

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

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on July 7, 2026 at 5:30 p.m. in the Municipal Court Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Kyle Skinner, Mike Brooks, William Pochop, Roy A'. Perkins and Henry Vaughn, Sr., as well as City Attorney Berk Huskison and City Clerk Joanna McLaurin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill called for any changes to the agenda as presented. She noted that the public appearance was removed from the agenda by the applicant. There being no additional changes requested, the Mayor called for a motion to approve the agenda with consent items.

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

Alderman Pochop offered a motion, duly seconded by Alderman Skinner, to approve the July 7, 2026 Official Agenda as amended. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, JULY 7, 2026
5:30 P.M., MUNICIPAL COURT ROOM, CITY HALL -110 WEST MAIN STREET**

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**
 - A. **CONSIDERATION OF THE MINUTES OF THE JUNE 12, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**
 - B. **CONSIDERATION OF THE MINUTES OF THE JUNE 16, 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

A. LESLIE SOFFERIN-30MW CYRTOMINING CENTER CONCERNS AND QUESTIONS

VIII. PUBLIC HEARINGS

A. FIRST PUBLIC HEARING FOR AMENDING THE RENTAL HOUSING SECTION OF THE UNIFIED DEVELOPMENT CODE TO INCLUDE SHORT TERM RENTALS.

B. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 334 N LONG ST, STARKVILLE, MS 39759 WITH PARCEL NUMBERS, 118O-00-032.00 IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE RESOLUTION AUTHORIZING THE LIEN FOR 1710 ARROWHEAD DRIVE AS PROVIDED IN THE ATTACHMENTS.

X. BOARD BUSINESS

A. THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE FAA 3-28-0068-035-2026 BIL GRANT TO CONSTRUCT A BOX HANGAR IN THE AMOUNT OF \$586,000.00 WITH A CITY MATCH OF \$5,397.37.

2. REQUEST EXTENSION OF MDOT MULTI-MODAL MM-0068-1325 SUPPLEMENTAL AGREEMENT NO. 1 THROUGH OCTOBER 1, 2027.

3. REQUEST APPROVAL OF THE FAA 3-28-0068-034-2026 AIP GRANT TO EXTEND RUNWAY 18/36, PHASE 5 (PAVING AND LIGHTING); EXTEND TAXIWAY A, PHASE 2 (PAVING AND LIGHTING) IN THE AMOUNT OF \$3,960,799.00 WITH A CITY MATCH OF \$36,481.04

4. REQUEST TO AWARD COOK AND SON LLC THE LOWEST AND BEST BID FOR THE PHASE II RUNWAY 18/36 AND TAXIWAY EXTENSION PROJECT IN THE AMOUNT OF \$3,748,762.22 FUNDED FROM THE FAA 2026 AIP GRANT

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF COA 26-02 A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 604 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

2. DISCUSSION AND CONSIDERATION OF COA 26-03 A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 521 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.
3. DISCUSSION AND CONSIDERATION OF REAPPOINTING VICKI WEST, WARD 3, TO THE PLANNING AND ZONING COMMISSION.
4. DISCUSSION AND CONSIDERATION OF FP 26-04 A REQUEST FOR FINAL PLAT APPROVAL FOR "WESTERN CROSSING DEVELOPMENT PHASE II, 1ST REV." SUBDIVISION ON THE WEST SIDE OF CARTER BLVD IN MDU-20 ZONING DISTRICT.

C. COURTS

1. THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION, LLC FOR THE GREENHILL STREET FLUME PROJECT IN THE AMOUNT OF \$17,620.00.
2. CONSIDERATION OF APPROVAL OF THE LOW BID FROM LYLE MACHINERY FOR A PRE-OWNED BULLDOZER FOR THE AMOUNT OF \$140,000.00.
3. CONSIDERATION OF APPROVING THE SUMMARY CHANGE ORDER IN THE AMOUNT OF \$1,011.20 FOR HANNON LLC FOR THE BOARDTOWN VILLAGE BUS STOP.
4. CONSIDERATION OF APPROVING CHANGE ORDER #4 FOR THE MAIN STREET IMPROVEMENTS PROJECT IN THE AMOUNT OF AN \$84,894.32 INCREASE AND NO ADDITIONAL DAYS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 1, 2026 FOR FISCAL YEAR ENDING 9/30/26, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. REQUEST AUTHORIZATION TO REJECT ALL BIDS FOR JANITORIAL SERVICES FOR CITY HALL AND THE SANITATION DEPARTMENT AND TO ADVERTISE FOR A PART-TIME CUSTODIAN FOR BOTH LOCATIONS.

F. FIRE DEPARTMENT

1. THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST APPROVAL TO REIMBURSE AMANDA TAYLOR FOR TUITION REIMBURSEMENT EXPENSES. PLEASE SEE THE ATTACHED SUPPORTING DOCUMENTS.
2. REQUEST APPROVAL TO REIMBURSE LYLE MECASKEY FOR TUITION REIMBURSEMENT EXPENSES. PLEASE SEE THE ATTACHED SUPPORTING DOCUMENTS.
3. REQUEST AUTHORIZATION TO HIRE STEPHEN KACHELMAN AS ASSOCIATE CITY ENGINEER/PROJECT MANAGER IN THE ENGINEERING DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE WILLIAM SHANE GRANTHAM AS MANAGER - BILLING IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE PATRICIA YOUNG AS A TEMPORARY - PART-TIME - CUSTODIAN IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE HAYES MCMULLEN AS FIREFIGHTER - NON-CERTIFIED IN THE STARKVILLE FIRE DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE DILLON RICHEY AS POLICE OFFICER - PRE ACADEMY IN THE STARKVILLE POLICE DEPARTMENT.
8. REQUEST AUTHORIZATION TO TRANSITION STUDENT INTERN POSITION TO REGULAR PART-TIME POSITION IN THE CITY CLERKS OFFICE.

H. INFORMATION TECHNOLOGY

1. THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO AMEND THE CONTRACT WITH PYRO SHOWS, INC FOR THE JULY 4TH COMMUNITY CELEBRATION AT CONERSTONE WITH AN INCREASE OF \$2,500.00 FOR A TOTAL OF \$18,250.00.

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 THE PUBLIC HEALTH SAFETY AND WELFARE OF THE COMMUNITY AND ARE THEREFORE PLACED ON THE PROPERTY MOWING/CLEANUP LIST:

- 77 CHOCTAW RD
- 216 HERBERT ST
- 1704 DOUGLAS MCARTHUR DR

K. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO TRANSFER TWO ZERO-TURN LAWN MOWERS SERIAL NUMBERS 402250153 AND 400397597 FROM THE PARKS DEPARTMENT TO THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST AUTHORIZATION TO DECLARE FIVE LAWN MOWERS AS SURPLUS PROPERTY, ADVERTISE THEM FOR SALE TO THE HIGHEST BIDDER OR SELL DIRECTLY TO THE SCRAP DEALER.
3. REQUEST APPROVAL FOR CONSIDERATION TO ENTER INTO AN AGREEMENT WITH WISE STAFFING GROUP

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST BIDS RECEIVED FOR SOURCE OF SUPPLY LISTING FOR STARKVILLE UTILITIES – ELECTRIC DIVISION AND WATER DIVISION JULY 1, 2026 THROUGH DECEMBER 31, 2026.
2. REQUEST AUTHORIZATION TO ACCEPT THE PRODUCT EVALUATION AGREEMENT WITH HONEYWELL TECHNOLOGIES FOR PILOT PROJECT OF CELLULAR BASED WATER METERS.
3. REQUEST AUTHORIZATION TO ACCEPT THE EMERGENCY PURCHASE IN ACCORDANCE WITH MS STATE STATUTE 31-7-13 FROM ELECTRIC MOTOR SALES & SERVICE IN THE AMOUNT NOT TO EXCEED \$7,475.00 FOR REPAIR AND REBUILD OF NON-POTABLE PUMP AT THE WASTEWATER TREATMENT PLANT.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CURRY WELL ELECTRICAL REHABILITATION PROJECT.
5. CONSIDERATION OF APPROVAL OF CHANGE ORDER #3 FOR A PRICE DECREASE OF \$39,150.00 FOR THE INFLUENT LIFT STATION REHABILITATION PROJECT FOR FINAL QUANTITY ADJUSTMENTS.

6. **REQUEST AUTHORIZATION TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS (RFQ) FROM QUALIFIED FIRMS TO PROVIDE GRANT MANAGEMENT CONSULTANT SERVICES FOR PROJECTS RELATED TO ELECTRIC INFRASTRUCTURE GRANTS.**

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. LAND ACQUISITION/SALE

XV. OPEN SESSION

XVI. RECESS UNTIL JULY 21, 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: 2-35:

2. CONSIDERATION OF THE MINUTES OF THE JUNE 12, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 12, 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 JUNE 16, 2026, RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 16, 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 THE RESOLUTION AUTHORIZING THE LIEN FOR 1710 ARROWHEAD DRIVE AS PROVIDED IN THE ATTACHMENTS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the resolution authorizing the lien for 1710 Arrowhead Drive as provided in the attachments” is enumerated, this consent item is thereby approved.

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

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN

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

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

Property Owner: Charlie Lewis and Wilma Jones

Address of Owner: 1710 Arrowhead Drive Starkville MS 39759

Parcel Number: 105L-00-011.00

Address of Violation: 1710 Arrowhead Drive

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

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

4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on **July 7, 2026**, adjudicated the actual cost of lot mowing to be **\$300**. This amount is assessed as a lien on the real property described above.

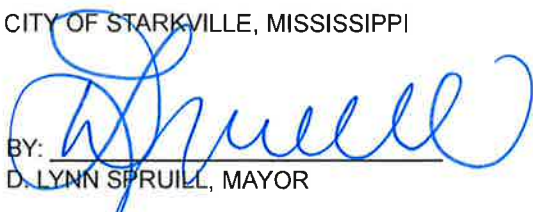
5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Mississippi, on this, the 7th day of July, 2026.

CITY OF STARKVILLE, MISSISSIPPI

BY: 

D. LYNN SPRUILL, MAYOR

ATTEST: 

JOANNA MCLAURIN, CITY CLERK

Lien Case: LIEN-26-8

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

LIEN

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

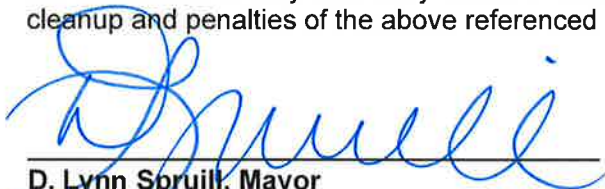
The said property located in the City of Starkville, Mississippi, owned by Charlie Lewis and Wilma Jones, being more particularly described as:

1710 Arrowhead Drive (PID #105L-00-011.00)

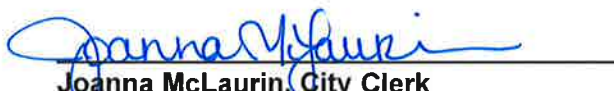
(See attached Exhibit "A")

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

Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of \$300.



D. Lynn Spruill, Mayor
City of Starkville, Mississippi



Joanna McLaurin, City Clerk
City of Starkville, Mississippi



Oktibbeha County, MS

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



Oktibbeha County Tax Assessor/Collector
JoHelen Walker

101 E. Main Street Ste. 103
39759 Starkville, MS
662-323-1273

Fax: 662-338-1066
Date Printed: 6/29/2026

PPIN:	7680
PARCEL_ID:	105L-00-011.00
OWNERNAME:	LEWIS CHARLIE & JONES WILMA
ADDRESS1:	1710 ARROWHEAD DR
ADDRESS2:	
CITY:	STARKVILLE
STATE:	MS
ZIP:	39759
SECTION:	21
TOWNSHIP:	18N
RANGE:	14E
LEGAL1:	LOT 3 DEERFIELD SUB
LEGAL2:	
LEGAL3:	
TAX_DIST:	4110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	25000
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	25000
IMP_VAL1:	45480
IMP_VAL2:	0
TOTALVALUE:	70480
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	2021
DEED_PAGE:	3529
DEED_DATE:	5/24/2021
SITUS_ADDR:	1710 ARROWHEAD DR

1710 Arrowhead Dr

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

5. REQUEST APPROVAL OF THE FAA 3-28-0068-035-2026 BIL GRANT TO CONSTRUCT A BOX HANGAR IN THE AMOUNT OF \$586,000.00 WITH A CITY MATCH OF \$5,397.37.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the FAA 3-28-0068-035-2026 BIL grant to construct a box hangar in the amount of \$586,000.00 with a city match of \$5,397.37” is enumerated, this consent item is thereby approved.

6. REQUEST EXTENSION OF MDOT MULTI-MODAL MM-0068-1325 SUPPLEMENTAL AGREEMENT NO. 1 THROUGH OCTOBER 1, 2027.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the extension of MDOT multi-modal MM-0068-1325 supplemental agreement no. 1 through October 1, 2027” is enumerated, this consent item is thereby approved.

7. REQUEST APPROVAL OF THE FAA 3-28-0068-034-2026 AIP GRANT TO EXTEND RUNWAY 18/36, PHASE 5 (PAVING AND LIGHTING); EXTEND TAXIWAY A, PHASE 2 (PAVING AND LIGHTING) IN THE AMOUNT OF \$3,960,799.00 WITH A CITY MATCH OF \$36,481.04.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the FAA 3-28-0068-034-2026 AIP grant to extend runway 18/36, phase 5 (paving and lighting); extend taxiway a, phase 2 (paving and lighting) in the amount of \$3,960,799.00 with a city match of \$36,481.04” is enumerated, this consent item is thereby approved.

8. REQUEST TO AWARD COOK AND SON LLC THE LOWEST AND BEST BID FOR THE PHASE II RUNWAY 18/36 AND TAXIWAY EXTENSION PROJECT IN THE AMOUNT OF \$3,748,762.22 FUNDED FROM THE FAA 2026 AIP GRANT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to award Cook and Son LLC the lowest and best bid for the phase II runway 18/36 and taxiway extension project in the amount of \$3,748,762.22 funded from the FAA 2026 AIP grant” is enumerated, this consent item is thereby approved.

9. DISCUSSION AND CONSIDERATION OF COA 26-02 A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 604 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval of COA 26-02 a request for a certificate of appropriateness at 604 Greensboro Street in the Greensboro historic district” is enumerated, this consent item is thereby approved.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Mississippi

Jackson Airports
District Office
10 Canebrake Blvd.,
Suite 100
Flowood, MS 39232

June 4, 2026

The Honorable Lynn Spruill
Mayor, City of Starkville, Mississippi
l.spruill@cityofstarkville.org

Dear Mayor Spruill:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-28-0068-035-2026 at George M Bryan Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 01, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project

expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Cole Farris, (769) 268-6962, cole.b.farris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

William J. Schuller

William J. Schuller
Acting Manager
Jackson Airports District Office



**U.S. Department
of Transportation
Federal Aviation
Administration**

**FEDERAL AVIATION ADMINISTRATION
FY 2026
AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date June 4, 2026

Airport/Planning Area George M Bryan Airport

Airport Grant Number 3-28-0068-035-2026

Unique Entity Identifier JD6GFW5BX1L3

TO: City of Starkville, Mississippi
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated May 15, 2026, for a grant of federal funds for a project at or associated with George M Bryan Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the George M Bryan Airport (herein called the "Project") consisting of the following:

Construct Box Hangar (±6,500 s.f.)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure

Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$586,000.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$0 for planning

\$586,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

- 2. Grant Performance.** This agreement is subject to the following federal award requirements:

a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.
- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. **Appropriation Period of Availability and Expenditure:**

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
- ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
- iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

- 5. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
- 7. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
- 8. Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before July 01, 2026, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds and Mandatory Disclosure.**
- a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;

- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - 4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 1. Associated with the performance under this grant; or
 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 1. Associated with the performance under this grant; or
 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.
 - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
 - iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
 - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

- b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

- 23. Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 01, 2022, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.
- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49

USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

- 31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

- 32. Plans and Specifications Prior to Bidding.** The sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
- 33. Plans and Specifications Approval Based Upon Certification.** The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:
- a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.
- 34. Grants Issued on Estimates.** The sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for Construct Box Hangar ($\pm 6,500$ s.f.); and the parties agree that within 120 days from the date of acceptance of this Grant Offer, the sponsor will receive bids for Construct Box Hangar ($\pm 6,500$ s.f.) contained within the project description, which is more fully described in the Project Application. If, after the sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000.00 or five percent, whichever is greater based on the actual bid prices received, the FAA can issue a letter to the sponsor unilaterally reducing the maximum obligation. The sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.
- 35. Construction Safety Phasing Plan.** In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.
- 36. Usable Unit of Development.** The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

William J. Schuller

(Signature)

William J. Schuller

(Typed Name)

Acting Manager, FAA JAN ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated June 11, 2026

City of Starkville, Mississippi

(Name of Sponsor)



Lynn Spruill (06/11/2026 13:26:34 CDT)

(Signature of Sponsor's Authorized Official)

By: Lynn Spruill

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Berkley N. Huskison, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at June 16, 2026

Berkley N. Huskison
 By: Berkley N. Huskison (06/16/2026 11:14:07 CDT)
 (Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.**1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Starkville**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
- 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of May 15, 2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

**MISSISSIPPI TRANSPORTATION COMMISSION
MULTI-MODAL FUNDING AGREEMENT
Project No. MM-0068-1325
George M. Bryan Field**

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement No. 1, is made by and between the City of Starkville ("RECIPIENT") and the Mississippi Transportation Commission ("COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT"), effective as of the date of latest execution below.

WHEREAS, the RECIPIENT and the COMMISSION previously entered into a Multi-Modal Agreement for the funding of Airport Multimodal Project No. MM-0068-1325, dated on or about August 16, 2024 ("AGREEMENT"); and

WHEREAS, according to the terms, the AGREEMENT is set to remain in effect for twenty-four (24) consecutive months from the date of execution; and

WHEREAS, the COMMISSION and the RECIPIENT have determined that it is necessary to amend the AGREEMENT to extend the term through October 1, 2027.

NOW THEREFORE IT IS AGREED: Section XIX General Provisions (Page 11) of the AGREEMENT is amended as follows:

The RECIPIENT's acceptance of this AGREEMENT shall be evidenced by execution of this AGREEMENT by a duly authorized representative of the RECIPIENT, and said acceptance shall comprise an Airport MULTI-MODAL FUNDING AGREEMENT. It shall become effective upon the date of RECIPIENT's acceptance and shall remain in effect through October 1, 2027, following execution by the Executive Director of the Mississippi Department of Transportation. Any unspent funds remaining at the end of this AGREEMENT shall automatically revert to the COMMISSION.

This Supplemental Agreement #1 in no way modifies or changes the original Contract Agreement of which it becomes a part, except as specifically stated herein.

SUPPLEMENTAL AGREEMENT NO. 1

George M. Bryan Field
Project No. MM-0068-1325

City of Starkville



Director/Authorized Representative

7/7/26

Date

Lynn Spruill

Typed/Printed Name



Attest

7/7/26

Date

Joanna McLaurin

Typed/Printed Name

MISSISSIPPI TRANSPORTATION COMMISSION

By the duly authorized Executive Director of the Mississippi Department of Transportation

Brad White
Executive Director

MTC Bk _____ Pg _____

Date



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Mississippi

Jackson Airports
District Office
10 Canebrake Blvd.,
Suite 100
Flowood, MS 39232

June 29, 2026

The Honorable Lynn Spruill
Mayor, City of Starkville, Mississippi
l.spruill@cityofstarkville.org

Dear Mayor Spruill:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-28-0068-034-2026 at George M Bryan Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 15, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date, four (4) years from the grant execution date. We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project

expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. A SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Cole Farris, (769) 268-6962, cole.b.farris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



William J. Schuller
Acting Manager
Jackson Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

**FEDERAL AVIATION ADMINISTRATION
FY 2026
AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date June 29, 2026

Airport/Planning Area George M Bryan Airport

Airport Grant Number 3-28-0068-034-2026

Unique Entity Identifier JD6GFW5BX1L3

TO: City of Starkville, Mississippi
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 04, 2026, for a grant of federal funds for a project at or associated with the George M Bryan Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the George M Bryan Airport (herein called the "Project") consisting of the following:

**Extend Runway 18/36, Phase 5 (Paving and Lighting);
Extend Taxiway A, Phase 2 (Paving and Lighting)**

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024

(Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$3,960,799.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$0 for planning

\$3,960,799 for airport development or noise program implementation; and,

\$0 for land acquisition.

- 2. Grant Performance.** This agreement is subject to the following federal award requirements:

a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.
- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
- ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
- iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before July 15, 2026, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.**13. Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.**15. Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.**16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.**17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

- b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - 4. Charging recruited employees a placement or recruitment fee; or
 - 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
- i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
- i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.
 - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

- iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

- 23. Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 01, 2022, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.
- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.

- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Lighting. The sponsor must operate and maintain lighting systems during the useful life of the system in accordance with applicable FAA standards.

