



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

AGENDA ITEM: MINUTES
AGENDA DATE: 3-21-23
PAGE: 1 of 129

SUBJECT: Request approval of the minutes of the March 7, 2023 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the March 7, 2023 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
March 7, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on March 7, 2023 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskinson Latimer and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda.

Alderman Carver asked the Mayor and Joel Clements to give an overview of the new technology the City will soon offer to the public in mass communications and the interactive online map. A more detail presentation can be found on the City website as presented at the March 3, 2023 work session.

There being no changes, 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 Rupp offered a motion, duly seconded by Alderman Carver, to approve the March 7, 2023 Official Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, MARCH 7, 2023
5:30 P.M., 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**

**CONSIDERATION OF THE MINUTES OF THE FEBRUARY 7, 2023 REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 17, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 21, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

FRANK NICHOLS REPRESENTING THE STARKVEGAS JUNETEENTH COMMITTEE FOR UNITY

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION OF VA 23-01: A REQUEST FOR A VARIANCE FROM SETBACK REQUIREMENTS OF AN ACCESSORY STRUCTURE AT 109 OAK RIDGE IN A SD-2 ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 725 S. JACKSON ST., STARKVILLE, MS 39759, WITH PARCEL NUMBER 102H-00-151.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 202 MCKINLEY ST., STARKVILLE, MS 39759, WITH PARCEL NUMBER 102B-00-026.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 203 MCKINLEY ST., STARKVILLE, MS 39759 WITH PARCEL NUMBER 102B-00-037.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 212 W GILLESPIE ST., STARKVILLE, MS 39759 WITH PARCEL NUMBER 102B-00-319.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF A RESOLUTION SUPPORTING OKTIBBEHA COUNTY IN THE SUBMISSION OF A COMMUNITY PROJECT FUNDING APPROPRIATION GRANT FROM CONGRESSMAN GUEST FOR THE REPLACEMENT AND UPGRADE OF THE WATER INFRASTRUCTURE OF THE FORMER BLUEFIELD WATER ASSOCIATION.

B. CONSIDERATION OF A RESOLUTION SUPPORTING THE SUBMISSION OF A COMMUNITY PROJECT FUNDING APPROPRIATION STAG GRANT FROM CONGRESSMAN GUEST FOR THE INSTALLATION OF SEWER INFRASTRUCTURE IN THE NEWLY ANNEXED AREAS CURRENTLY LACKING SERVICE AND OUTSIDE THE EAST OKTIBBEHA SEWER ASSOCIATION FOOTPRINT.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF ACCEPTING THE LOWEST QUOTE FROM BAKERS READY MIX & CONSTRUCTION FOR WIDENING BOTH OF THE TARMAC FBO ENTRANCES IN THE AMOUNT OF \$17,620.00.
2. REQUEST APPROVAL OF RENEWAL OF THE LEASE AGREEMENT BETWEEN THE CITY OF STARKVILLE, MS AND CIRCLE S AVIATION, LLC AT 320 AIRPORT ROAD.
3. REQUEST ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$4.5 MILLION FROM THE FAA AIRPORT TERMINAL GRANT PROGRAM WITH A LOCAL MATCH OF UP TO 5%, PENDING RECEIPT AND REVIEW OF FINAL DOCUMENTS.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 23-02: REQUEST FOR FINAL PLAT APPROVAL FOR “LOTS 330 & 331 GREENBRIAR SUBDIVISION” AT 800 AND 802 GREENBRIAR STREET IN AN SD-2 ZONING DISTRICT WITH PARCEL NUMBERS 106C-00-081.00 AND 106C-00-082.00.
2. CONSIDERATION OF THE AWARD TO THE SOLE PROPOSAL, JACKSON STATE UNIVERSITY MARGARET WALKER CENTER, IN THE AMOUNT OF \$10,000.00 FOR THE CREATION OF A STARKVILLE HISTORIC CIVIL RIGHTS SITES BROCHURE AS PART OF THE MS DEPARTMENT OF ARCHIVES AND HISTORY GRANT PROGRAM.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 27, 2023 FOR FISCAL YEAR ENDING 9/30/23, 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 APPROVAL TO RENEW THE MECHANICAL HVAC SERVICE AGREEMENTS WITH BRISLIN, INC. FOR THE POLICE DEPARTMENT AND CITY HALL HVAC SYSTEMS FOR INSPECTIONS AND MAINTENANCE OF EQUIPMENT.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT AN ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$155,000 TO BE USED FOR THE PURCHASE OF 50 SETS OF TURN-OUT GEAR WITH A 15% MATCH.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE STEVENSON TUTTON AS A SANITATION WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE SCOTT GRICE AS A PRINCIPAL SYSTEMS ADMINISTRATOR IN THE INFORMATION TECHNOLOGY DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE SHANNA CUNNINGHAM AS AN ADMINISTRATIVE ASSISTANT IN THE STARKVILLE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE COLTON BIRMINGHAM AS A STARKVILLE POLICE OFFICER.
5. REQUEST AUTHORIZATION TO HIRE JOHN ARNOLD AND JAMES PUMPHREY AS ENTRY LEVEL FIREFIGHTERS.
6. REQUEST APPROVAL OF THE PROMOTION OF JEREMY WEAVER TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE JOHN SCOTT AS THE ASSISTANT MANAGER IN STARKVILLE UTILITIES.
8. REQUEST AUTHORIZATION TO HIRE NOAH JONES AS APPRENTICE LINEMAN 1 IN STARKVILLE UTILITIES.
9. REQUEST AUTHORIZATION TO HIRE CHARLES JORDAN AS A WATER DISTRIBUTION SUPERVISOR IN STARKVILLE UTILITIES.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF PURCHASE OF A MASS TEXTING AND COMMUNICATION SYSTEM FROM CIVICPLUS, THE EXISTING WEB PLATFORM, FOR A COST OF \$8,024.74 FOR THE FIRST YEAR, AND \$11,234.64 EACH YEAR GOING FORWARD.

I. PARKS

1. CONSIDERATION OF APPROVAL OF CHANGE ORDER #10 WITH T & M STEEL – PHASE 3 CONTRACT, ADDING \$25,000.00 FOR THE PEDESTAL DESIGN AND CONSTRUCTION OF THE COOL PAPA BELL SCULPTURE FOR CORNERSTONE SPORTS COMPLEX.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO ENTER INTO A MEMORANDUM OF UNDERSTANDING REGARDING AUTOMATED LICENSE PLATE READERS (ALPR), BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION, ACTING THROUGH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION, AND THE CITY OF STARKVILLE.
- b. REQUEST AUTHORIZATION TO DECLARE A 2010 HYUNDAI GENESIS VIN#5089 AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVDEALS.COM.
- c. REQUEST APPROVAL FOR CPL. CHRIS JACKSON TO ATTEND THE IACIS (INTERNATIONAL ASSOCIATION OF COMPUTER INVESTIGATIVE SPECIALISTS) BASIC COMPUTER FORENSICS EXAMINER COURSE TO BE HELD IN ORLANDO, FLORIDA APRIL 24TH THROUGH MAY 5TH, 2023, AT A COST NOT TO EXCEED \$6,500.00 TO BE REIMBURSED BY THE ATTORNEY GENERALS OFFICE WHEN THE COURSE IS SUCCESSFULLY COMPLETED.

2. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 617 W. MAIN ST. STARKVILLE, MS 39759 WITH PARCEL NUMBER 118O-00-274.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 109 ROOSEVELT TAYLOR SR. ST. STARKVILLE, MS 39759 PREVIOUSLY KNOWN AS 109 BEATTIE ST. STARKVILLE, MS 39759 WITH PARCEL NUMBER 118O-00-250.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE SOLE SOURCE QUOTE FROM ANIXTER, THE ONLY PROVIDER OF HONEYWELL NEXTGEN GATEKEEPERS IN THE SOUTHERN REGION, FOR GATEKEEPERS IN THE AMOUNT OF \$118,090.00.
2. REQUEST AUTHORIZATION TO APPROVE SOLE SOURCE QUOTE FROM ANIXTER, THE ONLY PROVIDER OF HONEYWELL NEXTGEN GATEKEEPERS IN THE SOUTHERN REGION, IN THE AMOUNT OF \$28,604.16 FOR ELECTRIC METERS.
3. REQUEST AUTHORIZATION TO APPROVE CONTRACT WITH NARRATIVE 12 FOR COMMUNICATIONS SUPPORT IN THE AMOUNT OF \$4,500.00 MONTHLY.
4. REQUEST AUTHORIZATION TO APPROVE A REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR SUBSTATION MAINTENANCE AND TESTING SERVICES.

5. REQUEST AUTHORIZATION TO APPROVE LOWEST QUOTE FROM BILL RUSSELL FORD ON A FORD F-150 IN THE AMOUNT OF \$49,369.00.
6. REQUEST AUTHORIZATION TO APPROVE LOWEST QUOTE FROM WREN BODY WORKS FOR THE BED ASSEMBLY AND INSTALLATION FOR THE SERVICE TRUCK FOR WASTEWATER IN THE AMOUNT OF \$32,760.33.
7. CONSIDERATION OF ACCEPTING THE LOW BASE BID OF \$2,461,000.00 FOR THE MAIN STREET WATER AND SEWER IMPROVEMENTS PROJECT FROM DNA UNDERGROUND.
8. REQUEST AUTHORIZATION TO APPROVE THE LOWEST QUOTE PURCHASE OF SURGE ARRESTORS FROM ANIXTER IN THE AMOUNT OF \$16,550.73.
9. REQUEST AUTHORIZATION TO APPROVE LOWEST QUOTE ON ELEVATOR REPAIR AT STARKVILLE UTILITIES FROM KONE CARE ELEVATOR IN THE AMOUNT OF \$14,685.00.
10. REQUEST AUTHORIZATION TO APPROVE THE QUOTE FROM S&N AIROFLO FOR EMERGENCY RENTAL OF TWO TEMPORARY AERATORS FOR THE WASTE WATER TREATMENT PLANT IN THE AMOUNT OF \$10,107.00 AS PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY INCIDENT TO GIVING OPPORTUNITY FOR COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL MARCH 21, 2023 @ 5:30 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 – 39:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 7, 2023 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the February 7, 2023 regular meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 17, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the February 17, 2023 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 21, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the February 21, 2023 recess meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF A RESOLUTION SUPPORTING OKTIBBEHA COUNTY IN THE SUBMISSION OF A COMMUNITY PROJECT FUNDING APPROPRIATION GRANT FROM CONGRESSMAN GUEST FOR THE REPLACEMENT AND UPGRADE OF THE WATER INFRASTRUCTURE OF THE FORMER BLUEFIELD WATER ASSOCIATION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution supporting Oktibbeha County in the submission of a Community Project Funding appropriation grant from Congressman Guest for the replacement and upgrade of the water infrastructure of the former Bluefield Water Association” is enumerated, this consent item is thereby approved. The Resolution follows this page.

6. CONSIDERATION OF A RESOLUTION SUPPORTING THE SUBMISSION OF A COMMUNITY PROJECT FUNDING APPROPRIATION STAG GRANT FROM CONGRESSMAN GUEST FOR THE INSTALLATION OF SEWER INFRASTRUCTURE IN THE NEWLY ANNEXED AREAS CURRENTLY LACKING SERVICE AND OUTSIDE THE EAST OKTIBBEHA SEWER ASSOCIATION FOOTPRINT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution supporting the submission of a Community Project Funding appropriation STAG grant from Congressman Guest for the installation of sewer infrastructure in the newly annexed areas currently lacking service and outside the East Oktibbeha Sewer Association footprint” is enumerated, this consent item is thereby approved. The Resolution follows the Resolution for upgrade of water infrastructure in item 5.

7. CONSIDERATION OF ACCEPTING THE LOWEST QUOTE FROM BAKERS READY MIX & CONSTRUCTION FOR WIDENING BOTH OF THE TARMAC FBO ENTRANCES IN THE AMOUNT OF \$17,620.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of accepting the lowest quote from Bakers Ready Mix & Construction for widening both of the tarmac FBO entrances in an amount not to exceed \$17,620.00 at George M. Bryan Field” is enumerated, this consent item is thereby approved.

Quotes received: Bakers Ready Mix & Construction - \$17,620.00, Roby Concrete - \$20,300.00 and Groundstone - \$23,180.00.

**RESOLUTION TO SUPPORT THE JOINT OKTIBBEHA COUNTY AND CITY OF
STARKVILLE INFRASTRUCTURE REPLACEMENT PLAN OF THE OLD WEST
POINT ROAD AND BLUEFIELD WATER LINE INFRASTRUCTURE**

WHEREAS, the Board of Aldermen of the City of Starkville, Mississippi (the “Board”), acting for and on behalf of the residents and citizens of Starkville and the customers of the Starkville Utilities Department do hereby find and determine as follows:

1. The City of Starkville, the county seat of Oktibbeha County, accepted at the request of the Old West Point Road Water Association the infrastructure of that entity in 2008 and likewise, accepted the infrastructure of the Bluefield Water Association in 2011. The infrastructure of the associations lay adjacent to the existing services of the City of Starkville both within and without the city limits of Starkville.
2. Availability of clean and abundant water is vital to the growth and service to the rural areas within the Starkville Utilities service area. The development and growth of the areas that were served by those water associations and are now being served by the City of Starkville have seen growth and demand increase in the subsequent years.
3. The Community Project Funding grant request will aid in allowing these projects to move forward and will address issues of aging and undersized lines in immediate need. This infrastructure that has outlived its lifespan has created issues of low pressure, no pressure and brown water in subsequent years since becoming a part of the Starkville service area.
4. The City of Starkville is joining with Oktibbeha County to share the cost of the work demonstrating the significance of this as a project that benefits the constituents of Oktibbeha County and the residents of the City of Starkville and customers of Starkville Utilities. This joint effort speaks to the importance of the project for the existing and future residents of Oktibbeha County and the City of Starkville.
5. The City of Starkville is committed with Oktibbeha County to improving the infrastructure that serves our community in a proactive manner before further failures compromise the service to the city and county residents.
6. The City of Starkville joins with Oktibbeha County to request that Congressman Guest in his official capacity consider submitting this joint application for the Community Project Funding Grant for fiscal year 2024.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Aldermen of the City of Starkville do find that:

**THE APPLICATION FOR A COMMUNITY PROJECT FUNDING GRANT REQUEST
FROM THE U.S. HOUSE OF REPRESENTATIVES IS THE PRUDENT AND
RESPONSIBLE APPROACH TO PROVIDE FOR THE RESIDENTS AND CUSTOMERS OF**

THE STARKVILLE UTILITIES DEPARTMENT AND THAT SUCH AN APPLICATION IS IN LINE WITH THE INTENT OF THE LEGISLATION.

Following discussion, Alderman Jeffrey Rupp moved and Alderman Ben Carver seconded the motion to adopt the foregoing resolution, and being put to a vote, the Board of Aldermen voted in favor of the foregoing resolution as follows:

Ward 1	Ben Carver	_____
Ward 2	Sandra Sistrunk	_____
Ward 3	Jeffrey Rupp	_____
Ward 4	Mike Brooks	_____
Ward 5	Hamp Beatty	_____
Ward 6, Vice Mayor	Roy A'. Perkins	_____
Ward 7	Henry S. Vaughn	_____

This the 7th day of March, 2023

D. Lynn Spruill, Mayor

Attest

Lesa Hardin, City Clerk



WATER & SEWER DIVISION
200 N LAFAYETTE STREET
STARKVILLE, MISSISSIPPI 39759
(662) 323-3133

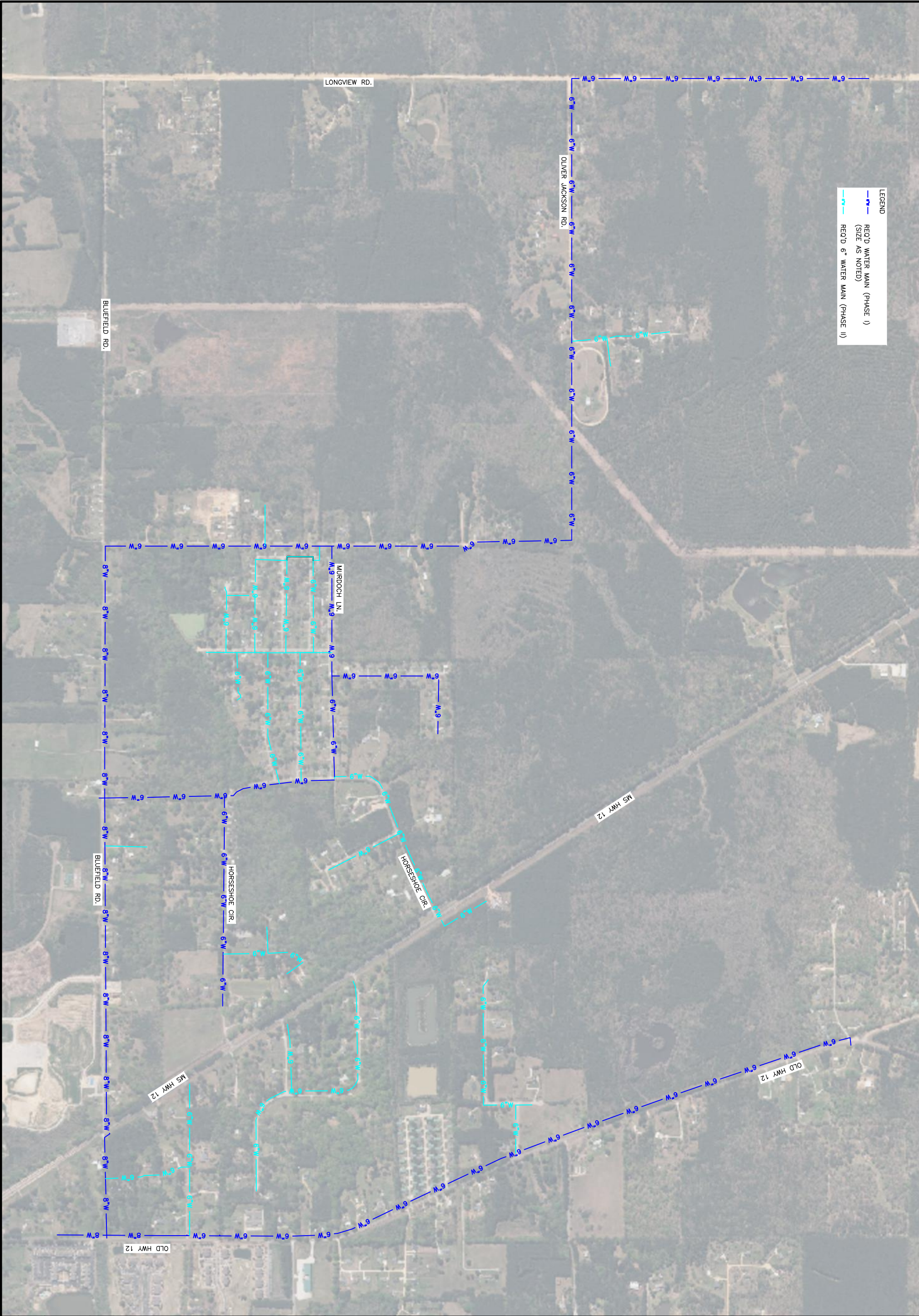
Preliminary Estimation of Probable Construction Cost

