



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
March 5, 2024**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

Board of Aldermen
Kim Moreland
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, MARCH 5, 2024
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 16, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Recognition of Boy Scout Troop 14 in attendance and New Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

THIRD PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF A SECURITY CAMERA ORDINANCE FOR CERTAIN RETAIL AND PROFESSIONAL CENTERS OF A DEFINED SIZE.

FIRST PUBLIC HEARING 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.

FIRST PUBLIC HEARING 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.

FIRST PUBLIC HEARING 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.

FIRST PUBLIC HEARING 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

A. CONSIDERATION OF THE APPOINTMENT OF DR. DEBRA PRINCE, THE SOLE APPLICANT, TO THE STARKVILLE OKTIBBEHA COUNTY SCHOOL BOARD OF TRUSTEES.

B. CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE TAX ABATEMENT RESOLUTION FOR 44 PROPERTIES, LLC.

C. CONSIDERATION TO ADVERTISE FOR CEMETERY MOWING AND MAINTENANCE.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF STARKVILLE AND KYLE KNIGHT FOR USE OF THE AGRICULTURAL LAND INSIDE THE FENCED AREA FOR ONE YEAR AT GEORGE M. BRYAN FIELD.

2. REQUEST APPROVAL TO ADVERTISE FOR BIDS FOR THE FAA 2024 AIP PROJECT FOR CLEARING, GRUBBING, SEEDING AND MULCHING AT GEORGE M. BRYAN FIELD.

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 APPROVING THE AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH CIVIL-LINK LLC FOR TECHNICAL ASSISTANCE RELATED TO THE ROADWAY MAINTENANCE PLAN.

2. CONSIDERATION OF ACCEPTING THE TRANSPORTATION ALTERNATIVES (TA) GRANT FUNDS IN THE AMOUNT OF \$780,000, INCLUDING AN APPROXIMATE \$150,000 MATCH BY THE CITY, TO CONSTRUCT THE SOUTHERN PHASE OF THE SPRING STREET CONNECTOR PROJECT, AND AUTHORIZING THE MAYOR TO ACTIVATE THE PROJECT, EXECUTE A PRELIMINARY ENGINEERING CONTRACT ALONG WITH ANY NECESSARY MDOT RELATED PAPERWORK.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 27, 2024 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. REQUEST APPROVAL TO RENEW A REVISED MECHANICAL SERVICE AGREEMENT WITH BRISLIN, INC FOR CITY HALL FOR INSPECTIONS AND MAINTENANCE OF ALL HVAC EQUIPMENT AT AN ANNUAL COST OF \$4,900.00.
3. CONSIDERATION OF THE ADDITION OF THE VEHICLE ENDING IN VIN #0654, TO THE LIST OF CITY OF STARKVILLE UNMARKED CARS FOR FISCAL YEAR 2024 UNDER SECTION 25-1-87.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO EXTEND JILLIAN DUTCHER AS A TEMPORARY FULL-TIME DEPUTY COURT CLERK UNTIL JUNE 27, 2024.
2. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.#02062024 FOR A STARKVILLE SANITATION WORKER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO PURCHASE YOUTH BASEBALL AND SOFTBALL UNIFORMS FROM THE LOWEST QUOTE FROM REX SPORTS IN THE AMOUNT OF \$15,215.25.
2. CONSIDERATION TO PURCHASE 2 GAS POWERED GOLF CARTS AT THE LOWEST QUOTE FROM GTO GOLF KARS IN THE AMOUNT OF \$9,250.00 EACH.
3. CONSIDERATION TO AMEND THE EXISTING CONTRACT WITH PERRY WEATHER TO ADD 1 ADDITIONAL EMERGENCY SPEAKER FOR THE CORNERSTONE PARK IN THE AMOUNT OF \$4,800.00.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST AUTHORIZATION TO DECLARE THE 2010 CROWN VIC (VIN ENDING IN 7329) AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVDEALS.COM, DISCARD, OR SELL DIRECTLY TO A SCRAP DEALER.
- b. REQUEST APPROVAL FOR CPL. ANGELICA COLBERT AND CSI SHANNA CUNNINGHAM TO ATTEND THE BASIC BLOODSTAIN PATTERN ANALYSIS COURSE INSTRUCTED BY FORENSIC PIECES TRAINING & CONSULTING 3/18/2024 – 3/22/2024 IN HOOVER, ALABAMA IN AN APPROXIMATE AMOUNT OF \$2,650.00.

2. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 205 WARE ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118O-00-180.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 204 YEATES ST., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102B-00-001.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM EVERYDAY LAND MANAGEMENT FOR LANDSCAPING AND MAINTENANCE IN THE AMOUNT OF \$5,097.17 MONTHLY FOR A TOTAL OF \$45,874.53 FOR NINE MONTHS OF SERVICE.
2. REQUEST AUTHORIZATION FOR THE MAYOR TO SIGN THE AERATOR DESIGN CONTRACT TO ACCEPT THE BRUSH ROTOR DESIGN ALTERNATIVE PROPOSAL FROM GARVER FOR THE ERNEST E. JONES WASTEWATER TREATMENT PLANT.
3. CONSIDERATION OF ACCEPTING GRANT AGREEMENT MODIFICATION #1 TO THE MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT FOR THE AERATOR REPLACEMENT PROJECT FOR THE WASTEWATER TREATMENT PLANT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL MARCH 19, 2024 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
FEBRUARY 16, 2024**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, February 16, 2024 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, Alderman Sandra Sistrunk, Alderman Jeffrey Rupp, Alderman Mike Brooks, Alderman Hamp Beatty, Alderman Henry Vaughn Sr., and newly elected Alderman Moreland, City Attorney Berk Huskison and Deputy City Clerk Joanna McLaurin were also present.

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

Joe Max Higgins and the GTR Link gave an update on project Squeeze and the NorthStar Grant match.

Brandon Doherty gave an update on the Park and Rec Programming for the 2024 calendar year.

The Mayor and members of the Board discussed items on the upcoming February 20, 2024 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 MARCH, 2024.

MAYOR D. LYNN SPRUILL

Attest:

Seal

JOANNA MCLAURIN
DEPUTY CITY CLERK



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

January 9, 2024

Mr. Joe Max Higgins
Chief Executive Officer
Golden Triangle Development LINK
P.O. Box 1328
Columbus, MS 39703

Dear Joe,

Through the Site Development Grant – Select Sites Program, MDA is pleased to partner with eligible local partners to support the development of highly competitive industrial sites in Mississippi that are ready to meet prospective companies' needs. To support this effort, the state's electric utilities contracted with Greenville, SC-based Strategic Development Group to evaluate a number of the state's top industrial sites. In its evaluation, Strategic Development Group recognized the strengths of the Northstar Industrial Park in Oktibbeha County.

MDA is committed to supporting Oktibbeha County in developing Northstar and is extending an invitation to the Oktibbeha County Board of Supervisors to apply for Select Sites funding in support of site development work at the site. Based on the cost estimates you submitted to our office, we are offering a grant of up to \$2,518,380 to construct a 200,000-square-foot building pad and other eligible expenses as approved by MDA. We will require that the remainder of the project's expected costs, currently anticipated to be \$279,820, be matched by the county or other local sources of funding. It is understood that the county must meet the minimum requirements set forth in state statute and the rules and regulations of this program.

The availability of competitive sites that are ready for industrial development and meet the logistical, workforce and other needs of industry are critical to the state's job creation and investment attraction efforts. We are proud to partner with you in your efforts to develop a site that is attractive to prospective businesses and ready to meet their needs.

We will be sending you the program guidelines and application form under separate cover. In the meantime, if you have any questions regarding this commitment, please contact Sally Williams in our Business Incentives Division at 601.359.5052 or sawilliams@mississippi.org.

Sincerely,

William V. Cork
Executive Director

WC:sw

NORTHSTAR IND. PARK
CITY OF STARKVILLE | OKTIBBEHA COUNTY, MS



MISSISSIPPI'S COLLEGE TOWN
STARKVILLE
HISTORIC

OKTIBBEHA COUNTY
MISSISSIPPI



The Board of Aldermen of the City of Starkville, Mississippi, (the "Board" of the "City") took up the matter of expressing its intent to grant an ad valorem tax incentive to that certain company confidentially disclosed to the Board and assigned the code name Project Squeeze ("Project Squeeze" or the "Company") as an inducement to the Company to pursue the construction, installation, equipping and operation of an expansion of its existing manufacturing facility in the City; and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF INTENT OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO GRANT AN EXEMPTION FROM AD VALOREM TAXES PURSUANT TO SECTION 27-31-101 OF THE MISSISSIPPI CODE FOR AN EXPANSION OF A MANUFACTURING FACILITY TO BE CONSTRUCTED, INSTALLED, EQUIPPED AND OPERATED IN THE CITY IN CONNECTION WITH PROJECT SQUEEZE; AND RELATED MATTERS.

WHEREAS, the Board hereby finds, adjudicates and determines as follows:

1. The Company owns and operates a manufacturing facility in the City (the "Existing Facility") and has proposed to construct, install, equip and operate an expansion of its Existing Facility to, among other things, add new production capabilities and capacity (the "Expansion");
2. The Company has advised the Board that the Expansion, if undertaken in the City, is expected to result over a two (2) year period in a capital investment of as much as Nine Million Five Hundred Thousand Dollars (\$9,500,000) in the City to construct and equip the Expansion (the "Anticipated Investment") and the creation over a five (5) year period of approximately twenty (20) additional full-time jobs in excess of the number of employees currently maintained by the Company at the Existing Facility;
3. If the Expansion is undertaken by the Company in the City, the Expansion would also be expected to provide construction employment and the opportunity for local contractors to bid on Expansion-related construction work;
4. If the Expansion is undertaken by the Company in the City, the City and its citizens will benefit from the availability of new employment opportunities, as well as from a significant enhancement to the local ad valorem tax base and an annual source of new ad valorem tax revenues over the life of the Expansion, together with incremental sales and/or use tax revenues during the construction of the Expansion;
5. Pursuant to Sections 27-31-101 and 27-31-105(1) of the Mississippi Code of 1972, as amended (the "Code"), the Mississippi Legislature has authorized the Board, if the Board elects to do so, to grant to an "expansion" of a "manufacturing or other enterprise of public utility as enumerated in [Code] Section 27-31-101," as such terms are defined in Code Sections 27-31-101 and 27-31-105(1) an exemption from all City ad valorem taxes, except school district ad valorem taxes, the "mandated levies" described in Code Section 27-39-329 and ad valorem taxes on tagged over-the-road motor vehicles, for a period of ten (10) consecutive years, subject to the timely submission by the Company of a proper application therefor pursuant to Code Section 27-31-107;
6. As an expansion of a manufacturing facility, the Expansion constitutes an "expansion" of a "manufacturing or other enterprise of public utility as enumerated in [Code] Section 27-31-101," as such terms is defined in Code Section 27-31-101 and 27-31-105(1) and is therefore eligible, upon satisfaction of the conditions set forth therein, to be granted an exemption from all City ad valorem taxes, except

school district ad valorem taxes, the “mandated levies” described in Code Section 27-39-329 and ad valorem taxes on tagged over-the-road motor vehicles, for a period of ten (10) consecutive years, subject to the timely submission by the Company of a proper application therefor pursuant to Code Section 27-31-107;

7. The Board recognizes that the Company could pursue development of the Expansion in other locations outside of the City and desires to encourage the Company to construct, equip and operate the Expansion in the City for the benefit of its citizens;

8. In furtherance of the City’s objectives, and to encourage the Company to pursue development of the Expansion in the City, the Board desires to hereby declare its intent to approve and grant to the Company and the Expansion an exemption from all City ad valorem taxes, except school district ad valorem taxes, the “mandated levies” described in Code Section 27-39-329 and ad valorem taxes on tagged over-the-road motor vehicles, for a period of ten (10) consecutive years, subject to the timely submission by the Company of a proper application therefor pursuant to Code Section 27-31-107; provided, however, that such exemption shall not apply to any real or personal property comprising or located upon or within the Existing Facility that was subject to ad valorem taxation in 2024 or in any prior years;

9. The Board acknowledges and understands that such intent of the Board, as expressed herein, will play a material role in the Company’s decision to construct, equip and operate the Expansion in the City; and

10. The Board now therefore finds and determines that it would be in the best interest of the City and its citizens for the Board to express its intent, as stated herein, to approve and grant to the Company and the Expansion an exemption from all City ad valorem taxes, except school district ad valorem taxes, the “mandated levies” described in Code Section 27-39-329 and ad valorem taxes on tagged over-the-road motor vehicles, for a period of ten (10) consecutive years, subject to the timely submission by the Company of a proper application therefor pursuant to Code Section 27-31-107, to induce the location thereof by the Company in the City; provided, however, that such exemption shall not apply to any real or personal property comprising or located upon or within the Existing Facility that is subject to ad valorem taxation in 2024 or in any prior years.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. Expansion Benefits. The Board acknowledges and agrees that the Expansion, if undertaken by the Company in the City, will result in significant benefits to the City and its citizens, including the creation of new construction job opportunities and new manufacturing-related job opportunities, as well as a long-term increase of ad valorem tax revenues.

SECTION 2. Intent to Grant Ad Valorem Tax Incentive. Acting for and on behalf of the City and by virtue of such authority as may now or hereafter be conferred upon it by the statutes and by any other applicable laws of the State of Mississippi, this Board does hereby declare its intention, to approve and grant to the Company and the Expansion an exemption from all City ad valorem taxes, except school district ad valorem taxes, the “mandated levies” described in Code Section 27-39-329 and ad valorem taxes on tagged over-the-road motor vehicles, for a period of ten (10) consecutive years, subject to the timely submission by the Company of a proper application therefor pursuant to Code Section 27-31-10; provided, however, that such exemption shall not apply to any real or personal property comprising or

located upon or within the Existing Facility that is subject to ad valorem taxation in 2024 or in any prior years.

SECTION 3. Captions. The captions or headings of this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions.

SECTION 4. Board Minutes. The City Clerk is hereby directed to spread a copy of this resolution on the minutes of this Board.

After discussion thereof, Selectman _____ moved and Selectman _____ seconded the motion to adopt the foregoing resolution, and the question of the adoption of the foregoing resolution being put to a roll call vote, the result was as follows:

Alderwoman Kim Moreland voted: _____

Alderwoman Sandra C. Sistrunk voted: _____

Alderman Jeffrey Rupp voted: _____

Alderman Mike Brooks voted: _____

Alderman Hamp Beatty voted: _____

Alderman Roy A'. Perkins voted: _____

Alderman Henry N. Vaughn, Sr. voted: _____

The motion having received the affirmative vote of a majority of the Selectmen present, the motion was declared passed by the Mayor on this the ____ day of February, 2024.

Lynn Spruill,
Mayor

ATTEST:

Print Name: _____

Title: _____

Starkville Parks and Recreation Update



Presented by Brandon F. Doherty – General Manager Starkville Parks and Recreation



George Evens Flower Planting



Safety Town

Travis Outlaw Center

Registration

- 515 participants
- 64 teams
- 320 games
- 142 practices
- 1 – season tournament

Game requirements

- 1 – score keeper
- 1 – referee

Operations Calendar

Travis Outlaw Center March 2024						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	CLOSED
3	4 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	5 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	6 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	7 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	8 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	9 3B Tournament 8am 9pm
CLOSED	11 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	12 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	13 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	14 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	15 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	16
10	11 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	12 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	13 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	14 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	15 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	CLOSED
3B Tournament 8am 9pm	18 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	19 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	20 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	21 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	22 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	23
17	18 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	19 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	20 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	21 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	22 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	23
CLOSED	25 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	26 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	27 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	28 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	29 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	30
24	25 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	26 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	27 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	28 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	29 PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	30
Krifle and Gun Show 8am-9pm	PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	PK 8 7am 11am Practices 3pm 5pm Y88 5pm 9pm	Krifle and Gun Show 8am-9pm
31		Notice				
EASTER CLOSED						

101) Youth Basketball Leagues
Practices: Schedule Team Practices (Closed Gym) • Club • Club Team Saturday Gun Range
Private Event • Campus School Sports • Private Event • Travis Outlaw Center

Cornerstone Park

Registration

Operations Calendar

- 1000 Participants
 - 75 Teams
 - 375 Games
 - 225 Practices
 - 1 Season Tournaments
- Game Requirements**
- Score Keep
 - 1 or 2 Umpire

Cornerstone March 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
					Fields Closed Event Preparation	UACS Softball Tournament
3	4	5	6	7	8	9
Practice Times 12pm-3pm	Rec BB/SB 3pm-4pm	Rec BB/SB 3pm-4pm	Fields Closed	Rec BB/SB 3pm-4pm	Fields Closed Event Preparation	Grand Slam Baseball Tournament
10	11	12	13	14	15	16
Practice Times 12pm-5pm	Rec BB/SB 3pm-4pm	Rec BB/SB 3pm-4pm	Fields Closed	Rec BB/SB 3pm-4pm	Fields Closed Event Preparation	USSSA Softball Tournament
17	18	19	20	21	22	23
Practice Times 12pm-5pm	Rec BB/SB 3pm-4pm	Rec BB/SB 3pm-4pm	Fields Closed	Rec BB/SB 3pm-4pm	Fields Closed Event Preparation	US Parapitch Softball Tournament
24	25	26	27	28	29	30
Practice Times 12pm-5pm	Rec BB/SB 3pm-4pm	Rec BB/SB 3pm-4pm	Fields Closed	Rec BB/SB 3pm-4pm	Good Friday Fields Closed	Fields Closed
31	1	2	3	4	5	6
Easter Fields Closed						

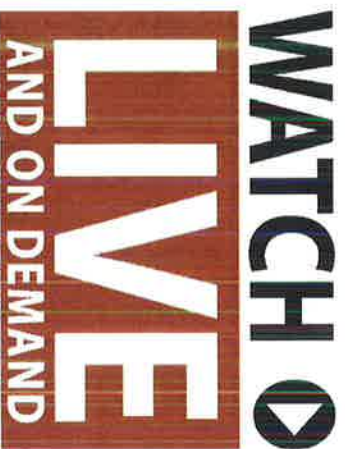
Playground will not be available during classes. Special events are planned throughout the month.

United States Softball (USSA)
Grand Slam Baseball
UACS Softball

www.usssa.org
www.grandslam.com
www.uacsoftball.com

Times and availability subject to change without notice.

Musco Vision



www.muscovision.com



Agents Issued & Pending



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YOU CAN WATCH US ANYWHERE,
ANYTIME ON YOUR MOBILE PHONE,
COMPUTER, OR SMART TV,
SO YOU NEVER HAVE TO WORRY
ABOUT MISSING A GAME.



1. FIND A GAME
CHOOSE FROM LIVE AND
PRE-RECORDED GAMES THAT
CAN BE WATCHED ON DEMAND



2. PICK A PLAN
CHOOSE FROM ONE-, THREE-,
SEVEN-, OR 30 DAY SUBSCRIPTIONS
TO BEST MEET YOUR NEEDS



3. START WATCHING
ACCESS AND VIEW GAMES VIA
YOUR PHONE, TABLET, COMPUTER,
OR SMART TV



Automated Sports Broadcasting





406 Lynn Lane
Beverly Hills, MS 39310
Tel: (601) 323-2294
p@bpcconnection.com

Tournament Schedule

FY21-22

Scheduled 15 Tournaments

Executed 11 Tournaments

FY22-23

Scheduled 13 Tournaments

Executed 9 Tournaments

FY23-24

Scheduled 40 Tournaments

Executed 0 Tournaments

- February 23-24
 - March 2
 - March 9
 - March 16
 - March 25
 - March 30
 - April 6
 - April 12-14
 - April 30
 - April 27
 - May 4
 - May 11
 - May 16-19
 - May 24-25
 - June 1
 - June 7-9
 - June 13-16
 - June 22-23
 - June 29-30
 - July 13-14
 - July 18-21
 - August 17
 - August 23-24
 - September 7
 - September 13-14
 - September 21
 - September 28
 - October 5-6
 - October 12
 - October 19
 - October 26
 - November 9
- Grand Slam Baseball
UACS Softball
Grand Slam Baseball
USSSA Softball
USFA Softball
Easter Weekend - Closed
USSSA Softball
Grand Slam Baseball (100 teams)
UACS Softball
USFA Softball
Grand Slam Baseball
USSSA Softball
Scotchville Youth Base Softball Championships
Grand Slam Baseball
UACS Softball
Grand Slam Baseball State Tournament
Dixie Dean All Stars
USFA State Tournament
USSSA College Showcase
Grand Slam All Stars
Babe Ruth Regional Quarters
Grand Slam Baseball
High School Softball Tournament
USFA Softball
Grand Slam Baseball
USFA Softball
UACS Softball
USFA Softball State Tournament
USFA Softball
Grand Slam Baseball
Grand Slam Baseball
Abbeville Walk to Remember Fundraiser



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

FEBRUARY 16, 2024

11:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. UPDATE FROM JOE MAX HIGGINS AND THE GTR LIINK ON PROJECT SQUEEZE AND THE NORTHSTAR GRANT MATCH**
- C. UPDATE FROM SFC ON THE PARKS AND REC PROGRAMMING FOR THE 2024 CALENDAR YEAR.**
- D. DISCUSSION OF THE AGENDA ITEMS FOR THE FEBRUARY 20, 2024, 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, FEBRUARY 16, 2024**

**AT 10:00 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.

ORDINANCE 2024- _____

**AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI.
CREATING THE
“PARKING LOT AND BUILDING SECURITY ORDINANCE”
REGULATIONS RELATED TO PROFESSIONAL AND/OR RETAIL
BUSINESS CENTERS PROVIDING FOR INSTALLATION OF SECURITY
CAMERA SYSTEMS FOR PARKING LOT, ENTRY AND EXIT
SURVEILLANCE AND RELATED PURPOSES.**

WHEREAS, the City of Starkville (the "City") deems it to be in the best interest of the health, safety, and welfare of its citizens, businesses, and visitors to provide safer environments for residents, customers and employees in its community; and

WHEREAS, the governing authorities of the City find that the parking lots of retail, restaurant, and service establishments may expose people to the risk of abductions, robberies, burglaries, and other similar criminal acts: and

WHEREAS, insufficient security is a significant threat to the health, safety, and well- being of visitors and citizens of Starkville, and

WHEREAS, a study conducted by the U.S. Department of Justice, Community Oriented Policing Services (COPS) has determined that there is a reduced level of fear and increased level of caution amongst people who are aware they are under video surveillance; and

WHEREAS the U.S. Department of Justice study also concluded that those security camera systems may drive offenders away from committing offenses that take time as they run a greater risk of capture; and

WHEREAS, the U.S. Department of Justice study concluded that there is an actual investigative benefit provided by these security camera systems once a crime has been committed: and

WHEREAS, the governing authorities of the City of Starkville, in consultation with the City's Police Department and Information Technology Department, finds that certain minimum security standards, including the installation of security cameras to monitor the parking lots and entry and exit doors of Professional and/or Retail Business Centers should both improve the solvability of crimes in those areas and deter and prevent future crimes; and

WHEREAS, the threat of liability for these incidents to professional and/or retail business center owners is very significant and could undermine the economic health of the City's business and residential community creating a compelling municipal interest: and

WHEREAS, by installing these security cameras now, rather than after an incident takes place, owners may take affirmative steps to not only protect their loyal customers and employees but also help insulate themselves from liability; and

WHEREAS, the installation of security cameras would be a valuable tool for protecting customers and employees from harm and to help protect owners from liability,

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AS FOLLOWS:

SECTION ONE: The following language shall be added to the Code of Ordinances of the City of Starkville, Mississippi as Municipal Code 4.8 as the "City of Starkville Parking Lot and Building Security Ordinance."

SECTION TWO: The following language shall be added as Section 4.8

Sec. 4.8.01 Findings

The Board of Mayor and Aldermen of the City of Starkville ("City") find that the installation of security cameras to monitor the parking lots of those facilities whether a single building or spaces under common ownership or control whose primary use is to provide space for retail, restaurant, professional, medical, office, and service establishments, will help protect the City's citizens, visitors and business employees from abductions, robberies, and other similar criminal acts, supplementing existing law enforcement services. The governing authorities of the City of Starkville, in consultation with the City's Police Department, finds that the installation of security cameras to monitor the parking lots and entry and exit doors of Professional and/or Retail Business Centers may improve both the solvability of crimes in those areas and, more importantly, deter future crime. The Board also finds that certain minimum- security requirements are beneficial to better protect the health, welfare, and safety of residents and visitors to the City.

SECTION THREE: The following language shall be added as Sec. 4.8.02

Sec. 4.8.02. Intent.

It is the Board's intent to require that the parking lots and entry and exit doors of Professional and/or Retail Business Centers that have fifty (50) or more parking spaces and a ten thousand (10,000) square feet or more of building space(s) be equipped with a security camera system that may assist law enforcement personnel in identification, apprehension and conviction. It is the Board's intent that security camera systems that

cover entry and exit doors of Professional and/or Retail Business Centers may be mounted as interior or exterior cameras. It is the Board's intent that security cameras required hereunder shall significantly improve solvability of crimes committed in and around parking lots.

This article shall apply to all businesses in the city which are required by local or state law to obtain an on-premises permit for the sale, distribution or consumption of alcoholic beverages, beer and light wine, and/or cannabis derivative including when these businesses lease or rent their facilities to other individuals, businesses, or entities. When the article refers to an action which is to be undertaken by the chief of police or his or her designee, designation of such designee, by title, must be made in advance of such designation and be approved by the governing authority for the city.

SECTION FOUR: The following language shall be added as Sec. 4.8.03

Sec. 4.8.03 Exemptions.

It is the intent that no areas are exempted.

SECTION FIVE: The following language shall be added as Sec. 4.8.04

Sec. 4.8.04. Required Security Camera System:

- (a) Every Professional and/or Retail Business Center shall install, maintain and operate a security camera system capable of producing retrievable and identifiable images and storing them on digital video recorders, or other comparable media, that can be enlarged and used to assist law enforcement in offender identification, apprehension and prosecution ("Security Camera System"). For purposes of compliance with this ordinance, this requirement is the duty and obligation of the developer, owner and/or lessor of the real property and not the tenant or lessee of any individual units. The City shall establish a database of properties that are subject to the requirements of this ordinance.
- (b) The Security Camera System must be capable of identifying the characteristics of all vehicles entering and leaving the parking area/lot(s) and provide video coverage for all entry and exit doors of a Professional and/or Retail Business Center. The minimum technical specifications of the Security Camera System shall be:
 - (i) Camera — a minimum of two megapixels (2MP) of recording resolution, and and InfraRed (IR) capability for night time use.
 - (ii) Recording Capability Retain data from all cameras for thirty (30) days or more.
- (c) Every Professional and/or Retail Business Center shall operate its security camera system at all times.
- (d) Every Center to which this ordinance applies shall insure that the camera system is functional and meets the requirements of this ordinance through a regular, routine maintenance program and shall insure reasonable efforts are made to make any necessary repairs timely to insure continued operability. The City will establish a biennial inspection certification and confirmation record.

SECTION SIX: The following language shall be added as Sec. 4.8.05

Sec. 4.8.05. Implementation Schedule.

Every impacted entity shall have 18 months from the effective date of this ordinance to comply with its requirements. Professional and/or Retail Business Centers that commence operations after the effective date of this ordinance shall comply with the requirements of this ordinance prior to the commencement of operation.

SECTION SEVEN: The following language shall be added as Sec. 4.8.06

Sec. 4.8.06. Signage Requirement.

Every Professional and/or Retail Business Center subject to the provisions of this ordinance shall post signs that are clearly visible from the parking area/lot(s) that state: "This outdoor area is being monitored by surveillance cameras by order of the City of Starkville to aid in the prosecution of criminal acts." There shall be a minimum of one sign for every 50 parking spaces, which signs shall be evenly placed throughout the parking area/lot(s), provided that no parking area/lot(s) subject to this ordinance shall have less than one (1) sign.

SECTION EIGHT: The following language shall be added as Sec. 4.8.07

Sec. 4.8.07. Landscaping.

Nothing in this ordinance shall require an impacted business to remove any City required landscaping.

SECTION NINE: The following language shall be added as Sec. 4.8.08

Sec. 4.8.08. Exception.

It shall not be a violation of this ordinance if the Security Camera System is inoperable as a result of an act of God including, but not limited to weather conditions, as long as the camera is restored to operational capacity as soon as reasonably possible.

SECTION TEN: The following language shall be added as Sec. 4.8.09

Sec. 4.8.09. Penalties.

Violation of this ordinance is punishable by a fine of not more than One Thousand dollars (\$1,000.00). Each day of non-compliance constitutes a separate violation.

SECTION ELEVEN: The following language shall be added as Sec. 4.8.10

Sec. 4.8.10. Severability.

The provisions of this Ordinance are declared to be severable. and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION TWELVE: The following language shall be added as Sec. 4.8.11

Sec. 4.8.11. Conflicts.

All ordinances in conflict with this ordinance are repealed to the extent of such conflict.

UPON MOTION of Alderman _____ seconded by Alderman _____ the aforesaid Ordinance was put to a roll call vote with the Aldermen voting as follows:

Kim Moreland	Voted: _____
Sandra Sistrunk	Voted: _____
Jeffrey Rupp	Voted: _____
Mike Brooks	Voted: _____
Hamp Beatty	Voted: _____
Roy A'. Perkins	Voted: _____
Henry Vaughn, Sr.	Voted: _____

The Mayor thereby declared the motion carried and the Ordinance adopted, this the _____ day of _____, A.D., 2024.

D. Lynn Spruill., Mayor

Attest:

Lesa Hardin, City Clerk

ORDINANCE 2024- _____

**AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI.
CREATING THE
“PARKING LOT AND BUILDING SECURITY ORDINANCE”
REGULATIONS RELATED TO PROFESSIONAL AND/OR RETAIL
BUSINESS CENTERS PROVIDING FOR INSTALLATION OF SECURITY
CAMERA SYSTEMS FOR PARKING LOT, ENTRY AND EXIT
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WHEREAS, the City of Starkville (the "City") deems it to be in the best interest of the health, safety, and welfare of its citizens, businesses, and visitors to provide safer environments for residents, customers and employees in its community; and

WHEREAS, the governing authorities of the City find that the parking lots of retail, restaurant, and service establishments may expose people to the risk of abductions, robberies, burglaries, and other similar criminal acts: and

WHEREAS, insufficient security is a significant threat to the health, safety, and well- being of visitors and citizens of Starkville, and

WHEREAS, a study conducted by the U.S. Department of Justice, Community Oriented Policing Services (COPS) has determined that there is a reduced level of fear and increased level of caution amongst people who are aware they are under video surveillance; and

WHEREAS the U.S. Department of Justice study also concluded that those security camera systems may drive offenders away from committing offenses that take time as they run a greater risk of capture; and

WHEREAS, the U.S. Department of Justice study concluded that there is an actual investigative benefit provided by these security camera systems once a crime has been committed: and

WHEREAS, the governing authorities of the City of Starkville, in consultation with the City's Police Department and Information Technology Department, finds that certain minimum security standards, including the installation of security cameras to monitor the parking lots and entry and exit doors of Professional and/or Retail Business Centers should both improve the solvability of crimes in those areas and deter and prevent future crimes; and

WHEREAS, the threat of liability for these incidents to professional and/or retail business center owners is very significant and could undermine the economic health of the City's business and residential community creating a compelling municipal interest: and

WHEREAS, by installing these security cameras now, rather than after an incident takes place, owners may take affirmative steps to not only protect their loyal customers and employees but also help insulate themselves from liability; and

WHEREAS, the installation of security cameras would be a valuable tool for protecting customers and employees from harm and to help protect owners from liability,

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The Board of Mayor and Aldermen of the City of Starkville ("City") find that the installation of security cameras to monitor the parking lots of those facilities whether a single building or spaces under common ownership or control whose primary use is to provide space for retail, restaurant, professional, medical, office, and service establishments, will help protect the City's citizens, visitors and business employees from abductions, robberies, and other similar criminal acts, supplementing existing law enforcement services. The governing authorities of the City of Starkville, in consultation with the City's Police Department, finds that the installation of security cameras to monitor the parking lots and entry and exit doors of Professional and/or Retail Business Centers may improve both the solvability of crimes in those areas and, more importantly, deter future crime. The Board also finds that certain minimum- security requirements are beneficial to better protect the health, welfare, and safety of residents and visitors to the City.

SECTION THREE: The following language shall be added as Sec. 4.8.02

Sec. 4.8.02. Intent.

It is the Board's intent to require that the parking lots and entry and exit doors of Professional and/or Retail Business Centers that have fifty (50) or more parking spaces and/or and a ten thousand (10,000) square feet or more of building space(s) be equipped with a security camera system that may assist law enforcement personnel in identification, apprehension and conviction. It is the Board's intent that security camera systems that

cover entry and exit doors of Professional and/or Retail Business Centers may be mounted as interior or exterior cameras. It is the Board's intent that security cameras required hereunder shall significantly improve solvability of crimes committed in and around parking lots.

This article shall apply to all businesses in the city which are required by local or state law to obtain an on-premises permit for the sale, distribution or consumption of alcoholic beverages, beer and light wine, and/or cannabis derivative including when these businesses lease or rent their facilities to other individuals, businesses, or entities. When the article refers to an action which is to be undertaken by the chief of police or his or her designee, designation of such designee, by title, must be made in advance of such designation and be approved by the governing authority for the city.

SECTION FOUR: The following language shall be added as Sec. 4.8.03

Sec. 4.8.03 Exemptions.

It is the intent ~~to exempt the areas that are considered the Main Street Taxing District consisting generally of Main Street from City Hall, 110 West Main Street to the Jackson Street intersection~~ that no areas are exempted.

SECTION FIVE: The following language shall be added as Sec. 4.8.04

Sec. 4.8.04. Required Security Camera System:

(a) Every Professional and/or Retail Business Center shall install, maintain and operate a security camera system capable of producing retrievable and identifiable images and storing them on digital video recorders, or other comparable media, that can be enlarged and used to assist law enforcement in offender identification, apprehension and prosecution ("Security Camera System"). For purposes of compliance with this ordinance, this requirement is the duty and obligation of the developer, owner and/or lessor of the real property and not the tenant or lessee of any individual units. The City shall establish a database of properties that are subject to the requirements of this ordinance.

(b) The Security Camera System must be capable of identifying the characteristics of all vehicles entering and leaving the parking area/lot(s) and provide video coverage for all entry and exit doors of a Professional and/or Retail Business Center. The minimum technical specifications of the Security Camera System shall be:

(i) Camera — a minimum of two megapixels (2MP) of recording resolution, and and InfraRed (IR) capability for night time use.

(ii) Recording Capability Retain data from all cameras for thirty (30) days or more.

