Mayor
D. Lynn Spruill

Vice Mayor
Roy A'. Perkins

Board of Aldermen
Kim Moreland
Sandra Sistrunk
Kyle Skinner
Mike Brooks
William Pochop
Henry Vaughn, Sr.

City Attorney
Berk Huskison

Interm Human Resources Director/Consultant
Nav Ashford

City Clerk
Joanna McLaurin

Chief Financial Officer
Webb Corban

Utilities General Manager
Edward Kemp

Police Chief
Mark Ballard

Fire Chief
Dewayne Davis

Technology Director
Joel Clements, Jr.

City Engineer
Cody Burnett

Court Clerk
Monica Lairy

Sanitation and Environmental Services Director
Chris Smiley

Airport Director
Rodney Lincoln

City Planner
Daniel Havelin

Building Official
Stein McMullen

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, JUNE 2, 2026
5:30 PM, COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

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

B. CONSIDERATION OF THE MINUTES OF THE MAY 19, 2026, RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS

B. BOARD OF ALDERMEN COMMENTS

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

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

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

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

IX. MAYOR'S BUSINESS

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

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

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

X. BOARD BUSINESS

A. *THERE ARE NO ITEMS FOR THIS AGENDA*

XI. DEPARTMENT BUSINESS

A. AIRPORT

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

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

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

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

C. COURTS

1. *THERE ARE NO ITEMS FOR THIS AGENDA*

D. ENGINEERING

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

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

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

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MAY 27, 2026 FOR FISCAL YEAR ENDING 9/30/26, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

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

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

F. FIRE DEPARTMENT

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

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE CHRIS WILLIAMS AS A CITY ENGINEER IN THE ENGINEERING DEPARTMENT.

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

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

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

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

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

H. INFORMATION TECHNOLOGY

1. *THERE ARE NO ITEMS FOR THIS AGENDA*

I. PARKS

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

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

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

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

J. POLICE DEPARTMENT

1. POLICE

1. *THERE ARE NO ITEMS FOR THIS AGENDA*

2. CODE ENFORCEMENT

1. UNDER MISSISSIPPI CODE ANNOTATED 21-19-11(2) AND AS ADOPTED BY THE CITY OF STARKVILLE BOARD OF ALDERMEN, THE FOLLOWING PROPERTIES ARE FOUND IN VIOLATION OF SAID ORDINANCE AND AR IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND ARE THEREFORE PLACED ON THE PROPERTY MOWING/CLEANUP LIST: 1710 ARROWHEAD

K. SANITATION DEPARTMENT

1. *THERE ARE NO ITEMS FOR THIS AGENDA*

L. UTILITIES DEPARTMENT

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

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

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

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

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

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL JUNE 16, 2026 IN THE COURT ROOM AT 110 WEST MAIN STREET

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Stein McMullen, at (662) 323-2525, ext 3121 at least forty-eight (48) hours in advance for any services requested.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

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

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

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:
Finance

DIRECTOR'S AUTHORIZATION:
Joanna McLaurin, City Clerk

SUMMARY:

FOR MORE INFORMATION CONTACT:
Joanna McLaurin, City Clerk

SUGGESTED MOTION:
Approval of the minutes of the May 15, 2026 work session of the Mayor and Board of Aldermen of the City of Starkville, MS.

MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
May 15, 2026

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, May 15, 2026 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Alderwoman Kim Moreland, Alderwoman Sandra Sistrunk, Alderman Kyle Skinner, Alderman Roy A.' Perkins and Alderman Henry Vaughn, Sr., as well as City Attorney Berk Huskison and City Clerk Joanna McLaurin were also present.

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

Chase Dabbs gave a presentation on the 2026 results of the Civil Link reassessment of the streets in the City of Starkville.

The Mayor and members of the Board discussed items on the upcoming May 19, 2026 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

Mayor Spruill closed the work session

SIGNED AND SEALED THIS THE 2nd DAY OF JUNE 2026.

_____
MAYOR D. LYNN SPRUILL

Attest:

_____
Seal JOANNA MCLAURIN, CITY CLERK

Roadway Maintenance & Improvement Plan

(Review Update 2026)

1

Project Purpose

- Evaluate current roadway conditions
- Review long-term preservation strategies & progress
- Continue to maximize roadway life and infrastructure investment
- Reduce costly reconstruction through proactive maintenance

2

Methodology

- Review new roadway condition surveys
- Analyze pavement distress
- Assign New Road Surface Ratings
- Categorize roads by functional classification
- Determine the appropriate treatment for each road



3

Review of Engineering Considerations

- Updated unit prices to actual term bid contracts
- Updated patching percentages to better reflect field measurements
- Two updates amount to approximately 5 million deduction to overall cost

Asphalt Unit Prices:

Material	Cost	Unit
Fog Seal	$1.20	SY
Hot Mix Asphalt	$166.00	Ton
Microsurfacing	$4.80	SY
Scrub Seal	$4.40	SY
Crack Seal	$1.60	LF
Milling	$4.00	SY
Patching: Asphalt	$207.00	TON
Striping: Continuous/Skip	$1.00	LF
Striping: 6" Legend	$4.00	LF
Striping: Legend	$18.00	SF
FDR: Cement	$18.21	CWT
FDR: Soil Cement Mixing	$8.18	SY
FDR: Mobilization & Traffic Control	$11,000.00	LS

Asphalt Pricing Models:

RSR 10-9: Defer Treatment
RSR 8: Fog Seal + TCS 40' Interval
RSR 7: Fog Seal + TCS 20' Interval + 1% Patching
RSR 6: Microsurfacing Estimate + TCS 10' Interval + 1x LCS + 1% Patching + Striping Estimate
RSR 5: Microsurfacing Estimate + Scrub Seal/Microsurfacing Estimate + 2% Patching + Striping Estimate
RSR 4: 1.5" Overlay Estimate + Full Milling + 3% Patching + Striping Estimate
RSR 3: 2" Overlay Estimate + Full Milling + 4% Patching + Striping Estimate
RSR 2-1: 12" Full Depth Reclamation (FDR) + 4" Asphalt Overlay + Striping Estimate

TCS = Transverse Crack Seal

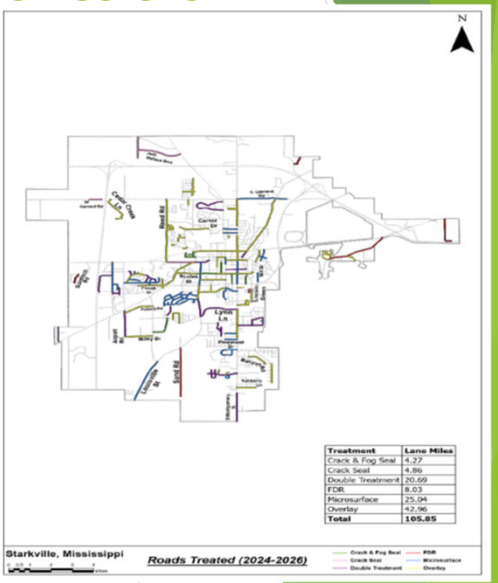
LCS = Longitudinal Crack Seal

Patching = 5" Asphalt

4

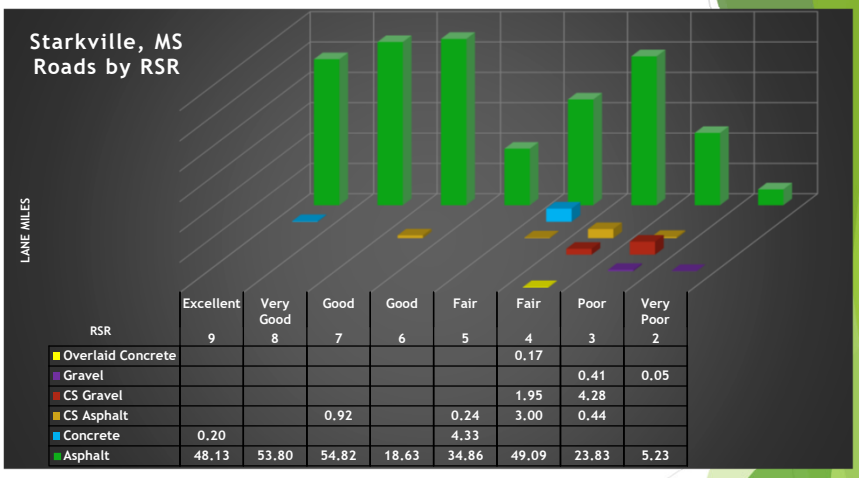
Work Completed since the First Survey

- Since 2023, approximately 3.2 million spent annually on roadway network
- Capital Improvement Projects in addition to annual allocation



5

Current System Conditions



RSR	Excellent 9	Very Good 8	Good 7	Good 6	Fair 5	Fair 4	Poor 3	Very Poor 2
Overlaid Concrete						0.17		
Gravel							0.41	0.05
CS Gravel						1.95	4.28	
CS Asphalt			0.92		0.24	3.00	0.44	
Concrete	0.20				4.33			
Asphalt	48.13	53.80	54.82	18.63	34.86	49.09	23.83	5.23

Total Investment ≈ $19.9m Road Network Cost

6

Annual Budget

7-year Budget

RSR	Total Mileage	Current Total Estimated Costs	Estimated Yearly Lane Miles	Estimated Yearly Maintaining Costs
Asphalt Roads				
9	48.13	$0	0.0	$0
8	53.80	$590,350	6.7	$73,800
7	54.82	$954,910	7.8	$136,500
6	18.63	$1,041,850	2.7	$148,900
5	34.86	$2,781,250	5.8	$463,600
4	49.09	$7,050,980	8.2	$1,175,200
3	23.83	$4,165,310	4.0	$694,300
2	5.23	$2,439,550	0.4	$203,300
Totals	288.39	$19,024,200	35.6	$2,895,600
Concrete Roads				
9	0.20	$0	0.00	$0
5	4.33	$305,740	0.72	$51,000
Totals	4.53	$305,740	0.72	$51,000
Gravel Roads				
3	0.41	$900	0.06	$2,500
2	0.05	$500	0.01	$400
Totals	0.46	$1,400	0.07	$2,900
Chipsealed Asphalt Roads				
7	0.92	$16,060	0.13	$2,300
5	0.24	$18,370	0.04	$3,100
4	3.00	$409,250	0.50	$68,300
3	0.44	$75,450	0.07	$12,600
Totals	4.60	$519,130	0.74	$86,300
Chipsealed Gravel Roads				
4	1.95	$0	0.28	$13,800
3	4.28	$8,400	0.61	$30,100
Totals	6.23	$8,400	0.89	$43,900
Grand Total	**304.21**	**$19,858,870**	**38.02**	**$3,079,700**

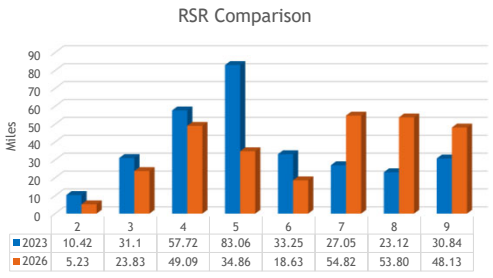
10-year Budget

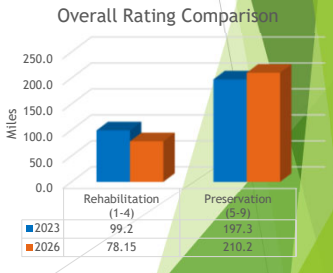
RSR	Total Mileage	Current Total Estimated Costs	Estimated Yearly Lane Miles	Estimated Yearly Maintaining Costs
Asphalt Roads				
9	48.13	$0	0.0	$0
8	53.80	$590,350	4.5	$46,700
7	54.82	$954,910	5.5	$115,500
6	18.63	$1,041,850	1.9	$241,700
5	34.86	$2,781,250	3.5	$325,700
4	49.09	$7,050,980	4.9	$1,032,600
3	23.83	$4,165,310	2.4	$278,200
2	5.23	$2,439,550	0.3	$47,300
Totals	288.39	$19,024,200	23.0	$1,801,300
Concrete Roads				
9	0.20	$0	0.00	$0
5	4.33	$305,740	0.43	$30,600
Totals	4.53	$305,740	0.43	$30,600
Gravel Roads				
3	0.41	$900	0.04	$2,500
2	0.05	$500	0.01	$400
Totals	0.46	$1,400	0.05	$2,900
Chipsealed Asphalt Roads				
7	0.92	$16,060	0.13	$2,300
5	0.24	$18,370	0.04	$3,100
4	3.00	$409,250	0.50	$68,300
3	0.44	$75,450	0.07	$12,600
Totals	4.60	$519,130	0.74	$86,300
Chipsealed Gravel Roads				
4	1.95	$0	0.20	$13,800
3	4.28	$8,400	0.07	$30,100
Totals	6.23	$8,400	0.27	$43,900
Grand Total	**304.21**	**$19,858,870**	**24.49**	**$1,965,000**

7

Survey Comparison & Improvements

- Improvement observed in several roadway segments
- Total Network Treatment Cost reduced from **35.4 mil** to **19.9 mil**
- Overall road network RSR improved from **5.4** to **6.2**





8

Recommendations & Conclusion

- Utilizing preservation treatments has proven to be more economical and enables the City to treat more lane miles per year
- Survey data demonstrates measurable roadway improvements
- Continued annual allocation of 3 million will treat all roads in 7 years
- At the end of year 7, all roads will be preservation candidates

Estimated Treatment Cost Per Lane Mile - Asphalt Roads

Recommended Treatments	RSR	Estimated Cost per Square Yard	Estimated Cost per Lane Mile (12' Wide)
Defer Treatment	9	$0.00	$0
Fog & Crack Seal (40')	8	$1.56	$11,000
Fog & Crack Seal (20')	7	$2.47	$17,500
Single Treatment	6	$7.94	$56,000
Double Treatment	5	$11.33	$79,800
Overlay	4	$20.40	$143,700
Major Overlay	3	$24.83	$174,800
FDR	2	$66.29	$466,700

Treatment	Avg. Life Extension
Fog Seal	3 Years
Crack Seal	3 Years
Single Treatment	7 Years
Double Treatment	10 Years
Overlay	12 Years
Major Overlay	15 Years
Full Depth Reclamation	18 Years

9

Questions

- Thank you for your time
- Questions & Discussion

10

WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

May 15, 2026

11:00 a.m.

A. CALL THE WORK SESSION TO ORDER

B. PRESENTATION OF THE 2026 RESULTS OF THE CIVIL LINK REASSESSMENT OF THE STREETS IN THE CITY OF STARKVILLE

C. DISCUSSION OF THE AGENDA ITEMS FOR THE JUNE 2, 2026, MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.

D. ADJOURN MEETING

THERE WILL BE A WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN ON FRIDAY, MAY 15, 2026

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

The public and media are invited to attend.

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

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

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

SUBJECT:
CONSIDERATION OF THE MINUTES OF THE MAY 19, 2026, RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:
Finance

DIRECTOR'S AUTHORIZATION:
Joanna McLaurin, City Clerk

SUMMARY:

FOR MORE INFORMATION CONTACT:
Joanna McLaurin, City Clerk

SUGGESTED MOTION:
Approval of the minutes of the May 19, 2026 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

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

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

Alderman Pochop offered a motion, duly seconded by Alderman Sistrunk, to approve the May 19, 2026 Official Agenda as amended. The Board voted as follows:

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

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

OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE,
MISSISSIPPI RECESS MEETING OF TUESDAY, MAY 19, 2026
5:30 P.M., MUNICIPAL COURT ROOM, CITY HALL - 110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

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

B. CONSIDERATION OF THE MINUTES OF THE MAY 5, 2026 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

II. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS

1. EMPLOYEE INTRODUCTIONS

2. SANITATION MEMORIAL DAY GARBAGE PICKUP SCHEDULE

B. BOARD OF ALDERMEN COMMENTS

III. CITIZEN COMMENTS

IV. PUBLIC APPEARANCES

V. PUBLIC HEARINGS

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

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

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

D. PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN 21-19-

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

VI. MAYOR'S BUSINESS

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

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

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

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

VII. BOARD BUSINESS

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

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

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

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

VIII. DEPARTMENT BUSINESS

A. AIRPORT

1. THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

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

C. COURTS

1. THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

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

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MAY 13, 2026 FOR FISCAL YEAR ENDING 9/30/26, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. REQUEST ACCEPTANCE OF THE APRIL 2026 FINANCIAL STATEMENTS OF THE CITY OF STARKVILLE, MS.

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

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

F. FIRE DEPARTMENT

1. THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

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

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

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

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

5. REQUEST AUTHORIZATION TO HIRE ANDREW "DREW" WIGGINGTON AS POLICE OFFICER – I IN THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

1. *THERE ARE NO ITEMS FOR THIS AGENDA*

2. CODE ENFORCEMENT

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

    49 CHOCTAW RD
    111 LEFLORE
    112 LEFLORE
    113 LEFLORE

K. SANITATION DEPARTMENT

    1. THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

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

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

3. CONSIDERATION OF ACCEPTING THE LOW BID FOR THE CURRY STREET GENERATOR (MATERIAL ONLY) FROM TAYLOR POWER SYSTEMS IN THE AMOUNT OF $99,054.17.

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

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

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

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

IX. CLOSED DETERMINATION SESSION

X. OPEN SESSION

XI. EXECUTIVE SESSION

A. PERSONNEL

XII. OPEN SESSION

XIII. ADJOURN UNTIL JUNE 2, 2026 IN THE COURT ROOM AT 110 WEST MAIN STREET

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Stein McMullen, at (662) 323-2525, ext 3121 at least forty-eight (48) hours in advance for any services requested.

Consent Items 2-29:

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

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

3. CONSIDERATION OF THE MINUTES OF THE MAY 5, 2026, REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the May 5, 2026, Regular Meeting of the Mayor and Board of Aldermen of the City of Starkville" is enumerated, this consent item is thereby approved.

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

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

BEFORE THE MAYOR AND BOARD OF ALDERMEN
CITY OF STARKVILLE

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN

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

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

Property Owner: Paula K Elliott
Address of Owner: 117 Clements Ave Starkville MS 39759
Parcel Number: 103A-00-011.00
Address of Violation: 117 Clements Ave

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

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

4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on **May 19, 2026**, adjudicated the actual cost of lot mowing to be **$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

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

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
D. LYNN SPRUILL, MAYOR

ATTEST: _____
JOANNA MCLAURIN, CITY CLERK

Lien Case: LIEN-26-3

STATE OF MISSISSIPPI;
COUNTY OF OKTIBBEHA;

LIEN

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

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

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

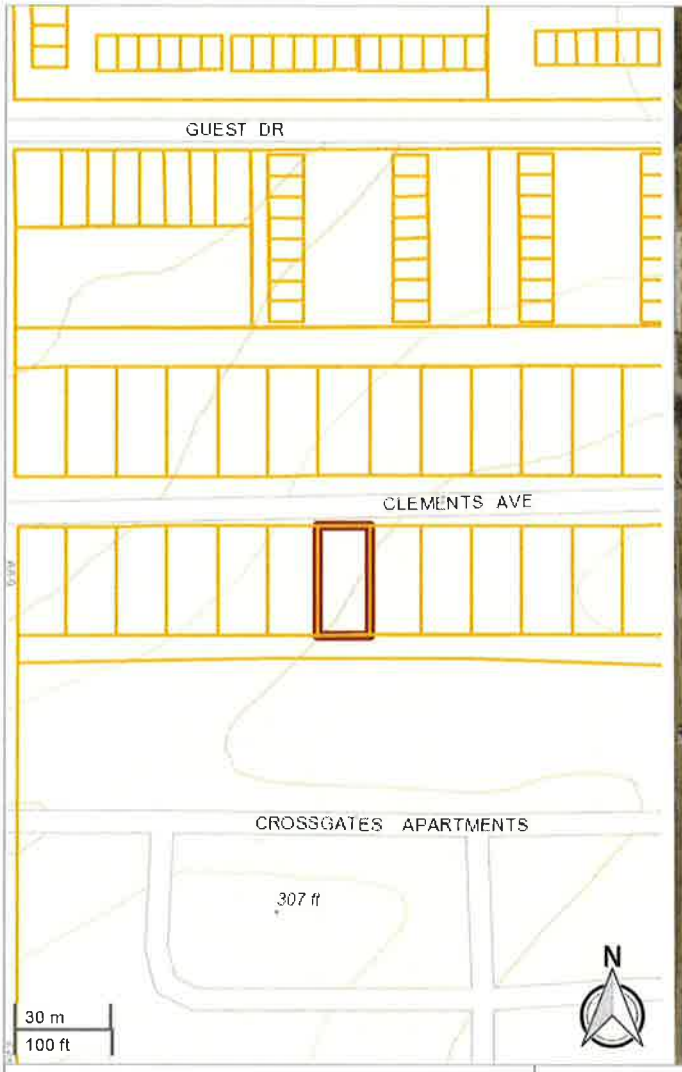
(See attached Exhibit "A")

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

Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of $300.00.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Joanna McLaurin, City Clerk
City of Starkville, Mississippi





Oktibbeha County, MS

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: 5/12/2026

PPIN:	19525
PARCEL_ID:	103A-00-011.00
OWNERNAME:	ELLIOTT PAULA K D
ADDRESS1:	117 CLEMENTS AVE
ADDRESS2:	
CITY:	STARKVILLE
STATE:	MS
ZIP:	39759
SECTION:	05
TOWNSHIP:	18N
RANGE:	14E
LEGAL1:	LOT 9 UPPER CROSSING S/D
LEGAL2:	PHASE I
LEGAL3:	
TAX_DIST:	1110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	55000
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	55000
IMP_VAL1:	78790
IMP_VAL2:	0
TOTALVALUE:	133790
EXEMPT_CODE:	0
HOMESTEAD:	
DEED_BOOK:	2011
DEED_PAGE:	3505
DEED_DATE:	7/4/2011
SITUS_ADDR:	117 CLEMENTS AVE

117 Clements Avenue

Parcel # 103A-00-011.00

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

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

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

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

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

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

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

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

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

BEFORE THE MAYOR AND BOARD OF ALDERMEN
CITY OF STARKVILLE

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN

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

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

Property Owner: Ahaven Property LLC
Address of Owner: 234 Glenwood Dr Columbus MS 39750
Parcel Number: 118O-00-338.00
Address of Violation: 307 West Main Street

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on **May 6, 2025** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.

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

4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on **May 19, 2026**, adjudicated the actual cost of lot mowing to be **$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

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

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
D. LYNN SPRUILL, MAYOR

ATTEST: _____
JOANNA MCLAURIN, CITY CLERK

Lien Case: LIEN-26-4

STATE OF MISSISSIPPI;
COUNTY OF OKTIBBEHA;

LIEN

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

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

307 West Main Street (PID #118O-00-338.00)

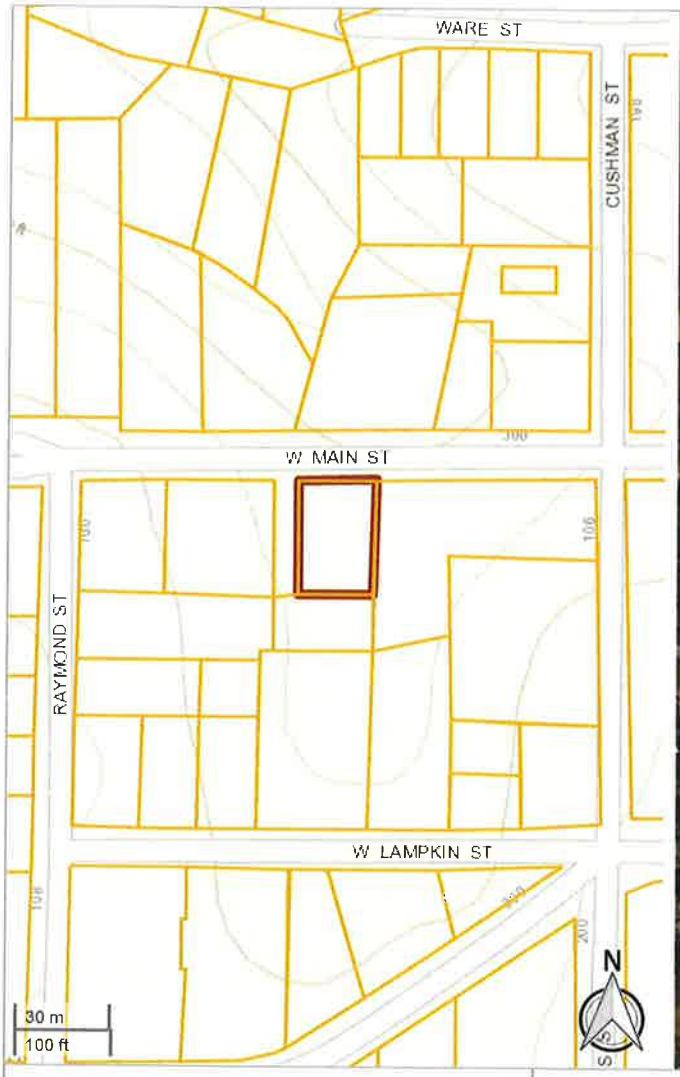
(See attached Exhibit "A")

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

Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of $300.00.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Joanna McLaurin, City Clerk
City of Starkville, Mississippi





Oktibbeha County, MS

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: 3/12/2026

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

307 W Main Street

Parcel # 1180-00-338.00

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

BEFORE THE MAYOR AND BOARD OF ALDERMEN
CITY OF STARKVILLE

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN

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

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

Property Owner: Jeffrey Forrest Barnes ETAL
Address of Owner: 1643 Harbert Street Memphis TN 38104
Parcel Number: 118K-00-037.00
Address of Violation: Reed Road

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

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

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

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

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

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

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

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
D. LYNN SPRUILL, MAYOR

ATTEST: _____
JOANNA MCLAURIN, CITY CLERK

Lien Case: LIEN-26-6

STATE OF MISSISSIPPI;
COUNTY OF OKTIBBEHA;

LIEN

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

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

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

(See attached Exhibit "A")

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

Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of $4,290.64.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Joanna McLaurin, City Clerk
City of Starkville, Mississippi





Oktibbeha County, MS

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: 3/12/2026

PPIN:	5871
PARCEL_ID:	118K-00-037.00
OWNERNAME:	BARNES JEFFREY FORREST ETAL
ADDRESS1:	1643 HARBERT ST
ADDRESS2:	
CITY:	MEMPHIS
STATE:	TN
ZIP:	38104
SECTION:	33
TOWNSHIP:	19N
RANGE:	14E
LEGAL1:	LOT 3 CITY BLK 76
LEGAL2:	
LEGAL3:	
TAX_DIST:	3110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	14.29
UNCULT_AC1:	0
UNCULT_AC2:	5.71
TOTAL_AC:	20
CULT_VAL1:	0
CULT_VAL2:	2360
UNCUL_VAL1:	0
UNCUL_VAL2:	870
LAND_VAL:	3230
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	3230
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	2024
DEED_PAGE:	4211
DEED_DATE:	6/5/2024
SITUS_ADDR:	0

Parcel 118K-00-037.00

Reed Rd Lot Clean Up

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

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

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

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

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

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

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

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

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

RESOLUTION

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

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

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

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

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

Voting Delegate: Alderman Henry Vaughn, Sr.
First Alternate: Alderman William Pochop

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

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

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

APPROVED: _____
D. Lynn Spruill, Mayor
City of Starkville, MS

ATTEST: _____
Joanna McLaurin, City Clerk

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

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

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

BACKGROUND INFORMATION

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

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

GENERAL INFORMATION

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

FINAL PLAT INFORMATION

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

ZONING DISTRICT INFORMATION

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

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

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

CONDITIONS OF APPROVAL

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

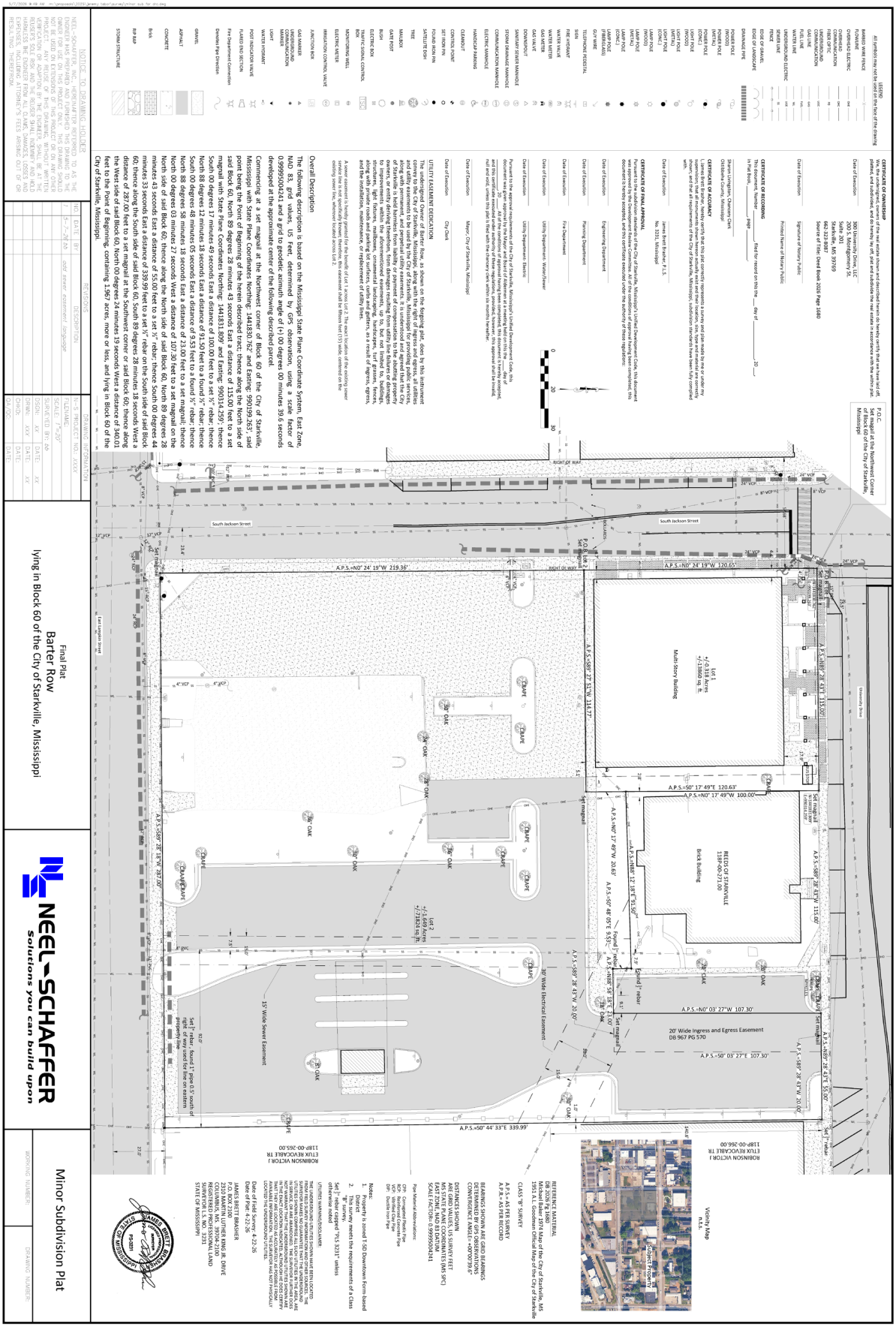
Attachment 1- FP 26-05 Aerial



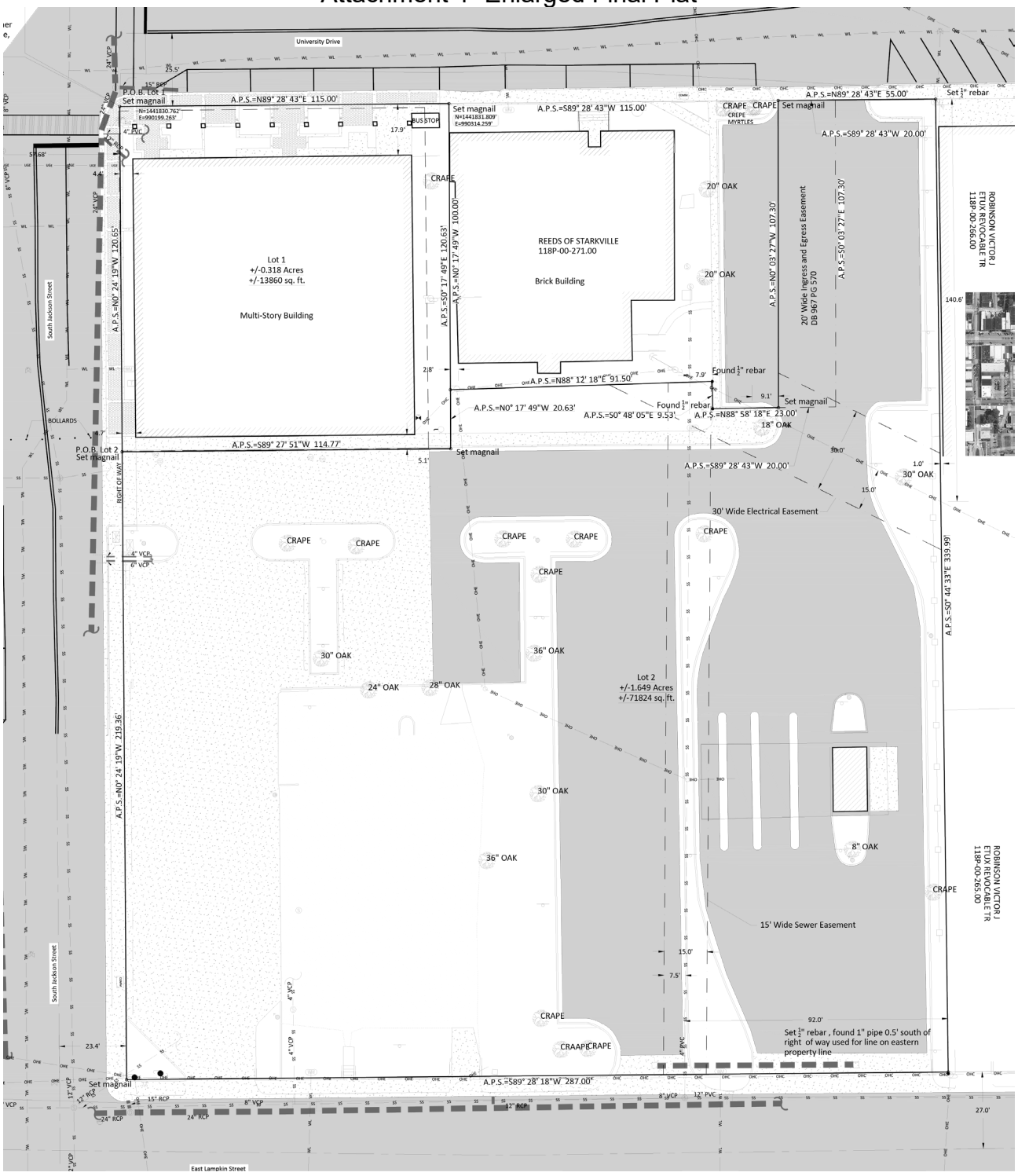
Attachment 2- FP 26-05 Zoning



Attachment 3- Final Plat


Final Plat
Barter Row
lying in Block 60 of the City of Starkville, Mississippi
NEEL-SCHAFFER
Solutions you can build upon
Minor Subdivision Plat
Set magnail
Set 1/2" rebar
Found 1" rebar
South Jackson Street
University Drive
Lot 1
+/-13560 sq. ft.
Multi-Story Building
Lot 2
+/-23825 sq. ft.
Brick Building
20' Wide Ingress and Egress Easement
DB 967 PG 570
30' Wide Electrical Easement
15' Wide Sewer Easement
A.P.S.-N0° 24' 19"W 219.36'
A.P.S.-N0° 24' 19"W 120.65'
A.P.S.-S89° 27' 51"W 114.77'
A.P.S.-S89° 28' 43"W 115.00'
A.P.S.-N0° 17' 49"E 120.63'
A.P.S.-N0° 17' 49"W 100.00'
A.P.S.-N0° 17' 49"W 20.63'
A.P.S.-N89° 13' 18"E 91.50'
A.P.S.-S89° 28' 43"W 107.30'
A.P.S.-N0° 03' 27"W 107.30'
A.P.S.-S89° 28' 43"W 20.00'
A.P.S.-S89° 28' 18"W 287.00'
A.P.S.-N0° 03' 27"W 20.00'
A.P.S.-S89° 28' 43"W 115.00'
A.P.S.-S89° 28' 43"W 95.00'
A.P.S.-S89° 28' 43"W 20.00'
A.P.S.-N50° 48' 05"E 9.55'
A.P.S.-N89° 58' 18"E 23.00'
A.P.S.-N50° 03' 27"E 107.30'
A.P.S.-N50° 44' 33"E 339.99'
P.O.C.
Set magnail at the Northwest Corner
of Block 60 of the City of Starkville, Mississippi
P.O.B. Lot 1
Set magnail
P.O.B. Lot 2
Set magnail
RIGHT OF WAY
Vicinity Map
N.T.S.
Subject Property
ROBINSON VICTOR J
ETUX RICVOCABLE TR
11BP-00-265.00
Set 1/2" rebar capped "PLS 3231" unless otherwise noted
Set magnail
Found 1" rebar
Found 1/2" rebar
Found 5/8" rebar
Set 1/2" rebar
Set magnail
Set 1/2" rebar
Set magnail
Set 1/2" rebar
Set magnail

Attachment 4- Enlarged Final Plat



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

Cost Estimate for Boyd & Bar-B-Que Road Roadway Improvements
Prepared: May 6, 2026

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

Estimated Total = **$ 179,353.47**

50% City Share = **$ 89,676.74**

50% County Share = **$ 89,676.74**

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

	Subtotal = $3,349,450
Amendment #1 - Extending the limits of Aztec Dr from Natchez St to the north Dead End	**Oktibbeha County Contribution (Aztec) =** $45,400
Amendment #2 - Removing Eudora Welty. Adding Bar B Que & Boyd Rd	**Oktibbeha County Contribution (Boyd Rd) =** $79,750
	Oktibbeha County Contribution (Bar B Que Rd) = $9,927
	Total Less County Contribution **$3,214,374**
	ADA Improvements = $167,473
	Project Total = **$3,381,846**

THIS INSTRUMENT PREPARED BY AND RETURN TO:

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

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

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

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

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

and

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

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

Preliminary Statement

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

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

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

1. Easements and Ways. Grantor hereby grants and conveys to Grantee, a permanent and perpetual non-exclusive easement on, over and across and rights to use the curb cuts, roadways, access areas, driveways, aisles, parking areas, walkways and sidewalks (the "Ways") now or hereafter located on the Subject Property for purposes of constructing the Multi-Use Path depicted in Exhibit B, maintaining the Subject Property, and for ingress, egress, passage and delivery, by vehicles and pedestrians.

2. Benefit and Use. The easements and other rights granted hereby shall be dedicated as a permanent, perpetual easement for the public, for pedestrian and other use, to be maintained by the City of Starkville.

3. Construction. Grantee, at its sole expense, shall initially construct, pave, stripe, and place all improvements and markings on the surface of the Subject Property as necessary and provide for the orderly traffic control and ingress and egress of automobiles and pedestrians and shall place adequate exit and entrance and other traffic control signs to direct traffic in and out of said areas during construction.

4. Maintenance and Repair. Grantee, at Grantee's sole expense, shall have the sole responsibility for the maintenance and repair of the Subject Property and the Multi-Use Path located thereon, including, without limitation, the obligation to repave and replace improvements and markings on the surface of the Subject Property from time to time as and when necessary so as to provide for the orderly pedestrian control and ingress and egress of pedestrians and, to the extent necessary, place and maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of said areas. Grantee, at its sole expense, will maintain the Subject Property and the Multi-Use Path located thereon in a neat, clean, and orderly condition consistent with its maintenance and upkeep of other dedicated areas and pathways in the City.

5. Utility Easements: Grantor grants to Grantee a perpetual, non-exclusive utility easement over, under and across the Subject Property for the purpose of installing, maintaining, repairing and replacing the following utilities: underground water, underground sewer, above or underground electrical, above or underground telephone and above or underground fiber or cable; provided, however, that the following terms and conditions are met: (i) any damages to the encumbered estate caused by the Grantee in relation to the utility easement shall be repaired immediately by such Grantee; and (ii) all work related to the installation, maintaining, repair, and replacement of the utilities installed pursuant hereto in a manner and at a time that has the least impact to the Grantor.

6. Indemnification. To the fullest extent authorized by applicable law, Grantee shall indemnify, defend, and hold harmless Grantor against any and claims, suits, causes of action, regulatory proceedings, or damages arising from or related to Grantee's use of the Subject Property or Grantee's acts or omissions related to the Subject Property.

7. Non-waiver. No delay or omission of either Party in the exercise of any right accruing upon any default of any other Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by either Party of a breach of, or a default in, any of the terms and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach of, or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and (ii) all remedies at law or in equity shall be available.

8. Relationship of Parties. Nothing in this Agreement shall be construed to make the Parties partners or joint venturers or render the parties liable for the debts or obligations of the other.

9. Grantor's Reservation. Grantor expressly reserves for itself, its successors and assigns, the right to use the easement areas, so long as such use does not unreasonably interfere with the rights herein granted. Grantee shall be responsible for any damage to Grantor's adjacent property or that of third parties resulting from exercise of Grantee's rights herein granted, including but not limited to soil erosion, subsidence, or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's adjacent property that may be altered, damaged, or destroyed in connection with the exercise of the easement or use of the easement area.

10. Grantee's Non-Use. Grantor shall have the right to terminate this easement and all the rights granted herein any time after one year of continuous non-use of the easement area by the Grantee for its intended purpose. In the event of such termination, the easement shall be quitclaimed from the Grantee to the Grantor, without expense to the Grantor, and any and all interest in Grantor's property conveyed in this easement shall automatically revert to Grantor or its successors or assigns, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove any and all materials it installed in, on, under or above the easement area.

11. Subordination. This conveyance is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements and rights of way of record pertaining to Grantor's property of which the easement is a portion, thereof, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the easement or easement area.

12. Compensation. Grantor understands that it has the right to receive just compensation for the permanent easement described herein support by an appraisal of the Subject Property. Grantor waives its right to just compensation and donates the Subject Property for the purposes of construction of a Multi-Use Path that will benefit MSU students and all parties to this Agreement.

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

GRANTOR:

MISSISSIPPI STATE UNIVERSITY

By:_____

Jeremy Clay

Director, Contract Administration

GRANTEE:

CITY OF STARKVILLE, MISSISSIPPI

By:_____

Lynn Spruill

Mayor

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

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

_____
Notary Public

My commission expires:

_____

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

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

Joanna McLaurin
Notary Public

My commission expires:

November 26, 2028

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 493817 Joanna McLaurin Commission Expires Nov. 26, 2028 OKTIBBEHA COUNTY

40585097v1

Docusign Envelope ID: A384BD63-7D40-4384-8799-36A7CF206854

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

MEMORANDUM

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

FROM: Harold Pizzetta, Associate Commissioner for Legal Affairs and Risk Management

DATE: March 2, 2026

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

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

HEP/sjs
Attachment
cc: Brad Rowland

Approved:

Al Rankins
Dr. Alfred Rankins, Jr., Commissioner

3/10/2026
Date

3825 RIDGEWOOD ROAD • JACKSON, MS 39211 • WWW.MISSISSIPPI.EDU • 601.432.6785 • FAX 601.432.6260

Docusign Envelope ID: A384BD63-7D40-4384-8799-36A7CF206854

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

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

Staff Recommendation:

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

Les Potts (Feb 23, 2026 11:51:01 CST) 02/23/2026

Chief Financial Officer Signature and Date

CS-EA-008660

THIS INSTRUMENT PREPARED BY AND RETURN TO:

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

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

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

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

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

and

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

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

Preliminary Statement

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

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

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

1. Easements and Ways. Grantor hereby grants and conveys to Grantee, a permanent and perpetual non-exclusive easement on, over and across and rights to use the curb cuts, roadways, access areas, driveways, aisles, parking areas, walkways and sidewalks (the "Ways") now or hereafter located on the Subject Property for purposes of constructing the Multi-Use Path depicted in Exhibit B, maintaining the Subject Property, and for ingress, egress, passage and delivery, by vehicles and pedestrians.

2. Benefit and Use. The easements and other rights granted hereby shall be dedicated as a permanent, perpetual easement for the public, for pedestrian and other use, to be maintained by the City of Starkville.

3. Construction. Grantee, at its sole expense, shall initially construct, pave, stripe, and place all improvements and markings on the surface of the Subject Property as necessary and provide for the orderly traffic control and ingress and egress of automobiles and pedestrians and shall place adequate exit and entrance and other traffic control signs to direct traffic in and out of said areas during construction.

4. Maintenance and Repair. Grantee, at Grantee's sole expense, shall have the sole responsibility for the maintenance and repair of the Subject Property and the Multi-Use Path located thereon, including, without limitation, the obligation to repave and replace improvements and markings on the surface of the Subject Property from time to time as and when necessary so as to provide for the orderly pedestrian control and ingress and egress of pedestrians and, to the extent necessary, place and maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of said areas. Grantee, at its sole expense, will maintain the Subject Property and the Multi-Use Path located thereon in a neat, clean, and orderly condition consistent with its maintenance and upkeep of other dedicated areas and pathways in the City.

5. Utility Easements: Grantor grants to Grantee a perpetual, non-exclusive utility easement over, under and across the Subject Property for the purpose of installing, maintaining, repairing and replacing the following utilities: underground water, underground sewer, above or underground electrical, above or underground telephone and above or underground fiber or cable; provided, however, that the following terms and conditions are met: (i) any damages to the encumbered estate caused by the Grantee in relation to the utility easement shall be repaired immediately by such Grantee; and (ii) all work related to the installation, maintaining, repair, and replacement of the utilities installed pursuant hereto in a manner and at a time that has the least impact to the Grantor.

6. Indemnification. To the fullest extent authorized by applicable law, Grantee shall indemnify, defend, and hold harmless Grantor against any and claims, suits, causes of action, regulatory proceedings, or damages arising from or related to Grantee's use of the Subject Property or Grantee's acts or omissions related to the Subject Property.

7. Non-waiver. No delay or omission of either Party in the exercise of any right accruing upon any default of any other Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by either Party of a breach of, or a default in, any of the terms and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach of, or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and (ii) all remedies at law or in equity shall be available.

8. Relationship of Parties. Nothing in this Agreement shall be construed to make the Parties partners or joint venturers or render the parties liable for the debts or obligations of the other.

9. Grantor's Reservation. Grantor expressly reserves for itself, its successors and assigns, the right to use the easement areas, so long as such use does not unreasonably interfere with the rights herein granted. Grantee shall be responsible for any damage to Grantor's adjacent property or that of third parties resulting from exercise of Grantee's rights herein granted, including but not limited to soil erosion, subsidence, or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's adjacent property that may be altered, damaged, or destroyed in connection with the exercise of the easement or use of the easement area.

10. Grantee's Non-Use. Grantor shall have the right to terminate this easement and all the rights granted herein any time after one year of continuous non-use of the easement area by the Grantee for its intended purpose. In the event of such termination, the easement shall be quitclaimed from the Grantee to the Grantor, without expense to the Grantor, and any and all interest in Grantor's property conveyed in this easement shall automatically revert to Grantor or its successors or assigns, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove any and all materials it installed in, on, under or above the easement area.

11. Subordination. This conveyance is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements and rights of way of record pertaining to Grantor's property of which the easement is a portion, thereof, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the easement or easement area.

12. Compensation. Grantor understands that it has the right to receive just compensation for the permanent easement described herein support by an appraisal of the Subject Property. Grantor waives its right to just compensation and donates the Subject Property for the purposes of construction of a Multi-Use Path that will benefit MSU students and all parties to this Agreement.

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

GRANTOR:

MISSISSIPPI STATE UNIVERSITY

By:_____

Jeremy Clay

Director, Contract Administration

GRANTEE:

CITY OF STARKVILLE, MISSISSIPPI

By:_____

Lynn Spruill

Mayor

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

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

_____
Notary Public

My commission expires:

_____

STATE OF MISSISSIPPI

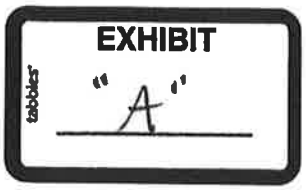
COUNTY OF OKTIBBEHA

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

Joanna McLaurin
Notary Public

My commission expires:
November 26, 2028

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 493817 Joanna McLaurin Commission Expires Nov. 26, 2028 OKTIBBEHA COUNTY



PERMANENT EASEMENT

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

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

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

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

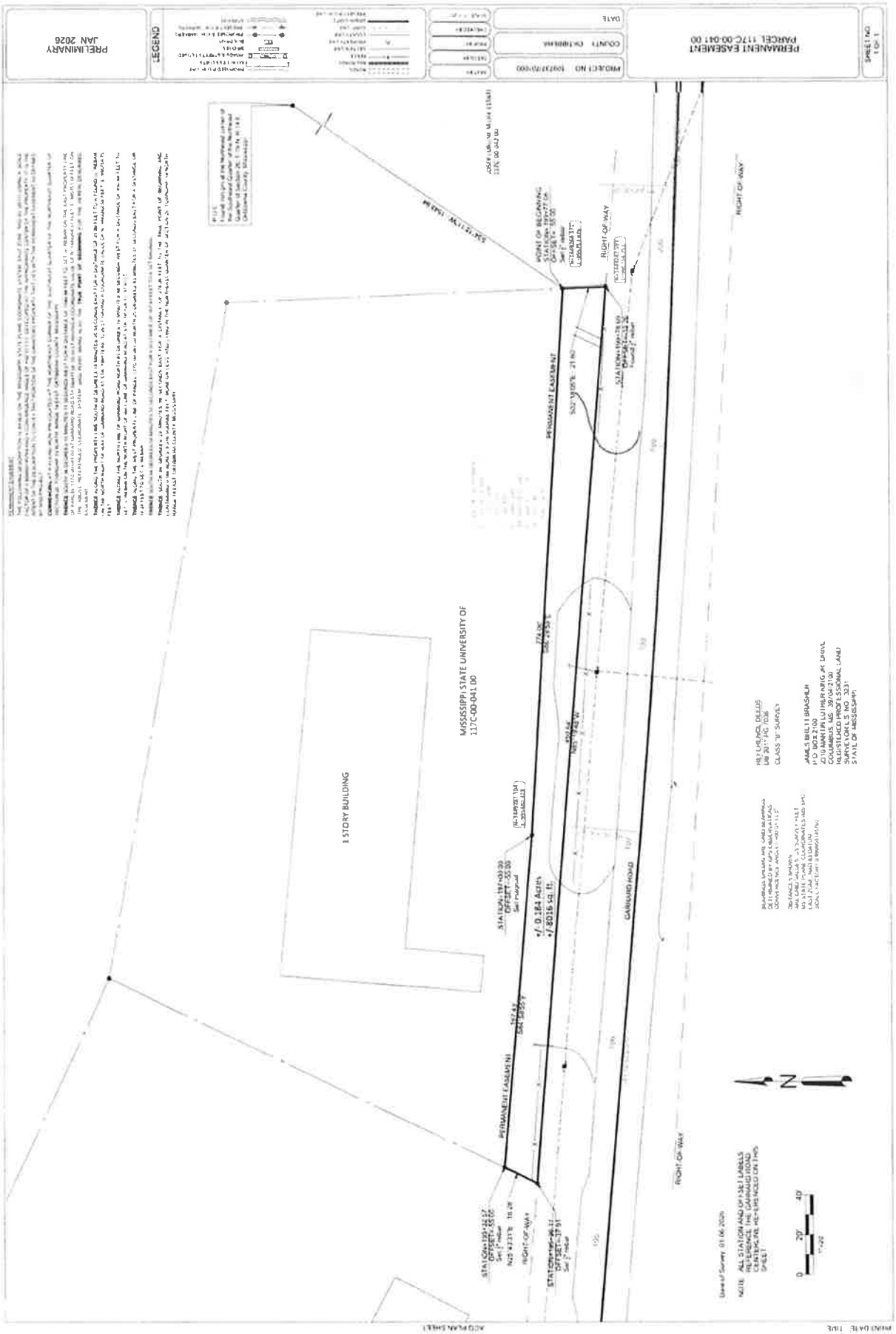
THENCE ALONG THE NORTH LINE OF GARRARD ROAD NORTH 85 DEGREES 19 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 450.64 FEET TO SET ½" REBAR ON THE NORTH RIGHT OF WAY LINE OF GARRARD ROAD AT STA. 195+26.11, 37.91 LT;

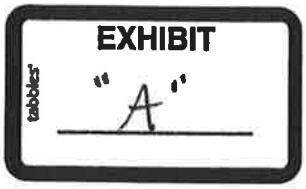
THENCE ALONG THE WEST PROPERTY LINE OF PARCEL 117C-00-041.00 NORTH 25 DEGREES 43 MINUTES 31 SECONDS EAST FOR A DISTANCE OR 18.28 FEET TO SET ½" REBAR;

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

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

EXHIBIT
B
tabbies





PERMANENT EASEMENT

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

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

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

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

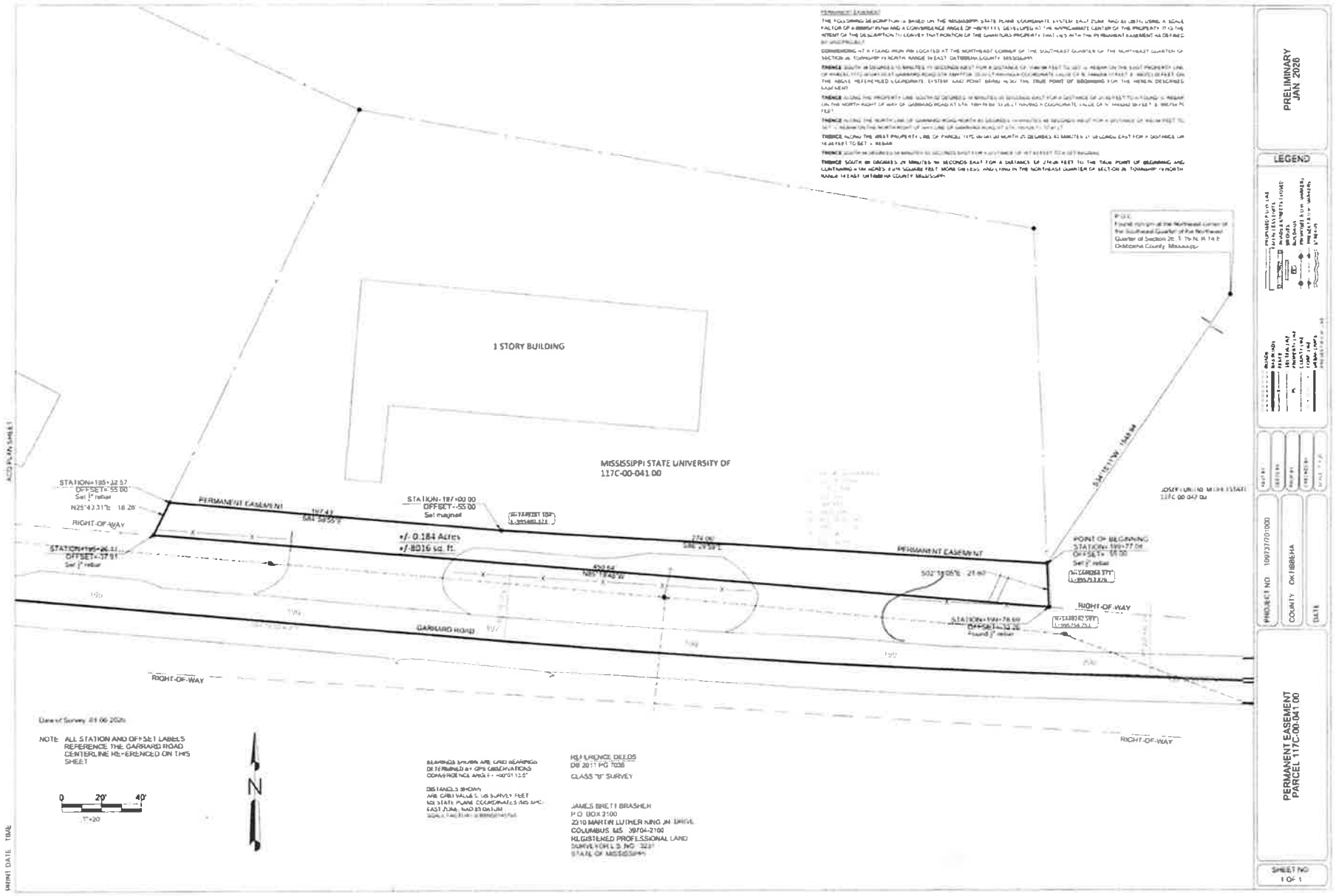
THENCE ALONG THE NORTH LINE OF GARRARD ROAD NORTH 85 DEGREES 19 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 450.64 FEET TO SET ½" REBAR ON THE NORTH RIGHT OF WAY LINE OF GARRARD ROAD AT STA. 195+26.11, 37.91 LT;

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

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

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

EXHIBIT
B


PERMANENT EASEMENT
1 STORY BUILDING
MISSISSIPPI STATE UNIVERSITY OF
117C-00-041.00
STATION=185+32.57
OFFSET=-55.00
Set 1/2" rebar
N25°43'31"E 18.28'
RIGHT-OF-WAY
STATION=187+26.11
OFFSET=-37.91
Set 1/2" rebar
STATION=187+00.00
OFFSET=-55.00
Set magnail
+/- 0.184 Acres
+/- 8016 sq. ft.
PERMANENT EASEMENT
POINT OF BEGINNING
STATION=189+77.08
OFFSET=-55.00
Set 1/2" rebar
S02°39'05"E 21.40'
RIGHT-OF-WAY
Found 1/2" rebar
GARRARD ROAD
RIGHT-OF-WAY
RIGHT-OF-WAY
S 84°51'W 1948.84'
JOSEPH URLING MUIR ESTATE
117C-00-047.00
Date of Survey: 01-06-2026
NOTE: ALL STATION AND OFFSET LABELS REFERENCE THE GARRARD ROAD CENTERLINE RE-ERENCED ON THIS SHEET
0 20' 40'
1"=20'
N
BEARINGS SHOWN ARE GRID BEARINGS DETERMINED BY GPS OBSERVATIONS
CONVERGENCE ANGLE = +00°01'12.5"
DISTANCES SHOWN ARE GRID VALUES, US SURVEY FEET
MS STATE PLANE COORDINATES (NAD 83) EAST ZONE, NAD 83 DATUM
KEY REFERENCE DEEDS
DB 2017 PG 7026
CLASS "B" SURVEY
JAMES BRETT BRASHER
P.O. BOX 2100
2210 MARTIN LUTHER KING JR. DRIVE
COLUMBUS, MS. 39704-2100
REGISTERED PROFESSIONAL LAND SURVEYOR L.S. NO. 3231
STATE OF MISSISSIPPI
PRELIMINARY
JAN 2026
LEGEND
PROJECT NO 109737/01000
COUNTY OKTIBBEHA
DATE
PERMANENT EASEMENT
PARCEL 117C-00-041.00
SHEET NO
1 OF 1

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

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

14. ACCEPTANCE OF THE APRIL 2026 FINANCIAL STATEMENTS.

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

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

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

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

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

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

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

MEMORANDUM OF AGREEMENT

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

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

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

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

1. The town/city/County's responsibilities shall be the following:

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

2. The Program Applicant's responsibilities shall be the following:

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

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

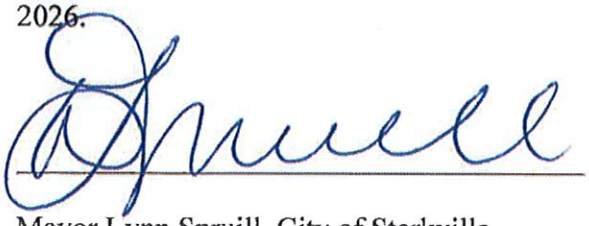
Both parties agree to:

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

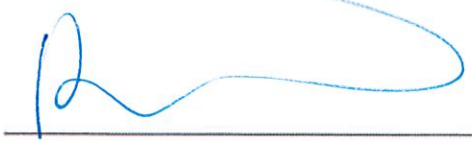
3. Terms of this agreement shall be effective and binding upon approval and award of a grant to the town/city/County by the Mississippi Development Authority of the State of Mississippi and remain in effect until project completion and closeout.

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

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



Mayor Lynn Spruill, City of Starkville



Paige Watson, Starkville Main Street Association

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

ORIGINAT
EFFECT
EXPIRAT

April 2026

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

TOTAL LICENSES: 11



PRESENTED BY

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

PROPOSED ON 05/11/2026 FOR

CITY OF STARKVILLE
110 W MAIN ST
STARKVILLE, MS 39759

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



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



https://www.travelers.com/claims

Travelers Risk Control- Our Expertise is Your Advantage

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

Claim Services

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

Meet your Travelers team

General

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

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

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

Your policies

Commercial Package Program - Simp. Occ.

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

Auto Physical Damage

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

Locations schedule

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

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

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

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

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

Property coverage premium summary

Policy Number 630-0R284869

Coverages and limits of insurance – described premises

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

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

Co-insurance provision

Coinsurance does not apply to Blanket Coverages shown above.

Valuation provision

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

Additional covered property

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

Deluxe property coverage form - additional coverages & coverage extensions

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

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

*Included means included in applicable Covered Property Limit of Insurance

Deluxe property coverage form - additional coverages & coverage extensions

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

*Included means included in applicable Covered Property Limit of Insurance

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

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

Rental Value: Included

Ordinary Payroll: Included

Deluxe business income - additional coverages and coverage extensions

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

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

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

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

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

Causes of loss – equipment breakdown DX T3 19

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

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

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

All Coverage Property Damage Deductible

Direct Damage to Covered Property	$25,000

Business Income & Extra Expense

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

Utility services

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

Coverage is provided for the following:

Water Supply
Communication Supply
Power Supply

Coverage for Overhead Transmission Lines is: excluded.

Electronic Vandalism Limitation Endorsement DX T3 98

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

ADDITIONAL COVERED PROPERTY DX T3 62

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

Public Sector Services Additional Coverage Endorsements

	LIMIT OF INSURANCE
Spoilage Coverage Extension DX T3 15	$15,000

	LIMIT OF INSURANCE
Sewer or Drain Backup Amendment DX T4 45	$100,000

Law Enforcement Animals DX T4 46	LIMIT OF INSURANCE
Any one law enforcement animal	$25,000
All law enforcement animals – maximum per occurrence	$50,000

Public Entity Property Extensions DX T4 47	LIMIT OF INSURANCE
Confiscated Property	$100,000
Street Lights – each item	$2,500
Street Lights – maximum per occurrence	$312,500
Street Signs – each item	$2,500
Street Signs – maximum per occurrence	$312,500
Traffic Signs and Lights – each item	$2,500
Traffic Signs and Lights – maximum per occurrence	$312,500
Stadium Lights – per occurrence	$2,500
Stadium Lights – maximum per occurrence	$312,500

Deductibles

By Earthquake

	PERCENTAGE	OCCURENCE
01. in any one occurrence, at the following Building(s) numbered:		
001-124		
		$25,000
As respects Business Income Coverage a 72 hour deductible applies at all premises locations.		

By Windstorm or Hail

At each of the following Building(s) numbered:	
001-124	
the following percentage applies:	1%
subject to the following minimum, in any one occurrence:	$100,000
As respects Business Income Coverage a 72 hour deductible applies at all premises locations above.	

To “Electronic Data Processing Equipment”

in any one occurrence:	$1,000

To “Electronic Data Processing Data And Media”

in any one occurrence:	$1,000

To To "Outside Signs":

in any one occurrence:	$1,000

To Dx T4 46 Law Enforcement Animals:

in any one occurrence:	$1,000

Business Income

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

Any Other Covered Loss

in any one occurrence:	$25,000

Rating Basis

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

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

Policy Number 630-0R284869

Miscellaneous Property Coverage Form CM T2 39

COVERAGE AND LIMITS OF INSURANCE

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

[X] **Scheduled items:**

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

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

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

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

Deductible

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

Valuation

Actual Cash Value

Coinsurance

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

[ ] 100% [ ] 90% [X] 80% [ ] No Coinsurance Applies

Premium

Premium:	$3,236 Annual Premium	$3,236 Term Premium
Minimum earned premium:		None

Other Terms and Conditions

CM T7 53 – Earth Movement Deductible

X Dollar Deductible: $50,000

CM T7 56 – Earth Movement Limitation – Described Property Or Locations

SCHEDULE OF DESCRIBED PROPERTY OR LOCATIONS	EARTH MOVEMENT OCCURRENCE LIMIT OF INSURANCE	EARTH MOVEMENT ANNUAL AGGREGATE LIMIT OF INSURANCE
ALL COVERED PROPERTY	$500,000	$500,000

X Dollar Deductible: $50,000

CM T7 72 – Windstorm Or Hail Deductible

X Dollar Deductible: $25,000

CM T7 63 – Flood Exclusion

Contractors Equipment Coverage Form CM T2 42

COVERAGE AND LIMITS OF INSURANCE

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

X	**Scheduled Equipment**	
X	As shown on the most current schedule on file with us. The amount shown on such schedulefor each item of equipment is the limit of insurance applying to that item.	
	Total limit of insurance for all Scheduled Equipment:	$4,096,295
X	**Unscheduled Owned Equipment**	
	Total limit of insurance for all unscheduled owned equipment:	$50,000
	Limit of insurance for any one unscheduled owned item of equipment:	$5,000
X	**Unscheduled Equipment Owned By Others**	
	Limit of insurance for any one unscheduled item of equipment leased, rented, or borrowed from others:	$100,000
	Total limit of insurance for all items of Equipment in any one Occurrence:	$4,246,295

Deductible

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

X	Dollar Deductible:	$1,000

Valuation and Coinsurance

Valuation
The following Valuation applies to the applicable Covered Property:

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

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

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

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

	100%		90%	X	80%		No Coinsurance Applies

Premium

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

X **Scheduled and Unscheduled Owned Equipment**

X Non Reporting

Premium	$12,895

Premium Adjustment

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

X **Leased Or Rented From Others**

X Non Reporting

Premium	$361

Premium Adjustment

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

Total Premium Due At Inception:	$13,256

Other Terms and Conditions

CM B0 97 - Contractors Equipment Supplemental Declarations

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

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

CM B0 99 - Contractors Equipment Deductible Schedule
The following specific Deductible(s) apply to loss or damage to the type of property, or to loss or damage by the cause of loss, as indicated by an 'X' below:

X **Earth Movement Deductible:**

X Dollar Deductible: $50,000

X **Windstorm Or Hail Deductible:**

X Dollar Deductible: $25,000

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

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

CM U3 50 – Flood Exclusion

Gross Premium: $16,492

Electronic Vandalism Limitation And Other Changes CM U6 17

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

Policy Number BA-0R284869

Option 1

Gross Premium $82,767

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

Miscellaneous Items

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

Amendments

DESCRIPTION
Public Entity Auto Extension

Federal Terrorism Risk Insurance Act Disclosure

The Federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

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

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

Premium summary

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

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

IMPORTANT NOTE REGARDING ACCOUNT MINIMUM PREMIUM

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

Payment plan

Agency Bill - Quarterly

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

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

Disclosure

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

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

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

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

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

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

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

Property coverage form index

Policy Number 630-0R284869

Coverage and amendments

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

Package common coverage form index

Policy Number 630-0R284869

630 Common coverage and amendments

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

Inland Marine coverage form index

Policy Number 630-0R284869

Coverage and amendments

Inland Marine

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

Commission summary

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

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

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

Important Notice Regarding Compensation Disclosure

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

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

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

TRAVELERS

SUPPLEMENTARY COMMERCIAL AUTOMOBILE APPLICATION
UNINSURED MOTORIST COVERAGE

MISSISSIPPI

City of Starkville (To be completed and signed by Named Insured)
NAME:

110 W Main St. Starkville, MS 39759
ADDRESS:

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

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

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

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

UNINSURED MOTORIST COVERAGE

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

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

© 2021 The Travelers Indemnity Company. All rights reserved.

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

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

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

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

© 2021 The Travelers Indemnity Company. All rights reserved.

Client Authorization to Bind Coverage

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

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

Additional Recommended Coverages

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

Other Coverages to Consider

☐ WDBB Quote presented

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

Coverage Amendments and Notes:

Exposures and Values

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

Additional Terms and Disclosures

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

Coverages for Consideration

Overview

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

- Wind Deductible Buyback quote

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

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

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

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

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

By: City of Starkville
Print Name (Specify Title)

City of Starkville
Company

Signature

Date: 5/19/26

Appendix

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

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

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

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

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

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

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

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

22. UNDER MISSISSIPPI CODE ANNOTATED 21-19-11 (2) AND AS ADOPTED BY THE CITY OF STARKVILLE BOARD OF ALDERMEN, THE FOLLOWING PROPERTIES ARE FOUND IN VIOLATION OF SAID ORDINANCE AND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND ARE THEREFORE PLACED ON THE PROPERTY MOWING LIST: 49 CHOCTAW RD, 111 LEFLORE, 112 LEFLORE, AND 113 LEFLORE

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 19, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the following properties are found in violation of said ordinance and are in such a state of uncleanliness as to be a menace to public health, safety and welfare of the community and are therefore placed on the property mowing list: 49 Choctaw Rd., 111 Leflore, 112 Leflore, and 113 Leflore" is enumerated, this consent item is thereby approved.

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

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

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

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

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

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

Change Order

No. 1

Date of Issuance: 5/19/2026 Effective Date: 5/20/2026

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

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

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

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

Attachments (list documents supporting change):
Quote – 2026 Underground Transformers $5,625
Quote – 2026 WWTP Weed Control $6,250
Quote – 2026 Electric Department and Ops Center $5,045
Quote – 2026 NRC Laydown $1,700
Quote – 2026 Lagoon Treatment $4,900
Quote – Electric Powerline ROW Treatment $6,615

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Estimated Contract Price: $19,852.00	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): N/A Ready for final payment (days or date): N/A
Increase from previously approved Contract to No. 1: $0.00	Increase from previously approved Change Orders to No. 1: Substantial completion (days): N/A Ready for final payment (days): N/A
Contract Price prior to this Change Order: $19,852.00	Contract Times prior to this Change Order: Substantial completion (days or date): N/A Ready for final payment (days or date): N/A
Increase of this Change Order: $30,135.00	Increase of this Change Order: Substantial completion (days or date): N/A Ready for final payment (days or date): N/A
Contract Price incorporating Change Order: $49,987.00	Contract Times with all approved Change Orders: Substantial completion (days or date): N/A Ready for final payment (days or date): N/A

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: 5/19/26	Date: _____

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

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

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

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

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

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

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

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

ANNOUNCEMENTS AND COMMENTS:

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

ELECTRIC LINE RIGHT OF WAY LINE CLEARING SERVICES CONTRACT EXTENSION

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

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

and the Contractor:

S & S Line Service, Inc.

P.O. Box 485

Laurel, MS 39441

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

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

and the Contractor:

S & S Line Service, Inc.

P.O. Box 485

Laurel, MS 39441

SECTION 1 TERM OF CONTRACT EXTENSION

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

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

CITY OF STARKVILLE UTILITIES

ATTEST:

Joanna Myers

SIGNATURE: _____

NAME: Lynn Spruill

TITLE: Mayor

DATE: 5/19/26

CONTRACTOR

ATTEST:

_____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

CHANGE ORDER

(Instructions on reverse side) No. 2

PROJECT: City of Starkville Influent Pump Station Rehabilitation

DATE OF ISSUANCE: May12, 2026 EFFECTIVE DATE: _____

OWNER: City of Starkville Mississippi

OWNER's Contract No. MS-21497

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

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

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

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

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

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

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: 5-12-26

APPROVED:

By: _____
Owner (Authorized Signature)

Date: 5/19/26

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

EJCDC No. 1910-8-B (1990 Edition)
Prepared by the Engineers joint Contract Documents Committee and endorsed by The Associated General Contractors of America

SUPPLEMENTAL AGREEMENT

HEMPHILL CONSTRUCTION CO. INC.

