

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
August 3, 2021**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on August 3, 2021 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin. Alderman Ben Carver appeared telephonically.

Mayor Lynn Spruill asked the Clerk to call roll of the Aldermen. Having confirmed each was present, she opened the meeting with the Pledge of Allegiance followed by a moment of silence.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

Alderman Beatty offered a motion, duly seconded by Alderman Rupp, to approve the August 3, 2021 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, AUGUST 3, 2021
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 JULY 6, 2021 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JULY 16, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

National Night Out On Crime is from 6-9 pm at Sportsplex

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

JOHN BATEMAN, STARKVILLE AREA ARTS COUNCIL EXECUTIVE DIRECTOR

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF VA 21-07: A REQUEST FOR A VARIANCE FROM WALL SIGN SIZE REQUIREMENTS LOCATED AT 100 EAST MAIN STREET (RESTAURANT TYLER) IN A T-5D ZONING DISTRICT WITH THE PARCEL NUMBER 1118P-00-317.00. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 10 WITH THE PARCEL NUMBER 118K-00-016.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY SUCH THAT DEMOLITION COULD OCCUR.

SECOND PUBLIC HEARING CONCERNING AN ORDINANCE TO REGULATE E-SCOOTERS AND ESTABLISH THE REQUIREMENTS AND REGULATIONS FOR USE WITHIN THE CITY LIMITS OF THE CITY OF STARKVILLE.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

X. BOARD BUSINESS

A. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON THE 2021-2022 BUDGET AND TAX LEVY FOR THE CITY OF STARKVILLE TO BE HELD AT THE AUGUST 17, 2021 MEETING.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION OF A FLIGHT SCHOOL OPERATIONS AGREEMENT TEMPLATE.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF AN ENCROACHMENT AGREEMENT TO ALLOW THE PLACEMENT OF A RESIDENTIAL DEVELOPMENT SIGN WITHIN THE RIGHT-OF-WAY AT THE ENTRANCE TO THE OAKVALE SUBDIVISION ON FIELDGATE DRIVE.
2. CONSIDERATION OF REAPPOINTING CYNDI SULLIVAN AND CHRISTOPHER HUNTER, SOLE APPLICANTS, TO THE HISTORIC PRESERVATION COMMISSION WITH 3 YEAR TERMS EXPIRING ON JULY 31, 2024.
3. DISCUSSION AND CONSIDERATION OF COA 21-05: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 410 GREENSBORO STREET ON A PARCEL THAT IS CURRENTLY ZONED TN-E WITH THE PROPERTY # 118O-00-298.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF THE BOARD ORDER APPROVING THE APPLICATION OF THE PLEASANT ACRES BRIDGE REPLACEMENT FOR THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION EMERGENCY ROAD AND BRIDGE REPAIR FUND AND AUTHORIZATION FOR THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS TO COMPLETE THE APPLICATION AND PROCEED WITH THE PROJECT SHOULD THE CITY BE AWARDED.
2. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE HOLLYWOOD DRIVE DRAINAGE PROJECT FROM JONATHAN BURNS CONSTRUCTION IN THE AMOUNT OF \$20,260.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.
3. CONSIDERATION OF DECLARING DRAINAGE PIPE AS SURPLUS AND AUCTION ON GOVDEALS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 27, 2021 FOR FISCAL YEAR ENDING 9/30/21, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BENJAMIN MARK WOJNO AS CERTIFIED POLICE OFFICER.

2. REQUEST AUTHORIZATION TO HIRE GUYVESTER DOBBS AND JOHN PUGH AS CERTIFIED FIREFIGHTERS.
3. REQUEST AUTHORIZATION TO HIRE KAREN CRECINK AS A PART-TIME PAYROLL CLERK IN THE CITY CLERK'S OFFICE.
4. REQUEST AUTHORIZATION TO HIRE KASEY TRAINER AS A PART-TIME RECEPTIONIST IN THE CITY CLERK'S OFFICE.
5. REQUEST AUTHORIZATION TO HIRE KENNETH BRIGGS AND MELVIN DAVIS AS MAINTENANCE WORKERS IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO ADVERTISE FOR A LEAD LANDSCAPE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL FOR THE LOWER QUOTE OF \$16,038.50 WITH A \$1,080.00 COST FOR CLOUD ACCESS SOFTWARE FROM SECURITY SOLUTIONS FOR THE PURCHASE OF AN ELECTRONIC DOOR ACCESS CONTROL SYSTEM FOR CITY HALL.

I. PARKS

1. CHANGE ORDER FOR CORNERSTONE PARK TO INCLUDE A KNEE WALL AND SIGNAGE FOR THE PLAZA SPONSORED BY RICHARD ADKERSON.

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF RELEASE OF OVERHEAD UTILITY EASEMENT RELATED TO VISTA STARKVILLE, LLC.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM FERGUSON FOR C900 PIPE (MATERIAL ONLY) FOR LONGVIEW ROAD PROJECT IN THE AMOUNT OF \$14,875.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL AUGUST 17, 2021 @ 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 at (662) 323-2525, ext. 3130 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 22:

2. CONSIDERATION OF THE MINUTES OF THE JULY 6, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the July 6, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JULY 16, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the July 16, 2021 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the July 6, 2021 Official Agenda, and to accept items for consent, whereby the “approval of extending the Proclamation of a Local Emergency due to the Covid-19 Virus for an additional thirty (30) days” is enumerated, this consent item is thereby approved.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

City of Starkville, Oktibbeha County, Mississippi

WHEREAS, The City of Starkville Mayor and Board of Aldermen did find that conditions of extreme peril to the safety of persons and property arose within the City of Starkville, caused by Infectious Disease Pandemic COVID-19 commencing on March 17, 2020 and

WHEREAS, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the continuation of the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency continues to exist throughout the City of Starkville and Oktibbeha County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City of Starkville agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the Oktibbeha County Comprehensive Emergency Management Plan.