33. Airport - Owned Visual or Electronic Navigation Aids in Project. The sponsor agrees that it will:

- a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 USC § 44502(e);
- b. Prior to commissioning, assure the equipment meets the FAA's standards; and
- c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

34. Project Containing Paving Work in Excess of \$500,000. The sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:
 - i The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - ii Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - iii Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 - iv Qualifications of engineering supervision and construction inspection personnel;
 - v A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

- vi Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - a) Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - b) Failure to provide a complete report as described above, or failure to perform such tests will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - c) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

35. Plans and Specifications Approval Based Upon Certification. The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

- a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
- b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
- c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

36. Construction Safety Phasing Plan. In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you agree you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

William J. Schuller

(Signature)

William J. Schuller

(Typed Name)

Acting Manager, FAA JAN ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

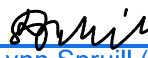
Please read the following information: By signing this document, you agree you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated July 8, 2026

City of Starkville Mississippi

(Name of Sponsor)


Lynn Spruill (07/08/2026 08:49:26 CDT)

(Signature of Sponsor's Authorized Official)

By: Lynn Spruill

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Berkley N. Huskison, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you agree you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at July 13, 2026

By: Berkley N. Huskison
 Berkley N. Huskison (07/13/2026 14:25:59 CDT)
 (Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.**1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for use of airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Starkville**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 04, 2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
HISTORIC PRESERVATION COMMISSION
PLANNING@CITYOFSTARKVILLE.ORG
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Historic Preservation Commission
From: Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Subject: Discussion and Consideration of COA 26-02 a request for a Certificate of Appropriateness at 604 Greensboro Street in the Greensboro Historic District.
Date: July 23, 2026

The purpose of this report is to provide information regarding Certificate of Appropriateness request by Tyson Langston for a request to make minor changes to roofing at 604 Greensboro Street within the Greensboro Historic District. The property is currently zoned TN-E with the property #118N-00-115.00. Please see attachments 1- 4.

COA REQUEST:

The applicant is requesting a Certificate of Appropriateness to:

1. Changing roofing to metal over the front porch and bay window.

COA HISTORY:

None.

ANALYSIS:

The Unified Development Code Section 3.16.1 provides criteria for issuance of a Certificate of Appropriateness request:

3.16.1. Criteria for issuance of certificates of appropriateness.

The Historic Preservation Commission and the Board of Aldermen shall use the following criteria in approving or denying a certificate of appropriateness:

A. General factors criteria

1. Architectural design of the existing building, structure, or appurtenance and proposed alteration
2. Historical significance of the resource
3. General appearance of the resource
4. Condition of the resource
5. Materials composing the resource
6. Size of the resource
7. The relationship of the above factors, and their effect upon the immediate surroundings and, if within a historic district, upon the district as a whole and its architectural and historical character and integrity.

B. New construction criteria

1. In advance of new construction, steps shall be taken to ensure evaluation of possible archaeological resources, as set forth in the Mississippi Antiquities Act.
2. The following aspects of new construction shall be visually compatible with the buildings and environment with which the new construction is visually related, including but not limited to: the height, the gross volume, the proportion between the width and height of the facade(s), the proportions and relationship between doors and windows, the rhythm of solids to voids created by openings in the facade, materials, textures, colors, patterns, trims, and design of the roof.
3. Existing rhythm created by existing building masses and spaces between them shall be preserved.
4. The landscape plan shall be compatible with the resource, and it shall be visually compatible with the environment with which it is visually related. Landscaping shall also not prove detrimental to the fabric of a resource, or adjacent public or private improvements like sidewalks and walls.
5. No specific architectural style shall be required.

C. Exterior alteration criteria

1. All exterior alterations to a building, structure, object, site, or landscape feature shall be compatible with the historic resource itself and other resources with which it is related, and the original design of a building, structure, object, or landscape feature shall be considered in applying these standards.
2. Exterior alterations shall not affect the architectural character or historic quality of a landmark and shall not destroy the significance of landmark sites.

D. Demolition criteria. In considering an application for the demolition of a landmark or a historic resource within a historic district, the following shall be considered:

1. The Historic Preservation Commission shall consider the individual architectural, cultural, and/or historical significance of the historic resource.
2. The Historic Preservation Commission shall consider the importance or contribution of the resource to the architectural character of the district.
3. The Historic Preservation Commission shall consider the importance or contribution of the resource to neighboring property values.
4. The Historic Preservation Commission shall consider the difficulty or impossibility of reproducing such a resource because of its texture, design, material, or detail.
5. Following recommendation for approval of demolition, the applicant must seek approval of replacement plans, set forth in Section 3.16.1 B, prior to receiving a demolition permit and other permits. Replacement plans for this purpose shall include, but shall not be restricted to, project concept, preliminary elevations and site plans, and completed working drawings for at least the foundation plan which will enable the applicant to receive a permit for foundation construction.
6. Applicants that have received approval for demolition shall be permitted to receive a demolition permit from the Building Department, following the approval of a certificate of appropriateness by the Board of Aldermen,

approval by appropriate city departments, and approval by any other agency that has jurisdiction over the resource. Permits for demolition and construction shall be issued simultaneously if requirements of the Unified Development Code are met, and the applicant provides financial proof of his ability to complete the project.

STANDARDS FOR STARKVILLE'S HISTORIC DISTRICTS RECOMMENDS:

ADDITIONS TO HISTORIC BUILDINGS

An addition to a historic structure can be visually disruptive. Before contemplating an addition look for ways to alter nonsignificant interior spaces to accommodate new needs. If that is not possible, new additions should be made in a manner that preserves the character and detailing of the historic building. A new addition should not be radically different, nor should it mimic exactly the appearance of the historic building. A new addition should be clearly differentiated from the old, so the addition reads as an addition and not as part of the historic building. A new addition to a historic building is considered to be successful if it preserves significant historic materials and features, preserves the existing historic character, and protects the historic significance by making a visual distinction between what is old and what is new.

Existing additions should be preserved if they are over fifty years old or were done without sacrifice to the architectural integrity of the historic building. However, not all additions are significant and worthy of preservation. Many later additions were poorly designed and constructed and they detracted from the original form, materials, or craftsmanship of the historic building to which they were added.

Many new additions are needed as modern bathrooms, kitchens, and additional living space. Some historic houses simply cannot accommodate the necessities of modern living within the existing exterior walls. If the house has a rear porch, an option to provide more interior space would be to enclose all or a portion of the porch, being careful not to alter the character defining features of the porch. An addition should be designed so it is secondary to the original building. It should be smaller than the original building and sited in a secondary position, such as on the rear or an inconspicuous side. It should be made of materials similar to those on the historic building. Adding a brick addition to a historic frame building is inappropriate because the texture and color of the brick will draw attention to the addition. Likewise, roof material should be similar. If siding materials on the addition matches those on the original structure, vertical trim should be used to visually differentiate the junction between old and new sections. Existing corner boards and trim elements

The scale and rhythm of features on the historic building should be incorporated into the addition design. Using similar height lines for doors and windows and a similar rhythm of the openings will help the addition harmonize with the historic building. Architectural detailing should complement rather than exactly duplicate the

detailing of the historic resource. If the historic building has an elaborate Queen Anne- or Colonial Revival-style doorway, the entrance to a new addition should be compatible but plain, to keep the focus on the historic doorway.

Any new addition should be designed to be reversible without significant damage being done to the historic building or any loss of its architectural detailing. For example, if an addition or porch enclosure obscures an original window, retain the window in place and close the shutter. If built-ins in a new addition or enclosure of a porch renders an original doorway inoperable, retain the doorway and convert it into a shallow closet with shelving.

Generally, the most successful way to add space to a historic building is to construct a small hyphen or connector to the addition from the house. This results in minimal damage to the historic building and clearly differentiates the new from the old. When added to a historic house, the hyphen sometimes takes the form of a covered walkway, which can be sided with lattice or jalousies. Connectors between historic commercial buildings and additions sometimes include glass walls, which leave the exterior wall of the historic building visible. Architectural hyphens or connectors should be recessed from the streetscape.

SECRETARY OF THE INTERIOR'S RECOMMENDATIONS -NEW ADDITIONS TO HISTORIC BUILDINGS

Recommended:

Placing functions and services required for the new use in non-character-defining interior spaces rather than constructing a new addition.

Not Recommended:

Expanding the size of the historic building by constructing a new addition when the new use could be met by altering non -character defining interior spaces.

Recommended:

Constructing a new addition so that there is the least possible loss of historic materials and so that character defining features are not obscured, damaged, or destroyed.

Not Recommended:

Attaching a new addition so that the character-defining features of the historic building are obscured, damaged, or destroyed.

Recommended:

Locating the attached exterior addition at the rear or on an inconspicuous side of a historic building; and limiting its size and scale in relationship to the historic building.

Not Recommended:

Designing a new addition so that its size and scale in relation to the historic building are out of proportion, thus diminishing the historic character.

Recommended:

Designing new additions in a manner that makes clear what is historic and what is new.

Not Recommended:

Duplicating the exact form, material, style, and detailing of the historic building in the new addition so that the new work appears to be part of the historic building. Imitating a historic style or period of architecture in new additions, especially for contemporary uses such as drive-in banks or garages.

Recommended:

Considering the attached exterior addition both in terms of the new use and the appearance of other buildings in the historic district or neighborhood. Design for the new work may be contemporary or may reference design motifs from the historic building. In either case, it should always be clearly differentiated from the historic building and be compatible in terms of mass, materials, relationship of solids to voids, and color.

APPENDIX B: LANDSCAPE RECOMMENDATIONS**SIDEWALKS, WALKWAYS, DRIVEWAYS, COURTYARDS, AND PATIOS**

Paved sidewalks, walkways, driveways, courtyards, and patios are all landscape features that are associated with urban buildings. Rural communities generally had graveled drives and graveled walks, with brick used sparingly as an exterior paving material.

In more urban areas, brick was the most common paving material in the nineteenth century, and it was typically laid without mortar on a bed of sand. The use of concrete as a paving material for sidewalks, walkways, and driveways began in the early twentieth century.

REPLACEMENT, ALTERATION, AND INSTALLATION

If repairing historic paving is not possible, new paving should be installed to match the deteriorated original paving in color and size.

Driveways and parking areas paved with concrete are usually additions to historic buildings built before 1920. Excepting patios and courtyards, the installation of new paving is generally a response to the growing number of cars. In accommodating new driveways, parking areas, and walkways, property owners should consider the historic character of the site and the setting, as well as the materials used for paving. New paved driveways and parking areas need to be as unobtrusive as possible.

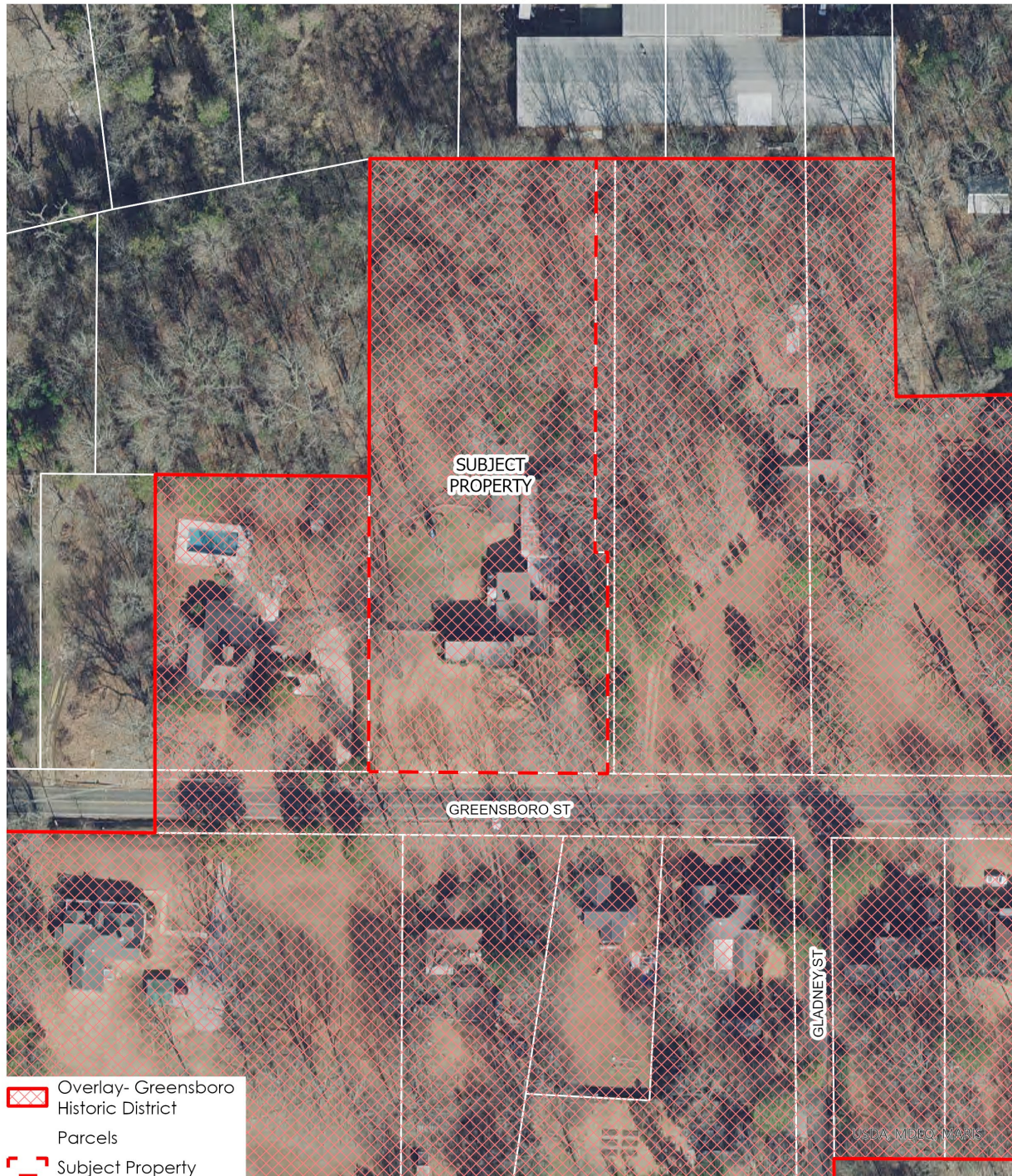
Install new paved driveways or parking areas in the least conspicuous part of the historic property. Circular driveways or parking areas should not be installed in front of historic buildings, unless historically documented. The paving of a long gravel

driveway is also inappropriate because it gives historic properties a modern subdivision appearance. Asphalt is not an appropriate paving material for driveways and parking areas on historic properties. Also inappropriate is concrete stamped to resemble brick or cobblestone paving. Recommended paving materials are red brick, concrete, and exposed-aggregate concrete.

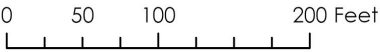
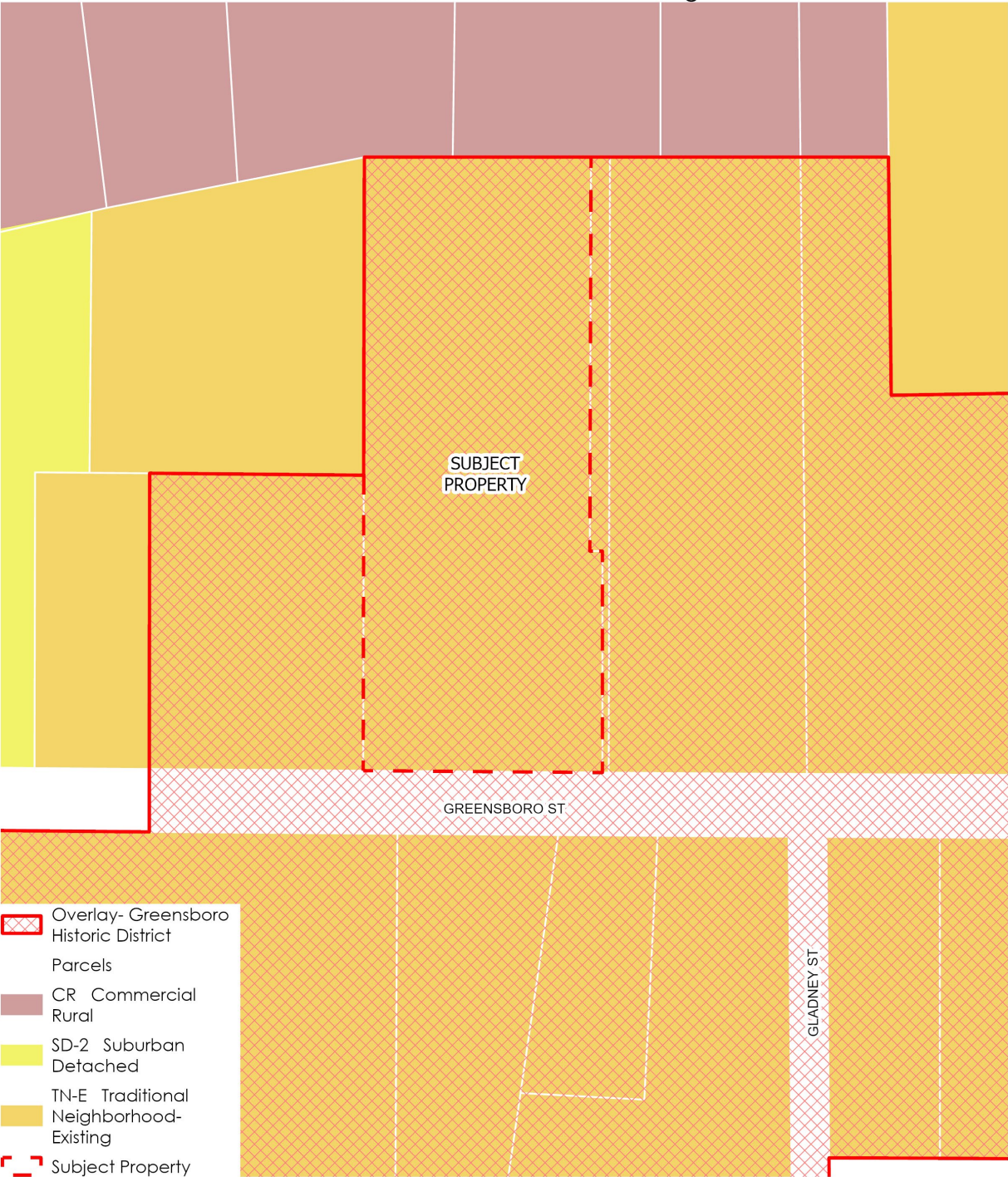
Concrete driveway strips were very popular in the early twentieth century and should be maintained if existing as they are historic in nature and provide less of a visual impact than a Full driveway of concrete.

New brick sidewalks, walkways, and driveways for historic properties, should have butt-jointed bricks, or bricks laid without mortar joints. Brick paving is easier to maintain and repair without mortar joints. Bricks can be laid in sand atop a concrete base to provide a level surface. Historically, herringbone was the most popular brick paving pattern. Normally bricks in this pattern were held in place by a border of bricks laid on end.

Attachment 1- COA 26-02 Aerial



Attachment 2 - COA 26-02 Zoning



Attachment 3 – Areas Requested for Change



Attachment 4 – Proposed Change Example



10. DISCUSSION AND CONSIDERATION OF COA 26-03 A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 521 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval of COA 26-03 a request for a certificate of appropriateness at 521 Greensboro Street in the Greensboro historic district” is enumerated, this consent item is thereby approved.

11. DISCUSSION AND CONSIDERATION OF REAPPOINTING VICKI WEST, WARD 2, TO THE PLANNING AND ZONING COMMISSION.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval of reappointing Vicki West, Ward 2, to the Planning and Zoning Commission” is enumerated, this consent item is thereby approved.

12. DISCUSSION AND CONSIDERATION OF FP 26-04 A REQUEST FOR FINAL PLAT APPROVAL FOR “WESTERN CROSSING DEVELOPMENT PHASE II, 1ST REV.” SUBDIVISION ON THE WEST SIDE OF CARTER BLVD IN MDU-20 ZONING DISTRICT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval of FP 26-04 a request for final plat approval for “Western Crossing Development phase II, 1st rev.” subdivision on the west side of Carter Blvd in MDU-20 zoning district” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF APPROVING THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION, LLC FOR THE GREENHILL STREET FLUME PROJECT IN THE AMOUNT OF \$17,620.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval the low quote from Groundstone Construction, LLC for the Greenhill Street flume project in the amount of \$17,620.00” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF APPROVAL OF THE LOW BID FROM LYLE MACHINERY FOR A PRE-OWNED BULLDOZER FOR THE AMOUNT OF \$140,000.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the low bid from Lyle Machinery for a pre-owned bulldozer for the amount of \$140,000.00” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF APPROVING THE SUMMARY CHANGE ORDER IN THE AMOUNT OF \$1,011.20 FOR HANNON LLC FOR THE BOARDTOWN VILLAGE BUS STOP.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the summary change order in the amount of \$1,011.20 for Hannon LLC for the Boardtown Village bus stop” is enumerated, this consent item is thereby approved.



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STAFF REPORT

To: Members of the Historic Preservation Commission
From: Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Subject: Discussion and Consideration of COA 26-03 a request for a Certificate of Appropriateness at 521 Greensboro Street in the Greensboro Historic District.
Date: June 23, 2026

The purpose of this report is to provide information regarding Certificate of Appropriateness request by Emily and Robert Camp for minor exterior changes to exterior siding, finishes, porches, windows, doors, and shutters at 521 Greensboro Street within the Greensboro Historic District. The property is currently zoned TN-E with the property #102B-00-117.00. Please see attachments 1-9.

The applicant requests a Certificate of Appropriateness to make several exterior modifications to the front and side facades of the residence. Proposed improvements include replacing an existing side entry door on the front façade with a window relocated from the side porch, restoring the appearance of a historically existing window opening. The applicant also proposes modifications to the front porch railing to eliminate the gaps between the railing and porch columns adjacent to the front staircase.

Additional improvements include the construction of a screened porch on the left side of the front façade in a location where a screened porch historically existed. The screened porch will include screening and a privacy shutter wall along the eastern elevation adjacent to the neighboring driveway. Finally, the applicant proposes removing an existing door on the side porch and replacing it with siding that matches the existing exterior siding material. These changes are intended to enhance the functionality of the residence while maintaining compatibility with the historic character of the property.

