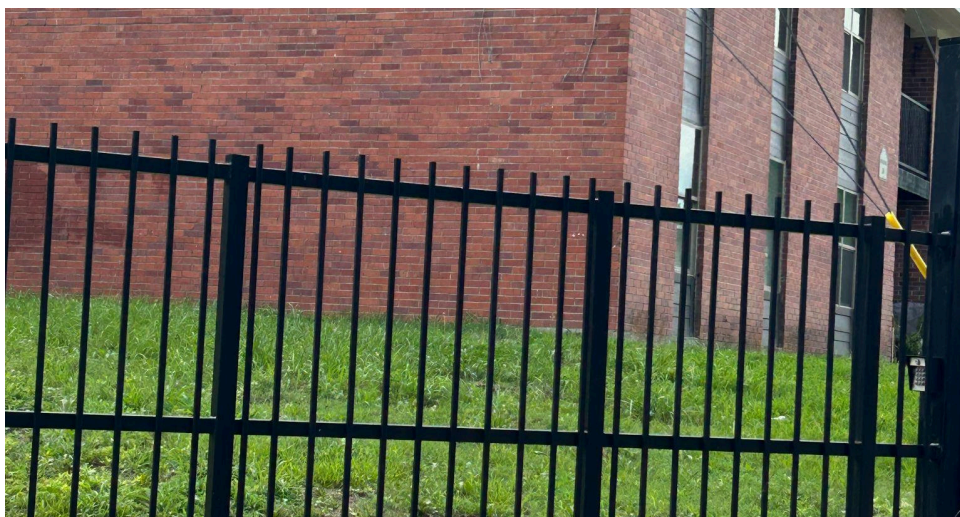
By the following date said violation is to be corrected:
July 2, 2026


Officer Michael Harvey
Code Enforcement

The Unified Development Code and Municipal Code of Ordinances can be found at <https://starkville.municipalcodeonline.com/>
For more information regarding remedies and penalties please see
Section 3.19.6 of the Unified Development Code.

The photographs below were taken from the public view at the city road by Sgt. Gillen at the first inspection on June 24, 2026 at approximately 1611 hrs.

Call #	26-021647	Dispatcher	GILLEN, S		
Date/Time	06/24/2026 16:11:52	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
305 EVERGLADE					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
GILLEN, S	16:11:52	16:11:52	16:20:32		
Notes					
6/24/2026 4:20:24 PM		GILLEN, S	PHOTOS TAKEN OUTSIDE OF GATES		





BROOKVILLE GARDEN GROUP LP
102 FIRST CHOICE DR
MADISON MS 39110

July 15, 2026

NOTICE

PARCEL NUMBER: 118K-00-016.00
305 EVERGLADE AVE STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **August 4, 2026** before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

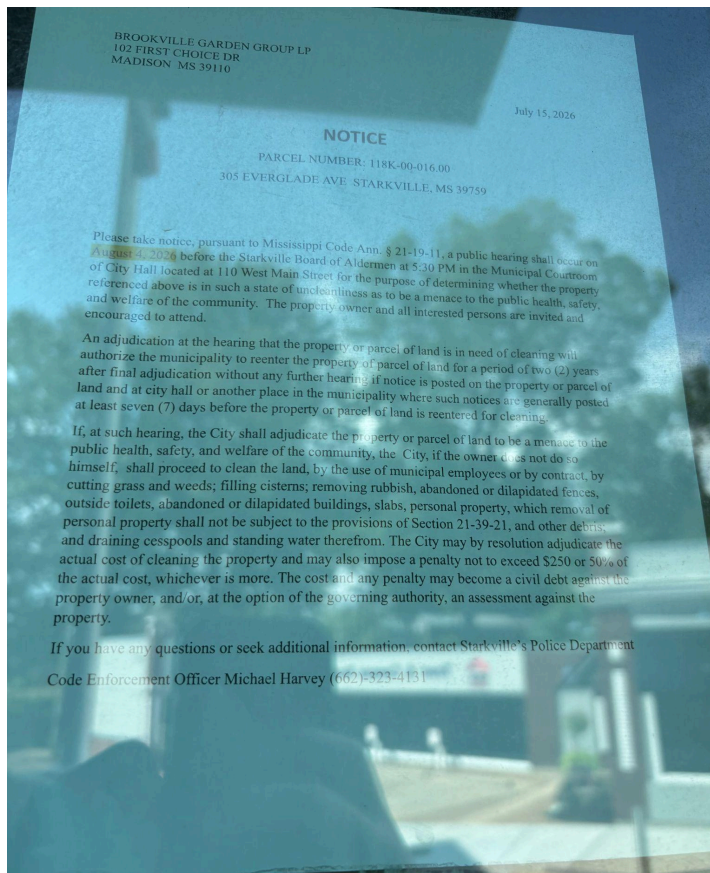
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Michael Harvey (662)-323-4131

The photograph below was taken by Officer Harvey on July 15, 2026, of the Public Hearing Notice posted in the front window at City Hall.

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



(CALLCARD)

Call #	26-023951	Dispatcher	HARVEY, M		
Date/Time	07/15/2026 16:55:53	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	CITY HALL				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:55:53	16:55:53	17:03:45		
Notes					
7/15/2026 5:03:38 PM HARVEY, M POSTED PH FOR 305 EVERGLADE					

Public Hearing notice was posted on the property by Officer Harvey on July 15, 2026.



NOTICE

PARCEL NUMBER: 118K-00-016.00
305 EVERGLADE AVE STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **August 4, 2026** before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Michael Harvey (662)-323-4131

(CALLCARD)

Call #	26-023939	Dispatcher	HARVEY, M		
Date/Time	07/15/2026 14:42:00	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	305 EVERGLADE AVE				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	14:42:00	14:42:00	15:29:53		
Notes					
7/15/2026 3:28:49 PM	HARVEY, M	WARRANT SERVED WITH OFFICER HARVEY AND SGT GILLEN			
7/15/2026 3:28:59 PM	HARVEY, M	POSTED PH			
7/15/2026 3:29:41 PM	HARVEY, M	TOOK PICTURE S OF PROPERTY			

Public Hearing notice mailed to the property & property owner via US mail on July 15, 2026.

(PHOTOS OF MAIL SENT)



(CALLCARD)

STARKVILLE POLICE DEPT						from 07/15/2026 thru 07/21/2026 13:31	
Calls For Service							
Call #	26-023950		Dispatcher	HARVEY, M			
Date/Time	07/15/2026 16:33:58		Disposition	NO ACTION			
Type	CODE ENFORCEMENT		Zone				
How Rcvd	OFFICER INITIATED						
Sent To Dispatch							
Location Address	POST OFFICE						
Officer Information							
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number		
HARVEY, M	16:33:58	16:33:58	16:40:52				
Notes							
7/15/2026 4:40:42 PM		HARVEY, M		POSTED PH FOR 305 EVERGLADE			

This Administrative Inspection Warrant was executed by Officer Michael Harvey and Sgt. Gillen on July 15, 2026, at approximately 1442 hrs. Photographs were taken of the property and of the structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Ofc. Michael Harvey, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

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

The entire property and house, including any locked or secured rooms or compartments at 586 Curry St., Starkville, Oktibbeha County, Mississippi, Parcel #118P-00-106.00, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

THOMPSON LUTHER and Unknown Persons.

3. That said things particularly described as follows:

Any and all evidence of structural damage and unsanitary health conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

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

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

This warrant shall be executed within 10 days of the date of issuance.



Judge

(CALL CARD)

Call #	26-023939	Dispatcher	HARVEY, M		
Date/Time	07/15/2026 14:42:00	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
305 EVERGLADE AVE					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	14:42:00	14:42:00	15:29:53		
Notes					
7/15/2026 3:28:49 PM	HARVEY, M	WARRANT SERVED WITH OFFICER HARVEY AND SGT GILLEN			
7/15/2026 3:28:59 PM	HARVEY, M	POSTED PH			
7/15/2026 3:29:41 PM	HARVEY, M	TOOK PICTURES OF PROPERTY			



















**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department

AGENDA DATE: August 4, 2026

PAGE: Page 1 of 17

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located at 305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118K-00-015.00, and is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

SUMMARY:

Initial inspection of 305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118K-00-015.00, was performed by Code Enforcement Officer Michael Harvey on June 24, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as overgrown vegetation around the borders of the complex. This is causing many issues for the residents, such as the appearance of the complex and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

A Notice of Violation was mailed to BROOKVILLE GARDEN GROUP LP, the property owner of the 305 EVERGLADE AVE, 118K-00-015.00, STARKVILLE, MS 39759, as well as the property address on June 24, 2026 by Officer Michael. Harvey.

An Administrative Inspection Warrant was signed by Judge Kelley on July 14, 2026 and served on July 15, 2026. Officer Harvey and Sgt. Gillen were present during the execution of this warrant. The Administrative Inspection Warrant showed major overgrown vegetation surrounding the apartment buildings with some areas containing grass and weeds reaching waist height.

Notices of the Public Hearing were posted on the front entrance window at City Hall and on the property on July 15, 2026. A Notice of Public Hearing was mailed on July 15, 2026, to the property tax payer/owner, BROOKVILLE GARDEN GROUP LP. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

REQUESTING

DIRECTOR'S

DEPARTMENT: Police-Code Enforcement

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Michael Harvey @ 662-323-4131

SUGGESTED MOTION:

Move to determine the property, located at 305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118K-00-015.00, is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the city take action to remove the structure on this property.

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

16.1 Nuisance

16.1.1 General Nuisance

16.1.2 Nuisance Prohibited

16.1.3 Nuisance Violation

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted.

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118K-00-015.00

(Property Link)

Oktribbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 7/20/2026

Tax Year 2025
Records Last Updated 7/19/2026

PROPERTY DETAIL

OWNER	BROOKVILLE GARDEN GROUP LP	ACRES : **NA**
	102 FIRST CHOICE DR	LAND VALUE : 574500
		IMPROVEMENTS : **NA**
	MADISON MS 39110	TOTAL VALUE: 574500
		ASSESSED : 86175

PARCEL

118K-00-016.00

ADDRESS

305 EVERGLADE AVE

TAX INFORMATION

YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	4749.10	4749.10	0.00
CITY	2929.95	2929.95	0.00
SCHOOL	5714.26	5714.26	0.00
TOTAL	13393.31	13393.31	0.00

LAST PAYMENT DATE

12 / 16 / 2025

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL LOT 7 CITY BLK 73
HOMESTEAD CODE	None 2022/45
TAX DISTRICT	5110 MAP 118K DB/PG 640/68 2012/434
PPIN	001369 6
SECTION	33 B 2022 P 45 12/30/2021
TOWNSHIP	19N
RANGE	14E

Book 2022

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[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2021	FIG 20 LLC	1/30/2023 BROOKVILLE GARDENS GROUP LP

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First Notice of Violation issued on June 25, 2026.



NOTICE OF VIOLATION

Violation Address:
305 Everglade Ave ,
STARKVILLE, MISSISSIPPI, 39759

Date: June 25, 2026
Case Number: CE-26-436
Parcel Number: 118K-00-015.00

Name: BROOKVILLE GARDEN GROUP LP
Owner Address: 102 FIRST CHOICE DR MADISON MS, 39110

Dear Property Owner or Tenant,

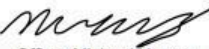
The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

This letter is an official written notice that you have until **July 2, 2026** to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

16.5.1.A	UDC 16.5.1.A Mowing Standards - Improved Property	Improved Property. Grass or weeds shall be less than twelve (12) inches in height measured above the ground.
----------	---	--

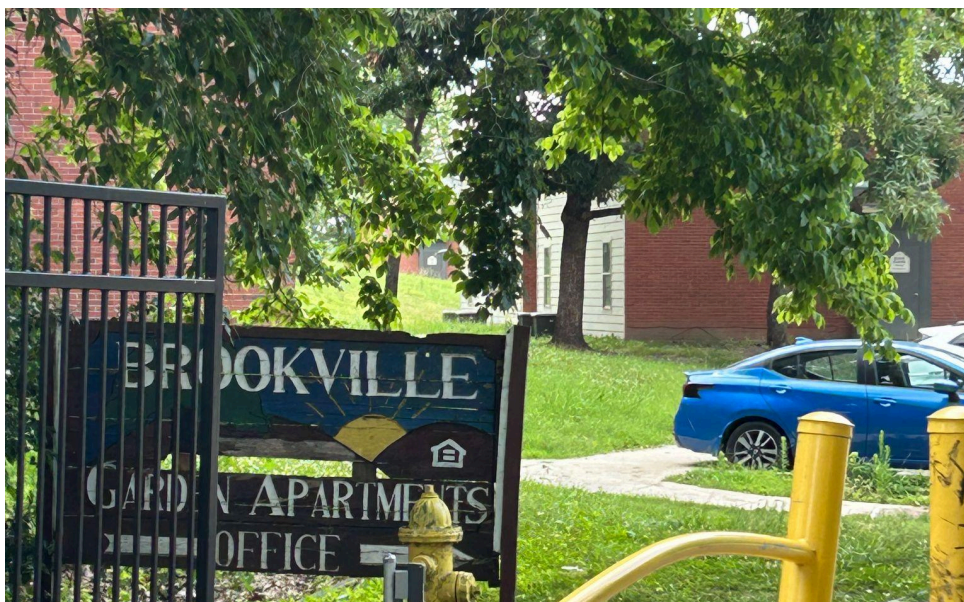
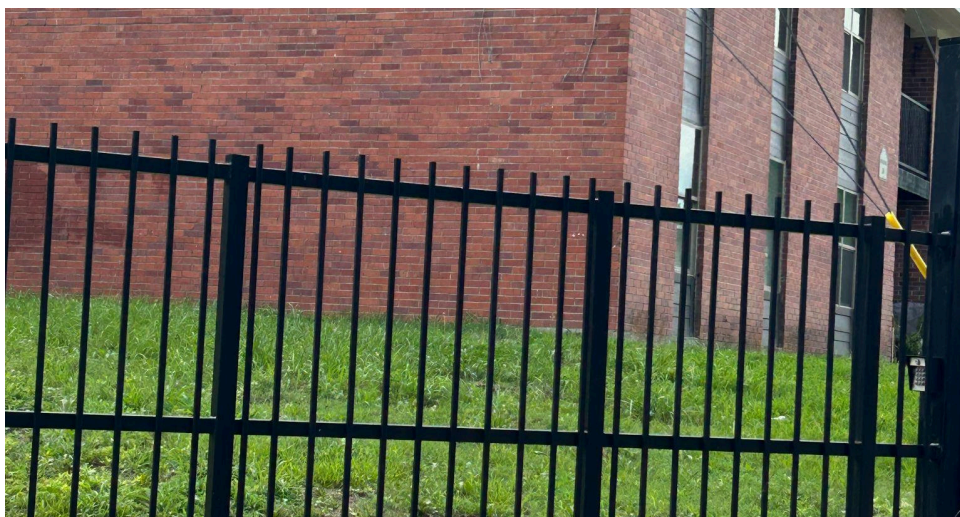
By the following date said violation is to be corrected:
July 2, 2026


Officer Michael Harvey
Code Enforcement

The Unified Development Code and Municipal Code of Ordinances can be found at <https://starkville.municipalcodeonline.com/>
For more information regarding remedies and penalties please see
Section 3.19.6 of the Unified Development Code.

The photographs below were taken from the public view at the city road by Sgt. Gillen at the first inspection on June 24, 2026 at approximately 1611 hrs.

Call #	26-021647	Dispatcher	GILLEN, S		
Date/Time	06/24/2026 16:11:52	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
305 EVERGLADE					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
GILLEN, S	16:11:52	16:11:52	16:20:32		
Notes					
6/24/2026 4:20:24 PM		GILLEN, S	PHOTOS TAKEN OUTSIDE OF GATES		





MADISON MS 39110

July 15, 2026

NOTICE

PARCEL NUMBER: I18K-00-015.00

305 EVERGLADE AVE STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **August 4, 2026** before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

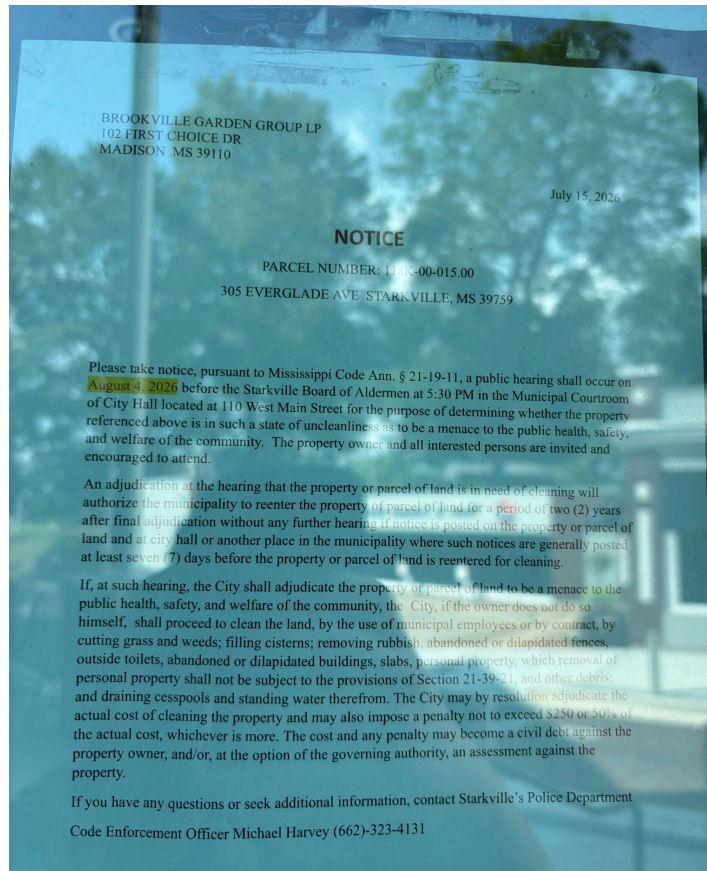
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Michael Harvey (662)-323-4131

The photograph below was taken by Officer Harvey on July 15, 2026, of the Public Hearing Notice posted in the front window at City Hall.

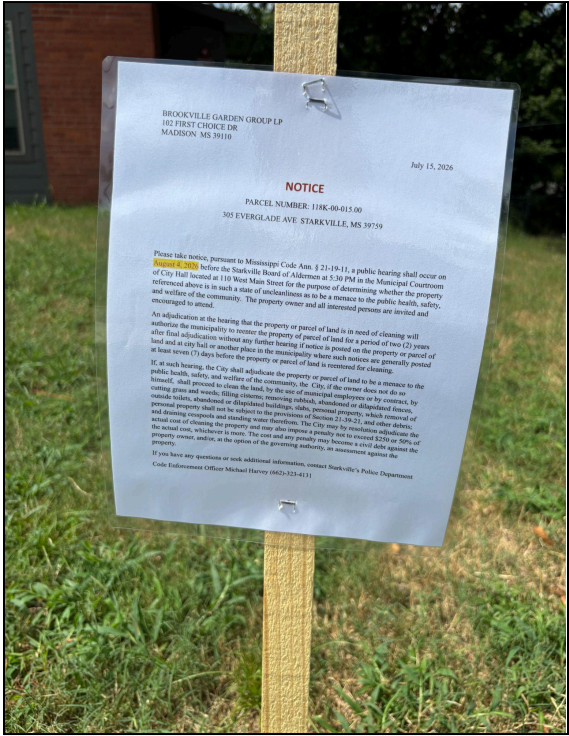
(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



(CALLCARD)

Call #	26-023951	Dispatcher	HARVEY, M		
Date/Time	07/15/2026 16:55:53	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	CITY HALL				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:55:53	16:55:53	17:03:45		
Notes					
7/15/2026 5:03:38 PM	HARVEY, M	POSTED PH FOR 305 EVERGLADE			

Public Hearing notice was posted on the property by Officer Harvey on July 15, 2026.