DATE: August 3, 2021

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

5. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON THE 2021-2022 BUDGET AND TAX LEVY FOR THE CITY OF STARKVILLE TO BE HELD AT THE AUGUST 17, 2021 MEETING.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for a public hearing on the 2021-2022 budget and tax levy for the City of Starkville with the first public hearing to be held August 17, 2021” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF A FLIGHT SCHOOL OPERATIONS AGREEMENT TEMPLATE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the Flight School Operations Agreement between the City of Starkville and a Flight Training Operator to provide Flight Training Services on George M. Bryan Field” is enumerated, this consent item is thereby approved. Template follows this page.

7. CONSIDERATION OF AN ENCROACHMENT AGREEMENT TO ALLOW THE PLACEMENT OF A RESIDENTIAL DEVELOPMENT SIGN WITHIN THE RIGHT-OF-WAY AT THE ENTRANCE TO THE OAKVALE SUBDIVISION ON FIELDGATE DRIVE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval of an Encroachment Agreement to allow the placement of a residential development sign within the right-of-way at the entrance to the Oakvale subdivision on Fieldgate Drive” is enumerated, this consent item is thereby approved. Oakvale agreement follows the airport agreement.

8. CONSIDERATION OF REAPPOINTING CYNDI SULLIVAN AND CHRISTOPHER HUNTER, SOLE APPLICANTS, TO THE HISTORIC PRESERVATION COMMISSION WITH 3 YEAR TERMS EXPIRING ON JULY 31, 2024.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval of reappointing Cyndi Sullivan and Christopher Hunter to the Historic Preservation Commission with a 3 year term expiring on July 31, 2024” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF COA 21-05: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 410 GREENSBORO STREET ON A PARCEL THAT IS CURRENTLY ZONED TN-E WITH THE PROPERTY # 118O-00-298.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval of COA 21-05: a request for a Certificate of Appropriateness at 410 Greensboro Street on a parcel that is currently zoned TN-E with the property # 118O-00-298.00” is enumerated, this consent item is thereby approved.

**FLIGHT SCHOOL
OPERATIONS AGREEMENT**

EFFECTIVE DATE: _____

FLIGHT SCHOOL NAME: _____

OWNER/OPERATOR: _____

**PRIMARY PHONE & EMAIL
OF OPERATOR:** _____

This Agreement is entered into effective the day and date entered above by and between the **CITY OF STARKVILLE, MISSISSIPPI**, as the OWNER of the Starkville Municipal Airport, George M. Bryan Field, (hereafter "OWNER" and the FLIGHT SCHOOL OPERATOR identified (hereafter "FLIGHT SCHOOL or OPERATOR") above for the purpose of authorizing the said FLIGHT SCHOOL to operate and provide flight training services.

In consideration of the mutual covenants and agreements each made to the other the City and FLIGHT SCHOOL undertake and agree as follows:

1. FLIGHT SCHOOL shall be authorized to operate and provide flight training services from George M. Bryan Field to include pre-flight and post-flight operations;
2. FLIGHT SCHOOL shall **not** be authorized to utilize any of the public space located within the FBO building or privately leased hangars for ground school training;
3. FLIGHT SCHOOL shall, at its sole expense, maintain and keep on file with the airport manager the following insurance:: general liability insurance for all flight operations with a minimum limit of \$1,000,000 per occurrence; the statutory limit for workers compensation (if applicable); All such insurance shall be issued by a carrier that is licensed to do business in the State of Mississippi and shall name the City of Starkville, Mississippi as additional name insured on a primary basis in all liability coverages and include a waiver of subrogation endorsement. OPERATOR agrees to provide proof of liability insurance to the airport director for any and all aircraft based, operated or maintained at the airport.

OPERATOR agrees to indemnify, defend and hold harmless the airport OWNER, its representatives, elected officials, employees and agents against any and all claims, liabilities, damages, costs, penalties, fines and expenses, including reasonable attorney's fees, arising from any act or omission of OPERATOR in connection with its FLIGHT SCHOOL operations at the airport.

4. In the event that any terms of this operations agreement conflicts with any conditions, restrictions, rules, or regulations promulgated or contracted by the United States Government or any department or agency thereof having jurisdiction over said airport, or by the Aeronautics Division of the Mississippi Department of Transportation, such conditions, restrictions, rules or regulations of these governments or governmental agencies shall control.
5. The FLIGHT SCHOOL, for itself, its members, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree to the following: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities; and (b) that FLIGHT SCHOOL shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federal-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights act of 1964, and as said regulations may be amended.
6. FLIGHT SCHOOL expressly agrees that: (a) it is an independent contractor and is not an agent, employee, or representative of the City Of Starkville, Mississippi; (b) that neither the individual members of the Starkville/Oktibbeha County Airport Board, nor Airport Director, nor Airport Operations Manager, nor the Mayor and Board of Aldermen of the City of Starkville, nor the Oktibbeha County Board of Supervisors, shall be charged personally with any liability under any covenant of this agreement or because of any breach thereof.

7. City of Starkville and FLIGHT SCHOOL agree and understand that notwithstanding any of the foregoing terms and conditions of this agreement, that the City of Starkville or FLIGHT SCHOOL shall have the absolute right to terminate this agreement upon ninety (90) days written notice to the other party.
8. This agreement constitutes the entire agreement between the parties hereto. Representations or statements not contained herein shall be valid only if in writing, as an addendum to this agreement and signed by all parties.
9. This operations agreement shall be construed according to the laws of the State of Mississippi, the venue and jurisdiction of any action to enforce or construe this agreement shall be vested exclusively in the State courts of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Eastern Division, as the case may be.

STARKVILLE MUNICIPAL AIRPORT, GEORGE M. BRYAN FIELD, ("AIRPORT OWNER")

BY: RODNEY LINCOLN

ITS: AIRPORT MANAGER

_____ **(FLIGHT SCHOOL)**

BY: _____ (PRINT NAME)

ITS: _____

STREET RIGHT OF WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between A.S. Fornea Construction, LLC (hereinafter "**DEVELOPER**"), and **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation existing pursuant to the laws of the State of Mississippi (hereinafter "**CITY**").