P.O. DRAWER 879

FLORENCE, MS 39073

PROJECT NAME / NO.	MODIFICATION NO.
Starkville Influent Pump Station Starkville, MS	2
DATE:	Wednesday, April 01, 2026

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

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

LABOR	EQUIPMENT	RENT	MATERIAL	SUBCONTRACT	SUBTOTAL COST
$ 2,907.52	$ 534.50	$ -	$ 2,490.83	$ -	$ 5,932.85

CONTRACTOR'S TAX OF TOTAL AMOUNT @	3.50%	$ 257.95
CONTRACTOR'S BOND OF TOTAL AMOUNT @	1.00%	$ 73.70
CONTRACTOR'S NET FEE OF TOTAL AMOUNT @	15.00%	$ 1,105.50
CREDIT FOR 16" FLANGED PIPE IN DRY PIT		$ (2,000.00)
TOTAL AMOUNT:		**$ 5,370.00**
PRICE PER UNIT:		**$ 5,370.00**

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

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

Labor

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	Foreman	1	EA	$ 42.85	10	$ 428.50
2	Master Labor	1	EA	$ 36.55	10	$ 365.50
3	Skilled Labor	2	EA	$ 28.80	10	$ 576.00
4	Unskilled Labor	2	EA	$ 25.90	10	$ 518.00

SUBTOTAL:		$ 1,888.00
LABOR BURDEN:	54.00%	$ 1,019.52
TOTAL:		$ 2,907.52

EQUIPMENT - OPERATING

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

TOTAL:	$ 534.50

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

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

EQUIPMENT - STANDBY

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

RENTAL

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

MATERIAL

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

SUBCONTRACT

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

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

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

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

Code Enforcement Officer Michael Harvey presented under Miss. Code Ann. § 21-19-11 to determine whether the property located at 201 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 is in such a state of 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.

Initial inspection of 201 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 was performed by Code Enforcement Officer Michael Harvey on April 8, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as significant roof damage with missing shingles and holes in multiple spots of the roof. Both the north and south side of the building there appears to be missing and damaged fascia. There is some overgrown vegetation on the west side of the building. This is causing many issues for the neighboring properties, such as the appearance of the neighborhood and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected. A Notice of Violation was mailed to PRISOCK ROBERTA F ETAL, the owner of 201 RUTH RD, on April 8, 2026 by Ofc. Harvey. A second inspection was conducted on Ofc. Harvey on April 23, 2026. Notice of the Public Hearing was posted on the front entrance window at City Hall and on the property on April 23, 2026. A Notice of Public Hearing was mailed on April 23, 2026, to the property taxpayer/owner, PRISOCK ROBERTA F ETAL. Taxpayer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.
Mayor Spruill explained this property had been brought to the previous Board prior to Alderman Skinner and Alderman Pochop. She noted that the City went through the court process and this particular 21-19-11 action is not tolled while you are in court, and this is why it is being brought back to the Board. She noted that nothing has been done to the property to make any improvements. Vice Mayor Perkins stated that recalled the history of this property. He noted that the code enforcement officer had met all of the notice requirements that is required for the hearing. He noted that the property owner was in attendance of the hearing and that the administrative inspection warrant was obtained from the City's municipal judge to have the necessary legal access to the property and there were photo's that were taken from the road which is legally permissible. He stated that the property clearly falls within the meaning of dilapidated structure as defined within the statutory provision. Mr. Prisock addressed the Board stating that his appeal of the previous board action roughly two years ago was ongoing. He raised issues raised in his appeal of the previous board action, primarily relating to his claim that code enforcement trespassed on his property back in 2023. Prisock stated that as of today he has not received anything from the court. Mr. Prisock noted that his attorney passed last fall and the court is required to provide him the ruling. He stated that it was mailed to a nonexistent address. He stated spoke about motions he had filed in his previous appeal Prisock asked questions of the City attorney about his previous appeal. Mr. Huskison stated that this was a new proceeding and it was starting over the process over again. Mayor Spruill noted that it has been litigated and this was new. Prisock requested a copy of the

affidavit for the search warrant.

Mayor Spruill opened the Public Hearing to the public.

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

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

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

Upon the motion of Alderman Moreland, duly seconded by Alderman Sistrunk, and adopted by the Board to approve under Miss. Code Ann. § 21-19-11 to determine whether the property located at 201 Ruth Rd, Starkville, MS 39759 with the parcel number of 159J-00-028.01, is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur. The Board voted as follows:

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

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

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

16.1 Nuisance
16.1.1 General Nuisance
16.1.2 Nuisance Prohibited
16.1.3 Nuisance Violation

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

A. Accumulation of noxious weeds and other rank vegetation.

B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.

C. Any condition which provides harborage for rats, mice, snakes and other vermin.

D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.

E. All unauthorized noises and vibrations, including animal noises.

F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.

G. The carcasses of animals or fowl not disposed of within a reasonable time after death.

H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.

I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.

J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.

K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2 Nuisance Prohibited

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

16.1.3 Nuisance Violation

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

Section 21-19-11

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

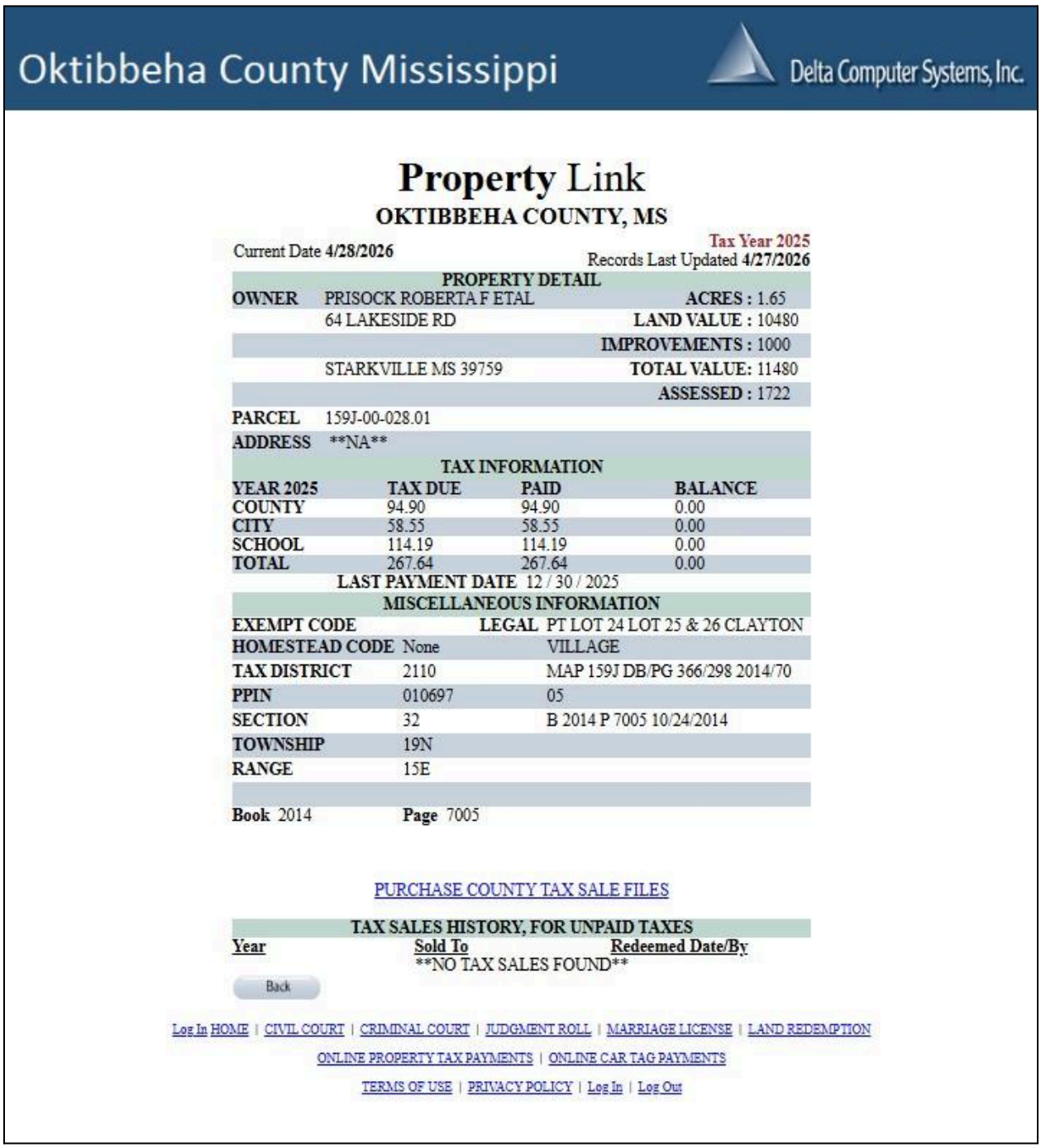
(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted. Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars ($20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

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



Oktibbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date **4/28/2026**

Tax Year 2025

Records Last Updated **4/27/2026**

PROPERTY DETAIL		
OWNER	PRISOCK ROBERTA F ETAL	**ACRES :** 1.65
	64 LAKESIDE RD	**LAND VALUE :** 10480
		IMPROVEMENTS : 1000
	STARKVILLE MS 39759	**TOTAL VALUE:** 11480
		ASSESSED : 1722
PARCEL	159J-00-028.01	
ADDRESS	**NA**	

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

LAST PAYMENT DATE 12 / 30 / 2025

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

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

Back

Log In HOME | CIVIL COURT | CRIMINAL COURT | JUDGMENT ROLL | MARRIAGE LICENSE | LAND REDEMPTION

ONLINE PROPERTY TAX PAYMENTS | ONLINE CAR TAG PAYMENTS

TERMS OF USE | PRIVACY POLICY | Log In | Log Out

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









(Call Card)

Call # 26-010954
Date/Time 04/07/2026 08:40:39
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher HARVEY, M
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address
201 RUTH RD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	08:40:39	08:40:39	08:41:35		

Notes

4/7/2026 8:40:53 AM	HARVEY, M	PHOTOS TAKEN FROM ROADWAY

Violation Notice issued

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

City of Starkville
110 W Main Street
Starkville, MS 39759

NOTICE OF VIOLATION

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

Date: April 8, 2026
Case Number: CE-26-66
Parcel Number: 159J-00-028.01

Name: PRISOCK ROBERTA F ETAL
Owner Address: 64 LAKESIDE RD STARKVILLE MISSISSIPPI, 39759

Dear Property Owner or Tenant,

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

This letter is an official written notice that you have until **April 22, 2026** to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

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

		capable of safely supporting all nominal loads and load effects. 6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects. 9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects. 10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 12.Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 13.Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
16.1.1	UDC 16.1.1 General Nuisance	Nuisance shall include but not be limited to: A. Accumulation of noxious weeds and other rank vegetation. B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things. C. Any condition which provides harborage for rats, mice, snakes and other vermin. D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located. E. All unauthorized noises and vibrations, including animal noises. F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches. G. The carcasses of animals or fowl not disposed of within a reasonable time after death. H. The

pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances. I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained. J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground. K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

By the following date said violation is to be corrected:
April 22, 2026

Officer Michael Harvey
Code Enforcement

The Unified Development Code and Municipal Code of Ordinances can be found at https://starkville.municipalcodeonline.com/
For more information regarding remedies and penalties please see
Section 3.19.6 of the Unified Development Code.

PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE, MS 39759

April 23, 2026

NOTICE

PARCEL NUMBER: 159J-00-028.01

201 RUTH RD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on MAY 19, 2026 before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness 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.

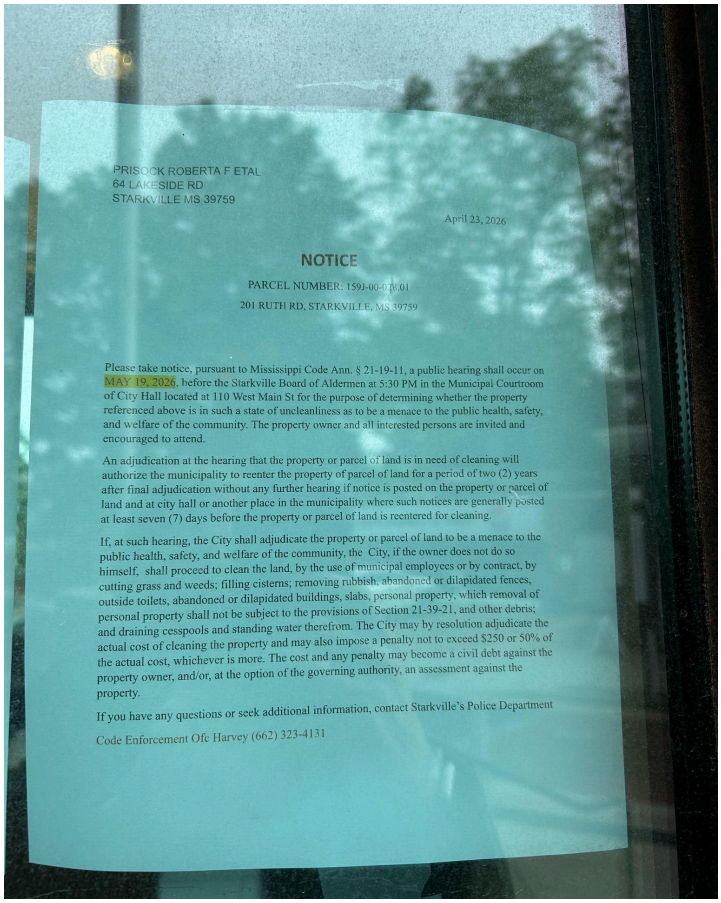
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and 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 April 23, 2026, of the Public Hearing Notice posted in the front window at City Hall.

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



PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE MS 39759

April 23, 2026

NOTICE

PARCEL NUMBER: 159J-00-07[illegible]01

201 RUTH RD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on MAY 19, 2026, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main St for the purpose of determining whether the property referenced above is in such a state of uncleanliness 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 Ofc Harvey (662) 323-4131

(CALLCARD)

STARKVILLE POLICE DEPT

Calls For Service

from N/A
thru 04/28/2026 10:50

Call #	26-013366	**Dispatcher**	HARVEY, M
Date/Time	04/23/2026 16:47:33	**Disposition**	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

110 W MAIN ST

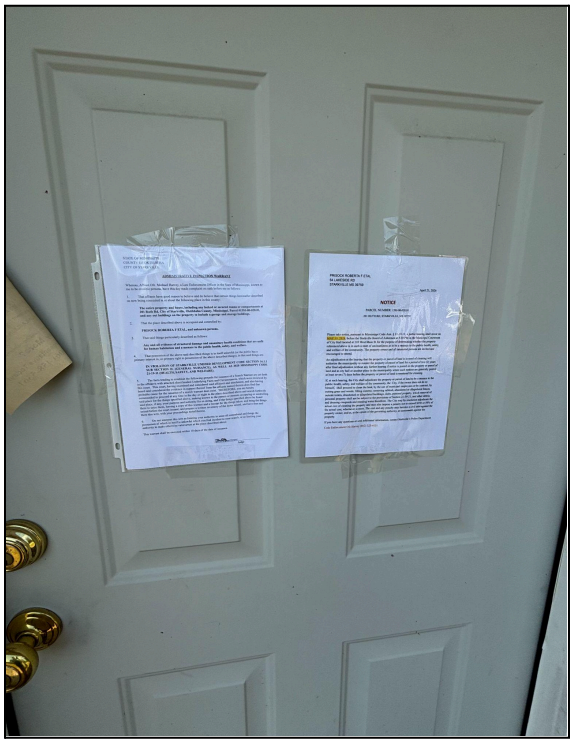
Officer Information

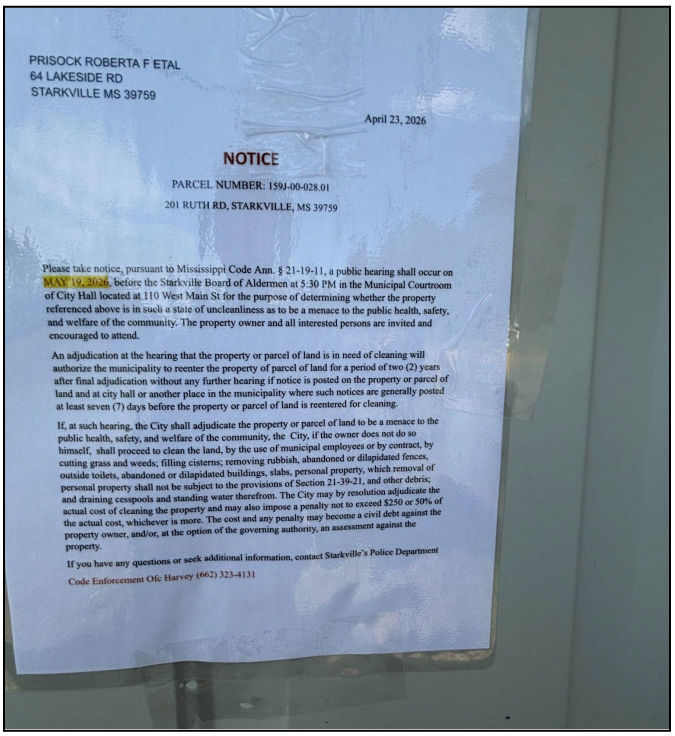
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:47:33	16:47:33	16:48:18		

Notes

4/23/2026 4:47:55 PM	HARVEY, M	POSTED PUBLIC HEARINGS AT CITY HALL FOR
4/23/2026 4:48:05 PM	HARVEY, M	201, 245, 305, 325 RUTH RD

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





PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE MS 39759

April 23, 2026

NOTICE

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

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on MAY 19, 2026, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main St for the purpose of determining whether the property referenced above is in such a state of uncleanliness 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 Ofc Harvey (662) 323-4131

(CALLCARD)

STARKVILLE POLICE DEPT
Calls For Service

from N/A
thru 04/28/2026 10:47

Call # 26-013361
Date/Time 04/23/2026 15:44:40
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher HARVEY, M
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address
201 RUTH DR
STARKVILLE, MS 39759

Officer Information

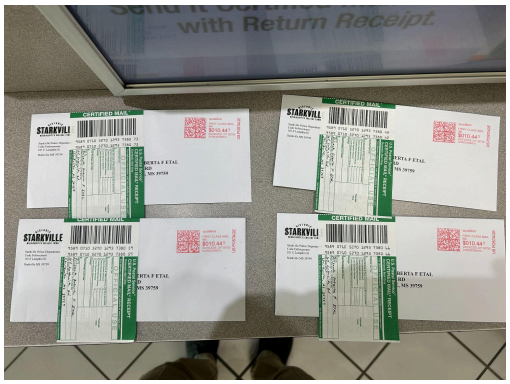
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:44:40	15:44:40	16:20:57		

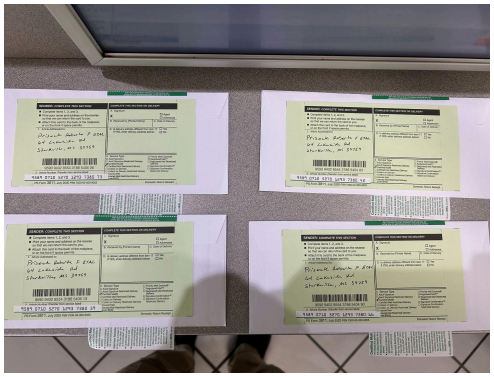
Notes

4/23/2026 4:17:41 PM	HARVEY, M	INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD
4/23/2026 4:18:06 PM	HARVEY, M	WARRANT AND PUBLIC HEARING LEFT ON PROPERTY
4/23/2026 4:18:23 PM	HARVEY, M	LEFT ON ALL 4 STRUCTURES
4/23/2026 4:19:51 PM	HARVEY, M	BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION
4/23/2026 4:20:50 PM	HARVEY, M	ONLY PHOTOS TAKEN

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

(PHOTOS OF MAIL SENT)







(CALLCARD)

STARKVILLE POLICE DEPT

from N/A
thru 04/28/2026 10:49

Calls For Service

Call #	26-013364	**Dispatcher**	HARVEY, M
Date/Time	04/23/2026 16:31:19	**Disposition**	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

822 TAYLOR ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:31:19	16:31:19	16:32:03		

Notes

4/23/2026 4:31:31 PM	HARVEY, M	CERTIFIED LETTERS SENT
4/23/2026 4:31:45 PM	HARVEY, M	201, 245, 305, 325 RUTH RD
4/23/2026 4:31:53 PM	HARVEY, M	307 W MAIN

This Administrative Inspection Warrant was executed by Officer Michael Harvey, Sgt. Gillen, Building Official McMullen, Inspector Rogers April 23, 2026, at approximately 1530 hrs. Photographs were taken of the property and of the structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Ofc. Michael Harvey, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:

The entire property and house, including any locked or secured rooms or compartments at 201 Ruth Rd, City of Starkville, Oktibbeha County, Mississippi, Parcel #159J-00-028.01, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

PRISOCK ROBERTA F ETAL, and unknown persons.

3. That said things particularly described as follows:

Any and all evidence of structural damage and unsanitary health conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11 (HEALTH, SAFETY, AND WELFARE).

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

This warrant shall be executed within 10 days of the date of issuance.

Judge

(Call Card)

STARKVILLE POLICE DEPT

from N/A
thru 04/28/2026 10:47

Calls For Service

Call # 26-013361
Date/Time 04/23/2026 15:44:40
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher HARVEY, M
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address

201 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:44:40	15:44:40	16:20:57		

Notes

4/23/2026 4:17:41 PM	HARVEY, M	INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD
4/23/2026 4:18:06 PM	HARVEY, M	WARRANT AND PUBLIC HEARING LEFT ON PROPERTY
4/23/2026 4:18:23 PM	HARVEY, M	LEFT ON ALL 4 STRUCTURES
4/23/2026 4:19:51 PM	HARVEY, M	BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION
4/23/2026 4:20:50 PM	HARVEY, M	ONLY PHOTOS TAKEN















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

Code Enforcement Officer Michael Harvey presented under Miss. Code Ann. § 21-19-11 to determine whether the property located at 245 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 is in such a state of 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.

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

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

Mayor Spruill opened the Public Hearing to the public.

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

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

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

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

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

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

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

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

16.1 Nuisance
16.1.1 General Nuisance
16.1.2 Nuisance Prohibited
16.1.3 Nuisance Violation

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

A. Accumulation of noxious weeds and other rank vegetation.

B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.

C. Any condition which provides harborage for rats, mice, snakes and other vermin.

D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.

E. All unauthorized noises and vibrations, including animal noises.

F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.

G. The carcasses of animals or fowl not disposed of within a reasonable time after death.

H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.

I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.

J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.

K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2 Nuisance Prohibited

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

16.1.3 Nuisance Violation

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

Section 21-19-11

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

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted. Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars ($20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

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

Oktibbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date **4/28/2026**

Tax Year 2025

Records Last Updated **4/27/2026**

PROPERTY DETAIL		
OWNER	PRISOCK ROBERTA F ETAL	**ACRES :** 1.65
	64 LAKESIDE RD	**LAND VALUE :** 10480
		IMPROVEMENTS : 1000
	STARKVILLE MS 39759	**TOTAL VALUE:** 11480
		ASSESSED : 1722
PARCEL	159J-00-028.01	
ADDRESS	**NA**	

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

LAST PAYMENT DATE 12 / 30 / 2025

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

PURCHASE COUNTY TAX SALE FILES

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

Back

Log In HOME | CIVIL COURT | CRIMINAL COURT | JUDGMENT ROLL | MARRIAGE LICENSE | LAND REDEMPTION

ONLINE PROPERTY TAX PAYMENTS | ONLINE CAR TAG PAYMENTS

TERMS OF USE | PRIVACY POLICY | Log In | Log Out

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









(Call Card)

Calls For Service

Call #	26-010955	**Dispatcher**	HARVEY, M
Date/Time	04/07/2026 08:42:23	**Disposition**	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

245 RUTH RD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	08:42:23	08:42:23	08:42:38		

Notes

4/7/2026 8:42:32 AM	HARVEY, M	PHOTOS TAKEN FROM ROADWAY

Violation Notice issued

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

City of Starkville
110 W Main Street
Starkville, MS 39759

NOTICE OF VIOLATION

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

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

Name: PRISOCK ROBERTA F ETAL
Owner Address: 64 LAKESIDE RD STARKVILLE MISSISSIPPI, 39759

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

This letter is an official written notice that you have until April 22, 2026 to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

3.19.5.F	UDC 3.19.5.F Property or Parcel is a Menace to the Public Health Safety and Welfare	1. Upon verification of the alleged violation by the Building Official, the Code Enforcement Officer shall provide a notice to the property owner of a public hearing with the Board of Aldermen in compliance Miss. Code Ann. § 21-19- 11. 2. If the subject property or parcel of land is found by the Board of Aldermen to be in such condition as to be a menace to the public health, safety, and welfare of the community, the Board of Aldermen may issue a judgment against the responsible persons or parties, which may result in but is not limited to Remedies and Penalties found in section 3.19.6.
304.1	IPMC 304.1 General	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
16.1.1	UDC 16.1.1 General Nuisance	Nuisance shall include but not be limited to: A. Accumulation of noxious weeds and other rank vegetation. B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things. C. Any condition which provides harborage for rats, mice, snakes and other vermin. D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a

menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located. E. All unauthorized noises and vibrations, including animal noises. F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches. G. The carcasses of animals or fowl not disposed of within a reasonable time after death. H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances. I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained. J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground. K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

By the following date said violation is to be corrected:
April 22, 2026

Officer Michael Harvey
Code Enforcement

The Unified Development Code and Municipal Code of Ordinances can be found at https://starkville.municipalcodeonline.com/
For more information regarding remedies and penalties please see Section 3.19.6 of the Unified Development Code.

PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE, MS 39759

April 23, 2026

NOTICE

PARCEL NUMBER: 159J-00-028.01

245 RUTH RD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on MAY 19, 2026 before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness 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.

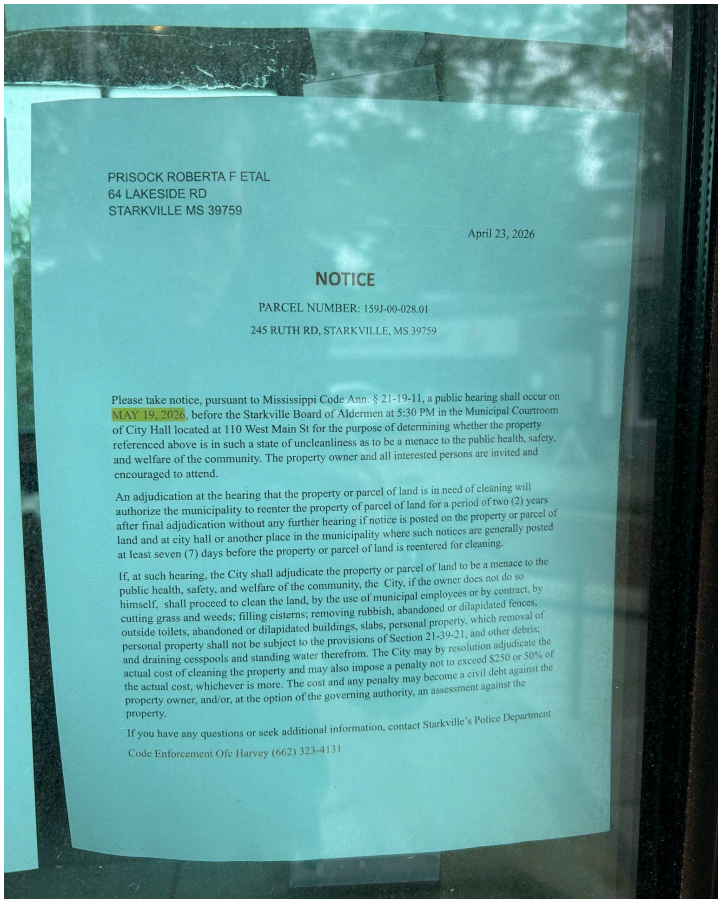
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and 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 April 23, 2026, of the Public Hearing Notice posted in the front window at City Hall.

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



PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE MS 39759

April 23, 2026

NOTICE

PARCEL NUMBER: 159J-00-028.01

245 RUTH RD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on MAY 19, 2026, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main St for the purpose of determining whether the property referenced above is in such a state of uncleanliness 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 Ofc Harvey (662) 323-4131

(CALLCARD)

STARKVILLE POLICE DEPT

Calls For Service

from N/A
thru 04/28/2026 10:50

Call #	26-013366	**Dispatcher**	HARVEY, M
Date/Time	04/23/2026 16:47:33	**Disposition**	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

110 W MAIN ST

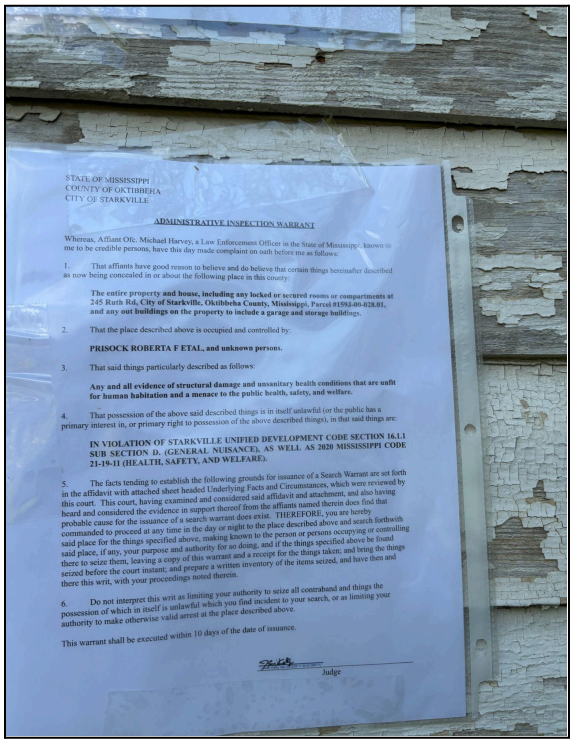
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:47:33	16:47:33	16:48:18		

Notes

4/23/2026 4:47:55 PM	HARVEY, M	POSTED PUBLIC HEARINGS AT CITY HALL FOR
4/23/2026 4:48:05 PM	HARVEY, M	201, 245, 305, 325 RUTH RD

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



STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Ofc. Michael Harvey, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:

The entire property **and house, including any locked or secured rooms or compartments at 245 Ruth Rd, City of Starkville, Oktibbeha County, Mississippi. Parcel #159J-00-028.01, and any out buildings on the property to include a garage and storage buildings.**

2. That the place described above is occupied and controlled by:

PRISOCK ROBERTA F ETAL, and unknown persons.

3. That said things particularly described as follows:

Any and all evidence of structural damage and unsanitary health conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

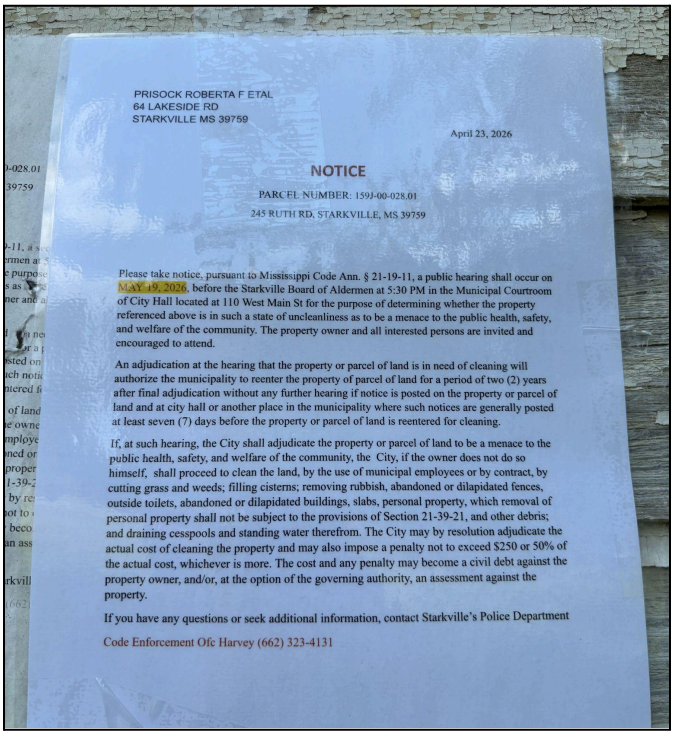
IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11 (HEALTH, SAFETY, AND WELFARE).

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

This warrant shall be executed within 10 days of the date of issuance.

Judge



PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE MS 39759

April 23, 2026

NOTICE

PARCEL NUMBER: 159J-00-028.01

245 RUTH RD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on MAY 19, 2026, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main St for the purpose of determining whether the property referenced above is in such a state of uncleanliness 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 Ofc Harvey (662) 323-4131

(CALLCARD)

STARKVILLE POLICE DEPT

Calls For Service

from N/A
thru 04/28/2026 10:47

Call # 26-013361
Date/Time 04/23/2026 15:44:40
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher HARVEY, M
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address

201 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:44:40	15:44:40	16:20:57		

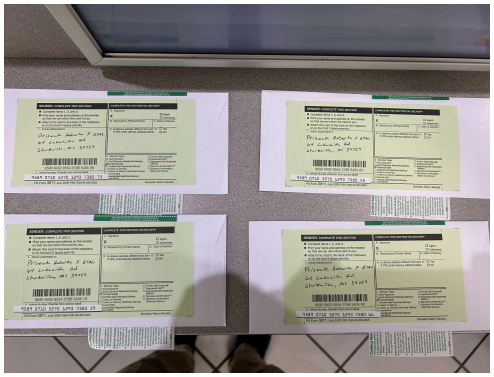
Notes

4/23/2026 4:17:41 PM	HARVEY, M	INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD
4/23/2026 4:18:06 PM	HARVEY, M	WARRANT AND PUBLIC HEARING LEFT ON PROPERTY
4/23/2026 4:18:23 PM	HARVEY, M	LEFT ON ALL 4 STRUCTURES
4/23/2026 4:19:51 PM	HARVEY, M	BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION
4/23/2026 4:20:50 PM	HARVEY, M	ONLY PHOTOS TAKEN

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

(PHOTOS OF MAIL SENT)







(CALLCARD)

STARKVILLE POLICE DEPT

Calls For Service

from N/A
thru 04/28/2026 10:49

Call #	26-013364	**Dispatcher**	HARVEY, M
Date/Time	04/23/2026 16:31:19	**Disposition**	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

822 TAYLOR ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:31:19	16:31:19	16:32:03		

Notes

4/23/2026 4:31:31 PM	HARVEY, M	CERTIFIED LETTERS SENT
4/23/2026 4:31:45 PM	HARVEY, M	201, 245, 305, 325 RUTH RD
4/23/2026 4:31:53 PM	HARVEY, M	307 W MAIN

This Administrative Inspection Warrant was executed by Officer Michael Harvey, Sgt. Gillen, Building Official McMullen, Inspector Rogers April 23, 2026, at approximately 1530 hrs. Photographs were taken of the property and of the structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Ofc. Michael Harvey, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:

The entire property and house, including any locked or secured rooms or compartments at 245 Ruth Rd, City of Starkville, Oktibbeha County, Mississippi, Parcel #159J-00-028.01, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

PRISOCK ROBERTA F ETAL, and unknown persons.

3. That said things particularly described as follows:

Any and all evidence of structural damage and unsanitary health conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11 (HEALTH, SAFETY, AND WELFARE).

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

This warrant shall be executed within 10 days of the date of issuance.

Judge

(Call Card)

STARKVILLE POLICE DEPT

from N/A
thru 04/28/2026 10:47

Calls For Service

Call # 26-013361
Date/Time 04/23/2026 15:44:40
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher HARVEY, M
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address

201 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:44:40	15:44:40	16:20:57		

Notes

4/23/2026 4:17:41 PM	HARVEY, M	INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD
4/23/2026 4:18:06 PM	HARVEY, M	WARRANT AND PUBLIC HEARING LEFT ON PROPERTY
4/23/2026 4:18:23 PM	HARVEY, M	LEFT ON ALL 4 STRUCTURES
4/23/2026 4:19:51 PM	HARVEY, M	BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION
4/23/2026 4:20:50 PM	HARVEY, M	ONLY PHOTOS TAKEN















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

Code Enforcement Officer Michael Harvey presented under Miss. Code Ann. § 21-19-11 to determine whether the property located at 305 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 is in such a state of 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.

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

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

Mayor Spruill opened the Public Hearing to the public.

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

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

Upon the motion of Alderman Moreland, duly seconded by Alderman Skinner, and adopted by the Board to approve under Miss. Code Ann. § 21-19-11 to determine whether the property located at 305 Ruth Rd, Starkville, MS 39759 with the parcel number of 159J-00-028.01, is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur. The Board voted as follows:

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

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

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

16.1 Nuisance
16.1.1 General Nuisance
16.1.2 Nuisance Prohibited
16.1.3 Nuisance Violation

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

A. Accumulation of noxious weeds and other rank vegetation.

B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.

C. Any condition which provides harborage for rats, mice, snakes and other vermin.

D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.

E. All unauthorized noises and vibrations, including animal noises.

F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.

G. The carcasses of animals or fowl not disposed of within a reasonable time after death.

H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.

I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.

J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.

K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2 Nuisance Prohibited

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

16.1.3 Nuisance Violation

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

Section 21-19-11

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

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted. Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars ($20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

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

Oktibbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date **4/28/2026**

Tax Year 2025

Records Last Updated **4/27/2026**

PROPERTY DETAIL

OWNER	PRISOCK ROBERTA F ETAL	**ACRES :** 1.65
	64 LAKESIDE RD	**LAND VALUE :** 10480
		IMPROVEMENTS : 1000
	STARKVILLE MS 39759	**TOTAL VALUE:** 11480
		ASSESSED : 1722
PARCEL	159J-00-028.01	
ADDRESS	**NA**	

TAX INFORMATION

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

LAST PAYMENT DATE 12 / 30 / 2025

MISCELLANEOUS INFORMATION

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

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

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

Back

Log In HOME | CIVIL COURT | CRIMINAL COURT | JUDGMENT ROLL | MARRIAGE LICENSE | LAND REDEMPTION

ONLINE PROPERTY TAX PAYMENTS | ONLINE CAR TAG PAYMENTS

TERMS OF USE | PRIVACY POLICY | Log In | Log Out

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







(Call Card)

Call #	26-010956	**Dispatcher**	HARVEY, M
Date/Time	04/07/2026 08:43:02	**Disposition**	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

305 RUTH RD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	08:43:02	08:43:02	08:43:21		

Notes

4/7/2026 8:43:09 AM	HARVEY, M	PHOTOS TAKEN FROM ROADWAY

Violation Notice issued

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

City of Starkville
110 W Main Street
Starkville, MS 39759

NOTICE OF VIOLATION

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

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

Name: PRISOCK ROBERTA F ETAL
Owner Address: 64 LAKESIDE RD STARKVILLE MISSISSIPPI, 39759

Dear Property Owner or Tenant,

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

This letter is an official written notice that you have until **April 22, 2026** to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

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

		capable of safely supporting all nominal loads and load effects. 6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects. 9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects. 10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 12.Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 13.Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
16.1.1	UDC 16.1.1 General Nuisance	Nuisance shall include but not be limited to: A. Accumulation of noxious weeds and other rank vegetation. B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things. C. Any condition which provides harborage for rats, mice, snakes and other vermin. D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located. E. All unauthorized noises and vibrations, including animal noises. F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches. G. The carcasses of animals or fowl not disposed of within a reasonable time after death. H. The

pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances. I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained. J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground. K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

By the following date said violation is to be corrected:
April 22, 2026

Officer Michael Harvey
Code Enforcement

The Unified Development Code and Municipal Code of Ordinances can be found at https://starkville.municipalcodeonline.com/
For more information regarding remedies and penalties please see
Section 3.19.6 of the Unified Development Code.

PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE, MS 39759

April 23, 2026

NOTICE

PARCEL NUMBER: 159J-00-028.01

305 RUTH RD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on MAY 19, 2026 before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness 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.

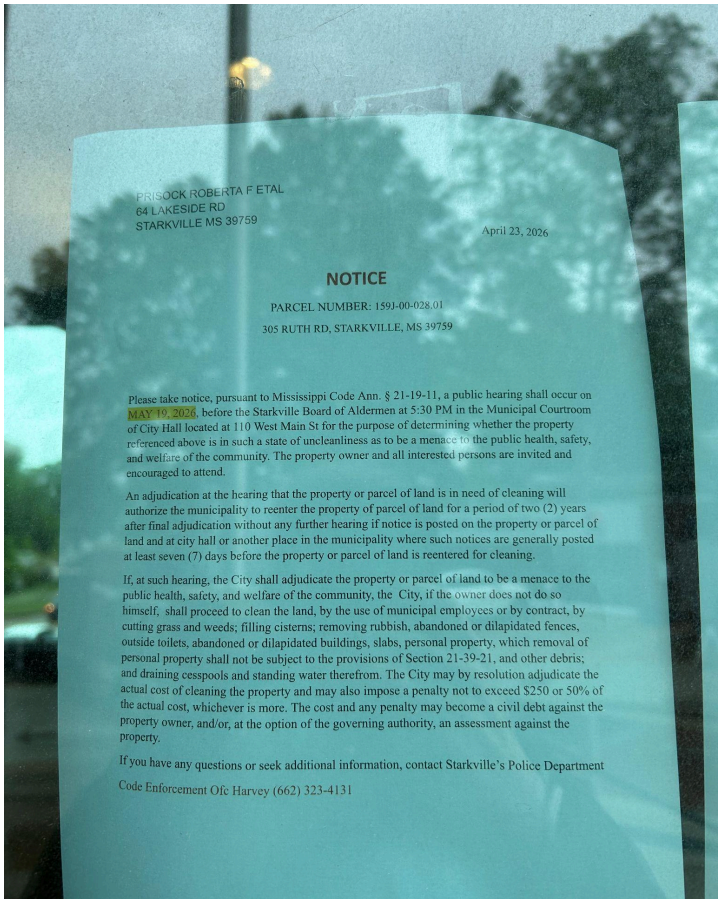
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and 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 April 23, 2026, of the Public Hearing Notice posted in the front window at City Hall.

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



PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE MS 39759

April 23, 2026

NOTICE

PARCEL NUMBER: 159J-00-028.01

305 RUTH RD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on MAY 19, 2026, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main St for the purpose of determining whether the property referenced above is in such a state of uncleanliness 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 Ofc Harvey (662) 323-4131

(CALLCARD)

STARKVILLE POLICE DEPT

Calls For Service

from N/A
thru 04/28/2026 10:50

Call #	26-013366	**Dispatcher**	HARVEY, M
Date/Time	04/23/2026 16:47:33	**Disposition**	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

110 W MAIN ST

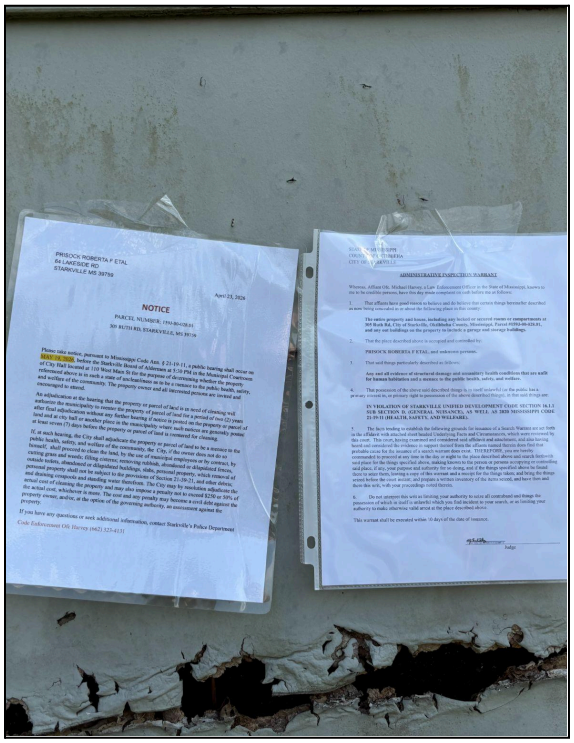
Officer Information

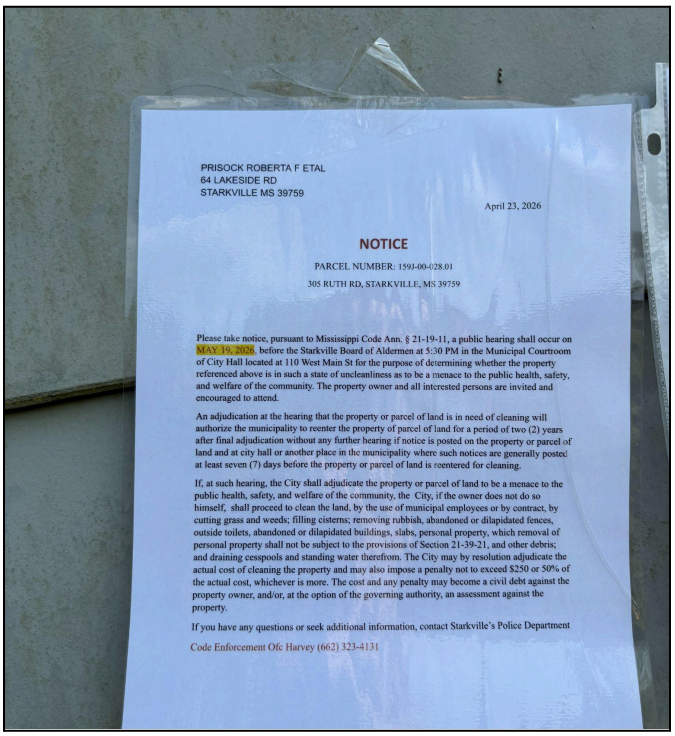
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:47:33	16:47:33	16:48:18		

Notes

4/23/2026 4:47:55 PM	HARVEY, M	POSTED PUBLIC HEARINGS AT CITY HALL FOR
4/23/2026 4:48:05 PM	HARVEY, M	201, 245, 305, 325 RUTH RD

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





(CALLCARD)

STARKVILLE POLICE DEPT

from N/A
thru 04/28/2026 10:47

Calls For Service

Call # 26-013361
Date/Time 04/23/2026 15:44:40
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher HARVEY, M
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address

201 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:44:40	15:44:40	16:20:57		

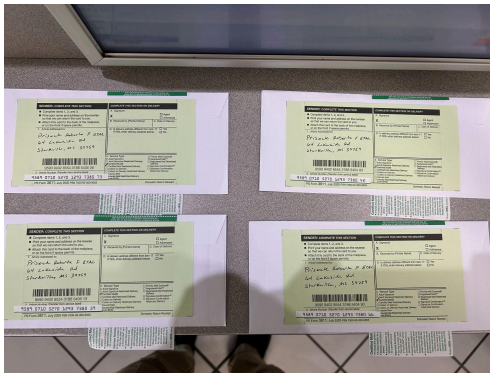
Notes

4/23/2026 4:17:41 PM	HARVEY, M	INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD
4/23/2026 4:18:06 PM	HARVEY, M	WARRANT AND PUBLIC HEARING LEFT ON PROPERTY
4/23/2026 4:18:23 PM	HARVEY, M	LEFT ON ALL 4 STRUCTURES
4/23/2026 4:19:51 PM	HARVEY, M	BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION
4/23/2026 4:20:50 PM	HARVEY, M	ONLY PHOTOS TAKEN

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

(PHOTOS OF MAIL SENT)







(CALLCARD)

STARKVILLE POLICE DEPT

Calls For Service

from N/A
thru 04/28/2026 10:49

Call #	26-013364	**Dispatcher**	HARVEY, M
Date/Time	04/23/2026 16:31:19	**Disposition**	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

822 TAYLOR ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:31:19	16:31:19	16:32:03		

Notes

4/23/2026 4:31:31 PM	HARVEY, M	CERTIFIED LETTERS SENT
4/23/2026 4:31:45 PM	HARVEY, M	201, 245, 305, 325 RUTH RD
4/23/2026 4:31:53 PM	HARVEY, M	307 W MAIN

This Administrative Inspection Warrant was executed by Officer Michael Harvey, Sgt. Gillen, Building Official McMullen, Inspector Rogers April 23, 2026, at approximately 1530 hrs. Photographs were taken of the property and of the structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Ofc. Michael Harvey, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:

The entire property and house, including any locked or secured rooms or compartments at 305 Ruth Rd, City of Starkville, Oktibbeha County, Mississippi, Parcel #159J-00-028.01, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

PRISOCK ROBERTA F ETAL, and unknown persons.

3. That said things particularly described as follows:

Any and all evidence of structural damage and unsanitary health conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11 (HEALTH, SAFETY, AND WELFARE).

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

This warrant shall be executed within 10 days of the date of issuance.

Judge

(Call Card)

STARKVILLE POLICE DEPT

from N/A
thru 04/28/2026 10:47

Calls For Service

Call # 26-013361
Date/Time 04/23/2026 15:44:40
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher HARVEY, M
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address

201 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:44:40	15:44:40	16:20:57		

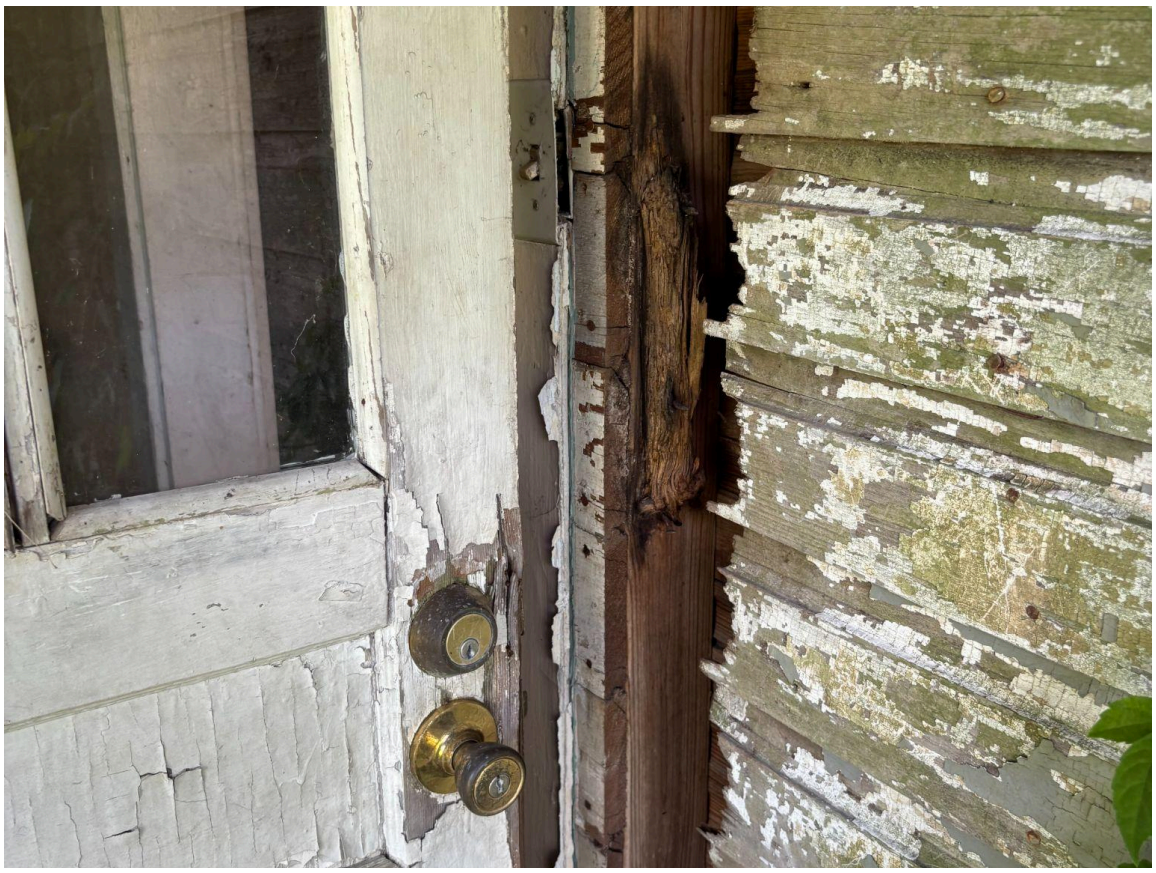
Notes

4/23/2026 4:17:41 PM	HARVEY, M	INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD
4/23/2026 4:18:06 PM	HARVEY, M	WARRANT AND PUBLIC HEARING LEFT ON PROPERTY
4/23/2026 4:18:23 PM	HARVEY, M	LEFT ON ALL 4 STRUCTURES
4/23/2026 4:19:51 PM	HARVEY, M	BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION
4/23/2026 4:20:50 PM	HARVEY, M	ONLY PHOTOS TAKEN















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

Code Enforcement Officer Michael Harvey presented under Miss. Code Ann. § 21-19-11 to determine whether the property located at 325 RUTH RD, STARKVILLE, MS 39759, with the parcel number 159J-00-028.01 is in such a state of 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.

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

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

Mayor Spruill opened the Public Hearing to the public.

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

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

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

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

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

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

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

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

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

16.1 Nuisance

16.1.1 General Nuisance
16.1.2 Nuisance Prohibited
16.1.3 Nuisance Violation

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

A. Accumulation of noxious weeds and other rank vegetation.

B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.

C. Any condition which provides harborage for rats, mice, snakes and other vermin.

D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.

E. All unauthorized noises and vibrations, including animal noises.

F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.

G. The carcasses of animals or fowl not disposed of within a reasonable time after death.

H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.

I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.

J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.

K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2 Nuisance Prohibited

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

16.1.3 Nuisance Violation

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

Section 21-19-11

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

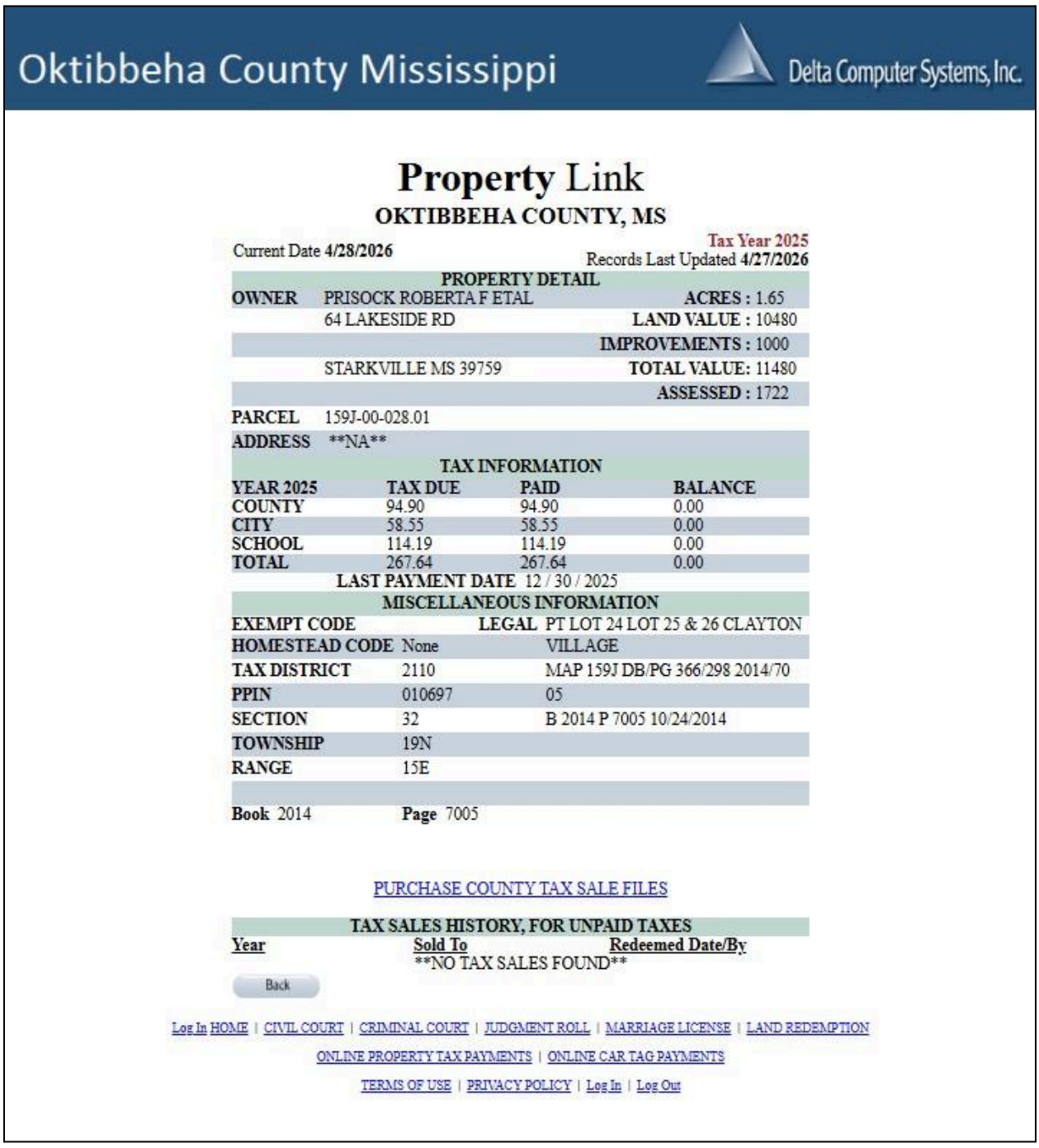
(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted. Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars ($20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

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



Oktibbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date **4/28/2026**

Tax Year 2025

Records Last Updated **4/27/2026**

PROPERTY DETAIL		
OWNER	PRISOCK ROBERTA F ETAL	**ACRES :** 1.65
	64 LAKESIDE RD	**LAND VALUE :** 10480
		IMPROVEMENTS : 1000
	STARKVILLE MS 39759	**TOTAL VALUE:** 11480
		ASSESSED : 1722
PARCEL	159J-00-028.01	
ADDRESS	**NA**	

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

LAST PAYMENT DATE 12 / 30 / 2025

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

PURCHASE COUNTY TAX SALE FILES

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

Back

Log In HOME | CIVIL COURT | CRIMINAL COURT | JUDGMENT ROLL | MARRIAGE LICENSE | LAND REDEMPTION

ONLINE PROPERTY TAX PAYMENTS | ONLINE CAR TAG PAYMENTS

TERMS OF USE | PRIVACY POLICY | Log In | Log Out

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









(Call Card)

Call For Service

Call #	26-010957	**Dispatcher**	HARVEY, M
Date/Time	04/07/2026 08:43:37	**Disposition**	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

325 RUTH RD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	08:43:37	08:43:37	08:43:59		

Notes

4/7/2026 8:43:44 AM	HARVEY, M	PHOTOS TAKEN FROM ROADWAY

Violation Notice issued

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

City of Starkville
110 W Main Street
Starkville, MS 39759

NOTICE OF VIOLATION

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

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

Name: PRISOCK ROBERTA F ETAL
Owner Address: 64 LAKESIDE RD STARKVILLE MISSISSIPPI, 39759

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

This letter is an official written notice that you have until **April 22, 2026** to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

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

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

By the following date said violation is to be corrected:
April 22, 2026

Officer Michael Harvey
Code Enforcement

The Unified Development Code and Municipal Code of Ordinances can be found at https://starkville.municipalcodeonline.com/
For more information regarding remedies and penalties please see
Section 3.19.6 of the Unified Development Code.

PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE, MS 39759

April 23, 2026

NOTICE

PARCEL NUMBER: 159J-00-028.01

325 RUTH RD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on MAY 19, 2026 before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness 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.

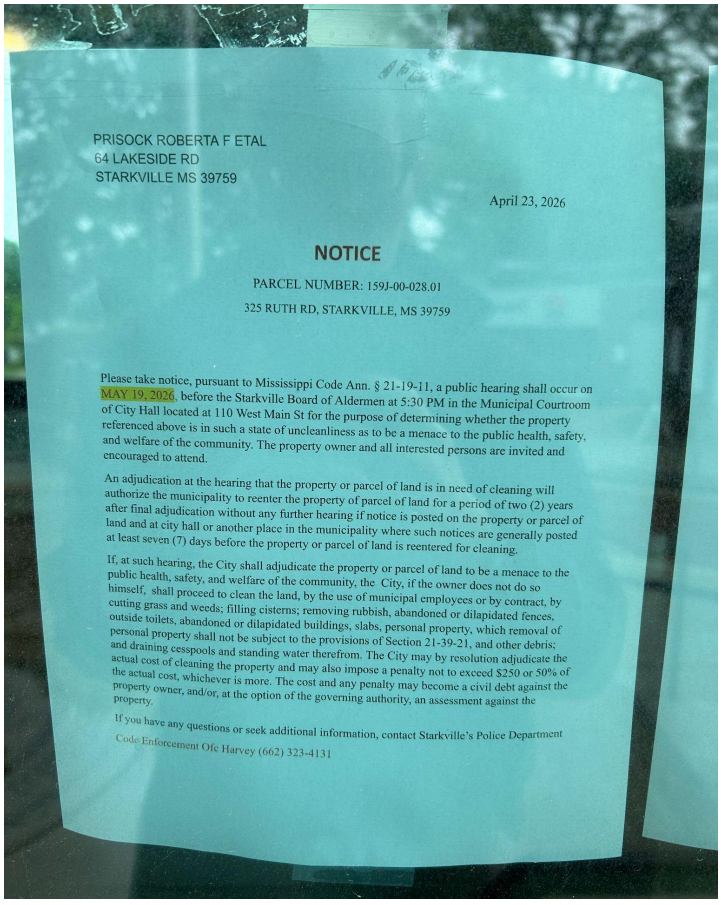
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and 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 April 23, 2026, of the Public Hearing Notice posted in the front window at City Hall.

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



PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE MS 39759

April 23, 2026

NOTICE

PARCEL NUMBER: 159J-00-028.01

325 RUTH RD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on MAY 19, 2026, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main St for the purpose of determining whether the property referenced above is in such a state of uncleanliness 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 Ofc Harvey (662) 323-4131

(CALLCARD)

STARKVILLE POLICE DEPT

Calls For Service

from N/A
thru 04/28/2026 10:50

Call #	26-013366	**Dispatcher**	HARVEY, M
Date/Time	04/23/2026 16:47:33	**Disposition**	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

110 W MAIN ST

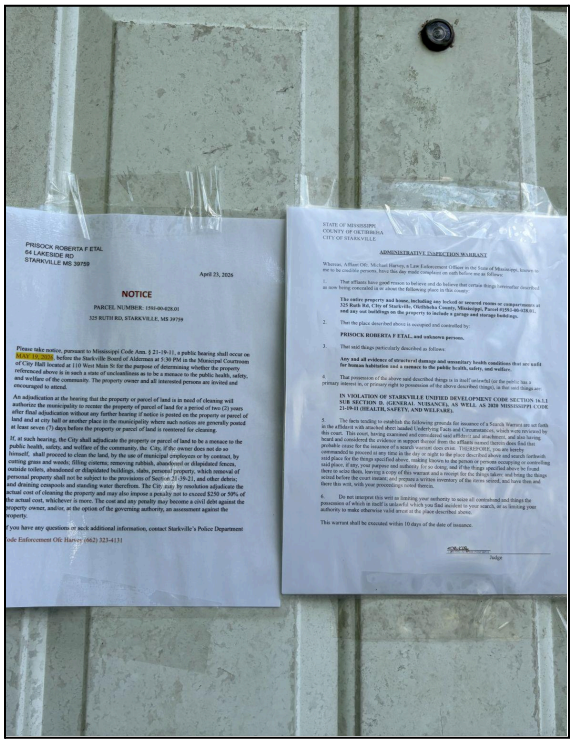
Officer Information

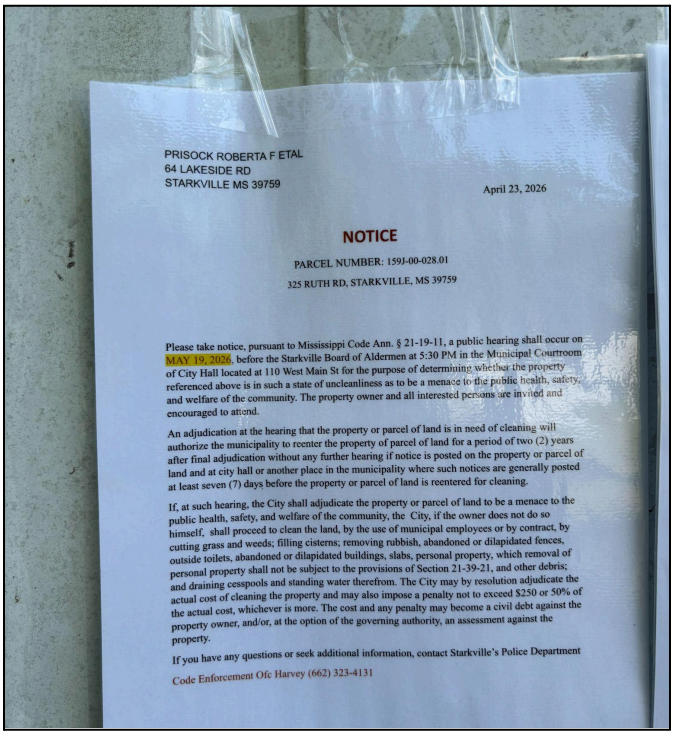
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:47:33	16:47:33	16:48:18		

Notes

4/23/2026 4:47:55 PM	HARVEY, M	POSTED PUBLIC HEARINGS AT CITY HALL FOR
4/23/2026 4:48:05 PM	HARVEY, M	201, 245, 305, 325 RUTH RD

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





(CALLCARD)

STARKVILLE POLICE DEPT

from N/A
thru 04/28/2026 10:47

Calls For Service

Call # 26-013361
Date/Time 04/23/2026 15:44:40
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher HARVEY, M
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address
201 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:44:40	15:44:40	16:20:57		

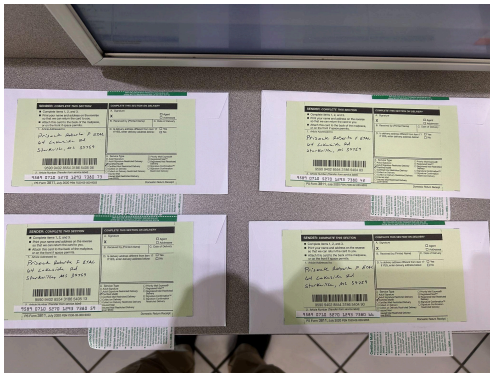
Notes

4/23/2026 4:17:41 PM	HARVEY, M	INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD
4/23/2026 4:18:06 PM	HARVEY, M	WARRANT AND PUBLIC HEARING LEFT ON PROPERTY
4/23/2026 4:18:23 PM	HARVEY, M	LEFT ON ALL 4 STRUCTURES
4/23/2026 4:19:51 PM	HARVEY, M	BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION
4/23/2026 4:20:50 PM	HARVEY, M	ONLY PHOTOS TAKEN

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

(PHOTOS OF MAIL SENT)







(CALLCARD)

STARKVILLE POLICE DEPT

from N/A
thru 04/28/2026 10:49

Calls For Service

Call #	26-013364	**Dispatcher**	HARVEY, M
Date/Time	04/23/2026 16:31:19	**Disposition**	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

822 TAYLOR ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:31:19	16:31:19	16:32:03		

Notes

4/23/2026 4:31:31 PM	HARVEY, M	CERTIFIED LETTERS SENT
4/23/2026 4:31:45 PM	HARVEY, M	201, 245, 305, 325 RUTH RD
4/23/2026 4:31:53 PM	HARVEY, M	307 W MAIN

This Administrative Inspection Warrant was executed by Officer Michael Harvey, Sgt. Gillen, Building Official McMullen, Inspector Rogers April 23, 2026, at approximately 1530 hrs. Photographs were taken of the property and of the structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Ofc. Michael Harvey, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:

The entire property and house, including any locked or secured rooms or compartments at 325 Ruth Rd, CIty of Starkville, Oktibbeha County, Mississippi, Parcel #159J-00-028.01, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

PRISOCK ROBERTA F ETAL, and unknown persons.

3. That said things particularly described as follows:

Any and all evidence of structural damage and unsanitary health conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11 (HEALTH, SAFETY, AND WELFARE).

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

This warrant shall be executed within 10 days of the date of issuance.

Judge

(Call Card)

STARKVILLE POLICE DEPT

from N/A
thru 04/28/2026 10:47

Calls For Service

Call # 26-013361
Date/Time 04/23/2026 15:44:40
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher HARVEY, M
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address

201 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:44:40	15:44:40	16:20:57		

Notes

4/23/2026 4:17:41 PM	HARVEY, M	INSPECTION WARRANT EXECUTED AT 201, 245, 305, 325 RUTH RD
4/23/2026 4:18:06 PM	HARVEY, M	WARRANT AND PUBLIC HEARING LEFT ON PROPERTY
4/23/2026 4:18:23 PM	HARVEY, M	LEFT ON ALL 4 STRUCTURES
4/23/2026 4:19:51 PM	HARVEY, M	BUILDING OFFICIAL STEIN AND INSPECTOR ROGERS ON SITE DURING WARRANT EXECUTION
4/23/2026 4:20:50 PM	HARVEY, M	ONLY PHOTOS TAKEN















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

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

Upon the motion of Alderman Moreland, duly seconded by Alderman Pochop, and adopted by the Board to approve the resolution of Mayor and Board of Aldermen of the City of Starkville, Mississippi, abandoning and vacating a public lane located between W. Gillespie Street and McKinley Street in Starkville, Oktibbeha County, Mississippi. The Board voted as follows:

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

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

The Mayor and Board of Aldermen took up for consideration a proposed resolution abandoning a portion of the public roadway connecting W Gillespie Street and McKinley Street, and the following resolution, having been first reduced to writing, was introduced:

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

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

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

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

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

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

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

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

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

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

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

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

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

Alderman Kim Moreland: Yea

Alderman Sandra Sistrunk: Yea

Alderman Kyle Skinner: Yea

Alderman Mike Brooks: Yea

Alderman William Pochop: Yea

Alderman Roy A'. Perkins: Yea

Alderman Henry Vaughn: Yea

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

Lynn Spruill, Mayor

Joanna McLaurin, City Clerk

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

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

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

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

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

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

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

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

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

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

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

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

"Board" means the Board of Supervisors of the County.

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

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

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

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

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

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

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

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

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

"Chancery Clerk" shall mean the Chancery Clerk of the County.

"City Clerk" shall mean the City Clerk of the Municipality.

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

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

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

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

"County" shall mean Oktibbeha County, Mississippi.

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

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

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

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

"DTC" shall mean The Depository Trust Company, New York, New York.

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

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

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

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

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

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

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

"Mayor" shall mean the Mayor of the Municipality.

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

"Municipality" shall mean the City of Starkville, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

"Purchaser" shall mean the purchaser or purchasers of the Bonds.

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

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

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

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

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

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

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

"State" shall mean the State of Mississippi.

"Subsection 148(f)" shall mean Subsection 148(f) of the Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I.
STATUTORY AUTHORITY; SALE AND AWARD OF BONDS

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

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

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

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

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

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

ARTICLE II.
ESTABLISHMENT OF FUNDS; APPLICATION OF BOND PROCEEDS

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

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

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

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

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

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

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

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

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

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

ARTICLE III.
AUTHORIZATION, TERMS AND EXECUTION OF THE BONDS

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

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

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

(d) Optional Redemption.

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

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

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

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

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

SECTION 3.02. PAYMENTS OF INTEREST AND PRINCIPAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3.05. TRANSFER OF BONDS.

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

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

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

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

SECTION 3.06. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFERS.

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

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

SECTION 3.07. PROVISIONS CONCERNING THE PAYING AGENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NO. R-_____ $_____

Rate of Interest	Maturity Date	Dated Date	[CUSIP]
_____%	_____, 20__	_____, 20__	_____

Registered Owner: _____

Principal Amount: _____ Dollars

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Starkville, Mississippi

_____

Mayor

Attest:

_____

City Clerk

(seal)

Registration and Validation Certificate

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

_____

City Clerk

(seal)

Certificate of Registration and Authentication

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

_____, _____, _____,
as Paying Agent

_____
Authorized Signatory

Date of Registration and Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____
_____
(Name and Address of Assignee)

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

Signature guaranteed:

_____
(Bank, Trust Company or Paying Agent)

_____
(Authorized Signatory)

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

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

Date of Assignment: _____

Insert Social Security Number or other Tax Identification Number of Assignee
_____

ARTICLE IV.
SECURITY FOR THE BONDS

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

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

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

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

ARTICLE V.
TIF REVENUES AND APPLICATION THEREOF

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

SECTION 5.02. BOND FUND; DISCONTINUANCE OF PAYMENTS.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI.
IMPROVEMENT FUND

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

ARTICLE VII.
COVENANTS OF THE MUNICIPALITY

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

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

SECTION 7.02. NON-ARBITRAGE COVENANTS REGARDING BONDS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII.
DEFAULT

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

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

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

ARTICLE IX.
ADDITIONAL BONDS; DEFEASANCE

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

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

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

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

(b) Such Additional Bonds:

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

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

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

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

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

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

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

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

ARTICLE X.
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Following the reading of the foregoing resolution and discussion thereof, Alderman Sistrunk moved and Alderman Moreland seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

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

City of Starkville, Mississippi

Mayor

ATTEST:

City Clerk

CITY OF STARKVILLE STATE OF MISSISSIPPI (Seal)

Exhibit A

Certificates of Mississippi Department of Revenue

and

Certificate of Tax Assessor of Oktibbeha County, Mississippi

Diversion Certificate

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

Date: April 1, 2026

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

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

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

1. The Original Diversion Amount of the sales tax collected and diverted to the City from the Redevelopment Project as determined by the Mississippi Department of Revenue as of May 31, 2015 is $0.00.

