

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
May 19, 2026**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on May 19, 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, William Pochop, Roy A'. Perkins and Henry Vaughn, Sr., Mike Brooks appeared telephonically as well as City Attorney Berk Huskison and Deputy City Clerk Lisa Carter.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill called for any changes to the agenda as presented. Mayor Spruill asked to add property acquisition to executive session. Alderman Moreland asked to remove Community Development item B1 from the consent agenda. There being no additional changes requested, the Mayor called for a motion to approve the agenda with consent items.

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

Alderman Pochop offered a motion, duly seconded by Alderman Sistrunk, to approve the May 19, 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, MAY 19, 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 MAY 1, 2026 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.
- B. CONSIDERATION OF THE MINUTES OF THE MAY 5, 2026 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

II. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS

- 1. EMPLOYEE INTRODUCTIONS
- 2. SANITATION MEMORIAL DAY GARBAGE PICKUP SCHEDULE

B. BOARD OF ALDERMEN COMMENTS

III. CITIZEN COMMENTS

IV. PUBLIC APPEARANCES

V. PUBLIC HEARINGS

- A. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 201 RUTH RD, STARKVILLE, MS 39759 WITH THE PARCEL NUMBER OF 159J-00-028.01, 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.
- B. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 245 RUTH RD, STARKVILLE, MS 39759 WITH THE PARCEL NUMBER OF 159J-00-028.01, 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.
- C. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 305 RUTH RD, STARKVILLE, MS 39759 WITH THE PARCEL NUMBER OF 159J-00-028.01, 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.
- D. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-

11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 325 RUTH RD, STARKVILLE, MS 39759 WITH THE PARCEL NUMBER OF 159J-00-028.01, 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.

VI. MAYOR'S BUSINESS

- A. CONSIDERATION OF RESOLUTION AUTHORIZING THE LIEN FOR 117 CLEMENTS AVE AS PROVIDED IN THE ATTACHMENTS.
- B. CONSIDERATION OF RESOLUTION AUTHORIZING THE LIEN FOR 307 WEST MAIN STREET AS PROVIDED IN THE ATTACHMENTS.
- C. CONSIDERATION OF RESOLUTION AUTHORIZING THE LIEN FOR PARCEL #118K-00-037.00 ON REED ROAD AS PROVIDED IN THE ATTACHMENTS.
- D. RESOLUTION OF MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ABANDONING AND VACATING A PUBLIC LANE LOCATED BETWEEN W. GILLESPIE STREET AND MCKINLEY STREET IN STARKVILLE, OKTIBEHHA COUNTY, MISSISSIPPI

VII. BOARD BUSINESS

- A. CONSIDERATION OF APPOINTING CHRIS WILLIAMS TO THE GOLDEN TRIANGLE REGIONAL LANDFILL AUTHORITY AS THE REPLACEMENT FOR CODY BURNETT.
- B. CONSIDERATION OF RESCINDING THE BOARD ORDER OF MAY 5, 2026, AUTHORIZING THE OPT-OUT PROGRAM FOR THE POWER OF CHANGE FOR STARKVILLE UTILITIES.
- C. CONSIDERATION OF A RESOLUTION APPOINTING ALDERMAN HENRY VAUGHN AS THE 2026 VOTING DELEGATE AND WILLIAM POCHOP AS THE ALTERNATE VOTING DELEGATE FOR THE CITY OF STARKVILLE TO THE 2026 MISSISSIPPI MUNICIPAL LEAGUE SUMMER CONFERENCE IN BILOXI, MS.
- D. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2026 (HPM DEVELOPMENT PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE HPM DEVELOPMENT PROJECT.

VIII. DEPARTMENT BUSINESS

A. AIRPORT

1. THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF PP 25-01 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR "STERLING RIDGE" AT SOUTHWEST CORNER OF THE INTERSECTION OF MOCKINGBIRD ROAD AND MS HWY 182 IN A TN-N ZONING DISTRICT.
2. DISCUSSION AND CONSIDERATION OF FP 26-05 A REQUEST FOR FINAL PLAT APPROVAL FOR "BARTER ROW" AT 300 UNIVERSITY DRIVE IN A T-5D ZONING DISTRICT.

C. COURTS

1. THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING AMENDMENT NO. 2 TO THE 2026 STREET IMPROVEMENT LIST.
2. CONSIDERATION OF APPROVING THE ACCESS AND MAINTENANCE EASEMENT AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY FOR THE ACQUISITION OF A PERMANENT AND PERPETUAL EASEMENT TO CONSTRUCTION AND MAINTAIN A MULTI-USE PATH FOR THE MS-12 & GARRARD ROAD ROUNDABOUT PROJECT.
3. CONSIDERATION OF APPROVING THE MEMORANDUM OF AGREEMENT WITH STARKVILLE MAIN STREET ASSOCIATION FOR THE MISSISSIPPI MAIN STREET REVITALIZATION GRANT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MAY 13, 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 APRIL 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 APRIL 2026 BY THE BOARD IN ACCORDANCE WITH MISSISSIPPI CODE 27-17-501.
4. CONSIDERATION OF RENEWING PROPERTY, VEHICLE AND EQUIPMENT INSURANCE SERVICES WITH TRAVELERS INSURANCE COMPANY FOR ONE YEAR ENDING MAY 31, 2027.

F. FIRE DEPARTMENT

1. THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE GARRETT LEE AS NON-CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
2. REQUEST AUTHORIZATION TO PLACE JOHN WES CANTRELL, JALIL CLEMONS, MERIDETH GREGG, AND HAYES MCMULLEN ON A LIST OF POTENTIAL NON-CERTIFIED AND/OR CERTIFIED FIREFIGHTER HIRES FOR 90 DAYS.
3. REQUEST AUTHORIZATION TO HIRE LUCAS EVERITT AS A METER TECHNICIAN IN THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE BARRETT BOX AS A WATER TREATMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE ANDREW "DREW" WIGGINGTON AS POLICE OFFICER – I IN THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

1. *THERE ARE NO ITEMS FOR THIS AGENDA*

2. 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:

49 CHOCTAW RD

111 LEFLORE

112 LEFLORE

113 LEFLORE

K. SANITATION DEPARTMENT

1. THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM HYDRA SERVICE, INC. IN THE AMOUNT OF \$74,789.00 FOR AN 8" GODWIN PUMP AT INFLUENT PUMP STATION AT THE WASTEWATER TREATMENT PLANT.
2. REQUEST AUTHORIZATION TO APPROVE CHANGE ORDER #1 WITH CHEMPRO FOR ADDITIONAL HERBICIDE SPRAYING FOR ADDITIONAL AREAS INCLUDING: WASTEWATER TREATMENT PLANT, TRIM CANE LAGOON, ELECTRIC SUBSTATIONS, OPS CENTER, ELECTRIC DIVISION PAD MOUNT TRANSFORMERS, AND ELECTRIC DIVISION ROW TREATMENT IN THE AMOUNT OF \$30,135.00.
3. CONSIDERATION OF ACCEPTING THE LOW BID FOR THE CURRY STREET GENERATOR (MATERIAL ONLY) FROM TAYLOR POWER SYSTEMS IN THE AMOUNT OF \$99,054.17.
4. REQUEST AUTHORIZATION TO EXECUTE THE CONTRACT EXTENSION WITH S & S LINE SERVICE TO EXTEND THE AGREEMENT FOR ONE YEAR AT THE SAME CONTRACT AMOUNT.
5. CONSIDERATION OF APPROVAL OF CHANGE ORDER #2 FOR A PRICE INCREASE OF \$5,370.00 FOR THE INFLUENT LIFT STATION REHABILITATION PROJECT.
6. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$28,850.00 FOR INSTALLATION OF A NEW 10" CHECK VALVE AT ACADEMY WELL.

7. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$42,525.00 FOR REPLACEMENT OF TWO 6" CONTROL VALVES AT ACADEMY WELL.

IX. CLOSED DETERMINATION SESSION

X. OPEN SESSION

XI. EXECUTIVE SESSION

A. PERSONNEL

XII. OPEN SESSION

XIII. ADJOURN UNTIL JUNE 2, 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.

Consent Items 2-29:

2. CONSIDERATION OF THE MINUTES OF THE MAY 1, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the May 1, 2026, work session of the Mayor and Board of Aldermen of the City of Starkville" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE MAY 5, 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 Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the May 5, 2026, Regular Meeting of the Mayor and Board of Aldermen of the City of Starkville" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF RESOLUTION AUTHORIZING THE LIEN FOR 117 CLEMENTS AVE AS PROVIDED IN THE ATTACHMENTS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the resolution authorizing the lien for 117 Clements Ave as provided in the attachments" is enumerated, this consent item is thereby approved.

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

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville gave notice of a public hearing before the governing authorities of the City of Starkville to **Paula K Elliott** (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: Paula K Elliott

Address of Owner: 117 Clements Ave Starkville MS 39759

Parcel Number: 103A-00-011.00

Address of Violation: 117 Clements Ave

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on **July 2, 2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.

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

4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on **May 19, 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.

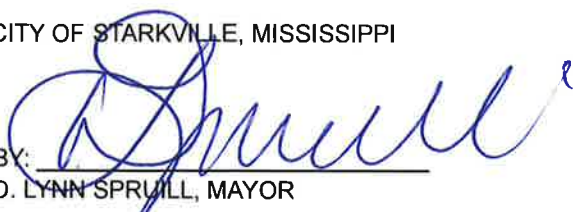
5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed 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 19 day of May, 2026.

CITY OF STARKVILLE, MISSISSIPPI

BY: 

D. LYNN SPRUILL, MAYOR

ATTEST: 

JOANNA MCCLAURIN, CITY CLERK

Lien Case: LIEN-26-3

**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.

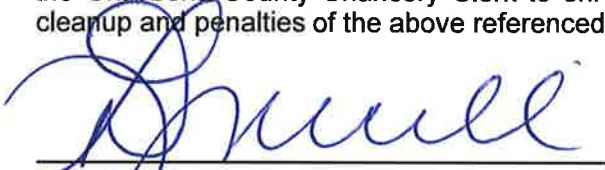
The said property located in the City of Starkville, Mississippi, owned by Paula K Elliott, being more particularly described as:

117 Clements Ave (PID #103A-00-011.00)

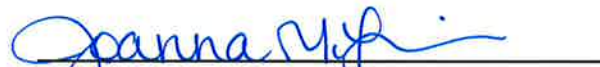
(See attached Exhibit "A")

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".

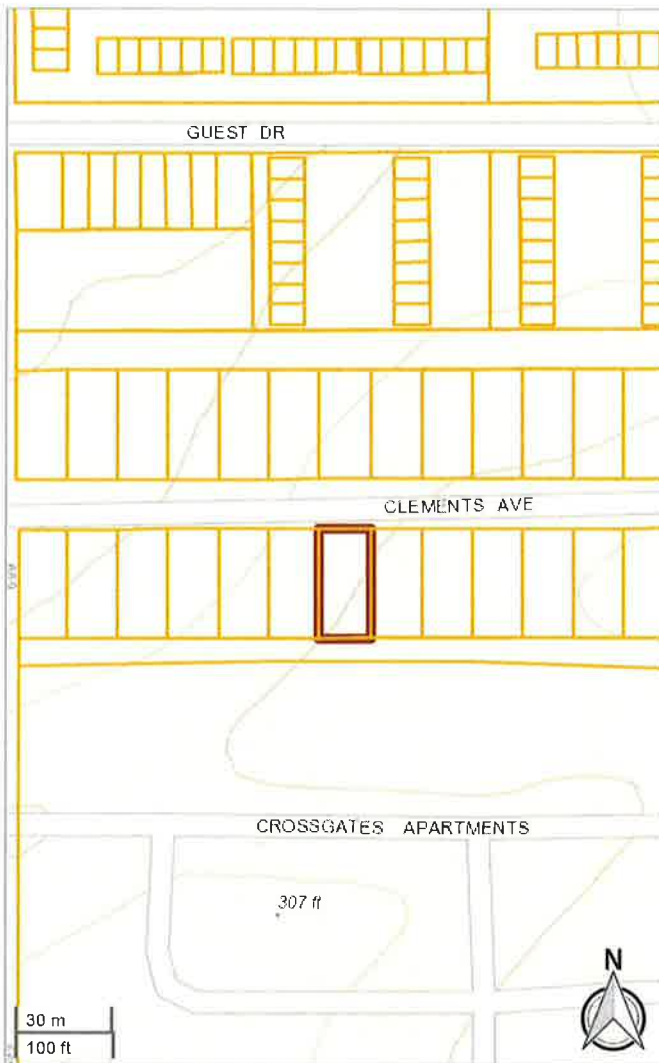
Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount 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: 5/12/2026

PPIN:	19525
PARCEL ID:	103A-00-011.00
OWNERNAME:	ELLIOTT PAULA K D
ADDRESS1:	117 CLEMENTS AVE
ADDRESS2:	
CITY:	STARKVILLE
STATE:	MS
ZIP:	39759
SECTION:	05
TOWNSHIP:	18N
RANGE:	14E
LEGAL1:	LOT 9 UPPER CROSSING S/D
LEGAL2:	PHASE I
LEGAL3:	
TAX_DIST:	1110
REGION:	BB
CULT_VAL1:	0
CULT_VAL2:	0
UNCULT_VAL1:	0
UNCULT_VAL2:	0
TOTAL_AC:	0
CULT_VAL1:	55000
CULT_VAL2:	0
UNCULT_VAL1:	0
UNCULT_VAL2:	0
LAND_VAL:	55000
IMP_VAL1:	78790
IMP_VAL2:	0
TOTALVALUE:	133790
EXEMPT_VAL:	0
HOMESTEAD:	
DEED BOOK:	2011
DEED PAGE:	3505
DEED DATE:	7/4/2011
SITUS ADDR:	117 CLEMENTS AVE

117 Clements Avenue
Parcel # 103A-00-011.00

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

5. CONSIDERATION OF RESOLUTION AUTHORIZING THE LIEN FOR 307 WEST MAIN STREET AS PROVIDED IN THE ATTACHMENTS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the resolution authorizing the lien for 307 West Main Street as provided in the attachments” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF RESOLUTION AUTHORIZING THE LIEN FOR PARCEL #118K-00-037.00 ON REED RD AS PROVIDED IN THE ATTACHMENTS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the of resolution authorizing the lien for parcel #118K-00-037.00 on Reed Rd as provided in the attachments” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPOINTING CHRIS WILLIAMS TO THE GOLDEN TRIANGLE REGIONAL LANDFILL AUTHORITY AS THE REPLACEMENT FOR CODY BURNETT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of appointing Chris Williams to the Golden Triangle Regional Landfill Authority as the replacement for Cody Burnett” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF RESCINDING THE BOARD ORDER OF MAY 5, 2026, AUTHORIZING THE OPT-OUT PROGRAM FOR THE POWER OF CHANGE FOR STARKVILLE UTILITIES.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of rescinding the Board order of May 5, 2026, authorizing the opt-out program for the Power of Change for Starkville Utilities” is enumerated, this consent item is thereby approved.

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

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville gave notice of a public hearing before the governing authorities of the City of Starkville to **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 Glenwood Dr Columbus MS 39750

Parcel Number: 118O-00-338.00

Address of Violation: 307 West 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 **May 19, 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.

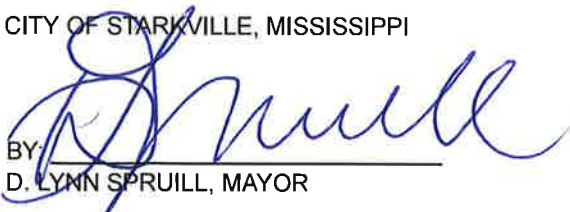
5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed 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 19th day of May, 2026.

CITY OF STARKVILLE, MISSISSIPPI

BY: 

D. LYNN SPRUILL, MAYOR

ATTEST: 

JOANNA MC LAURIN, CITY CLERK

Lien Case: LIEN-26-4

**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.

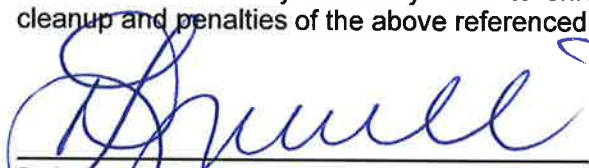
The said property located in the City of Starkville, Mississippi, owned by Ahaven Property LLC , being more particularly described as:

307 West 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".

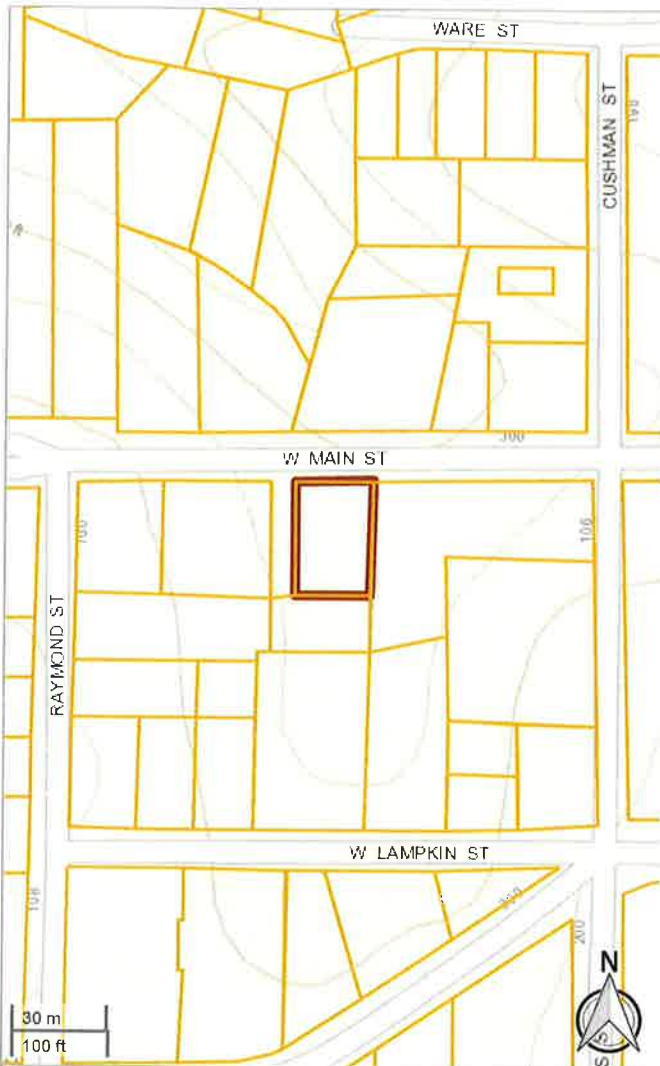
Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount 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: 5/12/2026

PPIN:	493
PARGEL_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:	
TAX_DIST:	5110
RESID:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	10000
IMPR_VAL1:	0
IMPR_VAL2:	0
LAND_VAL:	10000
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	10000
EXEMPT_CODE:	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	
Calvin Edmonds		Weed eater	
Marcus Smith			
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 **Jeffrey Forrest Barnes ETAL** (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: Jeffrey Forrest Barnes ETAL
Address of Owner: 1643 Harbert Street Memphis TN 38104
Parcel Number: 118K-00-037.00
Address of Violation: Reed Road

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on **April 7, 2026** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.

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

4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on **May 19, 2026**, adjudicated the actual cost of cleanup to be **\$4,290.64**. This amount is assessed as a lien on the real property described above.

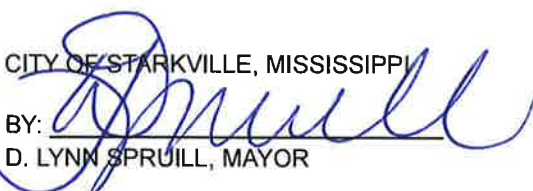
5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed 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 19th day of May, 2026.

CITY OF STARKVILLE, MISSISSIPPI

BY: 
D. LYNN SPRUILL, MAYOR

ATTEST: 
JOANNA MCLAURIN, CITY CLERK

Lien Case: LIEN-26-6

**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.

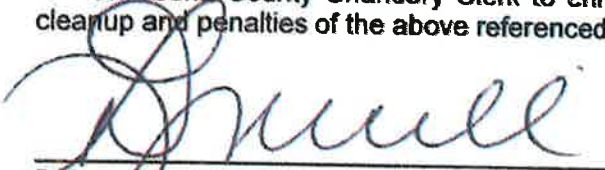
The said property located in the City of Starkville, Mississippi, owned by Jeffrey Forrest Barnes ETAL, being more particularly described as:

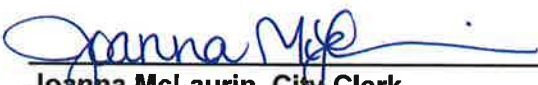
Reed Road (PID #118K-00-037.00)

(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 \$4,290.64.



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: 5/12/2026

PPIN:	5871
PIN000000:	118K-00-087.00
OWNERNAME:	BARNES JEFFREY FORREST ETAL
ADDRESS1:	1643 HARBERT ST
ADDRESS2:	
CITY:	MEMPHIS
STATE:	TN
ZIP:	38104
SECTION:	33
TOWNSHIP:	19N
RANGE:	14E
LEGAL1:	LOT 3 CITY BLK 76
LEGAL2:	
LEGAL3:	
TAX_DIST:	3110
REGION:	88
CULT_AQ1:	0
ACRT_AQ1:	14.29
UNCULT_AQ1:	0
UNCULT_AQ2:	5.71
TOTAL_AQ:	20
CULT_VAL1:	0
CULT_VAL2:	2360
UNCULT_VAL1:	0
UNCULT_VAL2:	870
LAND_VAL:	3230
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	3230
EXEMPT_VAL:	0
HOMESTEAD:	
DEED_BOOK:	2024
DEED_PAGE:	4211
DEED_DATE:	6/5/2024
SITUS_ADDR:	0

Parcel 118K-00-037.00
Reed Rd Lot Clean Up

Employees	Hourly Rate	Hours Worked	Total	Equipment	Hourly Rate	Hours Used	Total
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Theodis Weaver	\$ 22.40	7	\$ 156.80	Truck 61	\$ 20.80	1	\$ 20.80
Bobby Bardwell	\$ 19.03	7	\$ 133.21	Truck 715	\$ 20.80	7	\$ 145.60
Marcus Hendrix	\$ 17.93	7	\$ 125.51	Truck 702	\$ 20.80	7	\$ 145.60
Charles Jenkins	\$ 17.93	7	\$ 125.51	Truck 195	\$ 20.80	7	\$ 145.60
Chris Black	\$ 37.82	4.5	\$ 170.19	Truck 703	\$ 20.80	7	\$ 145.60
Javian Mobley	\$ 17.93	7	\$ 125.51	Truck 713	\$ 20.80	1	\$ 20.80
Kevin Young	\$ 17.93	7	\$ 125.51	Cat 312	\$ 25.00	7	\$ 175.00
				Cat 305	\$ 25.00	7	\$ 175.00
Total Labor:	\$ 962.24						
Equipment Total:	\$ 828.40						
Dump Fees:	\$ 2,500.00						
Main Total:	\$ 4,290.64						

9. CONSIDERATION OF A RESOLUTION APPOINTING ALDERMAN HENRY VAUGHN AS THE 2026 VOTING DELEGATE AND WILLIAM POCHOP AS THE ALTERNATIVE VOTING DELEGATE FOR THE CITY OF STARKVILLE TO THE 2026 MISSISSIPPI MUNICIPAL LEAGUE SUMMER CONFERENCE IN BILOXI, MS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of a resolution appointing Alderman Henry Vaughn as the 2026 voting delegate and William Pochop as the alternative voting delegate for the city of Starkville to the 2026 Mississippi Municipal League summer conference in Biloxi, MS” is enumerated, this consent item is thereby approved.

10. DISCUSSION AND CONSIDERATION OF FP 26-05 A REQUEST FOR FINAL PLAT APPROVAL FOR “BARTER ROW” AT 300 UNIVERSITY DRIVE IN A T-5D ZONING DISTRICT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of FP 26-05 a request for final plat approval for “Barter Row” at 300 University Drive in a T-5d zoning district” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF APPROVING AMENDMENT NO. 2 TO THE 2026 STREET IMPROVEMENT LIST.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the amendment no. 2 to the 2026 street improvement list” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF APPROVING THE ACCESS AND MAINTENANCE EASEMENT AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY FOR THE ACQUISITION OF A PERMANENT AND PERPETUAL EASEMENT TO CONSTRUCTION AND MAINTAIN A MULTI-USE PATH FOR THE MS-12 & GARRARD ROAD ROUNDABOUT PROJECT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the access and maintenance easement agreement with Mississippi State University for the acquisition of a permanent and perpetual easement to construction and maintain a multi-use path for the MS-12 & Garrard Road Roundabout Project” is enumerated, this consent item is thereby approved.

RESOLUTION

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2026 VOTING DELEGATES FOR THE CITY OF STARKVILLE, MS

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Northern District; and

WHEREAS, the amended bylaws require the Board of Aldermen to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE:

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2026 Mississippi Municipal League election to be held at the annual convention on June 30th, with a run-off (if necessary) on July 1st, 2026 are as follows:

Voting Delegate: Alderman Henry Vaughn, Sr.

First Alternate: Alderman William Pochop

That public interest and necessity requiring same, this Resolution shall become effective upon passage. The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman Pochop, seconded by Alderman Sistrunk, and was adopted by the following vote, to-wit:

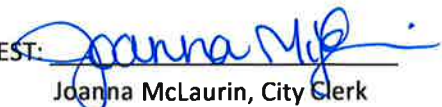
Alderman Kim Moreland: Yea
Alderman Sandra Sistrunk: Yea
Alderman Kyle Skinner: Yea
Alderman Mike Brooks: Yea
Alderman William Pochop: Yea
Alderman Roy A'. Perkins: Yea
Alderman Henry Vaughn, Sr.: Yea

The Mayor thereby declared the motion carried and the Resolution adopted, this the 19th day of May 2026.

APPROVED: _____


D. Lynn Spruill, Mayor
City of Starkville, MS

ATTEST: _____


Joanna McLaurin, City Clerk



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

STAFF REPORT

To: Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Discussion and consideration of FP 26-05 a request for Final Plat approval for "Barter Row" at 300 University Drive in a T-5D zoning district
Date: May 19, 2026

The purpose of this report is to provide information regarding a Final Plat request by Brett Brasher of Neel-Schaffer on behalf of 300 University Drive LLC for the "Barter Row" subdivision. Please see attachments 1- 4.

BACKGROUND INFORMATION

The final plat request is part of a planned redevelopment of the entire property. The first phase is to reconfigure the existing lots into two lots. Lot 1 on the proposed plat will include the existing bank building. Lot 2 will be made of the remaining land. The next phase of the development will be to renovate the existing bank building with commercial on the first floor and residential units on the upper floors. Once that phase is completed, Lot 2 will be redeveloped into several mixed-use building with parking. No plans for Lot 2 have been submitted for review at this time.

The Development Review Committee reviewed this plat on May 7, 2026 and is recommending approval.

GENERAL INFORMATION

- The proposed subdivision is located at 300 University Drive in a T-5D zoning district.
- The gross acreage is +/- 1.967 with a total of 2 lots.
- All easements and dedications are provided on the final plat.
- Additional street numbers will be assigned for Lot 2 after development plans have been approved.
- Electrical service, potable water, and sanitary sewer will be provided by Starkville Utilities.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely affected parties.

FINAL PLAT INFORMATION

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

ZONING DISTRICT INFORMATION

Form-Based Districts	
A. Lot Width	T-5D
A1. Min	25'
B. Principal Building Setbacks	T-5D
B1. Principal front setback (min/max)	0/15'*
B2 side setback adjacent to street (min/max)	0/15'*
B3. side setback (min/max)	0/24'
B4. Rear setback (min)	0'
C. Secondary Building Setbacks	T-5D
C1. Front setback interior lot	5' behind rear wall of primary building
C2. Side setback adjacent to street (min/max)	0/15'*
C3. Side setback (min)	0'
C4. Rear setback (min)	0'
D. Accessory Dwelling Unit and Accessory Structure Setbacks	T-5D
D1. Front setback interior lot	--
D2. Side setback adjacent to street (min/max)	--
D3. Side setback (min)	--
D4. Rear setback (min)	--
E. Parking Setbacks and Requirements	T-5D
E1. From primary street (min)	20' behind front wall of principal building(s)
E2. Side adjacent to side street (min)	10' unless a principal building and/or secondary building is adjacent to the street, then behind the front wall of any street fronting buildings.

E3. Masked from view from public by solid wall	yes
E4. Driveway width within setback (max)	24'
F. Height	T-5D
F1. Principal building in stories	4, 5 (■)
F2. Secondary building in stories	4, 5 (■)
F3. Accessory dwelling unit in stories	--
F4. Accessory structures in stories	1
G. Stories	T-5D
G1. Story height (min/max)	10/14'
G2. Commercial 1st floor (min/max)	11/25'
G3. Half story height (min/max)	--
H. Lot Coverage	T-5D
H1. Maximum lot coverage	90%
I. Lot Frontage Buildout	T-5D
I1. Percentage lot frontage buildout at front setback (min/max)	85/100%
I2. Percentage of frontage buildout at side setback corner lot (min/max)	85/100%
J. Building Width- Special Exception required to vary from maximum	T-5D
J1. Street facing building width (max)	120'
K. Transparency	T-5D
K1. 1st floor residential (min)	30%
K2. 1st floor commercial (min)	70%
K1. Upper floors (max)	50%
L. Orientation	T-5D
L1. Building(s)	Face primary frontage. Corner lots must face both frontages.
L2. Secondary building(s)	Face primary frontage or interior courtyard. Corner lots must face frontage
L3. Accessory dwelling unit	--
M. Secondary Building(s) Requirements	T-5D
M1. minimum lot depth for secondary buildings	100'
M2. The lot shall be of sufficient size to accommodate any proposed secondary structure without requiring a variance from development standards	yes
N. Ground Floor Elevation	T-5D
N1. 1st story residential (min/max)	16"/5'
N2. 1st story commercial (min/max)	0/2'
O. Pedestrian Access	T-5D
O1. Street-facing primary entrance along street	yes

■ =by Special Exception, -- = prohibited	
*=Minimum setback determined by Additional Setback Requirements for Public Frontage	
**=Story height may be reduced when upper floor is an open loft	

CONDITIONS OF APPROVAL

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

Attachment 1- FP 26-05 Aerial

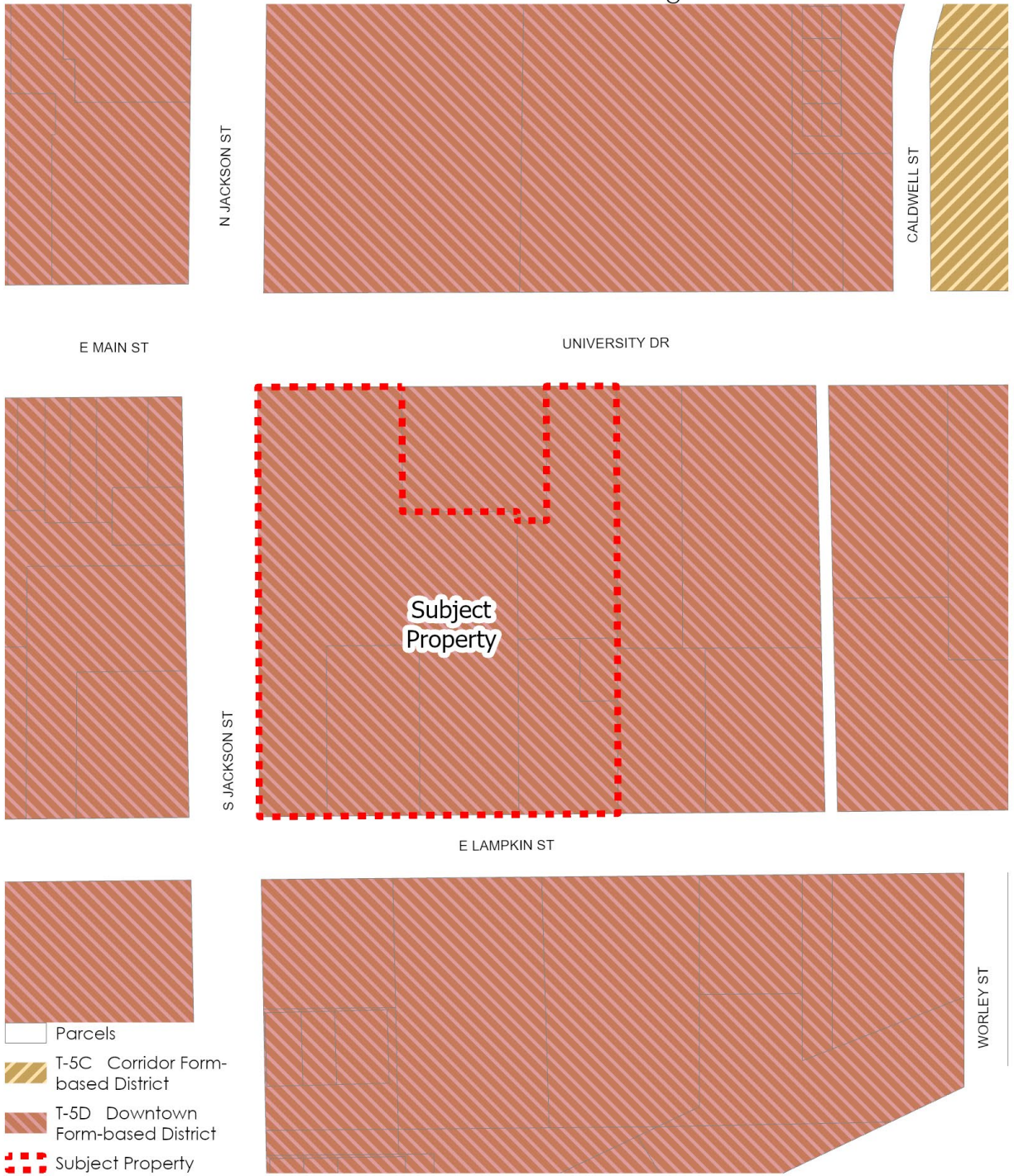


Parcels
Subject Property

0 120 240 480 Feet



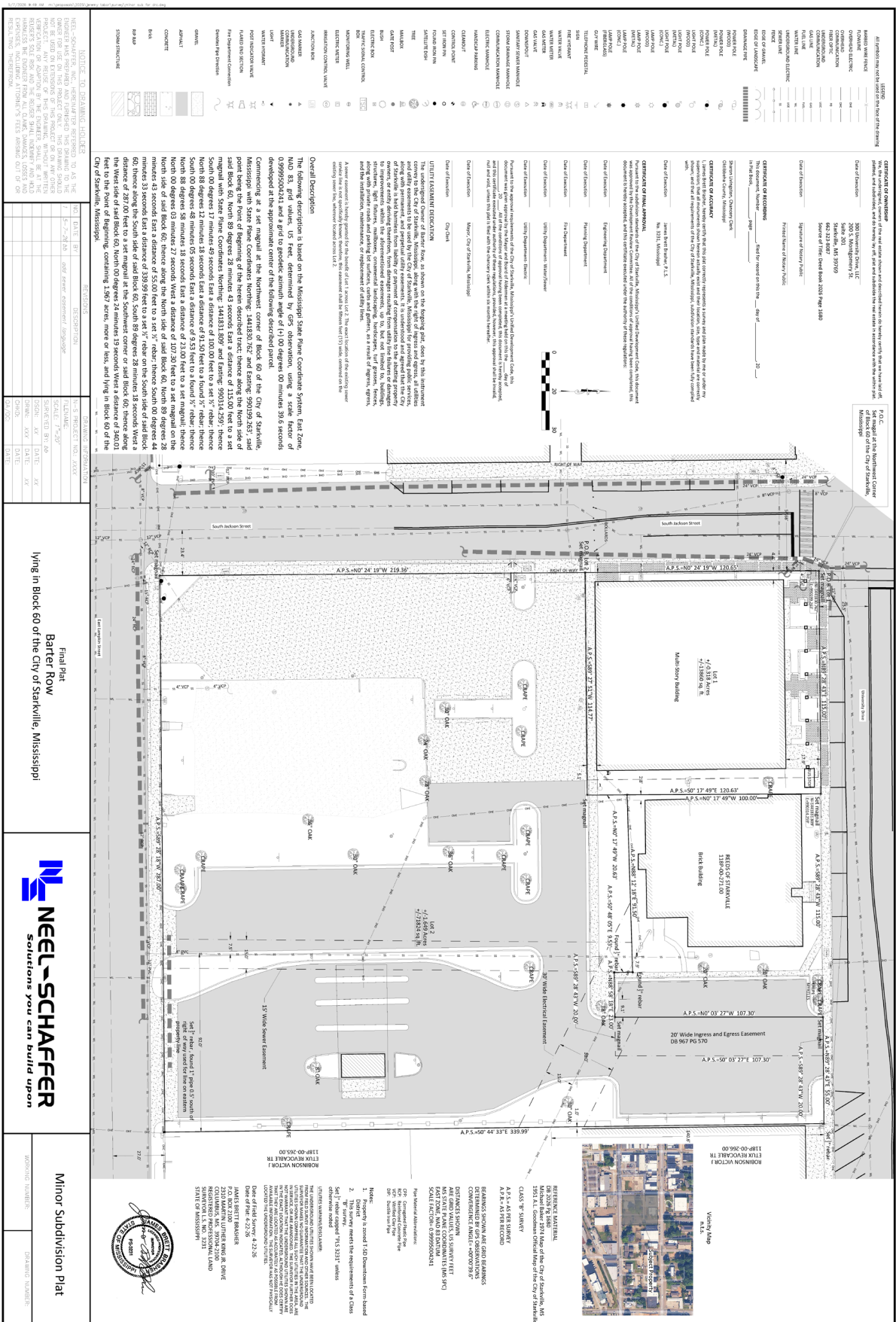
Attachment 2- FP 26-05 Zoning



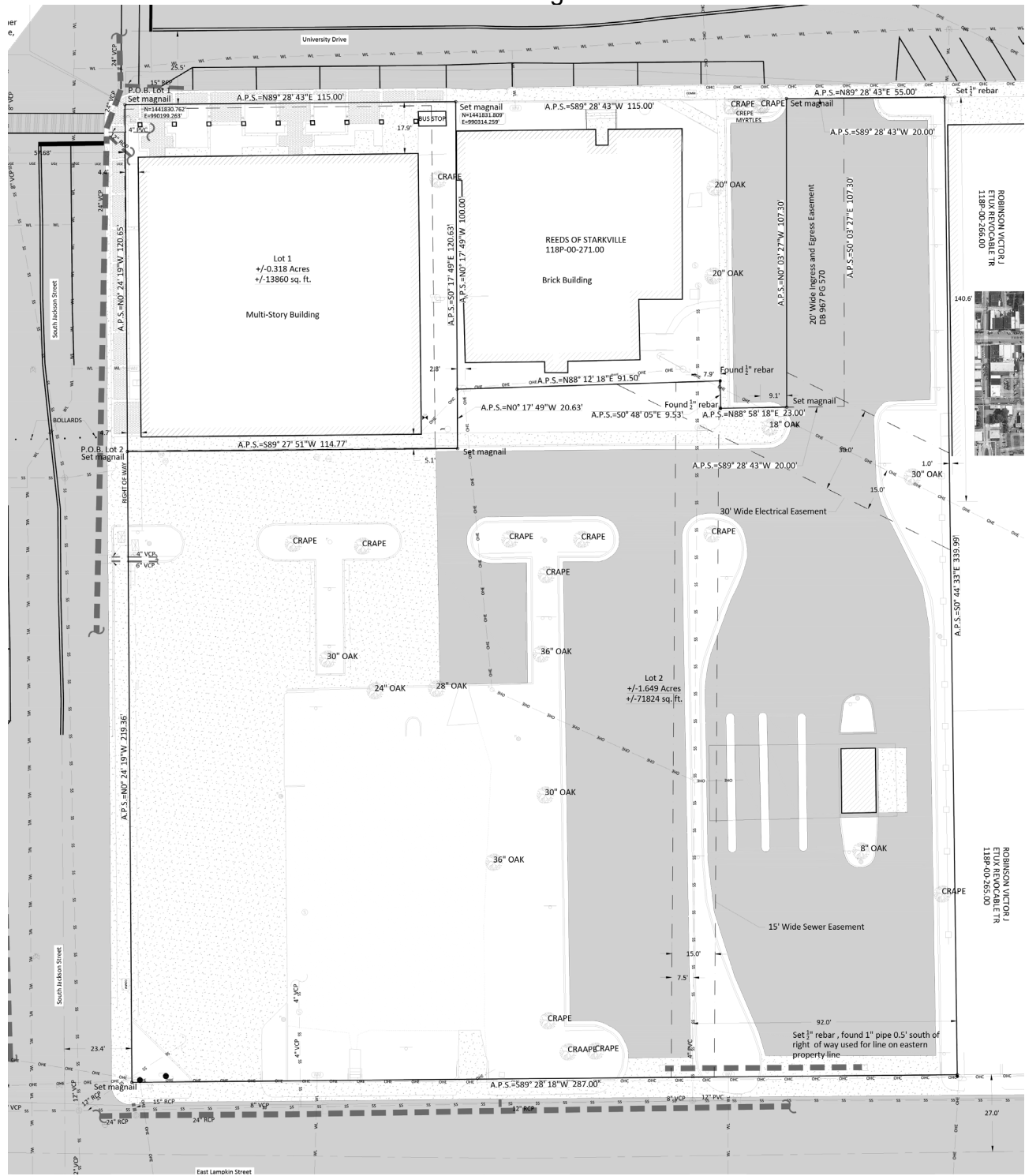
0 120 240 480 Feet



Attachment 3- Final Plat



Attachment 4- Enlarged Final Plat





CITY OF STARKVILLE
ENGINEERING DEPARTMENT
110 W MAIN ST, STARKVILLE, MISSISSIPPI 39759

Cost Estimate for Boyd & Bar-B-Que Road Roadway Improvements

Prepared: May 6, 2026

Street	From	To	Length	Width	SY	Work Type	Cost	Notes
Boyd Road	Sand Creek Road	westward to chipseal road (including intersection and connection to Hwy 182)	2054	23	5262	Patching 20%, Mill, 2" Overlay	\$ 159,500.00	Price for FY26 Project
Bar-B-Que Road	Stowood Road	End	1150	20	2556	Patching 10%, Microsurface	\$ 19,853.47	Price for FY26 Project