Bluefield Area Water Main Replacement Phase I

2/23/2023

Description	Unit	Quantity	Unit Cost	Line Cost
6" TAPPING VALVE AND SLEEVE	EA	3	\$2,420.00	\$7,260.00
8" TAPPING VALVE AND SLEEVE	EA	2	\$3,000.00	\$6,000.00
6" x 6" TEE	EA	12	\$1,100.00	\$13,200.00
8" x 6" TEE	EA	4	\$1,500.00	\$6,000.00
6" GATE VALVE W/ BOX	EA	46	\$2,400.00	\$110,400.00
8" GATE VALVE W/ BOX	EA	14	\$3,100.00	\$43,400.00
6" C900 PVC LAID	LF	32,030	\$60.00	\$1,921,800.00
8" C900 PVC LAID	LF	9,570	\$80.00	\$765,600.00
CRUSHED STONE	TON	9,360	\$49.50	\$463,320.00
3-WAY HYDRANT ASSEMBLY	EA	3	\$3,850.00	\$11,550.00
3/4" SERVICE CONNECTIONS	EA	200	\$990.00	\$198,000.00

SUB TOTAL	\$3,546,530.00
CONTINGENCY (10%)	\$354,653.00
ENGR & SURVEY (18%)	\$638,375.40
TOTAL ESTIMATED COST	\$4,539,558.40



LEGEND

- REC'D WATER MAIN (PHASE I)
(SIZE AS NOTED)
- REC'D 6" WATER MAIN (PHASE II)

**RESOLUTION TO APPLY FOR COMMUNITY PROJECT FUNDING THROUGH THE
EPA STAG INTERIOR SUBCOMMITTEE GRANT TO SUPPORT THE
INSTALLATION OF SEWER INFRASTRUCTURE IN THE RECENTLY ANNEXED
TERRITORY IN THE CITY OF STARKVILLE**

WHEREAS, the Board of Aldermen of the City of Starkville, Mississippi (the “Board”), acting for and on behalf of the residents and citizens of Starkville and the future customers of the Starkville Utilities Department do hereby find and determine as follows:

1. The City of Starkville, the county seat of Oktibbeha County, sought and was approved in April, 2022, for the annexation of approximately 2.3 square miles to the east and north.
2. The area annexed is largely served for utilities through separate water, electric and sewer associations and franchises but there are existing areas that do not currently have sewer service. Such areas are not designated for service by the adjacent East Oktibbeha Sewer Association and are in need of access to reliable and managed wastewater service.
3. The desire and the obligation of the City of Starkville is to provide high quality sewer service to those new residents who are in the recently annexed area commensurate with the service provided in the majority of the existing city limits. The ability to do so timely is aided by the receipt of a STAG grant.
4. The focus of the Community Project Funding STAG grant is to improve and support basic infrastructure improvements under Title VI of the Clean Water Act, 33 U.S.C. 1381 et seq. to underserved areas and to rural areas that are desirous of improving the quality of life and achieving basic services not currently offered or are inadequately provided. This sewer project appropriately addresses those federal and state concerns.
5. The soil in areas of the City of Starkville and Oktibbeha County are such that septic systems are quickly compromised and are not a long term and cost effective solutions. A sewer system managed through a public entity best serves the newly incorporated areas that have no promise of sewer from any other existing association.
6. The City of Starkville has funded upgrades to our wastewater treatment plant to address sustainability and long-term solutions for adequately and aggressively serving our customers. That by-product of biosolids is an example of the focus we have put on proper handling of effluent. These new residents will be served by with that end product of best practices management for customers.
7. The use of the STAG grant will be a direct and immediate benefit to the residents and will be a responsible use of the funds from taxpayers’ dollars as it will affect directly those who pay into the system with a return on that investment through tangible, impactful and daily results of such an investment.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Aldermen of the City of Starkville do find that:

THE APPLICATION FOR A COMMUNITY PROJECT FUNDING GRANT REQUEST FROM THE U.S. HOUSE OF REPRESENTATIVES IS THE PRUDENT AND MOST RESPONSIBLE APPROACH TO PROVIDE SEWER SERVICE FOR THE RESIDENTS AND CUSTOMERS OF THE STARKVILLE UTILITIES DEPARTMENT AND THAT SUCH AN APPLICATION IS IN LINE WITH THE INTENT OF THE CONGRESSIONAL LEGISLATION.

After discussion, Alderman Jeffrey Rupp moved and Alderman Ben Carver seconded the motion to adopt the foregoing resolution, and being put to a vote, the Board of Aldermen voted in favor of the foregoing resolution as follows:

Ward 1	Ben Carver	<u>yea</u>
Ward 2	Sandra Sistrunk	<u>yea</u>
Ward 3	Jeffrey Rupp	<u>yea</u>
Ward 4	Mike Brooks	<u>yea</u>
Ward 5	Hamp Beatty	<u>yea</u>
Ward 6, Vice Mayor	Roy A'. Perkins	<u>yea</u>
Ward 7	Henry S. Vaughn	<u>yea</u>

This the 7th day of March, 2023


D. Lynn Spruill, Mayor

Attest


Lesa Hardin, City Clerk



WATER & SEWER DIVISION
200 N LAFAYETTE STREET
STARKVILLE, MISSISSIPPI 39759
(662) 323-3133

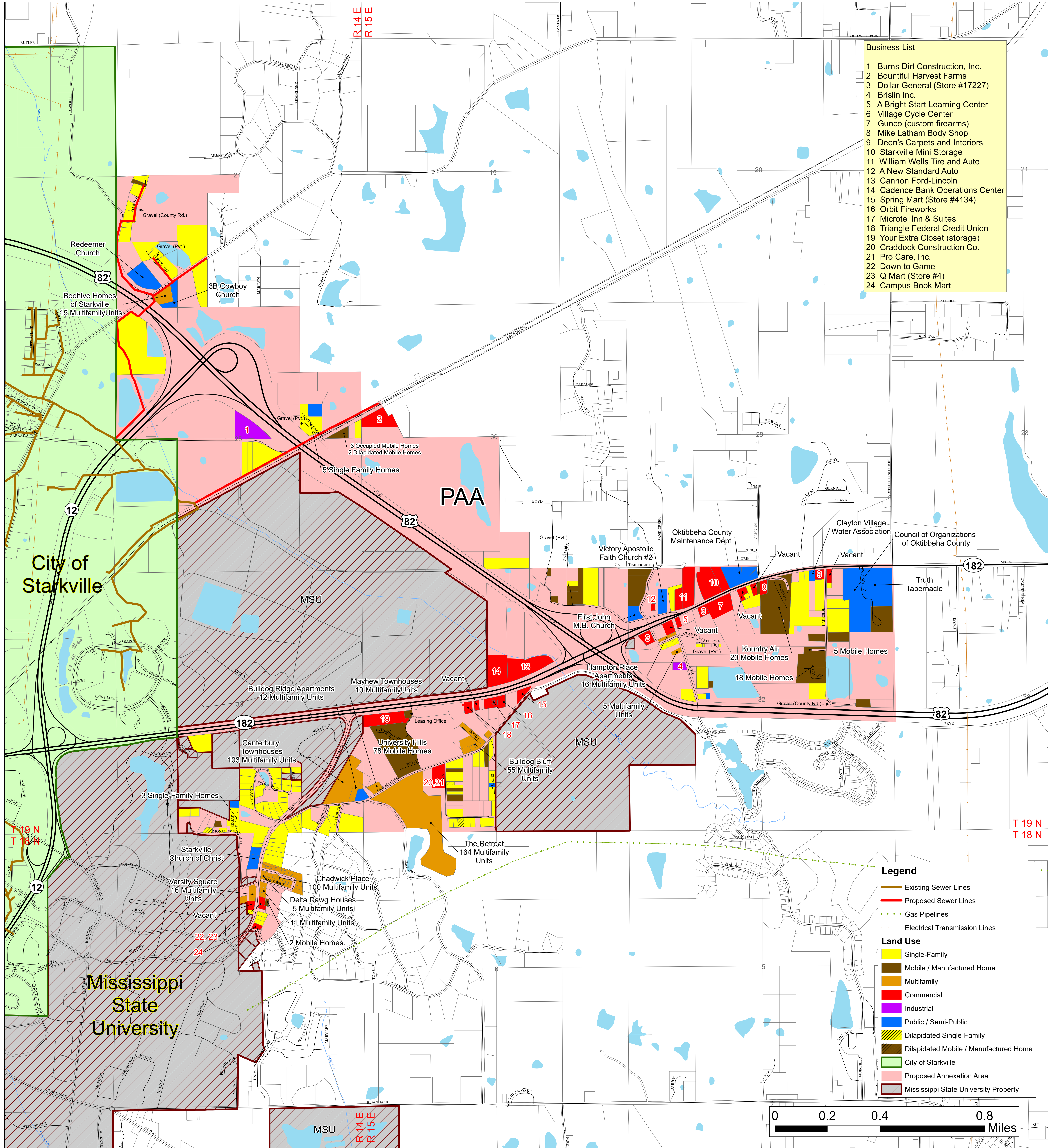
Preliminary Opinion of Probable Construction Cost

Annexation Sewer Extensions

2/23/2023

Description	Unit	Quantity	Unit Cost	Total Cost
8" SEWER MAIN	LF	12,000	\$100.00	\$1,200,000.00
MANHOLE	EA	30	\$7,000.00	\$210,000.00
ROAD BORES	EA	2	\$70,000.00	\$140,000.00

SUB TOTAL	\$1,550,000.00
CONTINGENCY (10%)	\$155,000.00
ENGR & SURVEY	\$387,500.00
TOTAL ESTIMATED COST	\$2,092,500.00



- Business List**
- 1 Burns Dirt Construction, Inc.
 - 2 Bountiful Harvest Farms
 - 3 Dollar General (Store #17227)
 - 4 Brislin Inc.
 - 5 A Bright Start Learning Center
 - 6 Village Cycle Center
 - 7 Gunco (custom firearms)
 - 8 Mike Latham Body Shop
 - 9 Deen's Carpets and Interiors
 - 10 Starkville Mini Storage
 - 11 William Wells Tire and Auto
 - 12 A New Standard Auto
 - 13 Cannon Ford-Lincoln
 - 14 Cadence Bank Operations Center
 - 15 Spring Mart (Store #4134)
 - 16 Orbit Fireworks
 - 17 Microtel Inn & Suites
 - 18 Triangle Federal Credit Union
 - 19 Your Extra Closet (storage)
 - 20 Craddock Construction Co.
 - 21 Pro Care, Inc.
 - 22 Down to Game
 - 23 Q Mart (Store #4)
 - 24 Campus Book Mart

Proposed Sewer Plan Proposed Annexation Area City of Starkville, Mississippi

8. CONSIDERATION OF RENEWAL OF THE LEASE AGREEMENT BETWEEN THE CITY OF STARKVILLE, MS AND CIRCLE S AVIATION, LLC AT 320 AIRPORT ROAD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Renewal of the Lease Agreement between the City of Starkville, MS and Circle S Aviation, LLC at 320 Airport Road on George M. Bryan Field” is enumerated, this consent item is thereby approved. The agreement follows this page.

9. CONSIDERATION OF A GRANT IN THE AMOUNT OF \$4.5 MILLION FROM THE FAA AIRPORT TERMINAL GRANT PROGRAM WITH A LOCAL MATCH OF UP TO 5%, PENDING RECEIPT AND REVIEW OF FINAL DOCUMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept a grant in the amount of \$4.5 million from the FAA Airport Terminal Bipartisan Infrastructure Law (BIL) Airport Funding Grant Program with a local match of up to 5%, pending receipt and review of documents” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF FP 23-02: REQUEST FOR FINAL PLAT APPROVAL FOR “LOTS 330 & 331 GREENBRIAR SUBDIVISION” AT 800 AND 802 GREENBRIAR STREET IN AN SD-2 ZONING DISTRICT WITH PARCEL NUMBERS 106C-00-081.00 AND 106C-00-082.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of FP 23-02: a request for Final Plat approval for “Lots 330 & 331 Greenbriar Subdivision” at 800 and 802 Greenbriar Street in an SD-2 zoning district with parcel numbers 106C-00-081.00 and 106C-00-082.00” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF THE AWARD TO THE SOLE PROPOSAL, JACKSON STATE UNIVERSITY MARGARET WALKER CENTER, IN THE AMOUNT OF \$10,000.00 FOR THE CREATION OF A STARKVILLE HISTORIC CIVIL RIGHTS SITES BROCHURE AS PART OF THE MS DEPARTMENT OF ARCHIVES AND HISTORY GRANT PROGRAM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the award to the sole proposal, Jackson State University Margaret Walker Center, in the amount of \$10,000.00 for the creation of a Starkville Historic Civil Rights Sites Brochure” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF APPROVAL TO RENEW THE MECHANICAL HVAC SERVICE AGREEMENTS WITH BRISLIN, INC. FOR THE POLICE DEPARTMENT AND CITY HALL HVAC SYSTEMS FOR INSPECTIONS AND MAINTENANCE OF EQUIPMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to enter into a revised Mechanical Service Agreements with Brislin, Inc for the Police Department and City Hall for inspections and maintenance of equipment” is enumerated, this consent item is thereby approved. Agreements follow Aviation Lease in Item 8.

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
CIRCLE S AVIATION, LLC**

This Lease Agreement is entered into effective the day and date entered below by and between the **CITY OF STARKVILLE, MISSISSIPPI, "Lessor", and Circle S Aviation, LLC "Lessee"**.

WHEREAS, Lessor owns certain real property, consisting of a parcel more particularly depicted on Exhibit A (the "Leased Premises") located at the Starkville Municipal Airport, 320 Airport Road, Starkville, MS 39759; and

WHEREAS, Lessee desires to use the leased premises for flight training, aircraft maintenance and storing of aircraft; and

WHEREAS, Lessor is willing to lease the real property as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee, upon all of the covenants and conditions contained herein including access thereto, the following portions of the Leased Premises: the hangar area (containing approximately 10,000 square feet), and the office, classroom, workshop, repair room and testing room consisting of approximately 1,456.51 square feet of the northern portion of the first floor, and the parking area designated on Exhibit A, but excluding the entire second floor, and excluding the southern interior area south of the hangar depicted in blue on Exhibit A. The Lessor reserves the right to have access to the southern portion of the building through the west, east and south existing doors. The northern doors, between the south bay and the hangar, are to be secured at all times on both sides of each door.

2. USE OF PREMISES. Lessee may use the Leased Premises for purposes customarily associated with flight training operations, aircraft maintenance and storing of aircraft and which are not excluded by this Lease. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the City of Starkville, Mississippi. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

3. TERM. The term of this lease shall run for **sixty (60) months**, commencing on **May 1, 2023**, **and continuing through April 30, 2028**, unless otherwise terminated as provided herein. Lessee may only terminate the Lease without cause during the last ninety (90) days of the 36-month term upon written notice to the Lessor.

4. RENT. The parties hereto agree that the rent for the Leased Premises during the term of the lease shall be \$1,500.00 per month, with the first payment due on the 1st day of **May, 2023**, and subsequent payments due on the 1st day of each month thereafter for **sixty (60)** months. The \$1,500.00 per month rent shall cover occupancy of the first floor office space and use of the common area and control over the 10,000+/- square foot hangar area with the right to hangar up to five (5) of the Circle S owned aircrafts provided that the area utilized does not exceed fifty percent (50%) of the usable hangar area. Lessee shall then utilize the remaining fifty percent (50%) of the hangar area for rental to outside third parties at a rate of not less than \$125.00 per month and shall remit all proceeds collected for third party rentals on a monthly basis to Lessor as additional rent in addition to the base rent of \$1,500.00 per month. Rent due for the first month shall be pro-rated as necessary. Rent shall be paid to the Starkville Bryan Field Airport, P.O. Box 1424, Starkville, MS 39760. In the event rent is not received within ten (10) business days after due date, Lessee agrees to pay a late charge of 5% of said Rent then due. If Lessee breaches this Lease or vacates the premises prior to expiration of the Lease, Lessor may accelerate the term of this Lease and declare all rents for the remaining term to be immediately due and payable. In addition, if the Lessee should vacate the Leased Premises, for any reason, prior to the expiration of the Lease, Lessee shall be liable to Lessor, in addition to all other damages and remedies arising from Lessee's breach of the lease, for reasonable costs and expenses incurred in attempting to re-rent the Leased Premises.

If the lease term commences mid-month, rent for that month shall be prorated to the first day of the subsequent month.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises. The Lessee shall be responsible for any utility late fees. In the event that a certain

public utility is necessary but not available on the Leased Premises, Lessor shall furnish, at Lessor's cost, said utility and all utilities necessary for the Lessee's use of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for flight training operations, aircraft maintenance and storing of aircraft, subject to the prior written approval of Lessor, which written approval shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner.

All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use as an airport hangar, reasonable wear and tear excepted. Lessor, at its own cost and expense, shall maintain, repair and make replacements of the following: roof, foundation, concrete floors, interior and exterior walls, windows, doors, and all HVAC, electrical, plumbing and other mechanical systems within and exclusively serving the Leased Premises. Lessee will promptly give Lessor written notice of any known defect or need for repairs, after which Lessor will have reasonable opportunity to make repairs or cure the defect.

8. JANITORIAL. Lessee shall be responsible for all janitorial and custodial services and for keeping the interior in a neat, clean and orderly condition and appearance.

9. INSURANCE AND INDEMNITY. Lessee agrees to maintain, and provide proof of said insurance to Lessor, at its own expense, liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars

(\$1,000,000.00) for any claim arising out of any one occurrence. Said insurance shall provide for contractual liability coverage to cover any and all of the obligations assumed herein. Said insurance shall name the City of Starkville as an additional insured and contain a waiver of subrogation in favor of the City of Starkville. Lessee agrees to provide proof of liability insurance to the Airport Director for any and all aircraft based, operated or maintained at Starkville Bryan Field. Lessee agrees to maintain worker's compensation insurance for its employees, as required by law.

Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against any and all claims, liabilities, damages, costs, penalties, fines and expenses, including reasonable attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

10. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises office areas without Lessor's prior written consent, such consent not to be unreasonably withheld. Lessee may lease individual hangar spaces at the same rate as the FBO rates for aircraft per month, not to exceed the term of this lease.

11. NON-DISCRIMINATION. Lessee, for itself, its managers, members, employees, representatives, and successors in interest, as a part of the consideration for this Lease Agreement, does hereby covenant and agree as a covenant running with the land that it will comply with pertinent statutes, executive orders and rules as are promulgated to assure that no persons shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

12. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

13. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserved the right to enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

14. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways, except on the Leased Premises, as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

15. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds, subject to Lessee's right to terminate the lease on thirty (30) days prior written notice if Lessee does not agree to such modifications or changes.

16. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

17. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

18. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

19. WASTE. (a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease and were caused solely by Lessee's actions or omissions, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste generated by Lessee or used, stored or transported for Lessee's benefit. Lessee shall bear the expense of remediating any Waste caused by Lessee's actions or omissions and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

20. DEFAULT. If Lessee should fail to pay rent or is otherwise in default of this lease by violation of any terms or provisions of this Agreement, Lessor shall have the right to evict Lessee and shall have any and all recourse against the Lessee provided by this Lease and by law, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

In the event that Lessor defaults under the terms of this Lease, Lessee shall give Lessor written notice specifying the nature of the default and Lessor shall have thirty (30) days after receipt of such notice to cure said default. Any default by Lessor which shall continue uncured shall give Lessee the right to terminate the Lease in addition to all available rights or remedies, in law or in equity.

21. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Starkville Municipal Airport grounds, unless such damages is the proximate result of the negligence or unlawful act of Lessor, its agents or employees.

22. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

23. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville

Attention: Mayor Lynn Spruill
110 West Main Street
Starkville, MS 39759

To Lessee: Circle S Aviation, LLC
904 Jordan Lane
Starkville, MS 39759

IN WITNESS WHEREOF, the parties have executed this by representatives duly authorized to do so
effective the 7th day of March, 2023.

LESSEE

Circle S Aviation, LLC

BY: [Signature]
ITS: _____

ATTEST:

BY: [Signature]
ITS: Airport Director

LESSOR

CITY OF STARKVILLE, MS

BY: [Signature]
LYNN SPRUILL, Mayor

ATTEST:

[Signature]
LESA HARDIN, City Clerk



BRISLIN, INC.

4051 MILITARY ROAD
COLUMBUS, MS 39705
662-328-5814
WWW.BRISLININC.COM

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO:

City of Starkville
Starkville City Hall
110 West Main Street
Starkville, MS 39759

BY:

BRISLIN, INC.
4051 Military Road
Columbus, MS 39705

FOR:

HVAC Services from
March 1, 2023 to February 28, 2024



AIR CONDITIONING • HEATING • VENTILATION
INDUSTRIAL SHEET METAL FABRICATION
COMMERCIAL PLUMBING • PROCESS PIPING

At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least four (4) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed \$105.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$115.00 per hour for after normal operating hours, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding \$300.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in March 2023 and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing Multi-pleated Merv-10 filters, and replacing belts, if applicable.
2. Three (3) inspection services, which includes replacing filters and visual inspection of coils.

Your cost of this Maintenance Agreement: \$4,800.00 per year plus tax;

Payable in four (4) equal amounts of \$1,200.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

Your approval

Signature: _____

Printed: _____

Title: _____

Date: _____


D. Lynn Spruill
Mayer - City of Starkville
3.7.2023

HVAC MAINTENANCE / INSPECTION CHECKLIST



CUSTOMER: STARKVILLE CITY HALL
ADDRESS: 110 WEST MAIN STREET
CITY/STATE: STARKVILLE, MS
CONTACT: LESA HARDIN 662-323-2525 EXT: 3117
NOTES: 7 UNITS – APRIL SERVICE – 1ST MSA
L.S. ON: 01/23/23 **WO#**

Weather Conditions	
☐ Rainy	☐ Clear
☐ Cloudy	☐ Partly Cloudy
☐ Humid	
Outside Temp	Inside Temp (Avg)

✓ COMPLETE	- NOT REQUIRED	N/A – NOT APPLICABLE
------------	----------------	----------------------

- ☐ 1. Clean drain pan & lines. Add algaecide tablets.
- ☐ 2. Check performance & service of all major components.
-Document any deficiencies found.
- ☐ 3. Lubricate moving parts needed.
- ☐ 4. Check refrigerant charge & record. (annually or as needed)
- ☐ 5. Test amperage & voltage & record. (annually or as needed)
- ☐ 6. Inspect for oil & refrigerant leaks. Document any leaks found.
- ☐ 7. Check operating & safety controls & adjust or repair as needed.
- ☐ 8. Check air distribution temperatures & record.
- ☐ 9. Inspect condenser & evaporator coils.
- ☐ 10. Wash evaporative & condenser coils (*coil cleaner OR water*)
- ☐ 11. Clean/brush evaporative coils
- ☐ 12. Tighten electrical connections on equipment as needed
- ☐ 13. Check belts & drives, tighten as needed
- ☐ 14. Replace belts (if required)
- ☐ 15. Check temperature control system & make minor repairs.
-Document any deficiencies found
- ☐ 16. Check & adjust economizer linkage & controls (if applicable)
- ☐ 17. Replace filters & wash air filters (includes OSA filters)
- ☐ 18. Check heating section & controls. - Document any deficiencies found.

Filters / Belts	
12) 16x20x2	4) BX68
2) 16x25x2	
28) 20x20x2	
11) 20x25x2	
2) 20x30x2	
2) WASHABLE	

REMARKS:

CUSTOMER'S SIGNATURE

DATE

SERVICE MANAGER

TECHNICIAN'S SIGNATURE

DATE

SCHEDULED DATE

DATE: _____

CUSTOMER SITE: _____

EQUIPMENT LIST

SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	FILTERS	BELTS	LOCATION / NOTES
RTU1		TRANE	YHD180F3RXA03D	144510117D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR COURT CLERK
RTU2		TRANE	YHD180F3RXA03D	144510113D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR COURT ROOM
RTU3		TRANE	YHD180F3RXA03D	144510131D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR CITY CLERK
RTU4		TRANE	YHC092F3RXABC0C	144410384L	4) 20X25X2	DD	2ND FLOOR - MAYOR
RTU5		TRANE	YHD150F3RXB04D	144510714D	4) 20X20X2 4) 20X25X2	1) BX68	SECOND FLOOR
RTU6		TRANE	YHC120E3RXA0ZC0C	144312859L	3) 20X25X2 2) 20X30X2	DD	SECOND FLOOR SHELL - SOUTH
#7A	SPLIT	TRANE	TDH1B065A9H31BA 4TTA3036B3000AA	15075K5B7G 141318KW3F	1) 16X25X2	DD	MEZZANINE
#7B	SPLIT	TRANE	TDH1B065A9H31BA 4TTA3036B3000AA	14343Y92G 14184YLN3F	1) 16X25X2	DD	MEZZANINE
	2) MINI-SPLITS				2) WASHABLE		1) INSTALLED BY BRISLIN 1) INSTALLED BY OTHER

BRISLIN, INC.

4051 MILITARY ROAD
COLUMBUS, MS 39705
662-328-5814
WWW.BRISLININC.COM

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO:



Starkville Police Department
101 East Lampkin Street
Starkville, MS 39759

BY:

BRISLIN, INC.

4051 Military Road
Columbus, MS 39705

FOR:

HVAC Services from
April 1, 2023 to March 31, 2024



AIR CONDITIONING • HEATING • VENTILATION
INDUSTRIAL SHEET METAL FABRICATION
COMMERCIAL PLUMBING • PROCESS PIPING

At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least six (6) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed \$105.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$115.00 per hour for after normal operating hours, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding \$300.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in April 2023 and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing belts & **FILTERS**, flushing drains and monitoring equipment operations.
2. Three (3) inspection services, which includes monitoring equipment operations and visual inspection of coils, cleaning and flushing condensate drains and pans. Filter replacement included.
3. Two (2) Filter replacements only.
4. Monthly (12 times) Heating water and chill water closed loop systems service ONLY. This will include collecting water samples and test the treated waters. A written report will be submitted documenting the results of the service. Any systems found needing chemical will be added at that time. Chemical cost is NOT included in this proposal and will be added at extra cost with proper authorization from the Starkville Police Department.

Your cost of this Maintenance Agreement: \$15,420.00 per year plus tax;

Payable in six (6) equal amounts of \$2,570.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

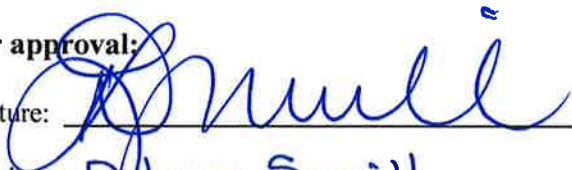
This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

Your approval:

Signature: 

Printed: D. Lynn Spruill

Title: Mayer - City of Starkville

Date: 3.7.2023

HVAC MAINTENANCE / INSPECTION CHECKLIST



CUSTOMER: STARKVILLE POLICE DEPARTMENT
ADDRESS: 101 EAST LAMPKIN STREET
CITY/STATE: STARKVILLE, MS 39759
CONTACT: SGT. REEVES 662-769-4415 OR 662-323-4134
NOTES: MARCH SERVICE
L.S. ON: 01/19/22 **WO#**

Weather Conditions	
☐ Rainy	☐ Clear
☐ Cloudy	☐ Partly Cloudy
☐ Humid	
Outside Temp	Inside Temp (Avg)

✓ COMPLETE	- NOT REQUIRED	N/A – NOT APPLICABLE
------------	----------------	----------------------

- ☐ 1. Clean drain pan & lines. Add algacide tablets.
- ☐ 2. Check performance & service of all major components.
-Document any deficiencies found.
- ☐ 3. Lubricate moving parts needed.
- ☐ 4. Check refrigerant charge & record. (annually or as needed)
- ☐ 5. Test amperage & voltage & record. (annually or as needed)
- ☐ 6. Inspect for oil & refrigerant leaks. Document any leaks found.
- ☐ 7. Check operating & safety controls & adjust or repair as needed.
- ☐ 8. Check air distribution temperatures & record.
- ☐ 9. Inspect condenser & evaporator coils.
- ☐ 10. Wash evaporative & condenser coils (*coil cleaner OR water*)
- ☐ 11. Clean/brush evaporative coils
- ☐ 12. Tighten electrical connections on equipment as needed
- ☐ 13. Check belts & drives, tighten as needed
- ☐ 14. Replace belts (if required)
- ☐ 15. Check temperature control system & make minor repairs.
-Document any deficiencies found
- ☐ 16. Check & adjust economizer linkage & controls (if applicable)
- ☐ 17. Replace filters & wash air filters (includes OSA filters)
- ☐ 18. Check heating section & controls. - Document any deficiencies found.

Filters / Belts	
2) 10x22x1	1) 4L440
10) 10x28x1	1) 4L450
15) 10x34x1	
2) 11x20x1	
6) 16x16x1	
2) 16x20x1	
4) 16x20x2	
4) 20x24x4 – MERV 13	

REMARKS:

CUSTOMER'S SIGNATURE

DATE

SERVICE MANAGER

TECHNICIAN'S SIGNATURE

DATE

SCHEDULED DATE

FAN COIL UNITS - (36 IN USE)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
A	FCU 1-1	WILLIAMS	LH-R006	351193-1	DD	RM 172, 173, 175
	FCU 1-2		LH-R006	351193-44		RM 177, 178
	FCU 1-3		LH-R006	351193-44		RM 170, 180
	FCU 1-4		LH-R004	351193-3		OPERATORS 179
	FCU 1-5		LH-R004	351193-3		VENDING 102
	FCU 1-6		CV-B004	351193-14		LOBBY 101
	FCU 1-7		CV-B010	351193-45		COMMUNITY RM 103
	FCU 1-8		CV-B004	351193-14		PATROL LT 110, 111
	FCU 1-9		CV-B004	351193-14		SP. OPS. 112,113
	FCU 1-10		LH-R004	351193-3		LOBBY 119
	FCU 1-11		LH-R006	351193-44		PATROL SGTS 116
	FCU 1-12		LH-R003	351193-5		RM 125, 126, 127
	FCU 1-13		LH-R006	351193-44		BOOKING/HOLDING
	FCU 1-14		LH-R006	351193-1		EXERCISE 136
	FCU 1-15		LH-R008	351193-12		ROLL CALL/BREAK
	FCU 1-16		NOT USED	NOT USED		NOT USED
	FCU 1-17		LH-R006	351193-44		RM 140, 144, 146, 147
	FCU 1-18		LH-R003	351193-5		CORRIDOR 122
	FCU 1-19		LH-R006	351193-44		RM 155,156, 169
	FCU 1-20		LH-R004	351193-3		RM 163, 167, 168
	FCU 1-21		NOT USED	NOT USED		NOT USED
	FCU 1-22		LH-R006	351193-1		RM 160, 161, 164, 165
	FCU 2-1		CV-B004	351193-18		POLICE CHIEF 250
	FCU 2-2		CV-B004	351193-16		ASST. CHIEF 255
	FCU 2-3		CV-B004	351193-14		RM 257, 248
	FCU 2-4		CV-B010	351193-46		RM 242,247,258,259,264
	FCU 2-5		NOT USED	NOT USED		NOT USED
	FCU 2-6		LH-R006	351193-44		2ND FLOOR OFFICES
	FCU 2-7		NOT USED	NOT USED		NOT USED
	FCU 2-8		LH-R004	351193-3		OPS CAPT 260
	FCU 2-9		LH-R004	351193-3		ADMIN CAPT. 241
	FCU 2-10		LH-R006	351193-1		DETECTIVE 238, 239
	FCU 2-11		LH-R004	351193-3		INVS. LT. 237
	FCU 2-12		LH-R004	351193-3		RM 229, 231, 233
	FCU 2-13		NOT USED	NOT USED		NOT USED
	FCU 2-14		LH-R006	351193-44		RM 206, 209, 211
	FCU 2-15		LH-R004	351193-3		RM 223, 224, 225
	FCU 2-16		LH-R006	351193-44		RM 220, 222, 236
	FCU 2-17		LH-R006	351193-44		BREAK 214
	FCU 2-18		LH-R004	351193-3		RM 207, 208
	FCU 2-19		NOT USED	NOT USED		NOT USED
	FCU 2-20		LH-D002	351193-9		STAIR 216

CHILLER						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
B	ACCH-1	YORK	YLAA0058HE17	11551C75979204		
AIR HANDLER						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
C	AHU	YORK	XTL-0042X054-SAHA017A	ABEMXT0108	DD	
DUCTLESS SPLIT SYSTEMS						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
D	CU	LG	LMU36CHV	609KCNL04F95		
	CU		LUU367HV	610KCB0DTN81		
UNIT HEATERS (3 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
E	HWUH-1	MODINE	HC86SB01SA	39010217-2164-		MECHANICAL 142
	HWUH-2		HC86SB01SA	39010217-2165-		GARAGE 141
	HWUH-3		HC86SB01SA	39010317-1324-		GARAGE 138
EXHAUST FANS (11 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
F	EF-2	GREENHECK	SP-80-VG		DD	CEILING - TOILET 106
	EF-3		SP-80-VG			CEILING -TOILET 107
	EF-4		SP-80-VG			CEILING -TOILET 171
	EF-5		SP-80-VG			CEILING -TOILET 249
	EF-6		SP-80-VG			CEILING -TOILET 245
	EF-7		SP-80-VG			CEILING -TOILET 218
	EF-8		SP-80-VG			ROOF - TOILET 219
	EF-9		G-133-VG-4	14951337		ROOF - MECHANICAL 142
	EF-10		G-183-VG-7	14951352		ROOF - GARAGE 138
	EF-12		SQ-98-VG-7	14951240		CEILING - EVIDENCE 144
	EF-13		SQ-98-VG	14951240		CEILING - EVIDENCE 144
BOILER (2 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
G	B-1	LAARS	NTH285NEN3	G17 388299		MECHANICAL 142
	B-2		NTH285NEN3	G17 388301		MECHANICAL 142
CHILL WATER PUMP (2 TOTAL) HOT WATER PUMP (2 TOTAL) ---- 4 TOTAL PUMPS						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
H	CWP-1	BELL &	E-80	C237362-02C71		
	CWP-2		E-80	C237362-01A71		
	HWP-1	GOSSETT	E-80	C237361-02A71		
	HWP-2		E-80	C237361-01A71		
ERV						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
I	ERV-1	GREENHECK	EV-20-15L-A	14858978	4L440R 4L450R	
BIG ASS CEILING FANS (3 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
J	CF-1	MARCRO	AIRVOLUTION-D 370		DD	ROLL CALL/BREAK
	CF-2	AIR	AIRVOLUTION-D 370			ROLL CALL/BREAK
	CF-3		AIRVOLUTION-D 370			ROLL CALL/BREAK
MINI-SPLITS (3 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
K	MSE 1A	LG	LSN090HSVA	601KAZK06773	DD	DATA 115
	MSE 1B		LSN180HSV4	612KATM0AA05		DATA 626
	MSE 2		LNH367HV	610KCB0DTN92		E.O.C. 203

13. CONSIDERATION TO ACCEPT AN ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$155,000 TO BE USED FOR THE PURCHASE OF 50 SETS OF TURN-OUT GEAR WITH A 15% MATCH.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept an assistance to Firefighters grant in the amount of \$155,000 to be used for the purchase of 50 sets of turn-out gear with a 15% match” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE STEVENSON TUTTON AS A SANITATION WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Stevenson Tutton as a Sanitation Worker” is enumerated, this consent item is thereby approved.

15. APPROVAL TO HIRE SCOTT GRICE AS A PRINCIPAL SYSTEMS ADMINISTRATOR IN THE INFORMATION TECHNOLOGY DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Scott Grice as a Principal Systems Administrator in the Information Technology Department” is enumerated, this consent item is thereby approved.

