

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
June 2, 2026**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on June 2, 2026 at 5:30 p.m. in the Municipal Court Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Kyle Skinner, Mike Brooks, William Pochop, Roy A'. Perkins and Henry Vaughn, Sr., as well as City Attorney Berk Huskison and City Clerk Joanna McLaurin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill called for any changes to the agenda as presented. Mayor Spruill added to the agenda to hire Michael Moseley as a commercial driver as Human Resource item G, 7. Alderman Moreland added Mayor's Business item A and Human Resource item G, 7 to 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 Brooks offered a motion, duly seconded by Alderman Pochop, to approve the June 2, 2026 Official Agenda as amended. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, JUNE 2, 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 15, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**
- B. **CONSIDERATION OF THE MINUTES OF THE MAY 19, 2026, RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

V. ANNOUNCEMENTS AND COMMENTS

- A. MAYOR'S COMMENTS
- B. BOARD OF ALDERMEN COMMENTS

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

- A. PUBLIC HEARING AND CONSIDERATION OF VA 26-04 A REQUEST FOR A VARIANCE FROM FRONT YARD SETBACKS FOR A FENCE AND WORKSHOP/GARAGE LOCATED AT 235 BROOK AVENUE IN AN SD-2 ZONING DISTRICT
- B. PUBLIC HEARING AND CONSIDERATION OF VA 26-05 A REQUEST FOR A VARIANCE FROM PARKING SETBACK REQUIREMENTS LOCATED AT 301 HIGHWAY 12 WEST IN A C ZONING DISTRICT
- C. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 101 FAIRFIELD DR, STARKVILLE, MS 39759 WITH PARCEL NUMBER 101M-00-003.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEANUP OF THE PROPERTY SHOULD OCCUR.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF CALLING FOR THE FIRST OF TWO PUBLIC HEARINGS TO UPDATE THE UNIFIED DEVELOPMENT CODE TO ESTABLISH A SHORT-TERM RENTAL REGISTRY AND OTHER RELATED TOPICS.
- B. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND CITY OF STARKVILLE ORDINANCE 26-01 TO REFLECT A CHANGE DUE TO A SCRIVENER'S ERROR IN SECTION 2 NEEDING TO STATE "ALCOHOLIC BEVERAGES" IN LIEU OF "LIGHT BEER AND WINE"
- C. CONSIDERATION OF THE APPROVAL OF A RESOLUTION DECLARING THE INTENT TO ADOPT THE DEFINITION OF HOTEL AND MOTEL AS AUTHORIZED IN SENATE BILL 2805 AND MS CODE SECTION 27-65-23.1 AND SUBMITTING TO THE STATE TAX COMMISSION

X. BOARD BUSINESS

- A. *THERE ARE NO ITEMS FOR THIS AGENDA*

XI. DEPARTMENT BUSINESS

- A. AIRPORT

1. REQUEST APPROVAL OF CLEARWATER CONSULTANTS INC. WORK AUTHORIZATION 26-03 FOR THE 2026 AIP PROJECT PHASE II RUNWAY 18/36 EXTENSION AND RELATED IMPROVEMENTS.
 2. REQUEST APPROVAL OF FAA 3-28-0068-034-2026 GRANT APPLICATION FOR PHASE II OF THE RUNWAY AND PARALLEL TAXIWAY EXTENSION PROJECT IN THE AMOUNT OF \$3,952,249.00 WITH A CITY MATCH OF \$36,402.28
- B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT
1. DISCUSSION AND CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO AMEND THE UNIFIED DEVELOPMENT CODE.
- C. COURTS
1. *THERE ARE NO ITEMS FOR THIS AGENDA*
- D. ENGINEERING
1. CONSIDERATION OF APPROVING THE LOW BID FROM ECON CONSTRUCTION, INC IN THE AMOUNT OF \$91,205.18 FOR THE BRUSH ARBOR CEMETERY PROJECT.
 2. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH ARCHITECTONICS, LLC. TO PROVIDE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE LIBRARY RENOVATION PROJECT.
 3. CONSIDERATION OF ACCEPTING THE MAIN STREET REVITALIZATION GRANT FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE NORTH JACKSON ST PROJECT.
- E. FINANCE AND ADMINISTRATION
1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MAY 27, 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. CONSIDERATION OF APPROVING THE ANNUAL SAFETY TEST WITH KONE INC. FOR THE ELEVATORS AT CITY HALL IN THE AMOUNT OF \$3,300.00
 3. CONSIDERATION OF APPROVAL TO ADVERTISE A REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES FOR CITY HALL AND THE SANITATION DEPARTMENT.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENTER INTO THE 2026 STATEWIDE MUNICIPAL AID COMPACT (SMAC) AGREEMENT.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE CHRIS WILLIAMS AS A CITY ENGINEER IN THE ENGINEERING DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE DAVID JELINEK AS A CIVIL ENGINEER CO-OP IN THE ENGINEERING DEPARTMENT
3. REQUEST AUTHORIZATION TO HIRE JAMES M. PREWITT, III AS POLICE OFFICER – III IN THE STARKVILLE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE JALIL CLEMONS AND MERIDETH GRACE GREGG AS NON-CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE JOHN WES CANTRELL AS CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE JOLIE CLEMENTS AND TANNER A. HAGUEWOOD AS STUDENT INTERNS IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. *THERE ARE NO ITEMS FOR THIS AGENDA*

I. PARKS

1. REQUEST TO APPROVE THE LOW BID FROM COPPERTOP SHEET METAL IN THE AMOUNT OF \$61,100.00 FOR THE TRAVIS OUTLAW CENTER AND ANNEX ROOF REPAIRS.
2. REQUEST TO APPROVE THE SUMMARY CHANGE ORDER WITH BYRUM CONSTRUCTION, INC. FOR THE JL KING CULVERT PROJECT IN THE AMOUNT OF A \$7,884.12 INCREASE.
3. CONSIDERATION TO APPROVE THE LOWEST QUOTE OF \$61,230.00 FROM H & H TURF SOLUTIONS, LLC FOR SOCCER FIELD RENOVATIONS.
4. CONSIDERATION TO APPROVE THE LOWEST QUOTE OF \$38,448.00 OF MASON SAND (48 LOADS OF 30 TONS PER LOAD) FROM BURNS LOGISTICS.

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:
1710 ARROWHEAD

K. SANITATION DEPARTMENT

1. *THERE ARE NO ITEMS FOR THIS AGENDA*

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO EXECUTE THE USG WATER TANK INSPECTION 10-YEAR CONTRACT FOR NORTHSTAR INDUSTRIAL PARK TANK AND SCALES STREET TANK.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM GARNER COMMUNICATION SERVICES IN THE AMOUNT OF \$9,135.00 FOR CISCO SWITCH AND NETWORK MATERIALS FOR THE AMI-GATEKEEPER FIBER DISTRIBUTION NETWORK AT THE SOUTHWEST SUBSTATION.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$28,850.00 FOR A NEW 10" CHECK VALVE AT MONTGOMERY WELL.
4. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$33,375.00 FOR REPLACEMENT OF TWO 4" CONTROL VALVES AT MONTGOMERY WELL.
5. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 FOR THE BLUEFIELD WATER TREATMENT PLANT PROJECT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL JUNE 16, 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: 2-31:

2. CONSIDERATION OF THE MINUTES OF THE MAY 15, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the May 15, 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 19, 2026, RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the April 21, 2026, recess meeting of the Mayor and Board of Aldermen of the City of Starkville” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF CALLING FOR THE FIRST OF TWO PUBLIC HEARINGS TO UPDATE THE UNIFIED DEVELOPMENT CODE TO ESTABLISH A SHORT-TERM RENTAL REGISTRY AND OTHER RELATED TOPICS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval of calling for the first of two public hearings to update the unified development code to establish a short-term rental registry and other related topics” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND CITY OF STARKVILLE ORDINANCE 26-01 TO REFLECT A CHANGE DUE TO A SCRIVENER'S ERROR IN SECTION 2 NEEDING TO STATE "ALCOHOLIC BEVERAGES" IN LIEU OF "LIGHT BEER AND WINE".

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval of calling for a public hearing to amend city of Starkville ordinance 26-01 to reflect a change due to a scrivener's error in section 2 needing to state "alcoholic beverages" in lieu of "light beer and wine"” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF THE APPROVAL OF A RESOLUTION DECLARING THE INTENT TO ADOPT THE DEFINITION OF HOTEL AND MOTEL AS AUTHORIZED IN SENATE BILL 2805 AND MS CODE SECTION 27-65-23.1 AND SUBMITTING TO THE STATE TAX COMMISSION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval consideration of the approval of a resolution declaring the intent to adopt the definition of hotel and motel as authorized in Senate Bill 2805 and MS Code section 27-65-23.1 and submitting to the State Tax Commission” is enumerated, this consent item is thereby approved.

**RESOLUTION TO REFLECT THE INTENT OF THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF STARKVILLE TO COLLECT THE AUTHORIZED
SALES TAX ON HOTEL AND MOTEL AS REDEFINED THROUGH
SENATE BILL 2805 IN
MS CODE SECTION 27-65-23.1**

WHEREAS, the Mayor and Board of Aldermen of Starkville, Mississippi (the "Board"), acting for and on behalf of the City of Starkville, Mississippi (the "City" or "Starkville"), do hereby find, determine and adjudicate as follows:

1. Pursuant to 1986 SB 2792, the Mississippi Legislature authorized Starkville to levy upon every person, firm or corporation operating a motel or hotel in the City a tax at a rate not to exceed two percent (2%) of the gross proceeds of sales from room rentals of hotels and motels in the City. That legislation defined "hotel" or "motel" as "a place of lodging with more than six (6) rental units that at any one (1) time will accommodate transient guests on a daily or weekly basis and that is known to the trade as such."

2. Pursuant to 2019 HB 1565, the Mississippi Legislature authorized the City of Starkville to impose a tax upon every person, firm or corporation operating a motel or hotel in the City at a rate not to exceed one percent (1%) of the gross proceeds of room rentals for each such hotel or motel. That legislation defined "hotel" or "motel" as "any establishment engaged in the business of furnishing or providing rooms intended or designed for dwelling, lodging or sleeping purposes to transient guests."

3. Pursuant to 2023 HB 1792 which amended Chapter 854, Local and Private Laws of 1986 to change the definition of hotel and motel to include an establishment with four (4) rooms in the aggregate on behalf of the City of Starkville.

5. Pursuant to Senate Bill 2805 creating the legislative enactment of Mississippi Code 1972 (2024) Section 27-5-23.1 redefining hotel or motel for purposes of certain taxes levied under authority of local and private laws authorizes the City of Starkville to declare the intention to include such entities for the purposes of the collection of said taxes.

6. The Mayor and Board of Aldermen of the City of Starkville do find that the adoption of Senate Bill 2805 provides for reasonable and fair treatment of similarly situated hotels, motels and short-term rentals providing services for revenue that is taxed for funds to be used for promoting tourism and supporting economic development through sports tourism.

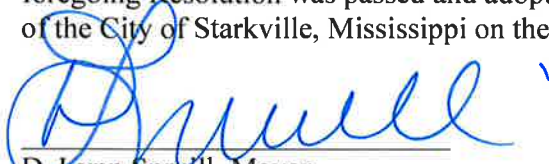
NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Alderman of the City of Starkville intends to include the definition of hotel or motel as allowed by Senate Bill 2805.

After discussion, Alderman Brooks moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Pochop. The Mayor then put the question to a vote, and the result was as follows:

Alderman Kim Moreland
Alderman Sandra Sistrunk
Alderman Kyle Skinner
Alderman Mike Brooks
Alderman William Pochop
Alderman Roy A'. Perkins
Alderman Henry N. Vaughn

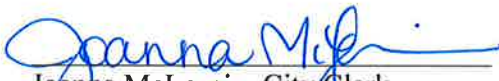
Voted:Yea
Voted:Yea
Voted:Yea
Voted:Yea
Voted:Yea
Voted:Yea
Voted:Yea

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi on the 2nd day of June 2026.



D. Lynn Spruill, Mayor
Starkville, Mississippi

ATTEST



Joanna McLaurin, City Clerk
Starkville, Mississippi

7. REQUEST APPROVAL OF CLEARWATER CONSULTANTS INC. WORK AUTHORIZATION 26-03 FOR THE 2026 AIP PROJECT PHASE II RUNWAY 18/36 EXTENSION AND RELATED IMPROVEMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval of Clearwater Consultants Inc. work authorization 26-03 for the 2026 AIP Project Phase II runway 18/36 extension and related improvements” is enumerated, this consent item is thereby approved.

8. REQUEST APPROVAL OF FAA 3-28-0068-034-2026 GRANT APPLICATION FOR PHASE II OF THE RUNWAY AND PARALLEL TAXIWAY EXTENSION PROJECT IN THE AMOUNT OF \$3,952,249.00 WITH A CITY MATCH OF \$36,402.28.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval of FAA 3-28-0068-034-2026 grant application for phase II of the runway and parallel taxiway extension project in the amount of \$3,952,249.00 with a city match of \$36,402.28” is enumerated, this consent item is thereby approved.

9. DISCUSSION AND CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO AMEND THE UNIFIED DEVELOPMENT CODE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval of calling for two public hearings to amend the unified development code” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF APPROVING THE LOW BID FROM ECON CONSTRUCTION, INC IN THE AMOUNT OF \$91,205.18 FOR THE BRUSH ARBOR CEMETERY PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the low bid from Econ Construction, Inc in the amount of \$91,205.18 for the Brush Arbor Cemetery Project” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH ARCHITECTONICS, LLC. TO PROVIDE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE LIBRARY RENOVATION PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the professional services agreement with Architectonics, LLC. to provide design and construction administration services for the library renovation project” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF ACCEPTING THE MAIN STREET REVITALIZATION GRANT FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE NORTH JACKSON ST PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval the Main Street Revitalization Grant from the Mississippi Development Authority for the North Jackson St Project” is enumerated, this consent item is thereby approved.

EXHIBIT A

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 26-03

2026 AIP Project – Phase II Runway 18/36 Extension, Subgrade, Base, Paving, Lighting and Related Improvements

Project Identification No. 3-28-0068-034-2026

Date: May xx, 2026

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("Owner") and Clearwater Consultants, Inc. ("ENGINEER") dated July 2023.

Scope of Services

The Engineer shall provide Professional Services for adaptation of design to phased construction, alternative analysis and design of utility relocation and related, construction administration, Resident Project Representative, materials and quality control/assurance testing for the 2026 AIP Project which shall be comprised of construction of subgrade, base, paving, lighting and other improvements related to runway and parallel taxiway extension. See attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Time of performance will be 6 months from receipt of the 2026 AIP Grant Agreement.

Compensation

1. Basic Services:

(a)	Grant Application, Administration and Close-Out	Lump Sum of	\$ 28,500
(b)	Adaptation of Design to Phased Construction, Electrical Utility Relocation and Related	Lump Sum of	\$ 52,000
(c)	Bidding and Contract Award Phase	Lump Sum of	\$ 14,500
(d)	Construction Engineering and Administration	Lump Sum of	\$ 62,500

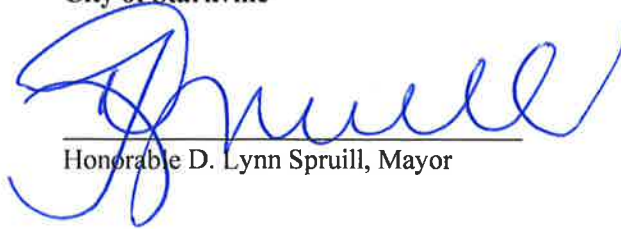
2. Special Services: Budget for Special Services is as follows:

(a)	Resident Project Representative	\$ 78,000
(b)	Survey	\$ 14,000
(c)	Environmental	\$ 12,000
(d)	Construction Q/A Testing	\$ 55,000

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

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

City of Starkville

A handwritten signature in blue ink, appearing to read "D. Spruill", is written over a horizontal line.

Honorable D. Lynn Spruill, Mayor

Clearwater Consultants, Inc.

Carey Hardin, P.E., President

EXHIBIT B – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 26-03

2026 AIP Project – Phase II Runway 18/36 Extension, Subgrade, Base, Paving, Lighting and Related Improvements

PROJECT DESCRIPTION:

The OWNER intends to perform runway extension, re-alignment, lighting, extension of parallel taxiway and related improvements to George M. Bryan Field (hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

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

1. Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.
2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in Section II and act as OWNER'S representative in connection with such services. Assist the OWNER in contracting for such services.
3. Prepare preliminary designs necessary to determine the type, size, and scope of the improvement project based upon projected aviation activity and current airport standards.
4. Prepare preliminary statement of probable construction cost for the project.
5. Prepare applications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance.

B. DESIGN PHASE: After the level of funding available is determined the ENGINEER shall:

In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project. If necessary, modify the previously prepared design to accommodate phased construction as required to match the budget available.

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

- FAA AC 150/5300-13 Airport Design
- FAA AC 150/5370-10 Standard Specifications for Construction of Airports

1. Advise the Owner of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys.
 2. Prepare detailed drawings, specifications and contract documents for the project.
 3. Submit appropriate documents to state and federal agencies for approvals.
 4. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.
- C. BID PHASE: During the Bid Phase, the ENGINEER shall provide the following services:
1. Assist the OWNER in advertising, securing bids, tabulation and analysis of bid results.
 2. Assist the OWNER in final application for project funding.
 3. Assist the Owner in award of the contract for construction.
- D. CONSTRUCTION PHASE: During the Construction Phase, the ENGINEER shall provide the following services:
1. Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.
 2. Make visits to the site at various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. ENGINEER shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.
 3. Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 7 business days from receipt.
 4. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist the OWNER in monitoring the quality of construction.
 5. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to a change in field conditions or changes to the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.
 6. Advise the OWNER of needed special services (Section II) and assist the OWNER in the acquisition of such services as appropriate.

7. Check and certify the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.
8. From information provided by the resident project representative and surveys made under special services or by others, compute final quantities of work completed by contractors on the project.
9. Make a final inspection with OWNER and government representatives of the completed work and provide a report of ENGINEER'S recommendation regarding contractor's final payment.
10. Prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.
11. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to properly perform duties undertaken by the ENGINEER under this Agreement.
12. Provide assistance with project close out including preparation of a "Summary and Distribution of Project Costs."
13. Record Drawing preparation.

SECTION II – SPECIAL SERVICES

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

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.
- C. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.
- D. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- E. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.

- F. Extra Work Created by Design Changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.
- G. Extra Work Required to Revise Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- H. Preparation of updates to the Airport Layout Plan as directed by the OWNER.
- I. Preparation of Disadvantaged Business Enterprise (DBE) Plans and/or Updates for existing DBE Plans, as required.

SECTION III – OWNER’S RESPONSIBILITIES

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

SECTION IV – TITLE VI ASSURANCES

During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest agree as follows:

- A. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter “DOT”), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “Regulations”), which are hereinafter incorporated by reference and made a part of this contract.
- B. Non-Discrimination. The ENGINEER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the

Regulations, including employment practices when the contract covers a program set forth in Appendix B of Regulations.

- C. Solicitations for Subcontracts, Including Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, such potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Non-Compliance. In the event of the ENGINEER's non-compliance with the non-discrimination provisions of this Agreement, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the ENGINEER under the Agreement until the ENGINEER complies; and/or
 - 2. Cancellation, termination, or suspension of the Agreement in whole or in part.
- F. Incorporation of Provisions. The ENGINEER shall include the provisions of Paragraphs A through E of Section D.10. in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the OWNER, and, in addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.
- G. DBE Assurances:
 - 1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have a maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.
 - 2. DBE Obligation. The ENGINEER agrees to ensure that DBE's participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The ENGINEER or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Clearwater Consultants, Inc.
Rate Schedule - 2026

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

Travel

Auto	\$ 0.60/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.
Lodging & Meals	Actual Cost

<i>Other Direct Expenses</i>	Actual Cost + 15%
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AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of April in the year Two Thousand Twenty-Six

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Starkville
110 West Main Street
Starkville, MS 39759
662-323-2525

and the Architect:
(Name, legal status, address and other information)

Architectonics pllc
300A Greensboro St
Starkville, MS 39759
6626155588

for the following Project:
(Name, location and detailed description)

Starkville Library Renovations
326 University Drive
Starkville, MS 39759
Renovation of Starkville Public Library, exterior renovation including new windows and new entry. Interior renovations including restrooms, flooring, ceiling, lights and other improvements

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

renovations to exterior and interior of existing building

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

existing building and site

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

1,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

n.a.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lynn Spruill
110 West Main Street
Starkville, MS 39759
662-323-2525
l.spruill@cityofstarkville.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Phillip Carter
Starkville Public Library

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

n.a.

.2 Civil Engineer:

n.a.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Thomas Stewart, AIA
300A Greensboro St

Starkville, MS 39759
6627690685
thomas@architectonics.info

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

n.a.