Estimated Total = \$ 179,353.47

50% City Share = \$ 89,676.74

50% County Share = \$ 89,676.74

City of Starkville Draft 2026 Street Improvement List - Amendment #2 - 5/19/26										
No.	Street	Project Limits (from)	Project Limits (to)	Classification	Length (ft)	Width (ft)	Area (SY)	Road Rating	Work Type	Total Estimate with Inspection, Testing & Cont.
1	Ave of Patriots	Hwy 12	Dead End	Major Collector	1,152	36	4,605	4	Patch, Mill, Overlay, Stripe	\$97,592
2	Whitfield St	Ave of Patriots	Greensboro St	Major Collector	4,355	30	14,515	4	Patch, Mill, Overlay, Stripe	\$306,135
3	Eckford St	Yellow Jacket Dr	Hwy 12	Minor Collector	802	30	2,672	3	Patch, Mill, Overlay, Stripe	\$56,862
4	Pollard Rd	Airport Rd	Industrial Park Rd	Major Collector	2,897	24	7,726	4	Patch, Mill, Overlay, Stripe	\$172,887
5	Yellow Jacket Dr	Louisville St	S Jackson St	Major Collector	2,755	24	7,347	4	Patch, Mill, Overlay, Stripe	\$162,946
6	Greensboro St	Whitfield St	W Lampkin St	Major Collector	1,577	32	5,608	4	Patch, Mill, Overlay, Stripe	\$125,393
7	Miley Dr	Airport	Industrial Park Rd	Minor Collector	2,591	24	6,908	3	Patch, Overlay, Stripe	\$164,988
8	Lincoln Green	Dead End (South)	Spring St	Minor Collector	1,561	22	3,817	4	Patch, Mill, Overlay, Stripe	\$85,679
9	Scales St	Whitfield St	Louisville St	Minor Collector	2,298	22	5,618	3	Patch, Mill, Overlay, Stripe	\$130,940
10	Pin Oak Dr	Ponderosa Dr	Ave of Patriots	Local	2,306	26	6,618	4	Patch, Mill, Overlay	\$144,107
11	Helen Cir	Lynn Ln (West)	Lynn Ln (East)	Local	2,633	26	7,607	4	Patch, Mill, Overlay	\$151,088
12	Aztec St	Pontotoc Dr	Dead End (North)	Local	2,142	22	5,238	4	Patch, Overlay	\$90,800
13	Lakewood Dr	E Lee Blvd (South)	E Lee Blvd (North)	Local	2,717	14	4,226	4	Patch, Overlay	\$73,701
14	Green Hill Dr	Dead End (West)	N Montgomery St	Local	903	30	3,010	4	Patch, Mill, Overlay	\$61,634
15	Highland Ave	Frontier Dr	Holly St	Local	547	26	1,580	4	Patch, Mill, Overlay	\$32,436
16	Langston Cv	Huntington Dr	Dead End	Local	579	22	1,416	3	Patch, Mill, Overlay	\$30,675
17	Lake Pointe Ln	Huntington Dr	Dead End	Local	472	22	1,153	3	Patch, Mill, Overlay	\$25,085
18	East Dr	Lakewood Dr	Dead End (North)	Local	553	14	860	4	Patch, Overlay	\$15,329
19	Middle Ct	Green Hill Dr	Dead End	Local	160	30	532	4	Patch, Mill, Overlay	\$11,258
20	West Ct	Green Hill Dr	Dead End	Local	144	30	480	4	Patch, Mill, Overlay	\$10,275
21	East Ct	Green Hill Dr	Dead End	Local	132	30	440	4	Patch, Mill, Overlay	\$9,293
22	Edgewater Ln	Lakewood Dr	Dead End (North)	Local	180	13	260	2	Patch, Overlay	\$4,856
23	S Montgomery St	S Wedgewood Rd	City Limits (South)	Major Collector	3,578	22	8,746	5	Patch, Scrub Seal, Microsurface, Stripe	\$119,877
24	Old West Point Rd	University Dr	Hwy 182	Major Collector	892	28	2,776	5	Patch, Scrub Seal, Microsurface, Stripe	\$35,130
25	Airport Rd	Miley Dr	Hwy 12	Minor Collector	3,248	30	10,742	5	Patch, Scrub Seal, Microsurface, Stripe	\$136,410
26	Green St	S Jackson St	Russell St	Minor Collector	1,928	25	5,312	5	Patch, Scrub Seal, Microsurface, Stripe	\$68,224
27	Herbert St	Dead End (South)	Hwy 182	Local	1,426	25	3,962	5	Patch, Scrub Seal, Microsurface, Stripe	\$44,332
28	Eudora-Welty Dr	Abernathy Rd	Mallory Ln	Minor Collector						
29	Huntington Dr	Huxley Dr	S Montgomery St	Local	3,117	23	8,051	5	Patch, Scrub Seal, Microsurface	\$90,057
30	McKee Park St	Bridge	Dead End (North)	Local	1,180	44	5,769	3	Patch, Scrub Seal, Microsurface, Stripe	\$69,462
31	Sherwood Rd	S Montgomery St	Canterbury Rd	Local	2,517	28	7,829	6	Patch, Scrub Seal, Microsurface	\$90,392
32	Hummingbird Ln	Dead End (South)	Academy Rd	Local	2,043	25	5,695	5	Patch, Scrub Seal, Microsurface	\$64,826
33	Pinecrest Rd	Hwy 12	Old Hwy 12	Local	1,831	20	4,069	5	Patch, Scrub Seal, Microsurface	\$46,606
34	Kingston Ct	Huntington Dr (West)	Huntington Dr (East)	Local	1,297	22	3,170	5	Patch, Scrub Seal, Microsurface	\$35,085
35	Yorkshire Rd	Sherwood Rd	Canterbury Rd	Local	1,779	28	5,535	5	Patch, Scrub Seal, Microsurface	\$67,128
36	Canterbury Rd	Sherwood Rd	Yorkshire Rd	Local	829	28	2,580	5	Patch, Scrub Seal, Microsurface	\$30,458
37	Dover Ct	Huntington Dr (West)	Huntington Dr (East)	Local	1,051	22	2,570	5	Patch, Scrub Seal, Microsurface	\$28,945
38	Trumpet Vine Ln	Hummingbird Ln	Dead End (North)	Local	559	20	1,243	5	Patch, Scrub Seal, Microsurface	\$14,503
39	Kingwood Dr	Huntington Dr	Dead End	Local	491	22	1,201	5	Patch, Scrub Seal, Microsurface	\$13,574
40	Autumn Woods	Huntington Dr	Dead End	Local	499	22	1,220	5	Patch, Scrub Seal, Microsurface	\$13,753
41	Crossbow Dr	Canterbury Rd	Dead End	Local	190	28	590	5	Patch, Scrub Seal, Microsurface	\$6,797
42	E Garrard St	N Montgomery St	Old West Point Rd	Major Collector	3,687	24	9,833	6	Crack Seal, Microsurface, Stripe	\$97,229
43	College View St	N Nash St	Adkerson Way	Minor Collector	777	22	1,899	6	Crack Seal, Microsurface, Stripe	\$18,646
44	Santa Anita Dr	Hwy 389	N Montgomery St	Local	1,312	27	3,876	6	Crack Seal, Microsurface	\$30,070
45	Central Ave	Hwy 389	N Montgomery St	Local	1,310	22	3,203	6	Crack Seal, Microsurface	\$25,539
46	Greensboro St	Reed Rd	Whitfield St	Minor Collector	2,509	21	5,943	6	Crack Seal	\$11,722
47	Jack Wallace Blvd	Rutherford Rd	Hwy 389	Minor Collector	4,200	24	11,200	7	Crack Seal	\$20,742
48	Rutherford Rd	Dead End (South)	Sudduth Rd	Local	2,567	20	5,705	7	Crack Seal	\$11,369
49	Coach Circle	RV Way (West)	RV Way (East)	Local	949	24	2,531	6	Crack Seal (Mastic)	\$15,267
50	Boyd Rd	Dead End (East)	City Limits (North)	Local	2,054	23	5,262	3	Patch, Mill, 2" Overlay	\$159,500
51	Bar-B-Que Rd	Stowood Rd	Dead End (North)	Local	1150	20	2,556	5	Patch, Microsurface	\$19,853

Subtotal = \$3,349,450

Amendment #1 - Extending the limits of Aztec Dr from Natchez St to the north Dead End

Oktibbeha County Contribution (Aztec) = \$45,400

Amendment #2 - Removing Eudora Welty. Adding Bar B Que & Boyd Rd

Oktibbeha County Contribution (Boyd Rd) = \$79,750

Oktibbeha County Contribution (Bar B Que Rd) = \$9,927

Total Less County Contribution \$3,214,374

ADA Improvements = \$167,473

Project Total = \$3,381,846

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Brandon L. Jolly
Office of General Counsel
P.O. Box 6171
Mississippi State, Mississippi 39762 (662) 325-8131
MS Bar Number: 101978

INDEXING INSTRUCTIONS: Part of the NE1/4 of Section 26, Township 19 North, Range 14 East
Oktibbeha County, MS

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT ("Agreement") is made
effective as of this _____ day of March, 2026, by and between

Mississippi State University of Agriculture and Applied Sciences ("Grantor"),
a public Institution under and acting for the Board of Trustees of State Institutions of Higher Learning
Office of General Counsel
P.O. Box 6171
Mississippi State, Mississippi 39762
(662) 325-8131

and

The City of Starkville, Mississippi (the "City" or "Grantee"),
a political subdivision of the State of Mississippi
having an office at
101 E. Lampkin Street
Starkville, Mississippi 39759
(662) 244-7099

The Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

Preliminary Statement

Grantor is the owner in fee of certain real property located in Oktibbeha County, Mississippi consisting of approximately 0.184 acres more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Subject Property").

The Subject Property is depicted in Exhibit "B". Grantor intends herein to grant to Grantee certain easements for pedestrian and vehicular ingress and egress over the roadways, curb cuts, driveways, aisles, walkways, and sidewalks now or hereafter located on the Subject Property for access and for delivery, together with the utility easements described herein. The Grantor and Grantee also intend herein to provide for certain obligations and restrictions with respect to the operation and maintenance of the Subject Property and improvements constructed thereon. Such easements, obligations, and restrictions shall run to the benefit of, and bind, the Subject Property and the owners from time to time of the Subject Property or any portion thereof. The purpose of the easement noted above and described below is for construction and maintenance of a Multi-Use Path through the Subject Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby grant, covenant and agree as follows:

1. Easements and Ways. Grantor hereby grants and conveys to Grantee, a permanent and perpetual non-exclusive easement on, over and across and rights to use the curb cuts, roadways, access areas, driveways, aisles, parking areas, walkways and sidewalks (the "Ways") now or hereafter located on the Subject Property for purposes of constructing the Multi-Use Path depicted in Exhibit B, maintaining the Subject Property, and for ingress, egress, passage and delivery, by vehicles and pedestrians.
2. Benefit and Use. The easements and other rights granted hereby shall be dedicated as a permanent, perpetual easement for the public, for pedestrian and other use, to be maintained by the City of Starkville.
3. Construction. Grantee, at its sole expense, shall initially construct, pave, stripe, and place all improvements and markings on the surface of the Subject Property as necessary and provide for the orderly traffic control and ingress and egress of automobiles and pedestrians and shall place adequate exit and entrance and other traffic control signs to direct traffic in and out of said areas during construction.
4. Maintenance and Repair. Grantee, at Grantee's sole expense, shall have the sole responsibility for the maintenance and repair of the Subject Property and the Multi-Use Path located thereon, including, without limitation, the obligation to repave and replace improvements and markings on the surface of the Subject Property from time to time as and when necessary so as to provide for the orderly pedestrian control and ingress and egress of pedestrians and, to the extent necessary, place and maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of said areas. Grantee, at its sole expense, will maintain the Subject Property and the Multi-Use Path located thereon in a neat, clean, and orderly condition consistent with its maintenance and upkeep of other dedicated areas and pathways in the City.

5. Utility Easements: Grantor grants to Grantee a perpetual, non-exclusive utility easement over, under and across the Subject Property for the purpose of installing, maintaining, repairing and replacing the following utilities: underground water, underground sewer, above or underground electrical, above or underground telephone and above or underground fiber or cable; provided, however, that the following terms and conditions are met: (i) any damages to the encumbered estate caused by the Grantee in relation to the utility easement shall be repaired immediately by such Grantee; and (ii) all work related to the installation, maintaining, repair, and replacement of the utilities installed pursuant hereto in a manner and at a time that has the least impact to the Grantor.
6. Indemnification. To the fullest extent authorized by applicable law, Grantee shall indemnify, defend, and hold harmless Grantor against any and claims, suits, causes of action, regulatory proceedings, or damages arising from or related to Grantee's use of the Subject Property or Grantee's acts or omissions related to the Subject Property.
7. Non-waiver. No delay or omission of either Party in the exercise of any right accruing upon any default of any other Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by either Party of a breach of, or a default in, any of the terms and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach of, or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and (ii) all remedies at law or in equity shall be available.
8. Relationship of Parties. Nothing in this Agreement shall be construed to make the Parties partners or joint venturers or render the parties liable for the debts or obligations of the other.
9. Grantor's Reservation. Grantor expressly reserves for itself, its successors and assigns, the right to use the easement areas, so long as such use does not unreasonably interfere with the rights herein granted. Grantee shall be responsible for any damage to Grantor's adjacent property or that of third parties resulting from exercise of Grantee's rights herein granted, including but not limited to soil erosion, subsidence, or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's adjacent property that may be altered, damaged, or destroyed in connection with the exercise of the easement or use of the easement area.
10. Grantee's Non-Use. Grantor shall have the right to terminate this easement and all the rights granted herein any time after one year of continuous non-use of the easement area by the Grantee for its intended purpose. In the event of such termination, the easement shall be quitclaimed from the Grantee to the Grantor, without expense to the Grantor, and any and all interest in Grantor's property conveyed in this easement shall automatically revert to Grantor or its successors or assigns, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove any and all materials it installed in, on, under or above the easement area.

11. Subordination. This conveyance is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements and rights of way of record pertaining to Grantor's property of which the easement is a portion, thereof, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the easement or easement area.
12. Compensation. Grantor understands that it has the right to receive just compensation for the permanent easement described herein support by an appraisal of the Subject Property. Grantor waives its right to just compensation and donates the Subject Property for the purposes of construction of a Multi-Use Path that will benefit MSU students and all parties to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by Grantor and Grantee on the date(s) in the respective acknowledgements of Grantor's and Grantee's signatures below and is to be effective as of the date first stated above.

GRANTOR:

MISSISSIPPI STATE UNIVERSITY

By: _____

Jeremy Clay

Director, Contract Administration

GRANTEE:

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Lynn Spruill

Mayor

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

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 **Jeremy Clay**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My commission expires:

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of May, 2026, within my jurisdiction, the within named **Lynn Spruill**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that she executed the same in her representative capacity, and that by her signature on the instrument, and as the act and deed of the entity upon behalf of which she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.


Notary Public

My commission expires:

November 26, 2028





**MISSISSIPPI INSTITUTIONS OF HIGHER LEARNING
OFFICE OF THE ASSOCIATE COMMISSIONER FOR LEGAL AFFAIRS AND RISK MANAGEMENT**

MEMORANDUM

TO: Dr. Alfred Rankins, Jr., Commissioner of Higher Education

FROM: Harold Pizzetta, Associate Commissioner for Legal Affairs and Risk Management *[Signature]*

DATE: March 2, 2026

RE: Request from Mississippi State University to enter into an Access and Maintenance Easement Agreement with the City of Starkville, MS

I have reviewed the above referenced Access and Maintenance Easement Agreement between the University and the City of Starkville, MS to allow the City to construct and maintain a multiuse path through MSU property at Garrard Road, Oktibbeha County, MS. This agreement conveys a permanent and perpetual non-exclusive easement on, over and across and rights to use the curb cuts, roadways, access areas, driveways, aisles, parking areas, walkways and sidewalks now and hereafter located on the subject property for the purpose of construction and maintenance of the multiuse path. This request is compliant with IHL Board Policy 707.01, and I recommend same for Commissioner approval. Please let me know if I may be of further assistance.

HEP/sjs

Attachment

cc: Brad Rowland

Approved:

Al Rankins

Dr. Alfred Rankins, Jr., Commissioner

3/10/2026

Date

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REAL ESTATE
COMMISSIONER APPROVAL**

- 1. University Name:** Mississippi State University
- 2. Project Number and Project Name:** N/A
- 3. Project Request:** Mississippi State University (MSU) requests approval to grant certain easements for pedestrian and vehicular ingress and egress over the roadways, curb cuts, driveways, aisles, walkways, and sidewalks, together with utility easements to the City of Starkville to allow the City to construct and maintain a multi-use path through MSU property located on Garrard Road in Oktibbeha County, Mississippi.
- 4. Design Professional:** N/A
- 5. General Contractor:** N/A
- 6. Purpose of Request:** The purpose of this request is to seek approval to enter into certain easements with the City of Starkville to allow the City to construct and maintain a multi-use path.
- 7. Scope of the Project:** N/A
- 8. History of Project:** These are new easements.
- 9. Term of Land Lease/Purchase/Sale/Donation and Amount of Land Lease/Purchase/Sale/Donation:** N/A
- 10. Termination Options:** MSU reserves the right to terminate the easements after one year of continuous non-use of the easement area by the City for its intended purpose.
- 11. Project Budget:** N/A
- 12. Funding Source(s) for Project:** N/A

Staff Recommendation:

Chief Financial Officer Certification: I attest the information noted above is accurate.



Les Potts (Feb 23, 2026 11:51:01 CST)

02/23/2026

Chief Financial Officer Signature and Date

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Brandon L. Jolly
Office of General Counsel
P.O. Box 6171
Mississippi State, Mississippi 39762 (662) 325-8131
MS Bar Number: 101978

INDEXING INSTRUCTIONS: Part of the NE1/4 of Section 26, Township 19 North, Range 14 East
Oktibbeha County, MS

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

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effective as of this _____ day of March, 2026, by and between

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a public Institution under and acting for the Board of Trustees of State Institutions of Higher Learning
Office of General Counsel
P.O. Box 6171
Mississippi State, Mississippi 39762
(662) 325-8131

and

The City of Starkville, Mississippi (the "City" or "Grantee"),
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having an office at
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IN WITNESS WHEREOF, this Agreement has been executed by Grantor and Grantee on the date(s) in the respective acknowledgements of Grantor's and Grantee's signatures below and is to be effective as of the date first stated above.

GRANTOR:

MISSISSIPPI STATE UNIVERSITY

By: _____

Jeremy Clay

Director, Contract Administration

GRANTEE:

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Lynn Spruill

Mayor

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

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 **Jeremy Clay**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My commission expires:

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of May, 2026, within my jurisdiction, the within named **Lynn Spruill**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that she executed the same in her representative capacity, and that by her signature on the instrument, and as the act and deed of the entity upon behalf of which she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.


Notary Public

My commission expires:

November 26, 2028





PERMANENT EASEMENT

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011) USING A SCALE FACTOR OF 0.999950145769 AND A CONVERGENCE ANGLE OF +00°01'13.5" DEVELOPED AT THE APPROXIMATE CENTER OF THE PROPERTY. IT IS THE INTENT OF THE DESCRIPTION TO CONVEY THAT PORTION OF THE GRANTORS PROPERTY THAT LIES WITH THE PERMANENT EASEMENT AS DEFINED BY SAID PROJECT:

COMMENCING AT A FOUND IRON PIN LOCATED AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI;

THENCE SOUTH 34 DEGREES 15 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 1548.94 FEET TO SET ½" REBAR ON THE EAST PROPERTY LINE OF PARCEL 117C-00-041.00 AT GARRARD ROAD STA. 199+77.08, 55.00 LT HAVING A COORDINATE VALUE OF N. 1449264.37 FEET, E. 995753.88 FEET, ON THE ABOVE REFERENCED COORDINATE SYSTEM; SAID POINT BEING ALSO THE **TRUE POINT OF BEGINNING** FOR THE HEREIN DESCRIBED EASEMENT;

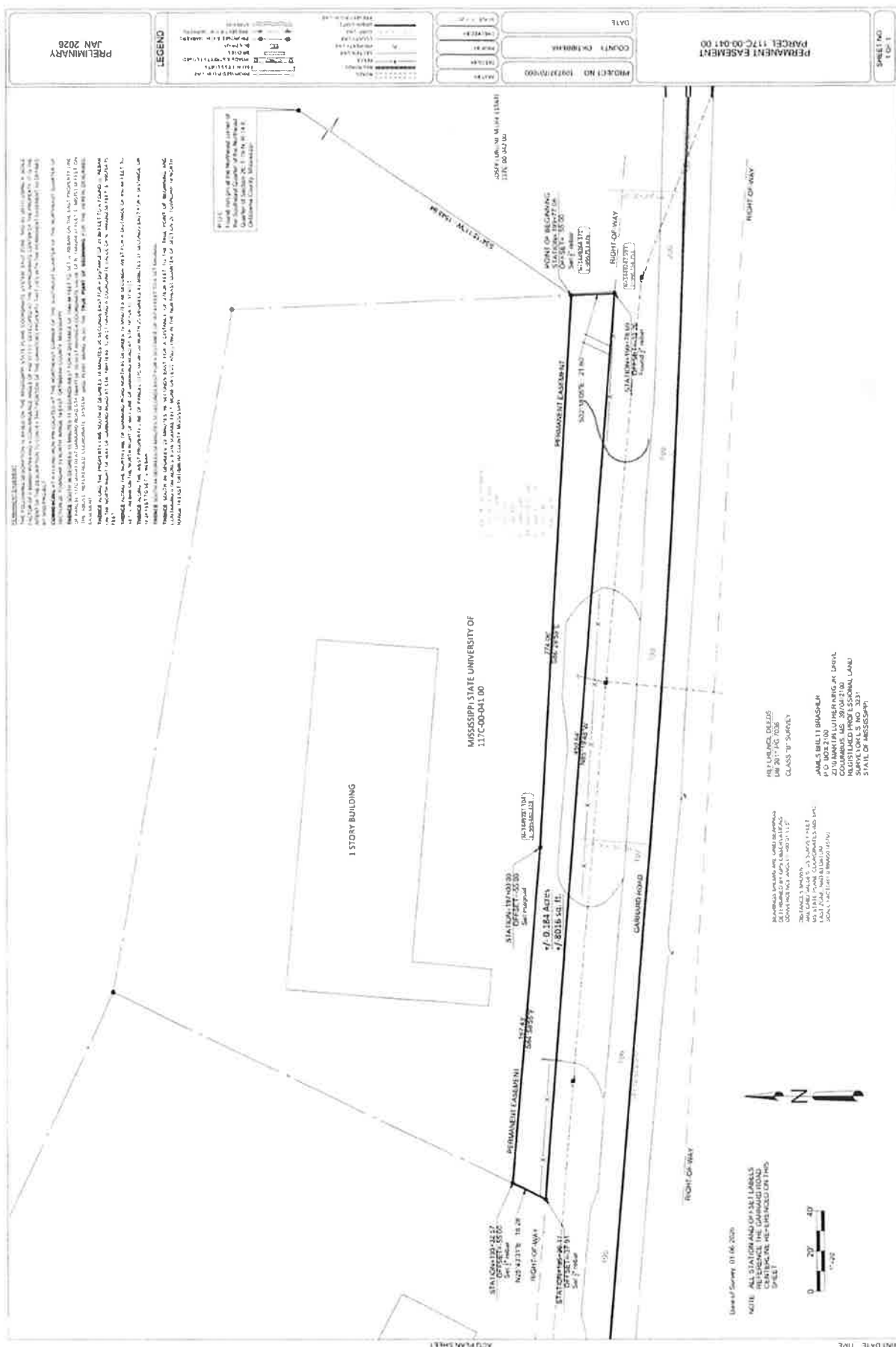
THENCE ALONG THE PROPERTY LINE SOUTH 02 DEGREES 18 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 21.80 FEET TO A FOUND ½" REBAR ON THE NORTH RIGHT OF WAY OF GARRARD ROAD AT STA. 199+78.69, 33.26 LT HAVING A COORDINATE VALUE OF N. 1449242.59 FEET, E. 995754.75 FEET;

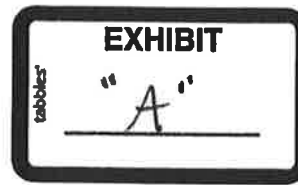
THENCE ALONG THE NORTH LINE OF GARRARD ROAD NORTH 85 DEGREES 19 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 450.64 FEET TO SET ½" REBAR ON THE NORTH RIGHT OF WAY LINE OF GARRARD ROAD AT STA. 195+26.11, 37.91 LT;

THENCE ALONG THE WEST PROPERTY LINE OF PARCEL 117C-00-041.00 NORTH 25 DEGREES 43 MINUTES 31 SECONDS EAST FOR A DISTANCE OR 18.28 FEET TO SET ½" REBAR;

THENCE SOUTH 84 DEGREES 58 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 167.43 FEET TO A SET MAGNAIL;

THENCE SOUTH 86 DEGREES 29 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 274.06 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.184 ACRES, 8,016 SQUARE FEET, MORE OR LESS, AND LYING IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI.





PERMANENT EASEMENT

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011) USING A SCALE FACTOR OF 0.999950145769 AND A CONVERGENCE ANGLE OF +00°01'13.5" DEVELOPED AT THE APPROXIMATE CENTER OF THE PROPERTY. IT IS THE INTENT OF THE DESCRIPTION TO CONVEY THAT PORTION OF THE GRANTORS PROPERTY THAT LIES WITH THE PERMANENT EASEMENT AS DEFINED BY SAID PROJECT:

COMMENCING AT A FOUND IRON PIN LOCATED AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI;

THENCE SOUTH 34 DEGREES 15 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 1548.94 FEET TO SET ½" REBAR ON THE EAST PROPERTY LINE OF PARCEL 117C-00-041.00 AT GARRARD ROAD STA. 199+77.08, 55.00 LT HAVING A COORDINATE VALUE OF N. 1449264.37 FEET, E. 995753.88 FEET, ON THE ABOVE REFERENCED COORDINATE SYSTEM; SAID POINT BEING ALSO THE **TRUE POINT OF BEGINNING** FOR THE HEREIN DESCRIBED EASEMENT;

THENCE ALONG THE PROPERTY LINE SOUTH 02 DEGREES 18 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 21.80 FEET TO A FOUND ½" REBAR ON THE NORTH RIGHT OF WAY OF GARRARD ROAD AT STA. 199+78.69, 33.26 LT HAVING A COORDINATE VALUE OF N. 1449242.59 FEET, E. 995754.75 FEET;

THENCE ALONG THE NORTH LINE OF GARRARD ROAD NORTH 85 DEGREES 19 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 450.64 FEET TO SET ½" REBAR ON THE NORTH RIGHT OF WAY LINE OF GARRARD ROAD AT STA. 195+26.11, 37.91 LT;

THENCE ALONG THE WEST PROPERTY LINE OF PARCEL 117C-00-041.00 NORTH 25 DEGREES 43 MINUTES 31 SECONDS EAST FOR A DISTANCE OR 18.28 FEET TO SET ½" REBAR;

THENCE SOUTH 84 DEGREES 58 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 167.43 FEET TO A SET MAGNAIL;

THENCE SOUTH 86 DEGREES 29 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 274.06 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.184 ACRES, 8,016 SQUARE FEET, MORE OR LESS, AND LYING IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI.

13. CONSIDERATION OF APPROVING THE MEMORANDUM OF AGREEMENT WITH STARKVILLE MAIN STREET ASSOCIATION FOR THE MISSISSIPPI MAIN STREET REVITALIZATION GRANT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the Memorandum of Agreement with Starkville Main Street Association for the Mississippi Main Street Revitalization Grant” is enumerated, this consent item is thereby approved.

14. ACCEPTANCE OF THE APRIL 2026 FINANCIAL STATEMENTS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the April 2026 financial statements” is enumerated, this consent item is thereby approved.

15. REQUEST ACKNOWLEDGEMENT BY THE BOARD OF PRIVILEGE LICENSES IN ACCORDANCE WITH MISS. CODE ANN. § 27-17-501 ISSUED BY THE CITY CLERK’S OFFICE FOR THE MONTH OF APRIL 2026.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of acknowledgement by the Board of privilege licenses in accordance with Miss. Code Ann. § 27-17-501 issued by the City Clerk’s Office for the month of April 2026” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF RENEWING PROPERTY, VEHICLE AND EQUIPMENT INSURANCE SERVICES WITH TRAVELERS INSURANCE COMPANY FOR ONE YEAR ENDING MAY 31, 2027.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of renewing property, vehicle and equipment insurance services with Travelers Insurance Company for one year ending May 31, 2027” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE GARRETT LEE AS NON-CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Garrett Lee as non-certified firefighter in the Starkville fire department” is enumerated, this consent item is thereby approved.

MEMORANDUM OF AGREEMENT

This agreement made and entered into by and between the town of/city of/County of Starkville, Mississippi, hereinafter referred to as "town/city/County" and the Starkville Main Street Association, hereinafter referred to as "Program Applicant" is as follows:

WHEREAS, the town/city/County is applying for a Mississippi Main Street Revitalization Grant (MMSRG) for and on behalf of the Program Applicant;

WHEREAS, the town/city/County and Program Applicant are required to enter into a written agreement specifying the terms and conditions of the relationship of the town/city/County and Program Applicant;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the town/city/County and Program Applicant agrees as follows:

1. The town/city/County's responsibilities shall be the following:
 - a) The town/city/County agrees to abide by all rules, regulations, terms, and conditions of the MMSRG Program.
 - b) The town/city/County will maintain files and adequate bookkeeping records related to the project.
 - c) Maintain accurate financial records, including invoices, receipts, and disbursement documentation, in accordance with audit requirements.
 - d) Process payments and reimbursements in a timely manner, contingent upon receipt of proper documentation from the Program Applicant.
 - e) Provide oversight of the project to ensure activities are completed in accordance with the approved scope of work and budget developed by the Program Applicant.
 - f) Designate a primary point of contact for coordination with the Program Applicant.

2. The Program Applicant's responsibilities shall be the following:
 - a) The Program Applicant agrees to abide by all rules, regulations, terms, and conditions of the MMSRG Program.
 - b) The Program Applicant will maintain files and adequate bookkeeping records related to the project.
 - c) Serve as the lead entity for project development, including defining the project scope, budget, and supporting documentation for the grant application.
 - d) Carry out the day-to-day implementation and management of the project in accordance with the approved scope, timeline, and budget.
 - e) Comply with all MMSRG program requirements, including procurement standards, documentation, and reporting.
 - f) Maintain complete and organized project records, including contracts, invoices, proof of payment, and other required documentation, and submit these to the City/County as requested.

- g) Provide regular progress updates (at minimum monthly or as otherwise agreed) to the City/County.
- h) Ensure all project activities are completed within the grant period and meet all required deadlines.
- i) Be responsible for the ongoing maintenance and sustainability of any project improvements, if applicable.
- j) Designate a primary point of contact to coordinate with the City/County.

Both parties agree to:

- a) Maintain regular communication throughout the project.
- b) Participate in scheduled check-ins or meetings as needed.
- c) Promptly notify the other party of any issues that may impact project timelines, budget, or compliance.

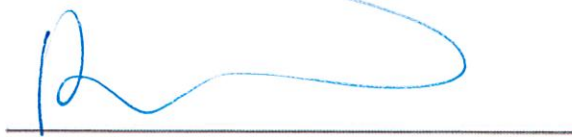
3. Terms of this agreement shall be effective and binding upon approval and award of a grant to the town/city/County by the Mississippi Development Authority of the State of Mississippi and remain in effect until project completion and closeout.

Either party may terminate this Agreement with written notice, provided that all financial obligations and compliance requirements are satisfied. This Agreement represents the full understanding between the parties and may only be amended in writing and signed by both parties.

IN WITNESS THEREOF, the parties have executed this Agreement this the 4th day of May, 2026.



Mayor Lynn Spruill, City of Starkville



Paige Watson, Starkville Main Street Association

05/04/2026 9:20 AM
LICENSES: THRU ZZZZZZZZZZ
PAID STATUS: ALL
LIC CODES: ALL

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

ORIGINAT
EFFECT
EXPIRAT

April 2026

ID	CODE	NAME
3020	SERVICE	EVERETT FUNCTIONAL WELLNESS
3021	SERVICE	MAI SUSHI
3022	MFV	N & N LUNCHBOX
3023	MSBOC	TOUCHSTONE PROPERTIES INC
3024	SERVICE	WHOLE BEAN COFFEE COMPANY LLC
3025	RETAIL	STARKVEGAS SNOBALLS
3026	HOME BD-S	LUMORA PHOTOGRAPHY
3027	MFV	BLACK SHEEP BREW LLC
3028	SERVICE	MAISON DE COULEUR SALON LLC
3029	TRANSIENT	SIP PARADISE LLC
3030	RETAIL	ACCELERATED GROWTH PARTNERS

TOTAL LICENSES: 11



PRESENTED BY

AJG RISK MGMT SERVS LLC
1076 HIGHLAND COLONY PKWY STE
300
RIDGELAND, MS 39157

PROPOSED ON 05/11/2026 FOR

CITY OF STARKVILLE
110 W MAIN ST
STARKVILLE, MS 39759

On behalf of **AJG RISK MGMT SERVS LLC** and **The Travelers Companies, Inc. and its affiliates**, we appreciate the opportunity to provide **CITY OF STARKVILLE** with the following policy proposal.



<https://www.travelers.com/risk-control>

Travelers Risk Control- Our Expertise is Your Advantage

Travelers Risk Control is an innovative provider of cost-effective risk management services and products. As one of the largest Risk Control departments in the industry, our scale allows the right resources at the right time to meet customer needs. For over 110 years, our loss prevention professionals have assisted agents, brokers and customers across the country and around the world.



<https://www.travelers.com/claims>

Claim Services

Travelers has over 11,000 highly trained Claim professionals located across the U.S. Our local field representatives are supported by teams of dedicated customer service, catastrophe response, legal, medical, investigative, engineering, and large loss experts. Claims can be complex and expensive. We'll help you manage claims to control your total risk-related costs.

Meet your Travelers team

General

Overall Account

Dawn Sargent
Account Executive
DSARGEN2@travelers.com
678-317-8254

Policy Services

Ashley Dalton
Operations Account Specialist
AMDALTON@travelers.com
651-310-2584

To report, ask a question or discuss a claim please call 1-800-238-6225. A Claim Customer Service Representative is available 24 hours a day, 7 days a week to take the first notice of loss or provide assistance on any existing claim.

Your policies

Commercial Package Program - Simp. Occ.

Policy Number	H-630-0R284869-TIL-26
Effective	06/01/2026 – 06/01/2027
Insuring Company	TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Auto Physical Damage

Policy Number	BA-0R284869-26-PUB
Effective	06/01/2026 – 06/01/2027
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Locations schedule

630 - 0R284869 – Commercial Package Program - Simp. Occ.

LOC/BLDG	DESCRIPTION	ADDRESS
1/1	AIRPORT OPS BLDG (FBO) - BLDG A	120 AIRPORT RD, STARKVILLE, MS 39759
2/2	MAINTENANCE BLDG - BLDG B	120 AIRPORT RD, STARKVILLE, MS 39759
3/3	HANGER BUILDING C	120 AIRPORT RD, STARKVILLE, MS 39759
4/4	HANGER BUILDING D	120 AIRPORT RD, STARKVILLE, MS 39759
5/5	HANGER BUILDING E	120 AIRPORT RD, STARKVILLE, MS 39759
6/6	HANGER BUILDING F	120 AIRPORT RD, STARKVILLE, MS 39759
7/7	HANGER BUILDING G	120 AIRPORT RD, STARKVILLE, MS 39759
8/8	AWOS III WEATHER SYSTEM-PIO	120 AIRPORT RD, STARKVILLE, MS 39759
9/9	FUEL FARM- TANKS/PUMPS/CARD CENTER	120 AIRPORT RD, STARKVILLE, MS 39759
10/10	PERIMETER FENCE/GATES/CONTROL LERS	120 AIRPORT RD, STARKVILLE, MS 39759
11/11	WALKWAY	MAIN ST, STARKVILLE, MS 39759
12/12	FIRE STATION	503 E LAMPKIN, STARKVILLE, MS 39759
13/13	FIRE STATION	1000 AIRPORT RD, STARKVILLE, MS 39759
14/14	FIRE STATION	102 W GARRARD, STARKVILLE, MS 39759
15/15	FIRE STATION	523 ACADEMY, STARKVILLE, MS 39759
16/16	FIRE STATION	1215 REED RD, STARKVILLE, MS 39759
17/17	COMMUNITY HOUSE & MAINT SHOP	401 LONG ST, STARKVILLE, MS 39759
18/18	PAVILION	401 LONG ST, STARKVILLE, MS 39759
19/19	PAVILION	LONG ST, STARKVILLE, MS 39759
20/20	PAVILION	N JACKSON ST, STARKVILLE, MS 39759
21/21	COVERED PAVILION	LYNN LN, STARKVILLE, MS 39759
22/22	RESTROOMS(2)	LYNN LN, STARKVILLE, MS 39759
23/23	SMALL PAVILION, RESTROOM	LYNN LN, STARKVILLE, MS 39759
24/24	CONCESSION STAND	LYNN LN, STARKVILLE, MS 39759
25/25	RESTROOMS	LYNN LN, STARKVILLE, MS 39759
26/26	RESTROOMS	LYNN LN, STARKVILLE, MS 39759
27/27	FENCES	LYNN LN, STARKVILLE, MS 39759
28/28	LIGHTING	LYNN LN, STARKVILLE, MS 39759
29/29	ADMINISTRATION BLDG	LYNN LN, STARKVILLE, MS 39759
30/30	CONCESSION STAND	LYNN LN, STARKVILLE, MS 39759
31/31	SOCCER FIELD RESTROOM	LYNN LN, STARKVILLE, MS 39759
32/32	SOFTBALL FIELD A RESTROOM	LYNN LN, STARKVILLE, MS 39759
33/33	SOFTBALL FIELD A CONCESSION	LYNN LN, STARKVILLE, MS 39759
34/34	SOFTBALL FIELD B CONCESSION	LYNN LN, STARKVILLE, MS 39759

35/35	SOFTBALL FIELD B RESTROOM	LYNN LN, STARKVILLE, MS 39759
36/36	STORAGE SHED	LYNN LN, STARKVILLE, MS 39759
37/37	FENCE	LYNN LN, STARKVILLE, MS 39759
38/38	LIGHTING	LYNN LN, STARKVILLE, MS 39759
39/39	MUSEUM	220 FELLOWSHIP, STARKVILLE, MS 39759
40/40	POLICE DEPT - RENOVATED 2017	101 LAMPKIN ST, STARKVILLE, MS 39759
41/41	SANITATION WORKS	NORTH WASHINGTON ST, STARKVILLE, MS 39759
42/42	MAINTENANCE BLDG	N WASHINGTON ST, STARKVILLE, MS 39759
43/43	SANITATION SHED 1-5	N WASHINGTON ST, STARKVILLE, MS 39759
44/44	ADMIN/LAB/SHOP	305-A SAND RD - HWY 25S, STARKVILLE, MS 39759
45/45	AERATION BLDG	305-B SAND RD - HWY 25S, STARKVILLE, MS 39759
46/46	INFLUENT PUMP BLDG	305-C SAND RD - HWY 25S, STARKVILLE, MS 39759
47/47	SLUDGE BLDG	305-D SAND RD - HWY 25S, STARKVILLE, MS 39759
48/48	EQUIPMENT STORAGE/REPAIR	305-E SAND RD - HWY 25S, STARKVILLE, MS 39759
49/49	WATER FILTER PLANT	CURRY ST, STARKVILLE, MS 39759
50/50	ADMINISTRATION/WARE HOUSE	CURRY ST, STARKVILLE, MS 39759
51/51	EQUIPMENT STORAGE BLDG	CURRY ST, STARKVILLE, MS 39759
52/52	CHEMICAL FEED & LAB	S MONTGOMERY AND ACADEMY, STARKVILLE, MS 39759
53/53	WELL	S MONTGOMERY, STARKVILLE, MS 39759
54/54	PUMPING STATION(4)	SHERWOOD FOREST, STARKVILLE, MS 39759
55/55	POOL HOUSE, PUMP, & LINER	N JACKSON ST, STARKVILLE, MS 39759
56/56	POOL HOUSE/PUMP/SPLASH PAD/BLDG/RR	LONG ST, STARKVILLE, MS 39759
57/57	STORAGE BLDG	LYNN LN, STARKVILLE, MS 39759
58/58	STORAGE BLDG	LYNN LN, STARKVILLE, MS 39759
59/59	MAINTENANCE SHED	LYNN LN, STARKVILLE, MS 39759
60/60	PUMPING STATION	GREENBRIAR ST, CANNA AVE, STARKVILLE, MS 39759
61/61	PUMPING STATION	TRIM CANE, STARKVILLE, MS 39759
62/62	PUMPING STATION	UNIVERSITY DR, DAN CAMP, STARKVILLE, MS 39759
63/63	PUMPING STATION	HERBERT ST, PONY PASTURE, STARKVILLE, MS 39759
64/64	PUMPING STATION	S. MONTGOMERY ST, STARKVILLE, MS 39759
65/65	WATER TANK #4 & ALTITUDE VALVES	1590 BLUEFIELD RD, STARKVILLE, MS 39759
66/66	WELL #7	1590 BLUEFIELD RD, STARKVILLE, MS 39759
67/67	FILTER PLANT #6	1590 BLUEFIELD RD, STARKVILLE, MS 39759
68/68	OFFICE BLDG	1590 BLUEFIELD RD, STARKVILLE, MS 39759
69/69	PUMPING STATION	COUNTRY CLUB/S MONTGOMERY, STARKVILLE, MS 39759
70/70	BOOSTER STN #1	620 HWY 12 E BYPASS, STARKVILLE, MS 39759
71/71	500K TANK, ALTITUDE VALVES	SCALES ST, STARKVILLE, MS 39759
72/72	ALTITUDE VALVES	CURRY ST, STARKVILLE, MS 39759
73/73	ALTITUDE VALVES	LOCKSLEY WAY, STARKVILLE, MS 39759
74/74	WATER WELL & GENERATOR BLDG	ACADEMY RD, STARKVILLE, MS 39759
75/75	BOOSTER STATION #2	N BLUEFIELD RD, STARKVILLE, MS 39759
76/76	FILTER PLANT #5	CURRY ST, STARKVILLE, MS 39759
77/77	FILTER PLANT #7	1590 BLUEFIELD RD, STARKVILLE, MS 39759
78/78	PUMPING STATION	SUDDUTH RD EXT, STARKVILLE, MS 39759

79/79	PUMPING STATION	CROSSGATE/WAL-MART, STARKVILLE, MS 39759
80/80	PUMPING STATION, INFLUENT	SAND RD, STARKVILLE, MS 39759
81/81	NEW CONSTRUCTION/REHAB	SAND RD, STARKVILLE, MS 39759
82/82	WATER TANK #5 & ALTITUDE VALVES	AZALEA LN, STARKVILLE, MS 39759
83/83	WELL #2	CURRY ST, STARKVILLE, MS 39759
84/84	WELL #8	N BLUEFIELD RD, STARKVILLE, MS 39759
85/85	FUELING STN	N WASHINGTON ST, STARKVILLE, MS 39759
86/86	STORAGE SHED	N WASHINGTON ST, STARKVILLE, MS 39759
87/87	WATER BLDG	WASHINGTON ST, STARKVILLE, MS 39759
88/88	500K GAL ELEVATED WATER TANK	SPRING ST, STARKVILLE, MS 39759
89/89	500K GAL ELEVATED WATER TANK	CURRY ST, STARKVILLE, MS 39759
90/90	WELL HOUSE	CURRY ST, STARKVILLE, MS 39759
91/91	WATER FILTER PLANT	S MONTGOMERY AND ACADEMY, STARKVILLE, MS 39759
92/92	WELL & GENERATOR PLANT	S MONTGOMERY AND ACADEMY, STARKVILLE, MS 39759
93/93	WELL	PARK AVE, STARKVILLE, MS 39759
94/94	WELL	HENDERSON ST, STARKVILLE, MS 39759
95/95	FIRING RANGE BLDG	HWY 12, STARKVILLE, MS 39759
96/96	STORAGE BUILDING	N MONTGOMERY, STARKVILLE, MS 39759
97/97	ANIMAL SHELTER	510 INDUSTRIAL PARK RD, STARKVILLE, MS 39759
98/98	MULTI-PURPOSE BLDG	LYNN LN, STARKVILLE, MS 39759
99/99	LEASED SIGN @ SPORTS PLEX	LYNN LN (MCKEE PARK), STARKVILLE, MS 39759
100/100	LIGHTING/COMMUNICATI ON SYSTM/BEACON	120 AIRPORT RD, STARKVILLE, MS 39759
101/101	SOUTH HANGER BLDG	320 AIRPORT RD, STARKVILLE, MS 39759
102/102	NEW CITY HALL	110 W MAIN ST, STARKVILLE, MS 39759
103/103	PLAYGROUND EQUIPMENT	226 CORNERSTONE BLVD, STARKVILLE, MS 39759
104/104	FRONT ENTRANCE SIGN	226 CORNERSTONE BLVD, STARKVILLE, MS 39759
105/105	MISCELLANOUS SIGNAGE	226 CORNERSTONE BLVD, STARKVILLE, MS 39759
106/106	BACKSTOP & BATTING CAGES	226 CORNERSTONE BLVD, STARKVILLE, MS 39759
107/107	12 - SHADE STRUCTURES	226 CORNERSTONE BLVD, STARKVILLE, MS 39759
108/108	SEE IL T8 02	226 CORNERSTONE BLVD - QUAD A, STARKVILLE, MS 39759
109/109	BUILDING	226 CORNERSTONE BLVD - QUAD A, STARKVILLE, MS 39759
110/110	SEE IL T8 02	226 CORNERSTONE BLVD - QUAD B, STARKVILLE, MS 39759
111/111	BUILDING	226 CORNERSTONE BLVD - QUAD B, STARKVILLE, MS 39759
112/112	SEE IL T8 02	226 CORNERSTONE BLVD - QUAD C, STARKVILLE, MS 39759
113/113	BUILDING	226 CORNERSTONE BLVD - QUAD C, STARKVILLE, MS 39759
114/114	MAINTENANCE BUILDING	226 CORNERSTONE BLVD, STARKVILLE, MS 39759
115/115	PAVILLION BUILDING	226 CORNERSTONE BLVD, STARKVILLE, MS 39759
116/116	NEEDMORE CENTER	610 E GILLESPIE ST, STARKVILLE, MS 39759
117/117	RESTROOM	400 LYNN LN (MCKEE PARK/SPORTSPLEX), STARKVILLE, MS 39759
118/118	LARGE PAVILLION	400 LYNN LN (MCKEE PARK/SPORTSPLEX), STARKVILLE, MS 39759

119/119	SMALL PAVILLION	400 LYNN LN (MCKEE PARK/SPORTSPLEX), STARKVILLE, MS 39759
120/120	SMALL PAVILLION	400 LYNN LN (MCKEE PARK/SPORTSPLEX), STARKVILLE, MS 39759
121/121	PEDESTRIAN BRIDGE	400 LYNN LN (MCKEE PARK/SPORTSPLEX), STARKVILLE, MS 39759
122/122	PEDESTRIAN BRIDGE	400 LYNN LN (MCKEE PARK/SPORTSPLEX), STARKVILLE, MS 39759
123/123	PLAYGROUND EQUIPMENT	400 LYNN LN (MCKEE PARK/SPORTSPLEX), STARKVILLE, MS 39759
124/124	SPLASH PAD	400 LYNN LN (MCKEE PARK/SPORTSPLEX), STARKVILLE, MS 39759



Property coverage premium summary

Policy Number 630-0R284869

Coverages and limits of insurance – described premises

Insurance applies on a BLANKET basis only to a coverage or type of property for which a Limit of Insurance is shown below, and then only at the premises locations for which a value for such coverage or property is shown on the Statement of Values dated 4/22/2026 , or subsequently reported to and insured by us. For Insurance that applies to a specific premises location see Deluxe Property Coverage Part Schedule - Specific Limits

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY	LIMITS OF INSURANCE
Building and Your Business Personal Property	\$67,026,826

Co-insurance provision

Coinsurance does not apply to Blanket Coverages shown above.