MADISON MS 39110

July 15, 2026

NOTICE

PARCEL NUMBER: 118K-00-015.00

305 EVERGLADE AVE STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **August 4, 2026** before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Michael Harvey (662)-323-4131

(CALLCARD)

Call #	26-023939	Dispatcher	HARVEY, M		
Date/Time	07/15/2026 14:42:00	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	305 EVERGLADE AVE				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	14:42:00	14:42:00	15:29:53		
Notes					
7/15/2026 3:28:49 PM	HARVEY, M	WARRANT SERVED WITH OFFICER HARVEY AND SGT GILLEN			
7/15/2026 3:28:59 PM	HARVEY, M	POSTED PH			
7/15/2026 3:29:41 PM	HARVEY, M	TOOK PICTURE S OF PROPERTY			

Public Hearing notice mailed to the property & property owner via US mail on July 15, 2026.

(PHOTOS OF MAIL SENT)



(CALLCARD)

STARKVILLE POLICE DEPT		from 07/15/2026			
Calls For Service		thru 07/21/2026 13:31			
Call #	26-023950	Dispatcher	HARVEY, M		
Date/Time	07/15/2026 16:33:58	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	POST OFFICE				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:33:58	16:33:58	16:40:52		
Notes					
7/15/2026 4:40:42 PM HARVEY, M		POSTED PH FOR 305 EVERGLADE			

This Administrative Inspection Warrant was executed by Officer Michael Harvey and Sgt. Gillen on July 15, 2026, at approximately 1442 hrs. Photographs were taken of the property and of the structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Ofc. Michael Harvey, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

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

The entire property and house, including any locked or secured rooms or compartments at 586 Curry St., Starkville, Oktibbeha County, Mississippi, Parcel #118P-00-106.00, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

THOMPSON LUTHER and Unknown Persons.

3. That said things particularly described as follows:

Any and all evidence of structural damage and unsanitary health conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

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

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

This warrant shall be executed within 10 days of the date of issuance.



Judge

(CALL CARD)

Call #	26-023939	Dispatcher	HARVEY, M		
Date/Time	07/15/2026 14:42:00	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
305 EVERGLADE AVE					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	14:42:00	14:42:00	15:29:53		
Notes					
7/15/2026 3:28:49 PM	HARVEY, M	WARRANT SERVED WITH OFFICER HARVEY AND SGT GILLEN			
7/15/2026 3:28:59 PM	HARVEY, M	POSTED PH			
7/15/2026 3:29:41 PM	HARVEY, M	TOOK PICTURES OF PROPERTY			













**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: August 4, 2026
PAGE: Page 1 of 14

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located at 305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118J-00-069.00, and is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

SUMMARY:

Initial inspection of 305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118J-00-069.00, was performed by Code Enforcement Officer Michael Harvey on June 24, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as overgrown vegetation around the borders of the complex. This is causing many issues for the residents, such as the appearance of the complex and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

A Notice of Violation was mailed to BROOKVILLE GARDEN GROUP LP, the property owner of the 305 EVERGLADE AVE, 118J-00-069.00, STARKVILLE, MS 39759, as well as the property address on June 24, 2026 by Officer Michael. Harvey.

An Administrative Inspection Warrant was signed by Judge Kelley on July 14, 2026 and served on July 15, 2026. Officer Harvey and Sgt. Gillen were present during the execution of this warrant. The Administrative Inspection Warrant showed major overgrown vegetation surrounding the apartment buildings with some areas containing grass and weeds reaching waist height.

Notices of the Public Hearing were posted on the front entrance window at City Hall and on the property on July 15, 2026. A Notice of Public Hearing was mailed on July 15, 2026, to the property tax payer/owner, BROOKVILLE GARDEN GROUP LP. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

REQUESTING

DIRECTOR'S

DEPARTMENT: Police-Code Enforcement

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Michael Harvey @ 662-323-4131

SUGGESTED MOTION:

Move to determine the property, located at 305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118J-00-069.00, is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the city take action to remove the structure on this property.

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

16.1 Nuisance

16.1.1 General Nuisance

16.1.2 Nuisance Prohibited

16.1.3 Nuisance Violation

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted.

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

305 EVERGLADE AVE STARKVILLE, MS 39759, with the parcel number 118J-00-069.00

(Property Link)

Oktribbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 7/20/2026

Tax Year 2025
Records Last Updated 7/19/2026

PROPERTY DETAIL

OWNER	BROOKVILLE GARDEN GROUP LP	ACRES : **NA**
	102 FIRST CHOICE DR	LAND VALUE : 574500
		IMPROVEMENTS : **NA**
	MADISON MS 39110	TOTAL VALUE: 574500
		ASSESSED : 86175

PARCEL

118K-00-016.00

ADDRESS

305 EVERGLADE AVE

TAX INFORMATION

YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	4749.10	4749.10	0.00
CITY	2929.95	2929.95	0.00
SCHOOL	5714.26	5714.26	0.00
TOTAL	13393.31	13393.31	0.00

LAST PAYMENT DATE

12 / 16 / 2025

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL LOT 7 CITY BLK 73
HOMESTEAD CODE	None 2022/45
TAX DISTRICT	5110 MAP 118K DB/PG 640/68 2012/434
PPIN	001369 6
SECTION	33 B 2022 P 45 12/30/2021
TOWNSHIP	19N
RANGE	14E

Book 2022

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TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2021	FIG 20 LLC	1/30/2023 BROOKVILLE GARDENS GROUP LP

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

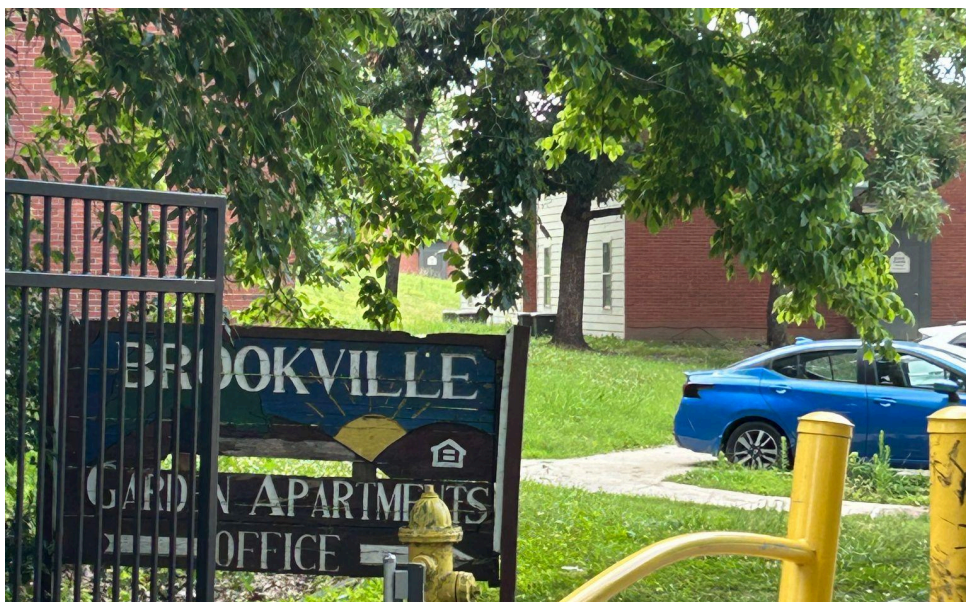
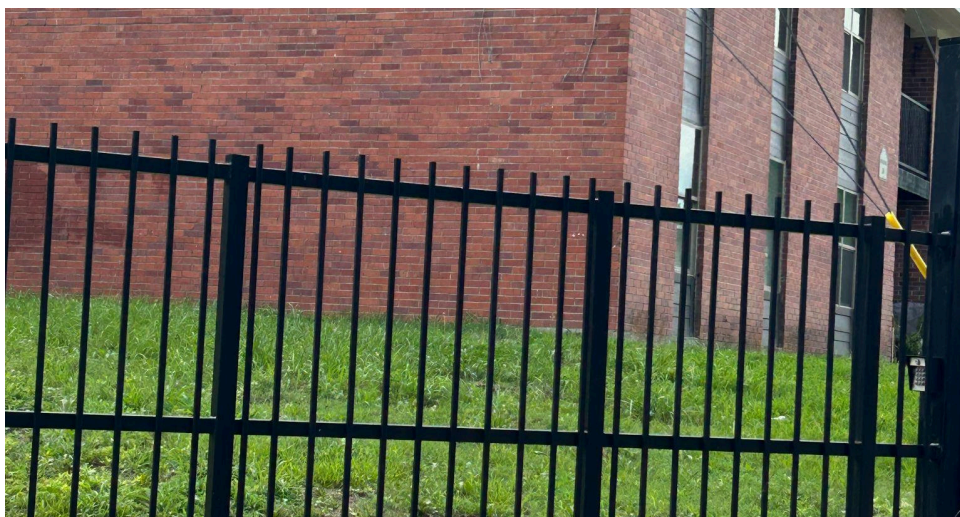
[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

First Notice of Violation issued on July 10, 2026.

 HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN City of Starkville 110 W Main Street Starkville, MS 39759				
NOTICE OF VIOLATION				
Violation Address: 305 Everglade Ave , STARKVILLE, MISSISSIPPI, 39759	Date: July 10, 2026 Case Number: CE-26-434 Parcel Number: 118J-00-069.00			
Name: BROOKVILLE GARDEN GROUP LP Owner Address: 102 FIRST CHOICE DR MADISON MS, 39110				
Dear Property Owner or Tenant, The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address. This letter is an official written notice that you have until July 20, 2026 to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.				
<u>Your property has been recognized as having the following violations:</u> <table border="0" style="width: 100%;"><tr><td style="vertical-align: top; width: 30%;">16.5.1.A</td><td style="vertical-align: top; width: 30%;">UDC 16.5.1.A Mowing Standards - Improved Property</td><td style="vertical-align: top; width: 40%;">Improved Property. Grass or weeds shall be less than twelve (12) inches in height measured above the ground.</td></tr></table>		16.5.1.A	UDC 16.5.1.A Mowing Standards - Improved Property	Improved Property. Grass or weeds shall be less than twelve (12) inches in height measured above the ground.
16.5.1.A	UDC 16.5.1.A Mowing Standards - Improved Property	Improved Property. Grass or weeds shall be less than twelve (12) inches in height measured above the ground.		
By the following date said violation is to be corrected: July 20, 2026				
 Officer Michael Harvey Code Enforcement				
The Unified Development Code and Municipal Code of Ordinances can be found at https://starkville.municipalcodeonline.com/ For more information regarding remedies and penalties please see Section 3.19.6 of the Unified Development Code.				

The photographs below were taken from the public view at the city road by Sgt. Gillen at the first inspection on June 24, 2026 at approximately 1611 hrs.

Call #	26-021647	Dispatcher	GILLEN, S		
Date/Time	06/24/2026 16:11:52	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
305 EVERGLADE					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
GILLEN, S	16:11:52	16:11:52	16:20:32		
Notes					
6/24/2026 4:20:24 PM		GILLEN, S	PHOTOS TAKEN OUTSIDE OF GATES		





BROOKVILLE GARDEN GROUP LP
102 FIRST CHOICE DR
MADISON MS 39110

July 15, 2026

NOTICE

PARCEL NUMBER: 118J-00-069.00
305 EVERGLADE AVE STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **August 4, 2026** before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

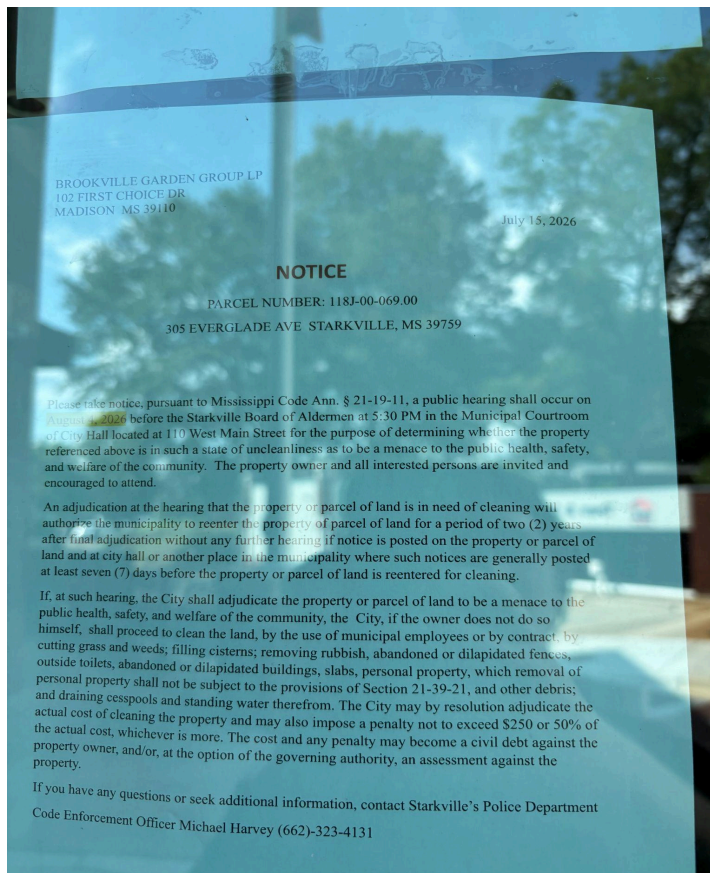
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Michael Harvey (662)-323-4131

The photograph below was taken by Officer Harvey on July 15, 2026, of the Public Hearing Notice posted in the front window at City Hall.

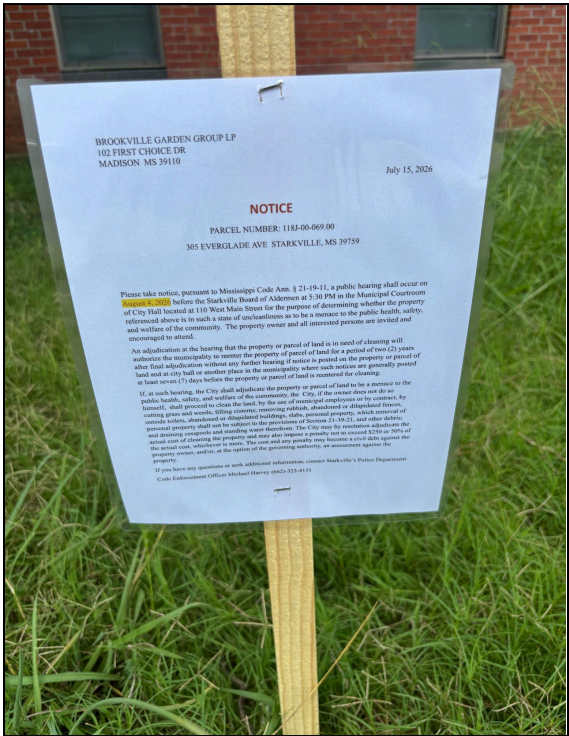
(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



(CALLCARD)

Call #	26-023951	Dispatcher	HARVEY, M		
Date/Time	07/15/2026 16:55:53	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	CITY HALL				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:55:53	16:55:53	17:03:45		
Notes					
7/15/2026 5:03:38 PM HARVEY, M POSTED PH FOR 305 EVERGLADE					

Public Hearing notice was posted on the property by Officer Harvey on July 15, 2026.



MADISON MS 39110

July 15, 2026

NOTICE

PARCEL NUMBER: 118J-00-069.00

305 EVERGLADE AVE STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **August 4, 2026** before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris, and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Michael Harvey (662)-323-4131

(CALLCARD)

Call #	26-023939	Dispatcher	HARVEY, M		
Date/Time	07/15/2026 14:42:00	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	305 EVERGLADE AVE				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	14:42:00	14:42:00	15:29:53		
Notes					
7/15/2026 3:28:49 PM	HARVEY, M	WARRANT SERVED WITH OFFICER HARVEY AND SGT GILLEN			
7/15/2026 3:28:59 PM	HARVEY, M	POSTED PH			
7/15/2026 3:29:41 PM	HARVEY, M	TOOK PICTURE S OF PROPERTY			

Public Hearing notice mailed to the property & property owner via US mail on July 15, 2026.

(PHOTOS OF MAIL SENT)



(CALLCARD)

STARKVILLE POLICE DEPT						from 07/15/2026
Calls For Service						thru 07/21/2026 13:31
Call #	26-023950	Dispatcher	HARVEY, M			
Date/Time	07/15/2026 16:33:58	Disposition	NO ACTION			
Type	CODE ENFORCEMENT	Zone				
How Rcvd	OFFICER INITIATED					
Sent To Dispatch						
Location Address	POST OFFICE					
Officer Information						
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number	
HARVEY, M	16:33:58	16:33:58	16:40:52			
Notes						
7/15/2026 4:40:42 PM HARVEY, M		POSTED PH FOR 305 EVERGLADE				

This Administrative Inspection Warrant was executed by Officer Michael Harvey and Sgt. Gillen on July 15, 2026, at approximately 1442 hrs. Photographs were taken of the property and of the structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Ofc. Michael Harvey, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

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

The entire exterior of the property and outside common areas at 305 Everglade, Starkville, Oktibbeha County, Mississippi, Parcel #118J-00-069.00, #118J-00-074.00, #118K-00-015.00, #118K-00-016.00, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

BROOKVILLE GARDEN GROUP LP and Unknown Persons.

3. That said things particularly described as follows:

Any and all evidence of structural damage and unsanitary health conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

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

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

This warrant shall be executed within 10 days of the date of issuance.


JUDGE

Judge

(CALL CARD)

Call #	26-023939	Dispatcher	HARVEY, M		
Date/Time	07/15/2026 14:42:00	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
305 EVERGLADE AVE					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	14:42:00	14:42:00	15:29:53		
Notes					
7/15/2026 3:28:49 PM	HARVEY, M	WARRANT SERVED WITH OFFICER HARVEY AND SGT GILLEN			
7/15/2026 3:28:59 PM	HARVEY, M	POSTED PH			
7/15/2026 3:29:41 PM	HARVEY, M	TOOK PICTURES OF PROPERTY			







**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Finance
AGENDA DATE: August 4, 2026

SUBJECT:

REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 29, 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.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Finance

DIRECTOR'S AUTHORIZATION:

Joanna McLaurin, City Clerk

SUMMARY:

Total Claims for the **FY 26** Claims Docket Ending July 29, 2026 is \$8,400,092.75 of which the claims amount for Starkville Utilities is \$4,704,648.50.

