

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
December 21, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on December 21, 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, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin. Alderman Mike Brooks appeared telephonically. Alderman Ben Carver was absent.

Mayor Lynn Spruill asked the Clerk to call roll of the Aldermen. Having confirmed a quorum, she called the meeting to order. The Mayor then opened the meeting with the Pledge of Allegiance followed by a moment of silence.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

Alderman Sistrunk asked to add XI. E. 3. (advertise for municipal depository) to consent.

Alderman Brooks asked to remove "and consideration" from the Public Hearing of amending the UDC.

There being no other revisions, 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 Beatty offered a motion, duly seconded by Alderman Rupp, to approve the December 21, 2021 Official Agenda as revised. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
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
RECESS MEETING OF TUESDAY, DECEMBER 21, 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 NOVEMBER 16, 2021 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: HOLIDAY TRASH SCHEDULE

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

CONSIDERATION OF VA 21-11: A REQUEST FOR VARIANCES ON SETBACK AND WALL HEIGHT REQUIREMENTS FOR SEVERAL LOTS LOCATED AT THE PRESERVE AT HUNTINGTON PARK SUBDIVISION IN A SD-6 ZONING DISTRICT.

SECOND PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING ARTICLE II TRANSIENT VENDOR AND APPENDING ARTICLE III MOBILE FOOD VENDORS TO CHAPTER 30 BUSINESS OF THE CODE OF ORDINANCES.

FIRST PUBLIC HEARING ON THE UPDATE OF THE SANITATION ORDINANCE AND CITY OF STARKVILLE CODE § CHAPTER 94 – SOLID WASTE.

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 RENEWAL OF CITY LIABILITY INSURANCE DUE DECEMBER 31, 2021 WITH MS MUNICIPAL SERVICE COMPANY IN THE AMOUNT OF \$227,890.82, THE LOWER ESTIMATED QUOTE RECEIVED.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ENTER INTO A MAINTENANCE/REPAIR AGREEMENT WITH REMOTE SYSTEMS INTEGRATION FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS).

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 21-07: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING ONE LOT INTO TWO LOTS AT 310 MCKEE STREET IN A TN-E ZONING DISTRICT WITH PARCEL NUMBER 102B-00-156.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF REJECTING THE BIDS FOR THE SPORTSPLEX PARKING LOT AND ACCEPTING ALTERNATE B2.2 FROM GREGORY CONSTRUCTION FOR THE PARKING LOT PROJECT BID TO COMPLETE THE PARKING LOT PAVING.
2. CONSIDERATION OF DECLARING AUTO SHOP EQUIPMENT (HYDRAULIC HOSE CRIMPING MACHINE- WITHOUT PUMP, STOCK OF HYDRAULIC HOSE, HYDRAULIC HOSE STEMS, VALVE GRINDING MACHINE- SN 23135, AND HYDRAULIC HOSE CUTOFF SAW) AS SURPLUS AND AUCTION ON GOVDEALS.

DI. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 15, 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, 21-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF NOVEMBER 2021 FINANCIAL STATEMENTS.

3. REQUEST AUTHORIZATION TO ADVERTISE FOR MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT THE DONATION OF AN E-ONE 4T FIRE TRUCK (S/N 4ENRAAA88310) FROM MISSISSIPPI STATE UNIVERSITY WITH A VALUE OF \$292,308.00.
2. REQUEST PERMISSION TO ALLOW RICK SHERMAN EXTERIORS TO PAINT THE METAL ON THE EXTERIOR OF FIRE STATION ONE FOR THE COST OF \$8,100.00, THE LOWEST QUOTE.
3. REQUEST PERMISSION TO ALLOW PAUL DAVIS RESTORATION TO PERFORM RESTORATION OF FIRE STATION THREE, 102 GARRARD ROAD, FOR THE COST OF \$62,256.66, THE ONLY BID RECEIVED AFTER ADVERTISING.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE LEANN BATES, JACQUEZ HARDY AND CAGE PALMER AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JOSHUA LANIER AND AUBREY LONG AS APPRENTICE LINEMEN IN THE STARKVILLE UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE PRINSTON HENDERSON AND ROBERT EGUIRES AS POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE STEVEN MCMORRIS AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE NICHOLAS PEARSON AS A PART-TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE 10 SIX AND 10 EIGHT CUBIC YARD STANDARD DUTY FRONT LOAD CONTAINERS FROM WASTEQUIP.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE WAREHOUSE RACKING AND LOCKERS FOR THE NEW WATER WAREHOUSE ADDITION IN THE AMOUNT OF \$17,043.72 FROM ULINE, THE LOWER QUOTE.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM RUTHERFORD CONTRACTING LLC FOR THE REMOVAL OF 6 TREES ON SYCAMORE STREET IN THE AMOUNT OF \$8,800.00.
3. CONSIDERATION OF CITY OF STARKVILLE POLICY GOVERNING WORK UNDERTAKEN WHEN OPERATING WITHIN DEDICATED EASEMENTS

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Prospective Purchase of Land

XV. OPEN SESSION

XVI. ADJOURN UNTIL JANUARY 4, 2022 @ 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 – 23:

2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 16, 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 December 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the November 16, 2021 recess meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE DECEMBER 3, 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 December 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the December 3, 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 Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the Proclamation extending the emergency declaration for the COVID pandemic another 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: December 21, 2021

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

5. CONSIDERATION OF RENEWAL OF CITY LIABILITY INSURANCE DUE DECEMBER 31, 2021 WITH MS MUNICIPAL SERVICE COMPANY IN THE AMOUNT OF \$227,890.82, THE LOWER ESTIMATED QUOTE RECEIVED.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “renewal of liability insurance coverage with MS Municipal Service Company, the lower quote received at a cost of \$227,890.82” is enumerated, this consent item is thereby approved.

Two quotes: Travelers - \$265,000.00 and MS Mun Svc Co - \$227,890.82

6. CONSIDERATION TO ENTER INTO A MAINTENANCE/REPAIR AGREEMENT WITH REMOTE SYSTEMS INTEGRATION FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS).

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to enter into a maintenance/repair agreement with Remote Systems Integration for the Automated Weather Observations System (AWOS)” is enumerated, this consent item is thereby approved. The agreement follows this page.

7. CONSIDERATION OF FP 21-07: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING ONE LOT INTO TWO LOTS AT 310 MCKEE STREET IN A TN-E ZONING DISTRICT WITH PARCEL NUMBER 102B-00-156.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of FP 21-07: a request for Final Plat approval for subdividing one lot into two lots at 310 McKee Street in a TN-E zoning district with parcel number 102B-00-156.00 by Don Crabtree on behalf of Crabtree Properties LLC” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF REJECTING THE BIDS FOR THE SPORTSPLEX PARKING LOT AND ACCEPTING ALTERNATE B2.2 FROM GREGORY CONSTRUCTION AS THE BEST BID FOR THE PARKING LOT PROJECT BID TO COMPLETE THE PARKING LOT PAVING.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of rejecting the bids for the Sportsplex Parking lot and accepting alternate B2.2 from Gregory Construction as the best bid for the parking lot project bid to complete the parking lot paving” is enumerated, this consent item is thereby approved.