2. The Current Diversion Amount collected within the Redevelopment Project and diverted to the City and as determined by the Mississippi Department of Revenue as of May 31, 2023 is $86,642.46.

3. On May 31, 2023 the incremental increase in diverted sales taxes resulting from the City sales tax is $86,642.46 (the "Tax Increment").

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

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

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

"Redevelopment Project" shall mean the City of Starkville, MS Project as described in detail in the Tax Increment Financing Plan for the HPM Development Project, City of Starkville, Mississippi, and approved by the Mayor and Board of Aldermen of the City on June 2, 2015 , such project being located on parcel of land described in EXHIBIT A of said plan.

"Tax Increment" shall mean the added increments of municipal ad valorem tax and sales tax revenue resulting from the taxation of the captured assessed value of the real and personal property contained within and forming a part of the Redevelopment Project site and the increased increment of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City when the original diversion amount is subtracted from the current diversion amount to the City which shall be so much of the additional tax revenues necessary and sufficient to pay the principal of and interest on the Bond and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the paying agent but shall not include ad valorem taxes for school district purposes nor ad valorem taxes levied and collected for and on behalf of the City of Starkville, Mississippi.

Michelle Melendez, Deputy Bureau Director

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

Date: April 1, 2026

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

City of Starkville Sales Tax Diversion
HPM Development Project
As Diverted As Of May 31, 2024

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

1. The Original Diversion Amount of the sales tax collected and diverted to the City from the Redevelopment Project as determined by the Mississippi Department of Revenue as of May 31, 2015 is $0.00.

2. The Current Diversion Amount collected within the Redevelopment Project and diverted to the City and as determined by the Mississippi Department of Revenue as of May 31, 2024 is $85,413.30.

3. On May 31, 2024 the incremental increase in diverted sales taxes resulting from the City sales tax is $85,413.30 (the "Tax Increment").

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

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

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

"Redevelopment Project" shall mean the City of Starkville, MS Project as described in detail in the Tax Increment Financing Plan for the HPM Development Project, City of Starkville, Mississippi, and approved by the Mayor and Board of Aldermen of the City on June 2, 2015 , such project being located on parcel of land described in EXHIBIT A of said plan.

"Tax Increment" shall mean the added increments of municipal ad valorem tax and sales tax revenue resulting from the taxation of the captured assessed value of the real and personal property contained within and forming a part of the Redevelopment Project site and the increased increment of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City when the original diversion amount is subtracted from the current diversion amount to the City which shall be so much of the additional tax revenues necessary and sufficient to pay the principal of and interest on the Bond and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the paying agent but shall not include ad valorem taxes for school district purposes nor ad valorem taxes levied and collected for and on behalf of the City of Starkville, Mississippi.

Michelle Melendez, Deputy Bureau Director

Diversion Certificate

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

Date: April 1, 2026

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

City of Starkville Sales Tax Diversion
HPM Development Project
As Diverted As Of May 31, 2025

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

1. The Original Diversion Amount of the sales tax collected and diverted to the City from the Redevelopment Project as determined by the Mississippi Department of Revenue as of May 31, 2015 is $0.00.

2. The Current Diversion Amount collected within the Redevelopment Project and diverted to the City and as determined by the Mississippi Department of Revenue as of May 31, 2025 is $96,521.33.

3. On May 31, 2025 the incremental increase in diverted sales taxes resulting from the City sales tax is $96,521.33 (the "Tax Increment").

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

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

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

"Redevelopment Project" shall mean the City of Starkville, MS Project as described in detail in the Tax Increment Financing Plan for the HPM Development Project, City of Starkville, Mississippi, and approved by the Mayor and Board of Aldermen of the City on June 2, 2015 , such project being located on parcel of land described in EXHIBIT A of said plan.

"Tax Increment" shall mean the added increments of municipal ad valorem tax and sales tax revenue resulting from the taxation of the captured assessed value of the real and personal property contained within and forming a part of the Redevelopment Project site and the increased increment of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City when the original diversion amount is subtracted from the current diversion amount to the City which shall be so much of the additional tax revenues necessary and sufficient to pay the principal of and interest on the Bond and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the paying agent but shall not include ad valorem taxes for school district purposes nor ad valorem taxes levied and collected for and on behalf of the City of Starkville, Mississippi.

Michelle Melendez, Deputy Bureau Director

ASSESSMENT CERTIFICATE OF OKTIBBEHA COUNTY TAX ASSESSOR

I, JoHelen Walker, Tax Assessor of Oktibbeha County, Mississippi (the "County"), do hereby certify as follows with regards to certain real property including personal property located thereon (collectively the "TIF District Property") all as described in Exhibit A attached hereto and in the *Tax Increment Financing Plan, HPM Development Project, City of Starkville, Mississippi, June 2015* (the "TIF Plan") adopted by the City of Starkville, Mississippi (the "City"), said real and personal property being located within the Tax Increment Financing District established by the City:

1) The "Original Assessed Value", as such term is defined under Sections 21-45-1, et seq., Mississippi Code of 1972, as amended (the "Act"), and particularly Section 21-45-21 of the Act, of the TIF District Property as of January 1, 2014, was $2,010 according to its then most recently determined valuation, consisting of $2,010 in real property and improvements and $0 in personal property. The "Original Assessed Value" resulted in:

CITY TAXES:	$ 7 at 21.98 mills
COUNTY TAXES:	$ 17 at 50.54 mills
SCHOOL TAXES:	$ 20 at 66.57 mills

2) The "Current Assessed Value", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property as of January 1, 2025, is $965,425 according to the most recently determined valuation, consisting of $915,251 in real property and $50,174 in personal property.

3) The "Captured Assessed Value", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property, as of January 1, 2025, is $963,415 according to the most recently determined valuation, consisting of $913,241 in real property and $50,174 in personal property.

4) The incremental increase in ad valorem taxes for the 2025 tax year (being due and payable on or before February 1, 2026) resulting from ad valorem taxation by the City and County, when applied to the Captured Assessed Value is:

CITY TAXES:	$32,814 at 34 mills
COUNTY TAXES:	$53,188 at 55.11 mills
SCHOOL TAXES:	$63,997 at 66.31 mills*

IN WITNESS WHEREOF, I have hereto set my hand this the 27th day of April, 2026.

J. Walker

JOHELEN WALKER, TAX ASSESSOR
OKTIBBEHA COUNTY, MISSISSIPPI

*School taxes cannot be used in TIF and are provided for information purposes only.

CHANCERY COURT OKTIBBEHA MISSISSIPPI

Shaun Pumphrey Clerk
by [illegible] D.C.

MY COMMISSION EXPIRES JAN. 2028

V2

Exhibit B

Bond Purchase Agreement

Sales Parameters Sheet

City of Starkville, Mississippi
$_____ Tax Increment Financing Revenue Bonds, Series 20__
(HPM Development Project)
(the "Bond" or "Bonds")

Issuer:	**City of Starkville, Mississippi (the "Municipality")**
Municipal Advisor:	**Stephens Inc., Ridgeland, Mississippi**
Bond Counsel:	**Watkins & Eager PLLC, Jackson, Mississippi**

Project: The development by HPM Development, LLC (the "Developer") , together, the original development plan of a Chevrolet, Chrysler, Dodge, Jeep, Ram Dealership Complex and mixed use development containing a convenience store, restaurant, 20,000 square feet of office space, and approximately 15 single family housing units, located on 25.68 acres off of Highway 12, Pat Station Road, and Ole West Point Road, representing a private investment in excess of $21,000,000, and the current development plan of a Chevrolet, Chrysler, Dodge, Jeep Ram dealership and related improvements and further development of an additional dealership as well as a recreational vehicle housing complex and amenities, specifically described in the *Tax Increment Financing Plan for the HPM Development Project, City of Starkville, Mississippi,* adopted by the Board of Supervisors of Oktibbeha County, Mississippi (the "County") on June 24, 2015, and adopted by the Mayor and Board of Aldermen (the "Governing Body") of the Municipality on June 16, 2015 (together, the "TIF Plan"), known as the HPM Development Project (the "Project").

Purpose: The proceeds of the Bonds will be used to: (a) reimburse a portion of the costs of certain Infrastructure Improvements, as described below and in the TIF Plan, (b) fund a debt service reserve fund, if required, and (c) pay the costs of the authorization, issuance, sale, validation, and delivery of the Bonds.

Infrastructure Improvements: Proceeds of the Bonds will be used to reimburse the costs of constructing various infrastructure improvements for the use or benefit of the Project, which may include but are not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, parking structures, relocation of electrical lines, lighting, signalization,

**-Preliminary, Subject to change.*

landscaping of rights-or-way, related architectural/engineering fees, attorney's fees, TIF plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

Bonds: Tax Increment Financing Revenue Bonds, Series 20__ (HPM Development Project)

Amount: Maximum principal amount of $ _____

Tax Status: The Bonds will be exempt from income taxes of the State of Mississippi, exempt from federal income taxes, and will NOT be "qualified tax-exempt obligations" based upon Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

Term: The term of the Bonds is _____ years from date of issuance, with a final maturity of _____, 20__.

Structure: Annual principal payments beginning _____, 20__, and semi-annual interest payments on _____ 1 and _____ 1, beginning _____, 20__. Final maturity of _____, 20__. The schedule of estimated mandatory sinking fund payments is attached as **Exhibit A**.

Optional Redemption: The Municipality prefers the option to redeem or refund the Bonds either in whole or in part on any date on or after _____, 20__, at the principal amount thereof together with accrued interest to the date fixed for redemption, or earlier. Please indicate any other preference in **Exhibit A**.

Security: Pursuant to the TIF Plan and the resolution adopted by the Governing Body of the Municipality on _____, 20__, authorizing and directing the issuance and sale of the Bonds (the "Bond Resolution"), the Bonds will be secured solely by a pledge of the increased ad valorem taxes (both real and personal) of the Municipality and the County, and a pledge of the increased municipal sales tax rebates to the Municipality generated within the TIF District (as defined and described in the TIF Plan), as set forth with more particularity in the TIF Plan and below:

The Bonds will be <u>secured</u> by 100% of the incremental increases in ad valorem taxes (both real and personal) of the Municipality, and 100% of the incremental increases in ad valorem taxes (both real and personal) of the County, and 100% of the incremental increase in the amount of

municipal sales tax rebates to the Municipality generated within the TIF District(together, the "TIF Revenues").

Provided, however, that the Bond will be sized based upon 50% of the incremental increases in ad valorem taxes (both real and personal) of the Municipality, 50% of the incremental increases in ad valorem taxes (both real and personal) of the County, and 50% of the incremental increases in the amount of municipal sales tax rebates to the Municipality generated within the TIF District.

The Bonds will never be a general obligation of the Municipality, will not be secured by the full faith, credit, and taxing power of the Municipality, nor create any other pecuniary liability on the part of the Municipality other than the pledge of the incremental increases in the ad valorem taxes (both real and personal) and municipal sales tax rebates set forth above. See **Exhibit B** for further details on the TIF District and security for the Bonds.

Debt Service Reserve Fund: A portion of the proceeds of the Bonds will be used to fund a debt service reserve fund, equal to the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future Fiscal Year on all Bonds then outstanding; (ii) 120% of the average Annual Debt Service Requirement for the Bonds; or (iii) 10% of the stated principal amount of the Bonds.

Paying Agent: The Municipality prefers to have the City Clerk act as Paying Agent. Please indicate your interest (and fee, if any) in serving as Paying Agent; otherwise, the Municipality will have the City Clerk act as Paying Agent.

Bond Ratings: None on this issue.

Bond Insurance: None on this issue.

Payment Record: The Municipality has never defaulted on any of its debt obligations.

Interest Rate: Provide interest rate on **Exhibit A**. Interest shall be calculated 30/360 unless otherwise indicated. Please assume a closing/funding date of _____, 20__.

Privately Negotiated Transaction: It is the expectation of the Municipality that the Bonds shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued

pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service. The financial institution purchasing the Bond (the "Purchaser") will be required to represent that its present intention is to hold the Bonds to maturity or earlier redemption and to make other standard representations included in an investment letter. If the Purchaser has a different preference, please specify via **Exhibit A**.

Conditions Precedent to Financing:

Including, but not limited to, the following:

(i) Execution of all reasonable documentation as may be requested by the Purchaser relating to the Bonds in form and substance satisfactory to the Purchaser.

(ii) Receipt of an opinion of Bond Counsel, in form and substance satisfactory to the Purchaser and including without limitation, due authorization, enforceability, and compliance with all applicable laws.

(iii) Receipt of and satisfactory review by the Purchaser of all applicable ordinances and evidence of authority.

(iv) Receipt of an opinion from Bond Counsel confirming tax-exempt status of the Bonds.

Remedies:

The Purchaser shall have all of the rights and remedies set forth in the financing documents, and available at law and in equity, for the enforcement thereof.

Legal Opinions:

Legal matters incident to the authorization and issuance of the Bonds are subject to the unqualified approving opinion of Bond Counsel.

Disclaimer:

This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Purchaser and the Municipality. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies, or other provisions that may be contained in documents required to consummate this financing.

Proposal Process:

The Municipal Advisor and the Municipality may, at any time prior to the selection of a Purchaser, reject any and all proposals and cancel this Term Sheet, without liability therefor, upon finding it would be in the Municipality's interest to cancel this Term Sheet. Further, regardless of the

number and quality of proposals submitted, the Municipal Advisor and the Municipality shall under no circumstances be responsible for any costs and expenses of any Purchaser incurred in submitting a response to this Term Sheet. Any Purchaser who submits a response does so solely at their own risk and expense. The Municipal Advisor and the Municipality accept no responsibility for the return of successful or unsuccessful proposals. This Term Sheet in no way obligates the Municipal Advisor and the Municipality to make a selection. Acceptance of financing and related terms is subject to approval by the Municipality, as evidenced by the execution of **Exhibit A**.

Acceptance: Submission of proposals, in response to this Term Sheet, constitutes acceptance of all conditions, requirements, and limitations described in this Term Sheet.

Basis for Award: The Bonds will be awarded to the Purchaser producing the lowest interest cost to the Municipality and with the terms most advantageous to the Municipality, including, but not limited to, Paying Agent fees, underwriting fees, bank counsel fees, and early redemption provisions.

Investment Letter: The Purchaser will be required to deliver an Institutional Investment Letter to the Municipality, the Municipal Advisor, and Bond Counsel, which also states, among other usual and customary matters, that it intends to hold the obligation until maturity, early redemption, or mandatory tender, and has performed its own due diligence, evaluation, and investment decision without reliance upon others.

Proposal Due Date: Proposals are due _____, 20__, at __ [am/pm].

Exhibit A

OFFICIAL PROPOSAL FORM

To: City of Starkville, Mississippi (the "Municipality")

Re: $_____ Tax Increment Financing Revenue Bonds, Series 20__ (HPM Development Project) (the "Bond" or the "Bonds").

Term Bond maturing on _____, 20__, at _____% per annum.

Due _____ 1	Principal Amount*
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
Total	**$**_____

*preliminary; subject to change

Paying Agent Fee (if any): $_____

Call Provision: _____

Other provisions of proposal (if any): _____

_____

_____

_____

_____

_____

Respectfully submitted,

By: _____

Name: _____

Title: _____

Date: _____

Approved and accepted by:

City of Starkville, Mississippi

_____

Mayor

Date: _____ **(seal)**

Exhibit C

Post Issuance Compliance Procedures

$_____ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20__
(HPM DEVELOPMENT PROJECT)
CITY OF STARKVILLE, MISSISSIPPI

PROCEDURES FOR POST-ISSUANCE COMPLIANCE
TAX-EXEMPT FINANCINGS

General

The purpose of these Procedures for Post-Issuance Compliance, Tax-Exempt Financings (the "Procedures") is to ensure that the tax-exempt financings of the City of Starkville, Mississippi (the "Municipality" or the "Issuer"), remain in compliance with the following federal tax requirements:

- Record retention
- Arbitrage yield restriction and rebate
- Proper and timely use of bond proceeds and bond-financed property
- Timely return filings
- Corrective actions
- Other general requirements

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the "Code") apply. The Issuer shall comply with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the "Service" or the "IRS"), as such authorities may apply to the Issuer and its obligations.

The "Financing"

There are different types of obligations that can evidence a tax exempt loan including but not limited to bonds, notes, obligations, leases, or installment sales transactions. This document refers to "bonds" but applies to all of these types of transactions and all such debt instruments.

Responsible Parties

The Issuer designates the City Clerk of the Municipality and the Director of Finance of the Municipality (together, the "Responsible Party") as the primary person responsible for compliance with this policy. The Responsible Party will coordinate efforts with the Board and parties working with the Issuer on financings and the operation of bond-financed facilities to ensure that any actions taken with respect to bond-financed facilities will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

The Issuer will maintain a copy of the following documents on file at all times:

- Audited Financial Statements for each of the years that tax-exempt bonds are outstanding

- Reports of any examinations by the IRS of the Issuer or its tax-exempt financings for, or in relation to conduit transactions with, the Issuer

With respect to each issue of tax-exempt bonds, the Issuer hereby requires, and each Issuer agrees to retain, the following for the life of the bonds plus three years:

- Financing transcript
- Minutes and resolution(s) authorizing the issue
- Certifications of issue price
- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Appraisals, demand surveys, and/or feasibility studies for bond-financed property
- Government grant documentation related to construction, renovation, or purchase of bond-financed facilities
- Bond Trustee or bank statements regarding investment and expenditures of bond funds
- Any agreement listed in "Private Business Use" (below) that relates to a bond-financed facility

Separate Bank Account

Many of the Code provisions related to tax-exempt bonds pertain to how bond proceeds are invested, and when such bond proceeds are spent. The Issuer will establish a separate bank account or trust fund for bond proceeds and keep records for any such account showing:

- All expenditures on the bond-financed property
- Investment of bond proceeds

Investments and Arbitrage Compliance

Many of the Code provisions deal with restrictions if bond proceeds are invested at a yield higher than the yield on the bonds. The Responsible Party is responsible for monitoring such investments, and taking steps to ensure compliance with the yield restriction requirements of Section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than annually
- ensuring that any forms required to be filed with the IRS relating to arbitrage or rebate and any payments required pursuant thereto are filed in a timely manner
- ensuring that "fair market value" is used with respect to the purchase and sale of investments

Additionally, the Responsible Party shall monitor compliance with rebate and yield restriction rules on an annual basis.

With respect to each issue of tax-exempt bonds, the Issuer agrees to retain the following for the life of the bonds plus three years:

- Documentation of allocations of investments of bond proceeds and calculations of investment earnings
- Documentation for investments of bond proceeds related to:
    a) Investment contracts (e.g., guaranteed investment contracts)
    b) Credit enhancement transactions (e.g., bond insurance contracts)
    c) Financial derivatives (e.g., swaps, caps, etc.)
    d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
    a) Computation of bond yield
    b) Computation of rebate and yield reduction payments
    c) Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
    d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Expenditures and Assets

The Code generally requires that at least 85% of bond proceeds are to be expended on the project within three years of the date the bonds are issued.

The Responsible Party is responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized. The Responsible Party will ensure that all proceeds of a bond issue are allocated to expenditures by the later of 18 months after the expenditure was made or the date the project is placed in service (and in no event, later than 60 days after (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to each issue of tax-exempt bonds, the Issuer shall retain the following for the life of the bonds plus three years:

- Documentation of allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Private Business Use

The legal and tax restrictions on private use of tax-exempt bond-financed property are set forth in detail in the applicable federal tax certificate executed in connection with the issue of tax-exempt bonds.

Generally, private use results from the sale or lease of tax-exempt bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted using bond-financed property or from research performed in a tax-exempt bond-financed facility for private parties or the Federal government.

Any material agreement that permits a private business or the Federal government to use tax-exempt bond-financed property should be reviewed by bond counsel prior to execution. Annually, a general review of the use of tax-exempt bond-financed facilities should be conducted. Tax-exempt bond-financed property should not be sold or leased without first consulting with bond counsel.

Corrective Action

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the Issuer is not in compliance with the arbitrage requirements imposed by the Code or the Issuer has taken a deliberate action that results in impermissible private business use (e.g., sale or lease of bond-financed property) or entering a management contract with a private company for that facility. If the Issuer determines or is advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Issuer will in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2001-60 (or any successor notice thereto)
- take remedial action described under Section 1.141-12 of the Code
- take such other action as recommended by bond counsel

Internal Revenue Service Examination of Bonds

In the event that bonds issued by the Issuer are selected for examination by the IRS, the Issuer shall retain qualified and experienced counsel to represent the Issuer and shall work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Issuer.

Policy Supplemental to all Existing Policies

This Policy is supplemental to all existing policies of the Issuer.

Approved as of this date, _____, 20__.

City of Starkville, Mississippi

_____

City Clerk

_____

Director of Finance

(seal)

Exhibit D

Letters of Disclosure and Engagement

WATKINS & EAGER

MAILING ADDRESS
P.O. BOX 650
JACKSON, MS 39205
Telephone: (601) 965-1900
Facsimile: (601) 965-1901

Attorneys and Counselors at Law

est. 1895

BRAD C. DAVIS
Direct Dial: (601) 965-1988
bdavis@watkinseager.com

May 19, 2026

Berkley N. Huskison
Mitchell, McNutt & Sams, P.A.
215 North 5th Street
Columbus, Mississippi 39701

RE: Tax Increment Financing Revenue Bonds, Series 2026
in the maximum principal amount of $1,000,000
(HPM Development Project)
City of Starkville, Mississippi (the "Bonds")

Dear Berk:

This letter will confirm the selection by the Mayor and Board of Aldermen (the "Governing Body") of the City of Starkville, Mississippi (the "Municipality"), of Watkins & Eager PLLC to act as Bond Counsel with respect to any issuance of the above captioned bonds for the above-captioned project (the "Bonds"). This letter will also set forth the role and responsibilities we propose to undertake as Bond Counsel to the Municipality and the terms upon which we understand we will undertake those responsibilities and be compensated by you for performing in such role.

Proceeds of the Bonds are expected to be used to provide funds to pay the costs of improvements to road and bridge infrastructure of the Municipality and to pay the related costs of the authorization, issuance, sale, validation, and delivery of the Bonds.

Scope of Engagement and Duties to Be Performed

As Bond Counsel, our chief function is to render an objective legal opinion with respect to the authorization and issuance of the Bonds, the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State of Mississippi income tax purposes. Assuming that no legal impediments to the issuance of the Bonds become apparent, we would contemplate furnishing to the financial institution or other party purchasing the Bonds (the "Purchaser") our approving opinion as to the validity of the Bonds, which opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"), and will be based on facts and law existing as of its date. Upon delivery of the opinion with respect to the original issuance of the Bonds, our responsibilities as Bond Counsel will be concluded with respect to this financing.

In addition to rendering our approving opinion upon the issuance of the Bonds, we will draft or review the basic legal documents required for authorization, securing, issuance, and sale of the Bonds, and all related Municipality proceedings and resolutions which might be required. We will undertake or coordinate validation proceedings under Mississippi law. We will also prepare or furnish the incidental closing documents (excepting those customarily prepared or furnished by the Municipality or Purchaser or their respective counsel), including various certificates to be signed by the Municipality, and the form of opinion which will be required from the Municipality's counsel.

In addition, in connection with the delivery of our opinion, we may require that the proceedings for the issuance of such Bonds include other items, including the following:

(a) certificates from the Municipality's officials dealing with incumbency, financial condition, litigation, regulatory approval, due authorization, and various factual matters;

(b) certificates from other parties to the transaction and/or opinions of counsel to such parties, as applicable.

Although we ordinarily draft suggested forms for these and other customary closing papers, we do not assume responsibility for verifying the truth of facts certified as true by others, nor, except as necessary to our opinion, do we assume responsibility for examining legal questions on which other participating lawyers are asked to opine.

We assume that we will have the full cooperation of the Municipality, the Purchaser, and any others necessary to successfully complete this financing, including counsel to the parties. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions necessary to complete the financing.

Compensation and Reimbursement

We propose that our fees as Bond Counsel for the issuance of the Bonds will be an amount to be negotiated, plus expenses.

Our fee will be based upon (i) our current understanding of the terms, structure, size, and schedule of the financings which may be represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financings, and (iv) the responsibilities we will assume in connection therewith. If unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility, we will consult with you regarding further handling and any possible adjustment to our fee amount. In addition to our fees for services, our bills will include expenses and costs normally associated with representations of this kind.

You have the right to discharge us, and we have the right to withdraw, for any reason at any time upon reasonable notice. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to

complete our withdrawal. In the event of our withdrawal or discharge, we will be entitled to retain any fees for services provided before the date of our withdrawal or discharge, as well as to compensation for the reasonable value of our services actually rendered. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the effective date of withdrawal or discharge.

Documents and Files

Subsequent to the Closing, we will provide you with a copy of the Closing transcript relating to the issuance of the Bonds. In addition, any documents or related materials which you have provided to us in connection with our participation in the transaction will be returned to you at your request. All other documents, materials, and work product of any kind shall constitute our own files and property and will be retained or discarded at any time at our sole discretion.

Waiver of Conflicts

From time to time this firm represents clients, including in connection with a variety of unrelated matters in which the Municipality is involved. These matters may include, but are not limited to, proceedings before the various federal, state, and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the Municipality.

We have reviewed the relationship between our responsibilities as Bond Counsel (which will primarily consist of drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the Bonds) and our representation of other clients, in unrelated matters as described above, and we have concluded that the performance of our responsibilities as Bond Counsel will not be affected by our representation of other clients.

It is our understanding that the Municipality consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters. Your acceptance of this engagement letter will evidence that consent.

Miscellaneous

Once the Bonds are issued, our engagement as Bond Counsel will be completed. Except the completion and distribution of the transcripts, we will have no further obligations as Bond Counsel with regard to the Bonds.

Our willingness to undertake the functions described herein is based upon the facts available to us at this time. Nothing has come to our attention which would lead us to conclude that there are any legal obstacles to delivery of the Bonds. We will proceed with the understanding that should anything come to our attention prior to the issuance of the Bonds which would, in our opinion, cast doubt upon the legality of transaction, we will not be obligated to render our approving legal opinion.

If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

Very truly yours,

Watkins & Eager PLLC

cc: Mayor and Board of Aldermen

Accepted and agreed to this day, May 19, **20**26.

City of Starkville, Mississippi

By: _____

Name: Lynn Spruill

Title: Mayor **(seal)**

Exhibit E

Requisition of the Developer

Not to Exceed $1,000,000 City of Starkville, Mississippi
Tax Increment Financing Bonds Series 2026
(HPM Development Project)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of HPM Development LLC (the "Developer"), hereby requests the City of Starkville, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see Development and Reimbursement Agreement for definitions of such terms):

(a)	Acquisition and Construction Costs	$ 898,900
(b)	Other Authorized Costs	$ 0
	Total Costs to be Paid or Reimbursed:	**$ 898,900**

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein and to evidence that such costs have been paid.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.

2. No requisition with respect to such amounts has previously been delivered to the City.

3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Project and such amounts have been paid.

4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the 30TH day of April, 2026.

HPM DEVELOPMENT LLC

By: Hal Parker
Hal Parker, Its Manager

APPROVED:

CITY OF STARKVILLE, MISSISSIPPI

By:_____

Title:_____

HPM TIF REQUISITION EXHIBIT A

Vendor	Date	Invoice	Description	Amount
Copeland & Johns	9/22/2016	See items 02 page 3 of Final Pay Application (subtotals below)	Culverts and work associated therewith, storm drainage, underground retention	$691,900
Copeland & Johns	9/22/2016	See items 02 page 2 of Final Pay Application (subtotals below)	Road work, adjacent sidewalks, curbs and gutter	$207,000
			TOTAL REQUESTED:	**$898,900**

Subtotal | Stormwater Treatment and Drainage

Item Number		Descripton of Work	Amount
2	180	Storm Drainage	$133,330
2	200	Underground Retention System	$44,060
2	220	Clear and Excavate Box Culvert	$62,475
2	225	Box Culvert Mud Slab	$20,825
2	230	Place Box Culvert Bottom	$83,365
2	235	Place Box Culvert Sides	$104,125
2	240	Place Box Culvert Top	$70,805
2	243	Place Box Culvert Wingwalls and A	$54,145
2	245	Backfill Box Culvert	$20,760
2	250	Riprap	$71,300
2	280	Capillary Barrier	$26,710
		SUBTOTAL STORMWATER DRAINAGE AND RETENTION:	*$691,900*

Subtotal | Road work; Curb and gutter and sidewalks

Item Number		Descripton of Work	Amount
2	750	Road Curbs and Gutter	$30,000
2	800	Heavy Duty Paving on Road	$148,000
2	850	Sidewalks	$29,000
		SUBTOTAL ROADS & CURBS AND GUTTER:	*$207,000*

Application and Certification for Payment

AIA DOCUMENT G702

TO OWNER:
HPM Development
110 Crosspark Drive, Suite G
Pearl, MS 39208

PROJECT:
Starkville CDJR
105 Parker McGill Drive
Starkville, MS 39759

APPLICATION NO:	10
PERIOD TO:	23-Sep-16
CONTRACT FOR:	Fixed Price
CONTRACT DATE:	3-Dec-15
PROJECT NOS:	1520.06 & 15028

Distribution to:

OWNER	X
ARCHITECT	X
CONTRACTOR	X
FIELD	
OTHER	

FROM CONTRACTOR:
Copeland and Johns, Inc.
4830 South Drive
Jackson, MS 39209

VIA ARCHITECT:
CDI Douglass-Pye
5120 Woodway Drive, Suite 7050
Houston, TX 77056

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	5,124,909.00
2. Net change by Change Orders	$	32,963.53
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	5,157,872.53
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	5,157,872.53
5. RETAINAGE:		
a. 2.50% of Completed Work (Column D + E on G703)	$	-
b. 2.50% of Stored Material (Column F on G703)	$	-
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	-
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	5,157,872.53
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	5,028,925.72
8. CURRENT PAYMENT DUE	$	**128,946.81**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 34,188.92	$ 8,500.00
Total approved this Month	$ 7,274.61	$ -
TOTALS	$ 41,463.53	$ 8,500.00
NET CHANGES by Change Order	$ 32,963.53	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 9/23/16
Jason Lee

State of: MS
County of: Hinds
Subscribed and sworn to before me this 23rd day of September, 2016
Notary Public: John W. Cochran
My Commission expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 49879 JOHN W. COCHRAN Commission Expires May 31, 2018 HINDS COUNTY

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $ 128,946.81

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G702, APPLICATION & CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 10
APPLICATION DATE: 23-Sep-16
PERIOD TO: 23-Sep-16
ARCHITECTS PROJECT NO.: 1520.06

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E	TOTAL COMPLETED AND STORED TO-DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 2.50%
00 000	**Division 00 - Contracting Requirements**								
00 100	Labor Burden	88,344.00	88,344.00	0.00	0.00	88,344.00	100.00%	0.00	2,208.60
00 300	Gross Receipts Tax (MPC)	179,372.00	179,372.00	0.00	0.00	179,372.00	100.00%	0.00	4,484.30
00 400	Insurance(s)	33,005.00	33,005.00	0.00	0.00	33,005.00	100.00%	0.00	825.13
00 500	Building Permit	12,084.00	12,084.00	0.00	0.00	12,084.00	100.00%	0.00	302.10
00 700	Contractor Overhead @ 4%	204,996.00	204,996.00	0.00	0.00	204,996.00	100.00%	0.00	5,124.90
00 800	Contractor Fee @ 4%	204,996.00	204,996.00	0.00	0.00	204,996.00	100.00%	0.00	5,124.90
00 Total		722,797.00	722,797.00	0.00	0.00	722,797.00	100.00%	0.00	18,069.93
01 000	**Division 01 - General Requirements**								
01 100	Field Supervision Labor	83,192.00	83,192.00	0.00	0.00	83,192.00	100.00%	0.00	2,079.80
01 130	General Labor	23,432.00	23,432.00	0.00	0.00	23,432.00	100.00%	0.00	585.80
01 150	Field Staff Expenses	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	450.00
01 250	Temporary Access Road	11,170.00	11,170.00	0.00	0.00	11,170.00	100.00%	0.00	279.25
01 300	Temporary Utilities	5,200.00	5,200.00	0.00	0.00	5,200.00	100.00%	0.00	130.00
01 400	Surveying and Material Testing SC	53,950.00	53,950.00	0.00	0.00	53,950.00	100.00%	0.00	1,348.75
01 450	Temporary Services	8,955.00	8,955.00	0.00	0.00	8,955.00	100.00%	0.00	223.88
01 550	Plan Reproduction	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	50.00
01 650	Job Sign	1,509.00	1,509.00	0.00	0.00	1,509.00	100.00%	0.00	37.73
01 680	Temp Office and Storage	15,058.00	15,058.00	0.00	0.00	15,058.00	100.00%	0.00	376.45
01 700	Temporary Sanitation	13,184.00	13,184.00	0.00	0.00	13,184.00	100.00%	0.00	329.60
01 720	Equipment	38,679.00	38,679.00	0.00	0.00	38,679.00	100.00%	0.00	966.98
01 750	Equipment Fuel Oil Maintenance	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00%	0.00	400.00
01 780	Small Tools	6,560.00	6,560.00	0.00	0.00	6,560.00	100.00%	0.00	164.00
01 850	Progressive Clean-up	33,840.00	33,840.00	0.00	0.00	33,840.00	100.00%	0.00	846.00
01 900	Dumpsters/ Haul & Dump Fees	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00%	0.00	275.00
01 950	Final Clean Up	4,800.00	4,800.00	0.00	0.00	4,800.00	100.00%	0.00	120.00
01 Total		346,529.00	346,529.00	0.00	0.00	346,529.00	100.00%	0.00	8,663.23

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G702, APPLICATION & CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 10
APPLICATION DATE: 23-Sep-16
PERIOD TO: 23-Sep-16
ARCHITECTS PROJECT NO.: 1520.06

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E	TOTAL COMPLETED AND STORED TO-DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 2.50%
02 000	**Division 2 Sitework (Also DIV 31 and 32)**								
02 100	Mobilization	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	250.00
02 120	Earthwork	180,520.00	180,520.00	0.00	0.00	180,520.00	100.00%	0.00	4,513.00
02 150	Erosion control	14,850.00	14,850.00	0.00	0.00	14,850.00	100.00%	0.00	371.25
02 180	Storm Drainage	133,330.00	133,330.00	0.00	0.00	133,330.00	100.00%	0.00	3,333.25
02 200	Underground Retention System	44,060.00	44,060.00	0.00	0.00	44,060.00	100.00%	0.00	1,101.50
02 220	Clear and Excavate Box Culvert	62,475.00	62,475.00	0.00	0.00	62,475.00	100.00%	0.00	1,561.88
02 225	Box Culvert Mud Slab	20,825.00	20,825.00	0.00	0.00	20,825.00	100.00%	0.00	520.63
02 230	Place Box Culvert Bottom	83,365.00	83,365.00	0.00	0.00	83,365.00	100.00%	0.00	2,084.13
02 235	Place Box Culvert Sides	104,125.00	104,125.00	0.00	0.00	104,125.00	100.00%	0.00	2,603.13
02 240	Place Box Culvert Top	70,805.00	70,805.00	0.00	0.00	70,805.00	100.00%	0.00	1,770.13
02 243	Place Box Culverert Wingwalls and Apron	54,145.00	54,145.00	0.00	0.00	54,145.00	100.00%	0.00	1,353.63
02 245	Backfill Box Culvert	20,760.00	20,760.00	0.00	0.00	20,760.00	100.00%	0.00	519.00
02 250	Rip Rap	71,300.00	71,300.00	0.00	0.00	71,300.00	100.00%	0.00	1,782.50
02 280	Capillary Barrier	26,710.00	26,710.00	0.00	0.00	26,710.00	100.00%	0.00	667.75
02 300	Water	51,480.00	51,480.00	0.00	0.00	51,480.00	100.00%	0.00	1,287.00
02 320	Sewer	77,220.00	77,220.00	0.00	0.00	77,220.00	100.00%	0.00	1,930.50
02 350	Site Contractor Performance Bond	11,689.00	11,689.00	0.00	0.00	11,689.00	100.00%	0.00	292.23
02 380	Termite Treatment	3,450.00	3,450.00	0.00	0.00	3,450.00	100.00%	0.00	86.25
02 400	Chain Link Fencing and Gates	10,875.00	10,875.00	0.00	0.00	10,875.00	100.00%	0.00	271.88
02 420	Dumpster Enclosure Gates	14,500.00	14,500.00	0.00	0.00	14,500.00	100.00%	0.00	362.50
02 450	Sliding Gates @ Receiving	4,600.00	4,600.00	0.00	0.00	4,600.00	100.00%	0.00	115.00
02 480	Pipe Rail Fence	32,480.00	32,480.00	0.00	0.00	32,480.00	100.00%	0.00	812.00
02 500	Irrigation Sleeves	1,095.00	1,095.00	0.00	0.00	1,095.00	100.00%	0.00	27.38
02 520	Pavement Striping	17,888.00	17,888.00	0.00	0.00	17,888.00	100.00%	0.00	447.20
02 550	Fine Grading	9,672.00	9,672.00	0.00	0.00	9,672.00	100.00%	0.00	241.80
02 580	Soil Amendment	13,374.00	13,374.00	0.00	0.00	13,374.00	100.00%	0.00	334.35
02 600	Landscape Design	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	200.00
02 620	Landscape Plants	48,000.00	48,000.00	0.00	0.00	48,000.00	100.00%	0.00	1,200.00
02 650	Preemergent Herbicide	2,900.00	2,900.00	0.00	0.00	2,900.00	100.00%	0.00	72.50
02 680	Sod	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	200.00

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G702, APPLICATION & CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 10
APPLICATION DATE: 23-Sep-16
PERIOD TO: 23-Sep-16
ARCHITECTS PROJECT NO.: 1520.06

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E	TOTAL COMPLETED AND STORED TO-DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 2.50%
02 700	Pinestraw/Mulch	6,770.00	6,770.00	0.00	0.00	6,770.00	100.00%	0.00	169.25
02 720	Extruded Curb	37,500.00	37,500.00	0.00	0.00	37,500.00	100.00%	0.00	937.50
02 750	Curb and Gutter	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	750.00
02 780	Light Duty Paving	223,000.00	223,000.00	0.00	0.00	223,000.00	100.00%	0.00	5,575.00
02 800	Heavy Duty Paving	148,000.00	148,000.00	0.00	0.00	148,000.00	100.00%	0.00	3,700.00
02 820	Dumpster Pad	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00%	0.00	400.00
02 850	Sidewalks	29,000.00	29,000.00	0.00	0.00	29,000.00	100.00%	0.00	725.00
02 880	Alterenate Roads Concrete Paving	108,500.00	108,500.00	0.00	0.00	108,500.00	100.00%	0.00	2,712.50
02 Total		1,811,263.00	1,811,263.00	0.00	0.00	1,811,263.00	100.00%	0.00	45,281.58
03 000	**Division 03 - Concrete**								
03 100	Excavate Foundations	36,156.00	36,156.00	0.00	0.00	36,156.00	100.00%	0.00	903.90
03 150	Reinforce Foundations	32,540.00	32,540.00	0.00	0.00	32,540.00	100.00%	0.00	813.50
03 200	Place Concrete Foundations	18,078.00	18,078.00	0.00	0.00	18,078.00	100.00%	0.00	451.95
03 250	Form and Reinforce SOG	27,118.00	27,118.00	0.00	0.00	27,118.00	100.00%	0.00	677.95
03 300	Place and Finish SOG	23,502.00	23,502.00	0.00	0.00	23,502.00	100.00%	0.00	587.55
03 350	Reinforce Place and Finish Mezz Slab	19,886.00	19,886.00	0.00	0.00	19,886.00	100.00%	0.00	497.15
03 400	Concrete Wall at Storage	16,271.00	16,271.00	0.00	0.00	16,271.00	100.00%	0.00	406.78
03 450	Concrete Trench Drain	7,231.00	7,231.00	0.00	0.00	7,231.00	100.00%	0.00	180.78
03 Total		180,782.00	180,782.00	0.00	0.00	180,782.00	100.00%	0.00	4,519.55
04 000	**Division 04 - Masonry**								
04 100	CMU Material	35,877.00	35,877.00	0.00	0.00	35,877.00	100.00%	0.00	896.93
04 200	CMU Labor	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	875.00
04 300	Masonry Reinforcement	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00%	0.00	70.00
04 Total		73,677.00	73,677.00	0.00	0.00	73,677.00	100.00%	0.00	1,841.93
05 000	**Division 05 - Metals**								
05 100	Structural Steel @ Mezzanine	33,450.00	33,450.00	0.00	0.00	33,450.00	100.00%	0.00	836.25
05 200	Bollards	1,260.00	1,260.00	0.00	0.00	1,260.00	100.00%	0.00	31.50
05 Total		34,710.00	34,710.00	0.00	0.00	34,710.00	100.00%	0.00	867.75
06 000	**Division 06 - Wood, Plastic, and Composites**								
06 100	Interior Architectural Woodwork- Mat	45,915.00	45,915.00	0.00	0.00	45,915.00	100.00%	0.00	1,147.88
06 200	Interior Architectural Woodwork - Lab	32,000.00	32,000.00	0.00	0.00	32,000.00	100.00%	0.00	800.00
06 300	Rough Carpentry 061000	16,347.00	16,347.00	0.00	0.00	16,347.00	100.00%	0.00	408.68
06 Total		94,262.00	94,262.00	0.00	0.00	94,262.00	100.00%	0.00	2,356.55

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G702, APPLICATION & CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 10
APPLICATION DATE: 23-Sep-16
PERIOD TO: 23-Sep-16
ARCHITECTS PROJECT NO.: 1520.06

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E	TOTAL COMPLETED AND STORED TO-DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 2.50%
07 000	**Division 07 - Thermal & Moisture Protection**								
07 100	Concrete Floor Joints Filler	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	200.00
07 200	Joint Sealants	23,930.00	23,930.00	0.00	0.00	23,930.00	100.00%	0.00	598.25
07 300	Exterior Metal Panels - Material	70,300.00	70,300.00	0.00	0.00	70,300.00	100.00%	0.00	1,757.50
07 400	Exterior Metal Panels - Labor	27,300.00	27,300.00	0.00	0.00	27,300.00	100.00%	0.00	682.50
07 500	Firestopping	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	75.00
07 600	Tyvek	2,035.00	2,035.00	0.00	0.00	2,035.00	100.00%	0.00	50.88
07 Total		134,565.00	134,565.00	0.00	0.00	134,565.00	100.00%	0.00	3,364.13
08 000	**Division 08 - Openings**								
08 100	Hollow Metal Doors and Frames	17,057.00	17,057.00	0.00	0.00	17,057.00	100.00%	0.00	426.43
08 200	Wood Doors	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	200.00
08 300	Door Hardware	6,930.00	6,930.00	0.00	0.00	6,930.00	100.00%	0.00	173.25
08 350	Install Doors and Hardware	11,468.00	11,468.00	0.00	0.00	11,468.00	100.00%	0.00	286.70
08 400	Overhead Doors	34,639.00	34,639.00	0.00	0.00	34,639.00	100.00%	0.00	865.98
08 420	Aluminum Storefront Framing - Mat	39,960.00	39,960.00	0.00	0.00	39,960.00	100.00%	0.00	999.00
08 450	Aluminum Doors - Material	13,850.00	13,850.00	0.00	0.00	13,850.00	100.00%	0.00	346.25
08 500	Storefront - Labor	5,800.00	5,800.00	0.00	0.00	5,800.00	100.00%	0.00	145.00
08 520	Aluminum Curtainwall - Material	22,058.00	22,058.00	0.00	0.00	22,058.00	100.00%	0.00	551.45
08 550	Curtainwall - Labor	4,129.00	4,129.00	0.00	0.00	4,129.00	100.00%	0.00	103.23
08 580	Exterior Glazing - Material	19,126.00	19,126.00	0.00	0.00	19,126.00	100.00%	0.00	478.15
08 600	Interior Glazing - Material	3,750.00	3,750.00	0.00	0.00	3,750.00	100.00%	0.00	93.75
08 620	Glazing Labor	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00%	0.00	57.50
08 Total		189,067.00	189,067.00	0.00	0.00	189,067.00	100.00%	0.00	4,726.68
09 000	**Division 09 - Finishes**								
09 100	Cold Formed Framing - Material	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	250.00
09 150	Cold Formed Framing - Labor	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	200.00
09 180	Non Structural Framing - Material	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00%	0.00	300.00
09 200	Non Structural Framing - Labor	11,144.00	11,144.00	0.00	0.00	11,144.00	100.00%	0.00	278.60
09 220	Batt Insulation	11,655.00	11,655.00	0.00	0.00	11,655.00	100.00%	0.00	291.38
09 250	Drywall - Material	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	625.00
09 300	Drywall - Labor	9,872.00	9,872.00	0.00	0.00	9,872.00	100.00%	0.00	246.80
09 350	Acoustical Ceilings - Material	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	500.00
09 400	Acoustical Ceilings - Labor	22,935.00	22,935.00	0.00	0.00	22,935.00	100.00%	0.00	573.38

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G702, APPLICATION & CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 10
APPLICATION DATE: 23-Sep-16
PERIOD TO: 23-Sep-16
ARCHITECTS PROJECT NO.: 1520.06

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO-DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 2.50%
09 450	Linear Metal Ceiling Panels - Material	33,936.00	33,936.00	0.00	0.00	33,936.00	100.00%	0.00	848.40
09 480	Linear Metal Ceiling Panels - Labor	21,243.00	21,243.00	0.00	0.00	21,243.00	100.00%	0.00	531.08
09 500	Carpet - Material	19,745.00	19,745.00	0.00	0.00	19,745.00	100.00%	0.00	493.63
09 520	Carpet - Labor	2,067.00	2,067.00	0.00	0.00	2,067.00	100.00%	0.00	51.68
09 550	LVT - Material	5,804.00	5,804.00	0.00	0.00	5,804.00	100.00%	0.00	145.10
09 580	LVT - Labor	462.00	462.00	0.00	0.00	462.00	100.00%	0.00	11.55
09 600	Ceramic Tile - Material	74,383.00	74,383.00	0.00	0.00	74,383.00	100.00%	0.00	1,859.58
09 620	Ceramic Tile - Labor	24,352.00	24,352.00	0.00	0.00	24,352.00	100.00%	0.00	608.80
09 650	Resilient Base - Material	2,573.00	2,573.00	0.00	0.00	2,573.00	100.00%	0.00	64.33
09 680	Resilient Base - Labor	635.00	635.00	0.00	0.00	635.00	100.00%	0.00	15.88
09 700	Tape & Float Labor	15,170.00	15,170.00	0.00	0.00	15,170.00	100.00%	0.00	379.25
09 720	Tape & Float Material	4,170.00	4,170.00	0.00	0.00	4,170.00	100.00%	0.00	104.25
09 750	Wallcovering Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	50.00
09 780	Wallcovering Material	3,240.00	3,240.00	0.00	0.00	3,240.00	100.00%	0.00	81.00
09 800	Painting Labor	13,300.00	13,300.00	0.00	0.00	13,300.00	100.00%	0.00	332.50
09 820	Painting Material	5,691.00	5,691.00	0.00	0.00	5,691.00	100.00%	0.00	142.28
09 850	High Performance Coating Labor	12,180.00	12,180.00	0.00	0.00	12,180.00	100.00%	0.00	304.50
09 900	High Performance Coating Material	5,220.00	5,220.00	0.00	0.00	5,220.00	100.00%	0.00	130.50
09 950	Interior Liner Panels Paint	3,490.00	3,490.00	0.00	0.00	3,490.00	100.00%	0.00	87.25
09 980	Concrete Sealed and Epoxy Floors	7,890.00	7,890.00	0.00	0.00	7,890.00	100.00%	0.00	197.25
09 Total		388,157.00	388,157.00	0.00	0.00	388,157.00	100.00%	0.00	9,703.93
10 000	**Division 10 - Specialties**								
10 100	Signage	1,700.00	1,700.00	0.00	0.00	1,700.00	100.00%	0.00	42.50
10 200	Toilet Compartments	4,914.00	4,914.00	0.00	0.00	4,914.00	100.00%	0.00	122.85
10 300	Fire Extinguishers and Cabinets	880.00	880.00	0.00	0.00	880.00	100.00%	0.00	22.00
10 400	Toilet Accessories	3,412.00	3,412.00	0.00	0.00	3,412.00	100.00%	0.00	85.30
10 500	Knox Box	586.00	586.00	0.00	0.00	586.00	100.00%	0.00	14.65
10 600	Flat Screen TV Bracket	1,302.00	1,302.00	0.00	0.00	1,302.00	100.00%	0.00	32.55
10 Total		12,794.00	12,794.00	0.00	0.00	12,794.00	100.00%	0.00	319.85
13 000	**Division 13 - Special Construction**								
13 100	Ceco Metal Building	232,977.00	232,977.00	0.00	0.00	232,977.00	100.00%	0.00	5,824.43
13 200	Metal Building Insulation	25,219.00	25,219.00	0.00	0.00	25,219.00	100.00%	0.00	630.48
13 300	Metal Building Erection	137,520.00	137,520.00	0.00	0.00	137,520.00	100.00%	0.00	3,438.00

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G702, APPLICATION & CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 10
APPLICATION DATE: 23-Sep-16
PERIOD TO: 23-Sep-16
ARCHITECTS PROJECT NO.: 1520.06

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E	TOTAL COMPLETED AND STORED TO-DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 2.50%
13 Total		395,716.00	395,716.00	0.00	0.00	395,716.00	100.00%	0.00	9,892.90
15 000	**Division 15 - Mechanical Systems**								
15 100	Supervision	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	375.00
15 150	Sanitary Below Grade	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	450.00
15 200	Sanitary Above Grade	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	150.00
15 250	Domestic Water Below Grade	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	100.00
15 300	Domestic Water Above Grade	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00%	0.00	350.00
15 350	Gas Piping	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	200.00
15 400	Oil Water Seperator	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	250.00
15 450	Pipe Insulation	5,360.00	5,360.00	0.00	0.00	5,360.00	100.00%	0.00	134.00
15 500	Plumbing Fixtures	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	625.00
15 550	Split Systems	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00%	0.00	700.00
15 600	Ductless Splits	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00%	0.00	162.50
15 650	Exhaust Fans	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	75.00
15 700	Wall Fans and Louvers	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	125.00
15 720	Macroair Ceiling Fans	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	875.00
15 750	Infrared Heaters	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00%	0.00	187.50
15 780	Refrigerant Piping	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	225.00
15 800	Sheetmetal Duct	34,840.00	34,840.00	0.00	0.00	34,840.00	100.00%	0.00	871.00
15 820	Grills and Register	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	250.00
15 850	Controls	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	250.00
15 880	Test and Balance	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	125.00
15 900	Punch List and Close Out	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	62.50
15 920	Fire Protection Material	15,982.00	15,982.00	0.00	0.00	15,982.00	100.00%	0.00	399.55
15 950	Fire Protection Labor	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	500.00
15 Total		297,682.00	297,682.00	0.00	0.00	297,682.00	100.00%	0.00	7,442.05
16 000	**Division 16 - Electrical**								
16 100	Mobilization & Temporary	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	375.00
16 120	Site Branch Conduit & Pole Bases -Mat	14,928.00	14,928.00	0.00	0.00	14,928.00	100.00%	0.00	373.20
16 150	Site Branch Conduit & Pole Bases -Lab	21,400.00	21,400.00	0.00	0.00	21,400.00	100.00%	0.00	535.00
16 180	Site Feeder Conduit - Material	13,700.00	13,700.00	0.00	0.00	13,700.00	100.00%	0.00	342.50
16 200	Site Feeder Conduit - Labor	8,172.00	8,172.00	0.00	0.00	8,172.00	100.00%	0.00	204.30
16 220	Site Branch Conductors - Material	13,400.00	13,400.00	0.00	0.00	13,400.00	100.00%	0.00	335.00

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G702, APPLICATION & CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 10
APPLICATION DATE: 23-Sep-16
PERIOD TO: 23-Sep-16
ARCHITECTS PROJECT NO.: 1520.06

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E	TOTAL COMPLETED AND STORED TO-DATE	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 2.50%
16 250	Site Branch Conductors - Labor	4,700.00	4,700.00	0.00	0.00	4,700.00	100.00%	0.00	117.50
16 280	Site Feeder Conductors - Material	6,200.00	6,200.00	0.00	0.00	6,200.00	100.00%	0.00	155.00
16 300	Site Feeder Conductors - Labor	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00%	0.00	60.00
16 320	Site Lighting Fixtures - Material	80,388.00	80,388.00	0.00	0.00	80,388.00	100.00%	0.00	2,009.70
16 350	Site Lighting Fixtures - Labor	14,700.00	14,700.00	0.00	0.00	14,700.00	100.00%	0.00	367.50
16 380	Interior Lighting Fixtures - Material	79,420.00	79,420.00	0.00	0.00	79,420.00	100.00%	0.00	1,985.50
16 400	Interior Lighting Fixtures - Labor	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00%	0.00	550.00
16 420	Switchgear - Material	13,801.00	13,801.00	0.00	0.00	13,801.00	100.00%	0.00	345.03
16 450	Switchgear - Labor	10,800.00	10,800.00	0.00	0.00	10,800.00	100.00%	0.00	270.00
16 480	Interior Lighting Branch Conduit - Mat	2,600.00	2,600.00	0.00	0.00	2,600.00	100.00%	0.00	65.00
16 500	Interior Lighting Branch Conduit - Lab	12,600.00	12,600.00	0.00	0.00	12,600.00	100.00%	0.00	315.00
16 520	Interior Power Branch Conduit- Mat	4,100.00	4,100.00	0.00	0.00	4,100.00	100.00%	0.00	102.50
16 550	Interior Power Branch Conduit - Lab	19,000.00	19,000.00	0.00	0.00	19,000.00	100.00%	0.00	475.00
16 580	Interior Special Systems Conduit - Mat	2,900.00	2,900.00	0.00	0.00	2,900.00	100.00%	0.00	72.50
16 600	Interior Special Systems Conduit - Lab	12,200.00	12,200.00	0.00	0.00	12,200.00	100.00%	0.00	305.00
16 620	Interior Feeder Conduit - Material	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00%	0.00	70.00
16 650	Interior Feeder Conduit - Labor	7,600.00	7,600.00	0.00	0.00	7,600.00	100.00%	0.00	190.00
16 680	Interior Lighting Branch Conductor- Mat	3,200.00	3,200.00	0.00	0.00	3,200.00	100.00%	0.00	80.00
16 700	Interior Lighting Branch Conductor - Lab	10,100.00	10,100.00	0.00	0.00	10,100.00	100.00%	0.00	252.50
16 720	Interior Power Branch Conductor - Mat	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00%	0.00	137.50
16 750	Interior Power Branch Conductor - Lab	13,700.00	13,700.00	0.00	0.00	13,700.00	100.00%	0.00	342.50
16 780	Interior Feeder Conductor - Material	5,100.00	5,100.00	0.00	0.00	5,100.00	100.00%	0.00	127.50
16 800	Interior Feeder Conductor - Labor	6,600.00	6,600.00	0.00	0.00	6,600.00	100.00%	0.00	165.00
16 820	Trim - Material	2,923.00	2,923.00	0.00	0.00	2,923.00	100.00%	0.00	73.08
16 850	Trim -Labor	4,400.00	4,400.00	0.00	0.00	4,400.00	100.00%	0.00	110.00
16 880	Fire Alarm System - Mat and Lab	6,576.00	6,576.00	0.00	0.00	6,576.00	100.00%	0.00	164.40
16 Total		442,908.00	442,908.00	0.00	0.00	442,908.00	100.00%	0.00	11,072.70
CO 000	**Change Orders**								
CO 001	Change Order 01	(8,500.00)	(8,500.00)	0.00	0.00	(8,500.00)	100.00%	0.00	(212.50)
CO 002	Change Order 02	29,494.00	29,494.00	0.00	0.00	29,494.00	100.00%	0.00	737.35
CO 003	Change Order 03	4,694.92	4,694.92	0.00	0.00	4,694.92	100.00%	0.00	117.37
CO 004	Change Order 04	7,274.61	7,274.61	0.00	0.00	7,274.61	100.00%	0.00	181.87
CO Total		32,963.53	32,963.53	0.00	0.00	32,963.53	100.00%	0.00	824.09
Grand Total		**5,157,872.53**	**5,157,872.53**	**0.00**	**0.00**	**5,157,872.53**	**100.00%**	**0.00**	**128,946.81**

36. DISCUSSION AND CONSIDERATION OF PP 25-01 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR "STERLING RIDGE" AT SOUTHWEST CORNER OF THE INTERSECTION OF MOCKINGBIRD ROAD AND MS HWY 182 IN A TN-N ZONING DISTRICT.

Community Planner Daniel Havelin presented of PP 25-01 a request for Preliminary Plat approval for "Sterling Ridge" at southwest corner of the intersection of Mockingbird Road and MS Hwy 182 in a TN-N zoning district.

This is a request for Preliminary Plat approval for a 163-lot single dwelling unit subdivision. The property is located at the southwest corner of the intersection of Mockingbird Road and MS Hwy 182. The property is zoned TN-N (Traditional Neighborhood New). The gross acreage is +/- 51.09 with a proposed total of 163 lots. The proposed gross density is 3.19 units per acre. Electrical service will be provided by 4 County. Water and sewer service will be provided by Starkville Utilities.
On May 1, 2026 the Development Review Committee approved the Preliminary Plat with five recommended conditions of approval. The recommended conditions are considered necessary by staff for the long-term maintenance of subdivision infrastructure. On May 12, 2026, the Planning and Zoning Commission unanimously recommended approval with the five staff recommended conditions of approval. The following conditions of approval are recommended by Starkville Utilities, the Engineering Department, and the Planning and Zoning Commission:
1. All lots shown on this Preliminary Plat are subject to an all-encompassing 5-foot utility easement.
2. The Hydrologic & Hydraulic study must be updated to reflect proposed conditions accounting for all fill, final grading, site layout, conveyance and hydraulic structures, and detention systems. The study must model and display the 2, 10, 25, and 100-year inundation lines based on the proposed conditions. The study should include Josey Creek and the two internal tributaries traversing the property. The H&H should identify the floodway boundary.
3. Any proposed buildings located within the 100-year inundation area shall have Finished Floor Elevations (FFE) no less than 2' above the 100-year water surface elevation.
4. The proposed development shall not increase the water surface elevation or inundation footprint on any existing properties south of Josey Creek, as evidenced with a City-approved Hydrologic & Hydraulic study.
5. All streets within the development are required to install a minimum of a twenty-four inch non-expansive buffer below the soil cement or crushed stone subbase.

If approved, the next step would be review of the infrastructure plans by the Development Review Committee. Once plans are approved, work of the subdivision can begin. After the infrastructure has been inspected and approved by city staff, the applicant can apply for final plat approval.

Cody Burnett gave an update on the quality of the soil in this area of town and stated that it is historically very poor. He noted that this is supported through geotechnical plans. He explained that the condition is to take your design pavement base and provide a buffer between those. Mr. Burnett explained that MDOT has a standard operating procedure for this and that they require a 3-foot buffer. He noted that this is a 2-foot buffer and we also had an independent letter written

to the City from a geotechnical firm to look at the data and tell us what you recommend if this was your road and it recommended a 2–3-foot buffer. He noted that this is not a question of can the pavement support the traffic, that this is a question of does the underlying soil adequately support the pavement to prevent shrinkage and swelling in the future. He noted that since the City is responsible for maintenance after it is constructed, he feels this is providing a long-term investment for the City and would not require them to come and maintain it any more frequently than anything else the City maintains.

Clyde Pritchard with Pritchard Engineering, the civil geotechnical engineers for this project. He thanked the Board for their time and service to the community. He noted that he would like to address condition 5 for the additional structure for the streets. He noted that the pavement structure they have recommended on the plat well exceeds the design guidelines for neighborhood streets He noted that they are very comfortable with the design that has been presented on the preliminary plat and it exceeds the City's guidelines. Mr. Pritchard also noted that the City's requirements are such that they are not accepting these streets until a large part of the construction is done and then you would have an inspection that would require them to repair and patch anything before they put the final surface on. He noted that on the front end the additional buffer is excessive and think its an excessive front-end cost that is not warranted. He asked that the Board consider that and remove condition 5.

Vice Mayor Perkins asked Mr. Pritchard if he was asking the Board to remove condition 5. Mr. Pritchard stated that what they have submitted has an 18-inch buffer and condition 5 would require a 24-inch buffer. He noted that the upper 8 inches will have soil cemented asphalt base and surface. He noted that they refer to this as a structural number with is provided in the City's guidelines of what has to be for arterial and neighborhood streets and they have well exceeded that. Vice Mayor Perkins asked Mr. Burnett was he supportive of Condition 5 and Mr. Burnett answered yes. Alderman Moreland asked Mr. Burnett what got us here with the street conditions. He noted that the streets at Goldfinch are extremely bad in that area and in fact the City soil cemented the same section for this neighborhood a few years ago and its cracking. He noted they had a report done for the neighborhood and it generally said remove and build it back. He noted that it is not an issue if the pavement structure isn't a good one but this is an issue of unique and terrible soil that exists in this part of the community. Mr. Burnett noted that requirements do exceed what the City code requires but the City code also allows the Engineering department to make additional requirements based on the area itself. Alderman Sistrunk asked Mr. Burnett if the external engineer used agrees with 24-inch requirement. Mr. Burnett responded yest. Mr. Pritchard noted that he is very familiar with the soil and is comfortable with what they have. Alderman Moreland stated she understands what Mr. Pritchard is saying about when the City accepts the roads. She noted that isn't her concern, but that her concern is many years from now. Vice Mayor Perkins supported the City Engineer and that the Board should go with all 5 of the conditions recommended.

Upon the motion of Alderman Perkins, duly seconded by Alderman Sistrunk, and adopted by the Board to approve of PP 25-01 a request for preliminary plat approval for "Sterling Ridge" at southwest corner of the intersection of Mockingbird Road and MS Hwy 182 in a TN-N zoning district, with the 5 stated conditions. The Board voted as follows:

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

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

37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of , May 13, 2026 for fiscal year ending 9/30/26, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	$503,264.62
Restricted Police Fund	002	$918.31
Airport Fund	015	$43,690.86
Sanitation / Environmental Services	022	$25,728.56
State Forfeited Funds	151	$1634.09
Debt Service Fund	200	$2,700.00
Main Street Project	311	$11,257.00
Park & Rec Tourism	375	$16,347.90
Payroll		$1,075,852.59
Starkville Utilities		$264,300.10
Starkville Water		$165,305.95
Grand Total		$2,110,999.98

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT	
To:	Planning and Zoning Commission
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136) Lyle MeCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject:	Discussion and consideration of PP 25-01 a request for Preliminary Plat approval for "Sterling Ridge" at southwest corner of the intersection of Mockingbird Road and MS Hwy 182 in a TN-N zoning district.
Date:	May 12, 2026

The purpose of this report is to provide information regarding a Preliminary Plat request by Pritchard Engineering on behalf of Charles Morgan for the "Sterling Ridge" subdivision. Please see attachments 1- 5.

BACKGROUND INFORMATION

This is a request for Preliminary Plat approval for a 163-lot single dwelling unit subdivision. The property is located at the southwest corner of the intersection of Mockingbird Road and MS Hwy 182. The lot is zoned TN-N with the property number 103B-00-003.01. Previously the applicant had applied for a Special Exception for the use of townhomes on the property. That request was ultimately denied and has no bearing on the current request.

On May 1, 2026 the Development Review Committee approved the Preliminary Plat with the following staff recommended conditions of approval:

Starkville Utilities

1. All lots shown on this Preliminary Plat are subject to an all-encompassing 5-foot utility easement.

Engineering Department

2. The Hydrologic & Hydraulic study must be updated to reflect proposed conditions accounting for all fill, final grading, site layout, conveyance and hydraulic structures, and detention systems. The study must model and display the 2, 10, 25, and 100-year inundation lines based on the proposed conditions. The study should include Josey Creek and the two internal tributaries traversing the property. The H&H should identify the floodway boundary.
3. Any proposed buildings located within the 100-year inundation area shall have Finished Floor Elevations (FFE) no less than 2' above the 100-year water surface elevation.

4. The proposed development shall not increase the water surface elevation or inundation footprint on any existing properties south of Josey Creek, as evidenced with a City-approved Hydrologic & Hydraulic study.
5. All streets within the development are required to install a minimum of a twenty-four inch non-expansive buffer below the soil cement or crushed stone subbase.

GENERAL INFORMATION

- The proposed subdivision is located at the southwest corner of the intersection of Mockingbird Road and MS Hwy 182 in a TN-N zoning district.
- The gross acreage is +/- 51.09 with a total of 163 lots. The proposed gross density is 3.19 units per acre.
- Most of the easements are shown on the preliminary plat.
- Electrical service will be provided by 4 County.
- Potable water and sanitary sewer utility services will be provided by Starkville Utilities.
- The final plat is a Class "C" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely affected parties.

PRELIMINARY PLAT INFORMATION

- Approval of a preliminary plat shall be tentative, pending the submission of the infrastructure plans and final plat.
- Approval of the preliminary plat shall be effective and binding upon the City for one (1) year. An expired preliminary plat may be reapproved at the discretion of the Board of Aldermen.
- Approval of the preliminary plat by the Board of Aldermen is the subdivider's authorization to proceed with infrastructure plan submittal.

ZONING DISTRICT INFORMATION

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	TN-N
A1. Lot size per unit in sq. ft (min.)	5500
A2. Lot width (min.)	45’
A3. Lot width at corner (min.)	55’
B. Principal Building Setbacks	TN-N
B1. Front setback	10’ min 15’ max
B2. Side setback (min.)	5’ or infill standards
B3. Side setback corner lot (min.)	10’ min 15’ max
B4. Rear setback (min.)	5’
B5. Rear setback adjacent to street or alley (min.)	7’ without parking, 18’ with parking
C. Accessory Dwelling Unit/Structure Setbacks	TN-N
C1. Front setback	Behind rear wall of principal building
C2. Side setback	5’ min
C3. Side setback corner lot (min.)	10’
C4. Rear setback	5’, minimum of 10' from any structure
C5. Rear setback adjacent to alley for garages (min.)	7’ without parking, 18’ with parking
C6. Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-N
D1. From primary street	Behind front wall of principal building
E. Height	TN-N
E1. Principal building(s) (max)	30’, 2 story
E2. Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3. Accessory structure agricultural use	15’
F. Pedestrian Access	TN-N
F1. Street-facing primary entrance along street	yes

CONDITIONS OF APPROVAL

Any condition attached to the approval of a preliminary plat by the Mayor and Board of Aldermen shall run with the preliminary plat until final plat or expiration of the plat. The following conditions of approval are recommended by Starkville Utilities and the Engineering Department:

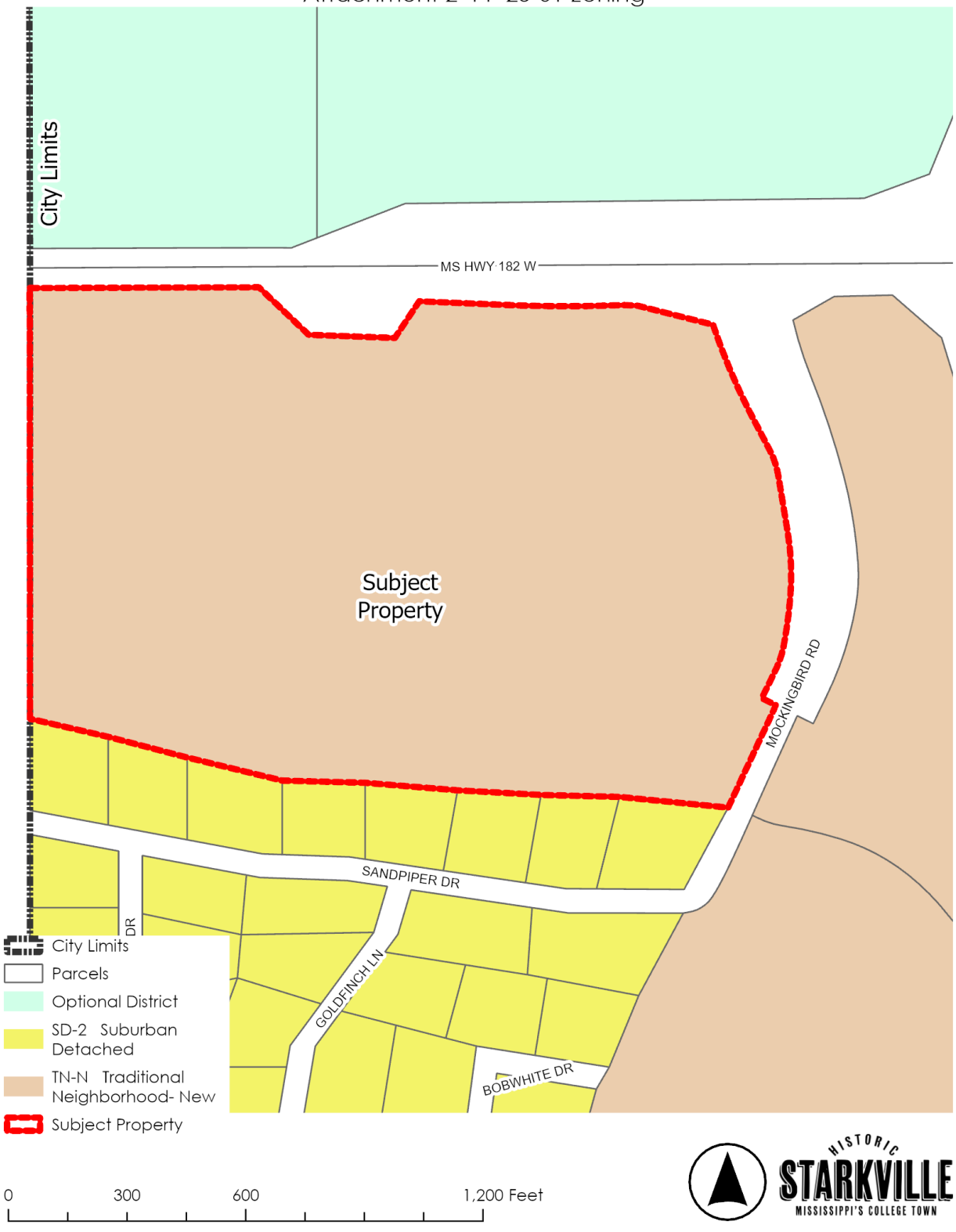
1. All lots shown on this Preliminary Plat are subject to an all-encompassing 5-foot utility easement.
2. The Hydrologic & Hydraulic study must be updated to reflect proposed conditions accounting for all fill, final grading, site layout, conveyance and hydraulic structures, and detention systems. The study must model and display the 2, 10, 25, and 100-year inundation lines based on the proposed conditions. The study should include Josey Creek and the two internal tributaries traversing the property. The H&H should identify the floodway boundary.
3. Any proposed buildings located within the 100-year inundation area shall have Finished Floor Elevations (FFE) no less than 2' above the 100-year water surface elevation.
4. The proposed development shall not increase the water surface elevation or inundation footprint on any existing properties south of Josey Creek, as evidenced with a City-approved Hydrologic & Hydraulic study.
5. All streets within the development are required to install a minimum of a twenty-four inch non-expansive buffer below the soil cement or crushed stone subbase.