General Fund	001	\$175,264.90
Restricted Police Fund	002	\$2,166.91
Airport Fund	015	\$50,398.18
Restricted Airport	016	\$206,874.84
Sanitation / Environmental Services	022	\$25,081.02
Modernization Use Tax	120	\$667,035.02
Capital Projects Fund	300	\$55,672.11
G. O. Bond Fund	305	\$4,525.00
Main Street Project	311	\$312,541.23
Parks Capital Project Fund	312	\$5,625.00

Spring/Hwy 12 Linkage Tap	313	\$551,562.72
Park & Rec Tourism	375	\$78,584.89
Build Grant MS 182/MLK Corridor	377	\$1,493,025.85
Payroll		\$67,086.58
Payroll Starkville Utilities		\$4,326,186.20
Starkville Utilities		\$175,878.48
Starkville Water		\$202,583.82
Grand Total		\$8,400,092.75

FOR MORE INFORMATION CONTACT:

Joanna McLaurin, City Clerk
Webb Corban, CFO
Cindy Perkins, Accounts Payable

SUGGESTED MOTION:

Approval of Claims Docket for claims from all departments including Starkville Utilities as of July 29, 2026 for fiscal years ending 09/30/26 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.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 7/23/2026 - 7/29/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
KRONOS	I10080061784	07/27/2026	KRONOS	001-000-053-206	475.06
KRONOS	I10080061784	07/27/2026	KRONOS	001-000-054-205	950.12
BAPTIST MEDICAL GROUP	INV0039340	07/24/2026	DRUG TESTS, VACCINES	001-000-053-206	154.00
BAPTIST MEDICAL GROUP	INV0039340	07/24/2026	DRUG TESTS, VACCINES	001-000-054-205	65.00
KRONOS	I10080066225	07/27/2026	KRONOS	001-000-053-206	481.73
KRONOS	I10080066225	07/27/2026	KRONOS	001-000-054-205	963.46
REGIONS VISA	USI26-05989008	07/27/2026	INDEED	001-000-053-206	103.17
REGIONS VISA	USI26-05989008	07/27/2026	INDEED	001-000-054-205	322.88
COMMERCIAL DISPATCH, THE	00077217	07/29/2026	UTILITIES CURRY ST GENERAT...	001-000-054-205	89.06
16TH DISTRICT ATTORNEY'S O...	INV0039363	07/29/2026	SEIZED FUNDS	001-000-120-618	145.80
16TH DISTRICT ATTORNEY'S O...	INV0039364	07/29/2026	SEIZED FUNDS	001-000-120-618	58.00
Outstanding Total:					3,808.28
Paid					
COLBY HUFFMAN	3468	07/23/2026	BENEFIT	001-000-160-698	5,500.00
CORY SHIERS	INV0039337	07/23/2026	RESTITUTION	001-000-330-182	200.00
Paid Total:					5,700.00
Department 000 - UNDESIGNATED Total:					9,508.28
Department: 005 - DUE FROM SFM					
Outstanding					
SECURITY SOLUTIONS	64271	07/29/2026	TRAVIS OUTLAW CENTER FIRE...	001-005-054-208	276.00
CANON FINANCIAL SVCS, INC	43541854	07/24/2026	MAINTENANCE/ COPIES	001-005-054-208	439.37
SUNSTAR INSURANCE AGENCY	1517254	07/27/2026	5 NEW MOWERS	001-005-054-208	269.00
ATMOS ENERGY	2235-08102026	07/29/2026	MONTHLY UTILITIES	001-005-054-208	46.97
Outstanding Total:					1,031.34
Department 005 - DUE FROM SFM Total:					1,031.34
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
REGIONS VISA	1UHTRXFSYP	07/28/2026	HOTEL ROOM BEAU RIVAGE M..	001-100-610-350	389.72
REGIONS VISA	INV0039359	07/28/2026	INCIDENTALS M BRROKS BEAU..	001-100-610-350	41.64
Outstanding Total:					431.36
Department 100 - BOARD OF ALDERMEN Total:					431.36
Department: 110 - MUNICIPAL COURT					
Outstanding					
QUADIENT FINANCE USA, INC.	INV0039358	07/28/2026	POSTAGE DUE	001-110-604-330	1,800.00
CANON FINANCIAL SVCS, INC	43541858	07/24/2026	MAINTENANCE/ COPIES	001-110-604-330	129.97
CANON FINANCIAL SVCS, INC	43541862	07/24/2026	MAINTENANCE/ COPIES	001-110-604-330	51.53
STAPLES	6068908838	07/24/2026	5 CASES PAPER	001-110-501-200	204.95
STAPLES	6069363167	07/27/2026	FILING CABINETS (2)	001-110-501-200	894.88
Outstanding Total:					3,081.33
Department 110 - MUNICIPAL COURT Total:					3,081.33
Department: 120 - MAYORS OFFICE					
Outstanding					
QUADIENT FINANCE USA, INC.	INV0039358	07/28/2026	POSTAGE DUE	001-120-604-330	60.00
CANON FINANCIAL SVCS, INC	43541861	07/24/2026	MAINTENANCE/ COPIES	001-120-604-330	26.10
PETTY CASH VOUCHERS	INV0039339	07/24/2026	BOA DRINKS	001-120-503-202	18.87
Outstanding Total:					104.97
Department 120 - MAYORS OFFICE Total:					104.97

Expense Approval Report

Post Dates: 7/23/2026 - 7/29/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 123 - IT					
Outstanding					
MAXXSOUTH BROADBAND	0281-07102026	07/24/2026	STRKCAM	001-123-625-380	2,370.00
CANON FINANCIAL SVCS, INC	43541853	07/24/2026	MAINTENANCE/ COPIES	001-123-604-330	117.19
REGIONS VISA	T90131986543-071626	07/24/2026	CLICK UP 4 SEATS	001-123-600-300	576.00
REGIONS VISA	17339769	07/24/2026	GATE.COM	001-123-600-300	19.95
REGIONS VISA	3525225210	07/24/2026	ADOBE	001-123-600-300	3.96
REGIONS VISA	3526284895	07/27/2026	ADOBE	001-123-600-300	1.10
REGIONS VISA	3527496198	07/27/2026	ADOBE	001-123-600-300	1,037.48
Outstanding Total:					4,125.68
Department 123 - IT Total:					4,125.68
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
QUADIENT FINANCE USA, INC.	INV0039358	07/28/2026	POSTAGE DUE	001-142-604-330	480.00
MAXXSOUTH BROADBAND	6681-071026	07/24/2026	STARKVILLE WEATHER CAME...	001-142-604-330	110.00
CANON FINANCIAL SVCS, INC	43541852	07/24/2026	MAINTENANCE /COPIES	001-142-604-330	462.31
CANON FINANCIAL SVCS, INC	43541858	07/24/2026	MAINTENANCE/ COPIES	001-142-604-330	129.97
Outstanding Total:					1,182.28
Department 142 - CITY CLERKS OFFICE Total:					1,182.28
Department: 169 - LEGAL					
Outstanding					
COMMERCIAL DISPATCH, THE	00078354	07/29/2026	BOARDTOWN VENUE CO LLC	001-169-615-342	65.83
COMMERCIAL DISPATCH, THE	00078355	07/29/2026	AVERY WALTON WITH COOPE...	001-169-615-342	79.36
COMMERCIAL DISPATCH, THE	00078360	07/29/2026	ORDINANCE NO 2026-05	001-169-615-342	62.64
COMMERCIAL DISPATCH, THE	00077218	07/29/2026	ORDINANCE NO 2026-4	001-169-615-342	153.28
COMMERCIAL DISPATCH, THE	00077229	07/29/2026	SPORTSPLEX ANNEX ROOF	001-169-615-342	115.94
Outstanding Total:					477.05
Department 169 - LEGAL Total:					477.05
Department: 180 - HUMAN RESOURCES					
Outstanding					
KRONOS	I10080061784	07/27/2026	KRONOS	001-180-691-505	3,325.40
BAPTIST MEDICAL GROUP	INV0039340	07/24/2026	DRUG TESTS, VACCINES	001-180-600-300	210.00
BAPTIST MEDICAL GROUP	INV0039340	07/24/2026	DRUG TESTS, VACCINES	001-180-600-300	35.00
BAPTIST MEDICAL GROUP	INV0039340	07/24/2026	DRUG TESTS, VACCINES	001-180-600-300	35.00
BAPTIST MEDICAL GROUP	INV0039340	07/24/2026	DRUG TESTS, VACCINES	001-180-600-300	70.00
BAPTIST MEDICAL GROUP	INV0039340	07/24/2026	DRUG TESTS, VACCINES	001-180-600-320	35.00
KRONOS	I10080063901	07/27/2026	KRONOS	001-180-691-505	55.00
QUADIENT FINANCE USA, INC.	INV0039358	07/28/2026	POSTAGE DUE	001-180-604-330	60.00
KRONOS	I10080066225	07/27/2026	KRONOS	001-180-691-505	3,372.10
CANON FINANCIAL SVCS, INC	43541853	07/24/2026	MAINTENANCE/ COPIES	001-180-604-330	117.18
KRONOS	I10080068527	07/27/2026	KRONOS	001-180-691-505	55.00
BOX INC	13720054	07/29/2026	ENTERPRISE PLUS 7/17/26-10...	001-180-645-420	359.01
BOX INC	13746236	07/29/2026	ENTERPRISE PLUS 7/17/26-10...	001-180-645-420	283.06
Outstanding Total:					8,011.75
Department 180 - HUMAN RESOURCES Total:					8,011.75
Department: 190 - CITY PLANNER					
Outstanding					
QUADIENT FINANCE USA, INC.	INV0039358	07/28/2026	POSTAGE DUE	001-190-604-330	150.00
CANON FINANCIAL SVCS, INC	43541861	07/24/2026	MAINTENANCE/ COPIES	001-190-604-330	26.13
NEXTSTEP INNOVATION	NSI30815	07/24/2026	WIN 11 PRO UPGRADE	001-190-918-807	187.00
AMAZON CAPITAL SRVCS, INC.	1CCD-Y616-PDPQ	07/24/2026	STICKY NOTRES, WHITE BOAR...	001-190-918-807	2,099.98
TIMOTHY GEDDIE	26055	07/28/2026	ARCH REVIEW ACADIAN DRIF...	001-190-600-305	200.00
Outstanding Total:					2,663.11
Department 190 - CITY PLANNER Total:					2,663.11
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
STARKVILLE UTILITIES	404607002-071226	07/29/2026	MONTHLY UTILITIES	001-192-625-381	528.24

Expense Approval Report

Post Dates: 7/23/2026 - 7/29/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS	4275932723	07/24/2026	UNIFORMS	001-192-510-220	98.37
STARKVILLE UTILITIES	886368001-071926	07/29/2026	MONTHLY UTILITIES	001-192-625-381	391.50
CINTAS	4276657455	07/24/2026	SUPPLIES	001-192-510-220	32.84
Outstanding Total:					1,050.95

Paid

JAN-PRO OF MS	890882	07/27/2026	JANITORIAL SERVICES AUGUST..	001-192-600-338	1,734.00
JAN-PRO OF MS	890882-R	07/27/2026	JANITORIAL SERVICES AUGUST..	001-192-600-338	-1,734.00
Paid Total:					0.00

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 1,050.95

Department: 197 - ENGINEERING

Outstanding

QUADIENT FINANCE USA, INC.	INV0039358	07/28/2026	POSTAGE DUE	001-197-604-330	60.00
CANON FINANCIAL SVCS, INC	43541861	07/24/2026	MAINTENANCE/ COPIES	001-197-604-330	26.13
FUELMAN / FLEETCOR	NP70836495	07/23/2026	FUEL CHARGES 07/13/26-7/19...	001-197-525-231	131.58
REGIONS VISA	4000606489	07/28/2026	BATTERY FOR CULVERT VEHIC...	001-197-501-200	58.80
REGIONS VISA	68745463	07/28/2026	MISC HARDWARE FOR CULVE...	001-197-501-200	88.50
BELL BUILDING SUPPLY, INC.	458581	07/29/2026	SPRAY PAINT	001-197-501-200	69.93
CODY BURNETT	INV0039361	07/28/2026	REIMBURSE TRAVEL FOR MML...	001-197-610-350	804.15
Outstanding Total:					1,239.09

Department 197 - ENGINEERING Total: 1,239.09

Department: 201 - POLICE DEPARTMENT

Outstanding

TRI-TECH FORENSICS	01316645	07/27/2026	DNA COLLECTION KIT, TAPE	001-201-556-251	529.11
TRI-TECH FORENSICS	01317508	07/27/2026	SEALING TAPE	001-201-556-251	30.00
SECURITY SOLUTIONS	65882	07/29/2026	ANNUAL FIRE ALARM POLICE ...	001-201-630-426	600.00
WATERMARK PRINTERS LLC	18065	07/28/2026	4 SETS OF BUSINESS CARDS	001-201-615-343	164.00
AMAZON CAPITAL SRVCS, INC.	1XNC-YDQ9-V4YW	07/27/2026	2 SANDISK CARDS	001-201-556-251	73.93
DANNY MCCLUSKEY TOWING ...	6948	07/24/2026	TOW TO R&M TIRE	001-201-630-360	85.00
CONDOR ELITE	co-75677	07/27/2026	4 DUFFLE BAGS	001-201-556-251	275.84
DANNY MCCLUSKEY TOWING ...	6953	07/24/2026	TOW #9661 TO R&M TIRE	001-201-630-360	85.00
SECURITY SOLUTIONS	67644	07/29/2026	5 CAMERAS PD COTTON DISTR...	001-201-600-301	350.00
REGIONS VISA	92117	07/27/2026	COURTYARD ROOM BIBBS TRA..	001-201-690-552	110.00
WATERMARK PRINTERS LLC	18185	07/28/2026	BUSINESS CARDS	001-201-615-343	41.00
QUADIENT FINANCE USA, INC.	INV0039358	07/28/2026	POSTAGE DUE	001-201-604-330	240.00
REGIONS VISA	100060301	07/27/2026	COURTYARD ROOM BIBBS TRA..	001-201-690-552	246.40
REGIONS VISA	1239841	07/27/2026	INSTACARD	001-201-556-251	250.00
MAIN STREET FABRICS	189751	07/24/2026	PANTS ALTERED	001-201-535-233	12.00
COMSOUTH	213472	07/27/2026	REPLACED FNIX CONTROLLER,...	001-201-630-360	1,085.00
HARLEY DAVIDSON LEASING	27921	07/28/2026	PAYMENT 8/1/26-8/31/26	001-201-635-367	395.17
HARLEY DAVIDSON LEASING	27937	07/28/2026	PAYMENT 8/1/26-8/31/26	001-201-635-367	395.17
CANON FINANCIAL SVCS, INC	43541856	07/24/2026	MAINTENANCE/ COPIES	001-201-635-369	400.00
CANON FINANCIAL SVCS, INC	43541857	07/24/2026	MAINTENANCE/ COPIES	001-201-635-369	56.52
CANON FINANCIAL SVCS, INC	43541859	07/24/2026	MAINTENANCE/ COPIES	001-201-635-369	286.24
CANON FINANCIAL SVCS, INC	43541860	07/24/2026	MAINTENANCE/ COPIES	001-201-635-369	53.00
ARROWHEAD SCIENTIFIC, INC.	194823	07/27/2026	GLOVES, TAPE, BACKING CAR...	001-201-556-251	484.89
PERFORMANCE AUTOMOTIVE...	16978	07/27/2026	BRAKE REPAIR	001-201-630-360	1,019.38
CAPITOL HARDWARE COMPA...	227065	07/28/2026	KEY CORE, 2 CUT KEYS	001-201-630-426	119.00
BRISLIN, INC	261002	07/27/2026	FLOW SWITCH POLICE DEPT	001-201-630-426	759.00
BRISLIN, INC	261252	07/27/2026	MATERIAL AND LABOR	001-201-630-426	2,226.00
MPS MISSISSIPPI POLICE SUPP...	7944	07/24/2026	2 NAME PLATES	001-201-535-233	46.00
TREVIPIAY	9A894CE5	07/27/2026	SUPPLIES FOR TRAINING	001-201-556-251	191.58
TREVIPIAY	9A894CE5	07/27/2026	SUPPLIES FOR TRAINING	001-201-556-251	21.91
AMAZON CAPITAL SRVCS, INC.	14TT-97Y1-TQXR	07/27/2026	2 LAPTOP CHARGERS	001-201-556-251	38.75
PRECISION GLASS REPAIR AND...	18532	07/27/2026	WINDSHIELD #0842	001-201-630-360	375.00
MAIN STREET FABRICS	189752	07/24/2026	PANTS HEMMED, ZIPPER FIX, ...	001-201-535-233	116.00
ROWAN RIVERS JANITORIAL S...	2353	07/24/2026	PAPER TOWELS, TISSUE, PAPER	001-201-555-208	167.26
GTDDD PHARMACY	57039	07/27/2026	PRISONER MEDICINE	001-201-541-240	122.47
ROWAN RIVERS JANITORIAL S...	2212	07/24/2026	2 COPY PAPER	001-201-501-200	101.26
FUELMAN / FLEETCOR	NP70836495	07/23/2026	FUEL CHARGES 07/13/26-7/19...	001-201-525-231	5,314.88

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARMY NAVY PAWN SHOP	072126A	07/24/2026	BOOTS	001-201-535-233	90.00
WATSON AUTOMOTIVE LLC	54976	07/24/2026	TESTING. SHOP SUPPLIES	001-201-630-360	150.80
SECURITY SOLUTIONS	71178	07/24/2026	FIRE NETWORK PROTOCOL M...	001-201-630-426	540.00
STARKVILLE FAMILY PRACTICE	STA22946A1A	07/24/2026	PRISONER MEDICAL FEE	001-201-541-240	165.00
GAVROCK CONSTRUCTION LLC	21517	07/24/2026	2 BERGER 6.5MM140 HYBRID ...	001-201-556-251	535.00
GTPDD PHARMACY	57198	07/24/2026	PRISONER MEDICINE	001-201-541-240	15.00
STARKVILLE NARCOTICS	INV0039342	07/24/2026	VARIOUS INFORMANT FEES	001-201-600-304	3,000.00
ELSOHLY LABORATORIES INC	53139	07/24/2026	1 ANALYSIS SAMPLE	001-201-600-300	300.00
REGIONS VISA	O1FUN6TF-0004	07/28/2026	CHAT GPT BUSINESS SUBSCRI...	001-201-645-420	206.92
FUELMAN / FLEETCOR	NP70863636	07/28/2026	FUEL CHARGES 7/20-7/26/26	001-201-525-231	5,288.39
REGIONS VISA	INV0039360	07/28/2026	CREDIT ON COMFORT INN	001-201-690-552	-55.00
Outstanding Total:					27,102.87

Paid

E Z AUTO SALES	14552-1	07/23/2026	RADIATOR, ANTI-FREEZE	001-201-630-360	506.98
Paid Total:					506.98

Department 201 - POLICE DEPARTMENT Total: 27,609.85

Department: 246 - CODE ENFORCEMENT

Outstanding

FUELMAN / FLEETCOR	NP70836495	07/23/2026	FUEL CHARGES 07/13/26-7/19...	001-246-525-231	65.91
FUELMAN / FLEETCOR	NP70863636	07/28/2026	FUEL CHARGES 7/20-7/26/26	001-246-525-231	66.78
Outstanding Total:					132.69

Department 246 - CODE ENFORCEMENT Total: 132.69

Department: 261 - FIRE DEPARTMENT

Outstanding

ATMOS ENERGY	1080-072426	07/29/2026	MONTHLY UTILITIES	001-261-625-380	115.04
UNIVERSITY SCREENPRINT	11376	07/28/2026	WORKOUT T-SHIRTS	001-261-535-233	839.30
GUARDIAN LOCK AND KEY	7866	07/23/2026	LOCK & KEYS ST 5	001-261-558-269	204.00
CANON FINANCIAL SVCS, INC	43541855	07/23/2026	MAINTENANCE, COPIES	001-261-604-330	226.02
COLUMBUS PAPER AND CHEM...	860476	07/27/2026	FLOOR WAX, MOP HEADS, ST 2	001-261-555-208	143.30
EAST MISSISSIPPI LUMBER CO.	232210	07/23/2026	WATER HOSE ST 4	001-261-555-250	87.99
IMPERIAL BAG & PAPER CO., L...	5614632	07/23/2026	LAUNDRY DETERGENT	001-261-555-208	253.65
ATMOS ENERGY	9684-073126	07/29/2026	MONTHLY UTILITIES	001-261-625-380	172.10
NESCO ELECTRICAL DISTRIBU...	52814612.001	07/27/2026	ELECTRONIC BALLAST ST5	001-261-558-269	42.58
EAST MISSISSIPPI LUMBER CO.	232338	07/27/2026	KEYS, THERMOSTAT COVER	001-261-555-250	35.46
GATEWAY TIRE & SRV CTR	1018-236363	07/27/2026	TIRE- E5	001-261-630-360	527.61
MOORE'S INSTALLATIONS	INV0039344	07/27/2026	SIREN CONTROLLER, SWAP SI...	001-261-630-360	800.00
UPS	54E5Y296	07/28/2026	SHIP PACKAGE	001-261-604-330	68.40
FUELMAN / FLEETCOR	NP70836495	07/23/2026	FUEL CHARGES 07/13/26-7/19...	001-261-525-231	1,112.59
GATEWAY TIRE & SRV CTR	1018-236457	07/23/2026	TIRES E4	001-261-630-360	1,085.20
MAXXSOUTH BROADBAND	5024-07212026	07/24/2026	INTERNET ST 4	001-261-604-330	54.00
MAXXSOUTH BROADBAND	5230-07212026	07/24/2026	INTERNET ST 1	001-261-604-330	150.00
MAXXSOUTH BROADBAND	5495-07212026	07/24/2026	INTERNET ST 2	001-261-604-330	75.32
MAXXSOUTH BROADBAND	5891-07212026	07/24/2026	INTERNET ST 3	001-261-604-330	132.08
MILLER'S PLUMBING	899574	07/23/2026	REPAIR GAS LEAK ST1	001-261-558-269	172.13
JONATHAN WADE	INV0039345	07/27/2026	REIMBURSE RECERTIFICATION...	001-261-600-390	200.00
NAFECO	1434300	07/28/2026	COAT ALTERATION & TOG PA...	001-261-535-233	158.15
SUNBELT FIRE APPARATUS	00042358	07/28/2026	CYLINDER REPAIR	001-261-630-360	116.25
GATEWAY TIRE & SRV CTR	1018-236695	07/28/2026	TIRES SPRINT 1	001-261-630-360	1,071.35
ATMOS ENERGY	6705-081026	07/29/2026	MONTHLY UTILITIES	001-261-625-380	68.30
M'PRINTS	92585	07/28/2026	T-SHIRTS (99)	001-261-535-233	1,461.55
REGIONS VISA	004487743	07/28/2026	50 CPR CARDS	001-261-600-390	180.00
OKTIBBEHA COUNTY CO-OP	1242452	07/29/2026	ANTI SCALP WHEEL SCAG	001-261-555-250	24.47
AMAZON CAPITAL SRVCS, INC.	1YGF-R94N-KXGQ	07/29/2026	UNIFORM BOOTS	001-261-535-233	74.99
FUELMAN / FLEETCOR	NP70863636	07/28/2026	FUEL CHARGES 7/20-7/26/26	001-261-525-231	976.48
NESCO ELECTRICAL DISTRIBU...	52816782.001	07/29/2026	HALIDE LAMP, BASE LAMP	001-261-558-269	342.17
NESCO ELECTRICAL DISTRIBU...	52816784.001	07/29/2026	HALIDE LAMP, BASE LAMP	001-261-558-269	184.48
Outstanding Total:					11,154.96

