

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 2, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on November 2, 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 Ben Carver, 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.

Mayor Lynn Spruill 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:

The Mayor asked that the Fire Dept item, quotes received for concrete repairs, be removed. Mayor's item A, Cotton Mill Marketplace TIF, also was removed. She also stated the Executive Session Personnel item was removed. The Mayor then called for a motion to approve the agenda with consent items.

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

Alderman Carver offered a motion, duly seconded by Alderman Brooks, to approve the November 2, 2021 Official Agenda with changes. 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 asked the City Clerk to read the consented items.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, NOVEMBER 2, 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 OCTOBER 15, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 19, 2021 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF VA 21-09 A REQUEST FOR A VARIANCE FROM WALL SIGN SIZE REQUIREMENTS FOR ROSEY BABY LOCATED AT 300 SOUTH JACKSON STREET IN A T-5D ZONING DISTRICT WITH THE PARCEL NUMBER 102A-00-100.00.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 6 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.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 16 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.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 19 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.

IX. MAYOR'S BUSINESS

A. REQUEST APPROVAL AND ACCEPTANCE OF THE LOWEST BID FROM CENTRAL POLY-BAG CORP. FOR THE PURCHASE OF 5,000 ROLLS OF GARBAGE BAGS IN THE AMOUNT OF \$106,600.00 FOR THE 2021/2022 ANNUAL BAG DISTRIBUTION AND INCREASE MONTHLY SANITATION FEES BY \$1 PER MONTH.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF SUPPLEMENTAL AGREEMENT #1 FROM TERRY STIDHAM CONSTRUCTION FOR THE FAA 3-28-0068-022-2020 GRANT PROJECT REGARDING A MATERIAL PRICE INCREASE.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR AMENDING THE UNIFIED DEVELOPMENT CODE.
2. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR AMENDING THE CODE OF ORDINANCES CHAPTER 30 ARTICLE II TRANSIENT VENDORS AND ADDING ARTICLE III MOBILE FOOD VENDORS.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZING TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE NEW SPORTSPLEX PARKING LOT ASPHALT PAVING.
2. CONSIDERATION OF DECLARING AUTO SHOP EQUIPMENT (RC-15A TIRE CHANGER, 850 WHEEL BALANCER, AND 4 TOOL BOXES) AS SURPLUS AND AUCTION ON GOVDEALS.
3. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 WITH GREGORY CONSTRUCTION IN THE AMOUNT OF \$2,597.25 FOR THE SPORTSPLEX PARKING LOT FOR LOST TIME AND MATERIAL DUE TO DAMAGE FROM AN UNMARKED WATER LINE.
4. CONSIDERATION OF APPROVING THE PROPOSAL FROM BOYD'S TREE SERVICE FOR STREET RIGHT OF WAY CLEARING SERVICES AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 26, 2021 FOR FISCAL YEAR ENDING 9/30/22, 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 DENISHA PATEN AS AN ADMINISTRATIVE ASSISTANT IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE HENRI PINKSTON AND JOHN STEWART AS MAINTENANCE WORKERS IN THE STREET DEPARTMENT.
3. CONSIDERATION OF APPROVING THE UPDATED PERSONNEL MANUAL FOR THE CITY OF STARKVILLE.
4. CONSIDERATION OF APPROVAL OF FY 2021-22 SALARY ADJUSTMENTS FOR EMPLOYEES IDENTIFIED IN THE PROPOSED INCREASE COST DATA SHEET THAT RESULTED FROM THE PAY STUDY CONDUCTED BY THE STENNIS INSTITUTE OF GOVERNMENT AND COMMUNITY DEVELOPMENT AT MISSISSIPPI STATE UNIVERSITY.
5. CONSIDERATION AND APPROVAL OF THE RESTRUCTURING OF THE HUMAN RESOURCES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO ACCEPT LOWEST BID PROVIDED BY CRADDOCK CONSTRUCTION COMPANY INC TO RECONSTRUCT THE SIDEWALK FROM THE PARKING LOT TO THE JL KING CENTER, IN THE AMOUNT OF \$8,305.00.

J. POLICE DEPARTMENT AND CODE ENFORCEMENT

1. REQUEST THE PURCHASE OF FOUR STALKER RADARS AT THE STATE CONTRACT PRICE OF \$1,589.00 EACH FOR A TOTAL COST OF \$6,356.00 TO BE 100% REIMBURSED THROUGH FY22'S POLICE TRAFFIC SERVICES GRANT.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM MAGNOLIA PUMP & EQUIPMENT FOR A 15HP HOMA PUMP FOR COUNTRY CLUB WASTEWATER PUMP STATION IN THE AMOUNT OF \$7,724.00.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2022 THROUGH JUNE 30, 2022.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 16, 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. 3121 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 16:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 15, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 15, 2021 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE OCTOBER 19, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 19, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF SUPPLEMENTAL AGREEMENT #1 FROM TERRY STIDHAM CONSTRUCTION FOR THE FAA 3-28-0068-022-2020 GRANT PROJECT REGARDING A MATERIAL PRICE INCREASE.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of Supplemental Agreement #1 from Terry Stidham Construction for the FAA 3-28-0068-022-2020 Grant Project Regarding a Material Price Increase” is enumerated, this consent item is thereby approved. The agreement follows this page.

5. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for two public hearings for amending the Unified Development Code” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR AMENDING THE CODE OF ORDINANCES CHAPTER 30 ARTICLE II TRANSIENT VENDORS AND ADDING ARTICLE III MOBILE FOOD VENDORS.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for two public hearings for amending the Code of Ordinances Chapter 30 Article II Transient Vendors and adding Article III Mobile Food Vendors” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF AUTHORIZING TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE NEW SPORTSPLEX PARKING LOT ASPHALT PAVING.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to re-advertise for construction bids for the new Sportsplex parking lot asphalt paving” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF DECLARING AUTO SHOP EQUIPMENT (RC-15A TIRE CHANGER, 850 WHEEL BALANCER, AND 4 TOOL BOXES) AS SURPLUS AND AUCTION ON GOVDEALS.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of declaring auto shop equipment (RC-15A Tire Changer, 850 Wheel Balancer, and 4 tool boxes) as surplus and auction on Govdeals” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 WITH GREGORY CONSTRUCTION IN THE AMOUNT OF \$2,597.25 FOR THE SPORTSPLEX PARKING LOT FOR LOST TIME AND MATERIAL DUE TO DAMAGE FROM AN UNMARKED WATER LINE.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #1 in the amount of \$2,597.25 for the Sportsplex parking lot for lost time and material due to damage from an unmarked water line” is enumerated, this consent item is thereby approved. The Change Order follows this page.

10. CONSIDERATION OF APPROVING THE PROPOSAL FROM BOYD’S TREE SERVICE FOR STREET RIGHT OF WAY CLEARING SERVICES AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the proposal from Boyd’s tree service for Street Right of Way clearing services and authorization for the Mayor to execute a contract” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE DENISHA PATEN AS AN ADMINISTRATIVE ASSISTANT IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Denisha Paten as an Administrative Assistant in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE HENRI PINKSTON AND JOHN STEWART AS MAINTENANCE WORKERS IN THE STREET DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Henri Pinkston and John Stewart as Maintenance Workers in the Street Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF LOWEST BID PROVIDED BY CRADDOCK CONSTRUCTION COMPANY INC TO RECONSTRUCT THE SIDEWALK FROM THE PARKING LOT TO THE JL KING CENTER, IN THE AMOUNT OF \$8,305.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept lowest bid provided by Craddock Construction Company Inc to reconstruct the sidewalk from the parking lot to the JL King Center, in the amount of \$8,305.00” is enumerated, this consent item is thereby approved.

Quotes Received: Craddock - \$8,305.00 and Your Friendly Craftsman - \$8,700.00

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Project: Starkville Sportsplex Improvements, Contract B	Owner: City of Starkville	Owner's Contract No.: 21031
Contract: Starkville Sportsplex Improvements, Contract B		Date of Contract: 07/12/21
Contractor: Gregory Construction		Engineer's Project No.: 21031

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

Description:

Utility Line Lost Time and Material

Reason for Change Order: Unmarked City water line was damaged by Contractor causing lost time and material.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$851,300.00

Increase from previously approved Contract to No. 1:

\$0.00

Contract Price prior to this Change Order:

\$851,300.00

Increase of this Change Order:

\$3,879.60

Contract Price incorporating Change Order:

\$855,179.60

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 1/5/22

Ready for final payment (days or date): 1/5/22

Increase from previously approved Change Orders to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 1/5/22

Ready for final payment (days or date): 1/5/22

Increase of this Change Order:

Substantial completion (days or date): 1/12/22

Ready for final payment (days or date): 1/12/22

Contract Times with all approved Change Orders:

Substantial completion (days or date): 1/12/22

Ready for final payment (days or date): 1/12/22

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

STREET RIGHT OF WAY LINE CLEARING SERVICES AGREEMENT

This Agreement made the 2nd of November, 2021 between the Owner:

City of Starkville
110 West Main Street
Starkville, Mississippi 39759

and the Contractor:

Boyd Tree Service
562 Crystal Ridge Road
Louisville, MS 39339

The Contractor is a (check and complete one of the following):

_____ Corporation solely organized and existing under the laws of the State of _____ and
having its principal office in:

_____ (City) _____ (County) _____ (State)

_____ Partnership of the following (List all Partners)

X Partnership of the following (Sole Proprietorship)

The Contractor's taxpayer identification number is _____

THE WORK COVERED BY THIS AGREEMENT IS AS FOLLOWS:

Tree trimming and associated debris removal in the jurisdictional area limits of the Owner.

THE OWNER AND THE CONTRACTOR AGREE TO THE TERMS SET FORTH IN ARTICLES 1
THROUGH 7, IN THE FOLLOWING DOCUMENT, AS FOLLOWS:

CONTRACTED WORK

1.1 SCOPE OF WORK

- A. The Contractor shall trim and remove trees along, under, and over the Owner's right of ways or property as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve corridor safety, lengthen maintenance cycles, enhance Owner- Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

SECTION 2 SPECIFICATIONS

2.1 TREE TRIMMING REQUIREMENTS

- A. Tree trimming and pruning shall be performed in accordance with modern arboricultural standards. Drop-crotching, directional trimming and "collar" cuts will be utilized at all times except where mechanical tree saws are used, to minimize stubbing, round-overs and flat top trimming practices.
- B. Trees shall be trimmed as to provide a maximum clearance from vehicular traffic in right of ways. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.
- C. Minimum clearance for overhanging limbs is to remove those limbs 18' above roadways. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limbs overhanging the roadways regardless of height, they will be removed.

2.2 TREE REMOVAL

- A. Owner reserves right to remove all tall growing tree species less than 6" in diameter at the height of 4'-6' above grade. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative.
- B. Removal Criteria shall be as follows:
 - 1. Undesirable fast-growing tree species.
 - 2. Trees which cannot be economically re-trimmed because of rapid re-growth.
 - 3. Trees which are left unsightly because of excess trimming.
 - 4. Trees in school yards, parks, and other obvious locations where children could climb.
 - 5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the traveling public.
 - 6. Trees where adequate clearance cannot be obtained (i.e., side trimming tree trunks within 5 feet of roadways.)

- C. Trees will be removed as close to ground level as possible, and stumps ground down as directed by owner.
- D. Removal of large trees over 6" in diameter shall be authorized by the Owner's representative.
- E. Trees should not be removed when:
 - 1. Tree may be located on private property or outside of right of way.
 - 2. Low growing trees or shrubs that cause little interference with Right of Way.
- F. Contractor represents that it is fully experienced and properly qualified to perform traffic control as needed for this work. There may be times when the contractor may need to stop traffic for short durations in order to perform the necessary work. In this event, the contractor shall provide adequate traffic control, advance warning signage, flaggers, etc. as required. At no time should the contractor close a lane of traffic without adequate traffic control. There may be times when an entire roadway needs to be closed to safely perform the work. In these instances, the contractor shall notify the owner a minimum of 48 hours in advance of the work of the location, time and duration so a road closure notice can be completed. The contractor is responsible for all necessary traffic control for closures.