.2 Mechanical Engineer:

ERG
Chad Moore, PE

.3 Electrical Engineer:

Shultz-Wynne
Mike Wynne, PE

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect

as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Fifty Thousand Dollars and Zero Cents (\$ 50,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and

- 4 interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and

Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in

accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	not provided
§ 4.1.1.2 Multiple preliminary designs	not provided
§ 4.1.1.3 Measured drawings	not provided
§ 4.1.1.4 Existing facilities surveys	not provided
§ 4.1.1.5 Site evaluation and planning	not provided
§ 4.1.1.6 Building Information Model management responsibilities	not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	not provided
§ 4.1.1.8 Civil engineering	not provided

§ 4.1.1.9	Landscape design	architect
§ 4.1.1.10	Architectural interior design	architect
§ 4.1.1.11	Value analysis	not provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	not provided
§ 4.1.1.13	On-site project representation	not provided
§ 4.1.1.14	Conformed documents for construction	not provided
§ 4.1.1.15	As-designed record drawings	not provided
§ 4.1.1.16	As-constructed record drawings	not provided
§ 4.1.1.17	Post-occupancy evaluation	not provided
§ 4.1.1.18	Facility support services	not provided
§ 4.1.1.19	Tenant-related services	not provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	not provided
§ 4.1.1.21	Telecommunications/data design	not provided
§ 4.1.1.22	Security evaluation and planning	not provided
§ 4.1.1.23	Commissioning	not provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	not provided
§ 4.1.1.25	Fast-track design services	not provided
§ 4.1.1.26	Multiple bid packages	not provided
§ 4.1.1.27	Historic preservation	not provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	not provided
§ 4.1.1.29	Other services provided by specialty Consultants	not provided
§ 4.1.1.30	Other Supplemental Services	not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to

provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirty-Five (35) visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the

General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien

notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common

question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

percentage complete at time of termination plus 50% of fee for next phase of contract.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

n.a.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are

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set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight (8.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

\$150/hr

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

\$150/hr

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

\$150/hr

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20.00%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty percent (20.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Forty percent (40.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Fifteen percent (15.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Architect	150
engineer	160
inspector	100
clerical	65

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twenty percent (20.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

10.00 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Billing to be based on latest estimate of cost until which time project is bid, then on the lowest bid, then on the contract total amount. billings for previous phases will be adjusted to the latest total cost of the work.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

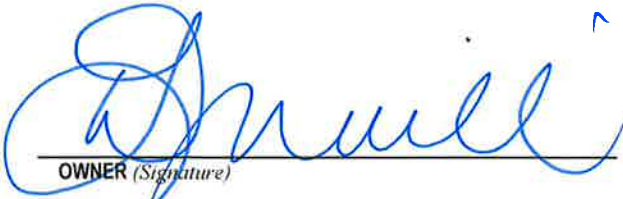
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

BY: Lynn Spruill

(Printed name and title)


ARCHITECT (Signature)

BY: Thomas Stewart, AIA

(Printed name, title, and license number if required)

Main Street Revitalization Grant Program
MISSISSIPPI DEVELOPMENT AUTHORITY
Community Incentives Division
501 North West Street, 5th Floor (zip: 39201)
Post Office Box 849 (zip: 39205)
Jackson, Mississippi

GRANT AGREEMENT

Grantee:
City of Starkville
110 West Main Street
Starkville, MS 39759

662-353-2525

Effective Date:

April 6, 2026

Grant Number:

#MMRG-26-025

Grant Award Amount:

\$500,000.00

Project Description:

The purpose of this project is to grant MSRGP funds to be used to:
Streetscape improvements to North Jackson Street in Downtown Starkville as further specified in the Scope of Work attached hereto.

Project Period Beginning and Ending Dates:

April 6, 2026 – April 6, 2028

The Grantee agrees to comply with all Terms and Conditions, attached hereto, of this Grant Agreement between such Grantee and the Mississippi Development Authority.

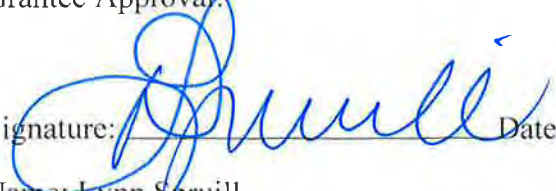
Grant Terms and Conditions: Funds will be disbursed on a reimbursable basis to the Grantee, excepting those funds required for local match. All funds must be disbursed within two years from the effective date.

MDA Approval:

Signature: _____ Date: _____

Name: William V. Cork
Title: Executive Director & Chief Economic
Development Officer, Mississippi Development
Authority

Grantee Approval:

Signature:  Date: 6/2/26

Name: Lynn Spruill
Title: Mayor
Grantee: City of Starkville

These Terms and Conditions, dated as of **the effective date set forth in the Grant Agreement**, (this "Agreement"), by and between the Mississippi Development Authority ("MDA") (acting for and on behalf of the State of Mississippi) and the entity set forth in the Agreement (the "Grantee").

W I T N E S S E T H:

WHEREAS, the "Mississippi Main Street Revitalization Grant Program Act," Section 57-78-1 *et seq.*, Mississippi Code of 1972, as amended ("Act"), was enacted for the purpose of establishing the Mississippi Main Street Revitalization Grant Program ("Program") to revitalize downtowns or communities in the State of Mississippi ("State") by providing grant funds to eligible recipients, as defined in the Act; and

WHEREAS, pursuant to Section 57-78-3 of the Act, the Mississippi Legislature as well as MDA through appropriations by the Legislature, is authorized to make grants available to eligible recipients for projects leading to the revitalization of Mississippi's downtowns or communities for acquisition of land and any improvements thereon, preservation of historic downtown structures and sites, and initiatives that will produce a revitalization to the economy of the historic downtown areas; and

WHEREAS, pursuant to the Act and the rules and guidelines adopted by MDA under the Act (the "Guidelines"), the Grantee has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in the Agreement (the "Scope of Work"); and

WHEREAS, based on MDA's recommendation after consultation with the Mississippi Main Street Association (MMSA), the Mississippi Legislature has appropriated specific funds (the "Grant Award Amount") to be awarded by MDA to the Grantee under the terms and conditions set forth in this Agreement, in order to fund, in part, and develop the Project by the Grantee; and

WHEREAS, the Project is specifically authorized by the Act; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the Agreement of the Act;

WHEREAS, pursuant to the appropriation, the Mississippi Legislature has determined that the Project meets the definition of a public purpose and is an investment resulting in the revitalization of public downtowns and communities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

1. General Terms and Conditions

The Grantee is awarded a grant in the amount of **\$500,000.00**. The Grantee will administer this grant in accordance with the attached scope of work, approved budget, and all approved revisions and modifications to these documents. Grantee must adhere to all applicable statutes, rules, regulations, and guidelines set forth by Mississippi law and/or MDA and any new notice or guidance that may be issued by MDA.

2. Scope of Work:

Grantee agrees to use grant funds only for the tasks listed in the attached Scope of Work. No other activities will be subsidized by MDA unless a formal request to amend or modify the Scope of Work has been submitted in writing to MDA and approved by it and a formal

amendment to this Agreement has been entered into between the parties through the processes established by MDA's policies and procedures for the Program.

3. Budget:

MDA will provide a grant of **\$500,000.00** to be used solely for direct expenses related to the activities outlined in the Scope of Work as outlined and in the approved attached Budget Summary. Under no circumstances will the amount of the Grant exceed this amount. The attached Budget Summary will be the governing budget document for this Grant. MDA will not pay for expenses not listed in the attached budget unless a formal budget modification has been approved in writing prior to expenditure of those funds. Any transfer of funds between categories must be approved in writing at least 30 days prior to the actual transfer of funds. The Grantee will be reimbursed for project expenses through a cash reimbursement process as outlined further in this Agreement and pursuant to the rules, policies, and procedures established for the Program.

4. Project Period:

The Grant will be deemed to have commenced and shall conclude as of the dates provided in the Project Period Section on the first page of this Agreement. It is understood and agreed that the Project shall conclude within two (2) years of the commencement of the Project Period. At MDA's discretion, and only if adequate funds have been made available by the Mississippi Legislature, both parties may negotiate in good faith toward a renewal of this Grant prior to the conclusion of the term of this agreement. Subsequent agreements shall be at funding levels set by the Mississippi Legislature and acceptable to MDA and shall not be automatically based on this or any other prior approved budget.

A Project timeline is established for the Project as attached hereto. Grantee will be required to submit Quarterly Reports to MDA as set forth in rules and guidelines established for the Program and such other reports at MDA's direction outlined herein. The Project Period will conclude upon MDA's determination that requirements have been satisfied completely. A Close-Out Report will be required to be submitted prior to the conclusion of the Project Period.

5. Allowable Cost:

Expenditures made by Grantee shall be considered allowable to the extent they meet all of the requirements set forth below: The expenditures must be:

- a. Eligible costs as defined in Miss. Code Ann. § 57-78-5. Eligible costs include:
 1. The acquisition of land and any improvements thereon,
 2. Preservation of historic downtown structures and sites, and
 3. Initiatives that will produce a revitalization to the economy of the historic downtown areas.
- b. Eligible costs include those related to (1) a prospective purchase or (2) for acquisition of which the applicant has closed as long as that closing occurred no more than twelve (12) months prior to the date of application for the Grant and the

subject purchase was made to help preserve and revitalize the location and economy of a historic downtown community.

- c. All costs must be:
 - 1. Reasonable and necessary;
 - 2. Made in conformance with the Statement of Work, the Project Budget, and all other provisions in this Agreement;
 - 3. Incurred for work performed during the Project Period;
 - 4. Supported by documentation acceptable to MDA; and
 - 5. The net cost incurred by the Grantee (this is the cost minus any rebates, refunds, or other items of value).

6. Disbursements

It is understood that the Grant is provided on a reimbursement basis. Pursuant to this legal provision, MDA has established a cash reimbursement process, as well as financial policies and procedures governing the same. The Grantee must adhere to this process and these financial policies and procedures to receive Grant disbursements.

The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth or as set forth in the Program financial policies and procedures:

- a. The Grantee shall not be in default under this Agreement or the Act;
- b. Development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA, that required reports (including but not limited to the Quarterly Reports) have been submitted on a timely basis, and all milestones in the timeline are being met (or there is sufficient written documentation as to why a milestone has not been met);
- c. The parties hereto agree that disbursements by MDA to the Grantee of the Grant shall be made in accordance with the Program's established financial policies and procedures, including specifically the cash reimbursement process;
- d. Grantee shall not receive compensation for its required twenty percent (20%) of local match funds, which must cover at least twenty percent (20%) of the total project cost, except that:
 - i. If the population of Grantee's community is less than ten thousand (10,000), it shall be required to have a local cash match of ten percent (10%) for the first One Hundred Thousand Dollars (\$100,000.00) requested, then will be required to have a local cash match of twenty percent (20%) for any amount over One Hundred Thousand Dollars (\$100,000.00); and
- e. Any expenses incurred before the effective date of this Agreement will not be reimbursed by MDA.

7. Termination of Grant:

The Executive Director of MDA or designee may, when the interests of the State so require, terminate this grant in whole or in part. The said Executive Director or designee shall give written notice of the termination to Grantee specifying the reasons for the termination, the part of the grant terminated, and when termination becomes effective.

a. Termination for Cause:

- i. If, for any cause, except for force majeure, Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Grantee shall violate any of the terms of this Agreement, MDA shall thereupon have the right to terminate this Grant by giving a written notice of termination to Grantee specifying the effective date thereof. As directed by MDA, Grantee shall (a) place no further purchase orders or subgrantees, (b) cancel or terminate all current purchase orders or subgrantees; and (c) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subgrantees.
- ii. If Grantee is unable or unwilling to comply with any elements of this Agreement or additional conditions as may be lawfully imposed by the United States of America, the State of Mississippi, or MDA under this Grant, Grantee shall have the right to terminate this Grant by giving written notice to MDA specifying the reason for termination and signifying the effective date thereof. Grantee shall (a) place no further purchase orders or subgrantees, (b) cancel or terminate all current purchase orders or subgrantees; and (c) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subgrantees.
- iii. If the funding from the State under which this Grant is made is delayed or terminated, MDA shall thereupon have the right to terminate this Grant by giving a written notice of termination to Grantee specifying the effective date thereof. As directed by MDA, Grantee shall (a) place no further purchase orders or subgrantees, (b) cancel or terminate all current purchase orders or subgrantees; and (c) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subgrantees.
- iv. In the event of termination for cause, all materials and equipment purchased, and data, supplies, and reports prepared by Grantee under this Grant may, at the option of MDA, become the property of MDA. Grantee shall not be relieved of liability to MDA for damages sustained by MDA by virtue of any breach of the Agreement by Grantee. Determination of damages shall be assessed within ninety (90) days of written termination.

- b. Termination for Default: If Grantee refuses or fails to perform any of the provisions of this grant with such diligence as will ensure its completion within the time specified in this grant or any extension thereof, or otherwise fails to timely satisfy the grant provisions, or commits any other substantial breach of this grant, the said Executive Director or designee may notify Grantee in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the said Executive Director or designee, such officer may terminate Grantee's right to proceed with the grant or such part of the grant as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the said Executive Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the said Executive Director or designee. Grantee shall continue performance of the grant to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- c. Termination Due to Bankruptcy: This Grant may be terminated in whole or in part by the Authority upon written notice to Grantee, if Grantee or any subgrantee/benefiting party should become the subject of bankruptcy or receivership proceedings whether voluntary or involuntary, or upon execution by Grantee of an assignment for the benefit of its creditors. In the event of such termination, Grantee shall be entitled to recover just and equitable compensation for satisfactory work performed under this Grant, but in no case shall said compensation exceed the total grant price.
- d. Grantee shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Grantee will stop work to the extent specified. Grantee shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Grantee shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The said Executive Director or designee may direct Grantee to assign Grantee's right, title, and interest under terminated orders or subcontracts to the State. Grantee must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- e. Notwithstanding termination of the grant and subject to any directions from the procurement officer, Grantee shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest.
- f. Payment for completed services delivered and accepted by the State shall be at the grant price. The State may withhold from amounts due Grantee such sums as the said Executive Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- g. Except with respect to defaults of subcontractors, Grantee shall not be in default by reason of any failure in performance of this grant in accordance with its terms (including any failure by Grantee to make progress in the prosecution of the work hereunder which endangers such performance) if Grantee has notified the said Executive Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or grant capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Grantee shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Grantee to meet the grant requirements. Upon request of Grantee, the said Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Grantee's progress and performance would have met the terms of the grant, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled.

- h. If, after notice of termination of Grantee's right to proceed under the provisions of this clause, it is determined for any reason that the grant was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this Agreement, the rights and obligations of the parties shall, if the grant contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- i. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this grant.

8. Publications And Publicity:

Grantee may publish results of its function and participation pursuant to this Grant prior to review by MDA, provided that (1) such publications acknowledge that the Program is supported by MDA and (2) that a copy of each publication is furnished to MDA.

9. Copyrights:

If this Grant results in copyrightable material, the author is free to copyright the work; but MDA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

10. Discrimination Prohibited:

No person in the United States shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement. Grantee will comply with the Civil Rights Act of 1964, as amended, and any regulations promulgated thereto.

11. Political Activity Prohibited:

None of the funds, materials, property, or service contributed by MDA or Grantee under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Grant funds shall not be used for any partisan political activities, initiative or referendum support or opposition, voter registration or "Get-Out-the-Vote" campaigns.

12. Religious Activity Prohibited:

There shall be no religious worship, instruction, or proselytizing as part of or in connection with the performance of the Agreement.

13. Compliance With Federal, State, And Local Laws:

Grantee shall comply with all applicable laws and regulations of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions that may be affected by this Agreement.

Specifically, Grantee shall comply with all statutory requirements set out in the Mississippi Main Street Revitalization Grant Program Act (Miss. Code Ann. § 57-78-1, *et seq.*) and the rules, regulations, and guidelines adopted by MDA pursuant to the Act.

The Grant shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

The Grantee understands that the Authority is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State or local laws. All such discrimination is unlawful, and the Grantee agrees during the term of this Grant that the Grantee will strictly adhere to this policy in its employment practices and provision of services.

14. Historic Properties

All projects involving a historic property must comply with all applicable laws relating to the property, as well as applicable regulations of the Mississippi Department of Archives and History, or other department or agency relating to such property. As part of the policies and procedures governing the Program, MDA shall require Grantee to seek and secure technical assistance from the Mississippi Department of Archives and History to the extent that the Project involves the protection, interpretation or commemoration of historically significant property in the area in and around the historic downtown site.

15. Reports And Inspections:

- a. Grantee shall make Program status reports and other reports as requested by MDA or its representatives and will arrange for on-site inspections by MDA and/or its representatives upon request. Failure to submit required reports at the times specified may, at the option of MDA, require termination of this Agreement in accordance with the provisions contained herein.
- b. It is understood that if the Grantee subgrants the Grant or any portion thereof to a non-governmental organization/recipient must collect certain information and documentation as established by the "Mississippi Grant and Subgrant Administration Transparency and Accountability of Non-Governmental Organizations Act of 2026" (HB 1171, 2026 Reg. Session), upon its codification and from and after its effective date of January 1, 2027. MDA will establish guidelines concerning implementation of these requirements.

16. Audit and Monitoring Requirements:

- a. Financial Audits: Per the Act, the Grantee must submit and all audit and financial statements to MDA. Therefore, the Grantee shall maintain adequate internal financial controls and conduct an audit of its financials on a periodic basis, as required by applicable law. Grantee will provide MDA with a copy of the results of those audits within fifteen (15) days after said audit is finalized.
- b. Accounting Records: Grantee shall retain financial records, work reports and any other records that may be needed for purposes of audit for a period of three (3) years after final close-out is made under this Agreement. If an audit or other action involving the records is initiated before the end of said three-year period, the records must be retained until all issues arising from said action are resolved, or until end of said three-year period, whichever is later.

- c. Access to Records: MDA, any state agency authorized to monitor and/or audit MDA or the Grantee, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Grant, for the purpose of audit, examination, inspection, investigation, monitoring, review, excerpts, and transcriptions.
- d. Site Visits: MDA authorized representatives have the right to make site visits at reasonable times to review Project files, Project accomplishments and management control systems and to provide technical assistance, if required. Grantee must provide, and must require their subgrantees and contractors to provide, reasonable access to facilities, office space, personnel, information, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations will be performed, to the extent possible, in a manner that does not unduly interfere with or delay the work.

17. E-Verify System for New Hires

If applicable, the Grantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. Grantee represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (71-1-57 of the Mississippi Code of 1972, as amended) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform Grantee. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Grantee agrees to maintain records of such compliance and, upon request of the MDA, to provide a copy of each such verification to the MDA. Grantee further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Grantee understands and agrees that any breach of these warranties may subject Grantee to the termination of this Agreement. In the event of such termination/cancellation, Grantee would also be liable for any additional costs incurred by the MDA due to grant cancellation or loss of license or permit.

18. Conflict of Interest:

No person who exercises decision making responsibilities of the program may personally benefit from an assisted activity, either for themselves or those with whom they have family or business ties. MDA defines “Conflict of Interest” to include a relative as “spouse, child, parent or any person related by blood or marriage within the ‘third degree.’” This definition is based on the Mississippi “Ethics in Government Act” and the state nepotism statute. No exceptions will be granted by MDA henceforth. It is the responsibility of the Grantee to properly disclose that the conflict of interest has occurred, and the Grantee may be required to repay the misused funds. Failure to repay may result in disqualification from further participation in this program.

19. Paymode

Payments by the Authority using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Grantee's choice. The State may, at its sole discretion, require the Grantee to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Grantee understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

20. Availability of Funds

It is expressly understood and agreed that the obligation of the Authority to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Grant are, at any time, not forthcoming or insufficient, either through the failure of the government to provide funds or of the Mississippi Legislature to appropriate funds or the discontinuance or material alteration of the Program under which funds were provided or if funds are not otherwise available to MDA, MDA shall have the right upon ten (10) working days written notice to the Grantee, to terminate this Grant without damage, penalty, cost or expenses to MDA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

21. Representation Regarding Contingent Fees

The Grantee represents that it has not retained a person to solicit or secure a State grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fees, except as disclosed in the Grantee's bid or proposal.

22. Representation Regarding Gratuities

The Grantee represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Grant Review Rules and Regulations.

23. Trade Secrets, Commercial, and Financial Information

It is expressly understood that Mississippi law requires that the provision of this Grant which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the grant shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

24. Stop Work Order

- a. Order to Stop Work: The Executive Director of MDA or designee may, by written order to Grantee at any time, and without notice to any surety, require Grantee to stop all or any part of the work called for by this Grant. This order shall be for a specified period not exceeding 90 days after the order is delivered to Grantee, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of

such an order, Grantee shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the said Executive Director of designee shall either:

- i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Grant.
- b. Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Grantee shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Grantee price, or both, and the Grant shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required for, or in Grantee's cost properly allocable to, the performance of any part of this Grant; and,
 - ii. Grantee asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the said Executive Director of designee decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Grant.
- c. Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

25. E-payment

Grantee agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.

26. Transparency

This Grant, including any accompanying exhibits, attachments and appendices, is subject to the "Mississippi Public Records Act of 1983", and its exceptions. See Mississippi Code Annotated 25-61-1 *et seq.*, and Mississippi Code Annotated 79-23-1. In addition, this Grant is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. See Mississippi Code Annotated 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this Executed Grant is required to be posted to the Department of Finance and Administration's independent agency grant website for public access at <http://www.transparency.mississippi.gov>. Information identified by the Grantee as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by

state and federal law or outside the applicable freedom of information statutes, will be redacted.

This Grant including any accompanying exhibits, attachments and appendices will also be subject to the "Mississippi Grant and Subgrant Administration Transparency and Accountability of Non-Governmental Organizations Act of 2026" upon its codification and from and after its effective date of January 1, 2027.

27. Minority and Women-Owned Business Enterprises

MDA encourages the maximum opportunity for increased participation by local Minority and Women-Owned Businesses Enterprises (MBE/WBE) in the procurement of goods and services. The MDA Minority Business Division at www.mississippi.org and the Mississippi Procurement Technical Center at www.msipc.com can assist with MBE/WBE outreach efforts.

28. Miscellaneous.

- a. This Agreement has been made by MDA (acting for and on behalf of the State), the Grantee, and no person or entity other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- b. This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.
- d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- e. This Agreement shall inure to the benefit of MDA and the Grantee and shall be binding upon MDA and the Grantee and their respective successors and assigns.
- f. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.
- g. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.

SCOPE OF WORK

- To implement the “Mississippi Main Street Revitalization Grant Program Act” pursuant to Miss. Code Ann. § 57-78-1, *et seq.*
- To expend grant funds appropriated for this Project under the “Mississippi Main Street Revitalization Grant Program Act” as set forth by the Mississippi Legislature in H.B. 1854 (Regular Session, 2026).
- Streetscape improvements to North Jackson Street in downtown Starkville to include enhancements of:
 - Sidewalks
 - Landscaping
 - Lighting
 - Pedestrian safety

The Grantee’s Application is attached hereto and fully incorporated herein as Exhibit “A.”

- The Grantee must adhere to and comply with the detailed budget as set forth in the Application attached as Exhibit “A.” A summary of that follows:

BUDGET SUMMARY

• Construction	\$795,960.51
Total Project Costs	\$795,961.51

- As required by the “Mississippi Main Street Revitalization Grant Program Act,” the Grantee avers and certifies that it has secured the required match amount. A funding summary follows:

FUNDING SUMMARY

City of Starkville – Starkville Streetscape Improvements - \$500,000 grant funds, with a matching funds commitment of \$100,000 for a total of \$600,000.



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

AGENDA ITEM DEPT: Engineering
AGENDA DATE: June 2, 2026

SUBJECT:

CONSIDERATION OF ACCEPTING THE MAIN STREET REVITALIZATION GRANT FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE NORTH JACKSON ST PROJECT.

AUTHORIZATION HISTORY:

The MOA with the Starkville Main Street Association regarding this grant was approved at the May 19th, 2026 Board of Alderman Meeting.