Department 261 - FIRE DEPARTMENT Total: 11,154.96

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT					
Outstanding					
QUADIENT FINANCE USA, INC.	INV0039358	07/28/2026	POSTAGE DUE	001-281-604-330	150.00
CANON FINANCIAL SVCS, INC	43541861	07/24/2026	MAINTENANCE/ COPIES	001-281-604-330	26.13
AMAZON CAPITAL SRVCS, INC.	1CCD-Y616-PDPQ	07/24/2026	STICKY NOTRES, WHITE BOAR...	001-281-501-200	9.99
AMAZON CAPITAL SRVCS, INC.	1CCD-Y616-PDPQ	07/24/2026	STICKY NOTRES, WHITE BOAR...	001-281-501-200	15.99
AMAZON CAPITAL SRVCS, INC.	1CCD-Y616-PDPQ	07/24/2026	STICKY NOTRES, WHITE BOAR...	001-281-501-200	8.60
AMAZON CAPITAL SRVCS, INC.	1CCD-Y616-PDPQ	07/24/2026	STICKY NOTRES, WHITE BOAR...	001-281-501-200	199.00
AMAZON CAPITAL SRVCS, INC.	1CCD-Y616-PDPQ	07/24/2026	STICKY NOTRES, WHITE BOAR...	001-281-501-200	12.47
FUELMAN / FLEETCOR	NP70836495	07/23/2026	FUEL CHARGES 07/13/26-7/19...	001-281-525-231	59.48
Outstanding Total:					481.66
Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:					481.66
Department: 301 - STREET DEPARTMENT					
Outstanding					
CUSTOM PRODUCTS CORPOR...	44738	07/23/2026	SIGN PRODUCTS	001-301-565-272	654.86
CUSTOM PRODUCTS CORPOR...	49058	07/23/2026	SIGN MATERIAL	001-301-565-272	368.80
AMAZON CAPITAL SRVCS, INC.	1RMR-PLYW-XFVN	07/23/2026	POST DRIVERS, SIGN MAINTEN...	001-301-565-272	1,979.98
NUNLEY TRUCKING CO., INC.	39150	07/23/2026	RIP RAP	001-301-560-270	3,116.41
CUSTOM PRODUCTS CORPOR...	52699	07/23/2026	SIGN PRODUCTS	001-301-565-272	343.06
APAC-MISSISSIPPI, INC	4000250609	07/23/2026	ASPHALT	001-301-560-270	652.30
O'REILLY AUTO PARTS	0997-487620	07/23/2026	FAN ASSEMBLY	001-301-630-360	72.07
O'REILLY AUTO PARTS	0997-487705	07/23/2026	BATTERY	001-301-630-360	15.99
ATMOS ENERGY	2444-073026	07/29/2026	MONTHLY UTILITIES	001-301-625-380	189.74
AUTOZONE	00426684448	07/23/2026	BRAKE ROTORS	001-301-630-360	305.98
GATEWAY TIRE & SRV CTR	1018-236234	07/23/2026	FLAT REPAIR	001-301-630-360	50.00
EMPIRE TRUCK SALES, LLC	CE005122841.01	07/23/2026	WINDOW SEAL	001-301-630-360	220.17
GATEWAY TIRE & SRV CTR	1018-236255	07/23/2026	TIRE TRUCK 710	001-301-630-360	176.98
UNIFIRST CORPORATION	1830217543	07/24/2026	UNIFORMS	001-301-535-233	135.47
CINTAS	4275932697	07/24/2026	UNIFORMS	001-301-555-250	58.94
BELL BUILDING SUPPLY, INC.	458073	07/23/2026	FORM MATERIAL	001-301-560-270	66.93
TREE HUGGERS	534	07/24/2026	ODDFELLOWS TRIMMING & T...	001-301-600-300	6,950.00
G&C SUPPLY CO., INC	7032286	07/23/2026	TRAFFIC CONES	001-301-555-250	1,435.00
JANTZ ENTERPRISE LLC	39249	07/23/2026	WINDOW INSTALLED	001-301-630-360	95.00
ADVANCED AUTO PARTS PRO...	8872619855456	07/28/2026	AIR FILTER, OIL FILTER	001-301-630-360	38.50
APAC-MISSISSIPPI, INC	4000251645	07/23/2026	ASPHALT	001-301-560-270	1,540.00
LOWE'S	85641	07/23/2026	KNEE PADS, ROUND UP, BRUS...	001-301-560-270	262.29
FUELMAN / FLEETCOR	NP70836495	07/23/2026	FUEL CHARGES 07/13/26-7/19...	001-301-525-231	2,032.63
MMC MATERIALS, INC.	1028677	07/23/2026	CONCRETE	001-301-560-270	945.75
EAST MISSISSIPPI LUMBER CO.	232676	07/23/2026	CEMENT GROOVER, EDGER	001-301-560-270	38.98
AUTOZONE	00426690574	07/23/2026	WINDSHIELD WASHER FLUID	001-301-630-360	14.94
SUNSTAR INSURANCE AGENCY	1517255	07/27/2026	NEW DOZER	001-301-620-370	386.00
CUSTOM PRODUCTS CORPOR...	40036	07/23/2026	SIGN PRODUCTS	001-301-565-272	246.09
BELL BUILDING SUPPLY, INC.	458489	07/23/2026	CONCRETE	001-301-560-270	59.97
REGIONS VISA	D19259	07/23/2026	SHOP SCANNER	001-301-555-250	695.00
AUTOZONE	00426684447	07/23/2026	RETURN PARTS	001-301-630-360	-264.54
UNIFIRST CORPORATION	1830218547	07/24/2026	UNIFORMS	001-301-535-233	134.16
CINTAS	4276657457	07/24/2026	SUPPLIES	001-301-555-250	58.94
CUSTOM PRODUCTS CORPOR...	43104	07/24/2026	BARRICADE LIGHTS, SHIPPING	001-301-560-270	1,054.85
CUSTOM PRODUCTS CORPOR...	44673	07/23/2026	BLUE REFLECTORS	001-301-565-272	899.93
BELL BUILDING SUPPLY, INC.	458559	07/23/2026	MATERIALS FOR CONCRETE F...	001-301-560-270	205.62
EMPIRE TRUCK SALES, LLC	CE005122951.01	07/23/2026	RETURN WINDOW SEAL	001-301-630-360	-121.24
MID SOUTH SALES, INC	SP-951336	07/23/2026	OIL FOR FLEET VEHICLES	001-301-525-231	318.60
BELL BUILDING SUPPLY, INC.	458743	07/28/2026	TOILET FLUSH LEVER	001-301-555-250	6.99
LOWE'S	75220	07/28/2026	LADDER, FLASHLIGHTS	001-301-555-250	243.18
FUELMAN / FLEETCOR	NP70863636	07/28/2026	FUEL CHARGES 7/20-7/26/26	001-301-525-231	1,266.01
OKTIBBEHA COUNTY CO-OP	1242625	07/28/2026	SPRAY WAND	001-301-555-250	12.95
AMAZON CAPITAL SRVCS, INC.	17FF-TH47-1664	07/29/2026	GLOVES, SQUINCHER DRINK P...	001-301-555-250	59.28
BELL BUILDING SUPPLY, INC.	458885	07/28/2026	EXPANSION MATERIAL	001-301-560-270	29.94
G&C SUPPLY CO., INC	7033579	07/29/2026	CLAMPS FOR SIGNS	001-301-565-272	692.00

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G&C SUPPLY CO., INC	7033580	07/29/2026	BRACKETS	001-301-565-272	107.50
Outstanding Total:					27,852.00
Department 301 - STREET DEPARTMENT Total:					27,852.00
Department: 360 - ANIMAL CONTROL					
Outstanding					
FUELMAN / FLEETCOR	NP70836495	07/23/2026	FUEL CHARGES 07/13/26-7/19...	001-360-525-231	65.42
FUELMAN / FLEETCOR	NP70863636	07/28/2026	FUEL CHARGES 7/20-7/26/26	001-360-525-231	61.13
Outstanding Total:					126.55
Department 360 - ANIMAL CONTROL Total:					126.55
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
CSP SPORTS FACILITIES COMP...	INV0039341	07/24/2026	EXPENSE ADVANCE	001-550-600-297	75,000.00
Outstanding Total:					75,000.00
Department 550 - PARKS AND REC DEPARTMENT Total:					75,000.00
Fund 001 - GENERAL FUND Total:					175,264.90
Fund: 002 - RESTRICTED POLICE FUND					
Department: 251 - DRUG EDUCATION FUND					
Outstanding					
TOREY BROWN	6	07/24/2026	NATIONAL NIGHT OUT DJ	002-251-501-210	300.00
DONALD SAXON	4225	07/24/2026	NATIONAL NIGHT OUT GAME ...	002-251-501-210	450.00
AMAZON CAPITAL SRVCS, INC.	1XFH-VDH4-4C4K	07/27/2026	8 TACTICAL SLING BAG	002-251-501-210	166.91
TICKLED PINK ANIMAL ENCO...	04152558	07/27/2026	PETTING ZOO NATIONAL NIG...	002-251-501-210	1,250.00
Outstanding Total:					2,166.91
Department 251 - DRUG EDUCATION FUND Total:					2,166.91
Fund 002 - RESTRICTED POLICE FUND Total:					2,166.91
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
RJ YOUNG	8014444	07/23/2026	CONTRACT/ COPIES	015-505-604-330	95.91
SECURITY SOLUTIONS	67653	07/29/2026	ANNUAL VIDEO MANAGEMEN...	015-505-600-338	420.00
TITAN AVIATION FUELS	011183	07/23/2026	GASKETS, FILTER, SHIELD, SHI...	015-505-630-400	350.10
TITAN AVIATION FUELS	011874	07/23/2026	JET A FUEL	015-505-525-233	25,574.84
REGIONS VISA	402679	07/24/2026	MOBIL JET OIL II 24/1 QUART ...	015-505-525-235	702.72
PACE EXCAVATING INC	6	07/29/2026	PAYMENT FOR WORK ON 2025..	015-505-720-805	3,907.17
RODNEY LINCOLN	INV0039338	07/23/2026	REIMBURSE FOR UPS SHIPPING	015-505-604-330	15.43
STARKVILLE UTILITIES	219-071926	07/29/2026	MONTHLY UTILITIES	015-505-625-380	1,952.91
RJ YOUNG	8151011	07/23/2026	CONTRACT/ COPIES	015-505-604-330	94.31
GATEWAY TIRE & SRV CTR	1018-236571	07/23/2026	TIRE REPAIR, 4" BOOT	015-505-630-400	90.55
CLEARWATER INC., ENVIRON...	1132604	07/29/2026	CONTRACT FOR SERVICES FOR...	015-505-720-805	428.40
TREVIPAY	C571AC6B	07/28/2026	CANDY, CREAMER, STICKY NO...	015-505-541-237	101.80
CLEARWATER INC., ENVIRON...	1152605	07/29/2026	WORK PERFORMED ON 2025 ...	015-505-720-805	436.78
CLEARWATER INC., ENVIRON...	121.2307	07/29/2026	SURVEY FOR TERMINAL BUILD...	015-505-918-810	4,000.00
CLEARWATER INC., ENVIRON...	1272601A	07/29/2026	WORK PERFORMED ON AIR C...	015-505-720-805	2,227.36
TITAN AVIATION FUELS	011945	07/23/2026	RETURN GASKET	015-505-630-400	-104.32
SUNSTAR INSURANCE AGENCY	1517428	07/29/2026	TITAN SPECIALTY	015-505-620-370	7,727.00
COMMERCIAL DISPATCH, THE	00077219	07/29/2026	GEORGE M BRYAN FIELD	015-505-610-340	177.22
Outstanding Total:					48,198.18
Paid					
MS AIRPORTS ASSOCIATION	INV0039336	07/23/2026	8 CONFERENCE REGISTRATIO...	015-505-610-350	2,200.00
Paid Total:					2,200.00
Department 505 - AIRPORT Total:					50,398.18
Fund 015 - AIRPORT FUND Total:					50,398.18
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED PROJECTS					
Outstanding					
PACE EXCAVATING INC	6	07/29/2026	PAYMENT FOR WORK ON 2025..	016-515-730-840	148,472.22

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PACE EXCAVATING INC	6	07/29/2026	PAYMENT FOR WORK ON 2025..	016-515-730-841	3,907.16
CLEARWATER INC., ENVIRON...	1132604	07/29/2026	CONTRACT FOR SERVICES FOR...	016-515-720-830	7,711.20
CLEARWATER INC., ENVIRON...	1132604	07/29/2026	CONTRACT FOR SERVICES FOR...	016-515-720-835	428.40
CLEARWATER INC., ENVIRON...	1152605	07/29/2026	WORK PERFORMED ON 2025 ...	016-515-730-840	16,597.45
CLEARWATER INC., ENVIRON...	1152605	07/29/2026	WORK PERFORMED ON 2025 ...	016-515-730-841	436.77
CLEARWATER INC., ENVIRON...	1272601A	07/29/2026	WORK PERFORMED ON AIR C...	016-515-730-842	14,537.78
CLEARWATER INC., ENVIRON...	1272601A	07/29/2026	WORK PERFORMED ON AIR C...	016-515-730-843	7,335.14
CLEARWATER INC., ENVIRON...	1272601A	07/29/2026	WORK PERFORMED ON AIR C...	016-515-730-844	7,448.72
Outstanding Total:					206,874.84
Department 515 - RESTRICTED PROJECTS Total:					206,874.84
Fund 016 - RESTRICTED AIRPORT Total:					206,874.84

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

SANSOM EQUIPMENT COMP...	P08919	07/24/2026	SWIVEL FITTING	022-322-555-250	186.75
BAPTIST MEDICAL GROUP	INV0039340	07/24/2026	DRUG TESTS, VACCINES	022-322-600-300	175.00
TERRY'S GARAGE & REPAIRS, L...	112873	07/24/2026	REPLACE PTO PUMP, WIRING ...	022-322-630-360	1,030.74
GATEWAY TIRE & SRV CTR	1018-234908	07/24/2026	TIRES	022-322-630-254	182.30
GATEWAY TIRE & SRV CTR	1018-235171	07/24/2026	TIRES TRUCK 41	022-322-630-360	685.44
GATEWAY TIRE & SRV CTR	1018-235254	07/24/2026	TIRES TRUCK 93	022-322-630-252	727.92
WASTE PRO INC	316996	07/24/2026	RECYLING HAUL FEE	022-322-600-431	2,100.00
ROCKET ROADSIDE REPAIR SE...	83	07/24/2026	TRACTOR REPAIR	022-322-630-254	125.00
IMPERIAL BAG & PAPER CO., L...	5605301	07/24/2026	GLOVES, CLEANER, DISINFECT...	022-322-501-200	456.46
UNIFIRST CORPORATION	1830215479	07/24/2026	UNIFORMS	022-322-535-233	476.55
ROCKET ROADSIDE REPAIR SE...	84	07/24/2026	REPLACE AC COMPRESSOR & ...	022-322-630-360	1,112.50
GATEWAY TIRE & SRV CTR	1018-235509	07/24/2026	TIRES TRUCK 44	022-322-630-360	685.44
GATEWAY TIRE & SRV CTR	1018-235580	07/24/2026	TIRE TRUCK 42	022-322-630-360	342.72
GATEWAY TIRE & SRV CTR	1018-235836	07/24/2026	OIL CHANGE TRUCK 131	022-322-630-360	203.35
SANSOM EQUIPMENT COMP...	W03322	07/24/2026	TRUCK 49 REPAIR	022-322-630-255	1,010.00
SANSOM EQUIPMENT COMP...	W03323	07/24/2026	DIAGNOSIS TRUCK 42	022-322-630-360	303.00
UNIFIRST CORPORATION	1830216392	07/24/2026	UNIFORMS	022-322-535-233	405.32
EVERGREEN AG	2399460	07/24/2026	STIHL FAN	022-322-555-250	136.27
JANTZ ENTERPRISE LLC	38432	07/24/2026	REMOVE & INSTALL ON TRUCK..	022-322-630-256	389.00
RJ YOUNG	8138008	07/24/2026	CONTRACT/ COPIES	022-322-604-330	120.12
ROCKET ROADSIDE REPAIR SE...	91	07/24/2026	OIL CHANGE TRUCK 39	022-322-630-255	350.00
EMPIRE TRUCK SALES, LLC	CE005122744.01	07/24/2026	SHROUD FAN	022-322-630-255	107.66
IVY AUTO PARTS, LLC.	784583	07/24/2026	OIL, WINDSHIELD WASHER FL...	022-322-555-250	289.97
AMAZON CAPITAL SRVCS, INC.	1TRY-94KL-CJMJ	07/24/2026	PENS, SCISSORS, FREEZER POPS	022-322-501-200	68.46
STARKVILLE UTILITIES	8817001-071926	07/29/2026	MONTHLY UTILITIES	022-322-625-380	1,844.43
FUELMAN / FLEETCOR	NP70836495	07/23/2026	FUEL CHARGES 07/13/26-7/19...	022-322-525-231	4,964.72
REGIONS VISA	US126-05989008	07/27/2026	INDEED	022-322-610-340	74.10
MDES-MS DEPARTMENT OF ...	INV0039346	07/27/2026	UNEMPLOYMENT CLAIMS	022-322-490-134	637.48
FUELMAN / FLEETCOR	NP70863636	07/28/2026	FUEL CHARGES 7/20-7/26/26	022-322-525-231	5,890.32
Outstanding Total:					25,081.02
Department 322 - SANITATION DEPARTMENT Total:					25,081.02
Fund 022 - ENVIRONMENTAL SERVICES Total:					25,081.02

Fund: 120 - MODERNIZATION USE TAX

Department: 800 - DEBT SERVICE

Paid

REGIONS FINANCIAL CORPOR...	2542832	07/23/2026	GENERAL OBLIGATIONS	120-800-820-874	605,000.00
REGIONS FINANCIAL CORPOR...	2542832	07/23/2026	GENERAL OBLIGATIONS	120-800-830-874	62,035.02
Paid Total:					667,035.02
Department 800 - DEBT SERVICE Total:					667,035.02
Fund 120 - MODERNIZATION USE TAX Total:					667,035.02