2.3 WOOD WASTE DISPOSAL

- A. Brush and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

SECTION 3 SUPERVISION

- A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its authorized representative observe the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.
- B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.
- C. CONTRACTOR shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any equipment that are to be furnished by CONTRACTOR hereunder

shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.

- D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.
- E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR. At no time is it understood that the owner is the contractor's safety officer.
- F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of tree trimming work adjacent to public streets, roadways and right of ways. CONTRACTOR assumes full responsibility for compliance with OSHA. The owner is indemnified of any and all safety responsibilities.

SECTION 4 WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

- A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified supervisors and skilled workmen on work requiring special qualifications and to at all times enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.
- B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be

immediately reported by the CONTRACTOR to the OWNER.

- C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

SECTION 5 INSPECTION OF WORK

- A. The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants, or employees, but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

SECTION 6 QUALITY CONTROL

- A. The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

SECTION 7 TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of two (2) years and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.
- B. After the initial two (2) year term, this agreement may be extended a maximum of two (2) additional one (1) year periods when mutually agreed by the Owner and Contractor.

SECTION 8 TERMINATION OF THE CONTRACT

- A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.
- B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.
- C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.
- D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

8.2 INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or
- B. person described in the paragraph.
- C. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

SECTION 9 INSURANCE REQUIREMENTS

9.1 INSURANCE

- A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement as follows:
1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
 5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 6. Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle;
 7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.
- B. The Contractor's limits of liability shall be written for not less than the following:
1. GENERAL LIABILITY: \$1,000,000
 2. WORKER'S COMPENSATION:
As required by Mississippi Statute
- C. Such insurer shall name Owner as an additional insured and waive subrogation as to Owner.

9.2 CERTIFICATE OF INSURANCE

- A. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.
- B. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

SECTION 10 LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

- 10.1 CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.
- 10.2 CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.
- 10.3 It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER'S property.

SECTION 11 SUBROGATION

- 11.1 This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

SECTION 12 WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

- 12.1 The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

SECTION 13 CONTRACT RATES

13.1 HOURLY RATES

- A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the following rates:

LABOR	REGULAR HOURLY RATE PER EMPLOYEE	STORM HOURLY RATE PER EMPLOYEE
Supervisor	\$22	\$37
Trimmer	\$15	\$22
Groundman	\$12	\$18

EQUIPMENT	REGULAR HOURLY RATE PER VEHICLE	STORM HOURLY RATE PER VEHICLE
Bucket Truck	\$88	\$88
Chipper Truck	\$25 (to include all items)	\$25 (to include all items)
Pick-up Truck		
Chipper		
Power Saw		
Tractor & Bush Hog	\$60	\$60
Stump Grinder	\$100	\$100

OTHER LABOR AS NEEDED	REGULAR HOURLY RATE PER EMPLOYEE	STORM HOURLY RATE PER EMPLOYEE
Flagger	\$12	\$18

Payments by Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. Overtime rates will be paid by the Owner only when agreed upon by both parties to this agreement.

SECTION 14 PAYMENTS

14.1 PROGRESS PAYMENTS

- A. The Contractor shall submit invoices to the Owner monthly for the work performed during the previous month. Invoices shall be delivered to the owner by the 18th day of the month in order to be approved for payment the following month. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on monthly invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:
1. Labor and equipment types with associated hours
 2. Number of trees trimmed
 3. Number of trees removed by diameter class
 4. Location of work performed
- B. The contract price set forth under Article 13 shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion except upon the anniversary date at which time the rate may be adjusted upward by no more than 75% of the Consumer Price Index for Urban Consumers compiled by the United States Commerce Department.

SECTION 15 COUNTERPARTS

- 15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

SECTION 16 NO WAIVER

- 16.1 OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach. No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

SECTION 17 ENTIRE AGREEMENT

17.1 This Agreement embodies the entire agreement between CONTRACTOR and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

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

ATTEST:



CITY OF STARKVILLE

SIGNATURE: 

NAME: D. Lynn Spruill

TITLE: Mayor

DATE: 11-19-2021

CONTRACTOR

ATTEST:



SIGNATURE: 

NAME: Cody Boyd

TITLE: Owner

DATE: 11-19-2021

14. CONSIDERATION OF THE PURCHASE OF FOUR STALKER RADARS AT THE STATE CONTRACT PRICE OF \$1,589.00 EACH FOR A TOTAL COST OF \$6,356.00 TO BE 100% REIMBURSED THROUGH FY22'S POLICE TRAFFIC SERVICES GRANT.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the purchase of four stalker radars at the state contract price of \$1,589.00 each for a total cost of \$6,356.00 to be 100% reimbursed through the Fiscal Year 2022 Police Traffic Services Grant" is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE LOWEST QUOTE FROM MAGNOLIA PUMP & EQUIPMENT FOR A 15HP HOMA PUMP FOR COUNTRY CLUB WASTEWATER PUMP STATION IN THE AMOUNT OF \$7,724.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest and best quote from Magnolia Pump & Equipment for a 15hp Homa pump for Country Club pump station in the amount of \$7,724.00" is enumerated, this consent item is thereby approved.

Quotes Received: Magnolia Pump - \$7,724.00 and Electric Motors - \$8,779.00

16. CONSIDERATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2022 THROUGH JUNE 30, 2022.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the "approval to advertise for Source of Supply bids for the Electric and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for January 1, 2022 through June 30, 2022" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill congratulated the MSU football team on their recent win over Kentucky. The Mayor encouraged all to attend Bulldog Bash on November 5.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver noted that golf cart and low speed vehicle registration begins November 4. He asked all to follow the rules so this can be a positive addition to the City.

Alderman Sistrunk encouraged everyone to look for the upcoming street closures for Bulldog Bash. The police department will be updating road closures and times on Twitter and Facebook.

Alderman Rupp thanked all who participated in the Talledegourd 500 for charity at the recent Pumpkinpoolza.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted the time changes on November 7 and encouraged all to be safe with the longer hours of darkness. He also asked that people stop making crank calls.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF VA 21-09: A REQUEST FOR A VARIANCE FROM WALL SIGN SIZE REQUIREMENTS FOR ROSEY BABY LOCATED AT 300 SOUTH JACKSON STREET IN A T-5D ZONING DISTRICT WITH THE PARCEL NUMBER 102A-00-100.00.

Daniel Havelin, City Planner, presented VA 21-09: a request by Ashley Ray of Rosey Baby on behalf of Curt Crissey for a variance on wall sign size requirements located at 300 South Jackson Street. The applicant is proposing halo lit wall sign on the east side of the building approximately 90 feet from the right-of-way of South Jackson Street. The proposed wall sign exceeds the maximum dimensions of 3' tall and the maximum font height of 18". The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 17 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on September 26, 2021.
3. A sign was posted on the property in a conspicuous location.

Mayor Spruill opened the Public Hearing.

Alvin Turner spoke in favor of the variance, noting a sign painted on a building would not cause any interference to drivers as a sign by the road might.

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

17. CONSIDERATION OF VA 21-09.

Alderman Brooks, duly seconded by Alderman Beatty, offered a motion approving VA 21-09, with the condition that the existing pole sign be removed within one day of the installation of the proposed wall signage. 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: 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. 6 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.

Police Chief Mark Ballard and Building Inspector Stein McMullen presented their findings and conclusions. Initial investigation of the property at 305 Everglade Building #6 (Parcel # 118K-00-016.00) was performed on September 1, 2021, by Code Enforcement Officer Sarah Perez and re-inspected on September 9, 2021, by Officer Perez and Building Inspector Stein McMullen. The inspections found conditions not suitable for public health and safety such as, water damage, broken windows, weak floors, roof damage, mold, and mildew.

A packet of their findings and conclusions considered by the Board appears on the following pages.

Notices of the public hearing were posted on the subject property 10/08/2021 and City Hall 10/08/2021. Notification letters of the public hearing were sent 10/08/2021 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. There being no comments, the Mayor closed the Public Hearing.

Both Chief Ballard and Inspector McMullen recommended that the property be declared to be a menace to the public health, safety and welfare of the community.

18. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 6 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.

Alderman Beatty, duly seconded by Alderman Rupp, offered a motion based on evidence received and the findings presented by Police Chief Ballard and Inspector McMullen, that the building located at 305 Everglade Ave Bldg. 6 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.

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.

TAX INFORMATION

Okta County Mississippi

Property Link
OKTIBBEHA COUNTY, MS

Current Date 8/31/2021 Tax Year 2020 Records Last Updated 8/30/2021

PROPERTY DETAIL		ACRES: **NA**
OWNER	BROOKVILLE SCHOOLHOUSE ROAD E	LAND VALUE: 102190
	C/O ALLIANCE TAX ADVISORS	IMPROVEMENTS: 2539960
	433 E LAS COLINAS BLVD STE 300	TOTAL VALUE: 2642150
	IRVING TX 75039	ASSESSED: 296322

PARCEL 118K-00-016-00
ADDRESS 305 EVERGLADE AVE

TAX INFORMATION	
YEAR 2020	TAX DUE PAID BALANCE
COUNTY	21833 43 0.00
CITY	11941 21 0.00
SCHOOL	25804 59 0.00
TOTAL	59579 23 0.00

LAST PAYMENT DATE 1/15/2021 A Print Fee May Apply, Contact County For Total.

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	LOT 7 CITY BLK 73
HOMESTEAD CODE	None	MAP 118K DB PO 640-65 2012-434
TAX DISTRICT	2110	6
PPIN	001869	B 2012 P 4346 06/28/2012
SECTION	23	
TOWNSHIP	19N	
RANGE	14E	

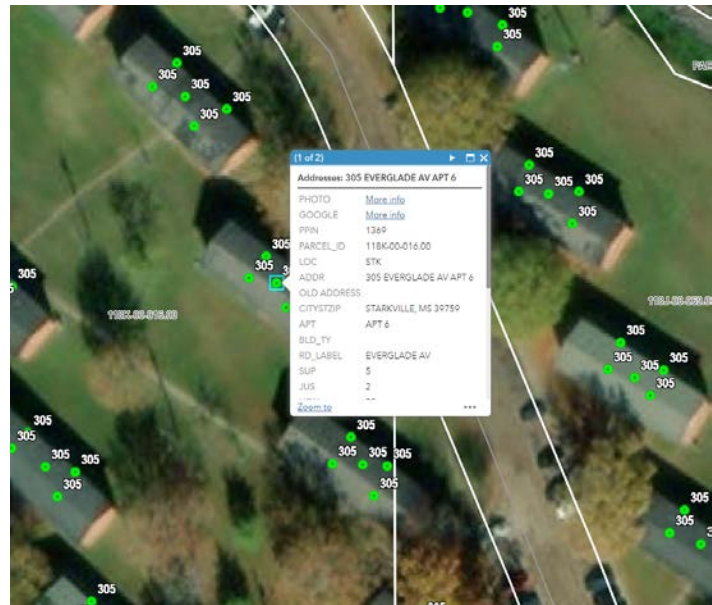
Book 2012 Page 4346

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[HOME](#) [CITY CODE](#) [ORIGINAL COURT](#) [EQUIDISTANCE](#) [MARRIAGE LICENSE](#) [LAND RECAPITULATION](#)
[OKTIBBEHA PROPERTY TAX PAYMENTS](#) [OKTIBBEHA CAR TAG PAYMENTS](#)
[TERMS OF USE](#) [PRIVACY POLICY](#)



NOTICES SENT BY MAIL

Certified Mail sent to both the property and property owners address on 10/8/2021 informing them of the public hearing occurring on November 2, 2021.