AMOUNT & SOURCE OF FUNDING:

Mississippi Main Street Revitalization Grant
Grant Amount: \$500,000
Required Match from OCEDA: \$100,000

REQUESTING DEPARTMENT:

Engineering

DIRECTOR'S AUTHORIZATION:

Cody Burnett, City Engineer

SUMMARY:

This grant was awarded for improvements to Jackson St between Main St & Hwy 182. Improvements include pedestrian improvements, lighting improvements, and street trees. This project will serve as a link between the Hwy 182 and Main St Projects. This item requests Board approval of the grant agreement with the Mississippi Development Authority.

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

MOVE TO ACCEPT THE MAIN STREET REVITALIZATION GRANT FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE NORTH JACKSON ST PROJECT.

13. CONSIDERATION OF APPROVING THE ANNUAL SAFETY TEST WITH KONE INC. FOR THE ELEVATORS AT CITY HALL IN THE AMOUNT OF \$3,300.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the annual safety test with Kone Inc. for the elevators at City Hall in the amount of \$3,300.00” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF APPROVAL TO ADVERTISE A REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES FOR CITY HALL AND THE SANITATION DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval to advertise a request for proposals for janitorial services for City Hall and the Sanitation Department” is enumerated, this consent item is thereby approved.

15. REQUEST AUTHORIZATION TO ENTER INTO THE 2026 STATEWIDE MUNICIPAL AID COMPACT (SMAC) AGREEMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval to enter into the 2026 Statewide Municipal Aid Compact (SMAC) agreement” is enumerated, this consent item is thereby approved.

16. REQUEST AUTHORIZATION TO HIRE DAVID JELINEK AS A CIVIL ENGINEER CO-OP IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire David Jelinek as a civil engineer co-op in the Engineering Department” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE JAMES M. PREWITT, III AS POLICE OFFICER – III IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire James M. Prewitt, III as police officer – III in the Starkville Police Department” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO HIRE JALIL CLEMONS AND MERIDETH GRACE GREGG AS NON-CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Jalil Clemons and Merideth Grace Gregg as non-certified firefighters in the Starkville Fire Department” is enumerated, this consent item is thereby approved.



05/18/2026

CITY OF STARKVILLE
110 W Main St
Starkville, Mississippi 39759-2823

ATTN: Joanna McLaurin

KONE Inc.
7730 B Trinity Road
Cordova, 38018
Tel:
Fax:
www.kone.us
rick.clare@kone.com

Re: ATI - 2026 - CAT 1 - 101 MEIGS AVE - EQUIP 20370495, 20370496

Equip	Inventory Number	Address
20370495	#1 PE INDOOR-E SIDE BLDG	101 MEIGS AVE 39759 STARKVILLE
20370496	#2 PE OUTDOOR-W SIDE BLDG	101 MEIGS AVE 39759 STARKVILLE

We propose to furnish and install the labor, materials, tools and supervision to perform the following work:

Description

KONE Inc. (hereinafter referred to as KONE) proposes to perform the following test(s) on Purchaser's elevator(s) in line with the standards set forth and required per Section 1001, ANSI A17.1. If test results show parts needing replacement or repair, a separate quotation will be prepared for Purchaser's authorization. This proposal covers only the inspection test as outlined below.

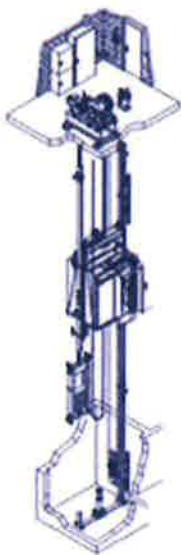
CAR SAFETIES 1002.3a - Inspect guide clearance, determine all working parts of the car safeties are in satisfactory operating condition, hand test to see safeties operate simultaneously with equal travel. With no load in car, run car down at slowest speed, hand trip governor and bring car to rest on safeties. The safety shall bring the car to rest promptly. GOVERNOR 1002.3b - Inspect and operate by hand to determine that all governor parts operate freely. Inspect bearings, rope grip jaws, and all rubbing surfaces for excessive wear and to be sure they are free of any foreign matter.

OIL BUFFERS 1002.3c - Buffers shall be checked for oil level to be within allowable limits. Plunger shall be fully compressed and shall return to fully extended position within 90 seconds after release.

At the end of this test, we will attach a metal tag, bearing Company name and test date to safety releasing carrier, and oil buffers.

It is further agreed and understood that KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, arising from or resulting from these tests.

Equipment Number 20370495, 20370496



Benefits:

- Tests elevator for proper operation
- Increases safety
- Reduces your claims risk
- Required by code



Performed yearly a no load safety test to check the overspeed protection device, as well as the basic operation of the elevator.

Price

Our total price to perform the above-mentioned work amounts to: \$3,300.00, plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

PURCHASER ACCEPTANCE: The proposal is hereby signed and accepted on behalf of CITY OF STARKVILLE

(Purchaser Signature)

Lynn Spruill

(Print Name)

Mayor

(Print Title)

Date: 6 / 2 / 26

Respectfully submitted by,
KONE Inc.

Rick Clare,

(Approved By) Authorized Representative

Title

Date: ____ / ____ / ____



KONE TERMS & CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. Further, KONE shall be entitled to an adjustment in the price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 11%, per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises. KONE shall be entitled to an adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore. KONE's work shall not include any abatement or disturbance of asbestos-containing material (ACM), presumed asbestos-containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal, abatement, or delays caused by such, required for KONE to perform its work shall be the Customer's sole responsibility and expense. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated. KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time. It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment. Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment. Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract. Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

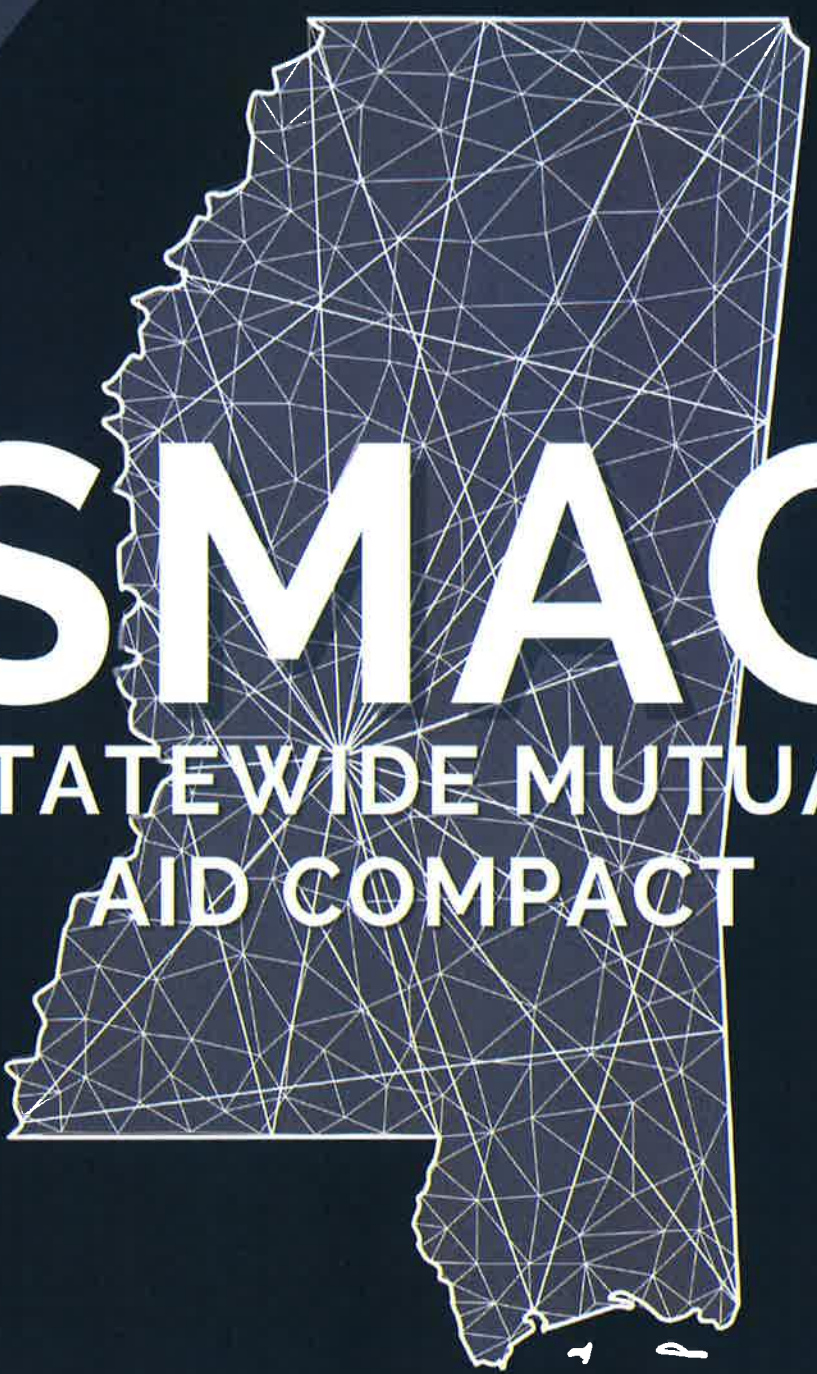
It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named. It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed and shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.



SMAC

STATEWIDE MUTUAL
AID COMPACT

A SYSTEM FOR USING ALL AVAILABLE
RESOURCES DURING EMERGENCIES



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State of Mississippi

Statewide Mutual Aid Compact (SMAC)

Revised: March 2026

THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the State's political subdivisions, and the Mississippi Band of Choctaw Indians.

WHEREAS, Section 33-15-19 of the Mississippi Code of 1972, as amended, authorizes the State and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies, too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, Section 33-15-11 & 33-15-13 of the Mississippi Code of 1972, as amended, authorizes the State to enter into a contract on behalf of the State for the lease or loan to any political subdivision of the State and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the State; and



WHEREAS, Section 33-15-17 of the Mississippi Code of 1972, as amended, authorizes the governing body of each political subdivision of the State to enter into such contract or lease within the State, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

WHEREAS, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

1. DEFINITIONS

a. "AGREEMENT" means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi and Mississippi Band of Choctaw Indians may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the Agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.

b. "REQUESTING PARTY" means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate state or federal emergency response assistance requests through its county.

c. "ASSISTING PARTY" means the Participating Government entity furnishing equipment, services, and/or manpower to the Requesting Party.



d. **“AUTHORIZED REPRESENTATIVE”** means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Appendix 1 (SMAC Authorized Representatives) and shall be updated as needed by each Participating Government.

e. **“AGENCY”** means the Mississippi Emergency Management Agency.

f. **“EMERGENCY”** means any occurrence, or threat thereof, whether natural or caused by man, in war, or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

g. **“DISASTER”** means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county or the Tribal Chief, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.

h. **“MAJOR DISASTER”** means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.

i. **“PARTICIPATING GOVERNMENT”** means the State of Mississippi, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians, which executes this mutual aid agreement and supply a completed copy to MEMA.

j. **“PERIOD OF ASSISTANCE”** means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.

k. **“WORK OR WORK-RELATED PERIOD”** means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will



return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered “on the job” for purposes of workers compensation injuries or accidents during these periods.

2. PROCEDURES.

When a Participating Government either becomes affected by or is under imminent threat of a major disaster, it may request emergency-related mutual aid assistance either by: (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part 1 “Identification of Need” form (Form REQ-A, Appendix 2) to the Assisting Party or MEMA; or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or MEMA, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix 2.

Participating Governments shall not request mutual aid unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate state or federal assistance requests with their county emergency management agencies, and county and tribal emergency agencies may coordinate state or federal assistance requests directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the local county emergency management agency. Requests for assistance may be communicated either to MEMA or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this Agreement.

a. Requests Directly To Assisting Party: The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. MEMA shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, by rule, the Agency may provide for reimbursement of eligible expenses from the Disaster Assistance Trust fund.

b. Requests Routed Through Or Originating From, The Agency: The Requesting Party may directly contact the Agency, in which case it shall provide MEMA with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of



the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall MEMA be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

c. Required Information: Each request for assistance shall be accompanied by the following information, to the extent known:

- (1) A general description of the damage sustained.
- (2) Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works, and engineering, building inspection, planning and information assistance, mass care, resource support health, and other medical services, search, and rescue, etc.) and the particular type of assistance needed.
- (3) Identification of the public infrastructure system for which assistance is needed (i.e., sanitary sewer, potable water, streets, or stormwater systems) and the type of work assistance required.
- (4) The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be required and include a description of working conditions and if personnel will be locally housed.
- (5) The need for sites, structures, or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.
- (6) An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form shown in Appendix 2 as the form REQ-A or by any other available means. MEMA may revise the format of Form REQ-A subsequent to the execution of this Agreement, in which case it shall distribute copies to all Participating Governments.

d. Assessment Of Availability Of Resources And Ability To Render Assistance: When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agree to assess their government's situation to determine available personnel, equipment, and other resources. All Participating Governments shall render assistance to the extent personnel, equipment, and resources are available. Each Participating Government agrees to render



assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment, or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered. It shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix 2 as Form REQ-A.

e. Written Acknowledgement: The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix 2 and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

f. Supervision And Control: The personnel, equipment, and resources of any Assisting Party shall remain under the operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment, and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This Agreement shall not support any person, group, or organization that self-deploys.

g. Food, Housing, Self-Sufficiency: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, assisting Party personnel and equipment should be self-sufficient for operations in areas stricken by emergencies or disasters to the greatest extent possible. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

h. Rights And Privileges: Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights,



privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).

i. Communications: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

3. REIMBURSABLE EXPENSES.

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraphs 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in the Intrastate Reimbursement Summary Form (Form R-2, Appendix 3).

a. Personnel: During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses, including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

b. Equipment: The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local, state, or federal hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which the Federal Emergency Management Agency reimburses costs, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the



Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

c. Materials And Supplies: The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace the materials and supplies used or damaged with like kind and quality as determined by the Assisting Party. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.

d. Record Keeping: The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record-keeping to Assisting Party personnel.

e. Payment: Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.E. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense, or use of personnel, equipment, and resources provided to a Requesting Party.

f. Payment by or Through the Agency: The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making a written request to the Agency for reimbursement of travel and subsistence expenses prior to submitting a request for payment to the Requesting Party. The Assisting Party's



written request should be submitted as soon as possible after the expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

4. IMMUNITY.

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33- 15-21. The Parties may waive this immunity in a manner provided by law to the extent that adequate insurance coverage is in effect.

5. LENGTH OF TIME FOR EMERGENCY.

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17.

6. TERM.

This Agreement shall be in effect for four (4) years from the date hereof. It shall automatically be renewed in successive four-year terms unless terminated upon 60 days advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, who shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director of the Mississippi Emergency Management Agency to all other Participating Governments.

7. EFFECTIVE DATE OF THIS AGREEMENT.



This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY.

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to:

- a. Request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement;
- b. Coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement;
- c. Serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential Disaster Declaration;
- d. Serve as the central depository for executed Agreements;
- e. Maintain a current listing of Participating Governments with their Authorized Representative and contact information and provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year.

MEMA will assume no responsibility for any person, group, or organization that self deploys.

9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS.

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section, or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section, subsection, or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements pursuant to Section 33-15-19, Mississippi Code, or interlocal agreements pursuant to Section 17-13-1 (Interlocal Cooperation of Governmental Units - §§ 17-13-1 — 17-13-17), Mississippi Code, those parties agree that this Agreement supersedes said agreements only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this Agreement. In the event that two or more parties to this Agreement wish to engage in mutual aid,

then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

IN WITNESS WHEREOF, the parties named herein have duly executed this Agreement/Compact on the date set forth below:

ATTEST:

CITY OF STARKVILLE IN OKTIBBEHA COUNTY OF MISSISSIPPI



By: _____

President/ Mayor

By: _____

Clerk of the Board

APPROVED AS TO FORM:

Date: _____

6/2/20

By: _____

[Signature]

Board Attorney

STATE OF MISSISSIPPI

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____

Executive Director

Date: _____

**STATEWIDE MUTUAL AID COMPACT**Date: June 2, 2026 Name of Government: City of Starkville

State Vendor # _____

Mailing Address: 503 East Lampkin St.City: Starkville, MS Zip Code: 39759**Authorized Representative to Contact for Emergency Assistance****Primary Representative:**Name: Dewayne DavisTitle: Fire ChiefDay Phone: 662.694.3576 Night Phone: 662.694.3576

Fax No: _____ Pager No: _____

1st Alternate Representative:Name: Jonathan WadeTitle: Fire InspectorDay Phone: 662.769.0387 Night Phone: 662.769.0357

Fax No: _____ Pager No: _____

2nd Alternate Representative:

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____



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**Appendix 2 (Form REQ-A)**

As outlined in SMAC section 2. *Procedures*, the SMAC Form REQ-A displayed below, is required when a participating government either becomes affected by or is under imminent threat of a major disaster and requires emergency-related mutual aid assistance.

MEMA utilizes a digital version of the Form REQ-A for several reasons, including but not limited to:

- Expedite request, approval, and deployment processes;
- The REQ-A can be used as a living document, continuously updated and approved for mission developments and changes;
- Provides for a smooth transition to the R-2 Reimbursement Form and process.

The version displayed is a snapshot of the actual digital document. The full digital version of this form is a Microsoft Excel document, able to be downloaded from the [MEMA Downloads\EMAC-SMAC](#) folder on the MEMA SharePoint.

For more information or assistance, contact the MEMA EMAC-SMAC Coordinator at emac@mema.ms.gov.

SMAC REQ-A Form			
SECTION I: TO BE COMPLETED BY THE REQUESTING COUNTY			
Event Name:			
Date:			
State Mission #:			
Requesting County:			
Requesting County REQ-A Contact:			
First Name:		Name:	
Phone 1:		Phone 2:	
E-mail 1:		E-mail 2:	
Mission Type:		M State:	Select Discipline:
Mission Description:		Page 1	
Resources Requested:			
Deployment Dates (including travel days):			
Mobilization:		Demobilization:	
Date Needed:		Date Released:	
Deployment Details:			
Work Location/Facility:		Select One:	
Location/Facility Name:			
Address 1:			
Address 2:			
City:		Zip Code:	



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Appendix 3 (Form R-2)

As outlined in SMAC section 3. *Reimbursable Expenses*, the SMAC Intrastate Reimbursement Summary Form (Form R-2) displayed below, is required when a participating government supporting a major disaster requests for mutual aid assistance reimbursement.

Based on the EMAC Form R-2, MEMA utilizes a digital version of the Form R-2 for several reasons, including but not limited to:

- Expedite speed of submission, approval, and reimbursement processes;
- The R-2 is to be used as a living document, continuously updating and itemizing mission deployments, developments, and changes;
- Supports the Form REQ-A seamlessly to ensure continuity, approval, and transparency.

The version displayed is a snapshot of the actual digital document. The full digital version of this form is a Microsoft Excel document, able to be downloaded from the [MEMA Downloads\EMAC-SMAC](#) folder on the MEMA SharePoint.

For more information or assistance, contact the MEMA EMAC-SMAC Coordinator at emac@mema.ms.gov.

SMAC R-2 Form

Mississippi - Statewide Mutual Assistance Compact (SMAC)
Intrastate Reimbursement Summary Form R-2

Event: _____

Requesting State/Province: _____ Date Submitted: _____

Resource Provider: _____

Resource Provider / Vendor Name: _____

State Mission Number: _____ EMAC Mission Number: _____

Copies of all receipt and payment vouchers for all expenses are attached (please select):

Personnel Costs		Travel Costs		Equipment Costs		Commodity Costs		Other Costs	
Total Regular Hours	1	Total Regular Pay	1	Equipment by Rate	1	Total Commodity	1	Other by Rate	1
Total Overtime Hours	1	Total Overtime Pay	1		1	Total Equipment Costs	1		1
Total Backfill Hours	1	Total Backfill Pay	1		1		1		1
Total Holiday Pay Hours	1	Total Holiday Pay	1		1		1		1
Total Compensatory Hours	1	Total Compensatory Pay	1		1		1		1
Total Personnel Costs		Total Travel Costs		Total Equipment Costs		Total Commodity Costs		Total Other Costs	
1		1		1		1		1	

Total Reimbursement 1

Total Donated 1

Comments

REIMBURSEMENT PACKAGE CERTIFICATION

By signing below, on the authority of the Resource Provider, I certify that the numbers and descriptions represent the actual costs incurred by the Resource Provider for the mission. I also certify that all expenses are properly documented and supported by the Resource Provider's pre-arranged agreement. I am not certifying that all expenses are properly documented and supported by the Resource Provider's pre-arranged agreement.

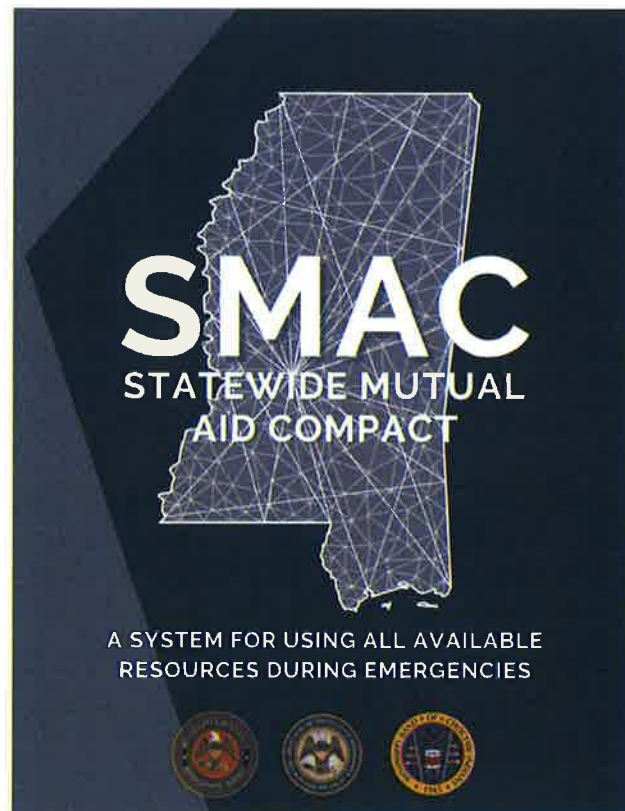
Certified and Authorized By: _____

Print Name: _____ Title: _____ Date: _____



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Oktibbeha County Emergency Management

106 W Main St, Suite 2
Starkville, Mississippi 39759
(662) 338-1076 ph
(662) 338-1077 fax

To: City of Starkville Mayor and Board Members

Subject: 2026 SMAC Agreement

Greetings City of Starkville Mayor and Board Members,

I wanted to take a few moments to discuss the importance of emergency preparedness and regional coordination through the Statewide Mutual Aid Compact (SMAC). This agreement allows local governments across Mississippi to support one another during emergencies and disasters when resources become overwhelmed.