WITNESSETH:

WHEREAS, the **DEVELOPER** desires to construct and install a Residential Development Entrance Sign on property located in the City of Starkville, County of Oktibbeha, State of Mississippi, more specifically described as being located on Fieldgate Drive approximately thirty feet south of Lynn Lane within a median island.

WHEREAS, the **DEVELOPER** and the **CITY**, are aware that the new installation is constructed on the right of way in an area approximately one-hundred and ten square feet; as reflected on the attached Exhibit "A" and made part of this agreement; and

WHEREAS, the **DEVELOPER** and the **CITY**, both having been made aware of the proposed right of way encroachment, desire to provide for the permissive use thereof.

NOW, THEREFORE, in consideration of the **CITY** allowing the **DEVELOPER** to construct and maintain said structure in the above-described right of way, the **DEVELOPER** and **CITY** do mutually agree and covenant as follows:

The **DEVELOPER** agrees to bear the expense of any relocation or adjustment as deemed necessary by the **CITY** to sewers, public improvements and utilities made necessary by the encroachment of said structure in the existing right of way.

The **CITY** will not be responsible for any damage to said structure in the existing right of way.

The **DEVELOPER** agrees to indemnify, defend, and hold harmless the **CITY** and its employees, agents, and representatives from any loss, damage, inconvenience, injury, loss of business, claim, judgement, or any other expense, including attorney fees, brought against the **CITY** or its employees, agents, or representatives relating to said structure.

The **DEVELOPER** agrees to assume full and complete responsibility for any and all damage to the **City's** right of way, easement, public improvements, drainage facilities, sanitary sewers or public utilities during construction, repairs and maintenance of the said structure.

The **DEVELOPER** agrees to pay for the recordation of this agreement and any plats or plans that may be attached.

The **DEVELOPER** shall be solely responsible for any and all damage and/or injuries caused by, relating to, or resulting from said structure.

The **DEVELOPER** agrees to furnish, on demand of the City Attorney of the **CITY**, satisfactory evidence that it has the lawful right to enter into this agreement for the purposes herein contained, and said agreement is subject to the approval of said City Attorney.

The **DEVELOPER** hereby agrees that this agreement shall run with the land and shall be binding on the successors and assigns of the **DEVELOPER**.

Execution of this instrument shall in no way be interpreted by the **DEVELOPER** as relinquishment by the **CITY** of said right of way, and the **CITY** specifically retains all of its lawful rights and powers associated therewith.

This Agreement shall be null and void if any future improvements or alterations are made to the portion of the structure located inside of the **CITY's** right of way without written permission by the **CITY** through the City Planner's office.

This Agreement was given approval by the Mayor and Board of Aldermen at a meeting held on August 3, 2021.

IN WITNESS WHEREOF, the parties have executed this agreement on _____, 2021.

DEVELOPER:

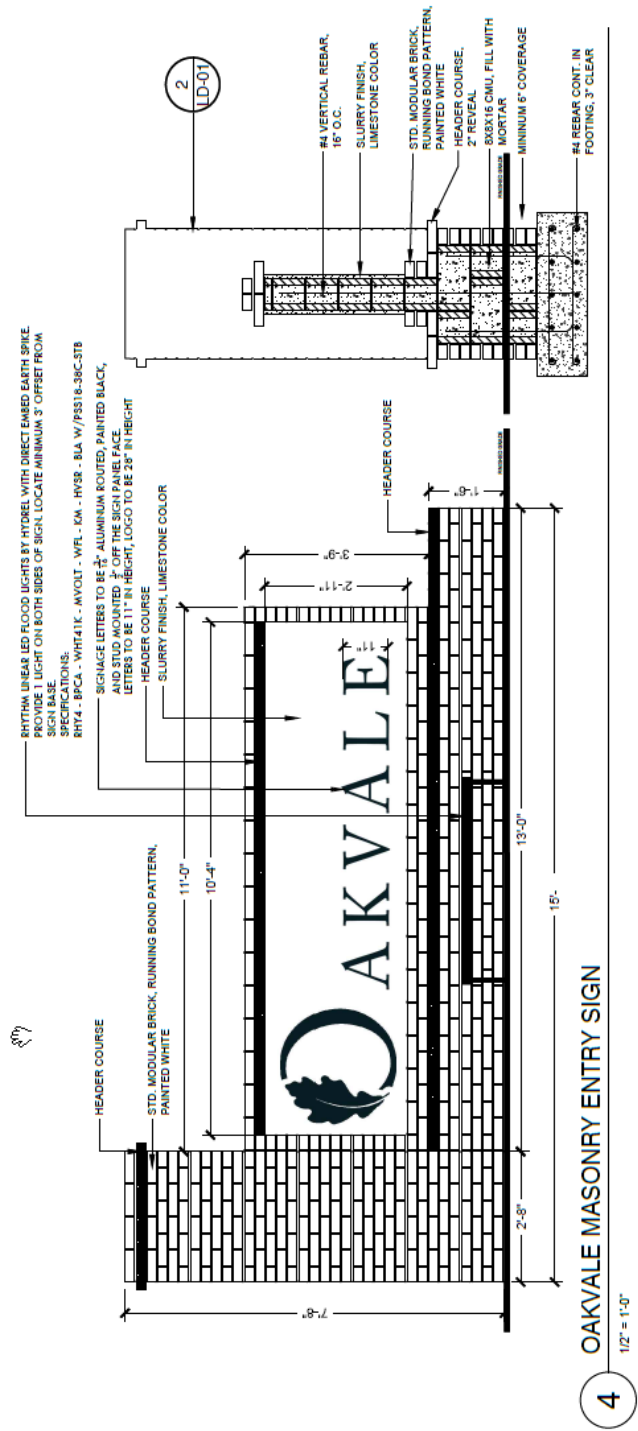
Andy Fornea, A.S. Fornea Construction, LLC