COA REQUEST:

The applicant is requesting a Certificate of Appropriateness to:

1. Modify Exterior Siding, finishes, and masonry.
2. Modify windows and dormers.
3. Modify porches, decks, and balconies.
4. Modify exterior doors and windows.
5. Modify shutters.

COA HISTORY:

None.

ANALYSIS:

The Unified Development Code Section 3.16.1 provides criteria for issuance of a Certificate of Appropriateness request:

3.16.1. Criteria for issuance of certificates of appropriateness.

The Historic Preservation Commission and the Board of Aldermen shall use the following criteria in approving or denying a certificate of appropriateness:

A. General factors criteria

1. Architectural design of the existing building, structure, or appurtenance and proposed alteration
2. Historical significance of the resource
3. General appearance of the resource
4. Condition of the resource
5. Materials composing the resource
6. Size of the resource
7. The relationship of the above factors, and their effect upon the immediate surroundings and, if within a historic district, upon the district as a whole and its architectural and historical character and integrity.

B. New construction criteria

1. In advance of new construction, steps shall be taken to ensure evaluation of possible archaeological resources, as set forth in the Mississippi Antiquities Act.
2. The following aspects of new construction shall be visually compatible with the buildings and environment with which the new construction is visually related, including but not limited to: the height, the gross volume, the proportion between the width and height of the facade(s), the proportions and relationship between doors and windows, the rhythm of solids to voids created by openings in the facade, materials, textures, colors, patterns, trims, and design of the roof.
3. Existing rhythm created by existing building masses and spaces between them shall be preserved.
4. The landscape plan shall be compatible with the resource, and it shall be visually compatible with the environment with which it is visually related. Landscaping shall also not prove detrimental to the fabric of a resource, or adjacent public or private improvements like sidewalks and walls.
5. No specific architectural style shall be required.

C. Exterior alteration criteria

1. All exterior alterations to a building, structure, object, site, or landscape feature shall be compatible with the historic resource itself and other resources with which it is related, and the original design of a building, structure, object, or landscape feature shall be considered in applying these standards.
2. Exterior alterations shall not affect the architectural character or historic quality of a landmark and shall not destroy the significance of landmark sites.

D. Demolition criteria.

In considering an application for the demolition of a landmark or a historic resource within a historic district, the following shall be considered:

1. The Historic Preservation Commission shall consider the individual architectural, cultural, and/or historical significance of the historic resource.
2. The Historic Preservation Commission shall consider the importance or contribution of the resource to the architectural character of the district.
3. The Historic Preservation Commission shall consider the importance or contribution of the resource to neighboring property values.

4. The Historic Preservation Commission shall consider the difficulty or impossibility of reproducing such a resource because of its texture, design, material, or detail.
5. Following recommendation for approval of demolition, the applicant must seek approval of replacement plans, set forth in Section 3.16.1 B, prior to receiving a demolition permit and other permits. Replacement plans for this purpose shall include, but shall not be restricted to, project concept, preliminary elevations and site plans, and completed working drawings for at least the foundation plan which will enable the applicant to receive a permit for foundation construction.
6. Applicants that have received approval for demolition shall be permitted to receive a demolition permit from the Building Department, following the approval of a certificate of appropriateness by the Board of Aldermen, approval by appropriate city departments, and approval by any other agency that has jurisdiction over the resource. Permits for demolition and construction shall be issued simultaneously if requirements of the Unified Development Code are met, and the applicant provides financial proof of his ability to complete the project.

STANDARDS FOR STARKVILLE'S HISTORIC DISTRICTS RECOMMENDS:

ADDITIONS TO HISTORIC BUILDINGS

An addition to a historic structure can be visually disruptive. Before contemplating an addition look for ways to alter nonsignificant interior spaces to accommodate new needs. If that is not possible, new additions should be made in a manner that preserves the character and detailing of the historic building. A new addition should not be radically different, nor should it mimic exactly the appearance of the historic building. A new addition should be clearly differentiated from the old, so the addition reads as an addition and not as part of the historic building. A new addition to a historic building is considered to be successful if it preserves significant historic materials and features, preserves the existing historic character, and protects the historic significance by making a visual distinction between what is old and what is new.

Existing additions should be preserved if they are over fifty years old or were done without sacrifice to the architectural integrity of the historic building. However, not all additions are significant and worthy of preservation. Many later additions were poorly designed and constructed and they detracted from the original form, materials, or craftsmanship of the historic building to which they were added.

Many new additions are needed as modern bathrooms, kitchens, and additional living space. Some historic houses simply cannot accommodate the necessities of modern living within the existing exterior walls. If the house has a rear porch, an option to provide more interior space would be to enclose all or a portion of the porch, being careful not to alter the character defining features of the porch. An addition should be designed so it is secondary to the original building. It should be smaller than the original building and sited in a secondary position, such as on the rear or an inconspicuous side. It should be made of materials similar to those on the historic building. Adding a brick addition to a historic frame building is inappropriate because the texture and color of the brick will draw attention to the addition. Likewise, roof material should be similar. If siding materials on the addition matches those on the original structure, vertical trim should be used to visually differentiate the junction between old and new sections. Existing corner boards and trim elements

The scale and rhythm of features on the historic building should be incorporated into the addition design. Using similar height lines for doors and windows and a similar rhythm of the openings will help the addition harmonize with the historic building. Architectural detailing should complement rather than exactly duplicate the detailing of the historic resource. If the historic building has an elaborate Queen Anne- or Colonial Revival-style doorway, the entrance to a new addition should be compatible but plain, to keep the focus on the historic doorway.

Any new addition should be designed to be reversible without significant damage being done to the historic building or any loss of its architectural detailing. For example, if an addition or porch enclosure obscures an original window, retain the window in place and close the shutter. If built-ins in a new addition or enclosure of a porch renders an original doorway inoperable, retain the doorway and convert it into a shallow closet with shelving.

Generally, the most successful way to add space to a historic building is to construct a small hyphen or connector to the addition from the house. This results in minimal damage to the historic building and clearly differentiates the new from the old. When added to a historic house, the hyphen sometimes takes the form of a covered walkway, which can be sided with lattice or jalousies. Connectors between historic commercial buildings and additions sometimes include glass walls, which leave the exterior wall of the historic building visible. Architectural hyphens or connectors should be recessed from the streetscape.

SECRETARY OF THE INTERIOR'S RECOMMENDATIONS -NEW ADDITIONS TO HISTORIC BUILDINGS

Recommended:

Placing functions and services required for the new use in non-character-defining interior spaces rather than constructing a new addition.

Not Recommended:

Expanding the size of the historic building by constructing a new addition when the new use could be met by altering non -character defining interior spaces.

Recommended:

Constructing a new addition so that there is the least possible loss of historic materials and so that character defining features are not obscured, damaged, or destroyed.

Not Recommended:

Attaching a new addition so that the character-defining features of the historic building are obscured, damaged, or destroyed.

Recommended:

Locating the attached exterior addition at the rear or on an inconspicuous side of a historic building; and limiting its size and scale in relationship to the historic building.

Not Recommended:

Designing a new addition so that its size and scale in relation to the historic building are out of proportion, thus diminishing the historic character.

Recommended:

Designing new additions in a manner that makes clear what is historic and what is new.

Not Recommended:

Duplicating the exact form, material, style, and detailing of the historic building in the new addition so that the new work appears to be part of the historic building. Imitating a historic style or period of architecture in new additions, especially for contemporary uses such as drive-in banks or garages.

Recommended:

Considering the attached exterior addition both in terms of the new use and the appearance of other buildings in the historic district or neighborhood. Design for the new work may be contemporary or may reference design motifs from the historic building. In either case, it should always be clearly differentiated from the historic building and be compatible in terms of mass, materials, relationship of solids to voids, and color.

APPENDIX B: LANDSCAPE RECOMMENDATIONS**SIDEWALKS, WALKWAYS, DRIVEWAYS, COURTYARDS, AND PATIOS**

Paved sidewalks, walkways, driveways, courtyards, and patios are all landscape features that are associated with urban buildings. Rural communities generally had graveled drives and graveled walks, with brick used sparingly as an exterior paving material.

In more urban areas, brick was the most common paving material in the nineteenth century, and it was typically laid without mortar on a bed of sand. The use of concrete as a paving material for sidewalks, walkways, and driveways began in the early twentieth century.

REPLACEMENT, ALTERATION, AND INSTALLATION

If repairing historic paving is not possible, new paving should be installed to match the deteriorated original paving in color and size.

Driveways and parking areas paved with concrete are usually additions to historic buildings built before 1920. Excepting patios and courtyards, the installation of new paving is generally a response to the growing number of cars. In accommodating new driveways, parking areas, and walkways, property owners should consider the historic character of the site and the setting, as well as the materials used for paving. New paved driveways and parking areas need to be as unobtrusive as possible.

Install new paved driveways or parking areas in the least conspicuous part of the historic property. Circular driveways or parking areas should not be installed in front of historic buildings, unless historically documented. The paving of a long gravel driveway is also inappropriate because it gives historic properties a modern subdivision appearance. Asphalt is not an appropriate paving material for driveways and parking areas on historic properties. Also inappropriate is concrete stamped to resemble brick or cobblestone paving. Recommended paving materials are red brick, concrete, and exposed-aggregate concrete.

Concrete driveway strips were very popular in the early twentieth century and should be maintained if existing as they are historic in nature and provide less of a visual impact than a

full driveway of concrete.

New brick sidewalks, walkways, and driveways for historic properties, should have butt-jointed bricks, or bricks laid without mortar joints. Brick paving is easier to maintain and repair without mortar joints. Bricks can be laid in sand atop a concrete base to provide a level surface. Historically, herringbone was the most popular brick paving pattern. Normally bricks in this pattern were held in place by a border of bricks laid on end.

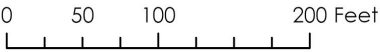
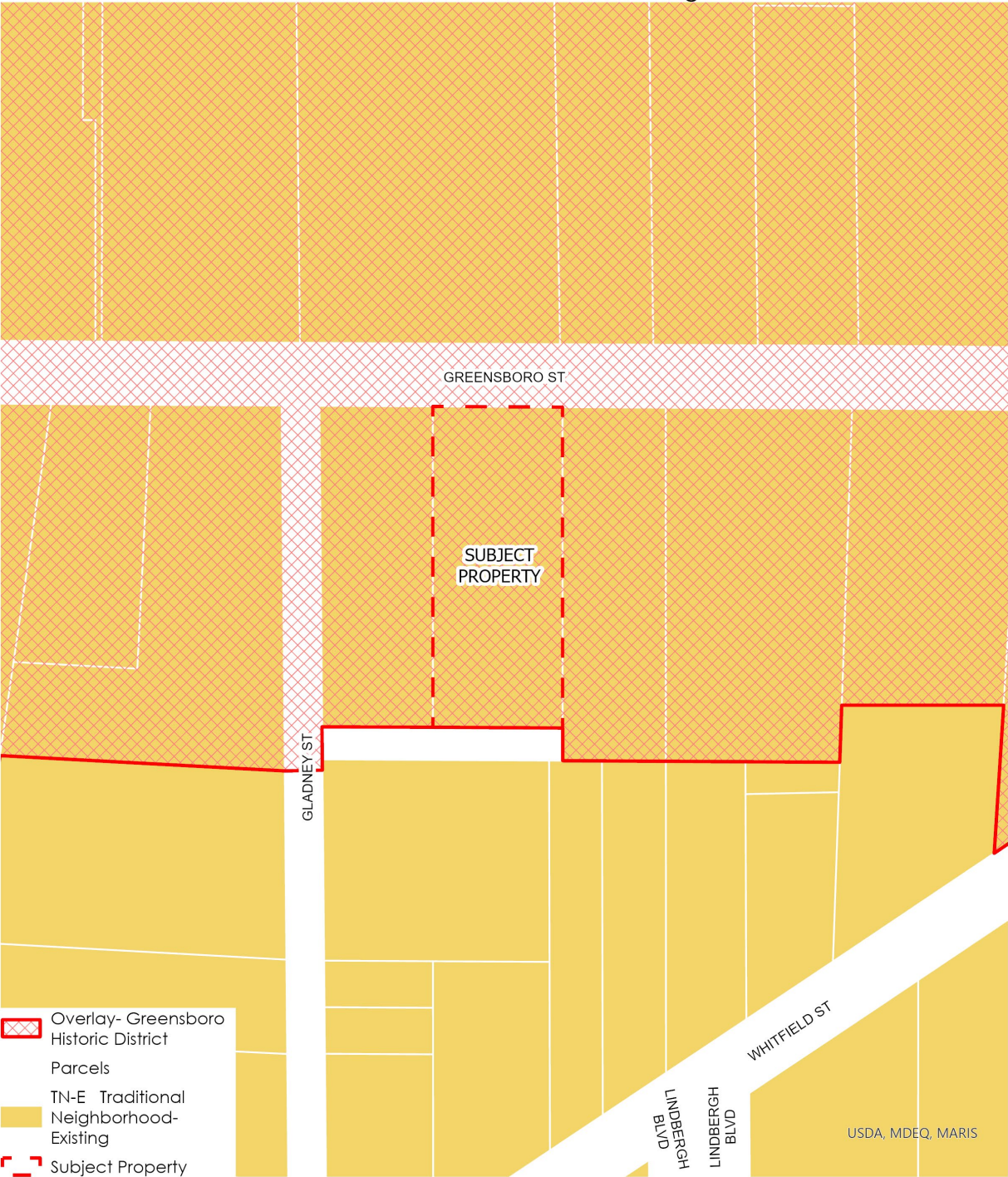
Attachment 1- COA 26-03 Aerial



0 50 100 200 Feet



Attachment 2 - COA 26-03 Zoning



Attachment 3 – Front Porch

This is a photo of the existing gap in our front porch railing.



Attachment 4 – Door to Window

This is the existing door to the right of the front entrance that we propose swapping with the window on the side porch.



This is the existing window on our side porch that we propose swapping with the door to the right of our front entrance.



Attachment 5 – Screened Front Porch

This is the existing facade at 521 Greensboro St.



This is a rendering of the proposed modifications to the exterior of 521 Greensboro St.



Attachment 6 – East Side Screened Porch

This is a conceptual rendering of the proposed modification to the east side of the screened in porch.



Attachment 7 – Door Removal to Siding

This is a photo of the door we are proposing to remove and replacing with siding to match the existing siding.



Attachment 8 – Additional Porch Photos

These are photos of the view of the porch from our neighbors driveway.



Attachment 9 – Additional Porch Photos Cont.

These are photos of what was left from the original screened in porch as evidenced by notches in the columns to accommodate the old screen frame.





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

STAFF REPORT

To: Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Discussion and consideration of FP 26-04 a request for Final Plat approval for
"Western Crossing Development Phase II, 1st Rev." subdivision on the west side
of Carter Blvd in MDU-20 zoning district
Date: July 7, 2026

The purpose of this report is to provide information regarding a Final Plat request by Brett Brasher on behalf of Beacon Place Starkville, LLC for the "Western Crossing Development Phase II, 1st Rev." Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant is proposing a multi-dwelling residential development on the west side of Carter Boulevard. The project involves aggregating and resubdividing three existing parcels within the Western Crossing Development Phase II subdivision, specifically Lot 4 (103J-08-001.20), Lot 10 (103J-08-001.00), and a portion of Lot 3 (103J-08-001.22), into proposed Lot 4A.

The recently approved multifamily development, Beacon Place, will consist of 252 units (totaling 452 bedrooms) across 50 single-story buildings. Infrastructure improvements include the construction of a new public road to provide future access to the undeveloped property to the north. Upon completion of this road, the property will be subdivided again to formally dedicate the right-of-way. During construction, the newly created lot will use a temporary construction address off Carter Boulevard. The property will be readdressed for 911 before completion of the development.

Previous Approvals:

- November 18, 2025: The entire area of proposed Lot 4A was rezoned to MDU-20 (transitioning from a mix of MDU-20 and C zoning).
- February 12, 2026: The Development Review Committee (DRC) initiated its review of the site plan, granting final approval on June 3, 2026.
- February 5, 2026: The DRC began reviewing the final plat. This review was placed on hold pending site plan approval.
- June 26, 2026: Following site plan approval, the DRC completed its final plat review and is now recommending the plat for approval.

GENERAL INFORMATION

- The proposed subdivision is located at on the west side of Carter Boulevard approximately 2,000 ft south of Abernathy Drive in an MDU-20 zoning district.
- The gross acreage is +/- 64.72 with a total of 1 lot.
- All easements and dedications are provided on the final plat.
- A temporary address has been issued for construction of the project. The property will be readdressed for 911 before completion of the development.
- Electrical service will be provided by 4 County.
- Potable water and sanitary sewer utility services will be provided by Starkville Utilities.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is a part of a previously platted subdivision, but all current owners of property involved in this subdivision are listed as signatories of the plat.

FINAL PLAT INFORMATION

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

ZONING DISTRICT INFORMATION

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	MDU-20
A1. Lot size per unit in sq. ft (min.)	6000
A2. Lot width (min.)	50'
A3. Lot width at corner (min.)	60'
B. Principal Building Setbacks	MDU-20
B1. Front setback	25' or infill standards
B2. Side setback (min.)	5' or infill standards
B3. Side setback corner lot (min.)	25'

B4. Rear setback (min.)	20'
B5. Rear setback adjacent to street or alley (min.)	20'
C. Accessory Dwelling Unit/Structure Setbacks	MDU-20
C1. Front setback	Behind rear wall of principal building
C2. Side setback	N/A
C3. Side setback corner lot (min.)	10'
C4. Rear setback	5', minimum of 10' from any structure
C5. Rear setback adjacent to alley for garages (min.)	20'
C6. Structures housing livestock (min.)	N/A
D. Parking Setbacks	MDU-20
D1. From primary street	Behind front wall of principal building
E. Height	MDU-20
E1. Principal building(s) (max)	30', 2 story
E2. Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3. Accessory structure agricultural use	N/A
F. Pedestrian Access	MDU-20
F1. Street-facing primary entrance along street	yes