Bids Received: Site Masters Construction: \$197,915.10, Murphree paving: \$165,845.00 and Gregory: \$169,100.00.

After much consideration, the Staff recommends accepting the alternate from Gregory even though it may be slightly higher than the low quote for the following reasons:

- Since Gregory is currently working on the project, we would not need to manage two contractors on the same site thereby eliminating any potential claims or responsibilities for damage or inadequacies with the project.
- Gregory believes that they will be able to complete the paving by the end of 2021. If we had to perform with a second contractor, it would take over a month to execute contracts, bonds, etc.
- The asphalt plant is planning on closing for maintenance at the end of the year and if we chose to go with a second contractor, there is a likelihood we may not be able to complete until warmer weather in late February or March.



PO Box 1260 Millington, TN 38083 (800) 261-1774 www.remotesys.com

MAINTENANCE / REPAIR AGREEMENT

Total three (3) pages plus exhibit A

For: KSTF – Starkville, MS

Facility or System: **Automated Weather Observations System (AWOS)**

Start date: May 29, 2022

End date: May 31, 2026

Details of charges:

AWOS maintenance per year:

\$ 2400.00

Includes no-charge unscheduled repair / maintenance trips subject to limitations herein

For catastrophic non-covered failures the following charges apply:

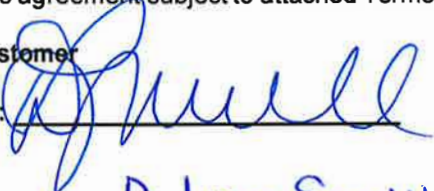
Non-covered unscheduled maintenance / repairs, per day

\$ 500.00

Payment terms: Net 30 days

This agreement subject to attached Terms and Conditions.

Customer

By: 

Print name: D. Lynn Spruill

Title: Mayer

Date: 12-21-2021

Remote Systems Integration

By: _____

Print name: Thomas Nichols

Title: Owner

Date: 12/28/21

This agreement is entered into by the "Customer" and Remote Systems Integration "RSI" subject to the terms and conditions hereinafter set forth and agreed upon by both parties as follows:

- **TERM OF AGREEMENT:** This agreement shall become effective on the 'start date', and unless terminated under provisions listed herein shall remain in effect for the period set out between the 'start date' and 'end date'
- **RENEWAL OF AGREEMENT:** This agreement shall renew automatically for one (1) year at the 'end date' unless at least sixty (60) days prior to the 'end date' either party gives notice that the agreement will be terminated at the 'end date' or any subsequent expiration date as a result of the automatic renewal. This agreement may be terminated with or without cause by either party upon 60 days written notice.
- **SCHEDULED MAINTENANCE:** The term 'scheduled maintenance' defines all periodic inspections required by the manufacturer or controlling government authority of sites under such jurisdiction.
- **UNSCHEDULED MAINTENANCE:** Site trips required to restore the facility to full operation after a failure of the system or any subsystem.

The following incidents are EXCLUDED from no-charge unscheduled maintenance visits:

Major damage resulting from lightning, severe weather, misuse or abuse of equipment, collision with any type of vehicle or machinery, and criminal activity. Major damage is defined as a failure of the entire system or multiple subsystems or structural damage requiring more than two (2) days on-site repair or requiring subcontractors such as civil and electrical. Subcontractor charges will be billed.

The addition or removal of any component or accessory, improvement, or attachment required by the manufacturer or controlling government authority.

Specific request for changes to operating settings, configurations, and adjustments to the system unless performed during a normal inspection or maintenance visit.

- **PARTS:** Scheduled maintenance shall include without additional charge all necessary expendable parts to perform the required inspections and facility maintenance such as touch-up tower paint, cable ties, clamps, wire terminals, weatherproofing tape and sealant, and fuses. Replacement of major parts and components or parts necessary for periodic refurbishment per manufacturer's requirements will be coordinated, installed, and billed by RSI.
- **CHARGES:** Charges for each type of service are set forth in Page 1 of this agreement. Charges listed on Page 1 are exclusive of any applicable federal, state, or local taxes. Annual agreement charges are billed quarterly, with billable maintenance billed when work is completed.
- **WARRANTY:** RSI warrants all workmanship for a period of 30 days from date performed. Parts are warranted in accordance with the manufacturer's warranty.
- **CUSTOMER RESPONSIBILITY:** The customer agrees to allow only RSI personnel or those authorized by RSI access to the facility or system, with the exception of any representative of any controlling government agency or other legally authorized entity such as law enforcement personnel. Customer further agrees to perform any user maintenance as required by the manufacturer or controlling government agency. Customer agrees that RSI will follow any directive or order concerning the facility made by the controlling government authority (such

as the FAA in the case of airport navigation or weather observation equipment) regardless of whether this directive or order conflicts with any directives or requests by the customer.

- **RESPONSE TIME:** RSI will initiate response as soon as possible when notified of a facility failure. RSI will not be liable for any delay from cause or causes beyond the reasonable control of RSI, including but not limited to any natural or man-made disasters, severe weather, communications or other equipment failures, regulation or orders of government, or delays caused by the unavailability of RSI personnel due to service calls received prior to customer call. Calls are handled in the order received with outages having priority.
- **METHODS OF WORK:** RSI will perform required inspections as dictated by the manufacturer and/or controlling government agency as specified in the attached Exhibit A for this particular facility. All inspections and repair will conform to government agency regulations, manufacturer's specifications, and good engineering practice. Instances where a maintenance call is made to the facility, the normal routine inspections will also be made if possible where such a maintenance call falls within any time windows specific for that facility. However, RSI will immediately respond to controlling government agency instructions or any instance where the safety of users of the equipment may be jeopardized without regards to the above. Customer agrees to cover any applicable charges when such directive fall under 'unscheduled maintenance'.
- **NON-PAYMENT or DEFAULT:** RSI may terminate this agreement at any time for failure of the customer to pay for services rendered and billed under this agreement.
- **PROCEDURES FOR NOTIFICATION OF FAILURE:** In the event of a facility failure, the customer shall so notify RSI as soon as practical via the following methods:

Telephone / voice mail (800) 261-1774 Option 2 (primary and preferred)
e-mail: info@remotesys.com

RSI will notify the customer of receipt of the failure notification as soon as it is received. Notifications not acknowledged are not valid. Any new contact names and numbers will be furnished to customer when available.