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

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

OFFICIAL USE

Certified Mail Fee \$

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

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

Postage \$

Total Postage and Fees \$

Sent To Schaumhouse
Brookville Garden
Street and Apt. No., or PO Box No.
433 East Las Colinas Blvd STE 300
City, State, ZIP+4®
Irving Texas 75039

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

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

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

OFFICIAL USE

Certified Mail Fee \$

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

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

Postage \$

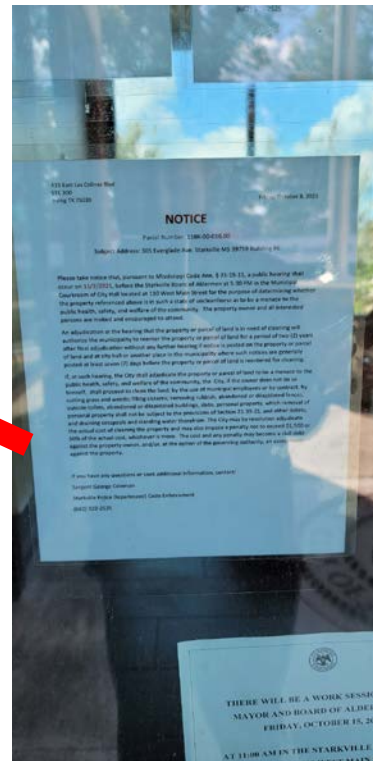
Total Postage and Fees \$

Sent To Brookville Garden
Street and Apt. No., or PO Box No.
305 Everglade Ave
City, State, ZIP+4®
Starville MS 39759

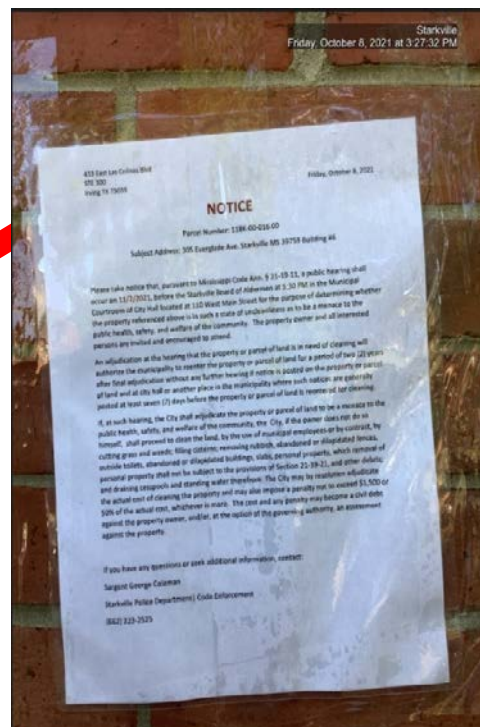
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

POSTING

Posted at City Hall on 10/08/2021.



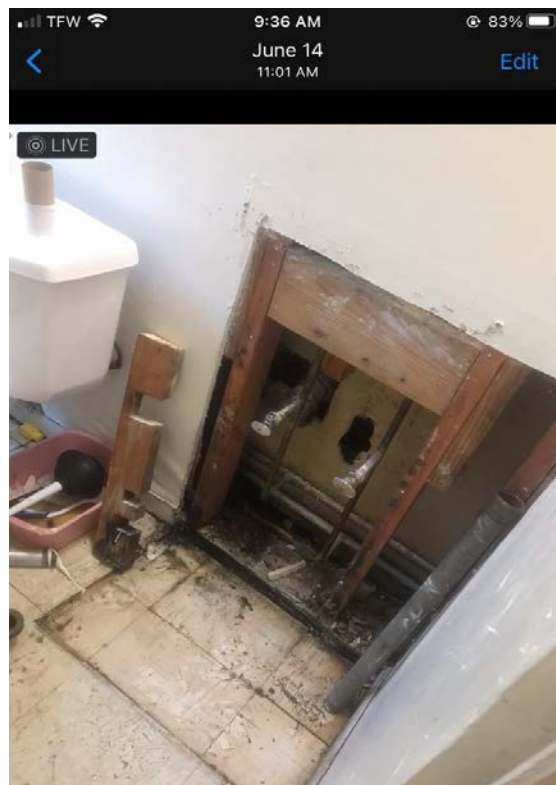
Posted at 305 Everglade Ave Building #6 on 10/08/2021.

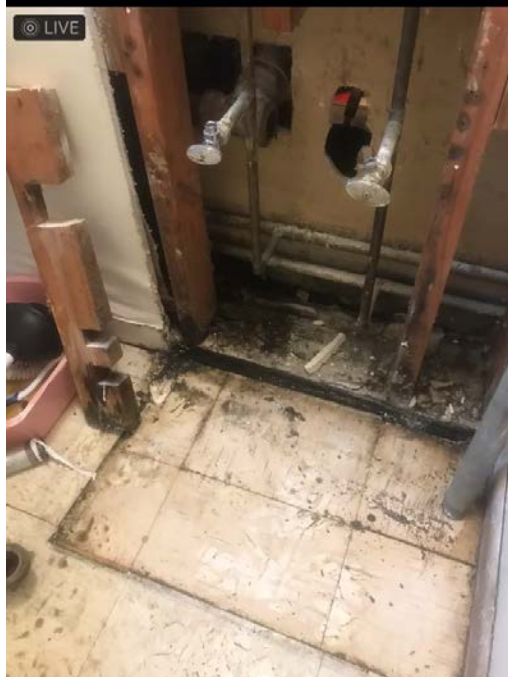
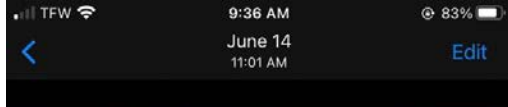


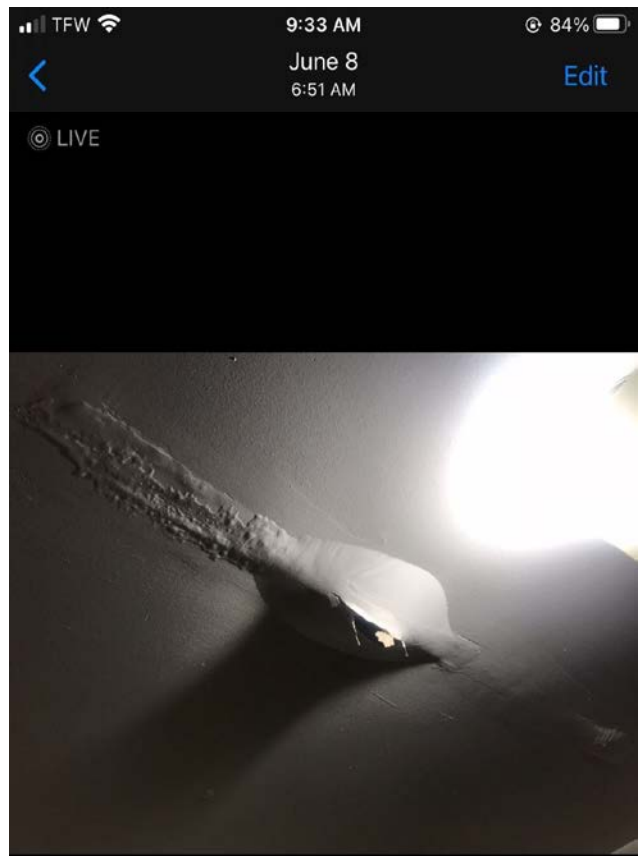
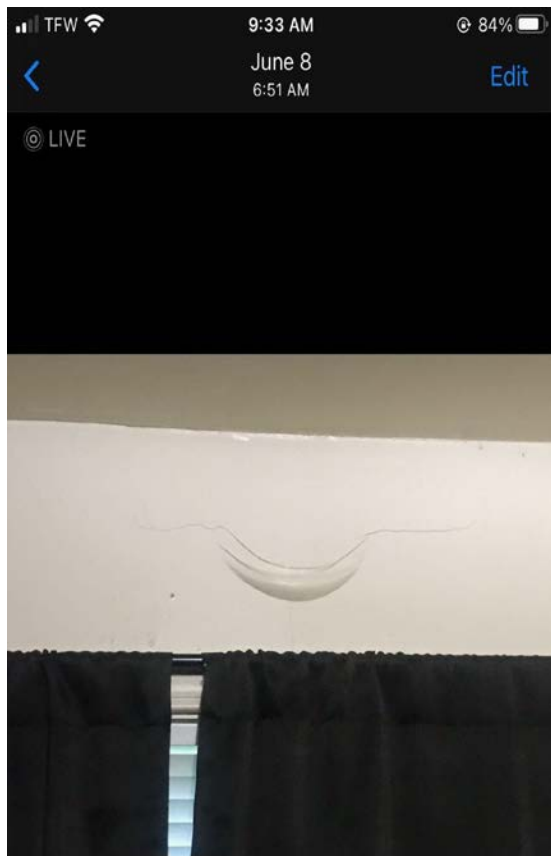
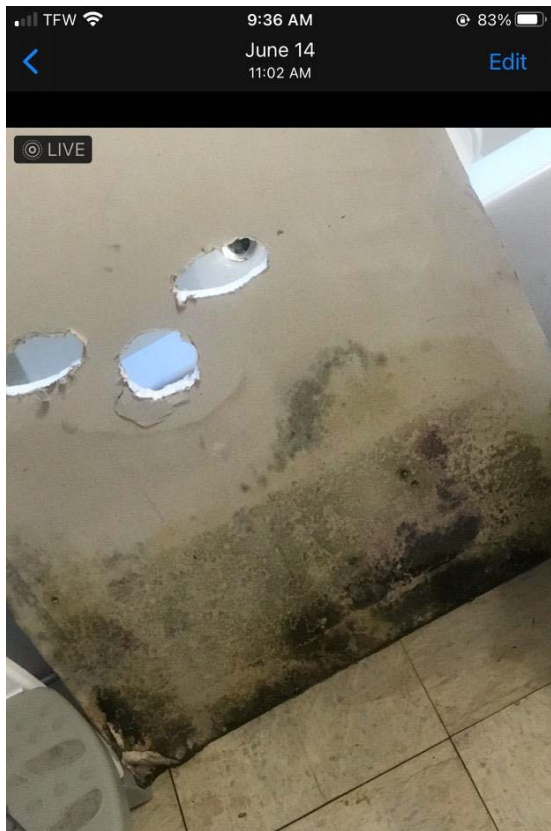
NARRATIVE: CODE ENFORCEMENT OFFICER

Building 6 has 2 tenants, a young female in unit A and an elderly female in unit D. I Officer Perez received a call from the tenant in unit A on August 18th, 2021, Shakeevia Bishop. Mrs. Bishop wanted to report some issues in her apartment at 305 Everglade Ave. building 6 unit A. I asked Mrs. Bishop if she could take some photos of the issues and send them to me via text. After reviewing the photos I had received I added the building to my list for investigation along with buildings 16, 19, and 27. On September 9th, 2021 at about 11:30 am, Building Official Stein McMullen and I Sarah Perez arrived at 305 Everglade Ave building 6 to conduct an investigation of the building in order to build a case of dilapidation of the building. After entering each unit of building 6 and collecting photographic evidence of the extent of damage to the building, due to lack of repair, it is my professional opinion that this building does meet the definition of Mississippi Code Ann. § 21-19-11.