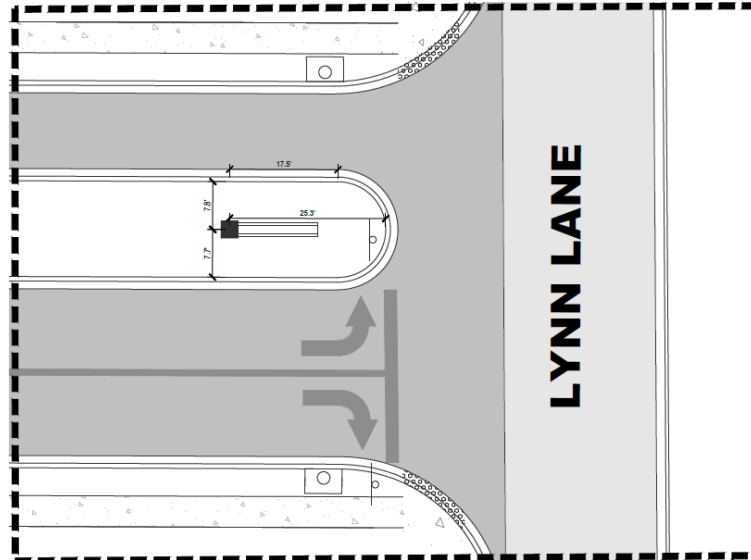
CITY OF STARKVILLE, MISSISSIPPI:

Lesa Hardin, City Clerk

Lynn Spruill, Mayor

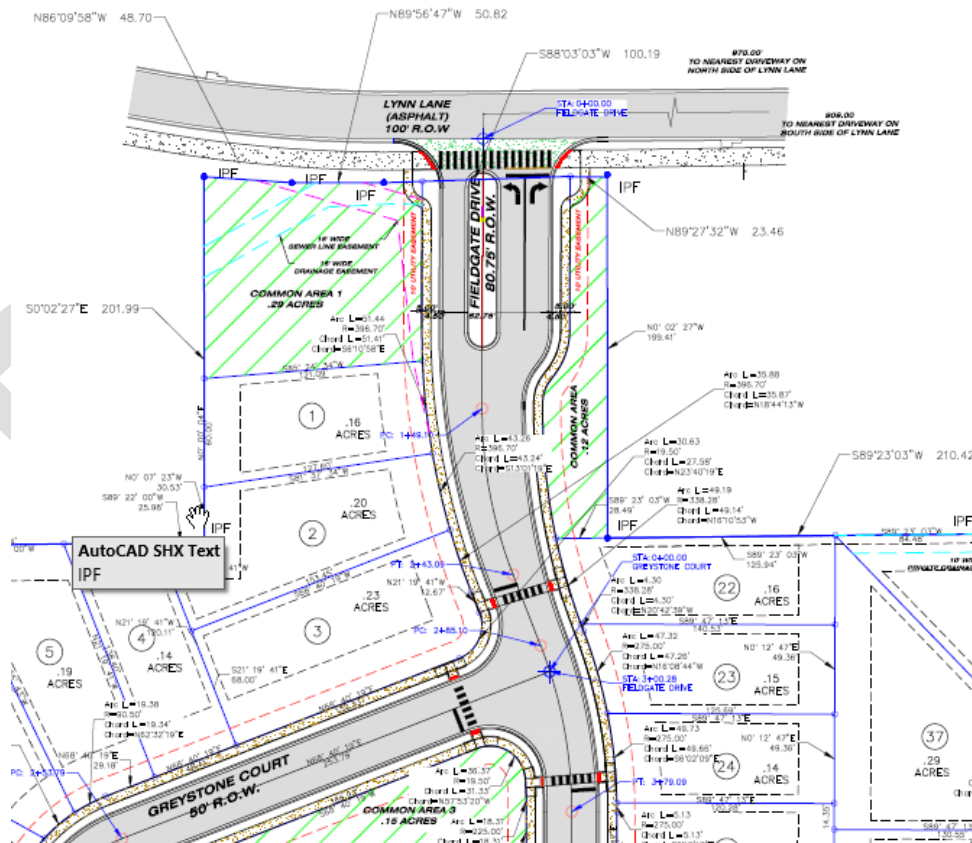
EXHIBIT "A"





LYNN LANE ENTRANCE

1" = 10'-0"



10. CONSIDERATION OF APPROVAL OF THE BOARD ORDER APPROVING THE APPLICATION OF THE PLEASANT ACRES BRIDGE REPLACEMENT FOR THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION EMERGENCY ROAD AND BRIDGE REPAIR FUND AND AUTHORIZATION FOR THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS TO COMPLETE THE APPLICATION AND PROCEED WITH THE PROJECT SHOULD THE CITY BE AWARDED.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the Board Order approving the application of the Pleasant Acres Bridge replacement for the Mississippi Department of Transportation Emergency Road and Bridge Repair Fund and authorization for the Mayor to execute any necessary documents to complete the application and proceed with the project should the City be awarded” is enumerated, this consent item is thereby approved.

**A RESOLUTION BY THE CITY OF STARKVILLE
REGARDING THE
EMERGENCY ROAD & BRIDGE REPAIR FUND PROGRAM**

WHEREAS, the Mississippi Department of Transportation (MDOT) is soliciting projects for the Emergency Road and Bridge Repair Fund (ERBRF) Program for emergency repairs to public roads and bridges in the state, and

WHEREAS, THE CITY OF STARKVILLE desires to submit an application for the PLEASANT ACRES BRIDGE REPLACEMENT, and

WHEREAS, THE CITY OF STARKVILLE acknowledges that if the project is awarded, grant funding will not exceed the amount requested in the application or eligible project costs, whichever is less, and

NOW, THEREFORE, BE IT RESOLVED, that THE CITY OF STARKVILLE authorizes the preparation and submission of applications for the Emergency Road and Bridge Repair Fund Program and authorizes the execution of such grants and/or related documents required for commencement of the project.