CONDITIONS OF APPROVAL

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

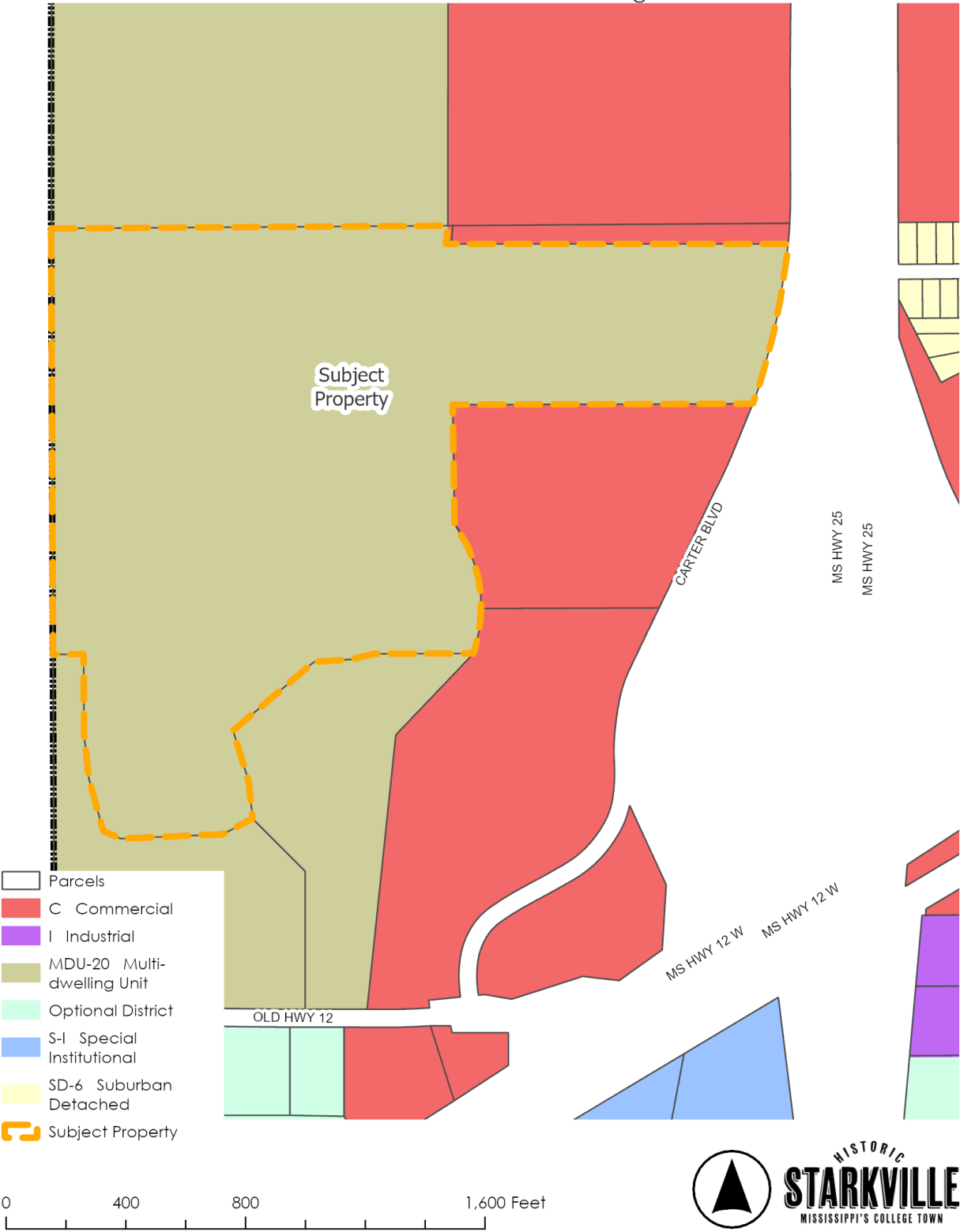
Attachment 1- FP 26-04 Aerial



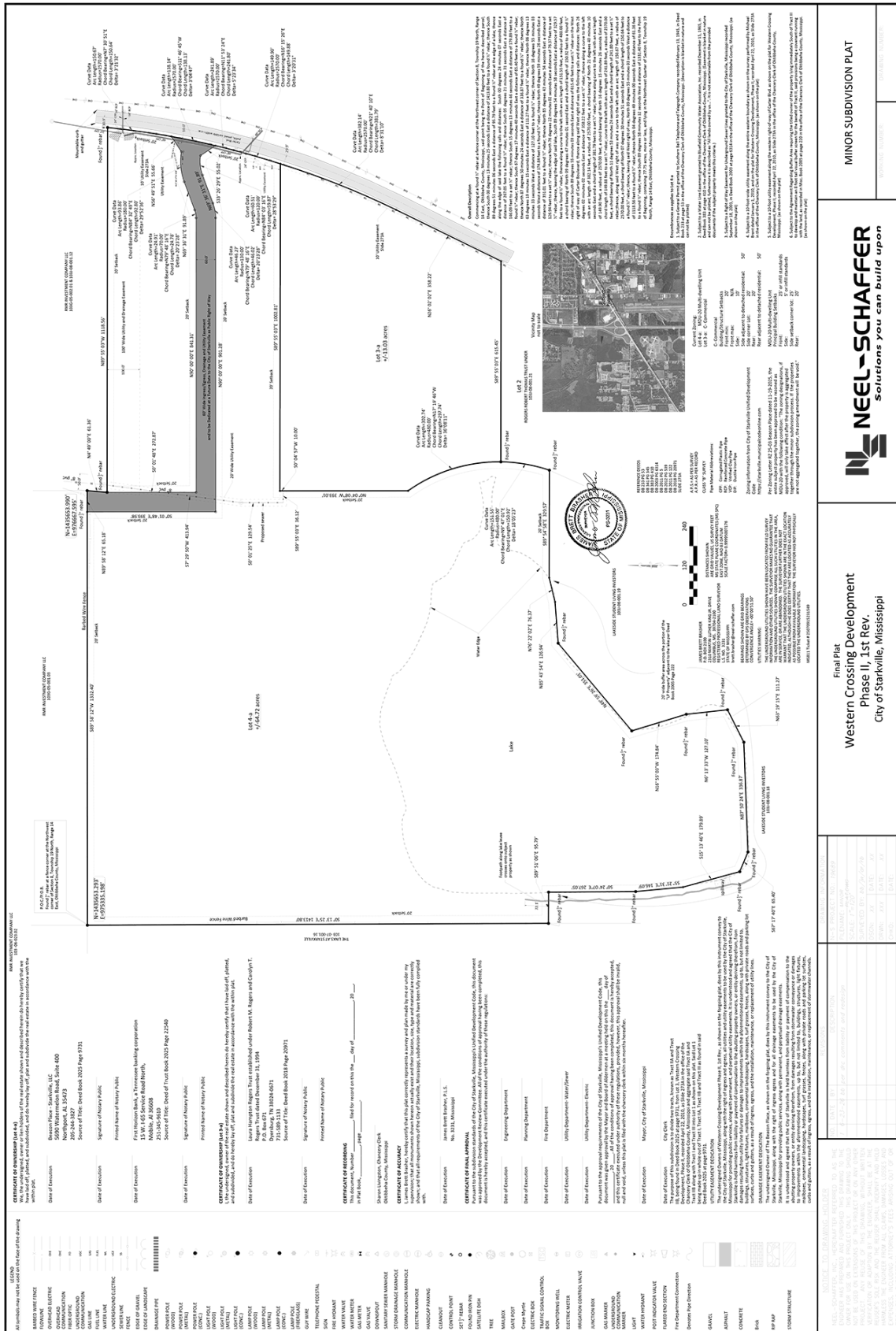
0 400 800 1,600 Feet



Attachment 2- FP 26-04 Zoning



Attachment 3- Final Plat



[illegible]

1. Subject to a General Permit granted to Southern Bell Telephone and Telegraph Company Book 233 at page 53 in the office of the Chancery Clerk of Oktibbeha County, Mississippi. (c can not be plotted)

2. Subject to a Water Line Easement granted to Bluefield Community Water Association, in Deed Book 383 at page 410 in the office of the Chancery Clerk of Otsebebe County, Missouri and can not be plotted, furthermore it is described as "All lands owned by us..." It is not as documents if the subject property meets this criteria.)

3. Subject to a Right of Way Easement for Underground Sewer Lines granted to the City of September 18, 2003, in Deed Book 2003 at page 6314 in the office of the Chancery Clerk of shown on the plat)

4. Subject to a 10-foot-wide utility easement along the entire eastern boundary as shown c
Brent dated January 1, 2010, and on the plat for Western Crossing Development, Phase II, r
in the office of the Chancery Clerk of Oktibbeha County, Mississippi. (as shown on the plat)

Lot 4-a: MDU-20 Multi-swelling Unit
Lot 3-a: C- Commercial
C- Commercial

Building/Structure Setbacks	
Front min:	20'
Front max:	N/A
Side:	10'
Side adjacent to detached residential:	

Side corner Lot: 20'
Rear: 20'
Rear adjacent to detached residential:

CLASS "B" SURVEY
Pipe Material Abbreviations:

CPP: Corrugated Plastic Pipe
RCP: Reinforced Concrete Pipe
VCP: Vitrified Clay Pipe
DIP: Ductile Iron Pipe

Zoning information from City of Starkville Unified Development Code
<https://starkville.municipalcodeonline.com>

JAMES BRETT BRASHER
P.O. BOX 2100
2310 MARTIN LUTHER KING JR. DRIVE
COLUMBUS, MS, 39704-2100

REGISTERED PROFESSIONAL LAND SURVEYOR
L.S. NO. 3231
STATE OF MISSISSIPPI
BRETT BRASHER
BRETT.BRASHER@NEEL-SCHAFFER.COM

UTILITIES WARNING:
DETERMINED BY GPS OBSERVATIONS.
CONVERGENCE ANGLE= -00°00'51.50"
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY.

CHANGE ORDER NO.: 1 (Summary)

Owner: **City of Starkville, MS**
Engineer: City of Starkville – Stephen Kachelman
Contractor: Hannon, LLC
Project: Boardtown Village Bus Stop
Contract Name: Boardtown Village Bus Stop
Date Issued: 6/26/26

Owner's Project No.: 25057
Engineer's Project No.: 25057
Contractor's Project No.:

Effective Date of Change Order: 7/8/26

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

Description:

Final quantity adjustments.

Attachments:

N/A

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 7,445.00	Original Contract Times: 31 calendar days Substantial Completion: 1/31/26 Ready for final payment:
Contract amount changes from previously approved Change Orders: \$ 0.00	Calendar day changes from previously approved Change Orders: Substantial Completion: N/A Ready for final payment:
Contract Price prior to this Change Order: \$ 7,445.00	Contract Times prior to this Change Order: 31 calendar days Substantial Completion: 1/31/26 Ready for final payment:
Increase this Change Order: \$ \$1,011.20	Increase this Change Order: 0 calendar days Substantial Completion: 1/31/26 Ready for final payment:
Contract Price incorporating this Change Order: \$ 8,456.20	Contract Times with all approved Change Orders: 30 calendar day Substantial Completion: 1/31/26 Ready for final payment:

Recommended by Engineer (if required)

By:



Title:

Engineer

Date:

6/26/26

Authorized by Owner

By:



Title:

Mayor

Date:

7/7/26

Accepted by Contractor

By:



Title:

mg/uk

Date:

6/30/26

PAY REQUEST / INVOICE

INVOICE NUMBER: 21540-1

Estimate Number: One (1)
Estimate Period Ending Date: 1/31/26

Prime Contractor: Hannon, LLC
33 Sagamore Circle
Columbus, MS 39705

Project #: 25057
Project Title: Boardtown Living Bus Stop
Our Job #: 21540

Original, Approved
Quantities

Actual, As-Built
Quantities

% Complete: 115.92%

Pay Item	Description	Contract Quantity	Previous Quantity	Current Quantity	Allowed to Date	Unit of Measure	Unit Price	Amount
1	Saw Cut for Demolition, Full Depth	15	0	16.5	16.5	LF	\$ 25.00	\$ 412.50
2	Clearing and Grubbing	1	0	1	1	LS	\$ 350.00	\$ 350.00
3	Removal of Curb and Gutter (All Types)	11	0	12.5	12.5	LF	\$ 25.00	\$ 312.50
4	Concrete Sidewalk (includes ADA Ramps) w/Fiber Reinf	31	0	32.36	32.36	SY	\$ 145.00	\$ 4,692.20
5	Size 610 Crushed Stone Base	1	0	4.76	4.76	TON	\$ 150.00	\$ 714.00
6	Concrete Combination Curb and Gutter, Type 1	11	0	12.5	12.5	LF	\$ 50.00	\$ 625.00
7	Select Fill, MDOT Borrow Excavation B9 or B9-6	10	0	0.0	0.0	CY	\$ 25.00	\$ -
8	Maintenance of Traffic	1	0	1	1	LS	\$ 500.00	\$ 500.00
9	Mobilization	1	0	1	1	LS	\$ 500.00	\$ 500.00
10	Additional Work: ADA Truncated Dome Mat	10	0	10	10	SF	\$ 35.00	\$ 350.00
							Estimate Total:	\$ 8,456.20

Other Additions / Deductions:

Other Additions / Deductions Total: \$ -

NOTES:

Current Retainage \$	-	Estimate Total: \$	8,456.20
Previous Retainage \$	-	0.00% Retainage: \$	-
Retainage this Estimate \$	-	0.00% Tax & Bond: \$	-
		Subtotal: \$	8,456.20
		Other Addition/Deduction: \$	-
		LESS-Previous Payments: \$	-
		Total Due this Estimate: \$	8,456.20

Final Invoice Amount

16. CONSIDERATION OF APPROVING CHANGE ORDER #4 FOR THE MAIN STREET IMPROVEMENTS PROJECT IN THE AMOUNT OF AN \$84,894.32 INCREASE AND NO ADDITIONAL DAYS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval of change order #4 for the Main Street Improvements project in the amount of an \$84,894.32 increase and no additional days” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO REJECT ALL BIDS FOR JANITORIAL SERVICES FOR CITY HALL AND THE SANITATION DEPARTMENT AND TO ADVERTISE FOR A PART-TIME CUSTODIAN FOR BOTH LOCATIONS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to reject all bids for janitorial services for City Hall and the Sanitation Department and to advertise for a part-time custodian for both locations” is enumerated, this consent item is thereby approved.

18. REQUEST APPROVAL TO REIMBURSE AMANDA TAYLOR FOR TUITION REIMBURSEMENT EXPENSES. PLEASE SEE THE ATTACHED SUPPORTING DOCUMENTS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to reimburse Amanda Taylor for tuition reimbursement expenses.” is enumerated, this consent item is thereby approved.

19. REQUEST APPROVAL TO REIMBURSE LYLE MECASKEY FOR TUITION REIMBURSEMENT EXPENSES. PLEASE SEE THE ATTACHED SUPPORTING DOCUMENTS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to reimburse Lyle Mecaskey for tuition reimbursement expenses” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO HIRE WILLIAM SHANE GRANTHAM AS MANAGER - BILLING IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire William Shane Grantham as manager - billing in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION TO HIRE PATRICIA YOUNG AS A TEMPORARY - PART-TIME - CUSTODIAN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Patricia Young as a temporary - part-time - custodian in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

Change Order

No. 4

Date of Issuance: 7/7/26

Effective Date: 7/8/26

Project: Main St Improvements	Owner: City of Starkville	Owner's Contract No.: 25019
Contract: Main St Improvements	Date of Contract: 05/16/25	
Contractor: ECON Construction, Inc.	Engineer's Project No.: 25019	

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

Description: Additional pay items as shown in attachment.

Reason for Change Order: Addition asphalt quantities due to a quantity bust and field changes to grades. The addition of line items to pay for excess excavation, clamps for hanging baskets and the addition of brass letter signage for the Lafayette intersection.

Attachments (list documents supporting change): CO#4 Pay Item List

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$7,576,200.07

Increase from previously approved Contract to No. 2:

\$208276.75

Contract Price prior to this Change Order:

\$7,865,632.75

Increase of this Change Order:

\$84,894.32

Contract Price incorporating Change Order:

\$7,950527.07

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 540

Ready for final payment (days or date): 540

Increase from previously approved Change Orders to No. 3:

Substantial completion (days): 42

Ready for final payment (days): 42

Contract Times prior to this Change Order:

Substantial completion (days or date): 582

Ready for final payment (days or date): 582

Increase of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 582

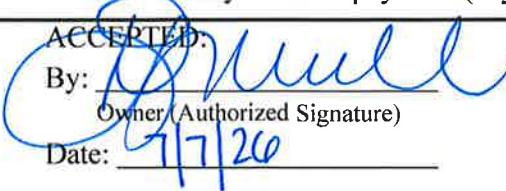
Ready for final payment (days or date): 582

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Owner (Authorized Signature)

Date: 7/7/26

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

25019 Main St Change Order #4

Add New Line Items

LINE NO.	PAY ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	EXTENSION
197	CO-4 -203-G	EXCESS EXCAVATION	2307	CY	\$ 14.96	\$ 34,512.72
198	CO-4 - 01	HANGING BASKET CLAMPS	250	EA	\$ 13.40	\$ 3,350.00
199	CO-4 - PP051	INTERSECTION BRASS LETTERS SIGN	1	LS	\$ 24,590.36	\$ 24,590.36

Add Additional Quantities

LINE NO.	PAY ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	EXTENSION
14	403-A005	19-MM, MT, ASPHALT PAVEMENT	220	TON	\$ 204.88	\$ 45,073.60

Deduct Quantities

LINE NO.	PAY ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	EXTENSION
54	907-619-E3001	CHANGEABLE MESSAGE SIGN	-2	EA	\$ 11,316.18	\$ (22,632.36)

CO#4 Total = \$ 84,894.32

Proposal For: Main Street Improvements

Contact: Taylor Conn (601) 383 - 4417

Email: taylor@econconstruction.com



PCO: 017

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>	<u>15% Markup</u>	<u>Unit Price W/ Markup</u>	<u>Total</u>
Excess Unit Rate	2307	CY	\$13.01	\$30,014.07	15%	\$ 14.96	\$ 34,516.18

NOTES:

COR # 22639 - MC

Breakdown Based On 45 Min Haul

Total Yards = 2307 CY

22 CY / Truck

45 Min Haul

78.6 HRS, Round Up 79 HRS

Labor Subtotal: \$5,332.50

(1 EA) Loader Operator at \$45.00/HR x 79HRS = \$3,555.00

(1 EA) Pit Dozer Operator at \$45.00/HR x 0.5(79 HRS) = \$1,777.50

Equipment Subtotal: \$14,022.50

(1 EA) CAT 315 at \$85.00/HR x 79HRS = \$6,715.00

(1 EA) Pit Dozer Cat D6 at \$185.00/HR x 0.5(79 HRS) = \$7,307.50

Subcontractor Hauling Subtotal: \$10,665.00

(1 EA) Tandem at \$135.00/HR x 79HRS = \$10,665.00

Proposal For: Main Street Improvements

Contact: Taylor Conn (601) 383 - 4417

Email: taylor@econconstruction.com



PCO Request: 017

PCO Request: 017							
	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>15% Markup</u>	<u>Sub-Total</u>	<u>Total</u>	
Black Hose Clamp							
OZHRHSLA 1225BK Snap Lock Hose Clamp Assembly 38" L/Post Up to 12.25" OD (Black)	250	EA	\$11.65	\$1.75	\$13.40	\$	3,349.38

NOTES:

COR # 22639 - MC

- PCO 17

Provide 38" x 1/2" Black Hose Clamp

Includes Material Only

Proposal For: Main Street Improvements

Contact: Taylor Conn (601) 383 - 4417

Email: taylor@econconstruction.com



PCO Request: 019 Intersection Lettering

<u>Line Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>15% Markup</u>	<u>Unit Price</u> <u>Sub-Total</u>	<u>Total</u>
304-F002	610 - Additional 6 Inches	5	TON	\$103.36	\$0.00	\$103.36	\$ 516.80
PP020	Pedestrian Pavers	130	SF	\$20.78	\$0.00	\$20.78	\$ 2,701.40
PP004	Flush Concrete Band 12" W	50	LF	\$48.50	\$0.00	\$48.50	\$ 2,425.00
614-B003	Concrete Driveway	14.5	SY	\$86.14	\$0.00	\$86.14	\$ 1,249.03
907-424-1	Removal of Brick Pavers	14.5	SY	\$45.28	\$0.00	\$45.28	\$ 656.56
TBA	Lettering - Material Cost	1	LS	\$11,418.76	\$1,712.81	\$13,131.57	\$ 13,131.57
TBA	Lettering - ECON Labor Cost	1	LS	\$1,250.00	\$187.50	\$1,437.50	\$ 1,437.50
TBA	Lettering - Welding Cost	1	LS	\$2,150.00	\$322.50	\$2,472.50	\$ 2,472.50
Grand Total							\$ 24,590.36

NOTES:

COR # 22639 - MC

22. REQUEST AUTHORIZATION TO HIRE HAYES MCMULLEN AS FIREFIGHTER - NON-CERTIFIED IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Hayes McMullen as firefighter - non-certified in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

23. REQUEST AUTHORIZATION TO HIRE DILLON RICHEY AS POLICE OFFICER - PRE ACADEMY IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Dillon Richey as police officer - pre academy in the Starkville Police Department” is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION TO TRANSITION STUDENT INTERN POSITION TO REGULAR PART-TIME POSITION IN THE CITY CLERKS OFFICE.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to transition student intern position to regular part-time position in the City Clerks Office” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO AMEND THE CONTRACT WITH PYRO SHOWS, INC FOR THE JULY 4TH COMMUNITY CELEBRATION AT CONERSTONE WITH AN INCREASE OF \$2,500.00 FOR A TOTAL OF \$18,250.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to amend the contract with Pyro Shows, Inc for the July 4th community celebration at Conerstone with an increase of \$2,500.00 for a total of \$18,250.00” 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 THE PUBLIC HEALTH SAFETY AND WELFARE OF THE COMMUNITY AND ARE THEREFORE PLACED ON THE PROPERTY MOWING/CLEANUP LIST: 77 CHOCTAW RD, 216 HERBERT ST, 1704 DOUGLAS MCARTHUR DR.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 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 uncleanness as to be a menace to the public health safety and welfare of the community and are therefore placed on the property mowing/cleanup list: 77 Choctaw Rd, 216 Herbert St, 1704 Douglas McArthur Dr” is enumerated, this consent item is thereby approved.



PYRO SHOWS, INC.
Contract Agreement

This Agreement made on **May 19, 2026**, by and between **PYRO SHOWS, Inc.**, a Tennessee Corporation, whose address is **115 N. 1st Street, LaFollette, Tennessee, 37766**, with a mailing address at **P.O. Box 1776, LaFollette, TN 37766** and hereinafter referred to as "**PYRO SHOWS**" and **City of Starkville, MS** with its principal place of business located at **110 W Main St Starkville, MS 39759** hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **26 MS 07-04-Custom-15000-000384** dated **May 19, 2026**. The Show(s) will be given on **July 4, 2026**. Rain date/postponement date: **No Rain Date Selected**
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify PYRO SHOWS no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employee(s) of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around the fallout zone.
- VI. INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.



PYRO SHOWS, INC.
Contract Agreement

- VII. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Customer to obtain the necessary approval(s). This Agreement is made expressly subject to, and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee. The Customer hereby submits itself to the jurisdiction of said Courts and waives any rights to initiate proceedings against PYRO SHOWS in any other courts or jurisdictions. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one- and one-half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** PYRO SHOWS will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. PYRO SHOWS also agrees to include Customer as an Additional Insured under the terms of this coverage. PYRO SHOWS will provide a Certificate of Insurance. All entities listed on the certificate will be deemed Additional Insured per this contract.
- XIV. TAXES:** Customer shall be responsible for all applicable sales taxes.



PYRO SHOWS, INC.
Contract Agreement

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

Show Amount	<u>\$ 17,380.95</u>
Tariff Surcharge	<u>\$ 869.05</u>
Sales Tax (if applicable)	<u>\$ 0.00</u>
Total Contract Amount	<u>\$ 18,250.00</u>

Customer shall submit a **50% deposit (\$ 9,125.00)** upon return of the signed contract by **June 18, 2026**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

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

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

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

PYRO SHOWS, INC.

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

CUSTOMER

BY: *Greg Owen* Greg Owen General Manager DATE: 6/27/26
Signature *Serving as agent of SFC* Printed Name Title

WARRANTY EXCLUSIONS

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

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

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

27. REQUEST AUTHORIZATION TO TRANSFER TWO ZERO-TURN LAWN MOWERS SERIAL NUMBERS 402250153 AND 400397597 FROM THE PARKS DEPARTMENT TO THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to transfer two zero-turn lawn mowers serial numbers 402250153 and 400397597 from the Parks Department to the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

28. REQUEST AUTHORIZATION TO DECLARE FIVE LAWN MOWERS AS SURPLUS PROPERTY, ADVERTISE THEM FOR SALE TO THE HIGHEST BIDDER OR SELL DIRECTLY TO THE SCRAP DEALER.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to declare five lawn mowers as surplus property, advertise them for sale to the highest bidder or sell directly to the scrap dealer” is enumerated, this consent item is thereby approved.