PHOTOS







Sep 9, 2021 11:46:32 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States



Sep 9, 2021 11:46:44 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States



Sep 9, 2021 11:32:14 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States



Sep 9, 2021 11:46:39 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States



Sep 9, 2021 11:45:49 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States



Sep 9, 2021 11:46:06 AM
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United States



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United States



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United States



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United States



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Starkville, Oktibbeha County 39759
United States



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Starkville, Oktibbeha County 39759
United States



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United States



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United States



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Starkville, Oktibbeha County 39759
United States



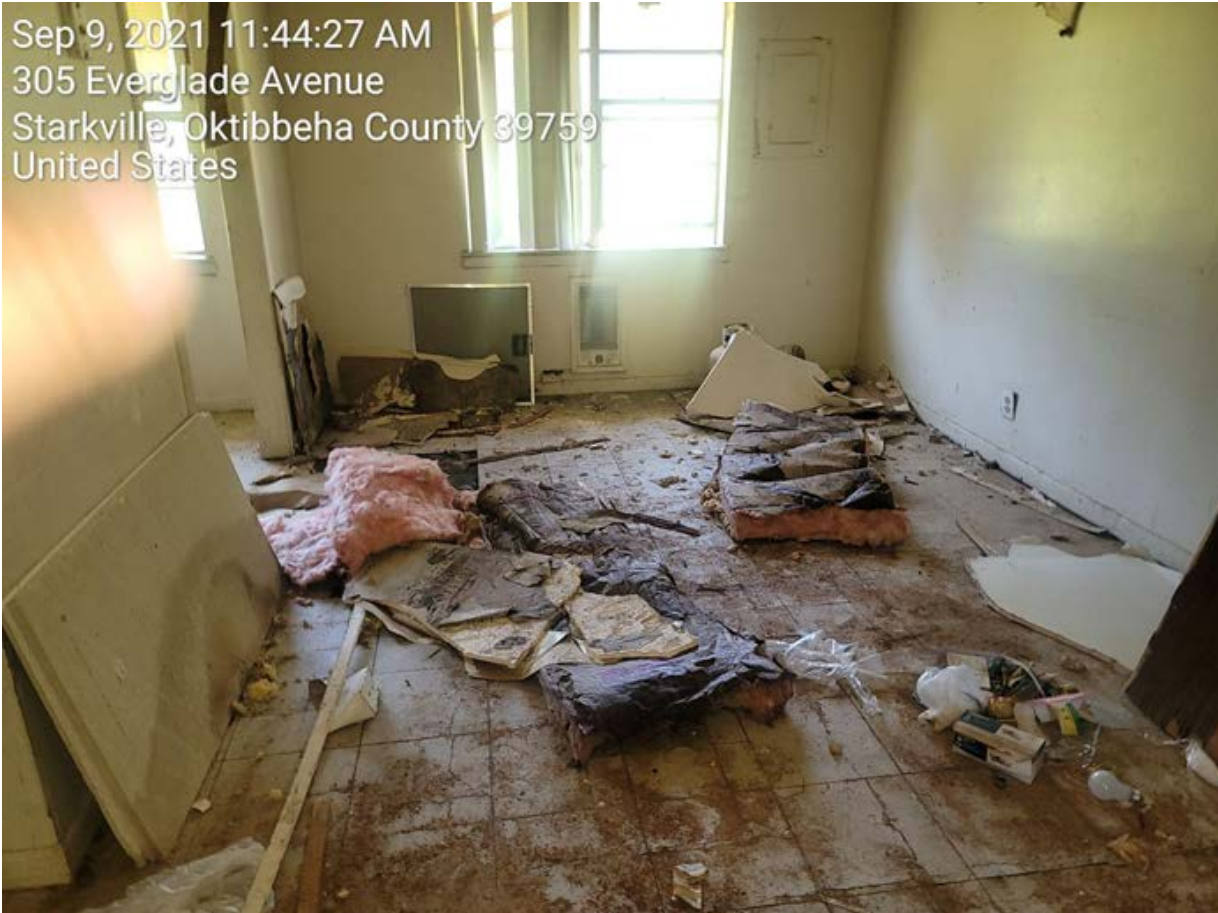
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United States



Sep 9, 2021 11:31:01 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States



Sep 9, 2021 11:44:27 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States



NARRATIVE: BUILDING OFFICIAL

305 Everglade Building 6

On August 18, 2021, Officer Perez received complaints from the occupant at 305 Everglade Ave. Building 6-A. The occupant of 6-A sent photos to Officer Perez and she forwarded them to me. That same day the occupant came to city hall to file a complaint against the property. The occupant reported that water is leaking into her apartment and mold is growing on the walls of her bathroom.

On September 9, 2021 I, Stein McMullen, presented to Municipal Court Judge Brian Kelley an Affidavit and Administrative Inspection Warrant Affidavit to obtain entry into the said property. Judge Kelley granted the Administrative Inspection Warrant.

On September 9, 2021 at or around 10:00 am Officer Perez and I went to 305 Everglade Avenue and met with the on-site manager to present her with the Inspection Warrant. She walked with us as we did the inspection of building 6 to provide us access to areas that we needed keys to enter.

Listed below are the unsafe conditions.

1. Water leaking into living spaces through the ceiling and light fixtures.
2. Gypsum board and insulation falling into living spaces.
3. Inadequate repairs to the roof that allow water to continue to enter the unit.
4. Mildew and mold growing on wall and ceiling surfaces.
5. Mildew and mold growing on the roof decking and roof structure components.
6. Fire Extinguishers are due for service.
7. Tile separating from floor assembly.
8. Floor assembly is spongy due to the presence of water damage.

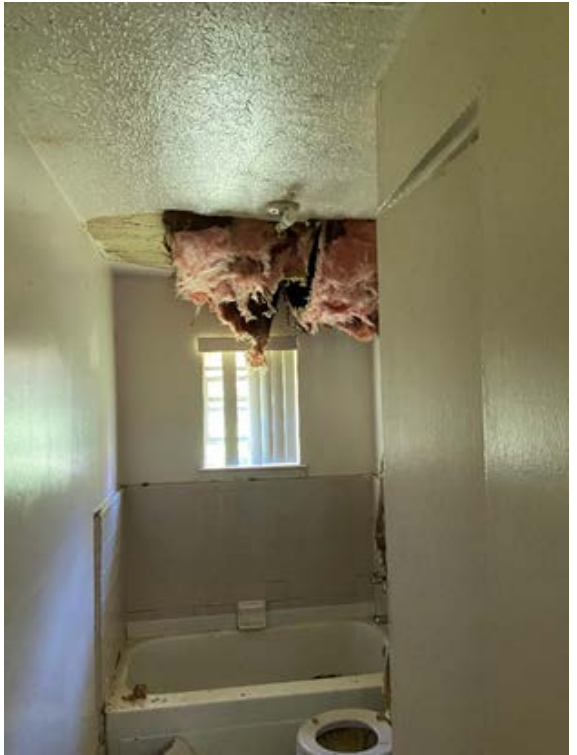
Building 6 meets the following code conditions in the **2021 International Property Maintenance Code Section 111 UNSAFE STRUCTURES AND EQUIPMENT.**

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

111.1.3 Structure Unfit for Human Occupancy A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public







PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 16 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.

Police Chief Mark Ballard and Building Inspector Stein McMullen presented their findings and conclusions. Initial investigation of the property at 305 Everglade Building #16 (Parcel # 118K-00-016.00) was performed on September 1, 2021, by Code Enforcement Officer Sarah Perez and re-inspected on September 9, 2021, by Officer Perez and Building Inspector Stein McMullen. The inspections found conditions not suitable for public health and safety such as, water damage, broken windows, weak floors, roof damage, mold, and mildew.

The packet of materials detailing their findings and conclusions, and which were considered by the Board, appear on the following pages.

Public Notices of the public hearing were posted on the subject property 10/08/2021 and City Hall 10/08/2021. Notification letters of the public hearing were sent 10/08/2021 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. There being no comments, the Mayor closed the Public Hearing.

Both Chief Ballard and Inspector McMullen recommended that the property be declared to be a menace to the public health, safety and welfare of the community.

19. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 16 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.

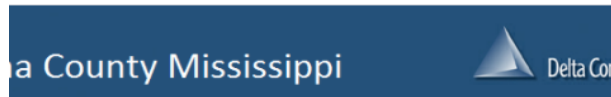
Alderman Rupp, duly seconded by Alderman Sistrunk, offered a motion based on evidence received and the findings presented by Chief Ballard and Inspector McMullen, that the building located at 305 Everglade Ave Bldg. 16 with the parcel number 118K-00-016.00 be declared a menace to the public health, safety, and welfare of the community and is dilapidated, unsafe, and unfit for human occupancy.

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.

TAX INFORMATION



Property Link OKTIBBEHA COUNTY, MS

Current Date 8/31/2021 Tax Year 2020
Records Last Updated 8/30/2021

PROPERTY DETAIL			
OWNER	BROOKVILLE SCHOOLHOUSE ROAD ES	ACRES	**NA**
	C/O ALLIANCE TAX ADVISORS	LAND VALUE	: 102190
	433 E LAS COLINAS BLVD STE 300	IMPROVEMENTS	: 2539960
	IRVING TX 75039	TOTAL VALUE	: 2642150
		ASSESSED	: 396323

PARCEL 118K-00-016.00

ADDRESS 305 EVERGLADE AVE

TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	21833.43	21833.43	0.00
CITY	11941.21	11941.21	0.00
SCHOOL	25804.59	25804.59	0.00
TOTAL	59579.23	59579.23	0.00

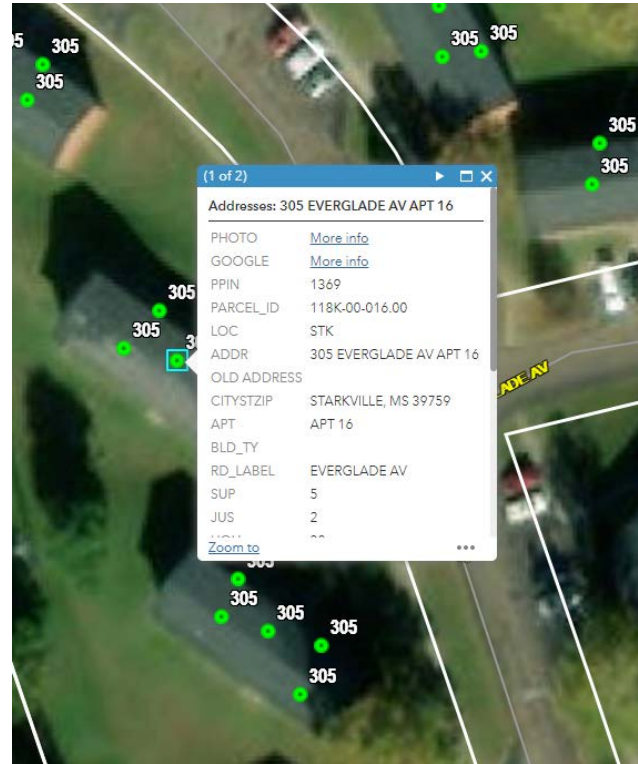
A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 1 / 15 / 2021

MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	LOT 7 CITY BLK 73
HOMESTEAD CODE	None	MAP	118K DB PG 640/68 2012/434
TAX DISTRICT	5110		6
PPIN	001369		B 2012 P 4346 06/28/2012
SECTION	33		
TOWNSHIP	19N		
RANGE	14E		

Book 2012

Page 4346



NOTICES SENT BY MAIL

Certified Mail sent to both the property and property owners address on 10/8/2021 informing them of the public hearing occurring on November 2, 2021.

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

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

OFFICIAL USE

Certified Mail Fee \$

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

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To
Brookville Schoolhouse Road Estates C/O Tax Alliance
Street and Apt. No., or PO Box No.
433 East Las Colinas Blvd STE 300
City, State, ZIP+4®
Irving Texas 75039

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

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

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

OFFICIAL USE

Certified Mail Fee \$

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

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

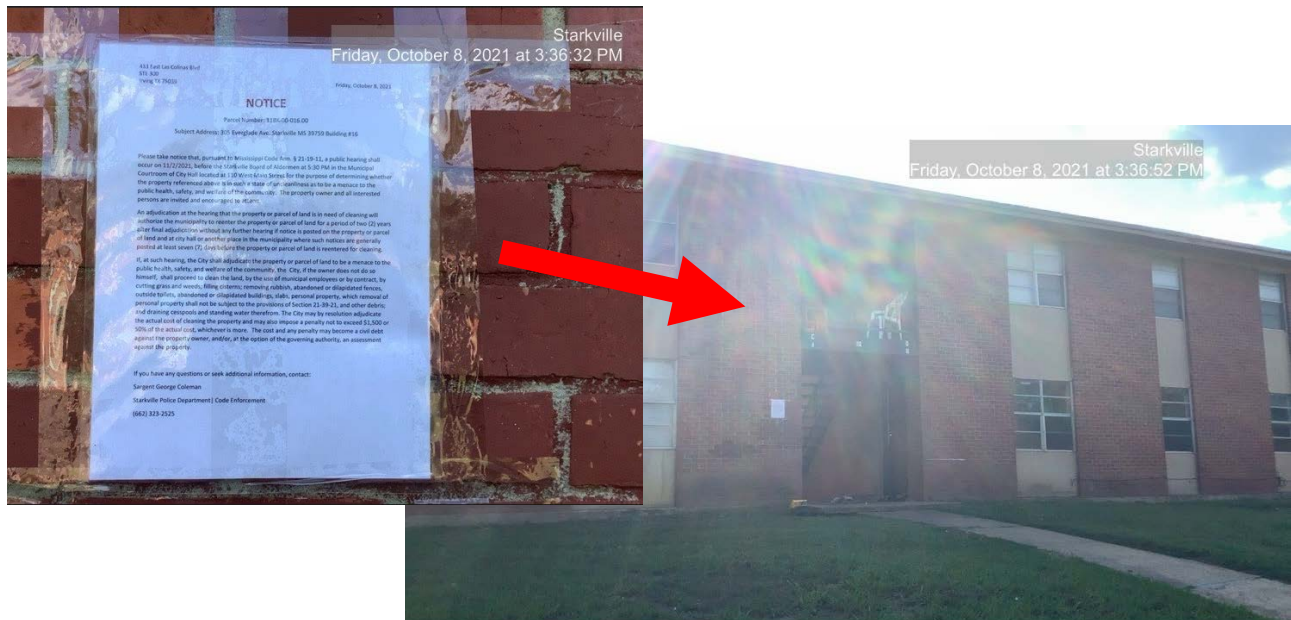
Total Postage and Fees \$

Sent To
Brookville Garden
Street and Apt. No., or PO Box No.
305 Everglade Ave
City, State, ZIP+4®
Starkville MS 39759