(c) Every Professional and/or Retail Business Center shall operate its security camera system ~~for no less than two (2) hours before the opening of the first business in the Retail Business Center, during business hours, and two (2) hours after the closing of the last business in the Retail Business Center, seven (7) days a week at all times.~~

(d) Every Center to which this ordinance applies shall insure that the camera system is functional and meets the requirements of this ordinance through a regular, routine maintenance program and shall insure reasonable efforts are made to make any necessary repairs timely to insure continued operability. **The City will establish a biennial inspection certification and confirmation record.**

SECTION SIX: The following language shall be added as Sec. 4.8.05

Sec. 4.8.05. Implementation Schedule.

Every impacted entity shall have **12 18** months from the effective date of this ordinance to comply with its requirements. Professional and/or Retail Business Centers that commence operations after the effective date of this ordinance shall comply with the requirements of this ordinance prior to the commencement of operation.

SECTION SEVEN: The following language shall be added as Sec. 4.8.06

Sec. 4.8.06. Signage Requirement.

Every Professional and/or Retail Business Center subject to the provisions of this ordinance shall post signs that are clearly visible from the parking area/lot(s) that state: "This outdoor area is being monitored by surveillance cameras by order of the City of Starkville to aid in the prosecution of criminal acts." There shall be a minimum of one sign for every 50 parking spaces, which signs shall be evenly placed throughout the parking area/lot(s), provided that no parking area/lot(s) subject to this ordinance shall have less than one (1) sign.

SECTION EIGHT: The following language shall be added as Sec. 4.8.07

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Sec. 4.8.10. Severability.

The provisions of this Ordinance are declared to be severable. and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or

unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION TWELVE: The following language shall be added as Sec. 4.8.11

Sec. 4.8.11. Conflicts.

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UPON MOTION of Alderman _____ seconded by Alderman _____ the aforesaid Ordinance was put to a roll call vote with the Aldermen voting as follows:

Kim Moreland	Voted: _____
Sandra Sistrunk	Voted: _____
Jeffrey Rupp	Voted: _____
Mike Brooks	Voted: _____
Hamp Beatty	Voted: _____
Roy A'. Perkins	Voted: _____
Henry Vaughn, Sr.	Voted: _____

The Mayor thereby declared the motion carried and the Ordinance adopted, this the _____ day of _____, A.D., 2024.

D. Lynn Spruill., Mayor

Attest:

Lesa Hardin, City Clerk



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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: March 5, 2024
PAGE: Page 1 of 26

SUBJECT:

First Public Hearing 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 Thursday, January 4, 2024, and re-inspection on Saturday, January 20, 2024 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. An administrative warrant was issued on Saturday, January 20, 2024, and executed on Sunday, January 21, 2024, at approximately 14:46 hrs. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors.

Public Notices of the public hearing were posted on the front entrance window at City Hall on Wednesday, February 7, 2024. Notification letters of the public hearing were sent on Wednesday, February 7, 2024, 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.

Public Notices of the public hearing were posted on the subject property and a third inspection of the property was done on Thursday, February 8, 2024, 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 Thursday, February 22, 2024 at approximately 14:41 hrs.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Gabriel Steenwyk @ 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. Banks
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.

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on Thursday, January 4, 2024, at approximately 11:45 hrs.

(CALL CARD)

Call #	24-000402	Dispatcher	STEENWYK, G		
Date/Time	01/04/2024 11:45:22	Disposition	REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
201 RUTH ROAD					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	11:45:22	11:45:22	11:45:59		
Notes					
1/4/2024 11:45:40 AM	STEENWYK, G				
					PHOTOS TAKEN FROM ROAD



(NORTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



Violation Notice issued pages 1-3, Friday, January 19, 2024.



FIRST NOTICE OF VIOLATION

Dwight Prisock
64 LAKE SIDE RD
Starkville, MS 39759

Case No. 24-000008
Issued: January 19, 2024

VIOLATION LOCATION

201 Ruth Rd
Starkville, MS

LEGAL DESCRIPTION

An inspection of the above referenced property was made on January 19, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than January 29, 2024.

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: Dwight Prisock

Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Sarah Perez on Jan 19, 2024 at 2:21 PM

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

CORRECTION	DESCRIPTION
Remove Dilapidated Structure REQUIRED	It is the duty of person(s) in violation to comply by removing dilapidated structures.
	
	



The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on Saturday, January 20, 2024, at approximately 09:34 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call #	24-002182	Dispatcher	Perez, S
Date/Time	01/20/2024 09:34:15	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address	201 RUTH RD		
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
Perez, S	09:34:15	09:34:15	09:36:09
De-Assign	Case Number		
Notes			
1/20/2024 9:35:57 AM	Perez, S	PHOTOS TAKEN FROM THE PUBLIC VIEW SHOWING NO CHANGES HAVE BEEN MADE TO THE STRUCTURE	

(NORTH SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



An Administrative Inspection Warrant was issued on Saturday, January 20, 2024.

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi, Code Enforcement Officer Sarah Perez, known to be a credible person, who after being first duly sworn, depose and say:

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

The entire house including any locked or secured rooms or compartments at 201 Ruth Rd., Starkville, Oktibbeha County, Mississippi and any out buildings on the property to include a garage and storage facilities.

2. That the place described above is occupied and controlled by:
Dwight Priscock and unknown persons
3. That said things particularly described as follows:
Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.
4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

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

5. The facts tending to establish the following grounds for issuance of an Administrative Inspection Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.
6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

Witness my hand on this the 20 day of January 2024.


Municipal Court Judge

The Administrative Inspection Warrant was executed on Sunday, January 21, 2024, at approximately 14:46 hrs. Photographs were taken of the outside of the structure, as well as some

photographs taken through windows and open doors. A copy of the warrant was left with the tenant Mr. Sylvester Dollinson, who lives at 201 Ruth Rd Apt. 1. Mr. Dollinson was identified by his MS DL.

(CALL CARD)

Call #	24-002290	Dispatcher	EWING, F
Date/Time	01/21/2024 14:46:16	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address	201 RUTH DR STARKVILLE, MS 39759		
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
PEREZ, S	14:46:16	14:46:16	15:17:56
CARRITHERS, S	14:54:14	14:54:17	15:52:09
			24010187
Notes			
1/21/2024 2:46:48 PM	PEREZ, S	CASE #24-000008	
1/21/2024 2:54:05 PM	PEREZ, S	SERVING ADMINISTRATIVE WARRANT FOR PHOTOGRAPHS OF DILAPIDATED STRUCTURES ON THE PROPERTY	
1/21/2024 3:00:21 PM	EPPE, J	LETS Warrant Query submitted.	

(NORTH SIDE OF PROPERTY)







(SOUTH SIDE OF PROPERTY)



Photographs below were taken through the south side window of unit 5



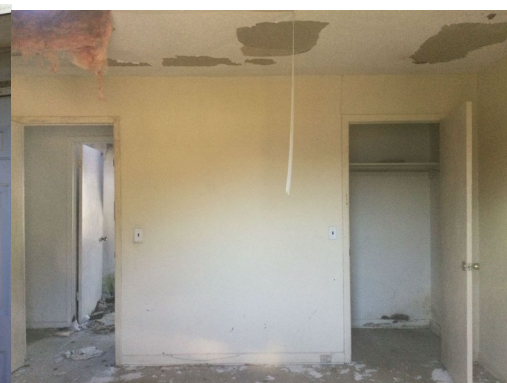
Photographs below were taken through the south side window of unit 4



Photographs below were taken through the south side window of unit 3



Photographs below were taken through the south side window of unit 2

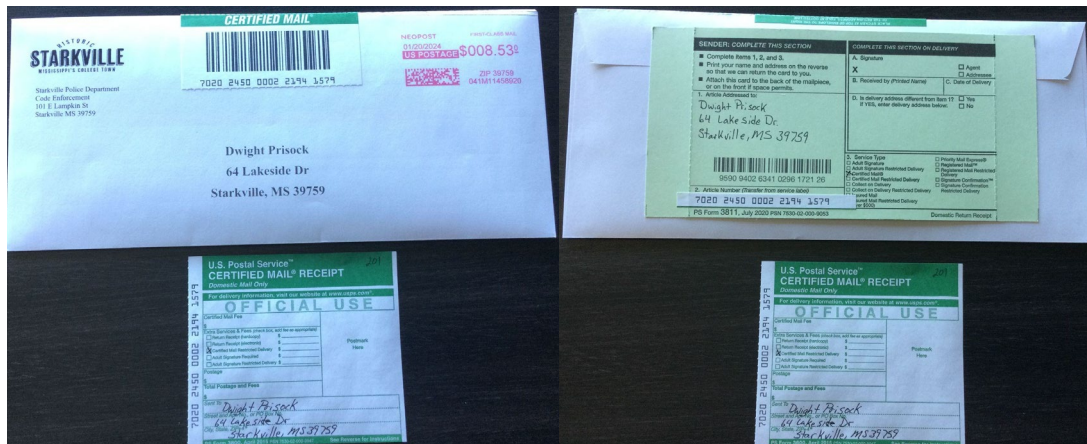


(EAST SIDE OF PROPERTY)

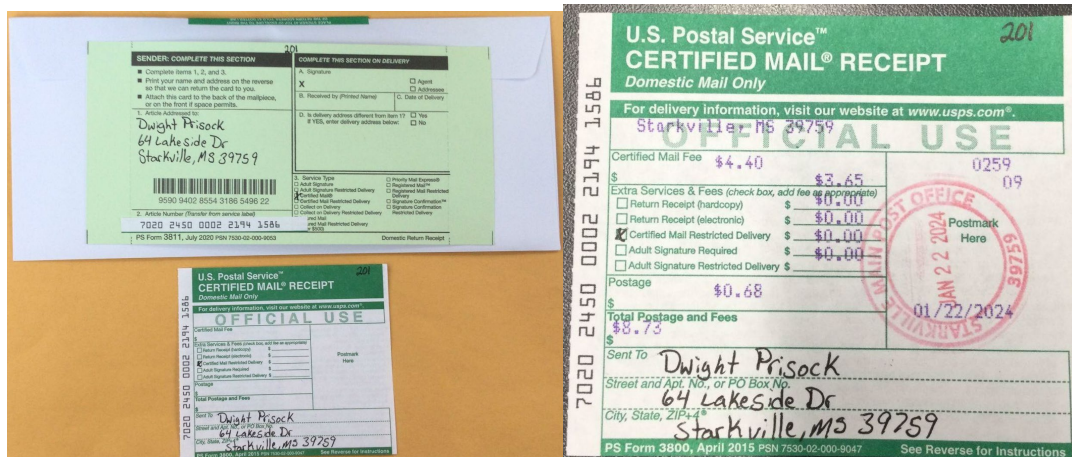
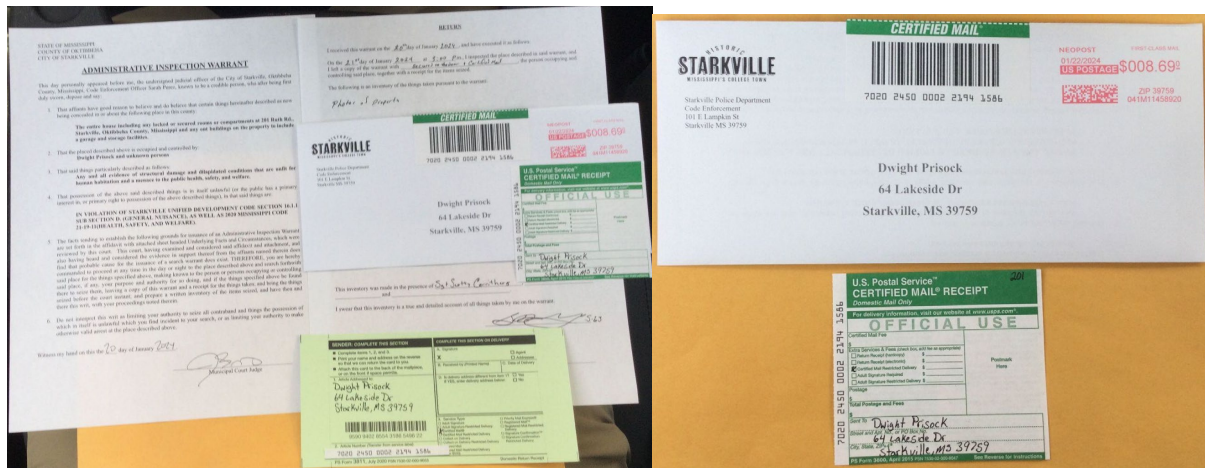


Certified letter of notice of violation and a copy of the warrant were sent to the property owner on Monday, January 22, 2024.

(NOTICE OF VIOLATION)



(ADMINISTRATIVE WARRANT)



Photographs below were taken by Officer Sarah Perez on Wednesday, February 7, 2024, public hearing notices were mailed to the property owner via certified mail and posted in the front window at City Hall. Also posted on the property on Thursday, February 8, 2024.

(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 **March 5, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department
Code Enforcement Officer Sarah Perez or Officer Gabriel Steenwyk (662)323-4847

Public Hearing notice mailed to the property owner on Wednesday, February 7, 2024

(CALL CARD)

Dispatcher PEREZ, S
Disposition REPORT
Zone

POST OFFICE

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:28:04	15:28:04	15:50:30		

MAILING CERTIFIED LETTERS OF NOTICE FOR PUBLIC
HEARING ON CASE #S 24-000008, 24-000009, 24-000010,
AND 24-000011

Dwight Prisock and Roberts Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

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

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **March 5, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

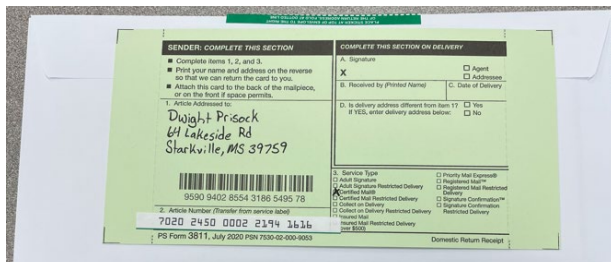
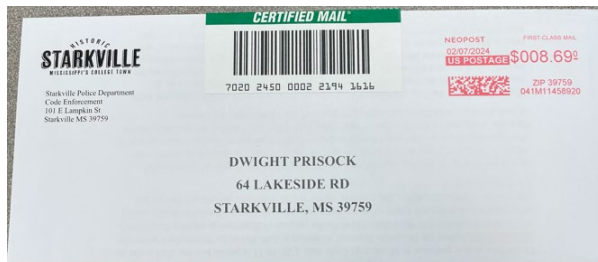
If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Sarah Perez or Officer Gabriel Stenwyck (662)323-4487

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 64 Lakeside Rd Starkville, MS 39759  9590 9402 8554 3186 5495 78 2. Article Number (Transfer from service label) 7020 2450 0002 2194 1616	COMPLETE THIS SECTION ON DELIVERY A. Signature ☒ X ☐ Agent B. Received by (Printed Name) _____ C. Date of Delivery _____ D. Is delivery address different from item B? ☐ Yes / ☒ No If YES, enter delivery address below: _____ E. Service Type ☒ Adult Signature ☒ Registered Mail Restricted Delivery ☒ Certified Mail ☒ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Insured Mail Restricted Delivery ☐ Return Mail Restricted Delivery F. Priority Mail Express® ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation® ☐ Signature Confirmation Restricted Delivery ☐ Return Mail Restricted Delivery CERTIFIED MAIL®  7020 2450 0002 2194 1616	U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only PS Form 3800, October 2019 Edition https://www.usps.com/forms OFFICIAL USE Certified Mail Fee PSN Service & Fees Listed Below and fee as applicable <table style="width: 100%;"> <tr> <td>Certified Mail (Domestic)</td> <td>\$</td> <td></td> </tr> <tr> <td>Certified Mail Restricted Delivery</td> <td>\$</td> <td></td> </tr> <tr> <td>Collect on Delivery</td> <td>\$</td> <td></td> </tr> <tr> <td>Insured Mail (Domestic)</td> <td>\$</td> <td></td> </tr> <tr> <td>Registered Mail (Domestic)</td> <td>\$</td> <td></td> </tr> <tr> <td>Signature Confirmation (Domestic)</td> <td>\$</td> <td></td> </tr> <tr> <td>Signature Confirmation Restricted Delivery</td> <td>\$</td> <td></td> </tr> </table> Postage and Fees Total \$ _____ PSN Service & Fees Listed Below and fee as applicable Dwight Prisock 64 Lakeside Dr Starkville, MS 39759 PS Form 3800, October 2019 Edition	Certified Mail (Domestic)	\$		Certified Mail Restricted Delivery	\$		Collect on Delivery	\$		Insured Mail (Domestic)	\$		Registered Mail (Domestic)	\$		Signature Confirmation (Domestic)	\$		Signature Confirmation Restricted Delivery	\$	
Certified Mail (Domestic)	\$																						
Certified Mail Restricted Delivery	\$																						
Collect on Delivery	\$																						
Insured Mail (Domestic)	\$																						
Registered Mail (Domestic)	\$																						
Signature Confirmation (Domestic)	\$																						
Signature Confirmation Restricted Delivery	\$																						



NEOPOST FIRST CLASS MAIL
 02/07/2024
USPS Tag \$008.69*
 7020 2450 0002 2194 1616
 ZIP 39759 041M11458020

DWIGHT PRISOCK
64 LAKESIDE RD
STARKVILLE, MS 39759



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

Call # 24-004221
 Date/Time 02/07/2024 15:10:06
 Type CODE ENFORCEMENT
 How Rcvd OFFICER INITIATED
 Sent To Dispatcher

Dispatcher PEREZ, S
 Disposition REPORT
 Zone

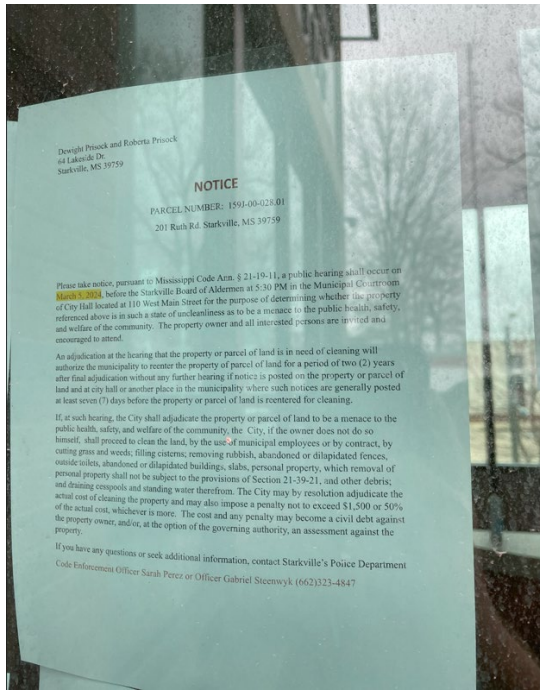
Location Address
 110 E MAIN STREET

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:10:06	15:10:06	15:16:15		

Notes

2/7/2024 3:13:13 PM	PEREZ, S	CASE #24-000008 FOR 201 RUTH RD
2/7/2024 3:16:08 PM	PEREZ, S	PUBLIC HEAR NOTICE POSTED AT CITY HALL IN THE WINDOW AT THE FRONT ENTRANCE



(CALL CARD)

Call # 24-004314
Date/Time 02/08/2024 08:57:26
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatcher

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
201 RUTH RD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	08:57:26	08:57:26	09:03:57		

Notes

2/8/2024 8:57:46 AM	PEREZ, S	CASE #24-000008
2/8/2024 8:58:10 AM	PEREZ, S	POSTING PUBLIC HEARING NOTICES ON THE STRUCTURE
2/8/2024 8:58:39 AM	PEREZ, S	TAKING UPDATED PHOTOS OF THE STRUCTURE FROM THE ROAD WAY
2/8/2024 9:03:45 AM	PEREZ, S	THERE HAS BEEN NO CHANGES TO THE STATE OF THE PROPERTY

(POSTED ON THE STRUCTURE)

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 **March 5, 2024**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Sarah Perez or Officer Gabriel Steenwyk (662)323-4847

The photographs below were taken by Officer Sarah Perez at the third inspection on Thursday, February 8, 2024. Showing no apparent change having been made to change the appearance of the property.

(SOUTH SIDE OF THE STRUCTURE)





(EAST SIDE OF THE STRUCTURE)



(NORTH SIDE OF THE STRUCTURE)



Photographs below were taken by Officer Sarah Perez one week before submission of documents on Thursday, February 22, 2024 at approximately 14:41 hrs.

(CALL CARD)

Call #	24-006045	Dispatcher	PEREZ, S
Date/Time	02/22/2024 14:41:39	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address
201 RUTH RD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:41:39	14:41:39	14:43:46		

Notes

2/22/2024 2:42:34 PM	PEREZ, S	CASE #24-000008
2/22/2024 2:43:28 PM	PEREZ, S	FINAL INSPECTION PHOTOS TAKEN FROM THE ROADWAY SHOWING NO PROGRESS IN REPAIR EFFORTS

(PHOTOGRAPHS OF PROPERTY)







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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: March 5, 2024
PAGE: Page 1 of 25

SUBJECT:

First Public hearing 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 Thursday, January 4, 2024, and re-inspection on Saturday, January 20, 2024 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. An administrative warrant was issued on Saturday, January 20, 2024, and executed on Sunday, January 21, 2024, at approximately 14:46 hrs. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors.

Public Notices of the public hearing were posted on the front entrance window at City Hall on Wednesday, February 7, 2024. Notification letters of the public hearing were sent on Wednesday, February 7, 2024, 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.

Public Notices of the public hearing were posted on the subject property and a third inspection of the property was done on Thursday, February 8, 2024, 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 Thursday, February 22, 2024 at approximately 14:44 hrs.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Gabriel Steenwyk @ 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. Banks
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.

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on Thursday, January 4, 2024, at approximately 11:41 hrs.

(CALL CARD)

Call #	24-000401	Dispatcher	MULLEN, T
Date/Time	01/04/2024 11:41:21	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	PHONE		
Sent To Dispatch	01/04/2024 11:41:31		

Location Address
245 ruth rd

Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:41:38	11:41:39	11:45:35		
STEENWYK, G	11:41:43	11:41:44	11:44:52		

Notes
1/4/2024 11:42:21 AM STEENWYK, G PHOTOS TAKEN FROM ROAD WAY

(WEST SIDE OF PROPERTY)



(NORTH SIDE OF PROPERTY)





(EAST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)





Violation Notice issued pages 1-4, Friday, January 19, 2024.

City of Starkville, MS

MISDVUR

City of Starkville, MS

PHOTOGRAPHY

STARKVILLE

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

Violations Listing

FIRST NOTICE OF VIOLATION

Dwight Pritchett
64 LAWRENCE RD
Starkville, MS 39759

Case No. 24-000009
Issued: January 19, 2024

VIOLATION LOCATION	LEGAL DESCRIPTION
245 Ruth Rd Starkville, MS	

An inspection of the above referenced property was made on January 19, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than January 29, 2024.

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: Dwight Pritchett

Disapidated Structures (MCA Section 21-19-1)

Reported by: Sarah Perez on Jan 19, 2024 at 2:29 PM

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

CORRECTION	DESCRIPTION
Remove Disapidated Structure (REQUIRED)	It is the duty of person(s) in violation to comply by removing disapidated structures.



Page 1/4 Page 2/4

MYSOV US City of Starkville, MS Phone: (662) 323-4947 STARKVILLE	MYSOV US City of Starkville, MS Phone: (662) 323-4947 STARKVILLE
  	

Page 3/4

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on Saturday, January 20, 2024, at approximately 09:38 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call #	24-002184					Dispatcher	PEREZ, S	
Date/Time	01/20/2024 09:36:26					Disposition	REPORT	
Type	CODE ENFORCEMENT					Zone		
How Rcvd	OFFICER INITIATED							
Sent To Dispatch								
Location Address								
245 RUTH RD								
Officer Information								
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number			
PEREZ, S	09:36:26	09:36:26	09:37:28					
Notes								
1/20/2024 9:37:20 AM		PEREZ, S		PHOTOS TAKEN FROM THE PUBLIC VIEW SHOWING NO CHANGES HAVE BEEN MADE TO THE STRUCTURE				

(NORTH SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



An Administrative Inspection Warrant was issued on Saturday, January 20, 2024.

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi, Code Enforcement Officer Sarah Perez, known to be a credible person, who after being first duly sworn, depose and say:

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

The entire house including any locked or secured rooms or compartments at 245 Ruth Rd., Starkville, Oktibbeha County, Mississippi and any out buildings on the property to include a garage and storage facilities.

2. That the placed described above is occupied and controlled by:
Dwight Prisoek and unknown persons
3. That said things particularly described as follows:
Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.
4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

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

5. The facts tending to establish the following grounds for issuance of an Administrative Inspection Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.
6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

Witness my hand on this the 20 day of January 2024.



Municipal Court Judge

The Administrative Inspection Warrant was executed on Sunday, January 21, 2024 at approximately 15:18 hrs. Photographs were taken of the outside of the structure as well as some

photographs taken through windows and open doors. A copy of the warrant was left taped to the north side wall and sent certified mail to the property owner.

(CALL CARD)

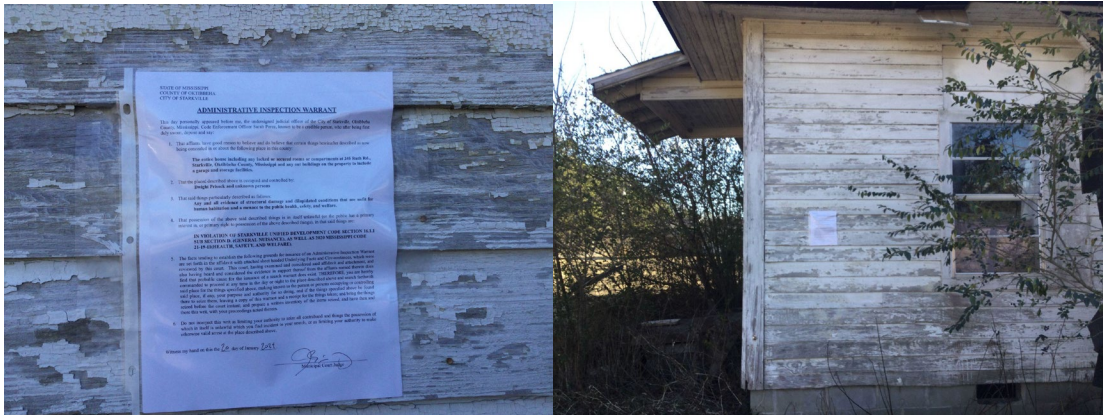
Call #	24-002292	Dispatcher	PEREZ, S
Date/Time	01/21/2024 15:18:13	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
245 RUTH DR			
STARKVILLE, MS 39759			

Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:18:13	15:18:13	15:30:06		

Notes		
1/21/2024 3:18:26 PM	PEREZ, S	CASE #24-000009
1/21/2024 3:18:30 PM	PEREZ, S	SERVING ADMINISTRATIVE WARRANT FOR PHOTOGRAPHS OF DILAPIDATED STRUCTURES ON THE PROPERTY
1/21/2024 3:29:58 PM	PEREZ, S	A COPY OF THE WARRANT WAS TAPED TO THE NORTH SIDE OF THE STRUTURE

(NORTH SIDE OF PROPERTY)





(WEST SIDE OF PROPERTY)





(SOUTH SIDE OF PROPERTY)



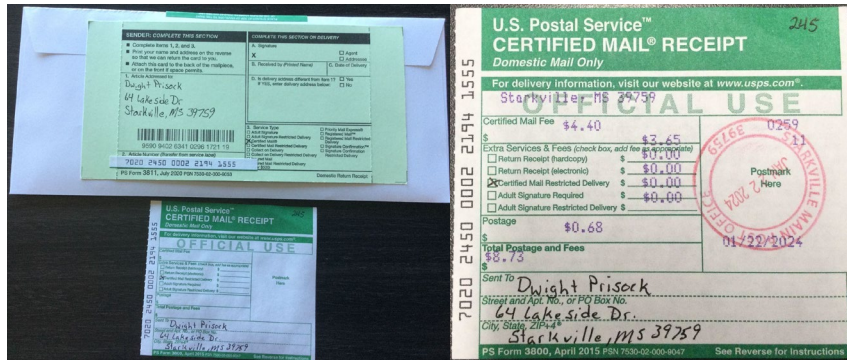


(EAST SIDE OF PROPERTY)

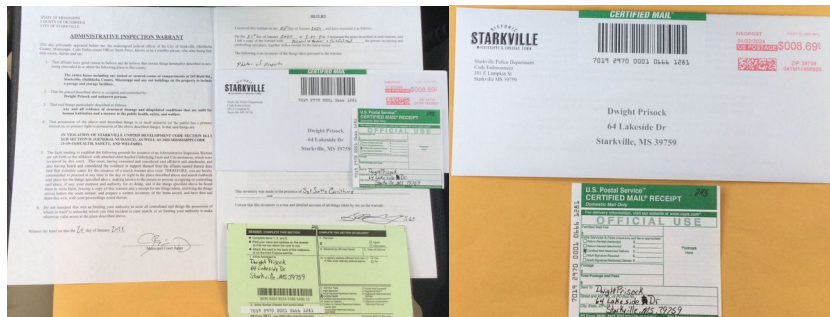


Certified letter of notice of violation and a copy of the warrant were sent to the property owner on Monday, January 22, 2024.

(NOTICE OF VIOLATION)



(ADMINISTRATIVE WARRANT)



Photographs below were taken by Officer Sarah Perez on Wednesday, February 7, 2024, public hearing notices were mailed to the property owner via certified mail and posted in the front window at City Hall. Also posted on the property on Thursday, February 8, 2024.

(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 **March 5, 2024**, 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.

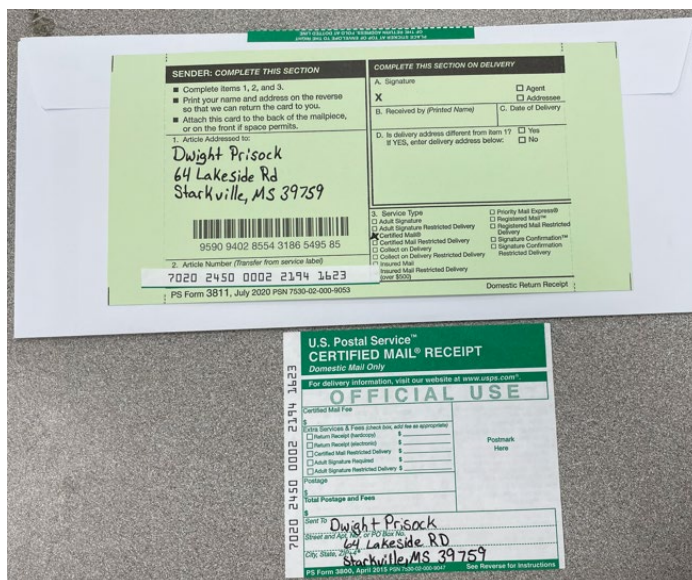
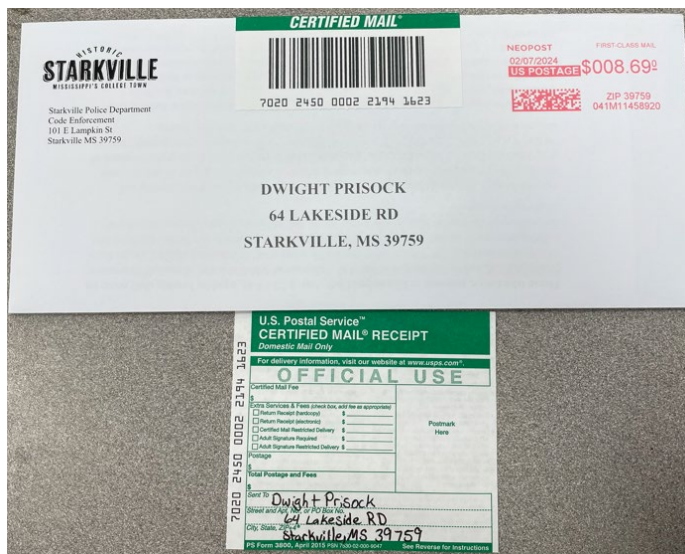
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and 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 Gabriel Steenwyk (662)323-4847

Public Hearing notice mailed to the property owner on Wednesday, February 7, 2024.

(PHOTOS OF CERTIFIED MAIL SENT)



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

Call # 24-004222
Date/Time 02/07/2024 15:16:43
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

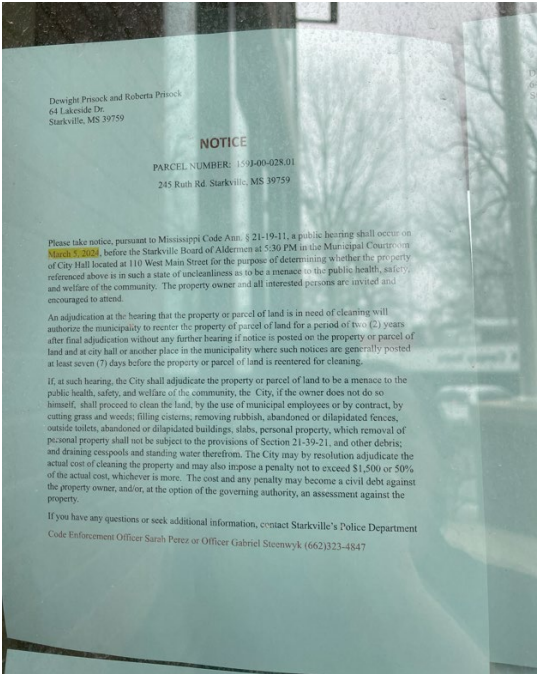
Location Address
110 E MAIN STREET

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:16:43	15:16:43	15:17:38		

Notes

2/7/2024 3:17:22 PM	PEREZ, S	CASE #24-000009 245 RUTH RD
2/7/2024 3:17:29 PM	PEREZ, S	PUBLIC HEAR NOTICE POSTED AT CITY HALL IN THE WINDOW AT THE FRONT ENTRENCE



(CALL CARD)

Call # 24-004315
Date/Time 02/08/2024 09:04:17
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

245 RUTH DR
STARKVILLE, MS 39759

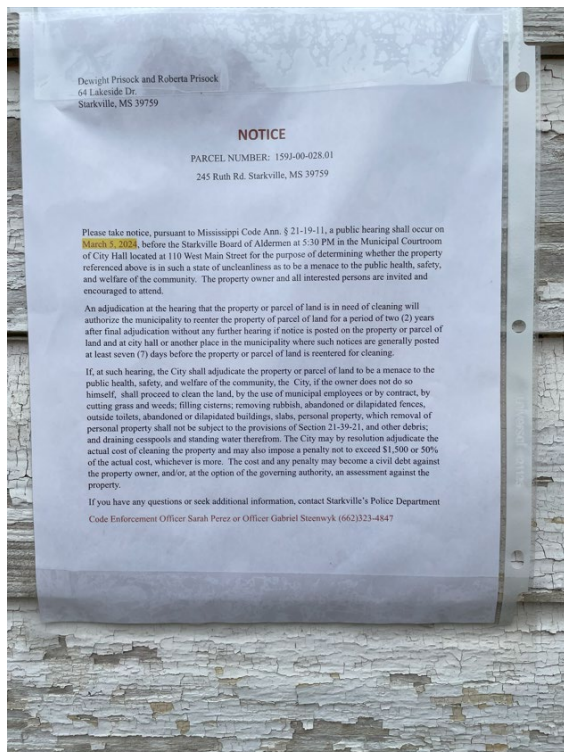
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:04:17	09:04:17	09:13:58		
STEENWYK, G	09:04:59	09:05:13	09:15:55		

Notes

2/8/2024 9:12:45 AM	PEREZ, S	CASE #24-000009
2/8/2024 9:13:06 AM	PEREZ, S	POSTING PUBLIC HEARING NOTIC ON STRUCTURE
2/8/2024 9:13:25 AM	PEREZ, S	TAKING PHOTOS FROM THE ROAD WAY
2/8/2024 9:13:50 AM	PEREZ, S	THERE HAS BEEN NO CHANGE IN THE STATE OF THE PROPERTY

(POSTED ON THE STRUCTURE)



The photographs below were taken by Officer Sarah Perez at the third inspection on Thursday, February 8, 2024. Showing no apparent change having been made to change the appearance of the property.