- **MISCELLANEOUS:** This agreement is covered under the laws of the State of Mississippi and constitutes the entire agreement between the parties listed on page 1. This agreement may only be modified in writing signed by authorized representatives of both parties. This agreement may not be assigned or transferred without agreement of both parties except adjunct to the sale of a substantial part of RSI or the customer business.

EXHIBIT A

Specific services for Automated Weather Observation Systems used in the National Airspace System and recognized by the Federal Aviation Administration:

RSI will perform periodic scheduled inspection / calibration visits as specified in the FAA Order concerning maintenance of Automated Weather Observations Systems. The annual visit on or near the anniversary of the site commissioning will be coordinated with the Federal Aviation Administration and an FAA inspector will be present during the inspection to revalidate the facility for the coming year. Other inspections will be performed on a minimum 90 to maximum 150 day intervals. These inspections consist of comparing all sensors to calibrated standards or test equipment and verifying proper operation of the system, along with parameters such as Ground-To-Air radio power and modulation limits. All repairs, adjustments, and measurements made during these visits will be documented on the appropriate FAA or factory forms, and copies of these forms forwarded to the FAA as required. All work will be done in accordance with FAA and FCC regulations and good engineering practice.

RSI will respond to any maintenance call as outlined in the 'response time' section of the contract, and will repair or replace any defective component with charges for parts only for all 'covered maintenance' items. The FAA allows a window of time for scheduled inspections, and if the maintenance visit falls within a window for such an inspection, it shall also be performed at that time.

Routine site verification:

RSI will check the facility using the Remote Maintenance Monitor Functions periodically, however the FAA requires that the facility be monitored as much as necessary to ensure proper operation and that information transmitted to users is representative of actual weather conditions. **It is the customer's responsibility to monitor the facility and to notify the appropriate Flight Service Station for the issuance of a NOTAM (Notice to Airmen) and to disable the facility if directed should the facility report erroneous data. RSI authorizes the customer to take any reasonable action to prevent the facility from compromising flight safety without liability or charges under this contract.**

9. CONSIDERATION OF DECLARING AUTO SHOP EQUIPMENT (HYDRAULIC HOSE CRIMPING MACHINE- WITHOUT PUMP, STOCK OF HYDRAULIC HOSE, HYDRAULIC HOSE STEMS, VALVE GRINDING MACHINE- SN 23135, AND HYDRAULIC HOSE CUTOFF SAW) 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 December 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of declaring auto shop equipment (Hydraulic Hose Crimping machine- without pump, Stock of Hydraulic hose, Hydraulic hose stems, valve grinding machine- SN 23135, and hydraulic hose cutoff saw, as surplus and auction on Govdeals” is enumerated, this consent item is thereby approved.

10. ACCEPTANCE OF NOVEMBER 2021 FINANCIAL STATEMENTS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “acceptance of November 2021 financial statements” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO ADVERTISE FOR A MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Municipal depository for the City of Starkville” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ACCEPT THE DONATION OF AN E-ONE 4T FIRE TRUCK (S/N 4ENRAAA88310) FROM MISSISSIPPI STATE UNIVERSITY WITH A VALUE OF \$292,308.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the donation of an E-One 4T Fire Truck (S/N 4ENRAAA88310) from Mississippi State University with a value of \$292,308.00” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ALLOW RICK SHERMAN EXTERIORS TO PAINT THE METAL ON THE EXTERIOR OF FIRE STATION ONE FOR THE COST OF \$8,100.00, THE LOWEST QUOTE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval to allow Rick Sherman Exteriors to paint the metal on the exterior of Fire Station One, 503 East Lampkin Street, for the cost of \$8,100, the lowest quote” is enumerated, this consent item is thereby approved.

Quotes Received: Rick Sherman Exteriors: \$8,100.00 and James “Cubby” Harris Painting Company: \$8,500.00

14. CONSIDERATION TO ALLOW PAUL DAVIS RESTORATION TO PERFORM RESTORATION OF FIRE STATION THREE, 102 GARRARD ROAD, FOR THE COST OF \$62,256.66, THE ONLY BID RECEIVED AFTER ADVERTISING.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “permission to allow Paul Davis Restoration to perform restoration of Fire Station Three, 102 Garrard Road, for the cost of \$62,256.66, the only bid received after advertising” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE LEANN BATES, JACQUEZ HARDY AND CAGE PALMER AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire LeAnn Bates, Jacquez Hardy and Cage Palmer as entry level Firefighters” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE JOSHUA LANIER AND AUBREY LONG AS APPRENTICE LINEMEN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire Joshua Lanier and Aubrey Long as Apprentice Lineman” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE PRINSTON HENDERSON AND ROBERT EGUIRES AS POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire Prinston Henderson and Robert Eguire as Police Officers” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE STEVEN MCMORRIS AS A MAINTENANCE 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 December 21, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire Steven McMorris as a Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO HIRE NICHOLAS PEARSON AS A PART- TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire Nicholas Pearson as a part- time firefighter” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO PURCHASE 10 SIX AND 10 EIGHT CUBIC YARD STANDARD DUTY FRONT LOAD CONTAINERS FROM WASTEQUIP.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to purchase 10 six and 10 eight cubic yard standard duty front load containers from Wastequip, the best quote based on quality and durability” is enumerated, this consent item is thereby approved.

2 Quotes Received: Plum Container: \$23,900 and Wastequip: \$30,790

21. CONSIDERATION TO PURCHASE WAREHOUSE RACKING AND LOCKERS FOR THE NEW WATER WAREHOUSE ADDITION IN THE AMOUNT OF \$17,043.72 FROM ULINE, THE LOWER QUOTE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to purchase warehouse racking and lockers for the new water warehouse addition in the amount of \$17,043.72” is enumerated, this consent item is thereby approved.

Quotes Received: Uline: \$17,043.72 and Global: \$21,651.19

22. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM RUTHERFORD CONTRACTING LLC FOR THE REMOVAL OF 6 TREES ON SYCAMORE STREET IN THE AMOUNT OF \$8.800.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to accept the lowest and best quote from Rutherford Contracting LLC for the removal of 6 trees on Sycamore Street in the amount of \$8.800.00” is enumerated, this consent item is thereby approved.

Quotes Received: Rutherford: \$8,800.00 and Wilson’s: \$11,681.00

23. CONSIDERATION OF CITY OF STARKVILLE POLICY GOVERNING WORK UNDERTAKEN WHEN OPERATING WITHIN DEDICATED EASEMENTS

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of a City of Starkville Policy governing work undertaken when operating within dedicated easements” is enumerated, this consent item is thereby approved.