SO ORDERED this 3rd day of August, 2021.

THE CITY OF STARKVILLE

BY: _____

D. Lynn Spruill, Mayor

11. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE HOLLYWOOD DRIVE DRAINAGE PROJECT FROM JONATHAN BURNS CONSTRUCTION IN THE AMOUNT OF \$20,260.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the low quote for the Hollywood Drive Drainage project from Jonathan Burns Construction in the amount of \$20,260.00 and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

Three quotes received: Jonathan Burns Construction - \$ 20,260.00
H & H Construction. LLC - \$ 23,505.00
Warner Construction, LLC - \$ 28,030.00

12. CONSIDERATION OF DECLARING DRAINAGE PIPE AS SURPLUS AND AUCTION ON GOVDEALS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval of declaring drainage pipe removed from Cornerstone Park as surplus and auction on Govdeals” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF AUTHORIZATION TO HIRE BENJAMIN MARK WOJNO AS CERTIFIED POLICE OFFICER.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Benjamin Mark Wojno as a Certified Police Officer” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF AUTHORIZATION TO HIRE GUYVESTER DOBBS AND JOHN PUGH AS CERTIFIED FIREFIGHTERS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Guyvester Dobbs and John Pugh as Certified Firefighters” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF AUTHORIZATION TO HIRE KAREN CRECINK AS A PART-TIME PAYROLL CLERK IN THE CITY CLERK’S OFFICE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Karen Crecink as a part-time Payroll Clerk in the City Clerk’s Office” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF AUTHORIZATION TO HIRE KASEY TRAINER AS A PART-TIME RECEPTIONIST IN THE CITY CLERK’S OFFICE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval of ” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF AUTHORIZATION TO HIRE KENNETH BRIGGS AND MELVIN DAVIS AS MAINTENANCE WORKERS IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Kenneth Briggs and Melvin Davis as Maintenance Workers in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR A LEAD LANDSCAPE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Lead Landscape Worker in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF APPROVAL FOR THE LOWER QUOTE OF \$16,038.50 WITH A \$1,080.00 COST FOR CLOUD ACCESS SOFTWARE FROM SECURITY SOLUTIONS FOR THE PURCHASE OF AN ELECTRONIC DOOR ACCESS CONTROL SYSTEM FOR CITY HALL.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the lower quote of \$16,038.50 with a \$1,080.00 cost for cloud access software from Security Solutions for the purchase of an electronic door access control system for City Hall” is enumerated, this consent item is thereby approved.

Two quotes: Security Solutions - \$17,118.50 total and Magnolia Security \$22,880.00

20. CONSIDERATION OF A CHANGE ORDER FOR CORNERSTONE PARK TO INCLUDE A KNEE WALL AND SIGNAGE FOR THE PLAZA SPONSORED BY RICHARD ADKERSON.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval of a change order for Cornerstone Park to include a knee wall and signage for the plaza sponsored by Richard Adkerson” is enumerated, this consent item is thereby approved. The change order follows this page.

21. CONSIDERATION OF RELEASE OF OVERHEAD UTILITY EASEMENT RELATED TO VISTA STARKVILLE, LLC.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval of release of overhead utility easement related to Vista Starkville, LLC” is enumerated, this consent item is thereby approved. Easement follows Cornerstone change order.

22. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM FERGUSON FOR C900 PIPE (MATERIAL ONLY) FOR LONGVIEW ROAD PROJECT IN THE AMOUNT OF \$14,875.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the August 3, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Ferguson for C900 pipe (material only) for Longview Road project in the amount of \$14,875.00” is enumerated, this consent item is thereby approved.

3 Quotes Received: Ferguson - \$14,875.00, Southern Pipe - \$16,835.00 and G&C Supply Co. - \$17,990.00

Cornerstone Park - Phase 3 **CONTRACT CHANGE ORDER FORM**

CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 1	
OWNER:	City of Starkville	DATE:	7/28/2021
CONTRACTOR:	T & M Steel Erectors, Inc.		

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Adkerson Plaza		\$35,747.00
TOTALS		\$0.00	\$35,747.00
OVERALL TOTAL			\$35,747.00

JUSTIFICATION: Additional seat wall, signage, signage lighting, electrical for Adkerson Plaza additions.

The amount of the Original Contract was:	\$9,073,064.00
Change Order #1 increased the contract amount by:	\$35,747.00
The Contract Total including this change order will be:	\$9,108,811.00

The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	"10"
The new Contract Completion Date will be:	May 2, 2022

This document will become a supplement to the signed contract agreement and all provisions will apply hereto.

Requested	_____	_____
	Phase Manager - David D'Aquilla	Date
Recommended	_____	_____
	Project Manager - Sam Henry	Date
Accepted	_____	_____
	Contractor - T & M Steel Erectors, Inc.	Date
Approved	_____	_____
	City of Starkville Mayor Lynn Spruill	Date

Prepared by:

Robert E. Pendley
Baker, Donelson, Bearman,
Caldwell & Berkowitz, PC
420 20th Street North
1400 Wells Fargo Tower
Birmingham, AL 35203
(205) 244-3856

Upon recording, return to:

Old Republic National Title Insurance Company
530 South Main St., Suite 1031
Akron, OH 44311

RELEASE OF EASEMENT

WHEREAS, the City of Starkville (the "City"), as successor in title to the United States of America, holds title to a right of way (the "Easement") by virtue of that certain Grant of Transmission Line Easement made by James E. Wade and wife, Rose Thruman Wade to the United State of America recorded on February 2, 1962 in Book No. 328, Page 247 in the records of the Chancery Court of Oktibbeha County;

WHEREAS, The Vista-Starkville, LLC, a Delaware limited liability company (the "Owner"), owns the real property on which the Easement is located (the "Property") as further described on Exhibit A attached hereto and made a part hereof;

WHEREAS, Owner has requested that the Easement described below be released in exchange for a replacement easement that runs purely underground given to the City per that certain plat attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the City has determined that the release of the Easement will not adversely affect the City.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the City, for valuable consideration given, does hereby release unto the Owner, all parts of the Easement contained within the Property.