(NORTH SIDE OF THE STRUCTURE)



(EAST SIDE OF THE STRUCTURE)



(SOUTH SIDE OF THE STRUCTURE)



(WEST SIDE OF THE STRUCTURE)



Photographs below were taken by Officer Sarah Perez one week before submission of documents on Thursday, February 22, 2024 at approximately 14:44 hrs.

(CALL CARD)

Call #	24-006046	Dispatcher	PEREZ, S
Date/Time	02/22/2024 14:44:01	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

245 RUTH RD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:44:01	14:44:01	14:45:41		

Notes

2/22/2024 2:44:17 PM	PEREZ, S	CASE #24-000009
2/22/2024 2:45:32 PM	PEREZ, S	FINAL INSPECTION PHOTOS TAKEN FROM THE ROADWAY SHOWING NO PROGRESS IN REPAIRS TO THE PROPERTY

(PHOTOGRAPHS OF PROPERTY)











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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: March 5, 2024
PAGE: Page 1 of 23

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 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 305 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, was performed by Code Enforcement Officer Sarah Perez on Thursday, January 4, 2024, and re-inspection on Saturday, January 20, 2024 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. An administrative warrant was issued on Saturday, January 20, 2024, and executed on Sunday, January 21, 2024, at approximately 14:46 hrs. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors.

Public Notices of the public hearing were posted on the front entrance window at City Hall on Wednesday, February 7, 2024. Notification letters of the public hearing were sent on Wednesday, February 7, 2024, 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.

Public Notices of the public hearing were posted on the subject property and a third inspection of the property was done on Thursday, February 8, 2024, 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 Thursday, February 22, 2024 at approximately 14:45 hrs.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Gabriel Steenwyk @ 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.

2014 7005
Recorded in the Above
Deed Book 1 Page
10-24-2014 12:05:45 PM
Monica W. Banks
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.

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on Thursday, January 4, 2024, at approximately 11:40 hrs.

(CALL CARD)

Call #	24-000400	Dispatcher	MCCRAY, V		
Date/Time	01/04/2024 11:40:06	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	PHONE				
Sent To Dispatch	01/04/2024 11:40:16				
Location Address					
305 RUTH					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:40:21	11:40:23	11:41:15		
STEENWYK, G	11:40:34	11:40:42	11:41:15		
Notes					
1/4/2024 11:40:56 AM STEENWYK, G PHOTOS TAKEN FROM ROAD WAY					

(WEST SIDE OF PROPERTY)



(NORTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



Violation Notice issued pages 1-3, Friday, January 19, 2024.

FIRST NOTICE OF VIOLATION

Dwight Prisock
64 LAKE SIDE RD
Starkville, MS 39759

Case No. 24-000010
Issued: January 19, 2024

VIOLATION LOCATION

305 Ruth Rd
Starkville, MS

LEGAL DESCRIPTION

An inspection of the above referenced property was made on January 19, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than January 29, 2024.

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: Dwight Prisock

Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Sarah Perez on Jan 19, 2024 at 2:29 PM

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

CORRECTION

DESCRIPTION

Remove Dilapidated Structure
(REQUIRED)

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



Page 1/3

MYGOV.US 24-000010, 01/19/2024 at 4:55 PM

Page 2/3

MYGOV.US 24-000010, 01/19/2024 at 4:55 PM



Page 3/3

MYGOV.US 24-000010, 01/19/2024 at 4:55 PM

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on Saturday, January 20, 2024, at approximately 09:37 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call #	24-002185	Dispatcher	PEREZ, S
Date/Time	01/20/2024 09:37:43	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

305 RUTH RD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:37:43	09:37:43	09:38:03		

Notes

1/20/2024 9:37:55 AM PEREZ, S

PHOTOS TAKEN FROM THE PUBLIC VIEW SHOWING NO CHANGES HAVE BEEN MADE TO THE STRUCTURE

(NORTH SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



An Administrative Inspection Warrant was issued on Saturday, January 20, 2024.

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi, Code Enforcement Officer Sarah Perez, known to be a credible person, who after being first duly sworn, depose and say:

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

The entire house including any locked or secured rooms or compartments at 305 Ruth Rd., Starkville, Oktibbeha County, Mississippi and any out buildings on the property to include a garage and storage facilities.

2. That the place described above is occupied and controlled by:
Dwight Prisock and unknown persons
3. That said things particularly described as follows:
Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.
4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

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

5. The facts tending to establish the following grounds for issuance of an Administrative Inspection Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.
6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

Witness my hand on this the 20 day of January 2024.


Municipal Court Judge

The Administrative Inspection Warrant was executed on Sunday, January 21, 2024, at approximately 15:30 hrs. Photographs were taken of the outside of the structure as well as some

photographs taken through windows and open doors. A copy of the warrant was left taped to the north side window and sent certified mail to the property owner.

(CALL NOTES)

Call # 24-002294
Date/Time 01/21/2024 15:30:51
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

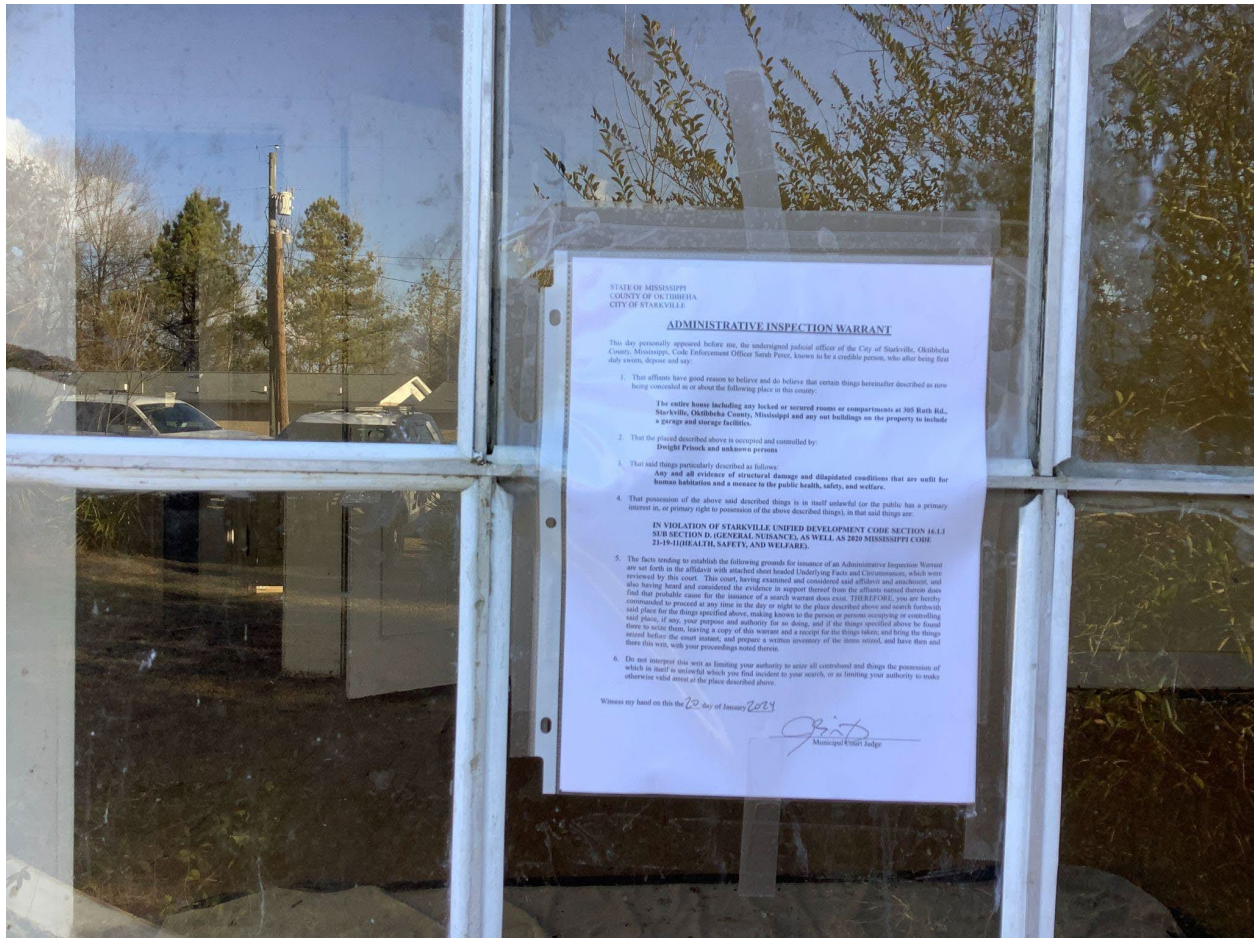
305 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:30:51	15:30:51	15:39:24		

Notes

1/21/2024 3:31:07 PM	PEREZ, S	CASE #24-000010
1/21/2024 3:31:11 PM	PEREZ, S	SERVING ADMINISTRATIVE WARRANT FOR PHOTOGRAPHS OF DILAPIDATED STRUCTURES ON THE PROPERTY
1/21/2024 3:39:11 PM	PEREZ, S	A COPY OF THE WARRANT WAS TAPED TO THE NORTH SIDE OF THE STRUCTURE



(NORTH SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)





(SOUTH SIDE OF PROPERTY)

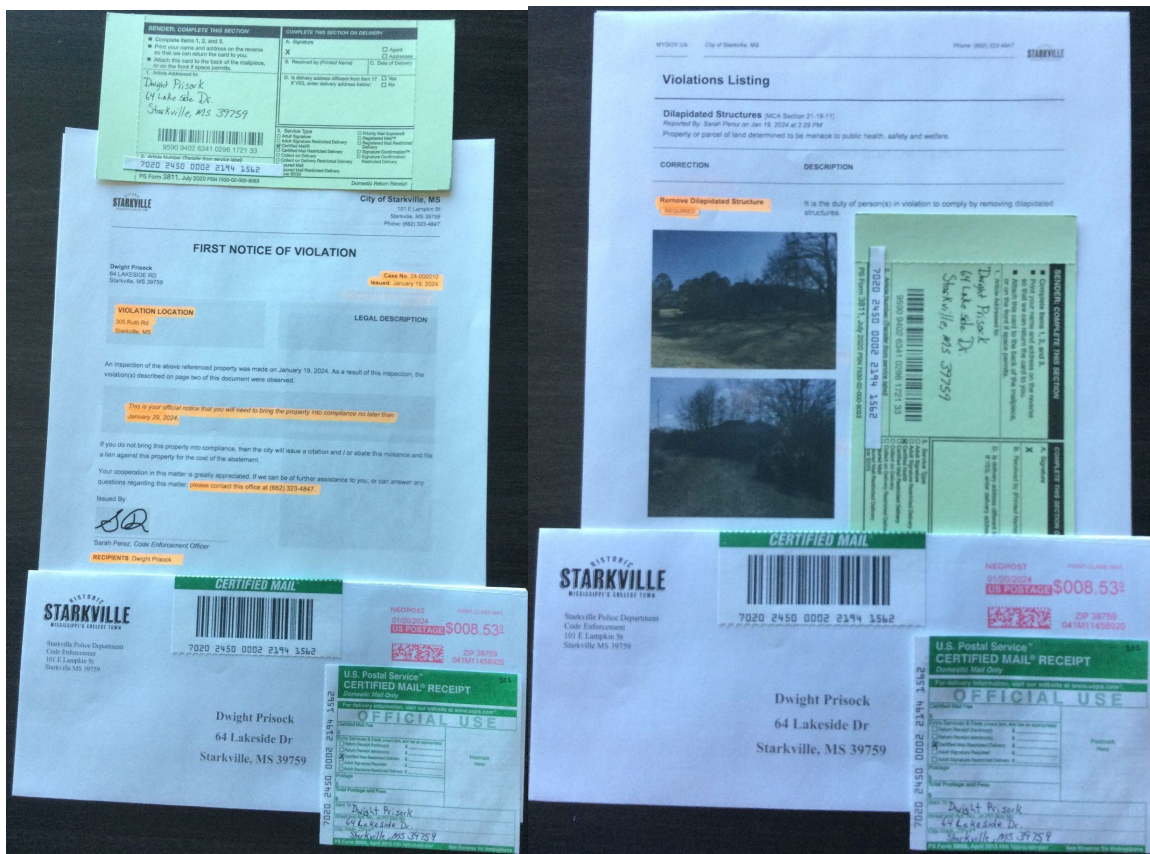


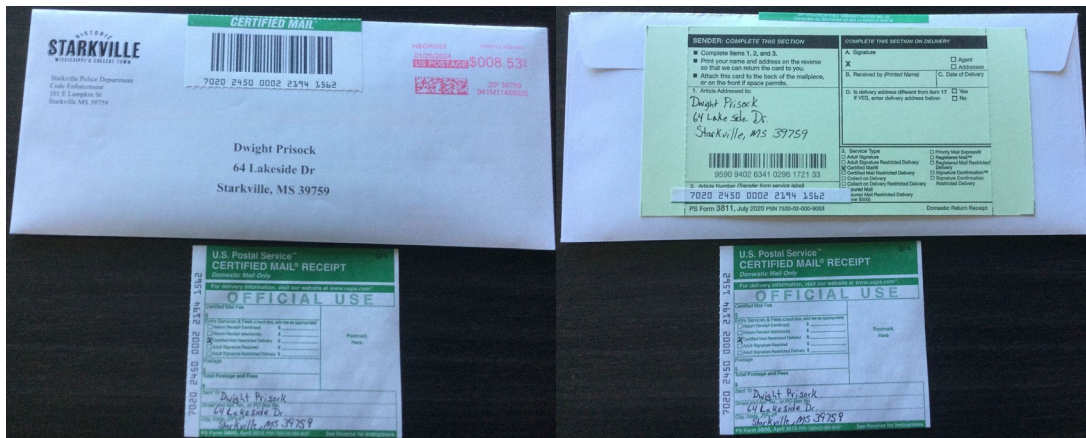
(EAST SIDE OF PROPERTY)



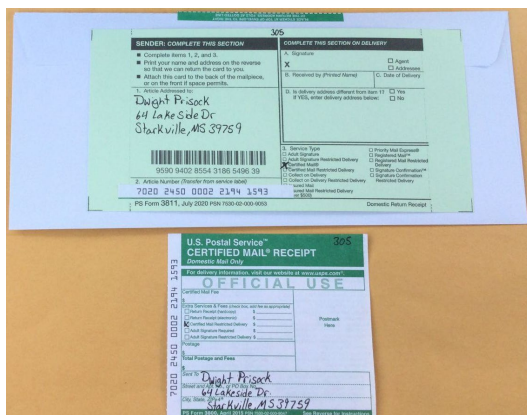
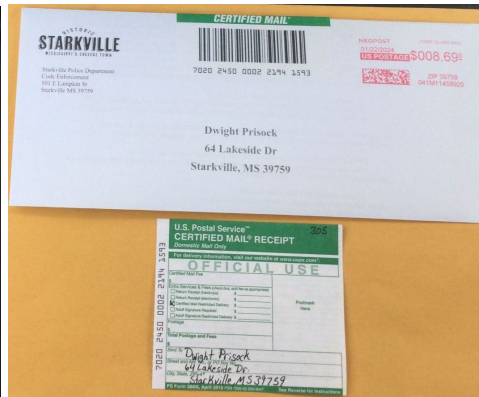
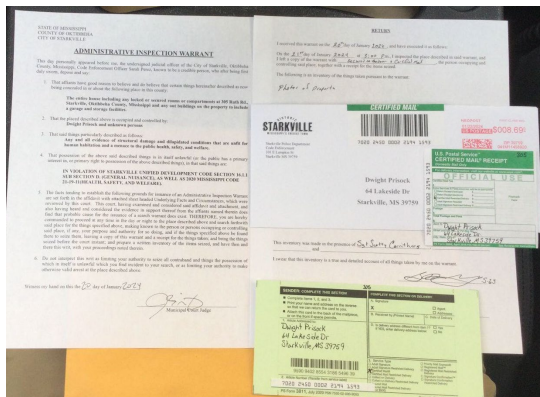
Certified letter of notice of violation and a copy of the warrant were sent to the property owner on Monday, January 22, 2024.

(NOTICE OF VIOLATION)





(ADMINISTRATIVE WARRANT)



Photographs below were taken by Officer Sarah Perez on Wednesday, February 7, 2024, public hearing notices were mailed to the property owner via certified mail and posted in the front window at City Hall. Also posted on the property on Thursday, February 8, 2024.

(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 **March 5, 2024**, 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 Gabriel Steenwyk (662)323-4847

Public Hearing notice mailed to the property owner on Wednesday, February 7, 2024

(PHOTOS OF CERTIFIED MAIL SENT)

Call # 24-004226
Date/Time 02/07/2024 15:28:04
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
POST OFFICE

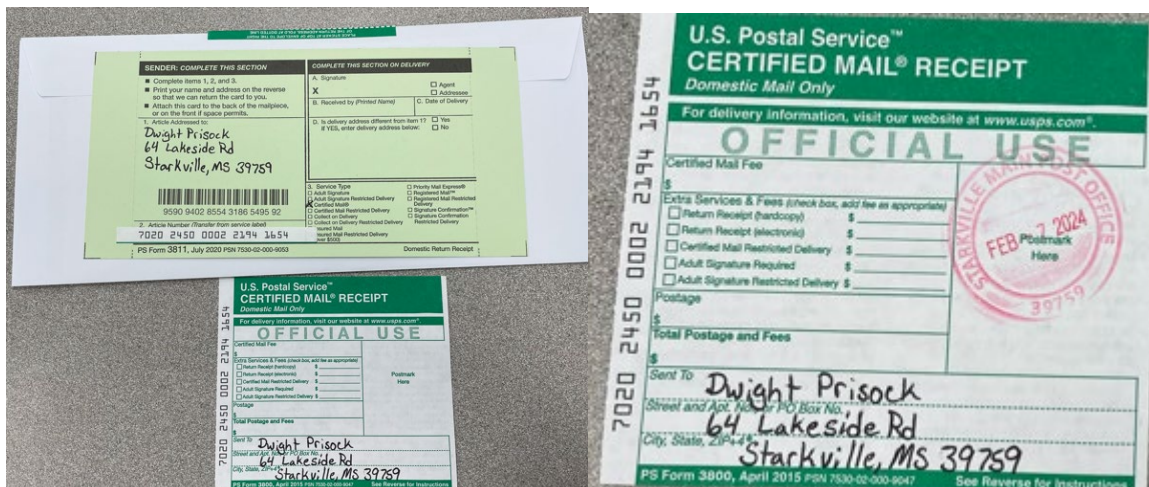
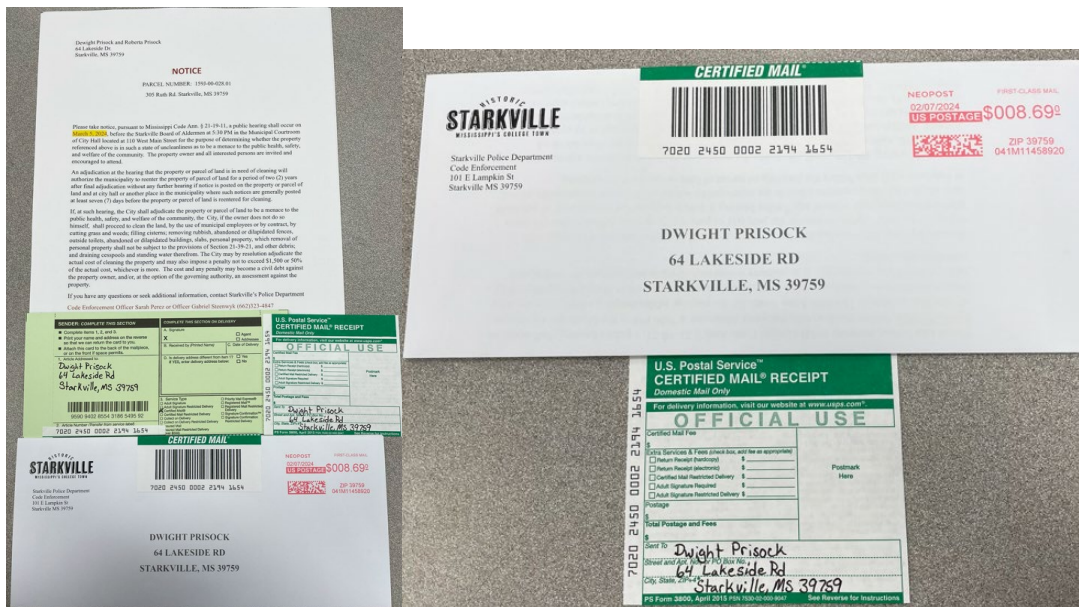
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:28:04	15:28:04	15:50:30		

Notes

2/7/2024 3:50:08 PM PEREZ, S

MAILING CERTIFIED LETTERS OF NOTICE FOR PUBLIC HEARING ON CASE #'S 24-000008, 24-000009, 24-000010, AND 24-000011



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

Call # 24-004223
Date/Time 02/07/2024 15:18:01
Type CODE ENFORCEMENT
How Rcvd OFFICE R INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

110 E MAIN ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:18:01	15:18:01	15:18:43		

Notes

2/7/2024 3:18:30 PM	PERE Z, S	CASE #24-000010 305 RUTH RD
2/7/2024 3:18:36 PM	PERE Z, S	PUBLIC HEAR NOTICE POSTED AT CITY HALL IN THE WINDOW AT THE FRONT ENTRENCE



(CALL CARD)

Call # 24-004317
Date/Time 02/08/2024 09:14:13
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

305 RUTH DR
STARKVILLE, MS 39759

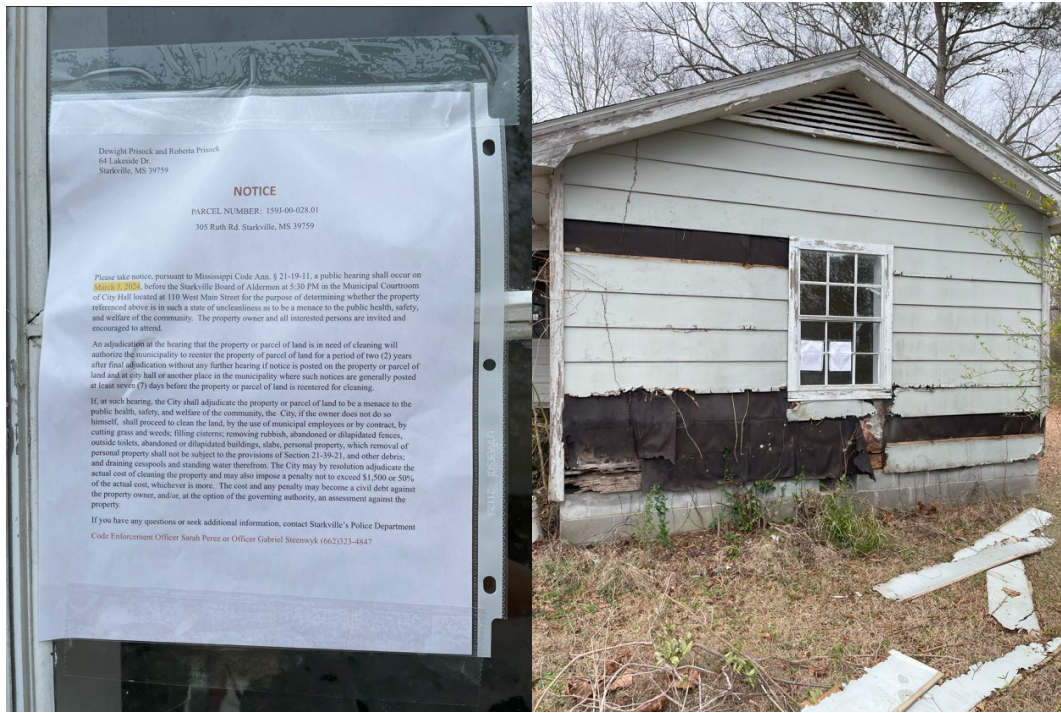
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:14:13	09:14:13	09:19:15		
STEENWYK, G	09:16:05	09:16:13	09:19:28		

Notes

2/8/2024 9:14:49 AM	PERE Z, S	POSTING PUBLIC HEARING NOTICE ON STRUCTURE
2/8/2024 9:15:05 AM	PERE Z, S	TAKING PHOTOS FROM THE ROAD WAY
2/8/2024 9:15:26 AM	PERE Z, S	THERE HAS BEEN NO CHANGE IN THE STATE OF THE PROPERTY

(POSTED ON THE STRUCTURE)



The photographs below were taken by Officer Sarah Perez at the third inspection on Thursday, February 8, 2024. Showing no apparent change having been made to change the appearance of the property.

(NORTH SIDE OF THE STRUCTURE)







(WEST SIDE OF THE STRUCTURE)



(EAST SIDE OF THE STRUCTURE)



Photographs below were taken by Officer Sarah Perez one week before submission of documents on Thursday, February 22, 2024 at approximately 14:45 hrs.

(CALL CARD)

Call # 24-006047
Date/Time 02/22/2024 14:45:58
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	14:45:58	14:45:58	14:46:26		

Notes

2/22/2024 2:46:12 PM	PEREZ, S	CASE #24-000010
2/22/2024 2:46:19 PM	PEREZ, S	FINAL INSPECTION PHOTOS TAKEN FROM THE ROADWAY SHOWING NO PROGRESS IN REPAIRS TO THE PROPERTY

(PHOTOGRAPHS OF PROPERTY)









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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: March 5, 2024
PAGE: Page 1 of 25

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 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 325 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, was performed by Code Enforcement Officer Sarah Perez on Thursday, January 4, 2024, and re-inspection on Saturday, January 20, 2024 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. An administrative warrant was issued on Saturday, January 20, 2024, and executed on Sunday, January 21, 2024, at approximately 14:46 hrs. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors.

Public Notices of the public hearing were posted on the front entrance window at City Hall on Wednesday, February 7, 2024. Notification letters of the public hearing were sent on Wednesday, February 7, 2024, 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.

Public Notices of the public hearing were posted on the subject property and a third inspection of the property was done on Thursday, February 8, 2024, 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 Thursday, February 22, 2024 at approximately 14:46 hrs.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Gabriel Steenwyk @ 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. Banks
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.

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on Thursday, January 4, 2024, at approximately 11:27 hrs.

(CALL CARD)

Call #	24-000396	Dispatcher	MULLEN, T
Date/Time	01/04/2024 11:27:26	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd			
Sent To Dispatch	01/04/2024 11:27:48		

Location Address

325 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:28:09	11:28:26	11:40:03		
STEENWYK, G	11:28:22	11:28:27	11:40:03		

Notes

1/4/2024 11:38:42 AM STEENWYK, G PHOTOS TAKEN FROM ROAD

(NORTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



Violation Notice issued pages 1-3, Friday, January 19, 2024.



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

FIRST NOTICE OF VIOLATION

Dwight Prisock
64 LAKEVIEW RD
Starkville, MS 39759

Case No. 24-000011
Issued: January 19, 2024

VIOLATION LOCATION
325 Ruth Rd
Starkville, MS

LEGAL DESCRIPTION

An inspection of the above referenced property was made on January 19, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than January 29, 2024.

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: Dwight Prisock

MYGOV.US City of Starkville, MS

Phone: (662) 323-4847



Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Sarah Perez on Jan 19, 2024 at 2:31 PM

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

CORRECTION	DESCRIPTION
Remove Dilapidated Structure REQUIRED	It is the duty of person(s) in violation to comply by removing dilapidated structures.



MYGOV.US 24-000011, 01/19/2024 at 4:52 PM

Page 1/3

MYGOV.US 24-000011, 01/19/2024 at 4:52 PM

Page 2/3

MYGOV.US City of Starkville, MS

Phone: (662) 323-4847



MYGOV.US 24-000011, 01/19/2024 at 4:52 PM

Page 3/3

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on Saturday, January 20, 2024, at approximately 09:38 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call #	24-002186	Dispatcher	PEREZ, S						
Date/Time	01/20/2024 09:38:18	Disposition	REPORT						
Type	CODE ENFORCEMENT	Zone							
How Rcvd	OFFICER INITIATED								
Sent To Dispatch									
Location Address									
325 RUTH RD									
Officer Information									
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number				
PEREZ, S	09:38:18	09:38:18	09:38:33						
Notes									
1/20/2024 9:38:24 AM		PEREZ, S	PHOTOS TAKEN FROM THE PUBLIC VIEW SHOWING NO CHANGES HAVE BEEN MADE TO THE STRUCTURE						

(NORTH SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)





(EAST SIDE OF PROPERTY)



An Administrative Inspection Warrant was issued on Saturday, January 20, 2024.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi, Code Enforcement Officer Sarah Perez, known to be a credible person, who after being first duly sworn, depose and say:

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

The entire house including any locked or secured rooms or compartments at 325 Ruth Rd., Starkville, Oktibbeha County, Mississippi and any out buildings on the property to include a garage and storage facilities.

2. That the place described above is occupied and controlled by:
Dwight Prisock and unknown persons
3. That said things particularly described as follows:
Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.
4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

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

5. The facts tending to establish the following grounds for issuance of an Administrative Inspection Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.
6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

Witness my hand on this the 20 day of January 2024.


Municipal Court Judge

The Administrative Inspection Warrant was executed on Sunday, January 21, 2024, at approximately 15:39 hrs. Photographs were taken of the outside of the structure as well as some photographs taken through windows and open doors. A copy of the warrant was left taped to the front door and sent certified mail to the property owner.

(CALL CARD)

Call #	24-002295	Dispatcher	PEREZ, S
Date/Time	01/21/2024 15:39:47	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address
325 RUTH DR
STARKVILLE, MS 39759

Officer Information

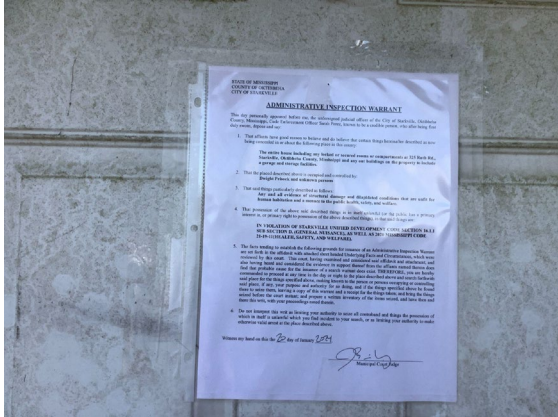
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:39:47	15:39:47	15:50:01		

Notes

1/21/2024 3:40:07 PM	PEREZ, S	CASE #24-000011
1/21/2024 3:40:09 PM	PEREZ, S	SERVING ADMINISTRATIVE WARRANT FOR PHOTOGRAGHS OF DILAPIDATED STRUCTURES ON THE PROPERTY
1/21/2024 3:40:43 PM	PEREZ, S	A COPY OF THE WARRANT WAS TAPED TO THE NORTH SIDE OF THE STRUCTURE

(NORTH SIDE OF PROPERTY)





(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



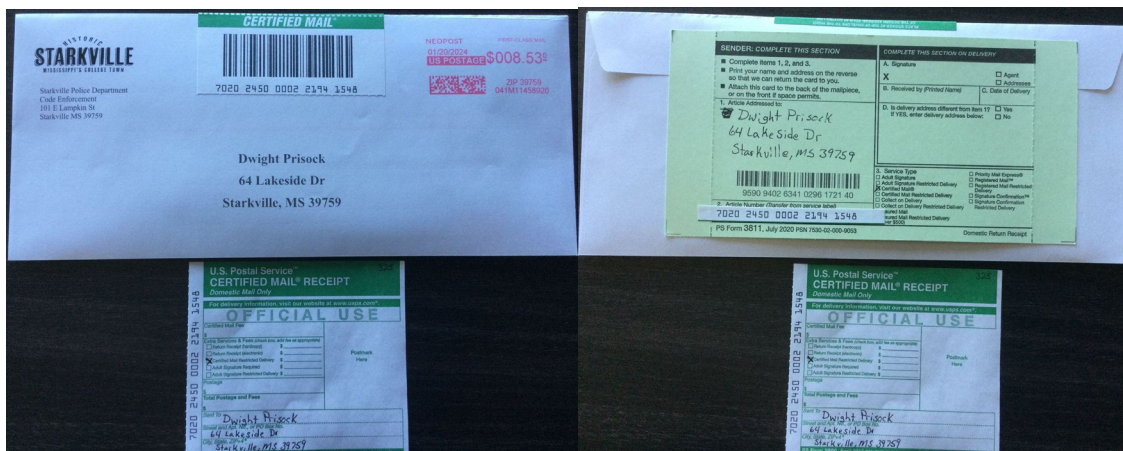
(EAST SIDE OF PROPERTY)





Certified letter of notice of violation and a copy of the warrant were sent to the property owner on Monday, January 22, 2024.

(NOTICE OF VIOLATION)



(ADMINISTRATIVE WARRANT)

STARKVILLE
MISSISSIPPI 39759-0000

CERTIFIED MAIL[®]

7802 2400 0002 2144 1407

POSTNET
ZIP CODE 39759 0008 69

NEED POSTAGE? www.usps.gov
800 837 7838

PAID 297759
041311140600

Starkville Police Department
Capt. Enforcement
101 E. Lexington St.
Starkville, MS 39759

Dwight Priskok
64 Lakeside Dr
Starkville, MS 39759

14

Photographs below were taken by Officer Sarah Perez on Wednesday, February 7, 2024, public hearing notices were mailed to the property owner via certified mail and posted in the front window at City Hall. Also posted on the property on Thursday, February 8, 2024.