Valuation provision

Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

Additional covered property

	LIMITS OF INSURANCE
Personal Property at Undescribed Premises	
At any “exhibition” premises	\$50,000
At any installation premises or temporary storage premises	Not Covered
At any other not owned, leased or regularly operated premises	\$50,000
Personal Property in Transit	\$50,000

Deluxe property coverage form - additional coverages & coverage extensions

The Limits of Insurance shown in the left column are included in the coverage form and apply unless a Revised Limit of Insurance or Not Covered is shown in the Revised Limits of Insurance column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Accounts Receivable		
At all described premises	\$50,000	\$250,000
In transit or at all undescribed premises	\$25,000	\$100,000
Appurtenant Buildings and Structures	\$100,000	
Claim Data Expense	\$25,000	
Covered Leasehold Interest – Undamaged Improvements & Betterments		
Lesser of Your Business Personal Property limit or:	\$100,000	
Debris Removal (additional amount)	\$250,000	
Deferred Payments	\$25,000	
Duplicate Electronic Data Processing Data and Media	\$50,000	
Electronic Data Processing Data and Media		
At all described premises	\$50,000	
Employee Tools		
In any one occurrence	\$25,000	
Any one item	\$2,500	
Expediting Expenses	\$25,000	
Extra Expense	\$25,000	
Fine Arts		
At all described premises	\$50,000	
In transit	\$25,000	
Fire Department Service Charge	Included*	
Fire Protective Equipment Discharge	Included*	
Green Building Alternatives – Increased Cost Percentage 1%		
Maximum amount – each building	\$100,000	
Green Building Reengineering and Recertification Expense	\$25,000	
Limited Coverage for Fungus, Wet Rot or Dry Rot – Annual Aggregate	\$25,000	
Loss of Master Key	\$25,000	
Newly Constructed or Acquired Property		
Buildings - each	\$2,000,000	
Personal Property at each premises	\$1,000,000	

*Included means included in applicable Covered Property Limit of Insurance

Deluxe property coverage form - additional coverages & coverage extensions

	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Non-Owned Detached Trailers	\$25,000	
Ordinance or Law Coverage	\$250,000	
Outdoor Property	\$25,000	\$50,000
Any one tree, shrub or plant	\$2,500	
Outside Signs		
At all described premises	\$100,000	
At all undescribed premises	\$5,000	\$100,000
Personal Effects	\$25,000	\$50,000
Personal Property At Premises Outside of the Coverage Territory	\$50,000	
Personal Property In Transit Outside of the Coverage Territory	\$25,000	\$50,000
Pollutant Cleanup and Removal – Annual Aggregate	\$100,000	
Preservation of Property		
Expenses to move and temporarily store property	\$250,000	
Direct loss or damage to moved property	Included*	
Reward Coverage		
25% of covered loss up to a maximum of:	\$25,000	
Stored Water	\$25,000	
Theft Damage to Rented Property	Included*	
Undamaged Parts of Stock in Process	\$50,000	
Valuable Papers and Records – Cost of Research		
At all described premises	\$50,000	\$250,000
In transit or at all undescribed premises	\$25,000	\$100,000
Water or Other Substance Loss – Tear Out and Replacement Expense	Included*	

*Included means included in applicable Covered Property Limit of Insurance

Deluxe business income (and extra expense) coverage form - described premises

PREMISES LOCATION NO.	BUILDING NO.	LIMITS OF INSURANCE
001-124	001-124	\$500,000

Rental Value: Included

Ordinary Payroll: Included

Deluxe business income - additional coverages and coverage extensions

The Limits of Insurance, Coverage Period and Coverage Radius shown in the left column are included in the coverage form and apply unless a revised Limit of Insurance, Coverage Period, Coverage Radius or Not Covered is shown under the column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	LIMITS OF INSURANCE, COVERAGE PERIOD OR COVERAGE RADIUS	REVISED LIMITS OF INSURANCE, COVERAGE PERIOD OR COVERAGE RADIUS
Business Income from Dependent Property		
At Premises Within the Coverage Territory	\$100,000	
At Premises Outside of the Coverage Territory	\$100,000	
Civil Authority		
Coverage Period	30 days	
Coverage Radius	100 miles	
Claim Data Expense	\$25,000	
Contract Penalties	\$25,000	
Extended Business Income		
Coverage Period	180 days	
Fungus, Wet Rot or Dry Rot – Amended Period of Restoration		
Coverage Period	30 days	
Green Building Alternatives – Increased Period of Restoration		
Coverage Period	30 days	
Ingress or Egress	\$25,000	
Coverage Radius	1 mile	
Newly Acquired Locations	\$500,000	
Ordinance or Law - Increased Period of Restoration	\$250,000	
Pollutant Cleanup and Removal – Annual Aggregate	\$25,000	
Transit Business Income	\$25,000	
Undescribed Premises	\$25,000	

Causes of loss – Earthquake – aggregate in any one policy year, for all losses covered under the Causes of loss – Earthquake endorsement, commencing with the inception date of this policy:

		AGGREGATE LIMITS OF INSURANCE
01. Applies at the following Building(s) numbered:	01-124	\$3,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

Causes of loss – equipment breakdown DX T3 19

The insurance provided for loss or damage caused by or resulting from Equipment Breakdown is included in, and does not increase the Covered Property, Business Income, Extra Expense, and/or other coverage Limits of Insurance that otherwise apply under this Coverage Part.

COVERAGE EXTENSION:	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Spoilage	\$25,000	\$250,000

LIMITATIONS:	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Ammonia Contamination	\$25,000	\$250,000
Hazardous Substance	\$25,000	\$250,000

All Coverage Property Damage Deductible

Direct Damage to Covered Property	\$25,000
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Business Income & Extra Expense

Business Income and Extra Expense loss or expense caused by physical damage to covered property	72 Hours
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Utility services

	LIMITS OF INSURANCE
Direct Damage - in any one occurrence (See Utility Services – Direct Damage endorsement)	\$50,000

Coverage is provided for the following:

- Water Supply
- Communication Supply
- Power Supply

Coverage for Overhead Transmission Lines is: excluded.

Electronic Vandalism Limitation Endorsement DX T3 98

ELECTRONIC VANDALISM

LIMIT OF INSURANCE

Aggregate in any 12 month period of this policy:

\$10,000

ADDITIONAL COVERED PROPERTY DX T3 62

Prem#	Bldg#	Desc. Of Property	Limit Of Insurance
010	010	BUILDING COVERAGE: FENCES OUTSIDE OF BUILDINGS.	\$363,038
027	027	BUILDING COVERAGE: FENCES OUTSIDE OF BUILDINGS.	\$119,250
037	037	BUILDING COVERAGE: FENCES OUTSIDE OF BUILDINGS.	\$52,500
011	011	BUILDING COVERAGE: BRIDGES, ROADWAYS, WALKS, PATIOS OR OTHER PAVED SURFACES.	\$105,000
121	121	BUILDING COVERAGE: BRIDGES, ROADWAYS, WALKS, PATIOS, OR OTHER PAVED SURFACES	\$150,000
122	122	BUILDING COVERAGE: BRIDGES, ROADWAYS, WALKS, PATIOS, OR OTHER PAVED SURFACES	\$150,000

Public Sector Services Additional Coverage Endorsements

	LIMIT OF INSURANCE
Spoilage Coverage Extension DX T3 15	\$15,000
	LIMIT OF INSURANCE
Sewer or Drain Backup Amendment DX T4 45	\$100,000
	LIMIT OF INSURANCE
Law Enforcement Animals DX T4 46	
Any one law enforcement animal	\$25,000
All law enforcement animals – maximum per occurrence	\$50,000
	LIMIT OF INSURANCE
Public Entity Property Extensions DX T4 47	
Confiscated Property	\$100,000
Street Lights – each item	\$2,500
Street Lights – maximum per occurrence	\$312,500
Street Signs – each item	\$2,500
Street Signs – maximum per occurrence	\$312,500
Traffic Signs and Lights – each item	\$2,500
Traffic Signs and Lights – maximum per occurrence	\$312,500
Stadium Lights – per occurrence	\$2,500
Stadium Lights – maximum per occurrence	\$312,500

Deductibles

By Earthquake

PERCENTAGE OCCURENCE

01. in any one occurrence, at the following Building(s) numbered:
001-124
\$25,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations.

By Windstorm or Hail

At each of the following Building(s) numbered:
001-124

the following percentage applies: 1%

subject to the following minimum, in any one occurrence: \$100,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations above.

To “Electronic Data Processing Equipment”

in any one occurrence: \$1,000

To “Electronic Data Processing Data And Media”

in any one occurrence: \$1,000

To To "Outside Signs":

in any one occurrence: \$1,000

To Dx T4 46 Law Enforcement Animals:

in any one occurrence: \$1,000

Business Income

As respects Business Income Coverage, for which no other deductible is stated above or in the coverage description, a 72 hour deductible applies.

Any Other Covered Loss

in any one occurrence: \$25,000

Rating Basis

Total Rating Basis	\$67,526,826
Building Rate	0.21
Business Personal Property Rate	0.244
Time Element Rate	0.15
Premium for Policy Period	\$146,714

Note: The Premium shown above includes the premium charged for Equipment Breakdown coverage. The premium for Equipment Breakdown coverage is \$4,014.
If you elect not to purchase Equipment Breakdown coverage, please contact your Account Executive and a revised quote without Equipment Breakdown coverage will be sent to you.



Inland Marine coverage premium summary

Policy Number 630-0R284869

Miscellaneous Property Coverage Form CM T2 39

COVERAGE AND LIMITS OF INSURANCE

Covered property consists of the following when indicated by an 'X' below:

☒ **Scheduled items:**

☒ As shown on the most current schedule on file with us. The amount shown on such schedule for each item is the limit of insurance applying to that item.

Total limit of insurance for all scheduled items: \$1,093,405

COVERAGE EXTENSIONS	LIMITS OF INSURANCE
Fire Protective Systems:	\$75,000
Newly Acquired Property:	\$25,000
Preservation Of Property Expense:	\$5,000
Valuable Papers and Records:	\$50,000

ADDITIONAL COVERAGES:	LIMITS OF INSURANCE
Claim Data Expense:	\$5,000
Debris Removal Increased Limit:	\$75,000
Fire Or Police Department Service Charge:	\$25,000
Pollutant Cleanup And Removal:	\$25,000
Reward Coverage:	\$2,500

Deductible

Deductible applying to all covered loss or damage unless a more specific deductible for the covered loss is shown below or elsewhere in this proposal: \$1,000

Valuation

Actual Cash Value

Coinsurance

The following Coinsurance applies when indicated by an 'X':

☐ 100% ☐ 90% ☒ 80% ☐ No Coinsurance Applies

Premium

Premium:

\$3,236 Annual Premium

\$3,236 Term Premium

Minimum earned premium:

None

Other Terms and Conditions

CM T7 53 – Earth Movement Deductible

X

Dollar Deductible: \$50,000

CM T7 56 – Earth Movement Limitation – Described Property Or Locations		
SCHEDULE OF DESCRIBED PROPERTY OR LOCATIONS	EARTH MOVEMENT OCCURRENCE LIMIT OF INSURANCE	EARTH MOVEMENT ANNUAL AGGREGATE LIMIT OF INSURANCE
ALL COVERED PROPERTY	\$500,000	\$500,000

X

Dollar Deductible: \$50,000

CM T7 72 – Windstorm Or Hail Deductible

X

Dollar Deductible: \$25,000

CM T7 63 – Flood Exclusion

Contractors Equipment Coverage Form CM T2 42

COVERAGE AND LIMITS OF INSURANCE

Covered Property

Coverage consists of the following when indicated by an 'X':

☒

Scheduled Equipment

☒

As shown on the most current schedule on file with us. The amount shown on such schedule for each item of equipment is the limit of insurance applying to that item.

Total limit of insurance for all Scheduled Equipment:

\$4,096,295

☒

Unscheduled Owned Equipment

Total limit of insurance for all unscheduled owned equipment:

\$50,000

Limit of insurance for any one unscheduled owned item of equipment:

\$5,000

☒

Unscheduled Equipment Owned By Others

Limit of insurance for any one unscheduled item of equipment leased, rented, or borrowed from others:

\$100,000

Total limit of insurance for all items of Equipment in any one Occurrence:

\$4,246,295

Deductible

Deductible applying to all covered loss or damage indicated by an 'X' below unless a more specific Deductible for the covered loss or damage is shown elsewhere in this proposal:

☒

Dollar Deductible:

\$1,000

Valuation and Coinsurance

Valuation

The following Valuation applies to the applicable Covered Property:

Scheduled Equipment:
Actual Cash Value Valuation applies unless replaced by the Optional Valuation indicated by an X'.

Unscheduled Owned Equipment:
Actual Cash Value Valuation applies unless replaced by the Optional Valuation indicated by an X'.

Equipment Owned By Others:
The amount for which you are legally liable, not to exceed Replacement Cost.

Coinsurance

The following coinsurance applies to Scheduled Items when indicated by an 'X':

☐ 100% ☐ 90% ☒ 80% ☐ No Coinsurance Applies

Premium

The following Premium options apply when indicated by an 'X':

☒ **Scheduled and Unscheduled Owned Equipment**

☒ Non Reporting
Premium \$12,895

☐ Premium Adjustment
Premium Base Values
Estimated Premium Base Amount
Annual Rate Per \$100
Inception Premium
Adjustment Rate Per \$100

☒ **Leased Or Rented From Others**

☒ Non Reporting
Premium \$361

☐ Premium Adjustment
Premium Base Values
Estimated Premium Base Amount
Inception Premium
Adjustment Rate Per \$100

Total Premium Due At Inception: \$13,256

Other Terms and Conditions

CM B0 97 - Contractors Equipment Supplemental Declarations

COVERAGE EXTENSIONS	LIMIT OF INSURANCE
Business Personal Property In Job Trailers:	\$10,000
Document And Data Restoration Costs:	\$50,000
Fire Protective Systems:	\$75,000
Hauling Property Of Others:	\$100,000
Newly Acquired Equipment - Per Item:	\$250,000
Rental Costs:	
Any One Item:	\$5,000
Any One Occurrence:	\$25,000
Upgrades To Covered Property:	\$25,000

ADDITIONAL COVERAGES	LIMIT OF INSURANCE
Claim Data Expenses:	\$5,000
Continuing Rental Payments:	
Any One Item:	\$5,000
Any One Occurrence:	\$25,000
Contract Penalty:	\$25,000
Debris Removal Increased Limit:	\$75,000
Employee Tools, Equipment And Clothing:	
Any One Item:	\$1,000
Any One Employee:	\$2,500
Any One Occurrence:	\$5,000
Errors Or Unintentional Omissions:	\$100,000
Expediting Expenses:	\$25,000
Expendable Supplies:	\$10,000
Fire Or Police Department Service Charge:	\$25,000
Lost Warranty Or Service Contract:	\$10,000
Pollutant Clean Up And Removal:	\$25,000
Preservation Of Property Expense:	\$50,000
Reward Coverage:	\$2,500
Tracking System Deductible Waiver Amount:	\$10,000

CM B0 99 - Contractors Equipment Deductible Schedule

The following specific Deductible(s) apply to loss or damage to the type of property, or to loss or damage by the cause of loss, as indicated by an 'X' below:

☒ **Earth Movement Deductible:**

☒ Dollar Deductible: \$50,000

☒ **Windstorm Or Hail Deductible:**

☒ Dollar Deductible: \$25,000

CM U3 67 – Earth Movement Limitation – Described Property or Locations

SCHEDULE OF DESCRIBED PROPERTY OR LOCATIONS	OCCURRENCE LIMIT OF INSURANCE	ANNUAL AGGREGATE LIMIT OF INSURANCE
ALL COVERED PROPERTY	\$1,000,000	\$1,000,000

CM U3 50 – Flood Exclusion

Gross Premium: \$16,492

Electronic Vandalism Limitation And Other Changes CM U6 17

ELECTRONIC VANDALISM	LIMIT OF INSURANCE
Aggregate in any 12 month period of this policy:	\$10,000



Commercial Auto Physical Damage

Policy Number BA-0R284869

Option 1

Gross Premium \$82,767

COVERAGE	VALUATION	UNITS	DEDUCTIBLE
Symbol 7			
Comprehensive	Actual Cash Value	17	\$10,000
Comprehensive	Actual Cash Value	169	\$1,000
Comprehensive	Actual Cash Value	15	\$25,000
Collision	Actual Cash Value	17	\$10,000
Collision	Actual Cash Value	169	\$1,000
Collision	Actual Cash Value	15	\$25,000

Miscellaneous Items

DESCRIPTION
Hired Auto Physical Damage-Loss Of Use-Comprehensive/Collision-Deductible: \$1,000/\$1,000
Lessor - Additional Insured And Loss Payee
Bancleasing, Llc
Bankfirst Financial Services Atima
Eaglemark Savings Bank
Enterprise Fm Trust
Ingram Equipment Company Llc
Stated Amount Insurance

Amendments

DESCRIPTION
Public Entity Auto Extension

Federal Terrorism Risk Insurance Act Disclosure

The Federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is 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.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

Account summary

Premium summary

COVERAGE	POLICY NUMBER	PREMIUM
Deluxe	630-0R284869	\$146,714
Inland Marine	630-0R284869	\$16,492
Auto Physical Damage	BA-0R284869	\$82,767
Total		\$245,973

Note: The estimated premium shown in the Premium Schedule and Quote Options, if any, may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding. Estimated taxes and surcharges may differ depending on selection of Quote Options, if any.

IMPORTANT NOTE REGARDING ACCOUNT MINIMUM PREMIUM

The lines of business shown in the Premium Schedule and Quote Options, if any, are subject to a \$5,000 account minimum premium. If the line(s) of business selected for binding do not total at least \$5,000, then the premiums shown for those lines of business will be adjusted to total \$5,000.

Payment plan

Agency Bill - Quarterly

Bill Payment Options can be found at: Travelers.com/AutoPay

Note: The amount of each installment will be reflected on your policy invoicing.

Account summary

Disclosure

Unless accepted, the offer(s) of insurance contained in this proposal expire(s) automatically thirty (30) days after the proposal date referenced on the cover page, or the proposed effective date if earlier. This proposal is not a binding contract of insurance. If you have questions regarding this proposal, please contact your Travelers Representative.

The following outlines the coverage forms, limits of insurance, policy endorsements and other terms and conditions provided in this proposal/quote. Any policy coverages, limits of insurance, policy endorsements, coverage specifications, or other terms and conditions that you have requested that are not included in this proposal/quote have not been agreed to by Travelers. Please review this proposal/quote carefully and if you have any questions, please contact your Travelers representative.

This proposal/quote does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in the claim or loss and any applicable law.

Please note that changes in the exposures, limits, or coverages may result in changes in rates and/or account pricing. Additionally, due to the expense of processing and servicing this account, in the event this quote is not accepted in its entirety, we reserve the right to reprice and reunderwrite this quote.

The policies will also be subject to all state-mandated endorsements.

At our discretion, we may decide to perform an interim test audit during the upcoming policy period to verify the adequacy of the exposure estimates that have been provided to us. If we decide to perform an interim test audit, a Travelers Auditor will contact the insured at the appropriate time to set up an appointment. The results of any interim test audit that we perform will be shared with you as soon as possible after the audit report has been completed.

As Broker/Agent you will be responsible for being aware of and complying with the various legal requirements associated with countersignature in various jurisdictions covered in the policies.



Property coverage form index

Policy Number 630-0R284869

Coverage and amendments

DESCRIPTION	FORM NUMBER
TABLE OF CONTENTS - DELUXE PROP COV PART	DX 00 04
DELUXE PROP COV PART DECLARATIONS	DX T0 00
DELUXE PROPERTY COVERAGE FORM	DX T1 00
DELUXE BI (AND EE) COVERAGE FORM	DX T1 01
CAUSES OF LOSS-EARTHQUAKE	DX T3 01
SPOILAGE COVERAGE EXTENSION	DX T3 15
CAUSES OF LOSS-EQUIPMENT BREAKDOWN	DX T3 19
WINDSTORM OR HAIL DEDUCTIBLE	DX T3 37
ADDITIONAL COVERED PROPERTY	DX T3 62
UTILITY SERVICES-DIRECT DAMAGE	DX T3 85
ELECTRONIC VANDALISM LIMIT & OTHER CHANG	DX T3 98
FEDERAL TERRORISM RISK INSURANCE ACT DIS	DX T4 02
LIMITED SEWER DRAIN BACK-UP COVERAGE	DX T4 45
LAW ENFORCEMENT ANIMALS	DX T4 46
PUBLIC ENTITY PROPERTY EXTENSIONS	DX T4 47
DIGITAL ASSETS EXCLUSIONS	DX T5 21

Package common coverage form index

Policy Number 630-0R284869

630 Common coverage and amendments

DESCRIPTION	FORM NUMBER
MISSISSIPPI CHANGES	IL F0 90
COMMON DEC	IL T0 02
LOCATION SCHEDULE	IL T0 03
ACTUAL CASH VALUE	IL T0 63
COMMON POLICY CONDITIONS-DELUXE	IL T3 18
EXCLUSION OF CERTAIN COMPUTER LOSSES	IL T3 55
EXCL OF LOSS DUE TO VIRUS OR BACTERIA	IL T3 82
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12
CAP ON LOSSES FROM CERT ACTS OF TERRORIS	IL T4 14
ADDITIONAL BENEFITS	IL T4 27
PROTECTION OF PROPERTY	IL T4 40
COMMON DEC/LOCATION INFORMATION END	IL T8 02
MS CHANGES-CANCELLATION AND NONRENEWAL	IL T9 43
FLOOD POLICYHOLDER NOTICE	PN T0 53
JURISDICTIONAL INSP & CONTACT INFO REQ	PN T1 89
IMP NOTICE-AGENT & BROKER COMPENSATION	PN T4 54



Inland Marine coverage form index

Policy Number 630-0R284869

Coverage and amendments

Inland Marine

DESCRIPTION	FORM NUMBER
COMMERCIAL INLAND MARINE CONDITIONS	CM 00 01
MISC PROPERTY COVERAGE FORM DEC	CM B0 72
CONTRACTORS EQUIPMENT COVERAGE FORM DEC	CM B0 96
CONTRACTORS EQUIPMENT SUPPLEMENTAL DEC	CM B0 97
CONTRACTORS EQUIPMENT DEDUCTIBLE SCHED	CM B0 99
TABLE OF CONTENTS	CM T0 11
MISCELLANEOUS PROPERTY COVERAGE FORM	CM T2 39
CONTRACTORS EQUIPMENT COVERAGE FORM	CM T2 42
FEDERAL TERRORISM RISK INSURANCE ACT DIS	CM T3 98
EARTH MOVEMENT DEDUCTIBLE	CM T7 53
EARTH MVMNT LIMIT-DESCRIBED PROP OR LOCS	CM T7 56
FLOOD EXCLUSION	CM T7 63
WINDSTORM OR HAIL DEDUCTIBLE	CM T7 72
LOSS PAYABLE PROVISIONS	CM T8 94
FLOOD EXCLUSION	CM U3 50
WINDSTORM OR HAIL DEDUCTIBLE	CM U3 59
EARTH MOVEMENT DEDUCTIBLE	CM U3 65
EM LIMITATION-DESC PROP OR LOCS	CM U3 67
ELECTRONIC VAND LIMITATION & OTHER CHGS	CM U6 17
DIGITAL ASSETS EXCL - DIGITAL CURRENCY	CM U6 41

Commission summary

COVERAGE	POLICY NUMBER	COMMISSION
Deluxe	630-0R284869	15.00 %
Inland Marine	630-0R284869	15.00 %
Auto Physical Damage	BA-0R284869	15.00 %

Note: *It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.*

* Commission percentage displayed does not apply to any North Carolina Reinsurance Facility loss recoupment surcharge amounts included in the liability premium of the Commercial Auto Policy, if applicable.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.



**SUPPLEMENTARY COMMERCIAL AUTOMOBILE APPLICATION
UNINSURED MOTORIST COVERAGE**

MISSISSIPPI

City of Starkville (To be completed and signed by Named Insured)
NAME: 110 W MAIN St. STARKVILLE, MS 39759
ADDRESS:

Miss. Code Ann. §83-11-101 provides that no automobile liability insurance policy shall be issued unless it contains provisions undertaking to pay the insured all sums which the insured shall become legally entitled to recover as damages for (1) bodily injury or death and (2) property damage from the owner or operator of an uninsured motor vehicle, within limits which shall be no less than those set forth in the Mississippi Motor Vehicle Safety Responsibility Law, as amended, under provisions approved by the Commissioner of Insurance.

The Code also provides that the insured named in the policy is permitted to reject such coverage in writing, either in its entirety or partially, that is, the damage for bodily injury or death and the property damage coverage may be rejected or the property damage coverage only may be rejected. The law does not allow you to reject the damage for bodily injury or death and elect only the property damage coverage.

Uninsured Motorist ("UM") insurance is recoverable by you under your own policy should the owner or operator of an uninsured or underinsured vehicle be found to be legally at fault for injuries or damages sustained by you. Your rejection of UM insurance would mean that you would not be covered by your insurance company for damages sustained by you from an owner or operator of an uninsured or underinsured vehicle. The selection or rejection of this coverage in whole or in part should be made by you after knowingly and intelligently considering the matter.

The rejection/selection indicated below shall apply to this policy and all future renewals of such policy. The rejection or selection indicated below shall also apply to all future policies issued to you by this Company because of a change of vehicle or coverage, or because of an Interruption of Coverage, until you notify the Company in writing that you are electing to add UM coverage to your policy. It is your responsibility to notify your Company if it is your intention to change the coverage requirements.

UNINSURED MOTORIST COVERAGE

Your automobile liability policy shall automatically include Uninsured Motorist Bodily Injury and Property Damage Coverage at limits equal to the bodily injury and property damage liability policy limits unless you: 1) reject all or part of the coverage; or, 2) select lower limits, but not less than the minimum required limits of \$75,000 each accident Combined Single-limit (CSL); or \$25,000 each person/\$50,000 each accident for bodily injury and \$25,000 each accident for property damage.

Non-stacked (inter-policy stacking only) coverage will apply to all *non-individual* commercial insureds. For *individual* commercial insureds with less than 4 vehicles, stacking will apply. Stacking will also apply to *individual* commercial insureds with four (4) or more vehicles, unless you make a valid selection of Non-stackable (inter-policy stacking only) Uninsured Motorist Coverage on the separate Mississippi Non-Stacking Uninsured Motorist Insurance For Policies Covering an Individual Named Insured with Four (4) Or More Vehicles form (UI MS 11).

I understand that my coverage selection or rejection indicated above shall apply to the policy in effect at the time this form is executed and all future renewal policies until I notify the Company IN WRITING of any changes.

My signature below, and/or payment of any premium, evidences my actual knowledge and understanding of the availability of these benefits and limits as well as the benefits and limits I have selected, rejected or accepted by default.

I hereby warrant, by my signature below, that I have specific authority by any corporation or other party named as a named insured to select or reject uninsured motorist coverage on behalf of the corporation or other party for whom this selection is made.

 SIGNATURE OF NAMED INSURED	DATE
Lynn Spruill NAMED INSURED (PRINT)	5/19/26 POLICY NUMBER (if available):

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 6/1/2026, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
☒ Accept ☐ Reject	Package
	Travelers Property Casualty Co of America
Included	TRIA
☒ Accept ☐ Reject	Automobile Physical Damage
	The Travelers Indemnity

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

☐ WDBB Quote presented

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct

Coverages for Consideration

Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

- Wind Deductible Buyback quote

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: City of Starkville
Print Name (Specify Title)

City of Starkville
Company

[Signature]
Signature

Date: 5/19/26

Appendix

18. REQUEST AUTHORIZATION TO PLACE JOHN WES CANTRELL, JALIL CLEMONS, MERIDETH GREGG, AND HAYES MCMULLEN ON A LIST OF POTENTIAL NON-CERTIFIED AND/OR CERTIFIED FIREFIGHTER HIRES FOR 90 DAYS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval to place John Wes Cantrell, Jalil Clemons, Merideth Gregg, and Hayes McMullen on a list of potential non-certified and/or certified firefighter hires for 90 days” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO HIRE LUCAS EVERITT AS A METER TECHNICIAN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Lucas Everitt as a meter technician in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO HIRE BARRET BOX AS A WATER TREATMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Barret Box as a water treatment operator in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION TO HIRE ANDREW “DREW” WIGGINGTON AS POLICE OFFICER – I IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Andrew “Drew” Wiggington as police officer – I in the Starkville police department ” is enumerated, this consent item is thereby approved.

22. 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 LIST: 49 CHOCTAW RD, 111 LEFLORE, 112 LEFLORE, AND 113 LEFLORE

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of 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 list: 49 Choctaw Rd., 111 Leflore, 112 Leflore, and 113 Leflore” is enumerated, this consent item is thereby approved.

23. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM HYDRA SERVICE, INC. IN THE AMOUNT OF \$74,789.00 FOR AN 8” GODWIN PUMP AT INFLUENT PUMP STATION AT THE WASTEWATER TREATMENT PLANT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval to accept the low quote from Hydra Service, Inc. in the amount of \$74,789.00 for an 8” Godwin pump at influent pump station at the wastewater treatment plant” is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION TO APPROVE CHANGE ORDER #1 WITH CHEMPRO FOR ADDITIONAL HERBICIDE SPRAYING FOR ADDITIONAL AREAS INCLUDING: WASTEWATER TREATMENT PLANT, TRIM CANE LAGOON, ELECTRIC SUBSTATIONS, OPS CENTER, ELECTRIC DIVISION PAD MOUNT TRANSFORMERS, AND ELECTRIC DIVISION ROW TREATMENT IN THE AMOUNT OF \$30,135.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of change order #1 with Chempro for additional herbicide spraying for additional areas including: wastewater treatment plant, trim cane lagoon, electric substations, ops center, electric division pad mount transformers, and electric division row treatment in the amount of \$30,135.00” is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF ACCEPTING THE LOW BID FOR THE CURRY STREET GENERATOR (MATERIAL ONLY) FROM TAYLOR POWER SYSTEMS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the low bid for the curry street generator (material only) from Taylor Power Systems” is enumerated, this consent item is thereby approved.

Change Order

No. 1

Date of Issuance: 5/19/2026

Effective Date: 5/20/2026

Project: 2026 Utility Easement Spraying	Owner: City of Starkville	Owner's Contract No.: 260002
Contract: 2026 Utility Easement Spraying	Date of Contract: 03/02/26	
Contractor: ChemPro Services, Inc.	Contractor's Proposal No.:	

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

Description:

Electric Transformer Spraying, WWTP Weed Control, Ops Center, NRC Laydown Yard, Lagoon Spraying, Electric Easement Locations

Reason for Change Order: Additional areas of herbicide spraying to include: SED transformers; SED substations, WWTP and Trim Cane lagoon spraying; Ops Center spraying; NRC Laydown; WWTP Lagoon spraying; Electric Powerline ROW Treatment

Attachments (list documents supporting change):

Quote – 2026 Underground Transformers \$5,625

Quote – 2026 WWTP Weed Control \$6,250

Quote – 2026 Electric Department and Ops Center \$5,045

Quote – 2026 NRC Laydown \$1,700

Quote – 2026 Lagoon Treatment \$4,900

Quote – Electric Powerline ROW Treatment \$6,615

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$19,852.00

Increase from previously approved Contract to No. 1:

\$0.00

Contract Price prior to this Change Order:

\$19,852.00

Increase of this Change Order:

\$30,135.00

Contract Price incorporating Change Order:

\$49,987.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Increase from previously approved Change Orders to No. 1:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Increase of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

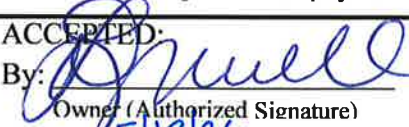
RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: 

Owner (Authorized Signature)

Date: 5/19/26

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

26. REQUEST AUTHORIZATION TO EXECUTE THE CONTRACT EXTENSION WITH S & S LINE SERVICE TO EXTEND THE AGREEMENT FOR ONE YEAR AT THE SAME CONTRACT AMOUNT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval to execute the contract extension with S & S Line Service to extend the agreement for one year at the same contract amount” is enumerated, this consent item is thereby approved.

27. CONSIDERATION OF APPROVAL OF CHANGE ORDER #2 FOR A PRICE INCREASE OF \$5,370.00 FOR THE INFLUENT LIFT STATION REHABILITATION PROJECT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of change order #2 for a price increase of \$5,370.00 for the influent lift station rehabilitation project” is enumerated, this consent item is thereby approved.

28. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$28,850.00 FOR INSTALLATION OF A NEW 10” CHECK VALVE AT ACADEMY WELL.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Bill Young in the amount of \$28,850.00 for installation of a new 10” check valve at Academy well” is enumerated, this consent item is thereby approved.

29. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$42,525.00 FOR REPLACEMENT OF TWO 6” CONTROL VALVES AT ACADEMY WELL.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Bill Young in the amount of \$42,525.00 for replacement of two 6” control valves at Academy well” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill introduced new employees Ivan Ruiz, Halli Powers, and Michael Hunter with the Police Department and Ryan Minor with the Street Department. Mayor Spruill noted the trash pickup schedule for the Memorial Day holiday. Mayor Spruill noted that the City was losing a valued member of our community and of our City. She thanked Cody Burnett for his years of service to the City and for all the great things he has done with his time at the City. She noted that he would be missed and wished him well with his future endeavors.

**ELECTRIC LINE RIGHT OF WAY LINE CLEARING SERVICES
CONTRACT EXTENSION**

This extension made the 19th of May, 2026 between the Owner:

City of Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39670-0927

and the Contractor:

S & S Line Service, Inc.

P.O. Box 485

Laurel, MS 39441

Of the original agreement dated the ____ of _____, 202__ between the Owner:

City of Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39670-0927

and the Contractor:

S & S Line Service, Inc.

P.O. Box 485

Laurel, MS 39441

SECTION 1 TERM OF CONTRACT EXTENSION

- A. This Extension shall extend the term of the original Agreement for an additional one (1) calendar year. The extended term shall commence immediately upon expiration of the current Agreement term, provided that: (i) this Extension has been executed by both parties; (ii) the insurance required under Article 9 of the Agreement is in full force and effect; and (iii) the Contractor has provided the Owner with a certificate of insurance evidencing such coverage

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.

ATTEST:

Janna Mya

CITY OF STARKVILLE UTILITIES

SIGNATURE: [Signature]

NAME: Lynn Spruill

TITLE: Mayor

DATE: 5/19/26

CONTRACTOR

ATTEST:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

CHANGE ORDER

(Instructions on reverse side)

No. 2

PROJECT: City of Starkville Influent Pump Station Rehabilitation

DATE OF ISSUANCE: May 12, 2026 EFFECTIVE DATE: _____

OWNER: City of Starkville Mississippi

OWNER's Contract No. MS-21497

CONTRACTOR: Hemphill Construction Co, Inc. ENGINEER: Clearwater Consultants, Inc.

You are directed to make the following changes in the Contract Documents.

Description: Purchase and Install 24-inch mega flange on emergency force main connection at influent pump station

Reason for Change Order: To correct orientation of existing ductile iron pipe flange allowing the new piping to be installed in the same level plane. The existing pipe flange was not installed in the standard orientation.

Attachments: (List documents supporting change): Contractor's quote for providing and installing the mega flange on the existing piping.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>1,481,630.00</u>	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days or dates
Net changes from previous Change Order No: <u>-</u> to No: <u>1</u> \$ <u>- 57,950.00</u>	Net change from previous Change Orders No: _____ to No: _____ N/A Days
Contract Price prior to this Change Order \$ <u>1,423,680.00</u>	Contract times prior to this change order Substantial Completion: _____ N/A Ready for final payment: _____ N/A days or dates
Net increase of this Change Order \$ <u>5,370.00</u>	Net Increase (decrease) of this Change Order N/A Days
Contract Price with all approved Change Orders \$ <u>1,429,050.00</u>	Contract Times with all approved Change Orders Substantial Completion: <u>/</u> N/A Ready for final payment: _____ N/A days or dates

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 5-12-26

APPROVED:

By: [Signature]
Owner (Authorized Signature)

Date: 5/19/26

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

EJCDC No. 1910-8-B (1990 Edition)

Prepared by the Engineers joint Contract Documents Committee and endorsed by The Associated General Contractors of America

SUPPLEMENTAL AGREEMENT

HEMPHILL CONSTRUCTION CO. INC.

P.O. DRAWER 879

FLORENCE, MS 39073

PROJECT NAME / NO.

Starkville Influent Pump Station

Starkville, MS

DATE:

Wednesday, April 01, 2026

MODIFICATION NO.

2**COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK**

ITEM NO.	DESCRIPTION	QUANTITY (estimated)	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
1	Supply & Install a 24" Megaflange on Existing Flanged Pipe at Bypass Port.	1.00	LS	\$ 5,370.00	\$ 5,370.00

LABOR	EQUIPMENT	RENT	MATERIAL	SUBCONTRACT	SUBTOTAL COST
\$ 2,907.52	\$ 534.50	\$ -	\$ 2,490.83	\$ -	\$ 5,932.85
CONTRACTOR'S TAX OF TOTAL AMOUNT @				3.50%	\$ 257.95
CONTRACTOR'S BOND OF TOTAL AMOUNT @				1.00%	\$ 73.70
CONTRACTOR'S NET FEE OF TOTAL AMOUNT @				15.00%	\$ 1,105.50
CREDIT FOR 16" FLANGED PIPE IN DRY PIT					\$ (2,000.00)
TOTAL AMOUNT:				\$	5,370.00
PRICE PER UNIT:				\$	5,370.00

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

Supply & Install a 24" Megaflange on Existing Flanged Pipe at Bypass Port.

Labor

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	Foreman	1	EA	\$ 42.85	10	\$ 428.50
2	Master Labor	1	EA	\$ 36.55	10	\$ 365.50
3	Skilled Labor	2	EA	\$ 28.80	10	\$ 576.00
4	Unskilled Labor	2	EA	\$ 25.90	10	\$ 518.00
SUBTOTAL:						\$ 1,888.00
LABOR BURDEN:					54.00%	\$ 1,019.52
TOTAL:						\$ 2,907.52

EQUIPMENT - OPERATING

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	3/4 Ton Pickup (10 hr daily min.)	1	EA	\$ 33.45	10	\$ 334.50
2	Utility Trailer (10 hr. daily min.)	1	EA	\$ 10.00	10	\$ 100.00
3	Misc. Small Tools (10 hr. daily min.)	1	EA	\$ 10.00	10	\$ 100.00
4	CAT 308 Excavator	1	EA	\$ 76.90	7	\$ 538.30
TOTAL:						\$ 534.50

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION	QUANTITY (estimated)	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
1	Supply & Install a 24" Megaflange on Existing Flanged Pipe at Bypass Port.	1.00	LS	\$ 5,370.00	\$ 5,370.00

EQUIPMENT - STANDBY

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
						\$ -
TOTAL: \$						-

RENTAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/DY	HOURS	TOTAL
						\$ -
TOTAL: \$						-

MATERIAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	24" Megaflange	1	EA	\$ 2,490.83	\$ 2,490.83
TOTAL: \$					2,490.83

SUBCONTRACT

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	HOURS	TOTAL
1						\$ -
TOTAL: \$						-

BOARD OF ALDERMEN COMMENTS: Alderman Moreland noted that she was proud for Cody and how excited for him for what his future holds. Alderman Sistrunk noted that she remembers when he came to the City. She stated to have watched how Mr. Burnett has evolved as an engineer and as a department head and all the wonderful things he has done for the City. Alderman Skinner stated that in the limited time he has gotten to be around Mr. Burnett and work with him has been great. He noted that he appreciated all the help Mr. Burnett has given to himself and he wished all the best of luck for Mr. Burnett. Alderman Brooks noted that he appreciates everything Mr. Burnett has done for him and the City. He stated that Mr. Burnett has always shown a lot of vision. He stated that he wished Mr. Burnett the best of luck in the future and he would certainly be missed. Alderman Pochop noted that he has not been able to spend much time with Mr. Burnett but he had always answered his calls. He noted that as a fellow drummer and disc golfer he hated that he will not get the chance to improve his record against Mr. Burnett before he leaves. Vice Mayor Perkins thanked Mr. Burnett for all of his distinguished service that he has provided and rendered to the City of Starkville. Vice Mayor Perkins noted that he remembers when the Board was preparing to fill the position of City Engineer and that being familiar with his qualifications, background, wisdom, knowledge, and experience of Mr. Burnett. He noted that he was a very strong advocate for him to get the position. Vice Mayor Perkins stated that Mr. Burnett has continued to perform very well. He noted that Mr. Burnett has shown great leadership with his department and knows that level of professionalism will continue to follow him. Vice Mayor Perkins thanked Mr. Burnett for all of the contributions he has made to the City, including Ward 6, and wished him good luck and thanked him for his time here with the City. Alderman Vaughn noted that he would miss their rides through the City. Alderman Vaughn commended Mr. Burnett and stated that he did not always have to be out front to be seen. He noted that Mr. Burnett did a lot of marvelous and great things for the City and that he would miss his work around the City. Alderman Vaughn noted that he would miss their friendship. Mr. Burnett reflected on the past 13 years of working with the City. He thanked the previous Board for hiring him as the Engineering Department head, and the current Board for believing in him and allowing his department to do the projects they have, he thanked the Department Head's and his Department. He noted that the City would be left in great hands with Chris Williams and Stephen Kachelman.

CITIZEN COMMENTS: Alvin Turner, Ward 7, expressed concern about Conerstone Park not being a safe place to go. He noted that a large truck was blocking Lafayette Street and that you could not get down the street. Laurel Lynn Rowse, Ward 3, noted that the utility assistance program that is being rescinded on the agenda has good intentions to help the lower income families. She encouraged the Board to look into other methods to help with the program. Sandra Ware stated that she was still concerned about the buses speeding down Sadie Ware Street. She noted that she had spoken with the superintendent, and he viewed the footage and confirmed the driver was speeding. She stated that the driver was still speeding down the street as of last week and that she had reached out to the Police Chief and asked them to patrol the area. Darlene Hassin stated she saw a notice for a public hearing for 201 Ruth Road. She stated that she wanted to let the Mayor and Board know of a colony of cats that live in the area and asked if animal control could try and trap and remove the cats safely. Walter Okhuysen noted that his property's were added to the consent agenda and the Mayor noted that it had been reported that his property's had been mowed and the City would no longer be taking action.

PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 201 RUTH RD, STARKVILLE, MS 39759 WITH THE PARCEL NUMBER OF 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Code Enforcement Officer Michael Harvey presented under Miss. Code Ann. § 21-19-11 to determine whether the property located at 201 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

Initial inspection of 201 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 was performed by Code Enforcement Officer Michael Harvey on April 8, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as significant roof damage with missing shingles and holes in multiple spots of the roof. Both the north and south side of the building there appears to be missing and damaged fascia. There is some overgrown vegetation on the west side of the building. This is causing many issues for the neighboring properties, such as the appearance of the neighborhood and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected. A Notice of Violation was mailed to PRISOCK ROBERTA F ETAL, the owner of 201 RUTH RD, on April 8, 2026 by Ofc. Harvey. A second inspection was conducted on Ofc. Harvey on April 23, 2026. Notice of the Public Hearing was posted on the front entrance window at City Hall and on the property on April 23, 2026. A Notice of Public Hearing was mailed on April 23, 2026, to the property taxpayer/owner, PRISOCK ROBERTA F ETAL. Taxpayer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

Mayor Spruill explained this property had been brought to the previous Board prior to Alderman Skinner and Alderman Pochop. She noted that the City went through the court process and this particular 21-19-11 action is not tolled while you are in court, and this is why it is being brought back to the Board. She noted that nothing has been done to the property to make any improvements. Vice Mayor Perkins stated that recalled the history of this property. He noted that the code enforcement officer had met all of the notice requirements that is required for the hearing. He noted that the property owner was in attendance of the hearing and that the administrative inspection warrant was obtained from the City's municipal judge to have the necessary legal access to the property and there were photo's that were taken from the road which is legally permissible. He stated that the property clearly falls within the meaning of dilapidated structure as defined within the statutory provision. Mr. Prisoek addressed the Board stating that his appeal of the previous board action roughly two years ago was ongoing. He raised issues raised in his appeal of the previous board action, primarily relating to his claim that code enforcement trespassed on his property back in 2023. Prisoek stated that as of today he has not received anything from the court. Mr. Prisoek noted that his attorney passed last fall and the court is required to provide him the ruling. He stated that it was mailed to a nonexistent address. He stated spoke about motions he had filed in his previous appeal Prisoek asked questions of the City attorney about his previous appeal. Mr. Huskison stated that this was a new proceeding and it was starting over the process over again. Mayor Spruill noted that it has been litigated and this was new. Prisoek requested a copy of the

affidavit for the search warrant.

Mayor Spruill opened the Public Hearing to the public.

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

Vice Mayor Perkins noted with the evidence that was presented, including having heard from the property owner, and confirming that notice of requirements have been met, this property met requirements of the statute.

30. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 201 RUTH RD, STARKVILLE, MS 39759 WITH THE PARCEL NUMBER OF 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Upon the motion of Alderman Moreland, duly seconded by Alderman Sistrunk, and adopted by the Board to approve under Miss. Code Ann. § 21-19-11 to determine whether the property located at 201 Ruth Rd, Starkville, MS 39759 with the parcel number of 159J-00-028.01, 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. The Board voted as follows:

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

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

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at <https://www.cityofstarkville.org/> under the City Ordinances then Unified Development Code.

16.1 Nuisance

16.1.1 General Nuisance

16.1.2 Nuisance Prohibited

16.1.3 Nuisance Violation

A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

(1) To determine whether property or parcel of land located within a municipality is in such a state of 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.

201 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 (Property Link)

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 4/28/2026

Tax Year 2025
Records Last Updated 4/27/2026

PROPERTY DETAIL			
OWNER	PRISOCK ROBERTA F ETAL	ACRES	1.65
	64 LAKESIDE RD	LAND VALUE	10480
		IMPROVEMENTS	1000
	STARKVILLE MS 39759	TOTAL VALUE	11480
		ASSESSED	1722

PARCEL 159J-00-028.01

ADDRESS **NA**

TAX INFORMATION			
YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	94.90	94.90	0.00
CITY	58.55	58.55	0.00
SCHOOL	114.19	114.19	0.00
TOTAL	267.64	267.64	0.00

LAST PAYMENT DATE 12 / 30 / 2025

MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	PT LOT 24 LOT 25 & 26 CLAYTON
HOMESTEAD CODE	None		VILLAGE
TAX DISTRICT	2110		MAP 159J DB/PG 366/298 2014/70
PPIN	010697		05
SECTION	32		B 2014 P 7005 10/24/2014
TOWNSHIP	19N		
RANGE	15E		
Book	2014	Page	7005

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
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](#)

The photographs below were taken from the public view at the city road by Ofc. Harvey at the first inspection on April 7, 2026 at 0840hrs.



(Call Card)

Call #	26-010954		Dispatcher	HARVEY, M		
Date/Time	04/07/2026 08:40:39		Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT		Zone			
How Rcvd	OFFICER INITIATED					
Sent To Dispatch						
Location Address	201 RUTH RD					
Officer Information						
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number	
HARVEY, M	08:40:39	08:40:39	08:41:35			
Notes						
4/7/2026 8:40:53 AM	HARVEY, M	PHOTOS TAKEN FROM ROADWAY				

Violation Notice issued



MISSISSIPPI'S COLLEGE TOWN

City of Starkville
110 W Main Street
Starkville, MS 39759

NOTICE OF VIOLATION

Violation Address:
201 RUTH RD ,
STARKVILLE, MISSISSIPPI, 39759

Date: April 8, 2026
Case Number: CE-26-68
Parcel Number: 158J-00-028.01

Name: PRISOCK ROBERTA F ETAL
Owner Address: 64 LAKESIDE 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 **April 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 (862) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

3.19.5.F	UDC 3.19.5.F Property or Parcel is a Menace to the Public Health Safety and Welfare	1. Upon verification of the alleged violation by the Building Official, the Code Enforcement Officer shall provide a notice to the property owner of a public hearing with the Board of Aldermen in compliance Miss. Code Ann. § 21-19- 11. 2. If the subject property or parcel of land is found by the Board of Aldermen to be in such condition as to be a menace to the public health, safety, and welfare of the community, the Board of Aldermen may issue a judgment against the responsible persons or parties, which may result in but is not limited to Remedies and Penalties found in section 3.19.6.
304.1	IPMC 304.1 General	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
304.1.1	IPMC 304.1.1 Unsafe conditions	The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1.The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength. 2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects. 3.Structures or components thereof that have reached their limit state. 4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight. 5.Structural members that have evidence of deterioration or that are not

capable of safely supporting all nominal loads and load effects. 6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects. 9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects. 10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 12.Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 13.Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

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 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.

By the following date said violation is to be corrected:
April 22, 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.

PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE, MS 39759

April 23, 2026

NOTICE

PARCEL NUMBER: 159J-00-028.01
201 RUTH RD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **MAY 19, 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.

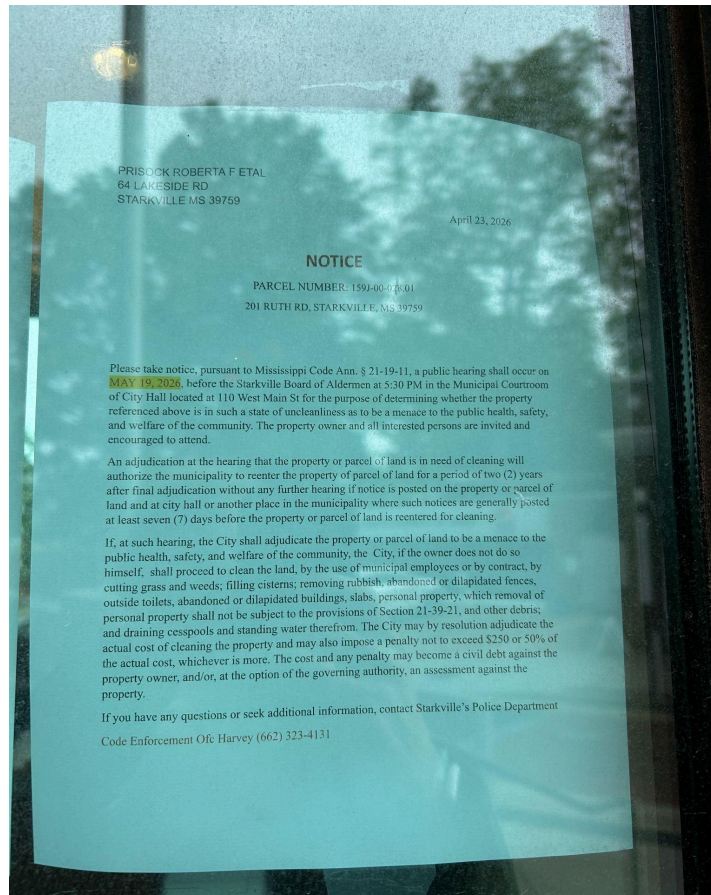
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land 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 April 23, 2026, of the Public Hearing Notice posted in the front window at City Hall.

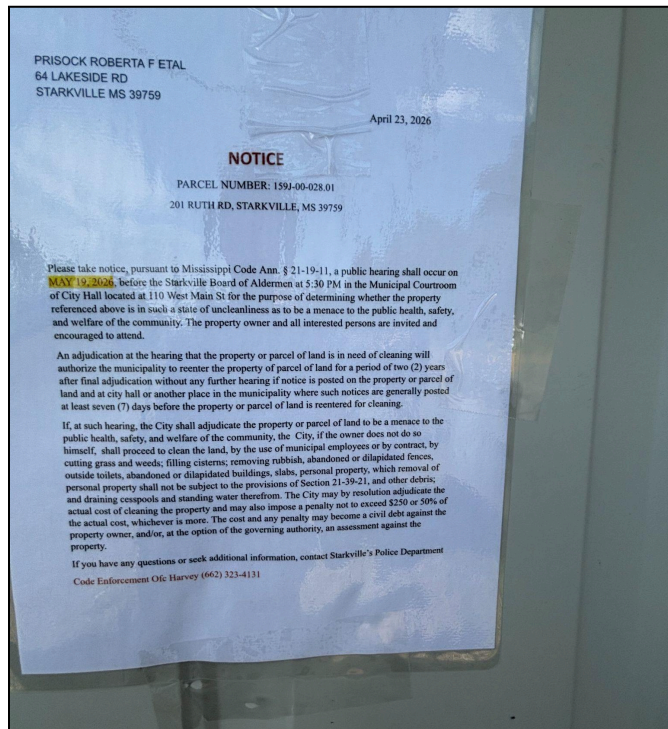
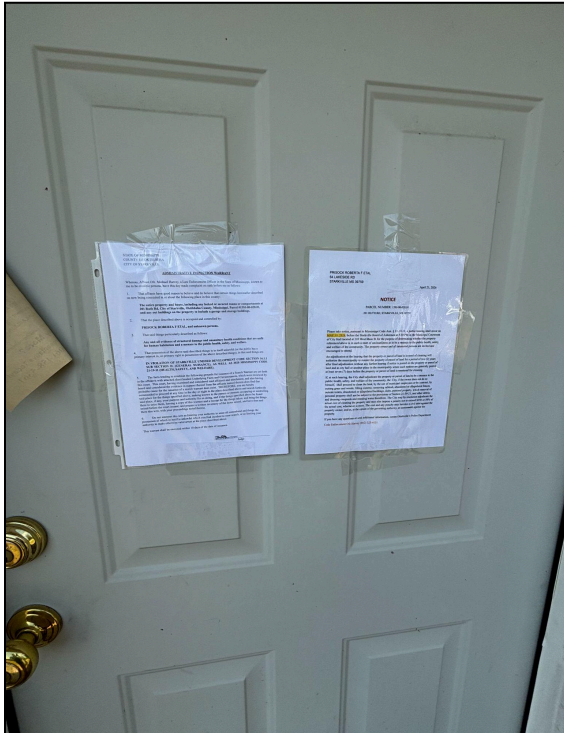
(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



(CALLCARD)

STARKVILLE POLICE DEPT		from N/A	
Calls For Service		thru 04/28/2026 10:50	
Call #	26-013366	Dispatcher	HARVEY, M
Date/Time	04/23/2026 16:47:33	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
110 W MAIN ST			
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
HARVEY, M	16:47:33	16:47:33	16:48:18
De-Assign			
Case Number			
Notes			
4/23/2026 4:47:55 PM HARVEY, M POSTED PUBLIC HEARINGS AT CITY HALL FOR			
4/23/2026 4:48:05 PM HARVEY, M 201, 245, 305, 325 RUTH RD			

Public Hearing notice was posted on the property by Officer Harvey on April 23, 2026.

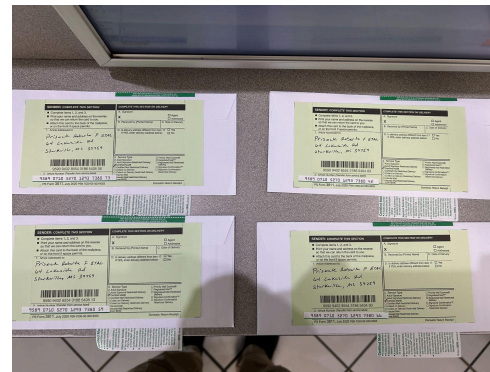
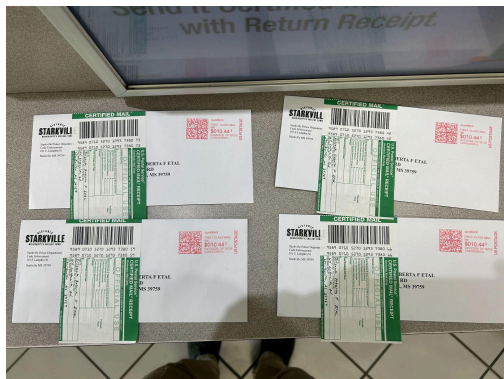


(CALLCARD)

STARKVILLE POLICE DEPT		from N/A			
Calls For Service		thru 04/28/2026 10:47			
Call #	26-013361	Dispatcher	HARVEY, M		
Date/Time	04/23/2026 15:44:40	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
201 RUTH DR					
STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:44:40	15:44:40	16:20:57		
Notes					
4/23/2026 4:17:41 PM		HARVEY, M			
4/23/2026 4:18:06 PM		HARVEY, M			
4/23/2026 4:18:23 PM		HARVEY, M			
4/23/2026 4:19:51 PM		HARVEY, M			
4/23/2026 4:20:50 PM		HARVEY, M			
INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD					
WARRANT AND PUBLIC HEARING LEFT ON PROPERTY					
LEFT ON ALL 4 STRUCTURES					
BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION					
ONLY PHOTOS TAKEN					

Public Hearing notice mailed to the property owner via US mail on April 23, 2026.

(PHOTOS OF MAIL SENT)



(CALLCARD)

STARKVILLE POLICE DEPT		from N/A			
Calls For Service		thru 04/28/2026 10:49			
Call #	26-013364	Dispatcher	HARVEY, M		
Date/Time	04/23/2026 16:31:19	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
822 TAYLOR ST					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:31:19	16:31:19	16:32:03		
Notes					
4/23/2026 4:31:31 PM HARVEY, M CERTIFIED LETTERS SENT					
4/23/2026 4:31:45 PM HARVEY, M 201, 245, 305, 325 RUTH RD					
4/23/2026 4:31:53 PM HARVEY, M 307 W MAIN					

This Administrative Inspection Warrant was executed by Officer Michael Harvey, Sgt. Gillen, Building Official McMullen, Inspector Rogers April 23, 2026, at approximately 1530 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 201 Ruth Rd, City of Starkville, Oktibbeha County, Mississippi, Parcel #159J-00-028.01, 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:

PRISOCK ROBERTA F ETAL, 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.


Jude K. Miller, Judge

Judge

(Call Card)

STARKVILLE POLICE DEPT		from N/A			
Calls For Service		thru 04/28/2026 10:47			
Call #	26-013361	Dispatcher	HARVEY, M		
Date/Time	04/23/2026 15:44:40	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
201 RUTH DR					
STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:44:40	15:44:40	16:20:57		
Notes					
4/23/2026 4:17:41 PM	HARVEY, M	INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD			
4/23/2026 4:18:06 PM	HARVEY, M	WARRANT AND PUBLIC HEARING LEFT ON PROPERTY			
4/23/2026 4:18:23 PM	HARVEY, M	LEFT ON ALL 4 STRUCTURES			
4/23/2026 4:19:51 PM	HARVEY, M	BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION			
4/23/2026 4:20:50 PM	HARVEY, M	ONLY PHOTOS TAKEN			









PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 245 RUTH RD, STARKVILLE, MS 39759 WITH THE PARCEL NUMBER OF 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Code Enforcement Officer Michael Harvey presented under Miss. Code Ann. § 21-19-11 to determine whether the property located at 245 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

Initial inspection of 245 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 was performed by Code Enforcement Officer Michael Harvey on April 8, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as significant roof damage with missing shingles and large holes in multiple spots of the roof. The northeast side of the building damaged fascia and rotten siding along with missing windows. There is overgrown vegetation on all visible sides of the building. This is causing many issues for the neighboring properties, such as the appearance of the neighborhood and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected. A Notice of Violation was mailed to PRISOCK ROBERTA F ETAL, the owner of 245 RUTH RD, on April 8, 2026 by Ofc. Harvey. A second inspection was conducted on Ofc. Harvey on April 23, 2026. Notice of the Public Hearing was posted on the front entrance window at City Hall and on the property on April 23, 2026. A Notice of Public Hearing was mailed on April 23, 2026, to the property taxpayer/owner, PRISOCK ROBERTA F ETAL. Taxpayer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

Mr. Prisock spoke again and commented that the notices appeared to be overly broad and they do not tell him what to do to fix the issue. He raised the same issues again on this property in regard to trespassing back in 2023, roughly 2 ½ years ago.. He requested the code officer affidavit supporting the administrative warrant for this property.

Mayor Spruill opened the Public Hearing to the public.

Walter Okhuysen noted that he doesn't know if the Board knows of the hardship that Mr. Prisock has been facing recently. He spoke about the recent death of Prisock's wife and other family members. He noted that sometimes there are other circumstances that the Board is unaware of and he asked that the Board consider the hard times Mr. Prisock has endured.

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

Alderman Sistrunk noted that there had been no effort to make improvements to any of the properties in the 2 years since this was previously brought to the Board. She stated the property is clearly not inhabitable and is a public safety and health issue.

31. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 245 RUTH RD, STARKVILLE, MS 39759 WITH THE PARCEL NUMBER OF 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Upon the motion of Alderman Moreland, duly seconded by Alderman Perkins, and adopted by the Board to approve under Miss. Code Ann. § 21-19-11 to determine whether the property located at 245 Ruth Rd, Starkville, MS 39759 with the parcel number of 159J-00-028.01, is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur. The Board voted as follows:

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

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

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at <https://www.cityofstarkville.org/> under the City Ordinances then Unified Development Code.

16.1 Nuisance

16.1.1 General Nuisance

16.1.2 Nuisance Prohibited

16.1.3 Nuisance Violation

A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

(1) To determine whether property or parcel of land located within a municipality is in such a state of 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.

245 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 (Property Link)

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 4/28/2026

Tax Year 2025
Records Last Updated 4/27/2026

PROPERTY DETAIL			
OWNER	PRISOCK ROBERTA F ETAL	ACRES	1.65
	64 LAKESIDE RD	LAND VALUE	10480
		IMPROVEMENTS	1000
	STARKVILLE MS 39759	TOTAL VALUE	11480
		ASSESSED	1722

PARCEL 159J-00-028.01

ADDRESS **NA**

TAX INFORMATION			
YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	94.90	94.90	0.00
CITY	58.55	58.55	0.00
SCHOOL	114.19	114.19	0.00
TOTAL	267.64	267.64	0.00

LAST PAYMENT DATE 12 / 30 / 2025

MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	PT LOT 24 LOT 25 & 26 CLAYTON
HOMESTEAD CODE	None		VILLAGE
TAX DISTRICT	2110		MAP 159J DB/PG 366/298 2014/70
PPIN	010697		05
SECTION	32		B 2014 P 7005 10/24/2014
TOWNSHIP	19N		
RANGE	15E		

Book 2014 Page 7005

[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](#)

The photographs below were taken from the public view at the city road by Ofc. Harvey at the first inspection on April 7, 2026 at 0842hrs.



(Call Card)

Calls For Service						
Call #	26-010955		Dispatcher	HARVEY, M		
Date/Time	04/07/2026 08:42:23		Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT		Zone			
How Rcvd	OFFICER INITIATED					
Sent To Dispatch						
Location Address						
245 RUTH RD						
Officer Information						
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number	
HARVEY, M	08:42:23	08:42:23	08:42:38			
Notes						
4/7/2026 8:42:32 AM		HARVEY, M		PHOTOS TAKEN FROM ROADWAY		

Violation Notice issued



City of Starkville
110 W Main Street
Starkville, MS 39759

NOTICE OF VIOLATION

Violation Address:
245 RUTH RD ,
STARKVILLE, MISSISSIPPI, 39759

Date: April 8, 2026
Case Number: CE-26-65
Parcel Number: 159J-00-028.01

Name: PRISOCK ROBERTA F ETAL
Owner Address: 64 LAKESIDE 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 **April 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 Parcel is a Menace to the Public Health Safety and Welfare	1. Upon verification of the alleged violation by the Building Official, the Code Enforcement Officer shall provide a notice to the property owner of a public hearing with the Board of Aldermen in compliance Miss. Code Ann. § 21-19- 11. 2. If the subject property or parcel of land is found by the Board of Aldermen to be in such condition as to be a menace to the public health, safety, and welfare of the community, the Board of Aldermen may issue a judgment against the responsible persons or parties, which may result in but is not limited to Remedies and Penalties found in section 3.19.6.
304.1	IPMC 304.1 General	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
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 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.

By the following date said violation is to be corrected:
April 22, 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.

PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE, MS 39759

April 23, 2026

NOTICE

PARCEL NUMBER: 159J-00-028.01
245 RUTH RD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **MAY 19, 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.

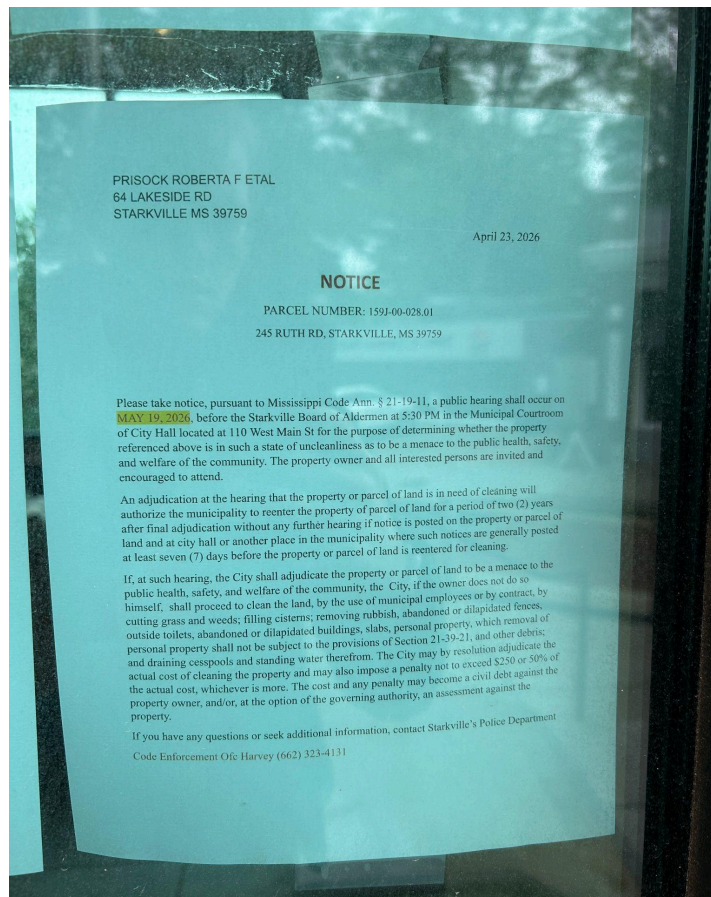
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land 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 April 23, 2026, of the Public Hearing Notice posted in the front window at City Hall.

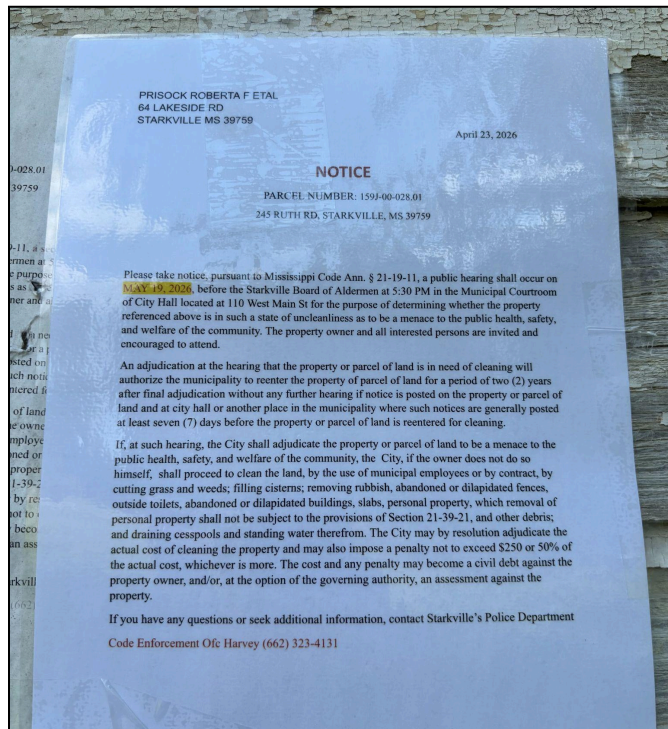
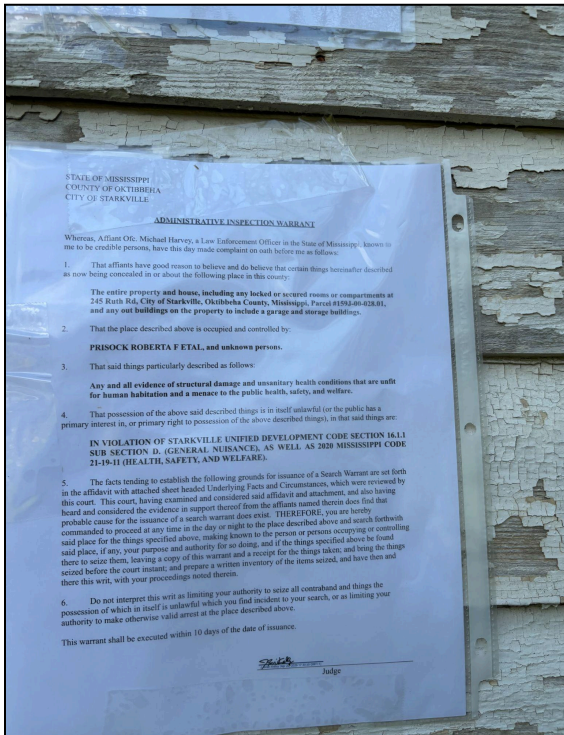
(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



(CALLCARD)

STARKVILLE POLICE DEPT				from N/A	
Calls For Service				thru 04/28/2026 10:50	
Call #	26-013366	Dispatcher	HARVEY, M		
Date/Time	04/23/2026 16:47:33	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
110 W MAIN ST					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:47:33	16:47:33	16:48:18		
Notes					
4/23/2026 4:47:55 PM HARVEY, M		POSTED PUBLIC HEARINGS AT CITY HALL FOR			
4/23/2026 4:48:05 PM HARVEY, M		201, 245, 305, 325 RUTH RD			

Public Hearing notice was posted on the property by Officer Harvey on April 23, 2026.

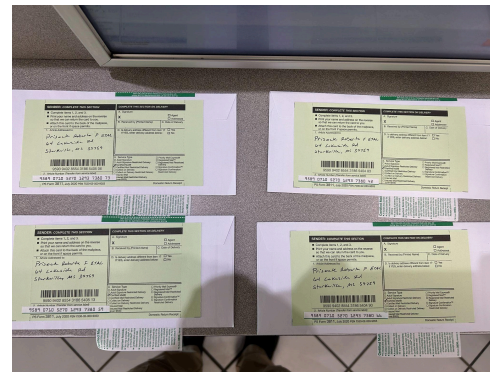
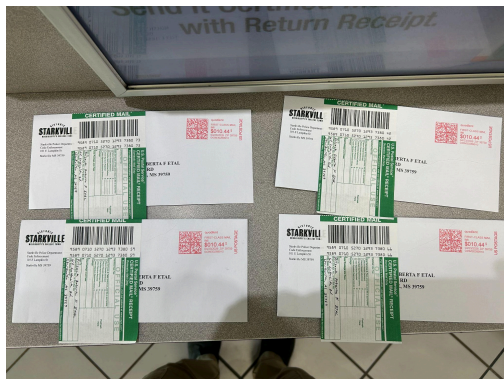


(CALLCARD)

STARKVILLE POLICE DEPT		from N/A			
Calls For Service		thru 04/28/2026 10:47			
Call #	26-013361	Dispatcher	HARVEY, M		
Date/Time	04/23/2026 15:44:40	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
201 RUTH DR					
STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:44:40	15:44:40	16:20:57		
Notes					
4/23/2026 4:17:41 PM		HARVEY, M			
4/23/2026 4:18:06 PM		HARVEY, M			
4/23/2026 4:18:23 PM		HARVEY, M			
4/23/2026 4:19:51 PM		HARVEY, M			
4/23/2026 4:20:50 PM		HARVEY, M			
INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD					
WARRANT AND PUBLIC HEARING LEFT ON PROPERTY					
LEFT ON ALL 4 STRUCTURES					
BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION					
ONLY PHOTOS TAKEN					

Public Hearing notice mailed to the property owner via US mail on April 23, 2026.

(PHOTOS OF MAIL SENT)



(CALLCARD)

STARKVILLE POLICE DEPT		from N/A			
Calls For Service		thru 04/28/2026 10:49			
Call #	26-013364	Dispatcher	HARVEY, M		
Date/Time	04/23/2026 16:31:19	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER R INITIATED				
Sent To Dispatch					
Location Address					
822 TAYLOR ST					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:31:19	16:31:19	16:32:03		
Notes					
4/23/2026 4:31:31 PM		HARVEY, M CERTIFIED LETTERS SENT			
4/23/2026 4:31:45 PM		HARVEY, M 201, 245, 305, 325 RUTH RD			
4/23/2026 4:31:53 PM		HARVEY, M 307 W MAIN			

This Administrative Inspection Warrant was executed by Officer Michael Harvey, Sgt. Gillen, Building Official McMullen, Inspector Rogers April 23, 2026, at approximately 1530 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 245 Ruth Rd, City of Starkville, Oktibbeha County, Mississippi, Parcel #159J-00-028.01, 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:

PRISOCK ROBERTA F ETAL, 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)

STARKVILLE POLICE DEPT		from N/A			
Calls For Service		thru 04/28/2026 10:47			
Call #	26-013361	Dispatcher	HARVEY, M		
Date/Time	04/23/2026 15:44:40	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
201 RUTH DR					
STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:44:40	15:44:40	16:20:57		
Notes					
4/23/2026 4:17:41 PM	HARVEY, M	INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD			
4/23/2026 4:18:06 PM	HARVEY, M	WARRANT AND PUBLIC HEARING LEFT ON PROPERTY			
4/23/2026 4:18:23 PM	HARVEY, M	LEFT ON ALL 4 STRUCTURES			
4/23/2026 4:19:51 PM	HARVEY, M	BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION			
4/23/2026 4:20:50 PM	HARVEY, M	ONLY PHOTOS TAKEN			









PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 305 RUTH RD, STARKVILLE, MS 39759 WITH THE PARCEL NUMBER OF 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Code Enforcement Officer Michael Harvey presented under Miss. Code Ann. § 21-19-11 to determine whether the property located at 305 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

Initial inspection of 305 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 was performed by Code Enforcement Officer Michael Harvey on April 8, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as significant damage to the front porch which has damaged shingles and has started to collapse. The north side of the building appears to have damaged fascia and broken siding. There is some overgrown vegetation on all sides of the building. This is causing many issues for the neighboring properties, such as the appearance of the neighborhood and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected. A Notice of Violation was mailed to PRISOCK ROBERTA F ETAL, the owner of 305 RUTH RD, on April 8, 2026 by Ofc. Harvey. A second inspection was conducted on Ofc. Harvey on April 23, 2026. Notice of the Public Hearing was posted on the front entrance window at City Hall and on the property on April 23, 2026. A Notice of Public Hearing was mailed on April 23, 2026, to the property taxpayer/owner, PRISOCK ROBERTA F ETAL. Taxpayer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

Mr. Prisock addressed the board again on issues with this property. He stated that the reason he has not done much repair to the property is because 2 years ago the city issued a demolition order but he has not seen anything in writing and it would be foolish of him to spend money of fixing anything when the City could come any day and tear it down. He talked again about trespass and violations of his constitutional rights.

Mayor Spruill opened the Public Hearing to the public.

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

32. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 305 RUTH RD, STARKVILLE, MS 39759 WITH THE PARCEL NUMBER OF 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Upon the motion of Alderman Moreland, duly seconded by Alderman Skinner, and adopted by the Board to approve under Miss. Code Ann. § 21-19-11 to determine whether the property located at 305 Ruth Rd, Starkville, MS 39759 with the parcel number of 159J-00-028.01, 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. The Board voted as follows:

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

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

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at <https://www.cityofstarkville.org/> under the City Ordinances then Unified Development Code.

16.1 Nuisance

16.1.1 General Nuisance

16.1.2 Nuisance Prohibited

16.1.3 Nuisance Violation

A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

(1) To determine whether property or parcel of land located within a municipality is in such a state of 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 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 (Property Link)

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 4/28/2026

Tax Year 2025
Records Last Updated 4/27/2026

PROPERTY DETAIL			
OWNER	PRISOCK ROBERTA F ETAL	ACRES	1.65
	64 LAKESIDE RD	LAND VALUE	10480
		IMPROVEMENTS	1000
	STARKVILLE MS 39759	TOTAL VALUE	11480
		ASSESSED	1722

PARCEL 159J-00-028.01

ADDRESS **NA**

TAX INFORMATION			
YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	94.90	94.90	0.00
CITY	58.55	58.55	0.00
SCHOOL	114.19	114.19	0.00
TOTAL	267.64	267.64	0.00

LAST PAYMENT DATE 12 / 30 / 2025

MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	PT LOT 24 LOT 25 & 26 CLAYTON
HOMESTEAD CODE	None		VILLAGE
TAX DISTRICT	2110		MAP 159J DB/PG 366/298 2014/70
PPIN	010697		05
SECTION	32		B 2014 P 7005 10/24/2014
TOWNSHIP	19N		
RANGE	15E		
Book	2014	Page	7005

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		
Back		

[Log In HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)

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

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

The photographs below were taken from the public view at the city road by Ofc. Harvey at the first inspection on April 7, 2026 at 0843hrs.



(Call Card)

Call #	26-010956	Dispatcher	HARVEY, M			
Date/Time	04/07/2026 08:43:02	Disposition	CALL COMPLETED- NO REPORT			
Type	CODE ENFORCEMENT	Zone				
How Rcvd	OFFICER INITIATED					
Sent To Dispatch						
Location Address						
305 RUTH RD						
Officer Information						
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number	
HARVEY, M	08:43:02	08:43:02	08:43:21			
Notes						
4/7/2026 8:43:09 AM HARVEY, M PHOTOS TAKEN FROM ROADWAY						

Violation Notice issued



NOTICE OF VIOLATION

Violation Address:
305 RUTH RD ,
STARKVILLE, MISSISSIPPI, 39759

Date: April 8, 2026
Case Number: CE-26-64
Parcel Number: 159J-00-028.01

Name: PRISOCK ROBERTA F ETAL
Owner Address: 64 LAKESIDE 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 **April 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 Parcel is a Menace to the Public Health Safety and Welfare	1. Upon verification of the alleged violation by the Building Official, the Code Enforcement Officer shall provide a notice to the property owner of a public hearing with the Board of Aldermen in compliance Miss. Code Ann. § 21-19- 11. 2. If the subject property or parcel of land is found by the Board of Aldermen to be in such condition as to be a menace to the public health, safety, and welfare of the community, the Board of Aldermen may issue a judgment against the responsible persons or parties, which may result in but is not limited to Remedies and Penalties found in section 3.19.6.
304.1	IPMC 304.1 General	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
304.1.1	IPMC 304.1.1 Unsafe conditions	The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1.The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength. 2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects. 3.Structures or components thereof that have reached their limit state. 4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight. 5.Structural members that have evidence of deterioration or that are not

capable of safely supporting all nominal loads and load effects. 6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects. 9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects. 10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 12.Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 13.Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

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 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.

By the following date said violation is to be corrected:
April 22, 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.

PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE, MS 39759

April 23, 2026

NOTICE

PARCEL NUMBER: 159J-00-028.01
305 RUTH RD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **MAY 19, 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.

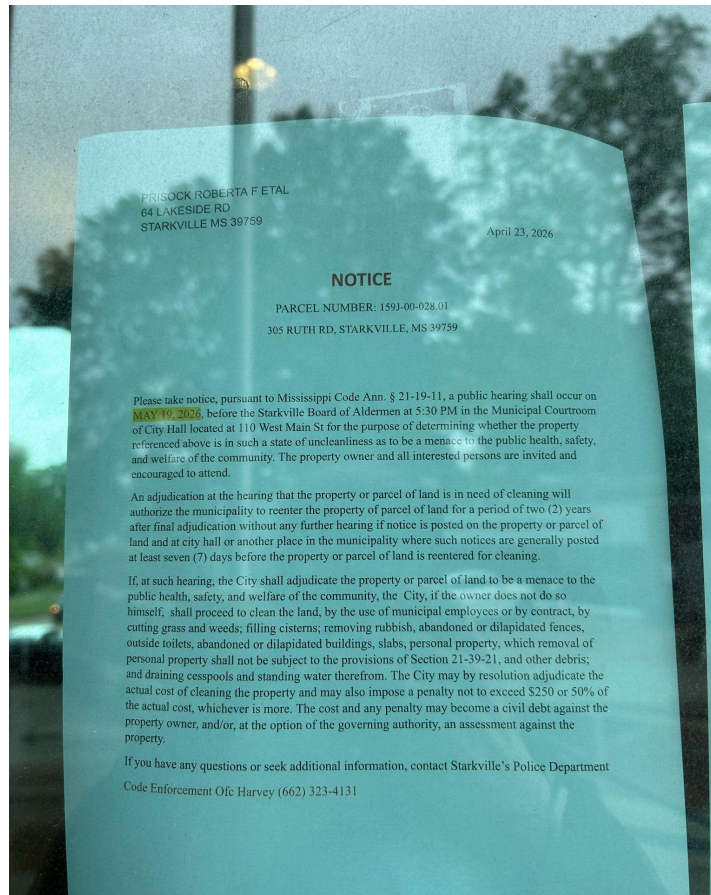
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land 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 April 23, 2026, of the Public Hearing Notice posted in the front window at City Hall.

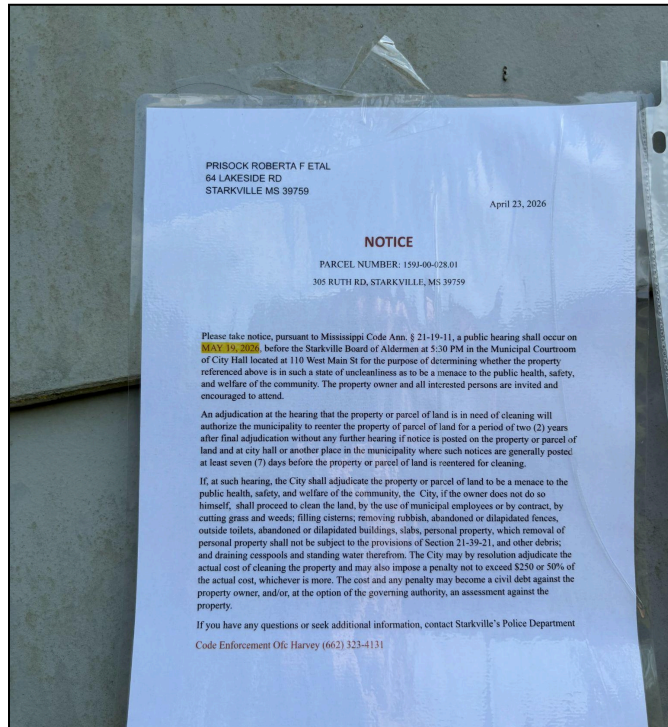
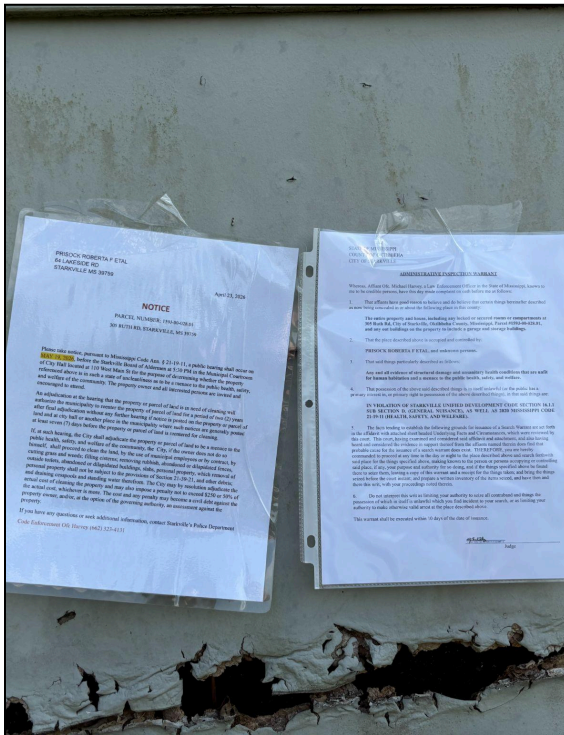
(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



(CALLCARD)

STARKVILLE POLICE DEPT		from N/A	
Calls For Service		thru 04/28/2026 10:50	
Call #	26-013366	Dispatcher	HARVEY, M
Date/Time	04/23/2026 16:47:33	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
110 W MAIN ST			
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
HARVEY, M	16:47:33	16:47:33	16:48:18
Notes			
4/23/2026 4:47:55 PM HARVEY, M		POSTED PUBLIC HEARINGS AT CITY HALL FOR	
4/23/2026 4:48:05 PM HARVEY, M		201, 245, 305, 325 RUTH RD	

Public Hearing notice was posted on the property by Officer Harvey on April 23, 2026.

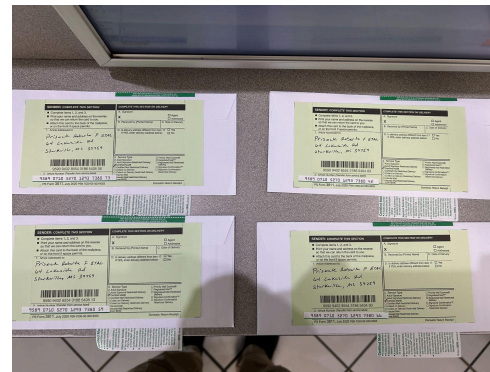
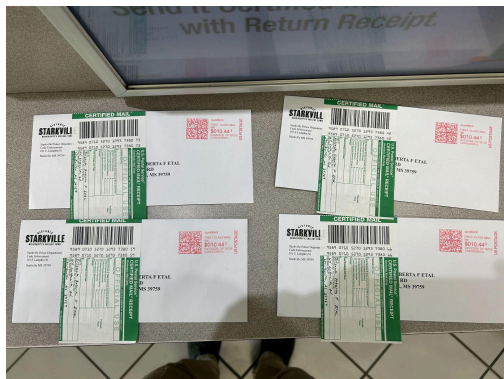


(CALLCARD)

STARKVILLE POLICE DEPT		Calls For Service		from N/A thru 04/28/2026 10:47	
Call #	26-013361	Dispatcher	HARVEY, M		
Date/Time	04/23/2026 15:44:40	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
201 RUTH DR STARKVILLE, MS 39759					
Officer Information					
Badge - Name	HARVEY, M	Dispatched	Arrived	Cleared	De-Assign Case Number
		15:44:40	15:44:40	16:20:57	
Notes					
4/23/2026 4:17:41 PM HARVEY, M INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD					
4/23/2026 4:18:06 PM HARVEY, M WARRANT AND PUBLIC HEARING LEFT ON PROPERTY					
4/23/2026 4:18:23 PM HARVEY, M LEFT ON ALL 4 STRUCTURES					
4/23/2026 4:19:51 PM HARVEY, M BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION					
4/23/2026 4:20:50 PM HARVEY, M ONLY PHOTOS TAKEN					

Public Hearing notice mailed to the property owner via US mail on April 23, 2026.