16. APPROVAL TO HIRE SHANNA CUNNINGHAM AS AN ADMINISTRATIVE ASSISTANT IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Shanna Cunningham as an Administrative Assistant in the Starkville Police Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE COLTON BIRMINGHAM AS A STARKVILLE POLICE OFFICER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Colton Birmingham as a non-certified Police Officer” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE JOHN ARNOLD AND JAMES PUMPHREY AS ENTRY LEVEL FIREFIGHTERS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire John Arnold and James Pumphrey as Entry Level Firefighters” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF THE PROMOTION OF JEREMY WEAVER TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the promotion of Jeremy Weaver to the rank of Sergeant in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO HIRE JOHN SCOTT AS THE ASSISTANT MANAGER IN STARKVILLE UTILITIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire John Scott as the Assistant Manager in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO HIRE NOAH JONES AS APPRENTICE LINEMAN 1 IN STARKVILLE UTILITIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Noah Jones as an Apprentice Linemen 1” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO HIRE CHARLES JORDAN AS A WATER DISTRIBUTION SUPERVISOR IN STARKVILLE UTILITIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Charles Jordan as a Water Distribution Supervisor in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF THE PURCHASE OF A MASS TEXTING AND COMMUNICATION SYSTEM FROM CIVICPLUS, THE EXISTING WEB PLATFORM, FOR A COST OF \$8,024.74 FOR THE FIRST YEAR, AND \$11,234.64 EACH YEAR GOING FORWARD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a mass texting and communication system from CivicPlus, the existing web software provider, for a cost of \$8,024.74 the first year, and \$11,234.64 each year going forward” is enumerated, this consent item is thereby approved. The agreement follows this page.

24. CONSIDERATION OF APPROVAL OF CHANGE ORDER #10 WITH T & M STEEL – PHASE 3 CONTRACT, ADDING \$25,000.00 FOR THE PEDESTAL DESIGN AND CONSTRUCTION OF THE COOL PAPA BELL SCULPTURE FOR CORNERSTONE SPORTS COMPLEX.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #10 to add the amount of \$25,000.00 for the pedestal design and construction of the Cool Papa Bell sculpture for Cornerstone Sports Complex” is enumerated, this consent item is thereby approved. The Change Order follows the item 23 CivicPlus Agreement.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-30652-1

Date:

10/20/2022 2:51 PM

Expires On:

3/31/2023

Client:

STARKVILLE, MISSISSIPPI

Bill To:

STARKVILLE, MISSISSIPPI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Elizabeth Vesta	x	elizabeth.vesta@civicplus.com		Net 45

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicReady Core Package	CivicReady Core Package		USD 0.00
1.00	CivicReady Core - Mass Communications	Emergency and Mass Notification platform with Multi-Channel Alerting, Templates, Geo-targeting Alerting, Polling, Mobile Apps (Government and Public), SSO with CivicPlus products	Renewable	USD 10,699.66
1.00	CivicReady Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -2,674.92
1.00	CivicReady Standard Implementation	CivicReady Standard Implementation	One-time	USD 0.00

List Price -- Year 1 Total	USD 11,854.66
Total Investment - Year 1	USD 8,024.74
Annual Recurring Services - Year 2	USD 11,234.64

Total Days of Quote:365

Term & Payment

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicReady Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service.

CivicReady Functionality

5. CivicReady provides the ability for Client to generate high-speed notifications to listed databases through an internet-hosted software application (the "Services"). Client's database(s) shall be limited to containing contact data located within the geographic boundaries of Starkville MS - CivicReady. Client may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.

CivicReady Appropriate Use of Service

6. Client agrees not to make any attempt to gain unauthorized access to the Services or any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access the Service, or otherwise delivered by Service on behalf of Client.

7. Client shall be solely responsible for compliance with, and any violations of, all applicable laws regarding outbound telemarketing including the CAN-SPAM ACT, State and Local telemarketing laws and requirements.

Account Information and Privacy

8. CivicPlus does not own any data, information or material that Client submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

9. Client represents and warrants that Client has not provided any false information to gain access to the Service and that Client's billing information is correct.

Disclaimer of Warranties and Limitation of Liability

10. Client is responsible for implementing sufficient procedures and checkpoints to satisfy Client's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. CIVICPLUS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT CLIENT'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO CLIENT'S USE OF THE SERVICES OR TO CLIENT'S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

11. CLIENT'S USE OF THE SERVICES IS AT CLIENT'S OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CIVICPLUS NOR ANY PERSON ASSOCIATED WITH CIVICPLUS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER CIVICPLUS NOR ANYONE ASSOCIATED WITH CIVICPLUS REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET CLIENT'S NEEDS OR EXPECTATIONS.

12. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CIVICPLUS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS BE LIABLE (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RELATED TO OR ARISING FROM CLIENT'S USE, MISUSE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST DATA, LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE RESULTING FROM CLIENT'S USE OF THE SERVICES, UNAUTHORIZED ACCESS TO OUR SERVERS, SERVER UNAVAILABILITY AND ANY PERSONAL INFORMATION STORED THEREIN, ANY DELAYS OR INTERRUPTIONS DUE TO ELECTRONIC OR MECHANICAL EQUIPMENT FAILURES, DENIAL OF SERVICE ATTACKS, DATA PROCESSING FAILURES, TELECOMMUNICATIONS OR INTERNET PROBLEMS OR UTILITY FAILURES, HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED, TO CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE AND WHETHER OR NOT CIVICPLUS WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (II) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES OR DESTRUCTIVE PROPERTIES OF THE SERVICE. IN NO EVENT SHALL CIVICPLUS'S AGGREGATE LIABILITY UNDER THESE TERMS OF USE EXCEED THE TOTAL SUM OF MONIES PAID FROM CLIENT TO CIVICPLUS AS CONSIDERATION FOR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Internet Delays

13. CIVICPLUS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CIVICPLUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By:

Name:

Title:

Date:


D. Lynn Spruill
Mayor - City of Starkville
3.7.2023

CivicPlus

By:

Name:

Title:

Date:

Cornerstone Park - Phase 3 CONTRACT CHANGE ORDER FORM			
CONTRACT FOR:		Cornerstone Park - Phase 3	
OWNER:		City of Starkville	
CONTRACTOR:		T & M Steel Erectors, Inc.	
CHANGE ORDER NO. 10		2/14/2023	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Neel Shaffer structural design		\$5,000.00
2	Sculpture pedestal construction		\$18,977.00
3	Inspection		\$1,023.00
TOTALS		\$0.00	\$25,000.00
OVERALL TOTAL			\$25,000.00
JUSTIFICATION: Pedestal design and construction for Cool Papa Bell sculpture.			
The amount of the Original Contract was:		\$9,073,064.00	
Change Order #1 increased the contract amount by:		\$7,417.00	
Change Order #2 increased the contract amount by:		\$35,747.00	
Change Order #3 increased the contract amount by:		\$7,943.00	
Change Order #4 increased the contract amount by:		\$103,120.00	
Change Order #5 increased the contract amount by:		\$0.00	
Change Order #6 increased the contract amount by:		\$214,894.00	
Change Order #7 increased the contract amount by:		\$12,773.00	
Change Order #8 increased the contract amount by:		\$19,380.00	
Change Order #9 increased the contract amount by:		\$3,000.00	
Change Order #10 increased the contract amount by:		\$25,000.00	
The Contract Total including this change order will be:		\$9,502,338.00	
The Original Contract Completion Date was:		April 22, 2022	
Change Order 1 increased the Contract Completion Date by the following # of days:		"20"	
Change Order 2 increased the Contract Completion Date by the following # of days:		"10"	
Change Order 3 increased the Contract Completion Date by the following # of days:		"28"	
Change Order 4 increased the Contract Completion Date by the following # of days:		"21"	
Change Order 5 increased the Contract Completion Date by the following # of days:		"175"	
Change Order 6 increased the Contract Completion Date by the following # of days:		"0"	
Change Order 7 increased the Contract Completion Date by the following # of days:		"0"	
Change Order 8 increased the Contract Completion Date by the following # of days:		"0"	
Change Order 9 increased the Contract Completion Date by the following # of days:		"0"	
The new Contract Completion Date will be:		December 31, 2022	
This document will become a supplement to the signed contract agreement and all provisions will apply hereto.			
Requested	 Phase Manager - David D'Aquila	3.9.2023	Date
Recommended	 Project Manager - Sam Henry	03.08.23	Date
Accepted	 Contractor - T & M Steel Erectors, Inc.	03.09.23	Date
Approved	 City of Starkville Mayor Lynn Spruill	3.7.2023	Date

25. CONSIDERATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING REGARDING AUTOMATED LICENSE PLATE READERS (ALPR), BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION, ACTING THROUGH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION, AND THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to enter into a Memorandum of Understanding regarding Automated License Plate Readers (ALPR) between the Mississippi Transportation Commission, acting through the Mississippi Department of Transportation, and the City of Starkville” is enumerated, this consent item is thereby approved. The MOU follows this page.

26. AUTHORIZATION TO DECLARE A 2010 HYUNDAI GENESIS VIN#5089 AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVDEALS.COM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to declare a 2010 Hyundai Genesis VIN#5089 as surplus and advertise for sale to the highest bidder on govdeals.com” is enumerated, this consent item is thereby approved.

27. CONSIDERATION OF APPROVAL FOR CPL. CHRIS JACKSON TO ATTEND THE IACIS (INTERNATIONAL ASSOCIATION OF COMPUTER INVESTIGATIVE SPECIALISTS) BASIC COMPUTER FORENSICS EXAMINER COURSE TO BE HELD IN ORLANDO, FLORIDA APRIL 24TH THROUGH MAY 5TH, 2023, AT A COST NOT TO EXCEED \$6,500.00 TO BE REIMBURSED BY THE ATTORNEY GENERAL’S OFFICE WHEN THE COURSE IS SUCCESSFULLY COMPLETED.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Cpl. Chris Jackson to attend the IACIS (International Association of Computer Investigative Specialists) basic computer forensics examiner course to be held in Orlando, Florida April 24th through May 5th, 2023, at a cost not to exceed \$6,500.00 to be reimbursed by the Attorney General’s Office when the course is successfully completed” is enumerated, this consent item is thereby approved.

28. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 617 W. MAIN ST. STARKVILLE, MS 39759 WITH PARCEL NUMBER 118O-00-274.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 617 W. Main St. Starkville, MS 39759 with parcel number 118O-00-274.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND
The City of Starkville of Oktibbeha County, MISSISSIPPI**

This Memorandum of Understanding ("Agreement") is made and entered into by and between the Mississippi Transportation Commission ("COMMISSION"), a body corporate of the State of Mississippi, acting by and through the duly-authorized Executive Director of the Mississippi Department of Transportation ("MDOT"), and the City of Starkville ("Local Agency"), effective as of the date of latest execution below.

WITNESSTH:

WHEREAS, the COMMISSION, through MDOT, is charged with the construction and maintenance of the State Highway System; and

WHEREAS, pursuant to Section 65-1-8 of the Miss. Code Ann. (1972), the COMMISSION is further charged with making proper and reasonable rules and regulations for the removal of any form of obstruction from the public rights-of-way, and reserves the authority to remove any and all unauthorized obstructions from said rights-of-way; and

WHEREAS, the Local Agency is a duly-elected or appointed governmental organization for the above-named jurisdiction and is responsible for the placement and maintenance of **Automatic License Plate Readers (ALPR)** or other permanently mounted law enforcement devices including but not limited to those provided through the Department of Homeland Security; and

WHEREAS, the Local Agency is desirous of placing an APLR on MDOT rights-of-way and agrees to assume all responsibility for the safety of its employees and/or agents working within said rights-of-way; and

WHEREAS, the COMMISSION is a body corporate under the laws of the State of Mississippi, and is authorized to enter into this Agreement under the provisions of Section 65-1-8 of the Miss. Code Ann. (1972), and the Local Agency and the COMMISSION desire to set forth more fully the understandings of the parties by which this will be accomplished.

NOW, THEREFORE, for and in consideration of the stated premises and of the mutual promises contained herein, the Local Agency and COMMISSION do agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. THE LOCAL AGENCY:

1. Provide MDOT with half-scale plans signed by a licensed professional engineer in the State of Mississippi depicting all aspects of the ALPR hardware proposed for installation including a separate electrical power source and separate cabinet installation; and
2. Provide MDOT with a Traffic Control Plan as well as administer the placement of all temporary traffic control devices in accordance with Part 6 of the Manual On Uniform Traffic Control Devices (MUTCD) that are necessary for the work within the right of way necessary for the installation, repair, or removal of the ALPR; and
3. Notify the MDOT designee in writing within a minimum of one (1) week prior to the installation or removal of an ALPR in order to coordinate MDOT's inspection of the work; and
4. Bear the entire risk of loss or damage to the ALPR due to any and all causes whatsoever. In the event there is loss or damage of any kind to MDOT traffic control devices used to mount and/or support, permanently or otherwise, the ALPR, the traffic control devices will be repaired at MDOT's discretions pending availability of staff and materials.

B. THE COMMISSION:

1. Upon notification from the Local Agency of an intended installation of an ALPR, MDOT District personnel, upon consultation with the appropriate MDOT support Divisions, will advise the Local Agency designee as to any safety or operational or roadway infrastructure concerns that may result in required actions to be taken by the Local Agency to mitigate these concerns or the denial of the ALPR at the requested location if the identified concerns cannot be mitigated; and
2. Inspect, as directed, the installation, repair, and removal activities for the ALPR; and
3. Verify proper placement of all traffic control devices as soon as practical; and
4. Designate an MDOT employee as the point of contact to receive notifications of the installation, repair, or removal activities by the Local Agency.

II. NOTICE AND DESIGNATED AGENTS

The COMMISSION executes its orders and directives through MDOT. All notices and correspondence with the COMMISSION shall be directed to the designated agent shown below. Similarly, all notices and correspondence with the Local Agency shall be directed to the agent shown below. All notices and correspondence shall be considered delivered upon receipt at the locations or telephone numbers listed below. All modifications to this Agreement must be submitted in writing through the designated agents and signed by the parties before they can take effect. Oral agreements cannot serve to modify this Agreement. The designated agents for the parties are:

COMMISSION:

Matt Dunn
District Engineer
PO Box 2060
Tupelo, MS 38803
Telephone: 662-842-1122
Facsimile: 662-844-5731

Local Agency:

Telephone:
Facsimile:

III. GENERAL PROVISIONS

1. The relationship of the Local Agency to the COMMISSION is that of an independent contractor, and the Local Agency covenants and agrees that it and its employees will neither hold themselves out as, or claim to be, officers or employees of the COMMISSION or MDOT by reason hereof. The Local Agency and its employees and officials will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the COMMISSION or MDOT, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, or any form of tax withholding.
2. All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act, codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the Local Agency and every contractor or subcontractor employed by the Local Agency shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the

Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.

3. The COMMISSION shall not be a party to any contract or subcontract entered into by the Local Agency, other than this Agreement.
4. The ALPR shall remain the sole and exclusive property of the Local Agency. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to the ALPR to the COMMISSION or MDOT or any person or entity not a signatory hereto except as described in this Agreement.
5. Ownership of the data or images collected from the ALPR shall remain the sole and exclusive property of the Local Agency. MDOT does not own, store, or warrant the accuracy of any data or images collected from the ALPR. Neither the COMMISSION nor MDOT shall be liable for any claims, actions, suits, losses and/or damages that may arise from and/or are connected with the Local Agency's use or misuse of the ALPR.

IV. AMENDMENTS

This Agreement may be amended in writing as mutually agreed upon by the parties.

V. SEVERABILITY

Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

VI. TERMINATION OF AGREEMENT

This Agreement may be immediately terminated upon the written notification by the Executive Director of MDOT to the Local Agency authorized designee.

VII. LIABILITY

The COMMISSION in executing this Agreement shall not be held responsible for any damage, which may be caused or inadvertently done to the ALPR regardless of the source or cause of any such damage. The Local Agency agrees to assume and accepts all responsibility for the safety of the traveling public during the installation, removal, and maintenance of the ALPR and/or any and all traffic control devices described under this Agreement.

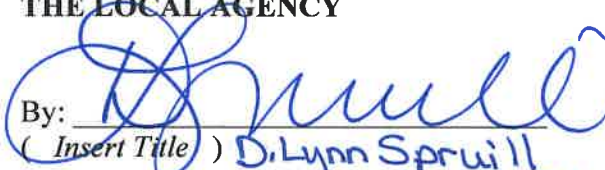
The Local Agency does hereby covenant and agree to indemnify and hold harmless the COMMISSION and MDOT from and against any claims, actions, suits, causes, or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the Local Agency, or any servants, agents or employees of the Local Agency in the installation, repair, or removal of the ALPR as well as any and all traffic control devices described in the Agreement.

VIII. AUTHORITY TO CONTRACT

The undersigned hereby execute this Memorandum of Understanding and assure that the authority to execute this Agreement has been granted by the appropriate governing bodies.

SO EXECUTED AND AGREED THIS 7th DAY OF March, 2023

THE LOCAL AGENCY

By: 
(*Insert Title*) D. Lynn Spruill
Mayor, City of Starkville

SO EXECUTED AND AGREED THIS ____ DAY OF _____, 20__.

**MISSISSIPPI TRANSPORTATION
COMMISSION, by and through the duly
authorized Executive Director**

Brad White, Executive Director
Mississippi Department of Transportation
Book _____ Page _____

29. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 109 ROOSEVELT TAYLOR SR. ST. STARKVILLE, MS 39759 PREVIOUSLY KNOWN AS 109 BEATTIE ST. STARKVILLE, MS 39759 WITH PARCEL NUMBER 118O-00-250.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the property located at 109 Roosevelt Taylor Sr. St. Starkville, MS 39759 previously known as 109 Beattie St. Starkville, MS 39759 with parcel number 118O-00-250.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

30. CONSIDERATION TO APPROVE SOLE SOURCE QUOTE FROM ANIXTER, THE ONLY PROVIDER OF HONEYWELL NEXTGEN GATEKEEPERS IN THE SOUTHERN REGION, FOR GATEKEEPERS IN THE AMOUNT OF \$118,090.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of sole source quote from Anixter, the only provider of Honeywell Nextgen Gatekeepers in the Southern Region, for gatekeepers in the amount of \$118,090.00” is enumerated, this consent item is thereby approved.

31. CONSIDERATION TO APPROVE SOLE SOURCE QUOTE FROM ANIXTER, THE ONLY PROVIDER OF HONEYWELL NEXTGEN GATEKEEPERS IN THE SOUTHERN REGION, IN THE AMOUNT OF \$28,604.16 FOR ELECTRIC METERS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of sole source quote from Anixter, the only provider of Honeywell Nextgen Gatekeepers in the Southern Region, in the amount of \$28,604.16 for electric meters” is enumerated, this consent item is thereby approved.

32. CONSIDERATION TO APPROVE CONTRACT WITH NARRATIVE 12 FOR COMMUNICATIONS SUPPORT IN THE AMOUNT OF \$4,500.00 MONTHLY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a contract with Narrative12 for communications support in the amount of \$4,500.00 monthly” is enumerated, this consent item is thereby approved. The contract follows this page.

33. CONSIDERATION TO APPROVE A REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR SUBSTATION MAINTENANCE AND TESTING SERVICES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a Request for Proposals for professional services for Substation Maintenance and Testing Services” is enumerated, this consent item is thereby approved.