(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 **March 5, 2024**, 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 Gabriel Steenwyk (662)323-4847

Public Hearing notice mailed to the property owner on Wednesday, February 7, 2024.

(PHOTOS OF CERTIFIED MAIL SENT)

Call # 24-004226
Date/Time 02/07/2024 15:28:04
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
POST OFFICE

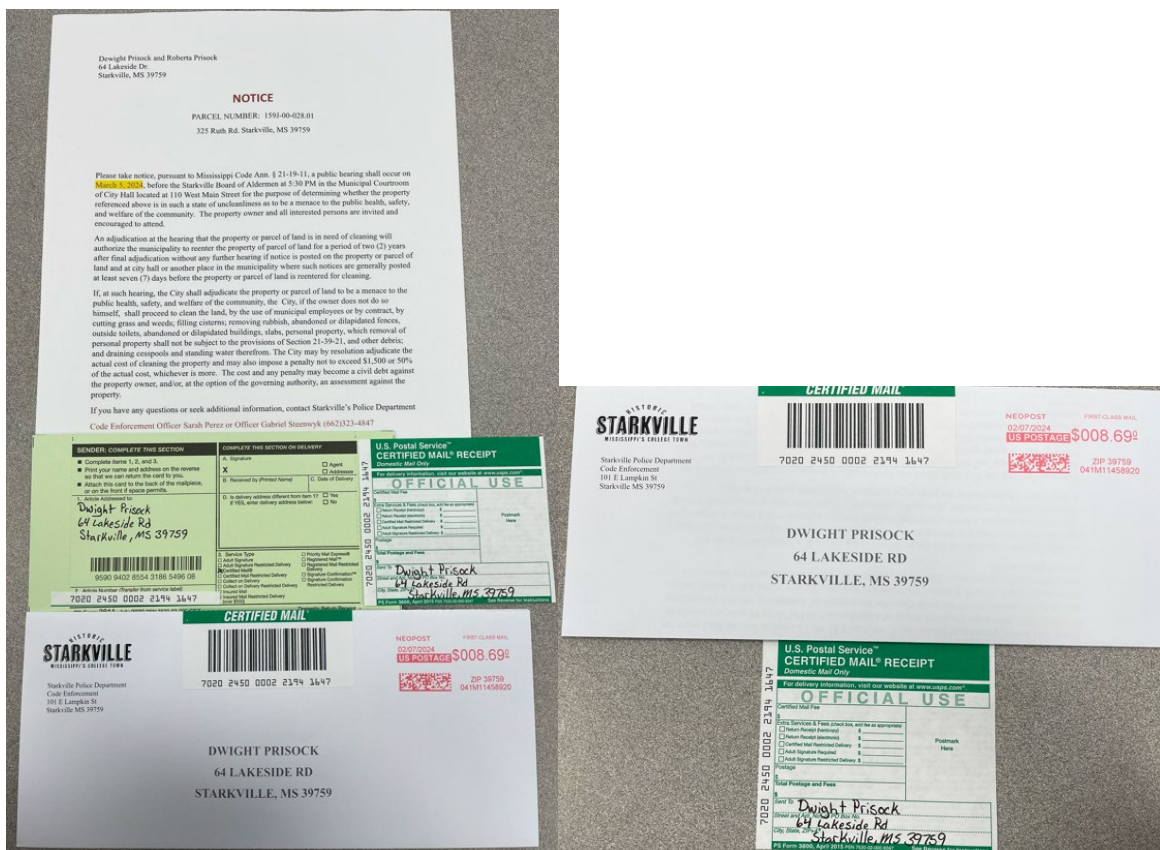
Officer Information

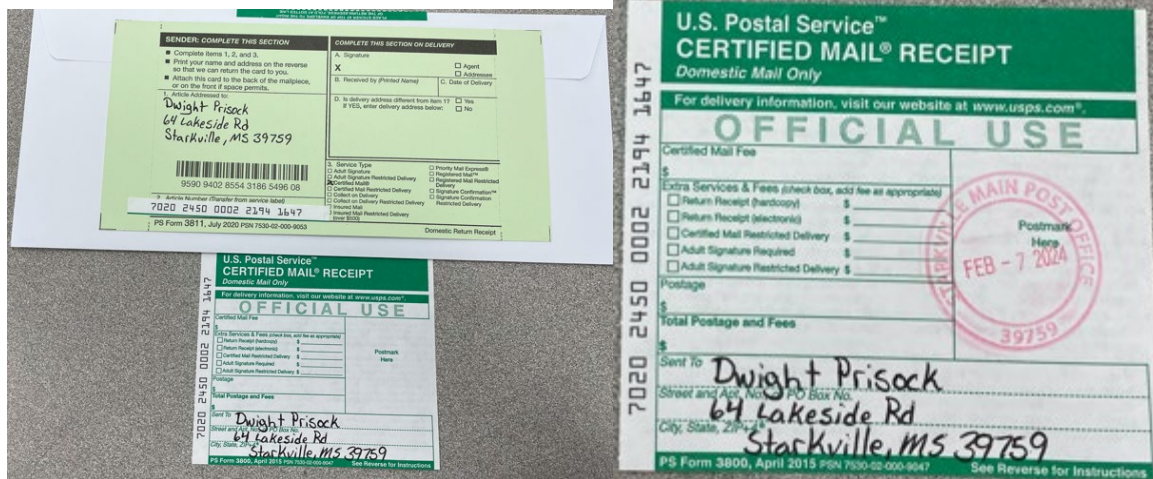
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:28:04	15:28:04	15:50:30		

Notes

2/7/2024 3:50:08 PM PEREZ, S

MAILING CERTIFIED LETTERS OF NOTICE FOR PUBLIC HEARING ON CASE #S 24-000008, 24-000009, 24-000010, AND 24-000011





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

Call # 24-004225
 Date/Time 02/07/2024 15:19:04
 Type CODE ENFORCEMENT
 How Rcvd OFFICER INITIATED
 Sent To Dispatcher

Dispatcher PEREZ, S
 Disposition REPORT
 Zone

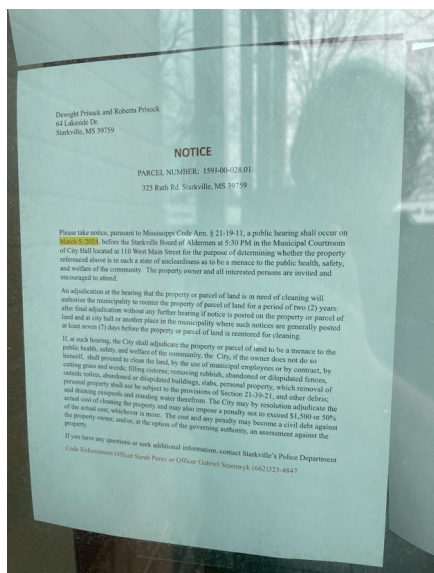
Location Address
 110 E MAIN ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:19:04	15:19:04	15:19:40		

Notes

2/7/2024 3:19:29 PM	PERE Z, S	CASE #24-000011 325 RUTH RD
2/7/2024 3:19:32 PM	PERE Z, S	PUBLIC HEAR NOTICE POSTED AT CITY HALL IN THE WINDOW AT THE FRONT ENTRENCE



(CALL CARD)

Call # 24-004319
Date/Time 02/08/2024 09:19:44
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

325 RUTH RD

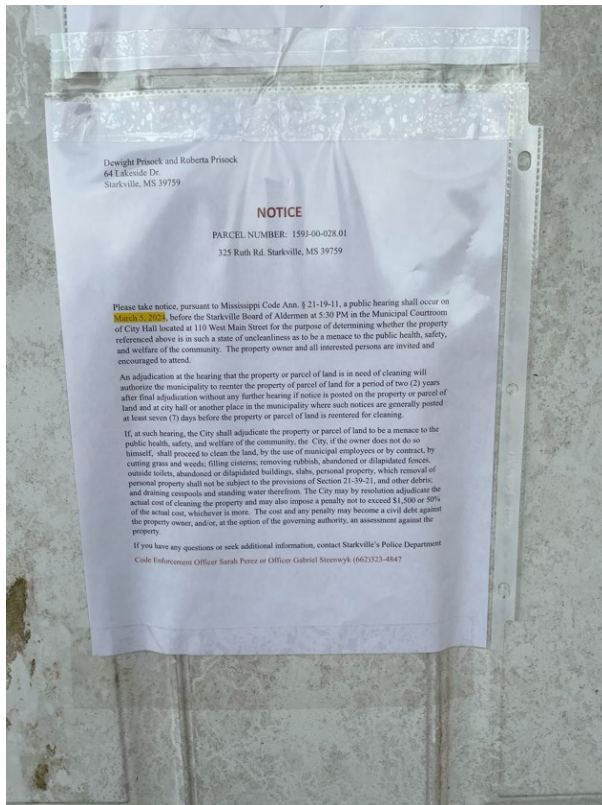
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:19:44	09:19:44	09:25:48		
STEENWYK, G	09:19:58	09:20:10	09:27:16		

Notes

2/8/2024 9:19:55 AM	PERE Z, S	CASE #24-000011
2/8/2024 9:20:29 AM	PERE Z, S	POSTING PUBLIC HEARING NOTICE ON THE STRUCTURE
2/8/2024 9:20:44 AM	PERE Z, S	PHOTOS TAKEN FROM THE ROAD WAY
2/8/2024 9:21:02 AM	PERE Z, S	THERE HAS BEEN NO CHANGE IN THE STATE OF THE PROPERTY

(POSTED ON THE STRUCTURE)



The photographs below were taken by Officer Sarah Perez at the third inspection on Thursday, February 8, 2024.

(NORTH SIDE OF THE STRUCTURE)







(EAST SIDE OF THE STRUCTURE)



(SOUTH SIDE OF THE STRUCTURE)



(WEST SIDE OF THE STRUCTURE)



Photographs below were taken by Officer Sarah Perez one week before submission of documents on Thursday, February 22, 2024 at approximately 14:46 hrs.

(CALL CARD)

Call # 24-006048
Date/Time 02/22/2024 14:46:47
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
 325 RUTH RD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:46:47	14:46:47	14:47:22		

Notes

2/22/2024 2:46:57 PM	PEREZ, S	CASE #24-000011
2/22/2024 2:46:59 PM	PEREZ, S	FINAL INSPECTION PHOTOS TAKEN FROM THE ROADWAY SHOWING NO PROGRESS IN REPAIRS TO THE PROPERTY

(PHOTOGRAPHS OF PROPERTY)







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

AGENDA ITEM DEPT.: Board
AGENDA DATE: 3-05-2024
PAGE: 1

SUBJECT:

Consideration of re-appointment of Dr. Debra Prince, the sole applicant, to a position on the Starkville-Oktibbeha Consolidated School District Board of Trustees to expire March of 2029.

AUTHORIZATION HISTORY:

This a position currently being held by Dr. Debra Prince which expires in March of 2024.

REQUESTING

DEPARTMENT: Board

DIRECTOR'S

AUTHORIZATION: Board of Aldermen

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

I.hardin@cityofstarkville.org

Subject: FW: Appointment

----- Forwarded message -----

From: **Debra Prince** <dprince@starkvillesd.com>

Date: Tue, Feb 20, 2024 at 8:31 AM

Subject: Appointment

To: L.spruill@cityofstarkville.org <L.spruill@cityofstarkville.org>

Good morning the Honorable Mayor Lynn Spruill. Please accept this correspondence as my request to be reappointed to the Starkville Oktibbeha County School District School Board. As a current member of the board, I have worked with the other school board and community members to improve the district for the children and families that we serve. However, there is still much important work that needs to be done. It is because of the important work that still needs to be completed that I humbly request to be reappointed to the school board. I sincerely thank you and the Board of Aldermen for your consideration.

Debra Prince



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

AGENDA ITEM DEPT.: Board of Aldermen

AGENDA DATE: March 5, 2024

PAGE: Page 1

SUBJECT:

Consideration of approving the tax abatement resolution on behalf of 44 Properties, LLC.

SUMMARY: This is a renovation project for the previous Vowell's grocery store business. The façade and parking lot have been improved and the building has been divided into 3 sections each with the plan to house different business opportunities.

REQUESTING DEPARTMENT: Board of Aldermen

FUNDING SOURCE: This would be for a 10 year ad valorem tax abatement only subject to the terms of the resolution.

FOR MORE INFORMATION CONTACT:

Sandra Sistrunk @ 662-418-4574 or Berk Huskison @ 662-245-5134

SUGGESTED MOTION:

Move approval of the resolution supporting the ten year ad valorem tax abatement for 44 Properties, LLC.

The Board of Aldermen of the City of Starkville, Mississippi, (hereinafter “the City”) took up the matter of expressing its intent to grant an ad valorem tax abatement to 44 Properties, LLC as economic development incentive for the renovation and improvement of an existing building located at 118 Highway 12 West (the “Property”) and to recruit new retail tenants to the City, and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF INTENT OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO GRANT AN ABATEMENT OF AD VALOREM TAXES PURSUANT TO THE CITY ORDINANCE 2023-03 AND SECTION 27-31-31 OF THE MISSISSIPPI CODE FOR RENOVATIONS AND IMPROVEMENTS OF AN EXISTING STRUCTURE WITHIN THE CENTRAL BUSINESS DISTRICT OF THE MUNICIPALITY, AND RELATED MATTERS.

WHEREAS, the Board hereby finds, adjudicates, and determines as follows:

1. The Property owned by 44 Properties, LLC is being renovated and improved to provide retail tenant space and that purpose is in keeping with the with the City’s desire to promote the revitalization and economic prosperity of areas zoned for general commercial purposes; and
2. 44 Properties, LLC has advised the Board in its written application for a tax abatement that the project is expected to result in a capital investment of Three Million Five Hundred Thousand (\$3,500,000) or more and the creation of 15 or more new jobs; and
3. 44 Properties, LLC is a local investor and is providing construction employment for local contractors for renovations and improvements related work; and
4. The Property is in the center of an important business district and has been vacant since November 2021; and
5. The Property’s size, especially for the largest of the three spaces, limits the number and type of tenants and the City acknowledges and understands that the intent as expressed herein will play a material role in incentivizing investments that are currently being considered; and
6. The City will benefit from having the Property’s three spaces occupied through the generation of sales taxes and inventory taxes in excess of the amount abated and in drawing additional visitors and shoppers to the City due to the unique nature of the businesses being recruited; and
7. The estimated abatement will be approximately \$30,000 and 0.1 mills.

NOW, THEREFORE, BE IT ORDERED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi as follows, to wit:

1. That the development at the property at 118 Highway 12 West as more fully set forth and shown by the map in Exhibit A, hereby be declared as property falling under the City’s tax abatement ordinance (2023-03).

2. Upon written application of 44 Properties, LLC owner of the Property and pursuant to and in accordance with the requirements of Mississippi Code 27-31-31, the City will offer exemption from all City ad valorem taxes related to real property, excluding ad valorem taxes for inventory, for a period of ten (10) years, for the renovation and construction of any privately owned new business and any new renovations of and improvements to existing business structures, which are done for the promotion of business, commerce or industry in the aforementioned shopping center located at 118 Highway 12 West, Starkville, MS 39759.
3. All abatements will be suspended if any of the spaces remain vacant for 12 months or more. Upon written application of 44 Properties, LLC, reinstatement of the abatement will be considered when tenants are in place for the vacant spaces. Any suspension and reinstatement will not extend the original 10 year period.
4. The Mayor and/or her designees are authorized to take any and all action, including preparing and distributing information and applications about said development and incentives to effectuate the intent of this Resolution.

Following the reading of the foregoing resolution, Alderman _____ made the motion to adopt the Resolution and Alderman _____ seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Alderman Kim Moreland
Alderman Sandra Sistrunk
Alderman Jeffrey Rupp
Alderman Mike Brooks
Alderman Hamp Beatty
Vice Mayor Roy A. Perkins
Alderman Henry Vaughn

voted: _____
voted: _____
voted: _____
voted: _____
voted: _____
voted: _____
voted: _____

RESOLVED AND DONE, this 5th day of March, 2024.

LYNN SPRUILL, MAYOR

ATTEST:

CITY CLERK

BROWN & LANGSTON, PLLC

Attorneys and Counselors At Law

124 East Main Street
Starkville, MS 39759

Julie W. Brown
Katherine B. Langston
Carolyn B. Taylor
Olivia P. Turner

Office (662) 320-9111
Fax (662) 510-0131
Email: office@brownlangstonlaw.com

February 28, 2024

City of Starkville Board of Aldermen
D. Lynn Spruill, Mayor
City Hall
110 West Main Street
Starkville, Mississippi 39759

Re: 44 Properties, LLC / Tax Abatement Application for Central Business District

Dear Mayor and Aldermen:

Thank you for allowing us to present 44 Properties, LLC's position before the Board regarding the request for a tax abatement/exemption on the shopping center property located at 118 Highway 12 West. The improvements and renovation of this property will result in much needed revitalization along the city's major business corridor and bring a variety of new jobs.

The Board requested further information regarding the impact of the three prospective tenants. This letter is in response to those requests and in support of the application.

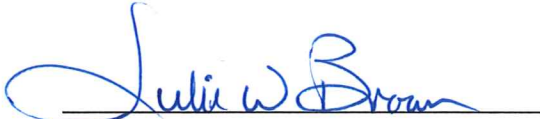
Ace Hardware:	Projected annual sales	\$3,000,000.00
	Estimated inventory	\$1,000,000.00
Dollar Tree:	Projected annual sales	\$2,400,000.00
	Estimated inventory	\$ 350,000.00
Miskelly Furniture:	Projected annual sales	\$4,000,000.00
	Estimated inventory	\$ 550,000.00

I noted at the Board meeting that "Project Squeeze" was on the consent agenda. This came as a surprise. The Board approved Project Squeeze's request for tax abatement for a manufacturer whose name is withheld and gave no mention of just what property it was going to be renovated and occupied. Project Squeeze's request was presented to the Board by Joe Max Higgins at its

work session held February 16th. The Board did not ask Mr. Higgins any questions about the application or Project Squeeze. Project Squeeze's request was summarily approved in the consent agenda on February 20th. Project Squeeze will not have retail sales or inventory – no income to the City other than possible personal property taxes on its equipment and office furniture. Its contribution will be the refurbishment of an existing building and the creation of 20 jobs.

44 Properties, LLC, is owned by a Starkville resident. 44 Properties, LLC is fully renovating one of our city's largest shopping parcels and parking lot, is creating 20-25 new jobs, and is creating three new commercial spaces to rent to retail sales that will provide income to the City via sales and inventory taxes. 44 Properties, LLC's undertakings and future benefits to our City fit hand in glove with the purpose of the tax abatement. 44 Properties, LLC respectfully asks for a fair and even application of the tax abatement and approval of its request.

Respectfully submitted,

A handwritten signature in blue ink, reading "Julie W. Brown", is written over a horizontal line.

Julie W. Brown,
Attorney for 44 Properties, LLC



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

AGENDA ITEM DEPT.:

AGENDA DATE: March 5, 2024

SUBJECT:

Consideration of advertising for the mowing and maintenance bid for the City of Starkville Cemeteries.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

ADVERTISEMENT FOR BIDS THE CITY OF STARKVILLE, MISSISSIPPI

Notice is hereby given that the City of Starkville, Mississippi, will receive **SEALED PROPOSALS** for the **MOWING AND MAINTENANCE CONTRACTS** for the City Cemeteries:

- **ODD FELLOWS CEMETERY (M L KING/HWY 182)**
- **ODD FELLOWS CEMETERY (UNIVERSITY DRIVE)**
- **BRUSH ARBOR CEMETARY (UNIVERSITY DRIVE)**

Bids will be received at the City Clerk's Office, 110 West Main Street, Starkville, MS, 39759, until 4 p.m. local time on Friday, March 22, 2024, at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Alderman.

A complete bid package and questions regarding the specifications should be directed to Lesa Hardin, City Clerk, and can be reached at (662)323-2525 ext. 3117 or l.hardin@cityofstarkville.org. Bid forms may be obtained from the City's website, www.cityofstarkville.org, under the "advertisement for bids" section or by calling the City Clerk's office. Bids may also be securely submitted electronically to bids@cityofstarkville.org.

The bid container must be **SEALED** and marked "**MOWING AND MAINTENANCE CONTRACTS, DUE MARCH 22, 2024**". Additionally, the bidder's name and return address must appear on the outside of the bid container.

No bid shall be withdrawn after the scheduled date and time of the opening without written consent of the City of Starkville. Within the limitations of the state law, the City of Starkville reserves the right to reject any or all bids received, to waive any informalities or irregularities in the bid received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI
Lesa Hardin
City Clerk, City of Starkville

PUBLISH: 3.8.2024 and 3.14.2024



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

**AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: March 5, 2024
PAGE: 1**

SUBJECT: Request Approval of the Lease Agreement Renewal between the City of Starkville and Kyle Knight for use of the Agricultural Land Inside the Fenced Area for One Year at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: One-time payment from Kyle Knight for \$4,653.50.

Mr. Knight is exercising his option for 1 year renewal of his lease pursuant to Section 3. of the Lease entered into with the City in April 2023.

FISCAL NOTE: Approved by the Airport Board on February 27, 2024

AUTHORIZATION HISTORY:

**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 Renewal between the City of Starkville and Kyle Knight for use of the Agricultural Land Inside the Fenced Area for One Year at George M. Bryan Field

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
KYLE KNIGHT**

This Lease Agreement is entered into on this the 5th day of March, 2024, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **KYLE KNIGHT**, "Lessee".

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" located at the Starkville Airport; and

WHEREAS, Lessee desires to exercise the option to lease property for an additional year as provided for in paragraph 3 of the lease executed in April 2023 between the parties and occupy a portion of Figure "1" consisting of approximately 66 acres of agricultural land that is outlined by the solid yellow boundaries and approximately 47.5 acres of newly cleared land outlined by the solid blue boundaries in Figure "1" (the "Leased Premises"); and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **LEASED PREMISES.** Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.

2. **USE OF PREMISES.**
(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the lease premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action.

Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by the Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on April 8, 2024, and shall continue through and expire on April 27, 2025.

4. RENT. The rent for the subject property shall be \$4,653.50 per year and shall be made in one lump sum payment on or before April 15, 2024. The parties understand and agree that the lease price recited in this Lease is based upon a lease price of Forty-One Dollars and Zero Cents (\$41.00) per acre applied to approximately 113.5 acres of leased premises. Full payment shall be due by April 15, 2024. Rent shall be paid to Starkville Airport, P.O. Box 1424, Starkville, Mississippi 39760. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain acreage from the terms of this lease by reason of industrial development requirements, aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the Lessor is given the right at any time to release portions of the leased premises, in which event the leased price shall be reduced by an amount equal to \$26.00 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for agricultural operations, subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner. All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a

manner as to protect any and all such installations from damages from such agricultural operations, and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars (\$1,000,000.00) for any claim arising out of Lessee's use of the Leased Premises, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars (\$1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

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

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

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

13. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements

of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

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

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

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

17. WASTE.

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

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such

Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

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

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

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, including the immediate termination of this Lease, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

19. LESSOR'S LIEN. A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

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

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

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

To Lessor: City of Starkville
Attention: Mayor D. Lynn Spruill
110 W. Main Street
Starkville, MS 39759

To Lessee: Kyle Knight
1137 Veterans Memorial Blvd
Eupora, MS 39744
662-552-2608

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives duly authorized so to do.

LESSEE

KYLE KNIGHT

LESSOR

CITY OF STARKVILLE, MS

BY: _____
D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **KYLE KNIGHT**, and who acknowledged that he signed and delivered the above and foregoing Lease on the day and year therein mentioned with full authority so to do.

Given under my hand and seal, this the _____ day of _____, 2024.

NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **D. Lynn Spruill and Lesa Hardin**, known to me to be the Mayor and Clerk, respectively, of the City of Starkville, Mississippi, and that for an on behalf of said municipality, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said municipality so to do.

Given under my hand and seal, this the _____ day of _____, 2024.

NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:

FIGURE “1”

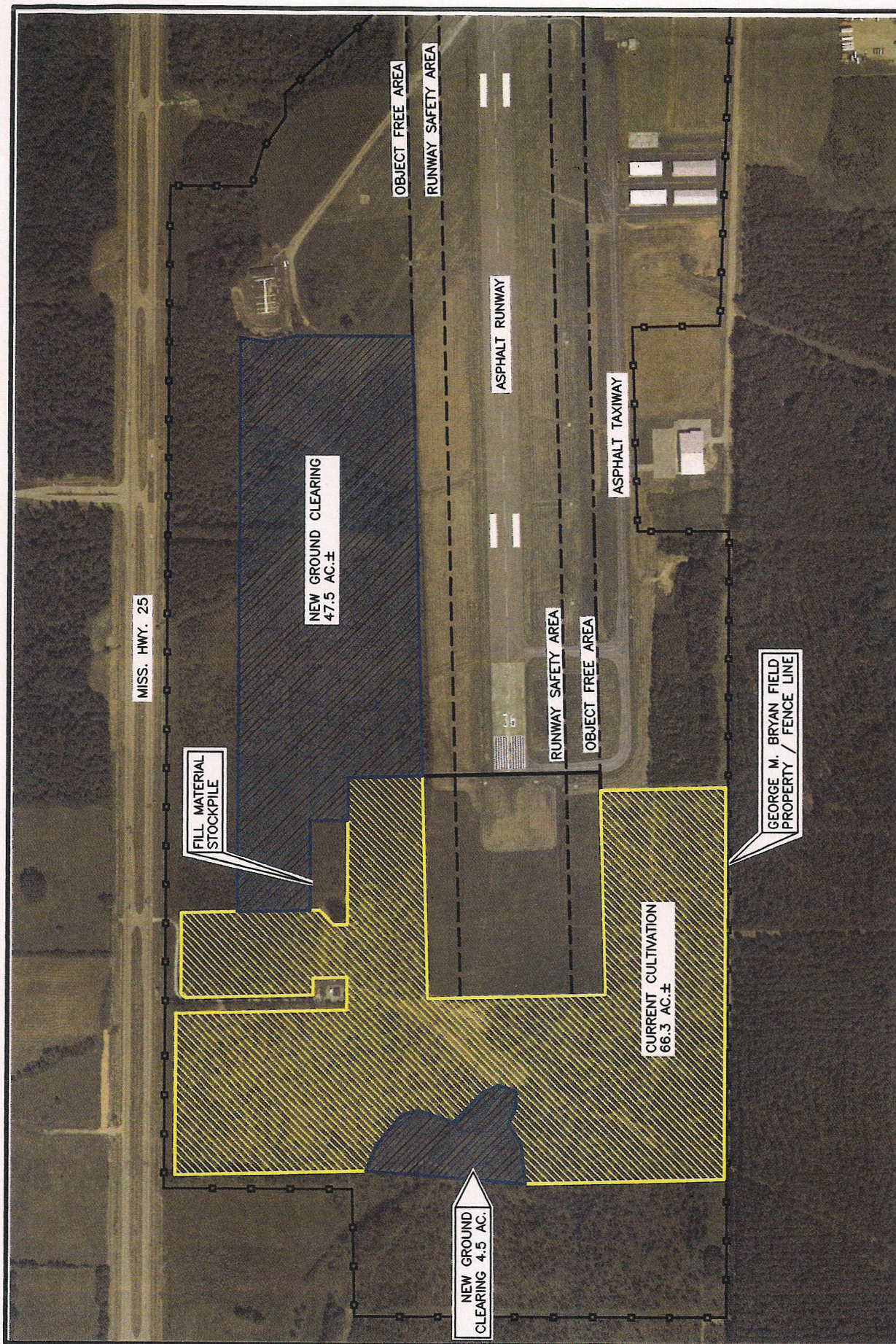


FIGURE 1	LAND AVAILABLE FOR AGRICULTURAL LEASE	
SCALE: 1" = 600'± DATE: FEBRUARY 2017	GEORGE M. BRYAN FIELD STARKVILLE, MISSISSIPPI	CLEARWATER CONSULTANTS, INC. STARKVILLE, MISSISSIPPI



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

**AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: March 5, 2024
PAGE: 1**

SUBJECT: Request Approval to advertise for bids for the FAA 2024 AIP project for clearing, grubbing, seeding and mulching at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: 2024 AIP FAA Grant (90%0, MDOT matching (5%), and local match of (5%)

FISCAL NOTE: Approved by the Airport Board on February 27, 2024. FAA portion is \$150,000.00, MDOT portion is \$8,333 and local is \$8334.00, with City = \$2,916.90, County \$2,916.90 and MSU \$2,500.20

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: Airport**

**DIRECTOR'S
AUTHORIZATION: Rodney Lincoln**

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve advertise for bids for the FAA 2024 AIP project for clearing, grubbing, seeding and mulching at George M. Bryan Field



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: March 5, 2024
PAGE: Page 1 of 7

SUBJECT:

Consideration of approving the as-needed professional services agreement with Civil-Link LLC for technical assistance related to the roadway maintenance plan.

AMOUNT & SOURCE OF FUNDING:

Professional Services 001-197-600-308
Use Tax & Use Tax Bond Funds

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

N/A

REQUESTING DEPARTMENT: Engineering & Street

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:

The attached professional services agreement will be used on an as-needed basis for any technical questions or issues that may arise related to the pavement preservation project slated for construction in fiscal year 2024.

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move to approve the as-needed professional services agreement with Civil-Link LLC for technical assistance related to the roadway maintenance plan.



February 22, 2024

Cody A. Burnett, PE, CFM
City Engineer
City of Starkville
110 W. Main Street
Starkville, MS 39759

REFERENCE: PROFESSIONAL SERVICES - MASTER AGREEMENT

Dear Mr. Burnett:

Civil-Link (CL) is pleased to offer this Master Agreement to the City of Starkville (City) for various as needed professional planning, engineering, and construction inspection services. All services will be provided in accordance with Exhibit A, "General Terms and Conditions," which is attached and made a part of this Master Agreement.

The type and extent of the services requested by the City will be described more specifically in subsequent Work Authorizations by letter of correspondence. The scope and fee for individual Work Authorizations will be negotiated between the City and CL and a written approval of the negotiated Work Authorization will be obtained prior to CL commencing work. This Master Agreement will allow CL to provide services to the City based on the hourly rates agreed to herein or amended based on any Work Authorization. This Agreement allows for fixed fee or hourly rate Work Authorizations.

CL services under this agreement will be provided at our actual hourly labor cost rates multiplied by a 2.8 LMU (Labor Mark Up) plus the related reimbursable expenses unless modified by a specific Work Authorization. Not-to-exceed compensation amounts may also be specified in each Work Authorization based on this hourly basis. Any subconsultant's invoices will be billed to the City by multiplying the direct cost by a factor of 1.10. The City will be billed monthly by invoice for work completed for that month and payment shall be made within forty-five (45) days of receipt.

Any party may terminate this contract at any time by giving written notice to the other parties of such termination and specifying the effective date thereof, at least seven (7) working days before the effective date of such termination. In the event of such, CL will be entitled to receive just and equitable compensation for any specific services completed to the date of termination.

This Master Agreement, consisting of five pages; Exhibit A, "General Terms and Conditions" consisting of one page; and all the subsequent Work Authorizations and/or Notices, constitute the entire agreement between the City and CL and may only be modified upon mutual agreement of the parties, in writing and signed by the parties hereto. We appreciate the opportunity to provide these services to the City of Starkville and we look forward to our continued work with you and your staff.

Sincerely,

CIVIL-LINK, LLC



Danny Cordell, PE, PS
Managing Principal

ACCEPTED: CITY OF STARKVILLE, MISSISSIPPI

By: _____

Title: _____

Date: _____



EXHIBIT A GENERAL TERMS AND CONDITIONS

1. **Relationship Between Company and Client.** Company shall serve as Client's 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. The Company shall not be considered to be the agent of the Client
2. **Responsibility of the Company.** Company will **strive** to 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. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.
Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Company shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Company be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other consultant not under contract to the Company to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.
Company shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Company will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.
3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Company to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.
Client shall give prompt written notice to the Company whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Company's services, or any defect or nonconformance in the work of any construction contractor.
Client shall examine all documents presented by Company, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Company.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in 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.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Company in connection with any or all of the services furnished hereunder shall be the property of Client. Company shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Company pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Company, shall be at Client's sole risk.
7. **Opinions of Cost.** Since the Company has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Company cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and Company and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Company's services are delayed by the Client, or for other reasons beyond the Company's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Company may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Company, require Company to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Company shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Company will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Company for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 7 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Services rendered by Company before the termination date shall be paid by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Company shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Company.
In the event of joint or concurrent negligence of Company and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.
15. **Legal Proceedings.** In the event Company's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Company is not a party to such proceeding, Client will compensate Company for its services and reimburse Company for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Company to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **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 approval of the other.
17. **Insurance.** Within the context of prudent business practices, Company shall maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law, comprehensive general liability with maximum limits of \$1,00,000/ \$2,000,000; automotive liability with maximum limits of \$1,000,000/ \$1,000,000; and professional liability insurance in the max amount maintained by Company.
18. **Information Provided by the Client.** The Company shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Company. In this case, the Client recognizes that the Company cannot assure the sufficiency of such information. Accordingly, the Company shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Company for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Company or Company's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Company properly inferred to exist between sampling points may differ significantly from those that actually exist.
Company will locate utilities which will affect the project from information provided by the Client and utility companies and from Company's surveys. In that these utility locations are based, at least in part, on information from others, Company cannot and does not warrant their completeness and accuracy.
20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Company is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Company in writing prior to initiation of services under this Agreement.
Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Company agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Company and agrees to indemnify, defend and hold Company harmless from any claim or liability for injury or loss arising from Company's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Company for any time spent and expenses incurred by Company in defense of any such claim.
21. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for, and that a certain amount of change orders are to be expected. As long as Company provides services 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, client agrees not to make any claim against Company for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Company for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Company will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Payment in full shall be done upon receipt of the invoice. 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 per month. Payment for Company's services is not contingent on any factor except Company's ability to provide services 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.
24. **Force Majeure.** Neither Client nor Company 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.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Company shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
28. **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 Company 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.
29. This contract is voidable without penalty by a successor governing authority of the Client.