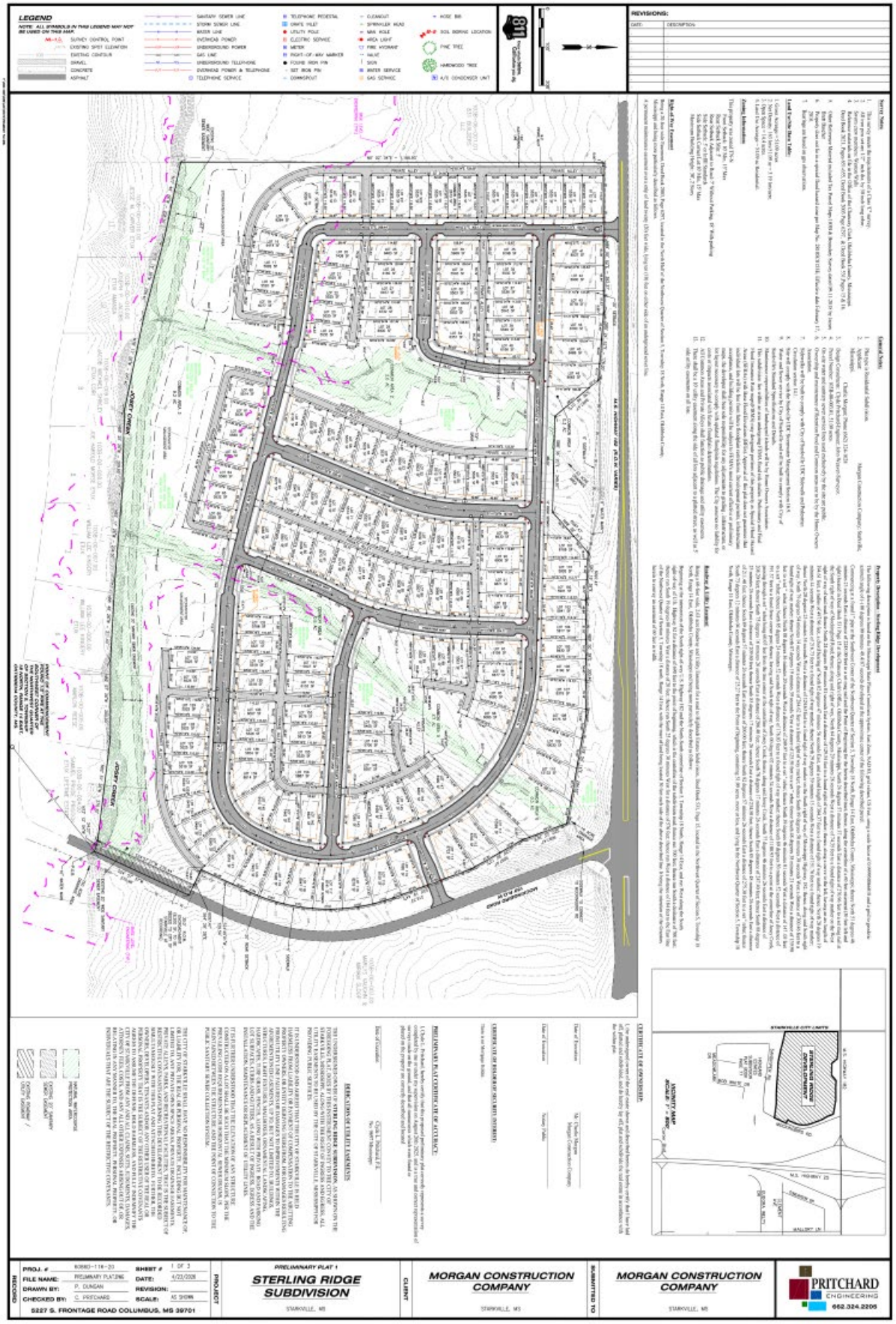
Attachment 1- PP 25-01 Aerial

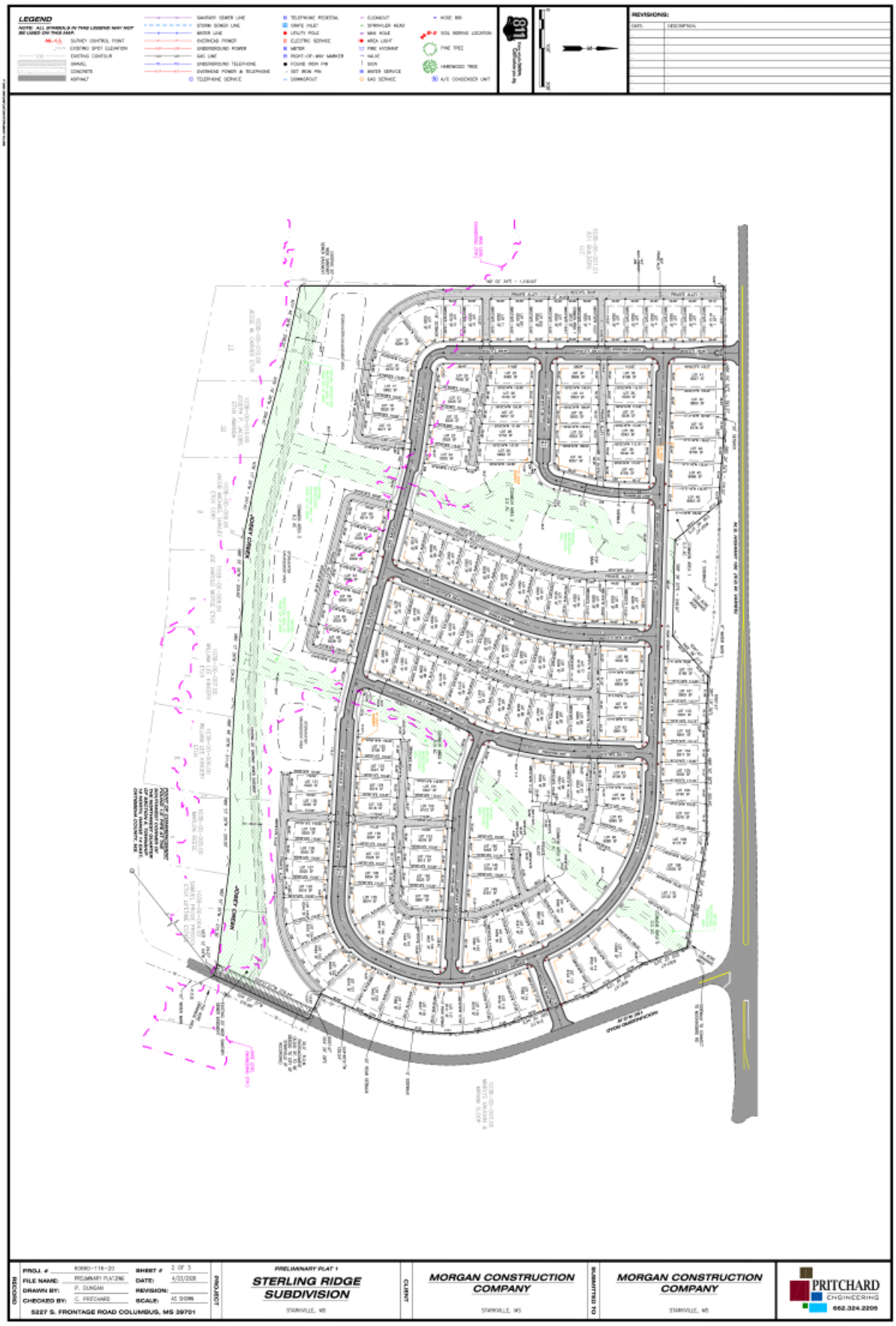


HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 2- PP 25-01 Zoning

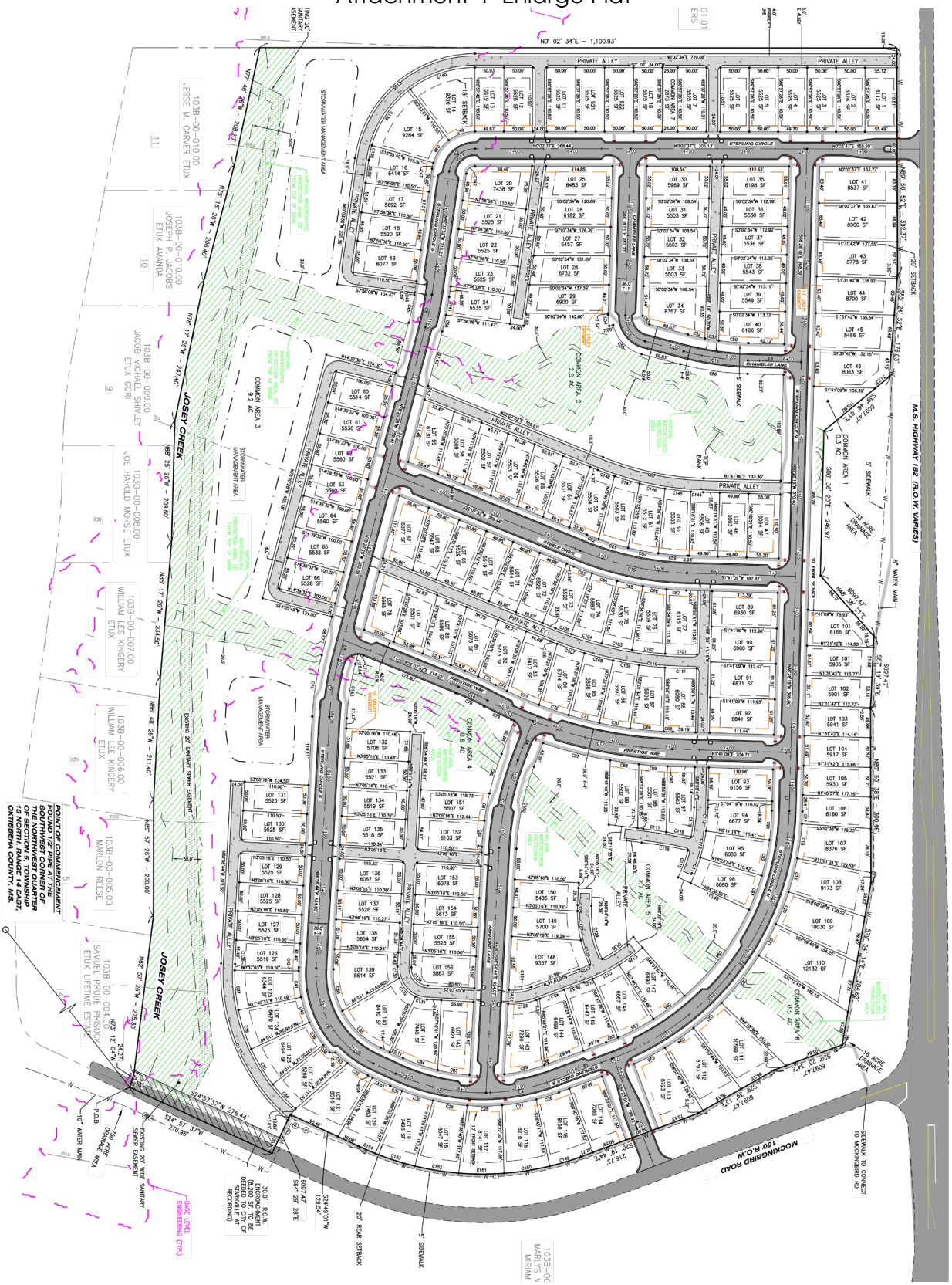



LEGEND
REVISIONS:
DATE:
DESCRIPTION:
PRELIMINARY PLAT 1
STERLING RIDGE SUBDIVISION
STARKVILLE, MS
MORGAN CONSTRUCTION COMPANY
STARKVILLE, MS
MORGAN CONSTRUCTION COMPANY
STARKVILLE, MS
PRITCHARD ENGINEERING
662.324.2205
5227 S. FRONTAGE ROAD COLUMBUS, MS 39701


LEGEND
REVISIONS:
PRELIMINARY PLAT 1
STERLING RIDGE SUBDIVISION
STARKVILLE, MS
MORGAN CONSTRUCTION COMPANY
STARKVILLE, MS
MORGAN CONSTRUCTION COMPANY
STARKVILLE, MS
PRITCHARD ENGINEERING
662.324.2205
5227 S. FRONTAGE ROAD COLUMBUS, MS 39701

LEGEND
NOTE: ALL SYMBOLS IN THIS LEGEND MAY NOT BE USED ON THIS MAP.
SURVEY CONTROL POINT
EXISTING SPOT ELEVATION
EXISTING CONTOUR
GRAVEL
CONCRETE
ASPHALT
SANITARY SEWER LINE
STORM SEWER LINE
WATER LINE
OVERHEAD POWER
UNDERGROUND POWER
GAS LINE
UNDERGROUND TELEPHONE
OVERHEAD POWER & TELEPHONE
TELEPHONE SERVICE
TELEPHONE PEDESTAL
DRAFE INLET
UTILITY POLE
ELECTRIC SERVICE
METER
RIGHT-OF-WAY MARKER
FOUND IRON PIN
SET IRON PIN
DOWNSPOUT
CLEANOUT
SPRINKLER HEAD
MH MANHOLE
AREA LIGHT
FIRE HYDRANT
VALVE
SIGN
WATER SERVICE
GAS SERVICE
HOSE BIB
SOIL BORING LOCATION
PINE TREE
HARDWOOD TREE
A/C CONDENSER UNIT
811
REVISIONS:
DATE:
DESCRIPTION:
CURVE TABLE
PARCEL LINE TABLE
TYPICAL ROADWAY PARALLEL PARKING SECTION
TYPICAL ROADWAY ONE SIDED PARALLEL PARKING SECTION
TYPICAL ROADWAY ENTRANCE SECTION
TYPICAL ROADWAY PEDESTRIAN WAY
TYPICAL ROADWAY CHAMBER PIPE
TYPICAL ROADWAY PRIVATE ALLEY
TYPICAL ROADWAY STERLING CIRCLE SOUTH R/A R=27.78 AM - SR-45.81' STERLING CIRCLE NORTH R/A R=50' - 17.00.74'
PROJ. # 60680-118-20
FILE NAME: PRELIMINARY PLAT.DWG
DRAWN BY: P. DUNCAN
CHECKED BY: C. PRITCHARD
SHEET # 3 OF 3
DATE: 4/23/2020
REVISION:
SCALE: AS SHOWN
5227 S. FRONTAGE ROAD COLUMBUS, MS 39701
RECORD
PROJECT
PRELIMINARY PLAT 1
STERLING RIDGE SUBDIVISION
STARKVILLE, MS
CLIENT
MORGAN CONSTRUCTION COMPANY
STARKVILLE, MS
SUBMITTED TO
MORGAN CONSTRUCTION COMPANY
STARKVILLE, MS
PRITCHARD ENGINEERING
662.324.2205

Attachment 4- Enlarge Plat



Attachment 5- Plat Overlay



38. A MOTION TO GO INTO CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a Closed Session to determine if there is a proper cause for Executive Session. Upon the motion of Alderman Vaughn, seconded by Alderman Pochop, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. The Board entered closed session.

39. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Vaughn offered a motion to go into Executive Session for the purpose of discussion of personnel and property acquisition. Following a second by Alderman Pochop, the Board voted as follows to enter Executive Session:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. The Mayor invited the public back in and then announced that the Board had decided to go into Executive Session for the purpose of discussion of personnel and property acquisition. The Mayor and Board then went into Executive Session.

40. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Vaughn offered a motion, seconded by Alderman Pochop, to exit Closed Session and return to open session. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Mayor invited the public back in and then announced that the Board had taken action in closed Session.

41. CONSIDERATION TO ALLOW STACY COBBINS TO TRANSFER TO THE VACANT HUMAN RESOURCE MANAGER POSITION WITH THE PAY OF $89,196.55 WITH A NEW PROBABTIONARY PERIOD TO RESTART.

Alderman Perkins offered a motion, seconded by Alderman Vaughn, that the board approve and allow Stacy Cobbins to transfer to vacant Human Resource Manager position with the pay of $89,196.55 with a new probationary period to restart. The Board voted as follows:

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

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

CITY OF STARKVILLE

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT between the CITY OF STARKVILLE, hereinafter referred to as "City" and Navarrete Ashford, hereinafter referred to as the "Contractor", establishes that said Contractor is performing in the capacity of an independent contractor and not as an agent or employee of the City and agrees to provide services that include, but are not limited to, consultation related to city and utility department operations and human resources of the City.

I. TERMS OF AGREEMENT

This Agreement takes effect on 05/20/2026 and ends on TBD or 12/31/2027, unless terminated sooner. This Agreement may be terminated immediately by the City for good cause. Good cause shall be based upon any violation by the Contractor of the terms of this Agreement, or policies and procedures of the City, or of the Starkville Utilities Department. The Contractor may also terminate the Agreement immediately for the City's violation of any terms of this Agreement. Either party may terminate this Agreement without cause upon 30-day written notice to the other party.

II. CONTRACTOR RESPONSIBILITIES

1. The Contractor, as an independent contractor, is responsible for payment of federal withholding tax and social security contributions. Furthermore, the Contractor shall not be entitled to any fringe benefits normally provided City employees such as worker's compensation, insurance coverage, unemployment compensation, retirement, disability leave, and any leave with pay.

2. Contractor shall provide all necessary supplies and equipment required to provide agreed upon services and shall keep all equipment in safe and good working condition. At the discretion of the Mayor, the City may provide some supplies and equipment as deemed necessary for performance of services.

3. Contractor, at his/her sole expense, shall procure and maintain all necessary licenses required for the proper and lawful conduct of Contractor's business as a Human Resources and Administrative Consultant

4. The Contractor further agrees to conduct himself/herself in such a manner as to reflect good relations for the City and the City's Departments.

III. COMPENSATION

The above stated Contractor shall receive one hundred dollars ($100.00) per hour for

actual hours worked not to exceed thirty (30) hours per week. Payments will be made per an agreed upon payment schedule and will follow timelines established by the City. Services performed under this are on an as-needed basis to be determined by and at the request of the Mayor. Compensation shall not exceed $35,000.00 during the contract term. Compensation will be paid out of the City's general fund and Starkville Utilities as apportioned through the time sheets provided by the contractor.

The Contractor shall be compensated for business related travel expenses at the current IRS mileage reimbursement rate of $0.725 per mile when travel is required for City business.

IV. INDEMNIFICATION AND RELEASE

Indemnification:

The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, arising out of the Contractor's performance or nonperformance under this agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

Release:

The Contractor hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's performance under this agreement whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

V. CITY POLICIES

The Contractor is familiar with City policies and shall comply with all City policies where applicable to the services he is providing, including but not limited to harassment in the workplace and workplace violence policies.

VI. COMPLIANCE WITH LAWS

Contractor shall, at his/her/its expense, comply with all valid requirements of governmental authorities and all applicable present and future federal, state, and local laws, ordinance, rules, and regulations relating to the use of the provided spaces and/or

requirements of providing program(s). Contractor will indemnify City against any penalty, damage or charge imposed for any violation by Contractor, its agents and employees, of such requirements.

The City will comply with all applicable laws, rules and regulations imposed upon it as the owner of the provided spaces.

This Agreement is contingent upon Contractor obtaining all certificates, licenses, permits, and other approvals that may be required by any federal, state, or local authority for the provision of the program(s). The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be Contractor's responsibility.

VII. GOVERNING LAW AND VENUE

This agreement shall be governed by Mississippi law and any legal action relating to this agreement shall be brought in the state courts of Oktibbeha County, Mississippi or the federal courts of the Northern District of Mississippi, Aberdeen Division, as the case may be.

Navarrete Ashford, Contractor — Date 5/20/24

D. Lynn Spruill, Mayor, City of Starkville — Date 5/20/24

42. CONSIDERATION OF EXTENDING THE CONSULTING CONTRACT WITH NAV ASHFORD FOR A HOURLY RATE OF $100.00 AND A NOT TO EXCEED AMOUNT OF $35,000.00 PLUS TRAVEL EFFECTIVE IMMEDIATELY.

Upon the motion of Alderman Perkins, duly seconded by Alderman Pochop, and adopted by the Board to approve.
The Board voted as follows:

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

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

43. MOTION TO ADJOURN UNTIL JUNE 2, 2026 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Perkins, for the Board of Aldermen to adjourn the meeting until June 2, 2026 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE 2nd DAY OF JUNE, 2026.

Attest:

_____
D. LYNN SPRUILL, MAYOR

_____
LISA CARTER, DEPUTY CITY CLERK

CITY OF STARKVILLE COVERSHEET

AGENDA ITEM DEPT: Community Development - Planning

RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: June 2, 2026

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

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:
Community Development - Planning

DIRECTOR'S AUTHORIZATION:
Daniel Havelin, City Planner

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

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

To proceed with these upgrades, the applicant requires formal relief from UDC Sections 13.9.1.B.1.c and 13.9.1.B.6.b. This variance would allow the new workshop to sit within the required front yard setback of Gardenia Drive and permit a standard privacy fence in areas where heights are normally restricted. The request is noted as being generally compatible with the neighborhood's established residential development pattern and the historic, longstanding layout of the property itself.

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

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

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

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

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

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

FOR MORE INFORMATION CONTACT:
Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle MeCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move to approve the Variance request VA 26-04 based on the staff analysis of the variance criteria in the Unified Development Code and the recommendation of the Board of Adjustments and Appeals, with the three staff recommended conditions.

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

STAFF REPORT

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

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

SUMMARY

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

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

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

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

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

VARIANCE REQUEST FROM

13.9.1 Accessory Use Or Structures (Excluding Dwellings)

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

B. Accessory use or structure for residential uses

1. Garage, carport, workshop, and pool houses

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

6. Fences

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

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

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

E. **Minimum Variance.** That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure. The request does not appear to create adverse impacts on adjacent properties due to the existing residential context and established screening pattern.

F. **Consistency with Comprehensive Plan**. That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

A. **Special Conditions**. The subject property is uniquely impacted by frontage on Brook Avenue, Gardenia Drive, and Canna Avenue. Under Section 4.6.2.G.1 of the Unified Development Code, each street frontage constitutes a front yard, resulting in three required front yard setback areas on a single residential parcel. This condition is not typical of most residential lots within the SD-2 zoning district and substantially reduces the area available for customary accessory residential improvements.

B. **Literal Interpretation**. Literal enforcement of the front yard setback and fence height requirements would substantially limit the applicant's ability to place customary residential accessory structures in areas historically functioning as the rear yard of the property. Due to the unique three-front-yard configuration, strict application of the ordinance would impose a burden greater than that experienced by similarly zoned residential properties.

C. **Hardship**. The hardship is created by the original lot configuration and surrounding public rights-of-way and is not the result of actions taken by the applicant. The property's unusual frontage arrangement existed prior to the current request and limits reasonable placement options for accessory structures.

D. **Special Privilege**. Approval of the variance would not authorize a use prohibited within the SD-2 district and would not confer a special privilege inconsistent with similarly situated properties. The request is limited to dimensional relief necessitated by the unique physical characteristics of the lot.

E. **Minimum Variance**. The requested variance represents the minimum relief necessary to allow reasonable placement of a detached accessory structure and continued screening of the functional rear yard area. Due to the multiple front yard setbacks affecting the parcel, alternative compliant locations are substantially constrained.

F. **Consistency with Comprehensive Plan and UDC**. The request is generally consistent with the Comprehensive Plan's goals of preserving neighborhood character, supporting established residential development patterns, and allowing reasonable residential use of property. The proposed improvements are residential in nature and are compatible with the surrounding neighborhood context.

FINDINGS OF FACT

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

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

NOTIFICATION

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

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

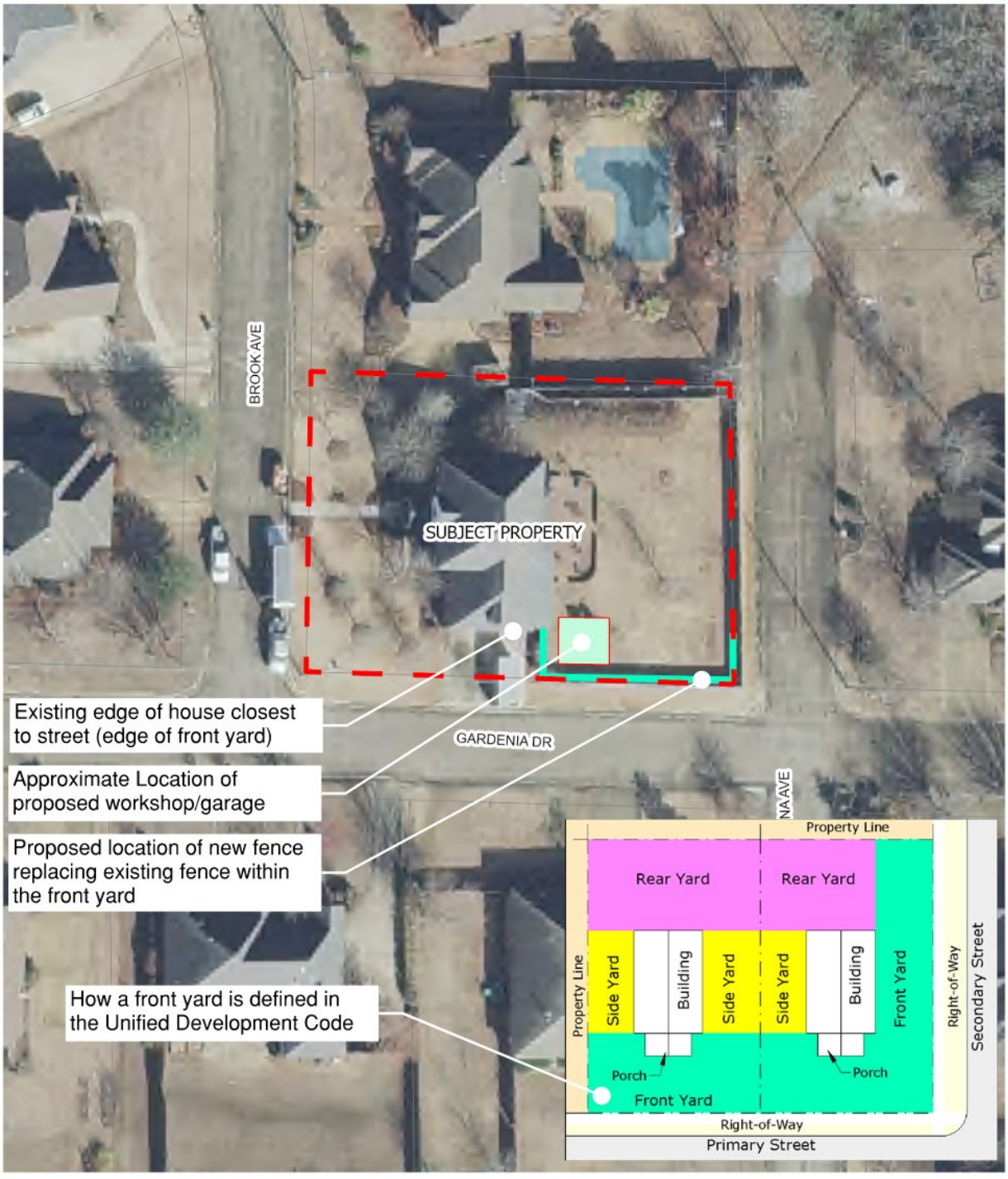
As of this date, the Planning Office has no phone calls for or against this request.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors. The Planning Department requests the following conditions of approval:

1. The accessory structure shall substantially conform to the site plan submitted with VA 26-04.
2. Any replacement fence within the variance area shall not exceed eight (8) feet in height.
3. No portion of the structure or fence shall encroach into public right-of-way or utility easements.

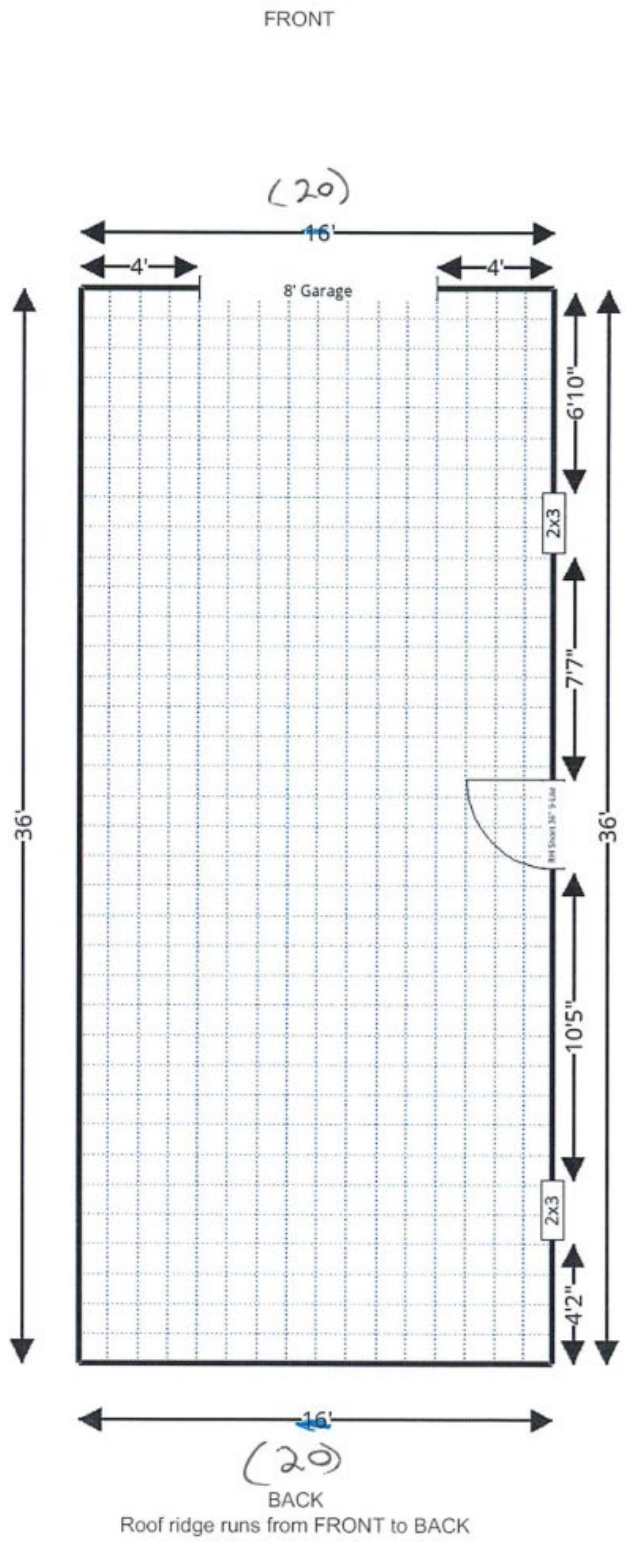
Attachment 1- VA 26-04 Aerial



Attachment 2 - Zoning



Attachment 3 – Floor Plan



Attachment 4 – Proposed Rendering



CITY OF STARKVILLE COVERSHEET

AGENDA ITEM DEPT: Community Development - Planning

RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: June 2, 2026

SUBJECT:
PUBLIC HEARING AND CONSIDERATION OF VA 26-05 A REQUEST FOR A VARIANCE FROM PARKING SETBACK REQUIREMENTS LOCATED AT 301 HIGHWAY 12 WEST IN A C ZONING DISTRICT

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:
Community Development - Planning

DIRECTOR'S AUTHORIZATION:
Daniel Havelin, City Planner

SUMMARY:

Curt Crissey, on behalf of Brewski's, for a Variance after the fact from parking setback requirements located at 301 Highway 12 West in a C zoning district with the parcel number 102G-00-034.00.

The subject property, currently operating as a gas station and convenience store, is considered legally nonconforming because its building and parking lot layout existed before the City adopted its Unified Development Code (UDC) in December 2019. Under UDC Section 3.17.4, such nonconforming features are permitted to continue but are strictly prohibited from being enlarged, extended, or altered in any way that increases their degree of nonconformity. Any modifications to the site layout or access must fully comply with current development standards.

In the fall of 2025, the applicant secured a right-of-way permit to relocate a driveway on Louisville Street. Between December 2025 and February 2026, the Assistant City Engineer conducted several requested inspections, ultimately approving the concrete forms for the sidewalk and the driveway apron only. However, on February 13, 2026, city engineering staff observed the contractor pouring and finishing concrete in an adjacent green space that was entirely outside the scope of the approved permit. The applicant was formally notified by the City Engineer to return the site to its original condition.

A subsequent site inspection on March 16, 2026, revealed extensive UDC violations. The applicant had not only paved the parking setbacks on his own property, but had also paved the parking setbacks of the adjacent Middleton Court Shopping Center, creating illegal nonconformities on both properties. Furthermore, the applicant failed to remove the concrete from the old driveway within the City's right-of-way as required by the permit. Following a meeting with the Mayor and City Planner, the Planning Department issued a formal notice of violation on March 30, 2026, giving the applicant 30 days to bring the site into compliance.

The adjacent property owners also received a notice of violation in April 2026. Their legal counsel responded that the work was done entirely without their authorization or prior knowledge, and the encroaching pavement on their property was promptly removed and their violation dismissed. Meanwhile, the City issued second and third notices of violation to the applicant in late April and May 2026, as he failed to restore his site or provide a legible, accurate site plan necessary to process a variance request.

Although the applicant submitted a variance application dated February 27, 2026, it contained an illegible drawing illustrating the proposal. Due to the lack of clear details or an updated plan from the applicant, the Planning Department proceeded with the variance request based on field observations, interpreting it as a request to retain the unpermitted paving within the parking setback areas and the Louisville Street right-of-way.

Staff finds the applicant has not met the burden of proof necessary to justify granting the requested variance. Based on the analysis of the criteria contained in Section 3.7.1 staff recommends denial of the request.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 7 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on May 9, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received one in favor of the request (exhibit 1). At the first public hearing, the applicant submitted a site plan to the Board of Adjustment and Appeals (exhibit 2).

At the May 27, 2026, the Board of Adjustments and Appeals voted unanimously to recommend denial of the request.

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle MeCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move to deny the Variance request VA 26-05 based on the staff analysis of the variance criteria in the Unified Development Code in the staff report and the recommendation of the Board of Adjustments and Appeals.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle MeCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public hearing and consideration of VA 26-05 a request for a variance from parking setback requirements located at 301 Highway 12 West in a C zoning district.
Date: May 27, 2026

The purpose of this report is to provide information regarding Variance request by Curt Crissey on behalf of Brewski's for a Variance after the fact from parking setback requirements located at 301 Highway 12 West in a C zoning district with the parcel number 102G-00-034.00. Please see attachments 1- 7.

SUMMARY

The subject property is currently a gas station and convenience store. The building and site are considered legally nonconforming because they existed prior to adoption of the Unified Development Code (UDC) in December 2019. The nonconforming site issues include the parking lot layout. The existing parking lot area does not conform to the development standards of the UDC. Section 3.17.4 of the UDC states that a legal nonconforming features may be continued subject to the following limitations:

A. **Increase in nonconformity prohibited.** No action shall be taken which increases the degree or extent of the nonconformity. Any enlargement, extension, structural alteration, layout changes, access modifications, landscaping, and other changes to the site shall conform to all current requirements use and development standards.

B. **Continuation permitted.** For a development existing before the effective date of current regulations, a feature made nonconforming by a change in use and development standards may continue to exist until any proposed improvements on the site require site plan approval or the existing principal structure on the same site as the nonconforming feature is modified to the extent that the construction cost, as determined by the Building Department, for the modification is less than fifty percent (50%) of its tax assessor's replacement value or an appraised replacement value at the time of modification of the structure only, not including the land. A remodel of an existing structure shall be considered a modification.

In the fall of 2025, the applicant communicated with the City's Engineering Department about relocating a driveway. The Engineering Department provided the applicant with a detailed plan showing the removal of the old drive and the location of the new drive. On September 8, 2025, the applicant responded to the email with plan "This looks good to me…". On September 17, 2025 a right-of-way permit was issued to the applicant (Attachment 3).

On December 8, 2025, the applicant requested the Assistant City Engineer, Stephan Kachelman, to come on site prior to pouring the new sidewalk and driveway. The following day Mr. Kachelman met the applicant and his contractor on site to discuss the project and the phasing of the concrete pour.

On December 10, 2025 at the request of the contractor, Mr. Kachelman inspected the concrete forms for the sidewalk only. At that time, he noted that the forms were sloping in the wrong direction and they needed to be corrected. The following day, at the request of the contractor, Mr. Kachelman returned to inspect the forms. At that time, he approved the forms for the sidewalk only.

On December 23, 2025 at the request of the contractor, Mr. Kachelman inspected the concrete forms for the concrete apron. That is the portion of the driveway between the sidewalk and Louisville Street. Mr. Kachelman approved the form for the apron only. This was the last time that the contractor contacted the city for inspections.

On February 13, 2026, Associate Engineer Chris Williams observed a contractor pouring and finishing concrete in the green space area that was not part of the driveway permit. Mr. Williams spoke with the applicant about him exceeding the scope of the permit. The applicant was told to contact the Building Department on the following Tuesday to rectify the situation.

On February 25, 2025, the City Engineer, Cody Burnett, sent an email informing the applicant that he exceeded the scope of the permit and needs to return the site to its original condition.

On March 16, 2026, City Planner Daniel Havelin and Assistant City Planner Lyle MeCaskey went to observe the site from the right-of-way to determine if it was compliant with the UDC. At that time, it was discovered that the applicant had not only paved the parking setbacks of his property, but also paved the parking setbacks of the adjacent property (Middleton Court Shopping Center). This made both properties illegal nonconformities due to the expansion of an already nonconforming parking lot. The applicant also failed to remove the concrete from the City's right-of-way from the old driveway that was part the permit (Attachment 4).

The applicant met with the Mayor and the City Planner to discuss options for coming into compliance. At that time, he was told to remove all of the concrete within the parking setback on both his property and the adjacent shopping center's property. He would also need to remove the paving within the right-of-way. He was asked if he could apply for a variance to keep the paving. The response was he could apply for a variance for his property, but the adjacent property owner would need to part of the variance for their property. The right-of-way paving can not be part of the variance request because it is just prohibited and needs to be removed.

On March 30, 2026, the Planning Department sent the applicant a notice of violation. The letter gave the applicant 30 days to bring the site into compliance.

On April 9, 2026, the Planning Department sent the property owners of Middleton Court a notice of violation. On April 14, 2026, the attorney representing the property owners of Middleton Court emailed a letter in response to the notice (Attachment 5). Their response letter states "South Star Starkville LLC did not perform, authorize or consent to any of the

work giving rise to the Notice of Violation and had no prior knowledge that work would be conducted on or impacting its Property." The following week the paving on the Middleton Court side of the property line was removed and violation dismissed (Attachment 6).

On April 20, 2026, the applicant contacted Lyle MeCaskey about the notice of violation and variance request. He stated that the concrete on the adjacent property had been removed. Mr. MeCaskey informed him that he needs to provide a legible site plan for the variance application.

On April 21, 2026, the Planning Department sent the applicant a second notice of violation. The letter gave the applicant until April 30, 2026 to either bring the site into compliance or have a complete variance application with a legible site plan. The applicant reached out to Mr. MeCaskey again on April 22, 2026. Mr. MeCaskey explained the letter and the need for an accurate plan illustrating his variance request.

On May 5, 2026, the Planning Department sent the applicant a third notice of violation. The letter explained that the applicant has not corrected the issue or supplied the required site plan illustrating his variance request.

The variance request application is dated February 27, 2026 (Attachment 7). Included in that application was an illegible drawing illustrating the request. Without any further detail on what the applicant is actually requesting, the Planning Department decided to proceed with the variance request without an updated site plan. Therefore, based on field observations and the submitted application materials, staff interprets the request as seeking approval to retain paving located within the required parking setback areas along the southern property line and Louisville Street right-of-way.

Staff finds the applicant has not met the burden of proof necessary to justify granting the requested variance. Based on the analysis of the criteria contained in Section 3.7.1 staff recommends denial of the request.

If the request for Variance is recommended for approval or denial, the applicant's requests will be heard by the Board of Aldermen at the June 2, 2026, meeting.

VARIANCE REQUEST FROM

Commercial Use	
D. Parking Setbacks	C
D1. From primary street	5'
D2. From side street	5'
D3. From side and rear property line	5'
D4. From side and rear property line adjacent to detached residential	See buffer yard requirements
*lots must be of a sufficient size to accommodate the proposed use and meet all subsequent development standards	
**see use chart and additional standards	

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

A. **Special Conditions.** That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.

B. **Literal Interpretation.** That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

C. **Hardship.** That the hardship has not resulted from the actions of the applicant.

D. **Special Privilege.** That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

E. **Minimum Variance.** That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.

F. **Consistency with Comprehensive Plan**. That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

Variance requests are evaluated based on the standards established in Section 3.7.1 of the Unified Development Code. The applicant bears the burden of demonstrating compliance with each applicable criterion.

A. **Special Conditions**. There is no evidence of a special condition relating to the property. Several newer developments and redevelopments in the area comply with the required parking setbacks and applicable nonconformity standards.

B. **Literal Interpretation**. Strict enforcement of the parking setbacks does not deprive the applicant of the continued use of the property.

C. **Hardship**. Any hardship associated with the request results from actions undertaken by the applicant after permit issuance and therefore does not constitute a qualifying hardship under Section 3.7.1.C.

D. **Special Privilege**. Granting this variance would give special privilege to the applicant that was not given to several newer developments and redevelopments in the area.

E. **Minimum Variance**. The applicant had previously had reasonable use of the land. This variance is unnecessary to continued operations of the business and is therefore not a minimum variance.

F. **Consistency with Comprehensive Plan and UDC**. Granting the requested variance would not be consistent with the intent of the Unified Development Code or the City's Comprehensive Plan. The required parking setbacks are intended to provide separation between parking areas, public rights-of-way, and adjacent properties while supporting safe access, drainage, landscaping, and corridor appearance. Allowing paving within required setback areas after unapproved construction would undermine the intent of the UDC's nonconformity provisions and may create precedent for similar encroachments elsewhere in the City.

FINDINGS OF FACT

1. The subject property contains a legally nonconforming parking layout established prior to adoption of the UDC.
2. The applicant obtained a right-of-way permit for driveway modifications only.
3. The applicant installed additional paving beyond the approved permit scope.
4. The additional paving expanded parking into required setback areas.
5. The expansion increased the degree of the site's existing nonconformity.
6. The property remains capable of reasonable commercial use without the requested variance.
7. Any hardship associated with the request resulted from actions undertaken by the applicant or contractor after permit issuance.

NOTIFICATION

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 7 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on May 9, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has had no response to the notifications

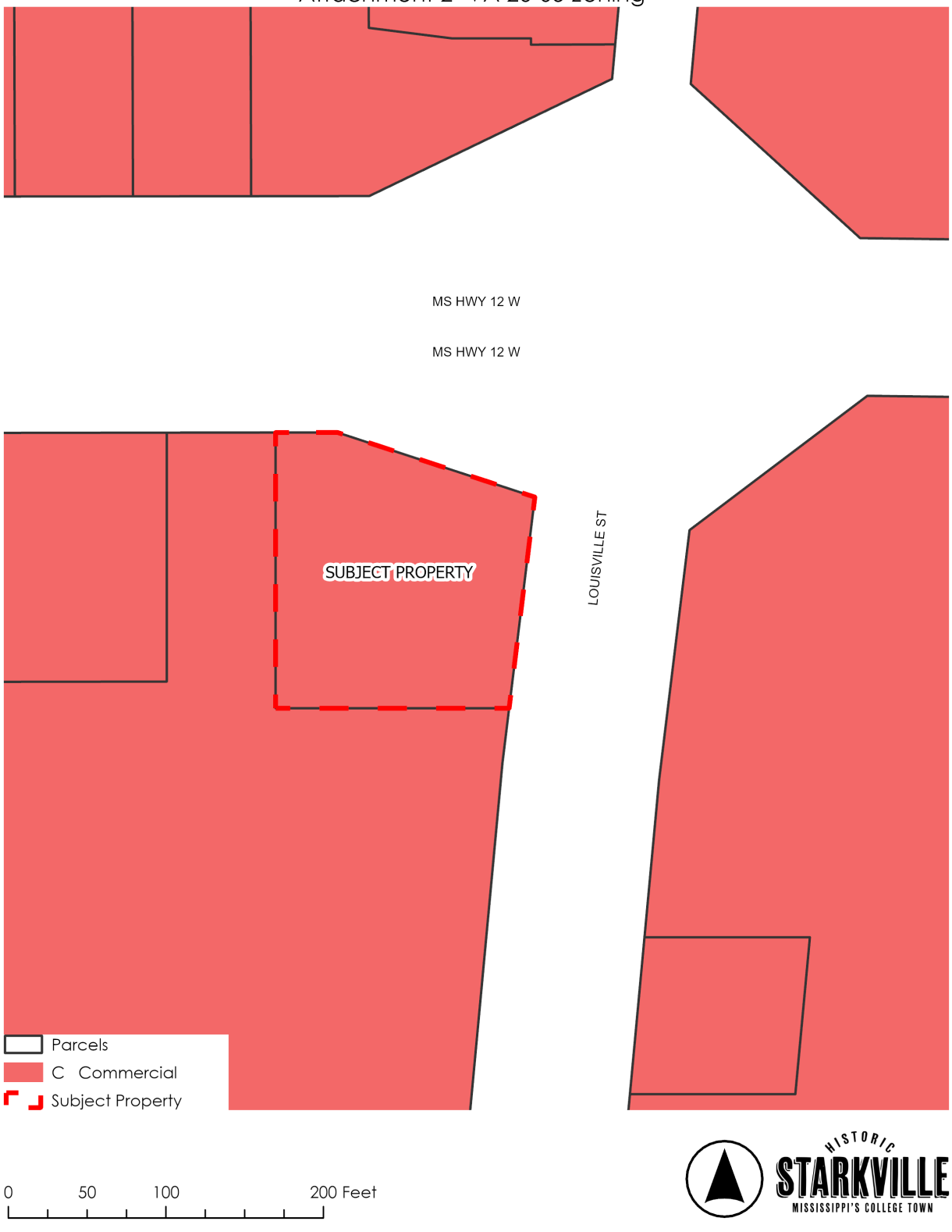
CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

Attachment 1- VA 26-05 Aerial



Attachment 2- VA 26-05 Zoning



RIGHT OF WAY PERMIT

Record Number: EN-25-8
Date Issued: September 17, 2025
Expiration Date:
Occupancy Type:
Structure Type:
Project Type:

Project Location: 33.4536, -88.8225

Applicant
Curt Crissey
P.O. Box 85
Starkville, MS 39760

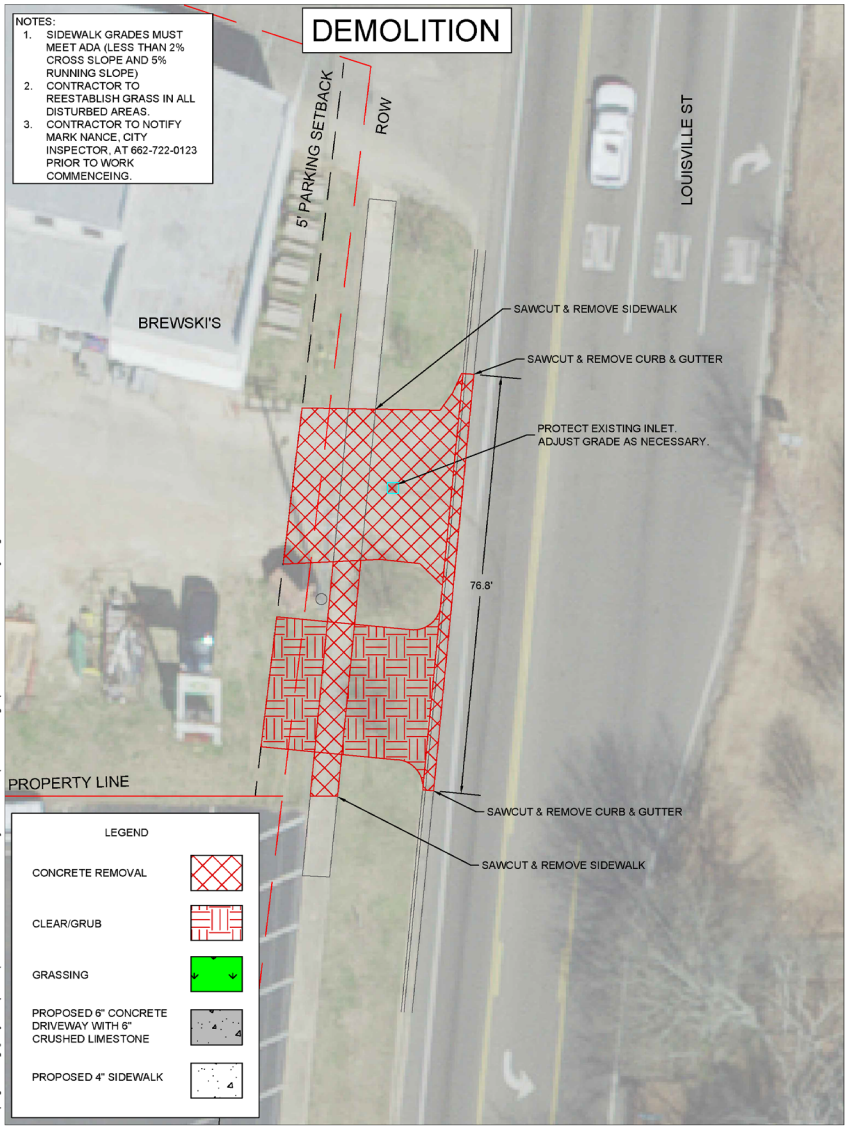
Property Owner
,

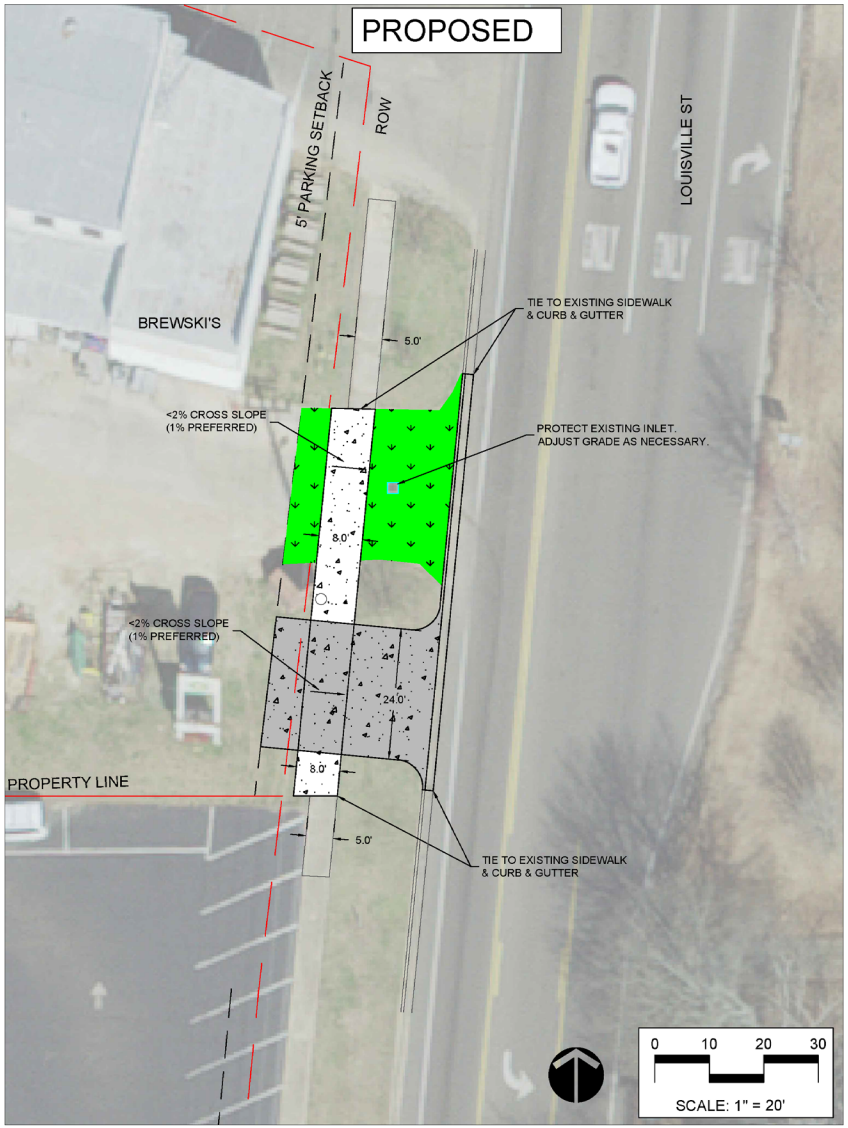
Project Description: Putting in a driveway and closing an exisiting driveway

Any building permit issued in accordance with the Unified Development Code and the Technical Codes shall become invalid unless the work authorized by it has not commenced within ninety (90) days after the issuance of the permit and/or if continuous work has ceased for ninety (90) days or more. The determination of continuous work shall be based on observations by and the opinion of the Building Official. All building permits shall expire after one (1) year except for that residential permits shall expire after two (2) years of the date issued. Any demolition permit shall expire ninety (90) days after issuance of the demolition permit.

Stein McMullen
Building Official
Building Division

Phone: (662) 323-2525
Email: permits@cityofstarkville.org
www.cityofstarkville.org
110 West Main St.
Starkville, MS 39759





z:\engineering\projects\2025\25062-- brewski's driveway relocation\01-- drawings\25062-- brewski's driveway.dwg

Attachment 4

Approximate location of southern property line



Approximate location of eastern property line



Attachment 4

Approximate location of eastern property line



Sidewalk and Driveway Apron



JONES WALKER

Mark T. Davis
D: 601.949.4909
F: 601.949.4649
markdavis@joneswalker.com

April 14, 2026

OVERNIGHT COURIER SERVICE and EMAIL

City of Starkville
Community Development Department
110 West Main Street
Starkville, Mississippi 39759
Attn:
Code Enforcement
codeenforcement@cityofstarkville.org

Daniel Havelin, City Planner
d.havelin@cityofstarkville.org

Lyle MeCaskey, Assistant City Planner
l.mecaskey@cityofstarkville.org

RE: Notice of Violation dated April 9, 2026
Property Owner: South Star Starkville LLC
Property Address: 305–329 Highway 12 West, Starkville, Mississippi
Parcel No. 102G-00-032.00

Dear Mr. Havelin and Mr. MeCaskey:

We represent South Star Starkville LLC, the owner of the shopping center located at 305–329 Highway 12 West, Starkville, Mississippi (the "Property"). This letter is submitted in response to the Notice of Violation dated April 9, 2026 issued by the City of Starkville.

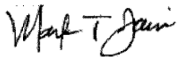
As indicated in the Notice of Violation, the cited conditions arose in connection with construction activities performed on the adjacent property located at 301 Highway 12 (Brewski's) during construction of a new driveway on Louisville Street. South Star Starkville LLC did not perform, authorize or consent to any of the work giving rise to the Notice of Violation and had no prior knowledge that work would be conducted on or impacting its Property.

The paving and site alterations that triggered the Notice of Violation were undertaken solely by the adjacent property owner and included work that encroached onto the Property and into areas that previously served as parking setback and greenspace. These actions resulted in the creation of a nonconforming site condition impacting the Property through no fault of its owner.

South Star Starkville LLC is aligned with the City's enforcement objectives and has formally demanded that the adjacent property owner remove the unauthorized paving and site alterations and restore the affected areas to their prior, code-compliant condition. South Star Starkville LLC does not support and will not pursue a variance to retain the existing conditions and has made this position clear to the adjacent property owner. However, South Star Starkville LLC respectfully requests that enforcement actions, fines, or penalties associated with the violation be directed to the party who performed and caused the unauthorized work, as South Star Starkville LLC did not contribute to or benefit from the violation.

If you have any questions or if I may be of further assistance, please do not hesitate to contact me.

Sincerely,
Jones Walker LLP, as attorneys for South Star Starkville LLC



Mark T. Davis, Partner

MTD

#111557265v2

Attachment 6

Approximate location of southern property line



Approximate location of eastern property line



Attachment 6

Pavement removed from Middleton Court property



VARIANCE APPLICATION

City of Starkville
110 West Main Street
Starkville, MS 39759
Ph:662.323.2525
Email: planning@cityofstarkville.org

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

APPLICANT'S INFORMATION

Name: Brewski's (Curt Crissey) **Phone:** 662-769-2878
Company Name: Brewski's
Email: roseybaby2@aol.com
Address: 301 Highway 12 Starkville MS 39759

PROPERTY OWNER'S INFORMATION *(IF NOT APPLICANT)*

Name: Curt Crissey **Phone:** 662-769-2878
Email: roseybaby2@aol.com
Address: P.O. Box 85 Starkville, MS 39760

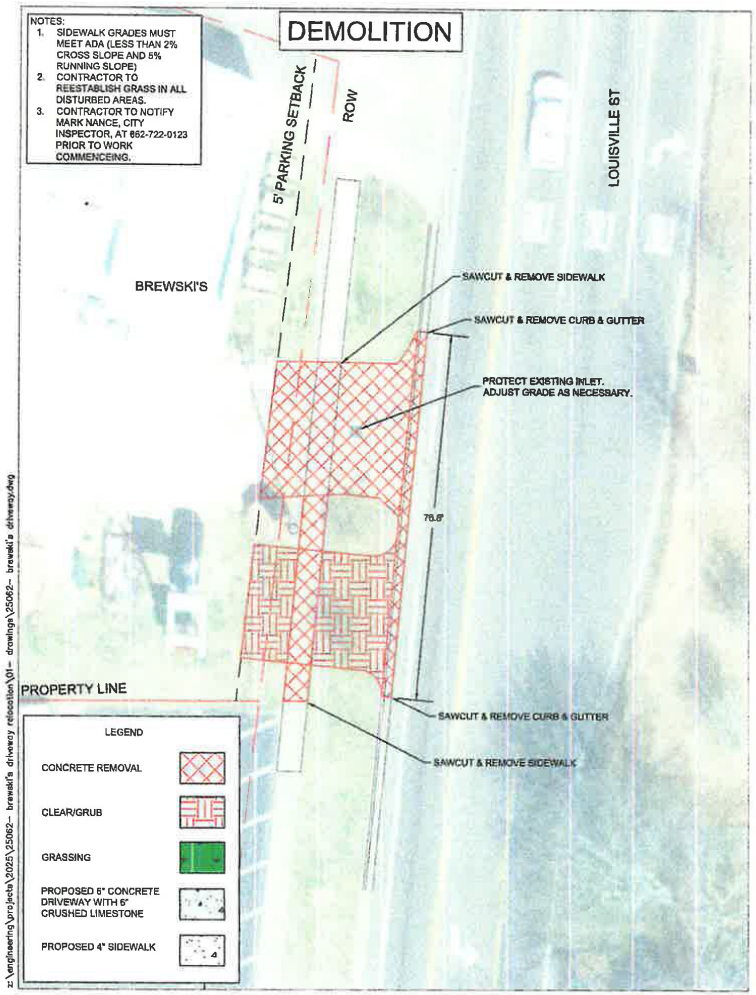
PROPERTY INFORMATION

Property Address: 301 Highwey 12 Starkville, MS 39759
Parcel Number: **Current Zone District:** Select One

PROJECT INFORMATION

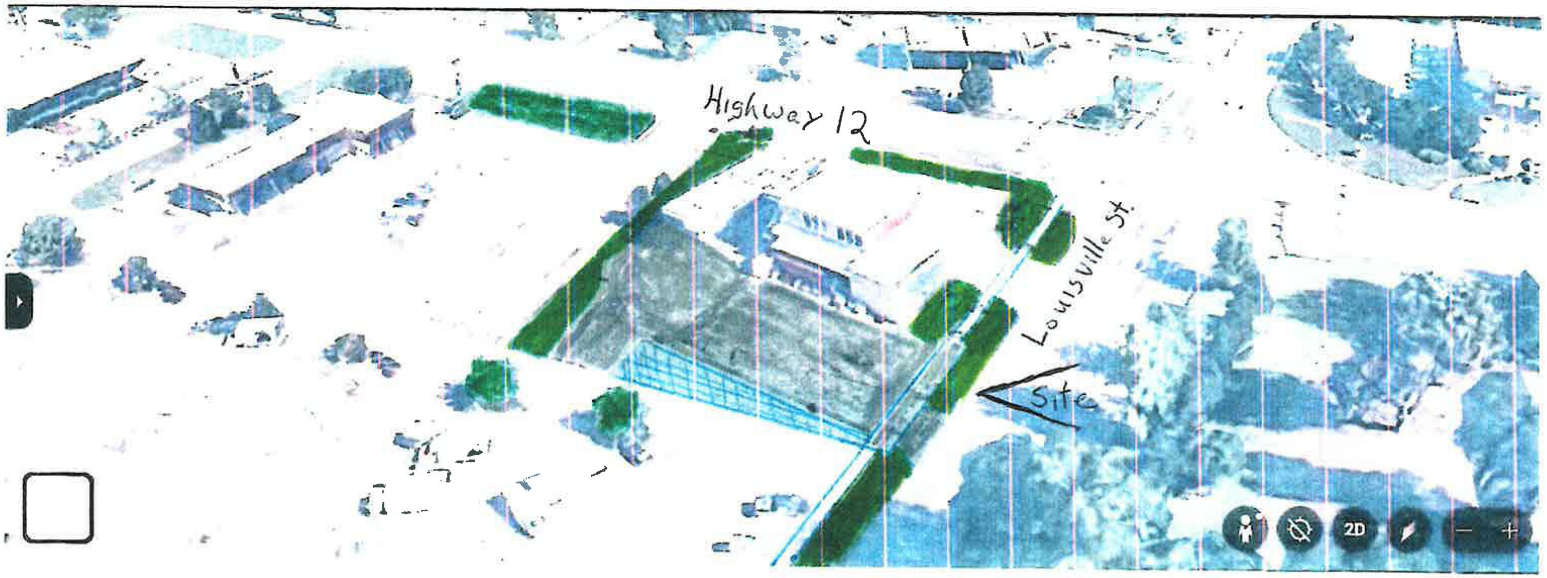
Project Name: Brewski's Parking lot
Project Description: I am asking to allow the concrete to remain in place located in the prescribed variance area.

Applicant's Signature: **Date:** 2/27/26
Property Owner's Signature: **Date:** 2/27/26


NOTES:
1. SIDEWALK GRADES MUST MEET ADA (LESS THAN 2% CROSS SLOPE AND 5% RUNNING SLOPE)
2. CONTRACTOR TO REESTABLISH GRASS IN ALL DISTURBED AREAS.
3. CONTRACTOR TO NOTIFY MARK NANCE, CITY INSPECTOR, AT 662-722-0123 PRIOR TO WORK COMMENCEING.
DEMOLITION
5' PARKING SETBACK
ROW
LOUISVILLE ST
BREWSKI'S
SAWCUT & REMOVE SIDEWALK
SAWCUT & REMOVE CURB & GUTTER
PROTECT EXISTING INLET. ADJUST GRADE AS NECESSARY.
76.8'
PROPERTY LINE
SAWCUT & REMOVE CURB & GUTTER
SAWCUT & REMOVE SIDEWALK
LEGEND
CONCRETE REMOVAL
CLEAR/GRUB
GRASSING
PROPOSED 5" CONCRETE DRIVEWAY WITH 6" CRUSHED LIMESTONE
PROPOSED 4" SIDEWALK
z:\engineering projects\2025\25062 - brewski's driveway relocation\01 - drawings\25062 - brewski's driveway.dwg


PROPOSED
5' PARKING SETBACK
ROW
LOUISVILLE ST
BREWSKI'S
TIE TO EXISTING SIDEWALK & CURB & GUTTER
8.0'
<2% CROSS SLOPE (1% PREFERRED)
PROTECT EXISTING INLET. ADJUST GRADE AS NECESSARY.
8.0'
<2% CROSS SLOPE (1% PREFERRED)
24.0'
8.0'
PROPERTY LINE
5.0'
TIE TO EXISTING SIDEWALK & CURB & GUTTER
0 10 20 30
SCALE: 1" = 20'

301 Highway 12
Starkville, MS



- Green Space
- Existing and new parking
- Area for Variance

Daniel Havelin <d.havelin@cityofstarkville.org>

VA 26-05 Request for Variance

Tim Alford <tim.alford@cbsbank.net> Tue, May 26, 2026 at 8:11 AM
To: "d.havelin@cityofstarkville.org" <d.havelin@cityofstarkville.org>, "l.mecaskey@cityofstarkville.org" <l.mecaskey@cityofstarkville.org>

Good morning…this email is to inform you that CB&S Bank has no objection to the request for variance referenced above regarding the property located at 301 MS Highway 12 West. Should you have questions or need additional information, please do not hesitate to contact me.

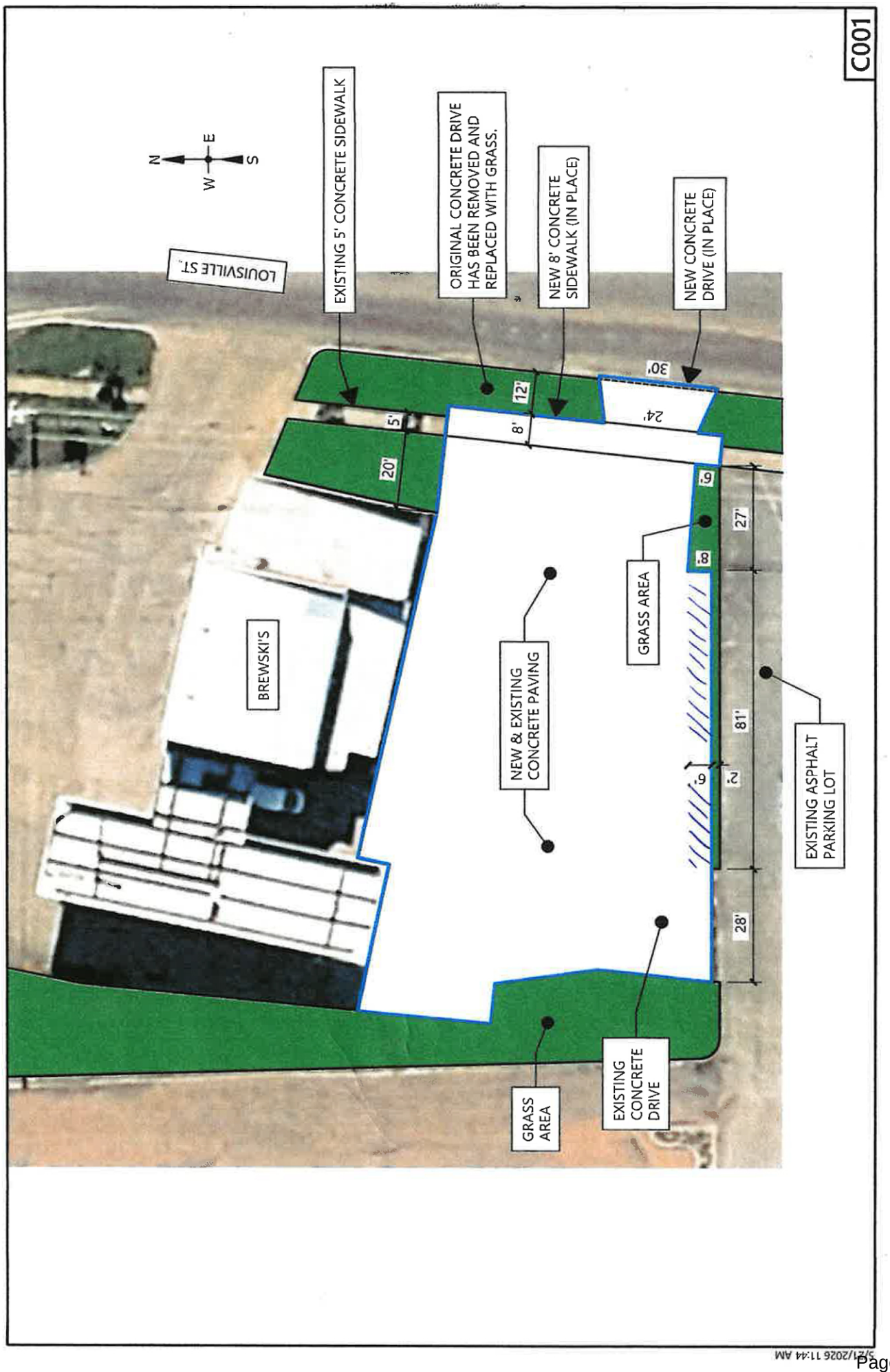
Thank you.

Tim Alford | FMA, RPA
Senior Vice President
Branching Facilities Director
CB&S Bank, Inc.
P.O. Box 910
200 Jackson Ave. South
Russellville, AL 35653
Office: (256) 331-8463
Mobile: (256) 810-2833

Connect with us!

cbsbank.com

This email message is private and may contain confidential or privileged information


C001
N
E
W
S
LOUISVILLE ST.
EXISTING 5' CONCRETE SIDEWALK
ORIGINAL CONCRETE DRIVE HAS BEEN REMOVED AND REPLACED WITH GRASS.
NEW 8' CONCRETE SIDEWALK (IN PLACE)
NEW CONCRETE DRIVE (IN PLACE)
30'
12'
24'
8'
5'
20'
6'
27'
8'
81'
6'
2'
28'
BREWSKI'S
NEW & EXISTING CONCRETE PAVING
GRASS AREA
EXISTING ASPHALT PARKING LOT
GRASS AREA
EXISTING CONCRETE DRIVE
5/21/2026 11:44 AM

AGENDA ITEM DEPT.: Police Department
CITY OF STARKVILLE COVER SHEET **AGENDA DATE:** June 2, 2026
RECOMMENDATION FOR BOARD ACTION **PAGE:** Page 1 of 18

SUBJECT:
Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located at 101 FAIRFIELD DR, STARKVILLE, MS 39759, with the parcel number 101M-00-003.00, and is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

SUMMARY:
Initial inspection of 101 FAIRFIELD DR, STARKVILLE, MS 39759, with the parcel number 101M-00-003.00 ,was performed by Code Enforcement Officer Michael Harvey on February 20, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as rotting wood on the base of the front pillars. The facia and weather strips were also rotten and hanging loose. There also appeared to be some rotten wood around the window frame.

A Notice of Violation was mailed to GARDNER CHRISTOPHER A , the property owner of the 101 Fairfield DR, STARKVILLE, MS 39759, as well as the property address on March 4, 2026 by Officer Michael. Harvey.

On April 28, 2026 a neighbor filed a complaint to Code Enforcement advising the building is causing issues to their subdivision as it may be providing a habitat for unwanted wildlife and vermin in the area. They are also concerned with the overall upkeep of the property being neglected. The neighbor provided photos that they had taken of 101 Fairfield. These photos provided a closer view of the property and showed vegetation covering one of the brick walls and starting to take over part of the porch area. The photos also showed holes in portions of the fascia and soffit around the building.

An Administrative Inspection Warrant was signed by Judge Kelley on May 13, 2026 and served on May 19, 2026. Building Official Stein McMullen was present during the execution of this warrant. The Administrative Inspection Warrant showed rotten wood all around the outside of the house. The soffit of the house is rotten and missing in some places. Inside the back part of the home a portion of the roof has collapsed, causing a large hole that allows sunlight and the exterior elements to enter the interior of the structure. There are holes and cracks in several of the walls along with major water damage and mold.

Notices of the Public Hearing were posted on the front entrance window at City Hall and on the property on May 19, 2026. A Notice of Public Hearing was mailed on May 19, 2026, to the property tax payer/owner, GARDNER CHRISTOPHER A. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

REQUESTING DEPARTMENT: Police-Code Enforcement

DIRECTOR'S AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Michael Harvey @ 662-323-4131

SUGGESTED MOTION:
Move to determine the property, located at 101 Fairfield DR, STARKVILLE, MS 39759, with the parcel number 101M-00-003.00 , is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the city take action to remove the structure on this property.

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at https://www.cityofstarkville.org/ under the City Ordinances then Unified Development Code.

16.1 Nuisance
16.1.1 General Nuisance
16.1.2 Nuisance Prohibited
16.1.3 Nuisance Violation

A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

A. Accumulation of noxious weeds and other rank vegetation.

B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.

C. Any condition which provides harborage for rats, mice, snakes and other vermin.

D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.

E. All unauthorized noises and vibrations, including animal noises.

F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.

G. The carcasses of animals or fowl not disposed of within a reasonable time after death.

H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.

I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.

J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.