29. REQUEST APPROVAL FOR CONSIDERATION TO ENTER INTO AN AGREEMENT WITH WISE STAFFING GROUP.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to enter into an agreement with Wise Staffing Group” is enumerated, this consent item is thereby approved.

30. REQUEST APPROVAL TO ACCEPT THE LOWEST BIDS RECEIVED FOR SOURCE OF SUPPLY LISTING FOR STARKVILLE UTILITIES – ELECTRIC DIVISION AND WATER DIVISION JULY 1, 2026 THROUGH DECEMBER 31, 2026.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval the lowest bids received for source of supply listing for Starkville Utilities – Electric division and Water division July 1, 2026 through December 31, 2026” is enumerated, this consent item is thereby approved.

31. REQUEST AUTHORIZATION TO ACCEPT THE PRODUCT EVALUATION AGREEMENT WITH HONEYWELL TECHNOLOGIES FOR PILOT PROJECT OF CELLULAR BASED WATER METERS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to accept the product evaluation agreement with Honeywell Technologies for pilot project of cellular based water meters” is enumerated, this consent item is thereby approved.



"Merging Talent with Opportunity"

Date: 6/23/26

Name: City of Starkville, MS

Customer: Mr. Chris Smiley



Dear Mr. Smiley:

Please see below pricing for Labor Source, LLC:

The pricing reflected in this proposal is inclusive of the following:

- Recruitment, interviews, testing, and screening through E-Verify.
- Candidates selected to receive a conditional offer of assignment will be required to pass a 10-panel pre-employment drug screen and Standard 7-year National Background check.
- Labor Source, LLC will administer payroll, payroll taxes (including contributions to social security, unemployment insurance, and workers' compensation insurance), and all tax filing and record keeping with respect to all Labor Source assigned associates.
- Labor Source, LLC Staffing associates are eligible to participate in Labor Source, LLC's offered benefit package, which includes a full range of reasonably priced health insurance product options.
- Labor Source, LLC's week runs from Monday to Sunday.
- Cancellation Policy:
 - All orders must be cancelled 24 hours prior to the start date and time. Without 24 hours' notice:
 - 2 Hours will be paid and billed for each associate.
 - If associates are sent home due to lack of work, a
 - 4 hour minimum will be paid and billed for each associate.
- This pricing proposal shall remain open for your consideration for 90 days.
- TERMS FOR PAYMENT – NET 45



"Merging Talent with Opportunity"

Customer Pricing:

Markup: 45% over straight payrate with a 520- hour conversion rate

Description	Markup Rate
Sanitation Worker	45%

Direct Hire:

Description	Fee	
Direct Hire Fee	20%	Fee is for annual salary and expected bonuses

At the completion of 520 hours on assignment through Labor Source, LLC, you may hire the applicable Labor Source, LLC assigned associate without an additional fee when given a 7-day written notice, or you may continue their assignment as a temporary associate.

Early Conversion:

Hours Worked	Conversion Fee
0-100	\$2,000
101-250	\$1,500
251-400	\$1,000
401-520	\$500
521+	No Fee

A copy of the terms and conditions pursuant to which Labor Source, LLC agrees to provide staffing services is attached. If you have any questions or concerns about the terms & conditions of service, please do not hesitate to contact your Labor Source, LLC representative. We are confident that Labor Source, LLC can provide you with the best talent in the marketplace and thank you for the opportunity to show you that.

Wise Staffing is the "Wise" choice!



"Merging Talent with Opportunity"

Reporting and Transparency:

- Weekly pay via direct deposit or pay card
- Client/Worksite specific training when provided by the client
- Progressive discipline including, verbal, written and termination

Recruiting and Screening Process:

- Client Specific Advertisement and Recruiting
- Pre-Employment Checklist & Customized Screening, E-Verify, Standard 7-year National Background check, and 10 panel screening
- Specialized Pre-Employment Orientation if required by client
- Site Specific Safety Training when provide by the client

Worker's Compensation Protocol:

- Assess situation and complete a First Report of Injury
- Notify your Labor Source contact immediately
- A Labor Source, LLC representative will coordinate treatment
- We will provide a flyer to be posted in the break room, if requested. **(If an associate is having a medical emergency such as loss of consciousness, excessive bleeding, etc. call 911 immediately)**

All Employer Contributions:

- FICA Contribution (Social Security Tax)
- FUTA/SUTA (State & Federal Unemployment Contribution)
- Medicare Contribution
- State and Federal Withholding
- General Liability
- Workers Compensation Coverage
- W2 Processing

Employee Benefits – No Charge to Customer:

Benefits	Description	Terms
HEALTH INSURANCE	AVAILABLE	LABOR SOURCE, LLC BENEFITS: Health Insurance is available. MEDICAL, DENTAL, SHORT TERM DISABILITY, VISION, LIFE INSURANCE



"Merging Talent with Opportunity"

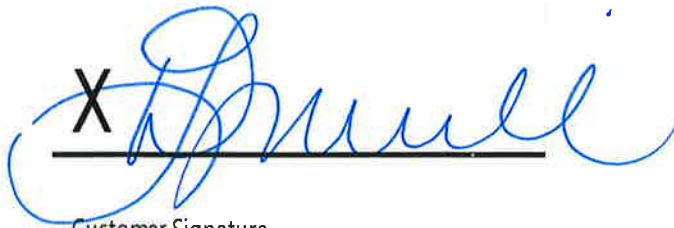
Terms and Conditions of Service:

- Mark Up 45% above pay rate with 520 conversion hours.
- Terms Net Due upon receipt, other terms are agreed upon and will be based on credit history
- Standard work week for Labor Source, LLC is Monday - Sunday. If variance is needed, please advise Labor Source, LLC to ensure proper payroll is completed.
- Associates are eligible for roll over at 520 hours with no additional fees when given a written notice.
- Associates can be transitioned early and can be negotiated with your Labor Source, LLC Representative
- Customer agrees not to solicit or attempt to solicit for employment, any employee of Labor Source, LLC during the term of this Agreement and for a period of 6 months following the termination of this Agreement
- On-site program capability with 50+ associates, or as negotiated.

Acknowledgement

I also understand that Labor Source, LLC and its member companies (Wise Staffing Services, Inc., Labor Source, and Resource Management Group) have a 520-hour temp to perm standard on all employees, when given a 7-day written notice, unless other arrangements are made. By acceptance and signature of this Proposal, the Customer accepts and agrees to be bound by all the terms and conditions of this Agreement.

With respect to any dispute among the parties arising out of or relating to this Proposal and Executed Agreement, the reasonable attorneys' fees and costs incurred by the prevailing party in connection with such dispute shall be paid by the other party or parties to such dispute.

X 

Customer Signature

X _____

Labor Source, LLC

X 7/7/26 _____

Date

X _____

Date



Safety Partnership Letter

Dear Mr. Chris Smiley:

To keep the prices you pay for our services competitive, we must contain the costs related to Workers' Compensations claims. We need your cooperation to accomplish this.

To provide a safe work environment for our employees and contain the costs associated with work-related injuries, we ask that you help us by adhering to the following practices:

Our employees are to be trained in all safety, hazardous communication, blood borne pathogen, and other safety related matters in the same manner as your regulations.

Our employees will wear appropriate personal protective equipment (PPE). You are to notify us if they fail to adhere to your regulations.

Our employees will perform only the job tasks for which they have been assigned and trained. Any change of job description will be reported to our office prior to the employee undertaking the task. Our employees will not be off the ground during this assignment.

Use of alcoholic beverages or drugs is strictly forbidden. You will notify us immediately if one of our employees appears intoxicated or impaired.

Our employees are not authorized to drive your vehicle as part of their assignment without proper indemnification agreements. They are never allowed to use their personal vehicle for errands, deliveries, and etc. while in your employment.

Our employees are not allowed to handle cash or securities while working at your location without our express permission and without proper indemnification agreements.

You will notify our Staffing Coordinator immediately if one of our employees sustains an injury and assist us with the investigation of any injuries that may occur, including any paperwork or documented material.

Your assistance will help us prevent injuries, reduce the pain and suffering associated with injuries and reduce the costs associated with work-related injuries. Funds conserved in the area of Workers Compensation are then available to be used in other areas that ultimately benefit us all.

Thank you for your cooperation. We look forward to a long and mutually profitable partnership with your company.

Company Name City of Starkville
By [Signature]
Date 9/7/26



"Merging Talent with Opportunity"

This form encompasses all Wise Staffing Group member companies, please choose appropriate selection:

Labor Source

Company Name: City of Starkville

Corporate Address: 110 W Main St.

City: Starkville State: MS Zip: 39759

Job Site (If different from above): _____

City: _____ State: _____ Zip: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Billing Attention: Cindy Perkins PO Required? Yes

Telephone: 662-323-2525 Fax Number: 662-323-4961

Date of Incorporation or number of years in business: _____

Type of Business: Municipality

List Owner's Name(s): _____

FEIN or SSN# 64-6001082 Dun & Bradstreet: _____

Service or Product Manufactured: _____

Bank Name: _____ Acct#: _____ Telephone: _____

Bank Representative: _____ Telephone: _____

Has your company filed for bankruptcy protection within the last 7 years? no

If so, What year and Where? _____

Under What Chapter of the Bankruptcy Code? _____

Email address for email invoicing: _____

Credit References

1. Name & Address: _____
Telephone: _____ Date Acct Opened: _____ Fax Number: _____

2. Name & Address: _____
Telephone: _____ Date Acct Opened: _____ Fax Number: _____

3. Name & Address: _____
Telephone: _____ Date Acct Opened: _____ Fax Number: _____

Everything that is stated in this application is true and correct to the best of my knowledge. Authorization is given to inquire of trade references, banks, and other credit references as is deemed necessary for evaluating this credit application, and they are authorized to release any information in my credit file. If credit is approved, it is acknowledged and agreed that safe working conditions will be provided, and all invoice terms are **DUE UPON RECEIPT of the invoice** unless a signed contract is provided stating otherwise. I also understand that Wise Staffing Group and its member companies (Wise Staffing, Labor Source, Onesource, and Resource Management Group) have a thirteen-week temp to perm standard on all employees unless other arrangements are made. I further agree to pay collection costs and attorney fees on any amounts that require legal proceedings to collect.

Signature: _____

Title: _____

Mayor

Date: _____

7/7/26

Honeywell Technologies

PRODUCT EVALUATION AGREEMENT (NXCM PIT MODULE FIELD EVALUATION)

This Product Evaluation Agreement ("Agreement") is entered into between Honeywell International Inc. ("Honeywell"), located at 208 S Rogers Lane, Raleigh NC 27610 and [City of Starkville Utilities, MS] ("Customer"), located at [200 N. Lafayette St Starkville, MS 39759] effective as of [July 1, 2026] ("Effective Date"). Honeywell and Customer may be referred to herein as "Party" and collectively as "Parties".

WHEREAS, Customer wishes to evaluate Honeywell's Cellular NXCM Pit Module, in the quantities and characteristics listed in Appendix A ("Hardware Products" or "Products"), using existing encoder-compatible meters and with data delivered through Honeywell's software identified in Appendix B ("Software");

WHEREAS, the Products are not yet in commercial production or general commercial release, and the Parties wish to conduct a limited field evaluation to test and assess the Products' capabilities, performance, connectivity, deployment characteristics, and related Software functionality in deployment locations selected by Customer and assessed and agreed by Honeywell;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree to as follows:

1. **Installation.** Prior to installation of the Products, Customer shall select and prepare the deployment locations in accordance with Honeywell's specifications or instructions, including use only with existing encoder-compatible meters. Customer shall install the Products. Honeywell shall conduct an on-site kickoff, supervise Customer's installation activities for evaluation purposes, and provide deployment guidance. Customer shall remain solely responsible for installation, site safety, site access, and any acts or omissions of Customer, its personnel, contractors or representatives.
2. **Evaluation.**
 - 2.1 Customer understands that the Products may still be under development and have not been authorized by Honeywell for general release.
 - 2.2 Customer shall utilize the Products and Software solely for the purposes of evaluation only and shall report the results of such evaluation as described in Appendix C. Only Customer's employees or representatives of Honeywell may use the Products or access the Software.
 - 2.3 Customer shall only be permitted to use the Products at the deployment locations assessed and agreed in written by Honeywell for evaluation purposes. The Products, Software, and any data generated through the evaluation shall not be used for billing purposes, customer billing disputes, regulatory reporting, or as Customer's system of record. Further, if Products failure, installation, or deployment could lead to any environmental or safety hazard Customer agrees to have a safety mechanism or process in place during the evaluation period that eliminates the safety or environmental hazard.

HONEYWELL SHALL HAVE NO LIABILITY ASSOCIATED WITH ANY SAFETY, ENVIRONMENTAL, PROPERTY, UTILITY SERVICE, CUSTOMER PREMISES, OR FIELD DEPLOYMENT HAZARD ARISING OUT OF PERFORMANCE OF THIS EVALUATION, INCLUDING DAMAGES BASED ON CONTRACT, NEGLIGENCE, WARRANTY OR OTHERWISE.

- 2.4 Customer shall, in accordance with the Problem Reporting Procedure in Appendix C, promptly inform Honeywell of all errors, difficulties, connectivity issues, data issues, installation issues or other problems with the Products or Software. However, this does not obligate Honeywell to correct same or provide Customer with another version of the Products or Software.
- 2.5 Customer agrees that the submission to Honeywell of any suggestions, changes or modifications for inclusion in the Products shall constitute a grant of ownership of such suggestions, changes and modifications which may become part of Honeywell's copyright, patent and/or trade secret.
- 2.6 Honeywell may, at its discretion, make personnel available to Customer to supervise Customer's installation activities for evaluation purposes and assist Customer in the use and/or evaluation of the Products. Honeywell shall not perform the installation, and Customer shall remain solely responsible for installation of the Products and all related site access, site safety, property, utility service, personnel, contractor and deployment risks. Honeywell shall be given prompt access to Customer's evaluation operations to the extent reasonably required by Honeywell to provide such assistance.
- 2.7 Unless expressly set forth in Appendix D, Honeywell has no obligation to (i) issue any updates, improvements or enhancements to any Product or Software; (ii) identify or correct errors or problems in any Product or Software; (iii) compensate Customer for Customer suggestions, changes or adaptations which may be incorporated into any Product or Software; (iv) make any Product or Software functionality available for general release, if it is not already available; or (v) release for commercial use under general release any particular hardware component, connectivity feature, platform capability or software function evaluated under this Agreement, if it is not already available.
- 2.8 At the end of the Evaluation Period or upon termination of this Agreement, Customer's right to use the Products and Software for evaluation purposes shall cease, and Customer shall comply with its obligations under Sections 3, 9 and 10.2.
- 2.9 If, at the conclusion of the Evaluation Period, the Parties wish to continue Customer's use of the Products, cellular connectivity or Software beyond the scope of this Agreement, the Parties shall negotiate and execute a separate definitive agreement governing such continued use. This Agreement shall not serve as the basis for, or be incorporated into, any such definitive agreement. If no such definitive agreement is executed within thirty (30) days following the expiration of the Evaluation Period, this Agreement shall automatically terminate and Customer shall return the Products to Honeywell in accordance with its obligations under Sections 3 and 10.2.
- 2.10 Customer shall retain ownership of raw meter data, personal data, customer account data, service address data, regulated data, and other Customer-provided data submitted to or processed through the Products or Software during the evaluation ("Customer Data"). Honeywell shall own all right, title, and interest in and to all evaluation results, findings,

reports, analyses, measurements, connectivity information, installation information, performance information, usage information, observations, recommendations, feedback, learnings, know-how, improvements and other information generated from or relating to the evaluation, excluding Customer Data ("Evaluation Results"). Customer hereby assigns to Honeywell all right, title, and interest in and to the Evaluation Results. Honeywell may use the Evaluation Results for any purpose, including product development, improvement, support, analytics, and commercialization, without restriction or additional compensation to Customer, provided that Honeywell shall not use or disclose Customer Data except as permitted under this Agreement or otherwise approved by Customer in writing.

3. **Fee.** Honeywell will provide the Products and Software access to Customer at no charge for the duration of the **Evaluation Period** (as defined below). The Evaluation Period shall not be extended beyond this timeframe without Honeywell's prior written approval. The Products are evaluation samples provided solely for evaluation purposes during the Evaluation Period and are not available for sale under this Agreement. At the conclusion of the Evaluation Period, Customer shall return the Products to Honeywell in accordance with Honeywell's instructions.
4. **Title and Risk of Loss.** Title to the Products shall at all times remain with Honeywell. Customer shall be responsible for risk of loss or damage to the Products while in Customer's possession, custody or control, including while the Products are installed at any deployment location.
6. **Alterations and Additions.** Unless otherwise instructed by Honeywell in writing, Customer shall not modify or make alterations, additions or changes to the Products, nor permit persons other than Honeywell representatives to adjust, correct or repair the Products.
7. **License for Software Terms .**
 - 7.1 If software products or hosted software access are identified in Appendix B, such software products and hosted software access shall be deemed "Software" under this Agreement. Honeywell grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable license or right to access and use the Software identified in Appendix B, including any computer programs, hosted software functionality and related materials such as documentation solely for Customer's own evaluation use. Honeywell grants this license or access right for the limited purpose of evaluating the Software in accordance with Appendix C. If no Software is identified in Appendix B, this Section 7 shall not apply.
 - 7.2 This license or access right also applies to any maintenance routines or other diagnostic routines, computer program media and related documentation ("Diagnostic Materials") which may be provided by Honeywell for use in installing, testing, diagnosing, activating, provisioning or verifying the Hardware Product, cellular connectivity or Software.
 - 7.3 Subject to Customer's compliance with the terms and conditions of this Agreement, Honeywell: (a) will provide Customer access to the Software via means authorized and provided by Honeywell, which may include online portals or interfaces such as https, VPN or API; and (b) hereby grants to Customer a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license to: (i) access and use the Software through such means; (ii) download, install, update or allow Honeywell to update, when applicable, and use software Honeywell provides solely in support of Customer's use of the Software; (iii) use Documentation for the Software as reasonably required in connection with the

Software; and (iv) use any output of the Software, in each case solely for Customer's internal evaluation purposes in accordance with this Agreement (collectively, "Software Use Rights"). Software Use Rights continue for the Evaluation Period. Customer, its employees and any party accessing the Software on Customer's behalf ("Users") may exercise Software Use Rights if Customer binds them to the terms of this Agreement. Customer is responsible, and Honeywell has no liability, for Users' compliance with this Agreement and for any breach, act or omission by them. Customer may not resell Software Use Rights or permit third parties, except Affiliates or service providers approved by Honeywell in writing, to be Users and may not make copies of the Software except for backup purposes, in each case except as agreed by Honeywell in writing.

- 7.4 Customer will not (and will not authorize, encourage or cooperate with any third party to):
- (a) reverse engineer, modify, adapt, make machine code human readable or create derivative works or improvements of the Software; (b) circumvent or interfere with the technical protections, security or operation, including disrupting, interacting in an unauthorized manner, probing, scanning or testing the vulnerability of security measures or misrepresenting transmission sources, of the Software; (c) perform competitive analysis, including benchmark testing, or create, train or improve a substantially similar product or service to the Software; (d) access or use the Software in a manner that infringes another's intellectual property rights; (e) employ the Software in hazardous environments or inherently dangerous applications, including any product, part, service or other application that could result in death, personal injury, or property or environmental damage, or that requires fail-safe performance where failure could lead directly or indirectly to personal injury, death, or property or environmental damage; (f) employ the Software or any output of the Software as, or as a substitute for, a third-party monitored emergency notification system; (g) access or use the Software in a manner that would reasonably be expected to cause liability or harm to Honeywell or Honeywell's customers; (h) employ the Software for critical control of environments, emergency situations, life safety or critical purposes; (i) upload to or use with the Software any data in violation of the export and import compliance obligations of this Agreement; (j) train any machine learning or artificial intelligence algorithm, software or system using the Software, any Honeywell know-how, Evaluation Results or Customer Data; (k) sublicense, distribute or otherwise make available any portion of the Software, including any functionality of the Software, to a third party; or (l) use or provide any Honeywell know-how, Evaluation Results or Customer Data, directly or indirectly, in relation to development of any offering that may compete with the Software or any offerings of Honeywell or its Affiliates. Any violation of the restrictions in this Section constitutes a material breach of this Agreement.

8. Intellectual Property.

- 8.1 Honeywell shall retain all right, title, interest and ownership of all intellectual property rights to:
- a. all Honeywell Software, firmware (source code and object Code), copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights related to the Products; and
 - b. all enhancements, modifications, extensions and derivatives of the Products in connection with this Agreement shall belong exclusively to Honeywell.