[Signature page follows]

IN WITNESS WHEREOF, the City have executed this instrument to be effective as of the day and year first above written.

CITY:

CITY OF STARKVILLE

By: [Signature]
Name: Lynn Spruill
Its: Mayor

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of August, 2021, within my jurisdiction, the within named Lynn Spruill who acknowledged that he/she is Mayor of the City of Starkville, and as the Mayor of said city and as the act and deed of said city, he/she executed the above and foregoing instrument after first having been duly authorized by said city so to do.

[Signature: Lesa Davis Hardin]
NOTARY PUBLIC

My Commission Expires:

Aug. 8, 2021



[City's signature page to Release of Easement]

EXHIBIT "A"

Property

TRACT 1:

A tract or parcel of land being all of lots 29, 30, 31 and part of Lot 28 in Block 28 of the A. L. Goodman Official Map of the City Starkville, Mississippi lying and being in the Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 2, Township 18 North, Range 14 East, Oktibbeha County, Mississippi containing two and sixty-four hundredths (2.64) acres, more or less, and being more particularly described as follows:

As the POINT OF BEGINNING of the herein described parcel, start at the Southwest corner of Lot 29, Block 28, of the A. L. Goodman Official Map of the City of Starkville, Mississippi, said point lying on the North right-of-way margin of University Drive, said right-of-way being 60 feet in width; thence run in a Southeasterly direction and along the North right-of-way margin of University Drive for a distance of 227.05 feet to a point; thence with an interior angle right of 180 degrees 13 minutes, continue in a Southeasterly direction and along the North right-of-way margin of University Drive for a distance of 30.05 feet to a point; thence with an Interior angle right of 78 degrees 02 minutes, run in a Northerly direction and along the East boundary of said Lot 31 for a distance of 213.93 feet to a point; thence with an Interior angle right of 175 degrees 07 minutes, run in a Northerly direction and along the East boundary of said Lot 31 for a distance of 84.76 feet to a point; thence with an Interior angle right of 165 degrees 30 minutes, run in a Northerly direction and along the East boundary of said Lot 31 for a distance of 398.72 feet to a point being the Northeast corner of Lot 31, said point lying on the North boundary of said Section 2; thence with an Interior angle right of 88 degrees 06 minutes, run in a Westerly direction and along the North boundary of said Lot 31 and of said Section 2 for a distance 146.81 feet to a point being the Northwest corner of said Lot 31; thence with an interior angle right 89 degrees 11 minutes, run in a Southerly direction and along the West boundary of said Lot 31 for a distance of 229.66 feet to a point; thence with an interior angle right of 303 degrees 31 minutes, run in a Northwesterly direction for a distance of 19.37 feet to a point: thence with an interior angle right of 57 degrees 30 minutes, run in a Southerly direction for a distance of 69.63 feet to a point lying on the Northwest boundary of said Lot 29; thence with an Interior angle right of 214 degrees 03 minutes, run in a Southwesterly direction and along the Northwest boundary of said Lot 29 for a distance of 298.90 feet to the POINT OF BEGINNING of the herein described parcel, forming an Interior closure angle of 89 degrees 36 minutes.

TRACT 2:

A tract or parcel of land being all of Lot 33, and part of Lot 35B in Block 28 of the A. L. Goodman Official Map of the City of Starkville, Mississippi; lying and being in the Northwest quarter of the Northeast quarter of Section 2, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, containing two and ninety-five hundredths (2.95) acres, more or less, and being more particularly described as follows:

As a POINT OF COMMENCEMENT, start at the Southeast corner of Lot 35, Block 28 of the A. L. Goodman Official Map of the City of Starkville, Mississippi, said point lying on the North right-of-way margin of University Drive and the West right-of-way margin of Camp Avenue; thence run in a Northerly direction and along the West right-of-way margin of Camp Avenue, said right-of-way being approximately 35 feet in width, for a distance of 343.22 feet to the POINT OF BEGINNING of the herein described parcel; thence with an interior angle left of 89 degrees 51 minutes, run in an Easterly direction and along the North right-of-way margin of Camp Avenue for a distance of 34.65 feet to a point; thence with an Interior angle right of 90 degrees 00 minutes, run in a Northerly direction for a distance of 402.60 feet to a point, thence with an Interior angle right of 88 degrees 22 minutes, run in a Westerly direction for a distance of 181.12 feet to a point lying on the East boundary of said Lot 33; thence with an interior angle right of 271 degrees 10 minutes, run in a Northerly direction and along the East boundary of said Lot 33 for a distance of 259.23 feet to a point being the Northeast corner of said Lot 33, said point lying on the North boundary of said Section 2: thence with an Interior angle right of 91 degrees 31 minutes run in a Westerly direction and along the North boundary of said Lot 33 and of said Section 2 for a distance of 188.38 feet to a point being the Northwest corner of said Lot 33; thence with an Interior angle right of 91 degrees 52 minutes, run in a Southerly direction and along the West boundary of said Lot 33 for a distance of 398.72 feet to a point being the Southwest corner of said Lot 33; thence with an Interior angle right of 89 degrees 29 minutes , run in an Easterly direction and along the South boundary of said Lot 33 for a distance of 157.90 feet to a point lying on the West boundary of said Lot 35B: thence with an Interior angle right of 267 degrees 01 minute, run in a Southerly direction and along the West boundary of said Lot 35B for a distance of 67.08 feet to a point; thence with an interior angle right of 89 degrees 59 minutes, run in an Easterly direction for a distance of 198.20 feet to a point lying on the East boundary of said lot 35B; thence with an Interior angle right of 270 degrees 27 minutes, run in a Southerly direction and along the East boundaries of Lots 35B, 35A and 35 for a distance of 190.27 feet to the POINT OF BEGINNING of the herein described parcel, forming an Interior closure angle of 90 degrees 09 minutes.

