



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
December 5, 2023**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

Board of Aldermen
Ben Carver
Sandra Sistrunk
Jeffrey Rupp
Mike Brooks
Hamp Beatty
Henry Vaughn, Sr.

City Attorney
Berk Huskison

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Edward Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
Cody Burnett

Court Clerk
Monica Lairy

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, DECEMBER 5, 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 NOVEMBER 17, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

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

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

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

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

IX. MAYOR'S BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE LEASE AGREEMENT BETWEEN TITAN AVIATION AND THE CITY OF STARKVILLE FOR A SECOND JET A REFUELER TRUCK AT A ZERO LEASE COST PER MONTH BASIS.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF PERMISSION TO ADVERTISE FOR TERM BIDS FOR STREET IMPROVEMENT RELATED ITEMS INCLUDING ASPHALT, MILLING, STRIPING, AND PAVEMENT PRESERVATION.
2. CONSIDERATION OF ACCEPTING THE BASE BID, ALTERNATE 1 AND ALTERNATE 2 FROM R&J CONSTRUCTION CO. IN THE AMOUNT OF \$699,347.53 FOR THE 2023 ROADWAY BASE & SURFACING PROGRAM PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOW BIDDER.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 27, 2022 FOR FISCAL YEAR ENDING 9/30/24, 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.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. CONSIDERATION OF APPROVAL OF THE 2024 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE AND IF THE GOVERNOR OF THE STATE OF MISSISSIPPI DESIGNATES ADDITIONAL DAYS AS PAID HOLIDAYS BY PROCLAMATION, THE MAYOR MAY DESIGNATE SUCH ADDITIONAL DAYS AS PAID HOLIDAYS FOR ELIGIBLE EMPLOYEES.
2. REQUEST AUTHORIZATION TO HIRE BRIAN SAENZ AS A INTERN FOR THE STARKVILLE UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE ALEXANDRA NASH AS A CERTIFIED POLICE OFFICER.
4. REQUEST AUTHORIZATION TO HIRE GABRIEL STEENWYK AS A CODE ENFORCEMENT OFFICER.
5. REQUEST AUTHORIZATION TO HIRE FRANK WITTMANN AS A UTILITY LOCATOR TECHNICIAN IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE STEVEN BRASHER AND RYAN EZELL AS COMMERCIAL DRIVERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE BRIAN FLAHERTY, STEPHAN MILLER AND DARIEN RIVERA AS NON-CERTIFIED FIREFIGHTERS.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19 FROM TRANSARMOUR INC. TO PURCHASE A 10-100KVA PADMOUNT TRANSFORMERS IN THE AMOUNT OF \$75,500.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Litigation Update
- Personnel Matter

XV. OPEN SESSION

XVI. RECESS UNTIL DECEMBER 19, 2023 @ 5:30 PM 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.

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
NOVEMBER 17, 2023**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, November 17, 2023 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn. City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin were also present.

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

Mayor Spruill introduced Fire Chief Charles Yarbough who along with Freddie Parker, Director of Operations for Pafford EMS, gave an annual overview of services. They noted 2,550 calls had been received in the past twelve months with 66% transported. They also reported the average response time to be six minutes and twelve seconds.

Brandon Doherty, General Manager for Sports Facilities Companies, provided information on the upcoming 2024 sports year and planned events.

The Mayor and members of the Board discussed items on the upcoming November 21, 2023 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 5th DAY OF DECEMBER, 2023.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK/CFO



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
NOVEMBER 17, 2023
11:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. DISCUSSION OF THE PARKS PROGRAMMING FOR THE UPCOMING RECREATION AND TOURNAMENT SPORTS 2024 YEAR.**
- C. REPORT FROM THE FIRE DEPARTMENT ON THE PARTNERSHIP WITH PAFFORD.**
- D. DISCUSSION OF THE AGENDA ITEMS FOR THE NOVEMBER 21, 2023, MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- E. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, NOVEMBER 17, 2023**

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

The public and media are invited to attend.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 12-5-23
PAGE: 1 of 73

SUBJECT: Request approval of the minutes of the November 21, 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:

Joanna McLaurin, Deputy City Clerk or Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the November 21, 2023 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 21, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on November 21, 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, Alderman Sandra Sistrunk, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and Deputy City Clerk Joanna McLaurin. Aldermen Ben Carver appeared telephonically.

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.

There being no changes, the Mayor called for a motion to approve the amended agenda with consent items as amended.

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

Alderman Brooks offered a motion, duly seconded by Alderman Sistrunk, to approve the November 21, 2023 Official Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Absent
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
RECESS MEETING OF TUESDAY, NOVEMBER 21, 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 NOVEMBER 3, 2023 WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN.**

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 7, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN.

V. **ANNOUNCEMENTS AND COMMENTS**

A. MAYOR’S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

VIII. **PUBLIC HEARINGS**

IX. **MAYOR’S BUSINESS**

A. CONSIDERATION OF APPROVING THE CONTRACT FOR THE SHARED USE OF THE TENNIS COURTS LOCATED ON THE GROUNDS OF THE STARKVILLE HIGH SCHOOL.

X. **BOARD BUSINESS**

THERE ARE NO ITEMS FOR THIS AGENDA

XI. **DEPARTMENT BUSINESS**

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 23-08: A REQUEST FOR FINAL PLAT APPROVAL FOR “BELLAMARE SUBDIVISION” ON THE WEST SIDE OF HIGHWAY 12 EAST APPROXIMATELY 940’ SOUTH OF EAST GARRARD ROAD IN A C ZONING DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING CHANGE ORDER #2 FOR AN INCREASE OF \$12,056.22 TO THE CONSTRUCTION CONTRACT WITH KILLEN CONTRACTORS FOR THE OFF-CORRIDOR 13KV ELECTRICAL IMPROVEMENTS FOR HIGHWAY 182 REVITALIZATION.

2. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH NEEL-SCHAFER FOR THE DESIGN OF THE OLD MAYHEW RECLAMATION & REALIGNMENT PROJECT.

3. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH

BURNS COOLEY DENNIS, INC. IN THE AMOUNT OF \$12,000.00 TO COMPLETE ROADWAY BORINGS FOR THE HIGHWAY 182 REVITALIZATION PROJECT.

4. CONSIDERATION OF APPROVING THE AMENDMENT TO THE 2023 STREET IMPROVEMENT PROJECT STREET LISTING.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 13, 2023 FOR FISCAL YEAR ENDING 9/30/24, 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. ACCEPTANCE OF THE OCTOBER 2023 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR CHIEF YARBROUGH TO TRAVEL TO RIDGELAND, MS TO ATTEND THE 2024 MID-WINTER MISSISSIPPI FIRE CHIEFS CONFERENCE JANUARY 30 – FEBRUARY 1, 2024 AT AN APPROXIMATE COST OF \$650.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE TYLER JEFFERSON AND DYLAN COLEMAN AS FULL TIME SANITATION WORKERS.
2. REQUEST AUTHORIZATION TO HIRE ROBERT ATKINS AS A BILLING & METER SYSTEM SUPERVISOR IN STARKVILLE UTILITIES.
3. REQUEST AUTHORIZATION TO HIRE SAMANTHA GOZA AS A BUSINESS SERVICE MANAGER IN STARKVILLE UTILITIES.
4. REQUEST AUTHORIZATION TO HIRE RENARDO PRATER AS A SANITATION WORKER.
5. REQUEST APPROVAL OF THE PROMOTION OF NICHOLAS PEARSON TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE EDDIE HEARD, JR. AS A NON-CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE JACKSON FRENCH AND JOHN AUSTIN SMITH AS NON-CERTIFIED POLICE OFFICERS.
8. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY COO/HRD NAV ASHFORD AS A RESULT OF A DISCIPLINARY ISSUE FOR A CITY OF STARKVILLE EMPLOYEE.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO MUTUALLY RESCIND THE CONTRACT WITH LIVE WIRE ELECTRIC FOR ELECTRICAL HOOKUPS IN THE SPORTSPLEX CENTER FOR THE GYM CURTAIN AND REQUOTE THE PROJECT.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST PERMISSION TO ACCEPT A GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$3,750.00, WITH A LOCAL MATCH OF \$1,250.00.
- b. REQUEST APPROVAL TO REPLACE THE EXISTING RUPTURED HEAT EXCHANGER AT THE LOWEST QUOTE FROM BRISLIN, INC. OPTION 2 – NAVIEN NP 210S2 TANKLESS WATER HEATER AT A COST OF \$7,550.00.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE THE SOLE SOURCE QUOTE FROM H&R AGRI-POWER FOR REPAIRS TO THE WWTP KUBOTA TRACTOR IN THE AMOUNT OF \$6,339.82.
2. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM CENTRAL PIPE FOR MATERIALS FOR THE OLD WEST POINT ROAD WATERLINE REPLACEMENT PROJECT IN THE AMOUNT OF \$88,147.23.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 5, 2023 @ 5:30 IN THE COURT ROOM, 110 WEST MAIN STREET.

Consent items 2 –23:

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the November 3, 2023 Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 7, 2023 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the November 7, 2023 Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION TO APPROVE THE CONTRACT FOR THE SHARED USE OF THE TENNIS COURTS LOCATED ON THE GROUNDS OF THE STARKVILLE HIGH SCHOOL.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the contract for the shared use of the tennis courts located on the grounds of the Starkville High School” is enumerated, this consent item is thereby approved.

TENNIS COMPLEX USE AND MANAGEMENT AGREEMENT

This agreement is entered into by and between the CITY OF STARKVILLE, MISSISSIPPI ("City") and the STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT ("School District").

WHEREAS, the parties believe that public tennis courts on the campus of Starkville High School, managed and maintained by the School District, but with collective input by the City, will allow economies of scale, resulting in a tennis complex superior to what any party could construct and maintain alone, and that represents the most economic use of funds, and the most efficient provision of services and facilities in a manner that will best serve the needs of the entire community.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and covenant as follows:

1. The School District and the City agree that the School District shall manage and maintain the tennis complex under the terms and conditions more fully described below.
2. This agreement shall commence on January 1, 2024, and run through December 31, 2028. Thereafter, for a single automatic renewal period of 5 years.
3. The tennis complex located on the campus of Starkville High School is a public facility. It will be operated, managed and maintained for the use and benefit of the Starkville High School tennis team and the general public. It will not be necessary for any person desiring to play on the tennis courts to be a member of any organization or club. Except as set out herein below at least one court shall be made available on a first come-first served basis, and such court may not be reserved in advance by any person or group.

4. Notwithstanding any other provision of this Agreement, the Starkville High School tennis team shall have priority for use of the tennis courts for scheduled practices, matches and tournaments. The dates and times of those practices, matches and tournaments will be posted on the court registration system maintained on the Starkville Parks and Recreation website. During those times the Starkville High School tennis team shall have exclusive access to all courts in the tennis complex. In the event a match or tournament is by necessity rescheduled, the Starkville High School tennis team shall give notice of all such changes on the court registration system maintained at the Starkville Parks and Recreation website as soon as practicable. Similarly, the City may use all of the courts in the tennis complex for a tournament so long as the tournament is scheduled on the court registration system maintained on the Starkville Parks and Recreation website no less than two (2) weeks in advance, and so long as the tournament sought to be scheduled by the City does not conflict with a scheduled practice, match or tournament for the Starkville High School tennis team.

5. The Parties agree to work together to schedule and organize the use of the courts. This collaboration is the best process to assure the highest quality tennis courts, while at the same time having courts which are available for public use.

6. The School District shall be responsible for the care and maintenance of the tennis complex in a first-class condition. However, the City shall contribute to the regular upkeep of the facility. Costs to cover periodic renovation and maintenance of court surfaces and associated facilities, such as lights, sprinklers, fencing and the like, will be shared equally by the City and the School District with such opportunities for additional funding being pursued through community sources. In exchange, the School District grants to the City access to the tennis complex as governed herein. This access shall survive the termination of this Agreement. The cost of

renovation and maintenance of the tennis complex will be reviewed by the parties periodically. The estimated annual cost will be determined by the parties after reviewing the costs and expenses of operating the complex and bargaining in good faith to arrive at an appropriate estimate. The City shall provide utilities to the tennis complex at a cost and arrangement consistent with how it provides utilities to other School District athletic properties.

7. The Parties shall share administrative responsibility for the day-to- day scheduling and operation of the tennis complex. All members of the public may play on the courts regardless of sex, race, creed, color, religion, marital status, handicap, or national origin. Normal hours of operation of the tennis complex shall be from 6:00 a.m. to 9:00p.m. daily. These hours of operation may be altered for special situations. For example, the time for play may be extended during tournaments, or courts may be closed due to conditions that would endanger players or damage courts, and at times when weather makes play impossible or unsafe.

8. The parties may adopt reasonable rules and regulations for the use of the facility, which rules and regulations will not be so burdensome upon the public as to have a chilling effect on the public use of the complex. Those rules and regulations may include the following provisions:

- A. Persons desiring to play tennis at the complex shall sign up for a court on the court registration system maintained on the Starkville Parks and Recreation website.
- B. Possession or use of drugs or alcohol at the complex is prohibited.
- C. No smoking is allowed at the complex.
- D. No profane or vulgar language is allowed at the complex.
- E. Priority reservations will be as follows: 1) the Starkville High School tennis team for matches, practice and tournaments; 2) the general public.

F. No priority exists for general daily play. Courts shall be reserved on a first scheduled-first reserved basis.

9. Nothing in this agreement shall be construed to create a partnership or a joint venture between the parties as to the care, maintenance, or operation of the tennis complex.

10. The City relinquishes and discharges the School District, and their officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the City's use of the tennis complex whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

11. The School District relinquishes and discharges the City, and their officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the School District's use of the tennis complex whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

12. If either party desires to terminate this agreement with or without cause prior to the end of the existing agreement and automatic renewal period, notice of such termination shall be provided 90 days prior to such termination. Any improvements made by the City shall be amortized for the period of the agreement and adjusted for potential compensation to the City with the courts remaining as the improved property of the School District.

12. This agreement contains the entire agreement and understanding between the parties. All prior understandings, terms or conditions are deemed merged into this agreement. This

agreement may not be changed orally or informally, but only by an agreement in writing and executed by all the parties hereto, having first been spread upon the minutes of the Mayor and the Board of Aldermen of the City of Starkville and the Board of Trustees of the Starkville Oktibbeha Consolidated School District.

13. Neither this agreement, nor any obligation of any party hereunder, is assignable in whole or in part.

14. Miscellaneous provisions:

A. This agreement shall be construed and enforced according to the laws of the State of Mississippi.

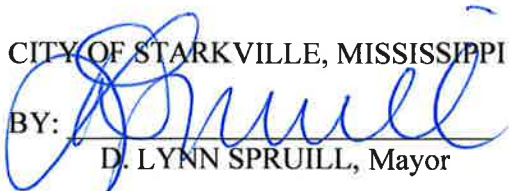
B. In construing this agreement feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural titles shall be substituted for singular and singular for plural in any place in which the content so requires.

C. The covenants, terms, conditions, provisions, and undertakings in this agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

D. If any provision of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.

WITNESS OUR SIGNATURES, this the 22 day of November, 2023

CITY OF STARKVILLE, MISSISSIPPI

BY: 

D. LYNN SPRUILL, Mayor

ATTEST:

LESA HARDIN
City Clerk

(SEAL)

STARKVILLE OKTIBBEHA CONSOLIDATED
SCHOOL DISTRICT

BY: _____
JAMILA TAYLOR, President, Board of
School Trustees

ATTEST:

DR. TONY MCGEE
Superintendent

(SEAL)

ATTEST:

CYNDI SULLIVAN, Secretary

5. CONSIDERATION TO APPROVE FP 23-08: A REQUEST FOR FINAL PLAT APPROVAL FOR “BELLAMARE SUBDIVISION” ON THE WEST SIDE OF HIGHWAY 12 EAST APPROXIMATELY 940’ SOUTH OF EAST GARRARD ROAD IN A C ZONING DISTRICT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of FP 23-08: a request for final plat approval for “Bellamare Subdivision” on the west side of highway 12 east approximately 940’ south of east Garrard Road in a C zoning district” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVING CHANGE ORDER #2 FOR AN INCREASE OF \$12,056.22 TO THE CONSTRUCTION CONTRACT WITH KILLEN CONTRACTORS FOR THE OFF-CORRIDOR 13KV ELECTRICAL IMPROVEMENTS FOR HIGHWAY 182 REVITALIZATION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the change order #2 for an increase of \$12,056.22 to the construction contract with Killen Contractors for the off-corridor 13kv electrical improvements for Highway 182 revitalization” is enumerated, this consent item is thereby approved.



November 2, 2023

Sent by Email

Chris Williams, P.E.
City of Starkville
110 West Main Street
Starkville, Mississippi 39759

Re: Change Order #2
Construction of Highway 182 Off-Corridor 13 kV Electric Distribution Improvements
City of Starkville

Chris,

Please find enclosed a copy of Change Order #2. This Change Order ADDS \$12,056.22 to the Contract Sum for Work with a cost breakdown as follows:

- Add and delete Work as shown on the attached Change Order Detail Sheet as directed during construction of the project by Field Order. This change INCREASES the Contract Sum by \$523.82. This change does not impact the Contract Time.
- Add \$11,532.70 to the Contract Sum for Owner requested change from preformed ties to armor rods on poles supporting 336.4 kCMIL or 477.0 kCMIL ACSR phase conductors. This change does not impact the Contract Time.

Please have this Change Order signed and dated with original blue ink signatures and return it to me via email. Feel free to contact me if you have any questions.

Best regards,

ATWELL & GENT, P.A.
CONSULTING ENGINEERS

Jeffrey Atwell, P.E.
President

Enclosures

cc: Edward Kemp, P.E.
Mary Williams, P.E.
File P/N 101E3143



Contract Administration

G701 Change Order

(Instructions on the reverse side)

Distribution List:

Owner X
Architect X
Contractor X
Field _____
Other _____

PROJECT (Name and address):

Construction of Off-Corridor 13 kV Electrical
Improvements for Highway 182 Revitalization

TO CONTRACTOR (Name and address):

Killen Contractors, Inc.
167 Gulde Road
Brandon, MS 39042

CHANGE ORDER NUMBER: 002

DATE: October 29, 2023

ARCHITECT'S PROJECT NUMBER: 101E3143

CONTRACT DATE: May 10, 2022

CONTRACT FOR: Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Refer to Exhibit "A".

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 1,581,222.96
The net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 1,581,222.96
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 12,056.52
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 1,593,279.48
The Contract Time will be (increased) (decreased) (unchanged) by	Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is	July 30, 2023

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Atwell & Gent, P.A.

ARCHITECT (Firm name)

309 University Drive

ADDRESS

Starkville, MS 39759

Jeffrey Atwell
BY (Signature)

Jeffrey Atwell

(Typed name)

10/29/2023

DATE

Killen Contractors, Inc.

CONTRACTOR (Firm name)

167 Gulde Road

ADDRESS

Brandon, MS 39042

William R. Vaughan IV
BY (Signature)

William R. Vaughan IV

(Typed name)

11-02-2023

DATE

City of Starkville

OWNER (Firm name)

City Hall, 110 West Main Street

ADDRESS

Starkville, MS 39759

Lynn Spruill
BY (Signature)

Lynn Spruill

(Typed name)

11/22/23

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures changes will not be obscured.

AIA Document G701 Change Order © 2001 The American Institute of Architects • Washington, DC • www.aia.org • **WARNING:** Reproduction, unlicensed photocopying or substantial quotation of the material herein without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

**CONSTRUCTION OF OFF-CORRIDOR 13 KVELECTRICAL IMRPOVEMENTS
FOR HIGHWAY 182 REVITILIZATION PROJECT
CITY OF STARKVILLE
STARVKILLE, MISSISSIPPI**

**EXHIBIT "A"
PROJECT NO.: 101E3135
OCTOBER 29, 2023**

- A. Add and delete Work as shown on the attached Change Order Detail Sheet as directed during construction of the project by Field Order. This change INCREASES the Contract Sum by \$523.82. This change does not impact the Contract Time.
- B. ADD \$11,532.70 to the Contract Sum for Owner requested change from preformed ties to armor rods on poles supporting 336.4 kCMIL or 477.0 kCMIL ACSR phase conductors. Refer to attached letter and supporting backup.

Change Order #2 - Unit Price Detail Sheet							
Pay Item	Description	Unit	Units Added	Units Deleted	Unit Price	Total Price	Location No.
33 71 00.8	Distribution Assembly A-5.01 Installed	EA		3	\$425.16	(\$1,275.48)	101
33 71 00.9	Distribution Assembly A-5.1 Installed	EA	5		\$608.25	\$3,041.25	101
33 71 00.17	Distribution Assembly C-4.2 Installed	EA	1		\$1,997.75	\$1,997.75	101
33 71 00.46	Distribution Assembly S-1.02 Installed	EA	2		\$617.26	\$1,234.52	101
33 71 00.73	Distribution Assembly A-1.011 Removed	EA	2		\$158.92	\$317.84	101
33 71 00.75	Distribution Assembly A-5.01 Removed	EA		1	\$222.72	(\$222.72)	101
33 71 00.94	Distribution Assembly C-6.93F Removed	EA	2		\$756.32	\$1,512.64	101
33 71 00.96	Distribution Assembly E1-2GSI Removed	EA	3		\$168.20	\$504.60	101
33 71 00.98	Distribution Assembly F-2.10 Removed	EA	2		\$232.00	\$464.00	101
33 71 00.57	477.0 kCMIL ACSR Conductor Installed	LF	690		\$4.94	\$3,408.60	102
33 71 00.58	#4/0 ACSR Conductor Installed	LF	230		\$2.81	\$646.30	102
33 71 00.03	50/2 Concrete Pole Installed (Delete Labor Only)	EA		1	\$1,136.80	(\$1,136.80)	106
33 71 00.23	Distribution Assembly C-6.93F Installed (Delete Labor Only)	EA		1	\$2,526.48	(\$2,526.48)	106
33 71 00.24	Distribution Assembly E1-2 Installed (Delete Labor Only)	EA		2	\$481.40	(\$962.80)	106
33 71 00.27	Distribution Assembly E1-3GSI Installed (Delete Labor Only)	EA		4	\$542.88	(\$2,171.52)	106
33 71 00.3	Distribution Assembly F-2.10 Installed (Delete Labor Only)	EA		2	\$481.40	(\$962.80)	106
33 71 00.32	Distribution Assembly F-2.20 Installed (Delete Labor Only)	EA		2	\$452.40	(\$904.80)	106
33 71 00.35	Distribution Assembly G-2.1 Installed (Delete Labor Only)	EA		1	\$1,827.00	(\$1,827.00)	106

Change Order #2 - Unit Price Detail Sheet							
Pay Item	Description	Unit	Units Added	Units Deleted	Unit Price	Total Price	Location No.
33 71 00.38	Distribution Assembly H-1.1C Installed (Delete Labor Only)	EA		1	\$266.65	(\$266.65)	106
33 71 00.41	Distribution Assembly J-5.1 Installed (Delete Labor Only)	EA		1	\$174.00	(\$174.00)	106
33 71 00.42	Distribution Assembly K-1.1 Installed (Delete Labor Only)	EA		1	\$83.52	(\$83.52)	106
33 71 00.57	477.0 kCMIL ACSR Conductor Installed	LF		804	\$4.94	(\$3,971.76)	106
33 71 00.58	#4/0 ACSR Conductor Installed	LF		268	\$2.81	(\$753.08)	106
33 71 00.68	40/2 Wood Pole Removed	EA		1	\$541.72	(\$541.72)	106
33 71 00.77	Distribution Assembly B-5.21 Removed	EA		1	\$359.60	(\$359.60)	106
33 71 00.95	Distribution Assembly E1-2 Removed	EA		1	\$168.20	(\$168.20)	106
33 71 00.98	Distribution Assembly F-2.10 Removed	EA		1	\$232.00	(\$232.00)	106
33 71 00.102	Distribution Assembly G-2.1 Removed	EA		1	\$704.12	(\$704.12)	106
33 71 00.105	Distribution Assembly H-1.1 Removed	EA		1	\$41.76	(\$41.76)	106
33 71 00.122	#2 ACSR Conductor Removed	LF		564	\$0.42	(\$236.88)	106
33 71 00.19	Distribution Assembly C-5.72F Installed	EA	1		\$1,410.42	\$1,410.42	1302
33 71 00.23	Distribution Assembly C-6.93F Installed	EA	1		\$3,494.27	\$3,494.27	1302
33 71 00.27	Distribution Assembly E1-3GSI Installed	EA	3		\$740.30	\$2,220.90	1302
33 71 00.32	Distribution Assembly F-2.20 Installed	EA	2		\$843.91	\$1,687.82	1302
33 71 00.46	Distribution Assembly S-1.02 Installed	EA	3		\$617.26	\$1,851.78	1302
33 71 00.48	Distribution Assembly S-2.32 Installed	EA		1	\$10,621.59	(\$10,621.59)	1102

Change Order #2 - Unit Price Detail Sheet							
Pay Item	Description	Unit	Units Added	Units Deleted	Unit Price	Total Price	Location No.
33 71 00.49	Distribution Assembly S-2.33 Installed	EA	1		\$10,325.18	\$10,325.18	1102
33 71 00.92	Distribution Assembly C-5.72F Removed	EA	1		\$481.40	\$481.40	1302
33 71 00.94	Distribution Assembly C-6.72F Removed	EA	1		\$756.32	\$756.32	1302
33 71 00.96	Distribution Assembly E1-2GSI Removed	EA	3		\$168.20	\$504.60	1302
33 71 00.113	Distribution Assembly S-1.01 Removed	EA	3		\$80.04	\$240.12	1302
33 71 00.03	50/2 Concrete Pole Installed	EA		1	\$4,355.04	(\$4,355.04)	1303
33 71 00.13	Distribution Assembly C-1.78F Installed	EA		1	\$1,209.53	(\$1,209.53)	1303
33 71 00.19	Distribution Assembly C-5.72F Installed	EA		1	\$141.42	(\$141.42)	1303
33 71 00.38	Distribution Assembly H-1.1C Installed	EA		1	\$266.65	(\$266.65)	1303
33 71 00.4	Distribution Assembly J-5.1 Installed	EA		1	\$97.85	(\$97.85)	1303
33 71 00.57	477.0 kCMIL ACSR Conductor Installed	LF		315	\$4.94	(\$1,556.10)	1303
33 71 00.58	#4/0 ACSR Conductor Installed	LF		105	\$2.81	(\$295.05)	1303
33 71 00.03	50/2 Concrete Pole Installed	EA		1	\$4,355.04	(\$4,355.04)	1304
33 71 00.13	Distribution Assembly C-1.78F Installed	EA		1	\$1,209.53	(\$1,209.53)	1304
33 71 00.36	Distribution Assembly G-2.1N Installed	EA		1	\$3,427.57	(\$3,427.57)	1304
33 71 00.38	Distribution Assembly H-1.1C Installed	EA		1	\$266.65	(\$266.65)	1304
33 71 00.4	Distribution Assembly J-5.1 Installed	EA		1	\$97.85	(\$97.85)	1304
33 71 00.41	Distribution Assembly J-5.3 Installed	EA	1		\$104.19	\$104.19	1304

Change Order #2 - Unit Price Detail Sheet							
Pay Item	Description	Unit	Units Added	Units Deleted	Unit Price	Total Price	Location No.
33 71 00.42	Distribution Assembly K-1.1 Installed	EA		1	\$104.35	(\$104.35)	1304
33 71 00.45	Distribution Assembly Q-1.3 Installed	EA		1	\$4,216.67	(\$4,216.67)	1304
33 71 00.57	477.0 kCMIL ACSR Conductor Installed	LF		408	\$4.94	(\$2,015.52)	1304
33 71 00.58	#4/0 ACSR Conductor Installed	LF		136	\$2.81	(\$382.16)	1304
33 71 00.68	40/2 Wood Pole Removed	EA		1	\$541.72	(\$541.72)	1304
33 71 00.105	Distribution Assembly H-1.1 Removed	EA		1	\$41.76	(\$41.76)	1304
33 71 00.111	Distribution Assembly Q-1.3 Removed	EA		1	\$963.96	(\$963.96)	1304
33 71 00.03	50/2 Concrete Pole Installed	EA		1	\$4,355.04	(\$4,355.04)	1305
33 71 00.11	Distribution Assembly C-1.72F Installed	EA		1	\$1,114.40	(\$1,114.40)	1305
33 71 00.38	Distribution Assembly H-1.1C Installed	EA		1	\$266.65	(\$266.65)	1305
33 71 00.4	Distribution Assembly J-5.1 Installed	EA		2	\$97.85	(\$195.70)	1305
33 71 00.57	477.0 kCMIL ACSR Conductor Installed	LF		378	\$4.94	(\$1,867.32)	1305
33 71 00.58	#4/0 ACSR Conductor Installed	LF		126	\$2.81	(\$354.06)	1305
33 71 00.68	40/2 Wood Pole Removed	EA		1	\$541.72	(\$541.72)	1305
33 71 00.105	Distribution Assembly H-1.1 Removed	EA		1	\$41.76	(\$41.76)	1305
33 71 00.26	Distribution Assembly E1-2GSI Installed	EA	2		\$678.76	\$1,357.52	1306
33 71 00.32	Distribution Assembly F-2.20 Installed	EA	1		\$843.91	\$843.91	1306
33 71 00.03	50/2 Concrete Pole Installed	EA		1	\$4,355.04	(\$4,355.04)	1307

Change Order #2 - Unit Price Detail Sheet							
Pay Item	Description	Unit	Units Added	Units Deleted	Unit Price	Total Price	Location No.
33 71 00.22	Distribution Assembly C-6.73F Installed	EA		1	\$2,974.43	(\$2,974.43)	1307
33 71 00.26	Distribution Assembly E1-2GSI Installed	EA		1	\$678.76	(\$678.76)	1307
33 71 00.38	Distribution Assembly H-1.1C Installed	EA		1	\$266.65	(\$266.65)	1307
33 71 00.4	Distribution Assembly J-5.1 Installed	EA		2	\$97.85	(\$195.70)	1307
33 71 00.46	Distribution Assembly S-1.02 Installed	EA		3	\$617.26	(\$1,851.78)	1307
33 71 00.22	Distribution Assembly C-6.73F Installed	EA	1		\$2,974.43	\$2,974.43	1308
33 71 00.26	Distribution Assembly E1-2GSI Installed	EA	2		\$678.76	\$1,357.52	1308
33 71 00.32	Distribution Assembly F-2.20 Installed	EA	1		\$843.91	\$843.91	1308
33 71 00.84	Distribution Assembly C-1.72F Removed	EA	1		\$321.32	\$321.32	1308
33 71 00.118	Distribution Assembly J-5.1 Removed	EA	1		\$41.76	\$41.76	1308
33 71 00.03	50/2 Concrete Pole Installed	EA	1		\$4,355.04	\$4,355.04	1309
33 71 00.16	Distribution Assembly C-2.72F Installed	EA	1		\$1,890.44	\$1,890.44	1309
33 71 00.19	Distribution Assembly C-5.72F Installed	EA	1		\$1,410.42	\$1,410.42	1309
33 71 00.26	Distribution Assembly E1-2GSI Installed	EA	2		\$678.76	\$1,357.52	1309
33 71 00.32	Distribution Assembly F-2.20 Installed	EA	1		\$843.91	\$843.91	1309
33 71 00.4	Distribution Assembly H-1.1C Installed	EA	1		\$97.85	\$97.85	1309
33 71 00.46	Distribution Assembly S-1.02 Installed	EA	3		\$617.24	\$1,851.72	1309
33 71 00.57	477.0 kCMIL ACSR Conductor Installed	LF	315		\$4.94	\$1,556.10	1309



Dear Mr. Atwell. At the owner's request, on the Starkville Hwy 182 off corridor project, we used armor rods and conventional tie wire. We incurred additional costs related to this change. The additional material cost is \$11,532.70 and the additional labor cost is \$2880. I have attached invoices related to the additional material required. The additional labor is calculated at \$10x288 sets of armor rods installed.