Expense Approval Report

Post Dates: 7/23/2026 - 7/29/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 300 - CAPITAL PROJECTS FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
NEEL-SCHAFER	1116595	07/29/2026	CITY BLOCK 18A TOPO & BOU...	300-000-600-338	10,697.87
STARKVILLE UTILITIES	362	07/27/2026	METER TAP & SET, MOBILIZAT...	300-000-600-338	2,511.34
ECON CONSTRUCTION INC	1-25068-300	07/29/2026	BRUSH ARBOR CEMETERY	300-000-948-875	18,335.40
GROUNDSTONE CONSTRUCTI...	467-1	07/28/2026	GREEN HILL ST FLUME	300-000-948-857	17,620.00
TSW DESIGN	32066	07/29/2026	26049 LEE BLVD STREET DESI...	300-000-903-516	6,507.50
Outstanding Total:					55,672.11
Department 000 - UNDESIGNATED Total:					55,672.11
Fund 300 - CAPITAL PROJECTS FUND Total:					55,672.11
Fund: 305 - G. O. BOND FUND					
Department: 300 - STREET DEPARTMENT					
Outstanding					
WILLIAM WELLS TIRES & AUTO..	98678	07/24/2026	TOW RELOCATION FOR PAVI...	305-300-600-302	75.00
WILLIAM WELLS TIRES & AUTO..	98887	07/24/2026	TOW RELOCATION FOR PAVI...	305-300-600-302	75.00
MARK E. SHAW	122	07/28/2026	INSPECTION SERVICES 7/10/26..	305-300-600-302	4,375.00
Outstanding Total:					4,525.00
Department 300 - STREET DEPARTMENT Total:					4,525.00
Fund 305 - G. O. BOND FUND Total:					4,525.00
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT					
Department: 656 - MAIN STREET CORRIDOR					
Outstanding					
BURNS COOLEY DENNIS, INC.	50659	07/24/2026	MAIN STREET IMPROVEMENTS	311-656-912-850	669.00
BURNS DIRT CONSTRUCTION ...	398	07/24/2026	2 DRONE FLIGHTS	311-656-600-303	600.00
ECON CONSTRUCTION INC	13	07/29/2026	MAIN STREET IMPROVEMENTS	311-656-912-850	311,272.23
Outstanding Total:					312,541.23
Department 656 - MAIN STREET CORRIDOR Total:					312,541.23
Fund 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT Total:					312,541.23
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)					
Department: 551 - PARK & REC TOURISM					
Outstanding					
DD CONSULTING LLC	DD26-STARKVILLE028	07/27/2026	CONSULTING SERVICES	312-551-600-067	5,625.00
Outstanding Total:					5,625.00
Department 551 - PARK & REC TOURISM Total:					5,625.00
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					5,625.00
Fund: 313 - SPRING/HWY 12 LINKAGE TAP					
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Outstanding					
SIMMONS EROSION CONTROL,...	0003	07/24/2026	SPRING ST SOUTH 2 PAY APP ...	313-653-903-854	551,562.72
Outstanding Total:					551,562.72
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					551,562.72
Fund 313 - SPRING/HWY 12 LINKAGE TAP Total:					551,562.72
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
SGK LANDSCAPES, LLC	1-25036-300	07/29/2026	SOCCER FIELD IRRIGATION IM...	375-551-907-942	78,584.89
Outstanding Total:					78,584.89
Department 551 - PARK & REC TOURISM Total:					78,584.89
Fund 375 - PARK AND REC TOURISM Total:					78,584.89

Expense Approval Report

Post Dates: 7/23/2026 - 7/29/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
BURNS DIRT CONSTRUCTION ...	22	07/27/2026	182 REVITALIZATION	377-318-912-850	1,493,025.85
Outstanding Total:					1,493,025.85
Department 318 - MS182/MLK Total:					1,493,025.85
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					1,493,025.85
Grand Total:					3,628,357.67

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	175,264.90	6,206.98
002 - RESTRICTED POLICE FUND	2,166.91	0.00
015 - AIRPORT FUND	50,398.18	2,200.00
016 - RESTRICTED AIRPORT	206,874.84	0.00
022 - ENVIRONMENTAL SERVICES	25,081.02	0.00
120 - MODERNIZATION USE TAX	667,035.02	667,035.02
300 - CAPITAL PROJECTS FUND	55,672.11	0.00
305 - G. O. BOND FUND	4,525.00	0.00
311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT	312,541.23	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	5,625.00	0.00
313 - SPRING/HWY 12 LINKAGE TAP	551,562.72	0.00
375 - PARK AND REC TOURISM	78,584.89	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	1,493,025.85	0.00
Grand Total:	3,628,357.67	675,442.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & S...	1,213.96	0.00
001-000-054-205	DUE FROM STARKVILLE ...	2,390.52	0.00
001-000-120-618	SEIZED FUNDS	203.80	0.00
001-000-160-698	DONATION - POLICE	5,500.00	5,500.00
001-000-330-182	TRAFFIC COURT & FINES	200.00	200.00
001-005-054-208	DUE FROM PARKS & REC...	1,031.34	0.00
001-100-610-350	TRAVEL / TRAINING	431.36	0.00
001-110-501-200	SUPPLIES	1,099.83	0.00
001-110-604-330	POSTAGE / COMMUNIC...	1,981.50	0.00
001-120-503-202	COMMITTEE SUPPORT	18.87	0.00
001-120-604-330	COMMUNICATIONS	86.10	0.00
001-123-600-300	WEB SITE SVCS, SOFTW...	1,638.49	0.00
001-123-604-330	COMMUNICATIONS	117.19	0.00
001-123-625-380	CAMERA OPERATING EX...	2,370.00	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	1,182.28	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	477.05	0.00
001-180-600-300	PROFESSIONAL SERVICES	350.00	0.00
001-180-600-320	DRUG/BACKGROUND C...	35.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	177.18	0.00
001-180-645-420	SOFTWARE, COMPUTER,...	642.07	0.00
001-180-691-505	PERSONNEL / KRONOS S...	6,807.50	0.00
001-190-600-305	ARCHITECTURE REVIEWS	200.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	176.13	0.00
001-190-918-807	OFFICE EQUIPMENT	2,286.98	0.00
001-192-510-220	SUPPLIES - JANITORIAL, ...	131.21	0.00
001-192-600-338	CONTRACT SERVICES	0.00	0.00
001-192-625-381	UTILITIES - IRRIGATION	919.74	0.00
001-197-501-200	SUPPLIES	217.23	0.00
001-197-525-231	GAS & OIL	131.58	0.00
001-197-604-330	COMMUNICATIONS	86.13	0.00
001-197-610-350	TRAVEL / TRAINING	804.15	0.00
001-201-501-200	OFFICE SUPPLIES	101.26	0.00
001-201-525-231	GAS & OIL	10,603.27	0.00
001-201-535-233	UNIFORMS	264.00	0.00
001-201-541-240	PRISONER MEDICAL/SU...	302.47	0.00
001-201-555-208	JANITORIAL SUPPLIES	167.26	0.00
001-201-556-251	POLICE SUPPLIES	2,431.01	0.00
001-201-600-300	PROFESSIONAL SERVICES	300.00	0.00
001-201-600-301	COTTON DISTRICT - PRO...	350.00	0.00
001-201-600-304	INFORMANT FEES	3,000.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-604-330	PHONES/POSTAGE	240.00	0.00
001-201-615-343	PRINTING & BINDING	205.00	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	3,307.16	506.98
001-201-630-426	BUILDING MAINT & REP...	4,244.00	0.00
001-201-635-367	MOTORCYCLE RENTAL	790.34	0.00
001-201-635-369	COPIER RENTAL	795.76	0.00
001-201-645-420	SOFTWARE	206.92	0.00
001-201-690-552	POLICE TRAINING/EDUC...	301.40	0.00
001-246-525-231	GAS & OIL	132.69	0.00
001-261-525-231	GAS & OIL	2,089.07	0.00
001-261-535-233	UNIFORMS & UNIFORM ...	2,533.99	0.00
001-261-555-208	JANITORIAL & PAPER SU...	396.95	0.00
001-261-555-250	SMALL EQUIPMENT AND...	147.92	0.00
001-261-558-269	BUILDING MAINTENANCE	945.36	0.00
001-261-600-390	FIRE TRAINING / TRAVEL	380.00	0.00
001-261-604-330	PHONES/CABLE/INTERN...	705.82	0.00
001-261-625-380	UTILITIES	355.44	0.00
001-261-630-360	REPAIRS & MAINT-VEHIC...	3,600.41	0.00
001-281-501-200	OFFICE SUPPLIES	246.05	0.00
001-281-525-231	GAS & OIL	59.48	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	176.13	0.00
001-301-525-231	GAS & OIL	3,617.24	0.00
001-301-535-233	UNIFORMS	269.63	0.00
001-301-555-250	SMALL EQUIP, TOOLS & ...	2,570.28	0.00
001-301-560-270	CONSTRUCTION MATER...	7,973.04	0.00
001-301-565-272	STREETS SIGNS & PAINT	5,292.22	0.00
001-301-600-300	TREE TRIMMING	6,950.00	0.00
001-301-620-370	INSURANCE	386.00	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	189.74	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	603.85	0.00
001-360-525-231	GAS & OIL	126.55	0.00
001-550-600-297	REIMBURSEMENT	75,000.00	0.00
002-251-501-210	NATIONAL NIGHT OUT ...	2,166.91	0.00
015-505-525-233	JET A FUEL PURCHASES	25,574.84	0.00
015-505-525-235	AIRCRAFT OIL PURCHAS...	702.72	0.00
015-505-541-237	OPERATING SUPPLIES	101.80	0.00
015-505-600-338	CONTRACT,LEGAL,WEBS...	420.00	0.00
015-505-604-330	CELL PHONE/POSTAGE ...	205.65	0.00
015-505-610-340	ADVERTISING	177.22	0.00
015-505-610-350	TRAVEL/CONFERENCE	2,200.00	2,200.00
015-505-620-370	INSURANCE	7,727.00	0.00
015-505-625-380	UTILITIES	1,952.91	0.00
015-505-630-400	EQUIPMENT REPAIR & ...	336.33	0.00
015-505-720-805	CAP OUTLAY-GRANT MA...	6,999.71	0.00
015-505-918-810	TERMINAL DESIGN PROF...	4,000.00	0.00
016-515-720-830	3-28-0068-030-2023 FAA...	7,711.20	0.00
016-515-720-835	3-28-0068-030-2023 M...	428.40	0.00
016-515-730-840	3-28-0068-033-2025 FAA	165,069.67	0.00
016-515-730-841	3-28-0068-033-2025 M...	4,343.93	0.00
016-515-730-842	ARC MS-22473-2025	14,537.78	0.00
016-515-730-843	MDOT SMIFA 0068 0125	7,335.14	0.00
016-515-730-844	MM-0068-1325	7,448.72	0.00
022-322-490-134	UNEMPLOYMENT PAYM...	637.48	0.00
022-322-501-200	OFFICE SUPPLIES	524.92	0.00
022-322-525-231	GAS & OIL	10,855.04	0.00
022-322-535-233	UNIFORMS	881.87	0.00
022-322-555-250	SMALL EQUIP, TOOLS & ...	612.99	0.00
022-322-600-300	CONTRACT/PROFESSIO...	175.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-600-431	CONTRACT RECYCLING ...	2,100.00	0.00
022-322-604-330	COPIER, PHONES, RADIOS	120.12	0.00
022-322-610-340	ADVERTISING	74.10	0.00
022-322-625-380	UTILITIES	1,844.43	0.00
022-322-630-252	VEHICLE R&M - COMME...	727.92	0.00
022-322-630-254	VEHICLE R&M - LANDSC...	307.30	0.00
022-322-630-255	VEHICLE R&M - RUBBISH	1,467.66	0.00
022-322-630-256	VEHICLE R&M - SWEEPER	389.00	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	4,363.19	0.00
120-800-820-874	2022 5M GO BONDS - PR...	605,000.00	605,000.00
120-800-830-874	2022 5M GO BONDS - IN...	62,035.02	62,035.02
300-000-600-338	CONTRACT SERVICES	13,209.21	0.00
300-000-903-516	SIDEWALK IMPROVEME...	6,507.50	0.00
300-000-948-857	DRAINAGE IMPROVEME...	17,620.00	0.00
300-000-948-875	BRUSH ARBOR CEMETERY	18,335.40	0.00
305-300-600-302	2026 STREET IMPROVE...	4,525.00	0.00
311-656-600-303	PROF. SERVICES - OTHER	600.00	0.00
311-656-912-850	CONSTRUCTION	311,941.23	0.00
312-551-600-067	MCKEE - PROFESSIONAL ...	5,625.00	0.00
313-653-903-854	CONSTRUCTION (Phase 2)	551,562.72	0.00
375-551-907-942	EXISTING PARK IMPROV...	78,584.89	0.00
377-318-912-850	CONSTRUCTION AND PA...	1,493,025.85	0.00
Grand Total:		3,628,357.67	675,442.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,132,445.87	675,442.00
23032300	551,562.72	0.00
25019300	311,272.23	0.00
25019420	669.00	0.00
25019460	600.00	0.00
25036300	78,584.89	0.00
25068300	18,335.40	0.00
26003300	150.00	0.00
26003400	4,375.00	0.00
26014201	10,697.87	0.00
26026300	2,511.34	0.00
26048230	6,507.50	0.00
26065300	17,620.00	0.00
377318912850	1,493,025.85	0.00
Grand Total:	3,628,357.67	675,442.00



City of Starkville, MS

Expense Approval Report

By Fund

Payable Dates 7/17/2026 - 7/31/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 681 - PAYROLL					
BLUECROSS BLUESHIELD	INV0039335	07/17/2026	HEALTH INSURANCE BCBSMS	681-000-115-613	20,445.79
BLUECROSS BLUESHIELD	INV0039343	07/27/2026	HEALTH INSURANCE BCBSMS	681-000-115-613	23,649.65
JEFFERSON CAPITAL SYSTEM, ...	INV0039348	07/31/2026	GARNISHMENTS	681-000-106-603	1,291.83
PAT HENLEY	INV0039349	07/31/2026	GARNISHMENTS	681-000-106-603	621.84
MS DEPARTMENT OF HUMAN...	INV0039350	07/31/2026	CHILD SUPPORT	681-000-106-628	162.00
SYMETRA LIFE INSURANCE C...	INV0039351	07/31/2026	SYMETRA LIFE INSURANCE	681-000-115-622	606.60
CHAPTER 13	INV0039352	07/31/2026	CHAPTER 13	681-000-106-627	898.00
METLIFE	INV0039353	07/31/2026	HEALTH INSURANCE	681-000-115-717	7,444.39
NC CHILD SUPPORT CENTRALI...	INV0039354	07/31/2026	NC CHILD SUPPORT	681-000-106-628	424.00
CRDU	INV0039355	07/31/2026	CHILD SUPPORT	681-000-106-628	4,125.50
AFLAC	INV0039356	07/31/2026	AFLAC	681-000-115-641	6,242.26
STARKVILLE ATHLETIC CLUB	INV0039357	07/31/2026	FITNESS	681-000-115-976	200.00
Fund 681 - PAYROLL Total:					66,111.86
Fund: 999 - POOLED CASH					
EMPLOYEE PAYROLL	INV0039347	07/31/2026	EMPLOYEE PAYROLL	999-000-104-602	974.72
Fund 999 - POOLED CASH Total:					974.72
Grand Total:					67,086.58

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
681 - PAYROLL	66,111.86	66,111.86
999 - POOLED CASH	974.72	974.72
Grand Total:	67,086.58	67,086.58

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
681-000-106-603	GARNISHMENTS	1,913.67	1,913.67
681-000-106-627	CHAPTER 13	898.00	898.00
681-000-106-628	CHILD SUPPORT	4,711.50	4,711.50
681-000-115-613	HEALTH INSURANCE RES...	44,095.44	44,095.44
681-000-115-622	SYMETRA (CRITICAL ILLN...	606.60	606.60
681-000-115-641	AFLAC INSURANCE	6,242.26	6,242.26
681-000-115-717	METLIFE	7,444.39	7,444.39
681-000-115-976	FITNESS	200.00	200.00
999-000-104-602	WAGES PAYABLE	974.72	974.72
Grand Total:		67,086.58	67,086.58

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	67,086.58	67,086.58
Grand Total:	67,086.58	67,086.58



200 N Lafayette Street • Starkville, MS 39759
Telephone & Fax: 662-323-3133

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

Connor Carraway

Connor Carraway
Accounting & Finance Manager
Starkville Utilities

Starkville Utilities
July 1, 2026 - July 31, 2026

Date	Vendor	Description	Amount
7/2/2026	Direct Deposit	Starkville Electric Payroll	65,735.75
7/2/2026	Direct Deposit	Starkville Water Payroll	48,045.59
7/17/2026	Direct Deposit	Starkville Electric Payroll	62,611.30
7/17/2026	Direct Deposit	Starkville Water Payroll	47,217.95
7/10/2026	IRS	7/2/26 PR 941 Tax	35,258.90
7/22/2026	IRS	7/17/26 PR 941 Tax	34,431.44
7/15/2026	MS Dept Rev	June 2026 WH Tax	7,741.96
7/20/2026	MS Dept Rev	June 2026 Sales Tax - Electric	83,264.49
7/20/2026	MS Dept Rev	June 2026 Sales Tax - Water	28,833.00
7/15/2026	MDHS	June 2026 Child Support	2,589.90
7/14/2026	AFLAC	June 2026 Aflac - Electric	1,162.00
7/14/2026	AFLAC	June 2026 Aflac - Water	606.58
7/10/2026	MS PERS	June 2026 PERS	90,162.59
7/10/2026	MS Deferred Comp	June 2026 MS DC	5,102.18
7/16/2026	Starkville Athletic Club	Membership Fees	45.00
7/16/2026	Todd S. Johns CH13 Trustee	Garnishment	1,836.00
7/9/2026	4-County EPA	Utilities	13,872.38
7/21/2026	Refund Checks	Inactive Refund/Credit Bal Refund	23,867.79
7/14/2026	TVA	Purchased Power	3,773,801.40
Total			<u><u>4,326,186.20</u></u>

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Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
139 ACC BUSINESS	07/11/26	08/05/26	6305677114	INTERNET SERVICE	1,379.48			
Total for Vendor - 139:					1,379.48	0.00	0.00	0.00
97 ADVANCE AUTO PARTS	07/22/26	08/05/26	8872620355545	MAINTENANCE	24.30			
Total for Vendor - 97:					24.30	0.00	0.00	0.00
116 AMAZON CAPITAL SERVICES	07/13/26	08/05/26	1JXH-NCV1-VXHL	SUPPLIES	64.01			
116 AMAZON CAPITAL SERVICES	07/13/26	08/05/26	1NC3-KKJ1-3139	MATERIALS	1,173.60			
116 AMAZON CAPITAL SERVICES	07/13/26	08/05/26	1T6P-KVWG-6R9V	SUPPLIES	46.91			
116 AMAZON CAPITAL SERVICES	07/15/26	08/05/26	1M7R-CDXH-QYH1	SUPPLIES	65.98			
116 AMAZON CAPITAL SERVICES	07/16/26	08/05/26	1T19-L6TR-YD16	SUPPLIES	414.71			
116 AMAZON CAPITAL SERVICES	07/19/26	08/05/26	1W6K-GCG1-X1LT	SUPPLIES	98.21			
116 AMAZON CAPITAL SERVICES	07/21/26	08/05/26	13LD-7F37-FV33	SUPPLIES	388.04			
116 AMAZON CAPITAL SERVICES	07/25/26	08/05/26	1V73-FHRY-V13H	SUPPLIES	20.56			
Total for Vendor - 116:					2,272.02	0.00	0.00	0.00
144 ANIXTER, INC.	07/20/26	08/05/26	6696937-00	MATERIALS	22,600.00			
Total for Vendor - 144:					22,600.00	0.00	0.00	0.00
110 ARKANSAS ELECTRIC	07/15/26	08/05/26	9000031935	MATERIALS	2,110.50			
110 ARKANSAS ELECTRIC	07/22/26	08/05/26	9000032825	MATERIALS	1,597.18			
Total for Vendor - 110:					3,707.68	0.00	0.00	0.00
198 BRISLIN, INC.	07/21/26	08/05/26	261277	MAINTENANCE	326.70			
Total for Vendor - 198:					326.70	0.00	0.00	0.00
314 CINTAS CORPORATION	07/13/26	08/05/26	5347329703	SAFETY SUPPLIES	73.01			
Total for Vendor - 314:					73.01	0.00	0.00	0.00
321 COLE'S AUTO REPAIR	07/20/26	08/05/26	23538	MAINTENANCE	254.80			
Total for Vendor - 321:					254.80	0.00	0.00	0.00
496 EAST MISS LUMBER	07/14/26	08/05/26	232064	TOOLS	94.93			
496 EAST MISS LUMBER	07/17/26	08/05/26	232456	TOOLS	371.97			
496 EAST MISS LUMBER	07/17/26	08/05/26	K32374	TOOLS	16.98			
496 EAST MISS LUMBER	07/20/26	08/05/26	232552	TOOLS	66.67			
Total for Vendor - 496:					550.55	0.00	0.00	0.00
99009746 ENDEAVOR / SYNERGETICS DC	03/06/25		20250219115438C	CREDIT ON ACCOUNT	-1,691.40			
99009746 ENDEAVOR / SYNERGETICS DC	07/02/26		C-100504	IT SUPPORT CREDIT	-611.40			