CITY OF STARKVILLE POLICY GOVERNING WORK UNDERTAKEN WHEN OPERATING WITHIN DEDICATED EASEMENTS

WHEREAS, the right of the City of Starkville to use land across which its utilities extend necessarily includes the right to exercise all incidents necessary for the full benefit and enjoyment of that easement, one of which is ready accessibility to the utility line for maintenance and repair, and that the erection or creation of any obstructions on or over a utility right of way constitutes an unwarranted interference with the rights of the City of Starkville; and

WHEREAS, the City of Starkville has the burden of maintenance and repair to its system, including but not limited to clearing trees from interfering with utility lines, with respect to utilities located within dedicated easements; and

WHEREAS, because of said burden of maintenance and repair, the City of Starkville has an implied secondary easement to enter the servient property to perform necessary maintenance and repair, with full rights of ingress and egress to its utility facilities with or without notice to, or permission from, the landowner; and

WHEREAS, dedicated easements run with the land and the rights and obligations that accompany them have already been acquired when the City exercises its rights to maintain and repair.

WHEREFORE, the City adopts the following policy:

1. Underground operations. The City of Starkville, when working underground within dedicated easements, will endeavor to disturb the natural landscape, along with real and personal property, as minimally as possible, and shall restore the ground via seeding and/or sprigging to close to the same or similar condition as it was in during its natural state prior to the commencement of the work, along with making repairs to any fencing used to access the property. However, no compensation for disturbing or removing other man-made items or structures, trees, portions of trees, ornamental plants, or other landscaping shall be paid to the underlying property owner, the City shall not repair or replace these items if they are damaged during the work, and such underground operations shall not create additional maintenance obligations to the easement territory by the City.

2. Above-ground operations. The City of Starkville, when working above-ground within dedicated easements, will endeavor to disturb the natural landscape, along with real and personal property, as minimally as possible, and shall restore the ground via seeding and/or sprigging to close to the same or similar condition as it was in during its natural state prior to the commencement of the work, along with making repairs to any fencing used to access the property. However, no compensation for disturbing or removing other man-made items or structures, trees, portions of trees, ornamental plants, or other landscaping shall be paid to the underlying property owner, the City shall not repair or replace these items if they are damaged during the work, and such above-ground operations shall not create additional maintenance obligations to the easement territory by the City.

This Policy balances the rights and expectations of property owners with the rights and obligations of the City of Starkville to maintain and repair equipment within dedicated easements in a manner so that its services remain dependable, the equipment is safe and functioning, and the public is well-served.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill noted the trash pick-up schedule of the Sanitation department. There will be no pick-up December 24 or December 27, but there will be city wide pickup on Tuesday, December 28.

BOARD OF ALDERMEN COMMENTS:

The Aldermen wished everyone a Merry Christmas and a safe and Happy New Year.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted the trash pickup schedule and asked about trash bag delivery. He added that some Garrard Road residents are concerned with traffic speed.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF VA 21-11: A REQUEST FOR VARIANCES ON SETBACK AND WALL HEIGHT REQUIREMENTS FOR SEVERAL LOTS LOCATED AT THE PRESERVE AT HUNTINGTON PARK SUBDIVISION IN A SD-6 ZONING DISTRICT.

Daniel Havelin, City Planner, presented a request by David Jackson on behalf of Jackson Construction LLC for a variance from side setbacks and fence height for front yard on a corner lot for lot 301, 307, 308, 314, 315, 321, 322, 328, 345, and 346 within the Preserve at Huntington Park subdivision located at west end of Huntington Drive in an SD-6 zoning district. On Lots 345 and 346 the applicant is requesting a variance to reduce the side setback adjacent to the street from 25' to 15'. On Lots 301, 307, 308, 314, 315, 321, 322, and 328 the applicant is requesting a variance to reduce the side setback adjacent to the street from 25' to 20'. The applicant is also requesting a variance to increase the maximum fence height from 3 ½ feet to up to 8 feet within the side setback adjacent to the street of a corner lot for Lots 301, 307, 308, 314, 315, 321, 322, 328, 345 and 346.

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

24. CONSIDERATION OF APPROVAL OF VA 21-11: A REQUEST FOR VARIANCES ON SETBACK AND WALL HEIGHT REQUIREMENTS FOR SEVERAL LOTS LOCATED AT THE PRESERVE AT HUNTINGTON PARK SUBDIVISION IN A SD-6 ZONING DISTRICT.

Alderman Rupp, duly seconded by Alderman Vaughn, offered a motion approving VA 21-11: a request for variances on setback and wall height requirements for several lots located at The Preserve at Huntington Park in a SD-6 zoning district as presented during the public hearing and in the Board packets. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
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.

SECOND PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

Daniel Havelin, City Planner, presented the following proposed amendments to the UDC:

UDC Section Number	Description of Revision
3.4.1	Changed "Development Requirements" to "Development Standards" for Special Exceptions
3.8	Added Criteria for Administrative Appeal
3.10.4.D.4	Changed "Administrative Appeal" process for Architecture Review to be reviewed by Planning and Zoning Commission prior to Board of Aldermen
4.5	Changed procedure and notification requirement for zoning of annexed areas
13.3.6.B	Added "Recreational Vehicle Parks" as Special Exception/Use Exception in C zoning districts
13.7.11	Added sound requirements to "Food Trucks"
14.6	Updated Development Standards chart to allow for "Monument Signs" in Form-Based Districts
14.6.2	Added "Monument Sign" type as Permitted with Additional Standards for T-5C, T-5D, and T-5U
14.7.10.D.3	Added Additional size options for "Yard Signs" in non-residential and mixed-use zones.
14.6 and 14.7.11.E	Removing the word "pendants" from title
17.6	Added Rental Housing Code
18	Adding and Updating Definitions

Alderman Perkins asked that the Statement of Intent be read into the minutes by Mr. Havelin:

17.6.1. Intent. This code shall apply to all rental housing units located within the City of Starkville, Mississippi, including all residential dwelling unit types. The intent of this code is to establish base standards for rental housing units in Starkville so as to prevent or correct slum and/or blighted conditions and protect the health, safety and welfare of the community. This code shall not apply to hotels, motels, short-term rental, and any bed and breakfast.

Mayor Spruill opened the Public Hearing.

Briar Jones, Greensboro Street, expressed his concerns in that enforcement will become subjective to the interpretation of a city building inspector.

Alvin Turner asked about his government rental property and if it would be subject to inspections by the city.

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

SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING ARTICLE II TRANSIENT VENDOR AND APPENDING ARTICLE III MOBILE FOOD VENDORS TO CHAPTER 30 BUSINESS OF THE CODE OF ORDINANCES.