- 8.2 Customer (i) has no right, title or interest in the Products, Software or Evaluation Data; (ii) shall not sell, transfer, sublicense or otherwise make available the Products, Software or Evaluation Data to others; (iii) shall secure and protect each Product and any Software credentials (including erasing Software prior to disposing of media) and take such action necessary with its employees who are permitted access to each Product or Software to satisfy its obligations hereunder.
- 8.3 Customer may not directly or indirectly make any effort to deconstruct the Products, including, but not limited to, translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or performing any other operation to obtain any portion of its contents. Customer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Products.
9. **Confidentiality.** Honeywell may provide Customer certain information during the performance or fulfillment of this Agreement that is not generally known, including financial information, trade secrets, know-how, product data, samples, techniques, specifications, drawings, designs, design concepts, processes and testing methodologies ("Confidential Information"). All Confidential Information provided in connection with this Agreement shall remain the property of Honeywell, shall be used only for the purpose of furthering the matters contemplated by this Agreement and shall be protected as confidential by Customer using the same degree of care as it uses to protect its own confidential information of a similar type, but no less than a reasonable degree of care, for a period of three (3) years following the date of disclosure. These obligations shall not apply to business contact information or other information which is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of Customer, (b) already known to Customer at the time of disclosure through no wrongful act of Customer, (c) received from a third party without restrictions similar to those in this Section, or (d) independently developed by Customer. Customer may not disclose Confidential Information without the prior written consent of Honeywell, provided, however, that Customer may disclose Confidential Information (i) to its Affiliates, employees, officers, consultants, agents, and contractors for the purposes of discharging this Agreement and complying with its legal obligations, and (ii) in response to a court order, government request, or other legally required request where it (A) provides Honeywell with sufficient notice and an opportunity to object to such disclosure (where possible) and (B) makes the disclosure subject to a protective order or other similar confidentiality restrictions. After termination or expiration of this Agreement and upon written request of Honeywell, Customer will return or destroy all Confidential Information and all copies thereof, except for any Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.
10. **Term and Termination.**
- 10.1 The term of this Agreement shall commence on the Effective date for a period of [90 days] from the date of delivery of the Products. ("Evaluation Period").
- 10.2 Either Party may terminate this Agreement upon ten (10) days' written notice. Honeywell may terminate this Agreement immediately upon notice if Honeywell determines that continued deployment, access or use could create safety, security, cybersecurity, data protection, regulatory, carrier, certification, site access, misuse, unauthorized use, intellectual property, confidentiality, export control, sanctions, reputational or other business concerns. Customer's right to access and use the Software terminates automatically upon expiration or termination of this Agreement, regardless of whether Customer continues to possess any Products. Honeywell may also terminate or suspend

Customer's Software access if Customer fails to comply with its license or access obligations herein and does not cure such failure within ten (10) days immediately following receipt of notice from Honeywell. Within five (5) days after termination of this Agreement, Customer shall remove, deinstall and return the Hardware Products to Honeywell in accordance with Honeywell's instructions at Customer's cost and expense, cease all use of the Software, and, if applicable, erase all copies of Software and related materials and documentation in any form. Customer shall provide written certification of removal, return, site restoration and erasure upon Honeywell's request. Customer's obligation to erase all copies of Software and related materials and documentation also applies when there is a replacement of Software during the term of this Agreement.

11. Disclaimer of Warranty.

11.1 Honeywell makes no express or implied warranty or representation concerning the completeness, reliability, connectivity, availability, security, effectiveness, accuracy, performance, or operation of the Products, cellular connectivity, Software or Evaluation Data, which are provided "AS IS" and "WITH ALL FAULT" under this Agreement.

11.2 HONEYWELL SPECIFICALLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED ACCESS, CONNECTIVITY, DATA ACCURACY OR SYSTEM AVAILABILITY.

12. Liability.

12.1 Customer agrees to indemnify and hold Honeywell, its affiliates and their respective employees, contractors and representatives harmless against any claim arising out of: (a) Products made to Customer's designs, drawings, or specifications; (b) use of Products in any process or in any manner not supported by the applicable documentation; (c) combination or use of any Product with meters, systems, materials, networks or equipment not furnished by Honeywell; (d) use of a version of any Software other than the current version; (e) data Customer provides; (f) Customer's use of the outputs of the Products or Software; (g) any alteration, customization, installation, deployment or other modification of the Products other than by Honeywell; or (h) damages based on a theory of liability other than infringement by the Products.

12.2 Customer may provide data through the Software to the extent reasonably required for the evaluation and approved by Honeywell. Honeywell shall have no liability for any losses, costs, expenses or liabilities arising from or in connection with processing of personal data, meter data, location data, customer account data or other data in connection with this Agreement, except to the extent prohibited by applicable law. Customer shall not provide Honeywell or submit to the Products or Software any personal data, customer account data, service address, resident or business contact information, payment information, regulated data or other identifiable information except as expressly approved by Honeywell in writing. Customer is solely responsible for providing any required notices, obtaining any required consents or permissions, and responding to any end-user, resident, business, property owner, tenant, landlord, regulator or other third-party request or claim relating to data collected, transmitted, processed, displayed or used in connection with the evaluation.

12.3 Honeywell is not liable for any failure or delay in performance.

12.4 Limitation of Liability.

- a) IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY AND ALL, DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, ATTORNEYS' FEES, LOSS OF DATA, LOSS OF CONNECTIVITY, UTILITY SERVICE INTERRUPTION, CUSTOMER CLAIMS, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL), OR FOR ANY CLAIMS WHATSOEVER BY OR THROUGH CUSTOMER, ARISING OUT OF THIS AGREEMENT, OR ARISING OUT OF CUSTOMER'S POSSESSION, USE, INSTALLATION, DEPLOYMENT OR EVALUATION OF PRODUCTS, CELLULAR CONNECTIVITY OR SOFTWARE PROVIDED HEREUNDER, EVEN IF HONEYWELL HAS BEEN ADVISED OF, OR IS OTHERWISE AWARE OF, THE POSSIBILITY OF ANY SUCH DAMAGES AND/OR CLAIMS.
- b) THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION FOR DAMAGES ARISING OUT OF A BREACH OF THIS AGREEMENT OR ANY USE OF THE PRODUCTS, CELLULAR CONNECTIVITY OR SOFTWARE, REGARDLESS WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARISE IN TORT, CONTRACT, OR UNDER A STATUTORY RIGHT, INCLUDING STRICT LIABILITY, SHALL BE TO HAVE THE BREACH OR VIOLATION CORRECTED BY HONEYWELL, OR IF SUCH CORRECTION IS DEEMED IMPRACTICABLE IN HONEYWELL'S SOLE DISCRETION, TO TERMINATE THIS AGREEMENT, IN EACH CASE SUBJECT TO THE AGGREGATE LIABILITY CAP IN SECTION 12.5.
- c) ALL EXCLUSIONS OF DAMAGES AND/OR CLAIMS HEREUNDER SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THIS AGREEMENT.

12.5 Customer shall not institute any action in any form arising out of this Agreement more than two (2) years after the cause of action has arisen. Honeywell's aggregate liability for all claims, losses, damages, costs, expenses and liabilities arising out of or relating to this Agreement, the Products, cellular connectivity, Software, Evaluation Results or the evaluation shall not exceed one hundred dollars (\$100).

13. **Insurance.** Customer shall maintain a commercial general liability insurance policy of \$1,000,000 per occurrence and any workers' compensation, automobile liability, cyber, or other insurance required by applicable law or reasonably required for installation and field deployment activities. To the extent of liability assumed by Customer under this Agreement, Honeywell shall be named as an additional insured under such insurance policy.

14. **General.**

14.1 Honeywell shall deliver Products F.O.B. point of shipment in accordance with a mutually agreeable delivery schedule.

- 14.2 Any amendment to this Agreement is to be in writing and signed by both Parties.
- 14.3 Customer and its Affiliates will comply with all laws and regulations applicable to access, deployment, installation and use of the Products, cellular connectivity and Software. Customer acknowledges that: (a) Honeywell does not provide legal advice regarding compliance with laws and regulations related to use of the Products, and (b) the Products have functionality that could be used in ways that do not comply with laws and regulations and Customer is solely responsible, and Honeywell has no liability, for Customer's compliance with law with respect to its use of the Products, cellular connectivity, Software and Evaluation Data. Customer and its Affiliates will comply with, and be solely responsible for compliance with, all laws and regulations on export, import, economic sanctions and antiboycott, regulated by the United States, any locality outside the United States where Customer conducts business, and as applicable, the United Kingdom, the European Union and its Member States, the United Nations ("Sanctions Laws") related to Customer's access to or use of the Products. Customer represents and warrants that none of Customer or its directors, employees, contractors, agents, banking partners, Affiliates or users (a) are individuals or entities named on or acting on behalf of entities identified on applicable Sanctions Laws restricted party lists, including but not limited to, the U.S. Specially Designated Nationals and Blocked Persons List and the OFAC Sectoral Sanctions Identifications List; (b) organized under the laws of, physically located in, or ordinarily resident in jurisdictions subject to comprehensive sanctions; or (c) are owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more individuals described in (a) or (b) (collectively, "Sanctioned Persons"). Neither Customer nor its Affiliates will (i) permit Sanctioned Persons to directly or indirectly use, access or benefit from the Products, (ii) engage in or facilitate activities directly or indirectly related to any end-uses that are restricted by Sanctions Laws, or (iii) export, re-export or otherwise transfer the Products for any purpose prohibited by the Sanctions Laws. Customer will not submit to the Products or Software any data subject to the U.S. International Traffic in Arms Regulations or other Sanctions Laws. Customer's violation of this Section will be a material breach. The obligations contained in this Section shall survive the termination or expiration of this Agreement.
- 14.4 Notices. All notices, requests, and other communications under this Agreement shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by confirmed email; or (c) sent by recognized overnight courier, addressed as follows:
- | | |
|------------------|---|
| If to Honeywell: | [Honeywell Account Manager / Customer Coordinator identified in Appendix D, or such other contact as Honeywell may designate in writing.] |
| If to Customer: | [Customer Contact Name and Title], [Customer Address], [Customer Email], or such other contact as Customer may designate in writing. |
- Either Party may change its designated contact by providing written notice to the other Party in accordance with this Section.
- 14.5 Honeywell may assign or transfer this Agreement, and assign its rights and delegate its obligations. Customer may not, directly or indirectly, assign or transfer this Agreement, or assign its rights or delegate any of its obligations without Honeywell's prior written consent, and any attempt to do so will be void. Subject to the foregoing, this Agreement

will be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

- 14.6 This Agreement, and the relationship between the Parties, will be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles. Each Party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in New York County, New York, over any claim or dispute arising under or in connection with this Agreement or related to its enforceability. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to this Agreement.
- 14.7 This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written proposals and communications.
- 14.8 Publicity. Customer shall not issue any press release, marketing material, or public statement regarding this Agreement, the Products, or the evaluation without Honeywell's prior written consent.
- 14.9 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. No resident, business, tenant, landlord, property owner, municipality, utility customer, contractor, installer, end user or other third party shall have any rights, remedies, claims or causes of action under or in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

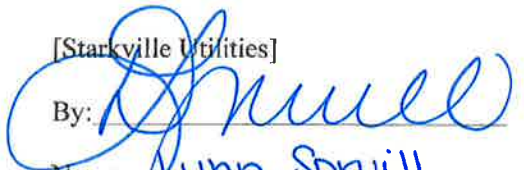
Honeywell International Inc.

By: _____

Name: _____

Title: _____

[Starkville Utilities]

By:  _____

Name: Lynn Spruill

Title: Mayor

APPENDIX A

HARDWARE PRODUCTS AND DEPLOYMENT LOCATIONS

The following Hardware Products will be evaluated: Cellular NXCM Pit Module. Products will be installed on existing encoder-compatible meters selected by Customer and assessed and agreed by Honeywell for evaluation purposes.

Quantity: Start with 3 - V5 Pit Modules units. Requested 20 for other areas in territory.

APPENDIX B

SOFTWARE PRODUCTS AND HOSTED PLATFORM ACCESS

Software to be evaluated includes Honeywell's hosted software access for evaluation of the Cellular NXCM Pit Modules, meter data visibility, usage information, alerts, leak indicators, connectivity status, and related evaluation functionality. Access is limited to the Evaluation Period and may be suspended or terminated by Honeywell in accordance with the Agreement.

APPENDIX C

CUSTOMER OBLIGATIONS

1. **Purpose:** The sole purpose of this Agreement is to evaluate the performance, reliability, connectivity, and ease of deployment of Cellular NXCM Pit Modules using existing encoder-compatible meters, with data delivered through Honeywell's Software.

2. **Acceptable use:** Customer shall only be permitted to use the Products for evaluation at Customer-selected deployment locations assessed and agreed by Honeywell. Products may only be installed on existing encoder-compatible meters and used with Honeywell's Software for evaluation of cellular AMI communication, meter data visibility, usage information, alerts, leak indicators, connectivity status, installation experience, and related performance. The Products, Software, and Evaluation Data shall not be used for billing purposes, customer billing disputes, regulatory reporting, production operations or as Customer's system of record. Customer shall select deployment locations with varied cellular coverage conditions where reasonably practicable and shall comply with Honeywell's installation, safety, and deployment guidance.

3. **Evaluation Overview:** The specific areas of interest to be evaluated are as follows: reliable cellular AMI communication, deployment with existing encoder-compatible meters, real-time data visibility through Honeywell's Software, operational insights including usage, alerts and leak indicators, consistent connectivity across deployment locations, accurate and timely meter data, simple installation by Customer staff, and user experience within the Software.

4. **Supplementary Equipment, if applicable:** Existing encoder-compatible meters and any Customer equipment, tools, network access, site access, safety equipment, mobile devices, personnel, contractors or other resources needed for installation and deployment at Customer-selected locations shall be provided by Customer unless otherwise agreed in writing by Honeywell.

5. **Installation Responsibility:** Customer shall be solely responsible for installation of the Products at the deployment locations, including site access, site safety, use of qualified personnel or contractors, compliance with Honeywell's installation and deployment guidance, and any acts or omissions of Customer, its personnel, contractors or representatives. Honeywell may supervise Customer's installation activities for evaluation purposes and provide deployment guidance, but Honeywell shall not perform the installation.

5. **Problem Reporting Procedure:** Customer shall promptly inform the Honeywell Account Manager of installation issues, activation issues, cellular connectivity issues, data visibility issues, suspected inaccurate or delayed meter data, alerts, leak indicators, user access issues, errors, defects, and any other problems identified during the evaluation.

6. **Evaluation Report:** Customer shall provide Honeywell with a written evaluation report within thirty (90) days following the conclusion of the Evaluation Period or termination of this Agreement. The report shall include, at a minimum, a summary of deployment locations and installation experience, testing conducted, connectivity performance, meter data visibility, usage information, alerts, leak indicators, data timeliness and accuracy, any errors or defects identified, user experience within the Software, and Customer's overall assessment of the Products' and Software's performance.

APPENDIX D

HONEYWELL OBLIGATIONS

As part of the evaluation, Honeywell agrees to provide the following evaluation support, subject to Customer's compliance with this Agreement:

1. Provide Customer with on-site kickoff support, supervision of Customer's installation activities for evaluation purposes, deployment guidance, and reasonable checkout support for the Products.
2. Provide Customer with draft Products and Software documentation for planning, deployment, implementation, and administration.
3. Provide Customer with guides or workbooks or other evaluation materials to execute the evaluation.
4. Responsibilities: Provide and configure the agreed quantity of Cellular NXCM Pit Modules, activate cellular connectivity, provision devices within the Software, supervise Customer's installation activities for evaluation purposes, provide deployment guidance and training, provide reasonable evaluation support, and provide a performance summary and recommendations.

The following Honeywell evaluation responsibilities have been assigned to these key people:

Customer Coordinator: Russ Smith and Patrick Madrid

Technical Support: Nick Demeo and Zeno Price

Manager of Program Management: Pavithra Gopalakrishnan

32. REQUEST AUTHORIZATION TO ACCEPT THE EMERGENCY PURCHASE IN ACCORDANCE WITH MS STATE STATUTE 31-7-13 FROM ELECTRIC MOTOR SALES & SERVICE IN THE AMOUNT NOT TO EXCEED \$7,475.00 FOR REPAIR AND REBUILD OF NON-POTABLE PUMP AT THE WASTEWATER TREATMENT PLANT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to accept the emergency purchase in accordance with MS State statute 31-7-13 from Electric Motor Sales & Service in the amount not to exceed \$7,475.00 for repair and rebuild of non-potable pump at the wastewater treatment plant” is enumerated, this consent item is thereby approved.

33. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CURRY WELL ELECTRICAL REHABILITATION PROJECT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the Curry Well Electrical Rehabilitation Project” is enumerated, this consent item is thereby approved.

34. CONSIDERATION OF APPROVAL OF CHANGE ORDER #3 FOR A PRICE DECREASE OF \$39,150.00 FOR THE INFLUENT LIFT STATION REHABILITATION PROJECT FOR FINAL QUANTITY ADJUSTMENTS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval of change order #3 for a price decrease of \$39,150.00 for the influent lift station rehabilitation project for final quantity adjustments” is enumerated, this consent item is thereby approved.

35. REQUEST AUTHORIZATION TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS (RFQ) FROM QUALIFIED FIRMS TO PROVIDE GRANT MANAGEMENT CONSULTANT SERVICES FOR PROJECTS RELATED TO ELECTRIC INFRASTRUCTURE GRANTS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the July 7, 2026 Official Agenda, and to accept items for consent, whereby the “approval to advertise for request for qualifications (RFQ) from qualified firms to provide grant management consultant services for projects related to electric infrastructure grants” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill stated that she hoped everyone had a great 4th of July and the fireworks at the Cornerstone Park were well attended. Mayor Spruill noted that this weekend we do have the Jeffrey Simmons Football camp, this is the third year, with 400 kids on Friday and 300 plus kids on Saturday. She expressed her appreciation of his participation in Starkville.

JOB ESTIMATE



ELECTRIC MOTOR SALES & SERVICE
PO BOX 2225
COLUMBUS, MS 39704
UNITED STATES
(662)-327-1606

JOB NO 38842
RECEIVED DATE 6/12/2026
PAGE 1

S 000145
O STARKVILLE UTILITIES
L ACCTS PAYABLE
D P.O. BOX 927
T STARKVILLE, MS 39760
O

S 000001
H STARKVILLE UTILITIES
I WASTEWATER TREATMENT PLANT
P 305 SAND RD
T STARKVILLE, MS 39759
O

CUSTOMER PO #	PO RELEASE #	MISC NUMBER
---------------	--------------	-------------

NAMEPLATE DATA

MAKE:PACO; MODEL:CAT# 29-20951-725061; TYPE:STOCK# 97799354; SERIAL #:1971067336-10; DESC:PUMP

SPECIAL INSTRUCTIONS

RUSH OVERTIME!!! EMERGENCY BREAKDOWN!!!

LABOR CODE / ITEM ID	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
REPAIR ON PUMP			1.00	7,475.000	7,475.00
TOTAL					7,475.00

Repair Estimate

Valid for 30 calendar days from the above date
Estimate does not include Sales Tax if applicable.
Estimate does not include Freight if applicable.
Based upon our Standard Terms and Conditions

Received By: _____

Date: _____

7/7/26



07/07/2026 09:43 AM
(ET)

MS.gov 85

ACH CREDIT RECEIVED
MS.gov 8564 260707 CRASH REPORT

\$40.00

CHANGE ORDER

(Instructions on reverse side)

No. 3-Final

PROJECT: City of Starkville – Influent Pump Station Rehabilitation

DATE OF ISSUANCE: June 23, 2026

EFFECTIVE DATE: _____

OWNER: City of Starkville, Mississippi

OWNER's Contract No. MS-21497

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

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

Description: Final and Summary change order to adjust contract quantities to match quantities used
Extend project substantial and final completion dates by 30 days

Reason for Change Order: Project Closeout

Attachments: (List documents supporting change): Engineer Summary
Tnemec shipping and return product slips

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$ <u>1,481,630.00</u>	Substantial Completion: <u>May 7, 2026</u>
	Ready for final payment: <u>June 5, 2026</u> days or dates
Net changes from previous Change Order No: <u>1</u> to No: <u>2</u>	Net change from previous Change Orders No: <u>1</u> to No: <u>2</u>
\$ <u>-52,580.00</u>	<u>0</u> Days
Contract Price prior to this Change Order	Contract times prior to this change order
\$ <u>1,429,050.00</u>	Substantial Completion: <u>May 7, 2026</u>
	Ready for final payment: <u>June 5, 2026</u> days or dates
Net decrease of this Change Order	Net Increase of this Change Order
\$ <u>-39,150.00</u>	<u>30</u> Days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ <u>1,389,900.00</u>	Substantial Completion: <u>June 6, 2026</u>
	Ready for final payment: <u>July 6, 2026</u> days or dates

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

APPROVED:

By: [Signature]
Owner (Authorized Signature)

Date: 7/7/26

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

City of Starkville, Mississippi
Influent Pump Station Rehabilitation
Final and Summary Change Order # 3

Actual Quantity Used

Bid Item	Description	Bid Quantity Units	Quantity Shipped to Site	Quantity Returned to Manufacturer	Quantity Used
8	Tremec Series 217-1000 Mortar Clad	1289	1280*	261*	1,019

* Note: See attached Packing and Return Slips from Contractor

Total Cost (Contract)

Bid Quantity	Unit Cost	Total Cost
1289	\$145.00	\$186,905.00

Total Cost (Actual)

Quantity Used	Unit Cost	Total Cost
1019	\$145.00	\$147,755.00

Deductive Amount:

\$186,905.00
-\$147,755.00
\$39,150.00

Contract Price	\$	1,481,630.00
Change Order 1	\$	(57,950.00)
Change Order 2	\$	5,370.00
Change Order 3	\$	(39,150.00)
Final Contract Price	\$	1,389,900.00

☐	07/07/2026 09:43 AM (ET)	STATE OF MS PA	PREAUTHORIZED WITHDRAWAL STATE OF MS PAYMENTS 260707 700266208554	\$1,506.19
☐	07/07/2026 09:43 AM (ET)	BLUE CROSS OF MS IN	PREAUTHORIZED WITHDRAWAL BLUE CROSS OF MS INSUR PREM 260707 0017913	\$33,831.30
☐	07/07/2026 09:43 AM (ET)	STATE OF MS PA	PREAUTHORIZED WITHDRAWAL STATE OF MS PAYMENTS 260707 697237555026	\$8,400.00

BOARD OF ALDERMEN COMMENTS: Vice Mayor Perkins noted he would like to mention 3 things to the Board. Vice Mayor Perkins noted that he and the family of Theotis Weaver, Sr appreciated the proclamation the Mayor prepared. He thanked Alderman Vaughn for attending the funeral as well as the City Engineer, Chris Williams. He noted that former employee Mr. Terry Kemp was on the program for reflections and did a outstanding job in representing the City and the Utility Department. Vice Mayor Perkins also noted that Ms. Tiara Cole and former city employee, Subrina Phipps, Mr. Keiven Ware and a number of city employees were in attendance and that the City was so well represented. Vice Mayor Perkins noted that the family was so appreciative of such a strong presence to give support to them during their bereavement. Vice Mayor Perkins wanted to thank the Human Resource Consultant, Mr. Nav Ashford and his team for giving him a happy 33rd anniversary card and noted that he was number 2 in seniority in the entire workforce. He also noted a matter that was brought up at the last work session on June 12, 2026. He noted that there was an agenda item where there was a representative from TVA and Atwell and Gent saying the Starkville Energy Project for a new development on Industrial Park Road. He noted that this meeting was the first-time hearing about it. Vice Mayor Perkins noted that these things need to have full transparency and accountability. He noted that we want to keep the community safe and healthy and what impact would have on our water, infrastructure, electricity, rates, pollution, and our police and fire departments. He noted that this could potentially have some negative impacts and that he would not do anything that would negatively impact this community. Vice Mayor Perkins noted that he would ensure that whoever comes to our community is a good neighbor and brings strength, energy and positivity. He noted there have been a lot of questions about the Starkville Energy Project, the location already being chosen and will this require any special exceptions. Vice Mayor noted that it was his job as an Alderman to ask these questions and would like to know more of the facts. Alderman Brooks noted that the Jeffrey Simmons football camp has expanded that girls can now attend and his granddaughter would be attending.