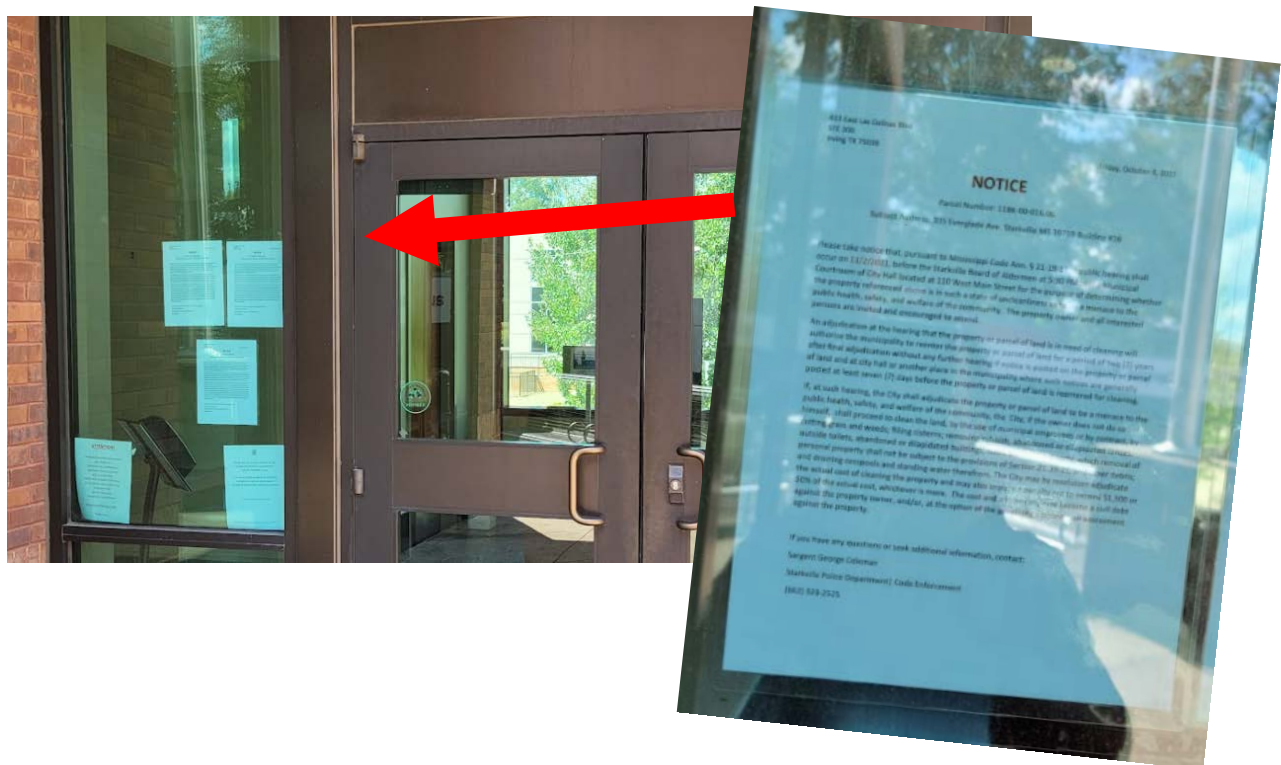
PS Form 3800, April 2015 PSN 7530-02 000 9047 See Reverse for Instructions

POSTING

Notice Posted at 305 Everglade Ave Building #16 on 10/08/2021.



Notice Posted at City Hall on 10/08/2021.

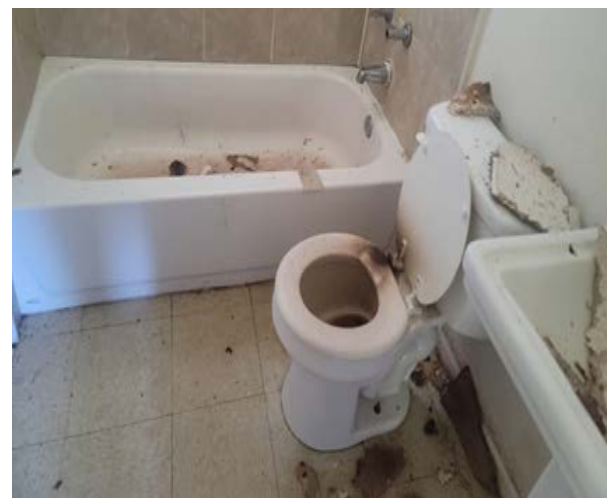
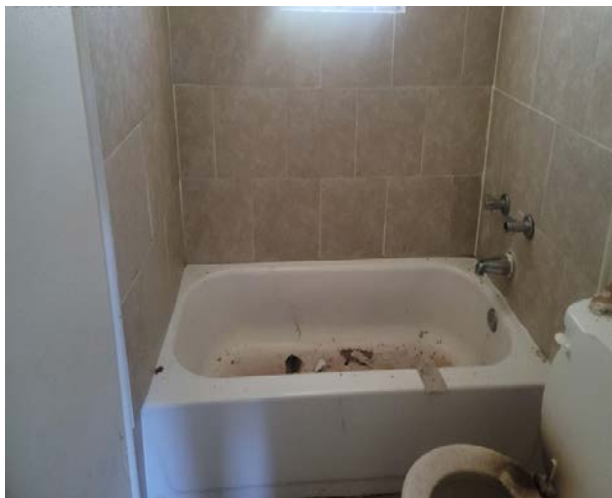
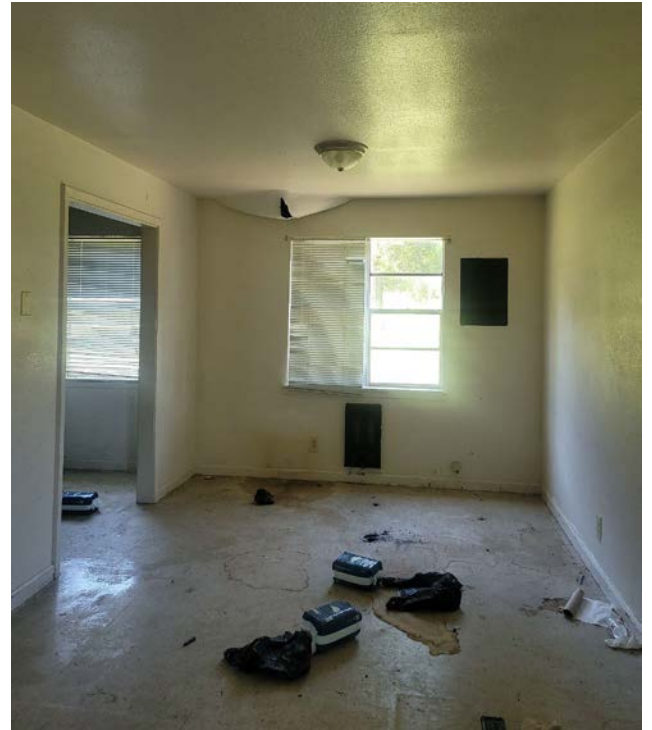


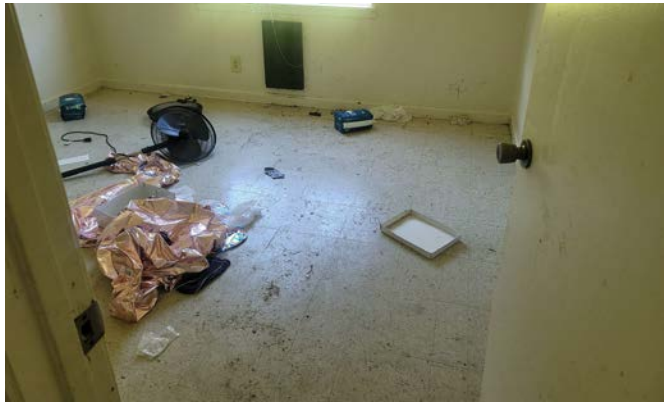
NARRATIVE: CODE ENFORCEMENT OFFICER

Building 16 - On August 5th, 2021, Building Official Stein McMullen and I Officer Perez were approached by a tenant from building 16. We went ahead to building 16 to investigate the complaint and collect photographic evidence to build the case. Since we were already on location, we proceeded on to building 19 to take photos of the outside of the building for proof of work not being done. On September 1st, 2021, Building Official Stein McMullen contacted me to inform me that we need to proceed with our investigation of 305 Everglade Ave on buildings 6, 16, and 19. After Stein McMullen acquired the necessary warrants for entry to all units in all 3 of the buildings in question, we set a date for the investigation. On September 9th, 2021, at approximately 10:30 am Stein McMullen and I Officer Perez arrived at the complex management office to present the warrants for entry to the buildings. As soon as the property manager collected all keys needed for entry, we began our investigation in the order of 16, 19, and 6. After collecting all photographic evidence needed from all units of the extent of damage to each of the buildings, due to lack of repair, it is my professional opinion that these buildings do meet the definition of Mississippi Code Ann. § 21-19-11.