The purpose of this effort is not to take over operations or authority from any city agency, but rather to strengthen communication, coordination, and support between all responding partners during critical incidents. Emergencies today require agencies to work together quickly and efficiently, whether the event is weather-related, a hazardous materials incident, infrastructure failure, or a terrorism-related threat involving large gatherings or critical facilities. Participation in agreements such as SMAC helps ensure that resources, personnel, and equipment can be requested and deployed more effectively when needed. It also supports better planning, interoperability, and coordination between city, county, and state partners before an incident ever occurs.

As Emergency Management continues to work alongside local partners, our goal is to build relationships, improve preparedness capabilities, and ensure we are positioned to protect the citizens of Oktibbeha County and the City of Starkville as effectively as possible.

I appreciate your time and consideration and look forward to continuing to work together for the safety and preparedness of our community.

Sincerely,

Jarvis Boyd, Director
Oktibbeha County Emergency Management

19. REQUEST AUTHORIZATION TO HIRE JOHN WES CANTRELL AS CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire John Wes Cantrell as certified firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO HIRE JOLIE CLEMENTS AND TANNER A. HAGUEWOOD AS STUDENT INTERNS IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Jolie Clements and Tanner A. Haguewood as student interns in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION TO HIRE MICHAEL MOSELEY AS A COMMERCIAL DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Michael Moseley as a commercial driver in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

22. REQUEST TO APPROVE THE LOW BID FROM COPPERTOP SHEET METAL IN THE AMOUNT OF \$61,100.00 FOR THE TRAVIS OUTLAW CENTER AND ANNEX ROOF REPAIRS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval the low bid from Coppertop Sheet Metal in the amount of \$61,100.00 for the Travis Outlaw Center and Annex roof repairs” is enumerated, this consent item is thereby approved.

23. REQUEST TO APPROVE THE SUMMARY CHANGE ORDER WITH BYRUM CONSTRUCTION, INC. FOR THE JL KING CULVERT PROJECT IN THE AMOUNT OF A \$7,884.12 INCREASE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval the summary change order with Byrum Construction, Inc. for the JL King Culvert Project in the amount of a \$7,884.12 increase” is enumerated, this consent item is thereby approved.

24. CONSIDERATION TO APPROVE THE LOWEST QUOTE OF \$61,230.00 FROM H & H TURF SOLUTIONS, LLC FOR SOCCER FIELD RENOVATIONS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval the lowest quote of \$61,230.00 from H & H Turf Solutions, LLC for soccer field renovations” is enumerated, this consent item is thereby approved.



May 14, 2026

Chris William, P.E.
City of Starkville
110 West Main Street
Starkville, MS 39759

Re: Bid results Travis Outlaw Center and Annex Roof Repairs

Dear Chris:

Enclosed you will find a certified tabulation of bids received today May 14, 2026.

The lowest bid amount is \$61,100.00. This bid was from Coppertop Sheet Metal of Columbus, Mississippi.

My recommendation is to accept the Bid from Coppertop Sheet Metal.

If you have any questions, please contact me anytime.

Sincerely,



Thomas C. Stewart, AIA, NCARB, Architect
Owner

Enc.

ARCHITECTONICS, PLLC
THOMAS C. STEWART, ARCHITECT

300-A GREENSBORO STREET | STARKVILLE, MS 39759
662.615.5588 | INFO@ARCHITECTONICS.INFO



architectonics

THOMAS C STEWART, ARCHITECT

CERTIFIED BID TABULATION FORM

Page1_ of 1_

Project #105-09-25	Bid Date: May 14, 2026	Time: 2PM
Project Title: TRAVIS OUTLAW CENTER AND ANNEX ROOF REPAIRS		
Institution/Agency/Owner: CITY OF STARKVILLE		
Professional: ARCHITECTONICS PLLC, THOMAS C. STEWART AIA, ARCHITECT		

Contractors	Base Bid	Unit Prices
<u>COPPERTOP SHEET METAL</u> <u>COLUMBUS, MS</u> Certificate of Responsibility # <u>12260-SC</u> 5% Bid Security: <u>GRAY SURETY</u> Addenda Received (#1) (#) (#) (#) Days _____	\$ <u>61,100.00</u>	1. _____ () 2. _____ () 3. _____ () 4. _____ () 5. _____ ()
<u>TABOR CONSTRUCTION & DEV.</u> <u>STARKVILLE, MS</u> Certificate of Responsibility # <u>18316-MC</u> 5% Bid Security: _____ Addenda Received (#1) (#) (#) (#) Days _____	\$ <u>NON RESPONSIVE</u>	1. _____ () 2. _____ () 3. _____ () 4. _____ () 5. _____ ()
<u>ARCON GENERAL CONTRACTORS</u> <u>BOONEVILLE, MS</u> Certificate of Responsibility # <u>26835-MC</u> 5% Bid Security: <u>FCCI INSURANCE</u> Addenda Received (#1) (#) (#) (#) Days _____	\$ <u>115,744.62</u>	1. _____ () 2. _____ () 3. _____ () 4. _____ () 5. _____ ()
<u>JOHNS & KIRSEY INC.</u> <u>TUSCALOOSA, MS</u> Certificate of Responsibility # <u>23820-MC</u> 5% Bid Security: <u>CINC. INS. CO.</u> Addenda Received (#1) (#) (#) (#) Days _____	\$ <u>98,000.00</u>	1. _____ () 2. _____ () 3. _____ () 4. _____ () 5. _____ ()

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

(Authorized Signature)

MAY 14, 2026

(Date)

CHANGE ORDER NO.: 3 (SUMMARY)

Owner: City of Starkville, MS	Owner's Project No.: 21048
Engineer: City of Starkville – Stephen Kachelman	Engineer's Project No.: 21048
Contractor: Byrum Construction, Inc.	Contractor's Project No.:
Project: JL King Park Culvert Replacement	
Contract Name: JL King Park Culvert Replacement	
Date Issued: 4/28/26	Effective Date of Change Order: 5/6/26

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

Description:

Final quantity adjustments. Overruns on sodding & seeding.

Attachments:

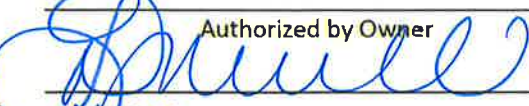
See attached quantity adjustments and calendar day breakdowns.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>\$1,798,458.00</u>	Original Contract Times: 240 calendar days Substantial Completion: <u>1/28/26</u> Ready for final payment: _____
Contract amount changes from previously approved Change Orders: \$ <u>\$130,566.63</u>	Calendar day changes from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: _____
Contract Price prior to this Change Order: \$ <u>\$1,929,024.63</u>	Contract Times prior to this Change Order: 44 calendar days Substantial Completion: <u>3/13/26</u> Ready for final payment: _____
Increase this Change Order: \$ <u>\$ 7,884.12</u>	Increase this Change Order: 0 calendar days Substantial Completion: <u>3/13/26</u> Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>\$1,936,908.75</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>3/13/26</u> Ready for final payment: _____

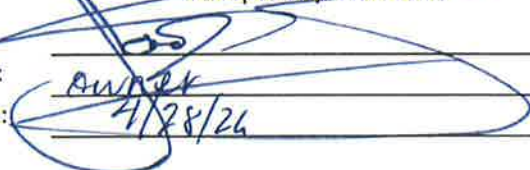
Recommended by Engineer (if required)

By: 
 Title: Engineer
 Date: 4/28/26

Authorized by Owner

By: 
 Title: Mayor
 Date: 6/2/26

Accepted by Contractor

By: 
 Title: AWP/CK
 Date: 4/28/26

21048 - JL King CO#3

LINE NO.	A PAY ITEM NO.	B1 DESCRIPTION OF WORK	B2 B3 B4 B5 B6 CONTRACT VALUES								B7 Original Scheduled Value (B2 * B6)	C Updated Scheduled Value (B4 * B6)		Change In Scheduled Value	D3 Units Completed To Date (D1+D2)	E3 Value Completed To Date (E1+E2)		% (G/C)	BALANCE TO FINISH - UNITS	H BALANCE TO FINISH - VALUE
			Original QTY	Proposed CO #3 Qty Adj.	Updated Qty	UNIT	UNIT PRICE	Original Scheduled Value (B2 * B6)	Updated Scheduled Value (B4 * B6)											
19	216-A001	Solid Sodding	2200.000	1097.900	3237.900	SY	\$	6.00	\$	13,200.00	\$	19,427.40	\$	6,227.40	3237.90	\$	19,427.40	100.0%	0.00	\$
20	225-A001	Seeding	1.500	0.390	1.890	ACRE	\$	3,218.00	\$	4,827.00	\$	6,082.02	\$	1,255.02	1.89	\$	6,082.02	100.0%	0.00	\$
21	225-C001	Mulch, Vegetative Mulch	1.500	0.390	1.890	ACRE	\$	1,030.00	\$	1,545.00	\$	1,946.70	\$	401.70	1.89	\$	1,946.70	100.0%	0.00	\$

H & H Turf Solutions
2563 Hwy 389
Woodland, MS 39776
+16628364189
hardinturfsolutions@gmail.com



Estimate

ADDRESS

Greg Owen
SFM
Starkville Parks and Rec

SHIP TO

Greg Owens

ESTIMATE # 1288

DATE 04/30/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Top Grade	-Spread supplied sand. -Grade smooth with float box and box blade to fill as many holes as possible while creating a smooth blanket of sand. -Shockwave at 10-inch depth. -Slice aerate the field 2 directions to help sand penetrate the surface.	6	10,205.00	61,230.00
	Irrigation	-H&H is not responsible for any unmarked irrigation system components.	1	0.00	0.00

Please remit payment to:
H&H Turf Solutions LLC
2563 Hwy 389
Woodland, Ms 39776

SUBTOTAL	61,230.00
TAX	0.00
TOTAL	\$61,230.00

Accepted By

Accepted Date

ESTIMATE

Turf Resources, LLC
208 Devereaux Ct.
Madison, MS 39110

jbsturf@gmail.com
+1 (601) 919-5465



Bill to
Greg Owen
Starkville Parks and Rec

Ship to
Greg Owen
Starkville Parks and Rec

Estimate details

Estimate no.: 1295
Estimate date: 05/24/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Service	Top Grade - Grade smooth the supplied sand with a box blade and float box to level as many holes as possible. Shockwave and Aerate - Shockwave between 8" and 10" in depth and Aerate with a Aerway two directions to help incorporate floated sand	6	\$10,500.00	\$63,000.00
2.		Sales	Mobilization	1	\$1,500.00	\$1,500.00
Total						\$64,500.00

Accepted date

Accepted by

25. CONSIDERATION TO APPROVE THE LOWEST QUOTE OF \$38,448.00 OF MASON SAND (48 LOADS OF 30 TONS PER LOAD) FROM BURNS LOGISTICS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval the lowest quote of \$38,448.00 of mason sand (48 loads of 30 tons per load) from Burns Logistics” is enumerated, this consent item is thereby approved.

26. 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:1710 ARROWHEAD

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval 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:1710 Arrowhead” is enumerated, this consent item is thereby approved.

27. REQUEST AUTHORIZATION TO EXECUTE THE USG WATER TANK INSPECTION 10-YEAR CONTRACT FOR NORTHSTAR INDUSTRIAL PARK TANK AND SCALES STREET TANK.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval to execute the USG water tank inspection 10-year contract for Northstar Industrial Park Tank and Scales Street Tank” is enumerated, this consent item is thereby approved.

28. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM GARNER COMMUNICATION SERVICES IN THE AMOUNT OF \$9,135.00 FOR CISCO SWITCH AND NETWORK MATERIALS FOR THE AMI-GATEKEEPER FIBER DISTRIBUTION NETWORK AT THE SOUTHWEST SUBSTATION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Garner Communication Services in the amount of \$9,135.00 for cisco switch and network materials for the ami-gatekeeper fiber distribution network at the Southwest Substation” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the “approval the low quote from Bill Young in the amount of \$28,850.00 for a new 10” check valve at Montgomery Well” is enumerated, this consent item is thereby approved.

Customer:
CSP SFM LLC
405 Lynn Ln
Starkville MS 39759 US
Attn: Greg Owns



Quote Number: 43834
Quote Name: Sport Complex 2026

Proposal Date: 5/26/2026
Proposal Expires: 6/25/2026

PO Number:

Salesperson:
Cindy Williams
cindy@burnslog.com

Item	Description	Truck Categories	Designation	Deliver To	Quantity	Rate
Mason Sand	Mason Sand	Tractor	Freight and Material	Starkville Sportsplex, 405 Lynn Ln, Starkville, MS	- Tons	\$26.70

Notes:

Sand - Trailer estimated to haul 28-32 tons per load. Tandem estimated to haul 14-16 tons per load.

There will be a fuel surcharge of 4.5% for every .20cents above 4.50 per gallon for diesel fuel based on gulf coast (PADD3) gasoline and Diesel retail prices. Job delays over 30 minutes will incur an additional fee tandem \$100 per hour & tractor/trailer \$125 per hour.

Burns Logistics LLC
24 Burns Drive
Columbus, MS 39702

Cindy Williams

Date 5/26/2026

Customer Signature

Date 6/2/26



Utility Service Co., Inc.

Contract for Services

Owner: City of Starkville
Starkville, MS

Tank Size/Name: 500,000 Gallon Composite –
Northstar Industrial Park Tank

Location: North Jackson Street (near Hwy 82)

Date Prepared: May 13, 2026

CONTRACT FOR SERVICES

This Contract for Services (hereinafter, "the Contract") is entered into by and between the **City of Starkville, whose business address is 101 Lampkin Street, P O Box 927, Starkville, MS 39760** (hereinafter, "the Owner") and Utility Service Co., Inc., whose business address is 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069 (hereinafter, "the Company"). The Owner and the Company shall be individually referred to herein as "a Party" or collectively referred to herein as "the Parties".

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the Parties agree as follows:

1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional services needed to service its **500,000** gallon water storage tank located at **North Jackson Street, Starkville, MS 39760 (near Hwy. 82)** (hereinafter, "the Tank"). The services (collectively, "the Services") that the Company will provide include the following:

- a. The Company will perform a visual inspection of the Tank in Contract Years 2, 3, 5, 6, 8 and 9. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
- b. In Contract Year 1, 4, 7 and 10 after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
- c. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.
- d. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all responsibility for the installation and use of the pressure relief valves.
- e. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

2. Contract Price/Annual Fees. This is a 10-year term contract. For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. **See Attached Exhibit A for the Annual Fee Schedule; said Exhibit A is incorporated herein by reference.** All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. Payment Terms. The Annual Fee for Contract Year 1, plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the Contract. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this Contract without notice. The late fee will be 1.5% per month.

4. Changes or Delays to Services. For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this Contract.

5. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to service pursuant to the requirements of this Contract based upon its existing structure and components as of the Effective Date (defined hereinafter). **Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.** In addition, material changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the service of the Tank, will be just cause for an mutually agreed equitable adjustment of the Annual Fees in this Contract.

6. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the service of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the service of the Tank, will be just cause for an mutually agreed equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

7. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the Contract; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site; (xv) any responsibilities or services except as set forth in Section 1.

8. Force Majeure. If the Company is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of act of God or force majeure such as: (i) fire, (ii) war, (iii) earthquake, (iv) strike, (v) lock-out, (vi) labor dispute, (vii) flood, (viii) public disaster, (ix) pandemic or epidemic event (including COVID-19), (x) interruptions or delays in reasonably available means of transportation, (xi) acts of any government or its agencies or officers, or any order, regulation, or ruling thereof, (xii) equipment or technical malfunctions or failures, (xiii) power failures or interruptions, or (xiv) any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

9. Termination. **This Contract is an annual contract that shall automatically renew on an annual basis for successive Contract Years for the five (5) year term so long as:** (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the Contract pursuant to the terms of this Section. This Contract is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by an authorized official of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.).

10. Assignment. Neither party may assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the other party. If the other party agrees to the assignment, the assigning party shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the assigning party under this Contract. Any attempted assignment by either party in violation of this provision will be void and of no effect.

11. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES.

12. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its banking institution as collateral for any loans or lines of credit.

13. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made, except in a writing signed by the Parties. No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The Parties expressly warrant that the individuals who sign below are authorized to bind them.

14. Excessive Inflation. In the event that the aggregate of the Annual Inflation Rates (defined herein below) established for two (2) consecutive calendar years during the term of this Contract exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of the Contract to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index* ("ENR-CCI"). In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a Contract is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the Contract to address the excessive inflation.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

16. Controlling Law and Jurisdiction. This agreement is to be governed by the law of the State of Mississippi and, should disputes arise, any legal actions must be brought in Oktibbeha County state courts or, if federal claims are brought, in the United States Court of the Northern District of Mississippi.

17. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date ("the Effective Date") that the last Party signs this Contract below.

OWNER:

City of Starkville

By: [Signature]
Title: Mayor

Print Name: Lynn Spruill

Date: 6/2/26

Witness: [Signature]

Seal:



COMPANY:

Utility Service Co., Inc.

By: [Signature]
Title: National Director of Operations

Print Name: Bradley Winkeler, P.E.

Date: May 14, 2025

Witness: [Signature]

Seal:



EXHIBIT A

Northstar Industrial Composite Tank

Annual Fee Schedule

Year	1	2	3	4	5
Annual Fee	\$ 3,773	\$ 2,071	\$ 2,144	\$ 3,928	\$ 2,299

Year	6	7	8	9	10
Annual Fee	\$ 2,380	\$ 4,360	\$ 2,551	\$ 2,642	\$ 4,839



Utility Service Co., Inc.

Contract for Services

Owner: City of Starkville
Starkville, MS

Tank Size/Name: 500,000 Gallon Elevated – Scales Street Tank

Location: 506 Scales Street

Date Prepared: May 13, 2026

CONTRACT FOR SERVICES

This Contract for Services (hereinafter, "the Contract") is entered into by and between the **City of Starkville, whose business address is 101 Lampkin Street, P O Box 927, Starkville, MS 39760** (hereinafter, "the Owner") and Utility Service Co., Inc., whose business address is 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069 (hereinafter, "the Company"). The Owner and the Company shall be individually referred to herein as "a Party" or collectively referred to herein as "the Parties".

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the Parties agree as follows:

1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional services needed to service its **500,000** gallon water storage tank located at **506 Scales Street, Starkville, MS 39759** (hereinafter, "the Tank"). The services (collectively, "the Services") that the Company will provide include the following:

- a. The Company will perform a visual inspection of the Tank in Contract Years 1, 3, 4, 6, 7, 9 and 10. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
- b. In Contract Year 2, 5, and 8 after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
- c. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.
- d. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all responsibility for the installation and use of the pressure relief valves.
- e. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

2. Contract Price/Annual Fees. This is a 10-year term contract. For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. **See Attached Exhibit A for the Annual Fee Schedule; said Exhibit A is incorporated herein by reference.** All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. Payment Terms. The Annual Fee for Contract Year 1, plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the Contract. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this Contract without notice. The late fee will be 1.5% per month.

4. Changes or Delays to Services. For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this Contract.

5. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to service pursuant to the requirements of this Contract based upon its existing structure and components as of the Effective Date (defined hereinafter). **Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.** In addition, material changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the service of the Tank, will be just cause for an mutually agreed equitable adjustment of the Annual Fees in this Contract.

6. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the service of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the service of the Tank, will be just cause for an mutually agreed equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

7. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of

the Company for: (i) containment of the Tank at any time during the term of the Contract; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site; (xv) any responsibilities or services except as set forth in Section 1.

8. Force Majeure. If the Company is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of act of God or force majeure such as: (i) fire, (ii) war, (iii) earthquake, (iv) strike, (v) lock-out, (vi) labor dispute, (vii) flood, (viii) public disaster, (ix) pandemic or epidemic event (including COVID-19), (x) interruptions or delays in reasonably available means of transportation, (xi) acts of any government or its agencies or officers, or any order, regulation, or ruling thereof, (xii) equipment or technical malfunctions or failures, (xiii) power failures or interruptions, or (xiv) any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

9. Termination. **This Contract is an annual contract that shall automatically renew on an annual basis for successive Contract Years for the five (5) year term so long as:** (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the Contract pursuant to the terms of this Section. This Contract is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by an authorized official of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.).

10. Assignment. Neither party may assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the other party. If the other party agrees to the assignment, the assigning party shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the assigning party under this Contract. Any attempted assignment by either party in violation of this provision will be void and of no effect.

11. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES.

12. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its banking institution as collateral for any loans or lines of credit.

13. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made, except in a writing signed by the Parties. No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The Parties expressly warrant that the individuals who sign below are authorized to bind them.

14. Excessive Inflation. In the event that the aggregate of the Annual Inflation Rates (defined herein below) established for two (2) consecutive calendar years during the term of this Contract exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of the Contract to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index* (“ENR-CCI”). In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a Contract is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the Contract to address the excessive inflation.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

16. Controlling Law and Jurisdiction. This agreement is to be governed by the law of the State of Mississippi and, should disputes arise, any legal actions must be brought in Oktibbeha County state courts or, if federal claims are brought, in the United States Court of the Northern District of Mississippi.

17. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date ("the Effective Date") that the last Party signs this Contract below.

OWNER:

City of Starkville

By: [Signature]

Title: Mayor

Print Name: Lynn Spruill

Date: 6/2/26

Witness: [Signature]

Seal:



COMPANY:

Utility Service Co., Inc.

By: [Signature]

Title: National Director of Operations

Print Name: Bradley Winkeler, P.E.