EXHIBIT B
CIVIL-LINK
HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

POSITION	LABOR RATES
Executive/Principal	\$250.00
Engineering Manager/ Sr. Traffic Signal Engineer	\$215.00
Sr. Project Engineer / Sr. Project Manager	\$155.00
Sr. Traffic Technician	\$130.00
Project Engineer / Project Manager	\$130.00
Design Engineer / Sr. Designer / Sr. Engineering Technician / Sr. Inspector *	\$120.00
Survey Manager	\$115.00
Designer / Engineering Technician / Inspector *	\$105.00
Engineer Intern	\$105.00
Professional Land Surveyor	\$85.00
CADD Technician *	\$85.00
Graduate Engineer	\$95.00
Sr. Administrative *	\$75.00
Survey Crew / Field Labor *	\$60.00
Administrative *	\$50.00
GPS Survey Party *	\$115.00
Two-Member Survey Party *	\$135.00
Three-Member Survey Party *	\$150.00

* Indicates non-exempt classifications and the hourly rates listed only applies to regular time work. If overtime work is required to meet the client's schedule, an overtime rate will have to be negotiated.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.52/mile
UTV / ATV	\$20.00/hour

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.

WORK AUTHORIZATION 01-24

CONSTRUCTION ENGINEERING INSPECTION SERVICES TERM BID CONTRACT IMPLEMENTATION ASSISTANCE

In accordance with the Master Service Agreement dated February 22, 2024 between the City of Starkville and Civil-Link, LLC, this Work Authorization describes the services and payment conditions related to the construction engineering and inspection (CE&I) services provided by CL for the Project described as the *Term Bid Contract Implementation Assistance*.

GENERAL:

The Term Bid Contract Implementation Assistance (hereafter, "Project") is proposed to be completed utilizing local funds appropriated for this Project. In order to effectively implement the term bid contracts, CL will assist in assuring the project is constructed in accordance with the contract documents, plans and specifications, by providing CE&I services as needed for the Owner.

The proposed Project will consist of four (4) term bid contracts. The term bid contracts include Annual Asphalt Overlays, Annual Pavement Striping, Annual Pavement Surface Treatments, and Annual Full Depth Reclamation. CL will provide technical assistance as requested for the City. Technical assistance could potentially include but is not limited to professional consultation and construction engineering inspection services.

SCHEDULE:

The Project time necessary to complete the services will depend on the Contractor's schedule for construction on roadways. Therefore, this agreement will be for the first year of the term bid contracts with potential renewal of this agreement yearly if approved by the City and CL.

PAYMENT CONDITIONS:

CL shall provide the services described herein for this WA at our hourly rates with a **2.8 labor mark-up**. Payment shall be made in accordance with the terms set forth in the referenced Professional Services Master Agreement. Any additional services required outside of those described will be conducted at the labor mark-up listed herein.

SCOPE OF SERVICES:

I. CONSTRUCTION ENGINEERING SERVICES (IF REQUESTED)

- A. Professional Consultation to clarify any questions received.
- B. Technical Assistance in ensuring roadway construction is completed in conformance to the plans and specifications.
- C. Make visits to the site at the request of the City in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.
- D. Submittals. CL shall review and approve (or take other appropriate action in respect of) mix design, 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.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CITY OF STARKVILLE, MISSISSIPPI

CIVIL LINK

Signature

Signature

Lynn Spruill, Mayor
Typed Name/Title

Dan Cordell, Principal
Typed Name/Title

Date of Signature

Date of Signature



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: March 5, 2024
PAGE: Page 1 of 2

SUBJECT:

Consideration of accepting the Transportation Alternatives (TA) Grant funds in the amount of \$780,000 to construct the southern phase of the Spring Street Connector Project, and authorizing the Mayor to activate the project, execute a preliminary engineering contract along with any necessary MDOT related paperwork and a MOU with MSU and Oktibbeha County.

AMOUNT & SOURCE OF FUNDING:

The City will be responsible for 1/3 of the local 20% construction match which is approximately \$65,000. The City will also be responsible for 1/3 of the design engineering costs, approximately \$35,000. The City's contribution in total is estimated to be approximately \$100,000.
Funding Source: Fund 300 FY 25

SUMMARY:

The City, Oktibbeha County, and MSU submitted a joint application for TA Grant funds in October 2023 for the remainder of the Spring Street Connector which would enhance vehicle, bicycle and pedestrian mobility and safety along Spring Street between Russell Street and Locksley Way. This project requires a 20% local match on the Federal funds used for construction as well as the local share covering the design engineering. The City received approval from the MS Transportation Commission in February 2024 (see attached award letter).

The funding received does not cover the remainder of the project, but is enough to construct the southern phase from the intersection of Spring Street and Highway 12 through the intersection of Spring Street and Locksley Way. The project consists of repaving and striping of Spring Street from Highway 12 to Locksley Way and construction of a sidewalk along Spring Street from Highway 12 to Locksley Way. If interested, a full copy of the application is on file at City Hall. The exact alignment will be coordinated with MDOT and MSU during the design process.

REQUESTING DEPARTMENT: Engineering & Street
DIRECTOR'S AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move for accepting the Transportation Alternatives (TA) Grant funds in the amount of \$780,000 to construct the southern phase of the Spring Street Connector Project, and authorizing the Mayor to activate the project, execute a preliminary engineering contract along with any necessary MDOT related paperwork and a MOU with MSU and Oktibbeha County.



State of Mississippi
TRANSPORTATION COMMISSION

COMMISSIONER JOHN CALDWELL
NORTHERN DISTRICT

February 13, 2024

Honorable Lynn Spruill
City of Starkville
110 West Main Street
Starkville, MS 39759

*Keep up the good work
John*

Dear Mayor Spruill,

We are pleased to inform you that the Mississippi Transportation Commission at their meeting on February 13, 2024, approved up to \$780,000.00 in Federal Transportation Alternative (TA) Program funds. These funds require a 20% local match which combined with the federal funds are to be applied towards the project scope.

The final project scope and termini will ultimately be defined and approved during development of the project. This award letter only approves funding, conceptually, of your request. The award is also contingent upon meeting a deadline for procurement of your professional for the development of the project. This will be discussed with you in detail in the following days in a letter from Mitchell R. Young, P.E. the State LPA Engineer.

Please note that this award letter is not authorization to proceed to contract. The project must be activated, designed and constructed according to the *Project Development Manual for Local Public Agencies* which can be located on the MDOT website at <https://mdot.ms.gov/portal/LPA>.

We look forward to working with you on this project and believe it will be beneficial to your community. As a next step, please contact your Local Public Agency (LPA) District Engineers, Mr. Travis Wampler, P.E., PLS and Mr. Jeff Wages, P.E., Tupelo District Headquarters, P.O. Box 2060, Tupelo, MS 38803-2060, or by phone at 662-842-1122.

Sincerely,

John M.M. Caldwell
Northern District
Mississippi Transportation Commission

CC: Mr. Lee Frederick, P.E., Director of Pre-Construction - Engineering
Mr. Mitchell R. Young, P.E., State LPA Engineer
Mr. Travis Wampler, P.E., PLS and Mr. Jeff Wages, P.E.
District (1) LPA District Engineers



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 03/05/2024

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 February 28, 2024 is \$740,354.16
Of which the claims amount for Starkville Utilities is \$285,133.11

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 February 28, 2024 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 2/26/2024 - 2/28/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
ARMY NAVY PAWN SHOP	21224A	02/12/2024	7 SCOUT LIGHT REAR CAP	001-000-334-126	336.00
LOWE'S-POLICE	96298	02/14/2024	FIRE WALL SAFE	001-000-334-126	217.55
CADENCE /ELAN VISA	ZM9B7SJY737S6	02/21/2024	FUNERAL FLOWERS MOTHER OF S DELOACH	001-000-160-698	108.07
Outstanding Total:					661.62
Department 000 - UNDESIGNATED Total:					661.62
Department: 005 - DUE FROM SFM					
Outstanding					
CANON FINANCIAL SERVICES, INC	32082363	02/10/2024	CONTRACT/METER USAGE	001-005-054-208	386.29
CSP SPORTS FACILITIES COMPANIES, LLC	MARCH24	02/26/2024	MARCH 2024 EXPENSE ADVAAANCE	001-005-054-208	50,000.00
Outstanding Total:					50,386.29
Department 005 - DUE FROM SFM Total:					50,386.29
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
HENRY VAUGHN, Sr.	INV0037103	01/10/2024	REIMBURSE MEALS MML MID-WINTER CONFERENCE	001-100-610-350	140.50
MIKE BROOKS	INV0037107	01/12/2024	REIMBURSE HOTEL & MEALS MML CONFERENCE	001-100-610-350	544.11
CADENCE /ELAN VISA	D481	02/15/2024	B CARVER OUTGOING RECOGNITION	001-100-680-311	148.00
BOARDTOWN ENGRAVING	021624E	02/16/2024	DESK PLATE W/BORDER & LOGO	001-100-680-311	32.50
Outstanding Total:					865.11
Department 100 - BOARD OF ALDERMEN Total:					865.11
Department: 110 - MUNICIPAL COURT					
Outstanding					
CANON FINANCIAL SERVICES, INC	32082367	02/10/2024	CONTRACT/METER USAGE	001-110-604-330	121.20
CANON FINANCIAL SERVICES, INC	32082371	02/10/2024	CONTRACT/METER USAGE	001-110-604-330	92.88
PITNEY BOWES PURCHASE POWER	INV0037102	02/16/2024	POSTAGE	001-110-604-330	310.00
STAPLES	3560153198	02/23/2024	3 COPIER PAPER & TONER	001-110-501-200	185.92
Outstanding Total:					710.00
Department 110 - MUNICIPAL COURT Total:					710.00
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON FINANCIAL SERVICES, INC	32082370	02/10/2024	CONTRACT/METER USAGE	001-120-604-330	76.35
PITNEY BOWES PURCHASE POWER	INV0037102	02/16/2024	POSTAGE	001-120-604-330	10.00
Outstanding Total:					86.35
Department 120 - MAYORS OFFICE Total:					86.35
Department: 123 - IT					
Outstanding					
SYNERGETICS DIVERSIFIED COMP, INC	54750	09/22/2023	LABOR HOURS	001-123-918-807	750.00

CLAIMS DOCKET

Post Dates: 2/26/2024 - 2/28/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, INC.	1C1T-6V6H-LCDC	12/20/2023	NETWORK CABLES	001-123-630-400	72.29
AMAZON CAPITAL SERVICES, INC.	19JF-4HLQ-NC4H	12/26/2023	NETWORK CABLES	001-123-630-400	36.70
KNOWBE4, INC	INV302267	01/11/2024	PLATINUM SUBSCRIPTION	001-123-600-300	4,354.56
AMAZON CAPITAL SERVICES, INC.	1PCN-37GV-QRFK	02/03/2024	PRINTER SWITCH	001-123-630-400	21.98
CANON FINANCIAL SERVICES, INC	32082362	02/10/2024	CONTRACT/METER USAGE	001-123-604-330	102.70
CADENCE /ELAN VISA	INV0037113	02/19/2024	HSW GATE.COM	001-123-600-300	19.95
CADENCE /ELAN VISA	14404838	02/23/2024	DOMAIN RENEWAL FEE	001-123-600-300	99.80
Outstanding Total:					5,457.98
Department 123 - IT Total:					5,457.98

Department: 130 - ELECTIONS

Outstanding

JULIAN GALLO	INV0037105	02/13/2024	ELECTION COMMISSION	001-130-602-301	78.15
Outstanding Total:					78.15
Department 130 - ELECTIONS Total:					78.15

Department: 142 - CITY CLERKS OFFICE

Outstanding

CANON FINANCIAL SERVICES, INC	32082361	02/10/2024	CONTRACT/METER USAGE	001-142-604-330	472.98
CANON FINANCIAL SERVICES, INC	32082367	02/10/2024	CONTRACT/METER USAGE	001-142-604-330	121.19
CIVICPLUS	293088	02/15/2024	ANNUAL FEE,STORAGE ETC	001-142-600-303	9,917.91
PITNEY BOWES PURCHASE POWER	INV0037102	02/16/2024	POSTAGE	001-142-604-330	100.00
REYNOLDS/RENASANT INSURANCE AGENCY	1355701	02/22/2024	BOND RENEWAL L MALONE	001-142-620-371	175.00
WATERMARK PRINTERS LLC	16340	02/22/2024	1500 FOREVER STAMPED ENVELOPES/PRINT ADDRESS	001-142-501-200	116.00
CADENCE /ELAN VISA	910232	02/23/2024	TOWNPLACE SUITES C PERKINS CLERK TRAINING OXFORD	001-142-610-350	309.00
CINDY PERKINS	INV0037108	02/23/2024	REIMBURSEMENT MEALS FOR TRAINING	001-142-610-350	47.93
SCOTT INSURANCE SERVICES LLC	49766	02/26/2024	NEW SURETY BOND K MORELAND	001-142-620-371	100.00
SCOTT INSURANCE SERVICES LLC	49765	02/28/2024	CANCELLATION SURETY BOND B CARVER	001-142-620-371	-90.00
Outstanding Total:					11,270.01
Department 142 - CITY CLERKS OFFICE Total:					11,270.01

Department: 169 - LEGAL

Outstanding

STARKVILLE DAILY NEWS	300246589	01/30/2024	PAVEMENT SURFACE TREATMENTS	001-169-615-342	134.94
STARKVILLE DAILY NEWS	300246590	01/30/2024	ASPHALT OVERLAY	001-169-615-342	137.14
STARKVILLE DAILY NEWS	300247046	02/13/2024	ANNUAL PAVEMENT STRIPING	001-169-615-342	133.18
STARKVILLE DAILY NEWS	300247047	02/13/2024	FULL DEPTH RECLAMATION	001-169-615-342	138.24
Outstanding Total:					543.50
Department 169 - LEGAL Total:					543.50

Department: 180 - HUMAN RESOURCES

Outstanding

CANON FINANCIAL SERVICES, INC	32082362	02/10/2024	CONTRACT/METER USAGE	001-180-604-330	102.69
FEDEX	9-668-654554	02/14/2024	LATE FEE	001-180-691-505	5.56
PITNEY BOWES PURCHASE POWER	INV0037102	02/16/2024	POSTAGE	001-180-604-330	5.00

CLAIMS DOCKET

Post Dates: 2/26/2024 - 2/28/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FEDEX	8-415-08583	02/21/2024	PAYROLL	001-180-691-505	39.69
Outstanding Total:					152.94
Department 180 - HUMAN RESOURCES Total:					152.94
Department: 190 - CITY PLANNER					
Outstanding					
CANON FINANCIAL SERVICES, INC	32082370	02/10/2024	CONTRACT/METER USAGE	001-190-604-330	76.34
QUILL CORPORATION	37202990	02/13/2024	ENVELOPES	001-190-604-330	51.18
CADENCE /ELAN VISA	8172090	02/13/2024	APA PLANNING CONFERENCE DANIEL HAVELIN 8172090	001-190-690-553	785.00
PITNEY BOWES PURCHASE POWER	INV0037102	02/16/2024	POSTAGE	001-190-604-330	50.00
ESRI-ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	94668710	02/20/2024	ARCGIS CREDITS BLOCK OF 1000	001-190-918-807	120.00
Outstanding Total:					1,082.52
Department 190 - CITY PLANNER Total:					1,082.52
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
CINTAS	4183474329	02/15/2024	SUPPLIES	001-192-510-220	74.67
CINTAS	4183474351	02/15/2024	SUPPLIES	001-192-510-220	52.96
CINTAS	4184159772	02/22/2024	SUPPLIES	001-192-510-220	94.33
JAN-PRO OF MS	878514	02/22/2024	JANITORIAL SERVICES FOR MARCH 2024	001-192-600-338	1,734.00
FUELMAN / FLEETCOR	NP65987804	02/26/2024	FUEL CHARGES 2/19-2/25/24	001-192-510-204	19.56
ATMOS ENERGY	INV0037110	02/27/2024	MONTHLY USAGE	001-192-625-380	1,587.41
PETTY CASH VOUCHERS	INV0037116	02/28/2024	TRASH BAGS,PAPER TOWELS	001-192-510-220	27.71
Outstanding Total:					3,590.64
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					3,590.64
Department: 197 - ENGINEERING					
Outstanding					
CANON FINANCIAL SERVICES, INC	32082370	02/10/2024	CONTRACT/METER USAGE	001-197-604-330	76.34
PITNEY BOWES PURCHASE POWER	INV0037102	02/16/2024	POSTAGE	001-197-604-330	5.00
Outstanding Total:					81.34
Department 197 - ENGINEERING Total:					81.34
Department: 201 - POLICE DEPARTMENT					
Outstanding					
COMSOUTH	204329	11/30/2023	MAINTENANCE ON UNITS # 7166,5178,7192,3012	001-201-630-360	1,801.00
COMSOUTH	204330	11/30/2023	#G789 SWITCHED LIGHTS,#G818 TRACED LIGHTS WIRED PR	001-201-630-360	875.00
COMSOUTH	204699	11/30/2023	REPAIRS & MAINTENACE ON VIN# 8064,5180,5179	001-201-630-360	750.00
ARMY NAVY PAWN SHOP	12623A	12/06/2023	TAC BOOT W/ZIP	001-201-535-233	80.00
R&M TIRES	1150321	01/12/2024	VIN#5176 OIL CHANGE	001-201-630-360	84.45
AMAZON CAPITAL SERVICES, INC.	1NWR-WNTK-G14G	01/31/2024	PISTOL CASE	001-201-556-251	104.99
AT&T VPN SERVICE	9492575803	02/01/2024	NCIC ROUTER & PORT	001-201-604-330	205.61
PARKER CDJR*	RO206845	02/01/2024	VIN#2620 BATTERY TRANSMITTER & LABOR	001-201-630-360	157.33
EVIDENT CRIME SCENE PRODUCTS	238312A	02/02/2024	PAPER EVIDENCE BAGS/EVIDENCE SEALING TAPE	001-201-556-251	249.41
MID-SOUTH UNIFORM & SUPPLY, INC	646483	02/05/2024	2 TROUSERS, NAME TAPE	001-201-535-233	164.72
EVIDENT CRIME SCENE PRODUCTS	238312B	02/06/2024	EVIDENCE PRO SECURITY BAGS W/ACTSEAL	001-201-556-251	32.00

CLAIMS DOCKET

Post Dates: 2/26/2024 - 2/28/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
EVIDENT CRIME SCENE PRODUCTS	238361A	02/06/2024	EVIDENCE PRO SECURITY BAGS,PAPER EVIDENCE BAGS/TAP	001-201-556-251	182.24
EVIDENT CRIME SCENE PRODUCTS	238361B	02/06/2024	EVIDENCE PRO SECURITY BAGS	001-201-556-251	32.00
R&M TIRES	1150743	02/07/2024	VIN#6795 ALIGNMENT	001-201-630-360	109.99
JOSH HORTON	85281	02/08/2024	REIMBURSE FOR LOWES PURCHASE/OAK DOWELS FOR TRAINI	001-201-556-251	57.59
R&M TIRES	1150803	02/09/2024	VIN#7934 OIL CHANGE	001-201-630-360	91.95
AMAZON CAPITAL SERVICES, INC.	1GQF-J71R-64WW	02/09/2024	FILE FOLDERS,HIGHLIGHTERS,PENS, CD SLEEVES,PADS	001-201-501-200	159.94
SULLIVAN'S OFFICE SUPPLY, INC.	86875	02/09/2024	25 SEL SEALING LAMINATING POUCHES	001-201-501-200	24.10
CANON FINANCIAL SERVICES, INC	32082365	02/10/2024	CONTRACT CHARGE	001-201-635-369	400.00
CANON FINANCIAL SERVICES, INC	32082366	02/10/2024	CONTRACT/METER USAGE	001-201-635-369	56.31
CANON FINANCIAL SERVICES, INC	32082368	02/10/2024	CONTRACT/METER USAGE	001-201-635-369	258.47
CANON FINANCIAL SERVICES, INC	32082369	02/10/2024	CONTRACT/METER USAGE	001-201-635-369	95.48
NOVUS GLASS	15374	02/12/2024	VIN#7164 WINDSHIELD	001-201-630-360	380.00
PARKER CDJR*	206975	02/12/2024	VIN#3012 HEADLAMP	001-201-630-360	135.72
TRI-STARR MUFFLER & BRAKES	362798	02/12/2024	VIN#9749 REPLACED MULTIFUNCTIONAL SWITCH/LABOR	001-201-630-360	305.00
MID-SOUTH UNIFORM & SUPPLY, INC	646660	02/12/2024	NAMEPLATE C BELL	001-201-535-233	27.54
IVY AUTO PARTS, LLC.	725137	02/12/2024	WIPER BLADES & WINDSHIELD WASH	001-201-630-360	27.37
OKTIBBEHA COUNTY COOPERATIVE	973428	02/12/2024	SWAT BOOT	001-201-535-233	124.85
R&M TIRES	1150868	02/13/2024	VIN#9660 OIL CHANGE	001-201-630-360	84.45
FBINAA - FBI NATIONAL ACADEMY	INV0037101	02/13/2024	LEADERSHIP TACTICS TRAINING/BALLARD & LOVELADY	001-201-690-552	775.00
R&M TIRES	1150888	02/14/2024	VIN#6902 OIL CHANGE	001-201-630-360	106.95
R&M TIRES	1150892	02/14/2024	VIN#4659 OIL CHANGE	001-201-630-360	70.95
R&M TIRES	1150899	02/14/2024	TIRES,BRAKE PADS,BRAKE ROTOR,DISPOSAL FEE LABOR	001-201-630-360	1,381.64
BENNY OGLESBY CONTRUCTION LLC	3749	02/14/2024	REPAIR DAMAGES TO SPD BLDG MATERIALS/LABOR	001-201-630-426	675.00
BENNY OGLESBY CONTRUCTION LLC	3750	02/14/2024	INSTALLING HAND RAILS AT EXIT STEPS	001-201-630-426	350.00
TRI-STARR MUFFLER & BRAKES	462701	02/14/2024	VIN#9661 FRONT STRUTS. ALIGNMENT LABOR	001-201-630-360	725.45
AT&T-NCIC MONITOR LINE	INV0037106	02/14/2024	NCIC MONITORING LINE	001-201-604-330	44.53
GTPDD PHARMACY	41865	02/15/2024	J LUCIOUS PRISONER MEDICINE	001-201-541-240	41.20
OKTIBBEHA COUNTY COOPERATIVE	974086	02/15/2024	OIL CHANGE,BLADES SHARPENED FOR MOWER	001-201-545-238	236.30
R&M TIRES	1150958	02/16/2024	VIN#3258 OIL CHANGE & OIL CAP	001-201-630-360	116.19
WATERMARK PRINTERS LLC	16332	02/19/2024	BUSINESS CARDS THOMPSON,SMITH,MORENO,B ROWN,BUSBY	001-201-501-200	145.00
JIM SPENCER	2192024	02/19/2024	TINT RAM TRUCK ALL DOORS/WINDSHIELD	001-201-630-360	390.00
FUELMAN / FLEETCOR	NP65959876	02/19/2024	FUEL CHARGES 2/12-2/18/24	001-201-525-231	3,276.62
ARMY NAVY PAWN SHOP	022024A	02/20/2024	CR123 BATTERIES (3)	001-201-556-251	30.00
AMAZON CAPITAL SERVICES, INC.	1LCQ-LDLM-3LN9	02/20/2024	STYPOS TACTICAL BAG,HDMI CABLE,USB DVD DRIVE	001-201-556-251	76.69

CLAIMS DOCKET

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
UTILITY ASSOCIATES, INC.	44864	02/20/2024	12 EA EOS INTELLIGENT BODY CAM SAAS,HAAS SENSOR HA	001-201-918-801	29,530.48
WALMART- CAPITAL ONE	942526	02/20/2024	HDMI CABLE,TV MOUNT,EXTERNAL HARD DRIVES	001-201-702-261	935.88
DOLAN CONSULTING GROUP, LLC	W1534-0224-0106-0106	02/20/2024	SUPERVISOR LIABILITY FOR TELECOMMUNICATIONS	001-201-690-552	200.00
R&M TIRES	1151045	02/21/2024	VIN#6438 OIL CHANGE	001-201-630-360	120.08
STARKVILLE NARCOTICS	INV0037104	02/21/2024	VARIOUS INFORMANT FEES	001-201-600-304	2,325.00
JEREMY SCOTT LOMAX	810204	02/22/2024	REIMBURSE FUEL ENTERPRISE VEHICLE	001-201-525-231	25.00
WALMART- CAPITAL ONE	942560	02/22/2024	CANON R100 CAMERAS (2) MEMORY CARDS (2)	001-201-702-261	1,051.96
FUELMAN / FLEETCOR	NP65987804	02/26/2024	FUEL CHARGES 2/19-2/25/24	001-201-525-231	2,823.36
STARKVILLE UTILITIES	INV0037111	02/27/2024	MONTHLY USAGE	001-201-625-380	4.76
STARKVILLE NARCOTICS	INV0037115	02/28/2024	VARIOUS INFORMANT FEES	001-201-600-304	775.00

Outstanding Total: 53,290.55

Department 201 - POLICE DEPARTMENT Total: 53,290.55

Department: 245 - DISPATCHERS

Outstanding

AMAZON CAPITAL SERVICES, INC.	13HG-7H4D-NHLQ	02/12/2024	PAPER CLIPS. NOTE PADS	001-245-501-200	21.51
AMAZON CAPITAL SERVICES, INC.	1VYG-9FMT-QDL9	02/12/2024	PENS,LEGAL PADS,POST IT NOTES	001-245-501-200	33.12
SULLIVAN'S OFFICE SUPPLY, INC.	87009	02/15/2024	FILE FOLDERS,INK FOR STAMP,PENS,HIGHLIGHTERS	001-245-501-200	41.78
ART REYES	86028	02/20/2024	REIMBURSE FOR CHAIR ARM REST	001-245-501-200	16.05

Outstanding Total: 112.46

Department 245 - DISPATCHERS Total: 112.46

Department: 246 - CODE ENFORCEMENT

Outstanding

FUELMAN / FLEETCOR	NP65959876	02/19/2024	FUEL CHARGES 2/12-2/18/24	001-246-525-231	71.51
FUELMAN / FLEETCOR	NP65987804	02/26/2024	FUEL CHARGES 2/19-2/25/24	001-246-525-231	54.92

Outstanding Total: 126.43

Department 246 - CODE ENFORCEMENT Total: 126.43

Department: 261 - FIRE DEPARTMENT

Outstanding

AMAZON CAPITAL SERVICES, INC.	1MV1-QKD1-1MC4	02/04/2024	FOG JUICE	001-261-600-390	76.97
CANON FINANCIAL SERVICES, INC	32082364	02/10/2024	CONTRACT/METER USAGE	001-261-604-330	243.45
CLARKE POWER SERVICES, INC	S120015829.01	02/13/2024	REPAIR L2 ENGINE SYSTEM GROUP/TRANSMISSION	001-261-630-360	492.08
WALMART- CAPITAL ONE	650039	02/14/2024	CARPET CLEANER/MIRROR	001-261-558-269	239.80
UPS	54E5Y074	02/17/2024	SHIP PACKAGE	001-261-604-330	26.63
AMAZON CAPITAL SERVICES, INC.	1PWW-DYLF-Q4VH	02/19/2024	AUTO DOOR CLOSER	001-261-558-269	131.67
FUELMAN / FLEETCOR	NP65959876	02/19/2024	FUEL CHARGES 2/12-2/18/24	001-261-525-231	571.44
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17046390	02/21/2024	BOOTS,HELMET,SHIELD,GLOVE S,HOODIES	001-261-730-550	38,287.00
WALMART- CAPITAL ONE	685210	02/21/2024	PHONE FOR ST 3	001-261-555-250	35.88
GATEWAY TIRE & SERVICE CENTER	1018-192757	02/23/2024	TRUCK MOUNT/TIRE DISPOSAL	001-261-630-360	711.68
FUELMAN / FLEETCOR	NP65987804	02/26/2024	FUEL CHARGES 2/19-2/25/24	001-261-525-231	1,020.14
SUNBELT FIRE APPARATUS	00010266	02/27/2024	REPAIRED BOOT COVER & LABOR	001-261-630-360	95.00
O'REILLY AUTO PARTS	0997-350666	02/27/2024	OIL.OIL FILTER,RUBBER PLUGS	001-261-630-360	72.52
O'REILLY AUTO PARTS	0997-350672	02/27/2024	WASHER,NUT	001-261-630-360	7.82
ATMOS ENERGY	INV0037110	02/27/2024	MONTHLY USAGE	001-261-625-380	559.92

CLAIMS DOCKET

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0037111	02/27/2024	MONTHLY USAGE	001-261-625-380	1,171.30
MAXXSOUTH BROADBAND	INV0037109	02/28/2024	FIRE ST 1	001-261-625-380	135.00
Outstanding Total:					43,878.30
Department 261 - FIRE DEPARTMENT Total:					43,878.30

Department: 281 - BUILDING/COMMUNITY DEVELOPMENT

Outstanding

CANON FINANCIAL SERVICES, INC	32082370	02/10/2024	CONTRACT/METER USAGE	001-281-604-330	76.34
NEXTSTEP INNOVATION	NSI25463	02/14/2024	DELL OPTIPLEX (REPLACEMENT COMPUTER)	001-281-630-360	1,295.00
PITNEY BOWES PURCHASE POWER	INV0037102	02/16/2024	POSTAGE	001-281-604-330	20.00
AMAZON CAPITAL SERVICES, INC.	1JPG-MF1D-Q1JM	02/19/2024	PENS,BATTERIES,STENO PADS,NOTEBOOKS,SURGE PROTECTO	001-281-501-200	178.13
FUELMAN / FLEETCOR	NP65959876	02/19/2024	FUEL CHARGES 2/12-2/18/24	001-281-525-231	38.91
Outstanding Total:					1,608.38
Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:					1,608.38

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0037111	02/27/2024	MONTHLY USAGE	001-290-625-380	129.91
Outstanding Total:					129.91
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					129.91

Department: 301 - STREET DEPARTMENT

Outstanding

AMAZON CAPITAL SERVICES, INC.	1NNG-LT9H-CDY9	02/09/2024	RECHARGEABLE BATTERY	001-301-565-272	45.99
APAC-MISSISSIPPI, INC	4000168217	02/14/2024	ASPHALT	001-301-560-270	648.55
UNIFIRST CORPORATION	1830087216	02/15/2024	UNIFORMS	001-301-535-233	146.54
APAC-MISSISSIPPI, INC	4000168423	02/15/2024	ASPHALT	001-301-560-270	661.63
CINTAS	4183474321	02/15/2024	SUPPLIES	001-301-555-250	55.91
APAC-MISSISSIPPI, INC	4000168453	02/16/2024	ASPHALT	001-301-560-270	652.91
CODY BOYD	122022	02/19/2024	CUT LIMBS GREENSBORO ST & FORESTHILL SR	001-301-600-300	2,430.00
FUELMAN / FLEETCOR	NP65959876	02/19/2024	FUEL CHARGES 2/12-2/18/24	001-301-525-231	1,064.65
APAC-MISSISSIPPI, INC	4000168643	02/20/2024	ASPHALT	001-301-560-270	631.76
OKTIBBEHA COUNTY COOPERATIVE	975246	02/20/2024	(3) 2 GALLON SPRAYERS	001-301-555-250	77.97
EAST MISSISSIPPI LUMBER CO.	ENG24018	02/20/2024	2 TREAD 7" RISE 48" WIDE	001-301-560-270	272.60
AUTOZONE	0426926394	02/21/2024	BATTERY FOR TRUCK 704	001-301-630-360	184.99
AUTOZONE	0426926620	02/21/2024	OIL ABSORBANT	001-301-630-360	34.95
NEWELL PAPER COMPANY	3162545	02/21/2024	SHOP TOWELS/MICRO ROLL HAND TOWELS	001-301-555-250	184.44
CINTAS FIRST AID & SAFETY	5198813821	02/21/2024	FIRSTAID CABINET SUPPLIES	001-301-555-250	55.36
MMC MATERIALS, INC.	872794	02/21/2024	CONCRETE MIX	001-301-560-270	756.75
KIMBALL MIDWEST	101943321	02/22/2024	MISC HARDWARE	001-301-630-400	78.07
KIMBALL MIDWEST	101943517	02/22/2024	PIN & LOCK PIN	001-301-630-400	58.70
UNIFIRST CORPORATION	1830088187	02/22/2024	UNIFORMS	001-301-535-233	146.54
APAC-MISSISSIPPI, INC	4000168921	02/22/2024	ASPHALT	001-301-560-270	640.24
CINTAS	4184159711	02/22/2024	SUPPLIES	001-301-555-250	55.91
APAC-MISSISSIPPI, INC	4000168944	02/23/2024	ASPHALT	001-301-560-270	625.40
LOWE'S-STREET	84336	02/23/2024	MARKING PAINT/EXTERNAL LIGHTING	001-301-560-270	250.62
AMAZON CAPITAL SERVICES, INC.	1H93-HWLW-TFN7	02/25/2024	CLIPBOARDS,PENS,TRAS...	001-301-555-250	183.52
G&C SUPPLY CO., INC	6939415	02/26/2024	SIGN CLAMPS & BRACKETS	001-301-565-272	445.60
FUELMAN / FLEETCOR	NP65987804	02/26/2024	FUEL CHARGES 2/19-2/25/24	001-301-525-231	427.29
AUTOZONE	0426931986	02/27/2024	BATTERY	001-301-630-400	148.99
LOWE'S-STREET	94168	02/27/2024	80LB CONCRETE BAGS	001-301-560-270	16.11

CLAIMS DOCKET

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
EAST MISSISSIPPI LUMBER CO.	954-1	02/27/2024	BLEACH,CLEANER,LYSOL,BUCK ET,MOP,BROOM	001-301-555-250	58.24
ATMOS ENERGY	INV0037110	02/27/2024	MONTHLY USAGE	001-301-625-380	1,318.65
STARKVILLE UTILITIES	INV0037111	02/27/2024	MONTHLY USAGE	001-301-625-380	19.78
STARKVILLE UTILITIES	INV0037111	02/27/2024	MONTHLY USAGE	001-301-625-380	412.06
LOWE'S-STREET	96680	02/28/2024	SHOP LIGHT	001-301-691-550	78.41
CADENCE /ELAN VISA	INV0037114	02/28/2024	PART FOR TRUCK SEAT SPEEDIE AUTO SALVAGE	001-301-630-360	400.00

Outstanding Total: 13,269.13

Department 301 - STREET DEPARTMENT Total: 13,269.13

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

CSP SPORTS FACILITIES COMPANIES, LLC	MARCH24	02/26/2024	MARCH 2024 EXPENSE ADVAANCE	001-550-600-297	75,000.00
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Outstanding Total: 75,000.00