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Beginning Date: 08/05/2026

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
99009746 ENDEAVOR / SYNERGETICS DC	03/06/25	08/05/26	20250219115438DM	IT SUPPORT	1,691.40			
99009746 ENDEAVOR / SYNERGETICS DC	12/31/25	08/05/26	81200	IT SUPPORT	2,880.00			
99009746 ENDEAVOR / SYNERGETICS DC	02/20/26	08/05/26	81897	IT SUPPORT	112.50			
Total for Vendor - 99009746:					2,381.10	0.00	0.00	0.00
604 FASTENAL COMPANY	07/22/26	08/05/26	MSSTA115318	SAFETY SUPPLIES	463.68			
Total for Vendor - 604:					463.68	0.00	0.00	0.00
99009991 FIRST NATL BANK CLARKSDA	07/15/26	08/05/26	07/15/2026	BOND INTEREST PAYMENT	52,109.38			
Total for Vendor - 99009991:					52,109.38	0.00	0.00	0.00
616 FUELMAN	07/20/26	08/05/26	NP70836495	FUEL	1,912.47			
616 FUELMAN	07/27/26	08/05/26	NP70863636	FUEL	2,912.09			
Total for Vendor - 616:					4,824.56	0.00	0.00	0.00
696 GARNER LUMLEY ELECTRIC	07/16/26	08/05/26	629339	MATERIALS	1,878.00			
696 GARNER LUMLEY ELECTRIC	07/16/26	08/05/26	629379	MATERIALS	11,160.00			
Total for Vendor - 696:					13,038.00	0.00	0.00	0.00
691 GATEWAY TIRE&SERVICE CEN	07/15/26	08/05/26	1018-236198	MAINTENANCE	448.36			
691 GATEWAY TIRE&SERVICE CEN	07/21/26	08/05/26	1018-236579	MAINTENANCE	159.90			
Total for Vendor - 691:					608.26	0.00	0.00	0.00
423 JOSHUA LANIER	07/25/24	08/05/26	07172026	TRAINING TRAVEL	195.32			
Total for Vendor - 423:					195.32	0.00	0.00	0.00
1010 JT RAY COMPANY	07/15/26	08/05/26	83954	COPIER SERVICE	325.26			
1010 JT RAY COMPANY	07/15/26	08/05/26	83955	COPIER SERVICE	149.07			
1010 JT RAY COMPANY	07/15/26	08/05/26	83957	COPOIER SERVICE	256.09			
Total for Vendor - 1010:					730.42	0.00	0.00	0.00
1361 M & M PROSAFETY SUPPLY	07/23/26	08/05/26	03710	SAFETY SUPPLIES	530.03			
Total for Vendor - 1361:					530.03	0.00	0.00	0.00
1287 MAXXSOUTH BROADBAND	07/06/26	08/05/26	25606516	ACCT# 8282-41-101-0743913	69.00			
Total for Vendor - 1287:					69.00	0.00	0.00	0.00
1394 NARRATIVE 12 LLC	07/25/26	08/05/26	07/25/2026	CUSTOMER COMMUNICATIO	4,500.00			
Total for Vendor - 1394:					4,500.00	0.00	0.00	0.00
1413 NMPPA	07/15/26	08/05/26	2618	ANNUAL DUES 2026	300.00			

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Beginning Date: 08/05/2026

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
Total for Vendor - 1413:					300.00	0.00	0.00	0.00
1525 OKTIBBEHA CO. CO-OP	07/17/26	08/05/26	1239946	MAINTENANCE	497.00			
Total for Vendor - 1525:					497.00	0.00	0.00	0.00
1816 REGULATORY COMPLIANCE SE	01/05/26	01/21/26	J188-01/05/2026	PCB MANAGMENT SUPPORT				395.00
Total for Vendor - 1816:					0.00	0.00	0.00	395.00
1901 RENASANT BANK	06/02/26	06/02/26	2026-06 STMT	Credit Card			11,522.32	
Total for Vendor - 1901:					0.00	0.00	11,522.32	0.00
1533 RYAN ATKINSON	06/30/26	08/05/26	06302026	MDOT PHYSICAL	150.00			
Total for Vendor - 1533:					150.00	0.00	0.00	0.00
1891 S & K DOOR & SPECIALTY CO	07/14/26	08/05/26	88234	MAINTENANCE	90.00			
Total for Vendor - 1891:					90.00	0.00	0.00	0.00
1887 S & S LINE SERVICE INC	07/03/26	08/05/26	3167	ROW CLEARING	1,232.70			
1887 S & S LINE SERVICE INC	07/03/26	08/05/26	3168	ROW CLEARING	4,446.45			
1887 S & S LINE SERVICE INC	07/03/26	08/05/26	3169	ROW CLEARING	4,367.70			
1887 S & S LINE SERVICE INC	07/10/26	08/05/26	3170	ROW CLEARING	1,643.60			
1887 S & S LINE SERVICE INC	07/10/26	08/05/26	3171	ROW CLEARING	6,077.60			
1887 S & S LINE SERVICE INC	07/10/26	08/05/26	3172	ROW CLEARING	6,077.60			
1887 S & S LINE SERVICE INC	07/17/26	08/05/26	3173	ROW CLEARING	1,643.60			
1887 S & S LINE SERVICE INC	07/17/26	08/05/26	3174	ROW CLEARING	5,854.10			
1887 S & S LINE SERVICE INC	07/17/26	08/05/26	3175	ROW CLEARING	5,183.60			
1887 S & S LINE SERVICE INC	07/24/26	08/05/26	3176	ROW CLEARING	6,077.60			
1887 S & S LINE SERVICE INC	07/24/26	08/05/26	3177	ROW CLEARING	1,643.60			
1887 S & S LINE SERVICE INC	07/24/26	08/05/26	3178	ROW CLEARING	6,077.60			
Total for Vendor - 1887:					50,325.75	0.00	0.00	0.00
2122 UPCHURCH SERVICES LLC	07/14/26	08/05/26	38570	MAINTENANCE	1,103.50			
Total for Vendor - 2122:					1,103.50	0.00	0.00	0.00
2117 UTILITY MAINT SPECIALIST IN	07/17/26	08/05/26	6530	SUBSTATION TESTING AND	9,330.00			
Total for Vendor - 2117:					9,330.00	0.00	0.00	0.00
2210 VERIZON WIRELESS	07/25/24	08/05/26	242091190-00001	ACCT# 242091190-00001	1,608.98			
Total for Vendor - 2210:					1,608.98	0.00	0.00	0.00
2331 WILLIAM WELLS TIRE & AUTO	07/16/26	08/05/26	99090	MAINTENANCE	1,694.56			

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**ACCOUNTS PAYABLE
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Beginning Date: 08/05/2026

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
Total for Vendor - 2331:					1,694.56	0.00	0.00	0.00
2120 YOUNG WELDING SUPPLY, INC	06/30/26	08/05/26	0030077357	GAS CYLINDERS	140.40			
Total for Vendor - 2120:					140.40	0.00	0.00	0.00
Grand Total:					\$ 175,878.48	\$ 0.00	\$ 11,522.32	\$ 395.00

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Beginning Date: 08/05/2026**PARAMETERS ENTERED:**

Beginning Date: 08/05/2026
Aging Intervals (Days): 30/60/90
Vendor: All
GL Division: All
GL Account: All
GL Department: All
GL Activity: All
Format: Summary
Subtotal By Vendor: Yes
Sort By: Name
AP GL Account: 1 232.0
Group By AP GL Account

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Vendor Detail

Invoice	Type	----- AP GL -----		Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 139 ACC BUSINESS							Balance:	1,379.48				
6305677114	IN	1	232.0	07/11/2026		08/05/2026	1	1,379.48	0.00	1,379.48	0.00	DD
Total For Vendor 139:								1,379.48	0.00	1,379.48	0.00	
Invoice Count:								1				
Vendor: 97 ADVANCE AUTO PARTS							Balance:	24.30				
8872620355545	IN	1	232.0	07/22/2026		08/05/2026	1	24.30	0.00	24.30	0.00	DD
Total For Vendor 97:								24.30	0.00	24.30	0.00	
Invoice Count:								1				
Vendor: 116 AMAZON CAPITAL SERVICES							Balance:	3,514.99				
1JXH-NCV1-VXHL	IN	1	232.0	07/13/2026		08/05/2026	1	64.01	0.00	64.01	0.00	DD
1NC3-KKJ1-3139	IN	1	232.0	07/13/2026		08/05/2026	1	1,173.60	0.00	1,173.60	0.00	DD
1T6P-KVWG-6R9V	IN	1	232.0	07/13/2026		08/05/2026	1	46.91	0.00	46.91	0.00	DD
1M7R-CDXH-QYH1	IN	1	232.0	07/15/2026		08/05/2026	1	65.98	0.00	65.98	0.00	DD
1T19-L6TR-YD16	IN	1	232.0	07/16/2026		08/05/2026	1	414.71	0.00	414.71	0.00	DD
1W6K-GCG1-X1LT	IN	1	232.0	07/19/2026		08/05/2026	1	98.21	0.00	98.21	0.00	DD
13LD-7F37-FV33	IN	1	232.0	07/21/2026		08/05/2026	1	388.04	0.00	388.04	0.00	DD
1V73-FHRY-V13H	IN	1	232.0	07/25/2026		08/05/2026	1	20.56	0.00	20.56	0.00	DD
Total For Vendor 116:								2,272.02	0.00	2,272.02	0.00	
Invoice Count:								8				
Vendor: 144 ANIXTER, INC.							Balance:	22,600.00				
6696937-00	IN	1	232.0	07/20/2026		08/05/2026	1	22,600.00	0.00	22,600.00	0.00	DD
Total For Vendor 144:								22,600.00	0.00	22,600.00	0.00	
Invoice Count:								1				
Vendor: 110 ARKANSAS ELECTRIC							Balance:	3,707.68				
9000031935	IN	1	232.0	07/15/2026		08/05/2026	1	2,110.50	0.00	2,110.50	0.00	DD
9000032825	IN	1	232.0	07/22/2026		08/05/2026	1	1,597.18	0.00	1,597.18	0.00	DD
Total For Vendor 110:								3,707.68	0.00	3,707.68	0.00	
Invoice Count:								2				

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Vendor Detail

Invoice	Type	----- AP GL -----		Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 198 BRISLIN, INC.						Balance:	326.70					
261277	IN	1	232.0	07/21/2026		08/05/2026	1	326.70	0.00	326.70	0.00	DD
Total For Vendor 198:								326.70	0.00	326.70	0.00	
Invoice Count:								1				
Vendor: 314 CINTAS CORPORATION						Balance:	73.01					
5347329703	IN	1	232.0	07/13/2026		08/05/2026	1	73.01	0.00	73.01	0.00	DD
Total For Vendor 314:								73.01	0.00	73.01	0.00	
Invoice Count:								1				
Vendor: 321 COLE'S AUTO REPAIR						Balance:	254.80					
23538	IN	1	232.0	07/20/2026		08/05/2026	1	254.80	0.00	254.80	0.00	CHK
Total For Vendor 321:								254.80	0.00	254.80	0.00	
Invoice Count:								1				
Vendor: 496 EAST MISS LUMBER						Balance:	1,194.39					
232064	IN	1	232.0	07/14/2026		08/05/2026	1	94.93	0.00	94.93	0.00	CHK
232456	IN	1	232.0	07/17/2026		08/05/2026	1	371.97	0.00	371.97	0.00	CHK
K32374	IN	1	232.0	07/17/2026		08/05/2026	1	16.98	0.00	16.98	0.00	CHK
232552	IN	1	232.0	07/20/2026		08/05/2026	1	66.67	0.00	66.67	0.00	CHK
Total For Vendor 496:								550.55	0.00	550.55	0.00	
Invoice Count:								4				
Vendor: 99009746 ENDEAVOR / SYNERGETICS DCS, INC						Balance:	2,381.10					
20250219115438C	MC	1	232.0	03/06/2025			1	-1,691.40	0.00	-1,691.40	0.00	
20250219115438DM	IN	1	232.0	03/06/2025		08/05/2026	1	1,691.40	0.00	1,691.40	0.00	DD
81200	IN	1	232.0	12/31/2025		08/05/2026	1	2,880.00	0.00	2,880.00	0.00	DD
81897	IN	1	232.0	02/20/2026		08/05/2026	1	112.50	0.00	112.50	0.00	DD
C-100504	MC	1	232.0	07/02/2026			1	-611.40	0.00	-611.40	0.00	
Total For Vendor 99009746:								2,381.10	0.00	2,381.10	0.00	
Invoice Count:								5				

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Vendor Detail

Invoice	Type	Div	Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
----- AP GL -----												
Vendor: 604 FASTENAL COMPANY								Balance: 927.36				
MSSTA115318	IN	1	232.0	07/22/2026		08/05/2026	1	463.68	0.00	463.68	0.00	DD
Total For Vendor 604:								463.68	0.00	463.68	0.00	
Invoice Count:								1				
Vendor: 99009991 FIRST NATL BANK CLARKSDALE								Balance: 52,109.38				
07/15/2026	IN	1	232.0	07/15/2026		08/05/2026	1	52,109.38	0.00	52,109.38	0.00	CHK
Total For Vendor 99009991:								52,109.38	0.00	52,109.38	0.00	
Invoice Count:								1				
Vendor: 616 FUELMAN								Balance: 4,824.56				
NP70836495	IN	1	232.0	07/20/2026		08/05/2026	1	1,912.47	0.00	1,912.47	0.00	CHK
NP70863636	IN	1	232.0	07/27/2026		08/05/2026	1	2,912.09	0.00	2,912.09	0.00	CHK
Total For Vendor 616:								4,824.56	0.00	4,824.56	0.00	
Invoice Count:								2				
Vendor: 696 GARNER LUMLEY ELECTRIC								Balance: 13,038.00				
629339	IN	1	232.0	07/16/2026		08/05/2026	1	1,878.00	0.00	1,878.00	0.00	DD
629379	IN	1	232.0	07/16/2026		08/05/2026	1	11,160.00	0.00	11,160.00	0.00	DD
Total For Vendor 696:								13,038.00	0.00	13,038.00	0.00	
Invoice Count:								2				
Vendor: 691 GATEWAY TIRE&SERVICE CENTER								Balance: 1,041.30				
1018-236198	IN	1	232.0	07/15/2026		08/05/2026	1	448.36	0.00	448.36	0.00	DD
1018-236579	IN	1	232.0	07/21/2026		08/05/2026	1	159.90	0.00	159.90	0.00	DD
Total For Vendor 691:								608.26	0.00	608.26	0.00	
Invoice Count:								2				
Vendor: 423 JOSHUA LANIER								Balance: 195.32				
07172026	IN	1	232.0	07/25/2024		08/05/2026	1	195.32	0.00	195.32	0.00	DD
Total For Vendor 423:								195.32	0.00	195.32	0.00	
Invoice Count:								1				

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Vendor Detail

Invoice		Type	Div	Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 1010 JT RAY COMPANY							Balance:	774.53					
83954		IN	1	232.0	07/15/2026		08/05/2026	1	325.26	0.00	325.26	0.00	DD
83955		IN	1	232.0	07/15/2026		08/05/2026	1	149.07	0.00	149.07	0.00	DD
83957		IN	1	232.0	07/15/2026		08/05/2026	1	256.09	0.00	256.09	0.00	DD
Total For Vendor 1010:									730.42	0.00	730.42	0.00	
Invoice Count:									3				
Vendor: 1361 M & M PROSAFETY SUPPLY							Balance:	690.21					
03710		IN	1	232.0	07/23/2026		08/05/2026	1	530.03	0.00	530.03	0.00	DD
Total For Vendor 1361:									530.03	0.00	530.03	0.00	
Invoice Count:									1				
Vendor: 1287 MAXXSOUTH BROADBAND							Balance:	253.63					
25606516		IN	1	232.0	07/06/2026		08/05/2026	1	69.00	0.00	69.00	0.00	CHK
Total For Vendor 1287:									69.00	0.00	69.00	0.00	
Invoice Count:									1				
Vendor: 1394 NARRATIVE 12 LLC							Balance:	4,500.00					
07/25/2026		IN	1	232.0	07/25/2026		08/05/2026	1	4,500.00	0.00	4,500.00	0.00	DD
Total For Vendor 1394:									4,500.00	0.00	4,500.00	0.00	
Invoice Count:									1				
Vendor: 1413 NMPPA							Balance:	300.00					
2618		IN	1	232.0	07/15/2026		08/05/2026	1	300.00	0.00	300.00	0.00	CHK
Total For Vendor 1413:									300.00	0.00	300.00	0.00	
Invoice Count:									1				
Vendor: 1525 OKTIBBEHA CO. CO-OP							Balance:	1,146.92					
1239946		IN	1	232.0	07/17/2026		08/05/2026	1	497.00	0.00	497.00	0.00	DD
Total For Vendor 1525:									497.00	0.00	497.00	0.00	
Invoice Count:									1				

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Vendor Detail

----- AP GL -----						Inv					Future Or	Pmt
Invoice	Type	Div	Account	Inv Date	Disc Date	Due Date	Type	Gross	Discount	Current	Disputed	Type
Vendor: 1816 REGULATORY COMPLIANCE SERVIC						Balance:		395.00				
J188-01/05/2026	IN	1	232.0	01/05/2026		01/21/2026	1	395.00	0.00	0.00	395.00	HOLD CHK
Total For Vendor 1816:								395.00	0.00	0.00	395.00	
Invoice Count:								1				
Vendor: 1533 RYAN ATKINSON						Balance:		150.00				
06302026	IN	1	232.0	06/30/2026		08/05/2026	1	150.00	0.00	150.00	0.00	DD
Total For Vendor 1533:								150.00	0.00	150.00	0.00	
Invoice Count:								1				
Vendor: 1891 S & K DOOR & SPECIALTY CO						Balance:		90.00				
88234	IN	1	232.0	07/14/2026		08/05/2026	1	90.00	0.00	90.00	0.00	DD
Total For Vendor 1891:								90.00	0.00	90.00	0.00	
Invoice Count:								1				
Vendor: 1887 S & S LINE SERVICE INC						Balance:		50,325.75				
3167	IN	1	232.0	07/03/2026		08/05/2026	1	1,232.70	0.00	1,232.70	0.00	DD
3168	IN	1	232.0	07/03/2026		08/05/2026	1	4,446.45	0.00	4,446.45	0.00	DD
3169	IN	1	232.0	07/03/2026		08/05/2026	1	4,367.70	0.00	4,367.70	0.00	DD
3170	IN	1	232.0	07/10/2026		08/05/2026	1	1,643.60	0.00	1,643.60	0.00	DD
3171	IN	1	232.0	07/10/2026		08/05/2026	1	6,077.60	0.00	6,077.60	0.00	DD
3172	IN	1	232.0	07/10/2026		08/05/2026	1	6,077.60	0.00	6,077.60	0.00	DD
3173	IN	1	232.0	07/17/2026		08/05/2026	1	1,643.60	0.00	1,643.60	0.00	DD
3174	IN	1	232.0	07/17/2026		08/05/2026	1	5,854.10	0.00	5,854.10	0.00	DD
3175	IN	1	232.0	07/17/2026		08/05/2026	1	5,183.60	0.00	5,183.60	0.00	DD
3176	IN	1	232.0	07/24/2026		08/05/2026	1	6,077.60	0.00	6,077.60	0.00	DD
3177	IN	1	232.0	07/24/2026		08/05/2026	1	1,643.60	0.00	1,643.60	0.00	DD
3178	IN	1	232.0	07/24/2026		08/05/2026	1	6,077.60	0.00	6,077.60	0.00	DD
Total For Vendor 1887:								50,325.75	0.00	50,325.75	0.00	
Invoice Count:								12				