Date: May 14, 2025

Witness: [Signature]

Seal:



EXHIBIT A

Scales Street Tank Annual Fee Schedule

Year	1	2	3	4	5
Annual Fee	\$ 2,000	\$ 3,907	\$ 2,144	\$ 2,220	\$ 4,067

Year	6	7	8	9	10
Annual Fee	\$ 2,380	\$ 2,464	\$ 4,514	\$ 2,642	\$ 2,735



Garner Communication Services

133 Elm Cove
Columbus, MS 39701
Bus: 662.328.8070 Fax: 662.328.3070

Quotation

AMI-Gatekeeper - Fiber Distribution Network

Date

Page

1/5/2026

1 of 1

Job Details/Scope:

Phase 6 -SW-Sub Cisco Aggregation Switch

Fiber\Labor & Install, includes:

Item#	Qty	Part#	Description	Price	Subtotal
1	4	Re-Entry	Equipment Install\Setup; General Labor	\$75.00	\$300.00
2	1		Travel	\$75.00	\$75.00
			Labor\Install Subtotal:	\$375.00	

Fiber\Materials, includes:

Item#	Qty	Part#	Description	Price	Subtotal
3	8		Fiber Jumpers	\$35.00	\$280.00
			Fiber Material Subtotal:	\$280.00	

Network\Materials, includes:

Item#	Qty	Part#	Description	Price	Subtotal
4	1	ASSET# 3910000755	IE9300 w/16x 1GE Copper PoE, 8x1GE SFP, 4x 10Gig SFP, Fixed system, Network Essential	\$6,800.00	\$6,800.00
5	8		Cisco GLC-BX-U Compatible 1000Base-BX SFP Transceiver Pair -(SMF, 1310nm/1490nm, 10km, LC, DOM, -40 to 85C)	\$210.00	\$1,680.00
			Network Material Subtotal:	\$8,480.00	

Authorized signature: _____ Date: _____

Note: Labor will be completed with the current 2025/2026 PSA with the City of Starkville.

TOTAL

\$9,135.00

Terms & Conditions:

Quote is valid for 30 days. Payment terms are NET due upon completion.



Quote

Industrial Networking Solutions
3321 Essex Dr, Richardson, TX 75082
Phone: 972-248-7466 Fax: 972-248-9533
www.industrialnetworking.com

Date	Quote #
5/18/2026	INS-254174

To:	Phone#:
Starkville Utilities: Colby McClain	(662) 323-3133 ext. 1142

E-mail:
cmccclain@starkvilleutilities.com

Terms			Ship Via	Valid Until	Sales Rep	
Net 30				6/17/2026	Industrial Solutions	
Project Name / Number					Sales Support Rep	
					Hernandez, Sarely Z	
Line	Model / Part#	Qty.	Description	Lead Time	Price/ea.	Extended
1	IE-9310-16P8S4X-E	1	Cisco Catalyst IE-9300 Series Industrial Ethernet Switch, 16 x Ports 10/100/1000 PoE+ and 8 x 100/1000 SFP Ports (downlinks), 4 x 1 Gigabit/10 Gigabit SFP+ Ports (uplink), Network Essentials License, 19" Rackmount, -40 to 75 deg. C, Power Supply (Sold Separately).		10,873.08	10,873.08
2	PWR-RGD-AC-DC-H	1	Cisco PWR-RGD-AC-DC-H High Voltage AC or DC Power Source for Hazardous Locations 1, 2 for IE-9300/IE-5000/IE-4010 Series Switch, 150W, 85-264VAC or 88-300VDC Nominal Input. (Must be Purchased with IE-9300/IE-5000/IE-4010 Switch, For an Individual Spare Power Supply see Part# PWR-RGD-AC-DC-H=).		856.17	856.17
3	INS Part#	8	GLC-BX-U-I-AX		150.00	1,200.00

Cisco ICPA (Indirect Channel Partner Agreement) Required		Subtotal Tax Total	12,929.25
To purchase and resell Cisco products, your company must be an authorized Cisco partner. Please contact your salesperson to begin this process. Our Cisco Partner Onboarding team will guide you through the process of becoming an authorized Cisco partner.			905.05
			\$13,834.30
The item(s) quoted are special-order, therefore non-cancelable & non-returnable.			
Pricing is in US Dollars. Non-freight collect shipping charges will be prepaid and added to the invoice. Pre-pay and add freight charges quoted are only an estimate and are subject to change at the time of invoice based on actual carrier charges. Shipping terms are FOB Origin. Sales tax is calculated for shipments to all states with the exception of RI and VT. Customers located in RI and VT are responsible for direct payment of all sales/use taxes that may be applicable in their state. Purchaser acknowledges that the items contained in this shipment may be controlled by the U.S. Government and authorized for export only to the country of shipment for use by the purchaser. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than purchaser, either in their original form or after being incorporated into other items, without first obtaining any approvals required under U.S. law and regulations. By accepting this order, purchaser confirms that it will not resell, transfer, or otherwise dispose of the items contained herein in any manner that foreseeably would cause [INS] to be in violation of applicable export control or sanctions laws or regulations.
 Returns, if authorized, must occur within 90 days of purchase. A Return Authorization (RMA #) must be provided by INS prior to returning materials. A minimum 20% restocking fee will be applied for all returns (subject to inspection). Materials that are damaged or not in original packaging will not be accepted. Cancelled orders are subject to a minimum 20% cancellation fee.
 Please review our product support policy at: https://www.industrialnetworking.com/customer-service/
 If Net 30 terms have been selected by the customer as the preferred method of payment, but payment is instead made using a credit card, a 4% processing fee will be applied. If any balance of the invoice remains unpaid after the Due Date, late fees of 2% per month may be added to the balance of the invoice, without additional notice to the customer, until such late balance is paid.			



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

Bill Young

ESTIMATE

FOR: City Of Starkville
j miles@starkvilleutilities.com

NUMBER: EST0047
DATE: Apr 21, 2026

Description	Quantity	Unit price	Amount
Watts 10"LFM 118-4 Check Control Valve	1	\$28,850.00	\$28,850.00

SUBTOTAL: \$28,850.00

TOTAL \$28,850.00

Comments

labor mileage and all material to install new 10" Watts check valve at Montgomery Well

Luckett Pump & Well Service, Inc.

1420 Emerald Road (Dublin)

Tutwiler, MS 38963-5213

(662)624-2398

luckettpump@gmail.com * www.luckettpump@gmail.com

Estimate

Date	5/4/2026
Estimate No.	8274

Name/Address
City of Starkville Utilities POB 927 605 Dr. MLK Jr. Drive E Starkville, MS 39760

Ship To

Qty	Item	Description	Rate	Total
1	nonstock item	Montgomery Well Material and labor to install new 10" Watts 118-4 check control valve.	37,370.47	37,370.47
Quoted By:		P.O. No.:	Subtotal	\$37,370.47

Notes:

- 1.) A 5% credit card fee will be billed when using credit card.
- 2.) Some of the parts included in this estimate are special order, non-returnable items and can't be cancelled.
- 3.) Once an order is placed for non-special order items, a 50% restocking fee applies if the order is cancelled.
- 4.) Past due invoices are subject to a 1.75% service charge.

Sales Tax (0.0%)	\$0.00
Total	\$37,370.47

If you would like to proceed with the estimate, please complete the following information and email back to Luckett Pump.

PO#: _____ Signature: _____ Date: _____

Estimate



labor mileage and all materials to install new 10 inch Watts check valve at Montgomery Rd.

From

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

Estimate No.

EST-5

Date

Apr 28 2026

Estimate Valid Till

Jul 27 2026

To

Starkville Utilities
United States

Description	Quantity	Rate	Amount
watts 10" LFM 118-4 check control valve	1	37177.50	USD 37177.50
	Sub Total		37,177.50
	Total		USD 37,177.50

Email: vaughanwaterworks@gmail.com



Powered by
invoicely

30. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$33,375.00 FOR REPLACEMENT OF TWO 4" CONTROL VALVES AT MONTGOMERY WELL.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the "approval the low quote from Bill Young in the amount of \$33,375.00 for replacement of two 4" control valves at Montgomery Well" is enumerated, this consent item is thereby approved.

31. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 FOR THE BLUEFIELD WATER TREATMENT PLANT PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve the June 2, 2026 Official Agenda, and to accept items for consent, whereby the "approval of change order #1 for the Bluefield Water Treatment Plant Project" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill noted that it was a great weekend in Starkville and that the Mississippi State baseball team is going to the Super Regionals. Mayor Spruill noted that ARC, Appalachian Regional Commission, that consists of 13 states, is holding their conference here in Starkville. The Governor picked the location of the conference and he chose Starkville.

BOARD OF ALDERMEN COMMENTS:

CITIZEN COMMENTS: Alvin Turner, Ward 7, expressed concern with the High School moving on campus. He was concerned with how will they keep the MSU students separated from the high school students. He expressed concern of the building across from the Electric Department. He noted he heard about the closing of the landfill and would like a better understanding of that.

Yulanda Haddix, President of the Starkvegas Juneteenth Committee for Unity, spoke about the upcoming event. She gave the Mayor and Board of Alderman an update of what they will be doing June 18th - June 21st. She encouraged everyone to attend.

PUBLIC HEARING AND CONSIDERATION OF VA 26-04 A REQUEST FOR A VARIANCE FROM FRONT YARD SETBACKS FOR A FENCE AND WORKSHOP/GARAGE LOCATED AT 235 BROOK AVENUE IN AN SD-2 ZONING DISTRICT.

Community Planner Daniel Havelin presented VA 26-04 a request for a variance from front yard setbacks for a fence and workshop/garage located at 235 Brook Avenue in an SD-2 zoning district.

This is a Variance request by Jimmy McPherson for front yard setbacks for a fence and workshop/garage located at 235 Brook Avenue in an SD-2 zoning district with the property #106C-00-038.00.

The applicant is seeking a dimensional variance from the Unified Development Code (UDC) to build a 20'x36' detached workshop/garage and replace an existing privacy fence on their property. Because the lot is bordered by public rights-of-way on three sides, zoning regulations technically classify three sides of the property as "front yards," which strictly limits fence heights to 3½ feet and imposes strict setback requirements for new structures. The workshop is proposed for the east side of the home along Gardenia Drive, an area that has functionally served as the property's backyard since at least 2004.

To proceed with these upgrades, the applicant requires formal relief from UDC Sections 13.9.1.B.1.c and 13.9.1.B.6.b. This variance would allow the new workshop to sit within the required front yard setback of Gardenia Drive and permit a standard privacy fence in areas where heights are normally restricted. The

Juneteenth 2026 Schedule of Events

STARKVEGAS JUNETEENTH Arts and Cultural Experience - JUNE 18-21st,2026

RUN OF SHOW

Thursday, June 18th - J L King Park

6:00 p.m

Opening Ceremony

Welcome

Community Leaders

President of Juneteenth Committee for Unity- Yulanda Haddix

Mayor Lynn Spruill

Vice Mayor Roy A'. Perkins

Alderman Henry Vaughn

Board of Supervisor - Marvell Howard

7:00 p.m- 9:00 p.m.- Arts and Cultural Experience

9:30 - FireWorks

Friday

Friday, June 19th – 8 am - 4:00 p.m.- J L King Center

MSU/ Starkvegas Heritage and History Tours

5:00 pm -6 p.m.

Special Presentation- Orlando Trainer

6:00 p.m. – 10:00 p.m.

Arts and Cultural Experience

WestSide Park

Local Artists ,Special Guest

Saturday, June 20th

7:30 am

Baptist Hospital & Mike Haddix- 5K Run / Walk

Torey Brown- Mckee Park

10:00 a.m. - 4:00 p.m. - Classic Car Show

Travis Outlaw SportsPlex

10:00 a.m. – 2:00 p.m. – MSU Campus / Shira Fieldhouse

Johnie E Cooks Boys to Men Life Camp

10:00 a.m. - 12:00 p.m.

MSU Women' s Basketball- Girls Empowerment Workshops (Starkville High School)

10:00 a.m.

Oktibbeha County Unity Park Committee – Unity Park – Main St.

Community leaders Induction Ceremony

6:00 p.m. – 10:00 p.m.

Renasant Plaza

Art and Cultural Experience

Music Festival

Sunday, June 21st - 3:00 p.m.

Art and Cultural Experience

Ricky Howard Gospel Festival

Bethel Baptist Church



StarkVegas Juneteenth Committee for Unity
June 18-21,2026

May 11 ,2026

Dear Community Partners,

I pray this correspondence finds you in great health and spirits. As we approach the month of June, our StarkVegas Juneteenth Committee for Unity is gearing up for our community's 5th Annual Juneteenth Community Wide 2026 Celebration - June 18-21, 2026. This is a community initiative to continue positive community engagement. As leaders of our community, we all understand the dire need for creating a community that embraces collaborative partnerships with opportunities to encourage positive interaction within our city and county. I am writing to personally ask you to consider partnering with our Committee for Unity as a business sponsor to ensure that we provide our community with the needed resources to help educate our citizens on the arts, history and culture of our local community.

Last year, thanks to sponsorships from you and our collaborative community partners, the 2025 StarkVegas Juneteenth Celebration was a huge success. Our community based educational and art experiences featured national award-winning entertainers and educational workshops. These social and learning experiences added to Starkville's growing population. Although the 2025 Juneteenth Celebration was a great success, we vowed to work continuously to ensure this year's event would supersede expectations while embracing a community based learning environment with health education and financial literacy workshops. Including Johnnie E. Cooks Youth Sports Camp, Mike Haddix Fitness Camp (5K walk/run), Classic Car Show, StarkVegas History Tours and local native artists performances. In an effort to ensure that the 2026 Juneteenth Celebration continues to provide our community with an educational and cultural experience, we are asking community leaders, non-profits, retailers, faith-based organizations and collaborative partners for in-kind/financial support to assist in continuing our 5th Annual StarkVegas Community Wide Juneteenth Celebration. Your donations will help build bridges that continue to create stronger and positive communities. Should you have additional questions and/or concerns, please do not hesitate to contact me at yulanda114@aol.com and/or 856-220-0222 or Quondra Johnson at 662-518-1729.

Thank you in advance for your time and generosity,

Sincerely,

Yulanda Haddix

President of Juneteenth Committee for Unity

"Our VISION is to bring our community together in UNITY to educate and celebrate the many milestones reached by descendants of enslaved Africans in America."

10:08 PM Fri May 15

88%





CMC Collections

Starkville, Mississippi

Subject: Sponsorship Opportunity – Juneteenth Classics, Corvettes & Truck Show (June 20, 2026)

Dear Business Representative,

We are excited to invite you to partner with us for the **Classics, Corvettes & Truck Show – Juneteenth Celebration Edition**, taking place on **June 20, 2026** at the Starkville Sportsplex.

This event is a collaborative effort between CMC Collections, the Starkvegas Juneteenth Committee, and the City of Starkville Parks & Recreation, bringing together the community to celebrate culture, unity, and automotive excellence.

This event will attract a strong audience of car enthusiasts, families, and community supporters, offering valuable exposure for your business.

SPONSORSHIP LEVELS



Bronze Sponsor – \$100

- Business name listed on official sponsor banner
- Business name listed in event program/schedule
- Multiple announcements during the show



Silver Sponsor – \$200

Includes ALL Bronze benefits PLUS:

- 1 vehicle pass into the show



Gold Sponsor – \$300

Includes ALL Silver benefits PLUS:

- 2 vehicle passes
- Sponsor/vendor table space for marketing & engagement



Platinum Sponsor – \$400

Includes ALL Gold benefits PLUS:

- Custom Sponsor Award named after your business
- Recognition during awards presentation
- Elevated visibility as a featured sponsor

WHY SPONSOR



Promote your business to a large local audience



Be part of a city-supported event



Support community and cultural celebration



Build brand awareness and relationships

We appreciate your support and look forward to partnering with you to make this event a success.

Sincerely,

CMC Collections

📞 (662) 341-1852



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

Bill Young

ESTIMATE

FOR: **City Of Starkville**
j miles@starkvilleutilities.com

NUMBER: EST0049
DATE: Apr 21, 2026

Description	Quantity	Unit price	Amount
Watts 4" LFM 116-52 Surge anticipator control valve	1	\$15,750.00	\$15,750.00
Watts 4" LFM 513-26 Deep well pump control valve	1	\$17,625.00	\$17,625.00

SUBTOTAL: \$33,375.00

TOTAL \$33,375.00

Comments

all labor mileage and material to replace pump control valves at Montgomery Well

Estimate



labor, mileage, and material to replace pump control valves at Montgomery Well

From

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

To

Starkville Utilities
United States

Estimate No.
EST-7

Date
Apr 28 2026

Estimate Valid Till
Jul 27 2026

Description	Quantity	Rate	Amount
watts 4"LFM 116-52 surge anticipator control valve	1	18112.50	USD 18112.50
watts 4" LFM 513-26 deep well pump control valve	1	20268.75	USD 20268.75
Sub Total			38,381.25
Total			USD 38,381.25

Email: vaughanwaterworks@gmail.com



Luckett Pump & Well Service, Inc.

1420 Emerald Road (Dublin)

Tutwiler, MS 38963-5213

(662)624-2398

luckettpump@gmail.com * www.luckettpump@gmail.com

Estimate

Date	5/4/2026
Estimate No.	8272

Name/Address City of Starkville Utilities POB 927 605 Dr. MLK Jr. Drive E Starkville, MS 39760

Ship To

Qty	Item	Description	Rate	Total
1	Material and lab...	Montgomery Well Material and labor to replace one Watts 116-52 4" LFM Surge anticipator control Valve and one Watts 513-26 4" deep well pump control valve	43,231.86	43,231.86
Quoted By:		ABT per SDL	P.O. No.:	
			Subtotal	\$43,231.86
			Sales Tax (0.0%)	\$0.00
			Total	\$43,231.86

Notes:

- 1.) A 5% credit card fee will be billed when using credit card.
- 2.) Some of the parts included in this estimate are special order, non-returnable items and can't be cancelled.
- 3.) Once an order is placed for non-special order items, a 50% restocking fee applies if the order is cancelled.
- 4.) Past due invoices are subject to a 1.75% service charge.

If you would like to proceed with the estimate, please complete the following information and email back to Luckett Pump.

PO#: _____ Signature: _____ Date: _____

CHANGE ORDER NO.: 1Owner: **City of Starkville, MS**Engineer: **Neel-Schaffer, Inc.**Contractor: **Hemphill Construction Co.**Project: **Bluefield Water Treatment Plant Rehabilitation**

Contract Name:

Date Issued:

Owner's Project No.: **250002**Engineer's Project No.: **19124.000**Contractor's Project No.: **H25163**

Effective Date of Change Order:

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

Description:

Remove roof replacement (Bid Item No. 5) from Contractor's scope. Increase in contract time allowed due to excessive lead times for mechanical equipment.

Attachments:

Hemphill letter requesting time extension

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,220,550.00	Original Contract Times: Substantial Completion: November 27, 2026 Ready for final payment: December 27, 2026
[Increase] [Decrease] from previously approved Change Orders No. __ to No. __ : \$ NA	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __ : Substantial Completion: NA Ready for final payment: NA
Contract Price prior to this Change Order: \$ 1,220,550.00	Contract Times prior to this Change Order: Substantial Completion: November 27, 2026 Ready for final payment: December 27, 2026
[Increase] [Decrease] this Change Order: \$ 38,000.00	[Increase] [Decrease] this Change Order: Substantial Completion: 65 days Ready for final payment: 65 days
Contract Price incorporating this Change Order: \$ 1,182,550.00	Contract Times with all approved Change Orders: Substantial Completion: January 31, 2027 Ready for final payment: March 2, 2027

Recommended by Engineer (if required)

Accepted by Contractor

By:

Title:

Date:



Engineer Manager

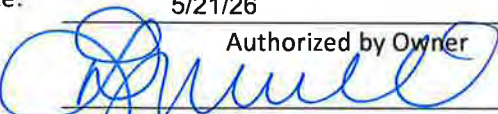
5/21/26

Authorized by Owner

By:

Title:

Date:


Mayor
6/2/26

By:

Title:

Date:

Approved by Funding Agency (if applicable)

By:

Title:

Date:

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request is noted as being generally compatible with the neighborhood's established residential development pattern and the historic, longstanding layout of the property itself.

Based on the analysis of the criteria contained in Section 3.7.1 staff recommends Approval of the request with the following conditions:

1. The accessory structure shall substantially conform to the site plan submitted with VA 26-04.
2. Any replacement fence within the variance area shall not exceed eight (8) feet in height.
3. No portion of the structure or fence shall encroach into public right-of-way or utility easements.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 12 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on May 9, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has no response to the notifications.

At the May 27, 2026, the Board of Adjustments and Appeals voted unanimously to recommend approval of the request with the three staff recommended conditions of approval.

Alderman Brooks noted other similar variance requests and asked could some of these be avoided with minimal changes to the UDC, particularly since updates are coming up. Mr. Havelin noted that there are such few properties like this it would not be necessary to make the UDC change.

Jimmy McPherson, the applicant, stated that they will only be replacing the fence in the same footprint that has been there and adding a shop for hobbies. He noted that since both of their children will be attending MSU, they have decided to keep the house and stay in Starkville permanently.

Mayor Spruill opened the Public Hearing to the public.

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

32. PUBLIC HEARING AND CONSIDERATION OF VA 26-04 A REQUEST FOR A VARIANCE FROM FRONT YARD SETBACKS FOR A FENCE AND WORKSHOP/GARAGE LOCATED AT 235 BROOK AVENUE IN AN SD-2 ZONING DISTRICT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, and adopted by the Board to approve VA 26-04 a request for a variance from front yard setbacks for a fence and workshop/garage located at 235 Brook Avenue in an SD-2 zoning district. The Board voted as follows:

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

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



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public hearing and consideration of VA 26-04 a request for a variance from front yard setbacks for a fence and workshop/garage located at 235 Brook Avenue in an SD-2 zoning district.
Date: May 27, 2026

The purpose of this report is to provide information regarding Variance Request by Jimmy McPherson for front yard setbacks for a fence and workshop/garage located at 235 Brook Avenue in an SD-2 zoning district with the property #106C-00-038.00. Please see attachments 1- 4.

SUMMARY

The applicant is planning a future workshop/garage. The proposed location for the structure is on the east side of the house adjacent to Gardenia Drive. The lot is bordered by public right-of-way on three sides. Per Section 4.6.2.G.1, the front yard is defined as "A space extending the full width of the lot between the principal building and the front lot line. On corner lots, any side adjacent to the street shall be considered a front yard". Under that definition, the subject property technically has three front yards. The property is addressed off of Brook Avenue which makes it the primary street. Gardenia Drive and Canna Avenue would be classified as secondary streets. Based on aerial photograph, front yard along Gardenia Drive and Canna Avenue has been used as a backyard since at least 2004. A privacy fence, play set, and other accessory structures have been placed in that area for most of the home's existence. Portions of the existing and proposed replacement privacy fence are located within areas classified as front yards due to the parcel's multiple street frontages, including areas located between the principal structure façade and adjacent rights-of-way where fence height is otherwise limited to 3 1/2 feet.

The current issue is that the applicant would like to place a workshop/garage structure in the approximate location of the existing play set and would also like to have the ability to replace the existing privacy fence with another privacy fence in the future. To allow for this, a dimensional variance from the setback requirements within the front yard would be needed. The requested variance is generally compatible with the longstanding residential development pattern present on the property and within the surrounding neighborhood.