CITIZEN COMMENTS: Alvin Turner, Ward 7, noted that it has been 10 years, July 4th, that his brother passed away and thanked the Mayor and Board for everything they have done. He noted that the people of South Montgomery are concerned with all the construction going on that it is putting pressure on the water line. Pam Jones expressed concern and requested more information on the crypto data center She noted that she had watched the June 12 work session and read the article that was published in the Commercial Dispatch. She stated that as a citizen she is concerned and would like to be sure there are ordinances in place that will cap the noise and especially at night and that there will be water and power management with a detailed usage plan to make sure the citizens do not run out of water. She noted that she would like the City Engineers to be involved. That we would prohibit open loop or once through water cooling systems and an on-site groundwater well if that would be appropriate. Ms. Jones noted that she would like to have a community interface where there would be a website where we could keep up with issues and concerns. Laurel Lynn Rowse, Ward 3, commented Oktibbeha County had given notice to the Link and that in 2 years when the contract comes up, they may withdraw from the Link. She noted that the regional partnership is very important to our area and that she supports the City maintaining that regional relationship. She stated that she understands why the County gave notice and it was for the staff turnover and that the region needs to be partnered. Eadie Keenam, Ward 7, stated that her main concern was the crypto mining facility and stated that she was upset that it was not agenda item today. She asked if the community has questions and concerns, who would be the best person to get in contact with and what are the best meetings to show up to concerns addressed. She stated that she has more questions than she can fit in 3 minutes. Mayor Spruill stated that she would get in contact with her about her concerns. Clark Price, Ward 1, stated that he would like to talk about the crypto mining facility and what he has been given or what he has read online, it is about a 30-megawatt facility, which uses a tremendous amount of heat and power and it is equivalent to basically doubling the size of Starkville and that it is about 19,000 homes would use that amount of per time. He noted that he did not know if it's going to be liquid cooled or fan cooled and what is the basis on that. He stated that they would be operating 24 hours a day and there are low frequency

issues that can arise that can affect environmental, the residents of Starkville and can travel for miles on low frequency because it can be anywhere from 5 feet to 50 feet on a wavelength and it would pass through solid matter, like buildings. He noted that we need to make sure that we are keeping our people safe because it can disrupt sleeping habits, give headaches, oral strain and pressure, affect your ears. He stated that he believes there needs to be acoustic study as many things will need to be verified by independent people. He noted that we need to do our due diligence. He noted that electricity is a continuous load for a data center because they are constantly going. If it is crypto mining, they are going to run wide open, and the fans would make a ton of noise and use a ton of power. He wants to know how this is going to affect the citizens. Jashon Conyers noted with the Link and the notice that was given by Oktibbeha County and how it would affect Starkville and how does the Board feel about it. He asked what the benefit or impact would be as far as possibly leaving. Mr. Conyers stated that his next topic is housing and would there be a housing coalition and whether there was any information that could be given on this topic. He stated that there are a lot of people who are being affected as far as housing pricing rising and rent prices increasing. Austin Wyman noted concerns about the mining center. He stated he believes the center will eventually go from a mining center to an AI data center and does not think it will be profitable. Tiffany Womack stated concerns on the mining center and asked how available information would be on studies and contractual obligations. She noted that she would like to know how TVA would handle peak times or power distribution. She asked if the company needed upgrades to the structure or to go bankrupt would that responsibility fall back on the citizens. She stated that she would like to know if that information would be available so that more informed decisions could be made. Dalton Pruitt, Ward 2, noted a concern about the bitcoin mining facility that he can think of that has not been mentioned yet and that is the potential noise impacts on wildlife and the proximity to the humane society. Mayor Spruill closed citizens comments. She noted that a work session was held on June 12, 2026 and it outlines a lot of the questions that have been asked. Mayor Spruill stated that this is a project that has not yet come before the staff to determine it. She noted that this project is in such early stages. Mayor Spruill noted that she wanted to make sure based on all things going on throughout the nation that we started this discussion early to learn as much as we could, which is why she brought it to the Board as an opportunity for us to begin that process of learning. She stated that the Board is nowhere near making decisions, which is why it isn't on the agenda and won't be on the agenda for some time as it must go through the staff process first. Mayor Spruill stated that all the questions that have been asked are going to be things that will be provided and that we will learn from it and then the staff may or may not have recommendations one way to the Board but by the time it makes its way to the Board, we will have all of this information that you have asked and that we have some of the information from the June 12, 2026 work session meeting. Mayor Spruill noted that she would be happy to reach out to the citizens and will make sure the information is out there to answer questions.

FIRST PUBLIC HEARING FOR AMENDING THE RENTAL HOUSING SECTION OF THE UNIFIED DEVELOPMENT CODE TO INCLUDE SHORT TERM RENTALS.

Mayor Spruill stated that this public hearing is a section of the unified development code to include short-term rentals. She noted that the short-term rental ordinance is to include in our rental housing section of the unified development code and that we have the long-term rentals in there now, but it does not address what has become prevalent in the community, which is Airbnb's, VRBO's, those that renting for a weekend. Mayor Spruill stated this was brought up about 5 years ago but nothing became of it and what has brought it back is the fact that the legislature has now included from anything for one bedroom and up to be part of our hotel motel tax. She noted that this is a very robust industry in Starkville based on athletic events and people coming to town and not being able to get a hotel room because we are short about 300 hotel rooms and that whether it is because people can't get a hotel room or they prefer that way of Airbnb's or VBRO's. She noted that there is a reason for us to collect the 1% and 2% hotel motel tax. Mayor Spruill noted that it is not an imposition of a 1% and 2% sales tax or food and beverage hotel tax that is not already in existence and that we already have it. So, this is a matter of making sure that those who fall under that, that we are capturing that information. She noted that it is not paid by the Airbnb owner but by those who are renting the Airbnb, just like you go to a hotel and pay your hotel room with included the 1% and 2% hotel motel tax. Mayor Spruill noted that the information that has been

provided is an intent statement and the intent is to include short-term rentals and that we have a definition of that. She noted that we would have a registration and the registration fee would be \$15 and that we have added in a licensing section, an occupancy load. Vice Mayor Perkins noted that he looked at surrounding areas ordinances a few months ago, and while reviewing he noted that they were collecting a \$125 application fee and a \$50 annual renewal fee. He noted that he feels that is a very reasonable governmental amount and that it would help offset the administration cost because it is going to take staff to be involved in the implementation and the effectuation of the terms and provisions. Vice Mayor Perkins stated that he would like the Mayor and Board to consider the increase of registration and annual fees.

Mayor Spruill opened the Public Hearing to the public.

Speaking for:

Christina Kilcreas noted that they have an Airbnb across the street from them and have worked with the manager and everything is working well, but that problem is the garbage. She noted that the garbage can is filled at 11:00 on Sunday when the tenants leave and that it is overflowing and the animals get in the garbage can and trash gets spilled into the street and then the wind blows it all up and down the street. She noted that they are not able to walk up and down the street to clean it up, she has written complaints and would like this to be addressed. Laurel Lynn Rowse asked for the Mississippi Code Section to be checked that was included. She noted that she does support this because we are a City that has an SEC university right next door and that brings a lot of people to town. She noted that there are a lot of rental properties in town and believes they should be contributing the same as the hotels.

Mayor Spruill closed the Public Hearing.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 334 N LONG ST, STARKVILLE, MS 39759 WITH PARCEL NUMBERS, 118O-00-032.00 IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Code Enforcement Officer Michael Harvey under Miss. Code Ann. § 21-19-11 to determine whether the property located at 334 N Long st, Starkville, MS 39759 with parcel numbers, 118O-00-032.00 in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

Initial inspection of 334 N LONG ST, STARKVILLE, MS 39759, with the parcel number 118O-00-032.00, was performed by Code Enforcement Officer Michael Harvey on May 4th. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as rotting fascia on the east side of the home and a sagging roof. This is causing many issues for the neighboring properties, such as the appearance of the neighborhood and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

A Notice of Violation was mailed to RAINER EVA MAE , the property owner of the 334 N LONG ST, STARKVILLE, MS 39759, as well as the property address on May 22, 2026 by Officer Michael. Harvey.

An Administrative Inspection Warrant was signed by Judge Kelley on June 22, 2026 and served on June 23, 2026. Building Official Stein McMullen was present during the execution of this warrant. The Administrative Inspection Warrant showed sagging of the roof, rotted weather striping and soffits. The west side of the home showed damaged siding and the back porch in a state of collapse. In the entrance of the home the floor had holes covered by carpet and the whole floor was tilting to the far back right corner upon entry. The ceiling in the kitchen was in a state of collapse. And several rooms throughout the house had cracks in the ceiling and walls. The floor throughout the house had cracking and holes as well.

Notices of the Public Hearing were posted on the front entrance window at City Hall and on the property on June 23, 2026. A Notice of Public Hearing was mailed on June 23, 2026, to the property tax payer/owner, RAINER EVA MAE. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

Mayor Spruill opened the Public Hearing to the public.

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

Alderman Moreland asked if the property owner had been contacted. Mayor Spruill stated they had contacted the owner through the proper steps but have not spoken directly with the owner. Alderman Sistrunk asked were people living in the house. Officer Harvey stated that 2 people were living there but he was unsure if it was under rental or not. He noted the owner of the property had not reached out to them in response to the certified letters that were sent. He stated that the residents were made aware and notified of the public hearing.

36. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 334 N LONG ST, STARKVILLE, MS 39759 WITH PARCEL NUMBERS, 118O-00-032.00 IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Pochop, and adopted by the Board to approve under Miss. Code Ann. § 21-19-11 to determine whether the property located at 334 N Long st, Starkville, MS 39759 with parcel numbers, 118O-00-032.00 in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur. The Board voted as follows:

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

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

ORDINANCE NO. 2026-__

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

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

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

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

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

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

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

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

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

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

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

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

ORDAINED AND APPROVED, this the __ day of _____, 2026, at the _____ Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

D. Lynn Spruill, Mayor, City of Starkville

Joanna McLaurin, City Clerk

SECTION 1: AMENDMENT “17.6.1 Intent” of the City of Starkville
Unified Development Code is hereby *amended* as follows:

AMENDMENT

17.6.1 Intent

This code shall apply to all long-term rental housing units and short-term rental housing units located within the City of Starkville, Mississippi, including all residential dwelling unit types. The intent of this code is to establish base standards for rental housing units in Starkville to prevent or correct slum and/or blighted conditions and protect the health, safety and welfare of the community. This code does not require existing rental housing units with normal wear and tear to be brought up to the requirements of the current adopted technical codes unless building permits are required in accordance with Section 17.3. This code shall not apply to hotels, motels, ~~short-term rental, and/or~~ any bed and breakfast, campers, RVs, other mobile lodging, group homes, and/or hospitals.

SECTION 2: AMENDMENT “17.6.2 Registration, Licensing, And Inspection” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

17.6.2 Registration, Licensing, And Inspection

It shall be unlawful for any person and/or entity to maintain or operate any rental housing unit(s) within the City of Starkville unless such person or entity has registered the property and has obtained a rental housing license ~~and~~, the City of Starkville's privilege license, and is in compliance with the State of Mississippi occupancy tax registration and remittance as applicable to short-term rentals under Mississippi code section 27-5-23.1.

A. Registration Fee

1. All persons or entities who have long-term rental property within the City are required to register their property(ies) within 60 days after the effective date, March 17, 2022 of the ordinance and before the property is rented for the first time after a certificate of occupancy is granted.
2. All persons or entities who have short-term rental property within the City are required to register their property(ies) within 60 days after the effective date, _____, 2026 of the ordinance and before the property is rented for the first time after a certificate of occupancy is granted.
3. A registration fee, to be established by action of the Mayor and Board of Aldermen, per rental unit shall be due upon registration. A registration fee shall also be required upon any change in ownership. The registration for short-term rentals must be renewed annually. Renewal may be denied for repeated violations of this section, failure to maintain required licenses, or repeated verified nuisance violations.
4. Failure to pay the registration fee for long-term rental property within sixty (60) days after the effective date, March 17, 2022, of the passage of this ordinance shall be considered a violation and enforced in accordance with Section 3.19. In addition to penalties, as outlined in Section 3.19.2, revocation of the certificate of occupancy for each unregistered unit may occur.
5. Failure to pay the registration fee for short-term rental property within sixty (60) days after the effective date, _____, 2026, of the passage of this ordinance shall be considered a violation and enforced in accordance with Section 3.19. In addition to penalties, as outlined in Section 3.19.2, revocation of the certificate of occupancy for each unregistered unit may occur.
6. A Notice of Violation will be issued to the owner of the property and/or a responsible party or agent where the alleged violation occurred, a failure to Register Rental Housing Property may result in a per unit per day fine in accordance with the Fee and Fine Schedule in addition to reimbursement for any administrative fees incurred. Allowing ten (10) calendar days to correct the violation.

- B. License application.** Application for an initial rental housing license shall be filed with, and issued by, the Community Development Department. The applicant shall be

the property owner, agent, or manager and shall have the authority to provide consent for inspections. The application shall include the following:

1. The name and address of the property owner.
 2. The name and address of the agent or manager if applicable. In the case of a domestic or foreign entity the street address of the in-state register agent.
 3. Signature of the property owner, agent, and/or manager.
 4. Phone number and email address of the property owner, agent and/or manager.
 5. For short-term rentals only, the name and phone number of a responsible local contact capable of responding within one (1) hour to complaints or emergencies.
 6. The Enhanced 911 (E911) address, ~~and~~ unit/suite number of each individual rental unit, and parcel ID.
 7. Proof of identity
 8. A~~For long-term rentals only,~~ a statement as to whether utility services will be provided by the owner or be the tenant's responsibility.
 9. For short-term rentals only, each rental unit must identify if the unit is a Hosted, Unhosted, or Dedicated Vacation Rental on the application.
 10. Proof of Starkville privilege license with owner's name and/or agent's name listed.
 11. Such other information may be requested by the Community Development Department to enable it to determine if the proposed rental housing unit or complex will comply with legal requirements.
- C. **License transfer.** Any change of ownership of a residential dwelling unit shall require a license transfer.
- D. **License revocation.** The Community Development Department may revoke any license to maintain and operate a rental housing unit or complex when the licensee has been found guilty by the court of violating any provisions of this section, not being in good standing with the Mississippi Secretary of State, and/or of knowingly providing false or incomplete information in the process of application for a license or certificate of occupancy. After such conviction, the license may be reissued if the circumstances leading to the conviction have been remedied and the rental housing unit or complex is being maintained and operated in full compliance with the law.
- E. **Inspections.** The Building Official or designee may request to inspect any rental housing unit(s) or complex(es).
1. **Personnel.** The Building Official or designee is authorized to make reasonable and necessary inspections of rental housing units and premises to determine compliance with this section.
 2. **Access.** Building Official or designee may request to inspect the rental housing unit and upon reasonable notice be allowed access to any part of such rental housing unit for the purpose of making such inspections. If the owner, agent, manager, or tenant of any rental dwelling unit refuses entry upon request of the Building Official or designee to carry out an inspection in accordance with this section, the City may make an application to the appropriate judicial officer for a warrant based upon constitutional standards in effect at the time of the application, and shall not make an entry in the absence of consent, a lawful warrant, or other legal authority.
 3. **Failure of Inspection.** If upon inspection, violations of interior or exterior

standards exist, the owner, agent, or manager will be required to correct all violations within a reasonable period of time as determined by the Building Official or designee not to exceed ninety (90) days. In the event the rental housing unit becomes unoccupied, future occupancy will be prohibited until all violations have been corrected and the unit has been reinspected by the City and deemed to comply.

DRAFT

SECTION 3: AMENDMENT “17.6.8 Rental Housing Standards” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

17.6.8 Rental Housing Standards

- A. **Sanitary facilities.** The owner, agent, or manager of a rental housing unit shall provide for the removal of garbage and refuse by an agreement with the City of Starkville Sanitation and Environmental Services Department. The owner, agent, or manager of the rental housing unit shall provide for the removal of any furniture, appliances, or other items removed from the rental housing unit or abandoned on the property, which do not meet the guidelines for removal by the City of Starkville. Placing such materials or allowing such materials to be placed in the right-of-way shall be a violation of this section.
- B. **Food preparation facilities.** Every long-term rental housing unit shall have a kitchen or access to a kitchen area with suitable space and equipment to store, prepare, and serve food in a sanitary manner. This section shall not apply to short-term rental housing unless a food preparation facility is provided.
1. **Kitchen sink.** Every kitchen or kitchen area shall contain a fixed kitchen sink in sound condition, functioning properly, and properly connected to an approved hot and cold-water system and a sewage system.
 2. **Liquid-seal traps.** Kitchen plumbing fixtures shall be separately trapped by a liquid-seal trap that will eliminate the passage of sewage gases into the kitchen. The liquid-seal traps shall be located as near the outlet as possible.
 3. **Flow of water.** Kitchen plumbing facilities shall have a reasonable flow of water and the minimum flow of hot or cold water issuing from a faucet or fixture shall be not less than one gallon per minute.
 4. **Oven and range or stove.** Every kitchen or kitchen area shall be equipped with a cooking oven and range or a stove properly connected and in sound condition. If the oven, range, and/or stove is provided by the tenant per the rental agreement, the owner, agent, or manager is exempt from this provision.
 5. **Refrigerator.** Every kitchen or kitchen area shall be equipped with a refrigerator properly connected and in sound condition. Refrigerators shall be capable of maintaining a temperature between forty degrees (40°) and forty-five degrees (45°) Fahrenheit. Refrigerators shall have some capacity for storing frozen food. If the refrigerator is provided by the tenant per the rental agreement, the owner, agent, or manager is exempt from the provisions of this section.
 6. **Sanitary surfaces:** preparation and storage areas. Countertops, food preparation surfaces, food storage pantries and cupboards shall be easily cleanable and free from holes, breaks or cracks that can leak, or may injure a person or may permit the harborage of insects and dampness that may promote the growth of bacteria.
 7. **Storage of garbage.** No owner, agent or manager of any rental housing unit shall permit upon his premises the exterior accumulation of any garbage or refuse, except in covered portable containers of rust-resistant metal, rubber, plastic or similar material. Garbage or refuse shall only be placed curbside in accordance with The Code of Ordinances. The owner, agent, or manager of any

rental housing unit(s) shall be responsible for the correct placement of curb side garbage or refuse and the removal of any garbage container.

C. **Electrical service and lighting.** Every rental housing unit shall have electrical service and lighting properly installed and maintained in sound condition adequate to support the health and safety of occupants, permit the safe use of electrical appliances and permit normal indoor activities.

1. **Outlets, switches, and light fixtures.** All indoor and outdoor outlets, switches, and light fixtures shall be operable and fully intact.
2. **Ground-fault circuit-interrupters (GFCI).** All electrical convenience outlets installed outside or in bathrooms and within six (6) feet of a water source, which includes a lavatory or kitchen sink shall have ground-fault circuit-interrupter protection, provided it can be installed without additional wiring to the main electrical service panel. As used in this section, a bathroom is an area with a tub or shower, with or without a lavatory.
3. **Stairway and hall lights.** Every light fixture within any public or common stairway, hallway, corridor, or breezeway in or leading into multifamily dwellings shall be operable at all times.
4. **Exterior entrances.** Every building serving four (4) or more rental housing units shall have the main building entrances lighted with specific lighting during nighttime hours other than street lighting. The entrances into individual rental housing units shall also be provided with specific lighting which shall be controlled either automatically or manually by a switch controlled by the tenant.
5. **Installation and maintenance.** Every outlet, switch, and fixture shall be properly installed and maintained in sound condition. No owner, agent or manager shall provide, install or allow to be installed or used any frayed and exposed wiring; wiring unprotected by proper covering; fixtures in disrepair; tacked extension cording; or makeshift wiring, outlets or fixture repairs or which may injure a person.

D. **Thermal environment.** Every rental housing unit shall contain safe heating equipment and systems which are properly installed and maintained in sound condition and capable of providing adequate heating and cooling, appropriate for the climate, to assure a comfortable and healthy living environment.