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Vendor Detail

Invoice		Type	----- AP GL ----- Div Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 2122	UPCHURCH SERVICES LLC											
38570		IN	1 232.0	07/14/2026		08/05/2026	1	1,103.50	0.00	1,103.50	0.00	DD
Total For Vendor 2122:								1,103.50	0.00	1,103.50	0.00	
Invoice Count:								1				
Vendor: 2117	UTILITY MAINT SPECIALIST INC											
6530		IN	1 232.0	07/17/2026		08/05/2026	1	9,330.00	0.00	9,330.00	0.00	DD
Total For Vendor 2117:								9,330.00	0.00	9,330.00	0.00	
Invoice Count:								1				
Vendor: 2210	VERIZON WIRELESS											
242091190-00001		IN	1 232.0	07/25/2024		08/05/2026	1	1,608.98	0.00	1,608.98	0.00	CHK
Total For Vendor 2210:								1,608.98	0.00	1,608.98	0.00	
Invoice Count:								1				
Vendor: 2331	WILLIAM WELLS TIRE & AUTO											
99090		IN	1 232.0	07/16/2026		08/05/2026	1	1,694.56	0.00	1,694.56	0.00	DD
Total For Vendor 2331:								1,694.56	0.00	1,694.56	0.00	
Invoice Count:								1				
Vendor: 2120	YOUNG WELDING SUPPLY, INC.											
0030077357		IN	1 232.0	06/30/2026		08/05/2026	1	140.40	0.00	140.40	0.00	DD
Total For Vendor 2120:								140.40	0.00	140.40	0.00	
Invoice Count:								1				

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Vendor Detail

Gross: 176,273.48
Discount: 0.00
Current: 175,878.48
Future: 395.00
Disputed: 395.00
Discount Taken: 0.00
Discount Lost: 0.00

Pay Thru Date: 08/05/2026 **Update:** No
Check Date: 08/05/2026 **Selection:** Selected AP GL Accounts
Direct Deposit/E-Payment Date: 08/05/2026 **Vendor Group:** All
Discount Cutoff Date: 08/05/2026 **Invoice Type:** All
Print Duplicates: Yes
Process \$0.00 Stubs: Yes

Total Cash Disbursements

Bank	GL Division	GL Account	Amount
6 - RENASANT BANK-ELEC GE	1 - Starkville Electric Dept.	131.8 - CASH IN BANK - ELECTR	175,878.48

Total Check Amount:	59,717.27	Total Checks:	7	Total Invoices:	60
Total Direct Deposit Amount:	116,161.21	Total Direct Deposits:	23	Total Misc Credits:	2
Total E-Payment Amount:	0.00	Total E-Payments:	0	Total Vendors:	31
Total Cash Disbursements:	175,878.48				

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Beginning Date: 08/05/2026

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
9929842 ALLEN, TIFFINI	07/28/26	08/05/26	071326-071426	7/13-7/14 Training	201.21			
Total for Vendor - 9929842:					201.21	0.00	0.00	0.00
116 AMAZON CAPITAL SERVICES	07/13/26	08/05/26	1GQT-WGMY-6P33	MAINTENANCE	215.70			
116 AMAZON CAPITAL SERVICES	07/13/26	08/05/26	1H77-CHWG-G3PV	SUPPLIES	5.96			
116 AMAZON CAPITAL SERVICES	07/15/26	08/05/26	1XPJ-KT7J-9NHR	MAINTENANCE	197.99			
116 AMAZON CAPITAL SERVICES	07/17/26	08/05/26	1PGW-WNDQ-YK6D	SUPPLIES	151.98			
116 AMAZON CAPITAL SERVICES	07/23/26	08/05/26	1TXX-KD3J-N6J6	SUPPLIES	71.12			
116 AMAZON CAPITAL SERVICES	07/23/26	08/05/26	1WC6-YLRJ-D3CW	MAINTENANCE	89.10			
116 AMAZON CAPITAL SERVICES	07/23/26	08/05/26	1YXM-MLGR-QN7X	MAINTENANCE	478.13			
116 AMAZON CAPITAL SERVICES	07/24/26	08/05/26	1J7F-6YCC-4QX7	MAINTENANCE	32.99			
Total for Vendor - 116:					1,242.97	0.00	0.00	0.00
20076 APAC MISSISSIPPI, INC.	07/16/26	08/05/26	4000251319	ASPHALT	665.99			
Total for Vendor - 20076:					665.99	0.00	0.00	0.00
124 ATMOS ENERGY	07/13/26	08/05/26	3020752702-071326	UTILITY BILL	48.23			
Total for Vendor - 124:					48.23	0.00	0.00	0.00
196 AUTOZONE	07/14/26	08/05/26	00426684754	MAINTENANCE	174.43			
196 AUTOZONE	07/22/26	08/05/26	00426690575	MAINTENANCE	56.95			
Total for Vendor - 196:					231.38	0.00	0.00	0.00
202 BELL BUILDING SUPPLY	07/21/26	08/05/26	458413	MATERIALS	6.99			
Total for Vendor - 202:					6.99	0.00	0.00	0.00
208 BERRY ELECTRIC, LLC	07/20/26	08/05/26	005162	MAINTENANCE	1,657.50			
Total for Vendor - 208:					1,657.50	0.00	0.00	0.00
1920 CANNON FORD LINCOLN OF ST	07/21/26	08/05/26	216856	MAINTENANCE	67.20			
Total for Vendor - 1920:					67.20	0.00	0.00	0.00
20250 CHEMPRO SERVICES, INC	07/13/26	08/05/26	24188	PROFESSIONAL SERVICES	4,900.00			
Total for Vendor - 20250:					4,900.00	0.00	0.00	0.00
20362 CONSOLIDATED PIPE & SUPPL	07/14/26	08/05/26	MS03117842	MATERIALS	340.00			
20362 CONSOLIDATED PIPE & SUPPL	07/14/26	08/05/26	MS03117843	MATERIALS	17,340.00			
20362 CONSOLIDATED PIPE & SUPPL	07/15/26	08/05/26	MS03117874	MATERIALS	3,100.00			
20362 CONSOLIDATED PIPE & SUPPL	07/15/26	08/05/26	MS03117875	MATERIALS	800.00			
20362 CONSOLIDATED PIPE & SUPPL	07/21/26	08/05/26	MS03118015	MATERIALS	1,500.00			

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Beginning Date: 08/05/2026

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
20362 CONSOLIDATED PIPE & SUPPL	07/21/26	08/05/26	MS03118016	MATERIALS	330.00			
20362 CONSOLIDATED PIPE & SUPPL	07/21/26	08/05/26	MS3118017	MATERIALS	400.00			
Total for Vendor - 20362:					23,810.00	0.00	0.00	0.00
20372 COVINGTON SALES & SERVICE	07/10/26	08/05/26	105589	MATERIALS	374.17			
Total for Vendor - 20372:					374.17	0.00	0.00	0.00
486 DOSS ELECTRIC, INC.	04/01/26	04/08/26	04012026	GENERATOR				4,925.00
Total for Vendor - 486:					0.00	0.00	0.00	4,925.00
496 EAST MISS LUMBER	07/15/26	08/05/26	232136	TOOLS	392.97			
496 EAST MISS LUMBER	07/17/26	08/05/26	232394	TOOLS	170.23			
496 EAST MISS LUMBER	07/21/26	08/05/26	232671	MATERIALS	80.64			
Total for Vendor - 496:					643.84	0.00	0.00	0.00
604 FASTENAL COMPANY	07/22/26	08/05/26	MSSTA115319	SAFETY SUPPLIES	463.68			
Total for Vendor - 604:					463.68	0.00	0.00	0.00
600 FERGUSON ENTERPRISES LLC	07/22/26	08/05/26	0898614	MATERIALS	250.00			
Total for Vendor - 600:					250.00	0.00	0.00	0.00
691 GATEWAY TIRE&SERVICE CEN	07/22/26	08/05/26	1018-236655	MAINTENANCE	433.04			
Total for Vendor - 691:					433.04	0.00	0.00	0.00
706 GEORGE FORD	07/21/26	08/05/26	07/21/2026	LEGAL FEES AERATORS	2,700.00			
Total for Vendor - 706:					2,700.00	0.00	0.00	0.00
726 GRAYBAR FINANCIAL SERVICE	07/07/26	08/05/26	20569451	DEVISE INSURANCE	15.98			
Total for Vendor - 726:					15.98	0.00	0.00	0.00
20702 HACH	07/08/26	08/05/26	15075487	MATERIALS	763.12			
20702 HACH	07/14/26	08/05/26	1501486	MATERIALS	476.95			
Total for Vendor - 20702:					1,240.07	0.00	0.00	0.00
807 HILL MFG. CO, INC.	07/17/26	08/05/26	225893	SUPPLIES	167.54			
Total for Vendor - 807:					167.54	0.00	0.00	0.00
20765 HYDRA SERVICE, INC.	04/20/26	05/06/26	197823	PUMP RENTAL				5,358.00
20765 HYDRA SERVICE, INC.	07/22/26	08/05/26	200686	PUMP FITTINGS	1,166.00			
Total for Vendor - 20765:					1,166.00	0.00	0.00	5,358.00
400 IVY AUTO PARTS	07/09/26	08/05/26	784365	MAINTENANCE	52.57			

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Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
400 IVY AUTO PARTS	07/16/26	08/05/26	784879	MAINTENANCE	10.40			
				Total for Vendor - 400:	62.97	0.00	0.00	0.00
15 JACOB WHATLEY	07/01/26	08/05/26	07012026	WORK KEYS TESTING	45.00			
				Total for Vendor - 15:	45.00	0.00	0.00	0.00
1010 JT RAY COMPANY	07/15/26	08/05/26	83956	COPIER SERVICES	44.11			
				Total for Vendor - 1010:	44.11	0.00	0.00	0.00
1547 KADAISA JONES	07/07/26	08/05/26	07072026	LICENSE RENEWAL	60.00			
				Total for Vendor - 1547:	60.00	0.00	0.00	0.00
1205 LOWE'S	07/09/26	08/05/26	985520-RAAEBG	MAINTENANCE	122.55			
1205 LOWE'S	07/09/26	08/05/26	985790-RAAEBQ	SUPPLIES	6.38			
1205 LOWE'S	07/13/26	08/05/26	996657-RAKVWK	SUPPLIES	5.66			
1205 LOWE'S	07/14/26	08/05/26	998939-RAPJXG	TOOLS	130.57			
1205 LOWE'S	07/14/26	08/05/26	999754-RAPJYF	MATERIALS	7.19			
1205 LOWE'S	07/22/26	08/05/26	991825-RBRRPK	TOOLS	53.16			
				Total for Vendor - 1205:	325.51	0.00	0.00	0.00
1361 M & M PROSAFETY SUPPLY	07/10/26	08/05/26	03702	SAFETY SUPPLIES	160.18			
				Total for Vendor - 1361:	160.18	0.00	0.00	0.00
1287 MAXXSOUTH BROADBAND	07/10/26	08/05/26	25620396	ACCT# 8282 41 102 0140696	184.63			
				Total for Vendor - 1287:	184.63	0.00	0.00	0.00
99009988 MITCHELL, MCNUTT & SAMS P	07/13/26	08/05/26	533797	LRGAL FEES	1,691.00			
				Total for Vendor - 99009988:	1,691.00	0.00	0.00	0.00
1322 MMC MATERIALS, INC.	07/21/26	08/05/26	1028682	CONCRETE	529.50			
				Total for Vendor - 1322:	529.50	0.00	0.00	0.00
21320 MSRWA - MS RURAL WATER A	07/28/26	08/05/26	072826	Membership Dues	1,275.00			
				Total for Vendor - 21320:	1,275.00	0.00	0.00	0.00
21388 NATIONAL INDUSTRIAL & SAF	07/24/26	08/05/26	53568	SAFETY SUPPLIES	263.76			
				Total for Vendor - 21388:	263.76	0.00	0.00	0.00
1525 OKTIBBEHA CO. CO-OP	07/02/26	08/05/26	1236435	MATERIALS	78.00			
1525 OKTIBBEHA CO. CO-OP	07/06/26	08/05/26	1237247	MAINTENANCE	139.90			
1525 OKTIBBEHA CO. CO-OP	07/08/26	08/05/26	1237719	MAINTENANCE	149.55			
1525 OKTIBBEHA CO. CO-OP	07/09/26	08/05/26	1237959	MATERIALS	35.80			

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Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1525 OKTIBBEHA CO. CO-OP	07/13/26	08/05/26	1238988	MATERIALS	13.18			
1525 OKTIBBEHA CO. CO-OP	07/15/26	08/05/26	1239523	MATERIALS	77.49			
1525 OKTIBBEHA CO. CO-OP	07/15/26	08/05/26	1239964	MATERIALS	39.00			
1525 OKTIBBEHA CO. CO-OP	07/16/26	08/05/26	1239687	MATERIALS	39.00			
1525 OKTIBBEHA CO. CO-OP	07/21/26	08/05/26	1240914	MATERIALS	39.00			
1525 OKTIBBEHA CO. CO-OP	07/24/26	08/05/26	1241842	MATERIALS	39.00			
Total for Vendor - 1525:					649.92	0.00	0.00	0.00
21820 RELIABILITY POINT, LLC	07/30/26	08/05/26	18753	MAINTENANCE	2,460.93			
Total for Vendor - 21820:					2,460.93	0.00	0.00	0.00
21892 S&N AIROFLO INC	04/29/25		19376	CREDIT FOR DOWN DAYS	-2,738.28			
21892 S&N AIROFLO INC	02/03/25	02/19/25	19297	AERATOR RENTAL				6,000.00
21892 S&N AIROFLO INC	04/29/25	05/21/25	19377	AERATOR RENTAL				12,000.00
Total for Vendor - 21892:					-2,738.28	0.00	0.00	18,000.00
1937 SOUTHERN PIPE & SUPPLY	07/09/26	08/05/26	11308926-00	MATERIALS	73.40			
Total for Vendor - 1937:					73.40	0.00	0.00	0.00
367 THE COMMERCIAL DISPATCH	07/15/26	08/05/26	0078211	ADVERTISING	118.73			
Total for Vendor - 367:					118.73	0.00	0.00	0.00
99029818 TRISTAN MORGAN GREENE	07/13/26	08/05/26	062426	SUPPLIES	45.00			
Total for Vendor - 99029818:					45.00	0.00	0.00	0.00
2098 ULINE	07/20/26	08/05/26	210807553	SAFETY SUPPLIES	482.07			
Total for Vendor - 2098:					482.07	0.00	0.00	0.00
2104 UPS	07/11/26	08/05/26	000012031F286	POSTAGE	223.64			
2104 UPS	07/18/26	08/05/26	000012031F296	POSTAGE	60.43			
2104 UPS	07/25/26	08/05/26	000012031F306	POSTAGE	309.03			
Total for Vendor - 2104:					593.10	0.00	0.00	0.00
2112 US BANK	06/26/26	07/28/26	3282356	2025A Water/Sewer Bond Interest	151,287.50			
Total for Vendor - 2112:					151,287.50	0.00	0.00	0.00
22111 USA BLUEBOOK	07/10/26	08/05/26	INV0199231	LAB SUPPLIES	3,930.00			
Total for Vendor - 22111:					3,930.00	0.00	0.00	0.00
22202 WAYPOINT ANALYTICAL	07/16/26	08/05/26	04-1100268	TESTING	394.00			
22202 WAYPOINT ANALYTICAL	07/23/26	08/05/26	04-1100458	TESTING	360.00			

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Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
Total for Vendor - 22202:					754.00	0.00	0.00	0.00
Grand Total:					\$ 202,583.82	\$ 0.00	\$ 0.00	\$ 28,283.00

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**ACCOUNTS PAYABLE
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Beginning Date: 08/05/2026**PARAMETERS ENTERED:**

Beginning Date: 08/05/2026
Aging Intervals (Days): 30/60/90
Vendor: All
GL Division: All
GL Account: All
GL Department: All
GL Activity: All
Format: Summary
Subtotal By Vendor: Yes
Sort By: Name
AP GL Account: 2 231.1
Group By AP GL Account

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Vendor Detail

Invoice	Type	Div	Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
----- AP GL -----												
Vendor: 9929842 ALLEN, TIFFINI								Balance:		201.21		
071326-071426	IN	2	231.1	07/28/2026		08/05/2026	2	201.21	0.00	201.21	0.00	DD
Total For Vendor 9929842:								201.21	0.00	201.21	0.00	
Invoice Count:								1				
Vendor: 116 AMAZON CAPITAL SERVICES								Balance:		3,514.99		
1GQT-WGMY-6P33	IN	2	231.1	07/13/2026		08/05/2026	2	215.70	0.00	215.70	0.00	DD
1H77-CHWG-G3PV	IN	2	231.1	07/13/2026		08/05/2026	2	5.96	0.00	5.96	0.00	DD
1XPJ-KT7J-9NHR	IN	2	231.1	07/15/2026		08/05/2026	2	197.99	0.00	197.99	0.00	DD
1PGW-WNDQ-YK6D	IN	2	231.1	07/17/2026		08/05/2026	2	151.98	0.00	151.98	0.00	DD
1TXX-KD3J-N6J6	IN	2	231.1	07/23/2026		08/05/2026	2	71.12	0.00	71.12	0.00	DD
1WC6-YLRJ-D3CW	IN	2	231.1	07/23/2026		08/05/2026	2	89.10	0.00	89.10	0.00	DD
1YXM-MLGR-QN7X	IN	2	231.1	07/23/2026		08/05/2026	2	478.13	0.00	478.13	0.00	DD
1J7F-6YCC-4QX7	IN	2	231.1	07/24/2026		08/05/2026	2	32.99	0.00	32.99	0.00	DD
Total For Vendor 116:								1,242.97	0.00	1,242.97	0.00	
Invoice Count:								8				
Vendor: 20076 APAC MISSISSIPPI, INC.								Balance:		665.99		
4000251319	IN	2	231.1	07/16/2026		08/05/2026	2	665.99	0.00	665.99	0.00	DD
Total For Vendor 20076:								665.99	0.00	665.99	0.00	
Invoice Count:								1				
Vendor: 124 ATMOS ENERGY								Balance:		48.23		
3020752702-071326	IN	2	231.1	07/13/2026		08/05/2026	2	48.23	0.00	48.23	0.00	DD
Total For Vendor 124:								48.23	0.00	48.23	0.00	
Invoice Count:								1				
Vendor: 196 AUTOZONE								Balance:		231.38		
00426684754	IN	2	231.1	07/14/2026		08/05/2026	2	174.43	0.00	174.43	0.00	DD
00426690575	IN	2	231.1	07/22/2026		08/05/2026	2	56.95	0.00	56.95	0.00	DD
Total For Vendor 196:								231.38	0.00	231.38	0.00	
Invoice Count:								2				