(PHOTOS OF MAIL SENT)



(CALLCARD)

STARKVILLE POLICE DEPT		from N/A			
Calls For Service		thru 04/28/2026 10:49			
Call #	26-013364	Dispatcher	HARVEY, M		
Date/Time	04/23/2026 16:31:19	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
822 TAYLOR ST					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:31:19	16:31:19	16:32:03		
Notes					
4/23/2026 4:31:31 PM HARVEY, M CERTIFIED LETTERS SENT					
4/23/2026 4:31:45 PM HARVEY, M 201, 245, 305, 325 RUTH RD					
4/23/2026 4:31:53 PM HARVEY, M 307 W MAIN					

This Administrative Inspection Warrant was executed by Officer Michael Harvey, Sgt. Gillen, Building Official McMullen, Inspector Rogers April 23, 2026, at approximately 1530 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 305 Ruth Rd, City of Starkville, Oktibbeha County, Mississippi, Parcel #159J-00-028.01, 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:

PRISOCK ROBERTA F ETAL, 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)

STARKVILLE POLICE DEPT		from N/A			
Calls For Service		thru 04/28/2026 10:47			
Call #	26-013361	Dispatcher	HARVEY, M		
Date/Time	04/23/2026 15:44:40	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
201 RUTH DR					
STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:44:40	15:44:40	16:20:57		
Notes					
4/23/2026 4:17:41 PM	HARVEY, M	INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD			
4/23/2026 4:18:06 PM	HARVEY, M	WARRANT AND PUBLIC HEARING LEFT ON PROPERTY			
4/23/2026 4:18:23 PM	HARVEY, M	LEFT ON ALL 4 STRUCTURES			
4/23/2026 4:19:51 PM	HARVEY, M	BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION			
4/23/2026 4:20:50 PM	HARVEY, M	ONLY PHOTOS TAKEN			









PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 325 RUTH RD, STARKVILLE, MS 39759 WITH THE PARCEL NUMBER OF 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Code Enforcement Officer Michael Harvey presented under Miss. Code Ann. § 21-19-11 to determine whether the property located at 325 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

Initial inspection of 325 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 was performed by Code Enforcement Officer Michael Harvey on April 8, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as significant roof damage with missing shingles and holes in the roof. The north side of the building has what appears to be damaged fascia and rotten siding. There is also some overgrown vegetation on the sides of the building along with a significantly damaged front door awning. 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 PRISOCK ROBERTA F ETAL, the owner of 325 RUTH RD, on April 8, 2026 by Ofc. Harvey. A second inspection was conducted on Ofc. Harvey on April 23, 2026. Notice of the Public Hearing was posted on the front entrance window at City Hall and on the property on April 23, 2026. A Notice of Public Hearing was mailed on April 23, 2026, to the property taxpayer/owner, PRISOCK ROBERTA F ETAL. Taxpayer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

Mr. Prisock spoke again about the alleged trespass when his properties were declared a menace in 2023. He stated that it has been sad to watch the property deteriorate and that if you go back to your September 2023 pictures versus the pictures from today you can see how much the property has deteriorated.

Mayor Spruill opened the Public Hearing to the public.

Walter Okhuysen commented on the fact that Dwight Prisock had opposed the recent annexation of a property as being some of the Board's problem with Prisock's properties.

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

Vice Mayor Perkins stated that he supports this motion and that the evidence is clear that the property is a menace to public health, safety, and welfare. He noted there had been some allegations during the public hearings about the petitioner opposing the annexation. Vice-Mayor Perkins stated that the decision was based upon the evidence, and the petitioner alleges that the City has caused the property to deteriorate and there has been no evidence to support that claim. He commented again that there has been no evidence that the Board has made any decisions based on the petitioner opposing the

annexation. He stated that the decision tonight is based on the motion and evidence that the property is a menace to public health, safety, and welfare. He noted that the presenter from the code enforcement department, division of the police department, has shown substantial evidence through photos to the Mayor, Board and Vice Mayor and that the decision is based on the evidence provided. Mayor Spruill noted that not in this entire period of time since the finding of this Board a couple of years ago has Mr. Prisock come to the City for a building permit, demolition permit, or any other effort to come forward to the Community Development Department with any kind of remediation's.

33. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 325 RUTH RD, STARKVILLE, MS 39759 WITH THE PARCEL NUMBER OF 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Upon the motion of Alderman Moreland, duly seconded by Alderman Skinner, and adopted by the Board to approve under Miss. Code Ann. § 21-19-11 to determine whether the property located at 325 Ruth Rd, Starkville, MS 39759 with the parcel number of 159J-00-028.01, is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur. The Board voted as follows:

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

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

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at <https://www.cityofstarkville.org/> under the City Ordinances then Unified Development Code.

16.1 Nuisance

16.1.1 General Nuisance

16.1.2 Nuisance Prohibited

16.1.3 Nuisance Violation

A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

(1) To determine whether property or parcel of land located within a municipality is in such a state of 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.

325 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 (Property Link)

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 4/28/2026

Tax Year 2025
Records Last Updated 4/27/2026

PROPERTY DETAIL			
OWNER	PRISOCK ROBERTA F ETAL	ACRES	1.65
	64 LAKESIDE RD	LAND VALUE	10480
		IMPROVEMENTS	1000
	STARKVILLE MS 39759	TOTAL VALUE	11480
		ASSESSED	1722

PARCEL 159J-00-028.01

ADDRESS **NA**

TAX INFORMATION			
YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	94.90	94.90	0.00
CITY	58.55	58.55	0.00
SCHOOL	114.19	114.19	0.00
TOTAL	267.64	267.64	0.00

LAST PAYMENT DATE 12 / 30 / 2025

MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	PT LOT 24 LOT 25 & 26 CLAYTON
HOMESTEAD CODE	None		VILLAGE
TAX DISTRICT	2110		MAP 159J DB/PG 366/298 2014/70
PPIN	010697		05
SECTION	32		B 2014 P 7005 10/24/2014
TOWNSHIP	19N		
RANGE	15E		
Book	2014	Page	7005

[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		

[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](#)

The photographs below were taken from the public view at the city road by Ofc. Harvey at the first inspection on April 7, 2026 at 0843hrs.



(Call Card)

Call # 26-010957						
Date/Time 04/07/2026 08:43:37		Dispatcher HARVEY, M				
Type CODE ENFORCEMENT		Disposition CALL COMPLETED- NO REPORT				
How Rcvd OFFICER INITIATED		Zone				
Sent To Dispatch						
Location Address						
325 RUTH RD						
Officer Information						
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number	
HARVEY, M	08:43:37	08:43:37	08:43:59			
Notes						
4/7/2026 8:43:44 AM		HARVEY, M		PHOTOS TAKEN FROM ROADWAY		

Violation Notice issued



NOTICE OF VIOLATION

Violation Address:
325 RUTH RD ,
STARKVILLE, MISSISSIPPI, 39759

Date: April 8, 2026
Case Number: CE-26-63
Parcel Number: 159J-00-028.01

Name: PRISOCK ROBERTA F ETAL
Owner Address: 64 LAKESIDE 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 **April 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 Parcel is a Menace to the Public Health Safety and Welfare	1. Upon verification of the alleged violation by the Building Official, the Code Enforcement Officer shall provide a notice to the property owner of a public hearing with the Board of Aldermen in compliance Miss. Code Ann. § 21-19- 11. 2. If the subject property or parcel of land is found by the Board of Aldermen to be in such condition as to be a menace to the public health, safety, and welfare of the community, the Board of Aldermen may issue a judgment against the responsible persons or parties, which may result in but is not limited to Remedies and Penalties found in section 3.19.6.
304.1	IPMC 304.1 General	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
304.1.1	IPMC 304.1.1 Unsafe conditions	The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1.The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength. 2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects. 3.Structures or components thereof that have reached their limit state. 4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight. 5.Structural members that have evidence of deterioration or that are not

capable of safely supporting all nominal loads and load effects. 6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects. 9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects. 10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 12.Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 13.Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

By the following date said violation is to be corrected:
April 22, 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.

PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE, MS 39759

April 23, 2026

NOTICE

PARCEL NUMBER: 159J-00-028.01
325 RUTH RD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **MAY 19, 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.

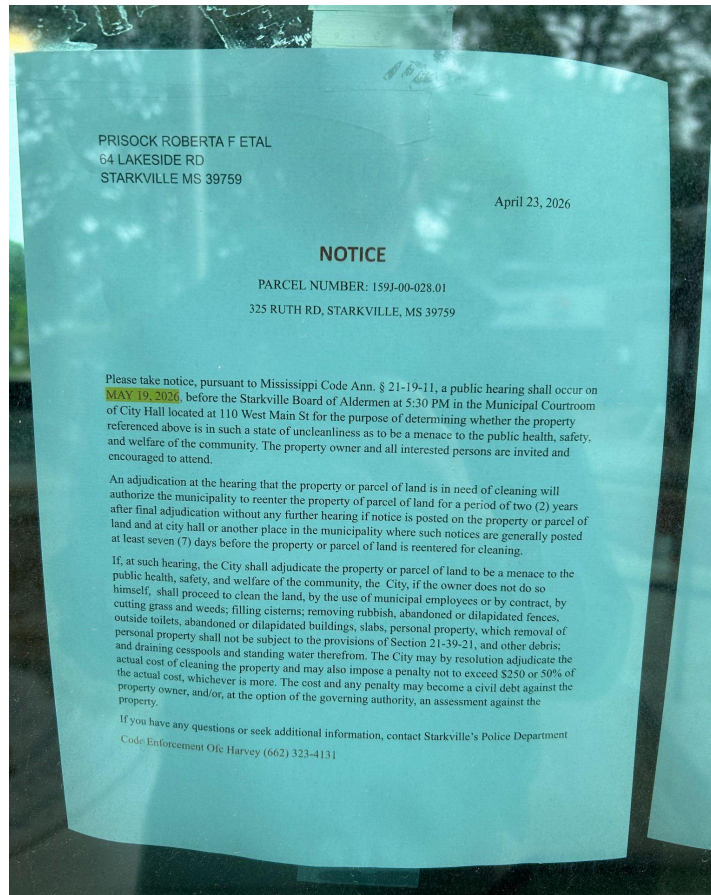
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land 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 April 23, 2026, of the Public Hearing Notice posted in the front window at City Hall.

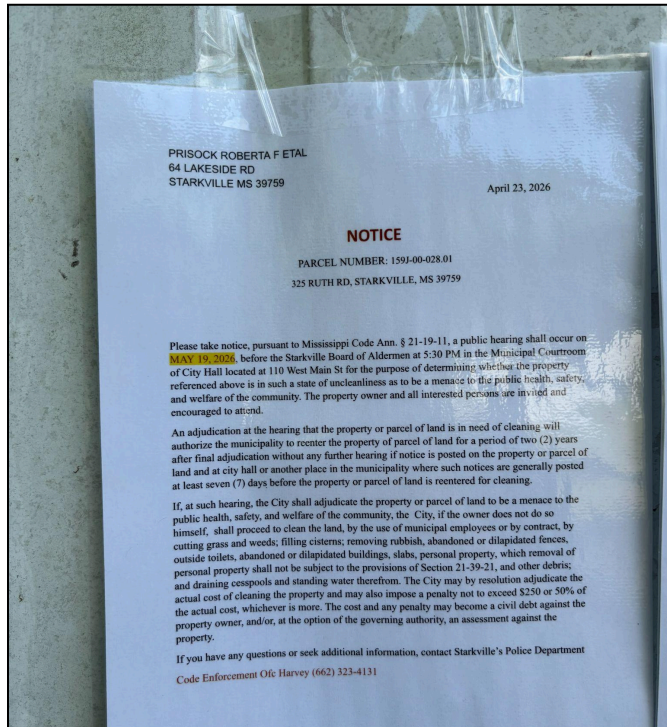
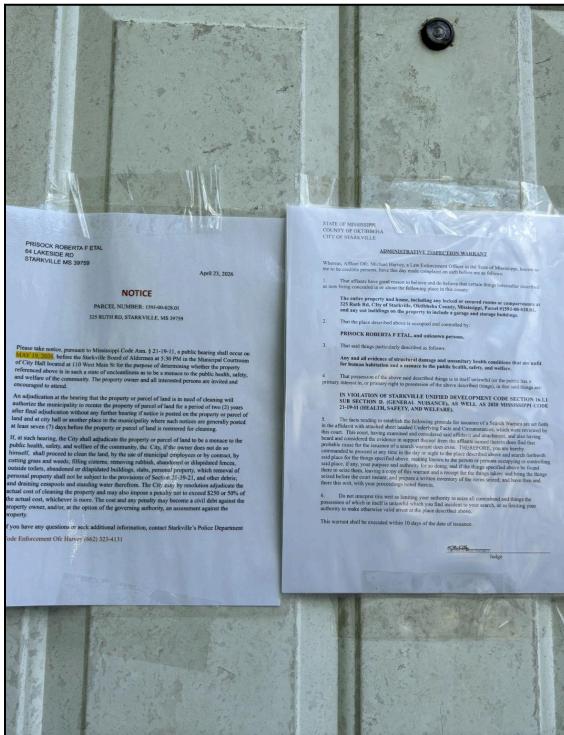
(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



(CALLCARD)

STARKVILLE POLICE DEPT		from N/A			
Calls For Service		thru 04/28/2026 10:50			
Call #	26-013366	Dispatcher	HARVEY, M		
Date/Time	04/23/2026 16:47:33	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
110 W MAIN ST					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:47:33	16:47:33	16:48:18		
Notes					
4/23/2026 4:47:55 PM HARVEY, M		POSTED PUBLIC HEARINGS AT CITY HALL FOR			
4/23/2026 4:48:05 PM HARVEY, M		201, 245, 305, 325 RUTH RD			

Public Hearing notice was posted on the property by Officer Harvey on April 23, 2026.

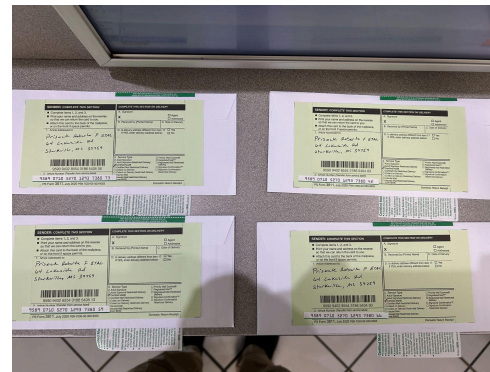
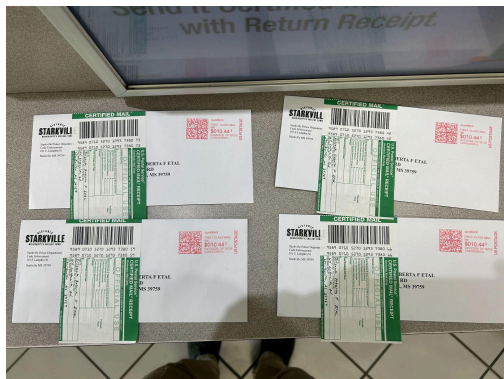


(CALLCARD)

STARKVILLE POLICE DEPT		from N/A	
Calls For Service		thru 04/28/2026 10:47	
Call #	26-013361	Dispatcher	HARVEY, M
Date/Time	04/23/2026 15:44:40	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
201 RUTH DR STARKVILLE, MS 39759			
Officer Information			
Badge - Name		Dispatched	Arrived
HARVEY, M		15:44:40	15:44:40
		Cleared	De-Assign
		16:20:57	
Case Number			
Notes			
4/23/2026 4:17:41 PM HARVEY, M INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD			
4/23/2026 4:18:06 PM HARVEY, M WARRANT AND PUBLIC HEARING LEFT ON PROPERTY			
4/23/2026 4:18:23 PM HARVEY, M LEFT ON ALL 4 STRUCTURES			
4/23/2026 4:19:51 PM HARVEY, M BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION			
4/23/2026 4:20:50 PM HARVEY, M ONLY PHOTOS TAKEN			

Public Hearing notice mailed to the property owner via US mail on April 23, 2026.

(PHOTOS OF MAIL SENT)



(CALLCARD)

STARKVILLE POLICE DEPT		from N/A			
Calls For Service		thru 04/28/2026 10:49			
Call #	26-013364	Dispatcher	HARVEY, M		
Date/Time	04/23/2026 16:31:19	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
822 TAYLOR ST					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:31:19	16:31:19	16:32:03		
Notes					
4/23/2026 4:31:31 PM HARVEY, M CERTIFIED LETTERS SENT					
4/23/2026 4:31:45 PM HARVEY, M 201, 245, 305, 325 RUTH RD					
4/23/2026 4:31:53 PM HARVEY, M 307 W MAIN					

This Administrative Inspection Warrant was executed by Officer Michael Harvey, Sgt. Gillen, Building Official McMullen, Inspector Rogers April 23, 2026, at approximately 1530 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 325 Ruth Rd, City of Starkville, Oktibbeha County, Mississippi, Parcel #159J-00-028.01, 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:

PRISOCK ROBERTA F ETAL., 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.


Michael Harvey (Officer) 2026-04-23 15:30

Judge

(Call Card)

STARKVILLE POLICE DEPT		from N/A			
Calls For Service		thru 04/28/2026 10:47			
Call #	26-013361	Dispatcher	HARVEY, M		
Date/Time	04/23/2026 15:44:40	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
201 RUTH DR					
STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:44:40	15:44:40	16:20:57		
Notes					
4/23/2026 4:17:41 PM	HARVEY, M	INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD			
4/23/2026 4:18:06 PM	HARVEY, M	WARRANT AND PUBLIC HEARING LEFT ON PROPERTY			
4/23/2026 4:18:23 PM	HARVEY, M	LEFT ON ALL 4 STRUCTURES			
4/23/2026 4:19:51 PM	HARVEY, M	BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION			
4/23/2026 4:20:50 PM	HARVEY, M	ONLY PHOTOS TAKEN			









34. RESOLUTION OF MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ABANDONING AND VACATING A PUBLIC LANE LOCATED BETWEEN W. GILLESPIE STREET AND MCKINLEY STREET IN STARKVILLE, OKTIBEHHA COUNTY, MISSISSIPPI.

Community Planner Daniel Havelin explained that a piece of the property that is shown on the City map a public right of way that is between 2 apartment complexes. The owner of one of the apartment complexes would like to convert it into condo which then would go from 1 owner to 6 owners and because of that Mr. Havelin said they should take over the control of the right of way and it removes it out of the way for future owners and cleans up the plat. Mayor Spruill noted that the City was not aware had ownership or right to that property. Mr. Huskinson noted that he had been working on the resolution and with one of the property owners. He noted that one of the owners is supportive and one has not taken a position either way.

Upon the motion of Alderman Moreland, duly seconded by Alderman Pochop, and adopted by the Board to approve the resolution of Mayor and Board of Aldermen of the City of Starkville, Mississippi, abandoning and vacating a public lane located between W. Gillespie Street and McKinley Street in Starkville, Oktibbeha County, Mississippi. 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 Mayor and Board of Aldermen took up for consideration a proposed resolution abandoning a portion of the public roadway connecting W Gillespie Street and McKinley Street, and the following resolution, having been first reduced to writing, was introduced:

**RESOLUTION OF MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE, MISSISSIPPI, ABANDONING
AND VACATING A PUBLIC LANE LOCATED
BETWEEN W. GILLESPIE STREET AND MCKINLEY STREET
IN STARKVILLE, OKTIBEHHA COUNTY, MISSISSIPPI**

WHEREAS, the City of Starkville, Mississippi, did lay out various streets, avenues, and alleys within the City of Starkville many years ago for the purpose of providing transportation throughout the City; and

WHEREAS, the City of Starkville, Mississippi, never developed certain portions of avenues and alleys which were laid out by it; and

WHEREAS, Mississippi law requires that, in certain circumstances, when a City abandons municipally owned streets and roads, that said streets and roads revert, as a matter of law, to the adjoining landowners on each side thereof, to the centerline; and

WHEREAS, the adjoining landowners have been notified in writing that the City of Starkville will abandon and vacate a portion of the undeveloped and unnamed Public Lane between W. Gillespie Street and McKinley Street as more specifically described below; and

WHEREAS, AEY Properties, LLC owns the real property on east side and supports abandonment and 5TH AND 8TH, LLC owns the real property on the west side of the portion of the unnamed Public Lane to be abandoned and vacated and has not taken a position on abandonment; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, that the following described property shall be, and hereby is, abandoned by the act of this resolution:

That certain alleyway that lies within Block 51 to the City of Starkville, Mississippi, being more particularly described as follows:

Beginning at the intersection of the North right-of-way of Gillespie Street and the West right-of-way of a Public Lane (unnamed) being located at the Southeast Corner of Lot 4-B of Block 51 of the City of Starkville, Mississippi as shown on the 1973 Michael Baker Official Map of the City of Starkville, Mississippi and use as the Point of Beginning; thence North along the West boundary of said Public Lane (unnamed) for 213 feet, more or less, along the East boundary lines of Lots 4-B, 4-D, 4-C, 4, 4-E and 4-F, Block 51, to the Northeast corner of Lot 4-F, Block 51 of the City of Starkville, Mississippi as shown on the 1973 Michael Baker Official Map of the City of Starkville, Mississippi; thence East 20 feet, more or less to the East boundary line of said Public Lane (unnamed); thence South for a

distance of 213 feet, more or less, along the East boundary of said Public Lane (unnamed) and along the West boundary of a portion of Lot 7 and the West boundary of Lot 8, Block 51 of the City of Starkville, Mississippi as shown on the 1973 Michael Baker Official Map of the City of Starkville, Mississippi to the Southwest corner of Lot 8, Block 51 of the City of Starkville, Mississippi as shown on the 1973 Michael Baker Official Map of the City of Starkville, Mississippi and the North right-of-way of Gillespie Street; thence West along the North right-of-way of Gillespie Street a distance of 20 feet, more or less, to the Point of Beginning.

Property can be further described as the South Half of that certain Public Lane (unnamed) as contained within Block 51 of the City of Starkville, according to the A. L. Goodman Official Map of said City, 1951 Edition and as shown within Block 51 of the City of Starkville, Mississippi according to the 1973 Michael Baker Official Map of the City of Starkville, Mississippi, both on file and of record in the Office of the Chancery Clerk, Oktibbeha County, Mississippi, whether correctly described hereinabove or not.

The portion of the unnamed Public Lane to be abandoned is depicted on the overhead map attached hereto.

After full discussion of this matter, Alderman Moreland moved that the foregoing Resolution be adopted and said motion was seconded by Alderman Pochop, and upon the question being put to a vote, the vote was as follows:

Alderman Kim Moreland: Yea

Alderman Sandra Sistrunk: Yea

Alderman Kyle Skinner: Yea

Alderman Mike Brooks: Yea

Alderman William Pochop: Yea

Alderman Roy A'. Perkins: Yea

Alderman Henry Vaughn: Yea

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi; on this, the 19th day of May, 2026.



Lynn Spruill, Mayor



Joanna McLaurin, City Clerk

35. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2026 (HPM DEVELOPMENT PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE HPM DEVELOPMENT PROJECT.

Christiana Sugg on behalf of HPM, the developer of this project. She noted that this project was approved in 2014 and the Board has recently agreed to extend the development agreement to allow 1 additional year to have bonds issued. She noted that they have collected documentation regarding the revenues generated by the development. Right now the development includes a car dealership and there are additional plans to eventually develop the balance of the property. She noted that they have asked the Board in exchange of giving them an additional year to have the bonds issued to cap the amount of reimbursement to a million dollars and they are now asking that the Board move ahead with the issuance of the TIF bonds. She spoke of City's benefits from this project. She stated that they appreciate the City's continued support of this development and would appreciate to have their consideration of the bond resolution. Vice Mayor Perkins asked what assurances the City have that this project is going to become a reality if the Board takes this action. Mrs. Sugg noted that a portion of this project that can support the bonds has already become a reality and that is the car dealership. She noted that originally the City approved to up to three million dollars in bonds and they are agreeing to only asking to have the amount of bonds that can be supported by the car dealership, which is half of the car dealerships ad valorem taxes and half of the sales tax rebates, limit the amount of bonds that can be issued ever to that portion.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Moreland, and adopted by the Board to approve the resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing and directing the issuance of tax increment financing revenue bonds, series 2026 (HPM development project), of the city of Starkville, Mississippi, in the maximum principal amount of \$1,000,000, in one or more series, to provide funds for the purpose of paying or reimbursing the costs of constructing various infrastructure improvements for the use or benefit of the HPM development project. 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.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2026 (HPM DEVELOPMENT PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE HPM DEVELOPMENT PROJECT, PURSUANT TO PLANS, INCLUDING THE TAX INCREMENT FINANCING PLAN, PRESENTED TO AND APPROVED BY THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM THE TAX INCREMENT FINANCING DISTRICT PURSUANT TO THE TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING VARIOUS FUNDS AND ACCOUNTS, INCLUDING A DEBT SERVICE RESERVE ACCOUNT; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS, IF ANY; APPROVING AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT FOR THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; APPROVING AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF A BOND PURCHASE AGREEMENT PERTAINING TO THE SALE OF THE BONDS; ENGAGING VARIOUS PROFESSIONALS IN CONNECTION WITH THE AUTHORIZATION, ISSUANCE, VALIDATION, SALE, AND DELIVERY OF THE BONDS; AND FOR RELATED PURPOSES.

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

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

“Act” shall mean Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended.

“Additional Bonds” shall mean bonds issued on a parity of lien with regard to the pledge of the TIF Revenues with the Bonds pursuant to the requirements of the Bond Resolution.

“Additional Bonds Resolution” shall mean any resolution of the Municipality authorizing and directing the issuance of Additional Bonds.

“Annual Debt Service Requirement” shall mean for any Fiscal Year, the sum of the following with respect to all Outstanding Bonds: (a) all amounts required to pay principal (at maturity or upon mandatory redemption other than mandatory sinking fund redemption payments), (b) the amount of any mandatory sinking fund requirement (including for the Fiscal Year in which such Bonds shall be redeemed from the sinking fund only such amount as was not required to be funded prior to such Fiscal Year), and (c) interest due on all Outstanding Bonds.

“Board” means the Board of Supervisors of the County.

“Bonds” or “Bond” shall mean the Municipality's Tax Increment Financing Revenue Bonds, Series 2026 (HPM Development Project), in one or more series, authorized and directed to be issued in the Bond Resolution. The Bonds shall be in the maximum principal amount of \$1,000,000, but in the actual amount sold and issued pursuant to the Bond Purchase Agreement, out of the total authorized amount of \$1,000,000.

“Bond Counsel” shall mean Watkins & Eager PLLC, Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds (a “Nationally Recognized Bond Counsel”).

“Bond Fund” shall mean the Bond Fund (HPM Development Project), including a Reserve Account, if any, as created by Section 2.01 of the Bond Resolution and provided for in the Interlocal Agreement.

“Bond Payments” shall mean payments of principal of, premium, if any, and interest on the Bonds, and Paying Agent charges pertaining to the Bonds, and any other payments as are provided for in the Bond Resolution regarding the payment of and security for the Bonds, and specifically including any prepayments of principal on the Bonds.

“Bond Purchase Agreement” shall mean the bond purchase agreement, commitment to finance, term sheet, or other similar agreement to be entered into between the Municipality and the Purchaser for the sale and purchase of the Bonds, attached here to as **Exhibit B**.

“Bond Resolution” shall mean this resolution adopted by the Governing Body authorizing and directing the issuance of the Bonds.

“Bondholder” or any similar term, shall mean any Person who shall be the Registered Owner of any Outstanding Bonds.

“Business Day” shall mean a day of the year on which banks located in the city in which the principal office of the Paying Agent is located are not required or authorized to remain closed.

“Captured Assessed Value” shall mean, with respect to real property within the TIF District, including personal property located thereon, the amount by which the “Current Assessed Value” of such property exceeds the “Original Assessed Value,” as such terms are defined in the Act.

“Chancery Clerk” shall mean the Chancery Clerk of the County.

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

“Closing Date” with respect to the Bonds shall mean the date of issuance and delivery of the Bonds to the Purchaser.

“Code” shall mean the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and any regulations promulgated thereunder.

“Costs of the Infrastructure Improvements” shall mean any or all of the costs of acquisition and construction of the Infrastructure Improvements for the Project.

“Counsel to the Municipality” shall mean Mitchell, McNutt & Sams, Columbus, Mississippi.

“County” shall mean Oktibbeha County, Mississippi.

“County Ad Valorem TIF Revenues” shall mean 100% of the County’s additional ad valorem tax revenues received by the County resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the Act; provided, however, that the amount of the Bonds to be issued will be sized based upon 50% of the County Ad Valorem TIF Revenues.

“Debt Service Reserve Requirement” means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future Fiscal Year on all Bonds then Outstanding; (ii) 120% of the average Annual Debt Service Requirement for the Bonds; or (iii) 10% of the stated principal amount of the Bonds.

“Developer” shall mean HPM Development, LLC, a Mississippi limited liability company, or any entities related thereto, or any successors or assigns thereof, the developer of the Project.

“Development and Reimbursement Agreement” shall, collectively, mean that certain development and reimbursement agreement between the Municipality and the Developer, approved by the Governing Body on June 16, 2015, and dated June 16, 2015, and that certain amended and restated development and reimbursement agreement between the Municipality and the Developer, approved by the Governing Body on April 21, 2026, and dated April 21, 2026.

“DTC” shall mean The Depository Trust Company, New York, New York.

“Fiscal Year” shall mean the period commencing on the first day of October of one year and ending with the last day of September of the following year.

“Governing Body” shall mean the Mayor and Board of Aldermen of the Municipality.

“Bondholder” or any similar term, shall mean any Person who shall be the Registered Owner of any Outstanding Bonds.

“Improvement Fund” shall mean the Improvement Fund (HPM Development Project), created by Section 2.01 of the Bond Resolution.

“Infrastructure Improvements” shall mean various public infrastructure improvements, as described further in the TIF Plan, including, but not limited to, installing or constructing various infrastructure improvements for the use or benefit of the Project, which may include but are not limited to, acquiring and constructing improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; construction, renovation, demolition or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, and surface parking; demolition of structures; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related soft costs including, but not limited to, architectural/engineering fees, attorney’s fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

“Interlocal Agreement” shall mean the Interlocal Cooperation Agreement between the Municipality and the County, pursuant to the Act and Sections 17-11-1 *et seq.*, Mississippi Code of 1972, as amended (the “Interlocal Act”), approved by the Governing Body of the Municipality on June 16, 2015, approved by the Board of the County on June 24, 2015, approved by the Attorney General of the State on September 16, 2015, filed with the Secretary of State of the State on September 23, 2015, and filed with the Chancery Clerk of the County on October 6, 2015, wherein the Municipality and the County agree to pay a portion of the Bonds from the TIF Revenues, as provided in the Interlocal Agreement.

“Maximum Annual Debt Service Requirement” shall mean, at any given time of determination with respect to the Bonds or any series thereof, an amount equal to the maximum Annual Debt Service Requirement coming due thereon for the then current or any future Fiscal Year.

“Mayor” shall mean the Mayor of the Municipality.

“Municipal Advisor” shall mean Stephens Inc., Ridgeland, Mississippi, the “Independent Registered Municipal Advisor” to the Municipality.

“Municipality” shall mean the City of Starkville, Mississippi.

“Municipality Ad Valorem TIF Revenues” shall mean 100% of the Municipality’s additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the Act; the amount of the Bonds to be issued will be sized based upon 50% of the Municipality Ad Valorem TIF Revenues.

“Original Assessed Value” shall mean with regard to ad valorem taxes of the Municipality and the County, the assessed value of all real and personal property included in the TIF District at the time the TIF Plan was approved by the County on June 24, 2015, and by the City on June 16, 2015, as such term is defined in the Act.

“Outstanding” in connection with the Bonds shall mean, as of the time in question, all Bonds authenticated and delivered pursuant to the Bond Resolution, or any resolution authorizing and directing the issuance of any Additional Bonds, except:

(a) Bonds deemed paid pursuant to Section 9.02 hereof or pursuant to any similar provisions in any resolution authorizing and directing the issuance of any Additional Bonds; and

(b) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Sections 3.03(b), 3.04, or 3.05 hereof or pursuant to any similar provisions in any Additional Bonds Resolution.

In determining whether the Bondholders of a requisite aggregate principal amount of Outstanding Bonds have concurred in any request, demand, authorization, direction, notice, consent or waiver pursuant to the provisions hereof, unless all Outstanding Bonds are so held, Bonds which are held by or on behalf of the Municipality or any Person controlling, controlled by or under common control with the Municipality shall be disregarded for the purpose of any such determination.

“Paying Agent” shall mean any bank, trust company, other institution, or the City Clerk, as designated whether herein or hereafter by the Governing Body, to make payments of the principal of and interest on the Bonds, to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

“Payment Date” shall mean such dates as are set out in the Bond Purchase Agreement for the payment of principal and interest on the Bonds.

“Person” shall mean an individual, partnership, corporation, trust, or unincorporated organization and a government or agency or political subdivision thereof.

“Procedures” shall mean the Post Issuance Compliance Procedures, in substantially the form set out in **Exhibit C** hereto.

“Project” shall mean, together, the original development plan of a Chevrolet, Chrysler, Dodge, Jeep, Ram Dealership Complex and mixed use development containing a convenience store, restaurant, 20,000 square feet of office space, and approximately 15 single family housing units, located on 25.68 acres off of Highway 12, Pat Station Road, and Ole West Point Road, representing a private investment in excess of \$21,000,000, and the current development plan of a Chevrolet, Chrysler, Dodge, Jeep Ram dealership and related improvements and further development of an additional dealership as well as a recreational vehicle housing complex and amenities, known as the HPM Development Project, as described more fully in the Development Agreement.

“Purchaser” shall mean the purchaser or purchasers of the Bonds.

“Record Date” shall mean, as to interest payments, the fifteenth day of the calendar month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the fifteenth day of the calendar month preceding the maturity date thereof.

“Record Date Registered Owner” shall mean the Registered Owner as of the Record Date.

“Redevelopment Plan” shall mean the Municipality’s *Tax Increment Financing Redevelopment Plan of 2026, City of Starkville, Mississippi*, as amended from time to time, approved by the Governing Body of the Municipality on April 4, 2006.

“Registered Owner” shall mean the Person whose name shall appear as the owner of a Bond in the registration records of the Municipality.

“Representation Letter” shall mean the blanket letter of representation to DTC pertaining to book-entry obligations of the Municipality.

“Reserve Account” means the debt service reserve account by that name authorized by Section 2.01 of the Bond Resolution.

“Sales Tax Rebate TIF Revenues” shall mean 100% of the City’s additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the “original sales value,” as defined and calculated in the manner set forth in the Act; provided, however, that the amount of the Bonds to be issued will be sized based upon 50% of the Sales Tax Rebate TIF Revenues.

“State” shall mean the State of Mississippi.

“Subsection 148(f)” shall mean Subsection 148(f) of the Code.

“Subsection 148(f) Regulations” shall mean any regulations promulgated from time to time pursuant to Subsection 148(f).

“TIF District” shall mean the tax increment financing district for the Project described in the TIF Plan.

“TIF Plan” shall mean *the Tax Increment Financing Plan, HPM Development Project, Starkville, Mississippi*, adopted by the Governing Body of the Municipality on June 16, 2015, and adopted by the Board of the County on June 24, 2015.

“TIF Revenues” shall mean, together, the County Ad Valorem TIF Revenues, the Municipality Ad Valorem TIF Revenues, and the Sales Tax Rebate TIF Revenues.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The Governing Body of the Municipality has heretofore approved the Redevelopment Plan.

3. The Governing Body of the Municipality has heretofore on June 2, 2015, adopted a resolution declaring its intention to exercise its tax increment financing power pursuant to the Act and the Redevelopment Plan, and called a public hearing on the TIF Plan to be held on June 16, 2015. Notice of the public hearing on the TIF Plan was published in *The Starkville Daily News* on June 5, 2015. The Governing Body held a public hearing on the TIF Plan on June 16, 2015, and following the public hearing, the Governing Body adopted a resolution on June 16, 2015, approving the TIF Plan.

4. The Board of the County adopted a resolution declaring its intention to approve the TIF Plan, pursuant to the Act and the Redevelopment Plan, and called a public hearing on the TIF Plan to be held on June 24, 2015. Notice of the public hearing on the TIF Plan was published in *The Starkville Daily News* on June 11, 2015. The Board held a public hearing on the TIF Plan on June 24, 2015, and following the public hearing, the Board adopted a resolution on June 24, 2015, approving the TIF Plan.

5. The Governing Body of the Municipality hereby confirms and reapproves the adoption of the Redevelopment Plan and the TIF Plan.

6. The TIF Plan and the above proceedings authorize the Municipality to use the proceeds of the Bonds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements, as detailed in the information attached hereto as **Exhibit E**.

7. On June 16, 2015, and April 21, 2026, the Governing Body of the Municipality adopted a resolution approving the execution of the Development and Reimbursement Agreement pertaining to the Project between the Municipality and the Developer, such Development and Reimbursement Agreement being recorded in the Minutes of the Governing Body.

8. The Developer requested an amendment to the Development Agreement refining the scope of the Project and extending the timeframe in which the Bonds may be issued pursuant to the Development Agreement, and in consideration thereof, the Developer agreed to forego additional series of the bonds and requested that the Municipality proceed to issue one series of the Bonds in a principal amount not to exceed \$1,000,000, which shall be used to reimburse the Developer for all or a portion of certain eligible Infrastructure Improvements. Pursuant to the Development Agreement, the Bonds must be issued within one year of the final adoption of the Development Agreement.

9. The Governing Body of the Municipality has heretofore entered into the Interlocal Agreement with the County to divert a sufficient portion of its Municipality Ad Valorem TIF Revenues and a sufficient portion of its Sales Tax Rebate TIF Revenues to the payment of Bond Payments, as provided for in the Act, in the Interlocal Act, in the Interlocal Agreement, and in the Bond Resolution.

10. The Board of the County has heretofore entered into the Interlocal Agreement with the Municipality to divert a sufficient portion of its County Ad Valorem TIF Revenues to the

payment of Bond Payments, as provided for in the Act, in the Interlocal Act, in the Interlocal Agreement, and in the Bond Resolution.

11. The Ad Valorem Tax Assessment Certificate of the Tax Assessor of the County, dated April 27, 2026, is attached hereto as **Exhibit A**.

12. Diversion Certificates dated April 1, 2026, from the Mississippi Department of Revenue regarding the Sales Tax Rebate TIF Revenues are attached hereto as **Exhibit A**.

13. The Municipality is now authorized pursuant to the provisions of the Act to issue the Bonds to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements, the Bonds to be payable solely from the TIF Revenues as provided herein and in the Interlocal Agreement.

14. The maximum aggregate principal amount of the Bonds authorized herein is \$1,000,000. The actual amount issued pursuant to the Bond Resolution shall be such amount as is actually sold and delivered pursuant to the Bond Purchase Agreement. Any authorized but unissued amount may be issued pursuant to subsequent deliberations and actions of the Municipality.

15. The Municipality will size the principal amount of the Bonds or any series thereof so that the principal amount of the Bonds will equal the lesser of (1) such amount as can be paid from the TIF Revenues, as determined by the Municipality in accordance with fact, and (2) \$1,000,000.

16. Pursuant to the Act and the TIF Plan, the Bonds will be secured by (a) a pledge of 100% of the Municipality Ad Valorem TIF Revenues, (b) a pledge of 100% of the Sales Tax Rebate TIF Revenues, and (c) a pledge of 100% of the County Ad Valorem TIF Revenues, further detailed in the Interlocal Agreement, all as pursuant to the Interlocal Agreement between the Municipality and the County.

17. The amount of the Bonds to be issued will be sized based upon 50% of the Municipality Ad Valorem TIF Revenues, 50% of the Sales Tax Rebate TIF Revenues, and 50% of the County Ad Valorem TIF Revenues.

18. Pursuant to the Act, the Municipality is authorized to sell the Bonds at private sale, such sale to be consummated pursuant to the Bond Purchase Agreement, and it is necessary and appropriate for the Municipality to approve and distribute the Bond Purchase Agreement, in substantially the form attached hereto as **Exhibit B**, and to authorize the Mayor to execute the Bond Purchase Agreement on behalf of the Municipality provided that: (a) the aggregate principal amount of the Bonds shall not exceed \$1,000,000, (b) the Bond Purchase Agreement shall be executed within one year of the adoption of the Bond Resolution, (c) the term of the Bonds shall not extend for more than 15 years or not longer than the remaining life of the TIF District, (d) the overall interest rate for the Bonds shall not exceed 11% per annum, and (e) the payments of principal and interest can be made from projected TIF Revenues as provided for in the Bond Resolution and in the Interlocal Agreement.

19. The Code provides that noncompliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance and provides that

the tax-exempt status of interest on obligations such as the Bonds is contingent on a number of future actions by the Municipality. It is necessary to make certain covenants pertaining to the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation since such exclusion may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

20. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds. No more than 50% of the proceeds of the Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

21. The Bonds are not “private activity bonds” as such term is defined in Section 141 of the Code.

22. The Bond Purchase Agreement pertaining to the sale of the Bonds to the Purchaser should be approved by the Governing Body of the Municipality, and copies thereof distributed to prospective purchasers of the Bonds, in substantially the form attached hereto as **Exhibit B**.

23. The Governing Body of the Municipality desires to approve and adopt the Post Issuance Compliance Procedures in substantially the form attached hereto as **Exhibit C**.

24. The Municipality desires to go forward with preparation for the issuance of the Bond and in connection therewith desires to affirm and/or approve the engagement of certain professionals to assist with the issuance of the Bonds by the execution of any required letters of engagement and disclosure attached hereto as **Exhibit D**.

25. The Governing Body does now find and determine that it is necessary, advisable, and in the public interest that the Bonds be prepared, executed, and issued as hereinafter provided.

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

**ARTICLE I.
STATUTORY AUTHORITY; SALE AND AWARD OF BONDS**

SECTION 1.01. AUTHORITY OF THIS RESOLUTION. The Bond Resolution is adopted pursuant to the authority of and in compliance with the provisions of the Act.

SECTION 1.02. ENGAGEMENT OF PROFESSIONALS. In connection with the issuance of the Bonds for the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements for the Project, the Governing Body of the Municipality affirms and/or approves the engagement of certain professionals to assist with the issuance of the Bonds and authorizes the Mayor and/or the City Clerk to execute any necessary letters of engagement and disclosure. The Governing Body of the Municipality affirms or authorizes the engagement of the following: (a) Watkins & Eager PLLC, Jackson, Mississippi, to serve as Bond Counsel; and, (b) Mitchell, McNutt & Sams, Columbus, Mississippi, to serve as Counsel to the Municipality; and (c) Stephens

Inc., Ridgeland, Mississippi, to serve as Municipal Advisor. The Mayor and the City Clerk are authorized to execute any letters of engagement and/or disclosure attached hereto as **Exhibit D**.

SECTION 1.03. SALE OF BONDS PURSUANT TO BOND PURCHASE AGREEMENT.

(a) Sale of the Bonds. The Bonds shall be sold to the Purchaser pursuant to the Bond Purchase Agreement.

(b) Bond Purchase Agreement. The Bond Purchase Agreement, in substantially the form attached hereto as **Exhibit B**, is hereby approved and authorized to be distributed, and the Mayor is authorized to execute and deliver the Bond Purchase Agreement for and on behalf of the Municipality, with such completions, changes, insertions, and modifications as shall be approved by the Mayor and the Purchaser, the execution thereof by the Mayor to be conclusive evidence of such approval by the Municipality, provided that: (a) the aggregate principal amount of the Bonds shall not exceed \$1,000,000, (b) the Bond Purchase Agreement shall be executed within one year of the adoption of the Bond Resolution, (c) the term of the Bonds shall not extend for more than 15 years or not longer than the remaining life of the TIF District, (d) the overall interest rate for the Bonds shall not exceed 11% per annum, and (e) the payments of principal and interest can be made from TIF Revenues as provided for in the Bond Resolution and in the Interlocal Agreement. The Governing Body hereby approves the execution and distribution of the Bond Purchase Agreement in substantially the form set out in **Exhibit B** hereto, to facilitate the sale of the Bonds, with such completions, changes, insertions, and modifications as shall be approved by the officers of the Municipality executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval.

ARTICLE II.

ESTABLISHMENT OF FUNDS; APPLICATION OF BOND PROCEEDS

SECTION 2.01. ESTABLISHMENT OF FUNDS. There are hereby affirmed or established the following special funds.

(a) Bond Fund (HPM Development Project). The Bond Fund is hereby authorized and established as a special trust fund of the Municipality. The Bond Fund shall be used only for the deposit of TIF Revenues and the payment of principal of, premium, if any, and interest on the Bonds, and related payment expenses, so long as any of the Bonds remain Outstanding.

(1) Reserve Account. If required by the Municipality or the Purchaser in the Bond Purchase Agreement, the Municipality shall establish a "Reserve Account" in an amount and in accordance with the provisions to be set forth in the Bond Resolution. The Reserve Account shall be maintained with a qualified depository.

(b) Improvement Fund (HPM Development Project). The Improvement Fund is hereby authorized and established as a special trust fund of the Municipality. The Improvement Fund shall be held as a special trust fund separate and apart from all other funds and accounts of the Municipality. The moneys in the Improvement Fund shall be used to pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements, including without limitation the reimbursements to the Developer for the moneys advanced for the Costs of the

Infrastructure Improvements, pursuant to the Development and Reimbursement Agreement and the Bond Resolution.