The applicant is requesting relief from Sections 13.9.1.B.1.c and 13.9.1.B.6.b of the UDC to allow a 20'x36' detached workshop/garage within the required front yard setback of Gardenia Drive and to permit replacement of the existing privacy fence within areas where fence height is otherwise limited to 3½ feet. (see Attachment 1 for proposed placement).

Staff finds the applicant has met the burden of proof necessary to justify granting the requested variance. Based on the analysis of the criteria contained in Section 3.7.1 staff recommends Approval of the request.

If the request for Variance is recommended for approval or denial, the applicant's requests will be heard by the Board of Aldermen at the June 2, 2026, meeting.

VARIANCE REQUEST FROM

13.9.1 Accessory Use Or Structures (Excluding Dwellings)

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

B. Accessory use or structure for residential uses

1. Garage, carport, workshop, and pool houses

- a. No garage, carport, workshop, or pool house shall be erected within ten (10) feet of any other building unless attached to the principal structure, or within five (5) feet of a property line unless stated otherwise in a district's base dimensional standards.
- b. No garage, carport, workshop, and pool house shall occupy more than thirty (30) percent of the required rear yard.
- c. An accessory structure shall not occupy any part of a required front yard or side yard except garages and carports if allowed in that district.
- d. A garage, carport, workshop, and pool houses cannot be used as an office or habitable space without meeting the requirements of the current adopted technical codes.

6. Fences

- a. From the street facing facade of any principal building to the right-of-way line of the streets, fences shall not be more than three and a half (3 ½) feet in height.
- b. Fences located behind the front facade of the principal building shall not exceed eight (8) feet in height.
- c. Razor wire shall not be placed on any fence.
- d. See development standards charts for additional fencing requirements.

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

- A. **Special Conditions.** That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
- B. **Literal Interpretation.** That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
- C. **Hardship.** That the hardship has not resulted from the actions of the applicant.
- D. **Special Privilege.** That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

- E. **Minimum Variance.** That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure. The request does not appear to create adverse impacts on adjacent properties due to the existing residential context and established screening pattern.
- F. **Consistency with Comprehensive Plan.** That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

- A. **Special Conditions.** The subject property is uniquely impacted by frontage on Brook Avenue, Gardenia Drive, and Canna Avenue. Under Section 4.6.2.G.1 of the Unified Development Code, each street frontage constitutes a front yard, resulting in three required front yard setback areas on a single residential parcel. This condition is not typical of most residential lots within the SD-2 zoning district and substantially reduces the area available for customary accessory residential improvements.
- B. **Literal Interpretation.** Literal enforcement of the front yard setback and fence height requirements would substantially limit the applicant's ability to place customary residential accessory structures in areas historically functioning as the rear yard of the property. Due to the unique three-front-yard configuration, strict application of the ordinance would impose a burden greater than that experienced by similarly zoned residential properties.
- C. **Hardship.** The hardship is created by the original lot configuration and surrounding public rights-of-way and is not the result of actions taken by the applicant. The property's unusual frontage arrangement existed prior to the current request and limits reasonable placement options for accessory structures.
- D. **Special Privilege.** Approval of the variance would not authorize a use prohibited within the SD-2 district and would not confer a special privilege inconsistent with similarly situated properties. The request is limited to dimensional relief necessitated by the unique physical characteristics of the lot.
- E. **Minimum Variance.** The requested variance represents the minimum relief necessary to allow reasonable placement of a detached accessory structure and continued screening of the functional rear yard area. Due to the multiple front yard setbacks affecting the parcel, alternative compliant locations are substantially constrained.
- F. **Consistency with Comprehensive Plan and UDC.** The request is generally consistent with the Comprehensive Plan's goals of preserving neighborhood character, supporting established residential development patterns, and allowing reasonable residential use of property. The proposed improvements are residential in nature and are compatible with the surrounding neighborhood context.

FINDINGS OF FACT

1. The subject property is located at 235 Brook Avenue within the SD-2 zoning district and is bordered by public rights-of-way along Brook Avenue, Gardenia Drive, and Canna Avenue.

2. Pursuant to Section 4.6.2.G.1 of the Unified Development Code, each street frontage constitutes a front yard, resulting in three required front yard setback areas on the parcel.
3. The multiple street frontages create a development condition that is not commonly shared by similarly situated residential lots within the SD-2 zoning district.
4. The area proposed for the accessory structure and fence has historically functioned as the practical rear yard area of the property for many years and contains existing residential improvements and screening elements.
5. Strict application of the front yard setback requirements would significantly reduce the reasonable area available for customary residential accessory structures on the property.
6. The hardship associated with the request is attributable to the physical configuration of the lot and surrounding rights-of-way and was not created by the current property owner.
7. The requested variance is limited to dimensional relief necessary to allow placement of a detached accessory structure and replacement of existing fencing associated with the functional rear yard area.
8. The request involves dimensional relief only and does not authorize any prohibited use within the SD-2 zoning district.
9. The requested variance will not substantially alter the residential character of the surrounding neighborhood.
10. The requested variance is generally consistent with the intent of the Unified Development Code and the City of Starkville Comprehensive Plan.

NOTIFICATION

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

1. 12 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on May 9, 2026.
3. A sign was posted on the property in a conspicuous location.

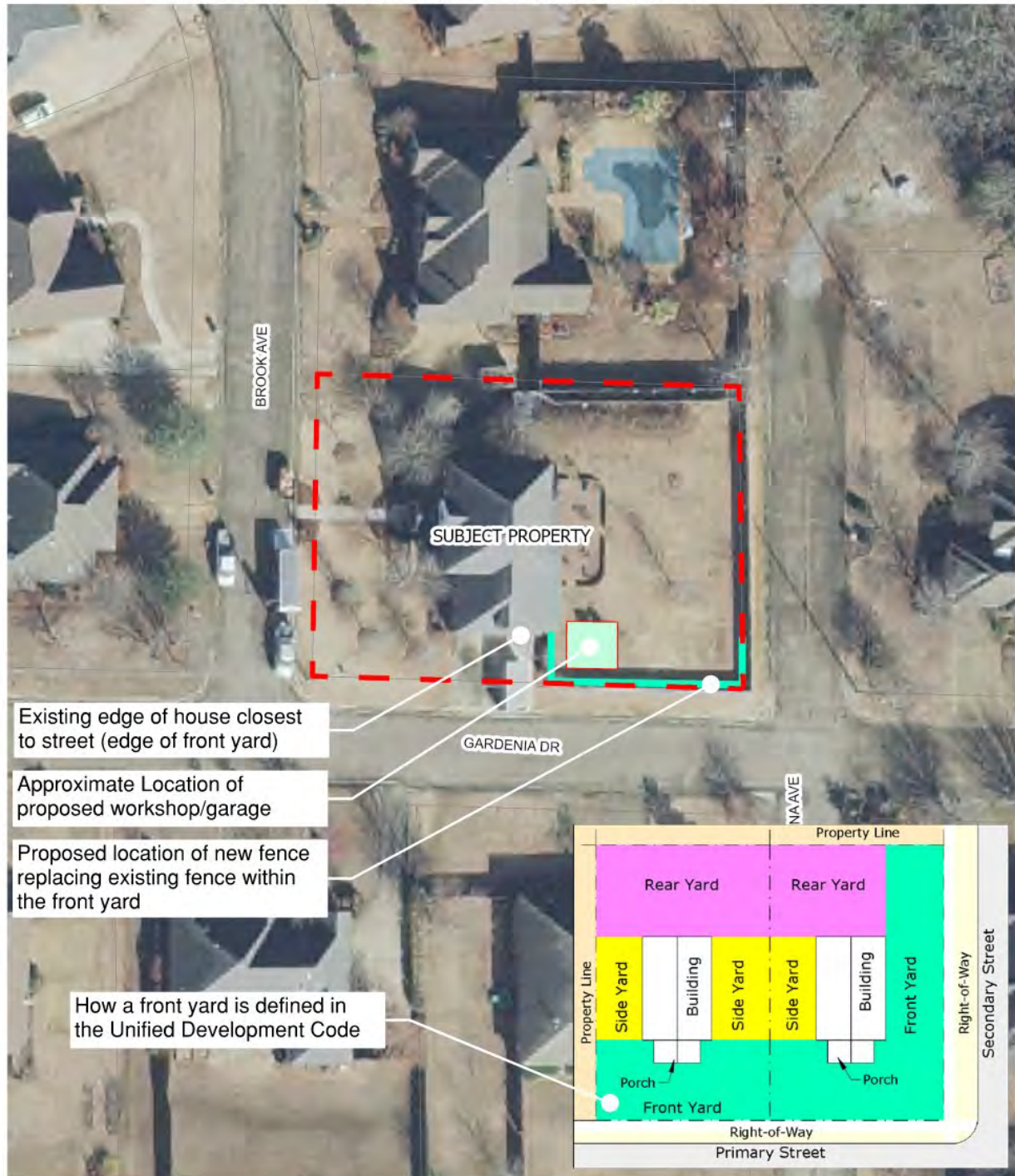
As of this date, the Planning Office has no phone calls for or against this request.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors. The Planning Department requests the following conditions of approval:

1. The accessory structure shall substantially conform to the site plan submitted with VA 26-04.
2. Any replacement fence within the variance area shall not exceed eight (8) feet in height.
3. No portion of the structure or fence shall encroach into public right-of-way or utility easements.

Attachment 1- VA 26-04 Aerial



0 25 50 100 Feet

- Parcels
- Subject Property
- Proposed Fence
- Proposed Structure



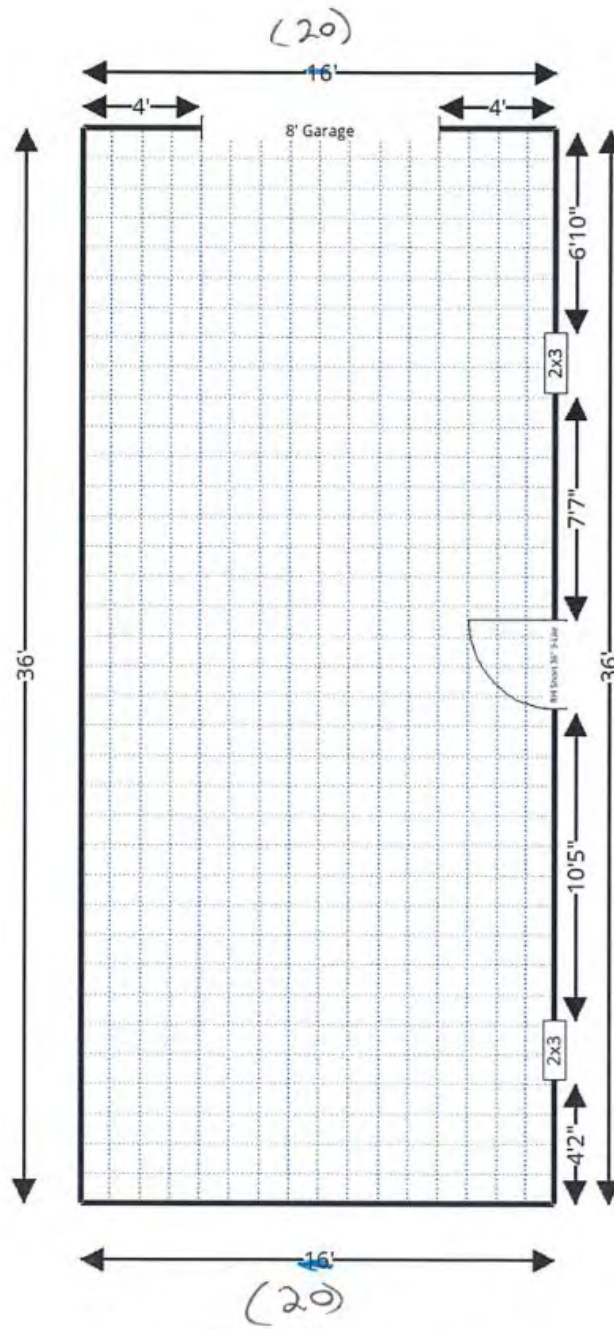
HISTORIC
STARKVILLE
 MISSISSIPPI'S COLLEGE TOWN

Attachment 2 - Zoning



Attachment 3 – Floor Plan

FRONT



BACK

Roof ridge runs from FRONT to BACK

Attachment 4 – Proposed Rendering



PUBLIC HEARING AND CONSIDERATION OF VA 26-05 A REQUEST FOR A VARIANCE FROM PARKING SETBACK REQUIREMENTS LOCATED AT 301 HIGHWAY 12 WEST IN A C ZONING DISTRICT.

Community Planner Daniel Havelin presented VA 26-05 a request for a variance from parking setback requirements located at 301 Highway 12 west in a C zoning district.

Curt Crissey, on behalf of Brewski's, for a Variance after the fact from parking setback requirements located at 301 Highway 12 West in a C zoning district with the parcel number 102G-00-034.00.

The subject property, currently operating as a gas station and convenience store, is considered legally nonconforming because its building and parking lot layout existed before the City adopted its Unified Development Code (UDC) in December 2019. Under UDC Section 3.17.4, such nonconforming features are permitted to continue but are strictly prohibited from being enlarged, extended, or altered in any way that increases their degree of nonconformity. Any modifications to the site layout or access must fully comply with current development standards.

In the fall of 2025, the applicant secured a right-of-way permit to relocate a driveway on Louisville Street. Between December 2025 and February 2026, the Assistant City Engineer conducted several requested inspections, ultimately approving the concrete forms for the sidewalk and the driveway apron only. However, on February 13, 2026, city engineering staff observed the contractor pouring and finishing concrete in an adjacent green space that was entirely outside the scope of the approved permit. The applicant was formally notified by the City Engineer to return the site to its original condition.

A subsequent site inspection on March 16, 2026, revealed extensive UDC violations. The applicant had not only paved the parking setbacks on his own property but had also paved the parking setbacks of the adjacent Middleton Court Shopping Center, creating illegal nonconformities on both properties. Furthermore, the applicant failed to remove the concrete from the old driveway within the City's right-of-way as required by the permit. Following a meeting with the Mayor and City Planner, the Planning Department issued a formal notice of violation on March 30, 2026, giving the applicant 30 days to bring the site into compliance.

The adjacent property owners also received a notice of violation in April 2026. Their legal counsel responded that the work was done entirely without their authorization or prior knowledge, and the encroaching pavement on their property was promptly removed and their violation dismissed. Meanwhile, the City issued second and third notices of violation to the applicant in late April and May 2026, as he failed to restore his site or provide a legible, accurate site plan necessary to process a variance request.

Although the applicant submitted a variance application dated February 27, 2026, it contained an illegible drawing illustrating the proposal. Due to the lack of clear details or an updated plan from the applicant, the Planning Department proceeded with the variance request based on field observations, interpreting it as a request to retain the unpermitted paving within the parking setback areas and the Louisville Street right-of-way.

Staff finds the applicant has not met the burden of proof necessary to justify granting the requested variance. Based on the analysis of the criteria contained in Section 3.7.1 staff recommends denial of the request.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 7 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on May 9, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received one in favor of the request (exhibit 1). At the first public hearing, the applicant submitted a site plan to the Board of Adjustment and Appeals (exhibit 2).

At the May 27, 2026, the Board of Adjustments and Appeals voted unanimously to recommend denial of the request.

Alderman Brooks asked that if the concrete beside the original driveway was supposed to be removed. Mr. Havelin stated that the concrete inside the right-of-way was supposed to be removed along with the 5 feet inside the setback. Alderman Brooks asked was the drawing the original permit. Mr. Havelin stated that it was the original permit for the work within the right of way. He stated that there was never a permit issued for the work on the site. Alderman Brooks asked who did the drawing. Mr. Havelin stated that Mr. Kachelman did the drawing.

Curt Crissy, owner of Brewski's, noted that the Engineer's were nice guys and informative. Mr. Crissy stated that this all started when he and Rackley Oil Company started talking about how they could improve the parking area in the ingress and egress of Brewski's. Several options were discussed. Mr. Crissy noted that they spoke with the City and presented ideas and the City liked it with the entrance away from the intersection. He understood that his contractors then got the permit. Mr. Crissy stated that he then contacted Marcus McGee who is a 3rd generation concrete contractor. He stated that they then contacted the City for them to instruct them on what they could do. Mr. Crissy noted that they submitted the forms to the City and they were approved and they poured the concrete and had it inspected and moved to the next phases. He stated that they told the City that they would connect with the pavement of the shopping center parking lot and that he is the only business in town not connected to the out parcel. Mr. Crissy noted that no one ever told him he was out of compliance and that all the communication he had was with the public and they liked what he was doing. He stated they were down to the end of the project and someone with the City came and told him he was out of compliance and did not have a permit to do this work. He stated that everything they have done has been positive for Starkville He asked for the Board's support to keep it as it is now.

Ashley Ray, 2nd generation owner of this company, then spoke requesting approval of the variance. She stated that what she wanted to address was the back of Brewski's as it was an eye sore in need of improvements. Ray noted that the grass that was there was constantly torn up by people exiting the property. She noted that it would cause the grass to be rutted up and it would cause potholes in that area. Ray noted they wanted to do this to make the appearance up to Starkville's standards. She stated that being the 2nd generation owner, that they plan to continue to be here as long as she is alive and hopes it passes to one of her children.

Mayor Spruill noted that she believed there was miscommunication and that she spoke to the City Engineers and none of them approved the work on the additional paving that was done.

Mayor Spruill opened the Public Hearing to the public.

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

Alderman Sistrunk noted that the appearance was good and the idea of moving the entrance further away from the intersection was good. She stated that she didn't think they fixed the problem of driving down through the shopping center. She noted that she wasn't sure where the miscommunication occurred but there was a permitted level of work that was done and that level of work was exceeded. Alderman Vaughn asked Mr. Havelin to pull up the image and asked what was out of compliance. Mr. Havelin showed the area that was out of compliance and noted that if they would had gotten a permit the work would never have been approved at the current configuration. Discussion on the request ended.

33. PUBLIC HEARING AND CONSIDERATION OF VA 26-05 A REQUEST FOR A VARIANCE FROM PARKING SETBACK REQUIREMENTS LOCATED AT 301 HIGHWAY 12 WEST IN A C ZONING DISTRICT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Moreland, and adopted by the Board to deny VA 26-05 a request for a variance from parking setback requirements located at 301 Highway 12 west in a C zoning district. The Board voted as follows:

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

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



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public hearing and consideration of VA 26-05 a request for a variance from parking setback requirements located at 301 Highway 12 West in a C zoning district.
Date: May 27, 2026

The purpose of this report is to provide information regarding Variance request by Curt Crissey on behalf of Brewski's for a Variance after the fact from parking setback requirements located at 301 Highway 12 West in a C zoning district with the parcel number 102G-00-034.00. Please see attachments 1- 7.

SUMMARY

The subject property is currently a gas station and convenience store. The building and site are considered legally nonconforming because they existed prior to adoption of the Unified Development Code (UDC) in December 2019. The nonconforming site issues include the parking lot layout. The existing parking lot area does not conform to the development standards of the UDC. Section 3.17.4 of the UDC states that a legal nonconforming features may be continued subject to the following limitations:

- A. **Increase in nonconformity prohibited.** No action shall be taken which increases the degree or extent of the nonconformity. Any enlargement, extension, structural alteration, layout changes, access modifications, landscaping, and other changes to the site shall conform to all current requirements use and development standards.
- B. **Continuation permitted.** For a development existing before the effective date of current regulations, a feature made nonconforming by a change in use and development standards may continue to exist until any proposed improvements on the site require site plan approval or the existing principal structure on the same site as the nonconforming feature is modified to the extent that the construction cost, as determined by the Building Department, for the modification is less than fifty percent (50%) of its tax assessor's replacement value or an appraised replacement value at the time of modification of the structure only, not including the land. A remodel of an existing structure shall be considered a modification.

In the fall of 2025, the applicant communicated with the City's Engineering Department about relocating a driveway. The Engineering Department provided the applicant with a detailed plan showing the removal of the old drive and the location of the new drive. On September 8, 2025, the applicant responded to the email with plan "This looks good to me...". On September 17, 2025 a right-of-way permit was issued to the applicant (Attachment 3).

On December 8, 2025, the applicant requested the Assistant City Engineer, Stephan Kachelman, to come on site prior to pouring the new sidewalk and driveway. The following day Mr. Kachelman met the applicant and his contractor on site to discuss the project and the phasing of the concrete pour.

On December 10, 2025 at the request of the contractor, Mr. Kachelman inspected the concrete forms for the sidewalk only. At that time, he noted that the forms were sloping in the wrong direction and they needed to be corrected. The following day, at the request of the contractor, Mr. Kachelman returned to inspect the forms. At that time, he approved the forms for the sidewalk only.

On December 23, 2025 at the request of the contractor, Mr. Kachelman inspected the concrete forms for the concrete apron. That is the portion of the driveway between the sidewalk and Louisville Street. Mr. Kachelman approved the form for the apron only. This was the last time that the contractor contacted the city for inspections.

On February 13, 2026, Associate Engineer Chris Williams observed a contractor pouring and finishing concrete in the green space area that was not part of the driveway permit. Mr. Williams spoke with the applicant about him exceeding the scope of the permit. The applicant was told to contact the Building Department on the following Tuesday to rectify the situation.

On February 25, 2025, the City Engineer, Cody Burnett, sent an email informing the applicant that he exceeded the scope of the permit and needs to return the site to its original condition.

On March 16, 2026, City Planner Daniel Havelin and Assistant City Planner Lyle McCaskey went to observe the site from the right-of-way to determine if it was compliant with the UDC. At that time, it was discovered that the applicant had not only paved the parking setbacks of his property, but also paved the parking setbacks of the adjacent property (Middleton Court Shopping Center). This made both properties illegal nonconformities due to the expansion of an already nonconforming parking lot. The applicant also failed to remove the concrete from the City's right-of-way from the old driveway that was part the permit (Attachment 4).

The applicant met with the Mayor and the City Planner to discuss options for coming into compliance. At that time, he was told to remove all of the concrete within the parking setback on both his property and the adjacent shopping center's property. He would also need to remove the paving within the right-of-way. He was asked if he could apply for a variance to keep the paving. The response was he could apply for a variance for his property, but the adjacent property owner would need to part of the variance for their property. The right-of-way paving can not be part of the variance request because it is just prohibited and needs to be removed.

On March 30, 2026, the Planning Department sent the applicant a notice of violation. The letter gave the applicant 30 days to bring the site into compliance.