Department 550 - PARKS AND REC DEPARTMENT Total: 75,000.00

Fund 001 - GENERAL FUND Total: 262,381.61

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

SUNBELT SEALING INC	1-F	02/02/2024	CLEANING & SEALING ASPHALT CRACKS AND MOBILZATION	015-505-720-805	3,000.00
TITAN AVIATION FUELS	3961299	02/09/2024	100LL AV GAS	015-505-525-232	32,479.64
MAGNOLIA BOTTLED WATER CO	70313	02/20/2024	(3) 5 GALLON WATER BOTTLES & 2 SLEEVES OF CUPS	015-505-541-237	38.00
WALMART- CAPITAL ONE	455219	02/21/2024	COFFEE,MINTS,INVOICE BOOKS,CHAIN	015-505-541-237	118.24
WALMART- CAPITAL ONE	455219	02/21/2024	LUBE,SOAP,TOWELS COFFEE,MINTS,INVOICE BOOKS,CHAIN	015-505-630-400	4.94
LOWE'S- AIRPORT	80795	02/21/2024	LUBE,SOAP,TOWELS 250W LED, SIGN FRAME METAL FOR 18X2	015-505-501-198	23.70
LOWE'S- AIRPORT	80795	02/21/2024	250W LED, SIGN FRAME METAL FOR 18X2	015-505-555-250	8.52
LOWE'S- AIRPORT	80795	02/21/2024	250W LED, SIGN FRAME METAL FOR 18X2	015-505-555-250	23.73
E-FIRE	12479165	02/23/2024	ANNUAL INSPECTION	015-505-630-400	582.05
POWERSTROKE EQUIPMENT SALES & SVC	8165	02/23/2024	DAILY TRENCHER RENTAL	015-505-630-400	185.00
LOWE'S- AIRPORT	92500	02/26/2024	TAPE,CABLE TIES,RUBBER LINERLESS,SWIVEL HASP	015-505-555-250	35.71
STARKVILLE UTILITIES	INV0037111	02/27/2024	MONTHLY USAGE	015-505-625-380	2,566.78

Outstanding Total: 39,066.31

Department 505 - AIRPORT Total: 39,066.31

Fund 015 - AIRPORT FUND Total: 39,066.31

Fund: 016 - RESTRICTED AIRPORT

Department: 515 - RESTRICTED PROJECTS

Outstanding

SUNBELT SEALING INC	1-F	02/02/2024	CLEANING & SEALING ASPHALT CRACKS AND MOBILZATION	016-515-730-671	54,000.00
SUNBELT SEALING INC	1-F	02/02/2024	CLEANING & SEALING ASPHALT CRACKS AND MOBILZATION	016-515-730-672	3,000.00

Outstanding Total: 57,000.00

Department 515 - RESTRICTED PROJECTS Total: 57,000.00

Fund 016 - RESTRICTED AIRPORT Total: 57,000.00

CLAIMS DOCKET

Post Dates: 2/26/2024 - 2/28/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
TERRY'S GARAGE & REPAIRS, LLC	9534	02/02/2024	FUEL/AIR FILTER & OI...	022-322-630-360	377.59
TERRY'S GARAGE & REPAIRS, LLC	9545	02/06/2024	TRUCK 85 SERVICE CALL	022-322-630-360	315.60
HANCOCK EQUIP. & OIL CO. & CLEANING SYS.	011193	02/07/2024	SOAP 100 GALLONS	022-322-555-250	475.00
GATEWAY TIRE & SERVICE CENTER	1018-191975	02/07/2024	TRUCK 40 TIRES	022-322-630-360	733.75
STARKVILLE AUTO PARTS	5151-165421	02/07/2024	SUPPLIES	022-322-555-250	66.85
TERRY'S GARAGE & REPAIRS, LLC	9549	02/07/2024	TRUCK 45 OIL CHANGE,FUEL FILTER,LABOR & SUPPLIES	022-322-630-360	455.38
MHC KENWORTH-TUPELO	T00575600145174	02/07/2024	TANK FUEL ALUM 26"8 FREIGHT	022-322-630-252	2,419.94
UNIFIRST CORPORATION	1830086267	02/08/2024	UNIFORMS	022-322-535-233	281.32
H&R AGRI-POWER	CN50364	02/08/2024	COUPLING	022-322-555-250	94.20
TERRY'S GARAGE & REPAIRS, LLC	9559	02/09/2024	HEADLIGHT REMOVE AND INSTALL TANK SUPPLIES FUEL	022-322-630-252	528.17
TERRY'S GARAGE & REPAIRS, LLC	9563	02/09/2024	TRUCK 39 OIL FILTER, OIL LABOR,SUPPLIES	022-322-630-360	323.12
TERRY'S GARAGE & REPAIRS, LLC	9564	02/09/2024	TOW TRUCK 91 TO SHOP	022-322-630-252	425.00
H&R AGRI-POWER	CN50527	02/09/2024	COUPLING	022-322-555-250	251.22
O'REILLY AUTO PARTS	0997-348235	02/12/2024	DEF	022-322-525-231	649.50
GATEWAY TIRE & SERVICE CENTER	1018-192095	02/12/2024	TRUCK 85 TIRE	022-322-630-360	295.96
GATEWAY TIRE & SERVICE CENTER	1018-192096	02/12/2024	TRUCK 44 2 TIRES	022-322-630-360	860.88
GATEWAY TIRE & SERVICE CENTER	1018-192173	02/12/2024	TRUCK 129 BRAKES	022-322-630-360	161.38
STARKVILLE AUTO PARTS	5151-165494	02/12/2024	6 GAL ANTIFREEZE	022-322-555-250	89.94
RJ YOUNG	6769055	02/12/2024	PRINTER CONTRACT	022-322-604-330	107.76
GATEWAY TIRE & SERVICE CENTER	1018-192266	02/14/2024	TRUCK 45 TIRES	022-322-630-360	746.92
EAST MISSISSIPPI LUMBER CO.	165-1	02/14/2024	LOOSE NUTS,BOLTS,SCREWS	022-322-555-250	14.95
INGRAM EQUIPMENT COMPANY,LLC	P00437	02/14/2024	HOSE FOR TRUCK 95	022-322-630-252	244.57
O'REILLY AUTO PARTS	0997-348624	02/15/2024	BATTERY	022-322-555-250	126.81
UNIFIRST CORPORATION	1830087215	02/15/2024	UNIFORMS	022-322-535-233	357.85
TRI-STATE TRUCKCENTER*	02P105938	02/16/2024	CONTROL VALVE TRUCK 95	022-322-630-252	337.55
GATEWAY TIRE & SERVICE CENTER	1018-192292	02/16/2024	TRUCK 126 TIRES & OIL CHANGE	022-322-630-360	405.55
GATEWAY TIRE & SERVICE CENTER	1018-192314	02/16/2024	TIRES FOR TRUCK 95	022-322-630-252	803.90
GATEWAY TIRE & SERVICE CENTER	1018-192415	02/16/2024	TRUCK 95 TIRE	022-322-630-252	373.46
FUELMAN / FLEETCOR	NP65959876	02/19/2024	FUEL CHARGES 2/12-2/18/24	022-322-525-231	3,311.84
LOWE'S-SANITATION	01715	02/20/2024	LIGHTING	022-322-501-200	74.01
O'REILLY AUTO PARTS	0997-349345	02/20/2024	3 BATTERIES	022-322-555-250	409.35
STARKVILLE AUTO PARTS	5151-165627	02/21/2024	PUSH BUTTON	022-322-555-250	20.96
CADENCE /ELAN VISA	232165	02/23/2024	SWANA MEMEBERSHIP C SMILEY 2019434	022-322-610-350	223.56
CADENCE /ELAN VISA	2795209061663763	02/23/2024	SWANA CONFERENCE REGISTRATION	022-322-610-350	420.00
FUELMAN / FLEETCOR	NP65987804	02/26/2024	FUEL CHARGES 2/19-2/25/24	022-322-525-231	2,946.80
STARKVILLE UTILITIES	INV0037111	02/27/2024	MONTHLY USAGE	022-322-625-380	1,193.47
Outstanding Total:					20,924.11
Department 322 - SANITATION DEPARTMENT Total:					20,924.11
Fund 022 - ENVIRONMENTAL SERVICES Total:					20,924.11

CLAIMS DOCKET

Post Dates: 2/26/2024 - 2/28/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 300 - CAPITAL PROJECTS FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
NEEL-SCHAFER	1094604	02/09/2024	STARKVILLE COMPREHENSIVE ACTION PLAN	300-000-912-809	16,466.89
Outstanding Total:					16,466.89
Department 000 - UNDESIGNATED Total:					16,466.89
Fund 300 - CAPITAL PROJECTS FUND Total:					16,466.89
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS					
Department: 300 - STREET DEPARTMENT					
Outstanding					
NEEL-SCHAFER	1094608	02/09/2024	OLD MAYHEW RD & E LEE INTERSECTION DESIGN	305-300-600-300	1,187.13
Outstanding Total:					1,187.13
Department 300 - STREET DEPARTMENT Total:					1,187.13
Department: 600 - CAPITAL PROJECTS					
Outstanding					
DNA UNDERGROUND LLC	021626	02/23/2024	LAAMPKIN SEWER MANHOLE REPAIR	305-600-912-800	2,950.00
Outstanding Total:					2,950.00
Department 600 - CAPITAL PROJECTS Total:					2,950.00
Fund 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Total:					4,137.13
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)					
Department: 551 - PARK & REC TOURISM					
Outstanding					
COLUMBUS FENCE COMPANY	28764	02/13/2024	MCKEE PARK PICKLEBALL	312-551-901-275	42,545.00
DD CONSULTING	DD24-STARKVILLE-016	02/20/2024	PARK IMPROVEMENT BOND	312-551-600-067	1,200.00
Outstanding Total:					43,745.00
Department 551 - PARK & REC TOURISM Total:					43,745.00
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					43,745.00
Fund: 313 - SPRING/HWY 12 LINKAGE TAP					
Department: 000 - UNDESIGNATED					
Outstanding					
GARVER, LLC	21T32110-7	02/15/2024	SPRING STREET IMPROVEMENTS	313-000-050-311	3,333.33
GARVER, LLC	21T32110-7	02/15/2024	SPRING STREET IMPROVEMENTS	313-000-050-312	3,333.34
Outstanding Total:					6,666.67
Department 000 - UNDESIGNATED Total:					6,666.67
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Outstanding					
GARVER, LLC	21T32110-7	02/15/2024	SPRING STREET IMPROVEMENTS	313-653-903-851	3,333.33
Outstanding Total:					3,333.33
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					3,333.33
Fund 313 - SPRING/HWY 12 LINKAGE TAP Total:					10,000.00

CLAIMS DOCKET

Post Dates: 2/26/2024 - 2/28/2024

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
REGIONS BANK CORPORATE TRUST OPERATIONS	114560	02/06/2024	MS DEV.BANK SPECIAL OBLG. BONDS SERIES 20 BI#9954	375-551-840-877	1,500.00
Outstanding Total:					1,500.00
Department 551 - PARK & REC TOURISM Total:					1,500.00
Fund 375 - PARK AND REC TOURISM Total:					1,500.00
Grand Total:					455,221.05

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	262,381.61	0.00
015 - AIRPORT FUND	39,066.31	0.00
016 - RESTRICTED AIRPORT	57,000.00	0.00
022 - ENVIRONMENTAL SERVICES	20,924.11	0.00
300 - CAPITAL PROJECTS FUND	16,466.89	0.00
305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS	4,137.13	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	43,745.00	0.00
313 - SPRING/HWY 12 LINKAGE TAP	10,000.00	0.00
375 - PARK AND REC TOURISM	1,500.00	0.00
Grand Total:	455,221.05	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-160-698	DONATION POLICE	108.07	0.00
001-000-334-126	POLICE FORFEITED FUN...	553.55	0.00
001-005-054-208	DUE FROM PARKS & REC...	50,386.29	0.00
001-100-610-350	TRAVEL / TRAINING	684.61	0.00
001-100-680-311	PROFESSIONAL SUPPLIES	180.50	0.00
001-110-501-200	SUPPLIES	185.92	0.00
001-110-604-330	POSTAGE / COMMUNIC...	524.08	0.00
001-120-604-330	COMMUNICATIONS	86.35	0.00
001-123-600-300	WEB SITE SVCS, SOFTW...	4,474.31	0.00
001-123-604-330	COMMUNICATIONS	102.70	0.00
001-123-630-400	EQUIPMENT REPAIR & ...	130.97	0.00
001-123-918-807	PHONE SYSTEM	750.00	0.00
001-130-602-301	POLL WORKER / COMMI...	78.15	0.00
001-142-501-200	SUPPLIES/OFFICE EQUI...	116.00	0.00
001-142-600-303	SOFTWARE - CITYWIDE	9,917.91	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	694.17	0.00
001-142-610-350	TRAVEL/TRAINING	356.93	0.00
001-142-620-371	BONDING-CITY EMPLOY...	185.00	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	543.50	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	107.69	0.00
001-180-691-505	PERSONNEL / KRONOS S...	45.25	0.00
001-190-604-330	COPIERS/PHONES/IPADS	177.52	0.00
001-190-690-553	TRAINING	785.00	0.00
001-190-918-807	OFFICE EQUIPMENT/SO...	120.00	0.00
001-192-510-204	CITY HALL VEHICLE EXPE...	19.56	0.00
001-192-510-220	SUPPLIES	249.67	0.00
001-192-600-338	CONTRACT SERVICES	1,734.00	0.00
001-192-625-380	UTILITIES	1,587.41	0.00
001-197-604-330	COMMUNICATIONS	81.34	0.00
001-201-501-200	OFFICE SUPPLIES	329.04	0.00
001-201-525-231	GAS & OIL	6,124.98	0.00
001-201-535-233	UNIFORMS	397.11	0.00
001-201-541-240	PRISONER MEDICAL/SU...	41.20	0.00
001-201-545-238	FIRING RANGE SUPPLIES ...	236.30	0.00
001-201-556-251	POLICE SUPPLIES	764.92	0.00
001-201-600-304	INFORMANT FEES	3,100.00	0.00
001-201-604-330	PHONES/COPIES/POSTA...	250.14	0.00
001-201-625-380	UTILITIES	4.76	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	7,713.52	0.00
001-201-630-426	BUILDING MAINT & REP...	1,025.00	0.00
001-201-635-369	COPIER RENTAL	810.26	0.00
001-201-690-552	POLICE TRAINING/EDUC...	975.00	0.00
001-201-702-261	JOPS	1,987.84	0.00
001-201-918-801	BODY CAMERA PURCHA...	29,530.48	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-245-501-200	SUPPLIES & UNIFORMS -...	112.46	0.00
001-246-525-231	GAS & OIL	126.43	0.00
001-261-525-231	GAS & OIL	1,591.58	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	35.88	0.00
001-261-558-269	BUILDING MAINTENANCE	371.47	0.00
001-261-600-390	FIRE TRAINING	76.97	0.00
001-261-604-330	PHONES/CABLE/INTERN...	270.08	0.00
001-261-625-380	UTILITIES	1,866.22	0.00
001-261-630-360	REPAIRS & MAINT-VEHIC...	1,379.10	0.00
001-261-730-550	FIREFIGHTER ASSISTANT...	38,287.00	0.00
001-281-501-200	OFFICE SUPPLIES	178.13	0.00
001-281-525-231	GAS & OIL	38.91	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	96.34	0.00
001-281-630-360	COMPUTERS, SMALL EQ...	1,295.00	0.00
001-290-625-380	UTILITIES / CODE RED	129.91	0.00
001-301-525-231	GAS & OIL	1,491.94	0.00
001-301-535-233	UNIFORMS	293.08	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	671.35	0.00
001-301-560-270	CONSTRUCTION MATER...	5,156.57	0.00
001-301-565-272	STREETS SIGNS & PAINT	491.59	0.00
001-301-600-300	TREE TRIMMING	2,430.00	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	1,750.49	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	619.94	0.00
001-301-630-400	EQUIPMENT REPAIR & ...	285.76	0.00
001-301-691-550	MISCELLANEOUS	78.41	0.00
001-550-600-297	OPERATING EXPENSE RE...	75,000.00	0.00
015-505-501-198	BUILDING REPAIRS & MA...	23.70	0.00
015-505-525-232	100LL AV GAS PURCHAS...	32,479.64	0.00
015-505-541-237	OPERATING SUPPLIES	156.24	0.00
015-505-555-250	SMALL EQUIPMENT & T...	67.96	0.00
015-505-625-380	UTILITIES	2,566.78	0.00
015-505-630-400	EQUIPMENT REPAIR & ...	771.99	0.00
015-505-720-805	CAP OUTLAY-GRANT MA...	3,000.00	0.00
016-515-730-671	3-28-0068-029-2023 FAA...	54,000.00	0.00
016-515-730-672	3-28-0068-029-2023 M...	3,000.00	0.00
022-322-501-200	OFFICE SUPPLIES	74.01	0.00
022-322-525-231	GAS & OIL	6,908.14	0.00
022-322-535-233	UNIFORMS	639.17	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	1,549.28	0.00
022-322-604-330	COPIER, PHONES, RADIOS	107.76	0.00
022-322-610-350	TRAVEL / TRAINING / DU...	643.56	0.00
022-322-625-380	UTILITIES	1,193.47	0.00
022-322-630-252	VEHICLE R&M - COMME...	5,132.59	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	4,676.13	0.00
300-000-912-809	SAFE STREETS 4 ALL CO...	16,466.89	0.00
305-300-600-300	PROFESSIONAL SERVICES	1,187.13	0.00
305-600-912-800	2023 STREET IMPROVE...	2,950.00	0.00
312-551-600-067	MCKEE - PROFESSIONAL ...	1,200.00	0.00
312-551-901-275	MCKEE PARK PICKLEBALL...	42,545.00	0.00
313-000-050-311	DUE FROM OKTIBBEHA ...	3,333.33	0.00
313-000-050-312	DUE FROM MSU	3,333.34	0.00
313-653-903-851	SPRING/HWY 12 LINKAG...	3,333.33	0.00
375-551-840-877	PAYING AGENT FEES	1,500.00	0.00
Grand Total:		455,221.05	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	451,071.05	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
305600912800	2,950.00	0.00
312551600067	1,200.00	0.00
Grand Total:	455,221.05	0.00



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

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

Connor Carraway

Connor Carraway
Accounting & Finance Manager
Starkville Utilities

STARKVILLE UTILITIES				ACCOUNTS PAYABLE LISTING				UNPAID INVOICES				PAGE	
PRG. ACTPAYLT				FOR: 03/06/24 ACCOUNT 23200								02/28/24 07:31 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: 95 2 LADIES PROMO													
1336	02/26/24	12035	Uniforms		03/06/24	384.86	.00	ACH					
					VENDOR TOTAL:	384.86							
VENDOR: 110 ARKANSAS ELECTRIC													
03100131	02/26/24	11946	Materials		03/06/24	2640.00	.00	ACH					
					VENDOR TOTAL:	2640.00							
VENDOR: 116 AMAZON CAPITAL SERVICES													
1F19-NKFR-H9QR	02/26/24	12040	Supplies		03/06/24	43.35	.00	ACH					
1XT7-WWJD-Y31H	02/26/24	12068			03/06/24	340.26	.00	CHK					
					VENDOR TOTAL:	383.61							
VENDOR: 123 ATCO INTERNATIONAL													
I0625340	02/26/24	11990	Supplies		03/06/24	121.35	.00	ACH					
I0635175	02/21/24	11990	Supplies		03/06/24	283.50	.00	ACH					
					VENDOR TOTAL:	404.85							
VENDOR: 124 ATMOS ENERGY													
3012612404-0224	02/26/24	12003	Utility Bill		03/06/24	1733.89	.00	ACH					
					VENDOR TOTAL:	1733.89							
VENDOR: 131 ALTEC INDUSTRIES, INC.													
51373035	02/21/24	12067	Maintenance		03/06/24	191.82	.00	ACH					
					VENDOR TOTAL:	191.82							
VENDOR: 144 ANIXTER, INC.													
5368155-02	02/26/24	10544	Materials		03/06/24	15960.00	.00	ACH					
5368155-03	02/26/24	10544	Materials		03/06/24	95760.00	.00	ACH					
5951218-00	02/26/24	12062	Materials		03/06/24	774.00	.00	ACH					
					VENDOR TOTAL:	112494.00							

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 198 BRISLIN, INC.										
240138	02/26/24	11730 Maintenance		03/06/24	1375.00	.00	ACH			
240246	02/26/24	11730 Maintenance		03/06/24	161.00	.00	ACH			
				VENDOR TOTAL:	1536.00					
VENDOR: 317 CHRIS MITCHELL MANAGEMENT										
059	02/26/24	11582 Management Consultant Fees		03/06/24	4200.00	.00	ACH			
				VENDOR TOTAL:	4200.00					
VENDOR: 348 DELL MARKETING L.P.										
10678460621	02/26/24	11306 Computer		03/06/24	1542.43	.00	ACH			
				VENDOR TOTAL:	1542.43					
VENDOR: 400 IVY AUTO PARTS										
725286	02/26/24	12072 Maintenance		03/06/24	77.94	.00	ACH			
725411	02/26/24	12080 Maintenance		03/06/24	23.99	.00	ACH			
				VENDOR TOTAL:	101.93					
VENDOR: 510 EDWARD KEMP										
012924-013124	02/20/24	0 Travel - VPPLA Knoxville TN		03/06/24	996.60	.00	ACH			
				VENDOR TOTAL:	996.60					
VENDOR: 604 FASTENAL COMPANY										
MSSTA106185	02/26/24	11898 Materials		03/06/24	316.00	.00	ACH			
				VENDOR TOTAL:	316.00					
VENDOR: 616 FUELMAN										
NP65936912	02/26/24	12006 Fuel		03/06/24	2114.02	.00	CHK			
NP65959876	02/26/24	12006 Fuel		03/06/24	1678.96	.00	CHK			
				VENDOR TOTAL:	3792.98					
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.										
50026845-00	02/26/24	12061 Materials		03/06/24	480.00	.00	ACH			
				VENDOR TOTAL:	480.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAYD/VOID DATE	CHECK/ ACH SEQ
VENDOR:	801	QUADIENT FINANCE USA INC.								
022624	02/26/24	11991 Postage		03/06/24	248.00	.00	CHK			
		VENDOR TOTAL:			248.00					
VENDOR:	1010	JT RAY COMPANY								
240215-0528	02/26/24	12017 Copier Service		03/06/24	73.25	.00	ACH			
240215-0529	02/26/24	12017 Copier Service		03/06/24	299.53	.00	ACH			
240215-0530	02/26/24	12017 Copier Service		03/06/24	30.00	.00	ACH			
240215-0533	02/26/24	12016 Copier Service		03/06/24	245.42	.00	ACH			
		VENDOR TOTAL:			648.20					
VENDOR:	1205	LOWE'S								
901598-MNCLSG	02/26/24	12091 Maintenance		03/06/24	102.90	.00	CHK			
		VENDOR TOTAL:			102.90					
VENDOR:	1287	MAXXSOUTH BROADBAND								
02132024	02/26/24	12007 Internet		03/06/24	69.00	.00	CHK			
		VENDOR TOTAL:			69.00					
VENDOR:	1361	M & M PROSAFETY SUPPLY								
03275	02/26/24	12084 Safety Supplies		03/06/24	491.84	.00	ACH			
		VENDOR TOTAL:			491.84					
VENDOR:	1400	NESCO								
S2641538.001	02/26/24	12037 Materials		03/06/24	495.78	.00	ACH			
S2643009.001	02/26/24	12048 Uniforms		03/06/24	274.90	.00	ACH			
S2643131.001	02/26/24	12051 Uniforms		03/06/24	3191.35	.00	ACH			
S2644818.001	02/26/24	12051 Uniforms		03/06/24	468.23	.00	ACH			
		VENDOR TOTAL:			4430.26					
VENDOR:	1525	OKTIBBEHA CO. CO-OP								
973347	02/26/24	12045 Uniforms		03/06/24	260.56	.00	ACH			
973930	02/26/24	12076 Maintenance		03/06/24	91.96	.00	ACH			
974447	02/26/24	12045 Uniforms		03/06/24	115.56	.00	ACH			
974450	02/26/24	12045 Uniforms		03/06/24	145.00	.00	ACH			
976136	02/26/24	12045 Uniforms		03/06/24	221.21	.00	ACH			

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 03/06/24 ACCOUNT 23200					4	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	CHECK/ACH SEQ
VENDOR:			VENDOR TOTAL:		834.29				
13537116	02/26/24	12018 Surety Bond		03/06/24	175.00	.00	CHK		
VENDOR:			VENDOR TOTAL:		175.00				
INV-MC-0016086	02/26/24	0 Billing services		03/06/24	42625.13	.00	ACH		
VENDOR:			VENDOR TOTAL:		42625.13				
2768	02/21/24	12011 ROW Clearing		03/06/24	1568.40	.00	ACH		
2769	02/21/24	12011 ROW Clearing		03/06/24	5800.80	.00	ACH		
2770	02/21/24	12011 ROW Clearing		03/06/24	4422.00	.00	ACH		
2771	02/26/24	12011 ROW Clearing		03/06/24	1568.40	.00	ACH		
2772	02/26/24	12011 ROW Clearing		03/06/24	5800.80	.00	ACH		
2773	02/26/24	12011 ROW Clearing		03/06/24	4562.80	.00	ACH		
VENDOR:			VENDOR TOTAL:		23723.20				
20242226	02/26/24	12069 Crusher Run		03/06/24	2501.15	.00	ACH		
VENDOR:			VENDOR TOTAL:		2501.15				
3007153787	02/21/24	12081 Maintenance		03/06/24	675.00	.00	ACH		
3007325509	02/21/24	12081 Maintenance		03/06/24	675.00	.00	ACH		
3007492279	02/21/24	12081 Maintenance		03/06/24	675.00	.00	ACH		
VENDOR:			VENDOR TOTAL:		2025.00				
INV0103064	02/26/24	0 Job Advertisements		03/06/24	75.00	.00	ACH		
VENDOR:			VENDOR TOTAL:		75.00				
1653964073	02/21/24	0 Supplies		03/06/24	223.12	.00	CHK		
VENDOR:			VENDOR TOTAL:		223.12				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2303	WATERMARK	PRINTERS								
16330	02/26/24	12073	Supplies		03/06/24	336.00	.00	ACH			
			VENDOR TOTAL:			336.00					
VENDOR:	99009991	FIRST NATL BANK	CLARKSDALE								
12/31/23	02/20/24	0	Bond Paying Agent Fees		03/06/24	1940.00	.00	CHK			
			VENDOR TOTAL:			1940.00					
			GRAND TOTAL:			211647.06					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		RUN DATE		PAGE	
PRG. ACTPAYLT			FOR: 03/06/24 ACCOUNT 23110					02/28/24		1	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ
VENDOR: 5 H&R AGRI-POWER											
CN50711	02/21/24	8488 Maintenance		03/06/24	104.25	.00	CHK				
				VENDOR TOTAL:	104.25						
VENDOR: 76 APAC MISSISSIPPI, INC.											
4000168007	02/21/24	8400 Asphalt		03/06/24	636.00	.00	ACH				
				VENDOR TOTAL:	636.00						
VENDOR: 124 ATMOS ENERGY											
3020752702-2/24	02/26/24	8401 Utility Bill		03/06/24	112.88	.00	ACH				
				VENDOR TOTAL:	112.88						
VENDOR: 186 BRENNTAG MID-SOUTH											
BMS603130	02/26/24	8436 Chemicals		03/06/24	1059.00	.00	ACH				
BMS608064	02/26/24	8436 Chemicals		03/06/24	1278.00	.00	ACH				
				VENDOR TOTAL:	2337.00						
VENDOR: 194 AUTOZONE											
0126928504	02/26/24	8557 Maintenance		03/06/24	117.11	.00	ACH				
0426921238	02/21/24	8486 Maintenance		03/06/24	184.99	.00	ACH				
0426928144	02/26/24	8552 Maintenance		03/06/24	166.59	.00	ACH				
				VENDOR TOTAL:	468.69						
VENDOR: 202 BELL BUILDING SUPPLY											
395764	02/21/24	8482 Materials		03/06/24	56.25	.00	ACH				
396424	02/26/24	8498 Tools		03/06/24	42.99	.00	ACH				
396493	02/26/24	8512 Materials		03/06/24	15.53	.00	ACH				
				VENDOR TOTAL:	114.77						
VENDOR: 204 BILL YOUNG											
470	02/26/24	8447 Maintenance		03/06/24	4845.00	.00	ACH				
471	02/26/24	8448 Maintenance		03/06/24	1353.00	.00	ACH				
472	02/26/24	8449 Maintenance		03/06/24	4870.00	.00	ACH				
				VENDOR TOTAL:	11068.00						

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 220 CENTRAL PIPE SUPPLY										
S100353568.002	02/20/24	8175 Materials		03/06/24	2988.90	.00	ACH			
S100361445.001	02/26/24	8419 Materials		03/06/24	913.00	.00	ACH			
S1003628299.001	02/26/24	8466 Materials		03/06/24	5049.00	.00	ACH			
VENDOR TOTAL:					8950.90					
VENDOR: 315 CLEARWATER CONSULTANTS, INC.										
101.52401	02/26/24	7737 Engineering Services		03/06/24	8255.00	.00	ACH			
101212401	02/26/24	8587 Engineering Services		03/06/24	8500.00	.00	ACH			
VENDOR TOTAL:					16755.00					
VENDOR: 348 DELL MARKETING LP										
10678183062	02/26/24	7562 IT Supplies		03/06/24	154.79	.00	ACH			
VENDOR TOTAL:					154.79					
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY										
3140373-000-000	02/20/24	8481 Materials		03/06/24	2430.00	.00	ACH			
3140374-000-000	02/20/24	8481 Materials		03/06/24	1920.00	.00	ACH			
MS031152	02/21/24	8446 Materials		03/06/24	318.00	.00	ACH			
MS031153	02/21/24	8468 Materials		03/06/24	240.00	.00	ACH			
MS031154	02/21/24	8471 Materials		03/06/24	759.90	.00	ACH			
MS031155	02/21/24	8469 Materials		03/06/24	664.00	.00	ACH			
MS031195	02/26/24	8468 Materials		03/06/24	240.00	.00	ACH			
MS031198	02/26/24	8469 Materials		03/06/24	222.00	.00	ACH			
VENDOR TOTAL:					6793.90					
VENDOR: 604 FASTENAL										
MSSTA106098	02/26/24	8426 Safety Supplies		03/06/24	443.52	.00	ACH			
VENDOR TOTAL:					443.52					
VENDOR: 605 FERGUSON ENTERPRISES LLC										
0812536	02/26/24	8445 Materials		03/06/24	1110.00	.00	ACH			
0812770	02/26/24	8445 Materials		03/06/24	1500.00	.00	ACH			
0812833	02/26/24	8458 Materials		03/06/24	1320.00	.00	ACH			
VENDOR TOTAL:					3930.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
1018-192627	691	GATEWAY TIRE&SERVICE CENTER								
	02/26/24	8506 Maintenance		03/06/24	699.04	.00	ACH			
	VENDOR TOTAL:				699.04					
VENDOR:										
159003	733	HILL MANUFACTURING								
	02/21/24	8119 Chemicals		03/06/24	451.11	.00	ACH			
	VENDOR TOTAL:				451.11					
VENDOR:										
175878	765	HYDRA SERVICE, INC.								
175881	02/26/24	5424 Pump Supplies		03/06/24	437.00	.00	ACH			
175882	02/26/24	5425 Pump Supplies		03/06/24	1166.00	.00	ACH			
	02/26/24	5422 Pump Supplies		03/06/24	506.00	.00	ACH			
	VENDOR TOTAL:				2109.00					
VENDOR:										
240215-0532	1010	JT RAY CO								
	02/26/24	8404 Copier Service		03/06/24	160.04	.00	ACH			
	VENDOR TOTAL:				160.04					
VENDOR:										
8475	1205	LOWE'S								
984332-MOKLLV	02/20/24	8475 Materials		03/06/24	13.74	.00	CHK			
984914-MMINCI	02/26/24	8553 Materials		03/06/24	37.48	.00	CHK			
	02/20/24	8474 Tools		03/06/24	63.12	.00	CHK			
	VENDOR TOTAL:				114.34					
VENDOR:										
03269	1361	M & M PROSAFETY SUPPLY								
	02/21/24	8463 Safety Supplies		03/06/24	267.40	.00	ACH			
	VENDOR TOTAL:				267.40					
VENDOR:										
972957	1525	OKTIBBEHA COUNTY COOP								
973382	02/26/24	8457 Uniforms		03/06/24	89.60	.00	ACH			
973935	02/26/24	8457 Uniforms		03/06/24	139.78	.00	ACH			
974389	02/26/24	8457 Uniforms		03/06/24	145.00	.00	ACH			
975240	02/26/24	8490 Top Soil		03/06/24	70.00	.00	ACH			
975408	02/26/24	8492 Maintenance		03/06/24	29.97	.00	ACH			
	02/26/24	8495 Top Soil		03/06/24	35.00	.00	ACH			
	VENDOR TOTAL:				509.35					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 8141	1623	POWERSTROKE EQUIPMENT, INC								
	02/21/24	8485 Maintenance		03/06/24	55.99	.00	ACH			
		VENDOR TOTAL:			55.99					
VENDOR: 00617458	1800	RACKLEY OIL, INC.								
	02/26/24	8491 Supplies		03/06/24	1262.25	.00	ACH			
		VENDOR TOTAL:			1262.25					
VENDOR: 5151-165545	1905	STARKVILLE AUTO PARTS								
	02/21/24	8487 Maintenance		03/06/24	26.04	.00	CHK			
		VENDOR TOTAL:			26.04					
VENDOR: 20242230 20242232	1917	RONNIE JONES CONST, INC.								
	02/26/24	8489 Crusher Run		03/06/24	1272.15	.00	ACH			
	02/26/24	8516 Crusher Run		03/06/24	2926.50	.00	ACH			
		VENDOR TOTAL:			4198.65					
VENDOR: 29626	1920	CANNON FORD LINCOLN OF STARK								
	02/26/24	8541 Maintenance		03/06/24	450.00	.00	ACH			
		VENDOR TOTAL:			450.00					
VENDOR: 300247061	1932	STARKVILLE DAILY NEWS								
	02/26/24	8567 Advertising		03/06/24	39.20	.00	ACH			
		VENDOR TOTAL:			39.20					
VENDOR: 2024-01	1943	SOUTHERN TELECOMMUNICATIONS								
	02/26/24	8405 Phone Bill		03/06/24	158.56	.00	CHK			
		VENDOR TOTAL:			158.56					
VENDOR: 03137528 03137529 03137530 03137531	2001	TAYLOR POWER SYSTEMS INC.								
	02/26/24	8095 Maintenance		03/06/24	239.00	.00	ACH			
	02/26/24	8095 Maintenance		03/06/24	239.00	.00	ACH			
	02/26/24	8095 Maintenance		03/06/24	270.00	.00	ACH			
	02/26/24	8095 Maintenance		03/06/24	270.00	.00	ACH			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
03138119	02/26/24	8095	Maintenance		03/06/24	299.50	.00	ACH			
VENDOR TOTAL:						1317.50					
VENDOR: 2104 UPS											
000024W1X6054	02/21/24	8406	Postage		03/06/24	48.94	.00	CHK			
000024W1X6064	02/21/24	8406	Postage		03/06/24	48.98	.00	CHK			
VENDOR TOTAL:						97.92					
VENDOR: 2111 USA BLUEBOOK											
INV00262369	02/20/24	8425	Chemicals		03/06/24	185.90	.00	ACH			
INV00263706	02/20/24	8195	Pump		03/06/24	4767.30	.00	ACH			
INV00264195	02/20/24	8442	Safety Supplies		03/06/24	323.81	.00	ACH			
INV00269993	02/20/24	8425	Chemicals		03/06/24	92.95	.00	ACH			
VENDOR TOTAL:						5369.96					
VENDOR: 2202 WAYPOINT ANALYTICAL											
1080423	02/26/24	8407	Testing		03/06/24	312.00	.00	ACH			
1080530	02/26/24	8407	Testing		03/06/24	312.00	.00	ACH			
VENDOR TOTAL:						624.00					
VENDOR: 2319 WESCO											
5842782-00	02/26/24	8097	Materials		03/06/24	3345.00	.00	ACH			
VENDOR TOTAL:						3345.00					
VENDOR: 9909857 MITCHELL, MCNUTT & SAMS PA											
479095	02/26/24	7871	Legal Services		03/06/24	361.00	.00	CHK			
VENDOR TOTAL:						361.00					
GRAND TOTAL:						73486.05					



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Police and City Hall
AGENDA DATE: 2-23-2023
PAGE: 1

SUBJECT: Request approval to renew a revised Mechanical Service Agreements with Brislin, Inc for City Hall for inspections and maintenance of all HVAC equipment.