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Vendor Detail

Invoice	Type	Div	Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 202 BELL BUILDING SUPPLY								Balance:				
458413	IN	2	231.1	07/21/2026		08/05/2026	2	6.99				
								6.99	0.00	6.99	0.00	DD
Total For Vendor 202:								6.99	0.00	6.99	0.00	
Invoice Count:								1				
Vendor: 208 BERRY ELECTRIC, LLC								Balance:				
005162	IN	2	231.1	07/20/2026		08/05/2026	2	1,657.50	0.00	1,657.50	0.00	DD
								1,657.50	0.00	1,657.50	0.00	
Total For Vendor 208:								1,657.50	0.00	1,657.50	0.00	
Invoice Count:								1				
Vendor: 1920 CANNON FORD LINCOLN OF STARK								Balance:				
216856	IN	2	231.1	07/21/2026		08/05/2026	2	67.20	0.00	67.20	0.00	DD
								67.20	0.00	67.20	0.00	
Total For Vendor 1920:								67.20	0.00	67.20	0.00	
Invoice Count:								1				
Vendor: 20250 CHEMPRO SERVICES, INC								Balance:				
24188	IN	2	231.1	07/13/2026		08/05/2026	2	4,900.00	0.00	4,900.00	0.00	DD
								4,900.00	0.00	4,900.00	0.00	
Total For Vendor 20250:								4,900.00	0.00	4,900.00	0.00	
Invoice Count:								1				
Vendor: 20362 CONSOLIDATED PIPE & SUPPLY								Balance:				
MS03117842	IN	2	231.1	07/14/2026		08/05/2026	2	340.00	0.00	340.00	0.00	DD
MS03117843	IN	2	231.1	07/14/2026		08/05/2026	2	17,340.00	0.00	17,340.00	0.00	DD
MS03117874	IN	2	231.1	07/15/2026		08/05/2026	2	3,100.00	0.00	3,100.00	0.00	DD
MS03117875	IN	2	231.1	07/15/2026		08/05/2026	2	800.00	0.00	800.00	0.00	DD
MS03118015	IN	2	231.1	07/21/2026		08/05/2026	2	1,500.00	0.00	1,500.00	0.00	DD
MS03118016	IN	2	231.1	07/21/2026		08/05/2026	2	330.00	0.00	330.00	0.00	DD
MS3118017	IN	2	231.1	07/21/2026		08/05/2026	2	400.00	0.00	400.00	0.00	DD
Total For Vendor 20362:								23,810.00	0.00	23,810.00	0.00	
Invoice Count:								7				

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Vendor Detail

----- AP GL -----						Inv						Pmt
Invoice	Type	Div	Account	Inv Date	Disc Date	Due Date	Type	Gross	Discount	Current	Future Or Disputed	Type
Vendor: 20372 COVINGTON SALES & SERVICE						Balance:	374.17					
105589	IN	2	231.1	07/10/2026		08/05/2026	2	374.17	0.00	374.17	0.00	DD
Total For Vendor 20372:								374.17	0.00	374.17	0.00	
Invoice Count:								1				
Vendor: 486 DOSS ELECTRIC, INC.						Balance:	4,925.00					
04012026	IN	2	231.1	04/01/2026		04/08/2026	2	4,925.00	0.00	0.00	4,925.00	HOLD CHK
Total For Vendor 486:								4,925.00	0.00	0.00	4,925.00	
Invoice Count:								1				
Vendor: 496 EAST MISS LUMBER						Balance:	1,194.39					
232136	IN	2	231.1	07/15/2026		08/05/2026	2	392.97	0.00	392.97	0.00	CHK
232394	IN	2	231.1	07/17/2026		08/05/2026	2	170.23	0.00	170.23	0.00	CHK
232671	IN	2	231.1	07/21/2026		08/05/2026	2	80.64	0.00	80.64	0.00	CHK
Total For Vendor 496:								643.84	0.00	643.84	0.00	
Invoice Count:								3				
Vendor: 604 FASTENAL COMPANY						Balance:	927.36					
MSSTA115319	IN	2	231.1	07/22/2026		08/05/2026	2	463.68	0.00	463.68	0.00	DD
Total For Vendor 604:								463.68	0.00	463.68	0.00	
Invoice Count:								1				
Vendor: 600 FERGUSON ENTERPRISES LLC						Balance:	250.00					
0898614	IN	2	231.1	07/22/2026		08/05/2026	2	250.00	0.00	250.00	0.00	DD
Total For Vendor 600:								250.00	0.00	250.00	0.00	
Invoice Count:								1				
Vendor: 691 GATEWAY TIRE&SERVICE CENTER						Balance:	1,041.30					
1018-236655	IN	2	231.1	07/22/2026		08/05/2026	2	433.04	0.00	433.04	0.00	DD
Total For Vendor 691:								433.04	0.00	433.04	0.00	
Invoice Count:								1				

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Vendor Detail

Invoice	Type	----- AP GL -----		Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 706 GEORGE FORD								Balance:				
07/21/2026	IN	2	231.1	07/21/2026		08/05/2026	2	2,700.00	0.00	2,700.00	0.00	CHK
Total For Vendor 706:								2,700.00	0.00	2,700.00	0.00	
Invoice Count:								1				
Vendor: 726 GRAYBAR FINANCIAL SERVICES								Balance:				
20569451	IN	2	231.1	07/07/2026		08/05/2026	2	15.98	0.00	15.98	0.00	CHK
Total For Vendor 726:								15.98	0.00	15.98	0.00	
Invoice Count:								1				
Vendor: 20702 HACH								Balance:				
15075487	IN	2	231.1	07/08/2026		08/05/2026	2	763.12	0.00	763.12	0.00	DD
1501486	IN	2	231.1	07/14/2026		08/05/2026	2	476.95	0.00	476.95	0.00	DD
Total For Vendor 20702:								1,240.07	0.00	1,240.07	0.00	
Invoice Count:								2				
Vendor: 807 HILL MFG. CO, INC.								Balance:				
225893	IN	2	231.1	07/17/2026		08/05/2026	2	167.54	0.00	167.54	0.00	DD
Total For Vendor 807:								167.54	0.00	167.54	0.00	
Invoice Count:								1				
Vendor: 20765 HYDRA SERVICE, INC.								Balance:				
197823	IN	2	231.1	04/20/2026		05/06/2026	2	5,358.00	0.00	0.00	5,358.00	HOLD DD
200686	IN	2	231.1	07/22/2026		08/05/2026	2	1,166.00	0.00	1,166.00	0.00	DD
Total For Vendor 20765:								6,524.00	0.00	1,166.00	5,358.00	
Invoice Count:								2				
Vendor: 400 IVY AUTO PARTS								Balance:				
784365	IN	2	231.1	07/09/2026		08/05/2026	2	52.57	0.00	52.57	0.00	DD
784879	IN	2	231.1	07/16/2026		08/05/2026	2	10.40	0.00	10.40	0.00	DD
Total For Vendor 400:								62.97	0.00	62.97	0.00	
Invoice Count:								2				

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Vendor Detail

Invoice	Type	----- AP GL -----		Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 15 JACOB WHATLEY												
07012026	IN	2	231.1	07/01/2026		08/05/2026	3	45.00				
								45.00	0.00	45.00	0.00	DD
						Total For Vendor 15:		45.00	0.00	45.00	0.00	
						Invoice Count:		1				
Vendor: 1010 JT RAY COMPANY												
83956	IN	2	231.1	07/15/2026		08/05/2026	2	774.53				
								44.11	0.00	44.11	0.00	DD
						Total For Vendor 1010:		44.11	0.00	44.11	0.00	
						Invoice Count:		1				
Vendor: 1547 KADAISA JONES												
07072026	IN	2	231.1	07/07/2026		08/05/2026	2	60.00				
								60.00	0.00	60.00	0.00	DD
						Total For Vendor 1547:		60.00	0.00	60.00	0.00	
						Invoice Count:		1				
Vendor: 1205 LOWE'S												
985520-RAAEBG	IN	2	231.1	07/09/2026		08/05/2026	2	325.51				
985790-RAAEBQ	IN	2	231.1	07/09/2026		08/05/2026	2	122.55	0.00	122.55	0.00	CHK
996657-RAKVWK	IN	2	231.1	07/13/2026		08/05/2026	2	6.38	0.00	6.38	0.00	CHK
998939-RAPJXG	IN	2	231.1	07/14/2026		08/05/2026	2	5.66	0.00	5.66	0.00	CHK
999754-RAPJYF	IN	2	231.1	07/14/2026		08/05/2026	2	130.57	0.00	130.57	0.00	CHK
991825-RBRRPK	IN	2	231.1	07/22/2026		08/05/2026	2	7.19	0.00	7.19	0.00	CHK
								53.16	0.00	53.16	0.00	CHK
						Total For Vendor 1205:		325.51	0.00	325.51	0.00	
						Invoice Count:		6				
Vendor: 1361 M & M PROSAFETY SUPPLY												
03702	IN	2	231.1	07/10/2026		08/05/2026	2	690.21				
								160.18	0.00	160.18	0.00	DD
						Total For Vendor 1361:		160.18	0.00	160.18	0.00	
						Invoice Count:		1				
Vendor: 1287 MAXXSOUTH BROADBAND												
25620396	IN	2	231.1	07/10/2026		08/05/2026	2	253.63				
								184.63	0.00	184.63	0.00	CHK
						Total For Vendor 1287:		184.63	0.00	184.63	0.00	
						Invoice Count:		1				

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Vendor Detail

----- AP GL -----												
Invoice	Type	Div	Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 99009988 MITCHELL, MCNUTT & SAMS PA								Balance:		1,691.00		
533797	IN	2	231.1	07/13/2026		08/05/2026	2	1,691.00	0.00	1,691.00	0.00	CHK
Total For Vendor 99009988:								1,691.00	0.00	1,691.00	0.00	
Invoice Count:								1				
Vendor: 1322 MMC MATERIALS, INC.								Balance:		529.50		
1028682	IN	2	231.1	07/21/2026		08/05/2026	2	529.50	0.00	529.50	0.00	DD
Total For Vendor 1322:								529.50	0.00	529.50	0.00	
Invoice Count:								1				
Vendor: 21320 MSRWA - MS RURAL WATER ASSOCIATION								Balance:		1,275.00		
072826	IN	2	231.1	07/28/2026		08/05/2026		1,275.00	0.00	1,275.00	0.00	CHK
Total For Vendor 21320:								1,275.00	0.00	1,275.00	0.00	
Invoice Count:								1				
Vendor: 21388 NATIONAL INDUSTRIAL & SAFETY								Balance:		263.76		
53568	IN	2	231.1	07/24/2026		08/05/2026	2	263.76	0.00	263.76	0.00	DD
Total For Vendor 21388:								263.76	0.00	263.76	0.00	
Invoice Count:								1				
Vendor: 1525 OKTIBBEHA CO. CO-OP								Balance:		1,146.92		
1236435	IN	2	231.1	07/02/2026		08/05/2026	2	78.00	0.00	78.00	0.00	DD
1237247	IN	2	231.1	07/06/2026		08/05/2026	2	139.90	0.00	139.90	0.00	DD
1237719	IN	2	231.1	07/08/2026		08/05/2026	2	149.55	0.00	149.55	0.00	DD
1237959	IN	2	231.1	07/09/2026		08/05/2026	2	35.80	0.00	35.80	0.00	DD
1238988	IN	2	231.1	07/13/2026		08/05/2026	2	13.18	0.00	13.18	0.00	DD
1239523	IN	2	231.1	07/15/2026		08/05/2026	2	77.49	0.00	77.49	0.00	DD
1239964	IN	2	231.1	07/15/2026		08/05/2026	2	39.00	0.00	39.00	0.00	DD
1239687	IN	2	231.1	07/16/2026		08/05/2026	2	39.00	0.00	39.00	0.00	DD
1240914	IN	2	231.1	07/21/2026		08/05/2026	2	39.00	0.00	39.00	0.00	DD
1241842	IN	2	231.1	07/24/2026		08/05/2026	2	39.00	0.00	39.00	0.00	DD
Total For Vendor 1525:								649.92	0.00	649.92	0.00	
Invoice Count:								10				

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Vendor Detail

----- AP GL -----						Inv						Pmt
Invoice	Type	Div	Account	Inv Date	Disc Date	Due Date	Type	Gross	Discount	Current	Future Or Disputed	Type
Vendor: 21820 RELIABILITY POINT, LLC						Balance:	2,460.93					
18753	IN	2	231.1	07/30/2026		08/05/2026	2	2,460.93	0.00	2,460.93	0.00	DD
Total For Vendor 21820:								2,460.93	0.00	2,460.93	0.00	
Invoice Count:								1				
Vendor: 21892 S&N AIROFLO INC						Balance:	15,261.72					
19297	IN	2	231.1	02/03/2025		02/19/2025		6,000.00	0.00	0.00	6,000.00	HOLD DD
19376	MC	2	231.1	04/29/2025			2	-2,738.28	0.00	0.00	-2,738.28	
19377	IN	2	231.1	04/29/2025		05/21/2025	2	12,000.00	0.00	0.00	12,000.00	HOLD DD
Total For Vendor 21892:								15,261.72	0.00	0.00	15,261.72	
Invoice Count:								3				
Vendor: 1937 SOUTHERN PIPE & SUPPLY						Balance:	73.40					
11308926-00	IN	2	231.1	07/09/2026		08/05/2026	2	73.40	0.00	73.40	0.00	DD
Total For Vendor 1937:								73.40	0.00	73.40	0.00	
Invoice Count:								1				
Vendor: 367 THE COMMERCIAL DISPATCH						Balance:	118.73					
0078211	IN	2	231.1	07/15/2026		08/05/2026	2	118.73	0.00	118.73	0.00	CHK
Total For Vendor 367:								118.73	0.00	118.73	0.00	
Invoice Count:								1				
Vendor: 99029818 TRISTAN MORGAN GREENE						Balance:	45.00					
062426	IN	2	231.1	07/13/2026		08/05/2026	2	45.00	0.00	45.00	0.00	DD*
TRISTAN MORGAN GREENE												
Total For Vendor 99029818:								45.00	0.00	45.00	0.00	
Invoice Count:								1				
Vendor: 2098 ULINE						Balance:	482.07					
210807553	IN	2	231.1	07/20/2026		08/05/2026	2	482.07	0.00	482.07	0.00	DD
Total For Vendor 2098:								482.07	0.00	482.07	0.00	
Invoice Count:								1				

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Vendor Detail

Invoice	Type	Div	Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 2104 UPS						Balance:	593.10					
000012031F286	IN	2	231.1	07/11/2026		08/05/2026	2	223.64	0.00	223.64	0.00	CHK
000012031F296	IN	2	231.1	07/18/2026		08/05/2026	2	60.43	0.00	60.43	0.00	CHK
000012031F306	IN	2	231.1	07/25/2026		08/05/2026	2	309.03	0.00	309.03	0.00	CHK
Total For Vendor 2104:								593.10	0.00	593.10	0.00	
Invoice Count:								3				
Vendor: 2112 US BANK						Balance:	151,287.50					
3282356	IN	2	231.1	06/26/2026		07/28/2026	2	151,287.50	0.00	151,287.50	0.00	DD
Total For Vendor 2112:								151,287.50	0.00	151,287.50	0.00	
Invoice Count:								1				
Vendor: 22111 USA BLUEBOOK						Balance:	3,930.00					
INV0199231	IN	2	231.1	07/10/2026		08/05/2026	2	3,930.00	0.00	3,930.00	0.00	DD
Total For Vendor 22111:								3,930.00	0.00	3,930.00	0.00	
Invoice Count:								1				
Vendor: 22202 WAYPOINT ANALYTICAL						Balance:	754.00					
04-1100268	IN	2	231.1	07/16/2026		08/05/2026	2	394.00	0.00	394.00	0.00	DD
04-1100458	IN	2	231.1	07/23/2026		08/05/2026	2	360.00	0.00	360.00	0.00	DD
Total For Vendor 22202:								754.00	0.00	754.00	0.00	
Invoice Count:								2				

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Vendor Detail

Gross: 230,866.82
Discount: 0.00
Current: 205,322.10
Future: 25,544.72
Disputed: 28,283.00
Discount Taken: 0.00
Discount Lost: 0.00

Pay Thru Date: 08/05/2026

Update: No

Check Date: 08/05/2026

Selection: Selected AP GL Accounts

Direct Deposit/E-Payment Date: 08/05/2026

Vendor Group: All

Discount Cutoff Date: 08/05/2026

Invoice Type: All

Print Duplicates: Yes

Process \$0.00 Stubs: Yes

Total Cash Disbursements

Bank	GL Division	GL Account	Amount
7 - RENASANT BANK-WATER	2 - Starkville Water Dept.	131.8 - CASH IN BANK - WATER	205,322.10

Total Check Amount:	7,547.79	Total Checks:	9	Total Invoices:	80
Total Direct Deposit Amount:	197,774.31	Total Direct Deposits:	32	Total Misc Credits:	1
Total E-Payment Amount:	0.00	Total E-Payments:	0	Total Vendors:	43
Total Cash Disbursements:	205,322.10				

* Denotes Separate Payment will be created.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Utilities
AGENDA DATE: August 4, 2026

SUBJECT:

CONSIDERATION OF APPROVING AN ADVERTISEMENT FOR OUTAGE MANAGEMENT SYSTEM (OMS) PROPOSALS FOR STARKVILLE UTILITIES.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Utilities

DIRECTOR'S AUTHORIZATION:

Edward Kemp, Utilities Director

SUMMARY:

An outage management system (OMS) is something that has been on Starkville Utilities improvement roadmap for some time. It is a communication platform that will inform customers when there is an outage — either real time or planned. For electric outages, it will utilize the AMI metering information and GIS maps to develop algorithm based areas of impacts and provide awareness to customers through online outage maps, direct communication with customers using contact information or can be used to notify customers of planned outages as well. It will be similarly used for water outages — either anticipated or unplanned.

We are now ready to pursue this improvement as we have been updating and refining our GIS system maps for the past couple of years.

This proposal will be a vendor who can integrate with our current AMI, GIS, and CIS systems to provide this information in real-time to customers. It will be another step in advancing our efforts to communicate with customers and meet their expectations of reliable service.

FOR MORE INFORMATION CONTACT:

Edward Kemp (662)323-3133 ext. 1101

SUGGESTED MOTION:

Move approval of an advertisement for Outage Management System (OMS) proposals for Starkville Utilities.

**Starkville Utilities
Starkville, Mississippi**

**Request for Proposals
For
Outage Management System (OMS)**



June 22, 2026

Prepared for:

Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760



Prepared by:

Atwell & Gent, P.A.
Consulting Engineers
309 University Drive
Starkville, MS 39759

A&G Job No.: 101E3158

ADVERTISEMENT FOR PROPOSALS CITY OF STARKVILLE

Notice is hereby given that the City of Starkville will receive sealed proposals for an **Outage Management System (OMS)** for Starkville Utilities in Starkville, Mississippi.

Proposals will be received at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be submitted online at www.cityofstarkvilleplans.org, by 9:00 A.M. local time on September 8, 2026, at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen.

CONTRACT DOCUMENTS: Contract documents may be obtained online at www.cityofstarkvilleplans.org. Questions are to be directed to Jeffrey Atwell via jatwell@atwellandgent.com.

SUBMITTAL OF SEALED PROPOSAL: Each proposal must be submitted in duplicate in accordance with the instructions to bidders which are bound in the Request for Proposals. The Owner reserves the right to waive irregularities and to reject any or all proposals.

SUBMITTAL OF ELECTRONIC PROPOSALS: Each electronically submitted proposal must be submitted in “pdf” format and shall contain the same information and forms as required for the paper proposals. In the event that an electronically submitted proposal has a corrupted attachment, the bid will be considered null and void.

No proposal shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of proposals without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all proposals received, to waive any informalities or irregularities in the proposals received, or to accept any proposal which is deemed most favorable to the City.

The proposal opening will be held in the City Clerk Conference Room on the 1st floor of City Hall. Interested persons are invited to attend.

CITY OF STARKVILLE, MISSISSIPPI

By: Joanna McLaurin, City Clerk

Dates of Advertisement:

August 7, 2026

August 14, 2026

Starkville Daily News