Agreement

Between

NARRATIVE¹²

and



March 2023

We are pleased to confirm the terms on which *Narrative12* will provide communications support to Starkville Utilities, for purposes of this document referred to as “SU.”

I. NARRATIVE 12 RESPONSIBILITIES AND COMPENSATION

- A. *Narrative12* will perform the services customarily performed by a communications team as directed by SU. This contract is specifically created to focus on the planning and execution of the SU social media platforms and web content with a budget of \$2,000 per month and \$2,500 for a comprehensive package of communications services.

The deliverables outlined above do not include:

- Printing costs
- Design costs
- Talent fees
- Stock images
- Music rights
- Customer surveys
- Media/advertising placements
- Audio/video production costs
- Mailing costs
- Travel expenses
- Web hosting
- Meeting room rentals

- B. Social media coordination shall include management of a comprehensive and dynamic social media presence that utilizes a combination of original content as well as strategically linking state and nationally relevant stories that yield audience engagement and drive traffic to the SU website. It shall not include outage updates and emergency related messaging, which will remain the responsibility of the SU communications team. Placements shall include a minimum of three Facebook posts per week, two Instagram posts per week, and one Twitter post per workday.
- C. *Narrative12* will be compensated for the performance of its services on a fee basis over the length of this agreement from March 25, 2023, through March 25, 2024. This fee is to be paid in monthly installments based on billings issued at the end of each month.
- D. Any projects outside the scope of this agreement (such as slide shows, newsletters, bill inserts, special videos, advertising, etc.) will be billed separately at rates agreed upon prior to the beginning of any work.
- E. *Narrative12* shall not disseminate, or use for its own purposes, both during and after the termination of this agreement, any confidential information imparted to *Narrative12* by SU. For purposes of this agreement, “confidential information” shall mean any information imparted to *Narrative12* by SU or derived from such

information or developed by *Narrative12* in connection with the services to be performed under this agreement.

- F. *Narrative12* recognizes SU's reservation of the right to modify, reject or cancel or discontinue any and all plans, schedules or works in progress; and in such event *Narrative12* will immediately take proper steps to carry out SU's instructions. SU agrees, however, to pay any and all of the proper charges and expenses incurred by *Narrative12* in connection with such work up to the time of its modification, rejection, cancellation and/or discontinuance and for properly imposed charges cancellation of any commitments previously authorized in writing by SU.

II. APPROVALS

- A. *Narrative12* will obtain approval from SU before doing any of the following:

1. Adopting a communications strategy for services or products.
2. Preparing a customer information campaign.
3. Developing or placing messages to the SU website or social platforms.

Additional projects assigned, but not defined in this document, shall be approved and estimated on a case-by-case basis, as needed.

- B. All authorizations for services and all approvals will be made by the SU general manager unless or until others are designated in writing.
- C. It is understood that SU reserves the right to modify, revise or cancel any plans, schedules or work. In the event SU notifies *Narrative12* that it wishes to do so, *Narrative12* will take steps as promptly as is practicable to stop or revise the work. In connection with any such action, SU agrees to pay *Narrative12* according to the terms of this agreement for any work done, including any contracts and commitments *Narrative12* is unable to cancel, and to reimburse *Narrative12* for any cancellation penalties incurred.
- D. In all cases where substantial expenditures by SU are involved, *Narrative12* will obtain specific written approval before making commitments.

III. BILLING AND PAYMENTS

- A. Billings to SU will be rendered as follows:

1. Charges will be billed monthly under one invoice for all agreed-upon services.
2. *Narrative12* shall submit with each invoice all supporting documentation as may be reasonably requested by SU.

3. SU will reimburse *Narrative12* at net cost for all reasonable travel and living expenses incurred by *Narrative12* staff in servicing the SU account hereunder, subject to *Narrative12* obtaining prior approval of SU for the travel.

IV. MATERIALS AND IDEAS

- A. It is understood that any plans developed by *Narrative12* will remain its property (regardless of whether any embodiment of the plans or ideas is in the possession of SU) until paid for and executed as provided in this agreement, when they shall become the sole and exclusive property of SU. *Narrative12* retains the right to reference and display the work products done for SU for *Narrative12*'s own promotional purposes.
- B. *Narrative 12* acknowledges its responsibility, both during and for one year after the end of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by *Narrative 12* on behalf of SU or disclosed by SU to *Narrative 12*.

V. INDEMNIFICATION

- A. *Narrative12*'s appointment under this agreement will be effective from March 25, 2023, through March 25, 2024. It will then automatically renew and be updated with an addendum, communicating the revised compensation and deliverable portions of the contract, based on future goals and budgets. If the agreement is not to be renewed, SU or *Narrative12* will provide a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.
- B. It is understood that the above terms will be subject to review at any time hereafter at the request of SU or *Narrative12* in light of changing business circumstances. If at any point SU or *Narrative12* determines the conditions of this agreement are not being met or services not being provided, either party may notify the other in writing of its intention to cancel the contract via a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.
- C. Upon receipt of termination, *Narrative12* shall submit to SU a written report of all current and future jobs. SU shall thereupon authorize *Narrative12* in writing which jobs shall be brought to completion.
- D. Should termination occur, *Narrative12* will bill SU for all amounts remaining due under this agreement (to the extent it has not done so already) and SU will pay such amounts within 45 days. All property and materials in the possession of *Narrative12* and previously paid for or owned by SU shall be transferred to SU or its designated representatives.

E. This agreement constitutes the entire agreement between the parties and may not be amended except in writing executed by both parties.

Narrative12 represents and warrants that it has, and shall maintain throughout the term hereof, all necessary personnel support staff, equipment, licenses, permits to provide the services required under this agreement.

APPROVED AND ACCEPTED:

Narrative12

Starkville Utilities

By: _____
Checky Herrington
Principal

By: _____
Edward Kemp
SU General Manager

Date: _____

Date: _____

34. CONSIDERATION TO APPROVE LOWEST QUOTE FROM BILL RUSSELL FORD ON A FORD F-150 IN THE AMOUNT OF \$49,369.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of lowest quote from Bill Russell Ford on a Ford F-150 in the amount of \$49,369.00” is enumerated, this consent item is thereby approved.

Two quotes: Bill Russell Ford: \$49,369.00 and on-line Ford Build-A-Truck: \$50,425.00

35. CONSIDERATION TO APPROVE LOWEST QUOTE FROM WREN BODY WORKS FOR THE BED ASSEMBLY AND INSTALLATION FOR THE SERVICE TRUCK FOR WASTEWATER IN THE AMOUNT OF \$32,760.33.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approve lowest quote from Wren Body Works for the bed assembly and installation for the service truck for wastewater in the amount of \$32,760.33” is enumerated, this consent item is thereby approved.

Quote 1: Wren Body Works \$32,760.33 and Quote 2: H & H Chief Sales \$33,475.00

36. CONSIDERATION TO ACCEPT THE LOW BASE BID OF \$2,461,000.00 FOR THE MAIN STREET WATER AND SEWER IMPROVEMENTS PROJECT FROM DNA UNDERGROUND.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of accepting the low base bid for the Main Street Water and Sewer Improvements Project from DNA Underground” is enumerated, this consent item is thereby approved.

Bids Received:	DNA Underground	\$2,461,000.00
	Perma Corporation	\$3,006,850.00
	Rev Construction, Inc.	\$3,406,345.00

37. CONSIDERATION TO APPROVE THE LOWEST QUOTE PURCHASE OF SURGE ARRESTORS FROM ANIXTER IN THE AMOUNT OF \$16,550.73.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of purchase of lowest quote from Anixter for surge arrestors in the amount of \$16,550.73” is enumerated, this consent item is thereby approved.

Quote 1	Arkansas Electric Cooperative	\$16, 974.00
Quote 2	Substation Enterprises, Inc.	\$20, 475.00
Quote 3	Anixter	\$16, 550.73

38. CONSIDERATION TO APPROVE LOWEST QUOTE ON ELEVATOR REPAIR AT STARKVILLE UTILITIES FROM KONE CARE ELEVATOR IN THE AMOUNT OF \$14,685.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of lowest quote on elevator repair from Kone Care Elevator in the amount of \$14,685.00” is enumerated, this consent item is thereby approved.

Quote 1 Kone Care: \$14,685.00 and Quote 2: TK Elevator \$19, 014.32

39. CONSIDERATION TO APPROVE THE QUOTE FROM S&N AIROFLO FOR EMERGENCY RENTAL OF TWO TEMPORARY AERATORS FOR THE WASTE WATER TREATMENT PLANT IN THE AMOUNT OF \$10,107.00 AS PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY INCIDENT TO GIVING OPPORTUNITY FOR COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the March 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the quote from S&N Airoflo for emergency rental of two temporary aerators for the Waste Water Treatment Plant in the amount of \$10,107.00 as per Mississippi code section 31-7-13(k) and that an emergency exists such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced New Firemen: Dalton Avent, Geron Gill, Caleb Loftis, Tyler Tann and Duncan Williams. The Mayor then noted the ground breaking earlier in the day of Aluminum Dynamics being built in Lowndes County, one of the largest developments in Mississippi. The City looks forward to new citizens and businesses wishing to move to Starkville as a result.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver congratulated the Christian Academy’s Junior Varsity State Champion basketball team. Alderman Brooks asked that everyone notice the new time sensitive traffic signals recently installed on Louisville Street. He also commended all that worked to acquire the 4.5 million grant for a new airport terminal.

CITIZEN COMMENTS: None

PUBLIC APPEARANCE:

Frank Nichols, representing the StarkVegas Juneteenth Committee for Unity, spoke as to his disappointment in the lack of recognition by the City on Black History Month. He listed reasons to celebrate the month and noted several African American City employees.

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF VA 23-01: A REQUEST FOR A VARIANCE FROM SETBACK REQUIREMENTS OF AN ACCESSORY STRUCTURE AT 109 OAK RIDGE IN A SD-2 ZONING DISTRICT.

City Planner Daniel Havelin presented VA 23-01. The applicant, Dan Punday, is requesting a variance for the placement of an accessory structure in a location other than the backyard at 109 Oak Ridge. The applicant is requesting relief from Section 13.9.1.B.C of the Unified Development Code which requires that an Accessory structure not occupy any part of a required front yard or side yard. The proposed accessory structure is located at the end of the existing driveway within the side yard. The applicant has already started the construction of the structure without a permit. After the applicant hired a contractor, the contractor started the permit process. At that time, the planning department became aware of the issue. Once the location of the structure was reviewed, it was determined that a variance would be required prior to issuing a building permit.

Mayor Spruill opened the Public Hearing.

Mr. Punday was present and apologized for not knowing the structure required a permit prior to construction. Kyle Jordan and Jack Oakley, both residents of Oak Ridge Street, spoke against the variance request.

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

40. MOTION TO DENY VA 23-01.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, to deny Variance Request 23-01 for 109 Oak Ridge, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	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 and VA 23-01 was denied.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 725 S. JACKSON ST., STARKVILLE, MS 39759, WITH PARCEL NUMBER 102H-00-151.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Code Enforcement Office Sarah Perez presented the findings and recommendations concerning the building located at 725 S. Jackson St. Starkville, MS 39759, with parcel number 102H-00-151.00. Initial inspection of 725 S. Jackson St. Starkville, MS 39759, with the parcel number 102H-00-151.00 was performed on Friday, Jan. 6, 2023, and re-inspection on Friday, Jan. 27, 2023, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and upkeep of the property being neglected and natural deterioration over time.

Mayor Spruill opened the Public Hearing. Robert Evans and Patricia Washington, daughter of the owner of record, William Henry Edmonds, deceased, appeared before the Mayor and Board and requested additional time to make repairs to the structure. There being no further comments from the public, the Mayor closed the Public Hearing.

41. MOTION TO DETERMINE THE BUILDING, LOCATED AT 725 S. JACKSON ST. STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102H-00-151.00, IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND WILL BE SUBJECT TO DEMOLITION UNDER MISS. CODE ANN. § 21-19-11 THUS ALLOWING THE CITY OF STARKVILLE TO CLEAN THE SITE WITHIN THE TWO-YEAR PERIOD AFTER THE DATE OF THE HEARING AT WHICH THE PROPERTY OR PARCEL OF LAND WAS ADJUDICATED.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to determine the building, located at 725 S. Jackson St. Starkville, MS 39759, with the parcel number 102H-00-151.00, is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 thus allowing the City of Starkville to clean the site within the two-year period after the date of the hearing

at which the property or parcel of land was adjudicated and to hold in abeyance any action to demolish until September 5, 2023, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	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.

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.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 1/6/2023

Tax Year 2022
Records Last Updated 1/5/2023

Records Last Updated: 1/4/2024

PROPERTY DETAIL			
OWNER	EDMONDS WILLIAM HENRY ESTATE 801 JACKSON		ACRES : **NA**
	STARKVILLE MS 39759		LAND VALUE : 15000
			IMPROVEMENTS : 4920
			TOTAL VALUE: 19920
			ASSESSED : 2988
PARCEL	102H-00-151.00		
ADDRESS	725 JACKSON		
TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	164.67	0.00	164.67
CITY	90.03	0.00	90.03
SCHOOL	197.21	0.00	197.21
TOTAL	451.91	0.00	451.91
LAST PAYMENT DATE		**NA**	Pay Taxes
MISCELLANEOUS INFORMATION			
EXEMPT CODE			
HOMESTEAD CODE	None	LEGAL	S PT LOT 23-T WELLBOURN SUB
TAX DISTRICT	4110		MAP 102H DB PG 2004/1515
PPIN	003609		B 2004 P 1515 03/01/2004
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		
Book 2004	Page 1515		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES			
Year	Sold To	Redeemed Date	By
2020	DDD INVESTMENTS LLC	3/3/2022	EDMONDS WILLIAM HENRY ESTATE
2019	DDD INVESTMENTS LLC	2/17/2022	EDMONDS WILLIAM HENRY ESTATE
2018	DOWNTOWN RESTORATION	7/29/2020	EDMONDS WILLIAM HENRY ESTATE
2017	S & S PROPERTIES LLC	7/24/2019	EDMONDS WILLIAM HENRY ESTATE
2016	DDD INVESTMENTS LLC	8/1/2018	EVANS BARBARA
2015	WARNKEN PAMELA H	8/4/2017	BARBARA EVANS
2014	S & S PROPERTIES LLC	8/12/2016	EDMONDS BARBARA
Back			



City of Starkville, MS

101 E. Lampkin St.
Starkville, MS 39759
Phone: (662) 323-4847

FIRST NOTICE OF VIOLATION

William Henry Estate Edmonds
801 Jackson
Starkville, MS 39759

Case No. 23-000004
Issued: January 06, 2023

VIOLATION LOCATION

725 Jackson,
Starkville, MS 39759

LEGAL DESCRIPTION

-

An inspection of the above referenced property was made on January 06, 2023. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than January 16, 2023.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4847.

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: William Henry Estate Edmonds

Violations Listing

General Nuisance [UDC Section 15.1]

Reported By: Sarah Perez on Jan 08, 2023 at 3:55 PM

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 building or other structure 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.

CORRECTION	DESCRIPTION
Remove the nuisance REQUIRED	For a case of nuisance, issue a written warning or a courtesy notice to the owner of the property, allowing ten (10) calendar days to correct the violation; For a case of public health and safety that requires immediate attention or after ten (10) days from the issuance of a written warning, issue a written Violation Notice to the owner of the property and/or a responsible party where the alleged violation occurred. (Section 3.19)
 A photograph of a small, single-story house with a light-colored exterior and a dark roof. The house has a small front porch and is surrounded by a lawn and trees. The image is slightly blurry and has a yellow border.	

The photographs below were taken by Officer Sarah Perez at the first inspection on Friday, Jan. 6, 2023, at approximately 13:48.

Call #	23-000653	Dispatcher	PEREZ, S
Date/Time	01/06/2023 13:48:59	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

725 S JACKSON ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	13:48:59	13:48:59	13:58:32		

Notes

1/6/2023 1:49:23 PM	PEREZ, S	DILAPIDATED STRUCTURE
1/6/2023 1:58:23 PM	PEREZ, S	PHOTOS TAKEN









The photographs below were taken by Officer Sarah Perez at the second inspection on Friday, Jan. 27, 2023, at approximately 16:37.

Call #	23-003375	Dispatcher	SMITH, K
Date/Time	01/27/2023 16:37:06	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	PHONE		
Sent To Dispatch	01/27/2023 16:37:15		

Location Address

725 JACKSON ST SOUTH
STARKVILLE, MS

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	16:37:57	16:37:59	16:41:28		

Notes

1/27/2023 4:37:23 PM	SMITH, K	TAKING PHOTOS OF DILAPATED STRUCTURE
1/27/2023 4:41:19 PM	SMITH, K	10-8









Photographs below were taken by Officer Sarah Perez on Saturday Feb. 11, 2023, at approximately 09:27. Public hearing notices were placed on the structure and mailed to the property and the property owner via certified mail. Also placed in the front window at City Hall.