PHOTOS

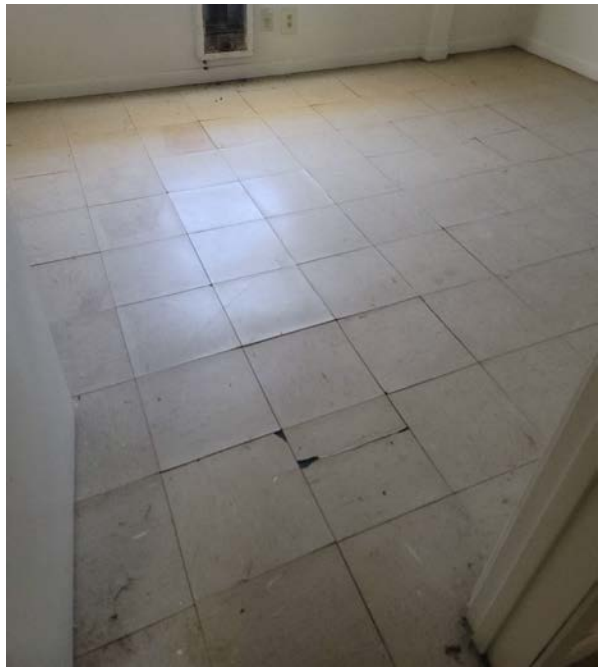






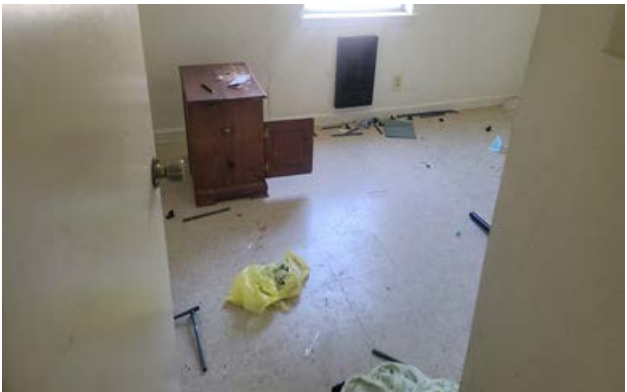
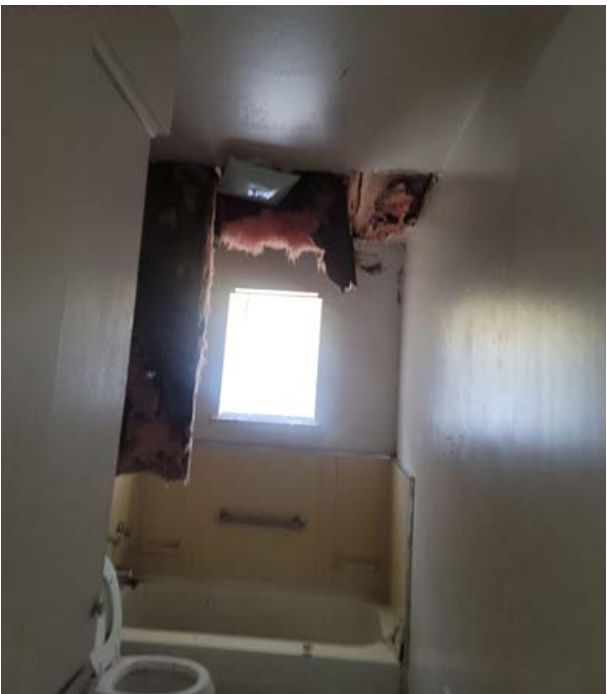
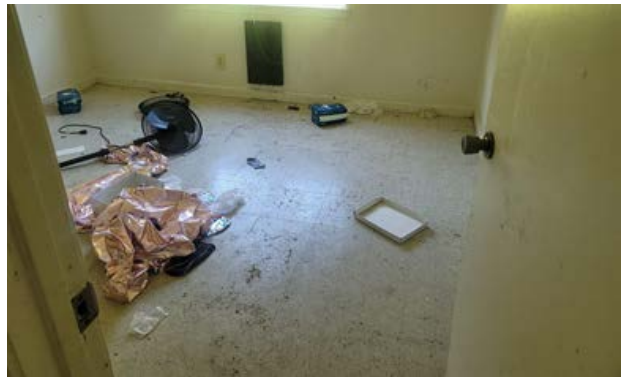
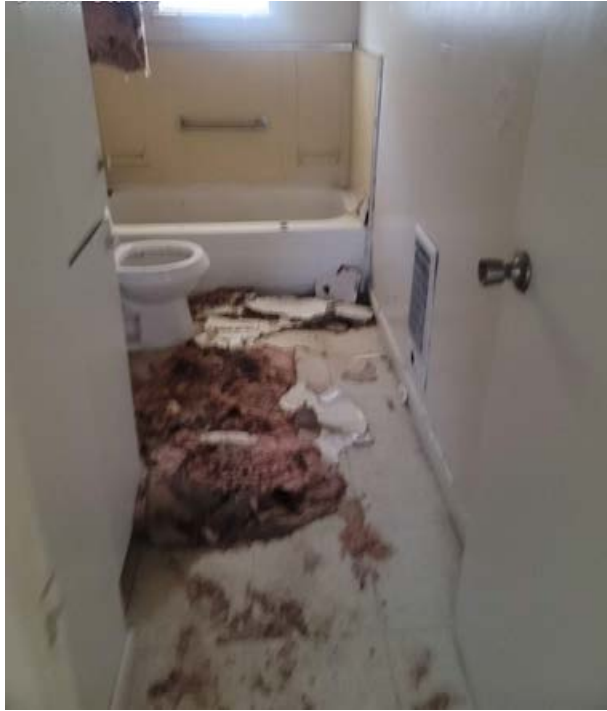
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NARRATIVE: BUILDING OFFICIAL

On August 9, 2021, Officer Perez and I were investigating a complaint from a resident that was received on 305 Everglade Ave. building 16. While conducting the investigation a resident of Building 16-C asked if we could look at her apartment.

On September 9, 2021 I, Stein McMullen, presented to Municipal Court Judge Brian Kelley an Affidavit and Administrative Inspection Warrant Affidavit to obtain entry into the said property. Judge Kelley granted the Administrative Inspection Warrant.

On September 9, 2021 at or around 10:00 am Officer Perez and I went to 305 Everglade Avenue and met with the on-site manager to present her with the Inspection Warrant. She walked with us as we did the inspection of the building to provide us access to areas that we needed keys to enter.

Listed below are the unsafe conditions.

1. Water leaking into living spaces through the ceiling and light fixtures.
2. Gypsum board and insulation falling into living spaces.
3. Inadequate repairs to the roof that allow water to continue to enter the unit.
4. Mildew and mold growing on wall, floors and ceiling surfaces.
5. Mildew and mold growing on the roof decking and roof structure components.
6. Tile separating from floor assembly.
7. Floor assembly is spongy due to the presence of water damage.

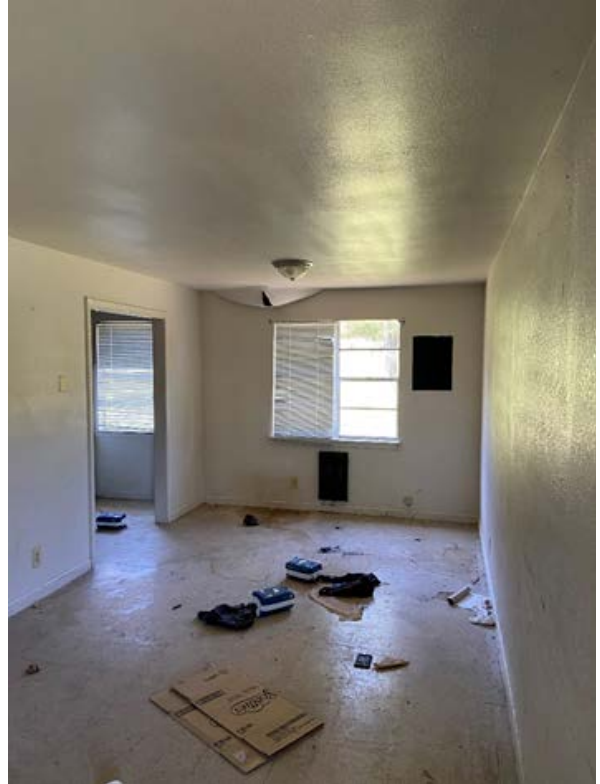
Building 16 meets the following code conditions in the 2021 International Property Maintenance Code Section 111 UNSAFE STRUCTURES AND EQUIPMENT.

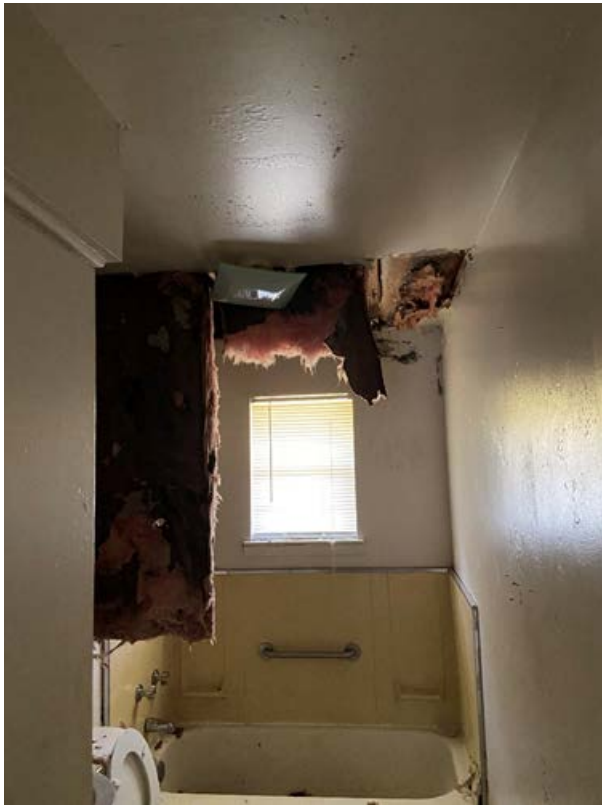
111.1.1 Unsafe Structures

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

111.1.3 Structure Unfit for Human Occupancy

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.









PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 19 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.

Police Chief Mark Ballard and Building Inspector Stein McMullen presented their findings and conclusions. Initial investigation of the property at 305 Everglade Building #19 (Parcel # 118K-00-016.00) was performed on September 1, 2021, by Code Enforcement Officer Sarah Perez and re-inspected on September 9, 2021, by Officer Perez and Building Inspector Stein McMullen. The inspections found conditions not suitable for public health and safety such as, water damage, broken windows, weak floors, roof damage, mold, and mildew. There was also fire damage remaining from a fire earlier in the year.

The packet of materials detailing their findings and conclusions, and which were considered by the Board, appear on the following pages.

Public Notices of the public hearing were posted on the subject property 10/08/2021 and City Hall 10/08/2021. Notification letters of the public hearing were sent 10/08/2021 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. There being no comments, the Mayor closed the Public Hearing.

Both Chief Ballard and Inspector McMullen recommended that the property be declared to be a menace to the public health, safety and welfare of the community.

20. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 19 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.

Alderman Sistrunk, duly seconded by Alderman Rupp, offered a motion based on evidence received and the findings presented by Chief Ballard and Inspector McMullen, that the building located at 305 Everglade Ave Bldg. 19 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.

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.

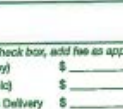
Property Link OKTIBBEHA COUNTY, MS			
Current Date 10/25/2021		Tax Year 2020 Records Last Updated 10/22/2021	
PROPERTY DETAIL			
OWNER	BROOKVILLE SCHOOLHOUSE ROAD ES C O ALLIANCE TAX ADVISORS 433 E LAS COLINAS BLVD STE 300 IRVING TX 75039		ACRES : **NA** LAND VALUE : 102190 IMPROVEMENTS : 2539960 TOTAL VALUE: 2642150 ASSESSED : 396323
PARCEL	118K-00-016.00		
ADDRESS	305 EVERGLADE AVE		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	218333.43	218333.43	0.00
CITY	11941.21	11941.21	0.00
SCHOOL	25804.59	25804.59	0.00
TOTAL	59579.23	59579.23	0.00
A Print Fee May Apply, Contact County For Total.			
LAST PAYMENT DATE	1 / 15 / 2021		
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL	LOT 7 CITY BLK 73	
HOMESTEAD CODE	None	MAP 118K DB PG 640 6S 2012/434	
TAX DISTRICT	5110	6	
PPIN	001369	B 2012 P 4346 06/28/2012	
SECTION	33		
TOWNSHIP	19N		
RANGE	14E		
Book 2012	Page 4346		



NOTICES SENT BY MAIL

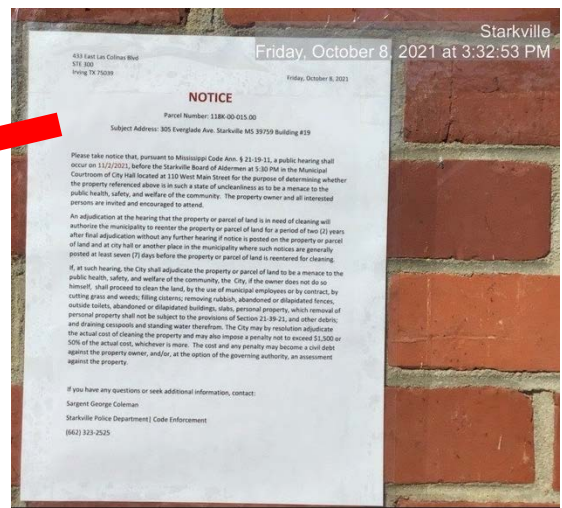
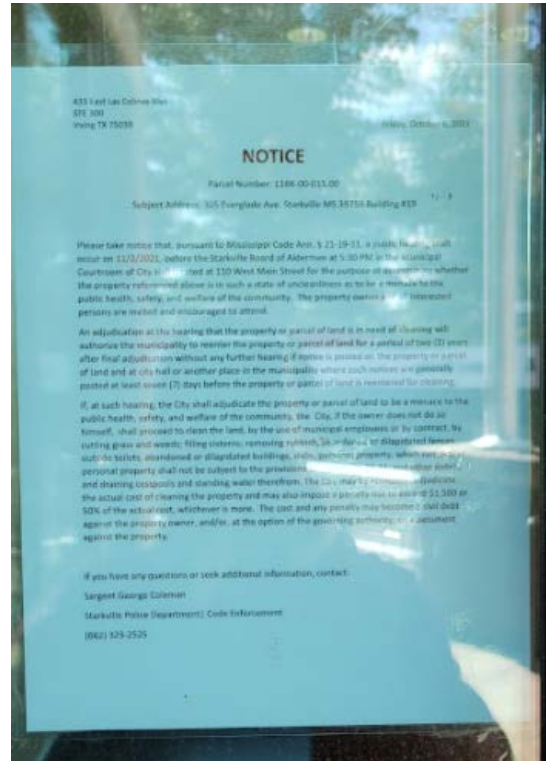
Certified Mail sent to both the property and property owners address on 10/8/2021 informing them of the public hearing occurring on November 2, 2021.