Odie Avery, Assistant City Planner, presented proposed amendments to Chapter 30 of the Code of Ordinances:

“Chapter 30- Business” of the “Code of Ordinance City of Starkville, Mississippi” contains two articles. “Article I” In General is reserved for section 30-01 to 30-25. This section will be repealed at a later date as part of a reorganization of the Code of Ordinance. “Article II Transient Vendors” was originally written in 1977 and updated several times through the years. This proposed update will replace the entire section to modernize the language and requirements of this section. “Article III Sexually Oriented Business” was repealed in December of 2019 and placed into the Unified Development Code. The proposed “Article III- Mobile Food Vendor” provides the requirements for food vendors operating within the right-of-way throughout the city.

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

25. CONSIDERATION OF APPROVAL OF AMENDING ARTICLE II TRANSIENT VENDOR AND APPENDING ARTICLE III MOBILE FOOD VENDORS TO CHAPTER 30 BUSINESS OF THE CODE OF ORDINANCES

Alderman Beatty, duly seconded by Alderman Sistrunk, offered a motion amending Article II Transient Vendor and appending Article III Mobile Food Vendors to Chapter 30 Business of the Code of Ordinances as presented by Odie Avery and in the Board packet materials. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
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 Ordinances appear on the following page.

ORDINANCE NO. 2021-06

**ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI FOR AMENDING
CHAPTER 30 OF THE CODE OF ORDINANCES OF STARKVILLE, MISSISSIPPI**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, did hold two public hearings as described in the proof of publication of the notices of hearings which is appended to the Minutes, in connection with the proposed amendment of Chapter 30 of the Code of Ordinances of Starkville, Mississippi; and

WHEREAS, the Mayor and Board of Aldermen do hereby find that notice of said public hearings were given as required by law and based upon the input from citizens and others, the City of Starkville finds the need to amend Chapter 30 of the Code of Ordinances of Starkville, Mississippi; and

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi:

SECTION 1. That Article II- Transient Vendors of Chapter 30 of the Code of Ordinances of Starkville, Mississippi shall be amended.

SECTION 2. That Article III- Mobile Food Vendor of Chapter 30 of the Code of Ordinances of Starkville, Mississippi shall be amended.

SECTION 2. This Ordinance shall go into effect thirty (30) days after the adoption hereof.

SECTION 3. Said Ordinance having been previously reduced to writing, a motion was made by Alderman Beatty and seconded by Alderman Sistrunk to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was voted on by the Board of Aldermen, the results being as follows:

Alderman Ben Carver	Ward 1	Voted: Absent
Alderman Sandra C. Sistrunk	Ward 2	Voted: Yea
Alderman Jeffrey Rupp	Ward 3	Voted: Yea
Alderman Mike Brooks	Ward 4	Voted: Yea
Alderman Hamp Beatty	Ward 5	Voted: Yea
Vice Mayor Roy A'. Perkins	Ward 6	Voted: Yea
Alderman Henry N. Vaughn, Sr.	Ward 7	Voted: Yea

ORDAINED AND APPROVED, this the 21st day of December, 2021, at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

Chapter 30 - BUSINESSES

ARTICLE I. - IN GENERAL

Secs. 30-1—30-25. - Reserved.

ARTICLE II – TRANSIENT VENDORS

Sec 30-26 - Definition:

"Transient vendor" shall be construed to mean and include all persons, both principal or agents, who engage in a temporary or transient business in the city, selling goods, wares, or merchandise, and who for the purpose of carrying on such business hire, lease or occupy any room, building or structure for the exhibition or sale of such goods, wares and merchandise. The person so engaged shall not be relieved from the provisions of this chapter by reason of association temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such temporary or transient business in connection with or as a part of the business of or in the name of any local dealer, trader, merchant or auctioneer.

"Transient business" means any business conducted for the sale of merchandise or services that is carried on at a particular location for a period of less than six (6) months in each year, even though the owner of such business may conduct the business at another location for more than six (6) months in each year.

"Person" means an individual, corporation, association, partnership or other entity.

(Ord. No. 2021-06, 12-21-21)

Sec 30-27 – Exemptions:

The provisions of this chapter shall not apply to sales made by mobile food vendors, civic or non-profit organizations, to dealers by commercial travelers or selling agents in the usual course of business, nor to bona fide sales of goods, wares and merchandise by sample for future delivery, nor to hawkers on the streets, nor peddlers from vehicles, nor to judicial sales directed by law or under order of court, nor to the sales of the common necessities of life in open market, nor to agricultural products or products sold at farmer's markets.

(Ord. No. 2021-06, 12-21-21)

Sec 30-28 –License and Application:

No person shall engage in the business or trade of a transient vendor, either as principal or agent, without first applying for and securing a transient vendor license from the City of Starkville. Each applicant for a transient vendor license shall designate a registered agent on the license application. The registered agent must be a resident of the county or municipality for which the license is sought and shall be the agent on whom any process, notice or demand required or permitted by law to be served on the licensee may be served. The registered agent must agree in writing to act as the agent. The license applicant shall file a copy of the agreement with the license application.

(Ord. No. 2021-06, 12-21-21)

Sec 30-29 - Fee; bond:

The City Clerk is authorized to grant a transient vendor license upon the payment by such applicant into the city treasury the sum of one hundred dollars (\$100.00) and executing a bond to the city in the sum of two thousand dollars (\$2,000.00) or 5% of the wholesale value of the property to be sold, and with sufficient sureties, conditioned for a faithful observance of the ordinances of the city.

(Ord. No. 2021-06, 12-21-21)

Sec 30-30 - Term of License; renewal:

The Transient Vendor License shall be issued by the City Clerk's Office and is valid for ninety (90) days from the date of issuance. The license is not transferable and is valid only within the territorial limits of the issuing county

or municipality. A license may be renewed on payment of a Twenty-five Dollar (\$25.00) renewal fee and filing for renewal with the City Clerk before the expiration of the current license. A license may be renewed only one (1) time after which a licensee must once again purchase a new license pursuant to the provisions of Section 75-85-13, Mississippi Code of 1972.

(Ord. No. 2021-06, 12-21-21)

Sec 30-31 - Prohibitions:

It shall be unlawful for any transient vendor to enter upon any private premises when such premises are posted with a sign stating, "no Transient Vendors allowed" or "no solicitations allowed" or other words to that effect. It shall be unlawful for any transient vendor to sell, distribute, or solicit door to door in residential neighborhoods in the City of Starkville. Transient vendors shall not conduct business in any areas from the hours of 9:00 p.m. to 6:00 a.m. Transient vendors shall not leave their businesses parked and unattended while occupying any public space for a period longer than 60 minutes and shall not block or impede pedestrian or vehicular traffic on city right-of-way or on public roadways. Transient vendors may establish a temporary location within the boundaries and confines of a single public parking space provided they do not impede the use of the adjacent spaces by authorized users and do not utilize any handicap spaces for their operations. Transient vendors shall not remain stationary in a public parking space for longer than 12 hours within a 24-hour period and shall not be allowed to remain overnight in a public parking space. Transient vendors utilizing a public parking space must adhere to existing posted time limits associated with the parking space that they are occupying. Sales Events conducted by Transient Vendors shall be limited to forty-eight (48) hours at any given location with a ten (10) day waiting period before returning to the same location. Transient vendors must vacate a public space and shall not be allowed to continue operations in areas that are designated for special events as approved by the board of aldermen from the time of setup for the approved special event to the time of conclusion of the special event.