(c) The City Clerk and the Mayor are authorized to take such actions as are necessary to open any accounts described herein related to the Bonds with financial institutions, including, but not limited to, the Bond Fund, the Reserve Account, and the Improvement Fund.

SECTION 2.02. APPLICATION OF BOND PROCEEDS. All moneys received from the sale of the Bonds shall, on the date of delivery of the Bonds, be applied as follows:

(a) Bond Fund. A sum equal to the accrued interest, if any, received upon the sale and delivery of the Bonds shall be deposited in the Bond Fund herein established upon receipt thereof, including the:

(1) Reserve Account. If required by the Municipality or the Purchaser in the Bond Purchase Agreement, a sufficient portion of the proceeds of the sale of the Bonds shall be deposited into a Reserve Account, together with any other moneys, if any, available for such purpose, in an amount sufficient to satisfy the Debt Service Reserve Requirement.

(b) Improvement Fund. After the payment of the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and the funding of a Reserve Account, if required by the Municipality or the Purchaser in the Bond Purchase Agreement, the remaining proceeds of the sale of the Bonds shall be deposited into the Improvement Fund to pay the Costs of the Infrastructure Improvements for the Project.

ARTICLE III. AUTHORIZATION, TERMS AND EXECUTION OF THE BONDS

SECTION 3.01. AUTHORIZATION AND TERMS OF THE BONDS; REDEMPTION PRIOR TO MATURITY. (a) In order to finance the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements, the Bonds are hereby authorized and directed to be issued. The Bonds shall be issued as fully registered bonds; shall be dated such date specified in the Bond Purchase Agreement; shall be in the actual principal amount specified in the Bond Purchase Agreement; shall be in the denominations specified in the Bond Purchase Agreement; shall be numbered consecutively in numerical order from 1 upward; shall bear interest from the date thereof at the rates specified in the Bond Purchase Agreement, commencing on a date specified in the Bond Purchase Agreement, payable semiannually on such dates in each year as specified in the Bond Purchase Agreement; and shall mature, subject to prior redemption, if so provided in the Bond Purchase Agreement, on the dates and in the years and principal amounts specified in the Bond Purchase Agreement.

(b) The Bonds shall be issued in such actual amount as is specified in the Bond Purchase Agreement and actually sold and delivered. The remaining authorized but unissued Bonds shall then be such amount as equals \$1,000,000 less the amount issued pursuant to the Bond Resolution and the Bond Purchase Agreement.

(c) Mandatory Sinking Fund Redemption. The Bonds may be subject to mandatory sinking fund redemption if so provided in and according to the terms and conditions in the Bond Purchase Agreement.

(d) Optional Redemption.

(1) The Bonds may be subject to optional redemption prior to their respective maturities at the election of the Municipality or the Purchaser if so provided in the Bond Purchase Agreement and according to the terms and provisions as set forth in the Bond Purchase Agreement, either in whole or in part on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption.

(2) Interest shall cease to accrue on any of the Bonds which are duly called for prior redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

(3) Notice of each redemption, if any, shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the Outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as the paying Agent shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Bonds, and for all purposes of the Bond Resolution, all provisions relating to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

(4) If less than all of a Bond is to be redeemed, then in such case, upon the surrender of such Bond, there shall be issued to the Registered Owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, a new Bond or Bonds of like designation, interest rate and maturity in any authorized denomination.

(5) Prior to the date fixed for redemption, if any, moneys shall be placed in trust with the Paying Agent to pay the principal amount thereof together with accrued interest to the date fixed for redemption of the Bonds called for redemption and accrued interest thereon to the redemption date, with irrevocable instructions to apply such funds to such payment on such date. Upon the happening of the above conditions, the Bonds, or portions thereof, thus called for redemption shall cease to bear interest from and after the redemption date, shall no longer be protected by the Bond Resolution and shall not be deemed to be Outstanding pursuant to the provisions of the Bond Resolution.

SECTION 3.02. PAYMENTS OF INTEREST AND PRINCIPAL.

(a) Payments of principal shall be made without the necessity of presentation and surrender of the Bonds then due for payment at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of any such Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Interest on the Bonds shall be paid and, without the necessity of presentation and surrender of the Bonds as set forth in Section 3.02 hereof, principal of the Bonds shall be paid by wire transfer or check or draft delivered to or mailed on the applicable Payment Date to the Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable Payment Date to be effective as of such date.

SECTION 3.03. EXECUTION, VALIDATION, AND DELIVERY OF THE BONDS.

(a) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Paying Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the Municipality whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(b) In case any Bond shall become mutilated, stolen, destroyed, or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity, and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed, or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Bond stolen, destroyed, or lost, his filing with the Municipality or Paying Agent evidence satisfactory to them that such Bond was stolen, destroyed, or lost, and of his ownership thereof, and furnishing the Municipality or Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

(c) The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and purchase, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale, validation, execution, and delivery of the Bonds, and the receipt of any approving opinions reasonably required by the Municipality or the Purchaser.

(d) Prior to or simultaneously with the delivery by the Paying Agent of any of the Bonds, the Municipality shall file with the Paying Agent:

(1) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale, validation, execution, and delivery of the Bonds; and

(2) an authorization to the Paying Agent, signed by the Mayor or the City Clerk, to authenticate and deliver the Bonds to the Purchaser.

(e) The Paying Agent shall authenticate the Bonds and deliver them to the Purchaser upon payment of the purchase price of the Bonds to the Municipality.

(f) The Paying Agent is hereby authorized upon the written approval of the Mayor and/or the City Clerk to have printed from time to time as necessary additional bond certificates, which certificates may bear the manual or facsimile seal of the Municipality and manual or facsimile signatures of the officials of the Municipality as of the date of the authorization thereof or as of the date of execution.

(g) The Bonds herein directed to be issued may be submitted to validation pursuant to the provisions of Sections 31-11-1 *et seq.*, Mississippi Code of 1972, as amended, and, to that end, if requested, the City Clerk is hereby instructed to make up, certify, and transmit to the State Bond Attorney a transcript of proceedings and other documents relating to the authorization and issuance of the Bonds.

(h) When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the Municipality in the office of the City Clerk in a book maintained for that purpose, and the City Clerk shall cause to be imprinted upon or accompany each of the Bonds, over his manual or facsimile signature and impressed or facsimile seal, his certificate in substantially the form set out in Section 3.08 hereof.

SECTION 3.04. INTERCHANGEABILITY OF BONDS. The Bonds, upon surrender thereof at the office of the Paying Agent, together with an assignment duly executed on the Bond by the Registered Owner or his attorney or legal representative, may be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity, of any denomination or denominations authorized by the Bond Resolution, and bearing interest at the same rate.

SECTION 3.05. TRANSFER OF BONDS.

(a) Each Bond shall be transferable only on the books of the Municipality kept by the Paying Agent, upon surrender thereof at the principal office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any such Bond, the Municipality shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond.

(b) The Municipality and the Paying Agent may deem and treat the Person in whose name any Bond shall be registered upon the books of the Municipality as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal and accrued interest on such Bond and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge

the liability of the Municipality upon such Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

(c) In all cases in which the privilege of transferring Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of the Bond Resolution.

SECTION 3.06. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFERS.

(a) In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Municipality shall execute and the Paying Agent, as Bond Registrar, shall authenticate and deliver Bonds in accordance with provisions of the Bond Resolution without expense to the Bondholders.

(b) Neither the Municipality nor the Paying Agent shall be obligated to exchange or transfer any Bond during the 15 days next preceding (i) a Payment Date or (ii) in the case of any proposed redemption of Bonds, the date of the mailing of notice of such redemption.

SECTION 3.07. PROVISIONS CONCERNING THE PAYING AGENT.

(a) The initial Paying Agent for the Bonds, which shall serve as paying agent, registrar and transfer agent, shall be such Person as is designated in the Bond Purchase Agreement. The Paying Agent shall serve as paying agent, registrar, and transfer agent for the Bonds.

(b) So long as any of the Bonds shall remain Outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Bonds. The Paying Agent is hereby appointed registrar for the Bonds, in which capacity the Paying Agent shall register in such records and permit them to be transferred thereon, pursuant to such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The Municipality shall pay or reimburse the Paying Agent (other than the City Clerk, if so designated) for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the Municipality and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying Agent, shall be made by the Municipality on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least 60 days' written notice to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to the Bond Resolution.

(2) Upon receiving notice of the resignation of a Paying Agent, the Municipality shall promptly appoint a successor Paying Agent by resolution of the Governing Body. Any appointment of a successor Paying Agent shall become effective on the effective date of the resignation or removal of the predecessor Paying Agent upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within 30 days after the notice of resignation, the resigning Paying Agent may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

(3) In the event of a change of Paying Agents, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to the Bond Resolution in connection with its role as such Paying Agent, and the successor Paying Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

(4) Any successor Paying Agent other than the City Clerk appointed pursuant to the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(5) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying Agent and to the Municipality an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent, without any further act, shall become fully vested with all the rights, immunities, and powers, and subject to all the duties and obligations, of its predecessor.

(6) Should any transfer, assignment, or instrument in writing be required by any successor Paying Agent from the Municipality to more fully and certainly vest in such successor Paying Agent the estates, rights, powers, and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment, and written instruments shall, on request, be executed, acknowledged, and delivered by the Municipality.

(7) The Municipality will provide any successor Paying Agent with certified copies of all resolutions, orders, and other proceedings adopted by the Governing Body relating to the Bonds.

(8) All duties and obligations imposed hereby on a Paying Agent or successor Paying Agent shall terminate upon the accomplishment of all duties, obligations, and responsibilities imposed by law or required to be performed by the Bond Resolution.

(e) Successor as Paying Agent. Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell

or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible pursuant to the provisions of this Section.

SECTION 3.08. FORM OF THE BONDS. The Bonds shall be in substantially the following form, with such omissions, insertions, and variations as may be approved by the Mayor and City Clerk, execution thereof to be conclusive evidence of such approval:

**STATE OF MISSISSIPPI
CITY OF STARKVILLE, MISSISSIPPI
TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2026
(HPM DEVELOPMENT PROJECT)**

NO. R-_____ \$ _____

<u>Rate of Interest</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>[CUSIP]</u>
_____%	_____, 20__	_____, 20__	_____

Registered Owner: _____

Principal Amount: _____ Dollars

The City of Starkville, Mississippi (the “Municipality”), a political subdivision existing pursuant to the Constitution and laws of the State of Mississippi (the “State”), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, on the maturity date stated above, without the necessity of the presentation and surrender of this Bond at the principal corporate trust office of _____, _____, _____, or its successor, as paying agent (the “Paying Agent”) for the \$_____ Tax Increment Financing Revenue Bonds, Series 2026 (HPM Development Project), of the Municipality, dated and issued _____, 20__ (the “Bonds”), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Bonds, as of the fifteenth day of the calendar month preceding the maturity date hereof.

The Municipality further promises to pay interest, calculated on the 30/360 basis, on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest set forth above, payable on _____, 20__, and semiannually thereafter on _____ 1 and _____ 1 of each year until said principal sum is paid, to the Registered Owner hereof whose name shall appear in the registration records of the

Municipality maintained by the Paying Agent as of the fifteenth day of the calendar month preceding the applicable interest payment date.

Payments of principal of and interest on this Bond shall be made by wire transfer or check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which any Bond shall be presented and surrendered for payment as provided herein) to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable principal or interest payment date.

This Bond is issued pursuant to the authority of the Constitution and statutes of the State, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “Act”), and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality (the “Governing Body”), including a resolution authorizing and directing the issuance of the Bonds adopted _____, 20__ (the “Bond Resolution”). Capitalized terms used herein and not otherwise defined shall have the meanings given in the Bond Resolution.

This Bond is one of a series of bonds of like date of original issue, tenor, and effect, except as to denomination, number, rate of interest, and date of maturity, issued in the aggregate authorized principal amount of \$_____ to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements (as defined in the Bond Resolution).

The Bonds are limited obligations of the Municipality payable solely from and secured by a pledge of a sufficient amount of the TIF Revenues defined herein below.

“County Ad Valorem TIF Revenues” shall mean 100% of the County’s additional ad valorem tax revenues received by the County resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the Act; provided, however, that the amount of the Bonds to be issued will be sized based upon 50% of the County Ad Valorem TIF Revenues.

“Municipality Ad Valorem TIF Revenues” shall mean 100% of the Municipality’s additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the Act; the amount of the Bonds to be issued will be sized based upon 50% of the Municipality Ad Valorem TIF Revenues.

“Sales Tax Rebate TIF Revenues” shall mean 100% of the City’s additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the “original sales value,” as defined and calculated in the manner set forth in the Act; provided, however, that the amount of the Bonds to be issued will be sized based upon 50% of the Sales Tax Rebate TIF Revenues.

“TIF Revenues” shall mean, together, the County Ad Valorem TIF Revenues, the Municipality Ad Valorem TIF Revenues, and the Sales Tax Rebate TIF Revenues.

This Bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State, and shall never constitute nor give rise to a pecuniary liability of the Municipality or a charge against its general credit or taxing power other than as provided in the Bond Resolution.

The Bonds are registered as to both principal and interest and are to be issued or reissued in the denomination of \$_____ each, or any integral multiple of \$_____ in excess thereof up to the amount of a single maturity.

Bonds maturing after _____ 1, 20__, are subject to redemption prior to their respective maturities at the election of the Municipality on and after _____ 1, 20__, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at a price equal to 100% of the principal amount thereof together with accrued interest to the date fixed for redemption.

At least thirty days before the redemption date of any Bonds, the City Clerk shall cause a notice of any such redemption to be filed with the Paying Agent and to be mailed, postage prepaid, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the principal and accrued interest to be paid, the place or places at which payment shall be made and, if less than all of the Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed.

Less than all of a Bond may be so redeemed, and in such case, upon the surrender of such Bond, there shall be issued to the Registered Owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, a new Bond or Bonds of like series, designation, interest rate and maturity in any authorized denomination.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner provided by and subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The Municipality and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Bond Resolution, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding day which is a Business Day, with the same force and effect as if done on the nominal date provided in the Bond Resolution, and no interest shall accrue for the period after such nominal date.

The Municipality in the Bond Resolution has covenanted and agreed that it will perform all duties required by law and by the Bond Resolution and that it will apply the proceeds of the Bonds to the purposes above set forth.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security pursuant to the Bond Resolution until the "Certificate of Registration and Authentication" hereon shall have been signed by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED, AND REPRESENTED that all conditions, acts, and things required by law to exist, to have happened, and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding limited obligations of the Municipality, according to the terms thereof, do exist, have happened, and have been performed in regular and due time, form, and manner as required by law.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the City Clerk, under the impressed or facsimile seal of the Municipality, which said facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, all as of this day, _____, 20__.

City of Starkville, Mississippi

Mayor

Attest:

City Clerk

(seal)

Registration and Validation Certificate

I, the undersigned City Clerk of the City of Starkville, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said Municipality pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by Validation Judgment of the Chancery Court of Oktibbeha County, Mississippi, rendered on _____, 20__.

City Clerk

(seal)

Certificate of Registration and Authentication

This Bond is one of the Bonds described in the within-mentioned Bond Resolution and is one of the \$_____ Tax Increment Financing Revenue Bonds, Series 2026 (HPM Development Project) of the City of Starkville, Mississippi, dated and issued _____, 20__.

_____, _____, _____,
as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within note and does hereby irrevocably constitute and appoint _____
as registrar and transfer agent to transfer the said note on the records kept for registration thereof
with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Signatory)

NOTICE: Signature(s) must be guaranteed
by an institution that is a participant in a
Securities Transfer Association recognized
signature guarantee program.

NOTICE: The signature to this Assignment
must correspond with the name of the
Registered Owner as it appears upon the face
of the within Bond in every particular,
without any alteration whatsoever.

Date of Assignment: _____

Insert Social Security Number or other Tax Identification Number of Assignee

**ARTICLE IV.
SECURITY FOR THE BONDS**

SECTION 4.01. BONDS SECURED BY PLEDGE OF TIF REVENUES. The payment of the principal of, premium, if any, and interest on the Bonds shall be secured equally and ratably by a pledge of a sufficient amount of the TIF Revenues required to pay such amounts when due. A sufficient amount of the TIF Revenues is hereby irrevocably pledged to pay the principal of, premium, if any, and interest on the Bonds and to make the payments into the Bond Fund and all other payments provided for in the Bond Resolution, as the same become due and payable.

SECTION 4.02. PLEDGE OF MONEYS IN CERTAIN FUNDS AND ACCOUNTS. The amounts held in the Bond Fund are hereby pledged to the payment of the principal of and interest on the Bonds. The moneys in the Improvement Fund, to the extent not used for the payment or reimbursement of the Costs of the Infrastructure Improvements, are pledged to the use described in Section 6.01 hereof.

SECTION 4.03. RIGHTS OF REGISTERED OWNERS. The pledges made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be for the equal benefit, protection, and security of the Registered Owners of any and all Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction. Should there be a failure in any year to comply with the requirements of this Article, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year.

SECTION 4.04. BONDS ARE LIMITED OBLIGATIONS. The Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State but shall be payable solely from a sufficient amount of the TIF Revenues, as provided in the Bond Resolution and in the Interlocal Agreement. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay the principal of and interest on the Bonds or the making of any other payments provided for in the Bond Resolution other than to the extent provided herein.

**ARTICLE V.
TIF REVENUES AND APPLICATION THEREOF**

SECTION 5.01. TIF REVENUES. While the Bonds are Outstanding, the TIF Revenues sufficient to provide for the deposits hereinafter required by this Article shall be deposited into the Bond Fund in accordance with this Article and in accordance with the provisions of the Interlocal Agreement; provided, however, that when and so long as no further deposits are required to be made into the Bond Fund, then no further deposits shall be made. The Bond Fund shall constitute a special trust fund for the purposes provided in the Bond Resolution and shall be kept separate and distinct from all other funds of the Municipality and used only in the manner provided for in the Bond Resolution.

SECTION 5.02. BOND FUND; DISCONTINUANCE OF PAYMENTS.

(a) Deposit of Ad Valorem TIF Revenues. County Ad Valorem TIF Revenues received by the Municipality from the County shall be received and deposited into the Bond Fund and those moneys provided for in the Bond Resolution and in the Interlocal Agreement shall be set aside or allocated to and deposited in the Bond Fund to provide for the Bond Payments on each Payment Date. Municipality Ad Valorem TIF Revenues are to be set aside and allocated to the Bond Fund pursuant to the Interlocal Agreement and to the Bond Resolution and shall be deposited in the Bond Fund.

(b) Deposit of Sales Tax Rebate TIF Revenues. Sales Tax Rebate TIF Revenues are to be set aside and allocated to the Bond Fund pursuant to the Interlocal Agreement and to the Bond Resolution and shall be deposited in the Bond Fund.

(c) Pledge of TIF Revenues. A sufficient portion of all TIF Revenues are pledged to the payment of the Bonds and, to the extent needed to provide for the Bond Payments, shall be deposited in the Bond Fund as provided hereinafter.

(d) Bond Fund (HPM Development Project). There shall be deposited into the Bond Fund from available TIF Revenues such amount that, together with moneys on deposit therein, will provide a sum for the payment of principal equal to the amount needed to pay the next installment of principal on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment), and a sum for the payment of interest equal to the amount of interest to come due through to the next installment of principal.

(e) Additional Deposits to Bond Fund. In addition to the deposits into the Bond Fund described above in this Section, there shall also be deposited into the Bond Fund:

(1) the accrued interest, if any, received upon delivery of the Bonds as provided in Section 2.02(a) hereof;

(2) any income received from investment of moneys on deposit in the Bond Fund;

(3) any balance remaining in the Improvement Fund following completion of the Infrastructure Improvements for the Project or final reimbursement of the Costs of the Infrastructure Improvements which is transferred to the Bond Fund pursuant to Section 6.01 hereof; and

(4) any other funds available to the Municipality which may lawfully be used for payment of the principal of and interest on the Bonds and which the Governing Body, in its discretion, directs to be deposited into the Bond Fund.

(f) No Further Payments. No further payments into the Bond Fund shall be required when the aggregate amount of moneys in the Bond Fund at least equal to the aggregate principal amount of the Bonds then Outstanding, plus the amount of interest then due or to become due on the Bonds then Outstanding, or when the Bonds shall be deemed fully paid within the meaning of Section 9.02 hereof.

SECTION 5.03. INVESTMENT OF MONEYS ON DEPOSIT IN THE FUNDS. The moneys at any time on deposit in any fund provided for by the Bond Resolution, including the Improvement Fund herein established, not immediately required for disbursement for the purposes for which such Funds are established, shall be invested in such instruments or investments as are permissible under applicable law or regulations of the State. The income received on the investment of any such moneys shall be credited to the fund for which such investments are made except as specifically provided in this Article. Provided, however the income received on any investments in the Improvement Fund shall be credited to such Improvement Fund until the Infrastructure Improvements for the Project are complete or final reimbursement of the Costs of the Infrastructure Improvements. Provided, however, that the investment income, if any, from assets held under the Reserve Account, if any, shall be retained in the Reserve Account to the extent of any deficiency in the Debt Service Reserve Requirement.

ARTICLE VI. IMPROVEMENT FUND

SECTION 6.01. IMPROVEMENT FUND (HPM DEVELOPMENT PROJECT). Pursuant to Article II hereof, the proceeds of the Bonds remaining after the deposit to the Bond Fund, if any, shall be irrevocably deposited by the Municipality into the Improvement Fund. Moneys in the Improvement Fund shall be applied solely first to pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and then to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements, including without limitation reimbursements to the Developer for the moneys advanced for the Costs of the Infrastructure Improvement. Any balance remaining in the Improvement Fund after completion of the Infrastructure Improvements for the Project or final reimbursement of the Costs of the Infrastructure Improvements shall be transferred to the Bond Fund and applied to the payment of the interest, and then to the payment of principal, on the Bonds on any Payment Date following such transfer.

ARTICLE VII. COVENANTS OF THE MUNICIPALITY

SECTION 7.01. ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF TIF REVENUES. Except upon the conditions and in the manner provided in Article IX hereof, the Municipality will not issue any other obligations payable from the TIF Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance, or any other charge having priority to or being on a parity with the lien of the Bonds and the interest thereon, upon any of the TIF Revenues.

Other than with regard to Additional Bonds, all obligations subsequently issued by the Municipality secured by TIF Revenues shall contain an express statement that such obligations are junior, inferior, and subordinate in all respects to the Bonds as to lien on and source of and security for payment from the TIF Revenues, and in all other respects.

SECTION 7.02. NON-ARBITRAGE COVENANTS REGARDING BONDS.

(a) The Municipality covenants and certifies to and for the benefit of the Registered Owners of the Bonds that it will neither take any action nor omit to take any action nor make any

investment or use of the proceeds from the issue and sale of the Bonds, including amounts treated as proceeds, if any, which will cause the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Bonds, at the time of such action, investment or use.

(b) (1) The Governing Body has made findings indicating that no rebate relating to the Bonds will be required to be made pursuant to the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Bonds, then the Municipality hereby covenants that it shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) in order that none of the Bonds shall be treated as an “arbitrage bond” pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States of America in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(2) In order to effectuate the foregoing covenant, the Municipality hereby further covenants and certifies that: (A) prior to delivery of the Bonds, it shall have received written instructions from Nationally Recognized Bond Counsel with respect to actions which will, pursuant to Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Bonds, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from Nationally Recognized Bond Counsel written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Bonds or alternative written instructions with respect to certain actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

(c) The Municipality shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Bonds to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Bonds in a manner or for a price which would cause any of the Bonds to be or become an “arbitrage bond” within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their “fair market value.”

(e) The Municipality will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as the Paying Agent or any Bondholder shall reasonably request in writing.

SECTION 7.03. COVENANTS REGARDING PRIVATE USE PERTAINING TO BONDS; COVENANTS AND REPRESENTATIONS REGARDING TAX-EXEMPT STATUS.

(a) No party (other than a governmental unit) which shall use all or any part of the property with respect to which all or any part of the proceeds of the Bonds are expended shall make any payments to the Municipality (other than normal and customary taxes due and payable to the Municipality, or other than normal and customary utility user fees due and payable from use as members of the general public) which are in any way related to any property with respect to which the proceeds of the Bonds are expended or in any other way related to the Bonds, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of principal of or interest on the Bonds payable during such year, unless the Municipality shall have received an opinion of Nationally Recognized Bond Counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(b) The Bonds are secured by and payable from the TIF Revenues. Such taxes are generally applicable taxes which are enforced contributions exacted pursuant to legislative authority in the exercise of the taxing power that are imposed and collected for the purpose of raising revenue to be used for governmental purposes. Such taxes also have a uniform tax rate that is applied to all Persons of the same classification in the appropriate jurisdiction and a generally applicable manner of determination and collection. No taxpayer has entered into an impermissible agreement with the Municipality relating to the payment of such taxes (e.g., an agreement to be personally liable on a tax that does not generally impose personal liability, to provide additional credit support such as a third party guarantee, or to pay unanticipated shortfalls; an agreement regarding the minimum market value of property subject to property tax; and an agreement not to challenge or seek deferral of the tax).

(c) None of the proceeds of the Bonds will be used to make or finance loans for Persons other than governmental units.

(d) The Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States of America, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (i) were or are to be sold at substantially the same time as the Bonds, (ii) were or are to be sold pursuant to the same plan of financing as the financing plan for the Bonds, and (iii) are payable directly or indirectly by the Municipality or from the source from which the Bonds are payable. The Municipality further covenants and certifies that there are no additional facts or circumstances which may further evidence that the Bonds are part of any other issue of obligations.

(e) The Municipality covenants and certifies that no payment of principal of or interest on the Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. The Municipality represents, warrants and covenants that none of the proceeds of the Bonds will be: (1) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America or any agency or instrumentality thereof or any entity with statutory

authority to borrow from the United States of America; or (2) invested (directly or indirectly) in any deposit or account which is insured pursuant to federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration, or any similar federally chartered corporation other than: (A) the investment of the proceeds of the Bonds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (D) investments in bonds issued by the Department of the Treasury of the United States of America; or (E) other investments permitted pursuant to regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(f) The Municipality covenants and certifies that, notwithstanding any provision of the Bond Resolution or the rights of the Municipality hereunder, the Municipality will not take or permit to be taken on its behalf any action which would impair the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and it will take such actions as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

(g) The Mayor and/or City Clerk are hereby authorized to execute one or more certificates in connection with the sale and delivery of the Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Bonds, and setting forth certain covenants, stipulations, and certifications with respect to the investment, use and expenditures of the proceeds of the Bonds, the use of property financed with proceeds of the Bonds, the sources of payment of the Bonds, and other similar matters. The Municipality hereby covenants to comply with all such covenants, stipulations and certifications. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate pursuant to the Code or Subsection 148(f) Regulations.

(h) In the event the Municipality receives an opinion of Nationally Recognized Bond Counsel to the effect that any of the computations, deposits or payments referenced in Section 7.02 and Section 7.03 hereof are not required to be made in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not make such computations, deposits or payments; or, to the effect that compliance with any of the covenants set forth in Section 7.02 and Section 7.03 hereof is not necessary in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not comply with such covenants except to the extent provided in such opinion.

(i) The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds, and no more than 50% of the proceeds of the Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

ARTICLE VIII. DEFAULT

SECTION 8.01. EVENT OF DEFAULT. An “Event of Default” as used in the Bond Resolution shall mean either of the following: (1) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due; (2) failure to comply with any other of the covenants of the Municipality set out in the Bond Resolution and the continuation thereof for 30 days after written notice specifying such failure shall have been given to the Municipality by any Bondholder; or (3) filing by the Municipality of a petition pursuant to federal bankruptcy laws or a petition seeking composition of indebtedness pursuant to any other applicable federal or state laws.

The Bondholders of not less than 25% of the aggregate principal amount of the Outstanding Bonds may, upon an Event of Default, by suit, action, mandamus, or other proceedings at law or in equity enforce and compel performance by the appropriate official or officials of the Municipality of any or all of the acts or duties to be performed by the Municipality pursuant to the provisions of the Act and the Bond Resolution to the extent allowed by law. The Bondholders of not less than 51% in aggregate principal amount of the Bonds then Outstanding may appoint a trustee for the Bondholders of all Outstanding Bonds with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders pursuant to the Bond Resolution.

Nothing contained in the Bond Resolution shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Municipality to pay the principal of and interest on each of the Bonds issued hereunder to the respective Bondholders thereof at the time and place and in the manner expressed in the Bonds.

ARTICLE IX. ADDITIONAL BONDS; DEFEASANCE

SECTION 9.01. ADDITIONAL BONDS. (a) No Additional Bonds shall be issued unless all of the following conditions are complied with:

(1) The Municipality must be current in all deposits into the Bond Fund, including the Reserve Account, and all payments theretofore required to have been deposited or made by it pursuant to the provisions of the Bond Resolution.

(2) (A) The consent of the Bondholders of 100% of the then Outstanding Bonds to the issuance of such Additional Bonds shall have been obtained, or (B) the amount of the TIF Revenues during any 12 consecutive months of the 18 months immediately preceding the delivery of the Additional Bonds will be at least equal to 120% of the Maximum Annual Debt Service Requirement, calculated by including the debt service on the Bonds and the proposed Additional Bonds.

(3) The Additional Bonds shall be issued for a purpose or purposes authorized by the Act and the TIF Plan.

(b) Such Additional Bonds:

(1) shall be dated, shall bear interest at a rate or rates not in excess of the rate then permitted by applicable law, and shall be payable as to principal and interest and shall mature on any Payment Date as shall be specified in the Additional Bonds Resolution;

(2) shall have such particular designations added to their title as the Municipality may determine, and may be in such denominations as shall be specified in the Additional Bonds Resolution; and

(3) may contain provisions for the redemption thereof at such prices, including principal and accrued interest, at such time or times, upon such notice, in such manner, and upon such other terms and conditions as shall be specified in the Additional Bonds Resolution.

(c) All of such Additional Bonds, regardless of the time or times of their issuance, shall rank equally with all other Bonds with respect to their lien on the TIF Revenues and their source of and security for payment therefrom without preference of any Bonds over any other.

(d) The Municipality shall not issue any obligations whatsoever payable from the TIF Revenues which rank equally as to lien and source and security for their payment from such TIF Revenues with the Bonds, except in the manner and pursuant to the conditions provided in this Section. Junior and subordinate bonds may be issued from time to time within the discretion of the Municipality.

SECTION 9.02. DEFEASANCE OF BONDS. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders of all Bonds the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Bond Resolution, then the pledge of any TIF Revenues, and other moneys and securities pledged pursuant to the Bond Resolution and all covenants, agreements, and other obligations of the Municipality to the Bondholders, shall thereupon cease, terminate, become void, and be discharged and satisfied.

Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Paying Agent (through deposit by the Municipality of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section. All Outstanding Bonds of a series shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if (a) in case any of the Bonds are to be redeemed on a date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on said date, (b) there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or moneys which shall be invested in direct obligations of the United States of America, or obligations the principal of and interest on which is guaranteed by the United States of America, and which obligations are not redeemable prior to their maturity by the issuer or any other Person other than the holder thereof, the principal of and the interest on which when due will provide money which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal and accrued interest, if

applicable, and interest due and to become due on the Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event the Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on such date and notice to the Bondholders of such Bonds has been given that the deposit required by (b) above has been made with the Paying Agent and that the Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal and accrued interest, if applicable, on the Bonds. Neither investments nor moneys deposited with the Paying Agent pursuant to this Section nor principal or interest payments on any such investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or interest payments on the Bonds; provided, that if the interest on such investments deposited with the Paying Agent, if not then needed for such purpose, may to the extent practicable and legally permissible, be reinvested in investments of the type allowed in Section 5.03 of the Bond Resolution maturing at times and in amounts sufficient to pay when due the principal and accrued interest, if applicable, and interest due or to become due on the Bonds to the redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments may be paid over to the Municipality, as received by the Paying Agent, free and clear of any trust, lien or pledge.

ARTICLE X. MISCELLANEOUS

SECTION 10.01. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, the Bond Resolution shall be deemed to be and shall constitute a contract between the Municipality and such Bondholders, and the covenants and agreements herein set forth to be performed by the Municipality shall be for the equal benefit, protection, and security of the Bondholders of any and all of the Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Bonds over any other thereof except as expressly provided therein and herein.

SECTION 10.02. MODIFICATION OR AMENDMENT. (a) No material modification or amendment of the Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Bondholders of two-thirds or more in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to pay the interest and principal on the Bonds, as the same mature and become due, from the TIF Revenues, or reduce such percentage of Bondholders of the Bonds required above for such modification or amendment without the consent of the Bondholders of all of the Bonds.

(b) The foregoing shall not be construed to prohibit supplemental amendments of the Bond Resolution without the consent of Bondholders for the following purposes:

(1) to add to the covenants and agreements of the Municipality herein contained other covenants and agreements thereafter to be observed and performed by the Municipality, provided that such other covenants and agreements shall not either expressly or implicitly limit or restrict any of the obligations of the Municipality contained in the Bond Resolution;

(2) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in the Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising pursuant to the Bond Resolution or any supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of the Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Bondholders of the Bonds; or

(3) to subject to the lien of the Bonds and the pledge herein contained additional revenues or receipts.

(c) Notwithstanding any provision herein to the contrary, the Bond Resolution may be amended by resolution of the Municipality prior to the delivery of the Bonds with the consent of the Purchaser.

SECTION 10.03. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions of the Bond Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions, and shall in no way affect the validity of any of the other provisions of the Bond Resolution or of the Bonds or interest thereon.

SECTION 10.04. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds, or the date on which any moneys are required to be deposited into any fund or account pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then paying of interest or principal, and premium, if any, or deposit into the Funds pursuant hereto, need not be made on such date but shall be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a Fund, and no interest shall accrue for the period after such date.

SECTION 10.05. ALLOCATION OF MONEYS. Whenever any amounts are required by the Bond Resolution to be on deposit in a specified fund or account pursuant hereto, it shall be sufficient if there is a clear allocation of such amounts in the records of the Municipality, notwithstanding that such amounts are combined with other moneys of the Municipality in a combined deposit or investment.

SECTION 10.06. BOND RESOLUTION FOR BENEFIT OF MUNICIPALITY, PAYING AGENT, AND REGISTERED OWNERS. Nothing in the Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any Person or entity, other than the Municipality, the Paying Agent, and the Registered Owners of the Bonds, any right, remedy, or claim pursuant to or by reason of the Bond Resolution or any covenant, condition, or stipulation hereof, and all covenants, stipulations, promises, and agreements in the Bond Resolution contained shall be for the sole and exclusive benefit of the Municipality, the Paying Agent, and the Registered Owners of the Bonds.

SECTION 10.07. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approves and adopts the Post Issuance Compliance Procedures in substantially the form set out in **Exhibit C** hereto.

SECTION 10.08. CERTIFICATES OF TAX ASSESSOR OF THE COUNTY AND MISSISSIPPI DEPARTMENT OF REVENUE. The City Clerk is hereby authorized and directed to request and deliver certificates each year from the Tax Assessor of the County and the Mississippi Department of Revenue while the TIF Plan is in effect certifying the Captured Assessed Value of the real and personal property of the Municipality and the County included in the TIF Plan and the diversion of Sales Tax Rebate TIF Revenues to the Municipality, in substantially the forms attached hereto as **Exhibit A**.

SECTION 10.09. BOOK-ENTRY ONLY SYSTEM. Notwithstanding anything herein to the contrary and unless specifically declined by the Purchaser of the Bonds, the Bonds shall be initially issued in the form of a separate, single, and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, all of the Outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipal and the Paying Agent shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC participants") or to any Person on behalf of whom such a DTC participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Municipality and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. Notwithstanding any other provision of the Bond Resolution to the contrary, the Municipal and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Bond Register as provided in the Bond Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than a Registered Owner, as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to the Bond Resolution. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in the Bond Resolution with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the

Record Date, the words “Cede & Co.” in the Bond Resolution shall refer to such new nominees of DTC.

In the event that the Municipality and the Paying Agent determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Municipality and the Paying Agent shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (b) notify DTC and DTC participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of the Bond Resolution.

Notwithstanding any other provision of the Bond Resolution to the contrary, so long as any of the Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE XI.
FURTHER ACTION; REPEALING CLAUSE AND EFFECTIVE DATE;
DESIGNATION OF BONDS

SECTION 11.01. **FURTHER ACTION.** The Mayor and the City Clerk are hereby authorized to execute such documents, instruments, certificates, and papers, and do such acts and things as may be necessary or appropriate in connection with the authorization, issuance, sale, validation, and delivery of the Bonds.

SECTION 11.02. **REPEALING CLAUSE AND EFFECTIVE DATE.** All ordinances, resolutions, or orders of the Governing Body in conflict with the provisions of the Bond Resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, the Bond Resolution shall become effective immediately upon the adoption thereof.

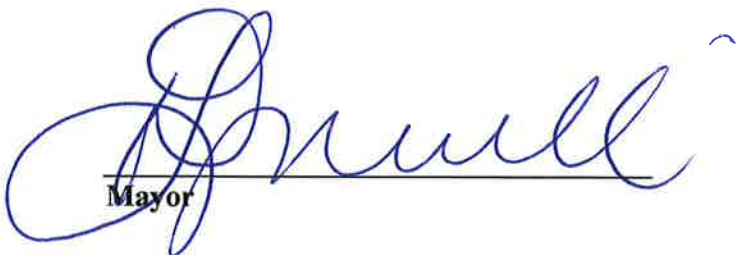
SECTION 11.03. **DEDICATION OF IMPROVEMENTS.** If it is in the best interests of the Municipality, the provisions of the Act requiring dedication of the “redevelopment project” to the Municipality shall not apply to such improvements that are constructed on the privately-owned portion of the Project.

Following the reading of the foregoing resolution and discussion thereof, Alderman Sistrunk moved and Alderman Moreland seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result 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: Yea
Alderman Henry N. Vaughn, Sr.	voted: Yea

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted on this day, May 19, 2026.

City of Starkville, Mississippi


Mayor

ATTEST:


City Clerk



Exhibit A

Certificates of Mississippi Department of Revenue

and

Certificate of Tax Assessor of Oktibbeha County, Mississippi

Diversion Certificate

— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI



Date: April 1, 2026

JOANNA MCLAURIN
STARKVILLE CITY OF
CITY HALL 110 WEST MAIN STREET
STARKVILLE MS 39759

**City of Starkville Sales Tax Diversion
HPM Development Project
As Diverted As Of May 31, 2023**

Pursuant to and as required by Miss. Code Ann. Section 21-45-21, as amended, and a resolution duly adopted by the Mayor and Board of Alderman of the City of Starkville, Mississippi dated on June 2, 2015 (the "TIF Plan"), the Mississippi Department of Revenue, as authorized by the "Tax Increment Financing Act", Miss. Code Ann. Section 21-45-21, as amended (the "Act"), and after having been requested and authorized to do so by the TIF Plan, does hereby certify that:

1. The Original Diversion Amount of the sales tax collected and diverted to the City from the Redevelopment Project as determined by the Mississippi Department of Revenue as of May 31, 2015 is \$0.00.
2. The Current Diversion Amount collected within the Redevelopment Project and diverted to the City and as determined by the Mississippi Department of Revenue as of May 31, 2023 is \$86,642.46.
3. On May 31, 2023 the incremental increase in diverted sales taxes resulting from the City sales tax is \$86,642.46 (the "Tax Increment").

For purposes of the Certificate, the following words and phrases shall have the following meaning:

"Current Diversion Amount" shall mean the amount of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City in the twelve month period ending May 31, 2015 and as of May 31 of each year thereafter as long as the Bonds are outstanding and as set forth in the Annual Diversion Certificate of the Mississippi Department of Revenue filed with the City.

"Original Diversion Amount" shall mean the amount of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City in the twelve-month period ending May 31, 2015, as certified by the Mississippi Department of Revenue as required by Miss. Code Ann. Section 21-45-21, as amended.

"Redevelopment Project" shall mean the City of Starkville, MS Project as described in detail in the Tax Increment Financing Plan for the HPM Development Project, City of Starkville, Mississippi, and approved by the Mayor and Board of Aldermen of the City on June 2, 2015, such project being located on parcel of land described in EXHIBIT A of said plan.

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Date: April 1, 2026

"Tax Increment" shall mean the added increments of municipal ad valorem tax and sales tax revenue resulting from the taxation of the captured assessed value of the real and personal property contained within and forming a part of the Redevelopment Project site and the increased increment of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City when the original diversion amount is subtracted from the current diversion amount to the City which shall be so much of the additional tax revenues necessary and sufficient to pay the principal of and interest on the Bond and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the paying agent but shall not include ad valorem taxes for school district purposes nor ad valorem taxes levied and collected for and on behalf of the City of Starkville, Mississippi.

Michelle Melendez, Deputy Bureau Director

Diversion Certificate

— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI



Date: April 1, 2026

JOANNA MCLAURIN
STARKVILLE CITY OF
CITY HALL 110 WEST MAIN STREET
STARKVILLE MS 39759

**City of Starkville Sales Tax Diversion
HPM Development Project
As Diverted As Of May 31, 2024**

Pursuant to and as required by Miss. Code Ann. Section 21-45-21, as amended, and a resolution duly adopted by the Mayor and Board of Alderman of the City of Starkville, Mississippi dated on June 2, 2015 (the "TIF Plan"), the Mississippi Department of Revenue, as authorized by the "Tax Increment Financing Act", Miss. Code Ann. Section 21-45-21, as amended (the "Act"), and after having been requested and authorized to do so by the TIF Plan, does hereby certify that:

1. The Original Diversion Amount of the sales tax collected and diverted to the City from the Redevelopment Project as determined by the Mississippi Department of Revenue as of May 31, 2015 is \$0.00.
2. The Current Diversion Amount collected within the Redevelopment Project and diverted to the City and as determined by the Mississippi Department of Revenue as of May 31, 2024 is \$85,413.30.
3. On May 31, 2024 the incremental increase in diverted sales taxes resulting from the City sales tax is \$85,413.30 (the "Tax Increment").

For purposes of the Certificate, the following words and phrases shall have the following meaning:

"Current Diversion Amount" shall mean the amount of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City in the twelve month period ending May 31, 2015 and as of May 31 of each year thereafter as long as the Bonds are outstanding and as set forth in the Annual Diversion Certificate of the Mississippi Department of Revenue filed with the City.

"Original Diversion Amount" shall mean the amount of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City in the twelve-month period ending May 31, 2015, as certified by the Mississippi Department of Revenue as required by Miss. Code Ann. Section 21-45-21, as amended.

"Redevelopment Project" shall mean the City of Starkville, MS Project as described in detail in the Tax Increment Financing Plan for the HPM Development Project, City of Starkville, Mississippi, and approved by the Mayor and Board of Aldermen of the City on June 2, 2015, such project being located on parcel of land described in EXHIBIT A of said plan.

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Date: April 1, 2026

"Tax Increment" shall mean the added increments of municipal ad valorem tax and sales tax revenue resulting from the taxation of the captured assessed value of the real and personal property contained within and forming a part of the Redevelopment Project site and the increased increment of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City when the original diversion amount is subtracted from the current diversion amount to the City which shall be so much of the additional tax revenues necessary and sufficient to pay the principal of and interest on the Bond and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the paying agent but shall not include ad valorem taxes for school district purposes nor ad valorem taxes levied and collected for and on behalf of the City of Starkville, Mississippi.

Michelle Melendez, Deputy Bureau Director

Diversion Certificate

— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI



Date: April 1, 2026

JOANNA MCLAURIN
STARKVILLE CITY OF
CITY HALL 110 WEST MAIN STREET
STARKVILLE MS 39759

**City of Starkville Sales Tax Diversion
HPM Development Project
As Diverted As Of May 31, 2025**

Pursuant to and as required by Miss. Code Ann. Section 21-45-21, as amended, and a resolution duly adopted by the Mayor and Board of Alderman of the City of Starkville, Mississippi dated on June 2, 2015 (the "TIF Plan"), the Mississippi Department of Revenue, as authorized by the "Tax Increment Financing Act", Miss. Code Ann. Section 21-45-21, as amended (the "Act"), and after having been requested and authorized to do so by the TIF Plan, does hereby certify that:

1. The Original Diversion Amount of the sales tax collected and diverted to the City from the Redevelopment Project as determined by the Mississippi Department of Revenue as of May 31, 2015 is \$0.00.
2. The Current Diversion Amount collected within the Redevelopment Project and diverted to the City and as determined by the Mississippi Department of Revenue as of May 31, 2025 is \$96,521.33.
3. On May 31, 2025 the incremental increase in diverted sales taxes resulting from the City sales tax is \$96,521.33 (the "Tax Increment").