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	
U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ _____	Postmark Here 
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 Brookville Schoolhouse Road State C/O Tax Alliance Street and Apt. No., or PO Box No. 433 East Las Colinas Blvd STE300 City, State, ZIP+4® Irving Texas 75039	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For future information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ _____	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$ _____	
☐ Return Receipt (electronic) \$ _____	
☐ Certified Mail Restricted Delivery \$ _____ ☐ Adult Signature Required \$ _____ ☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ _____	
Total Postage and Fees \$ _____	
Sent To Bookville Garden Street and Apt. No., or PO Box No. 305 Everglade Ave City, State, ZIP+4® Stanville MS 39759	

POSTING

Notices were posted at both the property and Starkville City Hall on 10/8/2021.



NARRATIVE: CODE ENFORCEMENT OFFICER

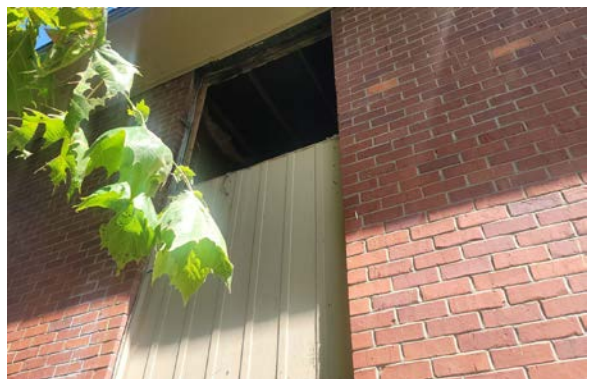
Building 19 - On September 21st 2017 this building caught fire. It can be found in the City of Starkville Minute Book 62 on August 20, 2019 under the Community Development Department Code Enforcement that a call for public hearing was listed for consideration. A public hearing was set for September 17, 2019, The city condemned this building and were planning to tear it down. The property owners requested time to make repairs to the building to bring it back into code and the city agreed to work with them. On August 19th 2020 the property owners acquired a permit to begin construction on the building. On August 19th 2021 the city terminated the permit due to the lack of work being done in the past 180 days.

2021 IBC

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

On August 5th, 2021, Building Official Stein McMullen and I Officer Perez were investigating building 16. Since we were already on location, we proceeded on to building 19 to take photos of the outside of the building for proof of work not being done. On September 1st, 2021, Building Official Stein McMullen contacted me to inform me that we need to proceed with our investigation of 305 Everglade Ave on buildings 6, 16, and 19. After Stein McMullen acquired the necessary warrants for entry to all units in all 3 of the buildings in question we set a date for the investigation. On September 9th, 2021, at approximately 10:30 am Stein McMullen and I Officer Perez arrived at the complex management office to present the warrants for entry to the buildings. As soon as the property manager collected all keys needed for entry we began our investigation in the order of 16, 19, and 6. After collecting all photographic evidence needed from all units of the extent of damage to each of the buildings, due to lack of repair, it is my (Officer Perez) professional opinion that this building does meet the definition of Mississippi Code Ann. § 21-19-11.

PHOTOS



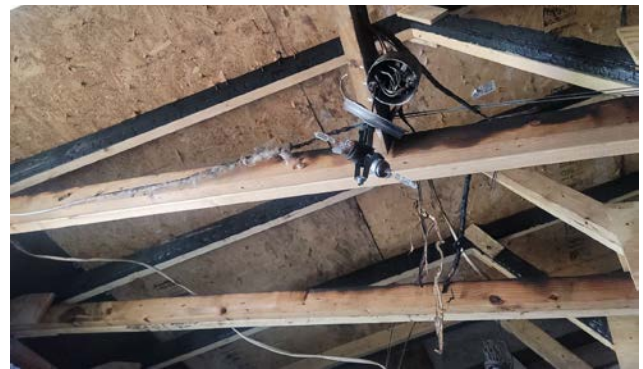
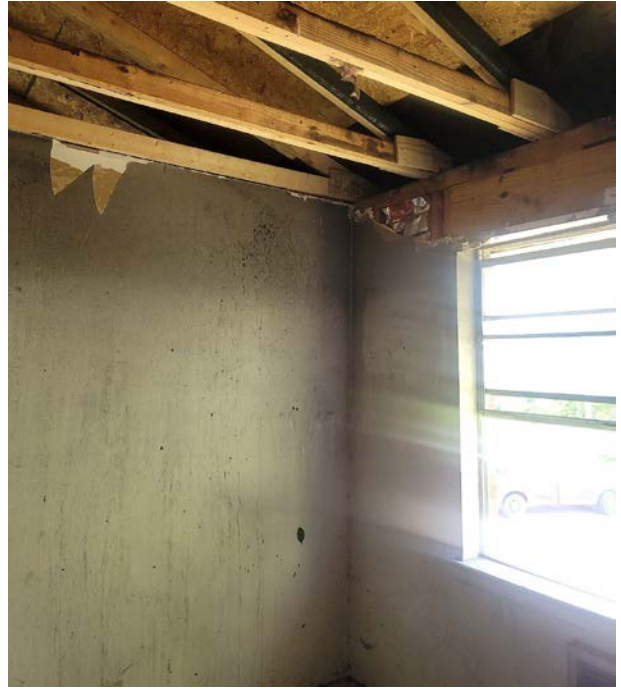






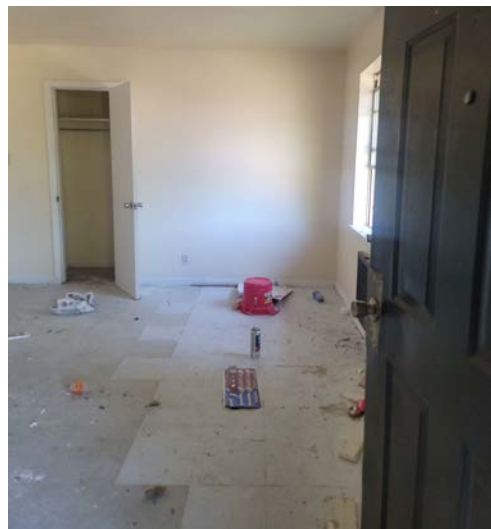


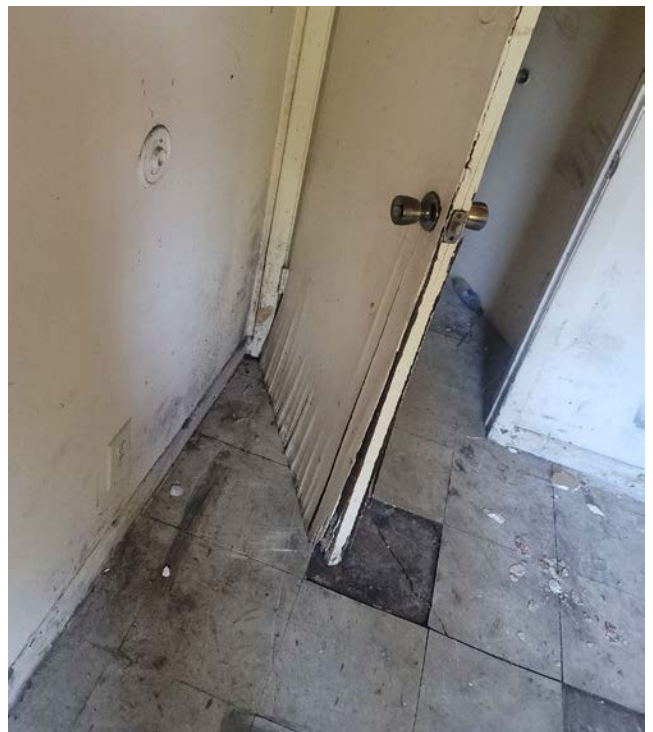
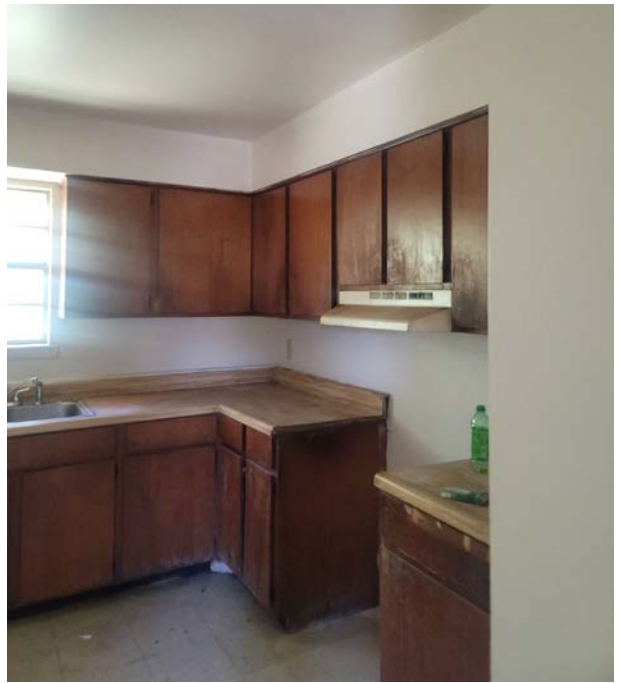


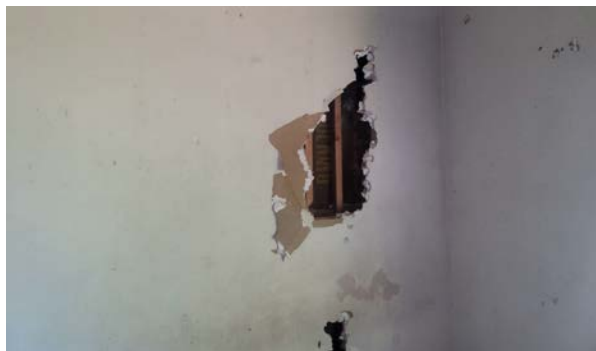


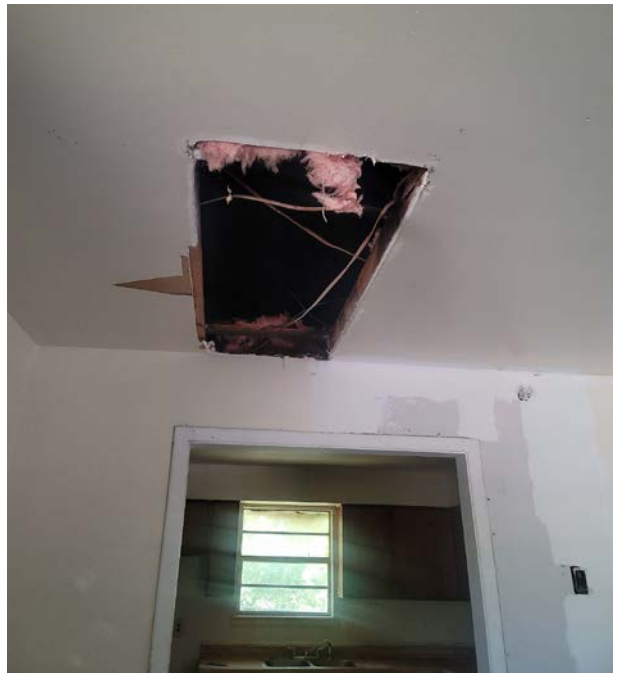
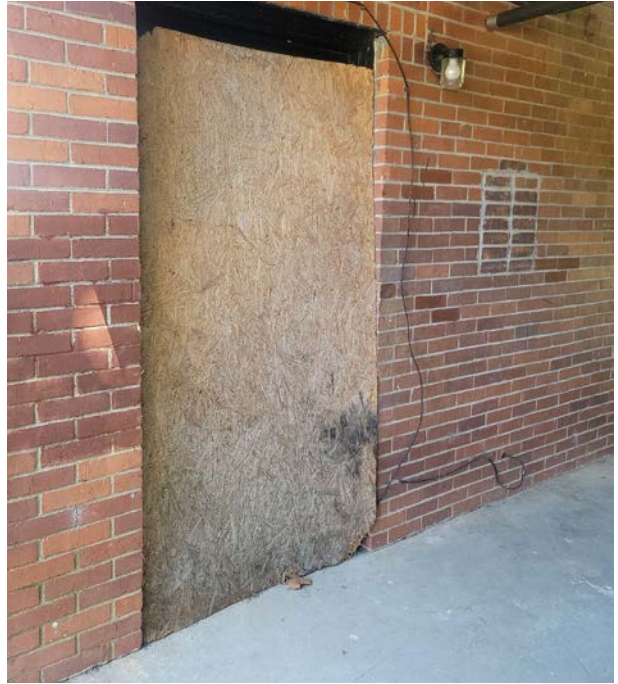