On April 9, 2026, the Planning Department sent the property owners of Middleton Court a notice of violation. On April 14, 2026, the attorney representing the property owners of Middleton Court emailed a letter in response to the notice (Attachment 5). Their response letter states "South Star Starkville LLC did not perform, authorize or consent to any of the

work giving rise to the Notice of Violation and had no prior knowledge that work would be conducted on or impacting its Property.” The following week the paving on the Middleton Court side of the property line was removed and violation dismissed (Attachment 6).

On April 20, 2026, the applicant contacted Lyle McCaskey about the notice of violation and variance request. He stated that the concrete on the adjacent property had been removed. Mr. McCaskey informed him that he needs to provide a legible site plan for the variance application.

On April 21, 2026, the Planning Department sent the applicant a second notice of violation. The letter gave the applicant until April 30, 2026 to either bring the site into compliance or have a complete variance application with a legible site plan. The applicant reached out to Mr. McCaskey again on April 22, 2026. Mr. McCaskey explained the letter and the need for an accurate plan illustrating his variance request.

On May 5, 2026, the Planning Department sent the applicant a third notice of violation. The letter explained that the applicant has not corrected the issue or supplied the required site plan illustrating his variance request.

The variance request application is dated February 27, 2026 (Attachment 7). Included in that application was an illegible drawing illustrating the request. Without any further detail on what the applicant is actually requesting, the Planning Department decided to proceed with the variance request without an updated site plan. Therefore, based on field observations and the submitted application materials, staff interprets the request as seeking approval to retain paving located within the required parking setback areas along the southern property line and Louisville Street right-of-way.

Staff finds the applicant has not met the burden of proof necessary to justify granting the requested variance. Based on the analysis of the criteria contained in Section 3.7.1 staff recommends denial of the request.

If the request for Variance is recommended for approval or denial, the applicant’s requests will be heard by the Board of Aldermen at the June 2, 2026, meeting.

VARIANCE REQUEST FROM

Commercial Use	
D. Parking Setbacks	C
D1. From primary street	5’
D2. From side street	5’
D3. From side and rear property line	5’
D4. From side and rear property line adjacent to detached residential	See buffer yard requirements
*lots must be of a sufficient size to accommodate the proposed use and meet all subsequent development standards	
**see use chart and additional standards	

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

- A. **Special Conditions.** That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
- B. **Literal Interpretation.** That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
- C. **Hardship.** That the hardship has not resulted from the actions of the applicant.
- D. **Special Privilege.** That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.
- E. **Minimum Variance.** That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- F. **Consistency with Comprehensive Plan.** That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

Variance requests are evaluated based on the standards established in Section 3.7.1 of the Unified Development Code. The applicant bears the burden of demonstrating compliance with each applicable criterion.

- A. **Special Conditions.** There is no evidence of a special condition relating to the property. Several newer developments and redevelopments in the area comply with the required parking setbacks and applicable nonconformity standards.
- B. **Literal Interpretation.** Strict enforcement of the parking setbacks does not deprive the applicant of the continued use of the property.
- C. **Hardship.** Any hardship associated with the request results from actions undertaken by the applicant after permit issuance and therefore does not constitute a qualifying hardship under Section 3.7.1.C.
- D. **Special Privilege.** Granting this variance would give special privilege to the applicant that was not given to several newer developments and redevelopments in the area.
- E. **Minimum Variance.** The applicant had previously had reasonable use of the land. This variance is unnecessary to continued operations of the business and is therefore not a minimum variance.
- F. **Consistency with Comprehensive Plan and UDC.** Granting the requested variance would not be consistent with the intent of the Unified Development Code or the City's Comprehensive Plan. The required parking setbacks are intended to provide separation between parking areas, public rights-of-way, and adjacent properties while supporting safe access, drainage, landscaping, and corridor appearance. Allowing paving within required setback areas after unapproved construction would undermine the intent of the UDC's nonconformity provisions and may create precedent for similar encroachments elsewhere in the City.

FINDINGS OF FACT

1. The subject property contains a legally nonconforming parking layout established prior to adoption of the UDC.
2. The applicant obtained a right-of-way permit for driveway modifications only.
3. The applicant installed additional paving beyond the approved permit scope.
4. The additional paving expanded parking into required setback areas.
5. The expansion increased the degree of the site's existing nonconformity.
6. The property remains capable of reasonable commercial use without the requested variance.
7. Any hardship associated with the request resulted from actions undertaken by the applicant or contractor after permit issuance.

NOTIFICATION

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

1. 7 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on May 9, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has had no response to the notifications

CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

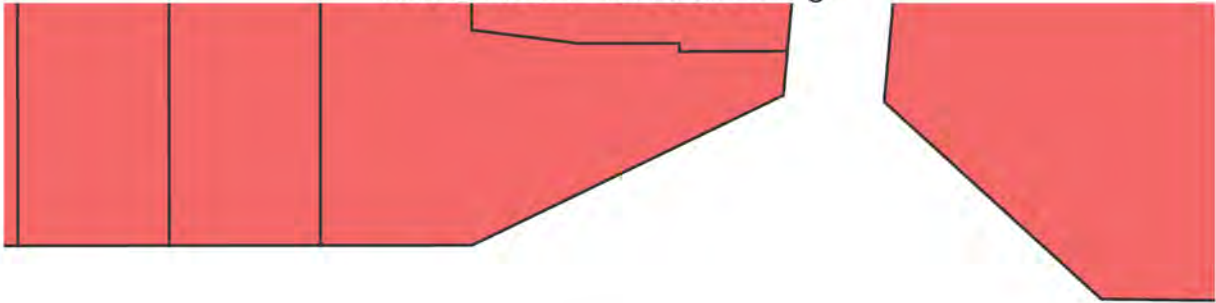
Attachment 1- VA 26-05 Aerial



0 20 40 80 Feet

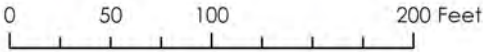
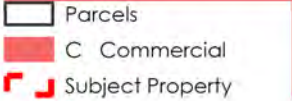


Attachment 2- VA 26-05 Zoning



MS HWY 12 W

MS HWY 12 W



Attachment 3- Right-of-way Permit



RIGHT OF WAY PERMIT

Record Number:

EN-25-8

Occupancy Type:

Date Issued:

September 17, 2025

Structure Type:

Expiration Date:

Project Type:

Project Location: 33.4536, -88.8225

Applicant

Curt Crissey
P.O. Box 85
Starkville, MS 39760

Property Owner

Project Description: Putting in a driveway and closing an existing driveway

Any building permit issued in accordance with the Unified Development Code and the Technical Codes shall become invalid unless the work authorized by it has not commenced within ninety (90) days after the issuance of the permit and/or if continuous work has ceased for ninety (90) days or more. The determination of continuous work shall be based on observations by and the opinion of the Building Official. All building permits shall expire after one (1) year except for that residential permits shall expire after two (2) years of the date issued. Any demolition permit shall expire ninety (90) days after issuance of the demolition permit.

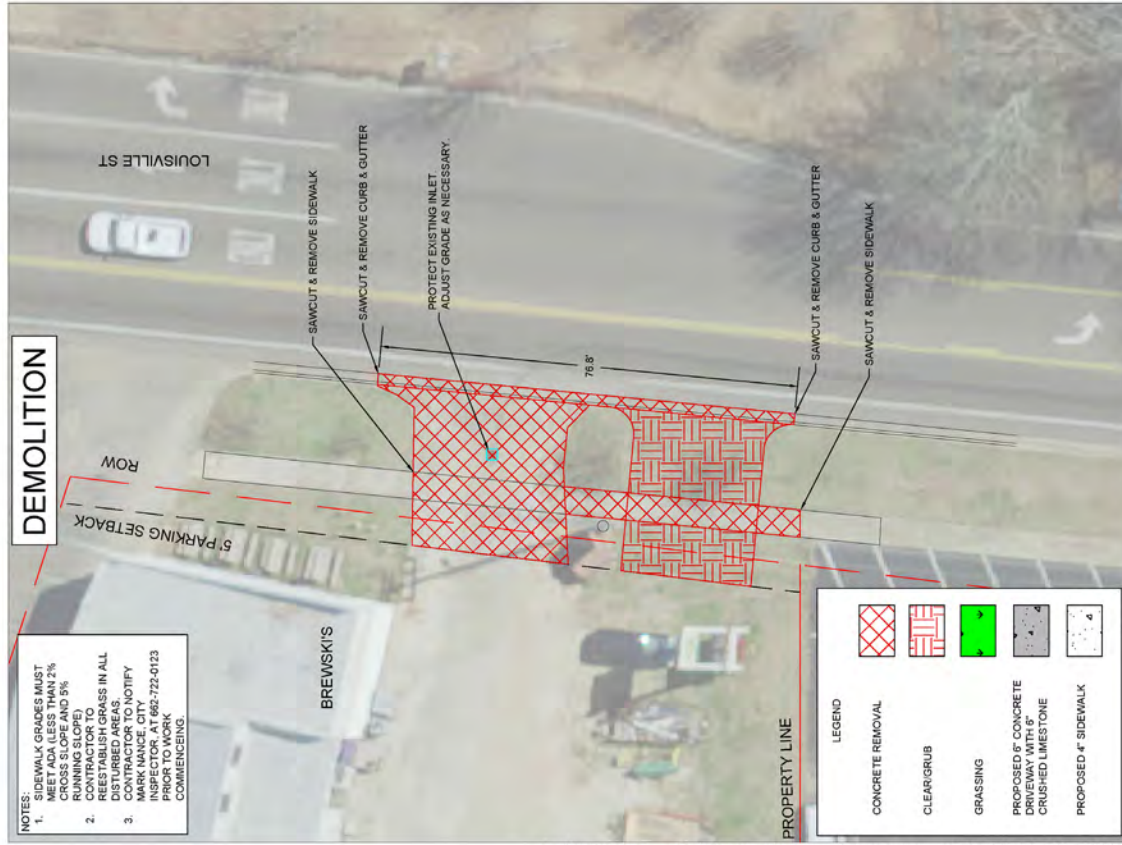
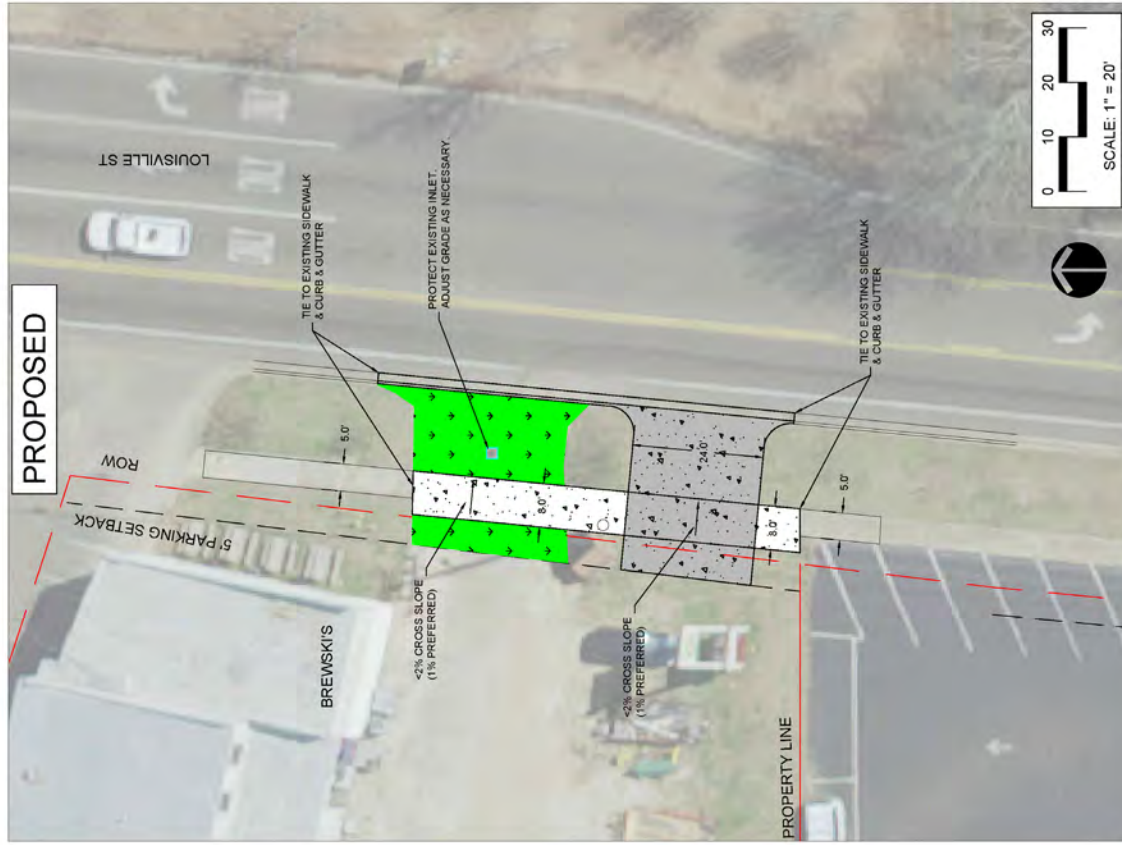
Stein McMullen
Building Official
Building Division

Phone: (662) 323-2525

Email: permits@cityofstarkville.org

www.cityofstarkville.org

110 West Main St.
Starkville, MS 39759



Attachment 4

Approximate location of southern property line



Approximate location of eastern property line



Attachment 4

Approximate location of eastern property line



Sidewalk and Driveway Apron



Attachment 5- Response to notice of violation from Middleton Court



Mark T. Davis
601.949.4804
601.949.4649
markdavis@joneswalker.com

April 14, 2026

OVERNIGHT COURIER SERVICE and EMAIL

City of Starkville
Community Development Department
110 West Main Street
Starkville, Mississippi 39759
Attn:

Code Enforcement
codeenforcement@cityofstarkville.org

Daniel Havelin, City Planner
d.havelin@cityofstarkville.org

Lyle McCaskey, Assistant City Planner
l.mecaskey@cityofstarkville.org

RE: Notice of Violation dated April 9, 2026
Property Owner: South Star Starkville LLC
Property Address: 305-329 Highway 12 West, Starkville, Mississippi
Parcel No. 102G-00-032.00

Dear Mr. Havelin and Mr. McCaskey:

We represent South Star Starkville LLC, the owner of the shopping center located at 305-329 Highway 12 West, Starkville, Mississippi (the "Property"). This letter is submitted in response to the Notice of Violation dated April 9, 2026 issued by the City of Starkville.

As indicated in the Notice of Violation, the cited conditions arose in connection with construction activities performed on the adjacent property located at 301 Highway 12 (Brewski's) during construction of a new driveway on Louisville Street. South Star Starkville LLC did not perform, authorize or consent to any of the work giving rise to the Notice of Violation and had no prior knowledge that work would be conducted on or impacting its Property.

The paving and site alterations that triggered the Notice of Violation were undertaken solely by the adjacent property owner and included work that encroached onto the Property and into areas that previously served as parking setback and greenspace. These actions resulted in the creation of a nonconforming site condition impacting the Property through no fault of its owner.

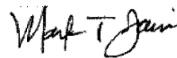
3100 North State Street, Suite 300 | Jackson, MS 39216 | P.O. Box 427 | Jackson, MS 39205-0427
T: | F: 601.949.4804 | joneswalker.com

#111557265v2

South Star Starkville LLC is aligned with the City's enforcement objectives and has formally demanded that the adjacent property owner remove the unauthorized paving and site alterations and restore the affected areas to their prior, code-compliant condition. South Star Starkville LLC does not support and will not pursue a variance to retain the existing conditions and has made this position clear to the adjacent property owner. However, South Star Starkville LLC respectfully requests that enforcement actions, fines, or penalties associated with the violation be directed to the party who performed and caused the unauthorized work, as South Star Starkville LLC did not contribute to or benefit from the violation.

If you have any questions or if I may be of further assistance, please do not hesitate to contact me.

Sincerely,
Jones Walker LLP, as attorneys for South Star
Starkville LLC

A handwritten signature in black ink, appearing to read "Mark T. Davis".

Mark T. Davis, Partner

MTD

Attachment 6

Approximate location of southern property line



Approximate location of eastern property line



Attachment 6

Pavement removed from Middleton Court property



Attachment 7- Original Application

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



APPLICANT'S INFORMATION

Name: Brewski's (Curt Crissey) Phone: 662-769-2878
Company Name: Brewski's
Email: rosexbaby2@aol.com
Address: 301 Highway 12 Starkville MS 39759

PROPERTY OWNER'S INFORMATION (IF NOT APPLICANT)

Name: Curt Crissey Phone: 662-769-2878
Email: rosexbaby2@aol.com
Address: P.O. Box 85 Starkville, MS 39760

PROPERTY INFORMATION

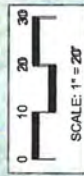
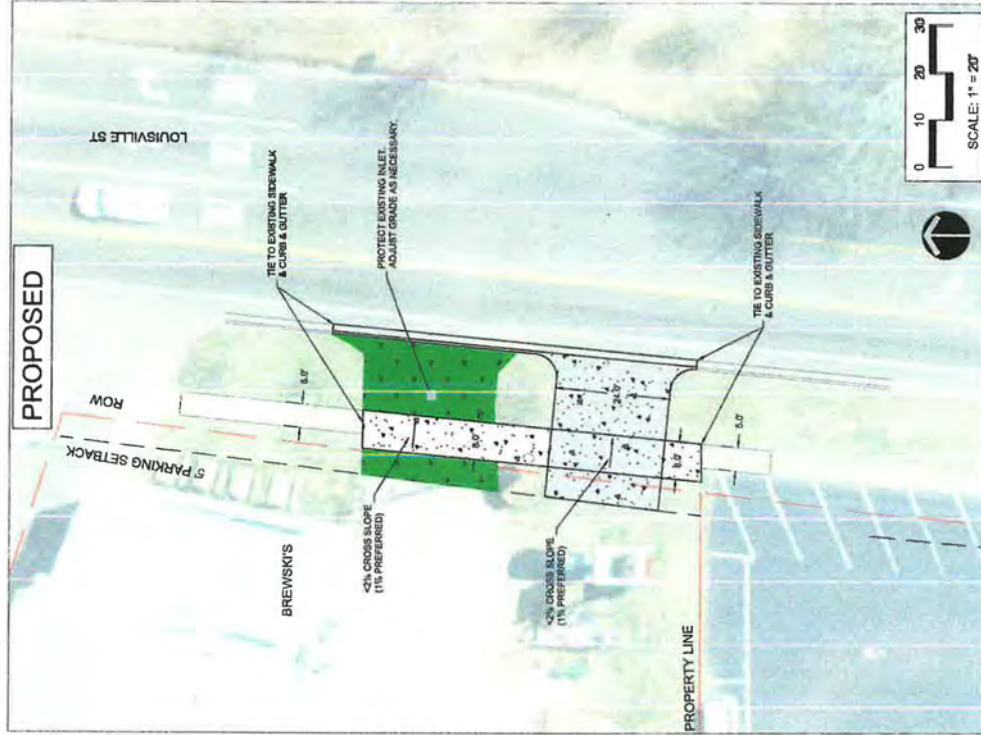
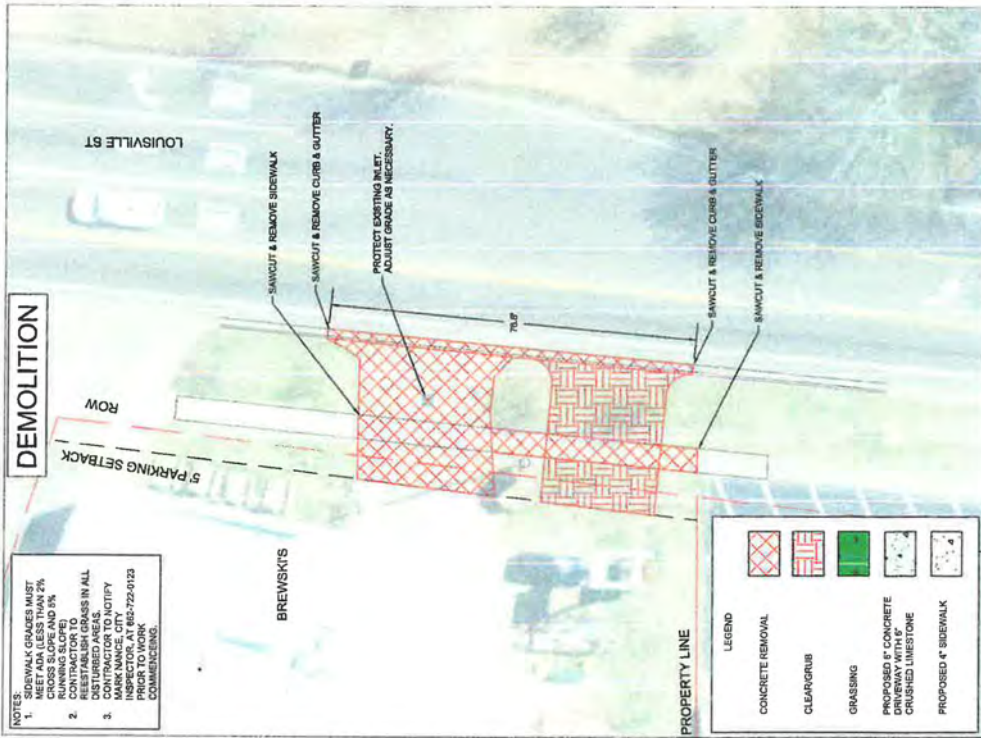
Property Address: 301 Highway 12 Starkville, MS 39759
Parcel Number: _____ Current Zone District: Select One

PROJECT INFORMATION

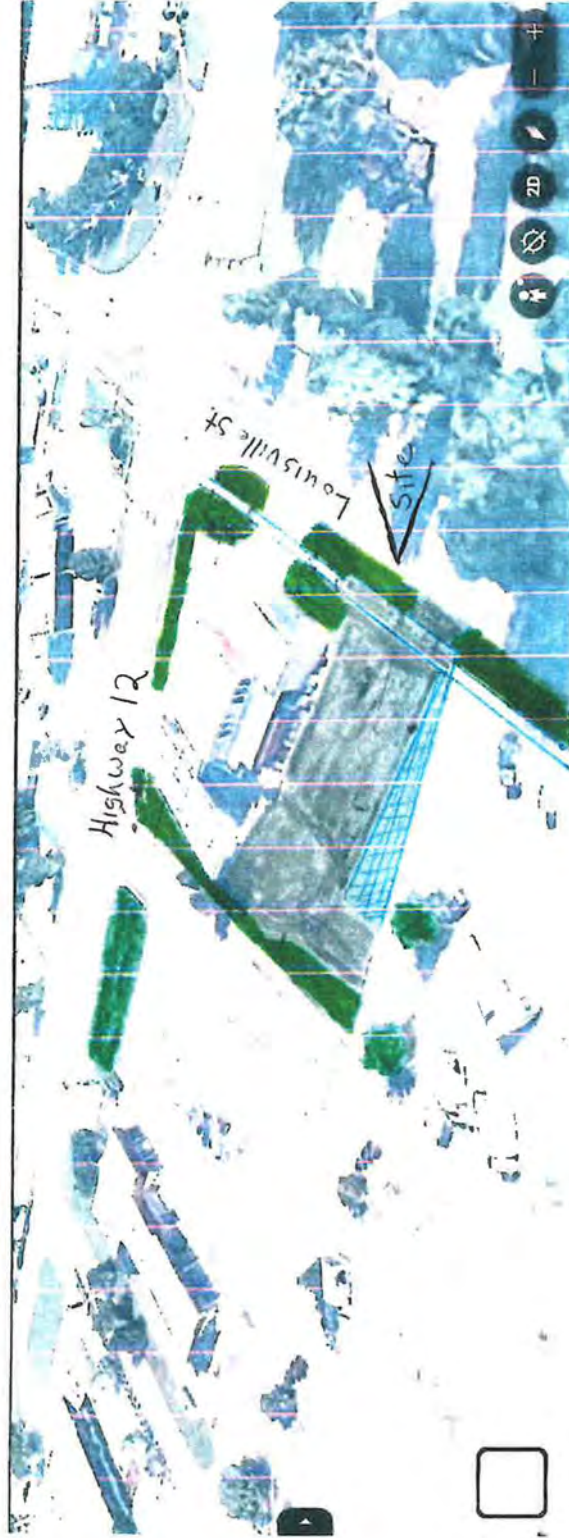
Project Name: Brewski's Parking lot
Project Description: I am asking to allow the concrete to remain in place located in the prescribed variance area.