For purposes of the Certificate, the following words and phrases shall have the following meaning:

"Current Diversion Amount" shall mean the amount of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City in the twelve month period ending May 31, 2015 and as of May 31 of each year thereafter as long as the Bonds are outstanding and as set forth in the Annual Diversion Certificate of the Mississippi Department of Revenue filed with the City.

"Original Diversion Amount" shall mean the amount of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City in the twelve-month period ending May 31, 2015, as certified by the Mississippi Department of Revenue as required by Miss. Code Ann. Section 21-45-21, as amended.

"Redevelopment Project" shall mean the City of Starkville, MS Project as described in detail in the Tax Increment Financing Plan for the HPM Development Project, City of Starkville, Mississippi, and approved by the Mayor and Board of Aldermen of the City on June 2, 2015, such project being located on parcel of land described in EXHIBIT A of said plan.

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Date: April 1, 2026

"Tax Increment" shall mean the added increments of municipal ad valorem tax and sales tax revenue resulting from the taxation of the captured assessed value of the real and personal property contained within and forming a part of the Redevelopment Project site and the increased increment of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City when the original diversion amount is subtracted from the current diversion amount to the City which shall be so much of the additional tax revenues necessary and sufficient to pay the principal of and interest on the Bond and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the paying agent but shall not include ad valorem taxes for school district purposes nor ad valorem taxes levied and collected for and on behalf of the City of Starkville, Mississippi.

Michelle Melendez, Deputy Bureau Director

ASSESSMENT CERTIFICATE OF OKTIBBEHA COUNTY TAX ASSESSOR

I, JoHelen Walker, Tax Assessor of Oktibbeha County, Mississippi (the "County"), do hereby certify as follows with regards to certain real property including personal property located thereon (collectively the "TIF District Property") all as described in Exhibit A attached hereto and in the *Tax Increment Financing Plan, HPM Development Project, City of Starkville, Mississippi, June 2015* (the "TIF Plan") adopted by the City of Starkville, Mississippi (the "City"), said real and personal property being located within the Tax Increment Financing District established by the City:

1) The "Original Assessed Value", as such term is defined under Sections 21-45-1, et seq., Mississippi Code of 1972, as amended (the "Act"), and particularly Section 21-45-21 of the Act, of the TIF District Property as of January 1, 2014, was \$2,010 according to its then most recently determined valuation, consisting of \$2,010 in real property and improvements and \$0 in personal property. The "Original Assessed Value" resulted in:

CITY TAXES:	\$ 7 at 21.98 mills
COUNTY TAXES:	\$ 17 at 50.54 mills
SCHOOL TAXES:	\$ 20 at 66.57 mills

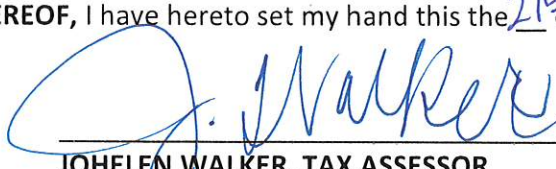
2) The "Current Assessed Value", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property as of January 1, 2025, is \$965,425 according to the most recently determined valuation, consisting of \$915,251 in real property and \$50,174 in personal property.

3) The "Captured Assessed Value", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property, as of January 1, 2025, is \$963,415 according to the most recently determined valuation, consisting of \$913,241 in real property and \$50,174 in personal property.

4) The incremental increase in ad valorem taxes for the 2025 tax year (being due and payable on or before February 1, 2026) resulting from ad valorem taxation by the City and County, when applied to the Captured Assessed Value is:

CITY TAXES:	\$32,814 at 34 mills
COUNTY TAXES:	\$53,188 at 55.11 mills
SCHOOL TAXES:	\$63,997 at 66.31 mills*

IN WITNESS WHEREOF, I have hereto set my hand this 27th day of April, 2026.


JOHELEN WALKER, TAX ASSESSOR
OKTIBBEHA COUNTY, MISSISSIPPI

*School taxes cannot be used in TIF and are provided for information purposes only.



Exhibit B

Bond Purchase Agreement

Sales Parameters Sheet

City of Starkville, Mississippi
\$_____ Tax Increment Financing Revenue Bonds, Series 20__
(HPM Development Project)
(the "Bond" or "Bonds")

Issuer: **City of Starkville, Mississippi (the "Municipality")**
Municipal Advisor: **Stephens Inc., Ridgeland, Mississippi**
Bond Counsel: **Watkins & Eager PLLC, Jackson, Mississippi**

Project: The development by HPM Development, LLC (the "Developer") , together, the original development plan of a Chevrolet, Chrysler, Dodge, Jeep, Ram Dealership Complex and mixed use development containing a convenience store, restaurant, 20,000 square feet of office space, and approximately 15 single family housing units, located on 25.68 acres off of Highway 12, Pat Station Road, and Ole West Point Road, representing a private investment in excess of \$21,000,000, and the current development plan of a Chevrolet, Chrysler, Dodge, Jeep Ram dealership and related improvements and further development of an additional dealership as well as a recreational vehicle housing complex and amenities, specifically described in the *Tax Increment Financing Plan for the HPM Development Project, City of Starkville, Mississippi*, adopted by the Board of Supervisors of Oktibbeha County, Mississippi (the "County") on June 24, 2015, and adopted by the Mayor and Board of Aldermen (the "Governing Body") of the Municipality on June 16, 2015 (together, the "TIF Plan"), known as the HPM Development Project (the "Project").

Purpose: The proceeds of the Bonds will be used to: (a) reimburse a portion of the costs of certain Infrastructure Improvements, as described below and in the TIF Plan, (b) fund a debt service reserve fund, if required, and (c) pay the costs of the authorization, issuance, sale, validation, and delivery of the Bonds.

Infrastructure Improvements: Proceeds of the Bonds will be used to reimburse the costs of constructing various infrastructure improvements for the use or benefit of the Project, which may include but are not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, parking structures, relocation of electrical lines, lighting, signalization,

landscaping of rights-of-way, related architectural/engineering fees, attorney's fees, TIF plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

Bonds: Tax Increment Financing Revenue Bonds, Series 20__
(HPM Development Project)

Amount: Maximum principal amount of \$ _____

Tax Status: The Bonds will be exempt from income taxes of the State of Mississippi, exempt from federal income taxes, and will NOT be "qualified tax-exempt obligations" based upon Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

Term: The term of the Bonds is _____ years from date of issuance, with a final maturity of _____, 20__.

Structure: Annual principal payments beginning _____, 20__, and semi-annual interest payments on _____ 1 and _____ 1, beginning _____, 20__. Final maturity of _____, 20__. The schedule of estimated mandatory sinking fund payments is attached as **Exhibit A**.

Optional Redemption: The Municipality prefers the option to redeem or refund the Bonds either in whole or in part on any date on or after _____, 20__, at the principal amount thereof together with accrued interest to the date fixed for redemption, or earlier. Please indicate any other preference in **Exhibit A**.

Security: Pursuant to the TIF Plan and the resolution adopted by the Governing Body of the Municipality on _____, 20__, authorizing and directing the issuance and sale of the Bonds (the "Bond Resolution"), the Bonds will be secured solely by a pledge of the increased ad valorem taxes (both real and personal) of the Municipality and the County, and a pledge of the increased municipal sales tax rebates to the Municipality generated within the TIF District (as defined and described in the TIF Plan), as set forth with more particularity in the TIF Plan and below:

The Bonds will be secured by 100% of the incremental increases in ad valorem taxes (both real and personal) of the Municipality, and 100% of the incremental increases in ad valorem taxes (both real and personal) of the County, and 100% of the incremental increase in the amount of

municipal sales tax rebates to the Municipality generated within the TIF District (together, the "TIF Revenues").

Provided, however, that the Bond will be sized based upon 50% of the incremental increases in ad valorem taxes (both real and personal) of the Municipality, 50% of the incremental increases in ad valorem taxes (both real and personal) of the County, and 50% of the incremental increases in the amount of municipal sales tax rebates to the Municipality generated within the TIF District.

The Bonds will never be a general obligation of the Municipality, will not be secured by the full faith, credit, and taxing power of the Municipality, nor create any other pecuniary liability on the part of the Municipality other than the pledge of the incremental increases in the ad valorem taxes (both real and personal) and municipal sales tax rebates set forth above. See **Exhibit B** for further details on the TIF District and security for the Bonds.

Debt Service Reserve Fund:

A portion of the proceeds of the Bonds will be used to fund a debt service reserve fund, equal to the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future Fiscal Year on all Bonds then outstanding; (ii) 120% of the average Annual Debt Service Requirement for the Bonds; or (iii) 10% of the stated principal amount of the Bonds.

Paying Agent:

The Municipality prefers to have the City Clerk act as Paying Agent. Please indicate your interest (and fee, if any) in serving as Paying Agent; otherwise, the Municipality will have the City Clerk act as Paying Agent.

Bond Ratings:

None on this issue.

Bond Insurance:

None on this issue.

Payment Record:

The Municipality has never defaulted on any of its debt obligations.

Interest Rate:

Provide interest rate on **Exhibit A**. Interest shall be calculated 30/360 unless otherwise indicated. Please assume a closing/funding date of _____, 20__.

Privately Negotiated Transaction:

It is the expectation of the Municipality that the Bonds shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued

pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service. The financial institution purchasing the Bond (the "Purchaser") will be required to represent that its present intention is to hold the Bonds to maturity or earlier redemption and to make other standard representations included in an investment letter. If the Purchaser has a different preference, please specify via **Exhibit A**.

Conditions Precedent to Financing:

Including, but not limited to, the following:

(i) Execution of all reasonable documentation as may be requested by the Purchaser relating to the Bonds in form and substance satisfactory to the Purchaser.

(ii) Receipt of an opinion of Bond Counsel, in form and substance satisfactory to the Purchaser and including without limitation, due authorization, enforceability, and compliance with all applicable laws.

(iii) Receipt of and satisfactory review by the Purchaser of all applicable ordinances and evidence of authority.

(iv) Receipt of an opinion from Bond Counsel confirming tax-exempt status of the Bonds.

Remedies:

The Purchaser shall have all of the rights and remedies set forth in the financing documents, and available at law and in equity, for the enforcement thereof.

Legal Opinions:

Legal matters incident to the authorization and issuance of the Bonds are subject to the unqualified approving opinion of Bond Counsel.

Disclaimer:

This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Purchaser and the Municipality. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies, or other provisions that may be contained in documents required to consummate this financing.

Proposal Process:

The Municipal Advisor and the Municipality may, at any time prior to the selection of a Purchaser, reject any and all proposals and cancel this Term Sheet, without liability therefor, upon finding it would be in the Municipality's interest to cancel this Term Sheet. Further, regardless of the

number and quality of proposals submitted, the Municipal Advisor and the Municipality shall under no circumstances be responsible for any costs and expenses of any Purchaser incurred in submitting a response to this Term Sheet. Any Purchaser who submits a response does so solely at their own risk and expense. The Municipal Advisor and the Municipality accept no responsibility for the return of successful or unsuccessful proposals. This Term Sheet in no way obligates the Municipal Advisor and the Municipality to make a selection. Acceptance of financing and related terms is subject to approval by the Municipality, as evidenced by the execution of **Exhibit A**.

Acceptance:

Submission of proposals, in response to this Term Sheet, constitutes acceptance of all conditions, requirements, and limitations described in this Term Sheet.

Basis for Award:

The Bonds will be awarded to the Purchaser producing the lowest interest cost to the Municipality and with the terms most advantageous to the Municipality, including, but not limited to, Paying Agent fees, underwriting fees, bank counsel fees, and early redemption provisions.

Investment Letter:

The Purchaser will be required to deliver an Institutional Investment Letter to the Municipality, the Municipal Advisor, and Bond Counsel, which also states, among other usual and customary matters, that it intends to hold the obligation until maturity, early redemption, or mandatory tender, and has performed its own due diligence, evaluation, and investment decision without reliance upon others.

Proposal Due Date:

Proposals are due _____, 20__, at __ [am/pm].

Exhibit A

OFFICIAL PROPOSAL FORM

To: City of Starkville, Mississippi (the "Municipality")

Re: \$_____ Tax Increment Financing Revenue Bonds, Series 20__ (HPM Development Project) (the "Bond" or the "Bonds").

Term Bond maturing on _____, 20__, at _____% per annum.

Due ____ 1	Principal Amount*
20__	\$_____
20__	\$_____
20__	\$_____
20__	\$_____
20__	\$_____
20__	\$_____
20__	\$_____
20__	\$_____
20__	\$_____
20__	\$_____
20__	\$_____
20__	\$_____
20__	\$_____
20__	\$_____
20__	\$_____
20__	\$_____
20__	\$_____
Total	\$_____

*preliminary; subject to change

Paying Agent Fee (if any): \$ _____

Call Provision: _____

Other provisions of proposal (if any): _____

Respectfully submitted,

By: _____

Name: _____

Title: _____

Date: _____

Approved and accepted by:

City of Starkville, Mississippi

Mayor

Date: _____

(seal)

Exhibit C

Post Issuance Compliance Procedures

\$_____ **TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20__**
(HPM DEVELOPMENT PROJECT)
CITY OF STARKVILLE, MISSISSIPPI

PROCEDURES FOR POST-ISSUANCE COMPLIANCE
TAX-EXEMPT FINANCINGS

General

The purpose of these Procedures for Post-Issuance Compliance, Tax-Exempt Financings (the “Procedures”) is to ensure that the tax-exempt financings of the City of Starkville, Mississippi (the “Municipality” or the “Issuer”), remain in compliance with the following federal tax requirements:

- Record retention
- Arbitrage yield restriction and rebate
- Proper and timely use of bond proceeds and bond-financed property
- Timely return filings
- Corrective actions
- Other general requirements

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the “Code”) apply. The Issuer shall comply with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the “Service” or the “IRS”), as such authorities may apply to the Issuer and its obligations.

The “Financing”

There are different types of obligations that can evidence a tax exempt loan including but not limited to bonds, notes, obligations, leases, or installment sales transactions. This document refers to “bonds” but applies to all of these types of transactions and all such debt instruments.

Responsible Parties

The Issuer designates the City Clerk of the Municipality and the Director of Finance of the Municipality (together, the “Responsible Party”) as the primary person responsible for compliance with this policy. The Responsible Party will coordinate efforts with the Board and parties working with the Issuer on financings and the operation of bond-financed facilities to ensure that any actions taken with respect to bond-financed facilities will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

The Issuer will maintain a copy of the following documents on file at all times:

- Audited Financial Statements for each of the years that tax-exempt bonds are outstanding

- Reports of any examinations by the IRS of the Issuer or its tax-exempt financings for, or in relation to conduit transactions with, the Issuer

With respect to each issue of tax-exempt bonds, the Issuer hereby requires, and each Issuer agrees to retain, the following for the life of the bonds plus three years:

- Financing transcript
- Minutes and resolution(s) authorizing the issue
- Certifications of issue price
- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Appraisals, demand surveys, and/or feasibility studies for bond-financed property
- Government grant documentation related to construction, renovation, or purchase of bond-financed facilities
- Bond Trustee or bank statements regarding investment and expenditures of bond funds
- Any agreement listed in “Private Business Use” (below) that relates to a bond-financed facility

Separate Bank Account

Many of the Code provisions related to tax-exempt bonds pertain to how bond proceeds are invested, and when such bond proceeds are spent. The Issuer will establish a separate bank account or trust fund for bond proceeds and keep records for any such account showing:

- All expenditures on the bond-financed property
- Investment of bond proceeds

Investments and Arbitrage Compliance

Many of the Code provisions deal with restrictions if bond proceeds are invested at a yield higher than the yield on the bonds. The Responsible Party is responsible for monitoring such investments, and taking steps to ensure compliance with the yield restriction requirements of Section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than annually
- ensuring that any forms required to be filed with the IRS relating to arbitrage or rebate and any payments required pursuant thereto are filed in a timely manner
- ensuring that “fair market value” is used with respect to the purchase and sale of investments

Additionally, the Responsible Party shall monitor compliance with rebate and yield restriction rules on an annual basis.

With respect to each issue of tax-exempt bonds, the Issuer agrees to retain the following for the life of the bonds plus three years:

- Documentation of allocations of investments of bond proceeds and calculations of investment earnings
- Documentation for investments of bond proceeds related to:
 - a) Investment contracts (e.g., guaranteed investment contracts)
 - b) Credit enhancement transactions (e.g., bond insurance contracts)
 - c) Financial derivatives (e.g., swaps, caps, etc.)
 - d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
 - a) Computation of bond yield
 - b) Computation of rebate and yield reduction payments
 - c) Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
 - d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Expenditures and Assets

The Code generally requires that at least 85% of bond proceeds are to be expended on the project within three years of the date the bonds are issued.

The Responsible Party is responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized. The Responsible Party will ensure that all proceeds of a bond issue are allocated to expenditures by the later of 18 months after the expenditure was made or the date the project is placed in service (and in no event, later than 60 days after (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to each issue of tax-exempt bonds, the Issuer shall retain the following for the life of the bonds plus three years:

- Documentation of allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Private Business Use

The legal and tax restrictions on private use of tax-exempt bond-financed property are set forth in detail in the applicable federal tax certificate executed in connection with the issue of tax-exempt bonds.

Generally, private use results from the sale or lease of tax-exempt bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted using bond-financed property or from research performed in a tax-exempt bond-financed facility for private parties or the Federal government.

Any material agreement that permits a private business or the Federal government to use tax-exempt bond-financed property should be reviewed by bond counsel prior to execution. Annually, a general review of the use of tax-exempt bond-financed facilities should be conducted. Tax-exempt bond-financed property should not be sold or leased without first consulting with bond counsel.

Corrective Action

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the Issuer is not in compliance with the arbitrage requirements imposed by the Code or the Issuer has taken a deliberate action that results in impermissible private business use (e.g., sale or lease of bond-financed property) or entering a management contract with a private company for that facility. If the Issuer determines or is advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Issuer will in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2001-60 (or any successor notice thereto)
- take remedial action described under Section 1.141-12 of the Code
- take such other action as recommended by bond counsel

Internal Revenue Service Examination of Bonds

In the event that bonds issued by the Issuer are selected for examination by the IRS, the Issuer shall retain qualified and experienced counsel to represent the Issuer and shall work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Issuer.

Policy Supplemental to all Existing Policies

This Policy is supplemental to all existing policies of the Issuer.

Approved as of this date, _____, 20__.

City of Starkville, Mississippi

City Clerk

Director of Finance

(seal)

Exhibit D

Letters of Disclosure and Engagement

MAILING ADDRESS
P.O. BOX 650
JACKSON, MS 39205
Telephone: (601) 965-1900
Facsimile: (601) 965-1901

Attorneys and Counselors at Law

est. 1895

BRAD C. DAVIS
Direct Dial: (601) 965-1988
bdavis@watkinseager.com

May 19, 2026

Berkley N. Huskison
Mitchell, McNutt & Sams, P.A.
215 North 5th Street
Columbus, Mississippi 39701

**RE: Tax Increment Financing Revenue Bonds, Series 2026
in the maximum principal amount of \$1,000,000
(HPM Development Project)
City of Starkville, Mississippi (the "Bonds")**

Dear Berk:

This letter will confirm the selection by the Mayor and Board of Aldermen (the "Governing Body") of the City of Starkville, Mississippi (the "Municipality"), of Watkins & Eager PLLC to act as Bond Counsel with respect to any issuance of the above captioned bonds for the above-captioned project (the "Bonds"). This letter will also set forth the role and responsibilities we propose to undertake as Bond Counsel to the Municipality and the terms upon which we understand we will undertake those responsibilities and be compensated by you for performing in such role.

Proceeds of the Bonds are expected to be used to provide funds to pay the costs of improvements to road and bridge infrastructure of the Municipality and to pay the related costs of the authorization, issuance, sale, validation, and delivery of the Bonds.

Scope of Engagement and Duties to Be Performed

As Bond Counsel, our chief function is to render an objective legal opinion with respect to the authorization and issuance of the Bonds, the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State of Mississippi income tax purposes. Assuming that no legal impediments to the issuance of the Bonds become apparent, we would contemplate furnishing to the financial institution or other party purchasing the Bonds (the "Purchaser") our approving opinion as to the validity of the Bonds, which opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"), and will be based on facts and law existing as of its date. Upon delivery of the opinion with respect to the original issuance of the Bonds, our responsibilities as Bond Counsel will be concluded with respect to this financing.

In addition to rendering our approving opinion upon the issuance of the Bonds, we will draft or review the basic legal documents required for authorization, securing, issuance, and sale of the Bonds, and all related Municipality proceedings and resolutions which might be required. We will undertake or coordinate validation proceedings under Mississippi law. We will also prepare or furnish the incidental closing documents (excepting those customarily prepared or furnished by the Municipality or Purchaser or their respective counsel), including various certificates to be signed by the Municipality, and the form of opinion which will be required from the Municipality's counsel.

In addition, in connection with the delivery of our opinion, we may require that the proceedings for the issuance of such Bonds include other items, including the following:

- (a) certificates from the Municipality's officials dealing with incumbency, financial condition, litigation, regulatory approval, due authorization, and various factual matters;
- (b) certificates from other parties to the transaction and/or opinions of counsel to such parties, as applicable.

Although we ordinarily draft suggested forms for these and other customary closing papers, we do not assume responsibility for verifying the truth of facts certified as true by others, nor, except as necessary to our opinion, do we assume responsibility for examining legal questions on which other participating lawyers are asked to opine.

We assume that we will have the full cooperation of the Municipality, the Purchaser, and any others necessary to successfully complete this financing, including counsel to the parties. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions necessary to complete the financing.

Compensation and Reimbursement

We propose that our fees as Bond Counsel for the issuance of the Bonds will be an amount to be negotiated, plus expenses.

Our fee will be based upon (i) our current understanding of the terms, structure, size, and schedule of the financings which may be represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financings, and (iv) the responsibilities we will assume in connection therewith. If unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility, we will consult with you regarding further handling and any possible adjustment to our fee amount. In addition to our fees for services, our bills will include expenses and costs normally associated with representations of this kind.

You have the right to discharge us, and we have the right to withdraw, for any reason at any time upon reasonable notice. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to

complete our withdrawal. In the event of our withdrawal or discharge, we will be entitled to retain any fees for services provided before the date of our withdrawal or discharge, as well as to compensation for the reasonable value of our services actually rendered. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the effective date of withdrawal or discharge.

Documents and Files

Subsequent to the Closing, we will provide you with a copy of the Closing transcript relating to the issuance of the Bonds. In addition, any documents or related materials which you have provided to us in connection with our participation in the transaction will be returned to you at your request. All other documents, materials, and work product of any kind shall constitute our own files and property and will be retained or discarded at any time at our sole discretion.

Waiver of Conflicts

From time to time this firm represents clients, including in connection with a variety of unrelated matters in which the Municipality is involved. These matters may include, but are not limited to, proceedings before the various federal, state, and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the Municipality.

We have reviewed the relationship between our responsibilities as Bond Counsel (which will primarily consist of drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the Bonds) and our representation of other clients, in unrelated matters as described above, and we have concluded that the performance of our responsibilities as Bond Counsel will not be affected by our representation of other clients.

It is our understanding that the Municipality consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters. Your acceptance of this engagement letter will evidence that consent.

Miscellaneous

Once the Bonds are issued, our engagement as Bond Counsel will be completed. Except the completion and distribution of the transcripts, we will have no further obligations as Bond Counsel with regard to the Bonds.

Our willingness to undertake the functions described herein is based upon the facts available to us at this time. Nothing has come to our attention which would lead us to conclude that there are any legal obstacles to delivery of the Bonds. We will proceed with the understanding that should anything come to our attention prior to the issuance of the Bonds which would, in our opinion, cast doubt upon the legality of transaction, we will not be obligated to render our approving legal opinion.

May 19, 2026

Page 4

If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

Very truly yours,

BDC Davis

Watkins & Eager PLLC

cc: Mayor and Board of Aldermen

Accepted and agreed to this day, May 19, 2026.

City of Starkville, Mississippi

By: *[Signature]*

Name: Lynn Spruill

Title: Mayor

(seal)

Exhibit E

Requisition of the Developer

Not to Exceed \$1,000,000 City of Starkville, Mississippi
Tax Increment Financing Bonds Series 2026
(HPM Development Project)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of HPM Development LLC (the "Developer"), hereby requests the City of Starkville, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see Development and Reimbursement Agreement for definitions of such terms):

(a)	Acquisition and Construction Costs	\$ 898,900
(b)	Other Authorized Costs	\$ 0

Total Costs to be Paid or Reimbursed: \$ 898,900

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein and to evidence that such costs have been paid.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Project and such amounts have been paid.
4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the 30th day of April, 2026.

HPM DEVELOPMENT LLC

By: Hal Parker
Hal Parker, Its Manager

APPROVED:

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Title: _____

HPM TIF REQUISITION EXHIBIT A

Vendor	Date	Invoice	Description	Amount
Copeland & Johns	9/22/2016	See items 02 page 3 of Final Pay Application (subtotals below)	Culverts and work associated therewith, storm drainage, underground retention	\$691,900
Copeland & Johns	9/22/2016	See items 02 page 2 of Final Pay Application (subtotals below)	Road work, adjacent sidewalks, curbs and gutter	\$207,000
TOTAL REQUESTED:				\$898,900

Subtotal | Stormwater Treatment and Drainage

Item Number	Description of Work	Amount
2	180 Storm Drainage	\$133,330
2	200 Underground Retention System	\$44,060
2	220 Clear and Excavate Box Culvert	\$62,475
2	225 Box Culvert Mud Slab	\$20,825
2	230 Place Box Culvert Bottom	\$83,365
2	235 Place Box Culvert Sides	\$104,125
2	240 Place Box Culvert Top	\$70,805
2	243 Place Box Culvert Wingwalls and A	\$54,145
2	245 Backfill Box Culvert	\$20,760
2	250 Riprap	\$71,300
2	280 Capillary Barrier	\$26,710

SUBTOTAL STORMWATER DRAINAGE AND RETENTION: **\$691,900**

Subtotal | Road work; Curb and gutter and sidewalks

Item Number	Description of Work	Amount
2	750 Road Curbs and Gutter	\$30,000
2	800 Heavy Duty Paving on Road	\$148,000
2	850 Sidewalks	\$29,000

SUBTOTAL ROADS & CURBS AND GUTTER: **\$207,000**

|

Application and Certification for Payment

AIA DOCUMENT G702

PAGE 1 OF 8

TO OWNER:

HPM Development
110 Crosspark Drive, Suite G
Pearl, MS 39208

Starkville CDJR
105 Parker McGill Drive
Starkville, MS 39759

FROM CONTRACTOR:

Copeland and Johns, Inc.
4830 South Drive
Jackson, MS 39209

VIA ARCHITECT:

CDI Douglass-Pye
5120 Woodway Drive, Suite 7050
Houston, TX 77056

APPLICATION NO: 10

Distribution to:

OWNER ☒ ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐

PERIOD TO: 23-Sep-16

CONTRACT FOR: Fixed Price

CONTRACT DATE: 3-Dec-15

PROJECT NOS: 1520.06 & 15028

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 5,124,909.00
2. Net change by Change Orders	\$ 32,963.53
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 5,157,872.53
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 5,157,872.53

5. RETAINAGE:

a. 2.50% of Completed Work (Column D + E on G703)	\$ -
b. 2.50% of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ -

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 5,157,872.53
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 5,028,925.72
8. CURRENT PAYMENT DUE	\$ 128,946.81

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 34,188.92	\$ 8,500.00
Total approved this Month	\$ 7,274.61	\$ -
TOTALS	\$ 41,463.53	\$ 8,500.00
NET CHANGES by Change Order	\$ -	\$ 32,963.53

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Jason Lee
State of: MS
County of: Hinds

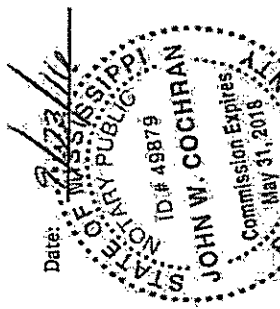
Date: 23 Sep 2016

Jason Lee

Subscribed and sworn to before me this 23 day of September, 2016

Notary Public:

My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 128,946.81
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION & CERTIFICATE FOR PAYMENT, containing Contractor's signed

APPLICATION NO.: 10

APPLICATION DATE: 23-Sep-16

PERIOD TO: 23-Sep-16

ARCHITECT'S PROJECT NO.: 1520.06

Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO-DATE	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE 2.50%
			FROM PREVIOUS APPLICATIONS	THIS PERIOD					
00 000	Division 00 - Contracting Requirements								
00 100	Labor Burden	88,344.00	88,344.00	0.00	0.00	88,344.00	100.00%	0.00	2,208.60
00 300	Gross Receipts Tax (MPC)	179,372.00	179,372.00	0.00	0.00	179,372.00	100.00%	0.00	4,484.30
00 400	Insurance(s)	33,005.00	33,005.00	0.00	0.00	33,005.00	100.00%	0.00	825.13
00 500	Building Permit	12,084.00	12,084.00	0.00	0.00	12,084.00	100.00%	0.00	302.10
00 700	Contractor Overhead @ 4%	204,996.00	204,996.00	0.00	0.00	204,996.00	100.00%	0.00	5,124.90
00 800	Contractor Fee @ 4%	204,996.00	204,996.00	0.00	0.00	204,996.00	100.00%	0.00	5,124.90
00 Total		722,797.00	722,797.00	0.00	0.00	722,797.00	100.00%	0.00	18,069.93
01 000	Division 01 - General Requirements								
01 100	Field Supervision Labor	83,192.00	83,192.00	0.00	0.00	83,192.00	100.00%	0.00	2,079.80
01 130	General Labor	23,432.00	23,432.00	0.00	0.00	23,432.00	100.00%	0.00	585.80
01 150	Field Staff Expenses	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	450.00
01 250	Temporary Access Road	11,170.00	11,170.00	0.00	0.00	11,170.00	100.00%	0.00	279.25
01 300	Temporary Utilities	5,200.00	5,200.00	0.00	0.00	5,200.00	100.00%	0.00	130.00
01 400	Surveying and Material Testing SC	53,950.00	53,950.00	0.00	0.00	53,950.00	100.00%	0.00	1,348.75
01 450	Temporary Services	8,955.00	8,955.00	0.00	0.00	8,955.00	100.00%	0.00	223.88
01 550	Plan Reproduction	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	50.00
01 650	Job Sign	1,509.00	1,509.00	0.00	0.00	1,509.00	100.00%	0.00	37.73
01 680	Temp Office and Storage	15,058.00	15,058.00	0.00	0.00	15,058.00	100.00%	0.00	376.45
01 700	Temporary Sanitation	13,184.00	13,184.00	0.00	0.00	13,184.00	100.00%	0.00	329.60
01 720	Equipment	38,679.00	38,679.00	0.00	0.00	38,679.00	100.00%	0.00	966.98
01 750	Equipment Fuel Oil Maintenance	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00%	0.00	400.00
01 780	Small Tools	6,560.00	6,560.00	0.00	0.00	6,560.00	100.00%	0.00	164.00
01 850	Progressive Clean-up	33,840.00	33,840.00	0.00	0.00	33,840.00	100.00%	0.00	846.00
01 900	Dumpsters/Haul & Dump Fees	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00%	0.00	275.00
01 950	Final Clean Up	4,800.00	4,800.00	0.00	0.00	4,800.00	100.00%	0.00	120.00
01 Total		346,529.00	346,529.00	0.00	0.00	346,529.00	100.00%	0.00	8,663.23

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION & CERTIFICATE FOR PAYMENT, containing Contractor's signed

APPLICATION NO.: 10

APPLICATION DATE: 23-Sep-16

PERIOD TO: 23-Sep-16

ARCHITECTS PROJECT NO.: 1520.06

Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO-DATE	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE 2.50%
			FROM PREVIOUS APPLICATIONS	THIS PERIOD					
02 000	Division 2 Sitework (Also DIV 31 and 32)								
02 100	Mobilization	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	250.00
02 120	Earthwork	180,520.00	180,520.00	0.00	0.00	180,520.00	100.00%	0.00	4,513.00
02 150	Erosion control	14,850.00	14,850.00	0.00	0.00	14,850.00	100.00%	0.00	371.25
02 180	Storm Drainage	133,330.00	133,330.00	0.00	0.00	133,330.00	100.00%	0.00	3,333.25
02 200	Underground Retention System	44,060.00	44,060.00	0.00	0.00	44,060.00	100.00%	0.00	1,101.50
02 220	Clear and Excavate Box Culvert	62,475.00	62,475.00	0.00	0.00	62,475.00	100.00%	0.00	1,561.88
02 225	Box Culvert Mud Slab	20,825.00	20,825.00	0.00	0.00	20,825.00	100.00%	0.00	520.63
02 230	Place Box Culvert Bottom	83,365.00	83,365.00	0.00	0.00	83,365.00	100.00%	0.00	2,084.13
02 235	Place Box Culvert Sides	104,125.00	104,125.00	0.00	0.00	104,125.00	100.00%	0.00	2,603.13
02 240	Place Box Culvert Top	70,805.00	70,805.00	0.00	0.00	70,805.00	100.00%	0.00	1,770.13
02 243	Place Box Culvert Wingwalls and Apron	54,145.00	54,145.00	0.00	0.00	54,145.00	100.00%	0.00	1,353.63
02 245	Backfill Box Culvert	20,760.00	20,760.00	0.00	0.00	20,760.00	100.00%	0.00	519.00
02 250	Rip Rap	71,300.00	71,300.00	0.00	0.00	71,300.00	100.00%	0.00	1,782.50
02 280	Capillary Barrier	26,710.00	26,710.00	0.00	0.00	26,710.00	100.00%	0.00	667.75
02 300	Water	51,480.00	51,480.00	0.00	0.00	51,480.00	100.00%	0.00	1,287.00
02 320	Sewer	77,220.00	77,220.00	0.00	0.00	77,220.00	100.00%	0.00	1,930.50
02 350	Site Contractor Performance Bond	11,689.00	11,689.00	0.00	0.00	11,689.00	100.00%	0.00	292.23
02 380	Termite Treatment	3,450.00	3,450.00	0.00	0.00	3,450.00	100.00%	0.00	86.25
02 400	Chain Link Fencing and Gates	10,875.00	10,875.00	0.00	0.00	10,875.00	100.00%	0.00	271.88
02 420	Dumpster Enclosure Gates	14,500.00	14,500.00	0.00	0.00	14,500.00	100.00%	0.00	362.50
02 450	Sliding Gates @ Receiving	4,600.00	4,600.00	0.00	0.00	4,600.00	100.00%	0.00	115.00
02 480	Pipe Rail Fence	32,480.00	32,480.00	0.00	0.00	32,480.00	100.00%	0.00	812.00
02 500	Irrigation Sleeves	1,095.00	1,095.00	0.00	0.00	1,095.00	100.00%	0.00	27.38
02 520	Pavement Striping	17,888.00	17,888.00	0.00	0.00	17,888.00	100.00%	0.00	447.20
02 550	Fine Grading	9,672.00	9,672.00	0.00	0.00	9,672.00	100.00%	0.00	241.80
02 580	Soil Amendment	13,374.00	13,374.00	0.00	0.00	13,374.00	100.00%	0.00	334.35
02 600	Landscape Design	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	200.00
02 620	Landscape Plants	48,000.00	48,000.00	0.00	0.00	48,000.00	100.00%	0.00	1,200.00
02 650	Preemergent Herbicide	2,900.00	2,900.00	0.00	0.00	2,900.00	100.00%	0.00	72.50
02 680	Sod	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	200.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION & CERTIFICATE FOR PAYMENT, containing Contractor's signed

APPLICATION NO.: 10

APPLICATION DATE: 23-Sep-16

PERIOD TO: 23-Sep-16

ARCHITECTS PROJECT NO.: 1520.06

Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

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			FROM PREVIOUS APPLICATIONS	THIS PERIOD					
02 700	Pine straw/Mulch	6,770.00	6,770.00	0.00	0.00	6,770.00	100.00%	0.00	169.25
02 720	Extruded Curb	37,500.00	37,500.00	0.00	0.00	37,500.00	100.00%	0.00	937.50
02 750	Curb and Gutter	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	750.00
02 780	Light Duty Paving	223,000.00	223,000.00	0.00	0.00	223,000.00	100.00%	0.00	5,575.00
02 800	Heavy Duty Paving	148,000.00	148,000.00	0.00	0.00	148,000.00	100.00%	0.00	3,700.00
02 820	Dumpster Pad	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00%	0.00	400.00
02 850	Sidewalks	29,000.00	29,000.00	0.00	0.00	29,000.00	100.00%	0.00	725.00
02 880	Alternate Roads Concrete Paving	108,500.00	108,500.00	0.00	0.00	108,500.00	100.00%	0.00	2,712.50
02 Total		1,811,263.00	1,811,263.00	0.00	0.00	1,811,263.00	100.00%	0.00	45,281.58
03 000	Division 03 - Concrete								
03 100	Excavate Foundations	36,156.00	36,156.00	0.00	0.00	36,156.00	100.00%	0.00	903.90
03 150	Reinforce Foundations	32,540.00	32,540.00	0.00	0.00	32,540.00	100.00%	0.00	813.50
03 200	Place Concrete Foundations	18,078.00	18,078.00	0.00	0.00	18,078.00	100.00%	0.00	451.95
03 250	Form and Reinforce SOG	27,118.00	27,118.00	0.00	0.00	27,118.00	100.00%	0.00	677.95
03 300	Place and Finish SOG	23,502.00	23,502.00	0.00	0.00	23,502.00	100.00%	0.00	587.55
03 350	Reinforce Place and Finish Mezz Slab	19,886.00	19,886.00	0.00	0.00	19,886.00	100.00%	0.00	497.15
03 400	Concrete Wall at Storage	16,271.00	16,271.00	0.00	0.00	16,271.00	100.00%	0.00	406.78
03 450	Concrete Trench Drain	7,231.00	7,231.00	0.00	0.00	7,231.00	100.00%	0.00	180.78
03 Total		180,782.00	180,782.00	0.00	0.00	180,782.00	100.00%	0.00	4,519.55
04 000	Division 04 - Masonry								
04 100	CMU Material	35,877.00	35,877.00	0.00	0.00	35,877.00	100.00%	0.00	896.93
04 200	CMU Labor	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	875.00
04 300	Masonry Reinforcement	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00%	0.00	70.00
04 Total		73,677.00	73,677.00	0.00	0.00	73,677.00	100.00%	0.00	1,841.93
05 000	Division 05 - Metals								
05 100	Structural Steel @ Mezzanine	33,450.00	33,450.00	0.00	0.00	33,450.00	100.00%	0.00	836.25
05 200	Bollards	1,260.00	1,260.00	0.00	0.00	1,260.00	100.00%	0.00	31.50
05 Total		34,710.00	34,710.00	0.00	0.00	34,710.00	100.00%	0.00	867.75
06 000	Division 06 - Wood, Plastic, and Composites								
06 100	Interior Architectural Woodwork- Mat	45,915.00	45,915.00	0.00	0.00	45,915.00	100.00%	0.00	1,147.88
06 200	Interior Architectural Woodwork - Lab	32,000.00	32,000.00	0.00	0.00	32,000.00	100.00%	0.00	800.00
06 300	Rough Carpentry 061000	16,347.00	16,347.00	0.00	0.00	16,347.00	100.00%	0.00	408.68
06 Total		94,262.00	94,262.00	0.00	0.00	94,262.00	100.00%	0.00	2,356.55

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION & CERTIFICATE FOR PAYMENT, containing Contractor's signed

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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 10
APPLICATION DATE: 23-Sep-16
PERIOD TO: 23-Sep-16
ARCHITECTS PROJECT NO.: 1520/06

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO-DATE	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE 2.50%
			FROM PREVIOUS APPLICATIONS	THIS PERIOD					
07 000	Division 07 - Thermal & Moisture Protection								
07 100	Concrete Floor Joints Filler	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	200.00
07 200	Joint Sealants	23,930.00	23,930.00	0.00	0.00	23,930.00	100.00%	0.00	598.25
07 300	Exterior Metal Panels - Material	70,300.00	70,300.00	0.00	0.00	70,300.00	100.00%	0.00	1,757.50
07 400	Exterior Metal Panels - Labor	27,300.00	27,300.00	0.00	0.00	27,300.00	100.00%	0.00	682.50
07 500	Firestopping	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	75.00
07 600	Tyvek	2,035.00	2,035.00	0.00	0.00	2,035.00	100.00%	0.00	50.88
07 Total		134,565.00	134,565.00	0.00	0.00	134,565.00	100.00%	0.00	3,364.13
08 000	Division 08 - Openings								
08 100	Hollow Metal Doors and Frames	17,057.00	17,057.00	0.00	0.00	17,057.00	100.00%	0.00	426.43
08 200	Wood Doors	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	200.00
08 300	Door Hardware	6,930.00	6,930.00	0.00	0.00	6,930.00	100.00%	0.00	173.25
08 350	Install Doors and Hardware	11,468.00	11,468.00	0.00	0.00	11,468.00	100.00%	0.00	286.70
08 400	Overhead Doors	34,639.00	34,639.00	0.00	0.00	34,639.00	100.00%	0.00	865.98
08 420	Aluminum Storefront Framing - Mat	39,960.00	39,960.00	0.00	0.00	39,960.00	100.00%	0.00	999.00
08 450	Aluminum Doors - Material	13,850.00	13,850.00	0.00	0.00	13,850.00	100.00%	0.00	346.25
08 500	Storefront - Labor	5,800.00	5,800.00	0.00	0.00	5,800.00	100.00%	0.00	145.00
08 520	Aluminum Curtainwall - Material	22,058.00	22,058.00	0.00	0.00	22,058.00	100.00%	0.00	551.45
08 550	Curtainwall - Labor	4,129.00	4,129.00	0.00	0.00	4,129.00	100.00%	0.00	103.23
08 580	Exterior Glazing - Material	19,126.00	19,126.00	0.00	0.00	19,126.00	100.00%	0.00	478.15
08 600	Interior Glazing - Material	3,750.00	3,750.00	0.00	0.00	3,750.00	100.00%	0.00	93.75
08 620	Glazing Labor	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00%	0.00	57.50
08 Total		189,067.00	189,067.00	0.00	0.00	189,067.00	100.00%	0.00	4,726.68
09 000	Division 09 - Finishes								
09 100	Cold Formed Framing - Material	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	250.00
09 150	Cold Formed Framing - Labor	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	200.00
09 180	Non Structural Framing - Material	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00%	0.00	300.00
09 200	Non Structural Framing - Labor	11,144.00	11,144.00	0.00	0.00	11,144.00	100.00%	0.00	278.60
09 220	Batt Insulation	11,655.00	11,655.00	0.00	0.00	11,655.00	100.00%	0.00	291.38
09 250	Drywall - Material	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	625.00
09 300	Drywall - Labor	9,872.00	9,872.00	0.00	0.00	9,872.00	100.00%	0.00	246.80
09 350	Acoustical Ceilings - Material	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	500.00
09 400	Acoustical Ceilings - Labor	22,935.00	22,935.00	0.00	0.00	22,935.00	100.00%	0.00	573.38

CONTINUATION SHEET

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APPLICATION NO.: 10

APPLICATION DATE: 23-Sep-16

PERIOD TO: 23-Sep-16

ARCHITECTS PROJECT NO.: 1520.06

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN DORE)	G TOTAL COMPLETED AND STORED TO-DATE	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE 2.50%
			FROM PREVIOUS APPLICATIONS	THIS PERIOD					
09 450	Linear Metal Ceiling Panels - Material	33,936.00	33,936.00	0.00	0.00	33,936.00	100.00%	0.00	848.40
09 480	Linear Metal Ceiling Panels - Labor	21,243.00	21,243.00	0.00	0.00	21,243.00	100.00%	0.00	531.08
09 500	Carpet - Material	19,745.00	19,745.00	0.00	0.00	19,745.00	100.00%	0.00	493.63
09 520	Carpet - Labor	2,067.00	2,067.00	0.00	0.00	2,067.00	100.00%	0.00	51.68
09 550	LVT - Material	5,804.00	5,804.00	0.00	0.00	5,804.00	100.00%	0.00	145.10
09 580	LVT - Labor	462.00	462.00	0.00	0.00	462.00	100.00%	0.00	11.55
09 600	Ceramic Tile - Material	74,383.00	74,383.00	0.00	0.00	74,383.00	100.00%	0.00	1,859.58
09 620	Ceramic Tile - Labor	24,352.00	24,352.00	0.00	0.00	24,352.00	100.00%	0.00	608.80
09 650	Resilient Base - Material	2,573.00	2,573.00	0.00	0.00	2,573.00	100.00%	0.00	64.33
09 680	Resilient Base - Labor	635.00	635.00	0.00	0.00	635.00	100.00%	0.00	15.88
09 700	Tape & Float Labor	15,170.00	15,170.00	0.00	0.00	15,170.00	100.00%	0.00	379.25
09 720	Tape & Float Material	4,170.00	4,170.00	0.00	0.00	4,170.00	100.00%	0.00	104.25
09 750	Wallcovering Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	50.00
09 780	Wallcovering Material	3,240.00	3,240.00	0.00	0.00	3,240.00	100.00%	0.00	81.00
09 800	Painting Labor	13,300.00	13,300.00	0.00	0.00	13,300.00	100.00%	0.00	332.50
09 820	Painting Material	5,691.00	5,691.00	0.00	0.00	5,691.00	100.00%	0.00	142.28
09 850	High Performance Coating Labor	12,180.00	12,180.00	0.00	0.00	12,180.00	100.00%	0.00	304.50
09 900	High Performance Coating Material	5,220.00	5,220.00	0.00	0.00	5,220.00	100.00%	0.00	130.50
09 950	Interior Liner Panels Paint	3,490.00	3,490.00	0.00	0.00	3,490.00	100.00%	0.00	87.25
09 980	Concrete Sealed and Epoxy Floors	7,890.00	7,890.00	0.00	0.00	7,890.00	100.00%	0.00	197.25
09 Total		388,157.00	388,157.00	0.00	0.00	388,157.00	100.00%	0.00	9,703.93
10 000	Division 10 - Specialties								
10 100	Signage	1,700.00	1,700.00	0.00	0.00	1,700.00	100.00%	0.00	42.50
10 200	Toilet Compartments	4,914.00	4,914.00	0.00	0.00	4,914.00	100.00%	0.00	122.85
10 300	Fire Extinguishers and Cabinets	880.00	880.00	0.00	0.00	880.00	100.00%	0.00	22.00
10 400	Toilet Accessories	3,412.00	3,412.00	0.00	0.00	3,412.00	100.00%	0.00	85.30
10 500	Knox Box	586.00	586.00	0.00	0.00	586.00	100.00%	0.00	14.65
10 600	Flat Screen TV Bracket	1,302.00	1,302.00	0.00	0.00	1,302.00	100.00%	0.00	32.55
10 Total		12,794.00	12,794.00	0.00	0.00	12,794.00	100.00%	0.00	319.85
13 000	Division 13 - Special Construction								
13 100	Ceco Metal Building	232,977.00	232,977.00	0.00	0.00	232,977.00	100.00%	0.00	5,824.43
13 200	Metal Building Insulation	25,219.00	25,219.00	0.00	0.00	25,219.00	100.00%	0.00	630.48
13 300	Metal Building Erection	137,520.00	137,520.00	0.00	0.00	137,520.00	100.00%	0.00	3,438.00

CONTINUATION SHEET

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Certification is attached.