(Ord. No. 2021-06, 12-21-21)

Sec 30-32 - Posting of Vendor Information:

While transacting the business, a transient vendor shall post in a prominent place, so that they may clearly be seen by purchasers of the merchandise or services which are being offered, the state sales tax number, transient vendor license number, and a statement that the vendor is required to give purchasers receipts that include sales tax. The postings required in this section shall be written in bold, legible letters and numbers. The transient vendor shall keep a running total of all sales

(Ord. No. 2021-06, 12-21-21)

Sec 30-33 - Revocation and Appeal:

Any license issued under the provisions of this division may be revoked for the violation by the permittee of any applicable provision of this Code, state law or city ordinance. Upon such revocation, such license shall immediately be surrendered to the city clerk, and failure to do so shall be a misdemeanor. Any person aggrieved by the action of the city clerk in the denial of an application for a transient vendor's license or in the decision with reference to the revocation of a transient vendor's license as provided in this division shall have the right of appeal through the City's Administrative Appeal Process.

(Ord. No. 2021-06, 12-21-21)

Sec 30-34 Penalties for violation

Any person who knowingly or intentionally operates a transient business without a valid license as provided by this chapter or who knowingly or intentionally advertises, offers for sale, or sells any merchandise or services in violation of this chapter shall, upon conviction, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than Five Hundred Dollars (\$500.00) or be imprisoned in the county jail not more than six (6) months, or be both fined and imprisoned.

(Ord. No. 2021-06, 12-21-21)

Secs. 30-35—30-50. - Reserved.

(Ord. No. 2021-06, 12-21-21)

ARTICLE III - MOBILE FOOD VENDOR

Sec 30-51 - Intent:

In the interest of encouraging mobile food vendors who add to the vibrancy and desirability of Starkville, MS while providing a framework under which such businesses operate, this ordinance is established.

(Ord. No. 2021-06, 12-21-21)

Sec 30-52 - Definitions:

For purposes of this chapter, the following words or phrases shall have the following meanings:

- A. "Mobile food vendor" shall mean any person engaged in the business of mobile food vending; if more than one individual is operating a single stand, cart, trailer, truck, or other means of conveyance, then vendor shall mean all individuals operating such single stand, cart or other means of conveyance.
- B. "Mobile vending unit" means any self-propelled, motorized device or vehicle by which any person or property may be propelled or moved upon a street or highway, or which may be drawn or towed by a self-propelled, motorized vehicle, from which food or food products are sold, offered for sale, displayed, bartered, exchanged or otherwise given.
- C. "Mobile vending cart" shall mean a pushcart or non-self-propelled portable stand moved exclusively by human power designed to be readily moveable from which food or beverages are sold from a public sidewalk and not a public street, highway or public parking space.
- D. "Public right-of-way" means any city street, alley, road, sidewalk, or other passageway whereby pedestrians or vehicles traverse.
- E. "Victuals" means food of any kind that is prepared, packaged or in a form that is suitable for immediate ingestion or consumption by human beings.

(Ord. No. 2021-06, 12-21-21)

Sec 30-53 - License and Permit Requirements:

- A. It shall be unlawful for any person to sell, or offer for sale, food of any type from a mobile vending unit or mobile vending cart without a permit first having been granted under this section. This permit does not allow permit holders to operate during city appointed special events without proper authorization from the special event organizers.
- B. All mobile food vendors shall obtain and maintain a City of Starkville Privilege License and a Mobile Food Vending Permit for each mobile vending unit/vehicle or mobile vending cart in operation.
- C. An application for ~~a license~~ or a permit hereunder shall be submitted to the City Clerk or designee setting forth all information required hereunder and in compliance with this article. All applications shall be filed annually with the City of Starkville and are valid for one (1) calendar year from the date of issuance.
- D. The following information shall be provided with each application for a Mobile Food Vendor permit:
 - 1. A copy of the mobile vending unit's valid registration with the Department of Motor Vehicles. It is required that all motorized mobile vending units (food truck or truck & trailer) be registered.
 - 2. A copy of the automobile insurance policy for the mobile food unit, providing coverage for any accident that may occur while in operation.
 - 3. A copy of the commercial general liability insurance coverage policy. Liability coverage of at least \$500,000 is required, providing coverage for any accident that may occur while operating on the public rights-of-ways. This coverage shall be valid at the time of application and throughout the duration of the mobile food vendor permit. The City of Starkville shall be named as an additional insured party on the insurance policy.

4. All approvals, inspections, and certificates required by the Mississippi State Department of Health. For information or questions please call: 601-576-7689
 5. Applicants must operate under a central kitchen that is approved by the Mississippi Department of Health for food service. A mobile vending unit may be certified by the Mississippi Department of Health as a central kitchen and such certification must be provided.
 6. If the mobile vending unit or mobile vending cart will be operating on private property, please include documentation and signatures from the property owner(s) indicating consent for the use of their property.
- E. Prior to receiving a permit, a fire inspection is required. The City of Starkville fire inspector will inspect all mobile vending units after applications are submitted. For questions regarding fire requirements please call: 662-323-1845.
 - F. The cost for a mobile food vendor permit shall be two hundred fifty dollars (\$250.00) per mobile vending unit/ motorized vehicle per year, and one hundred dollars (\$100) per mobile vending cart per year. Permits shall be renewed annually from the date of issuance.
 - G. A permit sticker shall be issued and displayed on the mobile vending unit or mobile vending cart at all times. Replacement permits for an active license shall be provided for a twenty (\$20) dollar fee.
 - H. Permits are non-transferable and non-exclusive.
 - I. The city may revoke and terminate any permit in the event the vendor violates any term, condition, or provision of the permit, the City of Starkville Code of Ordinances and/or Unified Development Code, state and/or federal law, or if the business license issued by the City for the permitted activity is revoked. The vendor may terminate or surrender the permit at will any time prior to the expiration of the permit by providing written notice to the City Clerk.
 - J. All approved mobile food vendors must pay the three (3) percent sales tax required by all food providers in the City of Starkville, along with all other tax and licensing fees required by the State of Mississippi.
 - K. All mobile food vendors shall affirm, in writing, that the individual or organization will forever indemnify and hold harmless the City of Starkville and all of its agents, employees and representatives from and against all claims, damages, losses, suits and actions, including attorney's fees, arising or resulting from operation of a mobile vending unit or mobile vending cart.