K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

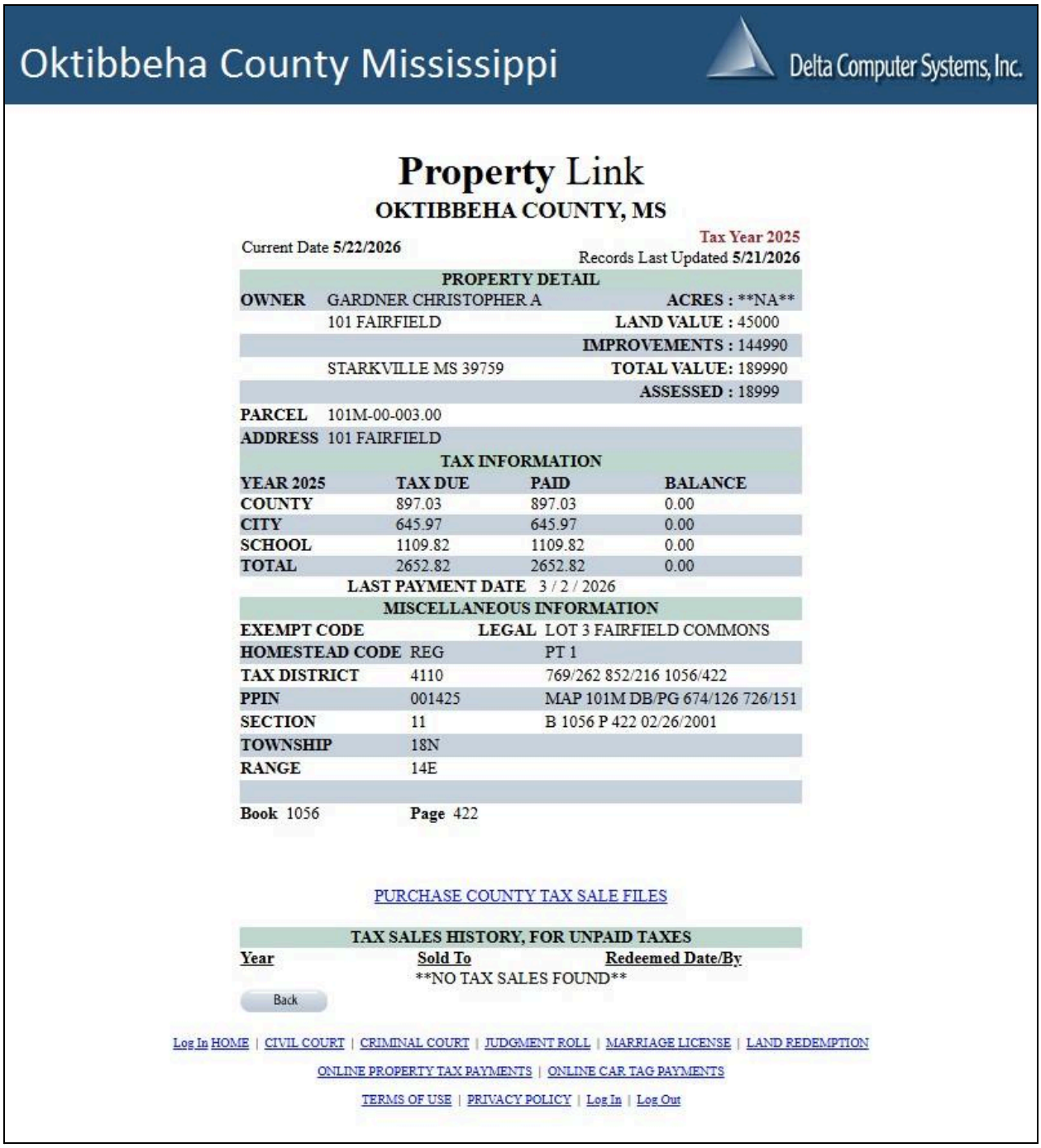
(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted.

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars ($20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

101 Fairfield DR, STARKVILLE, MS 39759, with the parcel number 101M-00-003.00 (Property Link)



Oktibbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date **5/22/2026**

Tax Year 2025

Records Last Updated **5/21/2026**

PROPERTY DETAIL			
OWNER	GARDNER CHRISTOPHER A	**ACRES :** **NA**	
	101 FAIRFIELD	**LAND VALUE :** 45000	
		IMPROVEMENTS : 144990	
	STARKVILLE MS 39759	**TOTAL VALUE:** 189990	
		ASSESSED : 18999	
PARCEL	101M-00-003.00		
ADDRESS	101 FAIRFIELD		

TAX INFORMATION			
YEAR 2025	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	897.03	897.03	0.00
CITY	645.97	645.97	0.00
SCHOOL	1109.82	1109.82	0.00
TOTAL	2652.82	2652.82	0.00

LAST PAYMENT DATE 3 / 2 / 2026

MISCELLANEOUS INFORMATION			
EXEMPT CODE		**LEGAL**	LOT 3 FAIRFIELD COMMONS
HOMESTEAD CODE	REG		PT 1
TAX DISTRICT	4110		769/262 852/216 1056/422
PPIN	001425		MAP 101M DB/PG 674/126 726/151
SECTION	11		B 1056 P 422 02/26/2001
TOWNSHIP	18N		
RANGE	14E		

Book 1056 **Page** 422

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	**Sold To**	**Redeemed Date/By**
	NO TAX SALES FOUND	

Back

Log In HOME | CIVIL COURT | CRIMINAL COURT | JUDGMENT ROLL | MARRIAGE LICENSE | LAND REDEMPTION

ONLINE PROPERTY TAX PAYMENTS | ONLINE CAR TAG PAYMENTS

TERMS OF USE | PRIVACY POLICY | Log In | Log Out

First Notice of Violation issued on March 4, 2026.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

City of Starkville
110 W Main Street
Starkville, MS 39759

NOTICE OF VIOLATION

Violation Address:
101 FAIRFIELD DR ,
STARKVILLE, MISSISSIPPI, 39759

Date: March 4, 2026
Case Number: CE-26-44
Parcel Number: 101M-00-003.00

Name: CHRISTOPHER A GARDNER
Owner Address: 101 FAIRFIELD STARKVILLE MISSISSIPPI, 39759

Dear Property Owner or Tenant,
The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

This letter is an official written notice that you have until March 12, 2026 to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

304.1	IPMC 304.1 General	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
304.1.1	IPMC 304.1.1 Unsafe conditions	The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1.The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength. 2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects. 3.Structures or components thereof that have reached their limit state. 4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight. 5.Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects. 6.Foundation systems that are not firmly supported by footings, are not plumb and free from

The photographs below were taken from the public view at the city road by Officer Harvey at the first inspection on February 20, 2026 at approximately 14:30 hrs.

Call #	26-005116	**Dispatcher**	HARVEY, M
Date/Time	02/20/2026 14:32:17	**Disposition**	NO ACTION
Type	CODE ENFORCEMENT	**Zone**	3
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

103 SHEFFIELD CT
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	14:32:17	14:32:17	15:18:31		

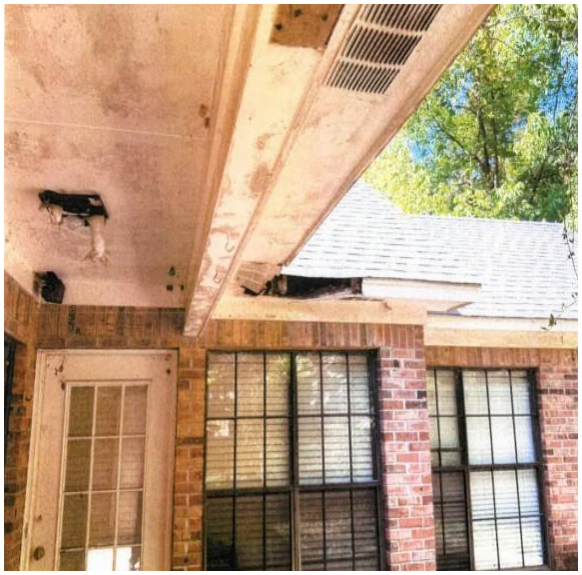
Notes

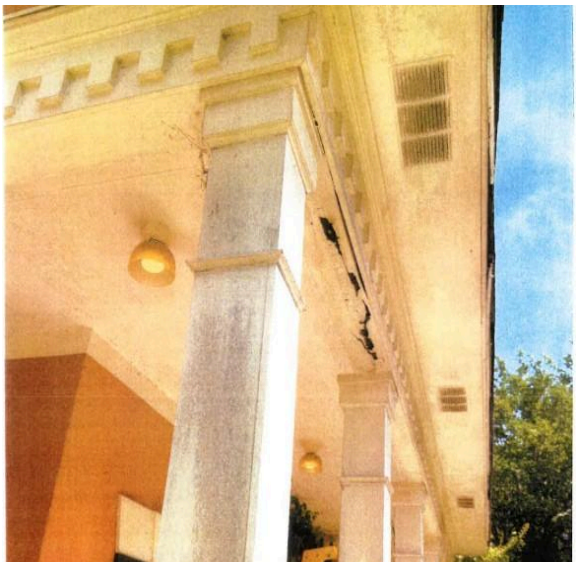


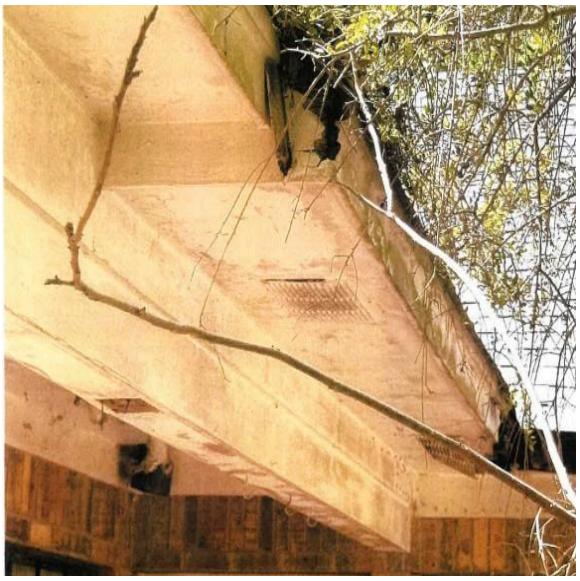




The following photographs were provided by a neighbor on April 28:









GARDNER CHRISTOPHER A
101 FAIRFIELD DR
STARKVILLE MS 39759

MAY 19, 2026

NOTICE

PARCEL NUMBER: 101M-00-003.00

101 FAIRFIELD DR, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on JUNE 2, 2026, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main St for the purpose of determining whether the property referenced above is in such a state of uncleanliness 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.

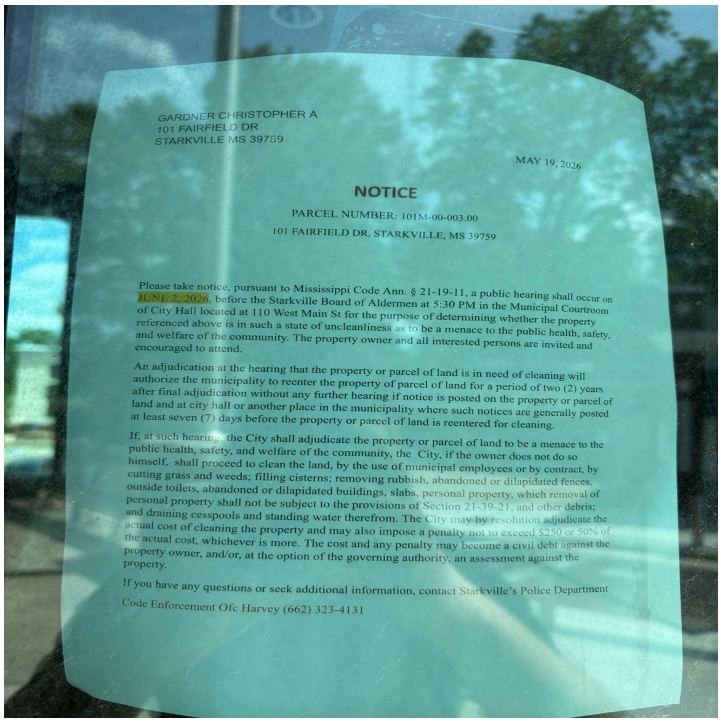
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and 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 Ofc Harvey (662) 323-4131

The photograph below was taken by Officer Harvey on May 19, 2026, of the Public Hearing Notice posted in the front window at City Hall.

(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



GARDNER CHRISTOPHER A
101 FAIRFIELD DR
STARKVILLE MS 39759

MAY 19, 2026

NOTICE

PARCEL NUMBER: 101M-00-003.00

101 FAIRFIELD DR, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on JUNE 2, 2026, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main St for the purpose of determining whether the property referenced above is in such a state of uncleanliness 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 Ofc Harvey (662) 323-4131

(CALLCARD)

Call #	26-017027	**Dispatcher**	HARVEY, M
Date/Time	05/19/2026 10:54:42	**Disposition**	NO ACTION
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

CITY HALL

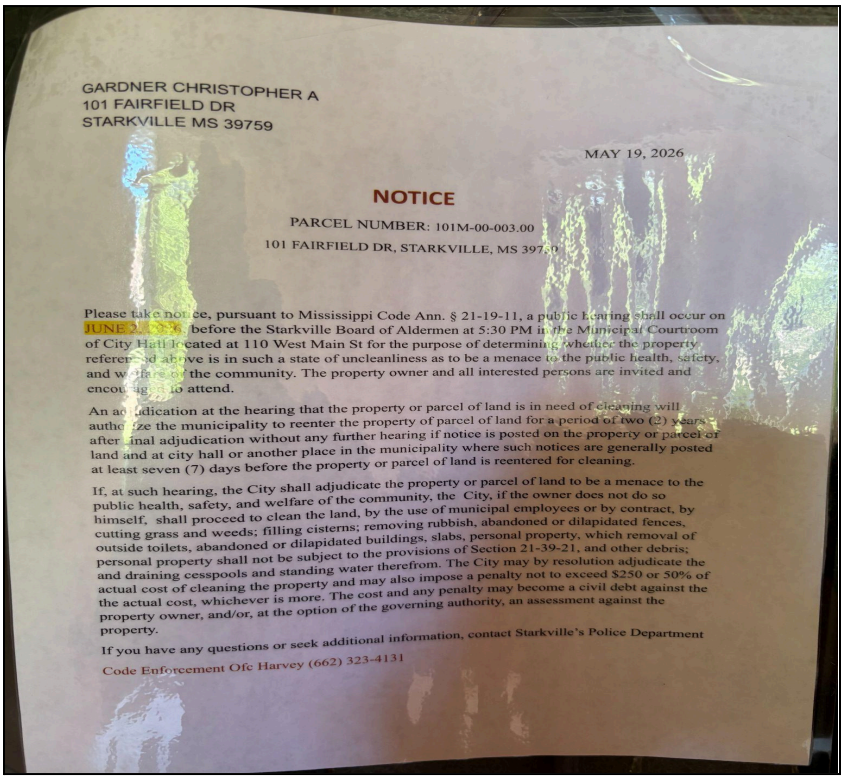
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	10:54:42	10:54:42	11:16:06		

Notes

5/19/2026 10:56:07 AM	HARVEY, M	POSTING P.H FOR 49 CHOCTAW DR, 101 FAIRFIELD DR, 1710ARROWHEAD DR

Public Hearing notice was posted on the property by Officer Harvey on May 19, 2026.



GARDNER CHRISTOPHER A
101 FAIRFIELD DR
STARKVILLE MS 39759

MAY 19, 2026

NOTICE

PARCEL NUMBER: 101M-00-003.00
101 FAIRFIELD DR, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on JUNE 2, 2026, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main St for the purpose of determining whether the property referenced above is in such a state of uncleanliness 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 Ofc Harvey (662) 323-4131

(Call Card)

STARKVILLE POLICE DEPT
Calls For Service

from 05/13/2026
thru 05/20/2026 10:10

Call # 26-017004
Date/Time 05/19/2026 08:37:57
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch 05/19/2026 08:38:04

Dispatcher STREEVAL,
Disposition NO ACTION
Zone

Location Address
101 FAIRFIELD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	08:37:57	08:37:57	09:10:33		
MIGLIORE,	08:38:11	08:38:13	08:59:51		

Notes

5/19/2026 8:37:57 AM	STREEVAL,	State: MS Plate Type: PC Plate Year: 2026
5/19/2026 8:42:43 AM	STREEVAL,	10-33 CLEARING RESIDENCE
5/19/2026 8:44:57 AM	STREEVAL,	10-33 LIFTED
5/19/2026 9:10:29 AM	STREEVAL,	BUILDING OFFICAL MCMULLIN WAS PRESENT AND PICS WAS TOOK WARRANTS SERVED

Public Hearing notice mailed to the property & property owner via US mail on May 19, 2026.

(PHOTOS OF MAIL SENT)



(Call Card)

Call # 26-017053 **Dispatcher** HARVEY, M
Date/Time 05/19/2026 13:16:08 **Disposition** NO ACTION
Type CODE ENFORCEMENT **Zone**
How Rcvd OFFICER INITIATED
Sent To Dispatch

Location Address

POST OFFICE

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	13:16:08	13:16:08	13:26:46		

Notes

5/19/2026 1:26:38 PM	HARVEY, M	MAILED P.H HEARINGS FOR 1710 ARROWHEAD DR AND 101 FAIRFIELD DR

This Administrative Inspection Warrant was executed by Officer Michael Harvey, and Building Official Stein McMullen on May 19, 2026, at approximately 0830 hrs. Photographs were taken of the property and of the structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Ofc. Michael Harvey, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:

The entire property and house, including any locked or secured rooms or compartments at 101 FAIRFIELD DR., Starkville, Oktibbeha County, Mississippi, Parcel #101M-00-003.00 , and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

GARDNER CHRISTOPHER A and Unknown Persons.

3. That said things particularly described as follows:

Any and all evidence of structural damage and unsanitary health conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11 (HEALTH, SAFETY, AND WELFARE).

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

This warrant shall be executed within 10 days of the date of issuance.

Judge

(CALL CARD)

STARKVILLE POLICE DEPT

from 05/13/2026
thru 05/20/2026 10:10

Calls For Service

Call # 26-017004
Date/Time 05/19/2026 08:37:57
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch 05/19/2026 08:38:04

Dispatcher STREEVAL,
Disposition NO ACTION
Zone

Location Address

101 FAIRFIELD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	08:37:57	08:37:57	09:10:33		
MIGLIORE,	08:38:11	08:38:13	08:59:51		

Notes

5/19/2026 8:37:57 AM	STREEVAL,	State: MS Plate Type: PC Plate Year: 2026
5/19/2026 8:42:43 AM	STREEVAL,	10-33 CLEARING RESIDENCE































CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Mayors Office
AGENDA DATE: June 2, 2026

SUBJECT:
CONSIDERATION OF CALLING FOR THE FIRST OF TWO PUBLIC HEARINGS TO UPDATE THE UNIFIED DEVELOPMENT CODE TO ESTABLISH A SHORT-TERM RENTAL REGISTRY AND OTHER RELATED TOPICS.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:
N/A

REQUESTING DEPARTMENT:
Mayors Office

DIRECTOR'S AUTHORIZATION:

SUMMARY:

The Unified Development Code (UDC) was officially adopted in December 2019, and the most recent amendment was made on February 17, 2026. In February 2022, Section 17.6 Rental Housing Code was added to the UDC. The proposed change is to add Short-Term Rentals (STRs) to Section 17. This will allow for the establishment of a registry of all STRs within the city.

The Board of Aldermen will hold at least two public hearings. The date, location, and time of the hearings will be announced before the hearings.

FOR MORE INFORMATION CONTACT:
DANIEL HAVELIN @662-323-2525 EXT. 3136

SUGGESTED MOTION:
MOVE APPROVAL OF CALLING FOR THE FIRST OF TWO PUBLIC HEARINGS TO UPDATE THE UDC TO ESTABLISH A SHORT-TERM RENTAL REGISTRY.

ORDINANCE NO. 2026-__

ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI, FOR AMENDING THE UNIFIED DEVELOPMENT CODE SECTION 17.6 RENTAL HOUSING CODE TO ADDRESS SHORT-TERM RENTALS AND RELATED MATTERS

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 3, 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

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Mayors Office
AGENDA DATE: June 2, 2026

SUBJECT:
CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND CITY OF STARKVILLE ORDINANCE 26-01 TO REFLECT A CHANGE DUE TO A SCRIVENER'S ERROR IN SECTION 2 NEEDING TO STATE "ALCOHOLIC BEVERAGES" IN LIEU OF "LIGHT BEER AND WINE"

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:
N/A

REQUESTING DEPARTMENT:
Mayors Office

DIRECTOR'S AUTHORIZATION:

SUMMARY:

FOR MORE INFORMATION CONTACT:
MAYOR LYNN SPRUILL 662-323-2525 EXT. 3108 OR 662-648-9706

SUGGESTED MOTION:
MOVE APPROVAL OF CALLING FOR A PUBLIC HEARING TO AMEND CITY OF STARKVILLE ORDINANCE 26-01 TO CORRECT A SCRIVENER'S ERROR.

ORDINANCE NO. 2026-01

AN ORDINANCE AMENDING CHAPTER 4, ALCOHOLIC BEVERAGES, ARTICLE 4.3.01(D), HOURS OF SALE, TO PROVIDE FOR ADDITIONAL HOURS OF SALE FOR SUNDAY MORNING TO EXPAND FROM 11:00 AM TO 10:00 AM; AND FOR RELATED PURPOSES

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI:

WHEREAS, the City of Starkville, Mississippi, is a municipal corporation, organized and existing under the laws of the State of Mississippi; and

WHEREAS,; the City of Starkville has determined that the current hours of sale for alcohol on Sundays provide inadequate opportunity for customers of restaurants within the city limits to provide full service brunch options; and

WHEREAS, the governing authority of the City of Starkville, Mississippi, has determined and hereby finds that the City of Starkville restaurant businesses would benefit from those additional hours; and

WHEREAS, the governing authority of the City of Starkville, Mississippi, has determined and hereby finds that such an extension of sales hours would not be a detriment to any city obligation or services; and

WHEREAS, the proposed extension of hours is allowed by and does not contradict state law, as codified in Miss. Code Ann. §67-3-1 *et seq*.; and

WHEREAS, the governing authority of the City of Starkville, Mississippi, has further determined that the proposed expansion would be in the best interests of the City of Starkville to request such extension of hours from the regulatory State of Mississippi authority serving under the Department of Revenue as the Alcohol Beverage Control approval and enforcement for sale of other alcoholic beverages; and

WHEREAS, nothing herein is intended to abrogate the licensing and permitting requirements contained in Miss. Code Ann. §67-3-1 *et seq.*

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI AS FOLLOWS:

SECTION 1. ADOPTION OF FINDINGS: The matters, facts and things recited in the above and foregoing Preamble to this Ordinance are hereby adopted as official findings of the Governing Authority of the City of Starkville.

SECTION 2. Section 4.3.01(D) of Starkville's Code of Ordinances is amended as follows:

Hours of sale

No alcoholic beverages shall be sold for on-premises or off-premises consumption between the hours of 12:00 midnight and 7:00 a.m. on Monday through Wednesday. The legal hours shall be extended on Thursday, Friday, and Saturday nights from 12:00 midnight to 1:00 a.m. No alcoholic beverages shall be sold for on-premises or off-premises consumption between the hours of 1:00 a.m. and 10:00 a.m. on Sunday and after 12:00 midnight on Sunday night.

SECTION 4. RESERVATION OF RIGHTS : The City reserves the right to modify or repeal this ordinance at any time, with or without notice, by order of the Board of Aldermen.

SECTION 5. REPEAL AND CONFLICTS. All ordinances or parts thereof that address beer and light wine sales and consumption in conflict with this ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE: This ordinance shall be effective upon approval as required by law, execution and publication.

The above and foregoing Ordinance, having been first reduced to writing, was introduced by Alderman _____, seconded by Alderman _____, and adopted by the following roll call vote:

Alderman Kim Moreland Voted:	___
Alderman Sandra Sistrunk Voted:	___
Alderman Kyle Skinner Voted:	___
Alderman W. Mike Brooks Voted:	___
Alderman William Pochop Voted:	___
Alderman Roy A'. Perkins Voted:	___
Alderman Henry Vaughn, Sr. Voted	___

The Mayor thereby declared the motion carried and the Ordinance adopted, this the _____ day of _____, A.D., 2026.

(SEAL)

ATTEST: **ADOPTED**

CITY CLERK **MAYOR**

Lynn Spruill <l.spruill@cityofstarkville.org>

City of Starkville ABC request for hour extension

Jessica Long <Jessica.Long@dor.ms.gov>
To: "l.spruill@cityofstarkville.org" <l.spruill@cityofstarkville.org>

Thu, May 21, 2026 at 2:49 PM

Ms. Spruill,

ABC received your follow up (thank you for that) and did some investigating. A minor inconsistency has been found and forwarded to me for review.

Your February request asks for the hours of sale for alcohol to be amended based on an earlier ordinance passed by the Board of Alderman. The issue is that the ordinance (though referencing "alcohol" in the meeting agenda, in the public hearings, and even in the heading and recitals of the ordinance) in Section 2 states "beer and light wine" and not alcoholic beverages.

If Starkville can simply replace "beer and light wine" with "alcoholic beverages" in the first and fourth lines, the order from ABC can be issued. You can send the revised ordinance to me.

Let me know if you have any questions.

Jessica Leigh Long
Attorney
Legal Division
P.O. Box 22828
Jackson, Mississippi 39225-2828
Telephone: (601) 923-7412
Facsimile: (601) 923-7423

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

From: Paulette Davis <Paulette.Davis@dor.ms.gov>
Subject: FW: City of Starkville ABC request for hour extension

From: Lynn Spruill <l.spruill@cityofstarkville.org>
Sent: Thursday, May 21, 2026 10:04 AM
To: Paulette Davis <Paulette.Davis@dor.ms.gov>
Subject: Re: City of Starkville ABC request for hour extension

THIS EMAIL IS FROM AN EXTERNAL SENDER.

DO NOT click links, open attachments, or provide any information if the sender is unknown or the email is unexpected.

Ms. Davis,

I am following up to confirm our request to the City of Starkville to expand our Sunday hours to 10:00 AM. I checked the website and the Sunday hours still reflect the 11:00 AM time slot for the sale of alcohol.

Is there anything else I need to provide for the commission to make this change?

Thank you for your assistance in this matter.

Best Regards

D. Lynn Spruill

Mayor

City of Starkville

On Mon, Mar 30, 2026 at 10:45 AM Lynn Spruill <l.spruill@cityofstarkville.org> wrote:

> Ms. Davis,
>
> Thank you so much for taking my call this morning. Please see the attached letter and ordinance from our meeting to reflect the city's action.
>
> Best Regards

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Mayors Office
AGENDA DATE: June 2, 2026

SUBJECT:
CONSIDERATION OF THE APPROVAL OF A RESOLUTION DECLARING THE INTENT TO ADOPT THE DEFINITION OF HOTEL AND MOTEL AS AUTHORIZED IN SENATE BILL 2805 AND MS CODE SECTION 27-65-23.1 AND SUBMITTING TO THE STATE TAX COMMISSION

AUTHORIZATION HISTORY:
In the legislation that was passed as a local and private for the City of Starkville that definition was reduced from 6 rooms down to 4 rooms. The state legislature subsequently removed that room count definition and has enacted it as MS Code Section 27-65-23.1. As part of that enactment, the municipalities who have the hotel/motel tax must adopt a resolution recognizing that distinction and submit it to the State Tax Commission.

AMOUNT & SOURCE OF FUNDING:
N/A

REQUESTING DEPARTMENT:
Mayors Office

DIRECTOR'S AUTHORIZATION:

SUMMARY:

FOR MORE INFORMATION CONTACT:
Lynn Spruill @ 662-323-2525 ext. 3108 or l.spruill@cityofstarkville.org

SUGGESTED MOTION:
Move approval of the resolution to adopt the definition of hotel and motel as authorized by Senate Bill 2805 and submitting to the State Tax Commission.

RESOLUTION TO REFLECT THE INTENT OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE TO COLLECT THE AUTHORIZED SALES TAX ON HOTEL AND MOTEL AS REDEFINED THROUGH SENATE BILL 2805 IN MS CODE SECTION 27-65-23.1

WHEREAS, the Mayor and Board of Aldermen of Starkville, Mississippi (the "Board"), acting for and on behalf of the City of Starkville, Mississippi (the "City" or "Starkville"), do hereby find, determine and adjudicate as follows:

1. Pursuant to 1986 SB 2792, the Mississippi Legislature authorized Starkville to levy upon every person, firm or corporation operating a motel or hotel in the City a tax at a rate not to exceed two percent (2%) of the gross proceeds of sales from room rentals of hotels and motels in the City. That legislation defined "hotel" or "motel" as "a place of lodging with more than six (6) rental units that at any one (1) time will accommodate transient guests on a daily or weekly basis and that is known to the trade as such."

2. Pursuant to 2019 HB 1565, the Mississippi Legislature authorized the City of Starkville to impose a tax upon every person, firm or corporation operating a motel or hotel in the City at a rate not to exceed one percent (1%) of the gross proceeds of room rentals for each such hotel or motel. That legislation defined "hotel" or "motel" as "any establishment engaged in the business of furnishing or providing rooms intended or designed for dwelling, lodging or sleeping purposes to transient guests."

3. Pursuant to 2023 HB 1792 which amended Chapter 854, Local and Private Laws of 1986 to change the definition of hotel and motel to include an establishment with four (4) rooms in the aggregate on behalf of the City of Starkville.

5. Pursuant to Senate Bill 2805 creating the legislative enactment of Mississippi Code 1972 (2024) Section 27-5-23.1 redefining hotel or motel for purposes of certain taxes levied under authority of local and private laws authorizes the City of Starkville to declare the intention to include such entities for the purposes of the collection of said taxes.

6. The Mayor and Board of Aldermen of the City of Starkville do find that the adoption of Senate Bill 2805 provides for reasonable and fair treatment of similarly situated hotels, motels and short-term rentals providing services for revenue that is taxed for funds to be used for promoting tourism and supporting economic development through sports tourism.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Alderman of the City of Starkville intends to include the definition of hotel or motel as allowed by Senate Bill 2805.

After discussion, Alderman _____ moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman _____. The Mayor then put the question to a vote, and the result was as follows:

Alderman Kim Moreland	Voted: _____
Alderman Sandra Sistrunk	Voted: _____
Alderman Kyle Skinner	Voted: _____
Alderman Mike Brooks	Voted: _____
Alderman William Pochop	Voted: _____
Alderman Roy A'. Perkins	Voted: _____
Alderman Henry N. Vaughn	Voted: _____

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi on the 2nd day of June 2026.

_____
D. Lynn Spruill, Mayor
Starkville, Mississippi

ATTEST

_____
Joanna McLaurin, City Clerk
Starkville, Mississippi

JUSTIA

Go to Other Versions of The Mississippi Code

Mississippi Code 1972 (2024)
Title 27 - TAXATION AND FINANCE (§§ 27-1-1 — 27-117-15)
Chapter 65 - SALES TAX (§§ 27-65-1 — 27-65-243)
IN GENERAL (§§ 27-65-1 — 27-65-111)
Section 27-65-23.1 - Definition of hotel or motel for purposes of certain taxes levied under authority of local and private laws

Universal Citation:
MS Code § 27-65-23.1 (2024)

‹ Previous Next ›

(1) Subject to the provisions of this section, for any tax levied and collected under the authority of a local and private law of the State of Mississippi ("local and private law"), that is levied or imposed on the gross proceeds or gross income from room rentals of hotels or motels and is collected and paid to the State Tax Commission in the same or similar manner that state sales taxes are collected and paid, the term "hotel" or "motel" also shall include (regardless of how such term is defined in the local and private law) any entity or individual engaged in the business of furnishing

or providing one or more rooms intended or designed for dwelling, lodging or sleeping purposes that at any one time will accommodate transient guests and that are known to the trade as such and includes every building or other structure kept, used, maintained or advertised as, or held out to the public to be, a place where sleeping accommodations are supplied for pay or other consideration to transient guests regardless of the number of rooms, units, suites or cabins available, excluding nursing homes or institutions for the aged or infirm as defined in Section 43-11-1 and personal care homes.

(2) If the definition of hotel or motel provided in the local and private law authorizing the tax does not include the entities described in subsection (1) of this section, then the provisions of subsection (1) of this section shall not apply unless the county board of supervisors or municipal governing authorities, as appropriate, authorized to levy the tax under the local and private law, adopts a resolution declaring their intention to include such entities for the purposes of the tax. If the county board of supervisors or municipal governing authorities, as appropriate, adopts such a resolution, then at least thirty (30) days before the effective date of the levy of the tax upon the entities described in subsection (1) of this section, the county board of supervisors or municipal governing authorities, as appropriate, shall furnish to the State Tax Commission a certified copy of such resolution.

Laws, 2007, ch. 526, § 3, eff. 4/18/2007.

‹ Previous **Next ›**

Disclaimer: These codes may not be the most recent version. Mississippi may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Airport
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST APPROVAL OF CLEARWATER CONSULTANTS INC. WORK AUTHORIZATION 26-03 FOR THE 2026 AIP PROJECT PHASE II RUNWAY 18/36 EXTENSION AND RELATED IMPROVEMENTS.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:
2026 FAA AIP Grant

REQUESTING DEPARTMENT:
Airport

DIRECTOR'S AUTHORIZATION:
Rodney Lincoln, Airport Director

SUMMARY:
This Work Authorization is for Phase II of the Runway and Taxiway extension project. It will be funded by the 2026 FAA AIP Grant at 95%, MDOT 2.5% and a local match of 2.5%.

FOR MORE INFORMATION CONTACT:
Rodney Lincoln

SUGGESTED MOTION:
Move approval of Clearwater Consultants Inc. Work Authorization 26-03 for the AIP Project Phase II Runway 18/36 Extension and Related Improvements

EXHIBIT A

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 26-03

2026 AIP Project – Phase II Runway 18/36 Extension, Subgrade, Base, Paving, Lighting and Related Improvements

Project Identification No. 3-28-0068-034-2026 Date: May xx, 2026

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("Owner") and Clearwater Consultants, Inc. ("ENGINEER") dated July 2023.

Scope of Services

The Engineer shall provide Professional Services for adaptation of design to phased construction, alternative analysis and design of utility relocation and related, construction administration, Resident Project Representative, materials and quality control/assurance testing for the 2026 AIP Project which shall be comprised of construction of subgrade, base, paving, lighting and other improvements related to runway and parallel taxiway extension. See attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Time of performance will be 6 months from receipt of the 2026 AIP Grant Agreement.

Compensation

1. Basic Services:

(a)	Grant Application, Administration and Close-Out	Lump Sum of	$ 28,500
(b)	Adaptation of Design to Phased Construction, Electrical Utility Relocation and Related	Lump Sum of	$ 52,000
(c)	Bidding and Contract Award Phase	Lump Sum of	$ 14,500
(d)	Construction Engineering and Administration	Lump Sum of	$ 62,500

2. Special Services: Budget for Special Services is as follows:

(a)	Resident Project Representative	$ 78,000
(b)	Survey	$ 14,000
(c)	Environmental	$ 12,000
(d)	Construction Q/A Testing	$ 55,000

Actual compensation for Special Services will be invoiced according to the Rate Schedule presented as Exhibit C.

Agree as to Scope of Services, Time of Performance and Compensation:

City of Starkville	**Clearwater Consultants, Inc.**
_____	_____
Honorable D. Lynn Spruill, Mayor	Carey Hardin, P.E., President

EXHIBIT B – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 26-03

2026 AIP Project – Phase II Runway 18/36 Extension, Subgrade, Base, Paving, Lighting and Related Improvements

PROJECT DESCRIPTION:

The OWNER intends to perform runway extension, re-alignment, lighting, extension of parallel taxiway and related improvements to George M. Bryan Field (hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

A. PROJECT DEVELOPMENT PHASE: After authorization to proceed the ENGINEER shall:

1. Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.

2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in Section II and act as OWNER'S representative in connection with such services. Assist the OWNER in contracting for such services.

3. Prepare preliminary designs necessary to determine the type, size, and scope of the improvement project based upon projected aviation activity and current airport standards.

4. Prepare preliminary statement of probable construction cost for the project.

5. Prepare applications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance.

B. DESIGN PHASE: After the level of funding available is determined the ENGINEER shall:

In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project. If necessary, modify the previously prepared design to accommodate phased construction as required to match the budget available.

The most current version of the following design criteria and standard, as well as other applicable standards will be used during the design of the PROJECT:

- FAA AC 150/5300-13 Airport Design
- FAA AC 150/5370-10 Standard Specifications for Construction of Airports

1. Advise the Owner of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys.

2. Prepare detailed drawings, specifications and contract documents for the project.

3. Submit appropriate documents to state and federal agencies for approvals.

4. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.

C. BID PHASE: During the Bid Phase, the ENGINEER shall provide the following services:

1. Assist the OWNER in advertising, securing bids, tabulation and analysis of bid results.

2. Assist the OWNER in final application for project funding.

3. Assist the Owner in award of the contract for construction.

D. CONSTRUCTION PHASE: During the Construction Phase, the ENGINEER shall provide the following services:

1. Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.

2. Make visits to the site at various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. ENGINEER shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.

3. Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 7 business days from receipt.

4. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist the OWNER in monitoring the quality of construction.

5. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to a change in field conditions or changes to the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.

6. Advise the OWNER of needed special services (Section II) and assist the OWNER in the acquisition of such services as appropriate.

7. Check and certify the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.

8. From information provided by the resident project representative and surveys made under special services or by others, compute final quantities of work completed by contractors on the project.

9. Make a final inspection with OWNER and government representatives of the completed work and provide a report of ENGINEER'S recommendation regarding contractor's final payment.

10. Prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.

11. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to properly perform duties undertaken by the ENGINEER under this Agreement.

12. Provide assistance with project close out including preparation of a "Summary and Distribution of Project Costs."

13. Record Drawing preparation.

SECTION II – SPECIAL SERVICES

At the request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER'S own forces or through subcontracts with other professionals. Special services which may be requested may include, but are not necessarily limited to the following:

A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.

B. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.

C. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.

D. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.

E. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.

F. Extra Work Created by Design Changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.

G. Extra Work Required to Revise Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.

H. Preparation of updates to the Airport Layout Plan as directed by the OWNER.

I. Preparation of Disadvantaged Business Enterprise (DBE) Plans and/or Updates for existing DBE Plans, as required.

SECTION III – OWNER'S RESPONSIBILITIES

A. Provide full information as to the requirements for the PROJECT.

B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. This includes providing topographical information/files to be used for design on this project.

C. Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.

E. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.

F. Access to the Site. Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services.

SECTION IV – TITLE VI ASSURANCES

During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest agree as follows:

A. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereinafter incorporated by reference and made a part of this contract.

B. Non-Discrimination. The ENGINEER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the

Regulations, including employment practices when the contract covers a program set forth in Appendix B of Regulations.

C. Solicitations for Subcontracts, Including Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, such potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

D. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Non-Compliance. In the event of the ENGINEER's non-compliance with the non-discrimination provisions of this Agreement, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the ENGINEER under the Agreement until the ENGINEER complies; and/or
2. Cancellation, termination, or suspension of the Agreement in whole or in part.

F. Incorporation of Provisions. The ENGINEER shall include the provisions of Paragraphs A through E of Section D.10. in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the OWNER, and, in addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

G. DBE Assurances:

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have a maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

2. DBE Obligation. The ENGINEER agrees to ensure that DBE's participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The ENGINEER or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Clearwater Consultants, Inc.
Rate Schedule - 2026

Project Manager	$ 175.00/Hour
Project Engineer III	$ 155.00/Hour
Project Engineer II	$ 135.00/Hour
Engineer Intern	$ 105.00/Hour
CAD Designer/Draftsman	$ 125.00/Hour
Field Technician III (RPR)	$ 105.00/Hour
Field Technician II (RPR)	$ 75.00/Hour
Clerical/Admin/Data Processing	$ 55.00/Hour

Travel

Auto	$ 0.60/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.
Lodging & Meals	Actual Cost
Other Direct Expenses	Actual Cost + 15%

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Airport
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST APPROVAL OF FAA 3-28-0068-034-2026 GRANT APPLICATION FOR PHASE II OF THE RUNWAY AND PARALLEL TAXIWAY EXTENSION PROJECT IN THE AMOUNT OF $3,952,249.00 WITH A CITY MATCH OF $36,402.28

AUTHORIZATION HISTORY:
Phase I of this Runway and Taxiway Extension Project was approved on Sept 2, 2025 with a project total of $2,774,350.52 and the City's local match of $24,275.57.

AMOUNT & SOURCE OF FUNDING:
$3,952,249.00 (95% FAA), ($104,006.50 MDOT 2.5%), ($104,006.50 local 2.5% - $36,402.28 City, $36,402.28 County and $31,201.94 MSU)

REQUESTING DEPARTMENT:
Airport

DIRECTOR'S AUTHORIZATION:
Rodney Lincoln, Airport Director

SUMMARY:
The total of Runway and Taxiway Extension Phase II (Engineering & Construction) is $4,160,262.00, with $3,952,249.00 (95% FAA), ($104,006.50 MDOT 2.5%), ($104,006.50 local 2.5% - $36,402.28 City, $36,402.28 County and $31,201.94 MSU)

FOR MORE INFORMATION CONTACT:
Rodney Lincoln

SUGGESTED MOTION:
Move to Approve of FAA 3-28-0068-034-2026 Grant Application for Phase II of the Runway and Parallel Taxiway Extension Project in the amount of $3,952,249.00 with a city match of $36,402.28

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
3-28-0068-034-2026	

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	City of Starkville, MS

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
64-6001082	1419207980000

d. Address:

* Street1:	City Hall, 110 West Main Street
Street2:	
* City:	Starkville
County/Parish:	Oktibbeha
* State:	MS: Mississippi
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	39759-2823

e. Organizational Unit:

Department Name:	Division Name:
City of Starkville	Starkville/Oktibbeha County Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mr.	* First Name:	Carey
Middle Name:			
* Last Name:	Hardin		
Suffix:	P.E.		

Title:	Project Manager
Organizational Affiliation:	Clearwater Consultants, Inc.
* Telephone Number:	(662) 323-8000
Fax Number:	(662) 323-2200
* Email:	cfh@clearwaterconsultants.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

3-28-0068-034-2026

Title:

Airport Improvement Program

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Runway and Parallel Taxiway Extension and Related Items

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: MS003 * b. Program/Project: MS003

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 09/01/2026 * b. End Date: 08/31/2027

18. Estimated Funding ($):

* a. Federal	3,952,249.00
* b. Applicant	104,007.00
* c. State	104,006.00
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	4,160,262.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Rodney

Middle Name:

* Last Name: Lincoln

Suffix:

* Title: Airport Director

* Telephone Number: (662) 418-5900 Fax Number:

* Email: rlincoln@cityofstarkville.org

* Signature of Authorized Representative: Rodney Lincoln * Date Signed: 05/21/2026

GRANT AGREEMENT
ENGINEERING WORKSHEET

PART A (PREPARED BY AIRPORT OWNER'S ENGINEER OR REPRESENTATIVE)

Airport: George M. Bryan Field				Location: Starkville, MS			Proj. No.: 3-28-0068-034-2026		
Brief Item Description *(See reverse for typical descriptions)*	% Fed	Units	RW	(1) Const or Land Cost	(2) Eng./Land Incidental	(3) Admin	(4) Total	(5) Federal	(6) Non-Federal
Phase II Runway & Parallel Taxiway Extension and Related	95			$ 3,748,762	$ 288,000	$ 28,500	$ 4,065,262	$ 3,861,999	$ 203,263
							$ -	$ -	$ -
Concrete Crushing/Disposal	95			$ 50,000			$ 50,000	$ 47,500	$ 2,500
							$ -	$ -	$ -
Electrical Utility Relocation	95			$ 25,000			$ 25,000	$ 23,750	$ 1,250
							$ -	$ -	$ -
PAPI Flight Check	95			$ 20,000			$ 20,000	$ 19,000	$ 1,000
							$ -	$ -	$ -
							$ -	$ -	$ -
TOTALS				$ 3,843,762	$ 288,000	$ 28,500	$ 4,160,262	$ 3,952,249	$ 208,013

(7) Recommended work description for grant offer:

Phase II Runway and Parallel Taxiway Extension and Related

(8) Justification for any increase in T/A amount of N/A *(if no increase, enter "N/A"):*

Signature of Airport Owner's Engineer:  **Date: May 20, 2026**

PART B (PREPARED BY FAA ENGINEER)
Land Acquisition and Relocation Assistance Only

	Yes	No		Yes	No
1. People or businessed (were/are) loc'd on land?			4a. Land costs are based on apprasials, or		
2. Only necessary land is included?			b. based on actual costs for reimbursements?		
3. Land costs are reasonable?			5. Requested land not in previous GA & deleted?		

All Projects (Land and Construction)

	Yes	No		Yes	No
6. Exhibit "A" received and correct?			12. P & S are in accordance with EIS / FONSI?		
7. Project application signed and correct?			13. Costs are reasonable?		
8. All work in P & S in grant offer?			14. Air/water quality certification received?		
9. Stage construction?			15. Sponsor legally obligated to relocate utility?		
10. Cost based on bids?			16a. Surplus property land sale proceeds available?		
11. Force account?			b. If so, are they applied to this project?		

17. Comments on above numbered items

18. Recommended special conditions for grant:

Signature of FAA Project Manager: **Date:**

JAN-ADO 5100-4 (4/3/2001)

CITY OF STARKVILLE COVERSHEET

RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Community Development - Planning

AGENDA DATE: June 2, 2026

SUBJECT:

DISCUSSION AND CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO AMEND THE UNIFIED DEVELOPMENT CODE.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:

Community Development - Planning

DIRECTOR'S AUTHORIZATION:

Daniel Havelin, City Planner

SUMMARY:

The Unified Development Code was officially adopted in December 2019, and the most recent amendment was made on February 17, 2026. The proposed changes include, but are not limited to, variance reapplication clauses, adjustment to the side setback requirements, single-detached dwelling unit limits, food truck signage and tent restrictions, fence height measurement, temporary 5G telecommunication guidelines, parking and right-of-way lighting, align the solid waste section with the city's solid waste ordinances. This update affects multiple sections of the code, including but not limited to Sections 3, 5, 6, 10, 13, 14, and 17.

The Board of Aldermen will hold at least two public hearings. The date, location, and time of the hearings will be announced before the hearings.

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle MeCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval to call for two public hearings to amend the Unified Development Code.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Engineering
AGENDA DATE: June 2, 2026

SUBJECT:
CONSIDERATION OF APPROVING THE LOW BID FROM ECON CONSTRUCTION, INC IN THE AMOUNT OF $91,205.18 FOR THE BRUSH ARBOR CEMETERY PROJECT.

AUTHORIZATION HISTORY:

4-21-2026: Permission from Board of Aldermen to advertise for construction bids.

AMOUNT & SOURCE OF FUNDING:

America 250 Grant-$15,000

Mississippi Hills National Heritage Area Community Grant- $20,000

Capital Funds $56,205.18

REQUESTING DEPARTMENT:
Engineering

DIRECTOR'S AUTHORIZATION:
Cody Burnett, City Engineer

SUMMARY:

This project is for improvements to Brush Arbor Cemetery entrance along University Drive. It is being partially funded by two different grants and capital improvements funds.

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

Chris Williams @ 662-323-2525 ext. 3122 or c.williams@cityofstarkville.org

Stephen Kachelman @ 662-323-2525 ext. 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

MOVE TO APPROVE THE LOW BID FROM ECON CONSTRUCTION, INC IN THE AMOUNT OF $91,205.18 FOR THE BRUSH ARBOR CEMETERY PROJECT.

CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

25068 - Brush Arbor Cemetery Project

Bid Tabulation - May 21, 2026

					Engineer's Estimate		**ECON Construction, Inc**		GroundStone Construction LLC.		Hannon LLC		Phillips Contracting Co., Inc.	
Line No.	Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	201-A001	Clearing and Grubbing	1.0	LS	$ 500.00	$ 500.00	$ 775.53	$ 775.53	$ 1,500.00	$ 1,500.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00
2	202-B073	Removal of Concrete Pavement & Steps (All Depths)	59.0	SY	$ 40.00	$ 2,360.00	$ 23.84	$ 1,406.56	$ 50.00	$ 2,950.00	$ 10.00	$ 590.00	$ 30.00	$ 1,770.00
3	203-I001	Site Grading	315.0	SY	$ 25.00	$ 7,875.00	$ 9.44	$ 2,973.60	$ 10.00	$ 3,150.00	$ 5.00	$ 1,575.00	$ 23.00	$ 7,245.00
4	216-A001	Solid Sod	140.0	SY	$ 15.00	$ 2,100.00	$ 7.47	$ 1,045.80	$ 20.00	$ 2,800.00	$ 15.00	$ 2,100.00	$ 5.00	$ 700.00
5	907-234-A001	Silt Fence	190.0	LF	$ 15.00	$ 2,850.00	$ 5.18	$ 984.20	$ 22.50	$ 4,275.00	$ 5.00	$ 950.00	$ 1.00	$ 190.00
6	503-C010	Saw Cut, Full depth	20.0	LF	$ 40.00	$ 800.00	$ 9.23	$ 184.60	$ 20.00	$ 400.00	$ 15.00	$ 300.00	$ 5.00	$ 100.00
7	907-504-A004	Concrete Sidewalk, with Fiber Reinforcement	100.0	SY	$ 120.00	$ 12,000.00	$ 52.95	$ 5,295.00	$ 120.00	$ 12,000.00	$ 115.00	$ 11,500.00	$ 93.00	$ 9,300.00
8	609-B002	6" Header Curb	5.0	LF	$ 100.00	$ 500.00	$ 80.22	$ 401.10	$ 50.00	$ 250.00	$ 50.00	$ 250.00	$ 200.00	$ 1,000.00
9	618-A001	Maintenance of Traffic	1.0	LS	$ 14,000.00	$ 14,000.00	$ 8,122.00	$ 8,122.00	$ 4,500.00	$ 4,500.00	$ 2,500.00	$ 2,500.00	$ 8,680.00	$ 8,680.00
10	619-D3001	Relocate Sign	1.0	EA	$ 400.00	$ 400.00	$ 615.30	$ 615.30	$ 600.00	$ 600.00	$ 350.00	$ 350.00	$ 950.00	$ 950.00
11	620-A001	Mobilization	1.0	LS	$ 15,000.00	$ 15,000.00	$ 2,150.00	$ 2,150.00	$ 1,500.00	$ 1,500.00	$ 3,500.00	$ 3,500.00	$ 7,500.00	$ 7,500.00
12	PP001	Retaining Wall	133.0	LF	$ 400.00	$ 53,200.00	$ 288.49	$ 38,369.17	$ 440.00	$ 58,520.00	$ 342.25	$ 45,519.25	$ 230.00	$ 30,590.00
13	PP002	6" Concrete Edge Restraint	22.0	LF	$ 50.00	$ 1,100.00	$ 86.05	$ 1,893.10	$ 30.00	$ 660.00	$ 50.00	$ 1,100.00	$ 125.00	$ 2,750.00
14	PP003	Concrete Steps	33.0	SF	$ 75.00	$ 2,475.00	$ 136.32	$ 4,498.56	$ 90.00	$ 2,970.00	$ 155.00	$ 5,115.00	$ 270.00	$ 8,910.00
15	PP004	Pedestrian Brick Pavers	515.0	SF	$ 65.00	$ 33,475.00	$ 29.42	$ 15,151.30	$ 30.00	$ 15,450.00	$ 61.25	$ 31,543.75	$ 40.00	$ 20,600.00
16	PP005	Handrail	20.0	LF	$ 90.00	$ 1,800.00	$ 221.51	$ 4,430.20	$ 135.00	$ 2,700.00	$ 125.00	$ 2,500.00	$ 312.00	$ 6,240.00
17	PP006	Bike Racks	2.0	EA	$ 400.00	$ 800.00	$ 739.58	$ 1,479.16	$ 475.00	$ 950.00	$ 485.00	$ 970.00	$ 600.00	$ 1,200.00
18	PP007	Treewell Prep	2.0	EA	$ 1,000.00	$ 2,000.00	$ 715.00	$ 1,430.00	$ 250.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,500.00	$ 3,000.00
					Base Bid Total=	$ 153,235.00		**$ 91,205.18**		$ 115,675.00		$ 114,863.00		$ 112,225.00
							LOW BID							

Math error. Unit Price Governs

Phillips Contracting Co., Inc. submitted Base Bid was $113,075.00

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.

Signature

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Engineering
AGENDA DATE: June 2, 2026

SUBJECT:
CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH ARCHITECTONICS, LLC. TO PROVIDE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE LIBRARY RENOVATION PROJECT.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

8% of construction cost to be funded by private donation. Current project budget of $1 million would have a design contract of $80,000.

Fund 302

REQUESTING DEPARTMENT:
Engineering

DIRECTOR'S AUTHORIZATION:
Cody Burnett, City Engineer

SUMMARY:

This proposal is for design and construction administration services for the Library Renovation Project that will provide much needed repairs to the Starkville Branch of the Starkville-Oktibbeha County Public Library System.

FOR MORE INFORMATION CONTACT:
Chris Williams @ 662-323-2525 ext. 3122 or c.williams@cityofstarkville.org
Stephen Kachelman @ 662-323-2525 ext. 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move to approve the professional services agreement with Architectonics, LLC. to provide design and construction administration services for the Library Renovation Project.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of April in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Starkville
110 West Main Street
Starkville, MS 39759
662-323-2525

and the Architect:
(Name, legal status, address and other information)

Architectonics pllc
300A Greensboro St
Starkville, MS 39759
6626155588

for the following Project:
(Name, location and detailed description)

Starkville Libary Renovations
326 University Drive
Starkville, MS 39759
Renovation of Starkville Public Library, exterior renovation including new windows and new entry. Interior renovations including restrooms, flooring, ceiling, lights and other improvements

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

renovations to exterior and interior of existing building

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

existing building and site

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

1,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

n.a.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lynn Spruill
110 West Main Street
Starkville, MS 39759
662-323-2525
l.spruill@cityofstarkville.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Phillip Carter
Starkville Public Library

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

n.a.

.2 Civil Engineer:

n.a.

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Thomas Stewart, AIA
300A Greensboro St

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

Starkville, MS 39759
6627690685
thomas@architectonics.info

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

n.a.

.2 Mechanical Engineer:

ERG
Chad Moore, PE

.3 Electrical Engineer:

Shultz-Wynne
Mike Wynne, PE

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and One Million Dollars and Zero Cents ($ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Fifty Thousand Dollars and Zero Cents ($ 50,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and One Million Dollars and Zero Cents ($ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- **.1** facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- **.2** organizing and participating in selection interviews with prospective contractors;
- **.3** preparing responses to questions from prospective contractors and providing clarifications and

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	not provided
§ 4.1.1.2 Multiple preliminary designs	not provided
§ 4.1.1.3 Measured drawings	not provided
§ 4.1.1.4 Existing facilities surveys	not provided
§ 4.1.1.5 Site evaluation and planning	not provided
§ 4.1.1.6 Building Information Model management responsibilities	not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	not provided
§ 4.1.1.8 Civil engineering	not provided

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

§ 4.1.1.9 Landscape design	architect
§ 4.1.1.10 Architectural interior design	architect
§ 4.1.1.11 Value analysis	not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	not provided
§ 4.1.1.13 On-site project representation	not provided
§ 4.1.1.14 Conformed documents for construction	not provided
§ 4.1.1.15 As-designed record drawings	not provided
§ 4.1.1.16 As-constructed record drawings	not provided
§ 4.1.1.17 Post-occupancy evaluation	not provided
§ 4.1.1.18 Facility support services	not provided
§ 4.1.1.19 Tenant-related services	not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	not provided
§ 4.1.1.21 Telecommunications/data design	not provided
§ 4.1.1.22 Security evaluation and planning	not provided
§ 4.1.1.23 Commissioning	not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	not provided
§ 4.1.1.25 Fast-track design services	not provided
§ 4.1.1.26 Multiple bid packages	not provided
§ 4.1.1.27 Historic preservation	not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	not provided
§ 4.1.1.29 Other services provided by specialty Consultants	not provided
§ 4.1.1.30 Other Supplemental Services	not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Thirty-Five (35) visits to the site by the Architect during construction

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

percentage complete at time of termination plus 50% of fee for next phase of contract.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

n.a.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight (8.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

$150/hr

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

$150/hr

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

$150/hr

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20.00%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty percent (20.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Forty percent (40.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Fifteen percent (15.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

Employee or Category	Rate ($0.00)
Architect	150
engineer	160
inspector	100
clerical	65

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twenty percent (20.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

10.00 % monthly

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Billing to be based on latest estimate of cost until which time project is bid, then on the lowest bid, then on the contract total amount. billings for previous phases will be adjusted to the latest total cost of the work.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY: Lynn Spruill	BY: Thomas Stewart, AIA
(Printed name and title)	*(Printed name, title, and license number if required)*

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:36:48 CDT on 04/15/2026 under Subscription No.20250138122 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69dfd49c5f1b2d23ced1ae9d)

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Engineering
AGENDA DATE: June 2, 2026

SUBJECT:
CONSIDERATION OF ACCEPTING THE MAIN STREET REVITALIZATION GRANT FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE NORTH JACKSON ST PROJECT.

AUTHORIZATION HISTORY:
The MOA with the Starkville Main Street Association regarding this grant was approved at the May 19th, 2026 Board of Alderman Meeting.

AMOUNT & SOURCE OF FUNDING:
Mississippi Main Street Revitalization Grant
Grant Amount: $500,000
Required Match from OCEDA: $100,000

REQUESTING DEPARTMENT:
Engineering

DIRECTOR'S AUTHORIZATION:
Cody Burnett, City Engineer

SUMMARY:
This grant was awarded for improvements to Jackson St between Main St & Hwy 182. Improvements include pedestrian improvements, lighting improvements, and street trees. This project will serve as a link between the Hwy 182 and Main St Projects. This item requests Board approval of the grant agreement with the Mississippi Development Authority.

FOR MORE INFORMATION CONTACT:

Chris Williams @ 662-323-2525 ext. 3122 or c.williams@cityofstarkville.org

SUGGESTED MOTION:

MOVE TO ACCEPT THE MAIN STREET REVITALIZATION GRANT FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE NORTH JACKSON ST PROJECT.

Main Street Revitalization Grant Program

MISSISSIPPI DEVELOPMENT AUTHORITY
Community Incentives Division
501 North West Street, 5th Floor (zip: 39201)
Post Office Box 849 (zip: 39205)
Jackson, Mississippi

GRANT AGREEMENT

Grantee: **City of Starkville** 110 West Main Street Starkville, MS 39759 662-353-2525	**Effective Date:** April 6, 2026
Grant Number: #MMRG-26-025	**Grant Award Amount:** $500,000.00
Project Description: The purpose of this project is to grant MSRGP funds to be used to: Streetscape improvements to North Jackson Street in Downtown Starkville as further specified in the Scope of Work attached hereto.	**Project Period Beginning and Ending Dates:** April 6, 2026 – April 6, 2028

The Grantee agrees to comply with all Terms and Conditions, attached hereto, of this Grant Agreement between such Grantee and the Mississippi Development Authority.

<u>Grant Terms and Conditions</u>: Funds will be disbursed on a reimbursable basis to the Grantee, excepting those funds required for local match. All funds must be disbursed within one year from the effective date.

MDA Approval: Signature:_____ Date:_____ Name: William V. Cork Title: Executive Director & Chief Economic Development Officer, Mississippi Development Authority	Grantee Approval: Signature: _____ Date: 5-26-26 Name: Lynn Spruill Title: Mayor Grantee: City of Starkville

These Terms and Conditions, dated as of **the effective date set forth in the Grant Agreement**, (this "Agreement"), by and between the Mississippi Development Authority ("MDA") (acting for and on behalf of the State of Mississippi) and the entity set forth in the Agreement (the "Grantee").

W I T N E S S E T H:

WHEREAS, the "Mississippi Main Street Revitalization Grant Program Act," Section 57-78-1 *et seq.,* Mississippi Code of 1972, as amended ("Act"), was enacted for the purpose of establishing the Mississippi Main Street Revitalization Grant Program ("Program") ro revitalize downtowns or communities in the State of Mississippi ("State") by providing grant funds to eligible recipients, as defined in the Act; and

WHEREAS, pursuant to Section 57-78-3 of the Act, the Mississippi Legislature as well as MDA through appropriations by the Legislature, is authorized to make grants available to eligible recipients for projects leading to the revitalization of Mississippi's downtowns or communities for acquisition of land and any improvements thereon, preservation of historic downtown structures and sites, and initiatives that will produce a revitalization to the economy of the historic downtown areas; and

WHEREAS, pursuant to the Act and the rules and guidelines adopted by MDA under the Act (the "Guidelines"), the Grantee has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in the Agreement (the "Scope of Work"); and

WHEREAS, based on MDA's recommendation after consultation with the Mississippi Main Street Association (MMSA), the Mississippi Legislature has appropriated specific funds (the "Grant Award Amount") to be awarded by MDA to the Grantee under the terms and conditions set forth in this Agreement, in order to fund, in part, and develop the Project by the Grantee; and

WHEREAS, the Project is specifically authorized by the Act; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the Agreement of the Act;

WHEREAS, pursuant to the appropriation, the Mississippi Legislature has determined that the Project meets the definitation of a public purpose and is an investment resulting in the revitalization of public downtowns and communities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

1. **General Terms and Conditions**
   The Grantee is awarded a grant in the amount of **$500,000.00**. The Grantee will administer this grant in accordance with the attached scope of work, approved budget, and all approved revisions and modifications to these documents. Grantee must adhere to all applicable statutes, rules, regulations, and guidelines set forth by Mississippi law and/or MDA and any new notice or guidance that may be issued by MDA.

2. **Scope of Work:**
   Grantee agrees to use grant funds only for the tasks listed in the attached Scope of Work. No other activities will be subsidized by MDA unless a formal request to amend or modify the Scope of Work has been submitted in writing to MDA and approved by it and a formal

amendement to this Agreement has been entered into between the parties through the processes established by MDA's policies and procedures for the Program.

3. **Budget:**
MDA will provide a grant of **$500,000.00** to be used solely for direct expenses related to the activities outlined in the Scope of Work as outlined and in the approved attached Budget Summary. Under no circumstances will the amount of the Grant exceed this amount. The attached Budget Summary will be the governing budget document for this Grant. MDA will not pay for expenses not listed in the attached budget unless a formal budget modification has been approved in writing prior to expenditure of those funds. Any transfer of funds between categories must be approved in writing at least 30 days prior to the actual transfer of funds. The Grantee will be reimbursed for project expenses through a cash reimbursement process as outlined further in this Agreement and pursuant to the rules, policies, and procedures established for the Program.

4. **Project Period:**
The Grant will be deemed to have commenced and shall conclude as of the dates provided in the Project Period Section on the first page of this Agreement. It is understood and agreed that the Project shall conclude within two (2) years of the commencement of the Project Period. At MDA's discretion, and only if adequate funds have been made available by the Mississippi Legislature, both parties may negotiate in good faith toward a renewal of this Grant prior to the conclusion of the term of this agreement. Subsequent agreements shall be at funding levels set by the Mississippi Legislature and acceptable to MDA and shall not be automatically based on this or any other prior approved budget.

A Project timeline is established for the Project as attached hereto. Grantee will be required to submit Quarterly Reports to MDA as set forth in rules and guidelines established for the Program and such other reports at MDA's direction outlined herein. The Project Period will conclude upon MDA's determination that requirements have been satisfied completely. A Close-Out Report will be required to be submitted prior to the conclusion of the Project Period.

5. **Allowable Cost:**
Expenditures made by Grantee shall be considered allowable to the extent they meet all of the requirements set forth below: The expenditures must be:

   a. Eligible costs as defined in Miss. Code Ann. § 57-78-5. Eligible costs include:

      1. The acquisition of land and any improvements thereon,
      2. Preservation of historic downtown structures and sites, and
      3. Initiatives that will produce a revitalization to the economy of the historic downtown areas.

   b. Eligible costs include those related to (1) a prospective purchase or (2) for acquisition of which the applicant has closed as long as that closing occurred no more than twelve (12) months prior to the date of application for the Grant and the

subject purchase was made to help preserve and revitalize the location and economy of a historic downtown community.

c. All costs must be:
    1. Reasonable and necessary;
    2. Made in conformance with the Statement of Work, the Project Budget, and all other provisions in this Agreement;
    3. Incurred for work performed during the Project Period;
    4. Supported by documentation acceptable to MDA; and
    5. The net cost incurred by the Grantee (this is the cost minus any rebates, refunds, or other items of value).

6. Disbursements

It is understood that the Grant is provided on a reimbursement basis. Pursuant to this legal provision, MDA has established a cash reimbursement process, as well as financial policies and procedures governing the same. The Grantee must adhere to this process and these financial policies and procedures to receive Grant disbursements.

The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth or as set forth in the Program financial policies and procedures:

a. The Grantee shall not be in default under this Agreement or the Act;
b. Development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA, that required reports (including but not limited to the Quarterly Reports) have been submitted on a timely basis, and all milestones in the timeline are being met (or there is sufficient written documentation as to why a milestone has not been met);
c. The parties hereto agree that disbursements by MDA to the Grantee of the Grant shall be made in accordance with the Program's established financial policies and procedures, including specifically the cash reimbursement process;
d. Grantee shall not receive compensation for its required twenty percent (20%) of local match funds, which must cover at least twenty percent (20%) of the total project cost, except that
    i. If the population of Grantee's community is less than ten thousand (10,000), it shall be required to have a local cash match of ten percent (10%) for the first One Hundred Thousand Dollars ($100,000.00) requested, then will be required to have a local cash match of twenty percent (20%) for any amount over One Hundred Thousand Dollars ($100,000.00); and
e. Any expenses incurred before the effective date of this Agreement will not be reimbursed by MDA.

7. Termination of Grant:

The Executive Director of MDA or designee may, when the interests of the State so require, terminate this grant in whole or in part. The said Executive Director or designee shall give written notice of the termination to Grantee specifying the reasons for the termination, the part of the grant terminated, and when termination becomes effective.

a. Termination for Cause:
   i. If, for any cause, except for force majeure, Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Grantee shall violate any of the terms of this Agreement, MDA shall thereupon have the right to terminate this Grant by giving a written notice of termination to Grantee specifying the effective date thereof. As directed by MDA, Grantee shall (a) place no further purchase orders or subgrantees, (b) cancel or terminate all current purchase orders or subgrantees; and (c) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subgrantees.
   ii. If Grantee is unable or unwilling to comply with any elements of this Agreement or additional conditions as may be lawfully imposed by the United States of America, the State of Mississippi, or MDA under this Grant, Grantee shall have the right to terminate this Grant by giving written notice to MDA specifying the reason for termination and signifying the effective date thereof. Grantee shall (a) place no further purchase orders or subgrantees, (b) cancel or terminate all current purchase orders or subgrantees; and (c) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subgrantees.
   iii. If the funding from the State under which this Grant is made is delayed or terminated, MDA shall thereupon have the right to terminate this Grant by giving a written notice of termination to Grantee specifying the effective date thereof. As directed by MDA, Grantee shall (a) place no further purchase orders or subgrantees, (b) cancel or terminate all current purchase orders or subgrantees; and (c) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subgrantees.
   iv. In the event of termination for cause, all materials and equipment purchased, and data, supplies, and reports prepared by Grantee under this Grant may, at the option of MDA, become the property of MDA. Grantee shall not be relieved of liability to MDA for damages sustained by MDA by virtue of any breach of the Agreement by Grantee. Determination of damages shall be assessed within ninety (90) days of written termination.

b. Termination for Default: If Grantee refuses or fails to perform any of the provisions of this grant with such diligence as will ensure its completion within the time specified in this grant or any extension thereof, or otherwise fails to timely satisfy the grant provisions, or commits any other substantial breach of this grant, the said Executive Director or designee may notify Grantee in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the said Executive Director or designee, such officer may terminate Grantee's right to proceed with the grant or such part of the grant as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the said Executive Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the said Executive Director or designee. Grantee shall continue performance of the grant to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

c. Termination Due to Bankruptcy: This Grant may be terminated in whole or in part by the Authority upon written notice to Grantee, if Grantee or any subgrantee/benefiting party should become the subject of bankruptcy or receivership proceedings whether voluntary or involuntary, or upon execution by Grantee of an assignment for the benefit of its creditors. In the event of such termination, Grantee shall be entitled to recover just and equitable compensation for satisfactory work performed under this Grant, but in no case shall said compensation exceed the total grant price.

d. Grantee shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Grantee will stop work to the extent specified. Grantee shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Grantee shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The said Executive Director or designee may direct Grantee to assign Grantee's right, title, and interest under terminated orders or subcontracts to the State. Grantee must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

e. Notwithstanding termination of the grant and subject to any directions from the procurement officer, Grantee shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest.

f. Payment for completed services delivered and accepted by the State shall be at the grant price. The State may withhold from amounts due Grantee such sums as the said Executive Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

g. Except with respect to defaults of subcontractors, Grantee shall not be in default by reason of any failure in performance of this grant in accordance with its terms (including any failure by Grantee to make progress in the prosecution of the work hereunder which endangers such performance) if Grantee has notified the said Executive Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or grant capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Grantee shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Grantee to meet the grant requirements. Upon request of Grantee, the said Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Grantee's progress and performance would have met the terms of the grant, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled.

h. If, after notice of termination of Grantee's right to proceed under the provisions of this clause, it is determined for any reason that the grant was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this Agreement, the rights and obligations of the parties shall, if the grant contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

i. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this grant.

8. **Publications And Publicity:**
Grantee may publish results of its function and participation pursuant to this Grant prior to review by MDA, provided that (1) such publications acknowledge that the Program is supported by MDA and (2) that a copy of each publication is furnished to MDA.

9. **Copyrights:**
If this Grant results in copyrightable material, the author is free to copyright the work; but MDA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

10. **Discrimination Prohibited:**
No person in the United States shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement. Grantee will comply with the Civil Rights Act of 1964, as amended, and any regulations promulgated thereto.

11. **Political Activity Prohibited:**
None of the funds, materials, property, or service contributed by MDA or Grantee under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Grant funds shall not be used for any partisan political activities, initiative or referendum support or opposition, voter registration or "Get-Out-the-Vote" campaigns.

12. **Religious Activity Prohibited:**
There shall be no religious worship, instruction, or proselytizing as part of or in connection with the performance of the Agreement.

13. **Compliance With Federal, State, And Local Laws:**
Grantee shall comply with all applicable laws and regulations of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions that may be affected by this Agreement.

Specifically, Grantee shall comply with all statutory requirements set out in the Mississippi Main Street Revitalization Grant Program Act (Miss. Code Ann. § 57-78-1, *et seq.*) and the rules, regulations, and guidelines adopted by MDA pursuant to the Act.

The Grant shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

The Grantee understands that the Authority is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State or local laws. All such discrimination is unlawful, and the Grantee agrees during the term of this Grant that the Grantee will strictly adhere to this policy in its employment practices and provision of services.

14. Historic Properties

All projects involving a historic property must comply with all applicable laws relating to the property, as well as applicable regulations of the Mississippi Department of Archives and History, or other department or agency relating to such property. As part of the policies and procedures governing the Program, MDA shall require Grantee to seek and secure technical assistance from the Mississippi Department of Archives and History to the extent that the Project involves the protection, interpretation or commemoration of historically significant property in the area in and around the historic downtown site.

15. Reports And Inspections:

a. Grantee shall make Program status reports and other reports as requested by MDA or its representatives and will arrange for on-site inspections by MDA and/or its representatives upon request. Failure to submit required reports at the times specified may, at the option of MDA, require termination of this Agreement in accordance with the provisions contained herein.

b. It is understood that if the Grantee subgrants the Grant or any portion thereof to a non-governmental organization/recipient must collect certain information and documentation as established by the "Mississippi Grant and Subgrant Administration Transparency and Accountability of Non-Governmental Organizations Act of 2026" (HB 1171, 2026 Reg. Session), upon its codification and from and after its effective date of January 1, 2027. MDA will establish guidelines concerning implementation of these requirements.

16. Audit and Monitoring Requirements:

a. Financial Audits: Per the Act, the Grantee must submit and all audit and financial statements to MDA. Therefore, the Grantee shall maintain adequate internal financial controls and conduct an audit of its financials on a periodic basis, as required by applicable law. Grantee will provide MDA with a copy of the results of those audits within fifteen (15) days after said audit is finalized.

b. Accounting Records: Grantee shall retain financial records, work reports and any other records that may be needed for purposes of audit for a period of three (3) years after final close-out is made under this Agreement. If an audit or other action involving the records is initiated before the end of said three-year period, the records must be retained until all issues arising from said action are resolved, or until end of said three-year period, whichever is later.

c. Access to Records: MDA, any state agency authorized to monitor and/or audit MDA or the Grantee, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Grant, for the purpose of audit, examination, inspection, investigation, monitoring, review, excerpts, and transcriptions.

d. Site Visits: MDA authorized representatives have the right to make site visits at reasonable times to review Project files, Project accomplishments and management control systems and to provide technical assistance, if required. Grantee must provide, and must require their subgrantees and contractors to provide, reasonable access to facilities, office space, personnel, information, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations will be performed, to the extent possible, in a manner that does not unduly interfere with or delay the work.

17. E-Verify System for New Hires

If applicable, the Grantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. Grantee represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (71-1-57 of the Mississippi Code of 1972, as amended) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform Grantee. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Grantee agrees to maintain records of such compliance and, upon request of the MDA, to provide a copy of each such verification to the MDA. Grantee further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Grantee understands and agrees that any breach of these warranties may subject Grantee to the termination of this Agreement. In the event of such termination/cancellation, Grantee would also be liable for any additional costs incurred by the MDA due to grant cancellation or loss of license or permit.