TRACT 3:

A tract or parcel of land being part of Lots 32 and 35B in Block 28 of the A. L. Goodman Official Map of the City of Starkville, Mississippi; lying and being in the Northwest quarter of the Northeast quarter of Section 2, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, containing one and forty-seven hundredths (1.47) acres, more or less, and being more particularly described as follows:

As a POINT OF COMMENCEMENT, start at the Southeast corner of Lot 35, Block 28, of the A. L. Goodman Official Map of the City of Starkville, Mississippi, said point lying on the North right-of-way margin of University Drive and the West right-of-way margin of Camp Avenue; thence run in a Northerly direction and along the West right-of-way margin of Camp Avenue, said right-of-way being approximately 35 feet in width, for a distance of 343.22 feet to the POINT OF BEGINNING of the herein described parcel; thence continue in a Northerly direction and along the East boundary of said Lot 35B for a distance of 190.27 feet to a point; thence with an interior angle right of 89 degrees 33 minutes, run in a Westerly direction for a distance of 198.20 feet to a point lying on the East boundary of said Lot 32; thence with an interior angle right of 270 degrees 01 minute, run in a Northerly direction and along the East boundary of said

Lot 32 for distance of 67.08 feet to a point; thence with an Interior angle right of 92 degrees 59 minutes, run in a Westerly direction for a distance of 157.90 feet to a point lying on the West boundary of said Lot 32; thence with an interior angle right of 105 degrees 01 minute, run in a Southerly direction and along the West boundary of said Lot 32 for a distance of 84.76 feet to a point; thence with an Interior angle right of 105 degrees 43 minutes, run in a Southeasterly direction for a distance of 127.37 feet to a point; thence with an Interior angle right of 262 degrees 35 minutes, run in a Southerly direction for a distance of 60.00 feet to a point; thence with an interior angle right of 101 degrees 17 minutes, run in a Southeasterly direction for a distance of 57.48 feet to a point; thence with an Interior angle right of 150 degrees 12 minutes, run in an Easterly direction for a distance of 59.52 feet to a point being the Southwest corner of said Lot 35-B; thence with an Interior angle right of 82 degrees 12 minutes, run in a Northerly direction and along the West boundary of said Lot 35-B for a distance of 20.92 feet to a point; thence with an interior angle right of 281 degrees 00 minutes, run in an Easterly direction for a distance of 200.43 feet to the POINT OF BEGINNING of the herein described parcel, forming an Interior closure angle of 79 degrees 27 minutes.

EXHIBIT “B”

Plat

[Separately Attached]

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill invited everyone to attend the National Night Out on Crime which will be open from 6 pm until 9 pm at the Sportsplex.

BOARD OF ALDERMEN COMMENTS:

Alderman Sistrunk encouraged everyone to look for the upcoming Time and ASPCA magazines for coverage of the Starkville Humane Society relocation program.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked for consideration of a traffic crossing signal at the intersection of Kroger and Hwy 12.

PUBLIC APPEARANCE:

JOHN BATEMAN, STARKVILLE AREA ARTS COUNCIL EXECUTIVE DIRECTOR

Director John Bateman and Program Coordinator Juliet Reed discussed what the Starkville Area Arts Council does throughout the City. He noted the recent growth of the mural program. They noted there is \$18,000 in their ending reserve which is due mostly to grants and stimulus funding. The Cotton District Arts Festival is scheduled for October 2 and in the past has seen an attendance of approximately 50,000. John Bateman recently resigned due to relocation for graduate school and the Board of Directors are accepting applications for his replacement.

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF VA 21-07: A REQUEST FOR A VARIANCE FROM WALL SIGN SIZE REQUIREMENTS LOCATED AT 100 EAST MAIN STREET (RESTAURANT TYLER) IN A T-5D ZONING DISTRICT WITH THE PARCEL NUMBER 1118P-00-317.00.

Daniel Havelin, City Planner, presented VA 21-07: a request by Jonathan Ty Thames of Restaurant Tyler, LLC for a variance on wall sign size requirements located at 100 East Main Street. The applicant is proposing to paint a large mural and wall sign on the South Washington Street side of the building. The proposed wall sign exceeds the maximum dimensions of 3' tall and the maximum font height of 18".

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

23. CONSIDERATION OF VA 21-07.

Alderman Brooks, duly seconded by Alderman Rupp, offered a motion approving VA 21-07. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 10 WITH THE PARCEL NUMBER 118K-00-016.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY SUCH THAT DEMOLITION COULD OCCUR.

Code Enforcement Officer Sarah Perez and Building Inspector Stein McMullen presented their findings and recommendations. Initial investigation of the property at 305 Everglade Building #10 (Parcel # 118K-00-016.00) was performed on May 28, 2021 to investigate complaints received. On June 10, 2021, Code Enforcement Officer Sarah Perez and Building Inspector Stein McMullen re-inspected the property. The inspections found conditions not suitable for public health, safety and habitation such as, water damage, broken windows, weak floors, roof damage, mold, and mildew. They determined the building is in a state of dilapidation.

Photos of the conditions found are on the following pages.

Public Notices of the public hearing were posted on the subject property **07/07/2021** and City Hall **07/07/2021**. Notification letters of the public hearing were sent **07/07/2021** to the property tax payer/owner *Brookville Schoolhouse Road Estates* at the address *Las Colinas Blvd Ste 300 Irving, Tx 75039* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property ad valorem tax is collected.

Mayor Spruill opened the Public Hearing.

Alvin Turner, Ward 7, stated he could not believe people expected people to live in these conditions. He hoped they would find better living conditions soon and the owners held accountable.

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

When asked if she felt this property was dilapidated, Ms. Perez replied she did based on her observation of mold, water and structural danger to the residents. She stated she felt demolition could be an option. Building Inspector McMullen agreed with the opinion of Ms. Perez. He stated that based on his personal inspection of the interior and exterior of this property, it met the condition of an unsafe structure.



