Call #	23-005231	Dispatcher	PEREZ, S
Date/Time	02/11/2023 09:27:58	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

110 MAIN ST WEST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:27:58	09:27:58	09:44:24		

Notes

2/11/2023 9:28:17 AM	PERE Z, S	CERTIFIED MAIL CARDS FILLED OUT
2/11/2023 9:28:31 AM	PERE Z, S	CERTIFIED MAIL ENVELOPE STAMPED
2/11/2023 9:43:04 AM	PERE Z, S	PUBLIC HEARING NOTICE SEALED IN ENVELOPE FOR 801 S. JACKSON ST RESIDENCE OF THE PROPERTY OWNER
2/11/2023 9:43:25 AM	PERE Z, S	CERTIFIED MAIL CARDS FILLED OUT
2/11/2023 9:43:38 AM	PERE Z, S	CERTIFIED MAIL ENVELOPE STAMPED
2/11/2023 9:44:16 AM	PERE Z, S	PUBLIC HEARING NOTICE SEALED IN ENVELOPE FOR 725 S. JACKSON ST.
2/13/2023 9:07:36 AM	MULLEN, T	CASE# 23-0000007 725 S JACKSON ST

POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE:



WILLIAM HENRY EDMONDS ESTATE

801 S. JACKSON St.

Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102H-00-151.00

725 S. Jackson St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **March 7, 2023**, 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 or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 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 Sarah Perez or Officer Alexandra Nash (662)323-4847

WILLIAM HENRY EDMONDS ESTATE

801 S. JACKSON St.

Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102H-00-151.00

725 S. Jackson St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **March 7, 2023**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 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 Sarah Perez or Officer Alexandra Nash (662)323-4847

(POSTED ON THE FRONT OF THE PROPERTY)

Call # 23-005256
Date/Time 02/11/2023 11:39:08
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

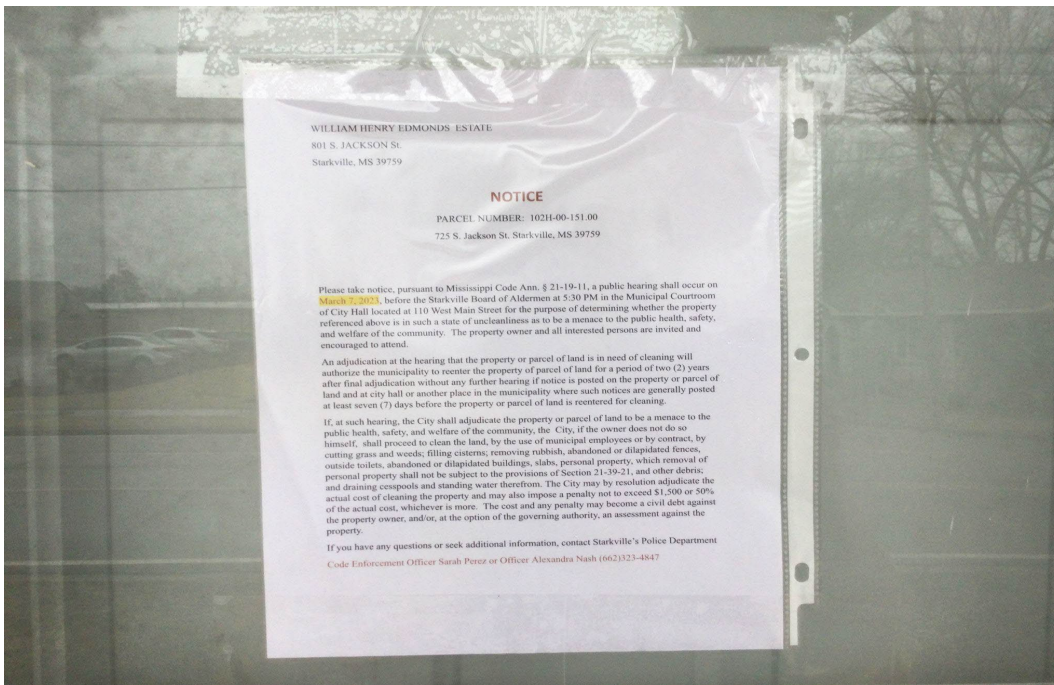
725 S. JACKSON ST. STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:39:08	11:39:08	11:49:31		

Notes

2/11/2023 11:39:39 AM	PEREZ, S	POSTED PUBLIC HEARING NOTICE
2/11/2023 11:40:43 AM	PEREZ, S	CASE #23-0000007
2/11/2023 11:48:34 AM	PEREZ, S	PHOTOS TAKEN



The photographs below were taken by Officer Sarah Perez at the third inspection on Saturday, Feb. 11, 2023, at approximately 11:39.



Call #	23-005256	Dispatcher	PEREZ, S
Date/Time	02/11/2023 11:39:08	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

725 S. JACKSON ST. STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:39:08	11:39:08	11:49:31		

Notes

2/11/2023 11:39:39 AM	PEREZ, S	POSTED PUBLIC HEARING NOTICE
2/11/2023 11:40:43 AM	PEREZ, S	CASE #23-0000007
2/11/2023 11:48:34 AM	PEREZ, S	PHOTOS TAKEN









Photographs below were taken by Officer Sarah Perez one week before submission of documents on Wednesday, Feb. 22, 2023, at approximately 11:00.
(CALL CARD)

Call #	23-006748	Dispatcher	MULLEN, T
Date/Time	02/22/2023 11:00:37	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

725 JACKSON ST SOUTH
STARKVILLE, MS

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:00:37	11:00:37	11:10:34		
COLEMAN, G	11:00:59	11:01:02	11:10:34		

Notes

2/22/2023 11:07:29 AM	PEREZ, S	CASE #23-0000007
2/22/2023 11:07:38 AM	PEREZ, S	PHOTOS TAKEN





PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 202 MCKINLEY ST., STARKVILLE, MS 39759, WITH PARCEL NUMBER 102B-00-026.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Code Enforcement Office Sarah Perez presented the findings and recommendations concerning the building located at 202 McKinley St. Starkville, MS 39759, with parcel number 102B-00-026.00, 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 demolition could occur. Initial inspection was performed by Code Enforcement Officer Sarah Perez on Friday, Jan. 6, 2023, and re-inspection on Wednesday, Jan. 25, 2023, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as multiple holes in the side of the structure, water damage, roof damage, and overgrowth of the property trash, and debris and overall upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the subject property and City Hall on Saturday, Feb. 11, 2023. Notification letters of the public hearing were sent on Monday, Feb. 13, 2023, to the property tax payer/owner Ethel Yeates Fisher, 1014 Papin St. Alexandria, LA 71302, and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected. The third inspection was done by Officer Sarah Perez on Saturday, Feb. 11, 2023. The final inspection was done by Officer Sarah Perez before submission of documents on Wednesday Feb. 22, 2023.

Mayor Spruill opened the Public Hearing. Will Logan, son of Wilburn Yeates, appeared before the Mayor and Board. He stated he had not been back in Starkville from Georgia very long and would like time to work on the property. There being no additional comments by the public, the Mayor closed the Public Hearing.

42. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 202 MCKINLEY ST., STARKVILLE, MS 39759, WITH PARCEL NUMBER 102B-00-026.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, for the Board of Aldermen to determine that the structure located at 202 McKinley Street, Starkville, MS 39759, with parcel number 102B-00-026.00 is a menace to the public health, safety and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 thus allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated and to hold in abeyance any action to demolish until June 6, 2023, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	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.

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.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 1/ 6/2023

Tax Year 2022
Records Last Updated 1/ 5/2023

PROPERTY DETAIL			
OWNER	YEATES WILBURN ETAL C/O ETHEL YEATES FISHER 1014 PAPIN STREET ALEXANDRIA LA 71302		ACRES : **NA** LAND VALUE : 35000 IMPROVEMENTS : 1590 TOTAL VALUE: 36590 ASSESSED : 5489
PARCEL ADDRESS	102B-00-026.00 202 MCKINLEY		
TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	302.50	0.00	302.50
CITY	165.38	0.00	165.38
SCHOOL	362.27	0.00	362.27
TOTAL	830.15	0.00	830.15
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 14 CITY BLK 49		
HOMESTEAD CODE	None	MAP 102B DB PG 559/51	
TAX DISTRICT	1110		
PPIN	015583		
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		
Book	Page		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2021	OSBORNE HEATHER	NOT REDEEMED
2019	WOODMARK INVESTMENTS LLC	7/27/2021 WILBURN LOGAN
2018	WOODMARK INVESTMENTS LLC	8/17/2020 YEATES WILBURN
2017	BOAZ TAX SALE PROPERTIES LLC	7/26/2019 YEATES WILBURN
2016	WILLIAMS-MCGEE DANIELLE	1/ 8/2018 YEATES WILBURN

Back



City of Starkville, MS

101 E Lampkin St
Starkville, MS 39759
Phone: (662) 323-4847

FIRST NOTICE OF VIOLATION

ETHEL YEATES FISHER
1014 PAPIN STREET
ALEXANDRIA, LA 71302

Case No. 23-000006
Issued: January 10, 2023

VIOLATION LOCATION

202 McKinley,
Starkville, MS 39759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on January 07, 2023. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than January 23, 2023.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4847.

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: ETHEL YEATES FISHER, Wilburn Etal Yeates

Violations Listing

Dilapidated Structures [MCA Section 21-19-11]

Reported By: Sarah Perez on Jan 06, 2023 at 6:00 PM

Property or parcel of land determined to be menace to public health, safety and welfare.

CORRECTION

DESCRIPTION

Agency Steps for Non-Compliance (Penalty)

REQUIRED

The City 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 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.



Remove Dilapidated Structure

REQUIRED

It is the duty of person(s) in violation to comply by removing dilapidated structures.

Violation Notice issued page 3, Tuesday, Jan. 10, 2023

The photographs below were taken by Officer Sarah Perez at the first inspection on Friday, Jan. 6, 2023, at approximately 13:58.

Call #	23-000654	Dispatcher	PEREZ, S
Date/Time	01/06/2023 13:58:56	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

202 MCKINLEY ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	13:58:56	13:58:56	14:04:11		
PEREZ, S	13:58:56	13:58:56	14:04:11		

Notes

1/6/2023 1:59:38 PM	PEREZ, S	DILAPIDATED STRUCTURE
1/6/2023 2:04:04 PM	PEREZ, S	PHOTOS TAKEN







The photographs below were taken by Officer Sarah Perez at the second inspection on Wednesday, Jan. 25, 2023, at approximately 14:48.

Call #	23-003105		Dispatcher	PEREZ, S	
Date/Time	01/25/2023 14:48:10		Disposition	REPORT	
Type	CODE ENFORCEMENT		Zone		
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
202 MCKINLEY ST					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:48:10	14:48:10	14:52:38		
Notes					
1/25/2023 2:52:27 PM		PERE Z, S	PHOTOS TAKEN		





Photographs below were taken by Officer Saturday, Feb. 11, 2023, at approximately 09:08. Public hearing notices were placed on the property and mailed to the property and the property owner via certified mail. Also placed in the front window at City Hall.

Ethel Yeates Fisher
1014 Papin St.
Alexandria, LA 71302

NOTICE

PARCEL NUMBER: 102B-00-026.00

202 McKinly St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **March 7, 2023**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 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 Sarah Perez or Officer Alexandra Nash (662)323-4847

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

Call # 23-005224
Date/Time 02/11/2023 09:08:59
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

110 W. MAIN ST. /CASE #23-0000006 202 MCKINLEY ST.

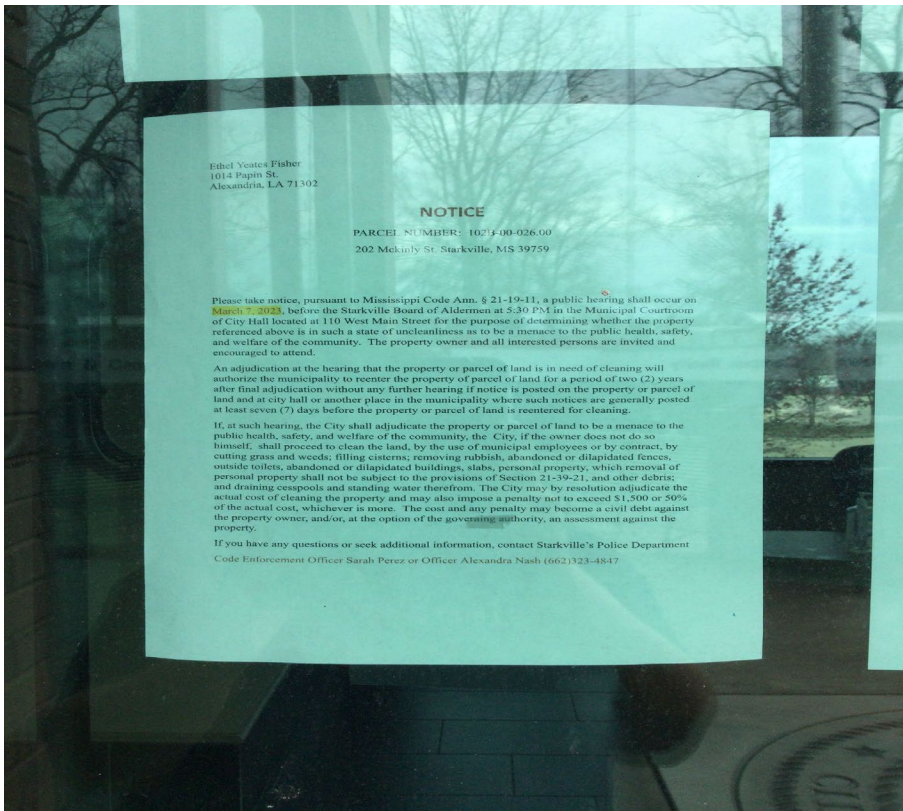
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:08:59	09:08:59	09:12:31		

Notes

2/11/2023 9:09:35 AM	PERE Z, S	CERTIFIED MAIL CARDS FILLED OUT
2/11/2023 9:10:02 AM	PERE Z, S	CERTIFIED MAIL ENVELOPE STAMPED
2/11/2023 9:12:18 AM	PERE Z, S	PUBLIC HEARING NOTICE SEALED IN ENVELOPE





Call # 23-005251 **Dispatcher** PEREZ, S
Date/Time 02/11/2023 11:22:08 **Disposition** REPORT
Type CODE ENFORCEMENT **Zone**
How Rcvd OFFICER INITIATED
Sent To Dispatch

Location Address

202 MCKINLEY ST. STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:22:08	11:22:08	11:27:40		

Notes

2/11/2023 11:22:56 AM	PEREZ, S	CASE #23-0000006
2/11/2023 11:23:17 AM	PEREZ, S	PUBLIC HEARING NOTICE POSTED ON PROPERTY
2/11/2023 11:27:31 AM	PEREZ, S	PHOTOS TAKEN



The photographs below were taken by Officer Sarah Perez at the third inspection on Saturday, Feb. 11, 2023, at approximately 11:22.

Call #	23-005251	Dispatcher	PEREZ, S		
Date/Time	02/11/2023 11:22:08	Disposition	REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
202 MCKINLEY ST. STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:22:08	11:22:08	11:27:40		
Notes					
2/11/2023 11:22:56 AM PEREZ, S		CASE #23-0000006			
2/11/2023 11:23:17 AM PEREZ, S		PUBLIC HEARING NOTICE POSTED ON PROPERTY			
2/11/2023 11:27:31 AM PEREZ, S		PHOTOS TAKEN			





(PHOTOS OF CERTIFIED MAIL SENT)

Call #	23-005484	Dispatcher	PEREZ, S		
Date/Time	02/13/2023 10:04:45	Disposition	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
PEREZ, S	10:04:45	10:04:45	10:07:11		
Notes					
2/13/2023 10:05:11 AM PEREZ, S		CASE #23-0000006 LOCATION 202 MCKINLEY ST			
2/13/2023 10:06:58 AM PEREZ, S		MAILING CERTIFIED LETTER TO PROPERTY OWNER ETHEL YEATES FISHER @ 1014 PAPIN ST. ALEXANDRIA, LA 71302			

Ethel Yeates Fisher
1014 Papin St.
Alexandria, LA 71302

NOTICE

PARCEL NUMBER: 102B-00-026-00
202 McKinly St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **02/13/2023**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 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 Sarah Perez or Officer Alexandra Nash (662)323-4847

U.S. Postal Service® CERTIFIED MAIL® RECEIPT
Domestic Mail Only
OFFICIAL USE

7019 0700 0000 5472 8615
PS Form 3811, July 2020 PSN 7530-02-000-9053

U.S. Postal Service® CERTIFIED MAIL® RECEIPT
Domestic Mail Only
OFFICIAL USE

7019 0700 0000 5472 8615
PS Form 3811, July 2020 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
Ethel Yeates Fisher
1014 Papin St.
Alexandria, LA 71302

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature]
B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

4. Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service® CERTIFIED MAIL® RECEIPT
Domestic Mail Only
OFFICIAL USE

7019 0700 0000 5472 8615
PS Form 3811, July 2020 PSN 7530-02-000-9053

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Ethel Yeates Fisher
1014 Papin St.
Alexandria, LA 71302

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A. Signature
X [Signature]
B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

4. Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service® CERTIFIED MAIL® RECEIPT
Domestic Mail Only
OFFICIAL USE

7019 0700 0000 5472 8615
PS Form 3800, April 2015 PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
Ethel Yeates Fisher
1014 Papin St.
Alexandria, LA 71302

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature]
B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

4. Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service® CERTIFIED MAIL® RECEIPT
Domestic Mail Only
OFFICIAL USE

7019 0700 0000 5472 8615
PS Form 3811, July 2020 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
Ethel Yeates Fisher
1014 Papin St.
Alexandria, LA 71302

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature]
B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

4. Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Photographs below were taken by Officer Sarah Perez one week before submission of documents on Wednesday Feb. 22, 2023, at approximately 10:32.

Call # 23-006743
Date/Time 02/22/2023 10:31:42
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher MULLEN, T
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address

202 MCKINLEY ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:31:42	10:31:42	10:32:38		
COLEMAN, G	10:32:01	10:32:02	10:33:16		

Notes

2/22/2023 10:32:13 AM	PEREZ, S	CASE #23-0000006
2/22/2023 10:32:23 AM	PEREZ, S	PHOTOS TAKEN





PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 203 MCKINLEY ST., STARKVILLE, MS 39759 WITH PARCEL NUMBER 102B-00-037.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Code Enforcement Office Sarah Perez presented the findings and recommendations concerning 203 Mckinley St Starkville, MS 39759. Initial inspection of 203 Mckinley St, Starkville, MS 39759 with parcel number 102B-00-037.00 was performed on Friday, January 6, 2023, and re-inspection on Wednesday, Jan. 25, 2023, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as multiple holes in the side of the structure, water damage, roof damage, overgrowth of the property trash, and debris and overall upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the subject property and City Hall on Saturday, Feb. 11, 2023. Notification letters of the public hearing were sent on Monday, Feb. 13, 2023, to the property tax payer/owner Danielle Williams-McGee 112 Freeman Ave, Starkville, Ms 39759 and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax are collected. The third inspection was done by Officer Sarah Perez on Saturday, Feb. 11, 2023. The final inspection was done by Officer Sarah Perez before submission of documents on Wednesday, Feb. 22, 2023.

Mayor Spruill opened the Public Hearing. Danielle Williams-McGee appeared before the Mayor and Board and requested additional time to clean the property. She stated she had recently purchased the property and had not been able to clear it yet due to winter weather conditions. There being no additional public comments, the Mayor closed the Public Hearing.

43. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 203 MCKINLEY ST., STARKVILLE, MS 39759, WITH PARCEL NUMBER 102B-00-037.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to determine that the structure located at 203 McKinley Street, Starkville, MS 39759, with parcel number 102B-00-037.00 is a menace to the public health, safety and welfare of the community and will be subject to demolition under Miss. Code Ann.§21-19-11 thus allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated and to hold in abeyance any action to demolish until May 2, 2023, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	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.