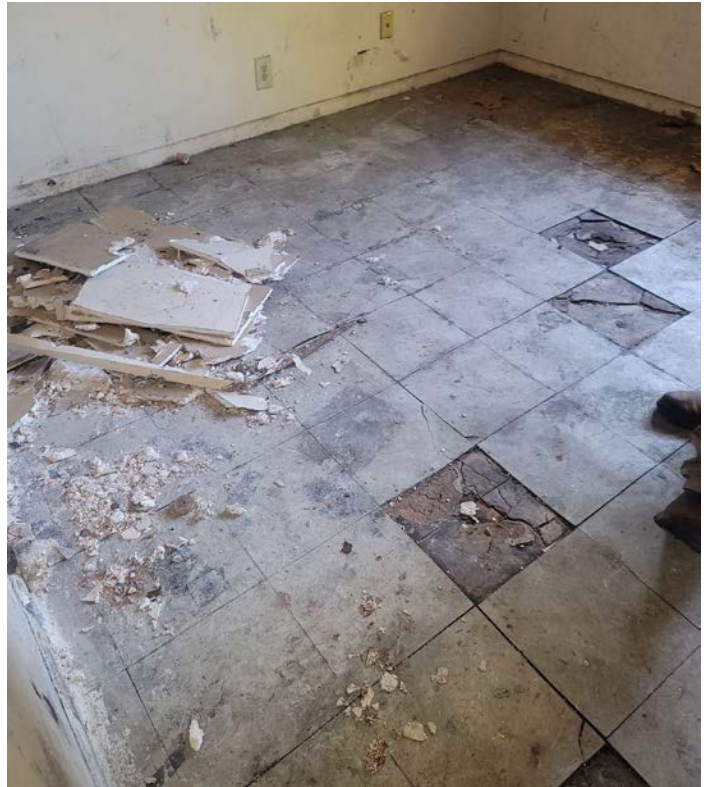












NARRATIVE: BUILDING OFFICIAL

305 Everglade Building 19

On October 19, 2019 Building 19 was brought before the board pursuant to Mississippi Code Ann. § 21-19-11.

On August 19, 2020 a building Permit was issued.

On August 19, 2021 the building permit expired due to abandonment of work for 180 days after work has commenced.

On September 9, 2021 I, Stein McMullen, presented to Municipal Court Judge Brian Kelley an Affidavit and Administrative Inspection Warrant Affidavit to obtain entry into the said property. Judge Kelley granted the Administrative Inspection Warrant.

On September 9, 2021 at or around 10:00 am Officer Perez and I went to 305 Everglade Avenue and met with the on-site manager to present her with the Inspection Warrant. She walked with us as we did the inspection of the building to provide us access to areas that we needed keys to enter.

Listed below are the unsafe conditions.

1. Water leaking into living spaces through the ceiling and light fixtures.
2. Gypsum board and insulation falling into living spaces.
3. Inadequate repairs to the roof that allow water to continue to enter the unit.
4. Mildew and mold growing on walls, floors and ceiling surfaces.
5. Mildew and mold growing on the roof decking and roof structure components.
6. Tile separating from floor assembly.
7. Floor assembly is spongy due to the presence of water damage.
8. Broken windows and doors.
9. Fire damage has not been repaired.

Building 16 meets the following code conditions in the **2021 International Property Maintenance Code Section 111 UNSAFE STRUCTURES AND EQUIPMENT.**

111.1.1 Unsafe Structures

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

111.1.3 Structure Unfit for Human Occupancy

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public

108.1.5 Dangerous Structure or Premises

For the purpose of this code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:

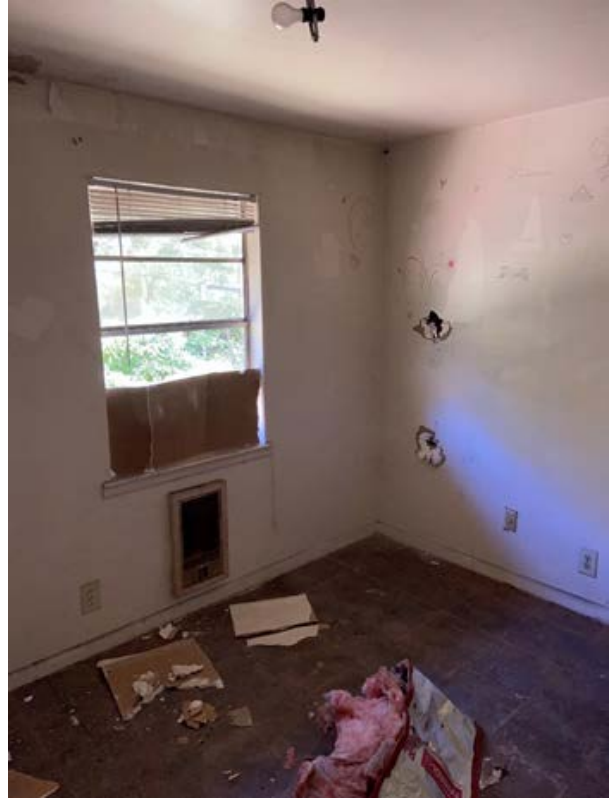
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act











21. CONSIDERATION OF THE APPROVAL AND ACCEPTANCE OF THE LOWEST BID FROM CENTRAL POLY-BAG CORP. FOR THE PURCHASE OF 5,000 ROLLS OF GARBAGE BAGS IN THE AMOUNT OF \$106,600.00 FOR THE 2021/2022 ANNUAL BAG DISTRIBUTION AND INCREASE MONTHLY SANITATION FEES BY \$1 PER MONTH.

Mayor Spruill noted this was the second time garbage bags had been bid out recently. While this bid was lower than the previous bids received, it was still double the cost of the 2019 / 2020 bids. She noted sanitation fees were increased in 2019 but that was specifically to cover the costs of remediating the landfill. Prior to that the last increase was in 2013 for residential rates and 2012 for commercial rates. This increase will allow the City to pay for the increased cost of the bags and allow for the increase in the salaries as recommended in the salary survey.

Upon the motion of Alderman Sistrunk, seconded by Alderman Perkins, to accept the lowest bid from Central Poly-Bag Corp. for the purchase of 5,000 rolls of garbage bags in the amount of \$106,600.00 for the 2021/2022 annual bag distribution and increase monthly sanitation fees by \$1 per month effective for the December billing cycle, 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.

Bids received via reverse auction:

Refuse Bags - Per Roll of 104 bags:

	Bid Amount	5,000 Rolls
Central Poly-Bag Corp.	\$ 21.32 USD	\$ 106,600.00
Dyna Pak	\$ 21.35 USD	\$106,750.00

22. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of October 26, 2021 for fiscal year ending 9/30/22, 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	\$ 374,608.94
Restricted Police Fund	002	112.66
Restricted Fire Fund	003	99,428.18
Airport Fund	015	59,141.50
Restricted Airport	016	16,157.91
Sanitation	022	81,573.01
Computer Assessments	107	534.62
Industrial Park Bond	303	977.50
Linkage TAP Project	310	191,814.43
Park and Rec Tourism	375	109,050.00
BUILD Grant	377	36,103.54
Park Bond - 2020	380	853,120.76
Sub Total Before Utilities		\$ 1,822,623.05
Utilities Dept.	SED	810,436.40
Total Claims	Total	\$ 2,633,059.45

23. CONSIDERATION OF APPROVING THE UPDATED PERSONNEL MANUAL FOR THE CITY OF STARKVILLE.

Human Resource Director and COO Nav Ashford discussed the updated Grievance Policy and the Personnel Manual for the City of Starkville. The updated Personnel Manual includes the following: Housekeeping changes to improve readability and comprehension and to update with current laws and promote administrative efficiency.

Upon the motion of Alderman Rupp, seconded by Alderman Brooks, to approve the updated Grievance Policy and the Personnel Manual for the City of Starkville, 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 updated Personnel Manual and Grievance Policy can be found on the City of Starkville website.

24. CONSIDERATION OF APPROVAL OF FY 2021-22 SALARY ADJUSTMENTS FOR EMPLOYEES IDENTIFIED IN THE PROPOSED INCREASE COST DATA SHEET THAT RESULTED FROM THE PAY STUDY CONDUCTED BY THE STENNIS INSTITUTE OF GOVERNMENT AND COMMUNITY DEVELOPMENT AT MISSISSIPPI STATE UNIVERSITY.

Alderman Vaughn offered a motion to approve the FY 2021-22 salary adjustments for employees identified in the proposed increase cost data sheet that resulted from the pay study conducted by the Stennis Institute of Government and Community Development at Mississippi State University. Following a second by Alderman Sistrunk, 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.
A copy of the study is on file in the Human Resource Department.

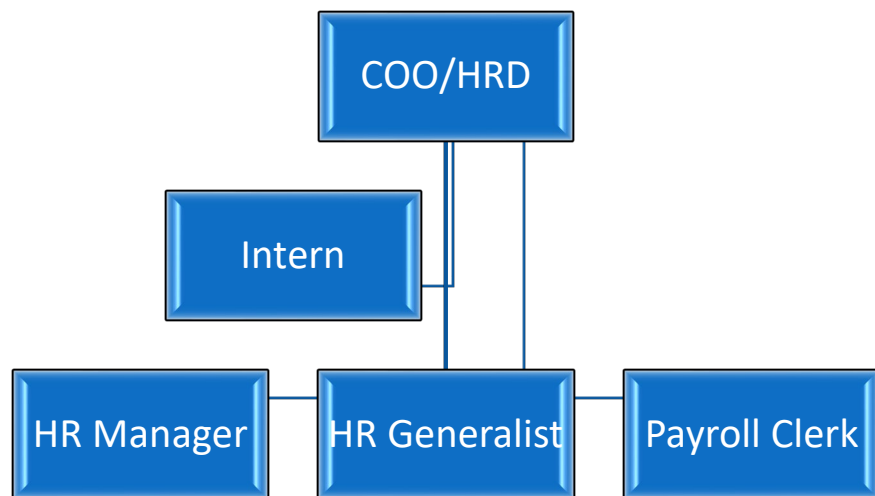
25. CONSIDERATION AND APPROVAL OF THE RESTRUCTURING OF THE HUMAN RESOURCES DEPARTMENT.

Human Resource Director and COO Nav Ashford discussed the proposed restructure of the Human Resources Department to accommodate the ever growing demands of the City in a responsive and efficient manner while looking to the future in the development of departmental leaders in the Department and succession planning for day to day management. Payroll processing will be moved to the Human Resource Department from the City Clerk's Office.

Alderman Sistrunk offered a motion to approve the restructuring of the Human Resources Department. Alderman Vaughn seconded the motion and 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.



26. MOTION TO RECESS UNTIL NOVEMBER 16, 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 November 16, 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)