Notices of Violations were
sent to the property and
taxpayer on 6/11/21

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

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

Irving, TX 75039

Official Use

Postmark: JUN 11 2021

Postage: \$0.95

Total Postage and Fee: \$7.40

Sent To: Schoolhouse Road Estates Brookville

Street and Apt. No.: 433 E Las Colinas Blvd Ste 300

City, State, and ZIP+4[®]: Irving, TX 75039

PS Form 3811, July 2002 PSN 7530-02-000-6067

See Reverse for Instructions

Extra Services & Fees (check box and fee):
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Certified Mail Fee: \$3.60

Postage: \$0.95

Total Postage and Fee: \$7.40

PS Form 3811, July 2002 PSN 7530-02-000-6067

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
Brookville Garden Apartments
305 Everglade Ave
Starkville, MS 39759

2. Article Number (Transfer from Service Label)
9590 9402 6341 0296 1674 98

3. Service Type
☐ Priority Mail Express[®]
☐ Registered Mail[®]
☐ Signature Restricted Delivery[™]
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery[™]
☐ Collect on Delivery[™]
☐ Collect on Delivery Restricted Delivery[™]
☐ Insured Mail[®] (Transfer from Service Label)
PS Form 3811, July 2002 PSN 7530-02-000-6063

Signature: [Signature]

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83. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

84. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

85. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

86. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

87. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

88. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

89. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

90. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

91. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

92. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

93. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

94. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

95. Delivery address different from item 1? ☐ Yes ☒ No
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96. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

97. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

98. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

99. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No

100. Delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ Yes ☒ No



City of Starkville
101 E Lumbard St
Starkville, MS 39759
Phone: (662) 322-4447

Dilapidated Structure Notice

Schoolhouse Road Estates Brookville
433 E Las Colinas Blvd Ste 300
Irving, TX 75039

Case No. 21-000165
Issued: June 11, 2021

VIOLATION LOCATION	LEGAL DESCRIPTION
305 Everglade Ave, 10 Starkville, MS 39759	

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on - before the Starkville Board of Aldermen at Starkville City Hall Municipal Court Room 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 one (1) year 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 culverts, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, stumps, 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 Community Development Director, Simon Kim, at (662) 322-2525.

24. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 10 WITH THE PARCEL NUMBER 118K-00-016.00 IS IN SUCH A STATE OF UNCLEANLINESS AND DILAPIDATION AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY SUCH THAT DEMOLITION COULD OCCUR.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion based on evidence received and the findings presented by Officer Perez and Inspector McMullen, that the building located at 305 Everglade Ave Bldg. 10 with the parcel number 118K-00-016.00 be declared a menace to the public health, safety, and welfare of the community and is dilapidated, unsafe, and unfit for human occupancy to such an extent that demolition shall occur under Miss. Code Ann. § 21-19-11.

The Board voted as follows:

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

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

SECOND PUBLIC HEARING CONCERNING AN ORDINANCE TO REGULATE E-SCOOTERS AND ESTABLISH THE REQUIREMENTS AND REGULATIONS FOR USE WITHIN THE CITY LIMITS OF THE CITY OF STARKVILLE.

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

25. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of July 27, 2021 for fiscal year ending 9/30/21, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 169,492.81
Airport Fund	015	3,256.23
Restricted Airport	016	227,361.60
Sanitation	022	34,508.44
Computer Assessments	107	25,520.63
Industrial Park Bond	303	44,182.95
American Relief Fund	309	168.00
Linkage TAP Project	310	88,061.78
Public Improv Bonds 2018	319	239,487.36
Park Bond - 2020	380	494,492.27
Trust and Agency	610	24,509.13
Econ Dev, Tourism, Conv	630	102,234.76
Sub Total Before Utilities		\$ 1,453,275.96
Utilities Dept.	SED	715,716.90
Total Claims	Total	\$ 2,168,992.86

26. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the motion of Alderman Vaughn, seconded by Alderman Rupp, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

27. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Rupp offered a motion to enter Executive Session for the purpose of discussion of the job performance of employees in the Utilities and Park Departments. Following a second by Alderman Vaughn, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of the discussion of the job performance of employees of the Utilities and Park Departments. At this time, the Board entered Executive Session.

28. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Vaughn offered a motion to return to open session. Alderman Beatty seconded the motion and the Board voted as follows to return to open session:

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

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

29. A MOTION APPROVING THE DEPARTMENT HEAD'S RECOMMENDATION OF SUSPENSION WITHOUT PAY OF ORATHIO ROBINSON IN THE UTILITIES DEPARTMENT AND TO REASSESS HIS EMPLOYMENT STATUS FURTHER DURING THE PENDENCY AND/OR DISPOSITION OF THE CRIMINAL CHARGES PENDING AGAINST HIM.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, to move approval of the Department Head's recommendation of suspension without pay of Orathio Robinson in the Utilities Department and to reassess his employment status further during the pendency and/or disposition of the criminal charges pending against him, the Board voted as follows:

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

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

30. MOTION TO DELAY ADJUDICATION OF THE DEPARTMENT HEAD'S RECOMMENDATION OF TERMINATION OF CARLOS NEELY, CHARLES TILLERY, AND BRUCE HARRIS IN THE PARKS DEPARTMENT UNTIL AUGUST 17, 2021, AND TO HEAR THEIR GRIEVANCES ON THAT DATE.

Alderman Carver offered a motion, duly seconded by Alderman Vaughn, to delay adjudication of the Department Head's recommendation of termination of Carlos Neely, Charles Tillery, and Bruce Harris in the Parks Department until August 17, 2021, and to hear their grievances on that date. The employees shall remain on paid administrative leave in the interim. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Nay
Alderman Jeffrey Rupp	Voted: Yea

Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

31. MOTION TO RECESS UNTIL JULY 20, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until August 17, 2021 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____, 2021.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)