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PERIOD TO: 23-Sep-16

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ARCHITECT'S PROJECT NO.: 1520.06

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E.)	G TOTAL COMPLETED AND STORED TO-DATE	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE 2.50%
			FROM PREVIOUS APPLICATIONS	THIS PERIOD					
13 Total		395,716.00	395,716.00	0.00	0.00	395,716.00	100.00%	0.00	9,892.90
15 000	Division 15 - Mechanical Systems								
15 100	Supervision	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	375.00
15 150	Sanitary Below Grade	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	450.00
15 200	Sanitary Above Grade	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	150.00
15 250	Domestic Water Below Grade	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	100.00
15 300	Domestic Water Above Grade	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00%	0.00	350.00
15 350	Gas Piping	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	200.00
15 400	Oil Water Separator	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	250.00
15 450	Pipe Insulation	5,360.00	5,360.00	0.00	0.00	5,360.00	100.00%	0.00	134.00
15 500	Plumbing Fixtures	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	625.00
15 550	Split Systems	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00%	0.00	700.00
15 600	Ductless Splits	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00%	0.00	162.50
15 650	Exhaust Fans	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	75.00
15 700	Wall Fans and Louvers	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	125.00
15 720	Macroair Ceiling Fans	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	875.00
15 750	Infrared Heaters	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00%	0.00	187.50
15 780	Refrigerant Piping	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	225.00
15 800	Sheetmetal Duct	34,840.00	34,840.00	0.00	0.00	34,840.00	100.00%	0.00	871.00
15 820	Grills and Register	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	250.00
15 850	Controls	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	250.00
15 880	Test and Balance	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	125.00
15 900	Punch List and Close Out	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	62.50
15 920	Fire Protection Material	15,982.00	15,982.00	0.00	0.00	15,982.00	100.00%	0.00	399.55
15 950	Fire Protection Labor	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	500.00
15 Total		297,682.00	297,682.00	0.00	0.00	297,682.00	100.00%	0.00	7,442.05
16 000	Division 16 - Electrical								
16 100	Mobilization & Temporary	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	375.00
16 120	Site Branch Conduit & Pole Bases - Mat	14,928.00	14,928.00	0.00	0.00	14,928.00	100.00%	0.00	373.20
16 150	Site Branch Conduit & Pole Bases - Lab	21,400.00	21,400.00	0.00	0.00	21,400.00	100.00%	0.00	535.00
16 180	Site Feeder Conduit - Material	13,700.00	13,700.00	0.00	0.00	13,700.00	100.00%	0.00	342.50
16 200	Site Feeder Conduit - Labor	8,172.00	8,172.00	0.00	0.00	8,172.00	100.00%	0.00	204.30
16 220	Site Branch Conductors - Material	13,400.00	13,400.00	0.00	0.00	13,400.00	100.00%	0.00	335.00

CONTINUATION SHEET

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APPLICATION NO.: 10

APPLICATION DATE: 23-Sep-16

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ARCHITECTS PROJECT NO.: 1520.06

Certification is attached.

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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO-DATE	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE 2.50%
			FROM PREVIOUS APPLICATIONS	THIS PERIOD					
16 250	Site Branch Conductors - Labor	4,700.00	4,700.00	0.00	0.00	4,700.00	100.00%	0.00	117.50
16 280	Site Feeder Conductors - Material	6,200.00	6,200.00	0.00	0.00	6,200.00	100.00%	0.00	155.00
16 300	Site Feeder Conductors - Labor	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00%	0.00	60.00
16 320	Site Lighting Fixtures - Material	80,388.00	80,388.00	0.00	0.00	80,388.00	100.00%	0.00	2,009.70
16 350	Site Lighting Fixtures - Labor	14,700.00	14,700.00	0.00	0.00	14,700.00	100.00%	0.00	367.50
16 380	Interior Lighting Fixtures - Material	79,420.00	79,420.00	0.00	0.00	79,420.00	100.00%	0.00	1,985.50
16 400	Interior Lighting Fixtures - Labor	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00%	0.00	550.00
16 420	Switchgear - Material	13,801.00	13,801.00	0.00	0.00	13,801.00	100.00%	0.00	345.03
16 450	Switchgear - Labor	10,800.00	10,800.00	0.00	0.00	10,800.00	100.00%	0.00	270.00
16 480	Interior Lighting Branch Conduit - Mat	2,600.00	2,600.00	0.00	0.00	2,600.00	100.00%	0.00	65.00
16 500	Interior Lighting Branch Conduit - Lab	12,600.00	12,600.00	0.00	0.00	12,600.00	100.00%	0.00	315.00
16 520	Interior Power Branch Conduit - Mat	4,100.00	4,100.00	0.00	0.00	4,100.00	100.00%	0.00	102.50
16 550	Interior Power Branch Conduit - Lab	19,000.00	19,000.00	0.00	0.00	19,000.00	100.00%	0.00	475.00
16 580	Interior Special Systems Conduit - Mat	2,900.00	2,900.00	0.00	0.00	2,900.00	100.00%	0.00	72.50
16 600	Interior Special Systems Conduit - Lab	12,200.00	12,200.00	0.00	0.00	12,200.00	100.00%	0.00	305.00
16 620	Interior Feeder Conduit - Material	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00%	0.00	70.00
16 650	Interior Feeder Conduit - Labor	7,600.00	7,600.00	0.00	0.00	7,600.00	100.00%	0.00	190.00
16 680	Interior Lighting Branch Conductor - Mat	3,200.00	3,200.00	0.00	0.00	3,200.00	100.00%	0.00	80.00
16 700	Interior Lighting Branch Conductor - Lab	10,100.00	10,100.00	0.00	0.00	10,100.00	100.00%	0.00	252.50
16 720	Interior Power Branch Conductor - Mat	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00%	0.00	137.50
16 750	Interior Power Branch Conductor - Lab	13,700.00	13,700.00	0.00	0.00	13,700.00	100.00%	0.00	342.50
16 780	Interior Feeder Conductor - Material	5,100.00	5,100.00	0.00	0.00	5,100.00	100.00%	0.00	127.50
16 800	Interior Feeder Conductor - Labor	6,600.00	6,600.00	0.00	0.00	6,600.00	100.00%	0.00	165.00
16 820	Trim - Material	2,923.00	2,923.00	0.00	0.00	2,923.00	100.00%	0.00	73.08
16 850	Trim - Labor	4,400.00	4,400.00	0.00	0.00	4,400.00	100.00%	0.00	110.00
16 880	Fire Alarm System - Mat and Lab	6,576.00	6,576.00	0.00	0.00	6,576.00	100.00%	0.00	164.40
16 Total		442,908.00	442,908.00	0.00	0.00	442,908.00	100.00%	0.00	11,072.70
CO 000	Change Orders								
CO 001	Change Order 01	(8,500.00)	(8,500.00)	0.00	0.00	(8,500.00)	100.00%	0.00	(212.50)
CO 002	Change Order 02	29,494.00	29,494.00	0.00	0.00	29,494.00	100.00%	0.00	737.35
CO 003	Change Order 03	4,694.92	4,694.92	0.00	0.00	4,694.92	100.00%	0.00	117.37
CO 004	Change Order 04	7,274.61	7,274.61	0.00	0.00	7,274.61	100.00%	0.00	181.87
CO Total		32,963.53	32,963.53	0.00	0.00	32,963.53	100.00%	0.00	824.09
Grand Total		5,157,872.53	5,157,872.53	0.00	0.00	5,157,872.53	100.00%	0.00	128,946.81

36. DISCUSSION AND CONSIDERATION OF PP 25-01 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR “STERLING RIDGE” AT SOUTHWEST CORNER OF THE INTERSECTION OF MOCKINGBIRD ROAD AND MS HWY 182 IN A TN-N ZONING DISTRICT.

Community Planner Daniel Havelin presented of PP 25-01 a request for Preliminary Plat approval for “Sterling Ridge” at southwest corner of the intersection of Mockingbird Road and MS Hwy 182 in a TN-N zoning district.

This is a request for Preliminary Plat approval for a 163-lot single dwelling unit subdivision. The property is located at the southwest corner of the intersection of Mockingbird Road and MS Hwy 182. The property is zoned TN-N (Traditional Neighborhood New). The gross acreage is +/- 51.09 with a proposed total of 163 lots. The proposed gross density is 3.19 units per acre. Electrical service will be provided by 4 County. Water and sewer service will be provided by Starkville Utilities.

On May 1, 2026 the Development Review Committee approved the Preliminary Plat with five recommended conditions of approval. The recommended conditions are considered necessary by staff for the long-term maintenance of subdivision infrastructure. On May 12, 2026, the Planning and Zoning Commission unanimously recommended approval with the five staff recommended conditions of approval. The following conditions of approval are recommended by Starkville Utilities, the Engineering Department, and the Planning and Zoning Commission:

1. All lots shown on this Preliminary Plat are subject to an all-encompassing 5-foot utility easement.
2. The Hydrologic & Hydraulic study must be updated to reflect proposed conditions accounting for all fill, final grading, site layout, conveyance and hydraulic structures, and detention systems. The study must model and display the 2, 10, 25, and 100-year inundation lines based on the proposed conditions. The study should include Josey Creek and the two internal tributaries traversing the property. The H&H should identify the floodway boundary.
3. Any proposed buildings located within the 100-year inundation area shall have Finished Floor Elevations (FFE) no less than 2' above the 100-year water surface elevation.
4. The proposed development shall not increase the water surface elevation or inundation footprint on any existing properties south of Josey Creek, as evidenced with a City-approved Hydrologic & Hydraulic study.
5. All streets within the development are required to install a minimum of a twenty-four inch non-expansive buffer below the soil cement or crushed stone subbase.

If approved, the next step would be review of the infrastructure plans by the Development Review Committee. Once plans are approved, work of the subdivision can begin. After the infrastructure has been inspected and approved by city staff, the applicant can apply for final plat approval.

Cody Burnett gave an update on the quality of the soil in this area of town and stated that it is historically very poor. He noted that this is supported through geotechnical plans. He explained that the condition is to take your design pavement base and provide a buffer between those. Mr. Burnett explained that MDOT has a standard operating procedure for this and that they require a 3-foot buffer. He noted that this is a 2-foot buffer and we also had an independent letter written

to the City from a geotechnical firm to look at the data and tell us what you recommend if this was your road and it recommended a 2–3-foot buffer. He noted that this is not a question of can the pavement support the traffic, that this is a question of does the underlying soil adequately support the pavement to prevent shrinkage and swelling in the future. He noted that since the City is responsible for maintenance after it is constructed, he feels this is providing a long-term investment for the City and would not require them to come and maintain it any more frequently than anything else the City maintains.

Clyde Pritchard with Pritchard Engineering, the civil geotechnical engineers for this project. He thanked the Board for their time and service to the community. He noted that he would like to address condition 5 for the additional structure for the streets. He noted that the pavement structure they have recommended on the plat well exceeds the design guidelines for neighborhood streets. He noted that they are very comfortable with the design that has been presented on the preliminary plat and it exceeds the City's guidelines. Mr. Pritchard also noted that the City's requirements are such that they are not accepting these streets until a large part of the construction is done and then you would have an inspection that would require them to repair and patch anything before they put the final surface on. He noted that on the front end the additional buffer is excessive and think its an excessive front-end cost that is not warranted. He asked that the Board consider that and remove condition 5.

Vice Mayor Perkins asked Mr. Pritchard if he was asking the Board to remove condition 5. Mr. Pritchard stated that what they have submitted has an 18-inch buffer and condition 5 would require a 24-inch buffer. He noted that the upper 8 inches will have soil cemented asphalt base and surface. He noted that they refer to this as a structural number with is provided in the City's guidelines of what has to be for arterial and neighborhood streets and they have well exceeded that. Vice Mayor Perkins asked Mr. Burnett was he supportive of Condition 5 and Mr. Burnett answered yes. Alderman Moreland asked Mr. Burnett what got us here with the street conditions. He noted that the streets at Goldfinch are extremely bad in that area and in fact the City soil cemented the same section for this neighborhood a few years ago and its cracking. He noted they had a report done for the neighborhood and it generally said remove and build it back. He noted that it is not an issue if the pavement structure isn't a good one but this is an issue of unique and terrible soil that exists in this part of the community. Mr. Burnett noted that requirements do exceed what the City code requires but the City code also allows the Engineering department to make additional requirements based on the area itself. Alderman Sistrunk asked Mr. Burnett if the external engineer used agrees with 24-inch requirement. Mr. Burnett responded yest. Mr. Pritchard noted that he is very familiar with the soil and is comfortable with what they have. Alderman Moreland stated she understands what Mr. Pritchard is saying about when the City accepts the roads. She noted that isn't her concern, but that her concern is many years from now. Vice Mayor Perkins supported the City Engineer and that the Board should go with all 5 of the conditions recommended.

Upon the motion of Alderman Perkins, duly seconded by Alderman Sistrunk, and adopted by the Board to approve of PP 25-01 a request for preliminary plat approval for “Sterling Ridge” at southwest corner of the intersection of Mockingbird Road and MS Hwy 182 in a TN-N zoning district, with the 5 stated conditions. 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.

37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of , May 13, 2026 for fiscal year ending 9/30/26, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$503,264.62
Restricted Police Fund	002	\$918.31
Airport Fund	015	\$43,690.86
Sanitation / Environmental Services	022	\$25,728.56
State Forfeited Funds	151	\$1634.09
Debt Service Fund	200	\$2,700.00
Main Street Project	311	\$11,257.00
Park & Rec Tourism	375	\$16,347.90
Payroll		\$1,075,852.59
Starkville Utilities		\$264,300.10
Starkville Water		\$165,305.95
Grand Total		\$2,110,999.98



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

STAFF REPORT

To: Planning and Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Discussion and consideration of PP 25-01 a request for Preliminary Plat approval for "Sterling Ridge" at southwest corner of the intersection of Mockingbird Road and MS Hwy 182 in a TN-N zoning district.
Date: May 12, 2026

The purpose of this report is to provide information regarding a Preliminary Plat request by Pritchard Engineering on behalf of Charles Morgan for the "Sterling Ridge" subdivision. Please see attachments 1- 5.

BACKGROUND INFORMATION

This is a request for Preliminary Plat approval for a 163-lot single dwelling unit subdivision. The property is located at the southwest corner of the intersection of Mockingbird Road and MS Hwy 182. The lot is zoned TN-N with the property number 103B-00-003.01. Previously the applicant had applied for a Special Exception for the use of townhomes on the property. That request was ultimately denied and has no bearing on the current request.

On May 1, 2026 the Development Review Committee approved the Preliminary Plat with the following staff recommended conditions of approval:

Starkville Utilities

1. All lots shown on this Preliminary Plat are subject to an all-encompassing 5-foot utility easement.

Engineering Department

2. The Hydrologic & Hydraulic study must be updated to reflect proposed conditions accounting for all fill, final grading, site layout, conveyance and hydraulic structures, and detention systems. The study must model and display the 2, 10, 25, and 100-year inundation lines based on the proposed conditions. The study should include Josey Creek and the two internal tributaries traversing the property. The H&H should identify the floodway boundary.
3. Any proposed buildings located within the 100-year inundation area shall have Finished Floor Elevations (FFE) no less than 2' above the 100-year water surface elevation.

4. The proposed development shall not increase the water surface elevation or inundation footprint on any existing properties south of Josey Creek, as evidenced with a City-approved Hydrologic & Hydraulic study.
5. All streets within the development are required to install a minimum of a twenty-four inch non-expansive buffer below the soil cement or crushed stone subbase.

GENERAL INFORMATION

- The proposed subdivision is located at the southwest corner of the intersection of Mockingbird Road and MS Hwy 182 in a TN-N zoning district.
- The gross acreage is +/- 51.09 with a total of 163 lots. The proposed gross density is 3.19 units per acre.
- Most of the easements are shown on the preliminary plat.
- Electrical service will be provided by 4 County.
- Potable water and sanitary sewer utility services will be provided by Starkville Utilities.
- The final plat is a Class "C" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by § 17-1-23 and § 17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely affected parties.

PRELIMINARY PLAT INFORMATION

- Approval of a preliminary plat shall be tentative, pending the submission of the infrastructure plans and final plat.
- Approval of the preliminary plat shall be effective and binding upon the City for one (1) year. An expired preliminary plat may be reapproved at the discretion of the Board of Aldermen.
- Approval of the preliminary plat by the Board of Aldermen is the subdivider's authorization to proceed with infrastructure plan submittal.

ZONING DISTRICT INFORMATION

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	TN-N
A1. Lot size per unit in sq. ft (min.)	5500
A2. Lot width (min.)	45'
A3. Lot width at corner (min.)	55'
B. Principal Building Setbacks	TN-N
B1. Front setback	10' min 15' max
B2. Side setback (min.)	5' or infill standards
B3. Side setback corner lot (min.)	10' min 15' max
B4. Rear setback (min.)	5'
B5. Rear setback adjacent to street or alley (min.)	7' without parking, 18' with parking
C. Accessory Dwelling Unit/Structure Setbacks	TN-N
C1. Front setback	Behind rear wall of principal building
C2. Side setback	5' min
C3. Side setback corner lot (min.)	10'
C4. Rear setback	5', minimum of 10' from any structure
C5. Rear setback adjacent to alley for garages (min.)	7' without parking, 18' with parking
C6. Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-N
D1. From primary street	Behind front wall of principal building
E. Height	TN-N
E1. Principal building(s) (max)	30', 2 story
E2. Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3. Accessory structure agricultural use	15'
F. Pedestrian Access	TN-N
F1. Street-facing primary entrance along street	yes

CONDITIONS OF APPROVAL

Any condition attached to the approval of a preliminary plat by the Mayor and Board of Aldermen shall run with the preliminary plat until final plat or expiration of the plat. The following conditions of approval are recommended by Starkville Utilities and the Engineering Department:

1. All lots shown on this Preliminary Plat are subject to an all-encompassing 5-foot utility easement.
2. The Hydrologic & Hydraulic study must be updated to reflect proposed conditions accounting for all fill, final grading, site layout, conveyance and hydraulic structures, and detention systems. The study must model and display the 2, 10, 25, and 100-year inundation lines based on the proposed conditions. The study should include Josey Creek and the two internal tributaries traversing the property. The H&H should identify the floodway boundary.
3. Any proposed buildings located within the 100-year inundation area shall have Finished Floor Elevations (FFE) no less than 2' above the 100-year water surface elevation.
4. The proposed development shall not increase the water surface elevation or inundation footprint on any existing properties south of Josey Creek, as evidenced with a City-approved Hydrologic & Hydraulic study.
5. All streets within the development are required to install a minimum of a twenty-four inch non-expansive buffer below the soil cement or crushed stone subbase.

Attachment 1- PP 25-01 Aerial

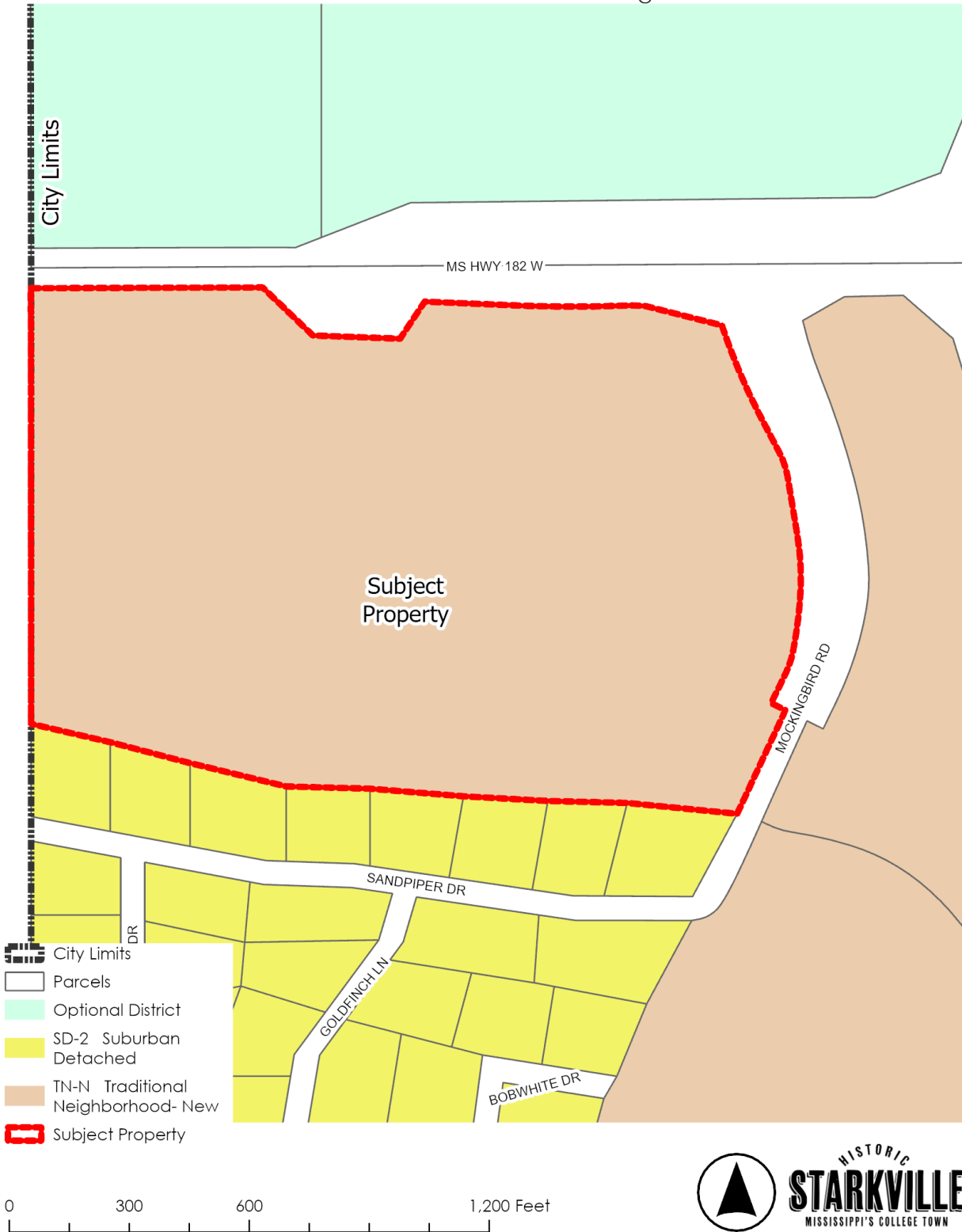


- City Limits
- Parcels
- Subject Property

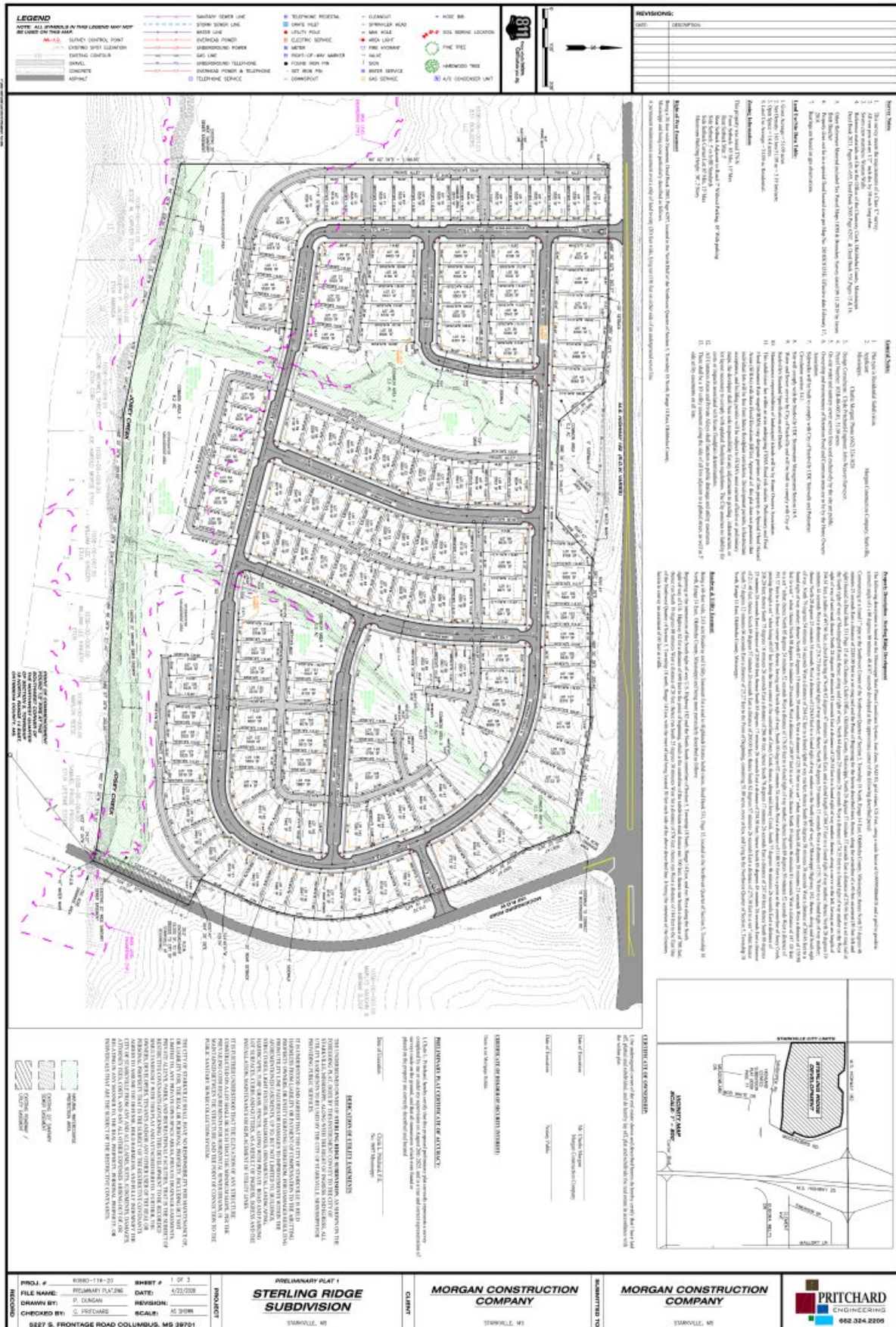
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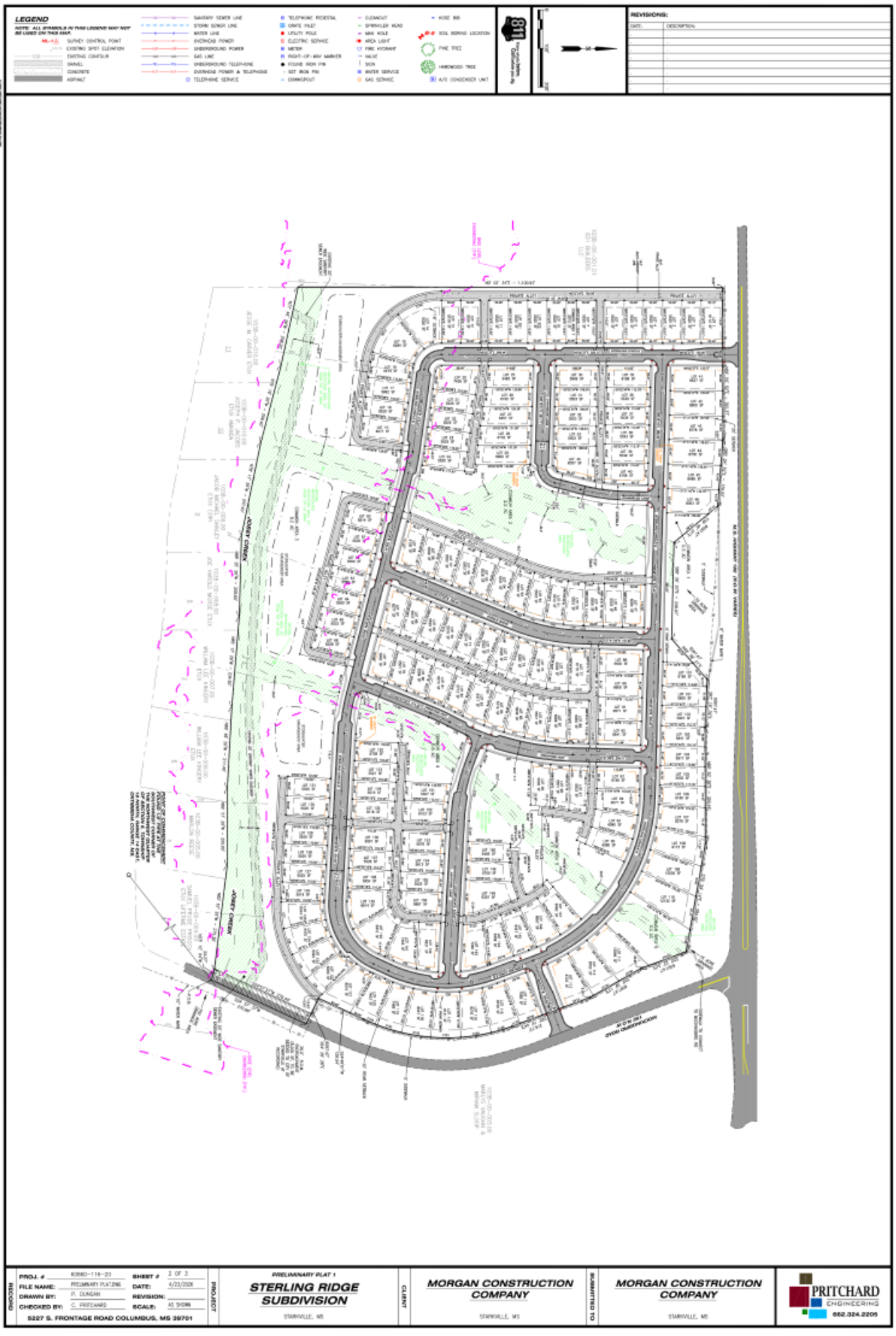


Attachment 2- PP 25-01 Zoning



Attachment 3- Preliminary Plat





LEGEND
NOTE: ALL UTILITIES IN THIS LEGEND MAY NOT BE LINED ON THIS DATA.

1/4" = 1' SURVEY CONTROL POINT	1/4" = 1' SURVEY CONTROL POINT
1/4" = 1' EXISTING SPOT ELEVATION	1/4" = 1' EXISTING SPOT ELEVATION
1/4" = 1' DRAINAGE	1/4" = 1' DRAINAGE
1/4" = 1' CONCRETE	1/4" = 1' CONCRETE
1/4" = 1' ASPHALT	1/4" = 1' ASPHALT

1/4" = 1' SANITARY SEWER LINE	1/4" = 1' TELEPHONE PEDESTAL
1/4" = 1' STORM SEWER LINE	1/4" = 1' DRIVE PILE
1/4" = 1' WATER LINE	1/4" = 1' UTILITY POLE
1/4" = 1' GROUNDWATER MONITOR	1/4" = 1' GROUNDWATER MONITOR
1/4" = 1' UNDERGROUND POWER	1/4" = 1' METER
1/4" = 1' GAS LINE	1/4" = 1' POINT-OF-WAY MARKER
1/4" = 1' UNDERGROUND TELEPHONE	1/4" = 1' POWER POLE PIN
1/4" = 1' OVERHEAD POWER & TELEPHONE	1/4" = 1' SET BACK PIN
1/4" = 1' TELEPHONE SERVICE	1/4" = 1' COMPOUND

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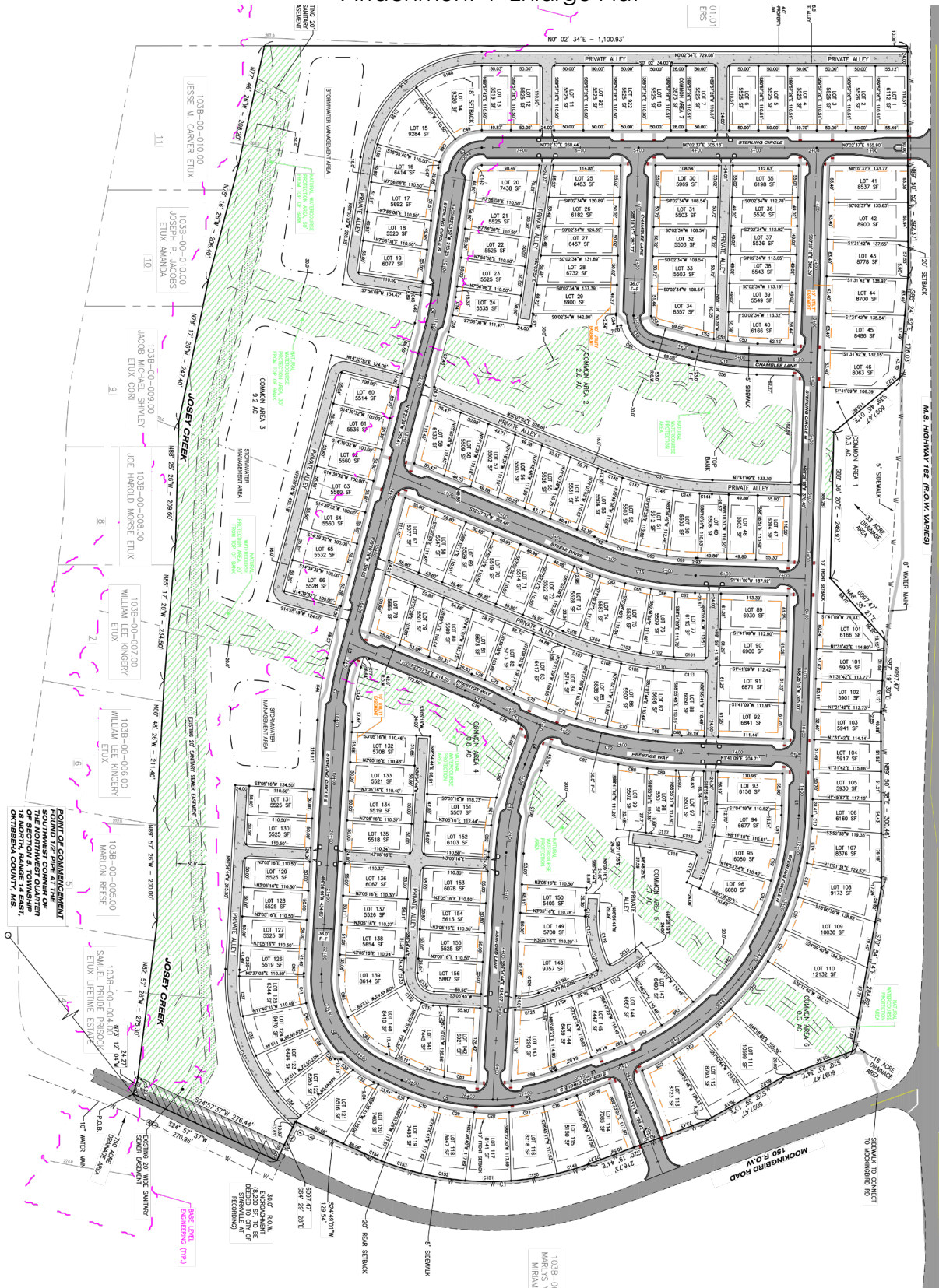
PROJ. #	10800-118-03	SHEET #	2 OF 5
FILE NAME	PRELIMINARY PLATING	DATE	4/21/2020
DRAWN BY	P. CLARK	REVISION	01
CHECKED BY	C. PROCHAS	SCALE	AS SHOWN
5227 S. FRONTAGE ROAD COLUMBUS, MS 39704			

PRELIMINARY PLAT 1	STERLING RIDGE SUBDIVISION
CLARK	MORGAN CONSTRUCTION COMPANY
SPARKVILLE, MS	SPARKVILLE, MS

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Attachment 5- Plat Overlay



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

There came for consideration the matter of entering a Closed Session to determine if there is a proper cause for Executive Session. Upon the motion of Alderman Vaughn, seconded by Alderman Pochop, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

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

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

39. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Vaughn offered a motion to go into Executive Session for the purpose of discussion of personnel and property acquisition. Following a second by Alderman Pochop, the Board voted as follows to enter Executive Session:

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

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

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

Alderman Vaughn offered a motion, seconded by Alderman Pochop, to exit Closed Session and return to open session. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Mayor invited the public back in and then announced that the Board had taken action in closed Session.

41. CONSIDERATION TO ALLOW STACY COBBINS TO TRANSFER TO THE VACANT HUMAN RESOURCE MANAGER POSITION WITH THE PAY OF \$89,196.55 WITH A NEW PROBATIONARY PERIOD TO RESTART.

Alderman Perkins offered a motion, seconded by Alderman Vaughn, that the board approve and allow Stacy Cobbins to transfer to vacant Human Resource Manager position with the pay of \$89,196.55 with a new probationary period to restart. The Board voted as follows:

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

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

CITY OF STARKVILLE

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT between the CITY OF STARKVILLE, hereinafter referred to as "City" and Navarrete Ashford, hereinafter referred to as the "Contractor", establishes that said Contractor is performing in the capacity of an independent contractor and not as an agent or employee of the City and agrees to provide services that include, but are not limited to, consultation related to city and utility department operations and human resources of the City.

I. TERMS OF AGREEMENT

This Agreement takes effect on 05/20/2026 and ends on TBD or 12/31/2027, unless terminated sooner. This Agreement may be terminated immediately by the City for good cause. Good cause shall be based upon any violation by the Contractor of the terms of this Agreement, or policies and procedures of the City, or of the Starkville Utilities Department. The Contractor may also terminate the Agreement immediately for the City's violation of any terms of this Agreement. Either party may terminate this Agreement without cause upon 30-day written notice to the other party.

II. CONTRACTOR RESPONSIBILITIES

1. The Contractor, as an independent contractor, is responsible for payment of federal withholding tax and social security contributions. Furthermore, the Contractor shall not be entitled to any fringe benefits normally provided City employees such as worker's compensation, insurance coverage, unemployment compensation, retirement, disability leave, and any leave with pay.
2. Contractor shall provide all necessary supplies and equipment required to provide agreed upon services and shall keep all equipment in safe and good working condition. At the discretion of the Mayor, the City may provide some supplies and equipment as deemed necessary for performance of services.
3. Contractor, at his/her sole expense, shall procure and maintain all necessary licenses required for the proper and lawful conduct of Contractor's business as a Human Resources and Administrative Consultant
4. The Contractor further agrees to conduct himself/herself in such a manner as to reflect good relations for the City and the City's Departments.

III. COMPENSATION

The above stated Contractor shall receive one hundred dollars (\$100.00) per hour for

actual hours worked not to exceed thirty (30) hours per week. Payments will be made per an agreed upon payment schedule and will follow timelines established by the City. Services performed under this are on an as-needed basis to be determined by and at the request of the Mayor. Compensation shall not exceed \$35,000.00 during the contract term. Compensation will be paid out of the City's general fund and Starkville Utilities as apportioned through the time sheets provided by the contractor.

The Contractor shall be compensated for business related travel expenses at the current IRS mileage reimbursement rate of \$0.725 per mile when travel is required for City business.

IV. INDEMNIFICATION AND RELEASE

Indemnification:

The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, arising out of the Contractor's performance or nonperformance under this agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

Release:

The Contractor hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's performance under this agreement whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

V. CITY POLICIES

The Contractor is familiar with City policies and shall comply with all City policies where applicable to the services he is providing, including but not limited to harassment in the workplace and workplace violence policies.

VI. COMPLIANCE WITH LAWS

Contractor shall, at his/her/its expense, comply with all valid requirements of governmental authorities and all applicable present and future federal, state, and local laws, ordinance, rules, and regulations relating to the use of the provided spaces and/or

requirements of providing program(s). Contractor will indemnify City against any penalty, damage or charge imposed for any violation by Contractor, its agents and employees, of such requirements.

The City will comply with all applicable laws, rules and regulations imposed upon it as the owner of the provided spaces.

This Agreement is contingent upon Contractor obtaining all certificates, licenses, permits, and other approvals that may be required by any federal, state, or local authority for the provision of the program(s). The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be Contractor's responsibility.

VII. GOVERNING LAW AND VENUE

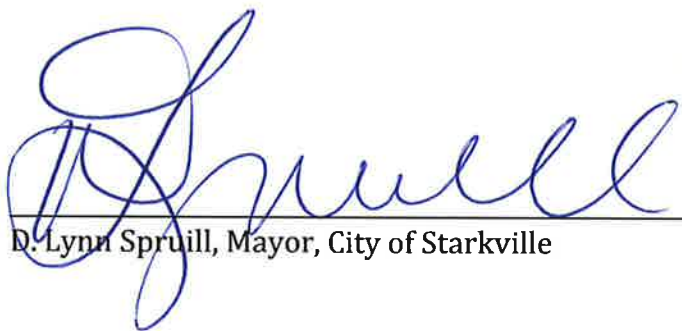
This agreement shall be governed by Mississippi law and any legal action relating to this agreement shall be brought in the state courts of Oktibbeha County, Mississippi or the federal courts of the Northern District of Mississippi, Aberdeen Division, as the case may be.



Navarrete Ashford, Contractor

5/20/24

Date



D. Lynn Spruill, Mayor, City of Starkville

5/20/26

Date

42. CONSIDERATION OF EXTENDING THE CONSULTING CONTRACT WITH NAV ASHFORD FOR A HOURLY RATE OF \$100.00 AND A NOT TO EXCEED AMOUNT OF \$35,000.00 PLUS TRAVEL EFFECTIVE IMMEDIATELY.

Upon the motion of Alderman Perkins, duly seconded by Alderman Pochop, and adopted by the Board to approve extending the consulting contract with Nav Ashford for a hourly rate of \$100.00 and a not to exceed amount of \$35,000.00 plus travel effective immediately. 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.

43. MOTION TO ADJOURN UNTIL JUNE 2, 2026 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Perkins, for the Board of Aldermen to adjourn the meeting until June 2, 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 2nd DAY OF JUNE, 2026.

Attest:

D. LYNN SPRUILL, MAYOR

LISA CARTER, DEPUTY CITY CLERK