Applicant's Signature: [Signature]
Date: 2/27/26

Property Owner's Signature: [Signature]
Date: 2/27/26



301 Highway 12
Starkville, MS



- Green Space
- Existing and new parking
- Area for Variance

PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 101 FAIRFIELD DR, STARKVILLE, MS 39759 WITH PARCEL NUMBER 101M-00-003.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEANUP OF THE PROPERTY SHOULD OCCUR.

Seargent Samantha Gillen presented under Miss. Code Ann. § 21-19-11 to determine whether the property located at 101 FAIRFIELD DR, STARKVILLE, MS 39759, with the parcel number 101M-00-003.00, and is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that cleanup of the property should occur.

Initial inspection of 101 FAIRFIELD DR, STARKVILLE, MS 39759, with the parcel number 101M-00-003.00, was performed by Code Enforcement Officer Michael Harvey on February 20, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as rotting wood on the base of the front pillars. The fascia and weather strips were also rotten and hanging loose. There also appeared to be some rotten wood around the window frame.

A Notice of Violation was mailed to GARDNER CHRISTOPHER A, the property owner of the 101 Fairfield DR, STARKVILLE, MS 39759, as well as the property address on March 4, 2026 by Officer Michael. Harvey.

On April 28, 2026 a neighbor filed a complaint to Code Enforcement advising the building is causing issues to their subdivision as it may be providing a habitat for unwanted wildlife and vermin in the area. They are also concerned with the overall upkeep of the property being neglected. The neighbor provided photos that they had taken of 101 Fairfield. These photos provided a closer view of the property and showed vegetation covering one of the brick walls and starting to take over part of the porch area. The photos also showed holes in portions of the fascia and soffit around the building.

An Administrative Inspection Warrant was signed by Judge Kelley on May 13, 2026 and served on May 19, 2026. Building Official Stein McMullen was present during the execution of this warrant. The Administrative Inspection Warrant showed rotten wood all around the outside of the house. The soffit of the house is rotten and missing in some places. Inside the back part of the home a portion of the roof has collapsed, causing a large hole that allows sunlight and the exterior elements to enter the interior of the structure. There are holes and cracks in several of the walls along with major water damage and mold.

Notices of the Public Hearing were posted on the front entrance window at City Hall and on the property on May 19, 2026. A Notice of Public Hearing was mailed on May 19, 2026, to the property taxpayer/owner, GARDNER CHRISTOPHER A. Taxpayer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

Christopher Gardner, property owner, noted that he has been trying to find someone to purchase the property as is. He noted that he currently owns 3 houses, 2 in Starkville, that his mother passed away a year ago and now owns her property as well. He noted that owning 3 properties is not financially possible. He noted that he is retired from Mississippi State and is currently trying to sell this property Gardner stated that he thought the hole in the roof had been repaired. Mayor Spruill asked if he had been inside the property and he stated that he had been inside the house today. Mayor Spruill asked if he was making any effort to fix the property. He noted that owning 3 houses and fixing the property was not feasible for him. Mr. Gardner stated that he has talked with several people about purchasing the property as is. Mayor Spruill asked if he has a realtor and he noted that he had been speaking with a friend who is a realtor who is helping but hasn't signed a contract. Mayor Spruill asked if he had a timeline for selling or fixing the house and he asked for 6-8 weeks. Vice Mayor Perkins noted that he was concerned about the state of uncleanness of this property based upon all of the evidence that has been presented and that the property is a menace to health, safety, and welfare to the community. He noted that this is a very nice and upscale community, and he believes this property fits within the meaning of the law as a

menace. Vice Mayor Perkins noted that he believes 6-8 weeks is too long to get this property in proper condition. He noted that he has not heard any evidence that convinces him that the Board should give Gardner that amount of time to fix the property. He stated that he believes this needs to be done immediately. Vice Mayor Perkins asked Mr. Gardner if the City asked that he cleanup the property immediately, what would his response be, could he get it done that quickly. Mr. Gardner stated that he could get the outside repairs done this week and has someone who would be willing to do the work but that he has been hesitant to do so because he was trying to sell the property as is. Vice Mayor Perkins noted that he is not in favor of giving this property owner a long time and he is ready to move forward. He noted that the Board has heard the property owner's statement and that he indicated that he has other financial responsibilities and noted that he does not believe that the work will be done in that timeframe.

Mayor Spruill opened the Public Hearing to the public.

Lynn McConnell, resident and homeowner in Fairfield Commons, spoke for the residents. She noted that she and her husband purchased their home in 2020 during the pandemic. She stated that when seeing the property at the time she thought that going through the pandemic was the reason the home had not been kept up but that it never got better. She stated that she has been there 6 years now and has not seen anything happen to the property. McConnell noted that the neighborhood has an active HOA and they take pride in their properties. She stated if you know Fairfield Commons then you know there are 2 streets, Sheffield and Fairfield, and there is one way in and one way out and that you always must go by this property no matter where you live in Fairfield Commons. She asked the Board to please help them figure out what to do with this situation. Mrs. McConnell noted that they have an original homeowner who has lived in the neighborhood for 32 years and she just celebrated her 94th birthday, Mrs. Betty Leigh Duncan. Mrs. Duncan was unable to attend the meeting and asked for Mrs. McConnell to speak on her behalf, that she was very concerned. She has seen this house in all its glory and over the last decade she has watched this house deteriorate.

Mayor Spruill asked if the homeowners association has rules and regulations that allow them to do something about the property. McConnell stated they do have a board and they do communicate with the residents. She noted that they have Board meetings annually every August and Gardner knows that his property has been on the agenda. She also stated that there are annual dues required by the HOA. McConnell noted the HOA has deed restrictions on file in the courthouse and they are set to expire in 2027 but they are in the process of updating them as they were originally filed in 1987 when the neighborhood was built. She noted that they are adding an addendum to restrict short term rentals in the neighborhood.

Pam Warken, resident and homeowner in Fairfield Commons, spoke next. She stated that code enforcement was very helpful. She noted that even with the deed restrictions they are not substantial enough to deal with a problem of this magnitude. She stated that they consider this to be a public safety issue in terms of the mold and the rodents. Warken noted that this property continues to be a problem and she even has tried to bring some buyers to Gardner. She stated that she does not think anything will happen with this home. She stated that a neighbor has found rodents in her garage a couple of times and the rats have even gotten in her car and caused damage. She stated that it is beyond their control to handle this kind of problem. She asked the Board not to give any more time on this property for repair and for the City to enforce the code and to take the appropriate action on this property.

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

Mayor Spruill asked Building Inspector McMullen did he go into the house with code enforcement. He stated that he did. Mayor Spruill asked was it demolish worthy. McMullen noted that most of the damage and leaks were confined to one area of the house with a flat roof and that the rest of the house was not impacted, excepting some molding. He noted that the roof has since been repaired except for the flat roof area. He stated that the bones of the house were still good, but there was mold. Alderman Vaughn asked Mr. Gardner if he had a realtor to help with the sell of the property. Gardner stated he did and she helped

with the sale of another of his properties. Alderman Vaughn stated that 8 weeks was too long and asked Gardner how long did he think it would take and Gardner asked for at least 4-6 weeks. Alderman Vaughn offered a motion to find this property is in such a state of uncleanliness is to be a menace to public health, safety and welfare and such that cleanup of the property should occur within 4 weeks. Alderman Sistrunk offered a friendly amendment with a 8-week timeframe to sale or make repairs to the property. Alderman Vaughn accepted the amendment. Vice Mayor Perkins asked Mayor Spruill after the the 8 weeks expire, what are the next steps. Mayor Spruill noted that if there is no improvement made then it would be for the City to determine to board it up and put a lien on the property. If not addressed the City would be in a position to demolish it. Alderman Skinner agreed with Vice Mayor that there needs to be a quicker timeline. Alderman Sistrunk asked if the property were to sell would the 8-week timeline go with the new owner of the property. Mayor Spruill noted that with a new owner it would give the opportunity to revisit and get a building permit and move forward with remediation. Alderman Brooks agrees with Alderman Skinner and believes 8 weeks is too long. He noted that he is worried we will not get what we want out of this. Alderman Moreland stated that nothing would be able to be done sooner than the 8-week timeline. Alderman Sistrunk stated that the 8-week timeline allows time for the sell and getting permits.

The motion was then amended to include a requirement that the property owner have building permits or that construction be underway within the 8-week time-frame.

34. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 101 FAIRFIELD DR, STARKVILLE, MS 39759 WITH PARCEL NUMBER 101M-00-003.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEANUP OF THE PROPERTY SHOULD OCCUR.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Moreland, and adopted by the Board to approve under Miss Code Ann 21-19-11 to determine whether the property located at 101 Fairfield Dr, Starkville, MS 39759 with parcel number 101M-00-003.00, is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that cleanup of the property should occur in an 8-week period with building permits and under construction. The Board voted as follows:

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

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

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.

101 Fairfield DR, STARKVILLE, MS 39759, with the parcel number 101M-00-003.00

(Property Link)

Oktibbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 5/22/2026

Tax Year 2025

Records Last Updated 5/21/2026

PROPERTY DETAIL

OWNER GARDNER CHRISTOPHER A ACRES : **NA**

101 FAIRFIELD LAND VALUE : 45000

IMPROVEMENTS : 144990

STARKVILLE MS 39759 TOTAL VALUE: 189990

ASSESSED : 18999

PARCEL 101M-00-003.00

ADDRESS 101 FAIRFIELD

TAX INFORMATION

YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	897.03	897.03	0.00
CITY	645.97	645.97	0.00
SCHOOL	1109.82	1109.82	0.00
TOTAL	2652.82	2652.82	0.00

LAST PAYMENT DATE 3 / 2 / 2026

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL LOT 3 FAIRFIELD COMMONS
HOMESTEAD CODE REG	PT 1
TAX DISTRICT	4110 769/262 852/216 1056/422
PPIN	001425 MAP 101M DB/PG 674/126 726/151
SECTION	11 B 1056 P 422 02/26/2001
TOWNSHIP	18N
RANGE	14E

Book 1056

Page 422

[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](#)

First Notice of Violation issued on March 4, 2026.

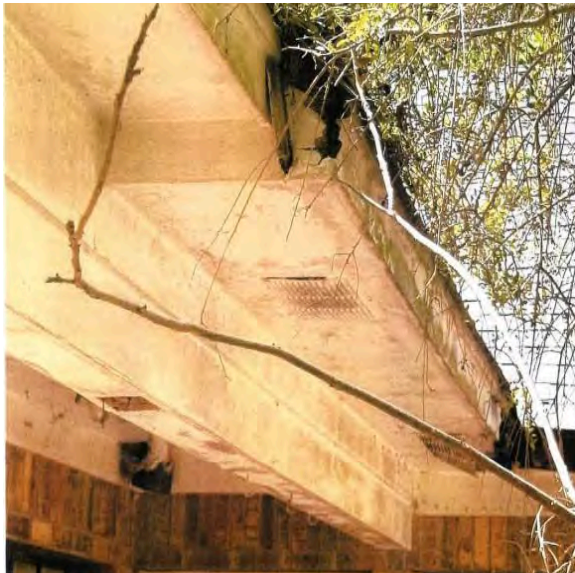
 MISSISSIPPI'S COLLEGE TOWN City of Starkville 110 W Main Street Starkville, MS 39759		
NOTICE OF VIOLATION		
Violation Address: 101 FAIRFIELD DR., STARKVILLE, MISSISSIPPI, 39759		Date: March 4, 2026 Case Number: CE-26-44 Parcel Number: 101M-00-003.00
Name: CHRISTOPHER A GARDNER Owner Address: 101 FAIRFIELD 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 March 12, 2026 to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.		
<u>Your property has been recognized as having the following violations:</u>		
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

The photographs below were taken from the public view at the city road by Officer Harvey at the first inspection on February 20, 2026 at approximately 14:30 hrs.

Call #	26-005116	Dispatcher	HARVEY, M		
Date/Time	02/20/2026 14:32:17	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone	3		
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
103 SHEFFIELD CT					
STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	14:32:17	14:32:17	15:18:31		
Notes					



The following photographs were provided by a neighbor on April 28:



GARDNER CHRISTOPHER A
101 FAIRFIELD DR
STARKVILLE MS 39759

MAY 19, 2026

NOTICE

PARCEL NUMBER: 101M-00-003.00
101 FAIRFIELD DR, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **JUNE 2, 2026**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main St for the purpose of determining whether the property referenced above is in such a state of 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.

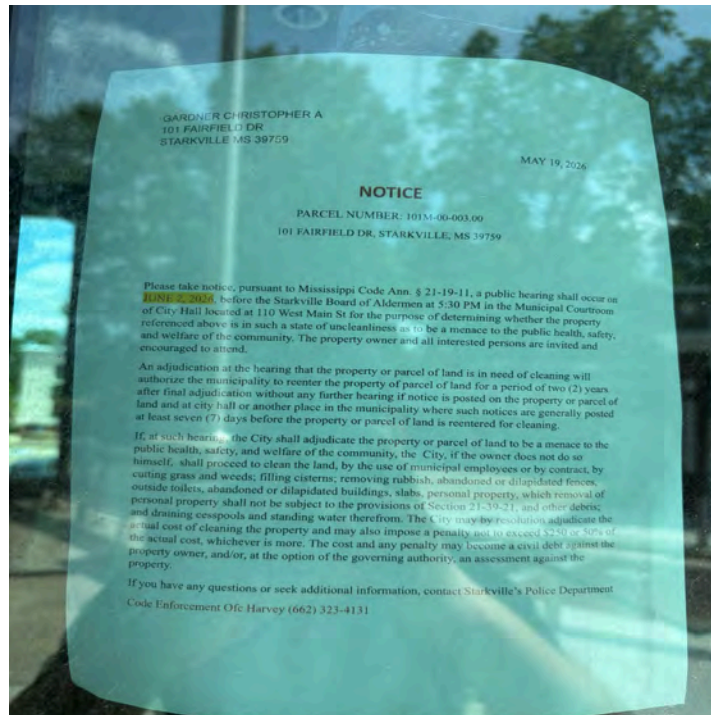
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and 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 Ofc Harvey (662) 323-4131

The photograph below was taken by Officer Harvey on May 19, 2026, of the Public Hearing Notice posted in the front window at City Hall.

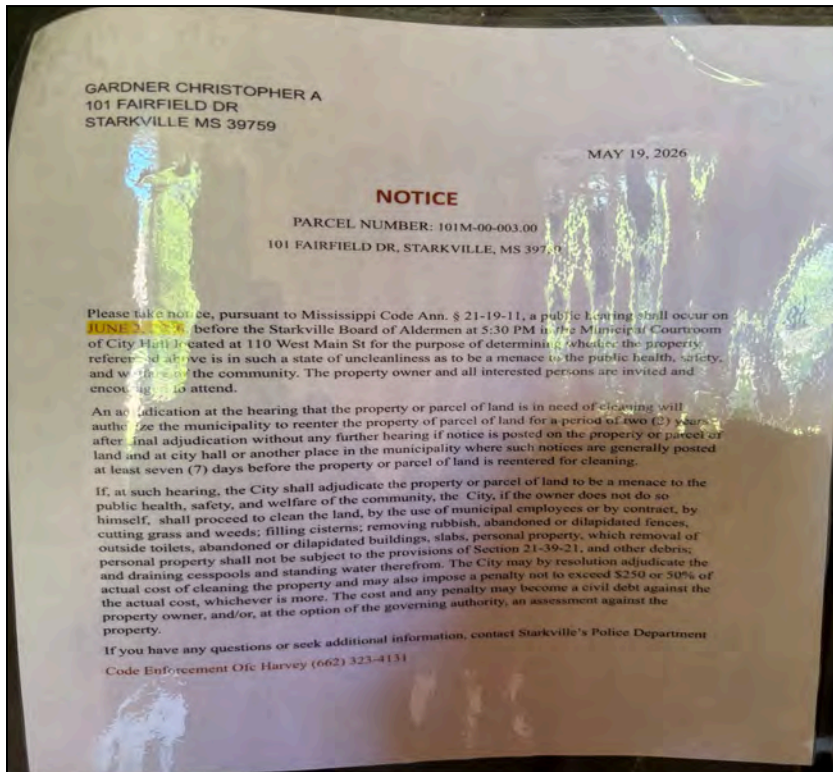
(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



(CALLCARD)

Call #	26-017027	Dispatcher	HARVEY, M		
Date/Time	05/19/2026 10:54:42	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	CITY HALL				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	10:54:42	10:54:42	11:18:06		
Notes					
5/19/2026 10:56:07 AM HARVEY, M POSTING P.H FOR 49 CHOCTAW DR, 101 FAIRFIELD DR, 1710 ARROWHEAD DR					

Public Hearing notice was posted on the property by Officer Harvey on May 19, 2026.



(Call Card)

STARKVILLE POLICE DEPT						from 05/13/2026
Calls For Service						thru 05/20/2026 10:10
Call #	26-017004		Dispatcher	STREEVAL,		
Date/Time	05/19/2026 08:37:57		Disposition	NO ACTION		
Type	CODE ENFORCEMENT		Zone			
How Rcvd	OFFICER INITIATED					
Sent To Dispatch	05/19/2026 08:38:04					
Location Address						
101 FAIRFIELD						
Officer Information						
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number	
HARVEY, M	08:37:57	08:37:57	08:10:33			
MIGLIORE,	08:38:11	08:38:13	08:59:51			
Notes						
5/19/2026 8:37:57 AM		STREEVAL,		State: MS Plate Type: P C Plate Year: 2026		
5/19/2026 8:42:43 AM		STREEVAL,		10-33 CLEARING RESIDENCE		
5/19/2026 8:44:57 AM		STREEVAL,		10-33 LIFTED		
5/19/2026 9:10:29 AM		STREEVAL,		BUILDING OFFICIAL MCMULLIN WAS PRESENT AND PICS WASTOOK WARRANTS SERVED		

Public Hearing notice mailed to the property & property owner via US mail on May 19, 2026.

(PHOTOS OF MAIL SENT)



(Call Card)

Call #	26-017053	Dispatcher	HARVEY, M		
Date/Time	05/19/2026 13:16:08	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
POST OFFICE					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	13:16:08	13:16:08	13:26:46		
Notes					
5/19/2026 1:26:38 PM	HARVEY, M				
					MAILED P.H HEARINGS FOR 1710 ARROWHEAD DR. AND 101 FAIRFIELD DR.

This Administrative Inspection Warrant was executed by Officer Michael Harvey, and Building Official Stein McMullen on May 19, 2026, at approximately 0830 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 101 FAIRFIELD DR., Starkville, Oktibbeha County, Mississippi, Parcel #101M-00-003.00 , and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

GARDNER CHRISTOPHER A 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.

94.508

Judge

(CALL CARD)

STARKVILLE POLICE DEPT				from 05/13/2026	
Calls For Service				thru 05/20/2026 10:10	
Call #	26-017004			Dispatcher	STREEVAL,
Date/Time	05/19/2026 08:37:57			Disposition	NO ACTION
Type	CODE ENFORCEMENT			Zone	
How Rcvd	OFFICER INITIATED				
Sent To Dispatch	05/19/2026 08:38:04				
Location Address					
101 FAIRFIELD					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	08:37:57	08:37:57	08:10:33		
MIGLIORE,	08:38:11	08:38:13	08:59:51		
Notes					
5/19/2026 8:37:57 AM		STREEVAL,	State: MS Plate Type: PC Plate Year: 2026		
5/19/2026 8:42:43 AM		STREEVAL,	10-33 CLEARING RESIDENCE		













35. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of , May 27, 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	\$233,446.18
Airport Fund	015	\$72,686.67
Restricted Airport	016	\$67,606.06
Sanitation/Environmental Services	022	\$22,731.62
SS4A Grant Fund	304	\$90,184.75
G. O. Bond Fund	305	\$99,078.68
Main Street Project	311	\$109,927.32
Parks Capital Project Fund	312	\$48,422.72
Park & Rec Tourism	375	\$4,588.90
Park Bonds 2020	380	\$700.00
Payroll		\$715,509.06
Payroll Starkville Utilities		\$3,711,022.94
Starkville Utilities		\$153,399.57
Starkville Water		\$1,797,778.23
Grand Total		\$7,127,082.70

36. REQUEST AUTHORIZATION TO HIRE CHRIS WILLIAMS AS A CITY ENGINEER IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Pochop, and adopted by the Board to approve to hire Chris Williams as a City Engineer in the Engineering Department. The Board voted as follows:

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

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

37. MOTION TO RECESS UNTIL JUNE 16, 2026 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Skinner, for the Board of Aldermen to recess the meeting until June 16, 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 16th DAY OF JUNE, 2026.

Attest:

D. LYNN SPRUILL, MAYOR

JOANNA MCLAURIN, CITY CLERK