(Ord. No. 2021-06, 12-21-21)

Sec 30-54 - Rules and regulations for all mobile vending units and mobile vending carts:

In addition to all other applicable laws pertaining to permits, all mobile food vendors operating pursuant to this division shall also be subject to the following provisions:

- A. All motorized mobile vending units shall be registered with a Department of Motor Vehicles. Any driver of a mobile vending unit/vehicle shall possess a valid Driver's License.
- B. It shall be unlawful for any mobile food vendor to operate a mobile vending unit or mobile vending cart that is in a defective, unsafe or unsanitary condition in violation of any applicable law or regulation.
- C. All mobile food vendors shall comply with all applicable parking, traffic and vehicle safety laws, regulations and restrictions. Mobile vending units may operate from metered locations in approved zones provided they pay the requisite fees and follow any time limitations associated with the location. Mobile vending carts are permitted only on sidewalks.
- D. Mobile vending units and mobile vending carts must not be locked or attached to trees, garbage receptacles, street furniture or any other fixture within the public right-of-way.
- E. No mobile vending unit may occupy more than two (2) parking spaces on a City street.
- F. No mobile food vendor shall operate within thirty (30) feet of any intersection and no part of the mobile food vending unit shall block visibility of adjacent intersections or on-street signage.

- G. No mobile food vendor shall operate within three (3) feet of any public or private driveway, wheelchair ramp or bicycle ramp.
- H. No mobile food vendor shall operate within twenty (20) feet of a bus stop.
- I. No mobile food vendor shall operate within ten (10) feet of a fire hydrant.
- J. No mobile vending unit or mobile vending cart shall operate within fifty (50) feet of the front door of a restaurant unless written permission is given by all restaurants affected.
- K. All mobile vending units and mobile vending carts must have self-contained utilities and shall not use the city's utilities or private utilities without express written permission from the City or the property owner.
- L. No mobile food vendor shall sell goods, wares or other items of merchandise other than victuals or marketing items related to the mobile food vendor.
- M. Mobile food vendors shall utilize accessory storage/coolers provided they are composed of hard plastic or metal. Storage containers made of paper, cardboard, or styrofoam are prohibited.
- N. Each mobile food vendor shall be allowed a maximum of one (1) sidewalk sign within ten (10) feet of the mobile vending unit or mobile vending cart. No mobile food vendor shall place any chairs, stools, tables or other fixtures, furniture or other obstructions on any portion of the Public Street, sidewalk, or right-of-way. Sidewalk signs shall meet the size and location requirements per the Unified Development Code.
- O. The mobile food vendor is responsible for the proper disposal of waste and trash associated with the operation. City trash receptacles are not to be used for this purpose. Vendors must provide their own trash receptacle on-site for patrons. Vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. The mobile food vendor must keep all areas within a fifty (50) foot radius of the mobile vending unit clean of grease, trash, paper, cups or cans associated with the mobile vending operation.
- P. No mobile food vendor shall dispose of liquid waste or grease in tree pits, storm drains, onto the sidewalks, streets, or other public spaces. Under no circumstances shall grease be released or disposed of into the City's sanitary sewer or stormwater system. All waste must be disposed of in accordance with all applicable local, state, and federal laws.
- Q. Mobile food vendors shall operate only Thursday - Saturday between the hours of 6:00 a.m. and 2:00 a.m., and on Sunday through Wednesday between the hours of 6:00 a.m. and 12 a.m. All external equipment and accessories must be removed and stored at the end of each day. No mobile vending unit shall be stored, parked or left overnight on City property.
- R. All generators associated with a mobile vending unit or mobile vending cart shall provide sound buffering for each generator. At no time shall any generator operate at sixty-five (65) decibels or above measured at twenty-five (25) feet from the generator.
- S. It shall be unlawful for any mobile food vendor to operate a mobile vending unit or mobile vending cart in any manner that impedes the flow of vehicular or pedestrian traffic on any public right-of-way.
- T. No mobile food vendor shall operate a mobile vending unit or mobile vending cart in any manner that impedes the ingress or egress of a building or structure during its operating hours.
- U. No audio amplification system may be used while stationary nor shall any permanent signage be installed as part of a mobile food vendor's operation.
- V. No mobile food vendor shall use any flashing or blinking lights or strobe lights; all exterior lights shall contain opaque hood shields to direct the illumination downward.
- W. No advertising shall be permitted on any mobile vending unit or mobile vending cart, except to post prices and to identify the name of the product or name of the lawful mobile food vendor.

(Ord. No. 2021-06, 12-21-21)

Sec 30-55 - Violations & Fines:

- A. All mobile food vendors must be in compliance with said ordinance. Failure to abide by said ordinance shall result in the following:
 - 1. A fine not exceeding \$150.00 for a first violation.
 - 2. A fine not exceeding \$250.00 for a second violation within one year of any prior violation.

- 3. A fine not exceeding \$500.00 for a third or more violation within one year of the first.
- B. Any offense shall be considered a misdemeanor and is subject to being cited by any authorized law enforcement official in the City of Starkville or with authority to do so in the City of Starkville.
- C. Violation of this article may result in the suspension or revocation of any city permit or license issued to the owner or operator of the mobile vending unit or mobile vending cart.
- D. Each day on which an infraction of the ordinance occurs shall be considered a separate and distinct violation. All fines collected shall go to the city's general fund.

(Ord. No. 2021-06, 12-21-21)

Proof of Publication of the Notices

AFFP

UDC - Notice - BOA - 2

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Wil Bane, being duly sworn, says:

That he is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

November 16, 2021, December 02, 2021

Two public hearings will be conducted by the City of Starkville Board of Aldermen to consider updates to the Unified Development Code and Chapter 30 of Code of Ordinances. The amendments to the Unified Development Code include but are not limited to: removing conflicting text, adding criteria for Administrative Appeals, changing the process for Administrative Appeals, adding use of RV Parks in C Zoning Districts, adding sound requirements for food trucks, allowing for monument signs in form-based districts, adding size options for yard signs in non-residential zones, adding Rental Housing Code, and updating definitions section. The sections affected by this update include but are not limited to: Sections 3, 13, 14, 17, and 18. The amendments to the Code of Ordinance include but are not limited to: Updating Article II Transient Vendors in Chapter 30 and adding Article III Mobile Food Vendor to Chapter 30.

There will be a total of two public hearings held by the Board of Aldermen. The Board of Aldermen will hold the first hearing on December 7, 2021 and the second hearing on December 21, 2021. Both hearings will be held at 5:30 pm in the courtroom on the 1st floor of City Hall at 110 West Main Street in Starkville, Mississippi.