AMOUNT & SOURCE OF FUNDING: City Hall budgeted expense:001-192-630-403 Building Maintenance

**REQUESTING
DEPARTMENTS:** CCO

**DIRECTOR'S
AUTHORIZATION:** City Clerk Lesa Hardin

City Hall contract is being renewed at annual cost of \$4,900.00 (\$100 per year increase from previous year)

AUTHORIZATION HISTORY:

SUGGESTED MOTION: Request approval to renew a revised Mechanical Service Agreements with Brislin, Inc for City Hall for inspections and maintenance of all HVAC equipment.

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO:

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

BY:

BRISLIN, INC.
4051 Military Road
Columbus, MS 39705

FOR:

HVAC Services from
March 1, 2024 to February 28, 2025



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

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

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

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

YOU AGREE TO:

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

EXCLUSIONS:

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

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in March 2024 and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

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

Your cost of this Maintenance Agreement: \$4,900.00 per year plus tax;

Payable in four (4) equal amounts of \$1,225.00 per service, plus tax.

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

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

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

Your approval:

Signature: _____

Printed: _____

Title: _____

Date: _____

HVAC MAINTENANCE / INSPECTION CHECKLIST



CUSTOMER: STARKVILLE CITY HALL
ADDRESS: 110 WEST MAIN STREET
CITY/STATE: STARKVILLE, MS
CONTACT: LESA HARDIN 662-323-2525 EXT: 3117
NOTES: 7 UNITS – APRIL SERVICE – 1ST MSA
L.S. ON: 01/11/24 **WO#**

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

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

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

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

REMARKS:

CUSTOMER'S SIGNATURE	DATE	SERVICE MANAGER
TECHNICIAN'S SIGNATURE	DATE	SCHEDULED DATE

DATE:

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



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

**AGENDA ITEM DEPT.:
AGENDA DATE: 2/7/23
PAGE: 1**

SUBJECT: Consideration to approve to add a vehicle ending in VIN #0654, to the list of City of Starkville unmarked cars for Fiscal Year 2024 under Section 25-1-87.

AMOUNT & SOURCE OF FUNDING N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

Board approved 4/4/23, add vehicle VIN # 0654

REQUESTING

DEPARTMENT: Finance and Administration

DIRECTOR'S

AUTHORIZATION: Lesa Hardin, City Clerk/CFO
662-323-2525 ext. 3117

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval of City of Starkville unmarked cars for Fiscal Year 2024. Approval as required by MS Code 25-1-87.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATED: March 5, 2024

Page: 1

SUBJECT:

Request authorization to extend Jillian Dutcher as the temporary full-time Deputy Court Clerk in the Municipal Court Department until June 27, 2024.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt Salary of \$17,160 (\$16.50 per hour) for a period of six months based on 1040 hours.

FISCAL NOTE:

Budgeted from line item # 001-110-420-105

AUTHORIZATION HISTORY:

On August 15, 2023, the Board approved to hire Jillian Dutcher as the temporary full-time Deputy Court Clerk in the Municipal Court Department for a period of six months.

Municipal Court is short one full-time employee and until that position is filled, Ms. Dutcher is needed on a full-time basis to keep up with the backflow of dockets and filing.

REQUESTING DEPARTMENT:

Municipal Court

DIRECTOR'S AUTHORIZATION:

Monica Lairy, Municipal Court Clerk

FOR MORE INFORMATION CONTACT:

Monica Lairy, Municipal Court Clerk
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to extend Jillian Dutcher as the temporary full-time Deputy Court Clerk in the Municipal Court Department until June 27, 2024.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 05, 2024
Page: 1

SUBJECT:

Consideration of the discipline recommended by Sanitation Director Chris Smiley as a result of I.A.#03052024 for a Starkville Sanitation Worker.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Documentation Provided

REQUESTING DEPARTMENT:

Sanitation Department
Human Resources Department

DIRECTOR'S AUTHORIZATION:

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

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval of the discipline recommended by Sanitation Director Chris Smiley as a result of I.A.#03052024 for a Starkville Sanitation Worker.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 05 March 2024
PAGE: 1 of 3

SUBJECT: Discussion and Consideration to purchase Youth Baseball and Softball uniforms from the lowest quote from Rex Sports in the amount of \$15,215.25.

AMOUNT & SOURCE OF FUNDING:

Starkville Parks and Recreation – O&M

FISCAL NOTE: Two Quotes: Rex Sports - \$15,215.25 and Custom Ink - \$19,091.52

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherty@sportsfacilities.com

SUGGESTED MOTION: Authorization to purchase.



Your Team Behind the Team

75 Col John Pitchford Pkwy Natchez, MS, 39120-5380
6014427911

QUOTE

Quote No: RTC10133
Date: 02/27/2024

For: Starkville Parks and Recreation
kliddell@sportsfacilities.com
Starkville Parks and Recreation
Attn: Kristi Liddell
405 Lynn Lane
Starkville, MS 39795
662-323-2294

COACH ORSINI
SPORT LEAGUE BASEBALL/SOFTBALL
SALES REP BOBBY

Code	Description	Quantity	Rate	Amount
PERFORMANCE TEE	PERFORMANCE TEE ** PRINT SPONSOR NAME - PLAYER NUMBER	947	\$7.75	\$7,339.25
ADJUSTABLE CAP	ADJUSTABLE CAP ** EMBROIDERY - STARKVILLE "S"	667	\$8.00	\$5,336.00
ADJUSTABLE VISOR	ADJUSTBALE VISOR ** EMBROIDERY - STARKVILLE "S"	280	\$8.00	\$2,240.00
FR	FACTORY DIRECT FREIGHT	1	\$300.00	\$300.00
Subtotal				\$15,215.25
TAX 0%				\$0.00
Total				\$15,215.25
Total				\$15,215.25

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Want to ship to multiple addresses?
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Sport-Tek Competitor Performance Shirt

White | Printing
Qty 947 @ \$11.66 each
YS 100 YXS 100 YM 200 YL 100 YXL 100 S 100 M 100 L 100 XL 47
[Edit Sizes](#) | [Remove](#)
Numbers: 0 Numbers

\$11,042.02

Shipping Speed

- ☐ Super Rush - Add 30%
Get it by end of day **Mon 3/4/2024**
- Order by 2PM ET Wednesday
- ☐ Rush - Add 15%
Get it by **Tue 3/5/2024**
- ☒ Standard - FREE!
Get it by **Tue 3/12/2024**

Qty 947
Subtotal \$11,042.02
Delivery \$0.00

Order Summary

Subtotal (Qty 1,894) \$19,091.52
Delivery \$0.00
Shipping to Starkville, MS change
Tax (MS) Calculated at Checkout
[Apply tax exemption](#)
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Total \$19,091.52

Proceed to Checkout



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we'll make it right.

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Valucap Blo-Washed Hat

White | Embroidery
Qty 947 @ \$8.50 each
Youth 500 Adult 447
[Edit Sizes](#) | [Add Another Color](#) | [Remove](#)

\$8,049.50



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 05 March 2024
PAGE: 1 of 3

SUBJECT: Discussion and Consideration to purchase lowest quote from GTO Golf Kars in the amount of \$18,500 for 2 gas powered golf carts.

AMOUNT & SOURCE OF FUNDING:

375-551-907-943 Capital Purchases

FISCAL NOTE:

Two quotes received: saferwholesale.com - \$28,399.90 and GTO Golf Karts - \$18,500.00

Cost to Rent Golf Cart:

- \$550 per cart per weekend for (1)
- \$1000 per cark per weekend for (2)

Number of Weekends Scheduled: 40

Rent for 1 year:

- (1) Cart would be \$22000
- (2) Carts would be \$35000

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherty@sportsfacilities.com

SUGGESTED MOTION: Authorization to purchase.



GTO Golf Kars Gary Gardner

17783 US Hwy 82
Mathiston, MS 39752

Estimate

Date	Estimate #
2/13/2024	719

Name / Address

Starkville Parks and Rec
405 Lynn Lane
Starkville, Ms 39759
662-722-0285
662-242-1967-Jo Dan

Project

Description	Qty	Rate	Project	Total
2024 Gas Golf Cart Quietec Rear Seat	2	9,250.00		18,500.00T
Thank you, Gary Gardner 662-552-2138		Subtotal \$18,500.00		
		Sales Tax (0.0%) \$0.00		
		Total \$18,500.00		



1-866-606-3991 4.8★★★★

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ITEM DESCRIPTION

EACH

QTY

TOTAL



New 4 Seater Electric Golf
Cart Hybrid UTV HJS 60v
Electric EV5 UTV Utility
Vehicle - Blue
[+] View list of options I
selected

\$9,927.80

2

\$19,855.60



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Coupon code? Enter it here:

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[RECALCULATE](#)

Tax: \$0.00

Total: **\$19,855.60**

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**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 05 March 2024
PAGE: 1 of 3

SUBJECT: Discussion and Consideration to amend the existing contract to add 1 perry weather emergency speaker for the Cornerstone Park in the amount of \$4800.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

Perry weather was installed at Cornerstone and Sportsplex. A single quad currently doesn't have a notification system in it making it difficult to hear emergency announcements during activities.

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION: Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherly@sportsfacilities.com

SUGGESTED MOTION: Authorization to purchase.



City of Starkville - 1 Additional Outdoor Warning System

City of Starkville
110 W Main St
Starkville, MS 39759

Reference: 20240222-130619911
Quote created: February 22, 2024
Quote expires: May 22, 2024

Brandon Doherty
bdoherty@sportsfacilities.com
3152226745

Products & Services

Name	Qty	Unit price	Total
Software + Outdoor Warning System (OWS) Subscription Bundle	1	\$3,250.00 / year	\$2,850.00 / year after \$400.00 discount for 5 years
SOFTWARE:			
- 10 Users w/ mobile app + computer dashboard			
- Custom text alerts for heat, lightning, etc.			
- 24/7 Meteorologist support (call, text, and email)			
- Widget for website, TV, etc.			
- Mass Notify feature			
- Monitor each facility separately			
- GPS Specific alerts as you travel			
OUTDOOR WARNING SYSTEM:			
- Automated and Manually triggered			
- Custom text-to-speech PA			
- Full Control of Active Siren Days/Times			
- Flashing Strobe Light			
- Hardwired power. Solar Available Upon Request			
- Cellular Connection			
Shipping, per Unit	1	\$350.00	\$350.00
Full Service Installation, Per Unit	1	\$1,600.00	\$1,600.00

Subtotals

Annual subtotal	\$2,850.00
	after \$400.00 discount
One-time subtotal	\$1,950.00
Total	
\$4,800.00	

Important Notes: Customer is responsible for providing a lift or bucket truck if needed for hardware installation (if applicable). Quote does not include any applicable taxes. Tax exemption certificates may be emailed to billing@perryweather.com.

Questions? Contact me

Natalie Tirrill, Account Executive
natalie@perryweather.com, +16156243547



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: March 5, 2024
PAGE: 1 of

SUBJECT: Requesting Authorization to declare the listed Starkville Police Department vehicle as surplus and advertise for sale to the highest bidder on govdeals.com, discard, or sell directly to a scrap dealer.

AMOUNT & SOURCE OF FUNDING

2010 Ford Crown Victoria 2FABP7BVAX117329

LINE ITEM:

FISCAL NOTE:

AUTHORIZATION HISTORY:

N/A

REQUESTING

DEPARTMENT: Starkville Police Department

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT: Starkville Police Department 662-323-4131

SUGGESTED MOTION:

Move for approval to declare the listed Starkville Police Department vehicle as surplus and advertise for sale to the highest bidder on govdeals.com, discard, or sell directly to a scrap dealer.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: March 5, 2024
PAGE: 1 of 3**

SUBJECT:

Request approval for Cpl. Angelica Colbert and CSI Shanna Cunningham to attend the Basic Bloodstain Pattern Analysis course instructed by Forensic Pieces Training & Consulting. The course will take place from 3/18/2024 – 3/22/2024 in Hoover, Alabama at the Hoover Police Department.

AMOUNT & SOURCE OF FUNDING:

Forensic Pieces Training & Consulting (Colbert) -----	\$675.00
Forensic Pieces Training & Consulting (Cunningham)-----	\$675.00
Hotel (Colbert) -----	\$650.00
Hotel (Cunningham)-----	\$650.00
Total -----	\$2,650.00

LINE ITEM

Police Training, Education, Travel
#001-201-690-552

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval for Cpl. Angelica Colbert and CSI Shanna Cunningham to attend the Basic Bloodstain Pattern Analysis course instructed by Forensic Pieces Training & Consulting. The course will take place from 3/18/2024 – 3/22/2024 in Hoover, Alabama at the Hoover Police Department.

FORENSIC PIECES

TRAINING & CONSULTING

www.forensicpieces.com

COST: \$675 PER STUDENT
PLEASE MAKE CHECKS PAYABLE TO: FORENSIC PIECES
MAJOR CREDIT CARDS ACCEPTED
TIN# 900496490
FAX/MAIL TO FORENSIC PIECES (CONTACT INFO BELOW)

REGISTRATION FORM

NAME: _____
TITLE: _____
AGENCY: _____
ADDRESS: _____
CITY: _____
STATE/ZIP: _____
PHONE: _____
EMAIL: _____

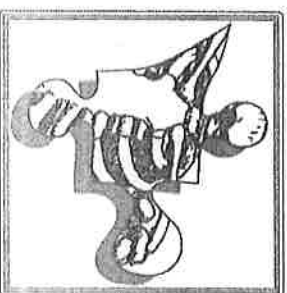
* Cancellation and refund policy in effect. Please visit
<http://forensicpieces.com/hosting-and-attending-courses-faq>

Forensic Pieces presents: BASIC BLOODSTAIN PATTERN ANALYSIS

In Honor of Our Beloved Founder of Forensic Pieces, Jan Johnson, CSCSA
We commit to you the same techniques, structure, and integrity that our fearless leader Jan Johnson carried with her to every scene, every training, every conference, every time. It will be our constant goal to strive, meet, and exceed the extremely high standards set by the one who led thousands all over the world to success in the areas of Crime Scene Investigation, Bloodstain Pattern Analysis, Shooting Reconstruction, Crime Scene Reconstruction, and so much more. Each instructor and training will reflect the legacy Jan wanted for her company and the forensic community. We appreciate all the continued support as we forge ahead our new path forward. As Jan Johnson would always say: Full Speed Ahead!

ABOUT YOUR INSTRUCTOR:

PLEASE CONTACT THE FORENSIC PIECE OFFICE DIRECTLY (850) 332-0141 WITH ANY QUESTIONS ABOUT YOUR INSTRUCTOR. AT THE TIME OF THIS POST, THE INSTRUCTOR WAS PENDING.



COURSE DATES: MARCH 18 - 22, 2024
8:00 AM - 5:00 PM

LOCATION: HOOVER POLICE DEPARTMENT
TRAINING FACILITY
850 MUNICIPAL LANE
HOOVER, AL 35244

RECOMMENDED LODGING: HAMPTON INN - BIRMINGHAM/HOOVER
4520 GALLERIA BOULEVARD
HOOVER, AL 35244
PHONE: (205) 380-3300
HYATT PLACE - BIRMINGHAM/HOOVER
2980 JOHN HAWKINS PARKWAY
HOOVER, AL 35244
PHONE: (205) 988-8444

HOSTING AGENCY: HOOVER POLICE DEPARTMENT
HOST CONTACT: ALAN COHEN (205) 238-4218 OR ALAN.COHEN@HOOVERALABAMA.GOV
****TO REGISTER, VISIT WWW.FORENSICPIECES.COM OR CALL US AT (850) 332-0141**

BASIC BLOODSTAIN PATTERN ANALYSIS

HOOVER POLICE DEPARTMENT

MARCH 18 – 22, 2024

COURSE DESCRIPTION:

This comprehensive 40-hour workshop will provide participants training and assistance in the proper recognition of bloodstain pattern evidence. This includes actual laboratory experimentation of blood flight characteristics as a result of motion and force. These experiments will be augmented with lecture material and case presentations for the ultimate purpose of reconstruction of the sequence of events which occurred at the scene of a crime. This is a hands-on workshop that will allow the participants to work individually and in small groups as they acquire the necessary knowledge and skills required of a bloodstain pattern analyst. The bloodstain evidence that will be analyzed will include that which is present at the crime scene, in a vehicle, on a victim and/or suspect's clothing, or on discarded evidence such as knives, firearms and other weapons. This course satisfies the International Association for Identification's 40-hour Basic Bloodstain Analysis Course for the purpose of the requirements for acquiring Bloodstain Pattern Certification Examination by the IAI, and for certification hours for the Crime Scene Certification Board.



COURSE TOPICS:

- Past and Current Bloodstain Pattern Terminology
- Proper Bloodstain Documentation Techniques, Including Sketching, Written Documentation, and Photography
- Experiments on How Blood Reacts to Motion and Force
- Identifying Specific Bloodstain Pattern Evidence at Crime Scenes, in Vehicles, on Victims/Suspects, and on Clothing and Weapons
- Correctly Detecting, Enhancing, and Preserving Serological Blood Evidence for DNA Analysis
- Correctly Interpreting Bloodstain Evidence for the Purpose of Crime Scene Reconstruction
- Report Writing for the Bloodstain Evidence
- Mock Crime Scene Solutions
- Courtroom Presentation of Bloodstain Evidence

WHAT TO BRING TO CLASS:

Casual attire is suitable. A digital camera with macro capabilities is needed for bloodstain documentation. A laptop computer with PowerPoint capabilities for courtroom presentations and note-taking is also recommended but not required.

WHO SHOULD ATTEND?

This is a complete introductory to intermediate course that requires no previous training. It is specifically designed for the Crime Scene Investigator or Analyst designated to be responsible for the detection, documentation, and collection of bloodstain evidence encountered at crime scenes for the purpose of reconstruction. This course is taught in a manner in which the Crime Scene Investigator or Analyst can easily understand.



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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: March 5, 2024
PAGE: Page 1 of 21

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 205 Ware St., Starkville, MS 39759, with the parcel number 118O-00-180.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by: Willis and Betty Cannady
2200 Highridge Parkway, Hillside, IL 60162

1. An initial inspection was performed on Wednesday, December 27, 2023, at approximately 11:57 hrs., by Code Enforcement Officer Sarah Perez. Photographs were taken of the property from the public road way. A case was created under dilapidated structures and property maintenance.
2. A second inspection, performed on Thursday, February 8, 2024, at approximately 10:33 hrs., by Code Enforcement Officer Sarah Perez. Photographs were taken of the property from the public road way. The property was still in violation with no apparent change.
3. City of Starkville Building Official, Stein McMullen, reviewed Officer Sarah Perez's request on Thursday, February 8, 2024, at approximately 13:17 hrs., and deemed the structure at 205 Ware St. Starkville, MS 39759 is dilapidated.
4. A violation notice was created by Officer Sarah Perez on Thursday, February 8, 2024, at approximately 15:25 hrs., and mailed to the property owner on Thursday, February 8, 2024.
5. An Administrative Inspection Warrant was issued on Thursday, February 15, 2024, and executed on Thursday, February 15, 2024, at approximately 15:34 hrs. Photographs were taken of the outside of the structure. A copy of the Administrative Inspection Warrant was mailed certified mail to the property owner on Friday, February 16, 2024

This property has been deemed dilapidated due to being subject to the upkeep of the property being neglected and natural deterioration over time.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Gabriel Steenwyk at 662-323-4847

SUGGESTED MOTION:

Move approval of initiating a public hearing, under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 205 Ware St., Starkville, MS 39759, with the parcel number 118O-00-180.00, is a menace to the public health, safety, and welfare of the community.

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.



Property Link OKTIBBEHA COUNTY, MS

Current Date 2/ 7/2024 Tax Year 2023
Records Last Updated 2/ 6/2024

PROPERTY DETAIL		
OWNER	CANNADY WILLIS AND BETTY	ACRES : **NA**
	2200 HIGHRIDGE PARKWAY	LAND VALUE : 5000
		IMPROVEMENTS : 4050
	HILLSIDE IL 60162	TOTAL VALUE: 9050
		ASSESSED : 1358

PARCEL 1180-00-180.00

ADDRESS **NA**

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	74.85	74.85	0.00
CITY	43.46	43.46	0.00
SCHOOL	89.60	89.60	0.00
TOTAL	207.91	207.91	0.00

LAST PAYMENT DATE 12 / 6 / 2023

MISCELLANEOUS INFORMATION		
EXEMPT CODE		LEGAL LOT 29 CITY BLOCK 7
HOMESTEAD CODE	None	MAP 1180 DB PG
TAX DISTRICT	5110	
PPIN	001854	
SECTION	34	
TOWNSHIP	19N	
RANGE	14E	

Book **Page**

[PURCHASE COUNTY TAX SALE FILES](#)

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

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The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on Wednesday, December 27, 2023, at approximately 11:57 hrs.

(CALL CARD)

Call # 23-043690
Date/Time 12/27/2023 11:57:55
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

205 WARE ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:57:55	11:57:55	12:02:58		

Notes

12/27/2023 11:58:02 AM	PEREZ, S	CASE #
12/27/2023 11:58:22 AM	PEREZ, S	CASE #23-000621
12/27/2023 11:58:43 AM	PEREZ, S	PHOTOS TAKEN FROM THE CITY STREET

(NORTH SIDE OF PROPERTY)





(EAST SIDE OF PROPERTY)



HISTORIC
STARKVILLE
MISSISSIPPI'S COUNTRY MUSIC HUB

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

Phone: (662) 323-4847



Willis And Betty Cannady
2200 Highridge Parkway
Hillside, IL 60162

Case No. 24-000079
Issued: February 08, 2024

205 WARE St
Starkville, MS 39759

An inspection of the above referenced property was made on February 07, 2024. 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 February 21, 2024.

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:

SD

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Willis And Betty Cannady

Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Sarah Perez on Feb 07, 2024 at 11:25 AM

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

CORRECTION	DESCRIPTION
------------	-------------

MYGOV.US 24-000079, 02/08/2024 at 3:25 PM

Page 1/4

MYGOV.US 24-000079, 02/08/2024 at 3:25 PM

Page 2/4

MYGOV.US City of Starkville, MS

Phone: (662) 323-4847



1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The wearing surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. A building, structure or portion thereof has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that the building or structure is partially or completely collapse, or to become detached or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength, stability, or rigidity to safely support the load imposed in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or any portion of the building or structure, because of dilapidation, deterioration, decay, faulty construction, removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or to become detached or dislodged, or the underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for occupancy.
7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance for children who might play in the building or structure to their danger, or who might be injured by falling objects, or who might be injured, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure that has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or in violation of the code to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling or occupancy, because of neglect, deterioration, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is such that the conditions are such as to constitute a substantial hazard or nuisance or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or property.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or wherever any building or structure is demolished or destroyed, or any portion of a building or structure is such an attractive nuisance or hazard to the public.

Dangerous structure or Premises

REQUIRED



MYGOV.US 24-000079, 02/08/2024 at 3:25 PM

Page 3/4

MYGOV.US 24-000079, 02/08/2024 at 3:25 PM

Page 4/4

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on Thursday, February 8, 2024, at approximately 10:33 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call # 24-004323
Date/Time 02/08/2024 10:33:28
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

205 WARE ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:33:28	10:33:28	10:43:53		

Notes

2/8/2024 10:33:58 AM	PEREZ, S	CASE #24-000079
2/8/2024 10:43:03 AM	PEREZ, S	PHOTOS TAKEN FROM THE ROAD

(NORTH SIDE OF PROPERTY)





(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)





An Administrative Inspection Warrant was issued on Thursday, February 15, 2024.

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi, Code Enforcement Officer Sarah Perez and Sgt. Scotty Carrithers, are both known to be credible persons, who after being first duly sworn, depose and say:

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

The entire house including any locked or secured rooms or compartments at 205 Ware St., Starkville, Oktibbeha County, Mississippi, and any out buildings on the property to include a garage and storage buildings.

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

Willis and Betty Cannady

3. That said things particularly described as follows:

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

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

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

5. The facts tending to establish the following grounds for issuance of an Administrative Inspection Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed during normal business hours to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.
6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

Witness my hand on this the 15 day of February 2024

Brian Kelley

Municipal Court Judge

Via Facetime

Sgt Scotty Carrithers
510

The Administrative Inspection Warrant was executed on Thursday, February 15, 2024, at approximately 15:34 hrs. Photographs were taken of the outside of the structure as well as some

photographs taken through windows and open doors. A copy of the warrant was left taped to the front door and sent certified mail to the property owner.

(CALL CARD)

Call #	24-005202	Dispatcher	REYES,
Date/Time	02/15/2024 15:34:26	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

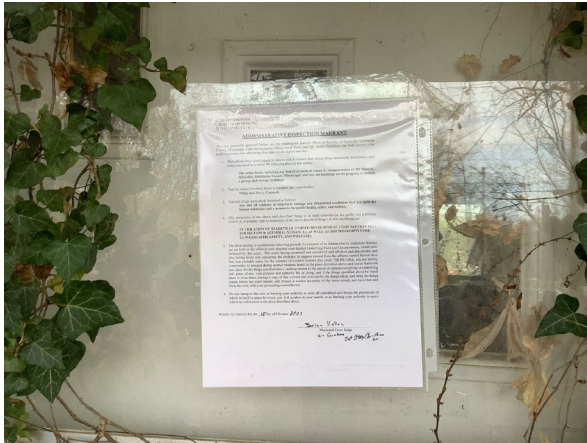
205 WARE ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:34:26	15:34:26	16:00:54		
STEENWYK, G	15:36:17	15:36:20	16:00:54		

Notes

2/15/2024 3:38:39 PM	MCCRAY, V	LETS Vehicle Registration Query submitted.
2/15/2024 3:38:52 PM	REYES,	LETS Vehicle Registration Query submitted.
2/15/2024 3:39:12 PM	REYES,	LETS Vehicle Registration Query submitted.
2/15/2024 3:39:13 PM	MCCRAY, V	RR.MSLIC0000.MS0530102.*MRI3016690. **** RECORDS MAINTAINED BY MS TAX COMMISSION **** LIC/KTD4101 LIT/PC EXP/10-2023 ISSUED/11012022 TAG STATUS/0-Expired VIN/1GNFC36079R181205 2009 CHEV SUBU UV BLACK
2/15/2024 3:53:30 PM	PERE Z, S	PUR-DTE/10102020 TLE-DTE/0 ADMINISTRATIVE INSPECTION WARRANT SERVED
2/15/2024 3:53:52 PM	PERE Z, S	PHOTOS TAKEN OF THE STRUCTURE AND PROPERTY
2/15/2024 3:54:24 PM	PERE Z, S	A COPY OF THE WARRANT WAS LEFT TAPED TO THE FRONT DOOR
2/15/2024 3:59:31 PM	PERE Z, S	CASE #24-000079



(NORTH SIDE OF PROPERTY)







(WEST SIDE OF PROPERTY)





(SOUTH SIDE OF PROPERTY)





(EAST SIDE OF PROPERTY)





Certified letter of notice of violation and a copy of the warrant were sent to the property owner on Friday, February 16, 2024.

(ADMINISTRATIVE INSPECTION WARRANT)

STATE OF MISSISSIPPI
COUNTY OF STARKVILLE
CITY OF STARKVILLE

AFFIDAVIT FOR ADMINISTRATIVE INSPECTION WARRANT

This the personal (affiant) before me, the undersigned judicial officer of the City of Starkville, Mississippi County, Mississippi, Clerk of the Court, do hereby certify that I am a duly qualified and sworn judicial officer, and I am duly qualified to administer oaths and to take evidence.

The above named (affiant) has sworn to me that the following is true and correct:

1. That the affiant has good cause to believe and do believe that certain things described in this warrant are in violation of the laws of the State of Mississippi.
2. That the affiant has good cause to believe and do believe that certain things described in this warrant are in violation of the laws of the State of Mississippi.
3. That the affiant has good cause to believe and do believe that certain things described in this warrant are in violation of the laws of the State of Mississippi.
4. That the affiant has good cause to believe and do believe that certain things described in this warrant are in violation of the laws of the State of Mississippi.
5. That the affiant has good cause to believe and do believe that certain things described in this warrant are in violation of the laws of the State of Mississippi.
6. That the affiant has good cause to believe and do believe that certain things described in this warrant are in violation of the laws of the State of Mississippi.
7. That the affiant has good cause to believe and do believe that certain things described in this warrant are in violation of the laws of the State of Mississippi.
8. That the affiant has good cause to believe and do believe that certain things described in this warrant are in violation of the laws of the State of Mississippi.
9. That the affiant has good cause to believe and do believe that certain things described in this warrant are in violation of the laws of the State of Mississippi.
10. That the affiant has good cause to believe and do believe that certain things described in this warrant are in violation of the laws of the State of Mississippi.

Subscribed and sworn to before me this 16th day of February, 2024.

Notary Public for the State of Mississippi
My Comm. Expires 12/31/2024

Willis and Betty Cannady
2200 Highridge Parkway
Hillside, IL 60162

7020 2450 0002 2194 1678

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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

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Total Postage and Fees
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Sent To
Willis and Betty Cannady
Street and Apt. No., or PO Box No.
2200 Highridge Parkway
City, State, ZIP+4®
Hillside, IL 60162

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

7020 2450 0002 2194 1678

STARKVILLE
Mississippi's Justice Center

7020 2450 0002 2194 1678

Willis and Betty Cannady
2200 Highridge Parkway
Hillside, IL 60162

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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
\$

Sent To
Willis and Betty Cannady
Street and Apt. No., or PO Box No.
2200 Highridge Parkway
City, State, ZIP+4®
Hillside, IL 60162

PS Form 3811, July 2002 PSN 7530-02-000-9047 See Reverse for Instructions

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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
Willis and Betty Cannady
Street and Apt. No., or PO Box No.
2200 Highridge Parkway
City, State, ZIP+4®
Hillside, IL 60162

PS Form 3811, July 2002 PSN 7530-02-000-9047 See Reverse for Instructions



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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: March 5, 2024
PAGE: Page 1 of 26

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 204 Yeates St., Starkville, MS 39759, with the parcel number 102B-00-001.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by: CMC Investments LLC
P O BOX 2564, Starkville, MS 39760

1. An initial inspection was performed on Wednesday, December 27, 2023, at approximately 11:39 hrs., by Code Enforcement Officer Sarah Perez. Photographs were taken of the property from the public road way. A case was created under dilapidated structures and property maintenance.
2. A second inspection, performed on Thursday, February 8, 2024, at approximately 10:44 hrs., by Code Enforcement Officer Sarah Perez. Photographs were taken of the property from the public road way. The property was still in violation with no apparent change.
3. City of Starkville Building Official, Stein McMullen, reviewed Officer Sarah Perez's request on Thursday, February 8, 2024, at approximately 13:17 hrs., and deemed the structure at 204 Yeates St. Starkville, MS 39759 is dilapidated.
4. A violation notice was created by Officer Sarah Perez on Thursday, February 8, 2024, at approximately 15:25 hrs., and mailed to the property owner on Thursday, February 8, 2024.
5. An administrative warrant was issued on Thursday, February 15, 2024, and executed on Thursday, February 15, 2024, at approximately 14:32 hrs. Photographs were taken of the outside of the structure. A copy of the Administrative Inspection Warrant was mailed certified mail to the property owner on Friday, February 16, 2024

This property has been deemed dilapidated due to being subject to the upkeep of the property being neglected and natural deterioration over time.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Gabriel Steenwyk at 662-323-4847

SUGGESTED MOTION:

Move approval of initiating a public hearing, under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 204 Yeates St., Starkville, MS 39759, with the parcel number 102B-00-001.00, is a menace to the public health, safety, and welfare of the community.

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

Property Link OKTIBBEHA COUNTY, MS

Current Date 2/20/2024

Tax Year 2023
Records Last Updated 2/19/2024

PROPERTY DETAIL			
OWNER	CMC INVESTMENTS LLC		ACRES : **NA**
	P O BOX 2564		LAND VALUE : 50000
			IMPROVEMENTS : 44860
	STARKVILLE MS 39760		TOTAL VALUE: 94860
			ASSESSED : 14229
PARCEL	102B-00-001.00		
ADDRESS	204 YEATES		
TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	784.30	0.00	788.22
CITY	455.33	0.00	457.61
SCHOOL	938.83	0.00	943.52
TOTAL	2178.46	0.00	2189.35 .50% Penalty
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 22 A CITY BLK 49 LESS 2' S		
HOMESTEAD CODE	None	TRIP	
TAX DISTRICT	1110	OFF THE NORTH SIDE	
PPIN	015623	2004/8640	
SECTION	03	MAP 102B DB/PG 582/568 2002/36	
TOWNSHIP	18N	13	
RANGE	14E	B 2004 P 8640 12/10/2004	
Book 2004	Page 8640		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2022	MS TL LLC TESCO CUSTODIAN	NOT REDEEMED
2021	FRAZIER ROCHELLE M	7/10/2023 CMC INVESTMENTS LLC
2020	OSBORNE HEATHER	6/27/2022 CMC INVESTMENTS LLC
2019	QUICKSILVER TAX FUNDING LLC	6/24/2022 CMC INVESTMENTS LLC
2018	DOWNTOWN RESTORATION	3/ 3/2021 CMC INVESTMENTS LLC
2017	BOAZ TAX SALE PROPERTIES LLC	8/19/2020 CMC INVESTMENTS LLC
2016	TILLATOBA LAND LLC	8/23/2019 CMC INVESTMENTS LLC

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The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on Wednesday, December 27, 2023, at approximately 11:39 hrs.