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 1/27/2023

Tax Year 2022
Records Last Updated 1/26/2023

PROPERTY DETAIL			
OWNER	WILLIAMS-MCGEE DANIELLE	ACRES : **NA**	
	112 FREEMAN AVE	LAND VALUE : 22000	
		IMPROVEMENTS : **NA**	
	STARKVILLE MS 39759	TOTAL VALUE: 22000	
		ASSESSED : 3300	
PARCEL	102B-00-037.00		
ADDRESS	203 MCKINLEY		
TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	181.86	181.86	0.00
CITY	99.43	99.43	0.00
SCHOOL	217.80	217.80	0.00
TOTAL	499.09	499.09	0.00
LAST PAYMENT DATE 11 / 23 / 2022			
MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL LOT 6 C 40' ON MCKINLEY ST	
HOMESTEAD CODE	None	CITY BLK 48	
TAX DISTRICT	1110	2012/567 2012/996 2021/9343	
PPIN	006228	MAP 102B DB/PG 253/468 1007/15	
SECTION	03	1	
TOWNSHIP	18N	B 2021 P 9343 12/15/2021	
RANGE	14E		
Book 2021	Page 9343		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES			
Year	Sold To	Redeemed Date/By	
2020	BENNETT TAX CO INC	12/15/2021 DANIELLE WILLIAMS MCGEE	
2019	BENNETT TAX CO INC	12/15/2021 DANIELLE WILLIAMS MCGEE	
2018	WILLIAMS-MCGEE DANIELLE	12/15/2021 CONVEYANCE	
2017	WILLIAMS-MCGEE DANIELLE	NOT REDEEMED	
2016	WARNKEN PAMELA H	NOT REDEEMED	
2015	WARNKEN PAMELA H	NOT REDEEMED	
2014	BOAZ TAX SALE PROPERTIES LLC	NOT REDEEMED	

[Back](#)

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

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



City of Starkville, MS

101 E Lamplin St
Starkville, MS 39759
Phone: (662) 323-4847

MYGOV.US

City of Starkville, MS

Phone: (662) 323-4847



FIRST NOTICE OF VIOLATION

DANIELLE WILLIAMS-MCGEE
112 FREEMAN AVE
Starkville, MS 39759

Case No. 23-000005
Issued: January 10, 2023

VIOLATION LOCATION

203 McKinley,
Starkville, MS 39759

LEGAL DESCRIPTION

-

An inspection of the above referenced property was made on January 06, 2023. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than January 23, 2023.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4847.

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: DANIELLE WILLIAMS-MCGEE

Page 1/3

MYGOV.US 23-000005, 01/10/2023 at 1:25 PM

Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Sarah Perez on Jan 06, 2023 at 5:57 PM

Property or parcel of land determined to be menace to public health, safety and welfare.

CORRECTION

DESCRIPTION

Agency Steps for Non-Compliance (Penalty)

REQUIRED

The City 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 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.



Remove Dilapidated Structure

REQUIRED

It is the duty of person(s) in violation to comply by removing dilapidated structures.

Page 2/3

MYGOV.US 23-000005, 01/10/2023 at 1:25 PM

The photographs below were taken by Officer Sarah Perez at the first inspection on Friday, Jan. 6, 2023, at approximately 14:04.

Call # 23-000656
Date/Time 01/06/2023 14:04:37
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

203 MCKINLEY ST
STARKVILLE, MS 39759

Officer Information

Badge - Name

PEREZ, S

Dispatched

14:04:37

Arrived

14:04:37

Cleared

14:19:45

De-Assign

Case Number

Notes

1/6/2023 2:18:35 PM PEREZ, S

1/6/2023 2:19:23 PM PEREZ, S

1/6/2023 2:19:39 PM PEREZ, S

SPOKE WITH MRS. THERESA BRADFORD DL # 800449375

MRS. BRADFORD GAVE A WRITTEN STATEMENT IN
REFERENCE TO THE PROPERTY NEXT TO HER
PHOTOS TAKEN







Overgrowth of the property causing issues with rodents, snakes and insects for the neighboring properties.



Statement given by a neighboring property at 201 McKinley St Mrs. Theresa Bradford identified by her Mississippi Driver's License stating,

(I, Theresa Bradford have called complaining several times about the property next door. There have been multiple issues caused by the land next door, including me being afraid to allow my children to play outside. We have seen deer and there are also several other rodents that causes danger to family and I. We have seen fox families throughout our property and the property next door. I cannot clean and maintain my yard due to the threat of rodents and not being able to maintain it because of concerns from my surrounding area.)

Case # 22-000005 Page 1 of 1

STARKVILLE POLICE DEPARTMENT

STATEMENT OF EVENTS

I, Theresa Bradford DATE OF BIRTH 5-30-80 WHO RESIDES
 AT 201 Mickinley Street TELEPHONE NUMBER (662) 418-1178
 AM GIVING THIS STATEMENT FREELY AND VOLUNTARILY TO Officer Perez
 WHO IDENTIFIED HIM/HERSELF AS A LAW ENFORCEMENT OFFICER OF THE STARKVILLE POLICE
 DEPARTMENT.

I, Theresa Bradford have called complaining
several times about the property next door.
There have been multiple issues caused by the
land the next door, including me being afraid to
allow my children to play outside. We have
seen deer and there are also several other
rodents that causes danger to my family
and I. We have seen fox families throughout
our property and the property next door.
I cannot clean and maintain my yard due
to the threat of rodents and not being
able to maintain it because of concerns
from my surrounding area.

I HAVE READ THE PRECEDING STATEMENT AND IT IS TRUE AND CORRECT.

SIGNED: Theresa Bradford DATE: 1-6-23 TIME: 2:14pm
 WITNESS: [Signature] DATE: 1-6-23 TIME: 2:14pm
 WITNESS: _____ DATE: _____ TIME: _____

SPD 59 REV: 5-27-08

The photographs below were taken by Officer Sarah Perez at the second inspection on Wednesday, Jan. 25, 2023, at approximately 14:53.

Call # **23-003106**
 Date/Time **01/25/2023 14:53:01**
 Type **CODE ENFORCEMENT**
 How Rcvd **OFFICER INITIATED**
 Sent To Dispatch

Dispatcher **PEREZ, S**
 Disposition **REPORT**
 Zone

Location Address
 203 MICKINLEY ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:53:01	14:53:01	14:55:46		

Notes

1/25/2023 2:55:36 PM PEREZ, S

PHOTOS TAKEN



Photographs below were taken by Officer Sarah Perez on Saturday, Feb. 11, 2023, at approximately 10:00. Public hearing notices were placed on the property and mailed to the property and the property owner via certified mail. Also placed in the front window at City Hall.

DANIELLE WILLIAMS-MCGEE
112 FREEMAN AVE.
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 102B-00-037.00

203 Mckinley St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **March 7, 2023**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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If you have any questions or seek additional information, contact Starkville's Police Department

Code Enforcement Officer Sarah Perez or Officer Alexandra Nash (662)323-4847

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

Call # 23-005237
Date/Time 02/11/2023 10:00:44
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

110 W. MAIN ST. /CASE #23-0000005 203 MCKINLEY ST.

Officer Information

Badge - Name
PEREZ, S

Dispatched
10:00:44

Arrived
10:00:44

Cleared
10:01:06

De-Assign

Case Number

Notes

2/11/2023 10:00:57 AM PEREZ, S

POSTING PUBLIC HEARING NOTICE IN THE WINDOW AT
THE MAIN ENTRANCE OF CITY HALL / MUNICIPAL COURT
HOUSE

DANIELLE WILLIAMS-MCGHEE
112 FREEMAN AVE.
STARKVILLE, MS 39759

NOTICE

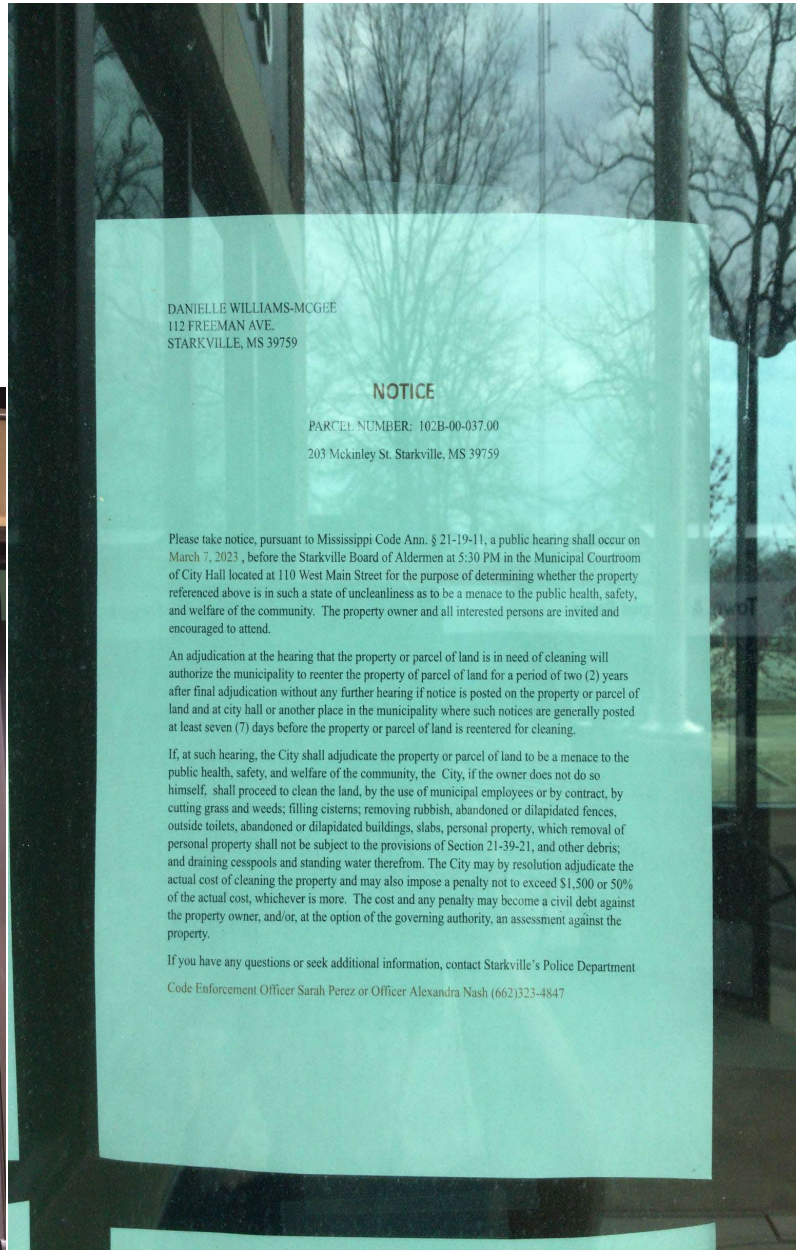
PARCEL NUMBER: 102B-00-037-00
203 McKinley St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on March 7, 2023, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

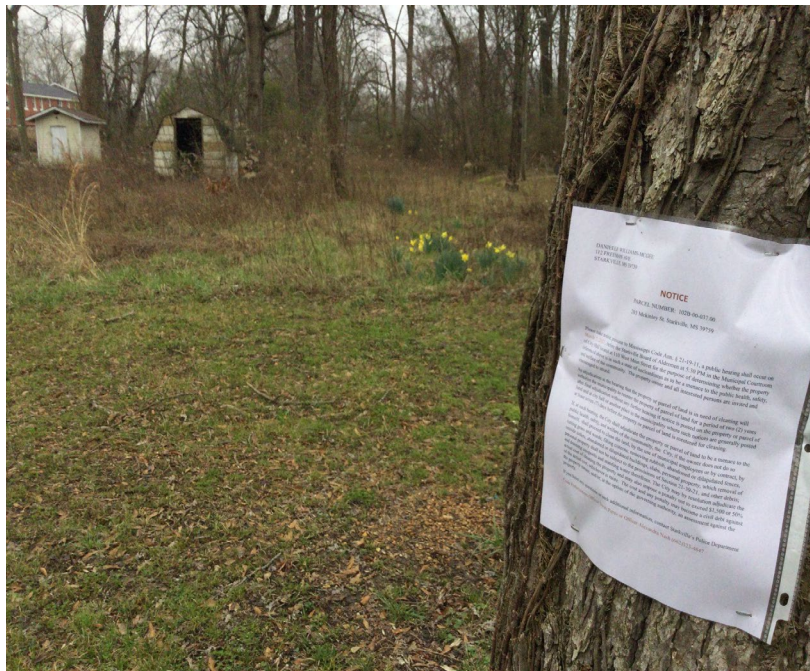
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 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 Sarah Perez or Officer Alexandra Nash (662)323-4847



(POSTED ON THE FRONT OF THE PROPERTY)

Call #	23-005249	Dispatcher	PEREZ, S						
Date/Time	02/11/2023 11:16:37	Disposition	REPORT						
Type	CODE ENFORCEMENT	Zone							
How Rcvd	OFFICER INITIATED								
Sent To Dispatch									
Location Address									
203 MCKINLEY ST. STARKVILLE, MS 39759									
Officer Information									
Badge - Name		Dispatched	Arrived	Cleared	De-Assign	Case Number			
PEREZ, S		11:16:37	11:16:37	11:21:38					
Notes									
2/11/2023 11:17:24 AM		PERE Z, S	CASE #23-0000005						
2/11/2023 11:17:59 AM		PERE Z, S	PUBLIC HEARING NOTICE POSTED ON PROPERTY						
2/11/2023 11:21:26 AM		PERE Z, S	PHOTOS TAKEN						



Photographs below were taken by Officer Sarah Perez at the third inspection on Saturday, Feb. 11, 2023, at approximately 11:16.

Call #	23-005249	Dispatcher	PEREZ, S			
Date/Time	02/11/2023 11:16:37	Disposition	REPORT			
Type	CODE ENFORCEMENT	Zone				
How Rcvd	OFFICER INITIATED					
Sent To Dispatch						
Location Address						
203 MCKINLEY ST. STARKVILLE, MS 39759						
Officer Information						
Badge - Name		Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S		11:16:37	11:16:37	11:21:38		
Notes						
2/11/2023 11:17:24 AM	PERE Z, S	CASE #23-0000005				
2/11/2023 11:17:59 AM	PERE Z, S	PUBLIC HEARING NOTICE POSTED ON PROPERTY				
2/11/2023 11:21:26 AM	PERE Z, S	PHOTOS TAKEN				



Call # 23-005487
Date/Time 02/13/2023 10:07:32
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
 822 TAYLOR ST

Officer Information

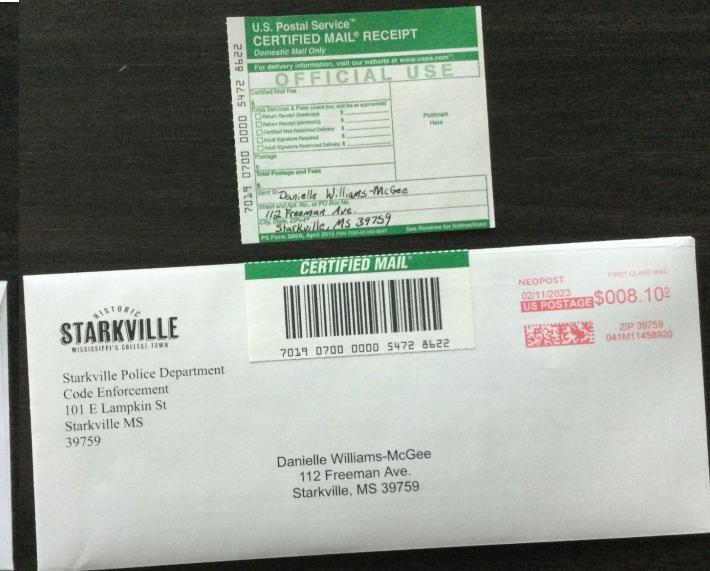
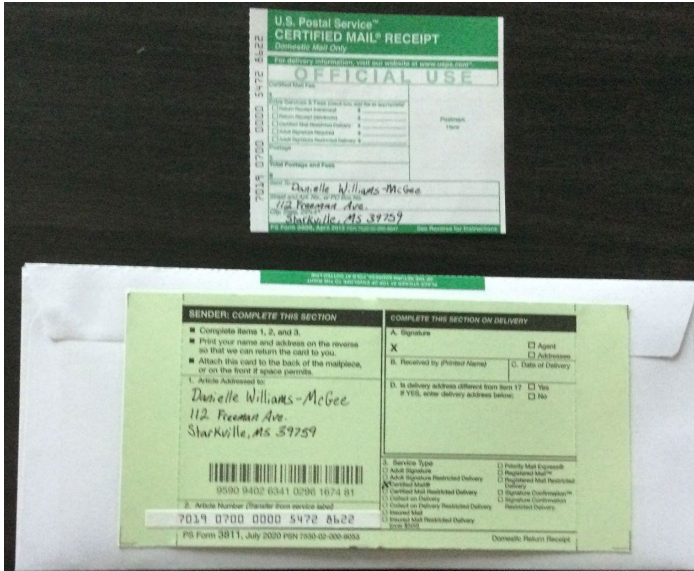
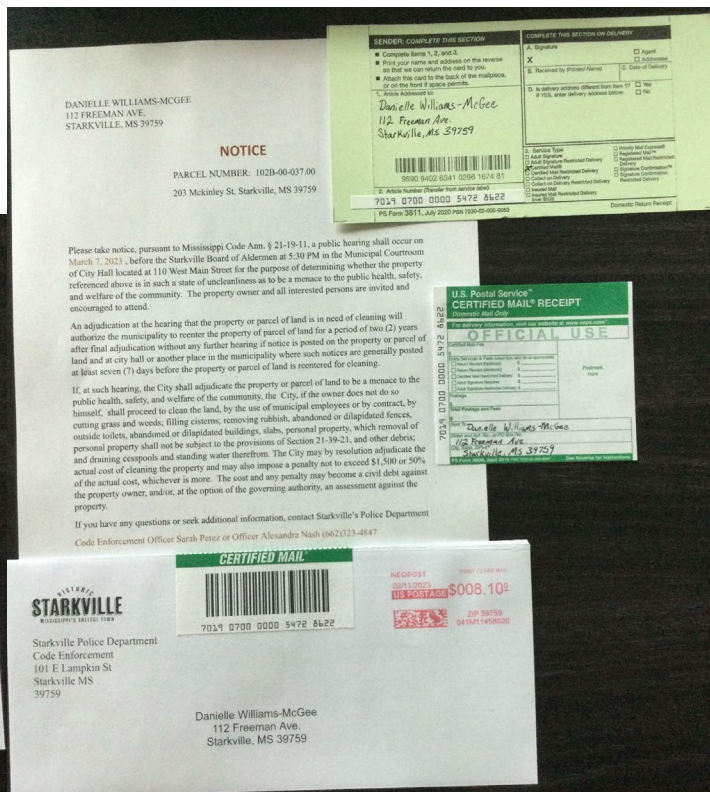
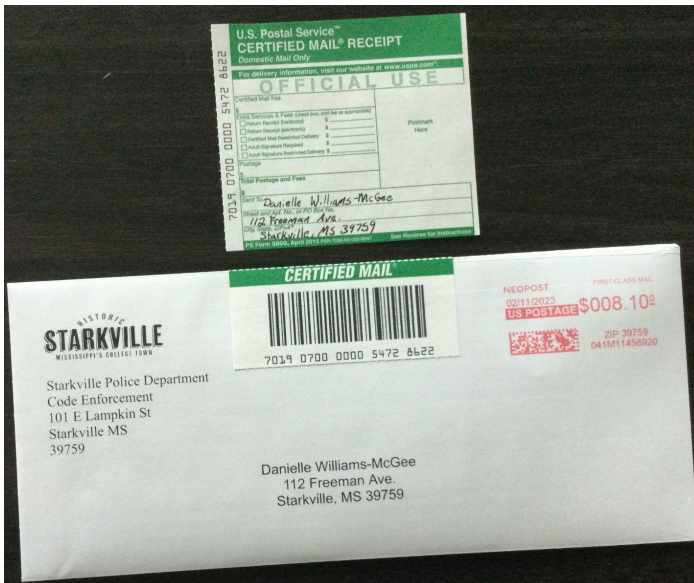
Badge - Name
 PEREZ, S

Dispatched	Arrived	Cleared	De-Assign	Case Number
10:07:32	10:07:32	10:09:02		

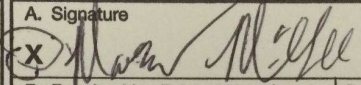
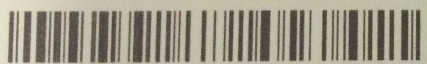
Notes

2/13/2023 10:07:58 AM PEREZ, S
 2/13/2023 10:08:55 AM PEREZ, S

CASE #23-0000005 203 MCKINLEY ST
 MAILED CERTIFIED LETTER TO PROPERTY OWNER
 DANIELLE WILLIAMS-MCGEE @ 112 FREEMAN AVE.
 STARKVILLE, MS 39759



Letter received by property owner on Feb. 14, 2023

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature  ☒ Agent ☐ Addressee	
1. Article Addressed to: Danielle Williams-McGee 112 Freeman Ave. Starkville, MS 39759		B. Received by (Printed Name) M. P. Miller	C. Date of Delivery 2/14/23
2. Article Number (Transfer from service label) 7019 0700 0000 5472 8622		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
 9590 9402 6341 0296 1674 81		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	
		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

Photographs below were taken by Officer Sarah Perez, one week before submission of documents, on Wednesday, Feb. 22, 2023, at approximately 10:32.