18. Conflict of Interest:

No person who exercises decision making responsibilities of the program may personally benefit from an assisted activity, either for themselves or those with whom they have family or business ties. MDA defines "Conflict of Interest" to include a relative as "spouse, child, parent or any person related by blood or marriage within the 'third degree.'" This definition is based on the Mississippi "Ethics in Government Act" and the state nepotism statute. No exceptions will be granted by MDA henceforth. It is the responsibility of the Grantee to properly disclose that the conflict of interest has occurred, and the Grantee may be required to repay the misused funds. Failure to repay may result in disqualification from further participation in this program.

19. Paymode

Payments by the Authority using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Grantee's choice. The State may, at its sole discretion, require the Grantee to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Grantee understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

20. Availability of Funds

It is expressly understood and agreed that the obligation of the Authority to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Grant are, at any time, not forthcoming or insufficient, either through the failure of the government to provide funds or of the Mississisippi Legislature to appropriate funds or the discontinuance or material alteration of the Program under which funds were provided or if funds are not otherwise available to MDA, MDA shall have the right upon ten (10) working days written notice to the Grantee, to terminate this Grant without damage, penalty, cost or expenses to MDA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

21. Representation Regarding Contingent Fees

The Grantee represents that it has not retained a person to solicit or secure a State grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fees, except as disclosed in the Grantee's bid or proposal.

22. Representation Regarding Gratuities

The Grantee represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Grant Review Rules and Regulations.

23. Trade Secrets, Commercial, and Financial Information

It is expressly understood that Mississippi law requires that the provision of this Grant which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the grant shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

24. Stop Work Order

a. Order to Stop Work: The Executive Director of MDA or designee may, by written order to Grantee at any time, and without notice to any surety, require Grantee to stop all or any part of the work called for by this Grant. This order shall be for a specified period not exceeding 90 days after the order is delivered to Grantee, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of

such an order, Grantee shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the said Executive Director of designee shall either:

i. cancel the stop work order; or,
ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Grant.

b. Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Grantee shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Grantee price, or both, and the Grant shall be modified in writing accordingly, if:

i. the stop work order results in an increase in the time required for, or in Grantee's cost properly allocable to, the performance of any part of this Grant; and,
ii. Grantee asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the said Executive Director of designee decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Grant.

c. Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

25. E-payment

Grantee agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.

26. Transparency

This Grant, including any accompanying exhibits, attachments and appendices, is subject to the "Mississippi Public Records Act of 1983", and its exceptions. See Mississippi Code Annotated 25-61-1 *et seq.*, and Mississippi Code Annotated 79-23-1. In addition, this Grant is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. See Mississippi Code Annotated 27-104-151 *et seq*. Unless exempted from disclosure due to a court-issued protective order, a copy of this Executed Grant is required to be posted to the Department of Finance and Administration's independent agency grant website for public access at http://www.transparency.mississippi.gov. Information identified by the Grantee as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by

state and federal law or outside the applicable freedom of information statutes, will be redacted.

This Grant including any accompanying exhibits, attachments and appendices will also be subject to the "Mississippi Grant and Subgrant Administration Transparency and Accountability of Non-Governmental Organizations Act of 2026" upon its codification and from and after its effective date of January 1, 2027.

27. Minority and Women-Owned Business Enterprises

MDA encourages the maximum opportunity for increased participation by local Minority and Women-Owned Businesses Enterprises (MBE/WBE) in the procurement of goods and services. The MDA Minority Business Division at www.mississippi.org and the Mississippi Procurement Technical Center at www.mscpc.com can assist with MBE/WBE outreach efforts.

28. Miscellaneous.

a. This Agreement has been made by MDA (acting for and on behalf of the State), the Grantee, and no person or entity other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.

b. This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.

c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall inure to the benefit of MDA and the Grantee and shall be binding upon MDA and the Grantee and their respective successors and assigns.

f. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

g. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.

SCOPE OF WORK

- To implement the "Mississippi Main Street Revitalization Grant Program Act" pursuant to Miss. Code Ann. § 57-78-1, *et seq.*

- To expend grant funds appropriated for this Project under the "Mississippi Main Street Revitalization Grant Program Act" as set forth by the Mississippi Legislature in H.B. 1854 (Regular Session, 2026).

- Streetscaape improvements to North Jackson Street in downtown Starkville to include enhancements of:

    - Sidewalks
    - Landscaping
    - Lighting
    - Pedestrian safety

The Grantee's Application is attached hereto and fully incorporated herein as Exhibit "A."

- The Grantee must adhere to and comply with the detailed budget as set forth in the Application attached as Exhibit "A." A summary of that follows:

BUDGET SUMMARY

• Construction	$795,960.51
Total Project Costs	**$795,961.51**

- As required by the "Mississippi Main Street Revitalization Grant Program Act," the Grantee avers and certifies that it has secured the required match amount. A funding summary follows:

FUNDING SUMMARY

City of Starkville – Starkville Streetscape Improvements - **$500,000 grant funds, with a matching funds commitment of $100,000 for a total of $600,000.**

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** Finance
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE:** June 2, 2026

SUBJECT:
REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MAY 27, 2026 FOR FISCAL YEAR ENDING 9/30/26, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:
FY 2026-2027 Budget

REQUESTING DEPARTMENT:
Finance

DIRECTOR'S AUTHORIZATION:
Joanna McLaurin, City Clerk

SUMMARY:
Total Claims for the **FY 26** Claims Docket Ending May 27, 2026 is $7,127,082.70 of which the claims amount for Starkville Utilities is $5,662,200.74.

General Fund	001	$233,446.18
Airport Fund	015	$72,686.67
Restricted Airport	016	$67,606.06
Sanitation / Environmental Services	022	$22,731.62
SS4A Grant Fund	304	$90,184.75
G. O. Bond Fund	305	$99,078.68
Main Street Project	311	$109,927.32
Parks Capital Project Fund	312	$48,422.72
Park & Rec Tourism	375	$4,588.90
Park Bonds 2020	380	$700.00

Payroll		$715,509.06
Payroll Starkville Utilities		$3,711,022.94
Starkville Utilities		$153,399.57
Starkville Water		$1,797,778.23
Grand Total		$7,127,082.70

FOR MORE INFORMATION CONTACT:
Joanna McLaurin, City Clerk
Webb Corban, CFO
Cindy Perkins, Accounts Payable

SUGGESTED MOTION:

Approval of Claims Docket for claims from all departments including Starkville Utilities as of May 27, 2026 for fiscal year ending 9/30/26 acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5,21-39-7, 21-39-9, 21-39-17 and 21-15-21.

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
REGIONS VISA	USI26-03869569	05/13/2026	INDEED	001-000-053-206	306.55
REGIONS VISA	USI26-03869569	05/13/2026	INDEED	001-000-054-205	135.00
				Outstanding Total:	**441.55**
				Department 000 - UNDESIGNATED Total:	**441.55**
Department: 005 - DUE FROM SFM					
Outstanding					
CANON FINANCIAL SVCS, INC	43158955	05/12/2026	CONTRACT/COPIES	001-005-054-208	384.73
ATMOS ENERGY	INV0039097	05/21/2026	MONTHLY UTILITIES	001-005-054-208	46.97
				Outstanding Total:	**431.70**
				Department 005 - DUE FROM SFM Total:	**431.70**
Department: 110 - MUNICIPAL COURT					
Outstanding					
CANON FINANCIAL SVCS, INC	43158959	05/12/2026	CONTRACT/COPIES	001-110-604-330	126.90
CANON FINANCIAL SVCS, INC	43158963	05/12/2026	CONTRACT/COPIES	001-110-604-330	45.89
MDES-MS DEPARTMENT OF EMPLOYMENT SECURITY	INV0039079	05/15/2026	MDES S WHITE	001-110-490-134	399.04
QUADIENT FINANCE USA, INC.	INV0039091	05/18/2026	POSTAGE BREAKDOWN	001-110-604-330	600.00
AMAZON CAPITAL SRVCS, INC.	1MV1-66KR-7WPY	05/19/2026	TONER, PAPER CLIPS, ENVELOPES, ETC	001-110-501-200	262.98
				Outstanding Total:	**1,434.81**
				Department 110 - MUNICIPAL COURT Total:	**1,434.81**
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON FINANCIAL SVCS, INC	43158962	05/12/2026	CONTRACT/COPIES	001-120-604-330	24.29
QUADIENT FINANCE USA, INC.	INV0039091	05/18/2026	POSTAGE BREAKDOWN	001-120-604-330	20.00
				Outstanding Total:	**44.29**
				Department 120 - MAYORS OFFICE Total:	**44.29**
Department: 123 - IT					
Outstanding					
MAXXSOUTH BROADBAND	0281-05102026	05/10/2026	STRKCAM	001-123-625-380	2,375.56
CANON FINANCIAL SVCS, INC	43158954	05/12/2026	CONTRACT/COPIES	001-123-604-330	132.65
DELL FINANCIAL SERVICES	5149581	05/13/2026	LEASE RENTAL	001-123-820-872	427.50
DELL FINANCIAL SERVICES	5149581	05/13/2026	LEASE RENTAL	001-123-830-872	70.35
REGIONS VISA	17135093	05/19/2026	GATE.COM	001-123-600-300	19.95
REGIONS VISA	3466745309	05/23/2026	ADOBE	001-123-600-300	919.50
NEXTSTEP INNOVATION	NSI30423	05/26/2026	M365 APPS FOR BUSINESS	001-123-600-300	569.34
				Outstanding Total:	**4,514.85**
				Department 123 - IT Total:	**4,514.85**
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
MAXXSOUTH BROADBAND	6681-05102026	05/10/2026	WEATHER CAMERA	001-142-604-330	110.00
AMAZON CAPITAL SRVCS, INC.	1KDC-QQPX-GKLV	05/12/2026	MONITOR, ENVELOPES, BATTERIES	001-142-501-200	236.73
CANON FINANCIAL SVCS, INC	43158953	05/12/2026	CONTRACT/COPIES	001-142-604-330	587.21
CANON FINANCIAL SVCS, INC	43158959	05/12/2026	CONTRACT/COPIES	001-142-604-330	126.90
QUADIENT FINANCE USA, INC.	INV0039091	05/18/2026	POSTAGE BREAKDOWN	001-142-604-330	160.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SULLIVAN'S, INC.	100903	05/22/2026	GOLD LASER LABELS	001-142-501-200	25.00
				Outstanding Total:	**1,245.84**
				Department 142 - CITY CLERKS OFFICE Total:	**1,245.84**
Department: 180 - HUMAN RESOURCES					
Outstanding					
CANON FINANCIAL SVCS, INC	43158954	05/12/2026	CONTRACT/COPIES	001-180-604-330	132.65
NAVARETTE ASHFORD	10	05/14/2026	CONSULTING SERVICES MAY 2026	001-180-600-300	2,000.00
QUADIENT FINANCE USA, INC.	INV0039091	05/18/2026	POSTAGE BREAKDOWN	001-180-604-330	20.00
				Outstanding Total:	**2,152.65**
				Department 180 - HUMAN RESOURCES Total:	**2,152.65**
Department: 190 - CITY PLANNER					
Outstanding					
CANON FINANCIAL SVCS, INC	43158962	05/12/2026	CONTRACT/COPIES	001-190-604-330	24.29
QUADIENT FINANCE USA, INC.	INV0039091	05/18/2026	POSTAGE BREAKDOWN	001-190-604-330	80.00
				Outstanding Total:	**104.29**
				Department 190 - CITY PLANNER Total:	**104.29**
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
CINTAS	4269210199	05/14/2026	SUPPLIES	001-192-510-220	54.82
STARKVILLE UTILITIES	INV0039096	05/19/2026	MONTHLY UTILITIES	001-192-625-381	534.11
CINTAS	4269950933	05/21/2026	SUPPLIES	001-192-510-220	97.28
JAN-PRO OF MS	889978	05/26/2026	JUNE 2026 JANITORIAL SERVICES	001-192-600-338	1,734.00
				Outstanding Total:	**2,420.21**
				Department 192 - GENERAL GOVERN BLDG & PLANT Total:	**2,420.21**
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
AMAZON CAPITAL SRVCS, INC.	1P7H-9WV4-LH1Y	05/26/2026	SAFETY GLASSES, OUTLET TEST KIT, CUPS	001-196-637-637	61.74
				Outstanding Total:	**61.74**
				Department 196 - CEMETERY ADMINISTRATION Total:	**61.74**
Department: 197 - ENGINEERING					
Outstanding					
CIVIL LINK	82459	04/30/2026	ROADWAY MAINTENANCE IMPROVEMENTS PLAN	001-197-600-308	9,635.00
REGIONS VISA	9863024881	05/11/2026	AUTODESK	001-197-645-420	1,155.60
CANON FINANCIAL SVCS, INC	43158962	05/12/2026	CONTRACT/COPIES	001-197-604-330	24.29
KISER TRAFFIC AND ENGINEERING LLC	1282	05/15/2026	REVIEW BEACON PLACE TRAFFIC STUDY	001-197-600-308	400.00
QUADIENT FINANCE USA, INC.	INV0039091	05/18/2026	POSTAGE BREAKDOWN	001-197-604-330	20.00
FUELMAN / FLEETCOR	NP70518523	05/18/2026	FUEL CHARGES 5/11/26-5/14/26	001-197-525-231	65.91
STEPHEN KACHELMAN	INV0039095	05/26/2026	REIMBURSE TUITION	001-197-690-553	1,743.00
				Outstanding Total:	**13,043.80**
				Department 197 - ENGINEERING Total:	**13,043.80**
Department: 201 - POLICE DEPARTMENT					
Outstanding					
RH EMERGENCY MED OF OCH	ZF1OEYH	04/03/2026	INMATE MEDICAL FEES	001-201-541-240	740.00
COPY COW	106276	04/17/2026	SHIP PACKAGE	001-201-604-330	52.27
OCH REGIONAL MEDICAL CTR	970092015	04/22/2026	PRISONER MEDICAL EXPENSE	001-201-541-240	304.58
STARKVILLE FAMILY PRACTICE	STA22592A2	04/22/2026	PRISONER MEDICAL EXPENSE	001-201-541-240	100.00
STARKVILLE FAMILY PRACTICE	STA22495A4	04/27/2026	PRISONER MEDICAL EXPENSE	001-201-541-240	145.00
STARKVILLE FAMILY PRACTICE	STA23473A1	04/29/2026	PRISONER MEDICAL EXPENSE	001-201-541-240	170.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	APRIL2026	05/01/2026	HOUSING INMATES	001-201-541-237	13,590.00
CITY OF COLUMBUS	SPD-0526-1673	05/01/2026	3 ANALYSIS FEES	001-201-600-300	180.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	0910-05062026	05/06/2026	COTTON DISTRICT POLICE SUB	001-201-600-301	59.99
FBINAA - FBI NATIONAL ACADEMY	512904	05/06/2026	MEMBERSHIP DUES	001-201-690-555	140.00
SOUTHERN CONNECTION POLICE SUPPLIES, LLC	AR002944	05/07/2026	3 PK FLEX CUFF RESTRAINTS	001-201-556-253	117.00
TREVIPAY	EE0CB92E.1	05/07/2026	TV MOUNT, SITE MERCH, ETC	001-201-556-253	228.91
JOSHUA STOCKTON	INV0039083	05/07/2026	REIMBURSE MEALS & TRAVEL STORM CONFERENCE	001-201-690-552	264.82
BULLDOG TOWING & RECOVERY	48392	05/08/2026	TOW VEHICLE TO IMPOUND LOT	001-201-600-300	200.00
TREVIPAY	DA7BDDEA	05/08/2026	OFFICE SUPPLIES	001-201-501-200	29.97
CAMERON BELL	INV0039084	05/09/2026	REIMBURSEMENT FOR CLOTHING ALLOWANCE	001-201-535-233	500.00
ACCREDITED SECURITY	26051501	05/11/2026	POWER MAGAZINES	001-201-556-251	1,239.86
ARMY NAVY PAWN SHOP	5112026A	05/11/2026	4 STREAMLITE STINGER DS LED HI	001-201-556-251	660.00
MID-SOUTH UNIFORM & SUPPLY, INC	667053	05/11/2026	HARDWARE, CONCEAL CARRIER, BODY CAM, ETC	001-201-556-251	1,775.39
MID-SOUTH UNIFORM & SUPPLY, INC	667054	05/11/2026	HARDWARE, CONCEAL CARRIER, BODY CAM, ETC	001-201-556-251	1,775.39
MID-SOUTH UNIFORM & SUPPLY, INC	667055	05/11/2026	HARDWARE, CONCEAL CARRIER, BODY CAM, ETC	001-201-556-251	1,775.39
ARMY NAVY PAWN SHOP	051226A	05/12/2026	BOOTS	001-201-535-233	134.00
ARMY NAVY PAWN SHOP	051226B	05/12/2026	HANDCUFFS, HOLSTERS, EARPIECE	001-201-556-251	970.00
POLLAN & ASSOC. PA	26215	05/12/2026	2 CORNERSTONE POLOS	001-201-535-233	84.99
CANON FINANCIAL SVCS, INC	43158957	05/12/2026	CONTRACT/COPIES	001-201-635-369	763.73
CANON FINANCIAL SVCS, INC	43158958	05/12/2026	CONTRACT/COPIES	001-201-635-369	56.41
CANON FINANCIAL SVCS, INC	43158960	05/12/2026	CONTRACT/COPIES	001-201-635-369	291.77
MAIN STREET FABRICS	728594	05/12/2026	5 PANTS HEMMED, 7 PATCHES ADDED TO SHIRTS	001-201-535-233	130.00
TRI-STARR MUFFLER & BRAKES	892417	05/12/2026	PLUGS, IGNITION COIL, OIL CHANGE, ROATATE TIRES	001-201-630-360	2,769.18
TREVIPAY	95563E54	05/12/2026	BATTERIES	001-201-501-200	112.29
SOUTHERN CONNECTION POLICE SUPPLIES, LLC	AR003225	05/12/2026	UNIFORMS	001-201-535-233	883.95
ROWAN RIVERS JANITORIAL SERVICE	2258	05/13/2026	TOILET PAPER, BLEACH, LYSOL,TRASH BAGS	001-201-555-208	390.36
STARKVILLE DAILY NEWS	300259814	05/13/2026	SUMMONS NO 26-0112	001-201-600-300	106.92
TREVIPAY	46BCB9E5	05/13/2026	4 POWERBANKS	001-201-556-253	234.20
CROWD CONTROL COMPANY	29164	05/14/2026	BARRICADE	001-201-556-253	3,907.00
GTPDD PHARMACY	55709	05/14/2026	PRISONER MEDICINE	001-201-541-240	16.00
IVY AUTO PARTS, LLC.	780819	05/14/2026	BATTERY	001-201-630-360	129.56
MS POLICE SUPPLY, INC.	7837	05/14/2026	3 BADGES, MACE SPRAY, HIDDEN SNAPS, FREIGHT	001-201-535-233	470.90
TREVIPAY	7E4F4A01	05/14/2026	STORAGE BINS, FILE CRATE, ORGANIZER, ETC	001-201-501-200	145.12
LOWE'S	80597	05/14/2026	COMBO LOCK, KEY	001-201-545-238	74.83
TREVIPAY	INV0039090	05/14/2026	3 SANDISK CARDS	001-201-556-253	110.88
ARMY NAVY PAWN SHOP	051526A	05/15/2026	6 M-LOK HANDGUARD, 5 SUREFIRE X300U	001-201-556-251	1,573.00
SHIELDED SECURITY LLC	3	05/15/2026	SECURITY GUARDS	001-201-600-301	4,187.50
DPS CRIME LAB	90174659	05/15/2026	17 ANALYTICAL FEES	001-201-600-300	1,020.00
SOUTHERN CONNECTION POLICE SUPPLIES, LLC	AR003457	05/15/2026	SIGHTS, 2 GLOCK 17	001-201-556-251	1,113.88
NESCO ELECTRICAL DISTRIBUTORS	S2803306.001	05/15/2026	CLEAR LAMP	001-201-556-251	108.87
SHIELDED SECURITY LLC	4	05/16/2026	SECURITY GUARDS	001-201-600-301	3,962.50
GULF STATES DISTRIBUTORS, INC.	1507792	05/18/2026	3 CASES 9MM GEN 2	001-201-556-251	1,125.00
MAGNOLIA BOTTLED WATER	90457	05/18/2026	5 -5 GAL WATER	001-201-501-200	50.00
QUADIENT FINANCE USA, INC.	INV0039091	05/18/2026	POSTAGE BREAKDOWN	001-201-604-330	20.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP70518523	05/18/2026	FUEL CHARGES 5/11/26-5/14/26	001-201-525-231	6,721.54
GTPDD PHARMACY	55821	05/19/2026	PRISONER MEDICINE	001-201-541-240	23.00
REGIONS VISA	7404594	05/19/2026	CPR/AED/ FIRST AID CERTIFICATE	001-201-556-251	14.95
SOUTHERN TELECOMMUNICATIONS	APRIL2026	05/19/2026	MONTHLY USAGE	001-201-604-330	36.60
TYLER TECHNOLOGIES	CI100-00284130	05/19/2026	SOFTWARE	001-201-645-420	35,512.20
STARKVILLE UTILITIES	INV0039096	05/19/2026	MONTHLY UTILITIES	001-201-625-380	9.00
TREVIPAY	131C0F25	05/20/2026	TOSH WHITE	001-201-501-200	89.00
SECURITY SOLUTIONS	67643	05/20/2026	CAMERA COTTON DISTRICT	001-201-556-253	4,840.30
GTPDD PHARMACY	55901	05/21/2026	PRISONER MEDICINE	001-201-541-240	39.00
TREVIPAY	B324D504	05/21/2026	CARGO MAT	001-201-556-251	32.72
FUELMAN / FLEETCOR	NP70536840	05/25/2026	FUEL CHARGES 5/18/26-5/24/26	001-201-525-231	5,334.17
STARKVILLE NARCOTICS	INV0039094	05/26/2026	VARIOUS INFORMANT FEES	001-201-600-300	1,070.00
				Outstanding Total:	**102,713.89**
				Department 201 - POLICE DEPARTMENT Total:	**102,713.89**
Department: 245 - DISPATCHERS					
Outstanding					
MAIN STREET FABRICS	728595	05/11/2026	16 PATCHES	001-245-501-200	80.00
				Outstanding Total:	**80.00**
				Department 245 - DISPATCHERS Total:	**80.00**
Department: 246 - CODE ENFORCEMENT					
Outstanding					
GEORGE COLEMAN	050375	05/13/2026	REIMBURSE FOR POSTAL SERVICES	001-246-604-330	18.20
FUELMAN / FLEETCOR	NP70536840	05/25/2026	FUEL CHARGES 5/18/26-5/24/26	001-246-525-231	231.91
				Outstanding Total:	**250.11**
				Department 246 - CODE ENFORCEMENT Total:	**250.11**
Department: 261 - FIRE DEPARTMENT					
Outstanding					
CHANCE NULL	INV0039087	05/07/2026	REIMBURSE MEALS FOR TRAINING	001-261-600-390	46.85
LOWE'S	93761	05/08/2026	GAS MIX	001-261-525-231	107.90
GALLS INC	035016188	05/11/2026	10 BADGES	001-261-535-233	1,198.08
GALLS INC	035016343	05/11/2026	COLLAR BRASS	001-261-535-233	372.64
LANDS' END BUSINESS OUTFITTERS	SIN14152469	05/11/2026	UNIFORMS	001-261-535-233	234.46
POLLAN & ASSOC. PA	26216	05/12/2026	UNIFORM PANTS	001-261-535-233	111.95
CANON FINANCIAL SVCS, INC	43158956	05/12/2026	MAINTENANCE/ COPIES	001-261-604-330	230.69
OKTIBBEHA COUNTY CO-OP	1221930	05/13/2026	SPRAYER & WEED KILLER	001-261-558-269	169.80
MID-SOUTH UNIFORM & SUPPLY, INC	667112	05/13/2026	VEST	001-261-535-233	949.69
OKTIBBEHA COUNTY CO-OP	1222304	05/14/2026	MULCH, TRIMMER LINE, HEDGE TRIMMERS	001-261-558-269	393.56
CHANCE NULL	INV0039088	05/14/2026	REIMBURSE MEALS FOR TRAINING	001-261-600-390	63.05
GRAHAM MURPHREE	INV0039089	05/14/2026	REIMBURSE MEALS FOR TRAINING	001-261-600-390	88.03
TELETEC COMMUNICATIONS, LLC	3546	05/15/2026	KENWOOD FACTORY REPAIR	001-261-630-404	720.00
REGIONS VISA	481703	05/15/2026	NFPA RENEWAL MCCURDY	001-261-690-555	139.09
REGIONS VISA	481704	05/15/2026	NFPA RENEWAL WADE	001-261-690-555	139.09
QUILL CORPORATION	48946289	05/15/2026	INK	001-261-501-200	299.96
GORESCUE BRANDS INC	60010	05/15/2026	HEARTSTART SMART PADS	001-261-555-250	202.00
UPS	54E5Y206	05/16/2026	SHIP PACKAGE	001-261-604-330	30.60
WILLIAM MAYS	60740	05/18/2026	REIMBURSE EMS CERTIFICATION	001-261-600-390	40.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP70518523	05/18/2026	FUEL CHARGES 5/11/26-5/14/26	001-261-525-231	1,182.33
GATEWAY TIRE & SRV CTR	1018-233451	05/19/2026	FLAT REPAIR SERVICE CALL	001-261-630-360	239.22
SOUTHERN TELECOMMUNICATIONS	APRIL2026	05/19/2026	MONTHLY USAGE	001-261-604-330	109.79
STARKVILLE UTILITIES	INV0039096	05/19/2026	MONTHLY UTILITIES	001-261-625-380	1,502.95
EAST MISSISSIPPI LUMBER CO.	227610	05/21/2026	BATTERY	001-261-555-250	21.49
MAXXSOUTH BROADBAND	5024-05212026	05/21/2026	INTERNET STATION 4	001-261-604-330	54.00
MAXXSOUTH BROADBAND	5230-05212026	05/21/2026	INTERNET STATION 1	001-261-604-330	150.00
MAXXSOUTH BROADBAND	5495-05212026	05/21/2026	INTERNET STATION 2	001-261-604-330	75.32
MAXXSOUTH BROADBAND	5891-05212026	05/21/2026	INTERNET STATION 3	001-261-604-330	132.08
ATMOS ENERGY	INV0039097	05/21/2026	MONTHLY UTILITIES	001-261-625-380	118.63
ATMOS ENERGY	INV0039097	05/21/2026	MONTHLY UTILITIES	001-261-625-380	103.80
GRAHAM MURPHREE	INV0039098	05/21/2026	REIMBURSE MEALS FOR TRAINING	001-261-600-390	69.32
NAFECO	1421114	05/22/2026	3 COMBO NOZZLES	001-261-555-250	1,980.30
FUELMAN / FLEETCOR	NP70536840	05/25/2026	FUEL CHARGES 5/18/26-5/24/26	001-261-525-231	1,107.63
FARRELL-CALHOUN CO	027047108	05/26/2026	PAINT ST 1	001-261-558-269	27.20
EAST MISSISSIPPI LUMBER CO.	227764	05/26/2026	PAINTING MATERIAL	001-261-558-269	43.76
IVY AUTO PARTS, LLC.	781493	05/26/2026	TRI POWER V BELT	001-261-555-250	16.99
				Outstanding Total:	**12,472.25**
				Department 261 - FIRE DEPARTMENT Total:	**12,472.25**

Department: 281 - BUILDING/COMMUNITY DEVELOPMENT

Outstanding

BOX INC	13496691	04/11/2026	BOX BUILDING INSPECTOR	001-281-645-420	333.71
CANON FINANCIAL SVCS, INC	43158962	05/12/2026	CONTRACT/COPIES	001-281-604-330	24.29
QUADIENT FINANCE USA, INC.	INV0039091	05/18/2026	POSTAGE BREAKDOWN	001-281-604-330	80.00
FUELMAN / FLEETCOR	NP70518523	05/18/2026	FUEL CHARGES 5/11/26-5/14/26	001-281-525-231	62.62
FUELMAN / FLEETCOR	NP70536840	05/25/2026	FUEL CHARGES 5/18/26-5/24/26	001-281-525-231	49.09
AMAZON CAPITAL SRVCS, INC.	11LX-6KQD-X1P9	05/26/2026	PAPER	001-281-501-200	97.78
AMAZON CAPITAL SRVCS, INC.	1P7H-9WV4-LH1Y	05/26/2026	SAFETY GLASSES, OUTLET TEST KIT, CUPS	001-281-501-200	58.90
AMAZON CAPITAL SRVCS, INC.	1P7H-9WV4-LH1Y	05/26/2026	SAFETY GLASSES, OUTLET TEST KIT, CUPS	001-281-555-250	14.24
AMAZON CAPITAL SRVCS, INC.	1P7H-9WV4-LH1Y	05/26/2026	SAFETY GLASSES, OUTLET TEST KIT, CUPS	001-281-555-250	52.06
AMAZON CAPITAL SRVCS, INC.	1P7H-9WV4-LH1Y	05/26/2026	SAFETY GLASSES, OUTLET TEST KIT, CUPS	001-281-555-250	9.49
				Outstanding Total:	**782.18**
				Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:	**782.18**

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0039096	05/19/2026	MONTHLY UTILITIES	001-290-625-380	110.56
				Outstanding Total:	**110.56**
				Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	**110.56**

Department: 301 - STREET DEPARTMENT

Outstanding

NUNLEY TRUCKING CO., INC.	38810	04/20/2026	RIP RAP	001-301-560-270	1,038.65
NUNLEY TRUCKING CO., INC.	38815	04/20/2026	3 LOADS OF ROCK	001-301-560-270	2,667.60
WOODSON BROTHERS EQUIPMENT REPAIR LLC	1320	05/11/2026	HYDRAULIC CYL REPAIR	001-301-630-400	2,151.00
BELL BUILDING SUPPLY, INC.	453802	05/13/2026	MATERIAL FOR CONCRETE FORMS	001-301-560-270	22.96
IMPERIAL BAG & PAPER CO., LLC	5569381	05/13/2026	TOILET PAPER, PAPER TOWELS, CLEANER	001-301-555-250	448.13
GATEWAY TIRE & SRV CTR	1018-233240	05/14/2026	FLAT REPAIR	001-301-630-360	25.50
UNIFIRST CORPORATION	1830207866	05/14/2026	UNIFORMS	001-301-535-233	152.30

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CINTAS	4269210189	05/14/2026	SUPPLIES	001-301-555-250	58.94
MSU PHYSICAL PLANT DEPT (signal)	INV0039092	05/15/2026	PHYSICAL PLANT	001-301-625-380	6.38
MMC MATERIALS, INC.	1017471	05/18/2026	CONCRETE MIX	001-301-560-270	413.13
STARKVILLE LP GAS	5095390	05/18/2026	LP FUEL FOR ASPHALT	001-301-525-231	42.25
FUELMAN / FLEETCOR	NP70518523	05/18/2026	FUEL CHARGES 5/11/26-5/14/26	001-301-525-231	2,060.35
OKTIBBEHA COUNTY CO-OP	1224040	05/19/2026	GRASS SEED, HAY	001-301-560-270	61.23
BELL BUILDING SUPPLY, INC.	454171	05/19/2026	SPRAY PAINT	001-301-560-270	29.95
STARKVILLE UTILITIES	INV0039096	05/19/2026	MONTHLY UTILITIES	001-301-625-380	303.39
UNIFIRST CORPORATION	1830208954	05/21/2026	UNIFORMS	001-301-535-233	152.30
CINTAS	4269950914	05/21/2026	SUPPLIES	001-301-555-250	58.94
ATMOS ENERGY	INV0039097	05/21/2026	MONTHLY UTILITIES	001-301-625-380	217.47
JACKSON LAND SERVICES	JLS139	05/22/2026	SEWER RIGHT OF WAY MULCHING	001-301-600-300	3,360.00
FUELMAN / FLEETCOR	NP70536840	05/25/2026	FUEL CHARGES 5/18/26-5/24/26	001-301-525-231	1,973.83
				Outstanding Total:	**15,244.30**
				Department 301 - STREET DEPARTMENT Total:	**15,244.30**
Department: 360 - ANIMAL CONTROL					
Outstanding					
TREVIPAY	EE0CB92E	05/07/2026	NURSING HOME OUTREACH	001-360-555-250	108.94
POLLAN & ASSOC. PA	26214	05/12/2026	UNIFORMS, SHIPPING	001-360-535-233	652.00
FUELMAN / FLEETCOR	NP70518523	05/18/2026	FUEL CHARGES 5/11/26-5/14/26	001-360-525-231	70.31
FUELMAN / FLEETCOR	NP70536840	05/25/2026	FUEL CHARGES 5/18/26-5/24/26	001-360-525-231	65.91
				Outstanding Total:	**897.16**
				Department 360 - ANIMAL CONTROL Total:	**897.16**
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
CSP SPORTS FACILITIES COMPANIES, LLC	INV0039093	05/22/2026	MAY 2026 EXPENSE ADVANCE	001-550-600-297	75,000.00
				Outstanding Total:	**75,000.00**
				Department 550 - PARKS AND REC DEPARTMENT Total:	**75,000.00**
				Fund 001 - GENERAL FUND Total:	**233,446.18**
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
COLUMBUS RUBBER & GASKET CO., INC.	724329-002	04/15/2026	BELT	015-505-630-400	817.42
COLUMBUS RUBBER & GASKET CO., INC.	724329-001	04/17/2026	CUT RUBBER	015-505-501-198	57.60
TITAN AVIATION FUELS	008096	05/06/2026	JET A FUEL	015-505-525-233	34,818.80
RSI NET * REMOTE SYSTEMS INTEGRATION *	JW50FJEP-0001	05/13/2026	MAINTENANCE	015-505-630-400	800.00
PACE EXCAVATING INC	INV0039086	05/15/2026	WORK FOR FAA AIP GRANT	015-505-720-805	1,733.49
TITAN AVIATION FUELS	008596	05/18/2026	JET A FUEL	015-505-525-233	32,939.35
RJ YOUNG	8060684	05/19/2026	CONTRACT/COPIES	015-505-604-330	85.23
POWERSTROKE EQUIPMENT SALES & SVC	9908	05/19/2026	TRIMMER LINE, BUMP HEAD	015-505-630-400	101.97
SOUTHERN TELECOMMUNICATIONS	APRIL2026	05/19/2026	MONTHLY USAGE	015-505-604-330	73.19
STARKVILLE UTILITIES	INV0039096	05/19/2026	MONTHLY UTILITIES	015-505-625-380	1,384.51
GARSITE/PROGRESS LLC	18299	05/20/2026	LEAK DETECTOR	015-505-630-400	57.11

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TITAN AVIATION FUELS	CM0000570	05/26/2026	CREDIT FOR OVERPAYMENT	015-505-525-233	-182.00
				Outstanding Total:	**72,686.67**
				Department 505 - AIRPORT Total:	**72,686.67**
				Fund 015 - AIRPORT FUND Total:	**72,686.67**
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED PROJECTS					
Outstanding					
PACE EXCAVATING INC	INV0039086	05/15/2026	WORK FOR FAA AIP GRANT	016-515-730-840	65,872.57
PACE EXCAVATING INC	INV0039086	05/15/2026	WORK FOR FAA AIP GRANT	016-515-730-841	1,733.49
				Outstanding Total:	**67,606.06**
				Department 515 - RESTRICTED PROJECTS Total:	**67,606.06**
				Fund 016 - RESTRICTED AIRPORT Total:	**67,606.06**
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
INGRAM EQUIPMENT COMPANY,LLC	P02408	02/24/2026	CAMERAS TRUCK 41 & 42	022-322-630-360	1,031.92
MHC KENWORTH-TUPELO	T00575600172314	03/04/2026	FUEL FILTER, FUEL PUMP, GASKET, SENSOR	022-322-630-252	3,089.57
TERRY'S GARAGE & REPAIRS, LLC	112567	05/04/2026	AIR CHAMBER, BRAKE CHAMBER, SUPPLIES	022-322-630-252	191.16
TERRY'S GARAGE & REPAIRS, LLC	112591	05/07/2026	PARK BRAKE VALVE, FREIGHT, LABOR	022-322-630-252	694.90
UNIFIRST CORPORATION	1830206879	05/07/2026	UNIFORMS	022-322-535-233	546.12
IVY AUTO PARTS, LLC.	780440	05/08/2026	SUPPLIES	022-322-555-250	232.46
RJ YOUNG	8047476	05/11/2026	CONTRACT/COPIES	022-322-604-330	155.14
H&R AGRI-POWER	CN84878	05/11/2026	O-RING, FILTERES	022-322-555-250	152.23
GATEWAY TIRE & SRV CTR	1018-232925	05/13/2026	TIRES TRUCK 49	022-322-630-255	603.72
GATEWAY TIRE & SRV CTR	1018-232971	05/13/2026	BRAKE PADS TRUCK 96A	022-322-630-360	301.08
GATEWAY TIRE & SRV CTR	1018-233129	05/13/2026	TIRE TRUCK 40	022-322-630-360	334.49
PAUL'S WELDING	1845	05/13/2026	MATERIAL TO FIX DUMPSTERS	022-322-630-405	225.00
IMPERIAL BAG & PAPER CO., LLC	5569382	05/13/2026	CLEANER, GLASS CLEANER, PAPER WIPER	022-322-501-200	402.66
IVY AUTO PARTS, LLC.	780760	05/13/2026	HOSE FITTINGS, ADAPTERS, ETC	022-322-555-250	567.84
REGIONS VISA	USI26-03869569	05/13/2026	INDEED	022-322-610-340	59.62
UNIFIRST CORPORATION	1830207864	05/14/2026	UNIFORMS	022-322-535-233	357.20
ROCKET ROADSIDE REPAIR SERVICES	50	05/14/2026	BRAKE REPAIR, ABS REPAIR	022-322-630-360	375.00
FUELMAN / FLEETCOR	NP70518523	05/18/2026	FUEL CHARGES 5/11/26-5/14/26	022-322-525-231	6,108.67
STARKVILLE UTILITIES	INV0039096	05/19/2026	MONTHLY UTILITIES	022-322-625-380	1,396.59
FUELMAN / FLEETCOR	NP70536840	05/25/2026	FUEL CHARGES 5/18/26-5/24/26	022-322-525-231	5,906.25
				Outstanding Total:	**22,731.62**
				Department 322 - SANITATION DEPARTMENT Total:	**22,731.62**
				Fund 022 - ENVIRONMENTAL SERVICES Total:	**22,731.62**
Fund: 304 - SS4A GRANT FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
NEEL-SCHAFFER	1114915	04/08/2026	GARRARD ROAD ROUNDABOUT	304-000-912-974	69,831.06
NEEL-SCHAFFER	1115854	05/11/2026	GARRARD ROAD ROUNDABOUT	304-000-912-974	20,353.69
				Outstanding Total:	**90,184.75**
				Department 000 - UNDESIGNATED Total:	**90,184.75**
				Fund 304 - SS4A GRANT FUND Total:	**90,184.75**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 305 - G. O. BOND FUND					
Department: 300 - STREET DEPARTMENT					
Outstanding					
HANNON LLC	21549-2	05/11/2026	ADA IMPROVEMENTS	305-300-900-915	99,078.68
				Outstanding Total:	**99,078.68**
				Department 300 - STREET DEPARTMENT Total:	**99,078.68**
				Fund 305 - G. O. BOND FUND Total:	**99,078.68**
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT					
Department: 656 - MAIN STREET CORRIDOR					
Outstanding					
ARCHITECTONICS PLLC	INV0039082	05/15/2026	MAIN ST CONSULTING	311-656-600-303	2,250.00
ECON CONSTRUCTION INC	25019-11	05/20/2026	MAIN STREET IMPROVEMENTS	311-656-912-850	107,677.32
				Outstanding Total:	**109,927.32**
				Department 656 - MAIN STREET CORRIDOR Total:	**109,927.32**
				Fund 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT Total:	**109,927.32**
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)					
Department: 551 - PARK & REC TOURISM					
Outstanding					
BYRUM CONSTRUCTION	13	04/28/2026	JL KING PARK CULVERT REPLACEMENT	312-551-901-276	48,422.72
				Outstanding Total:	**48,422.72**
				Department 551 - PARK & REC TOURISM Total:	**48,422.72**
				Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:	**48,422.72**
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
BELL BUILDING SUPPLY, INC.	452093	04/17/2026	QUICKCRETE JL KING DISC GOLF BASKETS	375-551-907-942	76.40
THE ARTFUL GARDENER LLC	INV0039081	05/13/2026	CORNERSTONE SOUTH TRAIL LOOP LAYOUT	375-551-907-942	3,862.50
U.S. BANK	8195485	05/22/2026	2024 PARK BOND AGENT FEE	375-551-840-877	650.00
				Outstanding Total:	**4,588.90**
				Department 551 - PARK & REC TOURISM Total:	**4,588.90**
				Fund 375 - PARK AND REC TOURISM Total:	**4,588.90**
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
BRYCE MORGAN FENCING	INV0039080	05/15/2026	GATE REPAIR JL KING SPLASHPAD	380-551-907-942	700.00
				Outstanding Total:	**700.00**
				Department 551 - PARK & REC TOURISM Total:	**700.00**
				Fund 380 - PARK BONDS 2020 Total:	**700.00**
				Grand Total:	**749,372.90**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	233,446.18	0.00
015 - AIRPORT FUND	72,686.67	0.00
016 - RESTRICTED AIRPORT	67,606.06	0.00
022 - ENVIRONMENTAL SERVICES	22,731.62	0.00
304 - SS4A GRANT FUND	90,184.75	0.00
305 - G. O. BOND FUND	99,078.68	0.00
311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT	109,927.32	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	48,422.72	0.00
375 - PARK AND REC TOURISM	4,588.90	0.00
380 - PARK BONDS 2020	700.00	0.00
Grand Total:	**749,372.90**	**0.00**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & S...	306.55	0.00
001-000-054-205	DUE FROM STARKVILLE ...	135.00	0.00
001-005-054-208	DUE FROM PARKS & REC...	431.70	0.00
001-110-490-134	UNEMPLOYMENT PAYM...	399.04	0.00
001-110-501-200	SUPPLIES	262.98	0.00
001-110-604-330	POSTAGE / COMMUNIC...	772.79	0.00
001-120-604-330	COMMUNICATIONS	44.29	0.00
001-123-600-300	WEB SITE SVCS, SOFTW...	1,508.79	0.00
001-123-604-330	COMMUNICATIONS	132.65	0.00
001-123-625-380	CAMERA OPERATING EX...	2,375.56	0.00
001-123-820-872	DELL STORAGE ARRAY L...	427.50	0.00
001-123-830-872	DELL STORAGE ARRAY I...	70.35	0.00
001-142-501-200	SUPPLIES/OFFICE EQUI...	261.73	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	984.11	0.00
001-180-600-300	PROFESSIONAL SERVICES	2,000.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	152.65	0.00
001-190-604-330	COPIERS/PHONES/IPADS	104.29	0.00
001-192-510-220	SUPPLIES - JANITORIAL, ...	152.10	0.00
001-192-600-338	CONTRACT SERVICES	1,734.00	0.00
001-192-625-381	UTILITIES - IRRIGATION	534.11	0.00
001-196-637-637	BRUSH ARBOR	61.74	0.00
001-197-525-231	GAS & OIL	65.91	0.00
001-197-600-308	ENGINEERING AND PRO...	10,035.00	0.00
001-197-604-330	COMMUNICATIONS	44.29	0.00
001-197-645-420	SOFTWARE	1,155.60	0.00
001-197-690-553	EDUCATION REIMB	1,743.00	0.00
001-201-501-200	OFFICE SUPPLIES	426.38	0.00
001-201-525-231	GAS & OIL	12,055.71	0.00
001-201-535-233	UNIFORMS	2,203.84	0.00
001-201-541-237	PRISONER JAIL EXPENSES	13,590.00	0.00
001-201-541-240	PRISONER MEDICAL/SU...	1,537.58	0.00
001-201-545-238	FIRING RANGE SUPPLIES ...	74.83	0.00
001-201-555-208	JANITORIAL SUPPLIES	390.36	0.00
001-201-556-251	POLICE SUPPLIES	12,164.45	0.00
001-201-556-253	Police Supplies - Cotton ...	9,438.29	0.00
001-201-600-300	PROFESSIONAL SERVICES	2,576.92	0.00
001-201-600-301	COTTON DISTRICT - PRO...	8,209.99	0.00
001-201-604-330	PHONES/POSTAGE	108.87	0.00
001-201-625-380	UTILITIES	9.00	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	2,898.74	0.00
001-201-635-369	COPIER RENTAL	1,111.91	0.00
001-201-645-420	SOFTWARE	35,512.20	0.00
001-201-690-552	POLICE TRAINING/EDUC...	264.82	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-690-555	DUES	140.00	0.00
001-245-501-200	SUPPLIES & UNIFORMS	80.00	0.00
001-246-525-231	GAS & OIL	231.91	0.00
001-246-604-330	PHONES, IPADS, POSTA...	18.20	0.00
001-261-501-200	OFFICE SUPPLIES / EXPE...	299.96	0.00
001-261-525-231	GAS & OIL	2,397.86	0.00
001-261-535-233	UNIFORMS & UNIFORM ...	2,866.82	0.00
001-261-555-250	SMALL EQUIPMENT AND...	2,220.78	0.00
001-261-558-269	BUILDING MAINTENANCE	634.32	0.00
001-261-600-390	FIRE TRAINING / TRAVEL	307.25	0.00
001-261-604-330	PHONES/CABLE/INTERN...	782.48	0.00
001-261-625-380	UTILITIES	1,725.38	0.00
001-261-630-360	REPAIRS & MAINT-VEHIC...	239.22	0.00
001-261-630-404	RADIO MAINTENANCE / ...	720.00	0.00
001-261-690-555	DUES	278.18	0.00
001-281-501-200	OFFICE SUPPLIES	156.68	0.00
001-281-525-231	GAS & OIL	111.71	0.00
001-281-555-250	SMALL EQUIPMENT AND...	75.79	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	104.29	0.00
001-281-645-420	SOFTWARE	333.71	0.00
001-290-625-380	UTILITIES & HYPER REAC...	110.56	0.00
001-301-525-231	GAS & OIL	4,076.43	0.00
001-301-535-233	UNIFORMS	304.60	0.00
001-301-555-250	SMALL EQUIP, TOOLS & ...	566.01	0.00
001-301-560-270	CONSTRUCTION MATER...	4,233.52	0.00
001-301-600-300	TREE TRIMMING	3,360.00	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	527.24	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	25.50	0.00
001-301-630-400	EQUIPMENT REPAIR & ...	2,151.00	0.00
001-360-525-231	GAS & OIL	136.22	0.00
001-360-535-233	UNIFORMS	652.00	0.00
001-360-555-250	SMALL EQUIPMENT AND...	108.94	0.00
001-550-600-297	REIMBURSEMENT	75,000.00	0.00
015-505-501-198	BUILDING REPAIRS & MA...	57.60	0.00
015-505-525-233	JET A FUEL PURCHASES	67,576.15	0.00
015-505-604-330	CELL PHONE/POSTAGE ...	158.42	0.00
015-505-625-380	UTILITIES	1,384.51	0.00
015-505-630-400	EQUIPMENT REPAIR & ...	1,776.50	0.00
015-505-720-805	CAP OUTLAY-GRANT MA...	1,733.49	0.00
016-515-730-840	3-28-0068-033-2025 FAA	65,872.57	0.00
016-515-730-841	3-28-0068-033-2025 M...	1,733.49	0.00
022-322-501-200	OFFICE SUPPLIES	402.66	0.00
022-322-525-231	GAS & OIL	12,014.92	0.00
022-322-535-233	UNIFORMS	903.32	0.00
022-322-555-250	SMALL EQUIP, TOOLS & ...	952.53	0.00
022-322-604-330	COPIER, PHONES, RADIOS	155.14	0.00
022-322-610-340	ADVERTISING	59.62	0.00
022-322-625-380	UTILITIES	1,396.59	0.00
022-322-630-252	VEHICLE R&M - COMME...	3,975.63	0.00
022-322-630-255	VEHICLE R&M - RUBBISH	603.72	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	2,042.49	0.00
022-322-630-405	EQUIPMENT R&M - CO...	225.00	0.00
304-000-912-974	SS4A GRANT CONSTRUC...	90,184.75	0.00
305-300-900-915	2026 ADA IMPROVEME...	99,078.68	0.00
311-656-600-303	PROF. SERVICES - OTHER	2,250.00	0.00
311-656-912-850	CONSTRUCTION	107,677.32	0.00
312-551-901-276	J L KING CULVERT REPLA...	48,422.72	0.00
375-551-840-877	PAYING AGENT FEES	650.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
375-551-907-942	EXISTING PARK IMPROV...	3,938.90	0.00
380-551-907-942	EXISTING PARK IMPROV...	700.00	0.00
	Grand Total:	**749,372.90**	**0.00**

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	401,759.43	0.00
25005200	90,184.75	0.00
25019300	107,677.32	0.00
25019470	2,250.00	0.00
26003302	99,078.68	0.00
312551901276	48,422.72	0.00
Grand Total:	**749,372.90**	**0.00**

CITY OF STARKVILLE
PAYROLL CLAIMS DOCKET
May 14, 2026 - May 28, 2026

DATE	VENDOR	DESCRIPTION	AMOUNT
5/18/2026	Blue Cross of MS	Health Insurance	$ 85,096.35
5/20/2026	Kronos	5/22/26 PAYROLL	$ 409,169.06
5/20/2026	Kronos	PAYROLL TAXES ON 5/22/26 PAYROLL	$ 139,716.85
5/22/2026	Starkville Athletic Club	Retirement	$ 107.50
5/22/2026	AFLAC	Employee Benefits	$ 3,294.32
5/22/2026	CRDU	Child Support	$ 1,949.50
5/22/2026	NC Child Support	Child Support	$ 212.00
5/22/2026	Metlife	Employee Benefits	$ 3,692.61
5/22/2026	FSPC	Child Support	$ 125.00
5/22/2026	Chapter 13 - Todd S. Johns	Chapter 13 Bankruptcy	$ 423.00
5/22/2026	Symmetra	Employee Benefits	$ 276.20
5/22/2026	MDHS	Child Support	$ 81.00
5/22/2026	Pat Henley	Garnishment	$ 313.50
5/22/2026	Rausch Sturm LLP	Garnishment	$ 304.01
5/28/2026	Kronos	5/22/26 PAYROLL	$ 1,109.22
5/28/2026	Kronos	PAYROLL TAXES ON 5/22/26 PAYROLL	$ 572.24
5/28/2026	Blue Cross of MS	Health Insurance	$ 69,066.70
TOTAL PAYROLL			$ 715,509.06

Starkville UTILITIES
200 N Lafayette Street • Starkville, MS 39759
Telephone & Fax: 662-323-3133

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

Connor Carraway

Connor Carraway
Accounting & Finance Manager
Starkville Utilities

Starkville Utlities
May 1, 2026 - May 31, 2026

Date	Vendor	Description	Amount
5/8/2026	Direct Deposit	Starkville Electric Payroll	71,386.35
5/8/2026	Direct Deposit	Starkville Water Payroll	45,838.98
5/22/2026	Direct Deposit	Starkville Electric Payroll	70,663.39
5/22/2026	Direct Deposit	Starkville Water Payroll	49,043.24
5/6/2026	IRS	4/24/26 PR 941 Tax	35,879.41
5/13/2026	IRS	5/8/26 PR 941 Tax	36,228.99
5/27/2026	IRS	5/22/26 PR 941 Tax	36,803.32
5/15/2026	MS Dept Rev	Apr 2026 WH Tax	7,539.24
5/20/2026	MS Dept Rev	Apr 2026 Sales Tax - Electric	73,079.08
5/20/2026	MS Dept Rev	Apr 2026 Sales Tax - Water	28,477.09
5/11/2026	MDHS	Apr 2026 Child Support	3,094.90
5/8/2026	AFLAC	Apr 2026 Aflac - Electric	1,272.00
5/8/2026	AFLAC	Apr 2026 Aflac - Water	729.84
5/7/2026	MS PERS	Apr 2026 PERS	89,053.61
5/1/2026	MS Deferred Comp	Apr 2026 MS DC	3,299.28
5/27/2026	Starkville Athletic Club	Membership Fees	45.00
5/27/2026	Bison Cash	Garnishment	561.91
5/27/2026	Todd S. Johns CH13 Trustee	Garnishment	1,836.00
5/20/2026	4-County EPA	Utilities	17,276.17
5/22/2026	Refund Checks	Inactive Refund/Credit Bal Refund	7,797.94
5/13/2026	TVA	Puchased Power	3,131,117.20
Total			3,711,022.94

05/27/2026 8:16:27 am

ACCOUNTS PAYABLE
AGING INVOICE

Beginning Date: 06/04/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
95	2 LADIES PROMO	05/21/26	06/03/26	2421	UNIFORMS	451.45			
					Total for Vendor - 95:	451.45	0.00	0.00	0.00
139	ACC BUSINESS	05/11/26	06/03/26	6508975117	Internet Services	1,377.48			
					Total for Vendor - 139:	1,377.48	0.00	0.00	0.00
131	ALTEC INDUSTRIES, INC.	05/06/26	06/03/26	13579034	SUPPLIES	263.58			
131	ALTEC INDUSTRIES, INC.	05/08/26	06/03/26	13582487	TOOLS	106.28			
131	ALTEC INDUSTRIES, INC.	05/11/26	06/03/26	13585594	TOOLS	2,091.58			
					Total for Vendor - 131:	2,461.44	0.00	0.00	0.00
116	AMAZON CAPITAL SERVICES	05/11/26	06/03/26	11RQ-VXCL-7PJ7	OFFICE SUPPLIES	569.56			
116	AMAZON CAPITAL SERVICES	05/11/26	06/03/26	1PMG-6F3H-CJPF	OFFICE SUPPLIES	225.17			
					Total for Vendor - 116:	794.73	0.00	0.00	0.00
110	ARKANSAS ELECTRIC	05/13/26	06/03/26	9000022400	MATERIALS	247.50			
110	ARKANSAS ELECTRIC	05/13/26	06/03/26	9000022401	MATERIALS	380.80			
					Total for Vendor - 110:	628.30	0.00	0.00	0.00
134	ATWELL & GENT, P.A.	05/26/26	06/03/26	26-223	Engineering Services	1,665.00			
134	ATWELL & GENT, P.A.	05/26/26	06/03/26	26-224	Engineering Services	565.00			
134	ATWELL & GENT, P.A.	05/26/26	06/03/26	26-225	Engineering Services - 69KV Relo	14,546.00			
134	ATWELL & GENT, P.A.	05/26/26	06/03/26	26-226	Engineering Services	995.00			
134	ATWELL & GENT, P.A.	05/26/26	06/03/26	26-227	Engineering Services	185.00			
134	ATWELL & GENT, P.A.	05/26/26	06/03/26	26-229	Engineering Services	185.00			
					Total for Vendor - 134:	18,141.00	0.00	0.00	0.00
198	BRISLIN, INC.	05/13/26	06/03/26	260734	HVAC MAINTENANCE	723.76			
198	BRISLIN, INC.	05/14/26	06/03/26	260707	HVAC MAINTENANCE	1,450.00			
					Total for Vendor - 198:	2,173.76	0.00	0.00	0.00
236	BTS FIRE PROTECTION	12/29/25	06/03/26	SI25-0097	SAFETY INSPECTION	850.00			
					Total for Vendor - 236:	850.00	0.00	0.00	0.00
1920	CANNON FORD LINCOLN OF ST	05/12/26	06/03/26	216292	VEHICLE MAINTENANCE	382.28			
					Total for Vendor - 1920:	382.28	0.00	0.00	0.00
20250	CHEMPRO SERVICES, INC	03/31/26	06/03/26	23620	CONTRACT SERVICES	5,045.00			
					Total for Vendor - 20250:	5,045.00	0.00	0.00	0.00
314	CINTAS CORPORATION	05/15/26	06/03/26	5336399604	SAFETY SUPPLIES	92.58			

Beginning Date: 06/04/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
					Total for Vendor - 314:	92.58	0.00	0.00	0.00
350	COLUMBUS FENCE COMPANY	05/20/26	06/03/26	31281	SERVICES	300.00			
					Total for Vendor - 350:	300.00	0.00	0.00	0.00
510	EDWARD KEMP	05/26/26	06/03/26	042426 NMPPA	NMPPA	100.05			
					Total for Vendor - 510:	100.05	0.00	0.00	0.00
99009746	ENDEAVOR / SYNERGETICS DC	03/06/25		20250219115438C	CREDIT ON ACCOUNT	-1,691.40			
					Total for Vendor - 99009746:	-1,691.40	0.00	0.00	0.00
20454	ESRI	05/08/26	06/03/26	900250299	SOFTWARE	6,256.78			
					Total for Vendor - 20454:	6,256.78	0.00	0.00	0.00
455	EXELL WATER & COFFEE, INC.	05/14/26	06/03/26	696021	WATER	39.83			
					Total for Vendor - 455:	39.83	0.00	0.00	0.00
616	FUELMAN	05/26/26	06/03/26	NP70461482	FUELMAN	2,877.15			
616	FUELMAN	05/26/26	06/03/26	NP70489210	FUELMAN	2,438.55			
616	FUELMAN	05/26/26	06/03/26	NP70536840	Fuelman	2,046.82			
					Total for Vendor - 616:	7,362.52	0.00	0.00	0.00
697	GARNER COMMUNICATION SE	05/14/26	06/03/26	1046646	IT EQUIPMENT	8,480.00			
					Total for Vendor - 697:	8,480.00	0.00	0.00	0.00
691	GATEWAY TIRE&SERVICE CEN	05/12/26	06/03/26	1018-233072	VEHICLE MAINTENANCE	1,409.96			
					Total for Vendor - 691:	1,409.96	0.00	0.00	0.00
730	GRESCO UTILITY SUPPLY, INC.	05/22/26	06/03/26	50031959-00	MATERIALS	5,936.00			
730	GRESCO UTILITY SUPPLY, INC.	05/22/26	06/03/26	50032075-00	MATERIALS	5,936.00			
					Total for Vendor - 730:	11,872.00	0.00	0.00	0.00
400	IVY AUTO PARTS	05/12/26	06/03/26	780658	VEHICLE MAINTENANCE	4.40			
400	IVY AUTO PARTS	05/14/26	06/03/26	780843	VEHICLE MAINTENANCE	131.88			
400	IVY AUTO PARTS	05/21/26	06/03/26	781294	VEHICLE MAINTENANCE	26.98			
					Total for Vendor - 400:	163.26	0.00	0.00	0.00
1010	JT RAY COMPANY	05/15/26	06/03/26	78196	COPIER SERVICE	331.70			
1010	JT RAY COMPANY	05/15/26	06/03/26	78197	COPIER SERVICE	259.73			
1010	JT RAY COMPANY	05/15/26	06/03/26	78199	COPIER SERVICE	224.56			
					Total for Vendor - 1010:	815.99	0.00	0.00	0.00

Beginning Date: 06/04/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1205	LOWE'S	05/12/26	06/03/26	974427-QSKMYU	SUPPLIES	72.59			
1205	LOWE'S	05/18/26	06/03/26	994075-QTEFXY	SUPPLIES	79.68			
					Total for Vendor - 1205:	152.27	0.00	0.00	0.00
1287	MAXXSOUTH BROADBAND	05/26/26	06/03/26	25311645	ACCT# 8282-41-101-0743913	5.63			
					Total for Vendor - 1287:	5.63	0.00	0.00	0.00
1323	MISSISSIPPI STATE UNIVERSIT	05/26/26	06/03/26	TVA ENERGY RIGH	TVA Energy Right - MSU	17,038.70			
					Total for Vendor - 1323:	17,038.70	0.00	0.00	0.00
1394	NARRATIVE 12 LLC	05/26/26	06/03/26	052526	Cust Comm Monthly Retainer	4,500.00			
					Total for Vendor - 1394:	4,500.00	0.00	0.00	0.00
1400	NESCO	05/13/26	06/03/26	S2802692.001	SUPPLIES	21.53			
1400	NESCO	05/18/26	06/03/26	S2803550.001	MATERIALS	235.16			
					Total for Vendor - 1400:	256.69	0.00	0.00	0.00
1403	NISC	05/26/26	06/03/26	660426	april 2026 PRINT SERVICES	9,742.56			
1403	NISC	05/26/26	06/03/26	661234	april 2026 MISC	1,098.37			
1403	NISC	05/26/26	06/03/26	661949	April 2026 RECURRING EXP	19,227.39			
					Total for Vendor - 1403:	30,068.32	0.00	0.00	0.00
1406	NORTHEAST EXTERMINATING	05/12/26	06/03/26	146682	PEST CONTROL	1,000.00			
					Total for Vendor - 1406:	1,000.00	0.00	0.00	0.00
1525	OKTIBBEHA CO. CO-OP	05/06/26	06/03/26	1219562	UNIFORMS	133.33			
					Total for Vendor - 1525:	133.33	0.00	0.00	0.00
1816	REGULATORY COMPLIANCE SE	01/05/26	01/21/26	J188-01/05/2026	PCB MANAGMENT SUPPORT				395.00
					Total for Vendor - 1816:	0.00	0.00	0.00	395.00
99009994	ROBERT ATKINS	05/26/26	06/03/26	052126	Insect Repellant	21.94			
					Total for Vendor - 99009994:	21.94	0.00	0.00	0.00
1887	S & S LINE SERVICE INC	05/15/26	06/03/26	3146	ROW CLEARING	1,643.60			
1887	S & S LINE SERVICE INC	05/15/26	06/03/26	3147	ROW CLEARING	6,077.60			
1887	S & S LINE SERVICE INC	05/15/26	06/03/26	3148	ROW CLEARING	6,077.60			
1887	S & S LINE SERVICE INC	05/22/26	06/03/26	3149	ROW CLEARING	1,643.60			
1887	S & S LINE SERVICE INC	05/22/26	06/03/26	3150	ROW CLEARING	6,077.60			
1887	S & S LINE SERVICE INC	05/22/26	06/03/26	3151	ROW CLEARING	5,663.60			
					Total for Vendor - 1887:	27,183.60	0.00	0.00	0.00

Beginning Date: 06/04/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1925	SCOTT PETROLEUM CORP.	05/13/26	06/03/26	1486419	GAS	49.50			
					Total for Vendor - 1925:	49.50	0.00	0.00	0.00
1940	STUART C. IRBY	05/12/26	06/03/26	S014497998.001	MATERIALS	2,152.00			
					Total for Vendor - 1940:	2,152.00	0.00	0.00	0.00
1823	SUNSTAR INSURANCE SERVICE	05/12/26	06/03/26	1504471	Surety Bond	175.00			
					Total for Vendor - 1823:	175.00	0.00	0.00	0.00
2209	VERIZON CONNECT FLEET USA	05/26/26	06/03/26	605000081706	ACCT 100000167615 GPS	988.90			
					Total for Vendor - 2209:	988.90	0.00	0.00	0.00
2210	VERIZON WIRELESS	05/26/26	06/03/26	6141969242	ACCT# 242091190-00001	1,472.24			
2210	VERIZON WIRELESS	05/26/26	06/03/26	6142455724	ACCT# 442062821-00001	507.44			
					Total for Vendor - 2210:	1,979.68	0.00	0.00	0.00
2303	WATERMARK PRINTERS	05/26/26	06/03/26	18129	OFFICE SUPPLIES	187.00			
					Total for Vendor - 2303:	187.00	0.00	0.00	0.00
					Grand Total:	$ 153,399.57	$ 0.00	$ 0.00	$ 395.00

Beginning Date: 06/04/2026

PARAMETERS ENTERED:

Beginning Date:	06/04/2026
Aging Intervals (Days):	30/60/90
Vendor:	All
GL Division:	All
GL Account:	All
GL Department:	All
GL Activity:	All
Format:	Summary
Subtotal By Vendor:	Yes
Sort By:	Name
AP GL Account:	1 232.0
Group By	AP GL Account

05/27/2026 8:14:38 am

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 95 2 LADIES PROMO						Balance: 451.45						
2421	IN	1	232.0	05/21/2026		06/03/2026		451.45	0.00	451.45	0.00	DD
						Total For Vendor 95:		451.45	0.00	451.45	0.00	
						Invoice Count:		1				
Vendor: 139 ACC BUSINESS						Balance: 1,377.48						
6508975117	IN	1	232.0	05/11/2026		06/03/2026	1	1,377.48	0.00	1,377.48	0.00	DD
						Total For Vendor 139:		1,377.48	0.00	1,377.48	0.00	
						Invoice Count:		1				
Vendor: 131 ALTEC INDUSTRIES, INC.						Balance: 2,461.44						
13579034	IN	1	232.0	05/06/2026		06/03/2026		263.58	0.00	263.58	0.00	DD
13582487	IN	1	232.0	05/08/2026		06/03/2026		106.28	0.00	106.28	0.00	DD
13585594	IN	1	232.0	05/11/2026		06/03/2026		2,091.58	0.00	2,091.58	0.00	DD
						Total For Vendor 131:		2,461.44	0.00	2,461.44	0.00	
						Invoice Count:		3				
Vendor: 116 AMAZON CAPITAL SERVICES						Balance: 1,987.99						
11RQ-VXCL-7PJ7	IN	1	232.0	05/11/2026		06/03/2026		569.56	0.00	569.56	0.00	DD
1PMG-6F3H-CJPF	IN	1	232.0	05/11/2026		06/03/2026		225.17	0.00	225.17	0.00	DD
						Total For Vendor 116:		794.73	0.00	794.73	0.00	
						Invoice Count:		2				
Vendor: 110 ARKANSAS ELECTRIC						Balance: 628.30						
9000022400	IN	1	232.0	05/13/2026		06/03/2026	1	247.50	0.00	247.50	0.00	DD
9000022401	IN	1	232.0	05/13/2026		06/03/2026	1	380.80	0.00	380.80	0.00	DD
						Total For Vendor 110:		628.30	0.00	628.30	0.00	
						Invoice Count:		2				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 134 ATWELL & GENT, P.A.						Balance:	20,766.00					
26-223	IN	1	232.0	05/26/2026		06/03/2026	1	1,665.00	0.00	1,665.00	0.00	DD
26-224	IN	1	232.0	05/26/2026		06/03/2026	1	565.00	0.00	565.00	0.00	DD
26-225	IN	1	232.0	05/26/2026		06/03/2026	1	14,546.00	0.00	14,546.00	0.00	DD
26-226	IN	1	232.0	05/26/2026		06/03/2026	1	995.00	0.00	995.00	0.00	DD
26-227	IN	1	232.0	05/26/2026		06/03/2026	1	185.00	0.00	185.00	0.00	DD
26-229	IN	1	232.0	05/26/2026		06/03/2026	1	185.00	0.00	185.00	0.00	DD
						Total For Vendor 134:		18,141.00	0.00	18,141.00	0.00	
						Invoice Count:		6				
Vendor: 198 BRISLIN, INC.						Balance:	2,173.76					
260734	IN	1	232.0	05/13/2026		06/03/2026		723.76	0.00	723.76	0.00	DD
260707	IN	1	232.0	05/14/2026		06/03/2026		1,450.00	0.00	1,450.00	0.00	DD
						Total For Vendor 198:		2,173.76	0.00	2,173.76	0.00	
						Invoice Count:		2				
Vendor: 236 BTS FIRE PROTECTION						Balance:	850.00					
SI25-0097	IN	1	232.0	12/29/2025		06/03/2026		850.00	0.00	850.00	0.00	DD
						Total For Vendor 236:		850.00	0.00	850.00	0.00	
						Invoice Count:		1				
Vendor: 1920 CANNON FORD LINCOLN OF STARK						Balance:	520.17					
216292	IN	1	232.0	05/12/2026		06/03/2026		382.28	0.00	382.28	0.00	DD
						Total For Vendor 1920:		382.28	0.00	382.28	0.00	
						Invoice Count:		1				
Vendor: 20250 CHEMPRO SERVICES, INC						Balance:	12,995.00					
23620	IN	1	232.0	03/31/2026		06/03/2026		5,045.00	0.00	5,045.00	0.00	DD
						Total For Vendor 20250:		5,045.00	0.00	5,045.00	0.00	
						Invoice Count:		1				

05/27/2026 8:14:38 am

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 314 CINTAS CORPORATION						Balance:	92.58					
5336399604	IN	1	232.0	05/15/2026		06/03/2026		92.58	0.00	92.58	0.00	DD
						Total For Vendor 314:		92.58	0.00	92.58	0.00	
						Invoice Count:		1				
Vendor: 350 COLUMBUS FENCE COMPANY LLC.						Balance:	300.00					
31281	IN	1	232.0	05/20/2026		06/03/2026		300.00	0.00	300.00	0.00	CHK
						Total For Vendor 350:		300.00	0.00	300.00	0.00	
						Invoice Count:		1				
Vendor: 510 EDWARD KEMP						Balance:	100.05					
042426 NMPPA	IN	1	232.0	05/26/2026		06/03/2026	1	100.05	0.00	100.05	0.00	DD
						Total For Vendor 510:		100.05	0.00	100.05	0.00	
						Invoice Count:		1				
Vendor: 99009746 ENDEAVOR / SYNERGETICS DCS, INC						Balance:	-1,691.40					
20250219115438C	MC	1	232.0	03/06/2025			1	-1,691.40	0.00	0.00	-1,691.40	
						Total For Vendor 99009746:		-1,691.40	0.00	0.00	-1,691.40	
						Invoice Count:		1				
Vendor: 20454 ESRI						Balance:	6,256.78					
900250299	IN	1	232.0	05/08/2026		06/03/2026		6,256.78	0.00	6,256.78	0.00	DD
						Total For Vendor 20454:		6,256.78	0.00	6,256.78	0.00	
						Invoice Count:		1				
Vendor: 455 EXELL WATER & COFFEE, INC.						Balance:	39.83					
696021	IN	1	232.0	05/14/2026		06/03/2026		39.83	0.00	39.83	0.00	DD
						Total For Vendor 455:		39.83	0.00	39.83	0.00	
						Invoice Count:		1				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 616 FUELMAN						Balance:	7,362.52					
NP70461482	IN	1	232.0	05/26/2026		06/03/2026	1	2,877.15	0.00	2,877.15	0.00	CHK
NP70489210	IN	1	232.0	05/26/2026		06/03/2026	1	2,438.55	0.00	2,438.55	0.00	CHK
NP70536840	IN	1	232.0	05/26/2026		06/03/2026	1	2,046.82	0.00	2,046.82	0.00	CHK
						Total For Vendor 616:		7,362.52	0.00	7,362.52	0.00	
						Invoice Count:		3				
Vendor: 697 GARNER COMMUNICATION SERVICE						Balance:	8,480.00					
1046646	IN	1	232.0	05/14/2026		06/03/2026		8,480.00	0.00	8,480.00	0.00	DD
						Total For Vendor 697:		8,480.00	0.00	8,480.00	0.00	
						Invoice Count:		1				
Vendor: 691 GATEWAY TIRE&SERVICE CENTER						Balance:	1,435.46					
1018-233072	IN	1	232.0	05/12/2026		06/03/2026		1,409.96	0.00	1,409.96	0.00	DD
						Total For Vendor 691:		1,409.96	0.00	1,409.96	0.00	
						Invoice Count:		1				
Vendor: 730 GRESCO UTILITY SUPPLY, INC.						Balance:	11,872.00					
50031959-00	IN	1	232.0	05/22/2026		06/03/2026		5,936.00	0.00	5,936.00	0.00	DD
50032075-00	IN	1	232.0	05/22/2026		06/03/2026		5,936.00	0.00	5,936.00	0.00	DD
						Total For Vendor 730:		11,872.00	0.00	11,872.00	0.00	
						Invoice Count:		2				
Vendor: 400 IVY AUTO PARTS						Balance:	703.24					
780658	IN	1	232.0	05/12/2026		06/03/2026		4.40	0.00	4.40	0.00	DD
780843	IN	1	232.0	05/14/2026		06/03/2026		131.88	0.00	131.88	0.00	DD
781294	IN	1	232.0	05/21/2026		06/03/2026		26.98	0.00	26.98	0.00	DD
						Total For Vendor 400:		163.26	0.00	163.26	0.00	
						Invoice Count:		3				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 1010 JT RAY COMPANY						Balance:	907.89					
78196	IN	1	232.0	05/15/2026		06/03/2026		331.70	0.00	331.70	0.00	DD
78197	IN	1	232.0	05/15/2026		06/03/2026		259.73	0.00	259.73	0.00	DD
78199	IN	1	232.0	05/15/2026		06/03/2026		224.56	0.00	224.56	0.00	DD
						Total For Vendor 1010:		815.99	0.00	815.99	0.00	
						Invoice Count:		3				
Vendor: 1205 LOWE'S						Balance:	452.46					
974427-QSKMYU	IN	1	232.0	05/12/2026		06/03/2026		72.59	0.00	72.59	0.00	CHK
994075-QTEFXY	IN	1	232.0	05/18/2026		06/03/2026		79.68	0.00	79.68	0.00	CHK
						Total For Vendor 1205:		152.27	0.00	152.27	0.00	
						Invoice Count:		2				
Vendor: 1287 MAXXSOUTH BROADBAND						Balance:	120.63					
25311645	IN	1	232.0	05/26/2026		06/03/2026	1	5.63	0.00	5.63	0.00	CHK
						Total For Vendor 1287:		5.63	0.00	5.63	0.00	
						Invoice Count:		1				
Vendor: 1323 MISSISSIPPI STATE UNIVERSITY						Balance:	17,038.70					
TVA ENERGY RIGHT M	IN	1	232.0	05/26/2026		06/03/2026	1	17,038.70	0.00	17,038.70	0.00	CHK
						Total For Vendor 1323:		17,038.70	0.00	17,038.70	0.00	
						Invoice Count:		1				
Vendor: 1394 NARRATIVE 12 LLC						Balance:	4,500.00					
052526	IN	1	232.0	05/26/2026		06/03/2026	1	4,500.00	0.00	4,500.00	0.00	DD
						Total For Vendor 1394:		4,500.00	0.00	4,500.00	0.00	
						Invoice Count:		1				
Vendor: 1400 NESCO						Balance:	7,506.37					
S2802692.001	IN	1	232.0	05/13/2026		06/03/2026		21.53	0.00	21.53	0.00	DD
S2803550.001	IN	1	232.0	05/18/2026		06/03/2026		235.16	0.00	235.16	0.00	DD
						Total For Vendor 1400:		256.69	0.00	256.69	0.00	
						Invoice Count:		2				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed		Pmt Type
Vendor: 1403 NISC						Balance:	30,068.32						
660426	IN	1	232.0	05/26/2026		06/03/2026	1	9,742.56	0.00	9,742.56	0.00		DD
661234	IN	1	232.0	05/26/2026		06/03/2026	1	1,098.37	0.00	1,098.37	0.00		DD
661949	IN	1	232.0	05/26/2026		06/03/2026	1	19,227.39	0.00	19,227.39	0.00		DD
						Total For Vendor 1403:		30,068.32	0.00	30,068.32	0.00		
						Invoice Count:		3					
Vendor: 1406 NORTHEAST EXTERMINATING						Balance:	1,000.00						
146682	IN	1	232.0	05/12/2026		06/03/2026		1,000.00	0.00	1,000.00	0.00		DD
						Total For Vendor 1406:		1,000.00	0.00	1,000.00	0.00		
						Invoice Count:		1					
Vendor: 1525 OKTIBBEHA CO. CO-OP						Balance:	1,589.31						
1219562	IN	1	232.0	05/06/2026		06/03/2026		133.33	0.00	133.33	0.00		DD
						Total For Vendor 1525:		133.33	0.00	133.33	0.00		
						Invoice Count:		1					
Vendor: 1816 REGULATORY COMPLIANCE SERVIC						Balance:	395.00						
J188-01/05/2026	IN	1	232.0	01/05/2026		01/21/2026	1	395.00	0.00	0.00	395.00	HOLD	CHK
						Total For Vendor 1816:		395.00	0.00	0.00	395.00		
						Invoice Count:		1					
Vendor: 99009994 ROBERT ATKINS						Balance:	21.94						
052126	IN	1	232.0	05/26/2026		06/03/2026	1	21.94	0.00	21.94	0.00		DD
						Total For Vendor 99009994:		21.94	0.00	21.94	0.00		
						Invoice Count:		1					