At the hearings interested parties may appear and be heard with respect to the request. A digital version of the draft will be made available on the City's website www.cityofstarkville.org. A printed copy may be reviewed in the Community Development Department by the public at City Hall during normal business hours. For more information, please contact Daniel Havelin, City Planner or Odie Avery, Assistant City Planner.

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Publish
November 16, 2021
December 2, 2021

Subscribed to and sworn to me this 2nd day of December 2021.



Kimberley G. Jones, Business Manager, Oktibbeha County, Mississippi

My commission expires: September 30, 2023



00000131 00095369 662-323-4961

Lesia Hardin
City of Starkville (SDN)
110 West Main Street
Starkville, MS 39759

FIRST PUBLIC HEARING ON THE UPDATE OF THE SANITATION ORDINANCE AND CITY OF STARKVILLE CODE § CHAPTER 94 – SOLID WASTE.

Mayor Spruill, presented proposed updates to the Sanitation Ordinance to reflect current operations and allow for any operational changes in that the Ordinance had not been updated since 2010.

Mayor Spruill opened the Public Hearing.

Alvin Turner inquired as to anything that can't be put out for city pickup.

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

26. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of December 15, 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: Absent
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	\$ 530,194.70
Restricted Fire Fund	003	1,555.67
Airport Fund	015	61,187.44
Restricted Airport Fund	016	21,123.37
Sanitation	022	72,702.84
Computer Assessments	107	10,944.11
Industrial Park Bond	303	175,436.74
American Relief Fund	309	1,200.00
Park and Rec Tourism	375	49,230.75
Park Bond - 2020	380	262,138.98
Sub Total Before Utilities		\$ 1,185,714.60
Utilities Dept.	SED	1,555,546.01
Total Claims	Total	\$ 2,741,260.61

27. 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 Beatty, 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: Absent
Alderman Sandra Sistrunk	Voted: Absent
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.

28. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Rupp offered a motion to enter Executive Session for the purpose of the discussing the prospective purchase of land by the City of Starkville near the airport. Following a second by Alderman Vaughn, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Absent
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 discussing the prospective purchase of land by the City of Starkville near the airport. At this time, the Board entered Executive Session.

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

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

Alderman Ben Carver	Voted: Absent
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.

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

30. A MOTION APPROVING MUNICIPAL AIRPORT LAND SALE AND PURCHASE CONTRACT.

Upon the motion of Alderman Perkins, duly seconded by Alderman Vaughn, to move approval of the Option Contract for the Sale and Purchase of Real Estate relating to 24.7 +/- acres located south of the Starkville Municipal Airport runway for the purpose of preserving land for the airport runway expansion project and authorizing a title review and phase one environmental study to be conducted on the property. A copy of the contract is attached.

The Board voted as follows:

Alderman Ben Carver	Voted: Absent
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.

31. MOTION TO ADJOURN UNTIL JANUARY 4, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until January 4, 2022 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Absent
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 _____, 2022.

Attest:

D. LYNN SPRUILL, MAYOR

(SEAL)

LESA HARDIN, CITY CLERK

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

**OPTION CONTRACT FOR THE SALE
AND PURCHASE OF REAL ESTATE**

The undersigned Sellers hereby agrees to sell, and the undersigned Purchaser hereby agrees to purchase the hereinafter described property in accordance with the following terms and conditions:

1. **DESCRIPTION:** 24.7+/-ac located in the South Half of the Southeast Quarter of Section 17 and in the North Half of the Northeast Quarter of Section 20, All in Township 18 North, Range 14 East, Oktibbeha County, Mississippi as set forth and described on Exhibit "A" attached hereto.
2. **PRICE:** The total purchase price to be paid by Purchaser to Sellers shall be the sum of \$500,000.00 in cash or certified funds at closing.
3. **TAXES:** It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.
4. **TITLE:** At closing, Sellers shall execute and deliver to Purchaser a general Warranty Deed to the above described property
5. **CLOSING:** Closing shall occur within 15 business days following receipt by the City of Starkville of AIP funds allocated to cover the purchase price.
6. **DEPOSIT:** Purchaser shall deposit with Donald E. Miller the sum of \$500.00 as option money. If title is merchantable, the option money shall be credited to the sales price at closing. If the title is not merchantable or adequate funding is not received through AIP as set forth in Paragraph 9(b) the option money shall be refunded to Purchaser. In the event title is found to be merchantable with all contract contingencies met and the Purchaser fails to carry out and perform the terms of this agreement, the option money shall be retained by the Sellers as liquidated damages with this option contract then being cancelled.
7. **ENVIRONMENTAL WARRANTY:** Sellers warrants that it has not engaged in any activities on the subject property that could result in the imposition of an environmental levy or assessment. Purchaser, at Purchaser's expense, is granted a period not to exceed 45 days from the date of this contract to have any reasonable and necessary environmental tests conducted on the subject property. Closing of this transaction is contingent upon the absence of any negative findings from said tests provided that notice of said findings is provided to Seller in writing within 45 days from the date of this contract.

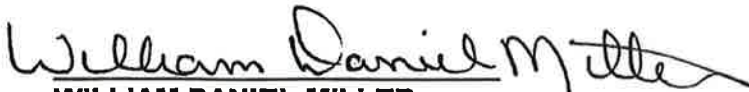
8. **ATTORNEY'S FEES:** If it becomes necessary for a non-defaulting party to employ an attorney to insure the performance of this contract, or to recover damages, then the defaulting party or parties agree to pay, as part of any judgement, all reasonable attorney's fees and court costs incurred by the non-defaulting party.
9. **SPECIAL PROVISIONS:** Purchaser shall pay all cost of closing.
- a. Purchaser shall pay all costs of closing.
 - b. Closing on this option contract shall be contingent upon the City of Starkville receiving adequate AIP funds sufficient to cover the purchase price of the subject property and construction of the proposed runway extension.

Executed in duplicate this the 30th of Nov., 2021, each copy to be deemed an original.

SELLERS:


DONALD E. MILLER


DONALD E. MILLER, JR.


WILLIAM DANIEL MILLER


ALAN F. MILLER

PURCHASER: City of Starkville,
Bryan Field Airport

BY: 

D. Lynn Spruill
Mayor - City of Starkville

MISS. HWY. NO. 25

PROPOSED RUNWAY PROTECTION ZONE

GEORGE M. BRYAN
PROPERTY BOUNDARY (TYP)

610.0'

24.7 AC.

1000.0'

200.0'

1000.0'

1700.0'

1,759.3'

612.0'

PROPOSED LAND
PURCHASE

1510.0'

1,757.2'

EXHIBIT
A
LEGAL