1. **Heating requirements.** Every rental housing unit shall have heating under the tenant's control, capable of safely heating all habitable rooms. . Permanently installed heating facilities shall provide required heating in accordance with the Property Maintenance Code that can safely maintain a minimum room temperature of sixty-five degrees (65°) degrees Fahrenheit.
2. **Cooling requirements.** Every rental housing unit shall have a cooling system under the tenant's control, capable of safely cooling all habitable rooms. Permanently installed cooling systems shall provide required cooling in accordance with all applicable codes that can safely maintain a maximum temperature of eighty degrees (80°) Fahrenheit.
3. **Unvented combustion heaters are prohibited.** No owner, agent, or manager shall provide, install, or allow to be installed or used any unvented portable space heaters burning solid, liquid, or gaseous fuels.
4. **The use of a cooking appliances as a heater is prohibited.** No owner, agent, or manager shall allow the use of any ovens, stoves, or ranges, or other cooking

appliances for the purpose of heating any portion of a dwelling.

E. **Doors, windows, and ventilation.** Every rental housing unit shall have doors and windows which provide adequate natural light and ventilation to permit normal indoor activities and support the health and safety of the occupants while providing protection from the elements and privacy for the occupants.

1. **Windows.** Windows shall be maintained in sound condition. Exterior windows shall fit the window openings and shall be properly sealed or weather-stripped in a manner that prevents the entrance of the elements or vermin or excessive air escape or infiltration. The fit of exterior windows shall not otherwise diminish the thermal efficiency of the structure.
2. **Exterior doors.** Exterior doors leading into rental housing units shall fit the door openings and shall also be weather-stripped in a manner that prevents the entrance of the elements or vermin or excessive air escape or infiltration. The fit of exterior doors shall not otherwise diminish the thermal efficiency of the structure. Exterior doors, door hardware and door frames shall be maintained in sound condition and capable of the use intended by their design.
3. **Interior doors.** Interior doors, door hardware and door frames shall be maintained in sound condition and capable of affording privacy to the occupants.

F. **Space and occupancy.** Every rental housing unit shall have sufficient access and space to allow for adequate living and sleeping conditions while providing for the occupant's health, safety, privacy and general welfare.

1. **Long-Term Rental Housing Unit Occupancy Load.** Every single dwelling unit (single-family) rental housing unit shall provide at least one hundred (100) square feet of floor area for each occupant. The floor area is to be calculated on the basis of total dwelling unit area.
2. **Long-Term Rental Housing Unit Interior access.** In any rental housing unit, access to bedrooms and bathrooms shall be from within the unit.
3. **Short-Term Rental Housing Unit Occupancy Load. maximum occupancy shall be two persons per legal bedroom plus two additional occupants**

G. **Safety and security.** Every rental housing unit shall have a locking device properly installed and in sound condition capable of the use intended by its design which restrict unlawful entry, smoke detectors to provide fire safety, and shall be maintained free from hazards to the health, safety or welfare of the occupants.

1. **Tripping hazard on stairways.** Every inside and outside stairway shall be maintained in sound condition and free from any broken, rotted, or missing steps or tripping hazards.
2. **Guardrail and enclosures on stairways.** Every stairway which exceeds thirty (30) inches in height shall be protected by a guardrail and enclosure material in sound condition.
3. **Guardrail and enclosures on balconies and porches.** Every balcony or porch higher than thirty (30) inches above the ground shall be protected by a guardrail and enclosure material in sound condition.
4. **Exterior doors.** Exterior doors leading into rental housing units or tenant storage rooms, which are reasonably accessible, shall have a locking device properly installed and in sound condition capable of the use intended by its design.

5. **Windows.** Every openable window reasonably accessible from the outside shall have a locking device or devices properly installed and in sound condition capable of the use intended by its design. Such devices shall prevent opening, lifting or sliding of the locked window from the exterior of the unit.
 6. **Smoke detectors.** Smoke detectors shall be installed in all existing rental housing units. The installation of smoke detectors shall at least meet the requirements specified in the International Code Council Property Maintenance Code (IPMC). The owner, agent, and/or manager shall be responsible for the installation, replacement of batteries, and maintaining appropriate records of required smoke detectors. Smoke detectors shall always be operable, and batteries replaced annually, or on an as needed basis. Upon termination of a tenancy in any rental housing unit, the owner, owner's agent or manager shall insure that any required smoke detectors are operational prior to re-occupancy of the unit. Proof of battery replacement shall be required as part of inspection.
- H. **Maintenance.** Every rental housing unit interior and exterior shall be maintained in a condition which provides the occupants with protection from the elements, a safe and healthy living environment and housing free from deterioration or slum-like conditions.
1. **Interior holes, cracks, or breaks.** Every floor, interior wall and ceiling, and all appurtenances thereto shall be kept in sound condition and free of holes, cracks or breaks that may injure a person, admit or harbor vermin, admit dampness or restrict privacy. Every hole cut in floors, walls or ceilings for the passage of plumbing fixtures or pipes shall be sealed to prevent the passage of insects and vermin.
 2. **Floor coverings tripping hazards.** Floor coverings that are torn or loose and located on a stairway or within three (3) feet of a stairway shall be removed or repaired to prevent tripping. Tears in excess of six (6) inches and tears or projections rising one-quarter ($\frac{1}{4}$) inch or more above the floor surface in any location present a tripping hazard and shall be repaired.
 3. **Floor coverings deteriorated, unsafe, and/or unsanitary.** Floor coverings such as carpeting, tile, linoleum and similar materials shall be repaired or replaced when the floor covering is severely deteriorated or when the condition of the floor covering creates an unsafe or unsanitary environment.
 4. **Exterior weathertight, watertight, and vermin proof.** Every foundation, roof and exterior wall shall be reasonably weather tight, watertight and vermin proof and shall be kept in sound condition.
 5. **Exterior deteriorated or slum-like.** All exposed exterior surfaces shall be maintained so as to be impervious to moisture and weather elements and every rental housing unit shall be free of broken, rotted, split or buckled exterior wall coverings or roof coverings. All exposed exterior surfaces shall not otherwise present a deteriorated or slum-like appearance and will meet the specific requirements which follow.
 - a. All exterior wood surfaces shall be protected from the elements and from deterioration by paint or other protective treatment; except such wood surfaces composed of wood that is naturally resistant to decay and naturally resistant to insects.

- page 9

complaints or violations.

SECTION 4: AMENDMENT “Section 18 Definitions. R” of the City of Starkville Unified Development Code is hereby *amended* as follows:

AMENDMENT

R

Rental Housing Unit, Long-term (Long-Term Rental) - Any portion of a dwelling for which payment or other consideration is being made to an owner, agent, or manager for the use or occupancy of that portion as an independent living facility for a period of time longer than thirty consecutive days, excluding transient occupancy such as hotels, motels, short-term rental and/or any bed and breakfast. It also means each apartment or each rental unit within a complex. A Long-Term Rental shall be considered a residential use and may operate only in zoning districts where residential use is permitted.

Rental Housing Unit, Short-term (STR or Short-Term Rental) - Any portion of a dwelling for which payment or other consideration is being made to an owner, agent, or manager for the use or occupancy of any portion of a dwelling for a short period of time less than thirty consecutive days. A Short-Term Rental shall be considered a residential use and may operate only in zoning districts where residential use is permitted. No Short-Term Rental shall be used for commercial events, weddings, receptions, fraternity functions, ticketed events, or similar assemblies. Short-term rentals shall also include the following:

- **Hosted Sharing** - The primary occupants or homeowners remain on-site in the residence while hosting short-term guests.
- **Unhosted Sharing** - The primary occupants temporarily vacate the residential unit while renting it out to short-term visitors.
- **Dedicated Vacation Rentals** - The property has no primary occupants and is used exclusively for transient, hotel-like lodging.

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.

334 N LONG ST, STARKVILLE, MS 39759, with the parcel number 118O-00-032.00

(Property Link)

Oktibbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 6/ 9/2026

Tax Year 2025
Records Last Updated 6/ 8/2026

PROPERTY DETAIL

OWNER	RAINER EVA MAE	ACRES : **NA**
	334 LONG ST	LAND VALUE : 8000
		IMPROVEMENTS : 14030
	STARKVILLE MS 39759	TOTAL VALUE: 22030
		ASSESSED : 3305

PARCEL

118O-00-032.00

ADDRESS

334 LONG ST

TAX INFORMATION

YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	182.14	0.00	185.78
CITY	112.37	0.00	114.62
SCHOOL	219.15	0.00	223.53
TOTAL	513.66	0.00	523.93 2.00% Penalty

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL	PT 12 D & S. 20' LOT 12 C
HOMESTEAD CODE	None		CITY BLOCK 13-A
TAX DISTRICT	5110		MAP 118O DB/PG 491/205
PPIN	011135		
SECTION	34		
TOWNSHIP	19N		
RANGE	14E		

Book

Page

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2024	THREE C FARMS LLC	NOT REDEEMED
2023	DURRANT INC	NOT REDEEMED
2022	NINETEEN FOR ME LLC	NOT REDEEMED

Back

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

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

First Notice of Violation issued on May 26, 2026.



NOTICE OF VIOLATION

Violation Address:
334 N LONG ST ,
STARKVILLE, MISSISSIPPI, 39759

Date: May 26, 2026
Case Number: CE-26-88
Parcel Number: 1180-00-032.00

Name: RAINER EVA MAE
Owner Address: 334 LONG ST STARKVILLE MISSISSIPPI, 39759

Dear Property Owner or Tenant,

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

This letter is an official written notice that you have until **June 9, 2026** to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

3.19.5.F	UDC 3.19.5.F Property or 1. Upon verification of the alleged violation by the Parcel is a Menace to the Building Official, the Code Enforcement Officer Public Health Safety and Welfare	shall provide a notice to the property owner of a public hearing with the Board of Aldermen in compliance Miss. Code Ann. § 21-19- 11. 2. If the subject property or parcel of land is found by the Board of Aldermen to be in such condition as to be a menace to the public health, safety, and welfare of the community, the Board of Aldermen may issue a judgment against the responsible persons or parties, which may result in but is not limited to Remedies and Penalties found in section 3.19.6.
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

The photographs below were taken from the public view at the city road by Officer Harvey at the first inspection on May 4, 2026 at approximately 1430 hrs.

STARKVILLE POLICE DEPT		from 05/04/2026	
Calls For Service		thru 05/04/2026 10:58	
Call #	26-014946	Dispatcher	HARVEY, M
Date/Time	05/04/2026 14:34:41	Disposition	NO ACTION
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address	334 LONG ST		
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
HARVEY, M	14:34:41	14:34:41	14:37:17
Notes	De-Assign	Case Number	





RAINER EVA MAE
334 N LONG ST
STARKVILLE MS 39759

June 23, 2026

NOTICE

PARCEL NUMBER: 118O-00-032.00
334 N LONG ST STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **July 7, 2026** before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

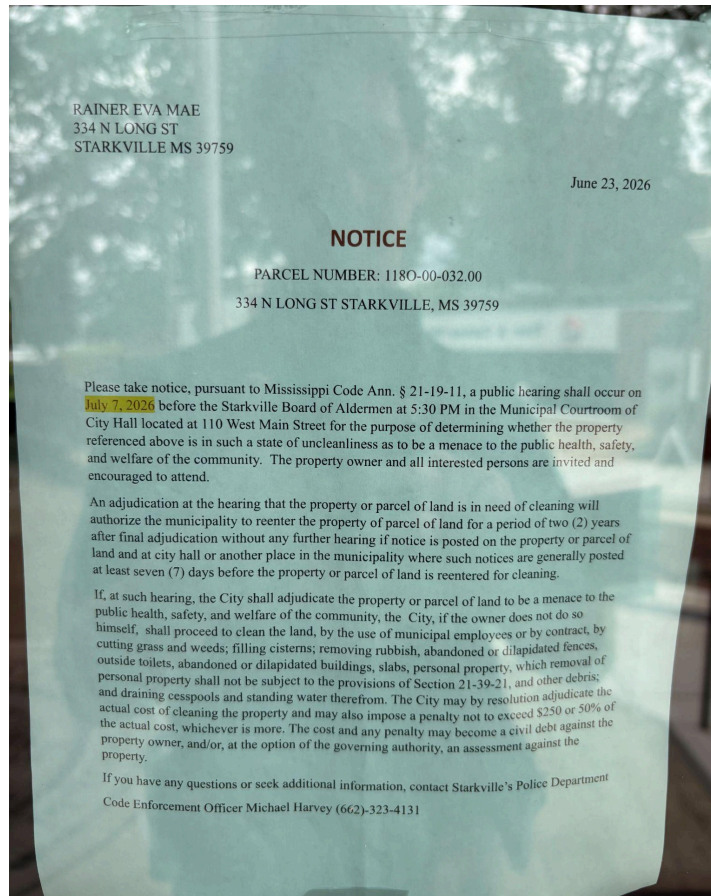
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Michael Harvey (662)-323-4131

The photograph below was taken by Officer Harvey on June 23, 2026, of the Public Hearing Notice posted in the front window at City Hall.

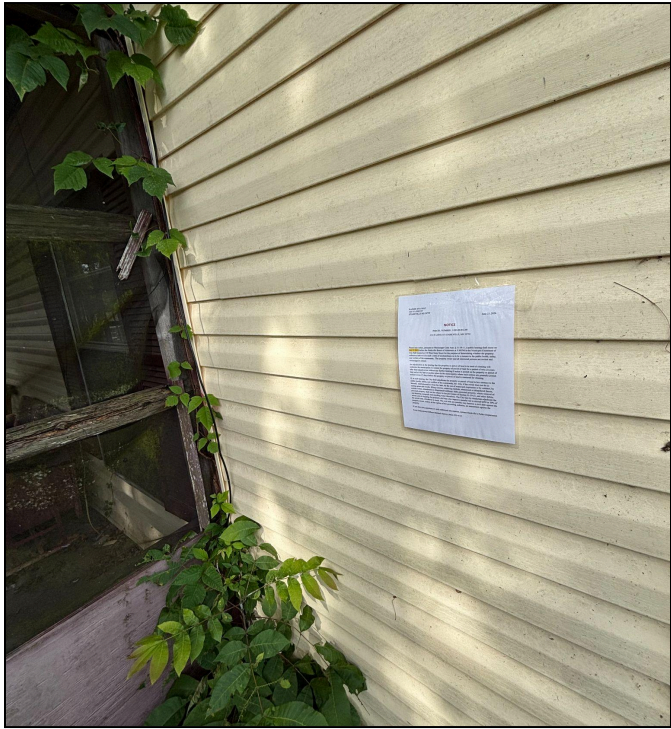
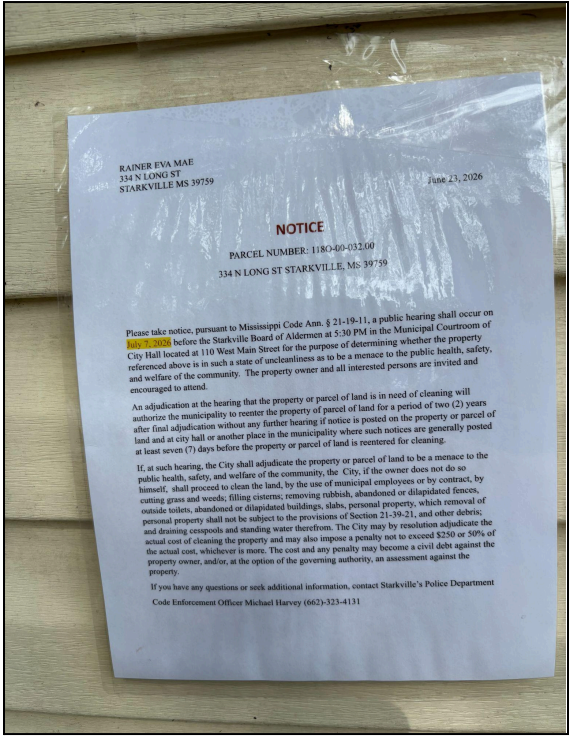
(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



(CALLCARD)

Call #	26-021506	Dispatcher	HARVEY, M		
Date/Time	06/23/2026 15:27:52	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	15:27:52	15:27:52	15:28:34		
Notes					
6/23/2026 3:28:29 PM	HARVEY, M	POSTED P.H FOR 334 N LONG ST			

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

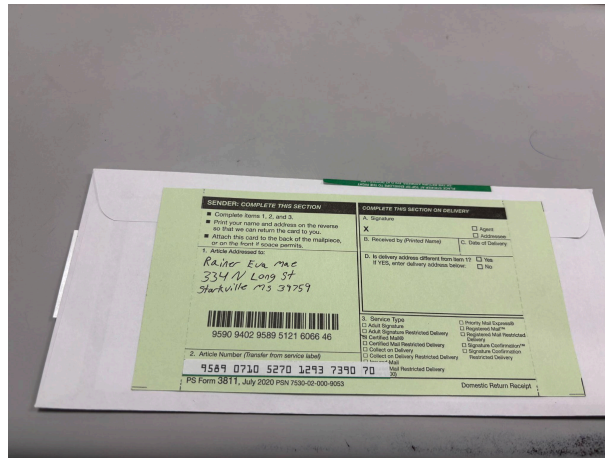


(CALLCARD)

Call #	26-021441	Dispatcher	MING, A		
Date/Time	06/23/2026 09:01:47	Disposition	ARREST		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
334 N LONG ST					
STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
GILLEN, S	09:01:47	09:01:47	10:10:35		
BRITT, C	09:06:28	09:06:36	09:47:49		
PEDEN, D	09:06:31	09:06:39	09:47:52		
MCCLENDON,	09:06:35	09:06:38	09:47:54		
HARVEY, M	09:28:15	09:28:16	09:47:47		
Notes					

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

(PHOTOS OF MAIL SENT)



(CALLCARD)

Call #	26-021441	Dispatcher	MING, A		
Date/Time	06/23/2026 09:01:47	Disposition	ARREST		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
334 N LONG ST					
STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
GILLEN, S	09:01:47	09:01:47	10:10:35		
BRITT, C	09:06:28	09:06:36	09:47:49		
PEDE N, D	09:06:31	09:06:39	09:47:52		
MCCLENDON,	09:06:35	09:06:38	09:47:54		
HARVEY, M	09:28:15	09:28:16	09:47:47		
Notes					

This Administrative Inspection Warrant was executed by Officer Michael Harvey and Building Official Stein McMullen on June 23, 2026, at approximately 0900 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 334 N Long st., Starkville, Oktibbeha County, Mississippi, Parcel #1180-00-032.00 , 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:

RAINER EVA MAE 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.

A. Kelly

Judge, Clerk, June 23, 2026 13:26:44 (UTC)

Judge

(CALL CARD)

Call # 26-021441
Date/Time 06/23/2026 09:01:47
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher MING, A
Disposition ARREST
Zone

Location Address

334 N LONG ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
GILLEN, S	09:01:47	09:01:47	10:10:35		
BRITT, C	09:06:28	09:06:36	09:47:49		
PEDE N, D	09:06:31	09:06:39	09:47:52		
MCCLENDON,	09:06:35	09:06:38	09:47:54		
HARVEY, M	09:28:15	09:28:16	09:47:47		

Notes













This photo is to show a hole in the floor that is covered by carpet. It's important to note that the floor in this same room was also completely leaning to one side of the home.



37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of July 1, 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	\$312,628.76
Airport Fund	015	\$46,757.98
Restricted Airport	016	\$107,474.27
Sanitation / Environmental Services	022	\$109,771.57
Modernization Use Tax	120	\$105,625.00
Capital Projects Fund	300	\$43,356.87
SS4A Grant Fund	304	\$107,373.35
G.O. Bond Fund	305	\$51,030.30
Main Street Project	311	\$461,150.80
Parks Capital Project Fund	312	\$9,800.00
Spring/Hwy 12 Linkage Tap	313	\$25,288.88
Park & Rec Tourism	375	\$360,297.44
Economic Dev, Tourism & Conv	630	\$193,140.76
Payroll		\$1,527,253.36
Payroll Starkville Utilities		\$3,678,803.24
Starkville Utilities		\$288,255.40
Starkville Water		\$1,088,898.33
Grand Total		\$8,516,906.31

38. REQUEST AUTHORIZATION TO HIRE STEPHEN KACHELMAN AS ASSOCIATE CITY ENGINEER/PROJECT MANAGER IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, and adopted by the Board to approve to hire Stephen Kachelman as Associate City Engineer/Project Manager 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.

39. A MOTION TO GO INTO CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a Closed Session to determine if there is a proper cause for Executive Session. Upon the motion of Alderman Pochop, seconded by Alderman Vaghn, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. The Board entered closed session.

40. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Brooks offered a motion to go into Executive Session for the purpose of discussion of land acquisition/sale. Following a second by Alderman Pochop, the Board voted as follows to enter Executive Session:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. The Mayor invited the public back in and then announced that the Board had decided to go into Executive Session for the purpose of discussion of land acquisition/sale. The Mayor and Board then went into Executive Session.

41. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Pochop offered a motion, seconded by Alderman Skinner, to exit Executive Session and return to open session. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

42. CONSIDERATION OF APPROVAL TO SELL A SMALL PIECE OF PROPERTY THAT WAS ENCROACHED UPON DUE TO A SURVEY ERROR.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the sale of a small piece of property that was encroached upon due to a survey error. The Board voted as follows:

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

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

43. MOTION TO RECESS UNTIL JULY 21, 2026 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Pochop, for the Board of Aldermen to recess the meeting until July 21, 2026 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE 21st DAY OF JULY, 2026.

Attest:

D. LYNN SPRUILL, MAYOR

JOANNA MCLAURIN, CITY CLERK