(CALL CARD)

Call # 23-043689
Date/Time 12/27/2023 11:39:08
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

204 YEATES ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:39:08	11:39:08	11:50:07		

Notes

12/27/2023 11:42:03 AM PEREZ, S

CASE #23-000602

12/27/2023 11:42:42 AM PEREZ, S

PHOTOS TAKEN FROM THE PUBLIC SIDE WALK AND
RIGHT OF WAY

12/27/2023 11:49:56 AM PEREZ, S

LETTER WILLBE SENT TO PROPERTY OWNER

(NORTH SIDE OF PROPERTY)





(EAST SIDE OF PROPERTY)









(SOUTH SIDE OF PROPERTY)



Violation Notice issued pages 1-4, Thursday, February 8, 2024.



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

MYGOV US City of Starkville, MS

Phone: (662) 323-4847



FIRST NOTICE OF VIOLATION

Investments Lic Cmc
PO Box P O Box 2564
Starkville, MS 39760

Case No. 24-000078
Issued: February 08, 2024

VIOLATION LOCATION

204 Yeates,
Starkville, MS 39759

LEGAL DESCRIPTION

Lot 22 A City Blk 49 Less Z Strip Off The North Side

An inspection of the above referenced property was made on February 07, 2024. 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 February 21, 2024.

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: Investments Lic Cmc

Violations Listing

Dilapidated Structures (MCA Section 21-15-11)

Reported By: Sarah Perez on Feb 07, 2024 at 11:05 AM

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

CORRECTION	DESCRIPTION
------------	-------------

MYGOV US 24-000078, 02/08/2024 at 3:15 PM

Page 1/4

MYGOV US 24-000078, 02/08/2024 at 3:15 PM

Page 2/4

MYGOV US City of Starkville, MS

Phone: (662) 323-4847



MYGOV US City of Starkville, MS

Phone: (662) 323-4847



Dangerous structure or Premises

(REQUIRED)

- Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.
- The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
- Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
- Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
- The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fall or give way.
- The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
- The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
- A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.
- Any portion of a building remains on a site after the demolition or destruction of the building or structure or wherever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.



MYGOV US 24-000078, 02/08/2024 at 3:15 PM

Page 3/4

MYGOV US 24-000078, 02/08/2024 at 3:15 PM

Page 4/4

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on Thursday, February 8, 2024, at approximately 10:44 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call # 24-004326
Date/Time 02/08/2024 10:44:53
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

204 YEATES

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:44:53	10:44:53	10:53:28		

Notes

2/8/2024 10:52:50 AM	PEREZ, S	CASE #24-000078
2/8/2024 10:53:21 AM	PEREZ, S	PHOTOS TAKEN FROM PUBLIC ROAD WAY AND SIDE WALK

(NORTH SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)





An Administrative Inspection Warrant was issued on Thursday, February 15, 2024.

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi, Code Enforcement Officer Sarah Perez and Sgt. Scotty Carrithers, are both known to be credible persons, who after being first duly sworn, depose and say:

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

The entire house including any locked or secured rooms or compartments at 204 Yeates St., Starkville, Oktibbeha County, Mississippi and any out buildings on the property to include a garage and storage buildings.

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

CMC INVESTMENTS LLC

3. That said things particularly described as follows:

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

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

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

5. The facts tending to establish the following grounds for issuance of an Administrative Inspection Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed during normal business hours to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.
6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

Witness my hand on this the 15 day of February 2024.

Brian Kelley

Municipal Court Judge

Via Facetime

Sgt Scotty Carrithers
510

The Administrative Inspection Warrant was executed on Thursday, February 15, 2024, at approximately 14:32 hrs. Photographs were taken of the outside of the structure as well as some

photographs taken through windows and open doors. A copy of the warrant was left taped to the front door and sent certified mail to the property owner.

(CALL CARD)

Call # 24-005195
Date/Time 02/15/2024 14:32:25
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone 2

Location Address

204 YEATES ST
STARKVILLE, MS

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:32:25	14:32:25	15:07:36		

Notes

2/15/2024 2:56:52 PM	PEREZ, S	CASE #24-000078
2/15/2024 2:57:21 PM	PEREZ, S	ADMINISTRATIVE INSPECTION WARRANT SERVED
2/15/2024 3:06:47 PM	PEREZ, S	MRS PAM POWE ARRIVED ON THE PROPERTY AND I GAVE THE COPY OF THE WARRANT TO MRS POWE WHO IS THE SECRETARY FOR COUVILLION PROPERTIES AND CMC INVESTMENTS LLC
2/15/2024 3:07:25 PM	PEREZ, S	PHOTOS TAKEN OF ALL 4 SIDE OF THE STRUCTURE AND THE PROPERTY

(NORTH SIDE OF PROPERTY)











(WEST SIDE OF PROPERTY)





(SOUTH SIDE OF PROPERTY)

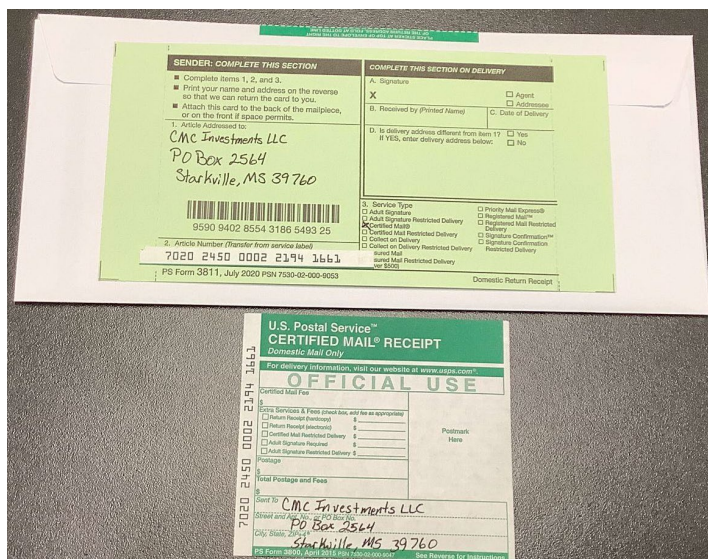




(EAST SIDE OF PROPERTY)









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

**AGENDA DATE: March 5, 2024
PAGE: 1**

SUBJECT: Request authorization to accept the lowest quote from Everyday Land Management for landscaping and maintenance in the amount of \$5,097.17 monthly for a total of \$45,874.53 for nine months of service.

AMOUNT & SOURCE OF FUNDING: 2023-2024 Budget

<u>FISCAL NOTE:</u>	Quote 1: Everyday Land Management	\$5,097.17 mo.	\$45,874.53 total (9 months)
	Quote 2: Fair Price Landscaping	\$7,500.00 mo.	\$67,500.00 total (9 months)
	Quote 3: SGK Landscapes	\$9,994.96 mo.	\$89,954.64 total (9 months)

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

SUGGESTED MOTION:

Move approval to accept lowest quote from Everyday Land Management for landscaping and maintenance in the amount of \$5,097.17 monthly for a total of \$45,874.53 for nine months of service.



STARKVILLE UTILITIES
605 DR MARTIN LUTHER KING JR DRIVE E
STARKVILLE, MS 39759

MEMO

To: Contractor
From: Colby McClain (662) 617-2808
Cc:
Subject: Grass Maintenance
Project No:
Date: February 2024

EVERYDAY LAND MANAGEMENT

Please find attached to this memo, maps of all 24 locations to be maintained.

The proposal should include all materials, equipment, and other items necessary for grass maintenance. Proposals should include the pay items and total price in the format listed below. Pay items include but are not limited to the items listed below. Proposals should consider March-November as the timeframe for maintenance. Any services provided in December, January, and/or February are to be considered additional charges to be invoiced per service. Proposals should NOT include mulching, tree pruning/trimming, fertilizing, spraying.

Please submit a proposal to Colby McClain, Procurement Manager, by email at cmccain@starkvilleutilities.com or deliver to Starkville Utilities Operations Center (605 Dr. Martin Luther King Jr. Drive E) no later than:

Wednesday, February 24, 2024 @ 12:00 PM

Pay Item	Est. Frequency	Cost Per	Monthly Cost
MAINTENANCE OF (1) STARKVILLE UTILITIES DOWNTOWN OFFICE BUILDING AND (2) OPERATIONS CENTER - BUILDING PROPER (OUTLINED IN GREEN ON CORRESPONDING MAP)	EVERY 7 DAYS	\$ 161.00	\$ 764.75
MAINTENANCE OF WASTEWATER TREATMENT PLANT	EVERY 10 DAYS	\$ 450.00	\$ 1,496.25
MAINTENANCE OF STARKVILLE UTILITIES OPERATIONS CENTER - OUTER PERIMETER (OUTLINED IN RED ON CORRESPONDING MAP)	EVERY 14 DAYS	\$ 210.00	\$ 446.25
MAINTENANCE OF "OLD WATER DEPARTMENT"	EVERY 14 DAYS	\$ 68.00	\$ 161.50
MAINTENANCE OF (1) INDUSTRIAL SUBSTATION AND (2) NORTHWEST SUBSTATION	EVERY 14 DAYS	\$ 181.00	\$ 384.63
MAINTENANCE OF PUMP STATIONS, BOOSTER STATIONS, SAMPLING STATIONS, WELLS, AND TANK LOCATIONS (18)	EVERY 14 DAYS	\$ 867.00	\$ 1,843.79
Total Monthly Cost =			\$ 5,097.17

The Contractor will be responsible for the following:

- Maintaining the grass cutting for all (24) locations.
- Coordination with Starkville Utilities should any conflict arise related to the terms of the agreement.

Starkville Utilities will be responsible for the following:

- Provide access to all locations

Submitted by:

Notice of Award (N.O.A.) is expected to be given on:	Tuesday, March 5, 2024
Notice to Proceed (N.T.P.) is expected to be given on or before:	Wednesday, March 6, 2024
Once N.T.P. is issued for the project, the contractor will be expected to begin work within:	14 Calendar Days
Date of Completion:	Saturday, November 30, 2024

Any questions may be directed to Colby McClain at the phone number or email listed above.



STARKVILLE UTILITIES
605 DR MARTIN LUTHER KING JR DRIVE E
STARKVILLE, MS 39759

MEMO

To: Contractor
From: Colby McClain (662) 617-2808
Cc:
Subject: Grass Maintenance
Project No:
Date: February 2024

FAIR PRICE LANDSCAPING

Please find attached to this memo, maps of all 24 locations to be maintained.

The proposal should include all materials, equipment, and other items necessary for grass maintenance. Proposals should include the pay items and total price in the format listed below. Pay items include but are not limited to the items listed below. Proposals should consider March-November as the timeframe for maintenance. Any services provided in December, January, and/or February are to be considered additional charges to be invoiced per service. Proposals should NOT include mulching, tree pruning/trimming, fertilizing, spraying.

Please submit a proposal to Colby McClain, Procurement Manager, by email at cmccain@starkvilleutilities.com or deliver to Starkville Utilities Operations Center (605 Dr. Martin Luther King Jr. Drive E) no later than:

Wednesday, February 24, 2024 @ 12:00 PM

Pay Item	Est. Frequency	Cost Per	Monthly Cost
MAINTENANCE OF (1) STARKVILLE UTILITIES DOWNTOWN OFFICE BUILDING AND (2) OPERATIONS CENTER - BUILDING PROPER (OUTLINED IN GREEN ON CORRESPONDING MAP)	EVERY 7 DAYS	\$ 500.00	\$ 2,000.00
MAINTENANCE OF WASTEWATER TREATMENT PLANT	EVERY 10 DAYS	\$ 1,000.00	\$ 2,000.00
MAINTENANCE OF STARKVILLE UTILITIES OPERATIONS CENTER - OUTER PERIMETER (OUTLINED IN RED ON CORRESPONDING MAP)	EVERY 14 DAYS	\$ 1,000.00	\$ 2,000.00
MAINTENANCE OF "OLD WATER DEPARTMENT"	EVERY 14 DAYS	\$ 250.00	\$ 500.00
MAINTENANCE OF (1) INDUSTRIAL SUBSTATION AND (2) NORTHWEST SUBSTATION	EVERY 14 DAYS	\$ 250.00	\$ 500.00
MAINTENANCE OF PUMP STATIONS, BOOSTER STATIONS, SAMPLING STATIONS, WELLS, AND TANK LOCATIONS (18)	EVERY 14 DAYS	\$ 250.00	\$ 500.00
Total Monthly Cost =			\$ 7,500.00

The Contractor will be responsible for the following:

- Maintaining the grass cutting for all (24) locations.
- Coordination with Starkville Utilities should any conflict arise related to the terms of the agreement.

Starkville Utilities will be responsible for the following:

- Provide access to all locations

Submitted by: Rick Rogers, Fair Price Landscaping

Notice of Award (N.O.A.) is expected to be given on:	Tuesday, March 5, 2024
Notice to Proceed (N.T.P.) is expected to be given on or before:	Wednesday, March 6, 2024
Once N.T.P. is issued for the project, the contractor will be expected to begin work within:	14 Calendar Days
Date of Completion:	Saturday, November 30, 2024

Any questions may be directed to Colby McClain at the phone number or email listed above.



STARKVILLE UTILITIES
605 DR MARTIN LUTHER KING JR DRIVE E
STARKVILLE, MS 39759

MEMO

To: Contractor
From: Colby McClain (662) 617-2808
Cc:
Subject: Grass Maintenance
Project No:
Date: February 2024

SGK

Please find attached to this memo, maps of all 24 locations to be maintained.

The proposal should include all materials, equipment, and other items necessary for grass maintenance. Proposals should include the pay items and total price in the format listed below. Pay items include but are not limited to the items listed below. Proposals should consider March-November as the timeframe for maintenance. Any services provided in December, January, and/or February are to be considered additional charges to be invoiced per service. Proposals should NOT include mulching, tree pruning/trimming, fertilizing, spraying.

Please submit a proposal to Colby McClain, Procurement Manager, by email at cmccain@starkvilleutilities.com or deliver to Starkville Utilities Operations Center (605 Dr. Martin Luther King Jr. Drive E) no later than:

Wednesday, February 24, 2024 @ 12:00 PM

Pay Item	Est. Frequency	Cost Per	Monthly Cost
MAINTENANCE OF (1) STARKVILLE UTILITIES DOWNTOWN OFFICE BUILDING AND (2) OPERATIONS CENTER - BUILDING PROPER (OUTLINED IN GREEN ON CORRESPONDING MAP)	EVERY 7 DAYS	\$ 337.81	\$ 1463.72
MAINTENANCE OF WASTEWATER TREATMENT PLANT	EVERY 10 DAYS	\$ 540.01	\$ 2339.98
MAINTENANCE OF STARKVILLE UTILITIES OPERATIONS CENTER - OUTER PERIMETER (OUTLINED IN RED ON CORRESPONDING MAP)	EVERY 14 DAYS	\$ 498.00	\$ 1051.84
MAINTENANCE OF "OLD WATER DEPARTMENT"	EVERY 14 DAYS	\$ 222.34	\$ 494.08
MAINTENANCE OF (1) INDUSTRIAL SUBSTATION AND (2) NORTHWEST SUBSTATION	EVERY 14 DAYS	\$ 241.68	\$ 537.09
MAINTENANCE OF PUMP STATIONS, BOOSTER STATIONS, SAMPLING STATIONS, WELLS, AND TANK LOCATIONS (18)	EVERY 14 DAYS	\$ 1848.93	\$ 4108.75
Total Monthly Cost =			\$ 9994.96

The Contractor will be responsible for the following:

- Maintaining the grass cutting for all (24) locations.
- Coordination with Starkville Utilities should any conflict arise related to the terms of the agreement.

Starkville Utilities will be responsible for the following:

- Provide access to all locations

Submitted by:

Notice of Award (N.O.A.) is expected to be given on:

Tuesday, March 5, 2024

Notice to Proceed (N.T.P.) is expected to be given on or before:

Wednesday, March 6, 2024

Once N.T.P. is issued for the project, the contractor will be expected to begin work within:

14 Calendar Days

Date of Completion:

Saturday, November 30, 2024

Any questions may be directed to Colby McClain at the phone number or email listed above.



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

**AGENDA DATE: March 5, 2024
PAGE: 1**

SUBJECT: Request authorization for the mayor to sign the Aerator Design Contract with Garver.

AMOUNT & SOURCE OF FUNDING: 2023-2024 Budget/ARPA funding

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

The Board of Alderman previously approved an assessment of aerators at the Wastewater Treatment Plant with Garver. The assessment is nearing completion and is expected to be completed in the next month. The findings of the aerator assessment as well as the overall findings of the wastewater treatment plant comprehensive evaluation are expected at that time and will be presented concurrently. Since ARPA funding is being utilized for this project, it is required the funds be obligated by August 14, 2024. In order to meet the deadline for the obligation of funds, we must begin on the full design to allow engineers time to perform structural analysis and more detailed investigation as part of the overall design. Attached is the next phase of the project design and contract, which will get us construction documents and allow us to be prepared to receive bids for construction which will allow us to obligate the funds per the state requirements. It is proposed to bring construction bids for Board consideration at the July 16th board meeting.

SUGGESTED MOTION:

Move approval to authorize the mayor to sign the Aerator Design Contract with Garver.



**TASK ORDER #14
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES**

In accordance with the Master Services Agreement for Professional Services between Starkville Utilities (OWNER) and GARVER, LLC (GARVER), dated November 21, 2017 ("Agreement"), OWNER and GARVER agree as follows:

- 1. Specific Project Title:** Starkville WWTP Aeration Improvements
- 2. Description:** Generally, the Scope of Services includes professional services for the design and bid phase services for improvements to the Starkville Utilities Ernest E. Jones Wastewater Treatment Plant (WWTP). Specifically, this project will consist of rehabilitation of the aeration equipment in the existing oxidation ditches as well as construction of a new electrical building.
- 3. Scope of Services:** In accordance with the Agreement for Professional Services and as described in this Task Order, the services to be performed consist of the following (refer to Exhibit A for a detailed Scope of Services to be performed under this Task Order):

Task 1 Surveys

Task 2 Preliminary Design Phase Services

Task 3 Final Design Phase Services

Task 4 Bid Phase Services

Additional Services may be authorized at a later time under separate task orders to the Master Agreement. The scope for these services is authorized for execution under this Task Order.

4. MSA Additions

The Parties hereby agree the following shall be added to terms provided in the MSA dated November 21, 2017

Section 5.8.2 To the extent allowed under applicable law, GARVER shall not be liable to OWNER for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

Section 5.8.3 Notwithstanding any provision to the contrary herein, and to the extent allowed under law, GARVER'S (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under the agreement shall be limited to 100% of the Task Order giving rise to the liability regardless of the cause or action (including negligence).

- 5. OWNER's Responsibilities:** As indicated in Master Agreement.
 - a. The OWNER will provide GARVER access to the wastewater treatment plant.
 - b. The OWNER will provide GARVER with access to SCADA information as necessary.
 - c. The OWNER will provide GARVER with all requested documents related to the wastewater treatment plant and associated systems.



6. **Schedule:** Discounting unforeseen conditions and circumstances beyond GARVER's control, GARVER shall complete the items described above and complete this task prior to September 1, 2024.
7. **Payment to Engineer:**
- a. The total compensation to GARVER for the services identified by this Task Order shall be on a lump sum basis with a fee amount of (\$671,400).
 - b. Any additional work beyond the scope of services defined in this Task Order, and authorized by the OWNER, shall be paid for in a subsequent Task Order.
8. **Subconsultants:** None.
9. **Other Amendments to Master Agreement:** None.
10. **Attachments:**
- a. **Exhibit A – Scope of Services**

Approval and Acceptance

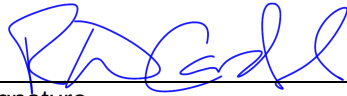
Approval and Acceptance of this Task Order, including attachments listed above, shall incorporate this document as part of the Agreement. GARVER is authorized to begin performance upon receipt of a copy of this Task Order signed by the OWNER.

The Effective Date of the Task Order is _____, 2024.

Owner:
STARKVILLE UTILITIES

Engineer:
GARVER

Signature


Signature

R. Wesley Cardwell, PE

Business Team Leader



2111 Parkway Office Circle
Suite 100
Birmingham, AL 35244
TEL 205.443.3080
FAX 205.313.6454
www.GarverUSA.com

STARKVILLE UTILITIES

ERNEST E. JONES WWTP – AERATION IMPROVEMENTS

DETAILED DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES

EXHIBIT A – SCOPE OF SERVICES

General

Generally, the Scope of Services includes professional services for the design, bidding, and construction phase services for improvements to the Starkville Utilities (OWNER) Ernest E. Jones Wastewater Treatment Plant (WWTP). Specifically, this project will consist of rehabilitation of the aeration equipment in the existing oxidation ditches as well as construction of a new electrical building.

The Ernest E. Jones WWTP is an activated sludge treatment facility that utilizes two oxidation ditches for biological treatment. This process was placed into operation in 1979 with horizontal brush rotors to provide the necessary oxygen to the activated sludge process. The rotors have been replaced three times, most recently in 2021 with disc-style horizontal rotors. The existing disc rotor equipment has experienced multiple ongoing failures despite numerous attempts to address the perceived contributing factors. GARVER recently completed an Aeration Improvements Evaluation to identify and evaluate alternatives to replace the existing rotor equipment. This effort recommended replacement of the existing rotor equipment with brush-style horizontal rotors as well as structural improvements to the existing basins designed specifically for the new rotor system. Additionally, GARVER has recommended improvements to the existing electrical system to address aged electrical gear that present safety risks to staff and are no longer capable of being used for the aeration upgrades. These improvements will include construction of a new electrical building with space provided for future electrical gear to feed the other treatment processes at the WWTP as future projects are undertaken. This project consists of the detailed design of these recommended improvements as well as bid-phase and construction-phase services. It is anticipated that the final documents will include a base bid to complete all Work and a deductive alternate for the electrical building and associated electrical improvements.

Task 1 – Surveys

GARVER will conduct topographic surveys for the project. This survey will be tied to the OWNER's control network. Field surveying, utilizing radial topography methods, will be conducted at intervals and for distances along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. This survey effort will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by the OWNER, and any other pertinent topographic features that may be present at the location of the improvements. Additionally, this effort shall include field verification of hydraulic structures, including survey of critical top of concrete, invert, and other hydraulic control structure elevations. Control points will be established for use during construction.

Task 2 – Preliminary Design Phase Services

The preliminary design phase will represent approximately 50 percent of final construction documents with a submittal to include preliminary plans and an Opinion of Probable Construction Cost (OPCC) estimate. This submittal will not include a preliminary design report or “front end” contract documents. OWNER comments will be discussed at the Preliminary Design Workshop. GARVER will incorporate comments from the OWNER on the Preliminary Design in the Final Design Phase.

Specifically, GARVER shall complete the following efforts as part of the Preliminary Design Phase:

2.1. GARVER will provide the following services throughout the Preliminary Design Phase effort:

- a. Monthly project progress and schedule updates.
- b. Prepare and submit invoices for progress payments.

2.2. GARVER will prepare for and conduct project meetings to include:

- a. GARVER will conduct one (1) Project Kick-Off Meeting. This effort will include meeting minutes that document project goals and objectives, discussions and action items identified during the meeting, and project schedule.
- b. Following the Project Kick-Off Meeting, GARVER will conduct one field investigation to visually inspect existing facilities to compare with available record drawing information and to meet with operations and maintenance staff.

2.3. Funding Agency Coordination

- c. GARVER will coordinate with the Mississippi Department of Environmental Quality (MDEQ) and the Mississippi Department of Finance and Administration to identify, plan, and complete the necessary requirements for the Mississippi Municipality & County Water Infrastructure (MCWI) Grant / American Rescue Plan Act (ARPA) grant funds. It is anticipated that this will include:
 - (i.) GARVER will schedule and attend a meeting with the Department to discuss the intent of the project, the desired schedule to bid the project by the OWNER, necessary review submittals and interim milestone dates, the proposed bidding process and any required modification to satisfy program requirements, and final contract document requirements. This meeting will be scheduled immediately following Notice to Proceed.
 - (ii.) Submission of the final plans, specifications, and contract documents for review. The anticipated design schedule presented herein may require modification to meet the desired bid date.

2.4. Preliminary Design Drawings and Specifications

- a. GARVER anticipates the preliminary design drawings will include the following:
 - (i.) Site Plan
 - (ii.) Hydraulic Profile
 - (iii.) Demolition Details

- (iv.) Preliminary Process and Instrumentation Diagrams (P&IDs)
 - (v.) A preliminary layout of the proposed improvements to include major structures, facilities, and process equipment
 - (vi.) Preliminary Electrical One-Line Diagrams
- b. Specifications will be prepared in general conformance with the fifty-division format of the Construction Specifications Institute. For the preliminary design submittal, technical specifications will be limited to the major equipment items only.

2.5. Preliminary Design OPCC

- a. GARVER will prepare an OPCC based on information obtained during the preliminary design phase. For preliminary design, GARVER will consider these opinions as estimates and the expected range of accuracy for this type of estimate is -20 percent to +30 percent of the estimated construction cost. This accuracy level will be adjusted based on the detail of the preliminary design documents. The OPCC will be presented as part of the Preliminary Design Review Workshop.

2.6. Preliminary Design Review Workshop

- a. GARVER will lead and participate in a Preliminary Design Review Workshop with the OWNER to deliver and review the preliminary design effort. GARVER will provide the OWNER with preliminary design deliverables to be submitted electronically. The workshop will be held at the OWNER's location and major items of discussion will include:
- (i.) Review and refinement of process design criteria.
 - (ii.) Review and refinement of preliminary P&IDs and preliminary selection of instrumentation.
 - (iii.) Review and refinement of preliminary electrical one-line drawings.
 - (iv.) Review and refinement of the preliminary site plan and facility layouts.
 - (v.) Review of proposed construction sequencing to identify any potential operational conflicts or interruptions that may occur during construction.
 - (vi.) Review of proposed process control parameters and facility provisions for necessary operational and maintenance practices.
 - (vii.) Present Preliminary Design OPCC.
- b. GARVER will prepare meeting minutes and distribute to all attendees following the workshop that document discussions and action items identified during the workshop along with an updated project schedule. Upon completion of the meeting, GARVER shall proceed with Final Design Phase Services with approval from OWNER.

2.7. Preliminary Design Deliverables

- a. The following preliminary design deliverables will be provided to OWNER:

- (i.) Electronic (PDF) and three (3) hard copies of the draft Preliminary Design Drawings and technical specifications (major equipment only).
- (ii.) Electronic (PDF) copies of the Preliminary Design Workshop meeting minutes including the workshop presentation and OPCC.

Task 3 – Final Design Phase Services

During the Final Design phase of the project, GARVER will develop final designs to prepare bid plans and specifications for one (1) construction contract, including final construction details, special provisions, and OPCC. The Final Design phase is anticipated to have two (2) major submittals: 90 percent and 100 percent. At each submittal, an OPCC will be prepared with an appropriate bidding contingency and escalation to mid-point of construction based upon the level of design.

Specifically, GARVER will complete the following efforts as part of the Final Design phase:

3.1. GARVER will perform the following project coordination tasks throughout the Final Design Phase effort:

- a. Monthly project progress and schedule updates.
- b. Prepare and submit invoices for progress payments.

3.2. Drawings and Specifications

- a. Based upon the results of the approved Preliminary Design by the OWNER, GARVER will develop plans, specifications, and front-end documents as part of the Final Design effort for a single construction contract.
- b. Specifications will be prepared in general conformance with the fifty-division format of the Construction Specifications Institute. The specifications will include OWNER's standard front-end documents.

3.3. Final Design OPCC

- a. GARVER will prepare updates to the OPCC based on information obtained and developed during the Final Design phase. For Final Design, GARVER will consider these opinions as estimates and the expected range of accuracy for this type of estimate for the 60 percent design stage and 90 percent design stage is +/- 20 percent and +/- 15 percent, respectively. The OPCC estimate updates will be presented at each of the Final Design Review Workshops.

3.4. Final Design Review Workshops

- a. GARVER will lead and participate in a Final Design Review Workshop with the OWNER for 90 percent Final Design Phase submittal milestone. This workshop will be held at the OWNER's office to solicit comments and feedback.
- b. GARVER will prepare and distribute meeting minutes to all attendees following the workshop that document discussions and action items along with an updated project schedule.
- c. GARVER will coordinate and submit plans and specifications to MDEQ upon OWNER's approval of the 90 percent documents. This will include submitting any necessary forms,

notices, permits or other notices. Any costs associated with submittal of documents for review shall be paid by OWNER.

3.5. Contract Documents

- a. The Contract Documents represent bid-ready design drawings and specifications, signed and sealed. GARVER will combine drawings and specifications with OWNER's standard front-end documents and any other information as required by OWNER to competitively bid the work and to create a Contract Documents package.

3.6. Final Design Deliverables

- a. The following final design deliverables will be provided to the OWNER:
 - (i.) Electronic (PDF) and three (3) hard copies of the draft 90% Design Documents (half-size drawings and technical specifications).
 - (ii.) Electronic (PDF) copies of the 90% Final Design Workshop meeting minutes including the workshop presentation and OPCC.
 - (iii.) Electronic (PDF) copy to be sent to MDEQ for review.
 - (iv.) Electronic (PDF) and three (3) hard copies of the final, bid-ready 100% Design Documents (half-size drawings and technical specifications).

Task 4 – Bid Phase Services

Upon completion of the design services and approval of the final project documents by the OWNER, GARVER will provide the following services to the OWNER for a single bid phase:

4.1. Bidding Assistance

- a. The bidding period for prospective bidders is anticipated to be a 30-day period. During the bidding period phase of the project, GARVER will:
 - (i.) Prepare and submit Advertisement for Bids to OWNER for submission to newspaper(s) for publication. Costs for advertisement will be paid by OWNER.
 - (ii.) Assist OWNER staff with posting Advertisement for Bids, construction contract documents, and any associated information to OWNER's online plan room.
 - (iii.) Support the Contract Documents by preparing addenda, as appropriate, and assisting OWNER staff with posting addenda documents OWNER's for posting to OWNER's online plan room .
 - (iv.) Participate in one mandatory pre-bid meeting.
 - (v.) Prepare a mandatory pre-bid meeting agenda. Following OWNER authorization, assist with posting the pre-bid meeting minutes with attendance record on OWNER's online plan room.
 - (vi.) Participate and chair a site tour of the WWTP following the mandatory pre-bid meeting by interested pre-bid meeting attendees and other interested parties.

- (vii.) Attend the bid opening process. OWNER will manage and perform bid opening. GARVER will provide bid opening sheets for use prior to date of bid opening.
- (viii.) Prepare and certify a bid tabulation.
- (ix.) Evaluate bids and prepare Recommendation of Award for presentation by OWNER's staff.
- (x.) Prepare construction contracts.
- (xi.) Prepare conformed documents for the convenience of the Contractor. Four (4) hard copies of the final, conformed documents (three (3) sets half-size drawings and one (1) set full-size drawings for each plan set; four (4) copies of technical specifications) will be prepared and delivered to OWNER for distribution to Contractor and OWNER's staff.

Task 5 – Construction Phase Services

Construction Phase Services will be developed and included as part of a future Task Order upon completion of the Final Design Phase Services task.

Extra Work

The following items are not included under this agreement but will be considered as Extra Work. Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and GARVER:

1. Construction phase services.
2. Redesign for the OWNER's convenience or due to changed conditions after previous alternate direction and/or approval.
3. Design or planning for facilities beyond the scope of this project, as detailed herein.
4. Contractor prequalification (the bid documents will include a Qualification Statement that the bidders will be required to submit along with their bid).
5. Submittals or deliverables in addition to those listed herein.
6. Meetings and/or Workshops in addition to those listed herein.
7. Geotechnical services.
8. Environmental services.
9. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to MDEQ.
10. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
11. Floodplain delineation, hydraulic/hydrology analysis, No-Rise Certification and/or coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
12. Operations and Maintenance Manual.

Compensation

The compensation for services performed by GARVER on this project are broken down herein.

Phase Description	Amount	Basis of Compensation
Task 1 – Survey	\$12,500	Lump Sum
Task 2 – Preliminary Design Phase Services	\$323,600	Lump Sum
Task 3 – Final Design Phase Services	\$295,600	Lump Sum
Task 4 – Bid Phase Services	\$39,700	Lump Sum
Task 5 – Construction Phase Services	TBD	-
Total Amount	\$671,400	-

Schedule

GARVER shall begin work under this Agreement within five (5) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Task 1 - Surveys	30 days from Notice to Proceed
Task 2 – Preliminary Design, 50% submittal	60 days from Notice to Proceed
Task 3 – Final Design, 90% Submittal	45 days from approval of 50% Design Documents
Task 3 – Final Design, MDEQ Submittal	45 days from approval of 50% Design Documents
Task 3 – Final Design, Bidding Documents	14 days from approval of 90% Design Documents by OWNER
Task 4 – Bidding Services, Bidding	Immediately upon completion of Final Design and Contractor Prequalification
Task 8 – Construction Phase Services	TBD



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

AGENDA ITEM DEPT: Utilities
AGENDA DATE: 03.05.2024
PAGE: 1

SUBJECT: Consideration of accepting Grant Agreement Modification #1 to the Municipality and County Water Infrastructure (MCWI) Grant for the Aerator Replacement project for the wastewater treatment plant.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

The City entered into the MCWI grant agreement that provides matching funds for the City's ARPA moneys. This grant modification allows the grant funds to be used for the Aerator Replacement project at the wastewater treatment plant in lieu of the Downtown Water project.

SUGGESTED MOTION:

Move approval of accepting Grant Agreement Modification #1 to the Municipality and County Water Infrastructure (MCWI) Grant for the Aerator Replacement project for the wastewater treatment plant.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 194-2-CW-5.5

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Starkville, UEI Number: JD6GFW5BX1L3 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 26th day of June 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

The MDEQ Agreement No. “194-2-DW-5.15” is replaced with “194-2-CW-5.5”.

Section 3. PURPOSE is replaced with the following: “The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. This Project is not for Research and Development.”

Attachment A, Project Name, Scope of Work and Project Timeline and Requirements, is replaced with the revised document attached.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF STARKVILLE

Mayor Lynn Spruill
Signature of Authorized Representative

Lynn Spruill
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Wastewater Treatment Plant Aerator Improvements

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes rehabilitation of the current aeration processes at the Ernest E. Jones Wastewater Treatment Plant and associated appurtenances.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about July 11, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about July 18, 2024, advertise each construction contract for bids, if not already submitted to MDEQ;
- d. On or about August 09, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. On or before August 30, 2024, execute construction contract;

- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.