05/27/2026 8:14:38 am

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 1887 S & S LINE SERVICE INC						Balance:	27,183.60					
3146	IN	1	232.0	05/15/2026		06/03/2026	1	1,643.60	0.00	1,643.60	0.00	DD
3147	IN	1	232.0	05/15/2026		06/03/2026	1	6,077.60	0.00	6,077.60	0.00	DD
3148	IN	1	232.0	05/15/2026		06/03/2026	1	6,077.60	0.00	6,077.60	0.00	DD
3149	IN	1	232.0	05/22/2026		06/03/2026	1	1,643.60	0.00	1,643.60	0.00	DD
3150	IN	1	232.0	05/22/2026		06/03/2026	1	6,077.60	0.00	6,077.60	0.00	DD
3151	IN	1	232.0	05/22/2026		06/03/2026	1	5,663.60	0.00	5,663.60	0.00	DD
						Total For Vendor 1887:		27,183.60	0.00	27,183.60	0.00	
						Invoice Count:		6				
Vendor: 1925 SCOTT PETROLEUM CORP.						Balance:	49.50					
1486419	IN	1	232.0	05/13/2026		06/03/2026		49.50	0.00	49.50	0.00	DD
						Total For Vendor 1925:		49.50	0.00	49.50	0.00	
						Invoice Count:		1				
Vendor: 1940 STUART C. IRBY						Balance:	2,152.00					
S014497998.001	IN	1	232.0	05/12/2026		06/03/2026	1	2,152.00	0.00	2,152.00	0.00	DD
						Total For Vendor 1940:		2,152.00	0.00	2,152.00	0.00	
						Invoice Count:		1				
Vendor: 1823 SUNSTAR INSURANCE SERVICES						Balance:	175.00					
1504471	IN	1	232.0	05/12/2026		06/03/2026	1	175.00	0.00	175.00	0.00	CHK
						Total For Vendor 1823:		175.00	0.00	175.00	0.00	
						Invoice Count:		1				
Vendor: 2209 VERIZON CONNECT FLEET USA						Balance:	988.90					
605000081706	IN	1	232.0	05/26/2026		06/03/2026	1	988.90	0.00	988.90	0.00	CHK
						Total For Vendor 2209:		988.90	0.00	988.90	0.00	
						Invoice Count:		1				

05/27/2026 8:14:38 am

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 2210 VERIZON WIRELESS						Balance:	1,979.68					
6141969242	IN	1	232.0	05/26/2026		06/03/2026	1	1,472.24	0.00	1,472.24	0.00	CHK
6142455724	IN	1	232.0	05/26/2026		06/03/2026	1	507.44	0.00	507.44	0.00	CHK
						Total For Vendor 2210:		1,979.68	0.00	1,979.68	0.00	
						Invoice Count:		2				
Vendor: 2303 WATERMARK PRINTERS						Balance:	301.00					
18129	IN	1	232.0	05/26/2026		06/03/2026		187.00	0.00	187.00	0.00	DD
						Total For Vendor 2303:		187.00	0.00	187.00	0.00	
						Invoice Count:		1				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Gross:	153,794.57
Discount:	0.00
Current:	155,090.97
Future:	-1,296.40
Disputed:	395.00
Discount Taken:	0.00
Discount Lost:	0.00

Pay Thru Date:	06/04/2026	**Update:**	No
Check Date:	06/04/2026	**Selection:**	Selected AP GL Accounts
Direct Deposit/E-Payment Date:	06/04/2026	**Vendor Group:**	All
Discount Cutoff Date:	06/04/2026	**Invoice Type:**	All
		Print Duplicates:	Yes
		Process $0.00 Stubs:	Yes

Total Cash Disbursements

Bank	GL Division	GL Account	Amount
6 - RENASANT BANK-ELEC GE	1 - Starkville Electric Dept.	131.8 - CASH IN BANK - ELECTR	155,090.97

Total Check Amount:	28,002.70	**Total Checks:**	8	**Total Invoices:**	65
Total Direct Deposit Amount:	127,088.27	**Total Direct Deposits:**	29	**Total Misc Credits:**	1
Total E-Payment Amount:	0.00	**Total E-Payments:**	0	**Total Vendors:**	39
Total Cash Disbursements:	155,090.97				

05/27/2026 8:16:53 am

ACCOUNTS PAYABLE
AGING INVOICE

Beginning Date: 06/04/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
116	AMAZON CAPITAL SERVICES	05/07/26	06/03/26	1CQD-KD3Y-3D37	BUILDING MAINTENANCE	84.00			
116	AMAZON CAPITAL SERVICES	05/11/26	06/03/26	1RQT-K1HJ-9NXR	OFFICE SUPPLIES	569.56			
116	AMAZON CAPITAL SERVICES	05/18/26	06/03/26	1K3Q-H7LQ-R4WJ	OFFICE SUPPLIES	162.41			
116	AMAZON CAPITAL SERVICES	05/19/26	06/03/26	1MV1-66KR-CTTN	MATERIALS	348.00			
116	AMAZON CAPITAL SERVICES	05/20/26	06/03/26	1KPW-FDX3-9G7C	OFFICE SUPPLIES	12.23			
116	AMAZON CAPITAL SERVICES	05/22/26	06/03/26	1RPX-GP19-QGJM	VEHICLE MAINTENANCE	17.06			
					Total for Vendor - 116:	1,193.26	0.00	0.00	0.00
20121	AMERICAN WATER WORKS AS	05/26/26	06/03/26	SO298977	AWWA ANNUAL MEMBERSHI	4,923.00			
					Total for Vendor - 20121:	4,923.00	0.00	0.00	0.00
20076	APAC MISSISSIPPI, INC.	05/08/26	06/03/26	4000243957	ASPHALT	652.91			
20076	APAC MISSISSIPPI, INC.	05/11/26	06/03/26	4000244146	ASPHALT	645.28			
20076	APAC MISSISSIPPI, INC.	05/12/26	06/03/26	4000244311	ASPHALT	648.55			
20076	APAC MISSISSIPPI, INC.	05/15/26	06/03/26	4000244884	ASPHALT	650.73			
20076	APAC MISSISSIPPI, INC.	05/18/26	06/03/26	4000245041	ASPHALT	648.55			
					Total for Vendor - 20076:	3,246.02	0.00	0.00	0.00
124	ATMOS ENERGY	05/26/26	06/03/26	3020752702-051126	UTILITY BILL	48.21			
124	ATMOS ENERGY	05/26/26	06/03/26	3020752962-050826	UTILITY BILL	80.25			
					Total for Vendor - 124:	128.46	0.00	0.00	0.00
134	ATWELL & GENT, P.A.	05/26/26	06/03/26	26-228	Engineering Services	2,625.00			
					Total for Vendor - 134:	2,625.00	0.00	0.00	0.00
2039	BARNETT, THOMAS BRENT	05/04/26	06/03/26	87168133	BUILDING MAINTENANCE	800.00			
2039	BARNETT, THOMAS BRENT	05/04/26	06/03/26	87168134	BUILDING MAINTENANCE	500.00			
					Total for Vendor - 2039:	1,300.00	0.00	0.00	0.00
202	BELL BUILDING SUPPLY	05/18/26	06/03/26	454141	SUPPLIES	14.97			
202	BELL BUILDING SUPPLY	05/20/26	06/03/26	454309	MATERIALS	65.20			
					Total for Vendor - 202:	80.17	0.00	0.00	0.00
20204	BILL YOUNG	05/20/26	06/03/26	INV0158	EQUIPMENT	15,100.00			
20204	BILL YOUNG	05/21/26	06/03/26	INV0159	EQUIPMENT MAINTENANCE	5,455.00			
					Total for Vendor - 20204:	20,555.00	0.00	0.00	0.00
20186	BRENNTAG MID-SOUTH	05/11/26	06/03/26	BMS176208	MATERIALS	1,116.00			
20186	BRENNTAG MID-SOUTH	05/11/26	06/03/26	BMS176209	MATERIALS	1,860.00			
20186	BRENNTAG MID-SOUTH	05/11/26	06/03/26	BMS176210	MATERIALS	2,232.00			

Beginning Date: 06/04/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
20186	BRENNTAG MID-SOUTH	05/11/26	06/03/26	BMS176211	MATERIALS	930.00			
20186	BRENNTAG MID-SOUTH	05/11/26	06/03/26	BMS176212	MATERIALS	2,475.00			
					Total for Vendor - 20186:	8,613.00	0.00	0.00	0.00
1920	CANNON FORD LINCOLN OF ST	05/11/26	06/03/26	216255	VEHICLE MAINTENANCE	24.00			
1920	CANNON FORD LINCOLN OF ST	05/22/26	06/03/26	216363	VEHICLE MAINTENANCE	113.89			
					Total for Vendor - 1920:	137.89	0.00	0.00	0.00
20220	CENTRAL PIPE SUPPLY	05/12/26	06/03/26	S100450845.001	METERS	26,526.00			
20220	CENTRAL PIPE SUPPLY	05/13/26	06/03/26	S100451795.001	MATERIALS	181.50			
20220	CENTRAL PIPE SUPPLY	05/13/26	06/03/26	S100452366.001	MATERIALS	8,994.78			
20220	CENTRAL PIPE SUPPLY	05/19/26	06/03/26	S100451933.001	MATERIALS	2,803.92			
20220	CENTRAL PIPE SUPPLY	05/19/26	06/03/26	S100452366.002	MATERIALS	1,039.48			
20220	CENTRAL PIPE SUPPLY	05/19/26	06/03/26	S100453288.001	MATERIALS	1,402.18			
					Total for Vendor - 20220:	40,947.86	0.00	0.00	0.00
20250	CHEMPRO SERVICES, INC	03/31/26	06/03/26	23619	CONTRACT SERVICES	1,700.00			
20250	CHEMPRO SERVICES, INC	03/31/26	06/03/26	23621	CONTRACT SERVICES	6,250.00			
					Total for Vendor - 20250:	7,950.00	0.00	0.00	0.00
20315	CLEARWATER CONSULTANTS,	05/26/26	06/04/26	101212601	Influent Pump Station Rehab-W15	55,025.00			
					Total for Vendor - 20315:	55,025.00	0.00	0.00	0.00
20362	CONSOLIDATED PIPE & SUPPL	05/11/26	06/03/26	MS03116499	MATERIALS	410.00			
20362	CONSOLIDATED PIPE & SUPPL	05/12/26	06/03/26	MS03116520	TOOLS	1,100.00			
20362	CONSOLIDATED PIPE & SUPPL	05/15/26	06/03/26	MS03116595	MATERIALS	733.00			
20362	CONSOLIDATED PIPE & SUPPL	05/18/26	06/03/26	MS03116623	MATERIALS	1,230.00			
20362	CONSOLIDATED PIPE & SUPPL	05/20/26	06/03/26	MS03116675	TOOLS	500.00			
					Total for Vendor - 20362:	3,973.00	0.00	0.00	0.00
20305	DIXIE WHOLESALE WATERWO	05/14/26	06/03/26	575773	MATERIALS	4,946.87			
					Total for Vendor - 20305:	4,946.87	0.00	0.00	0.00
486	DOSS ELECTRIC, INC.	04/01/26	04/08/26	04012026	GENERATOR		4,925.00		
					Total for Vendor - 486:	0.00	4,925.00	0.00	0.00
496	EAST MISS LUMBER	05/22/26	06/03/26	227620-1	SUPPLIES	57.98			
					Total for Vendor - 496:	57.98	0.00	0.00	0.00
20690	GARVER LLC	05/26/26	06/04/26	2401589-15	WWTP Aeration Imrovements - W	14,873.43			

Beginning Date: 06/04/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
20690	GARVER LLC	05/26/26	06/04/26	2401589-16	WWTP Aeration Imrovements - W	14,526.04			
20690	GARVER LLC	05/26/26	06/04/26	2600154-1	Headworks Rehab - W11	2,020.38			
					Total for Vendor - 20690:	31,419.85	0.00	0.00	0.00
691	GATEWAY TIRE&SERVICE CEN	05/13/26	06/03/26	1018-233169	VEHICLE MAINTENANCE	25.50			
					Total for Vendor - 691:	25.50	0.00	0.00	0.00
726	GRAYBAR FINANCIAL SERVICE	05/26/26	06/03/26	20257355	Devise Insurance	269.60			
					Total for Vendor - 726:	269.60	0.00	0.00	0.00
822	H & H CONSTRUCTION & EXC L	05/11/26	06/03/26	1711	CONTRACT SERVICES	1,875.00			
					Total for Vendor - 822:	1,875.00	0.00	0.00	0.00
20702	HACH	05/04/26	06/03/26	14986927	LAB SUPPLIES	1,351.71			
20702	HACH	05/19/26	06/03/26	15008888	LAB SUPPLIES	916.00			
					Total for Vendor - 20702:	2,267.71	0.00	0.00	0.00
20703	HARCROS CHEMICALS INC	05/13/26	06/03/26	771016058	MATERIALS	4,715.00			
					Total for Vendor - 20703:	4,715.00	0.00	0.00	0.00
751	HAZEN AND SAWYER	05/26/26	06/04/26	31731-000-5	Josey Creek Pump Station Rehab-	4,586.35			
					Total for Vendor - 751:	4,586.35	0.00	0.00	0.00
20700	HEMPHILL CONSTRUCTION CO.	05/26/26	06/04/26	H24181-12	WWTP Aeration Improvements-W	501,846.50			
20700	HEMPHILL CONSTRUCTION CO.	05/26/26	06/04/26	H24214-5	Influent Pump Station Rehab-W15	780,830.48			
					Total for Vendor - 20700:	1,282,676.98	0.00	0.00	0.00
20765	HYDRA SERVICE, INC.	04/20/26	05/06/26	197823	PUMP RENTAL	5,358.00			
20765	HYDRA SERVICE, INC.	05/20/26	06/03/26	198652	PUMP FITTINGS	316.00			
20765	HYDRA SERVICE, INC.	05/20/26	06/03/26	198653	PUMP FITTINGS	437.00			
					Total for Vendor - 20765:	6,111.00	0.00	0.00	0.00
400	IVY AUTO PARTS	05/05/26	06/03/26	780174	VEHICLE MAINTENANCE	539.98			
					Total for Vendor - 400:	539.98	0.00	0.00	0.00
1010	JT RAY COMPANY	05/15/26	06/03/26	78198	COPIER SERVICE	91.90			
					Total for Vendor - 1010:	91.90	0.00	0.00	0.00
1205	LOWE'S	05/11/26	06/03/26	973176-QSFXHF	SUPPLIES	75.92			
1205	LOWE'S	05/13/26	06/03/26	979071-QSPCRO	SUPPLIES	28.40			
1205	LOWE'S	05/19/26	06/03/26	996503-QTIUIH	SUPPLIES	151.96			
1205	LOWE'S	05/19/26	06/03/26	997549-QTIUJD	SUPPLIES	36.99			

Beginning Date: 06/04/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1205	LOWE'S	05/20/26	06/03/26	999810-QTNJST	SUPPLIES	6.92			
					Total for Vendor - 1205:	300.19	0.00	0.00	0.00
1361	M & M PROSAFETY SUPPLY	05/13/26	06/03/26	03668	SAFETY SUPPLIES	481.97			
					Total for Vendor - 1361:	481.97	0.00	0.00	0.00
1287	MAXXSOUTH BROADBAND	05/26/26	06/03/26	25325902	ACCT# 8282-41-102-0140696	115.00			
					Total for Vendor - 1287:	115.00	0.00	0.00	0.00
1322	MMC MATERIALS, INC.	05/08/26	06/03/26	1015690	CONCRETE	372.50			
1322	MMC MATERIALS, INC.	05/11/26	06/03/26	1015920	CONCRETE	535.00			
1322	MMC MATERIALS, INC.	05/13/26	06/03/26	1016367	CONCRETE	453.75			
1322	MMC MATERIALS, INC.	05/14/26	06/03/26	1016812	CONCRETE	1,253.50			
					Total for Vendor - 1322:	2,614.75	0.00	0.00	0.00
21334	MYERS FENCE SALES	05/12/26	06/03/26	2139	CONTRACE SERVICES	750.00			
					Total for Vendor - 21334:	750.00	0.00	0.00	0.00
99009980	NAV ASHFORD	05/31/26	06/03/26	9	HR Consulting	488.75			
					Total for Vendor - 99009980:	488.75	0.00	0.00	0.00
21396	NEEL-SCHAFFER	05/26/26	06/03/26	1114898	Engineering Services	1,408.59			
21396	NEEL-SCHAFFER	05/26/26	06/04/26	1114899	Bluefield WTP Rehab-W10	2,933.00			
21396	NEEL-SCHAFFER	05/26/26	06/04/26	1114903	Bluefield STAG Water Replaceme	433.14			
					Total for Vendor - 21396:	4,774.73	0.00	0.00	0.00
1400	NESCO	05/04/26	06/03/26	S2800620.002	MATERIALS	3,267.22			
1400	NESCO	05/11/26	06/03/26	S2800907.001	MATERIALS	3,048.74			
1400	NESCO	05/14/26	06/03/26	S2802290.001	MATERIALS	933.72			
					Total for Vendor - 1400:	7,249.68	0.00	0.00	0.00
21531	O'REILLY AUTO PARTS	05/15/26	06/03/26	0997-478029	VEHICLE MAINTENANCE	150.81			
					Total for Vendor - 21531:	150.81	0.00	0.00	0.00
1525	OKTIBBEHA CO. CO-OP	05/12/26	06/03/26	1221494	MATERIALS	39.00			
1525	OKTIBBEHA CO. CO-OP	05/12/26	06/03/26	1221676	UNIFORMS	115.66			
1525	OKTIBBEHA CO. CO-OP	05/13/26	06/03/26	1222087	MATERIALS	216.84			
1525	OKTIBBEHA CO. CO-OP	05/14/26	06/03/26	1222394	MATERIALS	39.00			
1525	OKTIBBEHA CO. CO-OP	05/15/26	06/03/26	1222685	SUPPLIES	79.97			
1525	OKTIBBEHA CO. CO-OP	05/18/26	06/03/26	1223736	MATERIALS	248.00			

Beginning Date: 06/04/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1525	OKTIBBEHA CO. CO-OP	05/18/26	06/03/26	1223901	UNIFORMS	717.51			
					Total for Vendor - 1525:	1,455.98	0.00	0.00	0.00
1800	RACKLEY OIL, INC.	05/14/26	06/03/26	668081	FUEL	119.96			
					Total for Vendor - 1800:	119.96	0.00	0.00	0.00
21860	RJ YOUNG COMPANY	05/13/26	06/03/26	INV8052048	COPIER SERVICE	37.50			
					Total for Vendor - 21860:	37.50	0.00	0.00	0.00
1917	RONNIE JONES CONST, INC.	05/18/26	06/03/26	20262923	CRUSHER RUN	3,117.92			
					Total for Vendor - 1917:	3,117.92	0.00	0.00	0.00
21892	S&N AIROFLO INC	04/29/25		19376	CREDIT FOR DOWN DAYS	-2,738.28			
21892	S&N AIROFLO INC	02/03/25	02/19/25	19297	AERATOR RENTAL				6,000.00
21892	S&N AIROFLO INC	04/29/25	05/21/25	19377	AERATOR RENTAL				12,000.00
					Total for Vendor - 21892:	-2,738.28	0.00	0.00	18,000.00
2024	THOMPSON MACHINERY	05/21/26	06/03/26	WO330027094	EQUIPMENT MAINTENANCE	704.50			
					Total for Vendor - 2024:	704.50	0.00	0.00	0.00
2098	ULINE	05/11/26	06/03/26	207909730	SAFETY SUPPLIES	386.48			
2098	ULINE	05/18/26	06/03/26	208168248	SUPPLIES	479.32			
					Total for Vendor - 2098:	865.80	0.00	0.00	0.00
2104	UPS	05/16/26	06/03/26	000012031F206	SHIPPING	66.25			
					Total for Vendor - 2104:	66.25	0.00	0.00	0.00
2303	WATERMARK PRINTERS	05/20/26	06/03/26	18121	OFFICE SUPPLIES	114.00			
					Total for Vendor - 2303:	114.00	0.00	0.00	0.00
22202	WAYPOINT ANALYTICAL	05/14/26	06/03/26	04-1098838	TESTING	394.00			
22202	WAYPOINT ANALYTICAL	05/19/26	06/03/26	04-1098960	TESTING	360.00			
					Total for Vendor - 22202:	754.00	0.00	0.00	0.00
2331	WILLIAM WELLS TIRE & AUTO	05/15/26	06/03/26	96879	VEHICLE MAINTENANCE	2,551.61			
					Total for Vendor - 2331:	2,551.61	0.00	0.00	0.00
2329	WILLIAMS EQUIPMENT & SUPP	05/12/26	06/03/26	40040111-0001	EQUIPMENT MAINTENANCE	992.98			
					Total for Vendor - 2329:	992.98	0.00	0.00	0.00
21037	ZIMA CORPORATION (KUSTERS	04/30/26	06/03/26	102971	SCREEN EQUIPMENT	282,528.75			
					Total for Vendor - 21037:	282,528.75	0.00	0.00	0.00

Beginning Date: 06/04/2026

Grand Total:	$ 1,797,778.23	$ 4,925.00	$ 0.00	$ 18,000.00

ACCOUNTS PAYABLE
AGING INVOICE

Beginning Date: 06/04/2026

PARAMETERS ENTERED:

Beginning Date:	06/04/2026
Aging Intervals (Days):	30/60/90
Vendor:	All
GL Division:	All
GL Account:	All
GL Department:	All
GL Activity:	All
Format:	Summary
Subtotal By Vendor:	Yes
Sort By:	Name
AP GL Account:	2 231.1
Group By	AP GL Account

05/27/2026 8:14:56 am

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 116 AMAZON CAPITAL SERVICES						Balance:	1,987.99					
1CQD-KD3Y-3D37	IN	2	231.1	05/07/2026		06/03/2026		84.00	0.00	84.00	0.00	DD
1RQT-K1HJ-9NXR	IN	2	231.1	05/11/2026		06/03/2026		569.56	0.00	569.56	0.00	DD
1K3Q-H7LQ-R4WJ	IN	2	231.1	05/18/2026		06/03/2026		162.41	0.00	162.41	0.00	DD
1MV1-66KR-CTTN	IN	2	231.1	05/19/2026		06/03/2026		348.00	0.00	348.00	0.00	DD
1KPW-FDX3-9G7C	IN	2	231.1	05/20/2026		06/03/2026		12.23	0.00	12.23	0.00	DD
1RPX-GP19-QGJM	IN	2	231.1	05/22/2026		06/03/2026		17.06	0.00	17.06	0.00	DD
						Total For Vendor 116:		1,193.26	0.00	1,193.26	0.00	
						Invoice Count:		6				
Vendor: 20121 AMERICAN WATER WORKS ASSOC						Balance:	4,923.00					
SO298977	IN	2	231.1	05/26/2026		06/03/2026	2	4,923.00	0.00	4,923.00	0.00	CHK
						Total For Vendor 20121:		4,923.00	0.00	4,923.00	0.00	
						Invoice Count:		1				
Vendor: 20076 APAC MISSISSIPPI, INC.						Balance:	3,246.02					
4000243957	IN	2	231.1	05/08/2026		06/03/2026	2	652.91	0.00	652.91	0.00	DD
4000244146	IN	2	231.1	05/11/2026		06/03/2026	2	645.28	0.00	645.28	0.00	DD
4000244311	IN	2	231.1	05/12/2026		06/03/2026	2	648.55	0.00	648.55	0.00	DD
4000244884	IN	2	231.1	05/15/2026		06/03/2026	2	650.73	0.00	650.73	0.00	DD
4000245041	IN	2	231.1	05/18/2026		06/03/2026	2	648.55	0.00	648.55	0.00	DD
						Total For Vendor 20076:		3,246.02	0.00	3,246.02	0.00	
						Invoice Count:		5				
Vendor: 124 ATMOS ENERGY						Balance:	128.46					
3020752702-051126	IN	2	231.1	05/26/2026		06/03/2026	2	48.21	0.00	48.21	0.00	DD
3020752962-050826	IN	2	231.1	05/26/2026		06/03/2026	2	80.25	0.00	80.25	0.00	DD
						Total For Vendor 124:		128.46	0.00	128.46	0.00	
						Invoice Count:		2				
Vendor: 134 ATWELL & GENT, P.A.						Balance:	20,766.00					
26-228	IN	2	231.1	05/26/2026		06/03/2026	2	2,625.00	0.00	2,625.00	0.00	DD
						Total For Vendor 134:		2,625.00	0.00	2,625.00	0.00	
						Invoice Count:		1				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 2039 BARNETT, THOMAS BRENT						Balance:	1,300.00					
87168133	IN	2	231.1	05/04/2026		06/03/2026		800.00	0.00	800.00	0.00	DD
87168134	IN	2	231.1	05/04/2026		06/03/2026		500.00	0.00	500.00	0.00	DD
						Total For Vendor 2039:		1,300.00	0.00	1,300.00	0.00	
						Invoice Count:		2				
Vendor: 202 BELL BUILDING SUPPLY						Balance:	80.17					
454141	IN	2	231.1	05/18/2026		06/03/2026		14.97	0.00	14.97	0.00	DD
454309	IN	2	231.1	05/20/2026		06/03/2026		65.20	0.00	65.20	0.00	DD
						Total For Vendor 202:		80.17	0.00	80.17	0.00	
						Invoice Count:		2				
Vendor: 20204 BILL YOUNG						Balance:	20,555.00					
INV0158	IN	2	231.1	05/20/2026		06/03/2026	2	15,100.00	0.00	15,100.00	0.00	DD
INV0159	IN	2	231.1	05/21/2026		06/03/2026	2	5,455.00	0.00	5,455.00	0.00	DD
						Total For Vendor 20204:		20,555.00	0.00	20,555.00	0.00	
						Invoice Count:		2				
Vendor: 20186 BRENNTAG MID-SOUTH						Balance:	8,613.00					
BMS176208	IN	2	231.1	05/11/2026		06/03/2026	2	1,116.00	0.00	1,116.00	0.00	DD
BMS176209	IN	2	231.1	05/11/2026		06/03/2026	2	1,860.00	0.00	1,860.00	0.00	DD
BMS176210	IN	2	231.1	05/11/2026		06/03/2026	2	2,232.00	0.00	2,232.00	0.00	DD
BMS176211	IN	2	231.1	05/11/2026		06/03/2026	2	930.00	0.00	930.00	0.00	DD
BMS176212	IN	2	231.1	05/11/2026		06/03/2026	2	2,475.00	0.00	2,475.00	0.00	DD
						Total For Vendor 20186:		8,613.00	0.00	8,613.00	0.00	
						Invoice Count:		5				
Vendor: 1920 CANNON FORD LINCOLN OF STARK						Balance:	520.17					
216255	IN	2	231.1	05/11/2026		06/03/2026		24.00	0.00	24.00	0.00	DD
216363	IN	2	231.1	05/22/2026		06/03/2026		113.89	0.00	113.89	0.00	DD
						Total For Vendor 1920:		137.89	0.00	137.89	0.00	
						Invoice Count:		2				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 20220 CENTRAL PIPE SUPPLY						Balance:	40,947.86					
S100450845.001	IN	2	231.1	05/12/2026		06/03/2026	2	26,526.00	0.00	26,526.00	0.00	DD
S100451795.001	IN	2	231.1	05/13/2026		06/03/2026	2	181.50	0.00	181.50	0.00	DD
S100452366.001	IN	2	231.1	05/13/2026		06/03/2026	2	8,994.78	0.00	8,994.78	0.00	DD
S100451933.001	IN	2	231.1	05/19/2026		06/03/2026	2	2,803.92	0.00	2,803.92	0.00	DD
S100452366.002	IN	2	231.1	05/19/2026		06/03/2026	2	1,039.48	0.00	1,039.48	0.00	DD
S100453288.001	IN	2	231.1	05/19/2026		06/03/2026	2	1,402.18	0.00	1,402.18	0.00	DD
						Total For Vendor 20220:		40,947.86	0.00	40,947.86	0.00	
						Invoice Count:		6				
Vendor: 20250 CHEMPRO SERVICES, INC						Balance:	12,995.00					
23619	IN	2	231.1	03/31/2026		06/03/2026		1,700.00	0.00	1,700.00	0.00	DD
23621	IN	2	231.1	03/31/2026		06/03/2026		6,250.00	0.00	6,250.00	0.00	DD
						Total For Vendor 20250:		7,950.00	0.00	7,950.00	0.00	
						Invoice Count:		2				
Vendor: 20315 CLEARWATER CONSULTANTS, INC.						Balance:	55,025.00					
101212601	IN	2	231.1	05/26/2026		06/04/2026	2	55,025.00	0.00	55,025.00	0.00	DD
						Total For Vendor 20315:		55,025.00	0.00	55,025.00	0.00	
						Invoice Count:		1				
Vendor: 20362 CONSOLIDATED PIPE & SUPPLY						Balance:	3,973.00					
MS03116499	IN	2	231.1	05/11/2026		06/03/2026	2	410.00	0.00	410.00	0.00	DD
MS03116520	IN	2	231.1	05/12/2026		06/03/2026	2	1,100.00	0.00	1,100.00	0.00	DD
MS03116595	IN	2	231.1	05/15/2026		06/03/2026	2	733.00	0.00	733.00	0.00	DD
MS03116623	IN	2	231.1	05/18/2026		06/03/2026	2	1,230.00	0.00	1,230.00	0.00	DD
MS03116675	IN	2	231.1	05/20/2026		06/03/2026	2	500.00	0.00	500.00	0.00	DD
						Total For Vendor 20362:		3,973.00	0.00	3,973.00	0.00	
						Invoice Count:		5				
Vendor: 20305 DIXIE WHOLESALE WATERWORKS						Balance:	4,946.87					
575773	IN	2	231.1	05/14/2026		06/03/2026		4,946.87	0.00	4,946.87	0.00	DD
						Total For Vendor 20305:		4,946.87	0.00	4,946.87	0.00	
						Invoice Count:		1				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 486 DOSS ELECTRIC, INC.						Balance: 4,925.00						
04012026	IN	2	231.1	04/01/2026		04/08/2026	2	4,925.00	0.00	0.00	4,925.00 HOLD	CHK
						Total For Vendor 486:		4,925.00	0.00	0.00	4,925.00	
						Invoice Count:		1				
Vendor: 496 EAST MISS LUMBER						Balance: 57.98						
227620-1	IN	2	231.1	05/22/2026		06/03/2026		57.98	0.00	57.98	0.00	CHK
						Total For Vendor 496:		57.98	0.00	57.98	0.00	
						Invoice Count:		1				
Vendor: 20690 GARVER LLC						Balance: 31,419.85						
2401589-15	IN	2	231.1	05/26/2026		06/04/2026	2	14,873.43	0.00	14,873.43	0.00	DD
2401589-16	IN	2	231.1	05/26/2026		06/04/2026	2	14,526.04	0.00	14,526.04	0.00	DD
2600154-1	IN	2	231.1	05/26/2026		06/04/2026	2	2,020.38	0.00	2,020.38	0.00	DD
						Total For Vendor 20690:		31,419.85	0.00	31,419.85	0.00	
						Invoice Count:		3				
Vendor: 691 GATEWAY TIRE&SERVICE CENTER						Balance: 1,435.46						
1018-233169	IN	2	231.1	05/13/2026		06/03/2026		25.50	0.00	25.50	0.00	DD
						Total For Vendor 691:		25.50	0.00	25.50	0.00	
						Invoice Count:		1				
Vendor: 726 GRAYBAR FINANCIAL SERVICES						Balance: 269.60						
20257355	IN	2	231.1	05/26/2026		06/03/2026	2	269.60	0.00	269.60	0.00	CHK
						Total For Vendor 726:		269.60	0.00	269.60	0.00	
						Invoice Count:		1				
Vendor: 822 H & H CONSTRUCTION & EXC LLC						Balance: 1,875.00						
1711	IN	2	231.1	05/11/2026		06/03/2026		1,875.00	0.00	1,875.00	0.00	DD
						Total For Vendor 822:		1,875.00	0.00	1,875.00	0.00	
						Invoice Count:		1				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed		Pmt Type
Vendor: 20702 HACH						Balance:	2,267.71						
14986927	IN	2	231.1	05/04/2026		06/03/2026	2	1,351.71	0.00	1,351.71	0.00		DD
15008888	IN	2	231.1	05/19/2026		06/03/2026	2	916.00	0.00	916.00	0.00		DD
						Total For Vendor 20702:		2,267.71	0.00	2,267.71	0.00		
						Invoice Count:		2					
Vendor: 20703 HARCROS CHEMICALS INC						Balance:	4,715.00						
771016058	IN	2	231.1	05/13/2026		06/03/2026		4,715.00	0.00	4,715.00	0.00		DD
						Total For Vendor 20703:		4,715.00	0.00	4,715.00	0.00		
						Invoice Count:		1					
Vendor: 751 HAZEN AND SAWYER						Balance:	4,586.35						
31731-000-5	IN	2	231.1	05/26/2026		06/04/2026	2	4,586.35	0.00	4,586.35	0.00		CHK
						Total For Vendor 751:		4,586.35	0.00	4,586.35	0.00		
						Invoice Count:		1					
Vendor: 20700 HEMPHILL CONSTRUCTION CO.						Balance:	1,282,676.98						
H24181-12	IN	2	231.1	05/26/2026		06/04/2026	2	501,846.50	0.00	501,846.50	0.00		DD
H24214-5	IN	2	231.1	05/26/2026		06/04/2026	2	780,830.48	0.00	780,830.48	0.00		DD
						Total For Vendor 20700:		1,282,676.98	0.00	1,282,676.98	0.00		
						Invoice Count:		2					
Vendor: 20765 HYDRA SERVICE, INC.						Balance:	6,111.00						
197823	IN	2	231.1	04/20/2026		05/06/2026	2	5,358.00	0.00	0.00	5,358.00	HOLD	DD
198652	IN	2	231.1	05/20/2026		06/03/2026	2	316.00	0.00	316.00	0.00		DD
198653	IN	2	231.1	05/20/2026		06/03/2026	2	437.00	0.00	437.00	0.00		DD
						Total For Vendor 20765:		6,111.00	0.00	753.00	5,358.00		
						Invoice Count:		3					
Vendor: 400 IVY AUTO PARTS						Balance:	703.24						
780174	IN	2	231.1	05/05/2026		06/03/2026		539.98	0.00	539.98	0.00		DD
						Total For Vendor 400:		539.98	0.00	539.98	0.00		
						Invoice Count:		1					

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 1010 JT RAY COMPANY						Balance: 907.89						
78198	IN	2	231.1	05/15/2026		06/03/2026		91.90	0.00	91.90	0.00	DD
						Total For Vendor 1010:		91.90	0.00	91.90	0.00	
						Invoice Count:		1				
Vendor: 1205 LOWE'S						Balance: 452.46						
973176-QSFXHF	IN	2	231.1	05/11/2026		06/03/2026		75.92	0.00	75.92	0.00	CHK
979071-QSPCRO	IN	2	231.1	05/13/2026		06/03/2026		28.40	0.00	28.40	0.00	CHK
996503-QTIUIH	IN	2	231.1	05/19/2026		06/03/2026		151.96	0.00	151.96	0.00	CHK
997549-QTIUJD	IN	2	231.1	05/19/2026		06/03/2026		36.99	0.00	36.99	0.00	CHK
999810-QTNJST	IN	2	231.1	05/20/2026		06/03/2026		6.92	0.00	6.92	0.00	CHK
						Total For Vendor 1205:		300.19	0.00	300.19	0.00	
						Invoice Count:		5				
Vendor: 1361 M & M PROSAFETY SUPPLY						Balance: 481.97						
03668	IN	2	231.1	05/13/2026		06/03/2026		481.97	0.00	481.97	0.00	DD
						Total For Vendor 1361:		481.97	0.00	481.97	0.00	
						Invoice Count:		1				
Vendor: 1287 MAXXSOUTH BROADBAND						Balance: 120.63						
25325902	IN	2	231.1	05/26/2026		06/03/2026	2	115.00	0.00	115.00	0.00	CHK
						Total For Vendor 1287:		115.00	0.00	115.00	0.00	
						Invoice Count:		1				
Vendor: 1322 MMC MATERIALS, INC.						Balance: 2,614.75						
1015690	IN	2	231.1	05/08/2026		06/03/2026	2	372.50	0.00	372.50	0.00	DD
1015920	IN	2	231.1	05/11/2026		06/03/2026	2	535.00	0.00	535.00	0.00	DD
1016367	IN	2	231.1	05/13/2026		06/03/2026	2	453.75	0.00	453.75	0.00	DD
1016812	IN	2	231.1	05/14/2026		06/03/2026	2	1,253.50	0.00	1,253.50	0.00	DD
						Total For Vendor 1322:		2,614.75	0.00	2,614.75	0.00	
						Invoice Count:		4				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 21334 MYERS FENCE SALES					Balance:		750.00					
2139	IN	2	231.1	05/12/2026		06/03/2026		750.00	0.00	750.00	0.00	DD
						Total For Vendor 21334:		750.00	0.00	750.00	0.00	
						Invoice Count:		1				
Vendor: 99009980 NAV ASHFORD					Balance:		488.75					
9	IN	2	231.1	05/31/2026		06/03/2026		488.75	0.00	488.75	0.00	DD
						Total For Vendor 99009980:		488.75	0.00	488.75	0.00	
						Invoice Count:		1				
Vendor: 21396 NEEL-SCHAFFER					Balance:		4,774.73					
1114898	IN	2	231.1	05/26/2026		06/03/2026	2	1,408.59	0.00	1,408.59	0.00	DD
1114899	IN	2	231.1	05/26/2026		06/04/2026	2	2,933.00	0.00	2,933.00	0.00	DD
1114903	IN	2	231.1	05/26/2026		06/04/2026	2	433.14	0.00	433.14	0.00	DD
						Total For Vendor 21396:		4,774.73	0.00	4,774.73	0.00	
						Invoice Count:		3				
Vendor: 1400 NESCO					Balance:		7,506.37					
S2800620.002	IN	2	231.1	05/04/2026		06/03/2026		3,267.22	0.00	3,267.22	0.00	DD
S2800907.001	IN	2	231.1	05/11/2026		06/03/2026		3,048.74	0.00	3,048.74	0.00	DD
S2802290.001	IN	2	231.1	05/14/2026		06/03/2026		933.72	0.00	933.72	0.00	DD
						Total For Vendor 1400:		7,249.68	0.00	7,249.68	0.00	
						Invoice Count:		3				
Vendor: 21531 O'REILLY AUTO PARTS					Balance:		150.81					
0997-478029	IN	2	231.1	05/15/2026		06/03/2026		150.81	0.00	150.81	0.00	CHK
						Total For Vendor 21531:		150.81	0.00	150.81	0.00	
						Invoice Count:		1				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed		Pmt Type
Vendor: 1525 OKTIBBEHA CO. CO-OP						Balance:	1,589.31						
1221494	IN	2	231.1	05/12/2026		06/03/2026		39.00	0.00	39.00	0.00		DD
1221676	IN	2	231.1	05/12/2026		06/03/2026		115.66	0.00	115.66	0.00		DD
1222087	IN	2	231.1	05/13/2026		06/03/2026		216.84	0.00	216.84	0.00		DD
1222394	IN	2	231.1	05/14/2026		06/03/2026		39.00	0.00	39.00	0.00		DD
1222685	IN	2	231.1	05/15/2026		06/03/2026		79.97	0.00	79.97	0.00		DD
1223736	IN	2	231.1	05/18/2026		06/03/2026		248.00	0.00	248.00	0.00		DD
1223901	IN	2	231.1	05/18/2026		06/03/2026		717.51	0.00	717.51	0.00		DD
						Total For Vendor 1525:		1,455.98	0.00	1,455.98	0.00		
						Invoice Count:		7					
Vendor: 1800 RACKLEY OIL, INC.						Balance:	119.96						
668081	IN	2	231.1	05/14/2026		06/03/2026	2	119.96	0.00	119.96	0.00		DD
						Total For Vendor 1800:		119.96	0.00	119.96	0.00		
						Invoice Count:		1					
Vendor: 21860 RJ YOUNG COMPANY						Balance:	37.50						
INV8052048	IN	2	231.1	05/13/2026		06/03/2026		37.50	0.00	37.50	0.00		DD
						Total For Vendor 21860:		37.50	0.00	37.50	0.00		
						Invoice Count:		1					
Vendor: 1917 RONNIE JONES CONST, INC.						Balance:	3,117.92						
20262923	IN	2	231.1	05/18/2026		06/03/2026		3,117.92	0.00	3,117.92	0.00		DD
						Total For Vendor 1917:		3,117.92	0.00	3,117.92	0.00		
						Invoice Count:		1					
Vendor: 21892 S&N AIROFLO INC						Balance:	15,261.72						
19297	IN	2	231.1	02/03/2025		02/19/2025		6,000.00	0.00	0.00	6,000.00	HOLD	DD
19376	MC	2	231.1	04/29/2025			2	-2,738.28	0.00	0.00	-2,738.28		
19377	IN	2	231.1	04/29/2025		05/21/2025	2	12,000.00	0.00	0.00	12,000.00	HOLD	DD
						Total For Vendor 21892:		15,261.72	0.00	0.00	15,261.72		
						Invoice Count:		3					

05/27/2026 8:14:56 am

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 2024 THOMPSON MACHINERY						Balance:	704.50					
WO330027094	IN	2	231.1	05/21/2026		06/03/2026		704.50	0.00	704.50	0.00	DD
						Total For Vendor 2024:		704.50	0.00	704.50	0.00	
						Invoice Count:		1				
Vendor: 2098 ULINE						Balance:	865.80					
207909730	IN	2	231.1	05/11/2026		06/03/2026		386.48	0.00	386.48	0.00	DD
208168248	IN	2	231.1	05/18/2026		06/03/2026		479.32	0.00	479.32	0.00	DD
						Total For Vendor 2098:		865.80	0.00	865.80	0.00	
						Invoice Count:		2				
Vendor: 2104 UPS						Balance:	66.25					
000012031F206	IN	2	231.1	05/16/2026		06/03/2026		66.25	0.00	66.25	0.00	CHK
						Total For Vendor 2104:		66.25	0.00	66.25	0.00	
						Invoice Count:		1				
Vendor: 2303 WATERMARK PRINTERS						Balance:	301.00					
18121	IN	2	231.1	05/20/2026		06/03/2026		114.00	0.00	114.00	0.00	DD
						Total For Vendor 2303:		114.00	0.00	114.00	0.00	
						Invoice Count:		1				
Vendor: 22202 WAYPOINT ANALYTICAL						Balance:	754.00					
04-1098838	IN	2	231.1	05/14/2026		06/03/2026	2	394.00	0.00	394.00	0.00	DD
04-1098960	IN	2	231.1	05/19/2026		06/03/2026	2	360.00	0.00	360.00	0.00	DD
						Total For Vendor 22202:		754.00	0.00	754.00	0.00	
						Invoice Count:		2				
Vendor: 2331 WILLIAM WELLS TIRE & AUTO						Balance:	2,551.61					
96879	IN	2	231.1	05/15/2026		06/03/2026		2,551.61	0.00	2,551.61	0.00	DD
						Total For Vendor 2331:		2,551.61	0.00	2,551.61	0.00	
						Invoice Count:		1				

05/27/2026 8:14:56 am

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	------- AP GL -------- Div	Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 2329 WILLIAMS EQUIPMENT & SUPPLY						Balance:	992.98					
40040111-0001	IN	2	231.1	05/12/2026		06/03/2026		992.98	0.00	992.98	0.00	DD
						Total For Vendor 2329:		992.98	0.00	992.98	0.00	
						Invoice Count:		1				
Vendor: 21037 ZIMA CORPORATION (KUSTERS WATER)						Balance:	282,528.75					
102971	IN	2	231.1	04/30/2026		06/03/2026		282,528.75	0.00	282,528.75	0.00	DD
						Total For Vendor 21037:		282,528.75	0.00	282,528.75	0.00	
						Invoice Count:		1				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Gross:	1,820,703.23
Discount:	0.00
Current:	1,795,158.51
Future:	25,544.72
Disputed:	28,283.00
Discount Taken:	0.00
Discount Lost:	0.00

Pay Thru Date:	06/04/2026	**Update:**	No
Check Date:	06/04/2026	**Selection:**	Selected AP GL Accounts
Direct Deposit/E-Payment Date:	06/04/2026	**Vendor Group:**	All
Discount Cutoff Date:	06/04/2026	**Invoice Type:**	All
		Print Duplicates:	Yes
		Process $0.00 Stubs:	Yes

Total Cash Disbursements

Bank	GL Division	GL Account	Amount
7 - RENASANT BANK-WATER	2 - Starkville Water Dept.	131.8 - CASH IN BANK - WATER	1,795,158.51

Total Check Amount:	10,469.18	**Total Checks:**	8	**Total Invoices:**	104
Total Direct Deposit Amount:	1,784,689.33	**Total Direct Deposits:**	40	**Total Misc Credits:**	1
Total E-Payment Amount:	0.00	**Total E-Payments:**	0	**Total Vendors:**	50
Total Cash Disbursements:	1,795,158.51				

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Finance
AGENDA DATE: June 2, 2026

SUBJECT:
CONSIDERATION OF APPROVING THE ANNUAL SAFETY TEST WITH KONE INC. FOR THE ELEVATORS AT CITY HALL IN THE AMOUNT OF $3,300.00

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:
$3,300.00 001-192-600-338

REQUESTING DEPARTMENT:
Finance

DIRECTOR'S AUTHORIZATION:
Joanna McLaurin, City Clerk

SUMMARY:
This is for annual safety testing on the City's equipment that Kone Inc services. This should be completed every year per state requirements.

FOR MORE INFORMATION CONTACT:
Joanna McLaurin, 662-323-2525 ext. 3106

SUGGESTED MOTION:
Move approval of the annual safety test with Kone Inc. for the elevators at City Hall in the amount of $3,300.00.

05/18/2026

CITY OF STARKVILLE
110 W Main St
Starkville, Mississippi 39759-2823

ATTN: Joanna Mclaurin

KONE Inc.
7730 B Trinity Road
Cordova, 38018
Tel:
Fax:
www.kone.us
rick.clare@kone.com

Re: ATI - 2026 - CAT 1 - 101 MEIGS AVE - EQUIP 20370495, 20370496

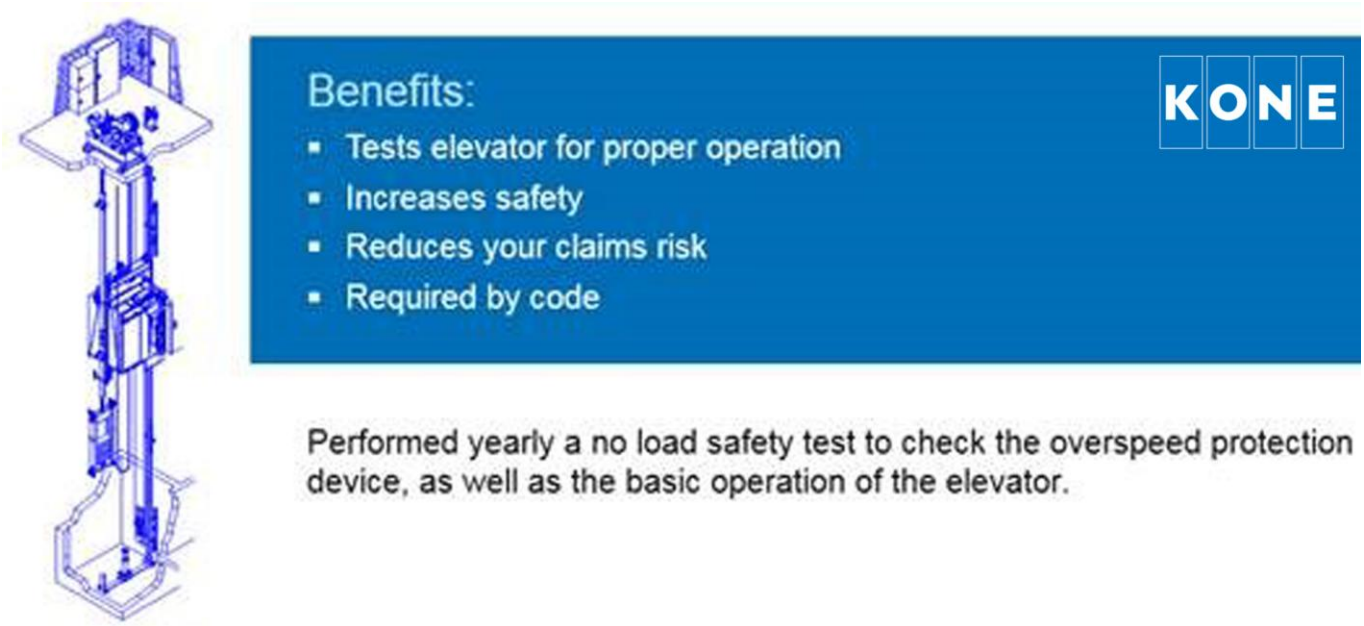
Equip	Inventory Number	Address
20370495	#1 PE INDOOR-E SIDE BLDG	101 MEIGS AVE 39759 STARKVILLE
20370496	#2 PE OUTDOOR-W SIDE BLDG	101 MEIGS AVE 39759 STARKVILLE

We propose to furnish and install the labor, materials, tools and supervision to perform the following work:

Description

KONE Inc. (hereinafter referred to as KONE) proposes to perform the following test(s) on Purchaser's elevator(s) in line with the standards set forth and required per Section 1001, ANSI A17.1. If test results show parts needing replacement or repair, a separate quotation will be prepared for Purchaser's authorization. This proposal covers only the inspection test as outlined below.
CAR SAFETIES 1002.3a - Inspect guide clearance, determine all working parts of the car safeties are in satisfactory operating condition, hand test to see safeties operate simultaneously with equal travel. With no load in car, run car down at slowest speed, hand trip governor and bring car to rest on safeties. The safety shall bring the car to rest promptly.
GOVERNOR 1002.3b - Inspect and operate by hand to determine that all governor parts operate freely. Inspect bearings, rope grip jaws, and all rubbing surfaces for excessive wear and to be sure they are free of any foreign matter.
OIL BUFFERS 1002.3c - Buffers shall be checked for oil level to be within allowable limits. Plunger shall be fully compressed and shall return to fully extended position within 90 seconds after release.
At the end of this test, we will attach a metal tag, bearing Company name and test date to safety releasing carrier, and oil buffers.
It is further agreed and understood that KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, arising from or resulting from these tests.

Equipment Number 20370495, 20370496



Price

Our total price to perform the above-mentioned work amounts to: $3,300.00, plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

PURCHASER ACCEPTANCE: The proposal is hereby signed and accepted on behalf of CITY OF STARKVILLE	Respectfully submitted by, KONE Inc.
_____ (Purchaser Signature)	Rick Clare,
_____ (Print Name)	_____ (Approved By) Authorized Representative
_____ (Print Title)	_____ Title
Date: _____ / _____ / _____	Date: _____ / _____ / _____

KONE TERMS & CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. Further, KONE shall be entitled to an adjustment in the price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 11/, % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises. KONE shall be entitled to an adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore. KONE's work shall not include any abatement or disturbance of asbestos-containing material (ACM), presumed asbestos-containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal, abatement, or delays caused by such, required for KONE to perform its work shall be the Customer's sole responsibility and expense. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated. KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time. It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment. Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment. Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract. Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF'TI'IE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEA TH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.
It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed and shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.
The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Finance
AGENDA DATE: June 2, 2026

SUBJECT:
CONSIDERATION OF APPROVAL TO ADVERTISE A REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES FOR CITY HALL AND THE SANITATION DEPARTMENT.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:
Building maintenance contract services 001-192-600-338

REQUESTING DEPARTMENT:
Finance

DIRECTOR'S AUTHORIZATION:
Joanna McLaurin, City Clerk

SUMMARY:

FOR MORE INFORMATION CONTACT:
Joanna McLaurin, City Clerk

SUGGESTED MOTION:
Move approval to advertise for a request for proposals for janitorial services for City Hall.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Fire Department
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST AUTHORIZATION TO ENTER INTO THE 2026 STATEWIDE MUNICIPAL AID COMPACT (SMAC) AGREEMENT.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:
N/A

REQUESTING DEPARTMENT:
Fire Department

DIRECTOR'S AUTHORIZATION:
Dewayne Davis , Fire Chief

SUMMARY:

FOR MORE INFORMATION CONTACT:
DEWAYNE DAVIS

SUGGESTED MOTION:
MOVE TO APPROVE THE 2026 STATEWIDE MUTUAL AID COMPACT AGREEMENT.

Oktibbeha County Emergency Management
106 W Main St, Suite 2
Starkville, Mississippi 39759
(662) 338-1076 ph
(662) 338-1077 fax

To: City of Starkville Mayor and Board Members

Subject: 2026 SMAC Agreement

Greetings City of Starkville Mayor and Board Members,

I wanted to take a few moments to discuss the importance of emergency preparedness and regional coordination through the Statewide Mutual Aid Compact (SMAC). This agreement allows local governments across Mississippi to support one another during emergencies and disasters when resources become overwhelmed.

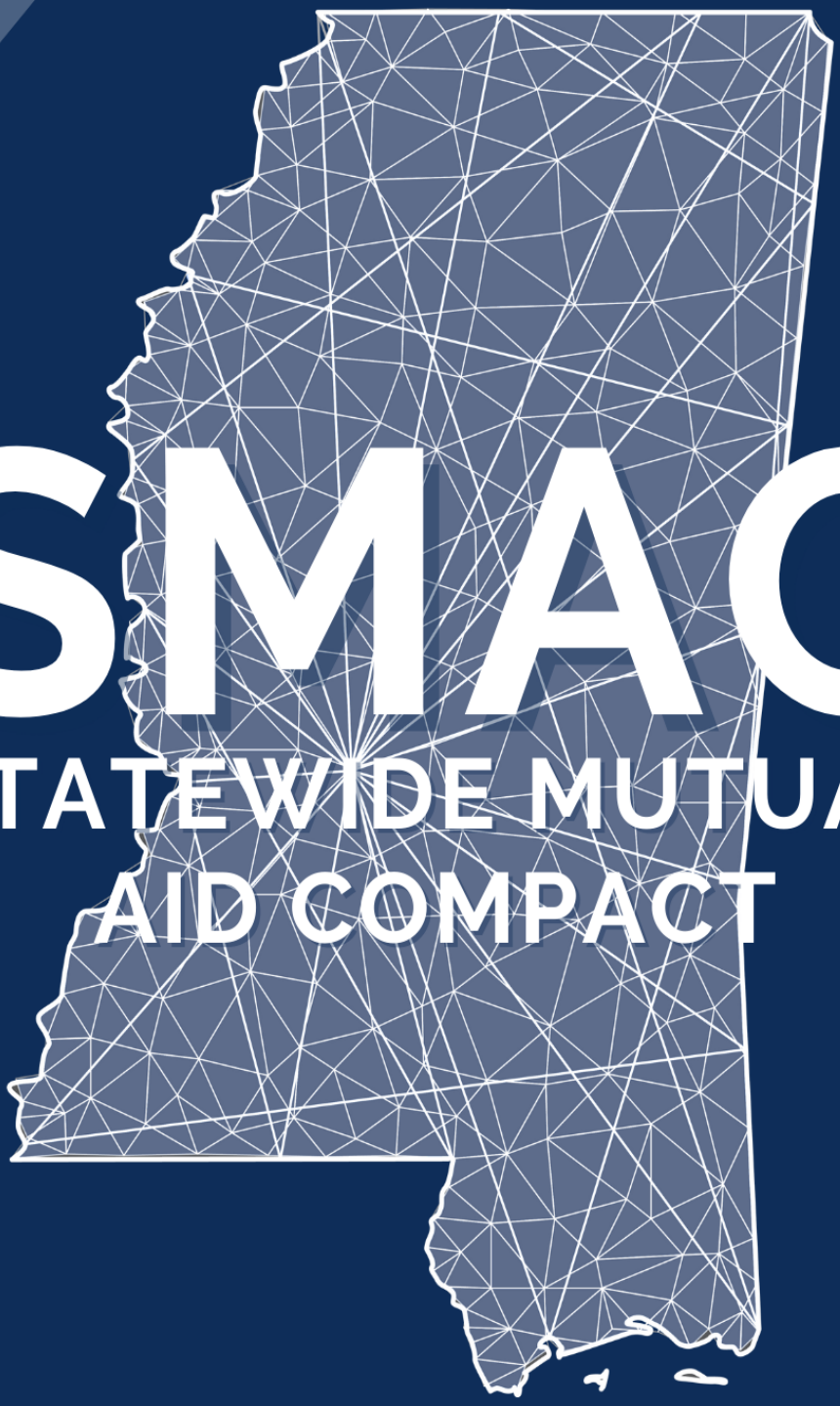
The purpose of this effort is not to take over operations or authority from any city agency, but rather to strengthen communication, coordination, and support between all responding partners during critical incidents. Emergencies today require agencies to work together quickly and efficiently, whether the event is weather-related, a hazardous materials incident, infrastructure failure, or a terrorism-related threat involving large gatherings or critical facilities. Participation in agreements such as SMAC helps ensure that resources, personnel, and equipment can be requested and deployed more effectively when needed. It also supports better planning, interoperability, and coordination between city, county, and state partners before an incident ever occurs.

As Emergency Management continues to work alongside local partners, our goal is to build relationships, improve preparedness capabilities, and ensure we are positioned to protect the citizens of Oktibbeha County and the City of Starkville as effectively as possible.

I appreciate your time and consideration and look forward to continuing to work together for the safety and preparedness of our community.

Sincerely,

Jarvis Boyd, Director
Oktibbeha County Emergency Management



SMAC

STATEWIDE MUTUAL AID COMPACT

A SYSTEM FOR USING ALL AVAILABLE RESOURCES DURING EMERGENCIES

This page left blank intentionally.

State of Mississippi

Statewide Mutual Aid Compact (SMAC)

Revised: March 2026

THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the State's political subdivisions, and the Mississippi Band of Choctaw Indians.

WHEREAS, Section 33-15-19 of the Mississippi Code of 1972, as amended, authorizes the State and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies, too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, Section 33-15-11 & 33-15-13 of the Mississippi Code of 1972, as amended, authorizes the State to enter into a contract on behalf of the State for the lease or loan to any political subdivision of the State and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the State; and

WHEREAS, Section 33-15-17 of the Mississippi Code of 1972, as amended, authorizes the governing body of each political subdivision of the State to enter into such contract or lease within the State, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

WHEREAS, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

1. DEFINITIONS

a. "AGREEMENT" means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi and Mississippi Band of Choctaw Indians may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the Agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.

b. "REQUESTING PARTY" means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate state or federal emergency response assistance requests through its county.

c. "ASSISTING PARTY" means the Participating Government entity furnishing equipment, services, and/or manpower to the Requesting Party.

d. "AUTHORIZED REPRESENTATIVE" means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Appendix 1 (SMAC Authorized Representatives) and shall be updated as needed by each Participating Government.

e. "AGENCY" means the Mississippi Emergency Management Agency.

f. "EMERGENCY" means any occurrence, or threat thereof, whether natural or caused by man, in war, or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

g. "DISASTER" means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county or the Tribal Chief, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.

h. "MAJOR DISASTER" means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.

i. "PARTICIPATING GOVERNMENT" means the State of Mississippi, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians, which executes this mutual aid agreement and supply a completed copy to MEMA.

j. "PERIOD OF ASSISTANCE" means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.

k. "WORK OR WORK-RELATED PERIOD" means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will

return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered "on the job" for purposes of workers compensation injuries or accidents during these periods.

2. PROCEDURES.

When a Participating Government either becomes affected by or is under imminent threat of a major disaster, it may request emergency-related mutual aid assistance either by: (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part 1 "Identification of Need" form (Form REQ-A, Appendix 2) to the Assisting Party or MEMA; or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or MEMA, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix 2.

Participating Governments shall not request mutual aid unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate state or federal assistance requests with their county emergency management agencies, and county and tribal emergency agencies may coordinate state or federal assistance requests directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the local county emergency management agency. Requests for assistance may be communicated either to MEMA or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this Agreement.

a. Requests Directly To Assisting Party: The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. MEMA shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, by rule, the Agency may provide for reimbursement of eligible expenses from the Disaster Assistance Trust fund.

b. Requests Routed Through Or Originating From, The Agency: The Requesting Party may directly contact the Agency, in which case it shall provide MEMA with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of

the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall MEMA be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

c. Required Information: Each request for assistance shall be accompanied by the following information, to the extent known:

(1) A general description of the damage sustained.

(2) Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works, and engineering, building inspection, planning and information assistance, mass care, resource support health, and other medical services, search, and rescue, etc.) and the particular type of assistance needed.

(3) Identification of the public infrastructure system for which assistance is needed (i.e., sanitary sewer, potable water, streets, or stormwater systems) and the type of work assistance required.

(4) The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be required and include a description of working conditions and if personnel will be locally housed.

(5) The need for sites, structures, or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.

(6) An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form shown in Appendix 2 as the form REQ-A or by any other available means. MEMA may revise the format of Form REQ-A subsequent to the execution of this Agreement, in which case it shall distribute copies to all Participating Governments.

d. Assessment Of Availability Of Resources And Ability To Render Assistance: When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agree to assess their government's situation to determine available personnel, equipment, and other resources. All Participating Governments shall render assistance to the extent personnel, equipment, and resources are available. Each Participating Government agrees to render

assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment, or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered. It shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix 2 as Form REQ-A.

e. Written Acknowledgement: The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix 2 and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

f. Supervision And Control: The personnel, equipment, and resources of any Assisting Party shall remain under the operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment, and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This Agreement shall not support any person, group, or organization that self-deploys.

g. Food, Housing, Self-Sufficiency: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, assisting Party personnel and equipment should be self-sufficient for operations in areas stricken by emergencies or disasters to the greatest extent possible. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

h. Rights And Privileges: Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights,

privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).

i. Communications: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

3. REIMBURSABLE EXPENSES.

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraphs 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in the Intrastate Reimbursement Summary Form (Form R-2, Appendix 3).

a. Personnel: During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses, including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

b. Equipment: The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local, state, or federal hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which the Federal Emergency Management Agency reimburses costs, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the

Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

c. Materials And Supplies: The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace the materials and supplies used or damaged with like kind and quality as determined by the Assisting Party. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.

d. Record Keeping: The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record-keeping to Assisting Party personnel.

e. Payment: Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.E. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense, or use of personnel, equipment, and resources provided to a Requesting Party.

f. Payment by or Through the Agency: The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making a written request to the Agency for reimbursement of travel and subsistence expenses prior to submitting a request for payment to the Requesting Party. The Assisting Party's

written request should be submitted as soon as possible after the expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

4. IMMUNITY.

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33- 15-21. The Parties may waive this immunity in a manner provided by law to the extent that adequate insurance coverage is in effect.

5. LENGTH OF TIME FOR EMERGENCY.

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17.

6. TERM.

This Agreement shall be in effect for four (4) years from the date hereof. It shall automatically be renewed in successive four-year terms unless terminated upon 60 days advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, who shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director of the Mississippi Emergency Management Agency to all other Participating Governments.

7. EFFECTIVE DATE OF THIS AGREEMENT.

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY.

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to:

a. Request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement;

b. Coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement;

c. Serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential Disaster Declaration;

d. Serve as the central depository for executed Agreements;

e. Maintain a current listing of Participating Governments with their Authorized Representative and contact information and provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year.

MEMA will assume no responsibility for any person, group, or organization that self deploys.

9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS.

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section, or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section, subsection, or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements pursuant to Section 33-15-19, Mississippi Code, or interlocal agreements pursuant to Section 17-13-1 (Interlocal Cooperation of Governmental Units -§§ 17-13-1 — 17-13-17), Mississippi Code, those parties agree that this Agreement supersedes said agreements only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this Agreement. In the event that two or more parties to this Agreement wish to engage in mutual aid,

then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

IN WITNESS WHEREOF, the parties named herein have duly executed this Agreement/Compact on the date set forth below:

ATTEST:

CITY OF STARKVILLE IN OKTIBBEHA COUNTY OF MISSISSIPPI

By: _____ By: _____
President/ Mayor Clerk of the Board

APPROVED AS TO FORM:

Date: _____ By: _____
Board Attorney

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____ Date: _____
Executive Director

STATEWIDE MUTUAL AID COMPACT

Date: _____ Name of Government: _____

State Vendor # _____

Mailing Address: _____

City:_____, MS Zip Code: _____

Authorized Representative to Contact for Emergency Assistance

Primary Representative:

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____

1st Alternate Representative:

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____

2nd Alternate Representative:

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____

This page left blank intentionally.

Appendix 2 (Form REQ-A)

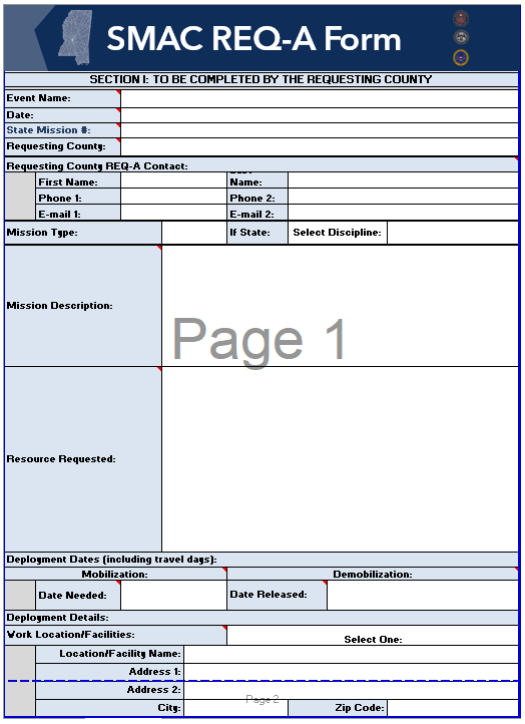
As outlined in SMAC section *2. Procedures*, the SMAC Form REQ-A displayed below, is required when a participating government either becomes affected by or is under imminent threat of a major disaster and requires emergency-related mutual aid assistance.

MEMA utilizes a digital version of the Form REQ-A for several reasons, including but not limited to:

- Expedite request, approval, and deployment processes;
- The REQ-A can be used as a living document, continuously updated and approved for mission developments and changes;
- Provides for a smooth transition to the R-2 Reimbursement Form and process.

The version displayed is a snapshot of the actual digital document. The full digital version of this form is a Microsoft Excel document, able to be downloaded from the MEMA Downloads\EMAC-SMAC folder on the MEMA SharePoint.

For more information or assistance, contact the MEMA EMAC-SMAC Coordinator at emac@mema.ms.gov.



SMAC REQ-A Form

SECTION I: TO BE COMPLETED BY THE REQUESTING COUNTY

Event Name:
Date:
State Mission #:
Requesting County:
Requesting County REQ-A Contact:
First Name: Name:
Phone 1: Phone 2:
E-mail 1: E-mail 2:
Mission Type: If State: Select Discipline:
Mission Description:

Page 1

Resource Requested:
Deployment Dates (including travel days):
Mobilization: Demobilization:
Date Needed: Date Released:
Deployment Details:
Work Location/Facilities: Select One:
Location/Facility Name:
Address 1:
Address 2:
City: Zip Code:

Page 2

This page left blank intentionally.

Appendix 3 (Form R-2)

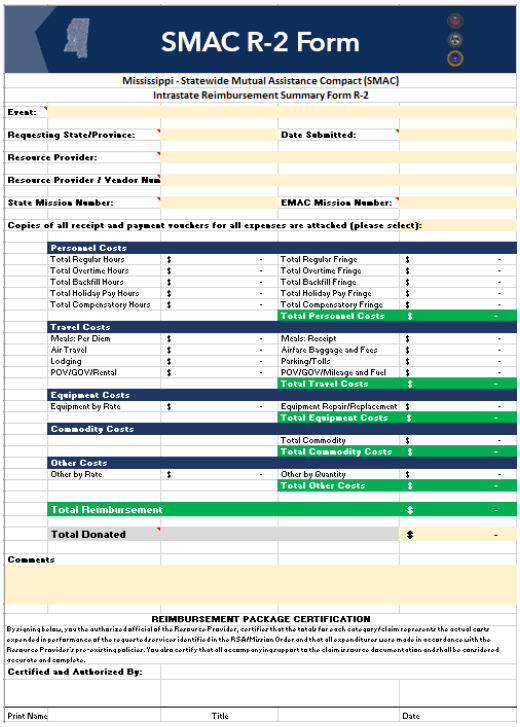
As outlined in SMAC section *3. Reimbursable Expenses*, the SMAC Intrastate Reimbursement Summary Form (Form R-2) displayed below, is required when a participating government supporting a major disaster requests for mutual aid assistance reimbursement.

Based on the EMAC Form R-2, MEMA utilizes a digital version of the Form R-2 for several reasons, including but not limited to:

- Expedite speed of submission, approval, and reimbursement processes;
- The R-2 is to be used as a living document, continuously updating and itemizing mission deployments, developments, and changes;
- Supports the Form REQ-A seamlessly to ensure continuity, approval, and transparency.

The version displayed is a snapshot of the actual digital document. The full digital version of this form is a Microsoft Excel document, able to be downloaded from the MEMA Downloads\EMAC-SMAC folder on the MEMA SharePoint.

For more information or assistance, contact the MEMA EMAC-SMAC Coordinator at emac@mema.ms.gov.



SMAC R-2 Form

Mississippi - Statewide Mutual Assistance Compact (SMAC)
Intrastate Reimbursement Summary Form R-2

Event:			
Requesting State/Province:		**Date Submitted:**	
Resource Provider:			
Resource Provider / Vendor Num			
State Mission Number:		**EMAC Mission Number:**	
Copies of all receipt and payment vouchers for all expenses are attached (please select):			
Personnel Costs			
Total Regular Hours	$ -	Total Regular Fringe	$ -
Total Overtime Hours	$ -	Total Overtime Fringe	$ -
Total Backfill Hours	$ -	Total Backfill Fringe	$ -
Total Holiday Pay Hours	$ -	Total Holiday Pay Fringe	$ -
Total Compensatory Hours	$ -	Total Compensatory Fringe	$ -
		Total Personnel Costs	$ -
Travel Costs			
Meals: Per Diem	$ -	Meals: Receipt	$ -
Air Travel	$ -	Airfare Baggage and Fees	$ -
Lodging	$ -	Parking/Tolls	$ -
POV/GOV/Rental	$ -	POV/GOV/Mileage and Fuel	$ -
		Total Travel Costs	$ -
Equipment Costs			
Equipment by Rate	$ -	Equipment Repair/Replacement	$ -
		Total Equipment Costs	$ -
Commodity Costs			
		Total Commodity	$ -
		Total Commodity Costs	$ -
Other Costs			
Other by Rate	$ -	Other by Quantity	$ -
		Total Other Costs	$ -
Total Reimbursement			$ -
Total Donated			$ -
Comments			

REIMBURSEMENT PACKAGE CERTIFICATION

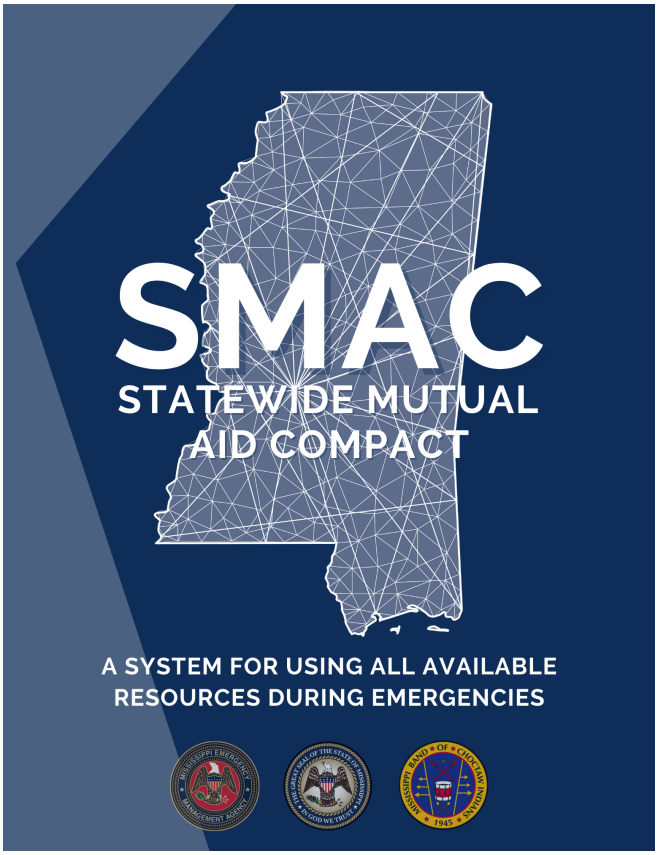
By signing below, you the authorized official of the Resource Provider, certifies that the totals for each category/claim represents the actual costs expended in performance of the requested service identified in the RSA/Mission Order and that all expenditures were made in accordance with the Resource Provider's pre-existing policies. You also certify that all accompanying support to the claim/resource documentation and shall be considered accurate and complete.

Certified and Authorized By:

Print Name	Title		Date

This page left blank intentionally.

This page left blank intentionally.


SMAC
STATEWIDE MUTUAL AID COMPACT
A SYSTEM FOR USING ALL AVAILABLE RESOURCES DURING EMERGENCIES

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST AUTHORIZATION TO HIRE CHRIS WILLIAMS AS A CITY ENGINEER IN THE ENGINEERING DEPARTMENT.

AUTHORIZATION HISTORY:
This is a replacement position with responsibilities previously held by Cody Burnett who resigned.

AMOUNT & SOURCE OF FUNDING:
Exempt Salary of - $120,629.30 ($57.99 per hour) based on 2080 hours**.**

REQUESTING DEPARTMENT:
Human Resources

DIRECTOR'S AUTHORIZATION:
Lynn Spruill, Mayor

SUMMARY:
Budgeted from line item # 001-197-410-104

FOR MORE INFORMATION CONTACT:
Lynn Spruill, Mayor
Nav Ashford, HR Resource/Consultant

SUGGESTED MOTION:
Move approval to hire Chris Williams as a City Engineer in the Engineering Department.

Christopher A. Williams, P.E.

6056 Henryville Road
Pheba, Mississippi 39755
228-380-1204
caw8msu2001@yahoo.com

Registered Professional Engineer, State of Mississippi (#20000)

EXPERIENCE

City of Starkville Engineering Department, Starkville, MS *- Associate City Engineer/Project Manager*

August 2022 - Present

- Manage capital improvement projects for the City of Starkville and along with various initiatives.

Notable Projects

- Hwy 182 Revitalization ($42M)
- McKee Park ($7.3M)
- Main Street Improvements ($7.7M)
- Needmore Center ($3.3 M)

Notable Grant Awards involved in:

- Hwy 182 RAISE ($25M)
- SS4A Implementation Grant ($8M)
- Main Street Association ($0.5M)

Initiatives started:

- City wide lighting study
- Co-operative education student program
- Internal landscaping program with the Sanitation Department
- City wide fiber planning
- Neighbor way program
- Certified Arboretum at Cornerstone
- Traffic Management System
- Tree Inventory
- ADA improvement system
- Training programs for parks and sanitation department for landscaping

Environmental 360, Inc., Murfreesboro, TN - *Regional Manager*

June 2019 - Present

- Assist clients across the Southeast with various environmental compliance issues.

Brown, Mitchell, and Alexander, Inc., Gulfport, MS - *Project Manager*

October 2009 - May 2019

- Managed projects in both the private and public sector from permitting and design through construction to ensure the client's projects were delivered on time and within budget.
- Implemented the cooperative education program with Mississippi State University.

  Notable Projects

  - Dupont Ilmenite Ore Silos, Port of Gulfport ($92M)
  - Jones Park, City of Gulfport ($10M)
  - W-13 Water Transmission Project (CDBG funding), Harrison County Utility Authority ($14M)
  - Area 3C and 3D FEMA Utilities Replacement, City of Gulfport ($6M)
  - Shed 50 Expansion, Port of Gulfport ($1.5M)
  - MSU Science and Technology Center, Stennis Space Center, LEED Certified, ($800k)
  - Various Commercial Developments and Residential Developments including medical centers, hotels, retail, casino improvements, and subdivisions with low impact design elements.

EcoSystems, Inc., Gulfport, MS - *Staff Engineer*

May 2008 - October 2009

- Designed various private developments; prepared project documents including plans and specifications; prepared opinions of probable costs; performed construction inspection; and performed construction administration.

EcoSystems, Inc., Jackson, MS – *Engineer Intern*

May 2006 – April 2008

- Assisted in the design and permitting of solid waste landfills and various civil design projects, including private developments, with emphasis on sustainable development.

Diagnostic Instrumentation and Analysis Lab (DIAL), Starkville, MS *- Student Worker*

June 2001 - May 2006

- Assisted with nuclear waste stabilization research for various national labs.

Smurfit Stone Container Corporation, Brewton, AL *- Cooperative Education Student Worker*

December 2001 - June 2004

- Carried out daily responsibilities pertaining to NPDES permit compliance as well as State and Federal air pollution regulations.

EDUCATION

Mississippi State University, Starkville, MS *- Bachelor of Science, Civil Engineering*

June 2001 - May 2006

INVOLVEMENTS

Keep Starkville Beautiful, Board Member

Engineers Without Borders, Mississippi Gulf Coast Chapter – Founding Member and Past President

Leadership Gulf Coast, Class of 2018

American Society of Civil Engineering – Member

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST AUTHORIZATION TO HIRE DAVID JELINEK AS A CIVIL ENGINEER CO-OP IN THE ENGINEERING DEPARTMENT

AUTHORIZATION HISTORY:
This position is part of the Engineering Department's Co-Op Program. The Co-Op Program is structured as a one-year program that is completed over the course of two academic years through a rotating schedule.

The rotating schedule is as follows:

- **Candidate I** will work Spring 2026, Summer 2026, and Fall 2026.
- **Candidate II** will work Summer 2026, Spring 2027, and Fall 2027.
- **Candidate III** will work Summer 2026 only.

This rotation allows continuity within the department while providing engineering students with practical work experience throughout their academic program.

AMOUNT & SOURCE OF FUNDING:
This position will be compensated for actual hours worked, not to exceed forty (40) hours per week, at a rate of $19.00 per hour. This position is not eligible for benefits due to the candidate's student status.

REQUESTING DEPARTMENT:
Human Resources

DIRECTOR'S AUTHORIZATION:
Cody Burnett, City Engineer

SUMMARY:
Budgeted from line item # 001-197- 430-103

FOR MORE INFORMATION CONTACT:
Cody Burnett, City Engineer
Nav Ashford, HR Resource/Consultant

SUGGESTED MOTION:
Move approval to hire David Jelinek as a Civil Engineer Co-Op in the Engineering Department.

David Jelinek

138 Stone Ridge Road, Starkville, MS — 662-769-9813 — dj1418@msstate.edu

Education:

Pursuing Bachelor's Degree in Civil Engineering: Mississippi State University (MSU), completion expected May 2025

High School Diploma: Mississippi School for Mathematics and Science (MSMS), 2019-2021, Columbus, MS, and Starkville High School (SHS), 2017-2019, Starkville, MS

Work and Volunteer Experience:

- Student worker: compiled and presented wheel test data to an International Society for Terrain Vehicle Systems (ISTVS) student conference as a part time student worker in the MSU Center for Advanced Vehicular Systems (2021-22)
- Served as an MSMS senator, writing and reviewing requests of the student body for the school administration in weekly meetings (2021)
- Math tutor: assisted MSMS students in weekly after-school sessions with trigonometry (2019-20)
- Participated in Boy Scout service projects including clearing hiking trails, cleaning an American Legion post, painting school basketball courts, and constructing a bench for the Oktibbeha County Heritage Museum. Kept attendance and minutes during meetings (2015-2018)

Extracurricular Activities:

- Member of MSU student chapter of the American Society of Civil Engineers (ASCE) 2024 Concrete Canoe team
- Member of MSU student chapter of the Institute of Transportation Engineers (ITE), participated in the 2023 Traffic Bowl team and Student Leadership Summit
- Studied abroad in Munich, Germany, in the MSU summer 2023 Technical Writing in Germany faculty-guided program, learning German language and pursuing a Global Engineering Leadership minor
- Played baritone/euphonium in SHS marching and concert bands and MSMS Blue Notes band
- Pursuing a music minor focusing in piano at MSU
- Recipient of the MSMS Shellie McKnight Music Award (2021)

References available on request.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST AUTHORIZATION TO HIRE JAMES M. PREWITT, III AS POLICE OFFICER – III IN THE STARKVILLE POLICE DEPARTMENT.

AUTHORIZATION HISTORY:
This is a replacement position previously frozen as an ARPA position.

AMOUNT & SOURCE OF FUNDING:
James M. Prewitt, III – Non-exempt salary for one (1) Police Officer – III - @ $56,588.38/year ($25.31/hour) based on 2236 hours per year.

REQUESTING DEPARTMENT:
Human Resources

DIRECTOR'S AUTHORIZATION:
Mark Ballard, Police Chief

SUMMARY:
Budgeted from line item #001-201-420-10

FOR MORE INFORMATION CONTACT:
Chief Mark Ballard, Chief of Police
Nav Ashford. HR Resource/Consultant

SUGGESTED MOTION:
Move approval to hire James M. Prewitt, III as Police Officer – III in the Starkville Police Department.

James M Prewitt II

464 Front St, Weir, MS 39772 | 662-275-6716 | jmprewitt19@yahoo.com

Education

MS LEO CERTIFICATION | AUGUST 2018 | MISSISSIPPI LAW ENFORCEMENT ACADEMY

- Basic LEO skills and knowledge
- Apply skills and knowledge in a controlled setting
- Learning self-discipline and societal rules
- Ethical standards
- LEO Code of Ethics
- State Laws and Procedure

HIGH SCHOOL DIPLOMA | MAY 2007 | ACKERMAN HIGH SCHOOL

Skills & Abilities

NATIONAL ASSOCIATION OF SEARCH AND RESCUE

- This certification gives me the ability to use environmental indicators to track and apprehend persons who may be lost or on the run.

SPECIAL RESPONSE TEAM TRAINING

- This specific training gives me the same as SWAT but in a prison setting.

SWAT TRAINING

- This training gives me tactical ability to secure and maintain hostile environment and apprehend suspects.

JOINT OPERATIONS

- I have worked many joint operations with MS Bureau of Narcotics, US Marshalls Fugitive Task Force, TVA Police, Alcoholic Beverage Control, and MS Dept. Wildlife Fisheries and Parks.

Experience

PROBATION/PAROLE AGENT/ HEARING OFFICER | MS DEPARTMENT OF CORRECTIONS | OCTOBER 2022 - PRESENT

- Patrick Culley (CCAD) 662-425-9509
- As a PPA Level 3 and the hearing officer, I supervise individuals reentering society after being released from prison, and conduct revocation hearings for Earned Release Status (ERS) and Intensive Supervision Program (ISP) aka House Arrest inmates.

DEPUTY | CLAY COUNTY SHERIFF'S DEPARTMENT | MAY 2019 – OCTOBER 2022

- Eddie Scott (Sheriff) 662-295-5441

- As a deputy, I patrolled the county, assisted investigations, answered 911 calls, worked traffic, and was the breacher for the SRT, as well as assisted other local, state, and federal agencies in many different operations.

Experience Continued

POLICE OFFICER | WEIR POLICE DEPARTMENT | JANUARY 2019 – MAY 2019

- Lawrence Caradine (Chief) 662-552-6899
- As a part time officer, my job was to work traffic and answer 911 calls.

POLICE OFFICER | KOSCIUSKO POLICE DEPARMENT | JANUARY 2019 – MAY 2019

- Herbert Dew (Former Chief) 601-942-4502
- As a part time officer, I transported inmates to and from court, answered 911 calls, and worked traffic.

DEPUTY | CHOCTAW COUNTY SHERIFF'S DEPARTMENT | JULY 2017 – JANUARY 2019

- Brandon Busby (Sheriff) 662-744-5088
- As a deputy, I patrolled the county, assisted investigations, answered 911 calls, and worked traffic.

References

LEE UPCHURCH | STARKVILLE POLICE DEPARTMENT CCTV | 662-769-7156

JORDAN ROBERTS | MS BUREAU OF NARCOTICS | 662-295-5600

SCOTT COLOM | DISTRICT ATTORNEY MS 16TH DISTRICT | 601-316-1906

TERRY SCOTT | CLAY COUNTY SHERIFF LEAD INVESTIGATOR | 662-295-5498

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST AUTHORIZATION TO HIRE JALIL CLEMONS AND MERIDETH GRACE GREGG AS NON-CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

AUTHORIZATION HISTORY:
Jalil Clemons is a replacement position previously held by Stephan Miller.

Merideth Grace Gregg will temporarily replace Brian Flaherty while out on military leave and will transition into a full-time role when William Turner resigns in July.

AMOUNT & SOURCE OF FUNDING:
Jalil Clemons and Merideth Grace Gregg - Base Salary for each Non-Certified Firefighter, $38,639.12 ($14.02 per hour) for entry level based on 2756 hours.

REQUESTING DEPARTMENT:
Human Resources

DIRECTOR'S AUTHORIZATION:
Dewayne Davis , Fire Chief

SUMMARY:
Budgeted from line item # 001-261-420-103

FOR MORE INFORMATION CONTACT:
Chief Dewayne Davis, Fire Chief
Nav Ashford, HR Resource/Consultant

SUGGESTED MOTION:
Move approval to hire Jalil Clemons and Merideth Grace Gregg as Non-Certified Firefighters in the Starkville Fire Department.

Merideth Grace Gregg

4241 HWY 15 Maben, MS 39750 | (662) 418-7786 | merigrace.gregg4@gmail.com

PROFILE

Versatile and compassionate professional with hands-on experience across wellness, youth development, and skilled labor. Licensed massage therapist with a strong foundation in therapeutic bodywork, client care, and wellness planning. Former camp counselor skilled in leadership, communication, and fostering safe, inclusive environments for youth. Background in construction brings physical stamina, attention to detail, and a results-driven mindset. Known for adaptability, empathy, and a strong work ethic – able to thrive in a both team-oriented and independent roles. Committed to delivering high-quality service, supporting others, and continually learning new skills.

EDUCATION

Certificate in Massage Therapy **December 2023**

Holmes Community College
Ridgeland, Mississippi
Overall GPA of 3.4/4.0

Associate of Applied Science **May 2024**

Holmes Community College
Goodman, Mississippi

EXPERIENCE

Massage Therapist

- Improving quality of life by assessing client's physical needs from pain, muscle tension, injury, or mobility
- Maintain client treatment confidentiality, monitor client progress and adjusting treatment plans for optimal outcome
- Upheld hygiene, and work area clean and sanitized

Labor Construction Worker, Boren Construction- Starkville, MS **June 2022 – December 2023**

- Tended pumps, compressors, and generators to power tools and machinery.
- Utilized wood screws, nails, dowel pins, or glue to assemble and fasten materials to make frameworks or props.
- Modified buildings through wall demolition, replacement, or construction.

Camp Counselor, Camp Lake Stephen – Oxford, MS **May 2021 – July 2021**

- Welcomed and introduced new arrivals to participants for support and guidance, enforcing consistent camp policies to keep campers safe.
- Communicated with parents, providing updates, and answering questions about camp activities.
- Fostered a positive learning environment, demonstrated positive behaviors, and modeled teamwork.
- Responded swiftly to emergencies, assessed injuries, and administered first aid.
- Guided and cared for special needs campers, helping them with transportation, activities, and mealtimes.

SKILLS

- Quick learner.
- Adaptive to situations.
- Good communication.
- First Aid and CPR certified
- Massage techniques (Deep tissue, Swedish)

- Client assessment
- Treatment planning
- Customer service
- Sanitation and safety
- Time management
- Confidentiality
- Youth supervision and safety
- Conflict resolution and behavior management
- Physical endurance and strength
- Power tool and hand tool proficiency
- Problem solving in dynamic environment

LEADERSHIP AND INVOLVEMENT

- Basketball team captain in senior year at East Webster High School.
- Camp counselor.
- Fellowship of Christian Athletes.
- Business owner
- BNI member 2024-2025

AWARDS

- Achievement Award – 2023 Student of the Year- Holmes Community College School of Massage Therapy
- Presidents List Holmes Community College

References available upon request

Jalil Clemons
(662)361-7986
Che2qs@hotmail.com
Starkville, MS 39759
LinkedIn: Jalil Clemons

SUMMARY

Results-driven professional with a strong academic foundation and a demonstrated commitment to public service and municipal utility operations. Holds a Liberal Studies degree with strengths in strategic planning, documentation, communication, and cross-functional stakeholder coordination. Recognized for reliability, sound judgment, attention to detail, and the ability to perform effectively in complex, fast-paced, and compliance-driven environments. Brings a collaborative leadership approach and a focus on operational efficiency, regulatory compliance, and the delivery of high-quality, community-focused utility services.

SKILLS

- Collaborative team worker with excellent communication skills
- Strong multitasking and organizational abilities
- Documentation management and reporting
- Carpentry skills
- Schedule tracking and task prioritization
- Problem-solving and critical thinking skills
- Attention to detail in fast-paced environments

EXPERIENCE

Starkville School District Maintenance
Starkville, Mississippi
November 2025 to current

- Basic Carpentry repairs
- Making practical repair decisions with limited materials
- Communicating with staff, administrators, and supervisors
- adapting to unexpected issues during repairs
- Water repairs

BC Lions Football Club- *Professional Athlete*
Vancouver, British Columbia
April 2025 to August 2025

- Participated in team meetings to discuss tactics, goals, and upcoming competitions.
- Executed daily training routines to enhance physical performance and skill development.
- Supported fellow athletes by providing guidance on training techniques and recovery methods.
- Engaged with fans during community events to promote team spirit and brand presence.

EDUCATION

- Bachelor of Liberal Studies

University of Southern Mississippi May 2024
Hattiesburg, MS

ACCOMPLISHMENTS

- 2019 College Football Champion for the University of Memphis

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST AUTHORIZATION TO HIRE JOHN WES CANTRELL AS CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

AUTHORIZATION HISTORY:
John Wes Cantrell is a replacement position previously held by Caleb Campbell

AMOUNT & SOURCE OF FUNDING:
John Wes Cantrell - Base Salary for Non-Certified Firefighter, $44,672.29 ($16.21 per hour) based on 2756 hours.

REQUESTING DEPARTMENT:
Human Resources

DIRECTOR'S AUTHORIZATION:
Dewayne Davis , Fire Chief

SUMMARY:
Budgeted from line item # 001-261-420-103

FOR MORE INFORMATION CONTACT:
Chief Dewayne Davis, Fire Chief
Nav Ashford, HR Resource/Consultant

SUGGESTED MOTION:
Move approval to hire John Wes Cantrell as Certified Firefighter in the Starkville Fire Department.

John Cantrell

Calhoun, GA | 762.334.4372 | jwescantrell@gmail.com

Objective

To serve the community and continue a career in fire and rescue services.

Experience

J&J Water Inc. (Calhoun, GA) | Production Assistant **2020 - 2023**

- Involved in every key aspect of manufacturing, bottling, and shipping drinking water from inspection to product completion.

Calhoun Fire Department (Calhoun, GA) | Firefighter/EMT **2023 - Present**

- NPQ and State of Georgia certified Firefighter
- Nationally Registered and State Licensed EMT-Basic
- Obtained NPQ Certifications in FF1 and FF2, Hazardous Materials Awareness and Operations, AOPP Pumper and Aerial, and Rescue Rope Technician 1.
- Obtained Georgia Public Safety Training Center Certifications in Due Regard, Interior Search and Rescue, Structural Fire Control, Crash Victim Extrication, Pressurized Container Fire Control, Handling Flammable and Combustible Liquids Incidents, and Pipeline Emergencies: Air Monitoring.
- Additional Certifications obtained such as NIMS 100, 200, 700, and 800.

Education

Georgia Connections Academy, High School Diploma **2022**

Skills & abilities

- Enjoys learning and serving
- Punctual
- Problem solving
- Communication
- Leadership
- Team player

References

- **Lt. Brett Silvers –** Calhoun Fire Department (Calhoun, GA)
  770.547.2066
- **Engineer Robert Oglesby –** Calhoun Fire Department (Calhoun, GA)

770.773.5441

- **Battalion Chief Billy Green –** Calhoun Fire Department (Calhoun, GA) 770.608.1244

More references available upon request.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST AUTHORIZATION TO HIRE JOLIE CLEMENTS AND TANNER A. HAGUEWOOD AS STUDENT INTERNS IN THE STARKVILLE UTILITIES DEPARTMENT.

AUTHORIZATION HISTORY:
These are replacement positions previously held by Briley Harper and Cara Jarancik, both of whom have resigned.

AMOUNT & SOURCE OF FUNDING:
Jolie Clements - non-exempt salary of $14,560.00 annually ($14.00/hour), based on 1,040 hours.

Tanner A. Haguewood - non-exempt salary of $14,560.00 annually ($14.00/hour), based on 1,040 hours.

REQUESTING DEPARTMENT:
Human Resources

DIRECTOR'S AUTHORIZATION:
Edward Kemp, Utilities Director

SUMMARY:
FISCAL NOTE:
Budgeted from the following line items: 40% from 601.40, 40% from 901.20, 10% from 701.20, and 10% from 801.20.

FOR MORE INFORMATION CONTACT:
Edward Kemp, General Manager
Nav Ashford, Human Resources Director/Consultant

SUGGESTED MOTION:
Move approval to hire Jolie Clements and Tanner A. Haguewood as Student Interns in the Starkville Utilities Department.

Tanner A Haguewood

Meridian MS | +1(601)934-6570 | Tanner.H.Business@Gmail.com

3rd generation farmer from rural Mississippi that seeks to expand his worldview through new and challenging opportunities. Skilled worker dedicated to demanding work having led teams of up to 10 in rescue and safety operations taking place in harm's way to ensure others welfare. Highly adept at working in stressful situations while remaining calm under pressure and providing high-quality care. Seeking to leverage skills and experience with new opportunities.

Key Qualifications:

- Process Improvement / Product Development
- Cash Handling / Customer Assistance
- System Troubleshooting / Technical Writing
- Written / Verbal Communication
- Project Planning / Design development
- Microsoft Office / Google proficiency
- Adobe / Autodesk experience

WORK EXPERIENCE

Flooring and Appliance Associate
Sept 2024 – Apr 2026

Lowes , Starkville MS

Care for customer satisfaction by providing cutting and shaping services for flooring and relevant information on new and used appliances for home remodeling and repair, responsible for weekly stocking and unloading of freight and appliances.

Engineering Apprentice
May 2023 – Present

Mississippi Air National Guard , Meridian MS

- Focuses Geographic Info Systems to deliver mapping requirements for $20M infrastructure expenditures over 100 buildings and 72 acres
- Conducts facility surveys & site inspections; supporting 9 aircraft at 376.8M on a 1066 sq yd airfield

Volunteer Firefighter
Jan 2023 - Feb 2024

Southeast Fire Department, Meridian MS

- Attended more than 50% of department calls annually and participates in at least 12 drills per year to refresh skills.
- Collaborated with a full volunteer force of 15 to ensure up to date training to reduce response time by up to 10 minutes

Venue Coordinator
May 2023 – Feb 2024

Magnolia Tent, Gulf South USA

- Performed routine maintenance checks on all equipment loaded and unloaded materials from trucks during installations.
- Planned routes for delivery of supplies and materials efficiently and safely

- Installed and secured tent frames, poles, and stakes.

Pool Service Professional

May 2022 – May 2023

All Around Pool & Spa, Lauderdale County MS

- Cleaned and maintained pool filter systems, pumps, and chlorinators on a daily basis servicing over 500 pools monthly
- Performed chemical tests to ensure proper balance of pH levels in the pools and irrigation systems

Concessions Associate

Sept 2021– May 2022

Golden Ticket Cinemas, Meridian MS

- Performed opening duties including counting money in the cash drawer and verifying daily deposits against receipts, no recorded incidents of money missing from till ensuring a correct till at all times
- Answered customer inquiries regarding prices and products offered at concessions, Attention to detail led to being the highest selling associate.

EDUCATION

Bachelor of Science and Arts in Building Construction Science / Construction Management (In Progress)
Mississippi State University, Starkville MS

Associates of the Arts in Liberal Arts studies Dec 2024
Meridian Community College

CERTIFICATION AND TRAINING

- Engineering Assistant Certification, US Air Force Jul 2024
- Volunteer Firefighter 1, Mississippi State Fire Academy Apr 2023
- CPR, American Red Cross Apr 2023 - Apr 2025

VOLUNTEER EXPERIENCE

Hurricane Helene Donation Coordinator Oct 2024
New Beginning Christian Fellowship, Meridian MS

- Provided and packed clothing, propane, heaters, blankets, and hygiene products to be delivered to families affected by hurricane helene and to the safety / community responders in North Carolina

Haunted House Actor Oct 2021 - 2023
Southeast Highschool, Meridian MS

School Cleaning Sept 2021
Southeast High School, Meridian MS

Dear Hiring Manager,

As a Civil Engineering student at Mississippi State University with a 3.67 GPA, I am writing to express my strong interest in the Student Intern position for Facilities and Building Management. My long-term career goal is to serve in a municipal public works department. I am excited to bridge the knowledge I have gained in my engineering program to a hands-on position focused on maintaining and optimizing city infrastructure.

My academic coursework has provided me with a strong foundation in many technical aspects. I am familiar with AutoCAD drafting and am comfortable using basic features within the AutoCAD interface. I am comfortable and confident working with Microsoft interface - Excel, Word, Outlook, Teams, etc. My laboratory experience in surveying and water treatment has given me hands-on exposure to elevations, stations, water quality parameters, and technical writing and presenting.

While my academic career at MSU has developed my technical skills, my involvement has developed my professional skills. My involvement in the Concrete Canoe Design Team has exposed me to basic construction and materials concepts ahead of me taking the classes associated with those topics, but more importantly it has taught me to adapt and learn quickly in professional environments where I am not already familiar. In addition to my involvement with Concrete Canoe, my membership in MSU's Terpsichore Dance Company has grown my appreciation for teamwork. Both clubs have expanded my ability to work well in a team both as a professional and in a creative sense, and they have helped my time management and future planning skills develop by challenging me to balance time consuming extracurriculars with the rigorous coursework demanded from an engineering program.

I am particularly interested in this role because it offers an up close and hands on perspective of city facilities. I am very interested in serving my community and giving back to Starkville as much as it has given to me.

Thank you for your time and for considering my application. I look forward to the possibility of discussing this position further.

Best,

Jolie Clements

Jolie Clements

Memphis, TN

(901) 359-1390 · jclem1015@gmail.com · jgc339@msstate.edu

Education

Bachelor of Science in Civil Engineering **Expected Graduation: May 2028**

Mississippi State University

53 credit hours · GPA: 3.67

Work Experience

Pyro's Pizza - Cordova, TN |*Team Member* **January 2024-Present**

- Food Prep, greet customers and take orders, make orders, work the register, run food to tables, customer service on the phone

Math Tutor **September 2022-Present**

- Experienced in Elementary school math, algebra, geometry, pre-calculus, and both Calculus I and II tutoring. Both paid and volunteer work.

Childcare Provider **September 2022-May 2024**

- Cared for children aged 2-10, helped with homework, managed routines, and built connections with families.

Involvement

Terpsichore Dance Company at MSU **August 2024-Present**
Spend 7.5 hours weekly choreographing dances, working within the team on pieces, helping plan and put on recital in spring, and organizing fundraising events.

American Society of Civil Engineers (ASCE) **August 2025-Present**

Weekly meetings connecting with other Civil Engineering Students, Industry Professionals, and Civil Engineering Companies.

Mississippi State University Concrete Canoe Design Team **March 2026-Present**

Member of the mix design sub team. Weekly Meetings with sub team researching, designing, and testing the composition of concrete mix that will be used to construct the concrete canoe for Gulf Coast Student Symposium Competition.

Relevant Skills

Proficiency in Microsoft (Word, PowerPoint, Excel) (Data analysis, Graphing)

Familiar with AutoCAD (2D drafting)

Experienced in Chemistry Laboratory (Solution preparation, Titrations, Handling, Technical writing and reporting), **Water Treatment Laboratory** (Basic Water Quality Tests, Solids Removal, Aeration tanks, etc.), **and Surveying Lab** (Familiar with basic surveying tools, comfortable working with stations, azimuth, and elevations)

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks & Recreation
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST TO APPROVE THE LOW BID FROM COPPERTOP SHEET METAL IN THE AMOUNT OF $61,100.00 FOR THE TRAVIS OUTLAW CENTER AND ANNEX ROOF REPAIRS.

AUTHORIZATION HISTORY:
Permission to advertise was granted at the March 3rd, 2026 Board of Alderman Meeting.

AMOUNT & SOURCE OF FUNDING:
contract amount: $61,100.00
1% & 2% Funds
Existing Park Improvements – 375-551-907-942

REQUESTING DEPARTMENT:
Parks & Recreation

DIRECTOR'S AUTHORIZATION:
Greg Owen, Park Director

SUMMARY:
Three responsive bids were received and opened on May 14th, 2026 for the Travis Outlaw Center and Annex Roof Repairs project. The project architect, Thomas Stewart with Architectonics, has reviewed the bids and recommends award to Coppertop Sheet Metal of Columbus, Mississippi. The Recommendation Letter and certified bid tab are attached.

FOR MORE INFORMATION CONTACT:
GREG OWEN @ 662-323-2294 OR GOWEN@SPORTSFACILITIES.COM
CHRIS WILLIAMS @ 662-323-2525 EXT. 3122 OR C.WILLIAMS@CITYOFSTARKVILLE.ORG
STEPHEN KACHELMAN @ 662-323-2525 EXT. 3111 OR S.KACHELMAN@CITYOFSTARKVILLE.ORG

SUGGESTED MOTION:

MOVE TO APPROVE THE LOW BID FROM COPPERTOP SHEET METAL IN THE AMOUNT OF $61,100.00 FOR THE TRAVIS OUTLAW CENTER AND ANNEX ROOF REPAIRS.

May 14, 2026

Chris William, P.E.
City of Starkville
110 West Main Street
Starkville, MS 39759

Re: Bid results Travis Outlaw Center and Annex Roof Repairs

Dear Chris:

Enclosed you will find a certified tabulation of bids received today May 14, 2026.

The lowest bid amount is $61,100.00. This bid was from Coppertop Sheet Metal of Columbus, Mississippi.

My recommendation is to accept the Bid from Coppertop Sheet Metal.

If you have any questions, please contact me anytime.

Sincerely,

Thomas C. Stewart, AIA, NCARB, Architect
Owner

Enc.

ARCHITECTONICS, PLLC
THOMAS C. STEWART, ARCHITECT

300-A GREENSBORO STREET l STARKVILLE, MS 39759
662.615.5588 l INFO@ARCHITECTONICS.INFO

architectonics
THOMAS C STEWART, ARCHITECT

CERTIFIED BID TABULATION FORM

Project #105-09-25	**Bid Date: May 14, 2026**	**Time: 2PM**
Project Title: TRAVIS OUTLAW CENTER AND ANNEX ROOF REPAIRS		
Institution/Agency/Owner: CITY OF STARKVILLE		
Professional: ARCHITECTONICS PLLC, THOMAS C. STEWART AIA, ARCHITECT		

Contractors	Base Bid	Unit Prices
__ _COPPERTOP SHEET METAL_____ COLUMBUS, MS Certificate of Responsibility #12260-SC 5% Bid Security: _GRAY SURETY____ Addenda Received (#1) (#) (#) (#) Days _____ _____	$61,100.00	1. _____ _____( ) 2._____( ) 3._____( ) 4._____( ) 5._____( )
__ _TABOR CONSTRUCTION & DEV.___ STARKVILLE, MS Certificate of Responsibility #18316-MC 5% Bid Security:_____ Addenda Received (#1) (#) (#) (#) Days _____ _____	$NON RESPONSIVE	1. _____ _____( ) 2._____( ) 3._____( ) 4._____( ) 5._____( )
__ _ARCON GENERAL CONTRACTORS BOONEVILLE, MS Certificate of Responsibility #26835-MC 5% Bid Security: _FCCI INSURANCE____ Addenda Received (#1) (#) (#) (#) Days _____ _____	$115,744.62	1. _____ _____( ) 2._____( ) 3._____( ) 4._____( ) 5._____( )
__ _JOHNS & KIRSEY INC._____ TUSCALOOSA, MS Certificate of Responsibility #23820-MC 5% Bid Security: _CINC. INS. CO.____ Addenda Received (#1) (#) (#) (#) Days _____ _____	$98,000.00	1. _____ _____( ) 2._____( ) 3._____( ) 4._____( ) 5._____( )

I certify that this is a correct tabulation of all bids received for this project on the date stated above.

_____ _____***MAY 14, 2026***_____
(Authorized Signature) (Date)

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks & Recreation
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST TO APPROVE THE SUMMARY CHANGE ORDER WITH BYRUM CONSTRUCTION, INC. FOR THE JL KING CULVERT PROJECT IN THE AMOUNT OF A $7,884.12 INCREASE.

AUTHORIZATION HISTORY:
05-21-2024: Board of Aldermen granted permission to advertise for the project.
03-18-2025: Board of Aldermen approved the low bid from Byrum Construction in the amount of $1,798,458.00
05-25-2025: Board of Aldermen approved CO#1 in the amount of $65,053.55.
04-07-2026: Board of Aldermen approved CO#2 in the amount of $65,513.08.

AMOUNT & SOURCE OF FUNDING:

Fund 312 – 2023 Parks Bond

REQUESTING DEPARTMENT:
Parks & Recreation

DIRECTOR'S AUTHORIZATION:
Greg Owen, Park Director

SUMMARY:
This is the final quantity adjustment.

FOR MORE INFORMATION CONTACT:
GREG OWEN @ 662-323-2294 OR GOWEN@SPORTSFACILITIES.COM
CHRIS WILLIAMS @ 662-323-2525 EXT. 3122 OR C.WILLIAMS@CITYOFSTARKVILLE.ORG
STEPHEN KACHELMAN @ 662-323-2525 EXT. 3111 OR S.KACHELMAN@CITYOFSTARKVILLE.ORG

SUGGESTED MOTION:
Move to approve the summary change order with Byrum Construction, Inc. for the JL King Culvert Project in the amount of a $7,884.12 increase.

CHANGE ORDER NO.: 3 (SUMMARY)

Owner: **City of Starkville, MS**
Engineer: City of Starkville – Stephen Kachelman
Contractor: Byrum Construction, Inc.
Project: JL King Park Culvert Replacement
Contract Name: JL King Park Culvert Replacement
Date Issued: 4/28/26

Owner's Project No.: 21048
Engineer's Project No.: 21048
Contractor's Project No.:

Effective Date of Change Order: 5/6/26

The Contract is modified as follows upon execution of this Change Order:

Description:

Final quantity adjustments. Overruns on sodding & seeding.

Attachments:

See attached quantity adjustments and calendar day breakdowns.

Change in Contract Price	Change in Contract Times
Original Contract Price: $ $1,798,458.00	Original Contract Times: 240 calendar days Substantial Completion: 1/28/26 Ready for final payment:
Contract amount changes from previously approved Change Orders: $ $130,566.63	**Calendar day changes** from previously approved Change Orders: Substantial Completion: N/A Ready for final payment:
Contract Price prior to this Change Order: $ $1,929,024.63	Contract Times prior to this Change Order: 44 calendar days Substantial Completion: 3/13/26 Ready for final payment:
Increase this Change Order: $ $ 7,884.12	**Increase** this Change Order: 0 calendar days Substantial Completion: 3/13/26 Ready for final payment:
Contract Price incorporating this Change Order: $ $1,936,908.75	Contract Times with all approved Change Orders: Substantial Completion: 3/13/26 Ready for final payment:

Recommended by Engineer (if required)

By: Steph Kachelman
Title: Engineer
Date: 4/28/26

Accepted by Contractor

By:
Title: Owner
Date: 4/28/26

Authorized by Owner

By:
Title:
Date:

This document is a MODIFIED version of EJCDC® C-941, Change Order. Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers and is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to copyright.

21048 - JL King CO#3

	A	B1	B2	B3	B4	B5	B6	B7	C		D3	E3			H
			CONTRACT VALUES												
LINE NO.	PAY ITEM NO.	DESCRIPTION OF WORK	Original QTY	**Proposed CO #3 Qty Adj.**	Updated Qty	UNIT	UNIT PRICE	Original Scheduled Value (B2 * B6)	Updated Scheduled Value (B4 * B6)	Change in Scheduled Value	Units Completed To Date **(D1+D2)**	Value Completed To Date **(E1+E2)**	% (G/C)	BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE
19	216-A001	Solid Sodding	2200.000	**1037.900**	3237.900	SY	$ 6.00	$ 13,200.00	$ 19,427.40	$ 6,227.40	3237.90	$ 19,427.40	100.0%	0.00	$ -
20	225-A001	Seeding	1.500	**0.390**	1.890	ACRE	$ 3,218.00	$ 4,827.00	$ 6,082.02	$ 1,255.02	1.89	$ 6,082.02	100.0%	0.00	$ -
21	225-C001	Mulch, Vegetative Mulch	1.500	**0.390**	1.890	ACRE	$ 1,030.00	$ 1,545.00	$ 1,946.70	$ 401.70	1.89	$ 1,946.70	100.0%	0.00	$ -

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks & Recreation
AGENDA DATE: June 2, 2026

SUBJECT:
CONSIDERATION TO APPROVE THE LOWEST QUOTE OF $61,230.00 FROM H & H TURF SOLUTIONS, LLC FOR SOCCER FIELD RENOVATIONS.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:
1% / 2% Fund - 375-551-907-943

REQUESTING DEPARTMENT:
Parks & Recreation

DIRECTOR'S AUTHORIZATION:
Greg Owen, Park Director

SUMMARY:
The attached quotes are to renovate six soccer fields at the Sportsplex.

FOR MORE INFORMATION CONTACT:
Greg Owen 662 323 2294 ext 3140
gowen@sportsfacilities.com

SUGGESTED MOTION:
Authorization for approval to proceed with the lowest quote.

H & H Turf Solutions
2563 Hwy 389
Woodland, MS 39776
+16628364189
hardinturfsolutions@gmail.com

Estimate

ADDRESS
Greg Owen
SFM
Starkville Parks and Rec

SHIP TO
Greg Owens

ESTIMATE # 1288
DATE 04/30/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Top Grade	-Spread supplied sand. -Grade smooth with float box and box blade to fill as many holes as possible while creating a smooth blanket of sand. -Shockwave at 10-inch depth. -Slice aerate the field 2 directions to help sand penetrate the surface.	6	10,205.00	61,230.00
	Irrigation	-H&H is not responsible for any unmarked irrigation system components.	1	0.00	0.00

Please remit payment to:
H&H Turf Solutions LLC
2563 Hwy 389
Woodland, Ms 39776

SUBTOTAL	61,230.00
TAX	0.00
TOTAL	**$61,230.00**

Accepted By

Accepted Date

ESTIMATE

Turf Resources,LLC
208 Devereaux Ct.
Madison, MS 39110

jbsturf@gmail.com
+1 (601) 919-5465



Bill to
Greg Owen
Starkville Parks and Rec

Ship to
Greg Owen
Starkville Parks and Rec

Estimate details
Estimate no.: 1295
Estimate date: 05/24/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Service**	Top Grade - Grade smooth the supplied sand with a box blade and float box to level as many holes as possible. Shockwave and Aerate - Shockwave between 8" and 10" in depth and Aerate with a Aerway two directions to help incorporate floated sand	6	$10,500.00	$63,000.00
2.		**Sales**	Mobilization	1	$1,500.00	$1,500.00
			Total			**$64,500.00**

Accepted date **Accepted by**

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks & Recreation
AGENDA DATE: June 2, 2026

SUBJECT:
CONSIDERATION TO APPROVE THE LOWEST QUOTE OF $38,448.00 OF MASON SAND (48 LOADS OF 30 TONS PER LOAD) FROM BURNS LOGISTICS.

AUTHORIZATION HISTORY:
N/A

AMOUNT & SOURCE OF FUNDING:
1% / 2% Fund - 375-551-907-943

REQUESTING DEPARTMENT:
Parks & Recreation

DIRECTOR'S AUTHORIZATION:
Greg Owen, Park Director

SUMMARY:
There are two quotes attached for mason sand. The lowest quote is from Burns Logistics at $26.70 per ton. At 30 tons per load, (equal to 22 yards) $801 is the cost per trailer delivery. We have six fields to renovate, each requiring eight loads per field. The total price is $38,448 for 48 trailer loads of sand.

FOR MORE INFORMATION CONTACT:
Greg Owen 662 323 2294 ext 3140
gowen@sportsfacilities.com

SUGGESTED MOTION:
Approval to purchase the lowest quote.

Customer:
CSP SFM LLC
405 Lynn Ln
Starkville MS 39759 US
Attn: Greg Owns

BURNS LOGISTICS

Quote Number: 43834
Quote Name: Sport Complex 2026

Proposal Date: 5/26/2026
Proposal Expires: 6/25/2026

PO Number:

Salesperson:
Cindy Williams
cindy@burnslog.com

Item	Description	Truck Categories	Designation	Deliver To	Quantity	Rate
Mason Sand	Mason Sand	Tractor	Freight and Material	Starkville Sportsplex, 405 Lynn Ln, Starkville, MS	- Tons	$26.70

Notes:

Sand - Trailer estimated to haul 28-32 tons per load. Tandem estimated to haul 14-16 tons per load.

There will be a fuel surcharge of 4.5% for every .20cents above 4.50 per gallon for diesel fuel based on gulf coast (PADD3) gasoline and Diesel retail prices. Job delays over 30 minutes will incur an additional fee tandem $100 per hour & tractor/trailer $125 per hour.

Burns Logistics LLC
24 Burns Drive
Columbus, MS 39702

Cindy Williams _____ Date 5/26/2026

Customer Signature _____ Date _____

GraRock Trucking, Inc.

16100 US Highway 45
Macon, MS 39341

Phone (662) 726-4440
Fax (662) 726-4494

Name / Address
CSP SFM, LLC 405 Lynn Lane Starkville, MS 39759

Estimate

Date	Estimate #
5/26/2026	7149

Project

Description	Qty	Cost	Total
Rebel Rock Mason Sand	22	19.00	418.00T
Hauling	22	18.50	407.00T
Fuel surcharge on hauling	407	0.10	40.70T

Subtotal	$865.70
Sales Tax (7.0%)	$60.60
Total	$926.30

AGENDA REQUEST

TO: Mayor and Board of Aldermen

FROM: Sgt. Gillen, Code Enforcement Supervisor

AGENDA DATE: June 2, 2026

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

Request:

Hold Public Hearing for Lot Mowing list pursuant to Mississippi Code § 21-19-11.

Case #	Parcel #	Location	Owner	Owner Address	Inspector
CE-26-58	105L-00-011.00	117 ARROWHEAD DR	CHARLIE LEWIS & JONES WILMA	1710 ARROWHEAD DR STARKVILLE, MS 39759	MH

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Utilities
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST AUTHORIZATION TO EXECUTE THE USG WATER TANK INSPECTION 10-YEAR CONTRACT FOR NORTHSTAR INDUSTRIAL PARK TANK AND SCALES STREET TANK.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

Water Budget

REQUESTING DEPARTMENT:
Utilities

DIRECTOR'S AUTHORIZATION:
Edward Kemp, Utilities Director

SUMMARY:
This contract is to provide required inspections of these two water tanks per our drinking water permit with the Department of Health.
The other tanks currently have a current agreement or other arrangements to provide these inspections.

FOR MORE INFORMATION CONTACT:
Edward Kemp (662)323-3133 ext. 1101

SUGGESTED MOTION:
Move approval to execute the USG Water Tank Inspection 10-Year Contract for Northstar Industrial Park Tank and Scales Street Tank.

Inspection Only
Contract for Services

Starkville Utilities, MS
Tank Inspections

Confidential Proprietary Information

	2026	2027	2018	2019	2030	2031	2032	2033	2034	2035
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
500,000 Scales Street Elevated Tank	Visual Inspection	Washout Inspection	Visual Inspection	Visual Inspection	Washout Inspection	Visual Inspection	Visual Inspection	Washout Inspection	Visual Inspection	Visual Inspection
Annual Payment	$ 2,000	$ 3,907	$ 2,144	$ 2,220	$ 4,067	$ 2,380	$ 2,464	$ 4,514	$ 2,642	$ 2,735
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
500,000 Industrial Park Composite Fluted Column Tank	Washout Inspection	Visual Inspection	Visual Inspection	Washout Inspection	Visual Inspection	Visual Inspection	Washout Inspection	Visual Inspection	Visual Inspection	Washout Inspection
	$ 3,733	$ 2,071	$ 2,144	$ 3,928	$ 2,299	$ 2,380	$ 4,360	$ 2,551	$ 2,642	$ 4,839

Notes:

Program includes Annual Tank Inspections as outlined. EMERGENCY SERVICE, Safety Sanitary,Security
Annual inspections - Washout every third year -ROV can be substituted for wash out at customers request
Emergency Service to include graffiti, vandalism, floats, vent & overflow screens

Industrial Park Tank Notes:

Mixer not covered by maintenance program, but could be inspected or serviced upon separate proposal agreement

Compatibility Report for Starkville, MS Budgetary Spread Sheet Example 9.07.2022.xls
Run on 9/7/2022 8:15

If the workbook is saved in an earlier file format or opened in an earlier version of Microsoft Excel, the listed features will not be available.

Minor loss of fidelity	# of occurrences	Version
Earlier versions of Excel do not support color formatting in header and footer text. The color formatting information will be displayed as plain text in earlier versions of Excel.	1	Excel 97-2003

USG WATER SOLUTIONS

Utility Service Co., Inc.

Contract for Services

DRAFT

Owner: City of Starkville
Starkville, MS

Tank Size/Name: 500,000 Gallon Composite –
Northstar Industrial Park Tank

Location: North Jackson Street (near Hwy 82)

Date Prepared: February 2, 2026

535 Gen Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855.526.4413 | Fax: 478.987.2991

CONTRACT FOR SERVICES

This Contract for Services (hereinafter, "the Contract") is entered into by and between the **City of Starkville, whose business address is 101 Lampkin Street, P O Box 927, Starkville, MS 39760** (hereinafter, "the Owner") and Utility Service Co., Inc., whose business address is 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069 (hereinafter, "the Company"). The Owner and the Company shall be individually referred to herein as "a Party" or collectively referred to herein as "the Parties".

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the Parties agree as follows:

1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional services needed to service its **500,000** gallon water storage tank located at **North Jackson Street, Starkville, MS 39760 (near Hwy. 82)** (hereinafter, "the Tank"). The services (collectively, "the Services") that the Company will provide include the following:

a. The Company will perform a visual inspection of the Tank in Contract Years 2, 3, 5, 6, 8 and 9. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.

b. In Contract Year 1, 4, 7 and 10 after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.

c. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

d. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all responsibility for the installation and use of the pressure relief valves.

e. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

DRAFT

© 2022 Utility Service Co., Inc.

2. Contract Price/Annual Fees. **This is a 10-year term contract.** For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. **See Attached Exhibit A for the Annual Fee Schedule; said Exhibit A is incorporated herein by reference.** All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. Payment Terms. The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the Contract. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this Contract without notice. The late fee will be 1.5% per month.

4. Changes or Delays to Services. **For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank.** In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this Contract.

5. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to service pursuant to the requirements of this Contract based upon its existing structure and components as of the Effective Date (defined hereinafter). ***Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.*** In addition, material changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the service of the Tank, will be just cause for an mutually agreed equitable adjustment of the Annual Fees in this Contract.

6. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the service of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the service of the Tank, will be just cause for an mutually agreed equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

DRAFT

© 2022 Utility Service Co., Inc.

7. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the Contract; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site; (xv) any responsibilities or services except as set forth in Section 1.

8. Force Majeure. If the Company is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of act of God or force majeure such as: (i) fire, (ii) war, (iii) earthquake, (iv) strike, (v) lock-out, (vi) labor dispute, (vii) flood, (viii) public disaster, (ix) pandemic or epidemic event (including COVID-19), (x) interruptions or delays in reasonably available means of transportation, (xi) acts of any government or its agencies or officers, or any order, regulation, or ruling thereof, (xii) equipment or technical malfunctions or failures, (xiii) power failures or interruptions, or (xiv) any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

9. Termination. This Contract is an annual contract that shall automatically renew on an annual basis for successive Contract Years for the five (5) year term so long as: (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the Contract pursuant to the terms of this Section. This Contract is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by an authorized official of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.).

10. Assignment. Neither party may assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the other party. If the other party agrees to the assignment, the assigning party shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the assigning party under this Contract. Any attempted assignment by either party in violation of this provision will be void and of no effect.

DRAFT

© 2022 Utility Service Co., Inc.

11. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES.

12. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its banking institution as collateral for any loans or lines of credit.

13. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made, except in a writing signed by the Parties. No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The Parties expressly warrant that the individuals who sign below are authorized to bind them.

14. Excessive Inflation. In the event that the aggregate of the Annual Inflation Rates (defined herein below) established for two (2) consecutive calendar years during the term of this Contract exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of the Contract to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI")*. In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a Contract is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the Contract to address the excessive inflation.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

16. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

SIGNATURE PAGE TO FOLLOW

DRAFT

© 2022 Utility Service Co., Inc.

This Contract is executed and effective as of the date ("the Effective Date") that the last Party signs this Contract below.

OWNER:

City of Starkville

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

DRAFT

© 2022 Utility Service Co., Inc.

EXHIBIT A

Northstar Industrial Composite Tank

Annual Fee Schedule

Year	1	2	3	4	5
Annual Fee	$ 3,773	$ 2,071	$ 2,144	$ 3,928	$ 2,299

Year	6	7	8	9	10
Annual Fee	$ 2,380	$ 4,360	$ 2,551	$ 2,642	$ 4,839

DRAFT

© 2022 Utility Service Co., Inc.

USG WATER SOLUTIONS

Utility Service Co., Inc.

Contract for Services

DRAFT

Owner: City of Starkville
Starkville, MS

Tank Size/Name: 500,000 Gallon Elevated – Scales Street Tank

Location: 506 Scales Street

Date Prepared: February 2, 2026

535 Gen Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855.526.4413 | Fax: 478.987.2991

CONTRACT FOR SERVICES

This Contract for Services (hereinafter, "the Contract") is entered into by and between the **City of Starkville, whose business address is 101 Lampkin Street, P O Box 927, Starkville, MS 39760** (hereinafter, "the Owner") and Utility Service Co., Inc., whose business address is 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069 (hereinafter, "the Company"). The Owner and the Company shall be individually referred to herein as "a Party" or collectively referred to herein as "the Parties".

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the Parties agree as follows:

1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional services needed to service its **500,000** gallon water storage tank located at **506 Scales Street, Starkville, MS 39759** (hereinafter, "the Tank"). The services (collectively, "the Services") that the Company will provide include the following:

a. The Company will perform a visual inspection of the Tank in Contract Years 1, 3, 4, 6, 7, 9 and 10. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.

b. In Contract Year 2, 5, and 8 after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.

c. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

d. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all responsibility for the installation and use of the pressure relief valves.

e. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

DRAFT

© 2022 Utility Service Co., Inc.

2. Contract Price/Annual Fees. **This is a 10-year term contract.** For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. **See Attached Exhibit A for the Annual Fee Schedule; said Exhibit A is incorporated herein by reference.** All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. Payment Terms. The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the Contract. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this Contract without notice. The late fee will be 1.5% per month.

4. Changes or Delays to Services. **For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank.** In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this Contract.

5. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to service pursuant to the requirements of this Contract based upon its existing structure and components as of the Effective Date (defined hereinafter). ***Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.*** In addition, material changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the service of the Tank, will be just cause for an mutually agreed equitable adjustment of the Annual Fees in this Contract.

6. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the service of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the service of the Tank, will be just cause for an mutually agreed equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

7. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of

© 2022 Utility Service Co., Inc.

the Company for: (i) containment of the Tank at any time during the term of the Contract; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site; (xv) any responsibilities or services except as set forth in Section 1.

8. Force Majeure. If the Company is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of act of God or force majeure such as: (i) fire, (ii) war, (iii) earthquake, (iv) strike, (v) lock-out, (vi) labor dispute, (vii) flood, (viii) public disaster, (ix) pandemic or epidemic event (including COVID-19), (x) interruptions or delays in reasonably available means of transportation, (xi) acts of any government or its agencies or officers, or any order, regulation, or ruling thereof, (xii) equipment or technical malfunctions or failures, (xiii) power failures or interruptions, or (xiv) any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

9. Termination. This Contract is an annual contract that shall automatically renew on an annual basis for successive Contract Years for the five (5) year term so long as: (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the Contract pursuant to the terms of this Section. This Contract is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by an authorized official of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.).

10. Assignment. Neither party may assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the other party. If the other party agrees to the assignment, the assigning party shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the assigning party under this Contract. Any attempted assignment by either party in violation of this provision will be void and of no effect.

DRAFT

© 2022 Utility Service Co., Inc.

11. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES.

12. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its banking institution as collateral for any loans or lines of credit.

13. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made, except in a writing signed by the Parties. No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The Parties expressly warrant that the individuals who sign below are authorized to bind them.

14. Excessive Inflation. In the event that the aggregate of the Annual Inflation Rates (defined herein below) established for two (2) consecutive calendar years during the term of this Contract exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of the Contract to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI").* In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a Contract is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the Contract to address the excessive inflation.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

16. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

SIGNATURE PAGE TO FOLLOW

DRAFT

© 2022 Utility Service Co., Inc.

This Contract is executed and effective as of the date ("the Effective Date") that the last Party signs this Contract below.

OWNER:

City of Starkville

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

DRAFT

© 2022 Utility Service Co., Inc.

EXHIBIT A

Scales Street Tank

Annual Fee Schedule

Year	1	2	3	4	5
Annual Fee	$ 2,000	$ 3,907	$ 2,144	$ 2,220	$ 4,067

Year	6	7	8	9	10
Annual Fee	$ 2,380	$ 2,464	$ 4,514	$ 2,642	$ 2,735

DRAFT

© 2022 Utility Service Co., Inc.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Utilities
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM GARNER COMMUNICATION SERVICES IN THE AMOUNT OF $9,135.00 FOR CISCO SWITCH AND NETWORK MATERIALS FOR THE AMI-GATEKEEPER FIBER DISTRIBUTION NETWORK AT THE SOUTHWEST SUBSTATION.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:
2025/2026 Budget

REQUESTING DEPARTMENT:
Utilities

DIRECTOR'S AUTHORIZATION:
Edward Kemp, Utilities Director

SUMMARY:
This is necessary equipment needed for connecting the metering infrastructure gatekeepers to the fiber network.

We received two quotes:

Quote 1: Garner Communication Services $8,480.00

Quote 2: Industrial Networking Solutions $12,929.25

FOR MORE INFORMATION CONTACT:
Edward Kemp (662)323-3133 ext. 1101

SUGGESTED MOTION:
Move approval to accept the low quote from Garner Communication Services in the amount of $9,135.00 for Cisco switch and network materials for the AMI-Gatekeeper fiber distribution network at the Southwest Substation.

Garner Communication Services

133 Elm Cove
Columbus, MS 39701
Bus: 662.328.8070 Fax: 662.328.3070

Quotation

AMI-Gatekeeper - Fiber Distrubution Network

Date	Page
1/5/2026	1 of 1

Job Details/Scope:

Phase 6 -SW-Sub Cisco Aggregation Switch

Fiber\Labor & Install, includes:

Item#	Qty	Part#	Description		Price	Subtotal
1	4	Re-Entry	Equipment Install\Setup; General Labor		$75.00	$300.00
2	1		Travel		$75.00	$75.00
			Labor\Install Subtotal:	$375.00		

Fiber\Materials, includes:

Item#	Qty	Part#	Description		Price	Subtotal
3	8		Fiber Jumpers		$35.00	$280.00
			Fiber Material Subtotal:	$280.00		

Network\Materials, includes:

Item#	Qty	Part#	Description		Price	Subtotal
4	1	Asset# 3910000755	IE9300 w/16x 1GE Copper PoE, 8x1GE SFP, 4x 10Gig SFP, Fixed system,Network Essential		$6,800.00	$6,800.00
5	8		Cisco GLC-BX-U Compatible 1000Base-BX SFP Transceiver Pair -(SMF, 1310nm/1490nm, 10km, LC, DOM, -40 to 85C)		$210.00	$1,680.00
			Network Material Subtotal:	$8,480.00		

Authorized signature: _____ Date:_____

Note: Labor will be completed with the current 2025/2026 PSA with the City of Starkville.

TOTAL	$9,135.00

Terms & Conditions:

Quote is valid for 30 days. Payment terms are NET due upon completion.

Industrial Networking Solutions
3321 Essex Dr, Richardson, TX 75082
Phone: 972-248-7466 **Fax:** 972-248-9533
www.industrialnetworking.com

Quote

Date	Quote #
5/18/2026	INS-254174

To:	*Phone#:*
Starkville Utilities: Colby Mcclain	**(662) 323-3133 ext. 1142**

E-mail:
cmcclain@starkvilleutilities.com

Terms	Ship Via	Valid Until	Sales Rep
Net 30		**6/17/2026**	**Industrial Solutions**

Project Name / Number	Sales Support Rep
	Hernandez, Sarely Z

Line	Model / Part#	Qty.	Description	Lead Time	Price/ea.	Extended
1	IE-9310-16P8S4X-E	1	Cisco Catalyst IE-9300 Series Industrial Ethernet Switch, 16 x Ports 10/100/1000 PoE+ and 8 x 100/1000 SFP Ports (downlinks), 4 × 1 Gigabit/10 Gigabit SFP+ Ports (uplink), Network Essentials License, 19″ Rackmount, -40 to 75 deg. C, Power Supply (Sold Separately).		10,873.08	10,873.08
2	PWR-RGD-AC-DC-H	1	Cisco PWR-RGD-AC-DC-H High Voltage AC or DC Power Source for Hazardous Locations 1, 2 for IE-9300/IE-5000/IE-4010 Series Switch, 150W, 85-264VAC or 88-300VDC Nominal Input. (Must be Purchased with IE-9300/IE-5000/IE-4010 Switch, For an Individual Spare Power Supply see Part# PWR-RGD-AC-DC-H=).		856.17	856.17
3	INS Part#	8	GLC-BX-U-I-AX		150.00	1,200.00

Cisco ICPA (Indirect Channel Partner Agreement) Required

To purchase and resell Cisco products, your company must be an authorized Cisco partner. Please contact your salesperson to begin this process. Our Cisco Partner Onboarding team will guide you through the process of becoming an authorized Cisco partner.

The item(s) quoted are special-order, therefore non-cancelable & non-returnable.

Subtotal	12,929.25
Tax	905.05
Total	$13,834.30

Pricing is in US Dollars. Non-freight collect shipping charges will be prepaid and added to the invoice. Pre-pay and add freight charges quoted are only an estimate and are subject to change at the time of invoice based on actual carrier charges. Shipping terms are FOB Origin. Sales tax is calculated for shipments to all states with the exception of RI and VT. Customers located in RI and VT are responsible for direct payment of all sales/use taxes that may be applicable in their state. Purchaser acknowledges that the items contained in this shipment may be controlled by the U.S. Government and authorized for export only to the country of shipment for use by the purchaser. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than purchaser, either in their original form or after being incorporated into other items, without first obtaining any approvals required under U.S. law and regulations. By accepting this order, purchaser confirms that it will not resell, transfer, or otherwise dispose of the items contained herein in any manner that foreseeably would cause [INS] to be in violation of applicable export control or sanctions laws or regulations.

Returns, if authorized, must occur within 90 days of purchase. A Return Authorization (RMA #) must be provided by INS prior to returning materials. A minimum 20% restocking fee will be applied for all returns (subject to inspection). Materials that are damaged or not in original packaging will not be accepted. Cancelled orders are subject to a minimum 20% cancellation fee.

Please review our product support policy at: https://www.industrialnetworking.com/customer-service/

If Net 30 terms have been selected by the customer as the preferred method of payment, but payment is instead made using a credit card, a 4% processing fee will be applied. If any balance of the invoice remains unpaid after the Due Date, late fees of 2% per month may be added to the balance of the invoice, without additional notice to the customer, until such late balance is paid.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Utilities
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF $28,850.00 FOR A NEW 10” CHECK VALVE AT MONTGOMERY WELL.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

2025/2026 Budget

REQUESTING DEPARTMENT:
Utilities

DIRECTOR'S AUTHORIZATION:
Edward Kemp, Utilities Director

SUMMARY:
This is to replace a check valve that is no longer functioning and is causing operational issues for our water treatment operators.

We received three quotes:

Quote 1: Bill Young $28,850.00

Quote 2: Luckett Pump & Well Service, Inc. $37,370.47

Quote 3: Vaughan Water Works $37,177.50

FOR MORE INFORMATION CONTACT:
Edward Kemp (662)323-3133 ext. 1101

SUGGESTED MOTION:
Move approval to accept the low quote from Bill Young in the amount of $28,850.00 for a new 10” check valve at Montgomery Well.

BILL YOUNG

662-871-9632
canthavenothing7@yahoo.com
634 Hwy 41N Okolona MS 38860

Bill Young

ESTIMATE

FOR: City Of Starkville
jmiles@starkvilleutilies.com

NUMBER: EST0047
DATE: Apr 21, 2026

Description	Quantity	Unit price	Amount
Watts 10"LFM 118-4 Check Control Valve	1	$28,850.00	$28,850.00

SUBTOTAL: $28,850.00

TOTAL $28,850.00

Comments
labor mileage and all material to install new 10" Watts check valve at Montgomery Well

Luckett Pump & Well Service, Inc.

1420 Emerald Road (Dublin)
Tutwiler, MS 38963-5213
(662)624-2398
luckettpump@gmail.com * www.luckettpump@gmail.com

Estimate

Date	5/4/2026
Estimate No.	8274

Name/Address	Ship To
City of Starkville Utilities POB 927 605 Dr. MLK Jr. Drive E Starkville, MS 39760	

Qty	Item	Description	Rate	Total
1	nonstock item	Montgomery Well Material and labor to install new 10" Watts 118-4 check control valve.	37,370.47	37,370.47

Quoted By:		P.O. No.:	

Subtotal	$37,370.47
Sales Tax (0.0%)	$0.00
Total	**$37,370.47**

Notes:
1.) A 5% credit card fee will be billed when using credit card.
2.) Some of the parts included in this estimate are special order, non-returnable items and can't be cancelled.
3.) Once an order is placed for non-special order items, a 50% restocking fee applies if the order is cancelled.
4.) Past due invoices are subject to a 1.75% service charge.

If you would like to proceed with the estimate, please complete the following information and email back to Luckett Pump.

PO#:_____ Signature:_____ Date: _____

Estimate

labor mileage and all materials to install new 10 inch Watts check valve at Montgomery Rd.

From

Vaughan Water Works
255 County Road 141
Okolona, MS, 38860
United States

To

Starkville Utilities
United States

Estimate No.
EST-5

Date
Apr 28 2026

Estimate Valid Till
Jul 27 2026

Description	Quantity	Rate	Amount
watts 10" LFM 118-4 check control valve	1	37177.50	USD 37177.50
	Sub Total		37,177.50
	Total		**USD 37,177.50**

Email: vaughanwaterworks@gmail.com

Powered by invoicely

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Utilities
AGENDA DATE: June 2, 2026

SUBJECT:
REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF $33,375.00 FOR REPLACEMENT OF TWO 4" CONTROL VALVES AT MONTGOMERY WELL.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:
2025/2026 Budget

REQUESTING DEPARTMENT:
Utilities

DIRECTOR'S AUTHORIZATION:
Edward Kemp, Utilities Director

SUMMARY:
This is to replace two control valves that are no longer functioning and is causing operational issues for our water treatment operators.

We received three quotes:

Quote 1: Bill Young $33,375.00

Quote 2: Vaughan Water Works $38,381.25

Quote 3: Luckett Pump & Well Service, Inc. $43,231.86

FOR MORE INFORMATION CONTACT:
Edward Kemp (662)323-3133 ext. 1101

SUGGESTED MOTION:
Move approval to accept the low quote from Bill Young in the amount of $33,375.00 for replacement of two 4" control valves at Montgomery Well.

BILL YOUNG

662-871-9632
canthavenothing7@yahoo.com
634 Hwy 41N Okolona MS 38860

Bill Young

ESTIMATE

FOR: **City Of Starkville**
jmiles@starkvilleutilies.com

NUMBER: EST0049
DATE: Apr 21, 2026

Description	Quantity	Unit price	Amount
Watts 4"LFM 116-52 Surge anticipator control valve	1	$15,750.00	$15,750.00
Watts 4" LFM 513-26 Deep well pump control valve	1	$17,625.00	$17,625.00

SUBTOTAL: **$33,375.00**

TOTAL **$33,375.00**

Comments
all labor mileage and material to replace pump control valves at Montgomery Well

Estimate

labor, mileage, and material to replace pump control valves at Montgomery Well

From

Vaughan Water Works
255 County Road 141
Okolona, MS, 38860
United States

To

Starkville Utilities
United States

Estimate No.
EST-7

Date
Apr 28 2026

Estimate Valid Till
Jul 27 2026

Description	Quantity	Rate	Amount
watts 4"LFM 116-52 surge anticipator control valve	1	18112.50	USD 18112.50
watts 4" LFM 513-26 deep well pump control valve	1	20268.75	USD 20268.75
	Sub Total		38,381.25
	Total		**USD 38,381.25**

Email: vaughanwaterworks@gmail.com

Powered by invoicely

Luckett Pump & Well Service, Inc.

1420 Emerald Road (Dublin)
Tutwiler, MS 38963-5213
(662)624-2398
luckettpump@gmail.com * www.luckettpump@gmail.com

Estimate

Date	5/4/2026
Estimate No.	8272

Name/Address	Ship To
City of Starkville Utilities POB 927 605 Dr. MLK Jr. Drive E Starkville, MS 39760	

Qty	Item	Description	Rate	Total
1	Material and lab...	Montgomery Well Material and labor to replace one Watts 116-52 4" LFM Surge anticipator control Valve and one Watts 513-26 4" deep well pump control valve	43,231.86	43,231.86

Quoted By:	ABT per SDL	P.O. No.:	

Subtotal	$43,231.86
Sales Tax (0.0%)	$0.00
Total	**$43,231.86**

Notes:
1.) A 5% credit card fee will be billed when using credit card.
2.) Some of the parts included in this estimate are special order, non-returnable items and can't be cancelled.
3.) Once an order is placed for non-special order items, a 50% restocking fee applies if the order is cancelled.
4.) Past due invoices are subject to a 1.75% service charge.

If you would like to proceed with the estimate, please complete the following information and email back to Luckett Pump.

PO#:_____ **Signature:**_____ **Date:** _____

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Utilities
AGENDA DATE: June 2, 2026

SUBJECT:
CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 FOR THE BLUEFIELD WATER TREATMENT PLANT PROJECT.

AUTHORIZATION HISTORY:

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT:
Utilities

DIRECTOR'S AUTHORIZATION:
Edward Kemp, Utilities Director

SUMMARY:
The original contract for this project includes a line item for replacing the existing roof on the treatment plant building with similar asphalt shingle material. After the bids were approved, it was instead determined to replace with a metal roof to extend the expected life of the new roof. The amount proposed by the Contractor for this change was higher than separate quotes received for the same work. This change order removes the roof replacement line item from this contract so it can be completed under a separate PO. Once all quotes for the roof replacement have been received and tabulated, the results will be brought to the Board for approval.
This change order also includes a time extension of 65 days to account for longer lead times for electrical and mechanical equipment specified to be installed with this project.

FOR MORE INFORMATION CONTACT:
Edward Kemp (662)323-3133 ext. 1101

SUGGESTED MOTION:
Move approval of Change Order #1 for the Bluefield Water Treatment Plant Project.

CHANGE ORDER NO.: 1

Owner: **City of Starkville, MS**
Engineer: **Neel-Schaffer, Inc**.
Contractor: **Hemphill Construction Co.**
Project: **Bluefield Water Treatment Plant Rehabilitation**
Contract Name:
Date Issued:

Owner's Project No.: **250002**
Engineer's Project No.: **19124.000**
Contractor's Project No.: **H25163**
Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Remove roof replacement (Bid Item No. 5) from Contractor's scope. Increase in contract time allowed due to excessive lead times for mechanical equipment.

Attachments:

Hemphill letter requesting time extension

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 1,220,550.00	Original Contract Times: Substantial Completion: November 27, 2026 Ready for final payment: December 27, 2026
[Increase] [Decrease] from previously approved Change Orders No. __ to No. __ : $ NA	**[Increase] [Decrease]** from previously approved Change Orders No. __ to No. __ : Substantial Completion: NA Ready for final payment: NA
Contract Price prior to this Change Order: $ 1,220,550.00	Contract Times prior to this Change Order: Substantial Completion: November 27, 2026 Ready for final payment: December 27, 2026
[~~Increase~~] [Decrease] this Change Order: $ 38,000.00	**[Increase] [~~Decrease~~]** this Change Order: Substantial Completion: 65 days Ready for final payment: 65 days
Contract Price incorporating this Change Order: $ 1,182,550.00	Contract Times with all approved Change Orders: Substantial Completion: January 31, 2027 Ready for final payment: March 2, 2027

Recommended by Engineer (if required)		Accepted by Contractor	
By:		By:	
Title:	Engineer Manager	Title:	
Date:	5/21/26	Date:	
Authorized by Owner		**Approved by Funding Agency (if applicable)**	
By:		By:	
Title:		Title:	
Date:		Date:	

This document is a MODIFIED version of EJCDC® C-941, Change Order. Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers and is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to copyright.