Thanks

A handwritten signature in blue ink, which appears to read "William R. Vaughan". The signature is fluid and cursive, with a large, stylized "W" and "V".

William R Vaughan

President

Killen Contractors, Inc.



www.irby.com
815 Irby Drive • Jackson, MS 39215

STUART C IRBY BR 1093 SALT LAKE CTY
6312 WEST BEAGLEY ROAD
WEST VALLEY CITY UT 84128

Fax

total material
\$10,028.44
with markup 70
\$11,532.

INVOICE

INVOICE DATE	ORDER NUMBER
02/16/23	S013416744.001
PLEASE REMIT PAYMENT TO:	
STUART C IRBY CO PO Box 741001 ATLANTA GA 30384	
TO VIEW OR PAY ONLINE GO TO:	http://irby.billtrust.com
USE THIS ENROLLMENT TOKEN	RKZ HVZ HKG

SHIP TO

KILLEN CONTRACTORS INC
PO BOX 786
BRANDON MS 39043-0786

KILLEN CONTRACTORS
167 GULDE ROAD
BRANDON MS 39042-9507

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON	
31150	STARKVILLE	WILL V	8200020169 9/2015	Norman A Engler	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
Charles G Smith	BW BEST-WAY	Net Next End of Month	02/16/23	02/16/23	
LINE	DESCRIPTION	ORDER QTY	SHIP QTY	NET UNIT PRC	EXT AMOUNT
1	PREF AR-0134 ARMOR RODS .846-.907 SHIPPED OD 2/17/23 08616865427	63	63	34.250E	2157.75
OK w/ RCD Starkville					
Register Today with your Irby Customer Number! www.irby.com Easily view your invoices, review open orders, determine proof of delivery signatures					

Invoice is due by 03/31/23.

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED
EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE
INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms.
ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO
FORCE OR EFFECT

Subtotal	2157.75
S&H Charges	0.00
Sales Tax	0.00
AMOUNT DUE	2157.75



www.irby.com
815 Irby Drive • Jackson, MS 39215

STUART C IRBY BR1073 PORTLAND
3019 NE 170TH PL
PORTLAND OR 97230
Fax

INVOICE

INVOICE DATE	ORDER NUMBER
02/17/23	S013416744.003
PLEASE REMIT PAYMENT TO:	
STUART C IRBY CO PO Box 741001 ATLANTA GA 30384	
TO VIEW OR PAY ONLINE GO TO:	http://irby.billtrust.com
USE THIS ENROLLMENT TOKEN:	RKZ HVZ HKG

SHIP TO

KILLEN CONTRACTORS INC
PO BOX 786
BRANDON MS 39043-0786

KILLEN CONTRACTORS
167 GULDE ROAD
BRANDON MS 39042-9507

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON	
31150	STARKVILLE	WILL V	8200020169 9/2015	Norman A Engler	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
Charles G Smith	BW BEST-WAY	Net Next End of Month	02/17/23	02/16/23	
LINE	DESCRIPTION	ORDER QTY	SHIP QTY	NET UNIT PRG	EXT AMOUNT
1	*AFLT AAR215 ROD, ARMOR, SINGLE SUPPORT, BLUE	15	15	34.250E	513.75
OK WND					
Register Today with your Irby Customer Number! www.irby.com Easily view your invoices, review open orders, determine proof of delivery signatures					

Tracker # 1Z84Y06R0391000070

Invoice is due by 03/31/23.

Subtotal	513.75
S&H Charges	62.94
Sales Tax	0.00
AMOUNT DUE	576.69

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED
EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE
INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms.
ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO
FORCE OR EFFECT

ICAL LINE PRODUCTS CO.



P.O. BOX 217
AVON LAKE, OHIO 44012
PHONE 440-933-9283
FAX 440-933-5008

INVOICE NO. INVOICE DATE

18698

06/21/23

MARK NO.

S
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L
D
T
O

2204 B 4

Killen Contractors, Inc.
PO Box 786
Brandon, MS 39043
christy@killencontractors.com

S
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2204 S 4

Killen Contractors, Inc.
167 Gulde Road
Brandon, MS 39042

ORDER DATE		CUSTOMER ORDER NO.		REQ. DEL.	EST. DEL.	OUR ORDER NO.	FOB	VIA		
06/21/23		2015-10		06/21/23	06/21/23	2653	AVON LAKE, OH		TRUCK	
MARKET		NO.	COMPLETE	PARTIAL	QUOTATION REFERENCE		BACK ORDER NO.	TERMS	PPD SHIPPING CHARGES	
10		E	X					NET 30 DAYS	X ALLOWED	
ITEM NO.	UNITS ORDERED	UNITS BACK ORDERED	UNITS SHIPPED	DESCRIPTION				PACKAGES	UNIT PRICE	AMOUNT
1	100		100	AAR 536				6x15 1x10	44.00	4,400.00
									TOTAL	4,400.00 =====

REMARKS:

INVOICE
COPY 3

SELLER CERTIFIES THAT THE GOODS COVERED HEREBY WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 8, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF THE WAGE AND HOUR DIVISION ISSUED UNDER SECTION 14 THEREOF.
SELLER SHALL NOT BE LIABLE IF PERFORMANCE IS DELAYED OR PREVENTED BY CAUSES BEYOND ITS CONTROL, INCLUDING, BUT NOT LIMITED TO, LABOR DISPUTES, BREAKDOWN OR DESTRUCTION OF ITS PRODUCTION FACILITIES OR FAILURE OF MATERIAL OR LABOR SUPPLIES DUE TO ANY CAUSE WHATSOEVER, WAR OR OTHER ACTS OF THE PUBLIC ENEMY, ACTS OF GOD, OR GOVERNMENTAL REGULATION.
PRICES AND SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

LUMLEY ELECTRIC
BOX 1288
EAST PINE STREET
ATTIESBURG, MS 39403
601-544-7388

ORDER # 601174
Date: 06/21/23
Page No. 1
Order # : 601174

Sold
To

KTII

Killin Cor.

MATERIAL REC BY

Ship KTII

To WILL VAUGHN
662-571-8958

MPC : 3111 6943

Cust 1
Salesman 9

Ship date ASAP

Ship via Customer Pick
Terms Cash Sales

Quantity	Unit	Item Number	Description	Price	Unit	Extension
60	EACH	AR0132	ARMOR ROD 477 LONG PREFORMED AAR536	35.900	EACH	(Ordered)
50	EACH	AR0124	ARMOR ROD 4/0 SHORT PREFORMED AAR528	14.800	EACH	(Ordered)

Str: Reg: Drw: 9 Usr:EG 07:10

Sale Amt 2,894.00

Sales Tax

Total

Pmt Rec'd

Bal Due

2894.00

Authorized Signature

7. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH NEEL-SCHAFER FOR THE DESIGN OF THE OLD MAYHEW RECLAMATION & REALIGNMENT PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the professional services agreement with Neel-Schaffer for the design of the Old Mayhew reclamation & realignment project” is enumerated, this consent item is thereby approved.



November 10, 2023

City of Starkville
ATTN: Mayor Lynn Spruill
110 West Main Street
Starkville, MS 39759

**RE: OLD MAYHEW ROAD RECLAMATION & EAST LEE INTERSECTION REALIGNMENT
STARKVILLE PROJECT REF # 23024**

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services as defined in Exhibit A, Scope of Services, for the above referenced project. NSI proposes to perform these services hourly, not-to exceed the following limits per scope:

	Old Mayhew Road Reclamation	Old Mayhew Road @ East Lee Boulevard T-Intersection Realignment	Old Mayhew Road @ East Lee Boulevard Roundabout
Design	\$85,000	\$70,000	\$45,000
Bidding	\$10,000	\$5,000	
CE&I	\$46,000	\$45,000	

All services proposed herein will be performed in accordance with the General Terms and Conditions in Exhibit B, and our hourly rates will utilize our raw wage rates times a 2.9 labor mark-up (LMU). NSI will bill you monthly based on the amount of work completed, and upon receipt of your acceptance, we will proceed with the services.

This Letter Agreement, consisting of one page; Exhibit A, consisting of seven pages; and Exhibit B, consisting of three pages represent the entire agreement between the City of Starkville and Neel-Schaffer, Inc. This Letter Agreement and the exhibits may only be modified or amended by a duly executed written document.

If the terms of this Agreement are acceptable, please execute the original and return a copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,
NEEL-SCHAFFER, INC.

Kevin Stafford, P.E.
Vice President

ACCEPTED: CITY OF STARKVILLE

BY:

DATE:

11/22/23

P: 662.268.7966 | F: 662.268.7961

1115 Stark Road
Starkville, MS 39760

www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects



EXHIBIT A

SCOPE OF SERVICES

OLD MAYHEW ROAD RECLAMATION (DESIGN, BIDDING, AND CE&I)

OLD MAYHEW ROAD @ EAST LEE BOULEVARD T-INTERSECTION REALIGNMENT (DESIGN, BIDDING, CE&I)

OLD MAYHEW ROAD @ EAST LEE BOULEVARD ROUNDABOUT (DESIGN ONLY)

The scope below covers the design, bidding, and construction engineering and inspection for all 3 projects listed above. Each scope is general in nature to define the services covered for each project scope, as approved by the Owner.

TOPOGRAPHIC AND BOUNDARY SURVEY

GENERAL INFORMATION:

1. Survey limits will consist of the area shown below in red.
2. Map scale shall be minimum of 1" = 30'. Scale shall be as large as possible to fit on 24 x 36 sheet.
3. Title block shall include name of client (owner); name, address, and registration number of Engineer/Surveyor; date and Engineer's/Surveyor's file number.
4. Hard copy of the original drawing, and/or a CD or email of the complete site survey with Neel-Schaffer, Inc. title block in AutoCAD 2018 format shall be provided.
5. Final survey shall bear the appropriate seal of the licensed individual responsible for the accuracy.

TOPOGRAPHIC SURVEY:

1. Location and description of a minimum of two horizontal/vertical control points/benchmarks.
2. Contours at 1-foot intervals.
3. Cross sections will be taken at a 50 feet interval to include edge of asphalt, centerline, shoulder and flowline data and will extend from roadside ditch to roadside ditch. Spot grades will not be shown on the face of the plat, but data will be provided in the electronic CAD file. Raw point files can be provided upon request.
4. Drainage items to include cross drainage under Old Mayhew Road with size, type, invert and general condition.
5. Private driveways will be located from edge of pavement to apparent right-of-way, to include cross drainage.
6. Additional general topographic survey will be provided for the possible realignment of the intersection of Old Mayhew Road and Lee Boulevard as shown.
7. Location of all utilities within the specified boundaries as provided and located by MS



811 locate, local utility providers, observed evidence, past as-built plans, and/or local knowledge. The surveyor has no control of the representatives of MS 811 or its agents, and therefore makes no certifications, warranties, or guarantees as to the completeness or accuracies of the underground utilities, but only to the accuracies of the location of the markings as they relate to other mapping features located within the mapping limits. The surveyor will not dig to obtain the location of any utility. Any additional information that is not physically observable, such as size, depth, or material, will only be depicted on the survey if such information is provided to the surveyor by others.

BOUNDARY SURVEY:

Boundary survey will be limited to the establishment of the North right-of-way of Old Mayhew Road and the East right-of-way of Lee Boulevard adjacent to Mississippi State University property as denoted by the blue line below.

SURVEY LIMITS:

Topographic survey limits shown below in red.

Boundary survey shown below in blue.



GEOTECHNICAL INVESTIGATION (BURNS-COOLEY-DENNIS)

Plans are being made to reconstruct and resurface Old Mayhew Road between East Lee Boulevard and MS Highway 182 utilizing the full-depth reclamation (FDR) process. Our pavement/geotechnical exploration will include field sampling and testing to include:

- 22 asphalt pavement cores
- 11 dynamic cone penetrometer (DCP) tests
- 22 auger borings to a depth of 5 ft within the existing pavements
- 2 auger borings to a depth of 10 ft within the new alignment section at East Lee Boulevard

At the conclusion of our exploration, laboratory testing and a report will be prepared that includes a figure showing the test locations, existing pavement thicknesses, results of the DCP testing, graphical logs of the borings and our recommendations for pavement reconstruction.

PRELIMINARY DESIGN PHASE

After execution of the Agreement, the Preliminary Design Phase will be initiated, and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project.
- 1.3 Make surveys needed for design of the Project, including locating utilities which are visually apparent. Establish horizontal and vertical control as necessary for construction of the Project.
- 1.4 Perform geotechnical investigations and develop earthwork and pavement recommendations.
- 1.5 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project with whom consultation is to be undertaken in connection with the Project.
- 1.6 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.7 Locate telephone, electric power, gas, water, sewer and other utilities which will affect the Project from information provided by the **OWNER** and utility companies and from the **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, the **ENGINEER** cannot and does not warrant their completeness or accuracy.
- 1.8 Based on the information contained in the preliminary design documents, prepare an opinion of probable construction costs.
- 1.9 Furnish one copy of above preliminary design documents to **OWNER** for review.
- 1.10 Schedule progress meetings as required to effectively coordinate with the **OWNER**.

FINAL DESIGN PHASE

After receiving authorization to proceed with the Final Design Phase, the **ENGINEER** shall:

- 1.11 Modify preliminary design documents as necessary to reflect **OWNER's** comments.



1.12 Perform detailed design.

1.13 On the basis of approved preliminary design documents (including **OWNER's** comments) and detailed design, prepare final design documents to include final construction drawings, specifications and contract documents.

1.14 Conduct plan-in-hand inspection of the project site with **OWNER** and representatives of governmental agencies which may have jurisdiction over the Project.

1.15 Meet as necessary with representatives of utility companies to resolve utility issues.

1.16 Based on information contained in the final design documents, prepare a revised opinion of probable construction costs.

1.17 Furnish one set of the above final design documents to the **OWNER** for review and approval.

BIDDING AND CONTRACTING PHASE

After the **OWNER** has authorized the project for bidding, the Bidding and Contracting Phases will be initiated, and the **ENGINEER** shall:

1.18 Prepare and issue Contract Documents to prospective bidders and maintain a record of their issuance.

1.19 Prepare and issue Addenda as appropriate to interpret, clarify, correct or expand Contract Documents to each known procurer of the Contract Documents.

1.20 Provide information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.

1.21 Conduct a pre-bid conference if requested by the **OWNER**.

1.22 Assist the **OWNER** in advertising for and obtaining bids for the contract for construction.

1.23 Consult with and advise the **OWNER** as to the acceptability of subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the Contract Documents.

1.24 Consult with and advise the owner as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the Contract Documents.

1.25 Attend the bid opening, prepare bid tabulation sheets and assist owner in evaluating bids.

1.26 Assist the **OWNER** in the preparation of the documents necessary to complete the award.

1.27 The Bidding and Contracting Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

CONSTRUCTION ENGINEERING AND INSPECTION (CE&I)

General Administration of Construction Contract.

1.28 Conduct a preconstruction conference.



1.29 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.

1.30 Periodic and Milestone Visits to Site and Observation of Construction. This contract anticipates 120 hours (per project) of Resident Project Representative (RPR) inspections on behalf of the **ENGINEER**.

1.30.1 The **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

1.30.2 Defective Work. During such site visits and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.30.3 Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.

1.30.4 Shop Drawings. The **ENGINEER** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to



means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.30.5 Substitutes. The **ENGINEER** shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

1.30.6 Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). This scope does not include testing performed by the **ENGINEER**.

1.30.7 Applications for Payment. Based on the **ENGINEER'S** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

1.30.7.1 The **ENGINEER** shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER'S** recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.30.7.2 By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.

1.30.8 Contractor's Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.



1.30.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER**, the **ENGINEER** considers the work substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and Contractor.

1.30.10 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the **ENGINEER** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER's** knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.

1.30.11 Record Documents. Upon completion of the work, the **ENGINEER** shall compile for and deliver to the **OWNER** a complete set of record documents conforming to information furnished to the **ENGINEER** by the Contractor. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the **ENGINEER** cannot and does not warrant their accuracy.

1.30.12 Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.30.13 Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct as-needed progress meetings with the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting.

1.30.14 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.



EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Omitted.**
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

- that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.
18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.
31. **Omitted.**

8. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH BURNS COOLEY DENNIS, INC. IN THE AMOUNT OF \$12,000.00 TO COMPLETE ROADWAY BORINGS FOR THE HIGHWAY 182 REVITALIZATION PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a professional services contract with Burns Cooley Dennis, Inc. in the amount of \$12,000.00 to complete roadway borings for the highway 182 revitalization project” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVING THE AMENDMENT TO THE 2023 STREET IMPROVEMENT PROJECT STREET LISTING.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the amendment to the 2023 street improvement project street listing” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO ACCEPT OF THE OCTOBER 2023 FINANCIAL STATEMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “acceptance of the October, 2023 financial statements” is enumerated, this consent item is thereby approved.

11. CONSIDERATION FOR CHIEF YARBROUGH TO TRAVEL TO RIDGELAND, MS TO ATTEND THE 2024 MID-WINTER MISSISSIPPI FIRE CHIEFS CONFERENCE JANUARY 30 – FEBRUARY 1, 2024 AT AN APPROXIMATE COST OF \$650.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Chief Yarbrough to travel to Ridgeland, MS to attend the 2024 Mid-Winter Mississippi fire chiefs conference January 30 – February 1, 2024 at an approximate cost of \$650.00” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE TYLER JEFFERSON AND DYLAN COLEMAN AS FULL TIME SANITATION WORKERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Tyler Jefferson and Dylan Coleman as full time sanitation workers” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE ROBERT ATKINS AS A BILLING & METER SYSTEM SUPERVISOR IN STARKVILLE UTILITIES.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Robert Atkins as a billing & meter system supervisor in Starkville Utilities” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE SAMANTHA GOZA AS A BUSINESS SERVICE MANAGER IN STARKVILLE UTILITIES.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Samantha Goza as a business service manager in Starkville Utilities” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE RENARDO PRATER AS A SANITATION WORKER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Renardo Prater as a sanitation worker” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF APPROVING THE PROMOTION OF NICHOLAS PEARSON TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the promotion of Nicholas Pearson to the rank of sergeant in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE EDDIE HEARD, JR. AS A NON-CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Eddie Heard, Jr. as a non-certified firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE JACKSON FRENCH AND JOHN AUSTIN SMITH AS NON-CERTIFIED POLICE OFFICERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Jackson French and John Austin smith as non-certified police officers” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO MUTUALLY RESCIND THE CONTRACT WITH LIVE WIRE ELECTRIC FOR ELECTRICAL HOOKUPS IN THE SPORTSPLEX CENTER FOR THE GYM CURTAIN AND REQUOTE THE PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to mutually rescind the contract with Live Wire Electric for electrical hookups in the sportsplex center for the gym curtain and requote the project” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO ACCEPT A GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$3,750.00, WITH A LOCAL MATCH OF \$1,250.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept a grant agreement with the State of Mississippi, Department of Public Safety, Justice Assistance Grant in the amount of \$3,750.00, with a local match of \$1,250.00” is enumerated, this consent item is thereby approved.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

TATE REEVES
GOVERNOR

SEAN J. TINDELL
COMMISSIONER

October 30, 2023

Lynn Spruill, Mayor
City of Starkville
110 W. Main Street
Starkville, MS 39759

Subject: Project Number: 22LB2311
Program: Justice Assistance Grant (JAG)
Effective Date: November 1, 2023

Dear Mayor Spruill:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Justice Assistance Grant (JAG)** in the amount of **\$3,750.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Summary - *initial*
3. Cost Summary Support Sheet – *initial*
4. OJP JAG Statement of Special Conditions – *initial all sheets*
5. OJP Subgrant Standard Assurances (*Attachment A*)
6. Certification of Equal Employment Opportunity (*Attachment B*)
7. Federal Civil Rights Compliance Checklist (*Attachment C-1*)
8. Civil Rights Training Certificate (*Attachment C-2*)
9. Discrimination Complaint Policy and Procedures (*Attachment E*)
10. Certification Regarding Debarment (*Attachment F*)
11. Certification Regarding Lobbying (*Attachment G*)
12. Match Certification (*Attachment H*)
13. Copy of Current CCR Registration
14. Return Document Checklist

We particularly want to bring to your attention the requirement that items **1 – 13 (with the exception of item #9)** should be signed or initialed in blue ink and returned to the Department of Public Safety Planning immediately. Please retain a copy for your files. If there are any questions concerning this award, please contact Sharon Nguyen at (601) 391-4887.

Sincerely,


Emberly K. Holmes
Office Director

cq

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
152 Watford Parkway
Canton, MS 39046
Phone: (601) 391-4887 Fax: (601) 391-4440

1. Name, Address, & Phone Number: City of Starkville 110 W. Main St. Starkville, MS 39759 662-323-4131 x4128 c.jackson@cityofstarkville.org	2. Effective Date: November 1, 2023 3. Sub-grant Number: 22LB2311 4. Grant Identifier: 15PBJA-22-GG-00637-MUMU 5. Beginning & Ending Dates: 11/01/2023- 04/30/2024 6. Sub-grant Payment Method: Cost Reimbursement ☒ Other:
---	--

7. The following funds are obligated:							
Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	\$3,429.00		\$1,143.00				\$4,572.00
Travel							
Commodities							
Contractual Services							
Miscellaneous	\$321.00		\$107.00				\$ 428.00
Indirect Costs							
TOTAL	\$3,750.00	75%	\$1,250.00	25%			\$5,000.00

8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.

Statement of Special Conditions Standard Assurances Certification Regarding Equal Employment Civil Rights Compliance Checklist	Civil Rights Training Certification Certification Regarding Debarment Certification Regarding Lobbying Match Certification Form (if applicable)
---	--

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	10. Typed Name & Title of Authorized Sub-grantee Official: Lynn Spruill, Mayor City of Starkville

11. Signature: _____ Date: _____ 10/30/2023	12. Signature: _____ Date: _____ 11/22/23
---	---

DIVISION OF PUBLIC SAFETY PLANNING BUDGET SUMMARY SHEET

1. Applicant Agency: City of Starkville Police Department						
2. Sub-grant Number	3. Grant Identification Number	4. Beginning Date	Ending Date			
22LB2311	1SPBJA-22-GG-00637-MUMU	11/01/2023	04/30/2024			
6. Submitted as part of (Check One):	A. Funding Request: X		B. Modification Number:		C. Modification Effective Date:	
Funding Sources						
8. For DFSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	Byrne/JAG Ineligible Local Jurisdiction	\$3,750.00			\$1,250.00	\$5,000.00
TOTAL		\$3,750.00			\$1,250.00	\$5,000.00

DIVISION OF PUBLIC SAFETY PLANNING COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Starkville Police Department

Page 1 of 1

2. Sub-grant Number
22LB2311

3. Grant Identifier Number
1SPBJA-22-GG-00637-MUMU

4. Beginning Date
11/01/2023

5. Ending Date
04/30/2024

6. Activity: Byrne/JAG Ineligible Local Jurisdiction

7. DFSP Use Only	8. Category 9. Line Item	10. Description of item and/or Basis for Valuation	11. Budget		
			Federal	All Other	Total
	Equipment	1-Camera Kit @ 1-Macro Lens @	\$3,975.00 \$597.00	\$3,429.00 \$1,143.00	\$4,572.00
	Miscellaneous	1-Flash Transmitter @ 1-Rolling Case@ 1-Orange Filter @ 1-Yellow Filter @ 1-Red Filter @ 1-Pocket Rocket @ 1-Photo ID cards @ 1-Magnetic Scale @ 1-4ft Magnetic Ruler @	\$69.00 \$190.00 \$74.00 \$25.00 \$20.00 \$24.00 \$7.00 \$7.00 \$12.00	\$321.00 \$107.00	\$428.00
Total			\$3,750.00	\$1,250.00	\$5,000.00

JAG AWARD PACKET RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- ☐ One Signature Sheet signed in blue ink.
- ☐ Budget Summary Sheet (initialed)
- ☐ Cost Summary Sheet (initialed)
- ☐ OJP JAG Statement of Special Conditions
- ☐ OJP Sub-grant Standard Assurances (Attachment A)
- ☐ Certification of Equal Employment Opportunity (Attachment B)
- ☐ Federal Civil Rights Compliance Checklist (Attachment C-1)
- ☐ Civil Rights Training Certification Form (Attachment C-2)
- ☐ Certification Regarding Debarment (Attachment F)
- ☐ Certification Regarding Lobbying (Attachment G)
- ☐ Document Return Checklist

All of the above award documents (**signed in blue ink**) are enclosed and returned by:

Christopher Jackson

Sub-grant Contact Person

11/28/23

Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct bearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

City of Starkville
Name of Agency or Organization

22LB2311
Subgrant Number

[Signature]
Chief Administrative Officer

11/22/23
Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 152 Watford Parkway Drive, Canton, MS 39046**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: 22LB2311 Award Amount \$ 3,750⁰⁰

Subgrant Project Title: JAG

Organizational Name (Subgrantee or Funded Entity):
City of Starkville

Address:
110 West Main St
Starkville, MS 39759

Telephone Number: 662-323-2525

Subgrantee Duration:

Beginning Date: 11/1/23 Ending Date: 4/30/24

Project Director's Name, Address and Telephone Number:
Chris Jackson
101 E. Lampkin St
Starkville, MS 39759

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

NAV Ashford
110 West Main St
Starkville, MS 39759

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- ☐ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
- ☐ (2) has less than 50 employees; and/or;
- ☐ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

☒ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through

this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- ☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.


Authorized Official's Signature
(Subgrantee)

11/22/23
Date

Lynn Spruiell
Typed or Printed Name

Mayor
Person's Organizational Title

.....

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

☒ Yes
☐ No

If yes, on what date did the subrecipient prepare the EEOP?

11/27/2017

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

☐ Yes – submitted an EEOP Short Form
☐ Yes – submitted a certification
☒ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments: web site, job applications, job postings, and HR department

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments: Employee handbook

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

- ☒ Yes
☐ No

If yes, an explanation of these policies and procedures:

Employee handbook

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

- ☒ Yes
☐ No

b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

- ☒ Yes
☐ No

c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

- ☒ Yes
☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

- ☒ Yes
☐ No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

- ☒ Yes
☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

- ☒ Yes
☐ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

- ☒ Yes
☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)? *Employee assistance program*

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s): *Employee handbook*

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

- ☒ Yes
☐ No

Comments: *Orientation*

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious belief?

- ☐ Yes

☒ No

- b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☒ Yes

☐ No

- c. Ensure that participation in religious activities is voluntary for beneficiaries of federally- funded programs?

☒ Yes

☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☒ Yes

☐ No

City of Starkville
Name of Agency or Organization (Please Print)
[Signature]
Authorized Official or Authorized Designee Signature

22LB2311
Subgrant Number

11/22/23
Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs Division of Public Safety Planning

Civil Rights Training Certification Form

The, Mayor Lynn Spruill, hereby certifies that our agency has received Civil Rights Training required by the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

(Date) (Names(s) of Individual(s))

Chief Mark Ballard
Sgt Christopher Jackson

Date of Training

Location of Training

State of Mississippi

County of Webster

Signed [or attested] before me on 22nd, 2023 by D. Lynn Spruill

[Signature]

Authorized Signatory official

[Signature]

Signature of Notarial Officer



City Clerk / CFO

Title of office

My commission expires: 10-12-2025

This certification expires on: FOR OJP purposes only

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

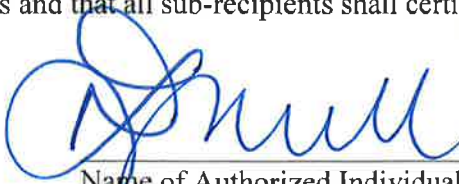
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here NE and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

City of Starkville
Name and Address of Organization

110 West Main St
Starkville, MS 39759


Name of Authorized Individual

Signature and Date

22LB2311

Subgrant Number



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- FY 2021 Certification & Assurance by Chief Executive of the Applicant Government
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Certification of Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Discrimination Complaint Policies & Procedures (attachment E)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H) *(if applicable)*

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of 31 2431 the grant period, the subgrantee must submit a second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

A handwritten signature in blue ink, appearing to be "RJ", is written over a horizontal line.

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BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at JAG.Sowcase@ojp.usdoj.gov or via the online form at <http://www.bja.gov/contactus.aspx>. JAG success stories should include the name and location of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transportation receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

JAG – Subrecipient DHS question requirement

The sub-recipient agrees to obtain a properly executed certification of compliance with 8 U.S.C. 1373 along with responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and customs enforcement (ICE), and that certification and question responses have been submitted to BJA and BJA approves the subaward or that certification and question responses have been submitted to BJA and 30 days have passed since the submission without a denial from BJA.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

- a. OMB Circular A-128. Audits of State and Local Governments.
- b. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: _____ State (July - June)
(Check One) ☒ Federal (October - September)
_____ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least \$500,000. Please check below if you are required to have a Single Audit.

Single Audit Required: ☒ Yes _____ No

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor a random selection of subaward projects under each specified program in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is

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required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

System for Award Management – (SAM) – The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintain the currency of information in SAM.

Employment Eligibility Verification for hiring under the award – The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded in whole or in part with award funds, the recipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Staff involved in the hiring process - For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient uses E-Verify and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

Rules of construction – The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient (at any tier), agent or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

instrument to undertake any such work project, or activity (or to provide such goods or services) in the future.

Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Determination of suitability to interact with participating minors – The Department of Justice funding announcement, or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award by the recipient is to benefit a set of individuals under 18 years of age. The recipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explorer/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Restrictions on "lobbying" - Federal funds awarded by OJP may not be used by the recipient either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352.

Imminent Breach of Personally Identifiable Information (PII) – The recipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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Requirements pertaining to prohibited conduct related to trafficking in persons – The recipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients or individuals defined as employees of the recipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award), and are incorporated by reference here.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
152 Watford Parkway
Canton, Mississippi 39046
Contact 601-391-4887

or

e-mail: oig.hotline@usdoj.gov

Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

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Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

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**Mississippi Department of Public Safety Planning
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JAG Standard Award Policy and Special Conditions**

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ☒ Required ☐ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPLANT CERTIFICATION

The City of Starkville (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.

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By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

City of Starkville
Agency's Name

22LB2311
Subgrant Award Number

Lynn Spruill
Authorized Official (Please Print)

Mayor
Authorized Official Title

[Signature]
Authorized Official (Signature)

11/22/23
Date

[Initials] Initial

21. CONSIDERATION TO REPLACE THE EXISTING RUPTURED HEAT EXCHANGER AT THE LOWEST QUOTE FROM BRISLIN, INC. OPTION 2 – NAVIEN NP 210S2 TANKLESS WATER HEATER AT A COST OF \$7,550.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to replace the existing ruptured heat exchanger at the lowest quote from Brislin, Inc. option 2 – Navien NP 210S2 tankless water heater at a cost of \$7,550.00” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO APPROVE THE SOLE SOURCE QUOTE FROM H&R AGRI-POWER FOR REPAIRS TO THE WWTP KUBOTA TRACTOR IN THE AMOUNT OF \$6,339.82.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to the sole source quote from H&R Agri-Power for repairs to the WWTP Kubota tractor in the amount of \$6,339.82” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO APPROVE THE LOW QUOTE FROM CENTRAL PIPE FOR MATERIALS FOR THE OLD WEST POINT ROAD WATERLINE REPLACEMENT PROJECT IN THE AMOUNT OF \$88,147.23.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Central Pipe for materials for the Old West Point Road waterline replacement project in the amount of \$88,147.23” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced new Water Distribution Operator Virginia Killburn and Apprentice Lineman VI Hunter Roberts.

She then invited the public to attend the Starkville Christmas Parade on November 27 and noted that Vice Mayor Perkins would be the Grand Marshall.

BOARD OF ALDERMEN COMMENTS:

Alderman Sistrunk wished everyone a Happy Thanksgiving and safe travels.

Alderman Vaughn reminded everyone that the Starkville High School football team played Friday night in the playoffs.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that there would be an upcoming election in Ward 1. He also noted that that there would be no garbage pickup over Thanksgiving holidays.

PUBLIC APPEARANCES: None

24. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of November 16, 2023 for fiscal year ending 9/30/24, 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: ABSENT
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: ABSENT
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	\$365,962.57
Airport Fund	015	\$74,033.65
Restricted Airport	016	\$164,033.35
Environmental Services	022	\$62,191.18
Debt Service Fund	200	\$125,068.75
Industrial Park Bond	303	\$1,425.00
Park and Rec Tourism	375	\$2,924.00
Park Bonds 2020	380	\$5,000.00
Stark/Hospital Road Expansion	700	\$12,568.00
Sub Total Before Utilities		\$813,206.50
Utilities Dept.	SED	\$274,370.78
Total Claims	Total	\$1,087,577.28

25. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY COO/HRD NAV ASHFORD AS A RESULT OF A DISCIPLINARY ISSUE FOR A CITY OF STARKVILLE EMPLOYEE.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks and adopted by the Board to place an employee on administrative leave with no pay until the lapse of the grievance time option. The board voted as follows:

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

26. MOTION TO ADJOURN UNTIL DECEMBER 5, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Absent
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 5th DAY OF DECEMBER, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

JOANNA MCLAURIN, DEPUTY CITY CLERK



**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Dec. 5, 2023
PAGE: Page 1 of 29

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 201 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 201 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, was performed by Code Enforcement Officer Sarah Perez on Friday, September 1, 2023, and re-inspection on Monday, October 16, 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 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, November 11, 2023. Notification letters of the public hearing were sent on Thursday, November 9, 2023, to the property tax payer/owner *Dewight Prisock and Roberta Prisock 64, Lakeside Dr, 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 is collected.

The third inspection of the property was done on Saturday November 11, 2023, showing that no attempts to resolve the issues have been made.

The final inspection was done by Officer Sarah Perez before submission of documents on Saturday, November 25, 2023, at approximately 10:41.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Alexandra Nash @ 662-323-4847

SUGGESTED MOTION:

Move to determine the building, located at 201 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, 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.

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.

2014 7005
Recorded in the Above
Deed Book 1 Page
10-24-2014 12:05:45 PM
Monica W. Barks
Oktibbeha County, MS

Prepared by:
H. Scott Ross
Attorney At Law
Ross Kelley & Martin, PLLC
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

Return to:
H. Scott Ross
Attorney At Law
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars, (\$10.00) cash in hand paid and
other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged ,

ROBERTA F. PRISOCK
1287 Lakeside Drive
Starkville, Mississippi 39759

does hereby convey and warrant to

ROBERTA F. PRISOCK and
DWIGHT R. PRISOCK
1287 LAKESIDE DRIVE
STARKVILLE, MISSISSIPPI 39759
770-330-3890

as joint tenants with full rights of survivorship and not as tenants in common, the following described real property
located and situated in Oktibbeha County, Mississippi, to-wit:

(See Exhibit A attached) (Pages 4-6)

INDEXING INSTRUCTIONS: All of Lots 24, 25, and 26 of Claytonville Village
Subdivision, S32, T19N, R15E, Oktibbeha County,
Mississippi.

SUBJECT TO all prior mineral reservations, if any, and also subject to easements for public utilities and
rights of way for public roadways, whether the same appear of record or not, if any.

WITNESS my signature this the 24th, day of October, 2014.



City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

ROBERTA F PRISOCK
64 LAKESIDE RD
Starkville, MS 39759

Case No. 23-000426
Issued: September 05, 2023

VIOLATION LOCATION

201 Ruth Rd
Starkville, MS

LEGAL DESCRIPTION

-

An inspection of the above referenced property was made on September 05, 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 September 15, 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: ROBERTA F PRISOCK

Violations Listing

Unsafe Structures and Equipment [IPMC 2021 Section 111]

Reported By: Sarah Perez on Sep 01, 2023 at 9:44 AM

When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

CORRECTION

DESCRIPTION

Unsafe Structures

REQUIRED

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.



Violation Notice issued page 3, Tuesday, September 5, 2023.



The photographs below were taken by Officer Sarah Perez at the first inspection on Friday, September 1, 2023, at approximately 09:48.

(CALL CARD)

Call # 23-030136
Date/Time 09/01/2023 09:48:05
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

201 RUTH

Officer Information

Badge - Name
PEREZ, S

Dispatched
09:48:05

Arrived
09:48:05

Cleared
09:48:52

De-Assign

Case Number

Notes

9/1/2023 9:48:29 AM	PEREZ, S	DILAPIDATED STRUCTURE
9/1/2023 9:48:36 AM	PEREZ, S	PHOTOS TAKEN
9/1/2023 9:48:45 AM	PEREZ, S	CASE #23-000426

(NORTH SIDE OF PROPERTY)





(SOUTH SIDE OF PROPERTY)





(EAST SIDE OF PROPERTY)



The photographs below were taken by Officer Sarah Perez at the second inspection on Monday, October 16, 2023, at approximately 14:43. Showing no apparent change having been made to change the appearance of the property.

(CALL CARD)

Call # 23-035431
Date/Time 10/16/2023 14:43:11
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

201 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:43:11	14:43:11	14:47:11		

Notes

10/16/2023 2:43:42 PM	PEREZ, S	CASE #23-000426 DILAPIDATED STRUCTURE VIOLATION
10/16/2023 2:44:07 PM	PEREZ, S	NO CHANGE HAS BEEN MADE TO FIX THE VIOLATION
10/16/2023 2:45:08 PM	PEREZ, S	PHOTOS TAKEN AND A SUBMISSION WILL BE MADE TO THE BOARD OF ALDERMAN FOR CALL FOR PUBLIC HEARING

(NORTH SIDE OF PROPERTY)







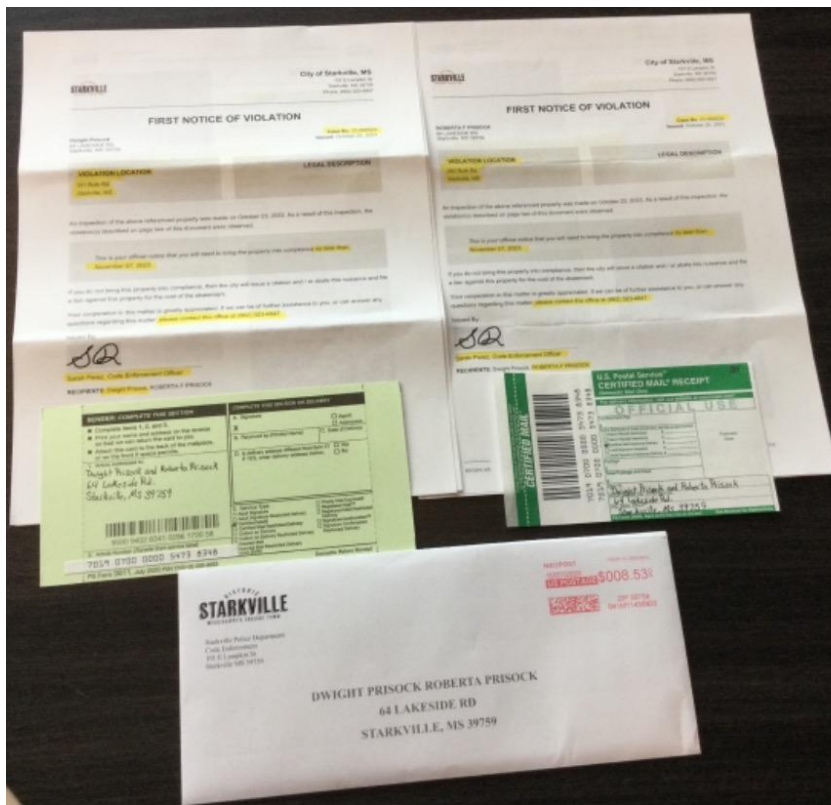
(SOUTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



Certified letter of notice of violation sent to the property owner on Friday, October 27, 2023.





Photographs below were taken by Officer Sarah Perez on Thursday, November 9, 2023, public hearing notices were mailed to the property owner via certified mail. Also placed in the front window at City Hall and placed on the property on Saturday, November 11, 2023.

(PDF OF THE PUBLIC HEARING NOTICE)

Dewight Prisock and Roberta Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01

201 Ruth Rd. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **December 5, 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.

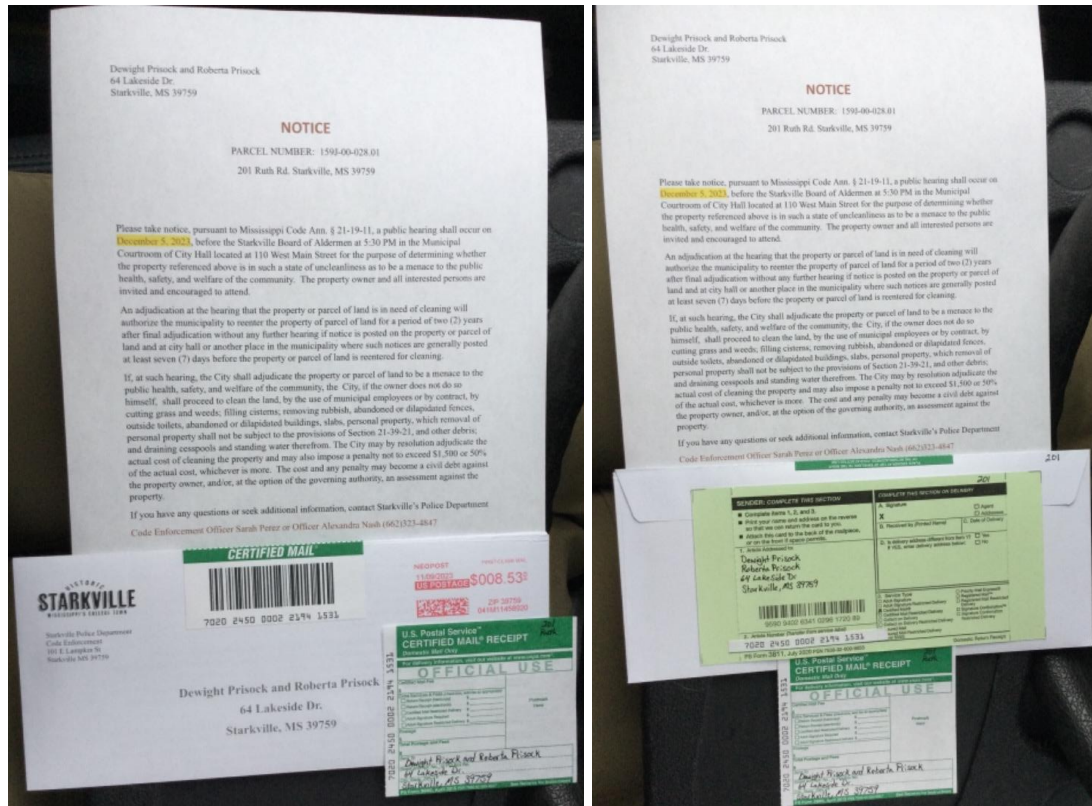
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land 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

Public Hearing notice mailed to the property owner on Thursday, November 9, 2023
(PHOTOS OF CERTIFIED MAIL SENT)



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

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

Starkville, MS 39759

OFFICIAL USE

Certified Mail Fee \$4.35

Extra Services & Fees (check box, add fee to postage)

☐ 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 \$0.66

Total Postage and Fees \$8.56

Postmark Here
NOV - 9 2023
11/09/2023

Sent To
Dwight Prisock and Roberta Prisock
Street and Apt. No., or P.O. Box No.
64 Lakeside Dr.
City, State, ZIP+4®
Starkville, MS 39759

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

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



Dewight Prisock and Roberta Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01
201 Ruth Rd. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **December 5, 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

(CALL CARD)

Call # 23-038888
Date/Time 11/11/2023 10:24:41
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher EPPS, J
Disposition NO ACTION
Zone

Location Address

201 RUTH DR
STARKVILLE, MS 39759

Officer Information

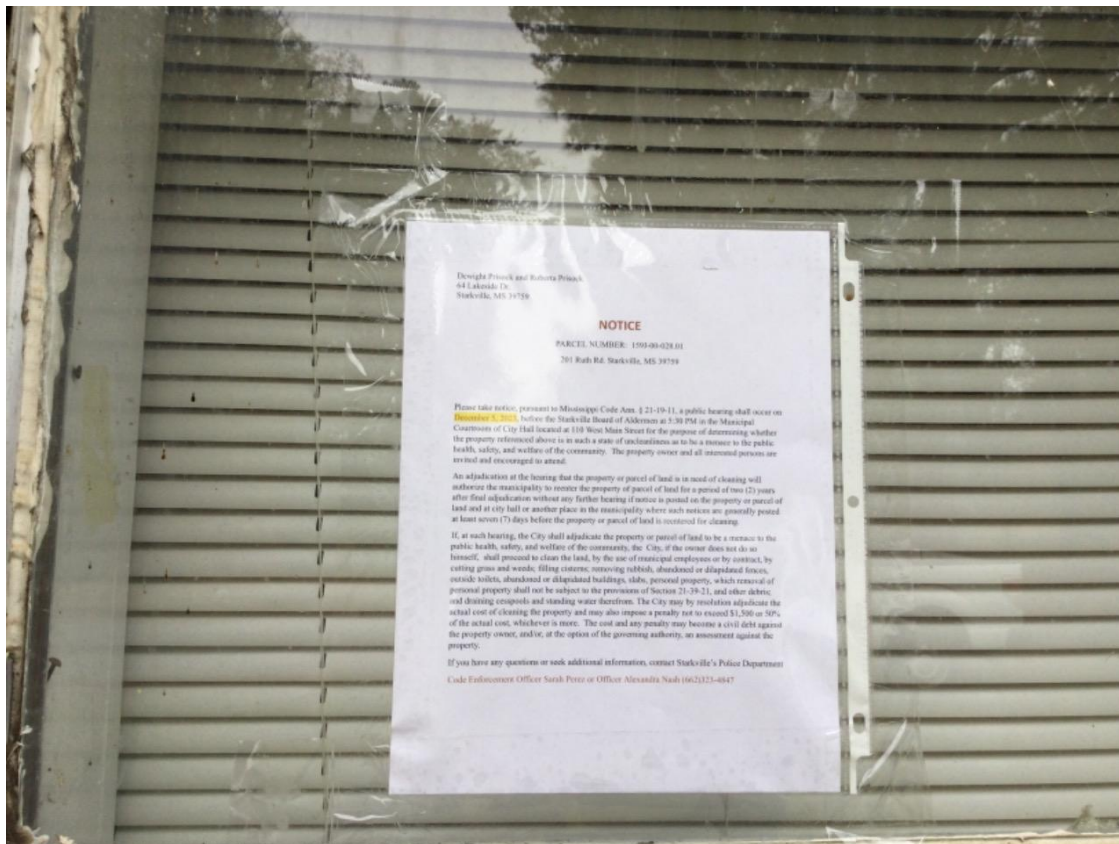
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	10:24:41	10:24:41	10:31:25		
PEREZ, S	10:24:58	10:25:00	10:32:17		

Notes

11/11/2023 10:24:50 AM	NASH, A	PUTTING NOTICE UP
11/11/2023 10:25:12 AM	NASH, A	TAKING PHOTOGRAPHS
11/11/2023 10:25:26 AM	NASH, A	THANK YOU

(POSTED ON THE STRUCTURE)





The photographs below were taken by Officer Sarah Perez at the third inspection on Saturday, November 11, 2023. Showing no apparent change having been made to change the appearance of the property.











Photographs below were taken by Officer Sarah Perez one week before submission of documents on Saturday, November 25, 2023, at approximately 10:41. Showing no apparent change having been made to change the appearance of the property.

(CALL CARD)

Call # 23-040483
Date/Time 11/25/2023 10:41:40
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

201 RUTH RD

Officer Information

Badge - Name

PEREZ, S

Dispatched

10:41:40

Arrived

10:41:40

Cleared

10:43:32

De-Assign

Case Number

Notes

11/25/2023 10:43:06 AM PEREZ, S

CASE #23-000524

11/25/2023 10:43:23 AM PEREZ, S

FINAL INSPECTION PHOTOS

(PHOTOGRAPHS OF PROPERTY)











**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Dec. 5, 2023
PAGE: Page 1 of 28

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 245 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 245 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, was performed by Code Enforcement Officer Sarah Perez on Friday, September 1, 2023, and re-inspection on Monday, October 16th, 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 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, November 11, 2023. Notification letters of the public hearing were sent on Thursday, November 9, 2023, to the property tax payer/owner *Dewight Prisock and Roberta Prisock 64, Lakeside Dr, 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 is collected.

The third inspection of the property was done on Saturday, November 11, 2023, showing that no attempts to resolve the issues have been made.

The final inspection was done by Officer Sarah Perez before submission of documents on Saturday, November 25, 2023, at approximately 10:40.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Alexandra Nash @ 662-323-4847

SUGGESTED MOTION:

Move to determine the building, located at 245 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, 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.

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.

2014 7005
Recorded in the Above
Deed Book 1 Page
10-24-2014 12:05:45 PM
Monica W. Barks
Oktibbeha County, MS

Prepared by:
H. Scott Ross
Attorney At Law
Ross Kelley & Martin, PLLC
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

Return to:
H. Scott Ross
Attorney At Law
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars, (\$10.00) cash in hand paid and
other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged ,

ROBERTA F. PRISOCK
1287 Lakeside Drive
Starkville, Mississippi 39759

does hereby convey and warrant to

ROBERTA F. PRISOCK and
DWIGHT R. PRISCOK
1287 LAKESIDE DRIVE
STARKVILLE, MISSISSIPPI 39759
770-330-3890

as joint tenants with full rights of survivorship and not as tenants in common, the following described real property
located and situated in Oktibbeha County, Mississippi, to-wit:

(See Exhibit A attached) (Pages 4-6)

INDEXING INSTRUCTIONS: All of Lots 24, 25, and 26 of Claytonville Village
Subdivision, S32, T19N, R15E, Oktibbeha County,
Mississippi.

SUBJECT TO all prior mineral reservations, if any, and also subject to easements for public utilities and
rights of way for public roadways, whether the same appear of record or not, if any.

WITNESS my signature this the 24th, day of October, 2014.



City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

ROBERTA F PRISOCK
64 LAKESIDE RD
Starkville, MS 39759

Case No. 23-000427
Issued: September 05, 2023

VIOLATION LOCATION

245 Ruth Rd
Starkville, MS

LEGAL DESCRIPTION

-

An inspection of the above referenced property was made on September 05, 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 September 15, 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: ROBERTA F PRISOCK

Violations Listing

Unsafe Structures and Equipment [PMC 2021 Section 111]

Reported By: Sarah Perez on Sep 01, 2023 at 9:44 AM

When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

CORRECTION

DESCRIPTION

Unsafe Structures

REQUIRED

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.



Violation Notice issued page 3, Tuesday, September 5, 2023.



The photographs below were taken by Officer Sarah Perez at the first inspection on Friday, September 1, 2023, at approximately 09:46.

(CALL CARD)

Call #	23-030135	Dispatcher	PEREZ, S
Date/Time	09/01/2023 09:46:54	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

245 RUTH

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:46:54	09:46:54	09:47:49		

Notes

9/1/2023 9:47:09 AM	PEREZ, S	DILAPIDATED STRUCTURE
9/1/2023 9:47:17 AM	PEREZ, S	PHOTOS TAKEN
9/1/2023 9:47:42 AM	PEREZ, S	CASE #23-000427

(NORTH SIDE OF PROPERTY)





(WEST SIDE OF PROPERTY)



(NORTHWEST CORNER)



(SOUTH SIDE OF PROPERTY)





(SOUTHEAST CORNER)



(EAST SIDE OF PROPERTY)



The photographs below were taken by Officer Sarah Perez at the second inspection on Monday, October 16, 2023, at approximately 14:28. Showing no apparent change having been made to change the appearance of the property.

(CALL CARD)

Call # 23-035427
Date/Time 10/16/2023 14:28:45
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
245 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:28:45	14:28:45	14:42:30		

Notes

10/16/2023 2:30:30 PM	PEREZ, S	CASE #23-000427 DILAPIDATED STRUCTURE VIOLATION
10/16/2023 2:31:59 PM	PEREZ, S	NO CHANGE HAS BEEN MADE TO FIX THE VIOLATIONS
10/16/2023 2:32:40 PM	PEREZ, S	PHOTOS TAKEN AND A SUBMISSION WILL BE MADE TO THE BOARD OF ALDERMAN FOR A CALL FOR PUBLIC HEARING

(NORTH SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)





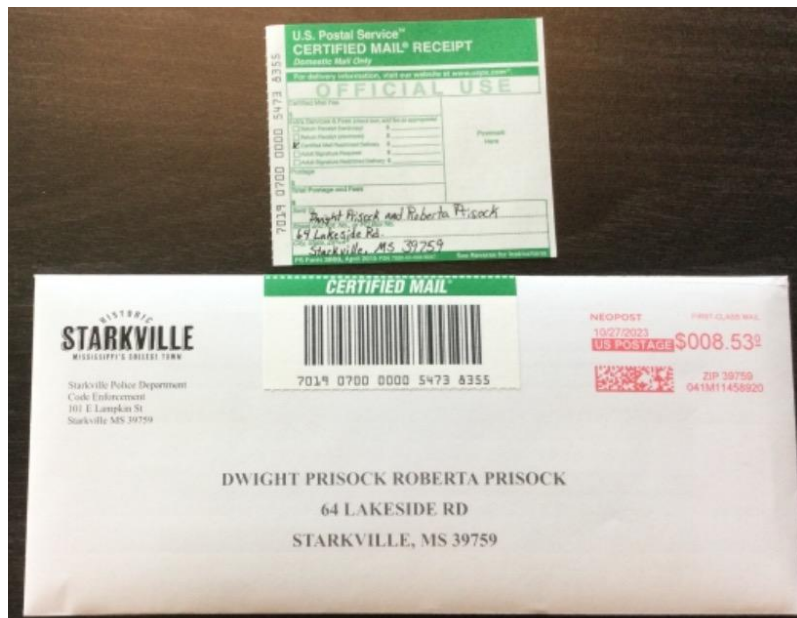
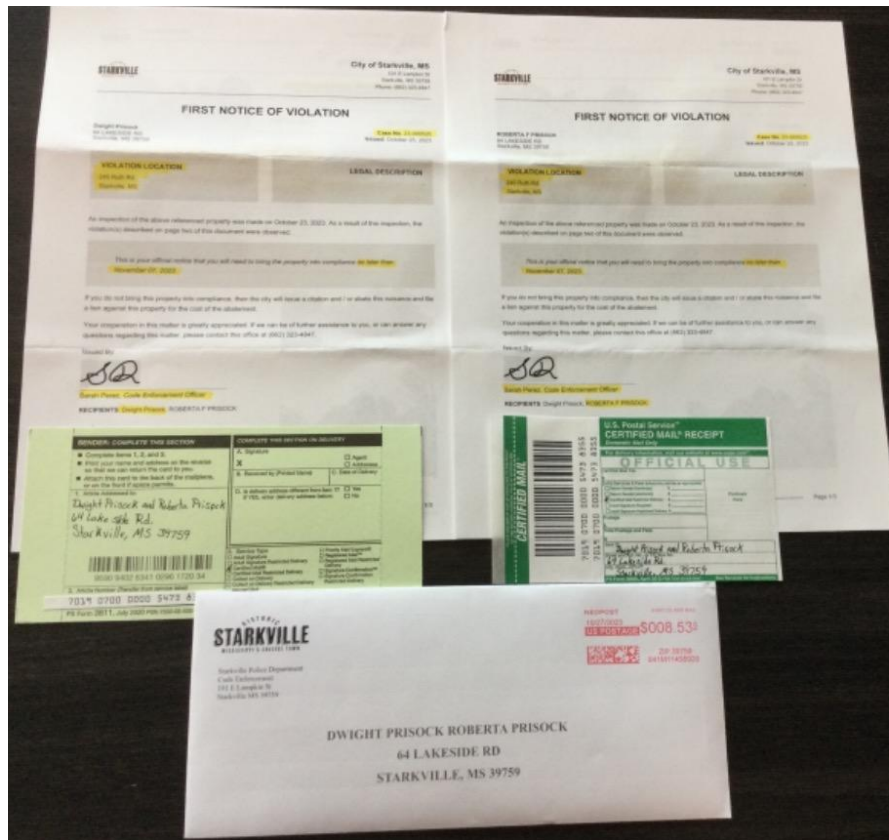
(EAST SIDE OF PROPERTY)



(SOUTHEAST CORNER)



Certified letter of notice of violation sent to the property owner on Friday, October 27, 2023.



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
 \$

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

☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☒ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage
 \$

Total Postage and Fees
 \$

Sent To
 Dwight Priscock and Roberta Priscock
 Street and Apt. No., or PO Box No.
 64 Lakeside Rd.
 City, State, ZIP+4[®]
 Starkville, MS 39759

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

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

E. 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)

F. 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

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

OFFICIAL USE

Certified Mail Fee
 \$

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

☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☒ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage
 \$

Total Postage and Fees
 \$

Sent To
 Dwight Priscock and Roberta Priscock
 Street and Apt. No., or PO Box No.
 64 Lakeside Rd.
 City, State, ZIP+4[®]
 Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

245

OCT 27 2020

Photographs below were taken by Officer Sarah Perez on Thursday, November 9, 2023, public hearing notices were mailed to the property owner via certified mail. Also placed in the front window at City Hall and placed on the property on Saturday, November 11, 2023.

(PDF OF THE PUBLIC HEARING NOTICE)

Dewight Prisock and Roberta Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01

245 Ruth Rd. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **December 5, 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.

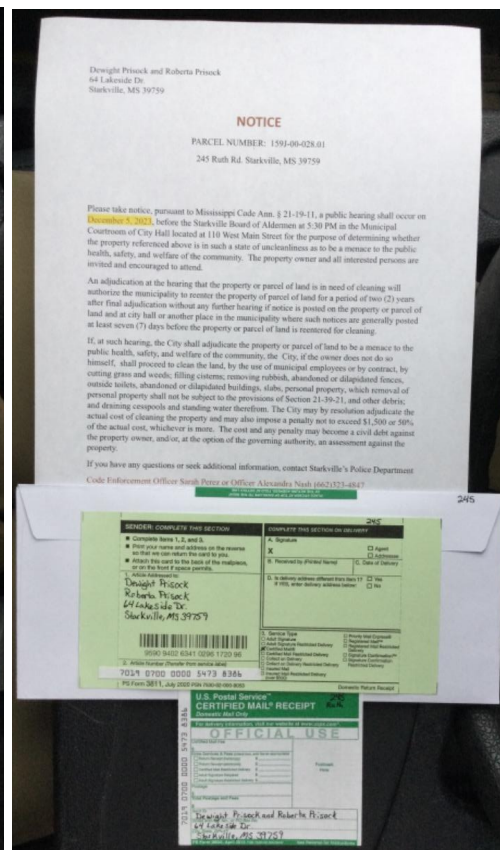
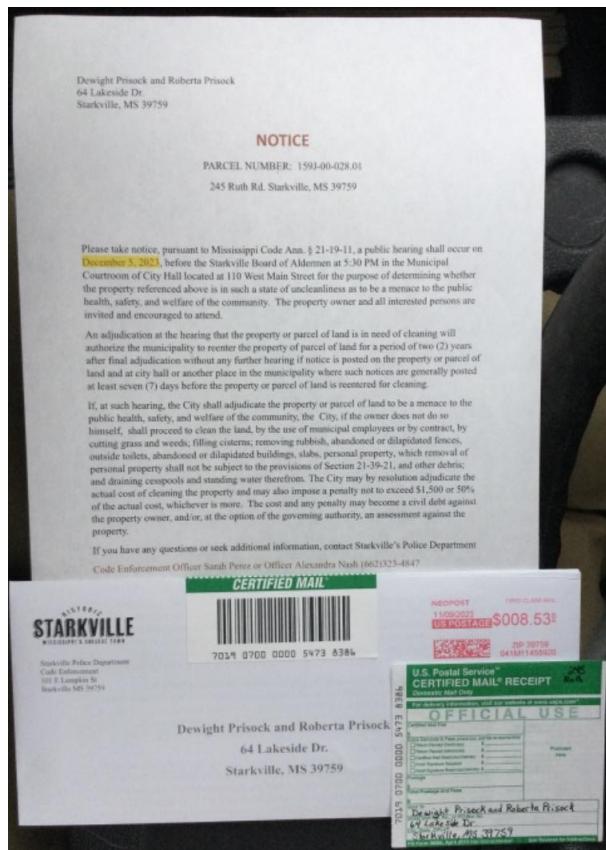
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land 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

Public Hearing notice mailed to the property owner on Thursday, November 9, 2023
(PHOTOS OF CERTIFIED MAIL SENT)



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



Dewight Prisock and Roberta Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01
245 Ruth Rd. Starkville, MS 39759

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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

(CALL CARD)

Call # 23-038886
Date/Time 11/11/2023 10:16:38
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher EPPS, J
Disposition NO ACTION
Zone

Location Address

245 RUTH DR
STARKVILLE, MS 39759

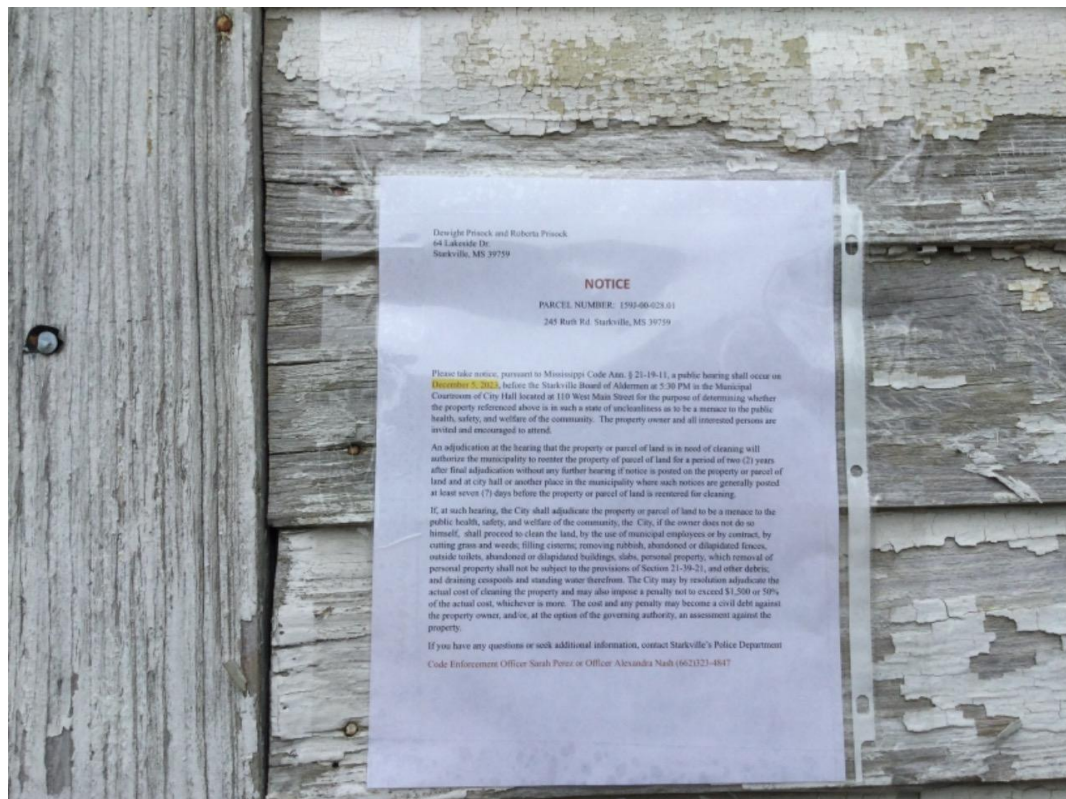
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	10:16:38	10:16:38	10:24:29		
PEREZ, S	10:23:41	10:23:44	10:24:52		

Notes

11/11/2023 10:17:01 AM	NASH, A	PHOTOGRAPHS TAKEN
11/11/2023 10:17:08 AM	NASH, A	NOTICE POSTED
11/11/2023 10:17:20 AM	NASH, A	GRASS IS CUGG
11/11/2023 10:17:22 AM	NASH, A	CUT
11/11/2023 10:23:05 AM	NASH, A	C6 IS WITH

(POSTED ON THE STRUCTURE)



The photographs below were taken by Officer Sarah Perez at the third inspection on Saturday, November 11, 2023, showing no apparent change having been made to change the appearance of the property.





Photographs below were taken by Officer Sarah Perez one week before submission of documents on Saturday November 25, at approximately 10:40. Showing no apparent change having been made to change the appearance of the property.

(CALL CARD)

Call # 23-040482
Date/Time 11/25/2023 10:40:16
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

245 RUTH RD

Officer Information

Badge - Name

PEREZ, S

Dispatched

10:40:16

Arrived

10:40:16

Cleared

10:41:09

De-Assign

Case Number

Notes

11/25/2023 10:40:45 AM PEREZ, S

CASE #23-000525

11/25/2023 10:41:01 AM PEREZ, S

FINAL INSPECTION PHOTOS

(PHOTOGRAPHS OF PROPERTY)









**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Dec. 5, 2023
PAGE: Page 1 of 32

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 305 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 305 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, was performed by Code Enforcement Officer Sarah Perez on Friday, September 1, 2023, and re-inspection on Monday, October 16, 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 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, November 11, 2023. Notification letters of the public hearing were sent on Thursday, November 9, 2023, to the property tax payer/owner *Dewight Prisock and Roberta Prisock, 64 Lakeside Dr, 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 is collected.

The third inspection of the property was done on Saturday, November 11, 2023, showing that no attempts to resolve the issues have been made.

The final inspection was done by Officer Sarah Perez before submission of documents on Saturday, November 25, 2023, at approximately 10:38.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Alexandra Nash @ 662-323-4847

SUGGESTED MOTION:

Move to determine the building, located at 305 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, 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.

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.

305 Ruth Rd, Starkville, MS 39759 with the parcel number 159J-00-028.01, Property Deed

2014 7005
Recorded in the Above
Deed Book 1 Page
10-24-2014 12:05:45 PM
Monica W. Barks
Oktibbeha County, MS

Prepared by:
H. Scott Ross
Attorney At Law
Ross Kelley & Martin, PLLC
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

Return to:
H. Scott Ross
Attorney At Law
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars, (\$10.00) cash in hand paid and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged ,

ROBERTA F. PRISOCK
1287 Lakeside Drive
Starkville, Mississippi 39759

does hereby convey and warrant to

ROBERTA F. PRISOCK and
DWIGHT R. PRISCOK
1287 LAKESIDE DRIVE
STARKVILLE, MISSISSIPPI 39759
770-330-3890

as joint tenants with full rights of survivorship and not as tenants in common, the following described real property located and situated in Oktibbeha County, Mississippi, to-wit:

(See Exhibit A attached) (Pages 4-6)

INDEXING INSTRUCTIONS: All of Lots 24, 25, and 26 of Claytonville Village
Subdivision, S32, T19N, R15E, Oktibbeha County,
Mississippi.

SUBJECT TO all prior mineral reservations, if any, and also subject to easements for public utilities and rights of way for public roadways, whether the same appear of record or not, if any.

WITNESS my signature this the 24th, day of October, 2014.



City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

ROBERTA F PRISOCK
64 LAKESIDE RD
Starkville, MS 39759

Case No. 23-000425
Issued: September 05, 2023

VIOLATION LOCATION

305 Ruth Rd
Starkville, MS

LEGAL DESCRIPTION

-

An inspection of the above referenced property was made on September 05, 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 September 15, 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: ROBERTA F PRISOCK

Violations Listing

Unsafe Structures and Equipment [IPMC 2021 Section 111]

Reported By: Sarah Perez on Sep 01, 2023 at 9:43 AM

When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

CORRECTION

DESCRIPTION

Unsafe Structures

REQUIRED

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.





The photographs below were taken by Officer Sarah Perez at the first inspection on Friday, September 1, 2023, at approximately 09:23.

(CALL CARD)

Call # 23-030131
Date/Time 09/01/2023 09:23:47
Type CODE ENFORCEMENT
How Rcvd PHONE
Sent To Dispatch 09/01/2023 09:23:57

Dispatcher MULLEN, T
Disposition NO ACTION
Zone

Location Address

305 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	09:25:16	09:25:18	11:13:05		
PEREZ, S	09:45:45	09:45:53	09:46:39		

Notes

9/1/2023 9:25:13 AM	MULLEN, T	CALL REOPENED: NASH
9/1/2023 9:46:09 AM	PEREZ, S	DILAPIDATED STRUCTURE
9/1/2023 9:46:19 AM	PEREZ, S	PHOTOS TAKEN
9/1/2023 9:46:30 AM	PEREZ, S	CASE #23-000425

(NORTH SIDE OF PROPERTY)



(PHOTOS ON THE FRONT PORCH)



(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



The photographs below were taken by Officer Sarah Perez at the second inspection on Monday, October 16th, 2023, at approximately 14:15. Showing no apparent change having been made to change the appearance of the property.

(CALL CARD)

Call # 23-035424
Date/Time 10/16/2023 14:15:52
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

305 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:15:52	14:15:52	14:28:07		

Notes

10/16/2023 2:24:02 PM	PEREZ, S	CASE #23-000425
10/16/2023 2:26:53 PM	PEREZ, S	DILAPIDATED STRUCTURE VIOLATION
10/16/2023 2:27:15 PM	PEREZ, S	NO CHANGE HAS BEEN MADE TO FIX THE VIOLATIONS
10/16/2023 2:27:59 PM	PEREZ, S	PHOTOS TAKEN AND A SUBMISSION WILL BE MADE TO THE BOARD OF ALDERMAN FOR A CALL FOR PUBLIC HEARING

(NORTH SIDE OF PROPERTY)







(WEST SIDE OF PROPERTY)









(SOUTH SIDE OF PROPERTY)





(EAST SIDE OF PROPERTY)



[illegible]

SENDER: COMPLETE THIS SECTION

- 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.

1. Article Addressed to:
Dwight Prisock and Roberta Prisock
64 Lakeside Rd.
Starkville, MS 39759

2. Article Number (Transfer from service label)
7019 0700 0000 5473 8331

PS Form 3811, July 2020 PSN 7530-02-000-9033

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 11? If YES, enter delivery address below:

Yes ☐ No ☐

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 Restricted
☐ 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**

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

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☒ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
\$

Sent To
Dwight & Roberta Prisock
64 Lakeside Rd.
Starkville, MS 39759

PS Form 3811, April 2015 PSN 7530-02-000-9033 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
\$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☒ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
\$

Sent To
Dwight & Roberta Prisock
64 Lakeside Rd.
Starkville, MS 39759

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

Postmark Here
OCT 27 2020

Photographs below were taken by Officer Sarah Perez on Thursday, November 9, 2023, public hearing notices were mailed to the property owner via certified mail. Also placed in the front window at City Hall and placed on the property on Saturday, November 11, 2023.

(PDF OF THE PUBLIC HEARING NOTICE)

Dewight Prisock and Roberta Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01

305 Ruth Rd. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **December 5, 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.

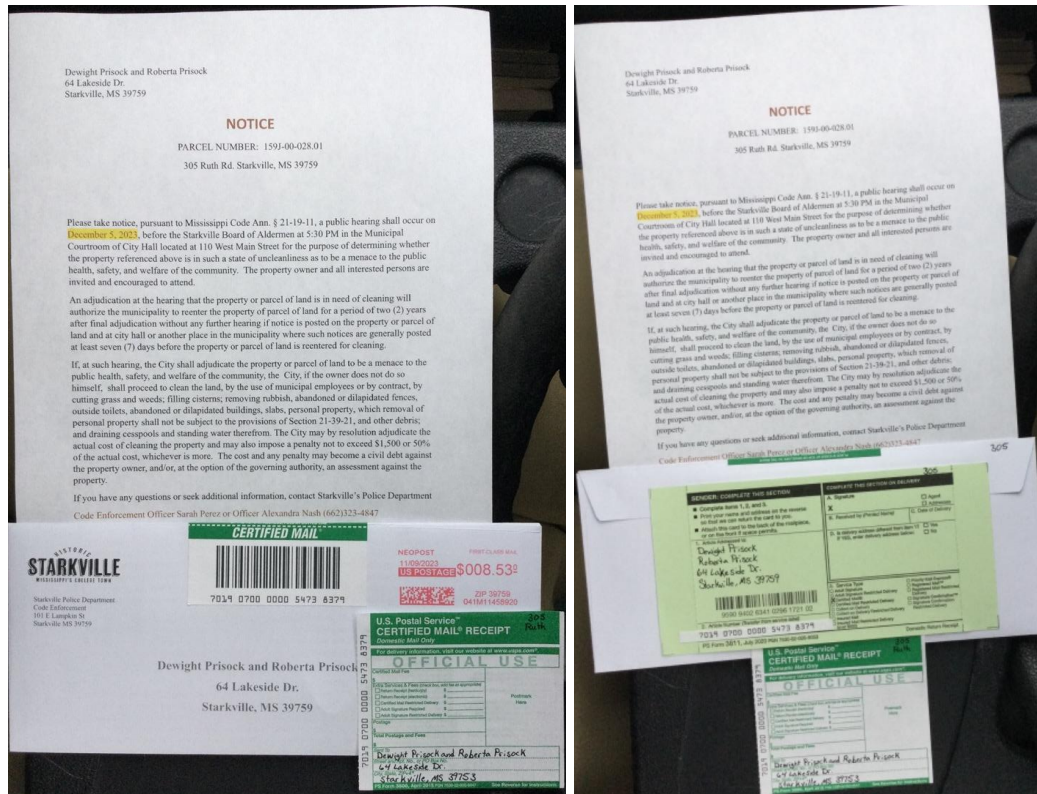
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If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal 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

Public Hearing notice mailed to the property owner on Thursday, November 9, 2023
(PHOTOS OF CERTIFIED MAIL SENT)



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



Dewight Prisoek and Roberta Prisoek
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01

305 Ruth Rd. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **December 5, 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

(CALL CARD)

Call # 23-038884
Date/Time 11/11/2023 10:11:43
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher EPPS, J
Disposition NO ACTION
Zone

Location Address

305 RUTH ROAD

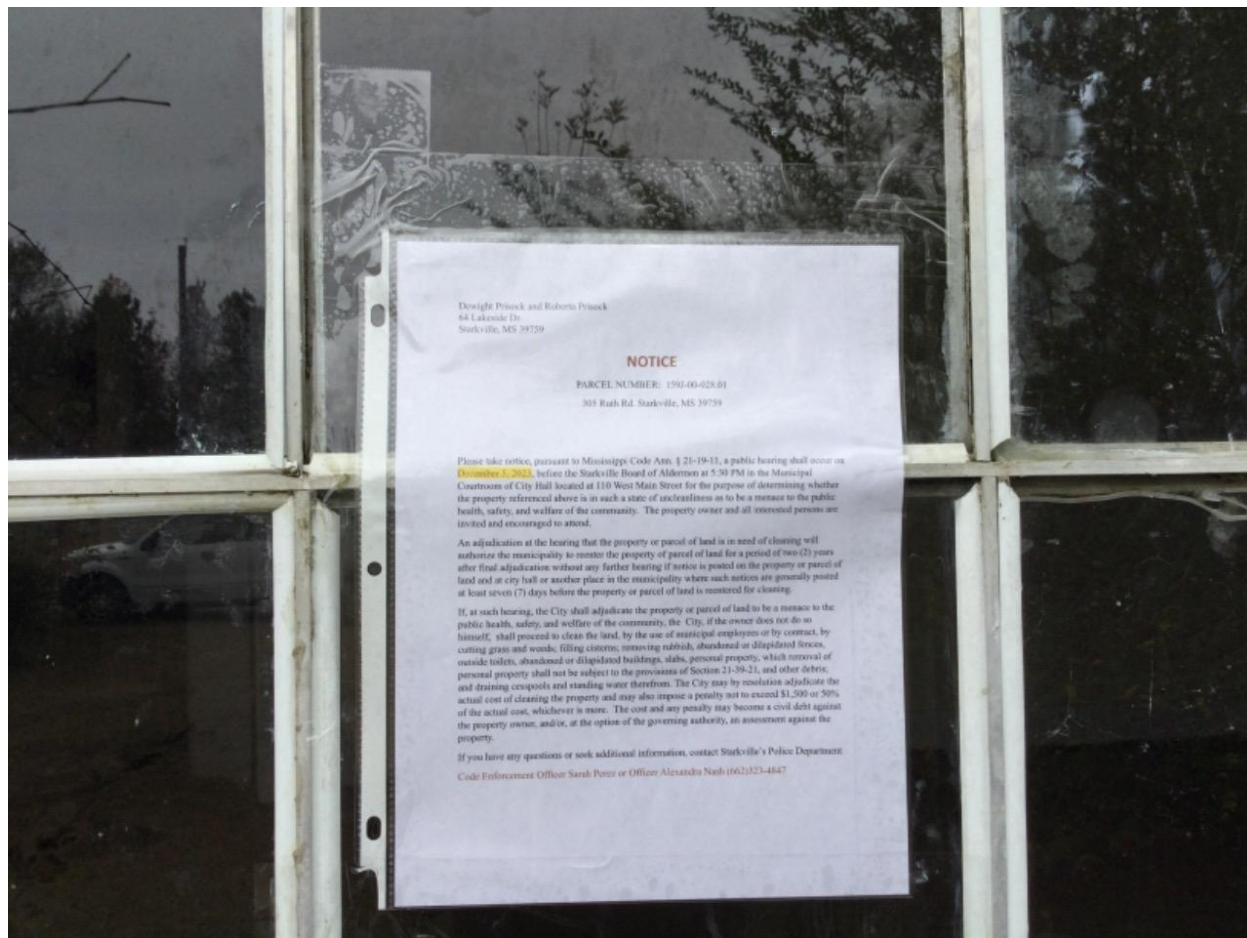
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	10:11:43	10:11:43	10:16:19		
PEREZ, S	10:12:29	10:12:31	10:23:35		

Notes

11/11/2023 10:12:25 AM	NASH, A	PHOTOGRAPHS TAKEN
11/11/2023 10:12:32 AM	NASH, A	NOTICE PLACED AT DOOR
11/11/2023 10:16:10 AM	NASH, A	NO CHANGE GRASS IS CUT

(POSTED ON THE STRUCTURE)





The photographs below were taken by Officer Sarah Perez at the third inspection on Saturday, November 11, 2023. Showing no apparent change having been made to change the appearance of the property.







Photographs below were taken by Officer Sarah Perez one week before submission of documents on Saturday, November 25, at approximately 10:38. Showing no apparent change having been made to change the appearance of the property.

(CALL CARD)

Call # 23-040481
Date/Time 11/25/2023 10:38:53
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

305 RUTH RD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:38:53	10:38:53	10:39:58		

Notes

11/25/2023 10:39:29 AM PEREZ, S

CASE #23-000526

11/25/2023 10:39:48 AM PEREZ, S

FINAL INSPECTION PHOTOS

(PHOTOGRAPHS OF PROPERTY)











**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Dec. 5, 2023
PAGE: Page 1 of 31

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 325 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 325 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, was performed by Code Enforcement Officer Sarah Perez on Friday, September 1, 2023, and re-inspection on Monday, October 16th, 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 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, November 11, 2023. Notification letters of the public hearing were sent on Thursday, November 9, 2023, to the property tax payer/owner *Dewight Prisock and Roberta Prisock, 64 Lakeside Dr, 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 is collected.

The third inspection of the property was done on Saturday, November 11, 2023, showing that no attempts to resolve the issues have been made.

The final inspection was done by Officer Sarah Perez before submission of documents on Saturday, November 25, 2023, at approximately 10:22.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Alexandra Nash @ 662-323-4847

SUGGESTED MOTION:

Move to determine the building, located at 325 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, 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.

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.

2014 7005
Recorded in the Above
Deed Book 1 Page
10-24-2014 12:05:45 PM
Monica W. Barks
Oktibbeha County, MS

Prepared by:
H. Scott Ross
Attorney At Law
Ross Kelley & Martin, PLLC
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

Return to:
H. Scott Ross
Attorney At Law
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars, (\$10.00) cash in hand paid and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged ,

ROBERTA F. PRISOCK
1287 Lakeside Drive
Starkville, Mississippi 39759

does hereby convey and warrant to

ROBERTA F. PRISOCK and
DWIGHT R. PRISOCK
1287 LAKESIDE DRIVE
STARKVILLE, MISSISSIPPI 39759
770-330-3890

as joint tenants with full rights of survivorship and not as tenants in common, the following described real property located and situated in Oktibbeha County, Mississippi, to-wit:

(See Exhibit A attached) (Pages 4-6)

INDEXING INSTRUCTIONS: All of Lots 24, 25, and 26 of Claytonville Village
Subdivision, S32, T19N, R15E, Oktibbeha County,
Mississippi.

SUBJECT TO all prior mineral reservations, if any, and also subject to easements for public utilities and rights of way for public roadways, whether the same appear of record or not, if any.

WITNESS my signature this the 24th, day of October, 2014.



City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

ROBERTA F PRISOCK

64 LAKESIDE RD
Starkville, MS 39759

Case No. 23-000424

Issued: September 05, 2023

VIOLATION LOCATION

325 Ruth Rd
Starkville, MS

LEGAL DESCRIPTION

-

An inspection of the above referenced property was made on September 05, 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 September 15, 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: ROBERTA F PRISOCK

Violations Listing

Unsafe Structures and Equipment [IPMC 2021 Section 111]

Reported By: Sarah Perez on Sep 01, 2023 at 9:42 AM

When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

CORRECTION

DESCRIPTION

Unsafe Structures

REQUIRED

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.





The photographs below were taken by Officer Sarah Perez at the first inspection on Friday, September 1, 2023, at approximately 09:22.

(CALL CARD)

Call # 23-030130
Date/Time 09/01/2023 09:22:40
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher MULLEN, T
Disposition REPORT
Zone

Location Address

325 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:22:40	09:22:40	09:45:37		
NASH, A	09:24:09	09:24:10	09:25:00		

Notes

9/1/2023 9:40:08 AM	PEREZ, S	DILAPIDATED STRUCTURE
9/1/2023 9:40:17 AM	PEREZ, S	PHOTOS TAKEN
9/1/2023 9:45:29 AM	PEREZ, S	CASE #23-000424

(NORTH SIDE OF PROPERTY)





(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)





(EAST SIDE OF PROPERTY)



The photographs below were taken by Officer Sarah Perez at the second inspection on Monday, October 16, 2023, at approximately 14:05. Showing no apparent change having been made to change the appearance of the property.

(CALL CARD)

Call #	23-035421	Dispatcher	PEREZ, S
Date/Time	10/16/2023 14:05:48	Disposition	NO ACTION
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

325 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:05:48	14:05:48	14:15:17		

Notes

10/16/2023 2:06:56 PM	PEREZ, S	CASE #23-000424 DILAPIDATED STRUCTURE
10/16/2023 2:13:28 PM	PEREZ, S	NO CHANGE HAS BEEN MADE TO FIX THE VIOLATIONS
10/16/2023 2:15:00 PM	PEREZ, S	PHOTOS TAKEN AND SUBMISION WILL BE MADE TO THE BOARD OF ALDERMAN FOR CALL FOR PUBLIC HEARING

(NORTH SIDE OF PROPERTY)







(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)







(EAST SIDE OF PROPERTY)







STARKVILLE

City of Starkville, MS
101 E. Lumberton St.
Starkville, MS 39226
Phone: (662) 343-4347

FIRST NOTICE OF VIOLATION

Design: PRISOCK
on 10/26/2023 at 10:00 AM
Starkville, MS 39226

Copy No. 0120000000
Issued: October 27, 2023

VIOLATION LOCATION
101 LAKESIDE RD
Starkville, MS

LEGAL DESCRIPTION

An inspection of the above referenced property was made on October 26, 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:**
November 07, 2023.

If you do not bring this property into compliance, then the city will issue a citation and/or abate this violation 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 the office at (662) 327-4347.**

Issued By:



Sarah Pissok, Code Enforcement Officer

RECEIVED: Design PRISOCK ROBERTA P PRISOCK

RECEIVER: COMPLETE THIS SECTION

- Complete items 1, 5, 6, and 8.
- 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 mailbox, or on the back of a sign posted.
- I, Dwight Prisock and Roberta Prisock
64 Lakeside Rd.
Starkville, MS 39229



0000 0432 6581 0296 1726 00

7033 0700 0000 5479 6317

1. MS Permit 38715, July 2023 PERM-T004-01-000-0000

RECEIVER: THIS SECTION IS RECEIVED

1. Signature ☒ Agent 2. Received by: <u>Prisock, Roberta</u> 3. Date of Receipt: <u>10/27/23</u> 4. Is delivery address different from item 1? ☐ YES, please provide address below: ☐ NO	5. Signature: <u>[Signature]</u> 6. Signature Title: <u>Code Enforcement Officer</u> 7. Signature Date: <u>10/27/23</u> 8. Signature Address: <u>101 E. Lumberton St.</u> 9. Signature City: <u>Starkville, MS</u> 10. Signature State: <u>MS</u> 11. Signature Zip: <u>39226</u> 12. Signature Phone: <u>(662) 343-4347</u> 13. Signature Email: <u>[Email]</u> 14. Signature Fax: <u>[Fax]</u> 15. Signature Mobile: <u>[Mobile]</u> 16. Signature Other: <u>[Other]</u>
--	--

Starkville Public Works

STARKVILLE

City of Starkville, MS
101 E. Lumberton St.
Starkville, MS 39226
Phone: (662) 343-4347

FIRST NOTICE OF VIOLATION

DESIGN: P PRISOCK
on 10/26/2023 at 10:00 AM
Starkville, MS 39226

Copy No. 0120000000
Issued: October 27, 2023

VIOLATION LOCATION
101 LAKESIDE RD
Starkville, MS

LEGAL DESCRIPTION

An inspection of the above referenced property was made on October 26, 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:**
November 07, 2023.

If you do not bring this property into compliance, then the city will issue a citation and/or abate this violation 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 the office at (662) 327-4347.**

Issued By:



Sarah Pissok, Code Enforcement Officer

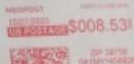
RECEIVED: Design PRISOCK ROBERTA P PRISOCK



STARKVILLE
MISSISSIPPI 39226-1099

Starkville Police Department
Code Enforcement
101 E. Lumberton St.
Starkville, MS 39226

DWIGHT PRISOCK ROBERTA PRISOCK
64 LAKESIDE RD
STARKVILLE, MS 39279





**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
\$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☒ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
\$

Sent To
 Dwight Prisock and Roberta Prisock
 64 Lakeside Rd.
 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
\$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☒ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
\$

Sent To
 Dwight Prisock and Roberta Prisock
 64 Lakeside Rd.
 Starkville, MS 39759

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

Photographs below were taken by Officer Sarah Perez on Thursday, November 9, 2023, public hearing notices were mailed to the property owner via certified mail. This notice was also placed in the front window at City Hall and placed on the property on Saturday, November 11, 2023.

(PDF OF THE PUBLIC HEARING NOTICE)

Dewight Prisock and Roberta Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01

325 Ruth Rd. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **December 5, 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.

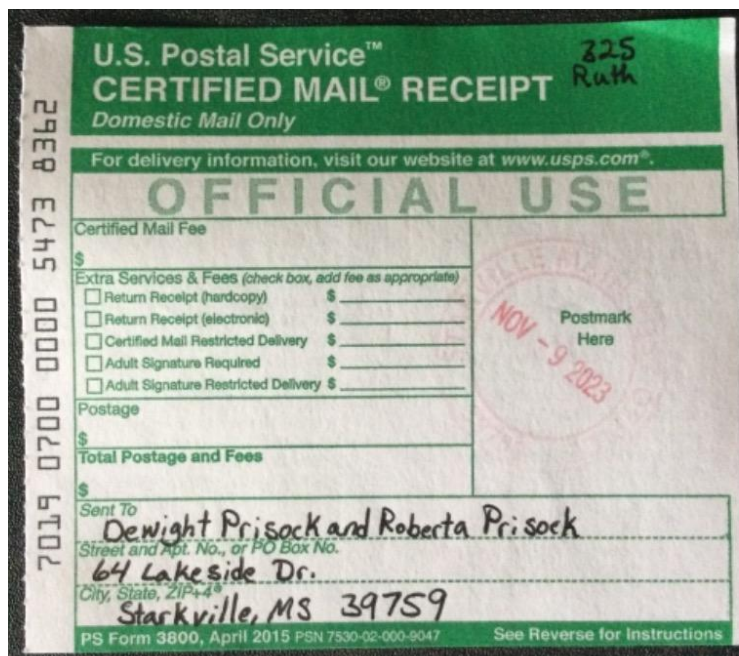
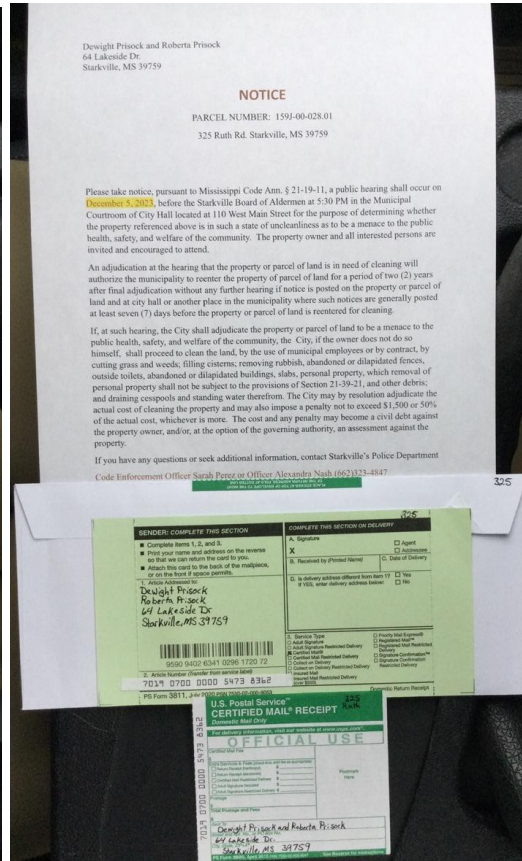
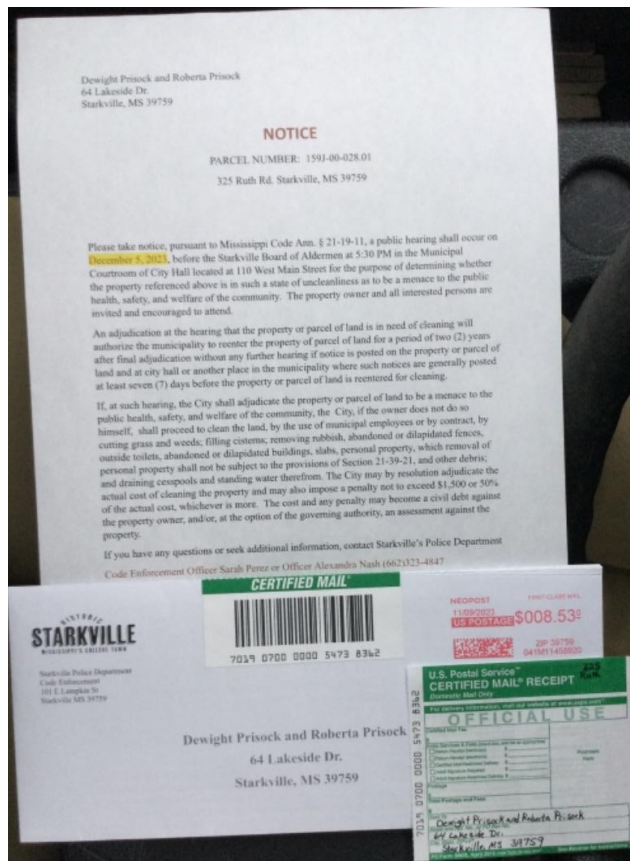
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and 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

Public Hearing notice mailed to the property owner on Thursday, November 9, 2023

(PHOTOS OF CERTIFIED MAIL SENT)



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



Dewight Prisock and Roberta Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01

325 Ruth Rd. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on December 5, 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.

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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

(CALL CARD)

Call # 23-038883
Date/Time 11/11/2023 10:05:11
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher EPPS, J
Disposition NO ACTION
Zone

Location Address

325 RUTH DR
STARKVILLE, MS 39759

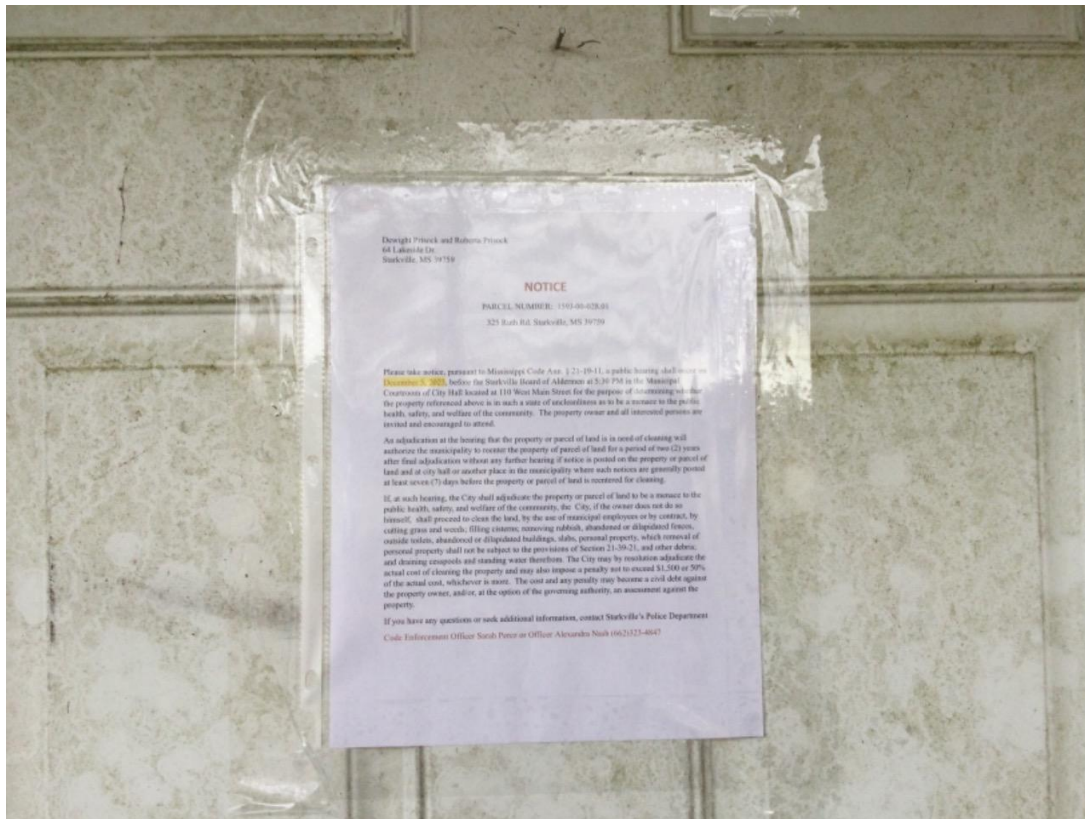
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	10:05:11	10:05:11	10:11:02		
PEREZ, S	10:05:32	10:05:34	10:12:22		

Notes

11/11/2023 10:05:33 AM	NASH, A	PUTTING UP NOTICE
11/11/2023 10:05:39 AM	NASH, A	TAKING UPDATED PHOTOS
11/11/2023 10:10:43 AM	NASH, A	UPLOADING TO CASE
11/11/2023 10:10:56 AM	NASH, A	NO CHANGE GRASS IS CUT

(POSTED ON THE STRUCTURE)





The photographs below were taken by Officer Sarah Perez at the third inspection on Saturday, November 11, 2023







Photographs below were taken by Officer Sarah Perez one week before submission of documents on Saturday, November 25, 2023, at approximately 10:22.

(CALL CARD)

Call #	23-040480	Dispatcher	PEREZ, S
Date/Time	11/25/2023 10:22:26	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

325 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:22:26	10:22:26	10:38:38		

Notes

11/25/2023 10:23:23 AM	PEREZ, S	CASE #23-000527
11/25/2023 10:23:43 AM	PEREZ, S	FINAL INSPECTION PHOTOS

(PHOTOGRAPHS OF PROPERTY)









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

**AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: December 5, 2023
PAGE: 1**

SUBJECT: Request approval of the lease agreement between Titan Aviation and the City of Starkville for a second Jet A refueler truck at a zero cost per month basis

AMOUNT & SOURCE OF FUNDING: no lease cost, airport is responsible for all maintenance per the agreement.

FISCAL NOTE: The airport has an Avgas refueler truck and a Jet A refueler truck leased from Titan Aviation at this time, for \$400.00 each per month. This additional Jet A refueler truck will allow for increased Jet A fuel quantity on the field and provide a second single point refueling option, which is critical to the refueling operation.

AUTHORIZATION HISTORY: The current two refueler trucks lease began in March of 2016

**REQUESTING
DEPARTMENT: Airport**

**DIRECTOR'S
AUTHORIZATION: Rodney Lincoln**

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to approve of the lease agreement between Titan Aviation and the City of Starkville for a second Jet A refueler truck at a zero cost per month basis

STATE OF STARKVILLE

COUNTY OF OKTIBBEHA

REFUELER LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the 1st day of December, 2023 by and between EASTERN AVIATION FUELS INC. dba TITAN AVIATION FUELS, a corporation existing under and by virtue of the laws of the State of North Carolina, with its principal office in New Bern, North Carolina, and hereinafter referred to as "Lessor" and the CITY OF STARKVILLE, MISSISSIPPI hereinafter referred to as "Lessee":

WITNESSETH

Lessor agrees to deliver and lease to Lessee for Lessee's use at the George M Bryan Airport, the aviation refueling truck (hereinafter referred to as "refueling equipment") described as follows:

1997 FORD F700 VIN 1FDPF70J1VV0A3848 WITH 2,200 GALLON TANK

This confirms our mutual understanding that the above described refueling equipment is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said refueling equipment during the term hereof, Lessor hereby agrees to lease to Lessee the refueling equipment for a rental fee of \$0.00 per month, plus applicable sales and use tax, to commence as of the 1st day of December, 2023. Lessor shall be permitted to increase said rental while this agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental. In the event of any increase in rental, Lessee shall have the right to terminate this agreement on the effective date of said increase by giving Lessor thirty (30) days advance written notice of its intention to terminate on said effective date.

2. This agreement shall remain in effect for a primary term of one (1) year beginning on the 1st day of December, 2023 and for an indefinite period thereafter unless and until either party shall notify the other in writing of its desire to terminate this agreement at least thirty (30) days prior to expiration of the primary term, or any other desired termination date thereafter; provided however, this agreement may be terminated at any time without notice on account of breach or default of the terms of this agreement. If the refueling equipment is leased for a period of less than twelve (12) months the Lessee will be responsible for the freight charges associated with the delivery and pick-up of the refueling equipment.

3. Said refueling equipment shall in no way become the property of Lessee, or anyone claiming thereunder, and shall be used solely by Lessee or its representatives at the George M Bryan Airport for handling the aviation fuels supplied by Titan Aviation Fuels.

4. Lessee shall pay all sales and property taxes, assessments, and licenses and registrations on said refueling equipment during the term of the lease, and furnish to Lessor's reasonable satisfaction, verification that payment has been made before said taxes, assessments, or fees become delinquent.

5. It is understood and agreed that Lessee will not encumber said refueling equipment or do or permit anything to prejudice the title of the owner thereto; will comply with all laws, ordinances, and regulations applicable to the refueling equipment; and Lessee agrees to release, indemnify and hold the Lessor and the owner of said refueling equipment harmless from and against any and all claims, liabilities, losses, obligations and causes of action for injury or death of any and all persons, or for damage to or destruction of any or all property arising out of or resulting from the condition, existence, use or maintenance of such refueling equipment, including, but not limited to loss or damage to the refueling equipment, whether or not any of same shall result in whole or in part from the negligence of Lessee or those acting under it. SAID REFUELING EQUIPMENT IS LEASED "AS IS" WITHOUT WARRANTY AS TO MERCHANTABILITY, TITLE, CONDITION, OR FITNESS FOR ANY PURPOSE. It is also agreed that Lessee shall not add or remove any equipment or appurtenances to or from said equipment without the written consent of Lessor.

6. It is further understood and agreed that each party accepts the applicable responsibilities for operating and maintaining said refueling equipment listed as hereafter provided, said list being made a part hereof by reference. Lessor shall be permitted access to inspect the refueling equipment at all reasonable times.

7. Lessee agrees that it shall return said refueling equipment to Lessor at the termination of this agreement in as good condition as when Lessee received it, normal wear and tear excepted.

8. Lessee agrees to maintain adequate physical damage insurance on refueling equipment during the term of this lease with Lessor named as an additional insured party, and to furnish a copy of certificate of insurance to Lessor.

9. This agreement supersedes and takes the place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of refueling equipment at the location stated above.

10. Lessee agrees that it will not use or permit the use of the vehicle leased hereunder in a negligent or improper manner or in violation of any law; or so as to avoid any insurance covering the same; or as a public or private livery; or permit the

vehicle to become subject to any lien, charge or encumbrances.

11. The Lessee is responsible for:

A. Performing minor maintenance on refueler, including preventive maintenance, tune-ups, starter repair, battery replacement, alternator repair, filter/element replacement, ground reel replacement, deadman cable & handle replacement, fuel nozzle replacement, etc. The Lessor shall be responsible for major repairs if caused by normal wear and tear (engine or transmission rebuilding, etc.)

B. Quality control inspections on the fueling equipment and for filter replacement at regular intervals.

C. Furnishing all fuel for refueling equipment.

D. Checking and maintaining sufficient supply of lubricating oil in crankcase.

E. Checking regularly and maintaining sufficient supply of gear oil in transmission and differential.

F. Pay for all ground reel equipment and replacement of aviation refueling hose.

G. Checking battery water level weekly. Test and charge battery as necessary. Replace as needed.

H. Maintaining proper air pressure in tires, and making all necessary tire changes and repairs, including replacements.

I. Pay for all deadman cable and handle replacements.

J. Checking and maintaining adequate all-season antifreeze in radiator to protect cooling system properly. Antifreeze shall be maintained in refueling equipment throughout the year.

K. Keeping all fire extinguishers fully charged and in good working order.

L. Pay for meter calibration, if any required.

M. Inspect nozzle screens, filter, and filtering equipment daily, and clean as necessary.

N. Furnish any ladders desired by Lessee.

O. Pay for any fuel nozzle replacements.

P. Reimburse Lessor for replacement of parts or equipment lost from refueler equipment, and for all expenses incurred for repairs to, and/or replacement of parts of, the refueling equipment through carelessness, abuse, or neglect.

Q. Wash and clean refueling equipment as necessary to maintain good appearance.

R. Advise Lessor at once if operation of truck or refueling system indicates need for repairs which are Lessor's responsibility. Cost of local repairs or replacements by others will not be paid or reimbursed by Lessor unless prior authorization is secured from Lessor.

12. Lessee agrees to release, defend, indemnify, and hold Lessor harmless from and against any and all claims, liabilities, or loss expense (including attorney

fees), obligation and causes for action for injury to or death of any and all persons or for damage to or destruction of any and all property arising out of, or resulting from the use, maintenance and operation of the vehicle.

13. ATTORNEY AND/OR COLLECTION FEES: In the event of default by the Lessee, Lessee agrees to pay Lessor a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Lessee agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this agreement.

14. The execution of this lease and the performance of any act pursuant to the provisions thereof shall not be deemed or constructed to have the effect of creating between Lessor and Lessee the relationship of principal or agent, or of a partnership or joint venture. Lessee shall indemnify and hold the Lessor harmless against any and all claims for damages or injury to any personal property sustained in the operation, use and maintenance of the said vehicle as a result of any willful, intentional, or negligent acts or conduct of Lessee, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed in their corporate names by their Presidents, attested by their Secretaries, and their corporate seals to be hereto affixed, all by order of their respective Boards of Directors and this instrument is executed in duplicate originals, with each party retaining a copy thereof.

EASTERN AVIATION FUELS INC. dba TITAN AVIATION FUELS

By: _____
Robert L. Stallings, IV – President

WITNESS:

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Rodney Lincoln – Airport Director

WITNESS:



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: December 5, 2023
PAGE: Page 1 of 1

SUBJECT:

Consideration of approving permission for the Engineering Department to advertise for term bids for Street Improvement related items including asphalt, milling, striping, and pavement preservation.

SUMMARY:

Term bidding for street improvement related items will provide flexibility on scheduling and allow the Engineering Department to advertise for bids more quickly, both of which are in an effort to solicit the lowest price possible for materials and installation.

REQUESTING DEPARTMENT: Engineering & Street

DIRECTOR'S AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

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

Stephen Kachelman @ 662-323-2525 ext. 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move to approve permission for the Engineering Department to advertise for term bids for Street Improvement related items including asphalt, milling, striping, and pavement preservation.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 12-5-23
PAGE: 1

SUBJECT: Consideration of accepting the Base Bid, Alternate 1 and Alternate 2 from R&J Construction Co. in the amount of \$699,347.53 for the 2023 Roadway Base & Surfacing Program project and authorization for the Mayor to execute a construction contract with the low bidder.

AMOUNT & SOURCE OF FUNDING

Modernization Tax Use

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering & Street

**DIRECTOR'S
AUTHORIZATION:** Cody Burnett

FOR MORE INFORMATION CONTACT: Cody Burnett

This project was originally bid in August and included Boyd Road, Bar-B-Que Road, Lakeside Road, Cannon Road, and Sand Road. A sole bid was received in the amount of \$1,088,301.33 which exceeded the engineering estimate. The sole bid was rejected at the September 5th, 2023 Board of Aldermen meeting with permission for the Engineering Department to re-advertise.

The project was re-advertised in November. The scope of the project was increased to include a portion of Goldfinch Road which has experienced significant base failure. Four bids were received and are summarized below.

Contractor	Base Bid (annexed roads)	Alt. 1 (Sand Road)	Alt. 2 (Goldfinch Road)	Total Bid (all roads)
R&J Construction (low bid)	\$247,905.24	\$354,912.19	\$96,530.10	\$699,347.53
Phillips Construction	\$272,706.58	\$397,848.78	\$103,687.88	\$774,243.23
Double S	\$357,756.79	\$473,110.10	\$139,696.73	\$970,563.62
Burns Dirt Construction	\$377,326.23	\$512,136.00	\$135,112.98	\$1,024,575.21
Engineering Estimate	\$313,627.60	\$521,877.60	\$115,531.60	\$951,036.80

The anticipation is to provide a notice to proceed in early to mid-spring when temperatures become appropriate for material installation.

SUGGESTED MOTION: Move to accept the Base Bid, Alternate 1 and Alternate 2 from R&J Construction Co. in the amount of \$699,347.53 for the 2023 Roadway Base & Resurfacing Program project and authorization for the Mayor to execute a construction contract with the low bidder.

Alternate No. 1 - Sand Rd																		
Engineering Estimate			Burns Dirt Construction, Inc.				Double S, Inc.				Phillips Contracting Co., Inc.				R&J Construction Co., Inc.			
Pay Item No.	Pay Item	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension			
S-200-A	Mobilization	1.0	LS	\$ 30,000.00	\$ 30,000.00	\$ 9,921.78	\$ 9,921.78	\$ 15,000.00	\$ 15,000.00	\$ 11,500.00	\$ 11,500.00	\$ 24,500.00	\$ 24,500.00	\$ 24,500.00	\$ 24,500.00			
S-304-A	Granular Material (LVM) (CL. 3, Gp "B")	144.4	CY	\$ 55.00	\$ 7,942.00	\$ 62.41	\$ 9,012.00	\$ 60.00	\$ 8,664.00	\$ 60.00	\$ 8,664.00	\$ 25.00	\$ 3,610.00	\$ 25.00	\$ 3,610.00			
S-308-A-I	Portland Cement	7739.7	CWT	\$ 19.00	\$ 147,054.30	\$ 19.78	\$ 153,091.27	\$ 18.00	\$ 139,314.60	\$ 19.00	\$ 147,054.30	\$ 14.06	\$ 108,820.18	\$ 14.06	\$ 108,820.18			
S-308-B-I	Soil-Cement-Water Mixing (Multiple Pass Mixers)	14074.7	SY	\$ 7.00	\$ 98,522.90	\$ 9.76	\$ 137,369.07	\$ 10.00	\$ 140,747.00	\$ 5.25	\$ 73,892.18	\$ 3.20	\$ 45,039.04	\$ 3.20	\$ 45,039.04			
S-406-A	Cold Milling of Bituminous Pavement, All Depths	12901.8	SY	\$ 5.00	\$ 64,509.00	\$ 2.01	\$ 25,932.62	\$ 3.00	\$ 38,705.40	\$ 2.00	\$ 25,803.60	\$ 2.70	\$ 34,834.86	\$ 2.70	\$ 34,834.86			
S-410-C-I	Polymerized-Emulsified Asphalt, Grade CRS-2P	11611.6	GAL	\$ 9.00	\$ 104,504.40	\$ 8.15	\$ 94,634.54	\$ 5.75	\$ 66,766.70	\$ 5.75	\$ 66,766.70	\$ 6.60	\$ 76,636.56	\$ 6.60	\$ 76,636.56			
S-410-D	Coarse Aggregate Cover Material, Size 56	248.5	CY	\$ 150.00	\$ 37,275.00	\$ 174.55	\$ 43,375.68	\$ 152.00	\$ 37,772.00	\$ 160.00	\$ 39,760.00	\$ 148.50	\$ 36,902.25	\$ 148.50	\$ 36,902.25			
S-410-E	Seal Aggregate Cover Material, Size 7	133.8	CY	\$ 150.00	\$ 20,070.00	\$ 181.82	\$ 24,327.52	\$ 158.00	\$ 21,140.40	\$ 160.00	\$ 21,408.00	\$ 148.50	\$ 19,869.30	\$ 148.50	\$ 19,869.30			
S-618-A	Maintenance of Traffic	1.0	LS	\$ 12,000.00	\$ 12,000.00	\$ 14,471.53	\$ 14,471.53	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,700.00	\$ 4,700.00	\$ 4,700.00	\$ 4,700.00			
				Estimate Total:	\$ 521,877.60	Alt No. 1 Total:	\$ 512,136.00	Alt No. 1 Total:	\$ 473,110.10	Alt No. 1 Total:	\$ 397,848.78	Alt No. 1 Total:	\$ 354,912.19					
Alternate No. 2 Goldfinch Ln																		
Engineering Estimate			Burns Dirt Construction, Inc.				Double S, Inc.				Phillips Contracting Co., Inc.				R&J Construction Co., Inc.			
Pay Item No.	Pay Item	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension			
S-200-A	Mobilization	1.0	LS	\$ 12,000.00	\$ 12,000.00	\$ 8,887.88	\$ 8,887.88	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 17,719.90	\$ 17,719.90	\$ 17,719.90	\$ 17,719.90			
S-308-A-I	Portland Cement	1654.4	CWT	\$ 19.00	\$ 31,433.60	\$ 19.78	\$ 32,724.03	\$ 20.00	\$ 33,088.00	\$ 19.00	\$ 31,433.60	\$ 16.44	\$ 27,198.34	\$ 16.44	\$ 27,198.34			
S-308-B-I	Soil-Cement-Water Mixing (Multiple Pass Mixers)	3008.6	SY	\$ 7.00	\$ 21,060.20	\$ 9.76	\$ 29,363.94	\$ 12.00	\$ 36,103.20	\$ 7.00	\$ 21,060.20	\$ 3.50	\$ 10,530.10	\$ 3.50	\$ 10,530.10			
S-406-A	Cold Milling of Bituminous Pavement, All Depths	2766.1	SY	\$ 5.00	\$ 13,830.50	\$ 6.17	\$ 17,066.84	\$ 4.00	\$ 11,064.40	\$ 3.00	\$ 8,298.30	\$ 2.81	\$ 7,772.74	\$ 2.81	\$ 7,772.74			
S-410-C-I	Polymerized-Emulsified Asphalt, Grade CRS-2P	2489.7	GAL	\$ 9.00	\$ 22,407.30	\$ 8.15	\$ 20,291.06	\$ 6.25	\$ 15,560.63	\$ 5.75	\$ 14,315.78	\$ 6.60	\$ 16,432.02	\$ 6.60	\$ 16,432.02			
S-410-D	Coarse Aggregate Cover Material, Size 56	53.3	CY	\$ 150.00	\$ 7,995.00	\$ 174.55	\$ 9,303.52	\$ 225.00	\$ 11,992.50	\$ 190.00	\$ 10,127.00	\$ 148.50	\$ 7,915.05	\$ 148.50	\$ 7,915.05			
S-410-E	Seal Aggregate Cover Material, Size 7	28.7	CY	\$ 150.00	\$ 4,305.00	\$ 181.82	\$ 5,218.23	\$ 240.00	\$ 6,888.00	\$ 190.00	\$ 5,453.00	\$ 148.50	\$ 4,261.95	\$ 148.50	\$ 4,261.95			
S-618-A	Maintenance of Traffic	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 12,257.49	\$ 12,257.49	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,700.00	\$ 4,700.00	\$ 4,700.00	\$ 4,700.00			
				Estimate Total:	\$ 115,531.60	Alt No. 2 Total:	\$ 135,112.98	Alt No. 2 Total:	\$ 139,696.73	Alt No. 2 Total:	\$ 103,687.88	Alt No. 2 Total:	\$ 96,530.10	Alt No. 2 Total:	\$ 96,530.10			

Math Error: Unit Price Governs

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



Signature



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 12/05/2023

PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2023- 2024 Budget

FISCAL NOTE: Total Claims for the **FY 24** Claims Docket Ending November 29, 2023 is \$1,716,159.65

Of which the claims amount for Starkville Utilities is \$878,013.11

REQUESTING

DEPARTMENT: Finance and Administration

DIRECTOR'S

AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Cindy Perkins, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities as of November 29, 2023 for fiscal years ending 09/30/24 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.



City of Starkville, MS

CLAIMS DOCKET

By Fund

Post Dates 11/27/2023 - 11/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
INTEGRITY SURVEILLANCE GROUP	15727	11/15/2023	RECORDING BINOCULARS	001-000-334-126	924.00
INTEGRITY SURVEILLANCE GROUP	15728	11/15/2023	MICRO SOS CPS TRACKER 4G	001-000-334-126	419.00
WALMART- CAPITAL ONE	315863	11/20/2023	LUNCH SUPPLIES FOR FIREFIGHTERS	001-000-160-697	17.64
PETTY CASH VOUCHERS	INV0036866	11/27/2023	PROGRAPHICS	001-000-160-698	21.40
Outstanding Total:					1,382.04
Paid					
ASTRID CORRAL	INV0036854	11/27/2023	TICKET RETIRED TO THE FILE 1323874	001-000-149-691	100.00
BREYON BRADFORD	INV0036855	11/27/2023	OVERPAID	001-000-149-691	155.75
RUAN NAUDE	INV0036856	11/27/2023	OVER PAYMENT OF CASH BOND 1334081	001-000-149-691	155.75
ROSS BARNES	INV0036857	11/27/2023	OVERPAYMENT OF CASH BOND 1334080	001-000-149-691	155.75
ARMIN BOTHA	INV0036858	11/27/2023	OVERPAYMENT OF CASH BOND 1334083	001-000-149-691	155.75
ALEX BRADDOCK	INV0036859	11/27/2023	OVERPAYMENT OF CASH BOND 1331562	001-000-149-691	155.75
Paid Total:					878.75
Department 000 - UNDESIGNATED Total:					2,260.79
Department: 005 - DUE FROM SFM					
Outstanding					
CANON FINANCIAL SERVICES, INC	31584755	11/11/2023	CONTRACT/METER USAGE	001-005-054-208	395.08
FUELMAN / FLEETCOR	NP65444738	11/20/2023	FUEL CHARGES 11/13/23-11/19/23	001-005-054-208	28.11
ATMOS ENERGY	INV0036875	11/27/2023	MONTHLY USAGE	001-005-054-208	114.76
Outstanding Total:					537.95
Department 005 - DUE FROM SFM Total:					537.95
Department: 110 - MUNICIPAL COURT					
Outstanding					
CANON FINANCIAL SERVICES, INC	31584759	11/11/2023	CONTRACT/METER USAGE	001-110-604-330	130.55
CANON FINANCIAL SERVICES, INC	31584763	11/11/2023	CONTRACT/METER USAGE	001-110-604-330	107.59
QUADIENT FINANCE USA, INC.	INV0036864	11/17/2023	POSTAGE BREAKDOWN	001-110-604-330	1,500.00
MS MUNICIPAL COURT CLERKS ASN.	INV0036863	11/20/2023	2023-2024 YEARLY DUES	001-110-690-553	225.00
Outstanding Total:					1,963.14
Department 110 - MUNICIPAL COURT Total:					1,963.14
Department: 120 - MAYORS OFFICE					
Outstanding					
CAPITOL RESOURCES LLC	16222	10/01/2023	CONSULTING SERVICES SEPT 2023	001-120-600-300	3,125.00
CANON FINANCIAL SERVICES, INC	31584762	11/11/2023	CONTRACT/METER USAGE	001-120-604-330	103.47

CLAIMS DOCKET

Post Dates: 11/27/2023 - 11/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
QUADIENT FINANCE USA, INC.	INV0036864	11/17/2023	POSTAGE BREAKDOWN	001-120-604-330	20.00
Outstanding Total:					3,248.47
Department 120 - MAYORS OFFICE Total:					3,248.47
Department: 123 - IT					
Outstanding					
CANON FINANCIAL SERVICES, INC	31584754	11/11/2023	CONTRACT/METER USAGE	001-123-604-330	121.43
DELL FINANCIAL SERVICES	2880484	11/13/2023	LEASE RENTAL	001-123-918-809	995.70
DELL FINANCIAL SERVICES	2885251	11/13/2023	LEASE RENTAL	001-123-918-809	497.85
CONVERGINT TECHNOLOGIES, LLC	W1715269	11/27/2023	STRATOCAST RENEWAL	001-123-918-806	8,430.18
Outstanding Total:					10,045.16
Department 123 - IT Total:					10,045.16
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
CANON FINANCIAL SERVICES, INC	3154753	11/11/2023	CONTRACT/METER USAGE	001-142-604-330	463.54
CANON FINANCIAL SERVICES, INC	31584759	11/11/2023	CONTRACT/METER USAGE	001-142-604-330	130.54
REYNOLDS/RENASANT INSURANCE AGENCY	1338108	11/15/2023	BOND RENEWAL M BALLARD	001-142-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1338109	11/15/2023	BOND RENEWAL L HARDIN	001-142-620-371	175.00
MAGPPA	1510	11/17/2023	MEMBERSHIP RENEWAL J MCLAURIN REF# 1510	001-142-690-556	35.00
QUADIENT FINANCE USA, INC.	INV0036864	11/17/2023	POSTAGE BREAKDOWN	001-142-604-330	350.00
MMCCA	INV0036869	11/17/2023	4 CLERK SHIRTS	001-142-501-200	164.00
AMAZON CAPITAL SERVICES, INC.	1QPD-M7X6-MYJ7	11/19/2023	ENVELOPES, TRASH, BAGS, SORTKWK, GLUE, PAPER, ETC	001-142-501-200	343.04
STARKVILLE DAILY NEWS	INV0036862	11/20/2023	SUBSCRIPTION RENEWAL	001-142-501-200	149.00
Outstanding Total:					1,985.12
Department 142 - CITY CLERKS OFFICE Total:					1,985.12
Department: 169 - LEGAL					
Outstanding					
STARKVILLE DAILY NEWS	300245344	11/16/2023	PUBLIC NOTICE HISTORIC	001-169-615-342	28.90
STARKVILLE DAILY NEWS	300245358	11/21/2023	T-MOBILE STORE	001-169-615-342	66.24
STARKVILLE DAILY NEWS	300245367	11/26/2023	300 APPLE STREET	001-169-615-342	242.64
Outstanding Total:					337.78
Department 169 - LEGAL Total:					337.78
Department: 180 - HUMAN RESOURCES					
Outstanding					
CLINIC AT ELM LAKE, THE	37524	09/28/2023	DRUG SCREEN P GREGG	001-180-600-320	35.00
CANON FINANCIAL SERVICES, INC	31584754	11/11/2023	CONTRACT/METER USAGE	001-180-604-330	121.42
CLINIC AT ELM LAKE, THE	38008	11/16/2023	DRUG SCREEN R PRATER	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	38027	11/17/2023	DRUG SCREEN J SMITH	001-180-600-320	35.00
QUADIENT FINANCE USA, INC.	INV0036864	11/17/2023	POSTAGE BREAKDOWN	001-180-604-330	20.00
CLINIC AT ELM LAKE, THE	38036	11/20/2023	DRUG SCREEN J FRENCH	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	38037	11/20/2023	DRUG SCREEN E HEARD	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	38067	11/27/2023	DRUG SCREEN S GOZA	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	38068	11/27/2023	DRUG SCREEN S MILLER	001-180-600-320	35.00
Outstanding Total:					386.42
Department 180 - HUMAN RESOURCES Total:					386.42
Department: 190 - CITY PLANNER					
Outstanding					
CIVICPLUS	50B42F29-0004	10/21/2023	MUNIPRO SUBSCRIPTION 10/21/23-10/21/24	001-190-690-554	295.00

CLAIMS DOCKET

Post Dates: 11/27/2023 - 11/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC	31584762	11/11/2023	CONTRACT/METER USAGE	001-190-604-330	103.47
QUADIENT FINANCE USA, INC.	INV0036864	11/17/2023	POSTAGE BREAKDOWN	001-190-604-330	50.00
Outstanding Total:					448.47
Department 190 - CITY PLANNER Total:					448.47
Department: 192 - GENERAL GOVERN BLDG & PLANT Outstanding					
CINTAS	4174870417	11/22/2023	SUPPLIES	001-192-510-220	51.32
ATMOS ENERGY	INV0036875	11/27/2023	MONTHLY USAGE	001-192-625-380	611.83
MMC MATERIALS, INC.	861767	11/28/2023	CONCRETE-GENERATOR PAD	001-192-630-403	503.00
LIGHTS & BALLASTS, LLC	255384	11/29/2023	REPAIRS & REPLACE LIGHTS-CITY HALL	001-192-630-403	549.00
Outstanding Total:					1,715.15
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					1,715.15
Department: 197 - ENGINEERING Outstanding					
POLLAN & ASSOC. PA	23702	10/13/2023	CUSTOM EMBROIDERY ON 12 POLOS	001-197-535-233	109.52
CANON FINANCIAL SERVICES, INC	31584762	11/11/2023	CONTRACT/METER USAGE	001-197-604-330	103.47
QUADIENT FINANCE USA, INC.	INV0036864	11/17/2023	POSTAGE BREAKDOWN	001-197-604-330	20.00
FUELMAN / FLEETCOR	NP65444738	11/20/2023	FUEL CHARGES 11/13/23-11/19/23	001-197-525-231	41.30
AMAZON CAPITAL SERVICES, INC.	1WLH-33PY-R973	11/28/2023	2024 PLANNER	001-197-501-200	41.49
Outstanding Total:					315.78
Department 197 - ENGINEERING Total:					315.78
Department: 201 - POLICE DEPARTMENT Outstanding					
MAGNOLIA BOTTLED WATER CO	51463-A	08/06/2023	5 GALLON WATER	001-201-501-200	54.00
R&M TIRES	1148789	10/24/2023	VIN#5177 FLAT REPAIR	001-201-630-360	30.00
WALMART- CAPITAL ONE	621649376	10/27/2023	TENTS, TABLES, ETC	001-201-556-251	324.30
AT&T VPN SERVICE	1486383804	11/01/2023	NCIC 831-001-1095-769	001-201-604-330	205.61
R&M TIRES	1149057	11/06/2023	VIN#0842 WIPER BLADES	001-201-630-360	49.98
DPS CRIME LAB	90137954	11/07/2023	LAB FEES	001-201-600-300	60.00
TRI-STARR MUFFLER & BRAKES	664647	11/08/2023	VIN#6901 TRANSMISSION MOUNT, COOLANT LINES, COOLANT	001-201-630-360	752.40
R&M TIRES	1149145	11/09/2023	VIN#5177 4 TIRES	001-201-630-360	729.79
TRI-STARR MUFFLER & BRAKES	664649	11/09/2023	VIN#5176 MOTOR MOUNT & LABOR	001-201-630-360	458.07
CANON FINANCIAL SERVICES, INC	31584757	11/11/2023	CONTRACT/METER USAGE	001-201-635-369	400.00
CANON FINANCIAL SERVICES, INC	31584758	11/11/2023	CONTRACT/METER USAGE	001-201-635-369	56.20
CANON FINANCIAL SERVICES, INC	31584760	11/11/2023	CONTRACT/METER USAGE	001-201-635-369	276.35
CANON FINANCIAL SERVICES, INC	31584761	11/11/2023	CONTRACT/METER USAGE	001-201-604-330	125.25
MARK BALLARD	INV0036870	11/12/2023	REIMBURSEMENT UBER FARE CALEA CONFERENCE	001-201-690-552	50.43
MARK BALLARD	INV0036874	11/12/2023	REIMBURSEMENT FOR MEALS CALEA CONFERENCE	001-201-690-552	196.94
R&M TIRES	1149200	11/13/2023	VIN#5176 BRAKE PAD, BRAKE ROTOR, REAR DISC PAD, ETC	001-201-630-360	727.98
CAPITOL HARDWARE COMPANY, INC	210753	11/13/2023	10 KEYS & FREIGHT	001-201-556-251	684.00
WALMART- CAPITAL ONE	513118	11/13/2023	EARPLUGS	001-201-556-251	37.52
MAGNOLIA BOTTLED WATER CO	58952	11/13/2023	5 GAL WATER	001-201-501-200	50.00

CLAIMS DOCKET

Post Dates: 11/27/2023 - 11/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
ARMY NAVY PAWN SHOP	111423A	11/14/2023	BOOTS	001-201-535-233	69.00
WALTMON FRAME AND BODY SHOP	15398	11/14/2023	2013 TAURUS REPAIRS VIN#8064	001-201-630-360	3,432.08
AT&T-NCIC MONITOR LINE	INV0036867	11/14/2023	NCIC MONITORING LINE	001-201-604-330	44.54
ARMY NAVY PAWN SHOP	111523A	11/15/2023	HOLSTERS	001-201-535-233	440.00
WALTMON FRAME AND BODY SHOP	15394	11/15/2023	DOOR REPAIR VIN#8070	001-201-630-360	235.00
EAST MISSISSIPPI LUMBER CO.	25702	11/15/2023	STAIN & SEALANT	001-201-630-426	102.41
IVY AUTO PARTS, LLC.	720282	11/15/2023	WINDSHIELD WIPERS	001-201-630-360	23.38
TRI-STARR MUFFLER & BRAKES	764671	11/15/2023	VIN#2260 MASTER CYLINDER,BOOSTER,LABOR & FLUIDS	001-201-630-360	802.29
R&M TIRES	1149287	11/16/2023	VIN#9661 TIRE & BALANCE	001-201-630-360	154.95
TRIAD MARTIAL ARTS, INC.	122023SOUTH-07	11/16/2023	INSTRUCTOR CERTIFICATION COURSE C JONES	001-201-690-552	1,400.00
WALMART- CAPITAL ONE	342237	11/16/2023	BATTERIES FOR BODY CAMERAS	001-201-556-251	62.53
CALEA	INV42242	11/16/2023	ANNUAL CONTINUATION FEE	001-201-600-300	4,646.00
WALMART- CAPITAL ONE	160773	11/17/2023	PADLOCK DISCS,CABLE TIES	001-201-556-251	44.62
QUADIENT FINANCE USA, INC.	INV0036864	11/17/2023	POSTAGE BREAKDOWN	001-201-604-330	20.00
R&M TIRES	1149336	11/20/2023	VIN#4115 OIL CHANGE, HEADLIGHT BULB, AIR FILTER	001-201-630-360	164.93
SECURITY SOLUTIONS	18266	11/20/2023	MAYOR'S OFFICE PANIC SYSTEM	001-201-600-300	384.00
AMAZON CAPITAL SERVICES, INC.	1MFV-W66C-11MC	11/20/2023	OFFICE SUPPLIES	001-201-501-200	211.56
SOUTHERN CONNECTION POLICE SUPPLIES, LLC	28238	11/20/2023	INVESTIGATIONS DIVISION 10 RAINCOATS, 5 SAFETY VEST W/VINYL LETTERING	001-201-535-233	1,464.95
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036877	11/20/2023	MONTHLY USAGE	001-201-625-380	-262.00
FUELMAN / FLEETCOR	NP65444738	11/20/2023	FUEL CHARGES 11/13/23-11/19/23	001-201-525-231	3,353.00
ARMY NAVY PAWN SHOP	112123A	11/21/2023	UNIFORMS	001-201-535-233	112.00
DANNY MCCLUSKEY TOWING	4311	11/21/2023	TOWED TO SPD BAY	001-201-600-300	100.00
MID-SOUTH UNIFORM & SUPPLY, INC	644649	11/22/2023	UNIFORMS	001-201-535-233	1,327.76
DANNY MCCLUSKEY TOWING	4315	11/23/2023	VIN#5179 TOW PATROL CAR TO IMPOUND LOT	001-201-600-300	275.00
AMAZON CAPITAL SERVICES, INC.	143Y-N6PY-M36N	11/25/2023	12 2024 PLANNERS	001-201-501-200	115.92
AMAZON CAPITAL SERVICES, INC.	1RX1-7V1G-FDH3	11/25/2023	BINDER CLIPS, PENS, FOLDERS	001-201-501-200	61.94
DANNY MCCLUSKEY TOWING	4316	11/25/2023	FROM REED RD TO PD IMPOUND LOT	001-201-600-300	175.00
AMAZON CAPITAL SERVICES, INC.	17QW-DN6Y-V1HL	11/26/2023	UNIFORMS	001-201-535-233	190.36
GTPDD PHARMACY	40846	11/27/2023	PRISONER MEDICINE J LUCIOUS	001-201-541-240	14.02
STARKVILLE NARCOTICS	INV0036865	11/27/2023	ARIOUS INFORMANT FEES	001-201-600-304	1,230.00
ATMOS ENERGY	INV0036875	11/27/2023	MONTHLY USAGE	001-201-625-380	39.85
STARKVILLE UTILITIES	INV0036876	11/27/2023	MONTHLY USAGE	001-201-625-380	67.16
FUELMAN / FLEETCOR	NP65490947	11/27/2023	FUEL CHARGES 11/20-11/26/23	001-201-525-231	2,777.81
OKTIBBEHA COUNTY COOPERATIVE	954467	11/28/2023	BOOTS	001-201-535-233	124.85
Outstanding Total:					28,673.73
Department 201 - POLICE DEPARTMENT Total:					28,673.73
Department: 246 - CODE ENFORCEMENT					
Outstanding					
FUELMAN / FLEETCOR	NP65444738	11/20/2023	FUEL CHARGES 11/13/23-11/19/23	001-246-525-231	100.30
NEXTSTEP INNOVATION	NSI25018	11/20/2023	CODE ENFORCEMENT COMPUTER	001-246-630-360	1,285.00

CLAIMS DOCKET

Post Dates: 11/27/2023 - 11/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP65490947	11/27/2023	FUEL CHARGES 11/20-11/26/23	001-246-525-231	37.39
Outstanding Total:					1,422.69
Department 246 - CODE ENFORCEMENT Total:					1,422.69

Department: 261 - FIRE DEPARTMENT

Outstanding

GOVERNMENT LEASING & FINANCE, INC.	514476308	10/31/2023	FIRE TRUCK 077-2458252-002	001-261-820-874	113,132.35
UPS	0000054E5Y443	11/04/2023	SHIP PACKAGES	001-261-604-330	42.68
QUILL CORPORATION	35547230	11/07/2023	CLEANING SUPPLIES	001-261-555-208	34.99
QUILL CORPORATION	35556766	11/07/2023	CLEANING SUPPLIES	001-261-555-208	182.86
CANON FINANCIAL SERVICES, INC	31584756	11/11/2023	CONTRACT/METER USAGE	001-261-604-330	344.22
MILLER'S PLUMBING	865025	11/13/2023	REPLACE DIAPHRAM IN TOILET	001-261-558-269	118.74
MILLER'S PLUMBING	865026	11/13/2023	REPAIR LEAKING TOLIET	001-261-558-269	252.66
GATEWAY TIRE & SERVICE CENTER	1018-188459	11/14/2023	TIRES L1	001-261-630-360	1,498.44
AMAZON CAPITAL SERVICES, INC.	1XXD-LVXG-173J	11/14/2023	BOOTS & STATE FLAGS	001-261-555-250	154.99
STARKVILLE AUTO PARTS	5151-164219	11/15/2023	ANTIFREEZE	001-261-630-360	74.85
MATT DOSS	INV0036873	11/16/2023	REIMBURSEMENT MEALS/TRUCK C...	001-261-600-390	88.72
STATE FIRE ACADEMY	31491	11/17/2023	MSTAT CAMPBELL,GASKIN,KING,ROBY	001-261-600-390	80.00
BELL BUILDING SUPPLY, INC.	389712	11/17/2023	ACCESS PANEL PLUMBING 14X14 IN	001-261-555-250	17.99
RACKLEY OIL INC.	000612718	11/20/2023	DELO 15W40 3 GGAL CASE	001-261-525-231	118.74
GATEWAY TIRE & SERVICE CENTER	1018-188638	11/20/2023	2 TIRES L1	001-261-630-360	1,568.44
WALMART- CAPITAL ONE	690908	11/20/2023	LINENS	001-261-555-250	63.92
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036877	11/20/2023	MONTHLY USAGE	001-261-625-380	-193.00
FUELMAN / FLEETCOR	NP65444738	11/20/2023	FUEL CHARGES 11/13/23-11/19/23	001-261-525-231	944.35
WILLIAM WELLS TIRES & AUTO SERVICE	60621	11/21/2023	TIRE,ALIGNMENTS, BALL JOINT, ETC	001-261-630-360	2,056.64
MARK MCCURDY	101669320	11/22/2023	REIMBURSEMENT ICC CERTIFICATE RENEWAL	001-261-690-555	100.00
PARKER CDJR*	205898	11/22/2023	REPAIR SEATBELT DURANGO FD1	001-261-630-360	452.73
ATMOS ENERGY	INV0036875	11/27/2023	MONTHLY USAGE	001-261-625-380	233.61
ATMOS ENERGY	INV0036875	11/27/2023	MONTHLY USAGE	001-261-625-380	98.67
STARKVILLE UTILITIES	INV0036876	11/27/2023	MONTHLY USAGE	001-261-625-380	2,225.64
FUELMAN / FLEETCOR	NP65490947	11/27/2023	FUEL CHARGES 11/20-11/26/23	001-261-525-231	620.32
MAXXSOUTH BROADBAND	INV0036878	11/29/2023	ST 1 INTERNET	001-261-625-380	135.00
MAXXSOUTH BROADBAND	INV0036879	11/29/2023	ST 2 INTERNET	001-261-625-380	92.94

Outstanding Total: 124,541.49

Paid

MARK MCCURDY	INV0036853	11/27/2023	REIMBURSEMENT FOR MFIA SEMINAR FOOD/TRAVEL	001-261-600-390	443.77
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Paid Total: 443.77

Department 261 - FIRE DEPARTMENT Total: 124,985.26

Department: 281 - BUILDING/COMMUNITY DEVELOPMENT

Outstanding

CANON FINANCIAL SERVICES, INC	31584762	11/11/2023	CONTRACT/METER USAGE	001-281-604-330	103.47
CSPIRE -RETAIL PURCHASES	INV0036868	11/11/2023	IPHONE 15 PRO S MCMULLEN	001-281-604-330	449.00
QUADIENT FINANCE USA, INC.	INV0036864	11/17/2023	POSTAGE BREAKDOWN	001-281-604-330	20.00
FUELMAN / FLEETCOR	NP65444738	11/20/2023	FUEL CHARGES 11/13/23-11/19/23	001-281-525-231	43.76

CLAIMS DOCKET

Post Dates: 11/27/2023 - 11/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP65490947	11/27/2023	FUEL CHARGES 11/20-11/26/23	001-281-525-231	37.60

Outstanding Total:	653.83
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Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:	653.83
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Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

PRECISION COMMUNICATIONS	20035	11/16/2023	SIREN REPAIR S MONTGOMERY ST (COUNTRY CLUB)	001-290-630-400	368.75
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036877	11/20/2023	MONTHLY USAGE	001-290-625-380	62.96
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036877	11/20/2023	MONTHLY USAGE	001-290-625-380	0.08
STARKVILLE UTILITIES	INV0036876	11/27/2023	MONTHLY USAGE	001-290-625-380	178.91

Outstanding Total:	610.70
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Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	610.70
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Department: 301 - STREET DEPARTMENT

Outstanding

CHEMPRO SERVICES INC	18861	10/17/2023	2023 WEED CONTROL SERVICES	001-301-561-271	9,926.00
PAUL'S WELDING	1239	11/14/2023	REPAIR EXCAVATOR BUCKET	001-301-630-400	80.00
APAC-MISSISSIPPI, INC	4000163732	11/14/2023	ASPHALT	001-301-560-270	638.79
VULCAN SIGNS, INC	R39323	11/14/2023	SIGNS & FREIGHT	001-301-565-272	338.80
AUTOZONE	0426853448	11/16/2023	HEADLIGHT/TAPE	001-301-630-360	30.34
STARKVILLE AUTO PARTS	5151-164248	11/16/2023	WIRE	001-301-630-360	28.27
GATEWAY TIRE & SERVICE CENTER	1018-188631	11/17/2023	TIRE,ETC	001-301-630-360	386.16
SAFETY-KLEEN SYSTEMS, INC.	93126610-2305817082	11/17/2023	PARTS WASHER SERVICE	001-301-555-250	268.09
AMAZON CAPITAL SERVICES, INC.	1MTD-13FK-194X	11/20/2023	REPLACEMENT MIRROR ENG 003	001-301-630-360	32.73
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036877	11/20/2023	MONTHLY USAGE	001-301-625-380	1,085.86
FUELMAN / FLEETCOR	NP65444738	11/20/2023	FUEL CHARGES 11/13/23-11/19/23	001-301-525-231	849.74
AUTOZONE	0426858693	11/22/2023	FUEL CLEANER	001-301-630-360	63.20
CINTAS	4174870446	11/22/2023	SUPPLIES	001-301-555-250	54.23
UNIFIRST CORPORATION	1830075432	11/23/2023	UNIFORMS	001-301-535-233	133.18
UNITED RENTALS (NORTH AMERICA), INC.	227566799	11/27/2023	RENT CONCRETE BUGGY/PAD AT CITY HALL	001-301-560-270	133.00
BELL BUILDING SUPPLY, INC.	390090	11/27/2023	2X8X10 & 1/2 REBAR	001-301-560-270	196.62
BELL BUILDING SUPPLY, INC.	390119	11/27/2023	BAR TIE	001-301-560-270	19.99
MSU FACILITIES	INV0036860	11/27/2023	TRAFFIC SIGNAL SPRING & LOCKSLEY	001-301-625-380	20.91
ATMOS ENERGY	INV0036875	11/27/2023	MONTHLY USAGE	001-301-625-380	201.97
STARKVILLE UTILITIES	INV0036876	11/27/2023	MONTHLY USAGE	001-301-625-380	19.78
STARKVILLE UTILITIES	INV0036876	11/27/2023	MONTHLY USAGE	001-301-625-380	429.43
FUELMAN / FLEETCOR	NP65490947	11/27/2023	FUEL CHARGES 11/20-11/26/23	001-301-525-231	361.32
MGM, INC.	009649	11/28/2023	HYDRAULIC CYL REPAIR	001-301-630-400	187.22
STARKVILLE AUTO PARTS	5151-164396	11/28/2023	HYDRAULIC FLUID	001-301-630-400	209.85
WATERMARK PRINTERS LLC	6175	11/28/2023	PO BOOKS	001-301-555-250	428.00
THOMPSON MACHINERY*	11C411319	11/29/2023	HYDRAULIC HOSE/FLUID	001-301-630-400	385.09

Outstanding Total:	16,508.57
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Department 301 - STREET DEPARTMENT Total:	16,508.57
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Department: 360 - ANIMAL CONTROL

Outstanding

FUELMAN / FLEETCOR	NP65444738	11/20/2023	FUEL CHARGES 11/13/23-11/19/23	001-360-525-231	49.78
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Outstanding Total:	49.78
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Department 360 - ANIMAL CONTROL Total:	49.78
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CLAIMS DOCKET

Post Dates: 11/27/2023 - 11/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
CSP SPORTS FACILITIES COMPANIES, LLC	INV0036871	11/28/2023	DECEMBER EXPENSE ADVANCE	001-550-600-297	75,000.00
Outstanding Total:					75,000.00
Paid					
CSP SPORTS FACILITIES COMPANIES, LLC	INV0036852	11/27/2023	NOVEMBER ADVANCE	001-550-600-297	88,805.64
Paid Total:					88,805.64
Department 550 - PARKS AND REC DEPARTMENT Total:					163,805.64
Department: 600 - CAPITAL PROJECTS					
Outstanding					
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036880	11/16/2023	ADELAIDE DEPOSIT/CONNECTION FEE	001-600-721-813	325.00
Outstanding Total:					325.00
Department 600 - CAPITAL PROJECTS Total:					325.00
Fund 001 - GENERAL FUND Total:					360,279.43
Fund: 003 - RESTRICTED FIRE FUND					
Department: 560 - RESTRICTED FIRE FUND					
Outstanding					
NFPA	8643842Z	11/29/2023	NAT'L FIRE CODES MEMBERSHIP C YARBROUGH	003-560-501-200	1,552.50
Outstanding Total:					1,552.50
Department 560 - RESTRICTED FIRE FUND Total:					1,552.50
Fund 003 - RESTRICTED FIRE FUND Total:					1,552.50
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
AMAZON CAPITAL SERVICES, INC.	17XM-TDR9-46N6	11/08/2023	BATTERIES, ICE BAGS, SHIPPING	015-505-541-237	34.18
WALMART- CAPITAL ONE	182441	11/16/2023	TOWELS,INVOICE BOOKS,FOLDERS,PAPER,SNACK S,ETC	015-505-541-237	137.53
CLEARWATER INC., ENVIRONMENTAL ENGI	1132301	11/21/2023	GRANT APP & OTHER ADMIN 3-28-0068-030-2023	015-505-720-805	213.85
CLEARWATER INC., ENVIRONMENTAL ENGI	119.2301	11/21/2023	WORK PERFORMED FOR GRANT APP 3-28-0068-029-2023	015-505-720-805	1,276.40
CLEARWATER INC., ENVIRONMENTAL ENGI	1242303	11/21/2023	PROJECT DEV DESIGN & PREP OF DOCS	015-505-720-805	639.75
TITAN AVIATION FUELS	3911287	11/21/2023	AVGAS FUEL	015-505-525-232	30,995.01
OKTIBBEHA COUNTY COOPERATIVE	952888	11/21/2023	PARTS FOR FERRIS 52" MOWER FRONT WHEELS	015-505-630-400	128.44
TITAN AVIATION FUELS	3909912	11/22/2023	JET A FUEL	015-505-525-233	27,249.69
WALMART- CAPITAL ONE	522042	11/22/2023	SUPPLIES	015-505-541-237	40.28
WALMART- CAPITAL ONE	072123	11/24/2023	CC MCH PAPER	015-505-541-237	12.26
DOUG MARTIN	403036	11/27/2023	ELECTRICAL MATERIALS INSTALLED CORP HANGAR	015-505-720-805	1,650.00
SULLIVAN'S OFFICE SUPPLY, INC.	85287	11/27/2023	INK	015-505-541-237	29.40
STARKVILLE UTILITIES	INV0036876	11/27/2023	MONTHLY USAGE	015-505-625-380	1,559.42
SULLIVAN'S OFFICE SUPPLY, INC.	85301	11/28/2023	INK	015-505-541-237	20.00
Outstanding Total:					63,986.21
Department 505 - AIRPORT Total:					63,986.21
Fund 015 - AIRPORT FUND Total:					63,986.21

CLAIMS DOCKET

Post Dates: 11/27/2023 - 11/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED PROJECTS					
Outstanding					
CLEARWATER INC., ENVIRONMENTAL ENGI	1132301	11/21/2023	GRANT APP & OTHER ADMIN 3-28-0068-030-2023	016-515-720-830	3,849.30
CLEARWATER INC., ENVIRONMENTAL ENGI	1132301	11/21/2023	GRANT APP & OTHER ADMIN 3-28-0068-030-2023	016-515-720-835	213.85
CLEARWATER INC., ENVIRONMENTAL ENGI	119.2301	11/21/2023	WORK PERFORMED FOR GRANT APP 3-28-0068-029- 2023	016-515-730-671	11,487.60
CLEARWATER INC., ENVIRONMENTAL ENGI	1242303	11/21/2023	PROJECT DEV DESIGN & PREP OF DOCS	016-515-600-392	12,155.25
DOUG MARTIN	403036	11/27/2023	ELECTRICAL MATERIALS INSTALLED CORP HANGAR	016-515-730-671	14,850.00
Outstanding Total:					42,556.00
Department 515 - RESTRICTED PROJECTS Total:					42,556.00
Fund 016 - RESTRICTED AIRPORT Total:					42,556.00

Fund: 022 - ENVIRONMENTAL SERVICES**Department: 322 - SANITATION DEPARTMENT**

Outstanding					
SANSOM EQUIPMENT COMPANY, INC	P04879	09/29/2023	BROOM MV EXT,SIDE BROOM,FREIGHT TRUCK 85	022-322-630-360	1,400.45
GATEWAY TIRE & SERVICE CENTER	1018-188154	11/09/2023	TRUCK 84 TIRES	022-322-630-360	609.06
GATEWAY TIRE & SERVICE CENTER	1018-188282	11/09/2023	TIRE TRUCK 85	022-322-630-360	309.53
BERRY ELECTRIC, LLC	004871	11/14/2023	INSTALLED OUTLETS/CHANGED OUT	022-322-501-198	573.00
TERRY'S GARAGE & REPAIRS, LLC	9225	11/14/2023	BELT,LABOR,SUPPLIES TRUCK 43	022-322-630-360	151.80
BULLDOG TOWING & RECOVERY	45884	11/15/2023	TOW TRUCK 84	022-322-630-360	350.00
STARKVILLE AUTO PARTS	5151-164206	11/15/2023	BATTERY,MIRROR, LAMP,SEALANT	022-322-555-250	325.42
POWERSTROKE EQUIPMENT SALES & SVC	8028	11/15/2023	OIL FILTER,OIL,TRIMMER LINE	022-322-555-250	219.81
UNIFIRST CORPORATION	1830074464	11/16/2023	UNIFORMS	022-322-535-233	268.07
STARKVILLE AUTO PARTS	5151-164225	11/16/2023	RELAY	022-322-555-250	18.99
STARKVILLE AUTO PARTS	5151-164233	11/16/2023	OIL HUB & OIL SEAL	022-322-555-250	19.27
GATEWAY TIRE & SERVICE CENTER	1018-188618	11/17/2023	TRUCK 93 TIRE	022-322-630-252	430.44
STARKVILLE AUTO PARTS	5151-164250	11/17/2023	BATTERY	022-322-555-250	214.99
POWERSTROKE EQUIPMENT SALES & SVC	8036	11/17/2023	EDGER BLADES, MIX OIL, TRIMMER LINE	022-322-555-250	114.84
EAST MISSISSIPPI LUMBER CO.	26472	11/20/2023	GALV PLUG & CAAP	022-322-555-250	8.91
FUELMAN / FLEETCOR	NP65444738	11/20/2023	FUEL CHARGES 11/13/23- 11/19/23	022-322-525-231	3,336.26
UNIFIRST CORPORATION	1830075431	11/23/2023	UNIFORMS	022-322-535-233	268.07
STARKVILLE UTILITIES	INV0036876	11/27/2023	MONTHLY USAGE	022-322-625-380	845.50
FUELMAN / FLEETCOR	NP65490947	11/27/2023	FUEL CHARGES 11/20- 11/26/23	022-322-525-231	2,347.19
Outstanding Total:					11,811.60
Department 322 - SANITATION DEPARTMENT Total:					11,811.60
Fund 022 - ENVIRONMENTAL SERVICES Total:					11,811.60

CLAIMS DOCKET

Post Dates: 11/27/2023 - 11/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 120 - MODERNIZATION USE TAX					
Department: 300 - STREET DEPARTMENT					
Outstanding					
SPRINGER ENGINEERING, INC.	14402	05/12/2022	GEOTECHNICAL HOSPITAL RD	120-300-912-861	1,520.00
Outstanding Total:					1,520.00
Department 300 - STREET DEPARTMENT Total:					1,520.00
Fund 120 - MODERNIZATION USE TAX Total:					1,520.00
Fund: 300 - CAPITAL PROJECTS FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
NEEL-SCHAFER	1091574	10/13/2023	SAFE ST FOR ALL USDOT/FHWA GRANT	300-000-912-809	16,884.91
SPRINGER ENGINEERING, INC.	14545	11/03/2023	QUALITY ASSURANCE TESTING	300-000-903-516	790.00
Outstanding Total:					17,674.91
Department 000 - UNDESIGNATED Total:					17,674.91
Fund 300 - CAPITAL PROJECTS FUND Total:					17,674.91
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS					
Department: 300 - STREET DEPARTMENT					
Outstanding					
SPRINGER ENGINEERING, INC.	14637	06/14/2023	2023 ROADWAY BASE & SURFACING PROGRAM	305-300-600-300	14,900.00
SPRINGER ENGINEERING, INC.	14725	10/12/2023	QUALITY ASSURANCE TESTING	305-300-600-324	4,975.00
NEEL-SCHAFER	1091573	10/13/2023	OLD MAYHEW RD @ E LEE BLVD ALIGNMENT	305-300-600-300	7,323.64
MARK E. SHAW	59	11/24/2023	UTILITY INSPECTION SERVICES	305-300-600-324	900.00
Outstanding Total:					28,098.64
Department 300 - STREET DEPARTMENT Total:					28,098.64
Fund 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Total:					28,098.64
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND					
Department: 351 - JL KING PARK					
Outstanding					
H&H ELECTRICAL LLC	4 PLUS RETAINAGE	10/31/2023	JL KING FOOTBALL FIELD LIGHTING PROJECT	306-351-911-854	36,495.00
Outstanding Total:					36,495.00
Department 351 - JL KING PARK Total:					36,495.00
Fund 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND Total:					36,495.00
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)					
Department: 551 - PARK & REC TOURISM					
Outstanding					
MILLS CONTRACTING LLC	000102	08/01/2023	NEEDMORE COMMUNITY CENTER PRIMARY LOCATION	312-551-901-270	175,883.00
KIMLEY HORN	115326004-0923	09/30/2023	NEEDMORE COMMUNITY CENTER	312-551-600-044	1,342.50
BURNS COOLEY DENNIS, INC.	44931	10/28/2023	NEEDMORE COMMUNITY CENTER REDEVELOPMENT	312-551-600-102	1,870.00
KIMLEY HORN	115326005-1023	10/31/2023	MCKEE PARK PHASE 1	312-551-600-002	34,650.00
ATWELL & GENT, P.A.	11567	11/20/2023	ATHLETIC FIELD LIGHTING @ JL KING FOOTBALL FIELD	312-551-600-100	1,600.00
DD CONSULTING	DD2023-STARKVILLE013	11/20/2023	PARK IMPROVEMENT BOND	312-551-600-067	300.00
Outstanding Total:					215,645.50
Department 551 - PARK & REC TOURISM Total:					215,645.50
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					215,645.50

CLAIMS DOCKET

Post Dates: 11/27/2023 - 11/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 313 - SPRING/HWY 12 LINKAGE TAP					
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Outstanding					
STARKVILLE DAILY NEWS	300245355	11/21/2023	SECTION 901 ADVERTISEMENT	313-653-903-851	151.66
Outstanding Total:					151.66
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					151.66
Fund 313 - SPRING/HWY 12 LINKAGE TAP Total:					151.66
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
MITCHELL SIGNS	23480	10/26/2023	SIGNS FOR CORNERSTONE	375-551-907-942	10,930.00
CSP SPORTS FACILITIES COMPANIES, LLC	INV0036872	11/29/2023	DEC MANAGEMENT SERVICES	375-551-600-296	15,000.00
CSP SPORTS FACILITIES COMPANIES, LLC	INV0036872	11/29/2023	DEC MANAGEMENT SERVICES	375-551-600-297	20,000.00
Outstanding Total:					45,930.00
Department 551 - PARK & REC TOURISM Total:					45,930.00
Fund 375 - PARK AND REC TOURISM Total:					45,930.00
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
KIMLEY HORN	014160003-1023	10/31/2023	HWY 182 REDESIGN	377-318-680-300	102,425.55
Outstanding Total:					102,425.55
Department 318 - MS182/MLK Total:					102,425.55
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					102,425.55
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION					
Department: 300 - STREET DEPARTMENT					
Outstanding					
STARKVILLE DAILY NEWS	300245339	11/14/2023	LEGAL NOTICE STARK RD	700-300-501-200	147.70
Outstanding Total:					147.70
Department 300 - STREET DEPARTMENT Total:					147.70
Fund 700 - STARK/HOSPITAL ROAD EXPANSION Total:					147.70
Grand Total:					928,274.70

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	360,279.43	90,128.16
003 - RESTRICTED FIRE FUND	1,552.50	0.00
015 - AIRPORT FUND	63,986.21	0.00
016 - RESTRICTED AIRPORT	42,556.00	0.00
022 - ENVIRONMENTAL SERVICES	11,811.60	0.00
120 - MODERNIZATION USE TAX	1,520.00	0.00
300 - CAPITAL PROJECTS FUND	17,674.91	0.00
305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS	28,098.64	0.00
306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND	36,495.00	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	215,645.50	0.00
313 - SPRING/HWY 12 LINKAGE TAP	151.66	0.00
375 - PARK AND REC TOURISM	45,930.00	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	102,425.55	0.00
700 - STARK/HOSPITAL ROAD EXPANSION	147.70	0.00
Grand Total:	928,274.70	90,128.16

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-149-691	MUNICIPAL COURT BON...	878.75	878.75
001-000-160-697	DONATION FIRE	17.64	0.00
001-000-160-698	DONATION POLICE	21.40	0.00
001-000-334-126	POLICE FORFEITED FUN...	1,343.00	0.00
001-005-054-208	DUE FROM PARKS & REC...	537.95	0.00
001-110-604-330	POSTAGE / COMMUNIC...	1,738.14	0.00
001-110-690-553	TRAVEL, TRAINING, DUES	225.00	0.00
001-120-600-300	PROFESSIONAL SERVICES	3,125.00	0.00
001-120-604-330	COMMUNICATIONS	123.47	0.00
001-123-604-330	COMMUNICATIONS	121.43	0.00
001-123-918-806	CAMERA LEASE PAYMEN...	8,430.18	0.00
001-123-918-809	DELL SERVER LEASE	1,493.55	0.00
001-142-501-200	SUPPLIES/OFFICE EQUI...	656.04	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	944.08	0.00
001-142-620-371	BONDING-CITY EMPLOY...	350.00	0.00
001-142-690-556	DUES (MML) / FEES	35.00	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	337.78	0.00
001-180-600-320	DRUG/BACKGROUND C...	245.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	141.42	0.00
001-190-604-330	COPIERS/PHONES/IPADS	153.47	0.00
001-190-690-554	ORDINANCE CODIFICATI...	295.00	0.00
001-192-510-220	SUPPLIES	51.32	0.00
001-192-625-380	UTILITIES	611.83	0.00
001-192-630-403	REPAIRS TO BUILDING &...	1,052.00	0.00
001-197-501-200	SUPPLIES	41.49	0.00
001-197-525-231	GAS & OIL	41.30	0.00
001-197-535-233	UNIFORMS	109.52	0.00
001-197-604-330	COMMUNICATIONS	123.47	0.00
001-201-501-200	OFFICE SUPPLIES	493.42	0.00
001-201-525-231	GAS & OIL	6,130.81	0.00
001-201-535-233	UNIFORMS	3,728.92	0.00
001-201-541-240	PRISONER MEDICAL/SU...	14.02	0.00
001-201-556-251	POLICE SUPPLIES	1,152.97	0.00
001-201-600-300	PROFESSIONAL SERVICES	5,640.00	0.00
001-201-600-304	INFORMANT FEES	1,230.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/...	395.40	0.00
001-201-625-380	UTILITIES	-154.99	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	7,560.85	0.00
001-201-630-426	BUILDING MAINTENANCE	102.41	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-635-369	COPIER RENTAL	732.55	0.00
001-201-690-552	POLICE TRAINING/EDUC...	1,647.37	0.00
001-246-525-231	GAS & OIL	137.69	0.00
001-246-630-360	SOFTWARE, SMALL EQU...	1,285.00	0.00
001-261-525-231	GAS & OIL	1,683.41	0.00
001-261-555-208	JANITORIAL & PAPER SU...	217.85	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	236.90	0.00
001-261-558-269	BUILDING MAINTENANCE	371.40	0.00
001-261-600-390	FIRE TRAINING	612.49	443.77
001-261-604-330	PHONES/CABLE/INTERN...	386.90	0.00
001-261-625-380	UTILITIES	2,592.86	0.00
001-261-630-360	VEHICLE REPAIRS & MAI...	5,651.10	0.00
001-261-690-555	DUES	100.00	0.00
001-261-820-874	US BANCORP 2020 TRU...	113,132.35	0.00
001-281-525-231	GAS & OIL	81.36	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	572.47	0.00
001-290-625-380	UTILITIES / CODE RED	241.95	0.00
001-290-630-400	MAINT CONTRACT & RE...	368.75	0.00
001-301-525-231	GAS & OIL	1,211.06	0.00
001-301-535-233	UNIFORMS	133.18	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	750.32	0.00
001-301-560-270	CONSTRUCTION MATER...	988.40	0.00
001-301-561-271	SPRAYING- DRAINAGE ...	9,926.00	0.00
001-301-565-272	STREETS SIGNS & PAINT	338.80	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	1,757.95	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	540.70	0.00
001-301-630-400	EQUIPMENT REPAIR & ...	862.16	0.00
001-360-525-231	GAS & OIL	49.78	0.00
001-550-600-297	OPERATING EXPENSE RE...	163,805.64	88,805.64
001-600-721-813	TRAFFIC & STREET LIGHT...	325.00	0.00
003-560-501-200	CODE REBATE SUPPLIES	1,552.50	0.00
015-505-525-232	100LL AV GAS PURCHAS...	30,995.01	0.00
015-505-525-233	JET A FUEL PURCHASES	27,249.69	0.00
015-505-541-237	OPERATING SUPPLIES	273.65	0.00
015-505-625-380	UTILITIES	1,559.42	0.00
015-505-630-400	EQUIPMENT REPAIR & ...	128.44	0.00
015-505-720-805	CAP OUTLAY-GRANT MA...	3,780.00	0.00
016-515-600-392	MM-0068-1224 MDOT ...	12,155.25	0.00
016-515-720-830	3-28-0068-030-2023 FAA...	3,849.30	0.00
016-515-720-835	3-28-0068-030-2023 M...	213.85	0.00
016-515-730-671	3-28-0068-029-2023 FAA...	26,337.60	0.00
022-322-501-198	BUILDING REPAIRS	573.00	0.00
022-322-525-231	GAS & OIL	5,683.45	0.00
022-322-535-233	UNIFORMS	536.14	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	922.23	0.00
022-322-625-380	UTILITIES	845.50	0.00
022-322-630-252	VEHICLE R&M - COMME...	430.44	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	2,820.84	0.00
120-300-912-861	2022 STREET IMPROVE...	1,520.00	0.00
300-000-903-516	SIDEWALK IMPROVEME...	790.00	0.00
300-000-912-809	SAFE STREETS 4 ALL CO...	16,884.91	0.00
305-300-600-300	PROFESSIONAL SERVICES	22,223.64	0.00
305-300-600-324	INSPECTION AND TESTI...	5,875.00	0.00
306-351-911-854	J L King Field Lighting Co...	36,495.00	0.00
312-551-600-002	KIMLEY HORNE - MCKEE...	34,650.00	0.00
312-551-600-044	KIMLEY HORNE - NEED...	1,342.50	0.00
312-551-600-067	MCKEE - PROFESSIONAL ...	300.00	0.00
312-551-600-100	JL KING - PROFESSIONAL...	1,600.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
312-551-600-102	NEEDMORE - PROFESSI...	1,870.00	0.00
312-551-901-270	NEEDMORE CONSTRUCT...	175,883.00	0.00
313-653-903-851	SPRING/HWY 12 LINKAG...	151.66	0.00
375-551-600-296	MANAGEMENT FEES - P...	15,000.00	0.00
375-551-600-297	MANAGEMENT FEES - C...	20,000.00	0.00
375-551-907-942	EXISTING PARK IMPROV...	10,930.00	0.00
377-318-680-300	PROFESSIONAL DESIGN ...	102,425.55	0.00
700-300-501-200	SUPPLIES	147.70	0.00
Grand Total:		928,274.70	90,128.16

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	847,864.50	90,128.16
305300600324	5,875.00	0.00
306351911854	36,495.00	0.00
312551600002	34,650.00	0.00
312551600044	1,342.50	0.00
312551600067	300.00	0.00
312551600100	1,600.00	0.00
700300501200	147.70	0.00
Grand Total:	928,274.70	90,128.16



200 N Lafayette Street • Starkville, MS 39759
Telephone & Fax: 662-323-3133

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

Connor Carraway

Connor Carraway
Accounting & Finance Manager
Starkville Utilities

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:											
1237	11/22/23	95 2	LADIES PROMO		12/06/23	566.71	.00	ACH			
VENDOR TOTAL:						566.71					
VENDOR:											
111	11/27/23	111	AMERICAN SOLUTIONS BUSINESS		12/06/23	178.09	.00	ACH			
INV07076043											
VENDOR TOTAL:						178.09					
VENDOR:											
116	11/22/23	116	AMAZON CAPITAL SERVICES		12/06/23	47.98	.00	ACH			
13MY-CJFY-1JGD											
1HJL-T11N-C9OQ											
1QM9-MQ4F-1LYY											
1Y4J-6JQN-X9TX											
1YLD-MWGN-734N											
VENDOR TOTAL:						245.32					
VENDOR:											
131	11/27/23	131	ALTEC INDUSTRIES, INC.		12/06/23	399.18	.00	ACH			
12396589											
12409743											
51318877											
51318881											
51318894											
51318906											
51319076											
VENDOR TOTAL:						4268.78					
VENDOR:											
134	11/28/23	134	ATWELL & GENT, P.A.		12/06/23	3680.00	.00	ACH			
11574											
11575											
11576											
11577											
11578											
VENDOR TOTAL:						13310.00					
VENDOR:											
139	11/28/23	139	ACC BUSINESS		12/06/23	1362.68	.00	ACH			
233144881											
VENDOR TOTAL:						1362.68					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 144 ANIXTER, INC.										
5639907-00	11/22/23	11138 Materials		12/06/23	1522.50	.00	ACH			
5814372-01	11/22/23	11612 Materials		12/06/23	1061.40	.00	ACH			
				VENDOR TOTAL:	2583.90					
VENDOR: 191 AUTONATION FORD MEMPHIS										
111623-01	11/22/23	11848 Delivery Fee		12/06/23	200.00	.00	ACH			
				VENDOR TOTAL:	200.00					
VENDOR: 196 AUTOZONE										
0426851549	11/22/23	11824 Maintenance		12/06/23	64.01	.00	ACH			
				VENDOR TOTAL:	64.01					
VENDOR: 198 BRISLIN, INC.										
231696	11/22/23	11730 Maintenance		12/06/23	1375.00	.00	ACH			
231798	11/22/23	11730 Maintenance		12/06/23	253.00	.00	ACH			
				VENDOR TOTAL:	1628.00					
VENDOR: 314 CINTAS CORPORATION										
5185232875	11/27/23	10897 Supplies		12/06/23	93.97	.00	ACH			
				VENDOR TOTAL:	93.97					
VENDOR: 455 EXELL WATER & COFFEE, INC.										
422021	11/22/23	10898 Water		12/06/23	25.89	.00	ACH			
				VENDOR TOTAL:	25.89					
VENDOR: 496 EAST MISS LUMBER										
24586	11/22/23	11812 Supplies		12/06/23	83.73	.00	CHK			
25223	11/22/23	11819 Tools		12/06/23	116.13	.00	CHK			
				VENDOR TOTAL:	199.86					
VENDOR: 510 EDWARD KEMP										
110823-110923	11/22/23	0 Travel		12/06/23	238.26	.00	ACH			
				VENDOR TOTAL:	238.26					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	610	BRIGHTLY SOFTWARE INC									
INV-220696	11/27/23	0	Asset Essentials Software		12/06/23	27647.91	.00	ACH			
			VENDOR TOTAL:			27647.91					
VENDOR:	611	FAIR PRICE LANDSCAPING									
11212023	11/22/23	11141	Landscape Maintenance		12/06/23	6500.00	.00	CHK			
			VENDOR TOTAL:			6500.00					
VENDOR:	616	FUELMAN									
NP65415125	11/22/23	11485	Fuel		12/06/23	1703.08	.00	CHK			
NP65444738	11/22/23	11485	Fuel		12/06/23	1761.96	.00	CHK			
			VENDOR TOTAL:			3465.04					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
1018-188493	11/22/23	11823	Maintenance		12/06/23	25.50	.00	ACH			
			VENDOR TOTAL:			25.50					
VENDOR:	696	GARNER LUMLEY ELECTRIC									
605164	11/27/23	11698	Materials		12/06/23	900.00	.00	ACH			
			VENDOR TOTAL:			900.00					
VENDOR:	697	GARNER COMMUNICATION SERVICE									
1046568	11/27/23	11560	Professional Services		12/06/23	2920.00	.00	ACH			
			VENDOR TOTAL:			2920.00					
VENDOR:	730	GRESKO UTILITY SUPPLY, INC.									
50026080-00	11/22/23	11682	Materials		12/06/23	2140.00	.00	ACH			
			VENDOR TOTAL:			2140.00					
VENDOR:	809	HOWARD INDUSTRIES, INC.									
244024-186133	11/28/23	10522	Materials		12/06/23	124542.00	.00	ACH			
			VENDOR TOTAL:			124542.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 815 HOWARD TECHNOLOGY SOLUTIONS										
23-00597623	11/22/23	11654 IT Equipment		12/06/23	4174.00	.00	ACH			
VENDOR TOTAL:					4174.00					
VENDOR: 1010 JT RAY COMPANY										
231115-0641	11/22/23	10901 Copier Service		12/06/23	51.50	.00	ACH			
231115-0642	11/22/23	10901 Copier Service		12/06/23	233.68	.00	ACH			
231115-0643	11/22/23	10901 Copier Service		12/06/23	30.00	.00	ACH			
231115-0646	11/22/23	10900 Copier Service		12/06/23	308.42	.00	ACH			
VENDOR TOTAL:					623.60					
VENDOR: 1205 LOWE'S										
65-MAOLWK	11/22/23	11832 Tools		12/06/23	275.27	.00	CHK			
901054-MBOSAT	11/27/23	11854 Supplies		12/06/23	140.50	.00	CHK			
901184-LZYLRK	11/22/23	11827 Materials		12/06/23	75.54	.00	CHK			
901214-MBDERJ	11/22/23	11849 Tools		12/06/23	83.55	.00	CHK			
901381-MBTfZR	11/27/23	11860 Supplies		12/06/23	166.15	.00	CHK			
901435-LYWWUB	11/22/23	11831 Supplies		12/06/23	73.10	.00	CHK			
901457-LUXWVB	11/27/23	11853 Supplies		12/06/23	199.40	.00	CHK			
901550-MADHON	11/22/23	11839 Supplies		12/06/23	53.12	.00	CHK			
901776-LZCYMR	11/22/23	11828 Tools		12/06/23	19.88	.00	CHK			
901927-LYNFDE	11/22/23	11838 Tools		12/06/23	36.83	.00	CHK			
904596-MBXFSC	11/27/23	11855 Supplies		12/06/23	51.92	.00	CHK			
977809-LZTKGZ	11/22/23	11837 Tools		12/06/23	153.70	.00	CHK			
992957-MATKAW	11/22/23	11836 Supplies		12/06/23	339.88	.00	CHK			
995863-MBDERN	11/22/23	11850 Supplies		12/06/23	53.96	.00	CHK			
997285-LZCYNI	11/22/23	11830 Supplies		12/06/23	37.85	.00	CHK			
VENDOR TOTAL:					1760.65					
VENDOR: 1232 KEMP CONSULTING LLC										
36	11/29/23	0 Contract services		12/06/23	3407.50	.00	ACH			
37	11/29/23	0 Contract services		12/06/23	4205.00	.00	ACH			
VENDOR TOTAL:					7612.50					
VENDOR: 1287 MAXXSOUTH BROADBAND										
11212023	11/28/23	11707 Internet Services		12/06/23	82.85	.00	CHK			
VENDOR TOTAL:					82.85					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK ACH SEQ
VENDOR: 1323 MISSISSIPPI STATE UNIVERSITY										
PANDEMIC CRDT 4	12/01/23	0 Pandemic Credit		12/06/23	79184.43	.00	CHK			
					VENDOR TOTAL:	79184.43				
VENDOR: 1390 JACKSON NEWELL PAPER CO										
3160390	11/22/23	11541 Supplies		12/06/23	98.69	.00	ACH			
					VENDOR TOTAL:	98.69				
VENDOR: 1394 NARRATIVE 12 LLC										
11272023	11/28/23	11593 Consulting		12/06/23	5100.00	.00	ACH			
					VENDOR TOTAL:	5100.00				
VENDOR: 1400 NESCO										
2627411.001	11/22/23	11793 Materials		12/06/23	510.92	.00	ACH			
S2623010.001	11/22/23	11715 Uniforms		12/06/23	448.06	.00	ACH			
S2624261.001	11/22/23	11722 Uniforms		12/06/23	1154.76	.00	ACH			
S2629331.001	11/22/23	11815 Materials		12/06/23	103.64	.00	ACH			
S2629494.001	11/22/23	11818 Materials		12/06/23	953.68	.00	ACH			
S2629494.002	11/22/23	11818 Materials		12/06/23	1014.82	.00	ACH			
S2630019.001	11/22/23	11829 Supplies		12/06/23	167.72	.00	ACH			
S2630136.001	11/22/23	11818 Materials		12/06/23	83.52	.00	ACH			
S2630845.001	11/27/23	11845 Materials		12/06/23	534.34	.00	ACH			
S2631230.001	11/27/23	11851 Materials		12/06/23	559.99	.00	ACH			
					VENDOR TOTAL:	5531.45				
VENDOR: 1525 OKTIBBEHA CO. CO-OP										
950237	11/27/23	11813 Uniforms		12/06/23	253.16	.00	ACH			
951386	11/22/23	11800 Uniforms		12/06/23	250.18	.00	ACH			
951479	11/22/23	11800 Uniforms		12/06/23	580.30	.00	ACH			
952310	11/22/23	11800 Uniforms		12/06/23	118.76	.00	ACH			
					VENDOR TOTAL:	1202.40				
VENDOR: 1662 PROGRAPHICS										
83016	11/28/23	11843 Logos		12/06/23	275.00	.00	ACH			
					VENDOR TOTAL:	275.00				

INVOICE DATE PO NBR DESCRIPTION
VENDOR: 1700 QUILL

35453999	11/27/23	11788	Supplies
35454290	11/27/23	11788	Supplies
35480063	11/27/23	11788	Supplies
35512602	11/27/23	11788	Supplies

VENDOR TOTAL: 632.32

VENDOR: 1887 S & S LINE SERVICE INC

2721	11/27/23	10904	ROW Clearing
2722	11/27/23	10904	ROW Clearing
2723	11/27/23	10904	ROW Clearing
2724	11/27/23	10904	ROW Clearing
2725	11/27/23	10904	ROW Clearing
2726	11/27/23	10904	ROW Clearing

VENDOR TOTAL: 21157.30

VENDOR: 1925 SCOTT PETROLEUM CORP.

1415910	11/27/23	11833	Propane
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VENDOR TOTAL: 42.00

VENDOR: 1940 STUART C. IRBY

S013732943.002	11/27/23	11683	Uniforms
S013767469.001	11/27/23	11714	Equipment

VENDOR TOTAL: 1009.57

VENDOR: 2017 TEREX UTILITIES

7377373	11/27/23	11653	Maintenance
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VENDOR TOTAL: 684.84

VENDOR: 2040 TVPPA EDUCATION & TRAIN.

INV0095741	11/27/23	11857	Lineman Apprenticeship
INV0095788	11/27/23	11856	Lineman Apprenticeship

VENDOR TOTAL: 1690.00

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR TOTAL: 632.32											
35453999	11/27/23	11788	Supplies		12/06/23	29.07	.00	ACH			
35454290	11/27/23	11788	Supplies		12/06/23	523.58	.00	ACH			
35480063	11/27/23	11788	Supplies		12/06/23	9.69	.00	ACH			
35512602	11/27/23	11788	Supplies		12/06/23	69.98	.00	ACH			
VENDOR TOTAL: 632.32											
VENDOR: 1887 S & S LINE SERVICE INC											
2721	11/27/23	10904	ROW Clearing		12/06/23	1568.40	.00	ACH			
2722	11/27/23	10904	ROW Clearing		12/06/23	5405.70	.00	ACH			
2723	11/27/23	10904	ROW Clearing		12/06/23	5416.00	.00	ACH			
2724	11/27/23	10904	ROW Clearing		12/06/23	1176.30	.00	ACH			
2725	11/27/23	10904	ROW Clearing		12/06/23	4350.60	.00	ACH			
2726	11/27/23	10904	ROW Clearing		12/06/23	3240.30	.00	ACH			
VENDOR TOTAL: 21157.30											
VENDOR: 1925 SCOTT PETROLEUM CORP.											
1415910	11/27/23	11833	Propane		12/06/23	42.00	.00	ACH			
VENDOR TOTAL: 42.00											
VENDOR: 1940 STUART C. IRBY											
S013732943.002	11/27/23	11683	Uniforms		12/06/23	739.26	.00	ACH			
S013767469.001	11/27/23	11714	Equipment		12/06/23	270.31	.00	ACH			
VENDOR TOTAL: 1009.57											
VENDOR: 2017 TEREX UTILITIES											
7377373	11/27/23	11653	Maintenance		12/06/23	684.84	.00	ACH			
VENDOR TOTAL: 684.84											
VENDOR: 2040 TVPPA EDUCATION & TRAIN.											
INV0095741	11/27/23	11857	Lineman Apprenticeship		12/06/23	845.00	.00	ACH			
INV0095788	11/27/23	11856	Lineman Apprenticeship		12/06/23	845.00	.00	ACH			
VENDOR TOTAL: 1690.00											

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES			PAGE		
PRG. ACTPAYLT			FOR: 12/06/23 ACCOUNT 23200						RUN DATE 11/29/23 08:58 AM		
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ	
VENDOR: 2098 ULINE											
170980255	11/27/23	11834 Supplies		12/06/23	405.88	.00	ACH				
VENDOR TOTAL:					405.88						
VENDOR: 2117 UTILITY MAINT SPECIALIST INC											
5313	11/27/23	11859 Substation Testing & Mainten		12/06/23	2513.00	.00	ACH				
VENDOR TOTAL:					2513.00						
VENDOR: 2300 WALMART COMMUNITY BRC											
1652220024	11/27/23	0 Supplies		12/06/23	153.72	.00	CHK				
VENDOR TOTAL:					153.72						
VENDOR: 99009746 SYNERGETICS DCS, INC											
55020	11/28/23	11669 Meter Communications for TVA		12/06/23	1527.00	.00	ACH				
VENDOR TOTAL:					1527.00						
VENDOR: 99010010 KALEB HARRIS											
11/13/23	11/27/23	0 Travel expense reimbursement		12/06/23	119.65	.00	ACH				
VENDOR TOTAL:					119.65						
VENDOR: 99010011 JACOB NELSON											
11/12/23	11/27/23	0 Travel expense reimbursement		12/06/23	133.08	.00	ACH				
VENDOR TOTAL:					133.08						
GRAND TOTAL:					328819.85						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK ACH SEQ
VENDOR:											
4000163634	76	APAC MISSISSIPPI, INC.									
	11/21/23	6032	Asphalt		12/06/23	651.82	.00	ACH			
					VENDOR TOTAL:	651.82					
VENDOR:											
1243	95	2 LADIES PROMO									
	11/21/23	8174	Uniforms		12/06/23	431.66	.00	ACH			
					VENDOR TOTAL:	431.66					
VENDOR:											
3020752962-11/23	124	ATMOS ENERGY									
	11/22/23	0	Utility bill		12/06/23	63.46	.00	ACH			
					VENDOR TOTAL:	63.46					
VENDOR:											
2023-14	188	BOX CONSTRUCTION LLC									
	11/27/23	8243	Contract Labor		12/06/23	2750.00	.00	ACH			
					VENDOR TOTAL:	2750.00					
VENDOR:											
0426851104	194	AUTOZONE									
	11/21/23	8206	Maintenance		12/06/23	40.98	.00	ACH			
0426851547	11/21/23	8206	Supplies		12/06/23	259.94	.00	ACH			
0426852805	11/21/23	8214	Supplies		12/06/23	11.29	.00	ACH			
0426854702	11/27/23	8221	Maintenance		12/06/23	275.47	.00	ACH			
0426856823	11/27/23	8224	Maintenance		12/06/23	20.99	.00	ACH			
					VENDOR TOTAL:	608.67					
VENDOR:											
S100352654.002	220	CENTRAL PIPE SUPPLY									
	11/27/23	8147	Materials		12/06/23	36.96	.00	ACH			
					VENDOR TOTAL:	36.96					
VENDOR:											
18118	250	CHEMPRO SERVICES, INC									
	11/28/23	6033	ROW - Herbicides Spraying		12/06/23	6760.00	.00	ACH			
18862	11/28/23	6033	Sewer ROW - Herbicides		12/06/23	6760.00	.00	ACH			
					VENDOR TOTAL:	13520.00					

STARKVILLE WATER DEPT PRG. ACTPAYLT	DEPT	ACCOUNTS PAYABLE LISTING FOR: 12/06/23 ACCOUNT 23110				UNPAID INVOICES		RUN DATE 11/29/23		PAGE 2
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY										
3135799-004-000	11/21/23	8158 Materials		12/06/23	474.00	.00	ACH			
3136050-001-000	11/21/23	8191 Materials		12/06/23	585.00	.00	ACH			
3136064-001-000	11/21/23	8193 Materials		12/06/23	260.00	.00	ACH			
				VENDOR TOTAL:	1319.00					
VENDOR: 470 DNA UNDERGROUND, LLC										
229003-7	11/28/23	0 Main & Lampkin Water/Sewer I		12/06/23	318209.91	.00	CHK			
				VENDOR TOTAL:	318209.91					
VENDOR: 496 EAST MISS LUMBER										
25624	11/21/23	8213 Tool		12/06/23	69.99	.00	CHK			
27597	11/28/23	8242 Materials		12/06/23	13.10	.00	CHK			
				VENDOR TOTAL:	83.09					
VENDOR: 690 GARVER LLC										
23W10050-3	11/21/23	8160 WWTP Evaluation		12/06/23	22845.50	.00	ACH			
				VENDOR TOTAL:	22845.50					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER										
1018-188591	11/21/23	8217 Maintenance		12/06/23	25.50	.00	ACH			
1018-188783	11/27/23	8222 Maintenance		12/06/23	25.50	.00	ACH			
				VENDOR TOTAL:	51.00					
VENDOR: 702 HACH										
13772143	11/21/23	8079 Lab Supplies		12/06/23	136.00	.00	ACH			
13814157	11/21/23	8079 Lab Supplies		12/06/23	171.00	.00	ACH			
				VENDOR TOTAL:	307.00					
VENDOR: 703 HARCROS CHEMICALS INC										
770127767	11/27/23	8211 Chemicals		12/06/23	4130.00	.00	ACH			
				VENDOR TOTAL:	4130.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
	765	HYDRA SERVICE, INC.								
173674	11/27/23	5424 Pump Supplies		12/06/23	437.00	.00	ACH			
173677	11/27/23	5422 Pump Supplies		12/06/23	506.00	.00	ACH			
				VENDOR TOTAL:	943.00					
VENDOR:										
	811	MISSISSIPPI 811, INC.								
240235	11/27/23	0 Billing for 811 Service		12/06/23	8191.44	.00	ACH			
				VENDOR TOTAL:	8191.44					
VENDOR:										
	907	INDUSTRIAL CHEMICALS INC								
539446	11/21/23	8183 Chemicals		12/06/23	1248.07	.00	ACH			
CA-000000003	11/29/23	0 Credit on Account		12/06/23	59.33-	.00	ACH			
				VENDOR TOTAL:	1188.74					
VENDOR:										
	1010	JT RAY CO								
231115-0645	11/21/23	6040 Copier Services		12/06/23	102.45	.00	ACH			
				VENDOR TOTAL:	102.45					
VENDOR:										
	1205	LOWE'S								
901396-MBTFZU	11/27/23	8239 Supplies		12/06/23	43.65	.00	CHK			
901887-MAYJOM	11/21/23	8216 Materials		12/06/23	75.43	.00	CHK			
979238-MBXFSO	11/27/23	8241 Supplies		12/06/23	834.50	.00	CHK			
991939-MATJZT	11/21/23	8210 Tools		12/06/23	520.58	.00	CHK			
				VENDOR TOTAL:	1474.16					
VENDOR:										
	1229	TECHNAGLASS								
22555	11/21/23	7977 Maintenance		12/06/23	89.00	.00	ACH			
				VENDOR TOTAL:	89.00					
VENDOR:										
	1390	JACKSON NEWELL PAPER CO								
3160494	11/21/23	8194 Supplies		12/06/23	285.91	.00	ACH			
				VENDOR TOTAL:	285.91					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 12/06/23 ACCOUNT 23110					4	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	RUN DATE	PAID PAID/VOID DATE CHECK/ ACH SEQ
VENDOR:	1400	NESCO							
S2630042.001	11/21/23	8212 Maintenance		12/06/23	82.21	.00	ACH		
				VENDOR TOTAL:	82.21				
VENDOR:	1407	NEXT STEP INNOVATION							
NSI24982	11/27/23	8180 Computer		12/06/23	2085.00	.00	ACH		
				VENDOR TOTAL:	2085.00				
VENDOR:	1525	OKTIBBEHA COUNTY COOP							
950421	11/21/23	7767 Uniforms		12/06/23	241.51	.00	ACH		
951169	11/21/23	8220 Uniforms		12/06/23	89.60	.00	ACH		
952334	11/27/23	8225 Supplies		12/06/23	399.90	.00	ACH		
				VENDOR TOTAL:	731.01				
VENDOR:	1800	RACKLEY OIL, INC.							
000612673	11/27/23	8223 Maintenance		12/06/23	43.96	.00	ACH		
				VENDOR TOTAL:	43.96				
VENDOR:	1860	RJ YOUNG COMPANY							
INV6629649	11/21/23	7485 Copier Service		12/06/23	33.00	.00	ACH		
				VENDOR TOTAL:	33.00				
VENDOR:	1905	STARKVILLE AUTO PARTS							
5151-162683	11/21/23	7886 Maintenance		12/06/23	72.27	.00	CHK		
				VENDOR TOTAL:	72.27				
VENDOR:	1920	CANNON FORD LINCOLN OF STARK							
209401	11/27/23	8226 Maintenance		12/06/23	62.08	.00	ACH		
				VENDOR TOTAL:	62.08				
VENDOR:	1943	SOUTHERN TELECOMMUNICATIONS							
OCT 2023	11/27/23	8138 Phone Bill		12/06/23	160.81	.00	CHK		
				VENDOR TOTAL:	160.81				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1947 SUNCOAST INFRASTRUCTURE, INC											
S22079-08	11/28/23	0	Green Oaks Sewer Rehab		12/06/23	166171.00	.00	ACH			
					VENDOR TOTAL:	166171.00					
VENDOR: 2020 IT'S JUST ICE, INC.											
23539	11/21/23	8209	Maintenance		12/06/23	643.23	.00	CHK			
					VENDOR TOTAL:	643.23					
VENDOR: 2104 UPS											
000024W1X6453	11/28/23	6043	Postage		12/06/23	46.58	.00	CHK			
000024W1X6463	11/28/23	6043	Postage		12/06/23	41.94	.00	CHK			
					VENDOR TOTAL:	88.52					
VENDOR: 2111 USA BLUEBOOK											
INV00193507	11/21/23	8178	Materials		12/06/23	275.90	.00	ACH			
					VENDOR TOTAL:	275.90					
VENDOR: 2202 WAYPOINT ANALYTICAL											
1078363	11/21/23	6042	Testing		12/06/23	312.00	.00	ACH			
1078490	11/27/23	6042	Testing		12/06/23	312.00	.00	ACH			
					VENDOR TOTAL:	624.00					
VENDOR: 9909819 ALLEN EDWARDS BODY SHOP INC											
9132023	11/27/23	7947	Repairs		12/06/23	837.50	.00	CHK			
					VENDOR TOTAL:	837.50					
					GRAND TOTAL:	549193.26					



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

AGENDA ITEM DEPT: Board Business
AGENDA DATE: December 5, 2023
Page: 1

SUBJECT:

Consideration of approval of the 2024 Holiday Schedule for the City of Starkville and if the Governor of the State of Mississippi designates additional days as paid holidays by proclamation, the Mayor may designate such additional days as paid holidays for eligible employees.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

2024 Holiday Schedule		
Holiday	Actual Date	Observed Date
New Year's Day	1st of January	Monday, January 1, 2024
Martin Luther King, Jr. Day	3rd Monday in January	Monday, January 15, 2024
President's Day	3rd Monday in February	Monday, February 19, 2024
Good Friday	Friday before Easter	Friday, March 29, 2024
Memorial Day	Last Monday in May	Monday, May 27, 2024
Independence Day	4th of July	Thursday, July 4, 2024
Labor Day	1st Monday in September	Monday, September 2, 2024
Veterans Day	11th of November	Monday, November 11, 2024
Thanksgiving Holiday	4th Thursday in November	Thursday, November 28, 2024
Christmas Holiday	25th of December	Wednesday, December 25, 2024

REQUESTING DEPARTMENT:

Human Resources

DIRECTOR'S AUTHORIZATION:

Mayor's Office

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval of the 2024 Holiday Schedule for the City of Starkville and if the Governor of the State of Mississippi designates additional days as paid holidays by proclamation, the Mayor may designate such additional days as paid holidays for eligible employees.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 05, 2023
Page: 1

SUBJECT:

Request authorization to hire Brian Saenz as a Intern for the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked at \$14.00 per hour. This position, will not be eligible for benefits.

FISCAL NOTE:

Paid out of 2023-2024 Electric budget account 532.0

AUTHORIZATION HISTORY:

This is a replacement position previously held by Nicolas Hollis who is graduating.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Brian Saenz as a Intern for the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: December 05, 2023

Page: 1

SUBJECT:

Request authorization to hire Alexandra Nash as Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Alexandra Nash - non-exempt salary for a Certified Police Officer III, @ \$51,025.52 (\$22.82 per hour) based on 2236 hours per year.

LINE ITEM

Budgeted from line item # 001-201-420-103

AUTHORIZATION HISTORY:

This is a replacement position previously held by Gabriel Steenwyk who is transitioning into a code enforcement position.

Ms. Nash will not fully transition into this role until mid-January. Mr. Steenwyk is completing a mandatory training and it will not be completed until around January 15, 2023.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Request authorization to hire Alexandra Nash as Police Officer in the Starkville Police Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: December 05, 2023

Page: 1

SUBJECT:

Request authorization to hire Gabriel Steenwyk as a Code Enforcement Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Non-exempt salary of \$45,406.40 (\$21.83 per hour) based on 2080 hours per year.

LINE ITEM

Budgeted from line item # 001-201-420-103

AUTHORIZATION HISTORY:

This is a replacement position previously held by Alexandra Nash who is transitioning into a full time Police Officer position.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Gabriel Steenwyk as a Code Enforcement Officer in the Starkville Police Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 05, 2023
Page: 1

SUBJECT:

Request authorization to hire Frank Wittmann as a Utility Locator Technician in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt Salary of \$38,000 (\$18.27 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2023/24 budget.
50% of pay – Acct: 586.00 Meter Expense.
50% of pay – Acct: 146.10 Due from the Water Dept.

AUTHORIZATION HISTORY:

This is a replacement position previously held by Samuel Foreman.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Frank Wittmann as a Utility Locator Technician in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 05, 2023
Page: 1

SUBJECT:

Request authorization to hire Steven Brasher and Ryan Ezell as Commercial Drivers in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Steven Brasher- Annual Salary of \$41,808.00 (\$20.10 per hour) based on 2080 hours.

Ryan Ezell- Annual Salary of \$41,808.00 (\$20.10 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 022-322-430-107

AUTHORIZATION HISTORY:

This is a replacement position held by JP Buford who resigned and Cory Bell who is transitioning to a Sanitation Worker.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Chris Smiley, Sanitation & Environmental Services Director;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Steven Brasher and Ryan Ezell as Commercial Drivers in the Sanitation & Environmental Services Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 5, 2023
Page: 1

SUBJECT:

Request authorization to hire Brian Flaherty, Stephan Miller and Darien Rivera as Non-Certified Firefighters in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Brian Flaherty - Base Salary for Non-Certified Firefighter, \$34,725.60 (\$12.60 per hour) for entry level based on 2756 hours.

Stephan Miller - Base Salary for Non-Certified Firefighter, \$34,725.60 (\$12.60 per hour) for entry level based on 2756 hours.

Darien Rivera - Base Salary for Non-Certified Firefighter, \$34,725.60 (\$12.60 per hour) for entry level based on 2756 hours.

FISCAL NOTE:

Budgeted from line item # 001-261-420-103

AUTHORIZATION HISTORY:

These are replacement positions for Tristen Graham, James Hollingsworth and Timothy McGee who resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Chief Charles Yarbrough, Fire Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Brian Flaherty, Stephan Miller and Darien Rivera as Non-Certified Firefighters in the Starkville Fire Department.



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

AGENDA ITEM NO:
AGENDA DATE: December 5, 2023
PAGE: 1

SUBJECT: Accept emergency authorization consistent with Presidential Determination No. 2022-19 from TransArmour Inc. to purchase a 10-100KVA padmount transformers in the amount of \$75,500

AMOUNT & SOURCE OF FUNDING: 2023 Budget

FISCAL NOTE: Emergency purchase based on 9/6/22 authorization

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This is a quote to purchase pad mounted transformers.

Attached is a copy of the Presidential declaration approved by the Board of Aldermen.

SUGGESTED MOTION:

Move approval to accept emergency authorization consistent with Presidential Determination No. 2022-19 from TransArmour Inc. to purchase 10- 100KVA transformers in the amount of \$75,500



TransArmour Inc
PO Box 81
Brandon, MS 39043

aburns@pgtaaccounting.com

Quote

Date	Quote #
11/8/2023	114330

Customer:
General Quote

Qty	Item	Description	U/M	Price	Total
19	1PD15720012...	15 KVA SINGLE PH. PADMOUNT 12470/7200 120/240 NT ANSI 2	ea	3,450.00	65,550.00T
12	1PD25720012...	25 KVA Type 2 Single Phase Padmount Transformer 7200 Primary 120/240 Secondary No Taps	ea	4,600.00	55,200.00
10	1PD10072001...	100 KVA Single Phase Pad mount Transformer 12470V/7200 120/240	ea	7,550.00	75,500.00
		TYPE 2 BRAND NEW ERMCO 1 YEAR WARRANTY			
		Sales Tax		0.00%	0.00

Please carefully review this quote along with any documents attached. Approval of same means TransArmour can not be held responsible for items ordered with undesired specs, partial information and/or incorrect information.

Total	\$196,250.00
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**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: September 6, 2022
PAGE: 1

SUBJECT: Consistent with Presidential determination, no. 2022-19, pursuant to section 303 of the Defense Production Act of 1950, as amended, on transformers and electric power grid components, consideration of declaring transformers and electric power grid components emergency purchases under Miss. Code ann. §31-7-13(k) such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Starkville for the period of time Presidential determination no. 2022-19 remains in effect.

AMOUNT & SOURCE OF FUNDING: 2022-2023

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward C. Kemp 323-3133

SUGGESTED MOTION:

Consistent with Presidential determination, no. 2022-19, pursuant to section 303 of the Defense Production Act of 1950, as amended, on transformers and electric power grid components, consideration of declaring transformers and electric power grid components emergency purchases under Miss. Code ann. §31-7-13(k) such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Starkville for the period of time Presidential determination no. 2022-19 remains in effect.