Call # 23-006744
Date/Time 02/22/2023 10:32:56
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher MULLEN, T
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address
203 MCKINLEY ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:32:56	10:32:56	10:38:44		
COLEMAN, G	10:33:19	10:33:21	10:38:44		

Notes

2/22/2023 10:33:21 AM	PERE Z, S	CASE #23-0000005
2/22/2023 10:33:29 AM	PERE Z, S	PHOTOS TAKEN



PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 212 W GILLESPIE ST., STARKVILLE, MS 39759 WITH PARCEL NUMBER 102B-00-319.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Code Enforcement Office Sarah Perez presented the findings and recommendations concerning 212 W Gillespie St. Starkville, MS 39759 with parcel number 102B-00-319.00. Initial inspection of 212 W Gillespie St. Starkville, MS 39759 with parcel number 102B-00-319.00 was performed on Saturday, 7, 2023, and re-inspection on Thursday, Jan. 19, 2023, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, overgrowth of the property trash, debris and overall upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the subject property and City Hall on Saturday, Feb. 11, 2023. Notification letters of the public hearing were sent on Monday, Feb. 13, 2023, to the property tax payer/owner Corneliuse Childs 212 W Gillespie St., Starkville, MS 39759 and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax are collected. The third inspection was done by Officer Sarah Perez on Saturday, Feb. 11, 2023. The final inspection was done by Officer Sarah Perez before submission of documents on Wednesday, Feb. 22, 2023.

Mayor Spruill opened the Public Hearing. Frank Nichols appeared before the Mayor and Board. He stated he owns property nearby and that Ms Childs had passed. He offered to assist in locating the owner. There being no additional public comments, the Mayor closed the Public Hearing.

44. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 212 W GILLESPIE ST., STARKVILLE, MS 39759 WITH PARCEL NUMBER 102B-00-319.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to determine that the structure located at 212 W Gillespie St. Starkville, MS 39759 with parcel number 102B-00-319.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11 based on the Board packet materials and presentations by the Code Enforcement Officer, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	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.

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

The website will be unavailable all day Sunday,
July 18, 2021 for routine maintenance

We apologize for any inconvenience this may cause.

Property Link OKTIBBEHA COUNTY, MS

Current Date 7/15/2021		Tax Year 2020 Records Last Updated 7/14/2021	
PROPERTY DETAIL			
OWNER	CHILDS CORNELIUS ETAL	ACRES : **NA**	
	212 GILLESPIE ST	LAND VALUE : 10000	
		IMPROVEMENTS : **NA**	
	STARKVILLE MS 39759	TOTAL VALUE : 10000	
		ASSESSED : 1500	
PARCEL	102B-00-319.00		
ADDRESS	212 GILLESPIE		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	82.64	0.00	85.12
CITY	45.20	0.00	46.56
SCHOOL	97.67	0.00	100.60
TOTAL	225.51	0.00	232.28 3.00% Penalty
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	LOT 12 CITY BLK 48
HOMESTEAD CODE	None		MAP 102B DB PG 598/92
TAX DISTRICT	1110		
PPIN	002115		
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		
Book	Page		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2019	BENNETT TAX CO INC	NOT REDEEMED
Back		

[HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)
[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)
[TERMS OF USE](#) | [PRIVACY POLICY](#)



City of Starkville, MS

101 E Lampkin St
Starkville, MS 39759
Phone: (662) 323-4847

FIRST NOTICE OF VIOLATION

Cornelius Etal Childs
212 Gillespie St
Starkville, MS 39759

Case No. 23-000008
Issued: January 10, 2023

VIOLATION LOCATION

212 Gillespie,
Starkville, MS 39759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on January 06, 2023. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than January 23, 2023.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4847.

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Cornelius Etal Childs

Violations Listing

Dilapidated Structures [MCA Section 21-19-11]

Reported By: Sarah Perez on Jan 06, 2023 at 6:29 PM

Property or parcel of land determined to be menace to public health, safety and welfare.

CORRECTION	DESCRIPTION
Agency Steps for Non-Compliance (Penalty) REQUIRED	The City 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 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 photographs below were taken by Officer Sarah Perez at the first inspection on Saturday, Jan. 7, 2023, at approximately 11:35.

Call #	23-000743	Dispatcher	PEREZ, S
Date/Time	01/07/2023 11:35:20	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
	212 GILLESPIE ST		
	STARKVILLE, MS 39759		
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
PEREZ, S	11:35:20	11:35:20	11:38:59
PEREZ, S	11:35:20	11:35:20	11:38:59
Notes			
	1/7/2023 11:38:49 AM	PEREZ, S	PHOTOS TAKEN

Photos taken of this property show over growth as well as some garbage, an old car tire, sheet metal, broken pieces of concrete and bricks, etc. It is not only a nuisance but a danger to those living near the property.





The photographs below were taken by Officer Sarah Perez at the second inspection on Thursday, Jan. 19, 2023 at approximately 11:00.

Call #	23-002408	Dispatcher	PEREZ, S			
Date/Time	01/19/2023 11:00:35	Disposition	REPORT			
Type	CODE ENFORCEMENT	Zone				
How Rcvd	OFFICER INITIATED					
Sent To Dispatch						
Location Address						
212 GILLE SPIE ST						
Officer Information						
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number	
PEREZ, S	11:00:35	11:00:35	11:00:57			
Notes						
1/19/2023 11:00:47 AM	PEREZ, S	PHOTOS TAKEN				

The photos attached below show that no attempts have been made to correct any violations.





Photographs below were taken by Officer Sarah Perez on Saturday, Feb. 11, 2023, at approximately 09:59. Public hearing notices were placed on the structure and mailed to the property and the property owner via certified mail. A notice was also placed in the front window at City Hall.

Corneliuse Childs
212 W Gillespie St.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102B-00-319.00

212 W Gillespie St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **March 7, 2023**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 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 Sarah Perez or Officer Alexandra Nash (662)323-4847

(POSTED 2/11/23 AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



Corneliuse Childs
212 W Gillespie St.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102B-00-319.00

212 W Gillespie St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **March 7, 2023**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

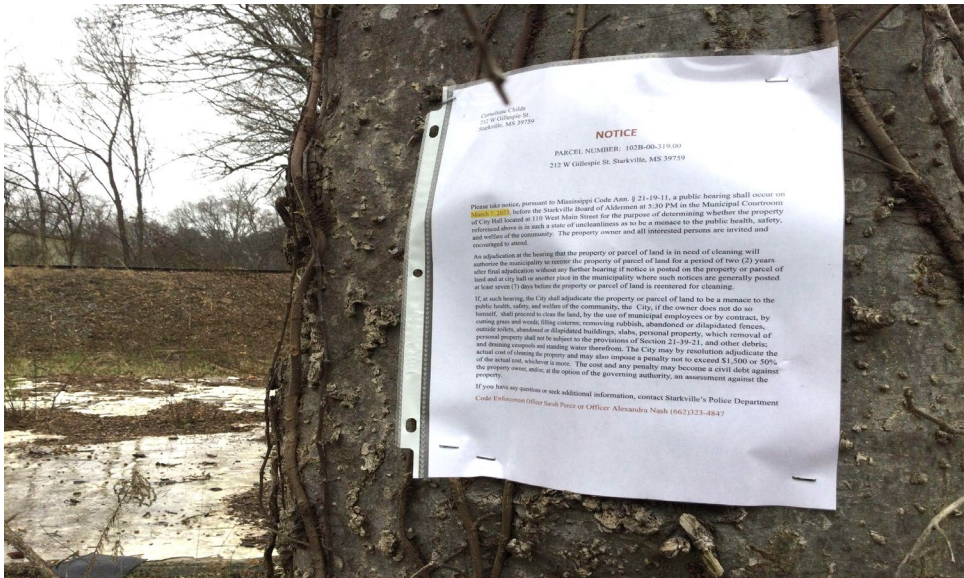
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 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 Sarah Perez or Officer Alexandra Nash (662)323-4847

(POSTED ON THE FRONT OF THE PROPERTY)

Call #	23-005252	Dispatcher	PEREZ, S		
Date/Time	02/11/2023 11:29:14	Disposition	REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	212 W. GILLESPIE ST. STARKVILLE , MS 39759				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:29:14	11:29:14	11:36:15		
Notes					
2/11/2023 11:29:52 AM	PERE Z, S	CASE #23-0000008			
2/11/2023 11:30:05 AM	PERE Z, S	PUBLIC HEARING NOTICE POSTED			
2/11/2023 11:36:07 AM	PERE Z, S	PHOTOS TAKEN			



(PHOTOGRAPHS OF CERTIFIED MAIL SENT)

Call # 23-005482
Date/Time 02/13/2023 09:58:06
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
822 TAYLOR ST

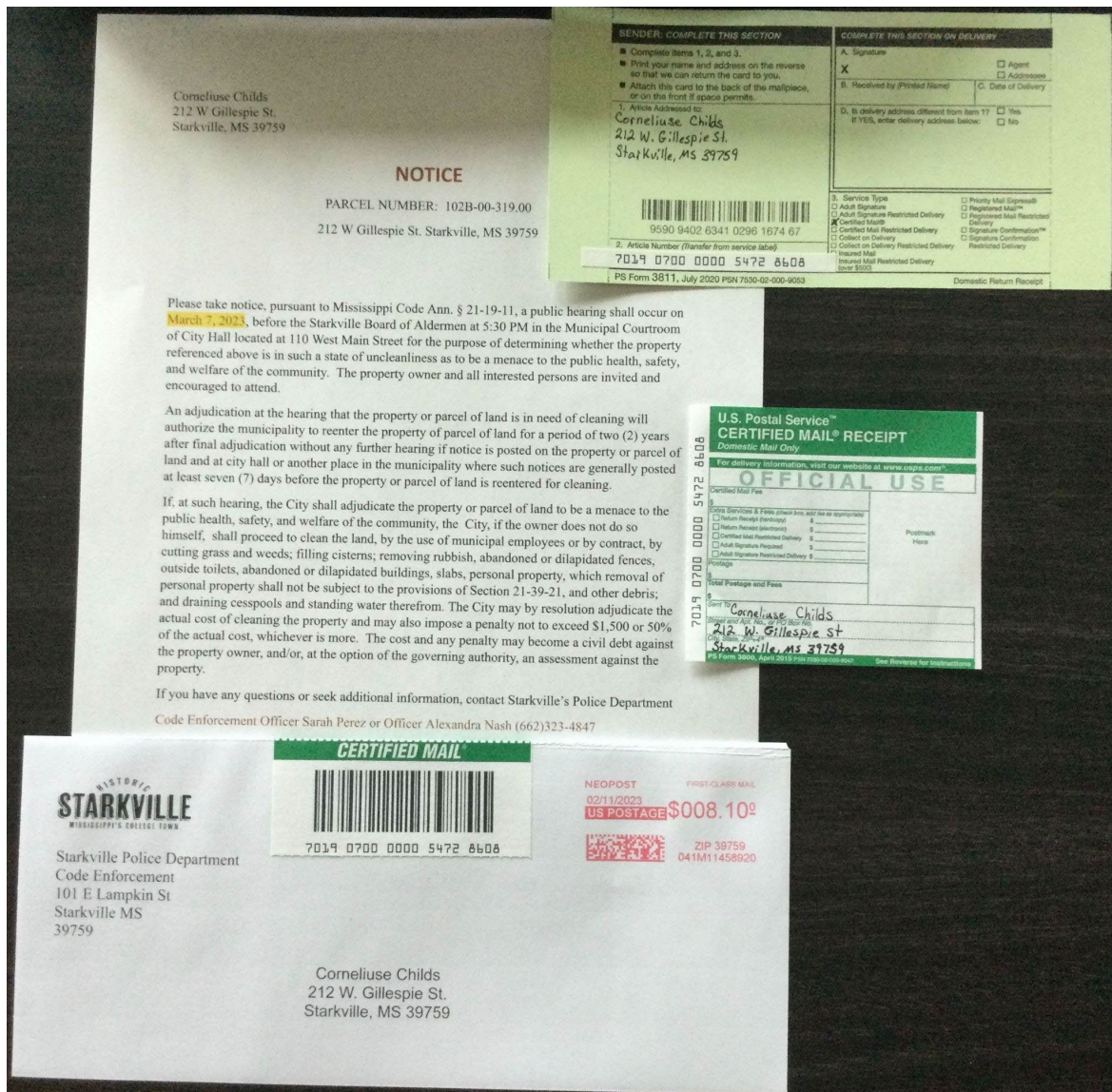
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:58:06	09:58:06	10:04:27		

Notes

2/13/2023 10:03:06 AM PEREZ, S
2/13/2023 10:04:18 AM PEREZ, S

CASE #23-0000008 LOCATION 212 GILLESPIE ST
MAILING CERTIFIED LETTER TO PROPERTY OWNER
LISTED AS CORNELIUSE CHILDS @ 212 W. GILLESPIE ST.
STARKVILLE, MS 39759



**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$4.15

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.63

Total Postage and Fees \$4.78

Sent To Corneliuse Childs
Street and Apt. No., or PO Box No. 212 W. Gillespie St
City, State, ZIP+4® Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$4.15

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.63

Total Postage and Fees \$4.78

Sent To Corneliuse Childs
Street and Apt. No., or PO Box No. 212 W. Gillespie St
City, State, ZIP+4® Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$4.15

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.63

Total Postage and Fees \$4.78

Sent To Corneliuse Childs
Street and Apt. No., or PO Box No. 212 W. Gillespie St
City, State, ZIP+4® Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Letter was returned to sender.

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$4.15

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.63

Total Postage and Fees \$4.78

Sent To Corneliuse Childs
Street and Apt. No., or PO Box No. 212 W. Gillespie St
City, State, ZIP+4® Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

The photographs below were taken by Officer Sarah Perez at the third inspection on Saturday, Feb. 11, 2023, at approximately 11:29.

Call #	23-005252	Dispatcher	PEREZ, S
Date/Time	02/11/2023 11:29:14	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address
212 W. GILLESPIE ST. STARKVILLE , MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:29:14	11:29:14	11:36:15		

Notes

2/11/2023 11:29:52 AM	PERE Z, S	CASE #23-0000008
2/11/2023 11:30:05 AM	PERE Z, S	PUBLIC HEARING NOTICE POSTED
2/11/2023 11:36:07 AM	PERE Z, S	PHOTOS TAKEN





Photographs below were taken by Officer Sarah Perez, one week before submission of documents, on Wednesday, Feb. 22, 2023, at approximately 10:24.

Call #	23-006742	Dispatcher	MULLEN, T		
Date/Time	02/22/2023 10:24:48	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Recvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
212 W GILLESPIE ST					
STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:24:48	10:24:48	10:26:17		
TEXIDOR, G	10:25:15		10:26:26	10:26:26	
PEREZ, S	10:26:29	10:26:32	10:30:04		
COLEMAN, G	10:26:49	10:26:51	10:30:03		
Notes					
2/22/2023 10:27:09 AM		PERE Z, S	CASE #23-0000008		
2/22/2023 10:29:30 AM		PERE Z, S	PHOTOS TAKEN		





45. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of February 27, 2023 for fiscal year ending 9/30/23, 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 Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

General Fund	001	\$ 543,459.85
Airport Fund	015	74,775.25
Restricted Airport	016	56,360.37
Sanitation	022	47,881.42
Industrial Park Bond	303	15,773.62
Main Street Improv Project	311	5,830.90
2023 Parks Capital Fund	312	1,096.04
Public Improv Bonds 2018	319	6,862.46
Park and Rec Tourism	375	86,182.00
Park Bond - 2020	380	316,691.59
Economic Dev, Tourism	630	134,473.29
Payroll Fund	681	10,369.31
Sub Total Before Utilities		\$1,299,756.10
Utilities Dept.	SED	1,240,078.93
Total Claims	Total	\$ 2,539,835.03

46. MOTION TO RECESS UNTIL MARCH 21, 2023 @ 5:30 IN THE COURT ROOM AT 110 W MAIN ST.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until March 21, 2023 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	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 7th DAY OF MARCH, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK