

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
December 6, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on December 6, 2022 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, 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. Alderwoman Sandra Sistrunk appeared telephonically.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

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

Alderman Rupp offered a motion, duly seconded by Alderman Carver, to approve the December 6, 2022 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, DECEMBER 6, 2022
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 1, 2022 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 15, 2022 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 22, 2022 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCE

TVA GREEN INVEST – JOSH WOOTEN

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 514 WEST MAIN STREET WITH PARCEL NUMBER 118O-00-233.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 104 WINDSOR RD WITH PARCEL NUMBER 118H-00-113.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 107 EAST GILLESPIE STREET WITH PARCEL NUMBER 102A-00-087.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

IX. MAYOR’S BUSINESS

A. CONSIDERATION OF APPOINTING CODY BURNETT TO THE GOLDEN TRIANGLE REGIONAL SOLID WASTE AUTHORITY FOR THE TERM ENDING DECEMBER 31, 2027.

B. CONSIDERATION OF AUTHORIZING TWO APPRAISALS OF THE PROPERTY THAT IS THE RIGHT OF WAY OF ADKERSON WAY FOR USE AS OUTDOOR PATIO SEATING FOR ADJACENT RESTAURANTS.

C. REQUEST AUTHORIZATION TO REJECT ALL BIDS FOR THE CONSTRUCTION OF MAIN STREET WATER AND SEWER REPLACEMENT AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS.

X. BOARD BUSINESS

- A. CONSIDERATION OF APPROVAL OF THE 2023 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE AND IF THE GOVERNOR OF THE STATE OF MISSISSIPPI DESIGNATES ADDITIONAL DAYS AS PAID HOLIDAYS BY PROCLAMATION, THE MAYOR MAY DESIGNATE SUCH ADDITIONAL DAYS AS PAID HOLIDAYS FOR ELIGIBLE EMPLOYEES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF AN ENCROACHMENT AGREEMENT TO ALLOW THE PLACEMENT OF A BALCONY WITHIN THE RIGHT-OF-WAY AT 109 EAST MAIN STREET.
2. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AN ENGINEERING SERVICES AGREEMENT WITH ATWELL & GENT, P.A. AT A COST OF \$9,200 FOR THE DESIGN, PLANNING AND EXECUTION OF ATHLETIC FIELD LIGHTING AND ASSOCIATED POWER SYSTEMS FOR THE J.L.KING FOOTBALL FIELD.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES AS OF NOVEMBER 28, 2022 FOR FISCAL YEAR ENDING 9/30/23, 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

1. REQUEST AUTHORIZATION FOR LT. TAURUS YOUNG AND SGT. TYLER DAVIS TO TRAVEL TO PENSACOLA, FL TO ATTEND THE 2023 FIRE CONFERENCE ON JANUARY 30 – FEBRUARY 3, 2023 AT A COST NOT TO EXCEED \$2,000.00 WITH ADVANCE HOTEL AND REGISTRATION.
2. REQUEST PERMISSION TO APPLY FOR A HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM. AWARDED BY U.S. DEPARTMENT OF TRANSPORTATION, PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN THE AMOUNT OF \$13,500, TO BE REIMBURSED WITH AN 80/20 MATCH FOR HANDHELD RADIOS, FACEMASKS, AND GAS DETECTORS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JOHN BAKER AS A PART -TIME CUSTODIAN IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JOSH KITCHENS AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE MORIAL BONNER AS A FULL TIME MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO PURCHASE SPLIT RAIL FENCING IN THE AMOUNT OF \$26,606.72 FROM LOWES HOME CENTER, THE LOWER OF TWO QUOTES.
2. CONSIDERATION TO PURCHASE TWO DEDICATION WALL PLAQUES FOR CORNERSTONE PARK IN THE AMOUNT OF \$6,530.00 FROM GENTRY SIGNS, THE LOWER OF TWO QUOTES.
3. CONSIDERATION TO PURCHASE 39 BIN BLOCKS FOR CORNERSTONE IN THE AMOUNT OF \$9,645 FROM CONCRETE BLOCK SUPPLY, THE HIGHER OF TWO QUOTES, BUT WHICH INCLUDES OFFLOADING OF THE BLOCKS.
4. CONSIDERATION TO DECLARE A STEEL SLIDE, MOUND GRADER, AERATOR, PITCHING MOUNDS, AND AN AIR COMPRESSOR SURPLUS AND SELL ON GOVDEALS.COM.
5. CONSIDERATION OF THE TRANSFER OF THREE (3) X-MART MOWERS TO THE SANITATION DEPARTMENT SERIAL NUMBERS 313610061, 313610062 & 400093173.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL FOR SURE RESTORE, LLC, TO REMOVE, CLEAN AND REPAIR MOLD AFFECTED AREAS THROUGHOUT THE POLICE DEPARTMENT AT A COST OF \$8,371.22, THE LOWER OF THREE QUOTES.
- b. REQUEST APPROVAL TO APPLY FOR THE 100% REIMBURSABLE FY24 402 POLICE TRAFFIC SERVICES GRANT FOR THE CONTINUATION PROJECT OF POLICE TRAFFIC SERVICES (SEATBELT, SPEEDING, AND CHILD RESTRAINT) ENFORCEMENT FOR APPROXIMATELY 680 HOURS IN OVERTIME ENFORCEMENT.
- c. REQUESTS PERMISSION TO APPLY THE 100% REIMBURSABLE FY24 405D ALCOHOL AND DRUG IMPAIRED DRIVING ENFORCEMENT GRANT FOR THE CONTINUATION PROJECT OF DUI ENFORCEMENT TO BE USED TO FUND 2 DUI

OFFICERS, AND APPROXIMATELY 600 HOURS IN OVERTIME FOR DUI ENFORCEMENT.

d. REQUEST APPROVAL TO PURCHASE A NEW 2022 FORD F150 SUPER CREW CAB V8 ENGINE TRUCK @ \$47,935.00 FROM MAC HAIK CDJR IN JACKSON, MS, THE LOWER QUOTE, AS A REPLACEMENT VEHICLE.

e. REQUEST APPROVAL FOR TRI-STARR MUFFLER AND BRAKE TO REPLACE TRANSMISSION IN A 2017 FORD EXPLORER VIN#7165 AT THE LOWEST ESTIMATE OF \$5,288.00.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO DECLARE THIRTY DUMPSTERS AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER ON GOVDEALS OR SELL DIRECTLY TO THE SCRAP DEALER.

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF THE TRANSFER OF A TAMP PLATE VALUED AT \$4,998.00 FROM THE WATER DEPARTMENT INVENTORY TO THE STREET DEPT TO BE USED IN REPAIRS CAUSED BY WATER REPAIRS.

2. REQUEST CONSIDERATION OF UPDATING THE WATER AND SEWER RATES FOR STARKVILLE UTILITIES EFFECTIVE JANUARY 1, 2023.

3. REQUEST AUTHORIZATION TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS (RFQ) FOR AN ENGINEERING FIRM TO PROVIDE SERVICES FOR THE WASTEWATER TREATMENT PLANT COMPREHENSIVE EVALUATION.

4. REQUEST AUTHORIZATION TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS (RFQ) FOR AN ENGINEERING FIRM TO PROVIDE SERVICES FOR THE WATER SYSTEM AND TREATMENT COMPREHENSIVE EVALUATION.

5. REQUEST AUTHORIZATION TO ADVERTISE FOR REQUESTS FOR QUALIFICATIONS (RFQ) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR THE HENDERSON ROAD/ SAND ROAD SEWER PROJECT.

6. REQUEST AUTHORIZATION TO DECLARE THE UTILITIES DEPARTMENT COPY MACHINE (SN JPCCD300LR) AS SURPLUS AND LIST ON GOVDEALS IF NOT TRANSFERRED TO ANOTHER DEPARTMENT.

7. ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19 FROM TRANSARMOUR TO REBUILD FIVE TRANSFORMERS IN THE AMOUNT OF \$13,750.00.

8. ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19, FROM TRANSARMOUR TO REBUILD ONE TRANSFORMER IN THE AMOUNT OF \$10,700.

9. REQUEST AUTHORIZATION TO APPROVE TRAUNCHE AMENDMENT #2 AS A SUPPLEMENT TO THE GREEN INVEST AGREEMENT, CONTRACT NO. TV-48326A WITH TVA.

10. REQUEST EMERGENCY AUTHORIZATION TO APPROVE COST FOR A SEWER REPAIR ON COLE STREET FROM MICHAEL BOX CONSTRUCTION IN THE AMOUNT OF \$5,598.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL DECEMBER 20, 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, Stein McMullen, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 35:

2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 1, 2022 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the November 1, 2022 regular meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 15, 2022 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the November 15, 2022 Recess Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 22, 2022 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the November 22, 2022 Special Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF APPOINTING CODY BURNETT TO THE GOLDEN TRIANGLE REGIONAL SOLID WASTE AUTHORITY FOR THE TERM ENDING DECEMBER 31, 2027.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the appointment of Cody Barnett to the Golden Triangle Regional Solid Waste Authority for the term ending December 31, 2027” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF AUTHORIZING TWO APPRAISALS OF THE PROPERTY THAT IS THE RIGHT OF WAY OF ADKERSON WAY FOR USE AS OUTDOOR PATIO SEATING FOR ADJACENT RESTAURANTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval of authorizing two appraisals for the area located adjacent to Adkerson Way for the purpose of leasing it to adjacent landowners for use as an outdoor patio area” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPROVAL OF THE 2023 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE AND IF THE GOVERNOR OF THE STATE OF MISSISSIPPI DESIGNATES ADDITIONAL DAYS AS PAID HOLIDAYS BY PROCLAMATION, THE MAYOR MAY DESIGNATE SUCH ADDITIONAL DAYS AS PAID HOLIDAYS FOR ELIGIBLE EMPLOYEES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the 2023 Holiday Schedule for the City of Starkville and if the Governor of the State of Mississippi designates additional days as paid holidays by proclamation, the Mayor may designate such additional days as paid holidays for eligible employees” is enumerated, this consent item is thereby approved.

	2023 Holiday Schedule	Paid Holiday
New Year’s Day	1st of January	Monday, January 02, 2023
Martin Luther King Jr.	3rd Monday in January	Monday, January 16, 2023
President’s Day	3rd Monday in February	Monday, February 20, 2023
Good Friday	Friday before Easter	Friday, April 07, 2023
Memorial Day	Last Monday in May	Monday, May 29, 2023
Independence Day	4th of July	Tuesday, July 4, 2023
Labor Day	1st Monday in September	Monday, September 4, 2023
Veterans Day	11 th of November	Friday, November 10, 2023
Thanksgiving Holiday	Thanksgiving Day	Thursday, November 23, 2023
Christmas Holiday	Christmas Day	Monday, Dec 25, 2023

8. CONSIDERATION OF AN ENCROACHMENT AGREEMENT TO ALLOW THE PLACEMENT OF A BALCONY WITHIN THE RIGHT-OF-WAY AT 109 EAST MAIN STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval of an Encroachment Agreement to allow the placement of a balcony within the right-of-way at 109 East Main Street” is enumerated, this consent item is thereby approved. The agreement follows this page.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 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.

STREET RIGHT OF WAY ENCROACHMENT AGREEMENT

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

WITNESSETH:

WHEREAS, the **DEVELOPER** desires to construct and install a balcony to the front of the building on property located in the City of Starkville, County of Oktibbeha, State of Mississippi, more specifically described as being located on 109 East Main Street.

WHEREAS, the **DEVELOPER** and **CITY**, are aware that the new installation is constructed on the right of way in an area approximately two hundred (200) square feet in size; as reflected on the attached Exhibit "A" and made part of this agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

This Agreement was given approval by the Mayor and Board of Aldermen at a meeting held on December 6th, 2022.

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

DEVELOPER:

John Montgomery

CITY OF STARKVILLE, MISSISSIPPI:

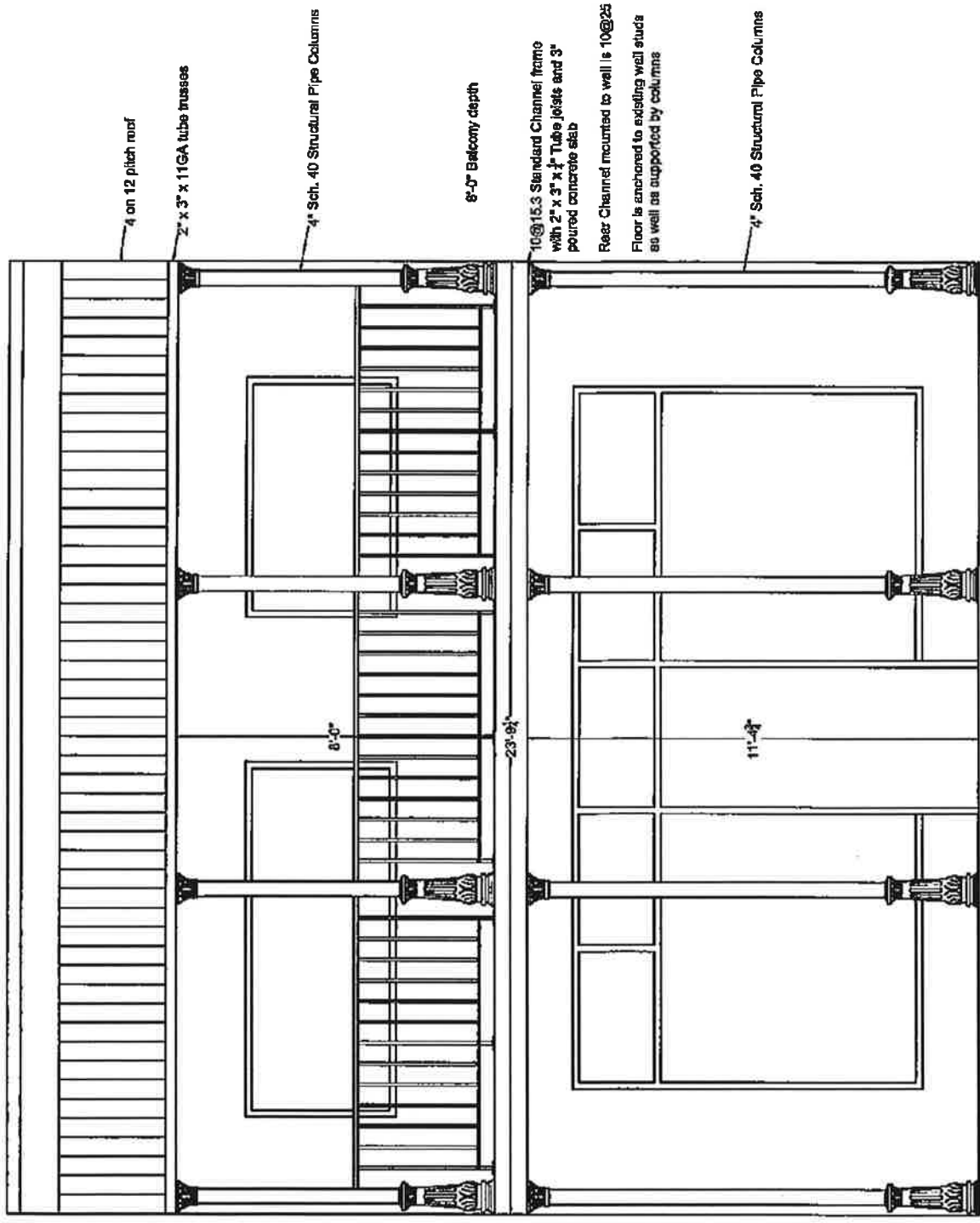


Lesa Hardin, City Clerk



Lynn Spruill, Mayor





MANUFACTURING COMPANY		ORMANS WELDING & FABRICATION	
DESCRIPTION		MONTGOMERY LAW OFFICE	
DRAWN BY	DATE	23 NOVEMBER 2021	
W. PINKERTON	SCALE	VERSION	

10. CONSIDERATION OF AN ENGINEERING SERVICES AGREEMENT WITH ATWELL & GENT, P.A. AT A COST OF \$9,200 FOR THE DESIGN, PLANNING AND EXECUTION OF ATHLETIC FIELD LIGHTING AND ASSOCIATED POWER SYSTEMS FOR THE J.L. KING FOOTBALL FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval of an engineering services agreement with Atwell & Gent, P.A. at a cost of \$9,200 for the design, planning and execution of athletic field lighting and associated power systems for the J L King Park Football Field Lighting” is enumerated, this consent item is thereby approved. The agreement follows this page.

11. CONSIDERATION FOR LT. TAURUS YOUNG AND SGT. TYLER DAVIS TO TRAVEL TO PENSACOLA, FL TO ATTEND THE 2023 FIRE CONFERENCE ON JANUARY 30 – FEBRUARY 3, 2023 AT A COST NOT TO EXCEED \$2,000.00 WITH ADVANCE HOTEL AND REGISTRATION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Lt. Taurus Young and Sgt. Tyler Davis to travel to Pensacola, FL to attend 2023 The Fire Conference on January 30 – February 3, 2034 at a cost not to exceed \$2,000.00 with advance hotel and registration” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO APPLY FOR A HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM TO BE AWARDED BY U.S. DEPARTMENT OF TRANSPORTATION, PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN THE AMOUNT OF \$13,500, TO BE REIMBURSED WITH AN 80/20 MATCH FOR HANDHELD RADIOS, FACEMASKS, AND GAS DETECTORS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to apply for a Hazardous Materials Emergency Preparedness Grant Program to be awarded by U.S. Department Of Transportation, Pipeline and Hazardous Materials Safety Administration in the amount of \$13,500, to be reimbursed with an 80/20 match for handheld radios, facemasks, and gas detectors” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE JOHN BAKER AS A PART -TIME CUSTODIAN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire John Baker as a part -time Custodian in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE JOSH KITCHENS AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Josh Kitchens as a Certified Police Officer” is enumerated, this consent item is thereby approved.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the **CITY OF STARKVILLE**, Starkville, Mississippi, hereinafter designated as the OWNER, and **ATWELL & GENT, P.A.**, Starkville, Mississippi, hereinafter designated as the ENGINEER.

WHEREAS: The OWNER contemplates construction of athletic field lighting and associated power systems for the J.L. King Football Field, hereinafter designated as the "FACILITIES," using existing concrete poles salvaged from McKee Park, and either existing lighting fixtures salvaged from McKee Park, or alternatively, new LED lighting fixtures, in Oktibbeha County in the State of Mississippi, and

WHEREAS: The OWNER requires the ENGINEER to provide engineering services associated required to construct improvements to the FACILITIES, and

WHEREAS: Certain engineering services are required in the investigation, planning and execution of said improvements to the FACILITIES, and

WHEREAS: The OWNER does hereby employ the ENGINEER to furnish the aforesaid engineering services,

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1 ENGINEERING & CONSULTING SERVICES

The ENGINEER AGREES, in consideration of payments to be made by the OWNER, as hereinafter set out, to render diligently and competently the engineering and consulting services described as follows:

ITEM ONE: DESIGN PHASE

Prepare drawings, specifications, and Contract Documents for the purpose of awarding a single contract for the furnishing of labor, materials, and equipment necessary for the construction of improvements to the FACILITIES.

The ENGINEER shall prepare and furnish to the OWNER cost estimates of all work included in the OWNER's completed plans, specifications, and contract documents.

ITEM TWO: BID PHASE

The ENGINEER will provide the OWNER one (1) set of reproducible plans and specifications for the purpose of awarding a single contract for the furnishing of labor, materials and equipment necessary for the construction of improvements to the FACILITIES.

The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the bid phase.

ITEM THREE: CONSTRUCTION PHASE

The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the construction period and shall:

1. Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other items for compliance with the information given on Plans and Specifications prepared by ENGINEER.

2. Make periodic inspections of all work by the contractor and make reports to the OWNER of the ENGINEER's findings.
3. Based upon his review of the CONTRACTOR's applications for payment and supporting data, determine the amounts owing to the CONTRACTOR and approve in writing payment to the CONTRACTOR in such amounts.
4. Be available to the OWNER for interpretation of Plans and Specifications prepared by the ENGINEER, and recommend construction Change Orders as they are required for the proper execution of the Work.
5. Conduct, in company with the OWNER, a final inspection of the Project for compliance with the information given in the Contract Documents, and approve, in writing, final payment to the CONTRACTOR.
6. The ENGINEER shall not be responsible for the methods and means employed by the CONTRACTOR in the performance of the construction work. Further, the ENGINEER shall not be responsible for the safety of the workmen and others who might be injured during the course of the construction work by the CONTRACTOR, or for property that may be damaged.

ITEM FOUR: ADDITIONAL SERVICES

When authorized in writing by the OWNER, the ENGINEER shall furnish or obtain from others additional services not otherwise specifically provided for in ITEMS ONE, TWO and THREE of SERVICES. These services shall include but not be limited to the following:

1. Prepare changes in design or perform other services resulting from substantial changes being made in the general scope of the project.
2. Prepare revisions of design documents, plans, or specifications that have been previously approved by the OWNER.
3. Prepare for and give testimony as an expert witness or make any other appearance on behalf of the OWNER before governmental, quasi-governmental, or civic bodies in connection with proceedings involving the project.
4. Provide additional or extended services during construction caused by fire, storm, work stoppages, or other prolongation of the contract time, or the OWNER's default due to delinquency or insolvency.

ARTICLE 2 OWNER'S RESPONSIBILITY

THE OWNER agrees, in consideration of the services to be performed by the ENGINEER, as hereinbefore set out to:

1. Furnish to the ENGINEER copies of all records, reports, design plans, and other information in its possession that may be required by the ENGINEER in the investigations and designs hereinbefore described.
2. Pay the costs of any legal advertisements which may be necessary in advertising the project for bids.
3. Ensure that other project(s) planned to remove existing concrete poles and field lighting fixtures from McKee Park are coordinated and completed prior to commencement of this project.

ARTICLE 3 PAYMENTS

IN PAYMENT for the services hereinbefore described under ARTICLE 1, ENGINEER's SERVICES, the OWNER agrees to pay and does allow the ENGINEER the following amounts:

ITEM ONE: DESIGN PHASE

The sum of FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$4,700.00).

The fee shall be due and payable upon delivery to the OWNER of all Contract Documents necessary for taking bids for construction of FACILITIES.

ITEM TWO: BID PHASE

The sum of FIVE HUNDRED DOLLARS (\$500.00).

The fee shall be payable upon delivery to the OWNER of a tabulation of the bids received for construction of FACILITIES.

ITEM THREE: CONSTRUCTION PHASE

The sum of FOUR THOUSAND DOLLARS (\$4,000.00).

The fee shall be payable from time to time as construction progresses and in direct proportion to the percentage of the work completed by the contractor. No more than 95% of the fee will be payable to the ENGINEER until all closeout documents have been delivered to the OWNER and a Certificate of Final Acceptance has been issued by the OWNER.

ITEM FOUR: ADDITIONAL SERVICES

The OWNER shall reimburse the ENGINEER on an hourly basis for each hour that any employee of the ENGINEER for hours spent on Additional Services as defined in ARTICLE 1 of this Contract, plus travel and out-of-pocket expenses as defined below:

1.0 Hourly Rates

Firm Principal	\$150.00
Sr. Engineer	\$140.00
Engineer I	\$120.00
Engineer II	\$105.00
Engineering Technician	\$100.00
CAD Technician	\$75.00
Senior Engineering Intern	\$50.00
Junior Engineering Intern	\$35.00

2.0 Subcontract Work

Subcontract costs for work performed by another firm if required, will be billed at cost.

3.0 Billing

Charges are computed based on the above rates using only hours spent directly on this project. The rates are complete and include all charges. The ENGINEER will submit an invoice to the OWNER each month for all compensation due for services performed hereunder for the preceding month. OWNER shall inspect and make payment within forty-five (45) days of its approval of the invoice or otherwise in accordance with the Timely Payment of Purchases by Public Bodies [Section 31-7-301, et sequential, Mississippi Code of 1972].

ARTICLE 4 CONSTRUCTION BUDGET

OWNER's construction budget for this project is \$120,000.00.

ARTICLE 5 ARBITRATION

All claims, disputes, and other matters in question, arising out of, or relating to, this agreement or the breach of this agreement shall be decided by arbitration in accordance with Sections 11-15-101, et sequential, Mississippi Code of 1972. The arbitration shall be conducted as provided by said Sections 11-15-101, et sequential, and this agreement to arbitrate shall be specifically enforceable as provided therein.

ARTICLE 6 SUCCESSORS AND ASSIGNS

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties, but not including third-party beneficiaries not specifically named within this agreement.

ARTICLE 7 ASSIGNMENT

Except as provided above, neither party shall assign nor transfer any interest in this agreement without the prior, express, and written consent of the other.

ARTICLE 8 NO PERSONAL LIABILITY

Nothing in this agreement shall create on behalf of the ENGINEER any supervisory responsibility for the installation and implementation of any facilities to be constructed and services therein. Any work done regarding construction of facilities and services therein, whether by OWNER or by independent contractors, is not under the authority or the supervision of the ENGINEER, its officers and/or agents. The ENGINEER's duties are limited to those as outlined in this agreement. Nothing in this agreement shall be construed as giving any rights or benefits under this agreement to anyone other than the named parties.

ARTICLE 9 NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE 10 GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Mississippi.

ARTICLE 11 SEVERABILITY

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

ARTICLE 12 ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement in writing.

ARTICLE 13 MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

ARTICLE 14 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this agreement where the cause of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

ARTICLE 15 NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth within this agreement.

ARTICLE 4 - GENERAL CONSIDERATIONS

The ENGINEER's estimate of costs is the opinion of the ENGINEER of the probable construction cost on the date the estimate and is supplied as a guide only. Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the ENGINEER does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the OWNER.

The ENGINEER shall carry Professional Liability Insurance with limits of liability of \$2,000,000.00 for the duration of this Agreement. ENGINEER shall provide OWNER with a Certificate of Insurance indicating that the insurance is in effect. ENGINEER shall notify OWNER thirty (30) days prior to cancellation of this insurance.

The ENGINEER will perform engineering services in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

The ENGINEER does not guarantee the performance or safety of materials and equipment provided by any construction contractors or materialmen.

This Agreement may be terminated by either party upon seven 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 ENGINEER 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.

The Agreement may be terminated by either party upon seven 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 event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

If the project is suspended for more than six months or abandoned in whole or in part, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with reimbursable expenses then due, as described in ARTICLE 3, PAYMENTS.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this **7th day of November, 2022.**

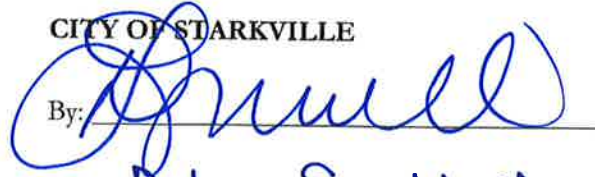
OWNER

WITNESS

CITY OF STARKVILLE

Lesa Hardin

By:



Title: D. Lynn Spruill, Mayor

ENGINEER

WITNESS:

ATWELL AND GENT, P.A.



By:



Title: President

15. CONSIDERATION TO HIRE MORIAL BONNER AS A FULL TIME MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Morial Bonner as a Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

16. APPROVAL TO PURCHASE SPLIT RAIL FENCING IN THE AMOUNT OF \$26,606.72 FROM LOWES HOME CENTER, THE LOWER OF TWO QUOTES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase split rail fencing materials in the amount of \$26,606.72 from Lowes Home Center, the lower of two quotes” is enumerated, this consent item is thereby approved.

Two quotes: Lowes Home Center, LLC - \$26,606.72 and Columbus Fence Company, LLC - \$39,712.95.

17. CONSIDERATION TO PURCHASE TWO DEDICATION WALL PLAQUES FOR CORNERSTONE PARK IN THE AMOUNT OF \$6,530.00 FROM GENTRY SIGNS, THE LOWER OF TWO QUOTES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase memorial wall plaques for Cornerstone Park in the amount of \$6,530.00 from Gentry Signs, the lower of two quotes” is enumerated, this consent item is thereby approved.

Two quotes: Gentry Signs - \$6,530.00 and Impact Signs - \$8,384.00

18. CONSIDERATION TO PURCHASE 39 BIN BLOCKS FOR CORNERSTONE IN THE AMOUNT OF \$9,645 FROM CONCRETE BLOCK SUPPLY, THE HIGHER OF TWO QUOTES, BUT WHICH INCLUDES OFFLOADING OF THE BLOCKS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase 39 Bin Blocks for Cornerstone from Concrete Block Supply in the amount of \$9,645.00, the higher of two quotes, but which includes offloading of the blocks” is enumerated, this consent item is thereby approved.

Two quotes: Concrete Block Supply - \$9,645.00 and Macon Septic Systems, Inc. - \$7,050.00

19. CONSIDERATION TO DECLARE A STEEL SLIDE, MOUND GRADER, AERATOR, PITCHING MOUNDS, AND AN AIR COMPRESSOR SURPLUS AND SELL ON GOVDEALS.COM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to declare a steel slide, mound grader, aerator, pitching mounds, and an air compressor surplus and sell on govdeals.com” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF THE TRANSFER OF THREE (3) X-MART MOWERS TO THE SANITATION DEPARTMENT SERIAL NUMBERS 313610061, 313610062 & 400093173.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the transfer of three (3) X-Mart Mowers to the Sanitation Department serial numbers 313610061, 313610062 & 400093173” is enumerated, this consent item is thereby approved.

21. CONSIDERATION FOR SURE RESTORE, LLC, TO REMOVE, CLEAN AND REPAIR MOLD AFFECTED AREAS THROUGHOUT THE POLICE DEPARTMENT AT A COST OF \$8,371.22, THE LOWER OF THREE QUOTES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval for Sure Restore, LLC to remove, clean and repair mold affected areas throughout the police department at a cost of \$8,371.22, the lower of 3 quotes” is enumerated, this consent item is thereby approved.

Three quotes: Sure Restore, LLC - \$8,371.22, ServiceMaster - \$8,487.92 and Paul Davis - \$16,526.08

22. CONSIDERATION TO APPLY FOR THE 100% REIMBURSABLE FY24 402 POLICE TRAFFIC SERVICES GRANT FOR THE CONTINUATION PROJECT OF POLICE TRAFFIC SERVICES (SEATBELT, SPEEDING, AND CHILD RESTRAINT) ENFORCEMENT FOR APPROXIMATELY 680 HOURS IN OVERTIME ENFORCEMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to apply for, and accept if awarded, the 100% reimbursable FY24 402 Police Traffic Services Grant for the continuation project of police traffic services (seatbelt, speeding and child restraint) enforcement for approximately 680 hours of overtime enforcement” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO APPLY THE 100% REIMBURSABLE FY24 405D ALCOHOL AND DRUG IMPAIRED DRIVING ENFORCEMENT GRANT FOR THE CONTINUATION PROJECT OF DUI ENFORCEMENT TO BE USED TO FUND 2 DUI OFFICERS, AND APPROXIMATELY 600 HOURS IN OVERTIME FOR DUI ENFORCEMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to apply for, and accept if awarded, the 100% reimbursable FY24 405 D Alcohol and Drug Impaired Driving Enforcement Grant for the continuation project of DUI enforcement to be used to fund 2 DUI officers, and approximately 600 hours in overtime for DUI enforcement” is enumerated, this consent item is thereby approved.

24. CONSIDERATION TO PURCHASE A NEW 2022 FORD F150 SUPER CREW CAB V8 ENGINE TRUCK @ \$47,935.00 FROM MAC HAIK CDJR IN JACKSON, MS, THE LOWER QUOTE, AS A REPLACEMENT VEHICLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase a new 2022 Ford F150 super crew cab V8 engine truck at the lower quote of \$47,935.00 from Mac Haik CDJR in Jackson, MS as a replacement vehicle” is enumerated, this consent item is thereby approved.

Three quotes: Mac Haik CDJR - \$47,935.00, Cannon Motors of MS - \$52,389.50, Barnes - \$55,052.25

25. CONSIDERATION FOR TRI-STARR MUFFLER AND BRAKE TO REPLACE TRANSMISSION IN A 2017 FORD EXPLORER VIN#7165 AT THE LOWEST ESTIMATE OF \$5,288.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval for Tri-Starr Muffler and Brake to replace transmission in a 2017 Ford Explorer VIN#7165 at the lowest estimate of \$5,288.00” is enumerated, this consent item is thereby approved.

Two quotes: Tri-Starr - \$5,288.00 and Cannon Motors of MS - \$7,222.53

26. CONSIDERATION TO DECLARE THIRTY DUMPSTERS AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER ON GOVDEALS OR SELL DIRECTLY TO THE SCRAP DEALER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to declare thirty dumpsters as surplus property, advertise for sale, and sell to the highest bidder or sell directly to the scrap dealer” is enumerated, this consent item is thereby approved.

27. CONSIDERATION OF THE TRANSFER OF A TAMP PLATE VALUED AT \$4,998.00 FROM THE WATER DEPARTMENT INVENTORY TO THE STREET DEPT TO BE USED IN REPAIRS CAUSED BY WATER REPAIRS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the transfer of a tamp plate valued at \$4,998.00 from the Water Department Inventory to the Street Inventory” is enumerated, this consent item is thereby approved.

28. CONSIDERATION TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS (RFQ) FOR AN ENGINEERING FIRM TO PROVIDE SERVICES FOR THE WASTEWATER TREATMENT PLANT COMPREHENSIVE EVALUATION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Request for Qualifications (RFQ) for an engineering firm to provide services for the Wastewater Treatment Plant Comprehensive Evaluation” is enumerated, this consent item is thereby approved.

29. CONSIDERATION TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS (RFQ) FOR AN ENGINEERING FIRM TO PROVIDE SERVICES FOR THE WATER SYSTEM AND TREATMENT COMPREHENSIVE EVALUATION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Request for Qualifications (RFQ) for an engineering firm to provide services for the Water System and Treatment Comprehensive Evaluation” is enumerated, this consent item is thereby approved.

30. CONSIDERATION TO ADVERTISE FOR REQUESTS FOR QUALIFICATIONS (RFQ) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR THE HENDERSON ROAD/ SAND ROAD SEWER PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Requests for Qualifications (RFQ) for Community Development Block Grant (CDBG) for the Henderson Road/ Sand Road sewer project” is enumerated, this consent item is thereby approved.

31. CONSIDERATION TO DECLARE THE UTILITIES DEPARTMENT COPY MACHINE (SN JPCCD300LR) AS SURPLUS AND LIST ON GOVDEALS IF NOT TRANSFERRED TO ANOTHER DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval declare the Utilities Department copy machine (SN JPCCD300LR) as surplus and list on GovDeals if not transferred to another department” is enumerated, this consent item is thereby approved.

32. CONSIDERATION TO ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19 FROM TRANSARMOUR TO REBUILD FIVE TRANSFORMERS IN THE AMOUNT OF \$13,750.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval of emergency authorization consistent with Presidential Determination No. 2022-19 from TransArmour to rebuild five transformers in the amount of \$13,750.00” is enumerated, this consent item is thereby approved.

33. CONSIDERATION TO ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19, FROM TRANSARMOUR TO REBUILD ONE TRANSFORMER IN THE AMOUNT OF \$10,700.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval of emergency authorization consistent with Presidential Determination No. 2022-19, from TransArmour to rebuild one transformer in the amount of \$10,700” is enumerated, this consent item is thereby approved.

34. CONSIDERATION TO APPROVE TRANCHE AMENDMENT #2 AS A SUPPLEMENT TO THE GREEN INVEST AGREEMENT, CONTRACT NO. TV-48326A WITH TVA.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Tranche Amendment #2 as a supplement to the Green Invest Agreement, Contract No. TV-48326A with TVA” is enumerated, this consent item is thereby approved. The agreement follows this page.

35. CONSIDERATION TO REQUEST EMERGENCY AUTHORIZATION TO APPROVE COST FOR A SEWER REPAIR ON COLE STREET FROM MICHAEL BOX CONSTRUCTION IN THE AMOUNT OF \$5,598.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the December 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval of emergency authorization to approve cost for a sewer repair on Cole Street from Michael Box Construction in the amount of \$5,598.00 as a result of a sewer line failure resulting in sewage backup into residential homes on Cole Street” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill welcomed the Egg Bowl trophy back home to Starkville and MSU. She showed drone footage of the new Cornerstone Park and noted the anticipated park opening to be March 1, 2023. She highlighted the Starkville High School Yellowjackets recently claimed State 6A Championship.

The Mayor then introduced Dustin Evans, Environmental Services driver, and new firefighters: Nicholas Evans, Hayden Pierce, Shane Russell, Khamal Williams and Colton Birmingham.

Mayor Spruill then noted it will be a MSU home game basketball weekend.

TRANCHE AMENDMENT # 2

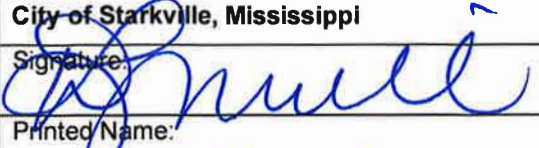
TV-48326A, Supp. No. ____

This Green Invest Agreement Tranche Amendment ("**Amendment**") is between the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**"), and TENNESSEE VALLEY AUTHORITY ("**TVA**"), and is subject to the provisions of the Green Invest Agreement, Contract No. TV-48326A, Supp. No. 95, as amended ("**Agreement**"). This Amendment is effective as set out in Conditions Precedent below.

Applicable Renewable Energy Facility	Distributor will purchase from TVA the <u>Product</u> derived from new renewable generation on an as-generated basis contingent on the availability of the new renewable generation resource at MS Solar 5 Solar Project, accounting for 3.15% of that facility's total renewable generation, being obtained by TVA under a power purchase agreement, Contract Number 5921777 ("PPA"). Contract Output (MWac): 200 MW (of which 3.15% is 6.3 MWac) Coordinate Location: Latitude: 33.458 and Longitude: -88.628 Expected Delivery Point: TVA's 161-kV Artesia Substation or alternative point as determined through the interconnection process Expected Initial Delivery Date: June 30, 2024 Delivery Period (years): 20
Term	The term of this Amendment runs through the expiration of the term of the PPA or the earlier termination thereof.
Product Price	The <u>Product</u> price for generation from the applicable <u>Renewable Energy Facility</u> is \$3.23 per REC.
Additional Incentives Benefit	On August 16, 2022 the Inflation Reduction Act of 2022 (the "IRA") was signed into law. In the event of a per/MWh price reduction under the PPA due to a provision requiring the PPA seller to share IRA benefits with TVA, the <u>Product</u> price will be reduced as follows: $PR = PPAPR \times 50\%$ Where: $PR = \text{Product price reduction (rounded to the nearest cent)}$ $PPAPR = \text{reduction in the Contract Price, as set forth in an amendment to the PPA that documents the sharing of IRA benefits.}$ If the IRA benefits sharing received by TVA under the PPA is in the form of a lump sum payment and not a reduction in the Contract Price, TVA will promptly pay to Distributor 50% of such lump sum payment.
Renewable Energy Facility Underperformance	TVA will pay Distributor 10.15% of its proportionate share of the total damages owed and received by TVA from the PPA, specifically Section 3.3, "Failure to Meet the Expected Initial Delivery Date," and Article 8, "Supply Guarantee; Disconnection or Curtailment;" provided that, pursuant to Section 5.4 of the Agreement, Distributor shall have the right to receive replacement RECs in the event they are received by TVA under the PPA. In the event of early termination pursuant to Article 9, "Early Termination; Remedies" under the PPA, the percentage and allocation of damages paid to Distributor will be as set out in Section 5.4 of the Agreement.

Early Termination	Section 7.2 of the Agreement will establish the early termination amount.
Conditions Precedent	This Amendment will become effective on the date TVA grants the Notice to Proceed of the underlying <u>Renewable Energy Facility</u> of the PPA; in the event that the PPA is not executed within 30 days of the execution of this Amendment, this Amendment will not become effective.
Transparency of Distributor Renewable Commitments	By signing this Amendment, Distributor represents and warrants that the costs and benefits associated with this Amendment were discussed at a public meeting open to Distributor's electric system ratepayers and that such ratepayers were provided with a Distributor contact to address any inquiries regarding the effects of this arrangement.
General Terms and Conditions	<u>Ratification of the Agreement</u>. The Agreement as amended by this Amendment, is ratified and confirmed as the continuing obligation of the parties. <u>Defined Terms</u>. Capitalized and underlined terms not otherwise defined in this Amendment have the same meaning as in the Agreement. <u>Conflicts</u>. In the event of any conflict between this Amendment and the Agreement, this Amendment controls. <u>Assignment</u>. This Amendment will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Amendment, in whole or in part, without the other party's prior written consent. <u>Amendment</u>. This Amendment may be amended only by a written agreement signed by both parties. <u>Counterparts</u>. This Amendment may be executed in multiple counterparts, each of which will be considered an original and all of which together will be considered to be but one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.
Performance Assurance	<u>Performance Assurance</u> . This Amendment will be bound and governed by Section 6 of the Agreement.
Previous Agreement:	Contract No. TV48326A, Supp. No. 96 is terminated and replaced by this Amendment.

By signing below, the parties agree to be bound by the terms and conditions contained in this Amendment and the Agreement.

City of Starkville, Mississippi	
Signature: 	Title: Mayor
Printed Name: D. Lynn Spruill	Date: 12.6.2022

Tennessee Valley Authority	
Signature:	Title:
Printed Name:	Date:

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked everyone that helped with the recent Christmas parade and noted there seemed to be more participation and attendance than past years.

Alderman Brooks announced that an airport grant had been received by the Starkville Airport in the amount of 3.2 million to begin construction of a new terminal.

Alderman Vaughn congratulated the Starkville High School football team players, coaches and staff on the winning of the State Championship.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked everyone for a safe Thanksgiving holiday and hoped everyone has a safe Christmas season also. He also inquired as to the timing of the receipt of utility bills and due dates.

PUBLIC APPEARANCES:

TVA GREEN INVEST – JOSH WOOTEN

Josh Wooten and Edward Kemp spoke on the Tranche agreement. The Green Invest program will provide sustainable energy efficiency for many years.

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 514 WEST MAIN STREET WITH PARCEL NUMBER 118O-00-233.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

Code Enforcement Officer Sarah Perez presented the findings and recommendations concerning 514 West Main Street. Initial inspection of 514 West Main Street Starkville, MS 39759 with the parcel number (118O-00-233.00) was performed on Monday, October 3, 2022 and re-inspection on Tuesday October 25, 2022 by Code Enforcement Officers Sarah Perez and Alexandra Nash. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the subject property and City Hall Wednesday, 11/3/2022. Notification letters of the public hearing were sent Wednesday, 11/3/2022 to the property tax payer/owner Lula Bell Hines 1720 Goldenrod Turn Dekalb, IL 60115 and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Clerk's Office.

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

Section 16. ENVIRONMENTAL

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

16.1.1. General Nuisance. Nuisance shall include but not be limited to:

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

16.1.2. Nuisance Prohibited. It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3. Nuisance Violation. Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

16.1.4. Penalty for Nuisance Violation. Any person violating any provision of this ordinance shall upon a guilty plea or conviction be guilty of a misdemeanor and shall be fined in accordance with the penalty fee section or an amount as otherwise determined by the court, for each offense.

16.1.5. Abatement by the City. Upon the failure of the person upon whom an order of abatement has been issued by the court to abate the nuisance, the Code Enforcement Officer shall proceed to abate such nuisance and shall keep records of costs incurred to the City to correct the nuisance. Any and all costs incurred by the City in the abatement of a nuisance under the provisions of this article shall constitute a lien against the property upon which such nuisance existed, which lien shall be filed, proven, and collected as provided for by law. Such lien shall be noticed to all persons from the time of its recording, and shall bear interest at the legal rate thereafter until satisfied.



Property Link

OKTIBBEHA COUNTY, MS

Current Date 10/3/2022

Tax Year 2021

Records Last Updated 9/30/2022

PROPERTY DETAIL		
OWNER	HINES LULA BELL	ACRES : **NA**
	C/O LULA V HUNT	LAND VALUE : 7000
	1720 GOLDENROD TURN	IMPROVEMENTS : 10580
	DEKALB IL 60115	TOTAL VALUE: 17580
		ASSESSED : 2637

PARCEL 1180-00-233.00

ADDRESS **NA**

TAX INFORMATION			
YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	145.17	145.17	0.00
CITY	79.45	79.45	0.00
SCHOOL	174.46	174.46	0.00
PENALTY & OTHER	7.98	7.98	0.00
TOTAL	407.06	407.06	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 6/1/2022

MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL LOT 4 & 5' OFF W/S LOT 3 REX S
HOMESTEAD CODE None	T
TAX DISTRICT 5110	SUB
PPIN 005817	MAP 1180 DB/PG 421/431
SECTION 34	
TOWNSHIP 19N	
RANGE 14E	

Book Page

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2015	WALDROP DUDLEY J	10/7/2016 HUNT LULA V
2014	MONTGOMERY GRADY	10/7/2016 HUNT LULA V

[Back](#)

**City of Starkville, MS**

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

FIRST NOTICE OF VIOLATION

Lula Bell Hines
1347 Armour Rd
Bourbonnais, IL 60914

Case No. 22-000562
Issued: October 17, 2022

VIOLATION LOCATION

514 West Main,
Starkville, MS 39759

LEGAL DESCRIPTION

-

An inspection of the above referenced property was made on October 03, 2022. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than October 27, 2022.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4847.

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Lula Bell Hines

Call # 22-039423
Date/Time 10/03/2022 14:04:09
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

514 WEST MAIN ST

Officer Information

Badge - Name
PEREZ, S

Dispatched Arrived
14:04:09 14:04:09

Cleared
14:19:04

De-Assign

Case Number

Notes

10/3/2022 2:05:04 PM PEREZ, S

TAKING PHOTOS OF DILAPIDATED PROPERTIES

The photographs below were taken by Officer Sarah Perez at the first inspection on Monday, October 3, 2022, at approximately 14:04.













Photographs below were taken by Officer Alexandra Nash on Tuesday, October 25, 2022, at approximately 14:31.

Call #	22-042496	Dispatcher	MULLEN, T
Date/Time	10/25/2022 14:31:51	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	2
How Rcvd	PHONE		
Sent To Dispatch	10/25/2022 14:32:23		

Location Address

514 W MAIN ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	14:58:37	14:58:39	15:06:25		

Notes

10/25/2022 2:32:22 PM	MULLEN, T	PHOTOS TAKEN
-----------------------	-----------	--------------





Photographs below were taken by Officer Alexandra Nash on Thursday, November 3, 2022, at approximately 10:35. Public hearing notices were placed on the structure and mailed to the property and the property owner via certified mail. Also placed in the front window at City Hall.

Call #	22-043510	Dispatcher	MULLEN, T
Date/Time	11/03/2022 10:35:06	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	2
How Rcvd	PHONE		
Sent To Dispatch	11/03/2022 10:35:16		

Location Address

514 W MAIN ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	10:35:21	10:35:23	10:39:37		

Notes

LULA BELL HINES
1720 GOLDENROD TURN
DEKALB, IL 60115

NOTICE

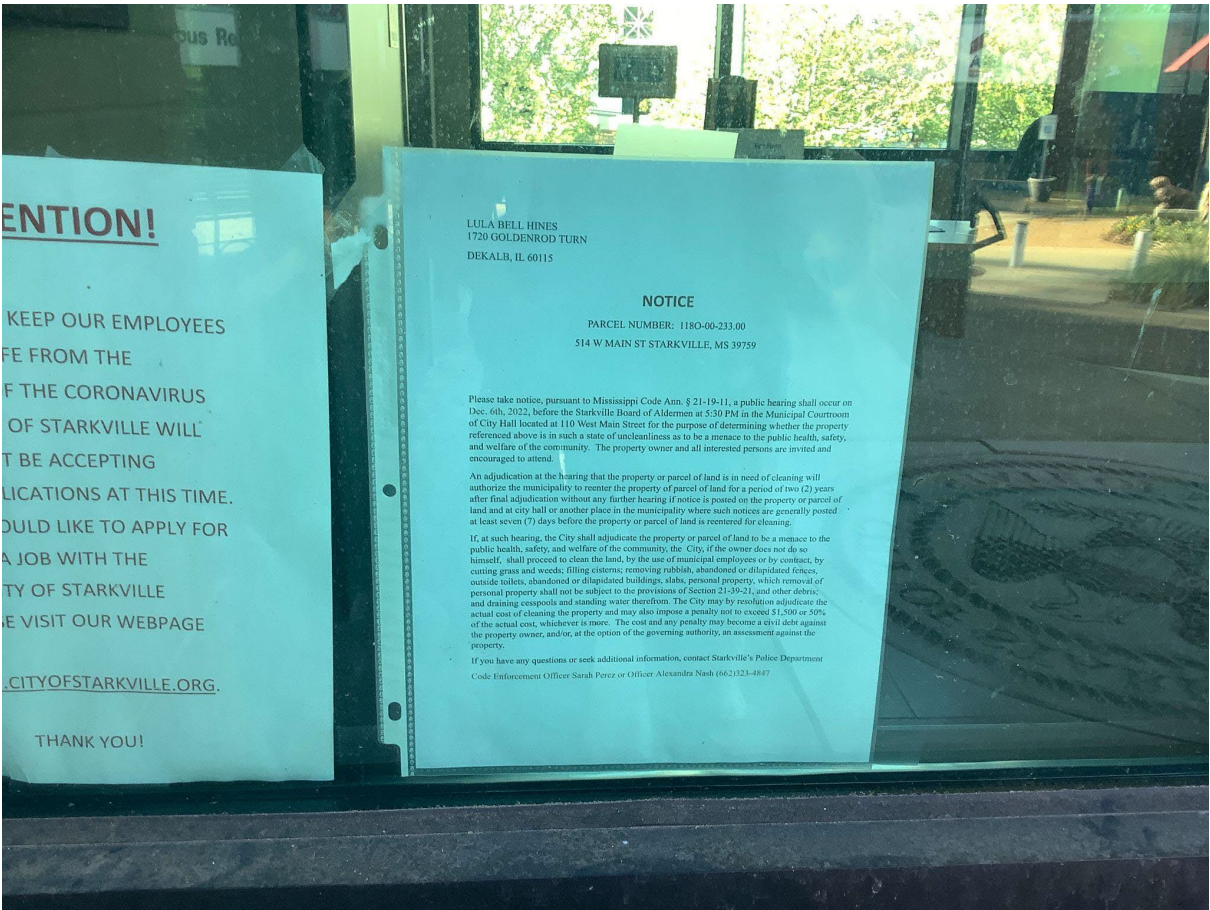
PARCEL NUMBER: 1180-00-233.00
514 W MAIN ST STARKVILLE, MS 39759

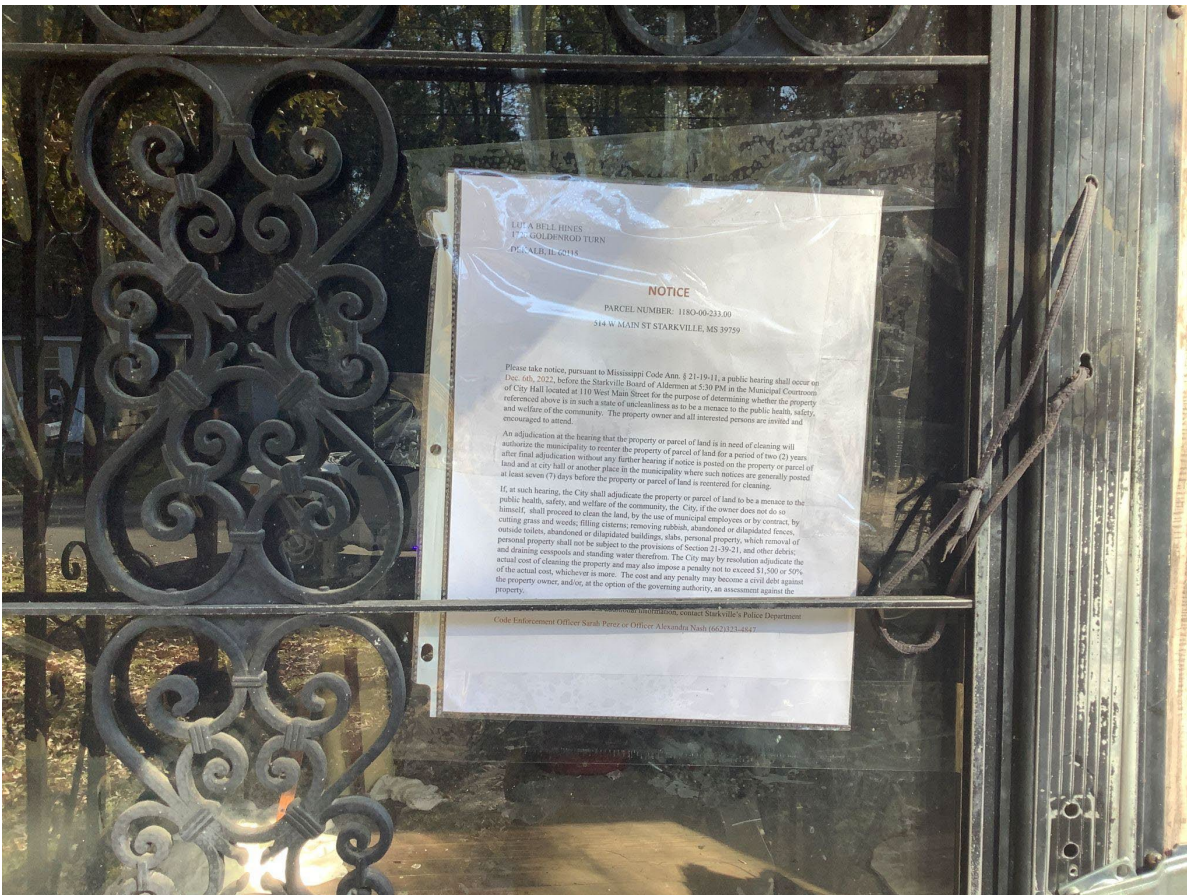
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **Dec. 6th, 2022**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

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

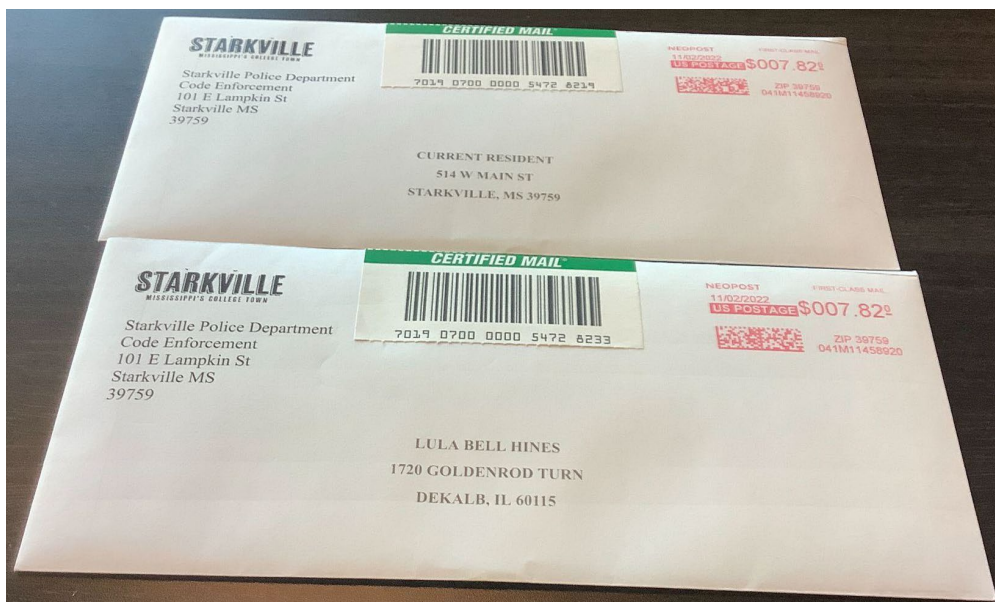
If you have any questions or seek additional information, contact Starkville's Police Department **Code Enforcement Officer Sarah Perez or Officer Alexandra Nash (662)323-4847**





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 <u>Current Resident</u> Street and Apt. No., or PO Box No. <u>514 W Main St</u> City, State, ZIP+4® <u>Starkville, MS 39759</u>	 Postmark Here
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 <u>Lula Bell Hines</u> Street and Apt. No., or PO Box No. <u>1720 Goldenrod Turn</u> City, State, ZIP+4® <u>DeKalb, IL 60115</u>	 Postmark Here
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



STARKVILLE POLICE DEPT

from 11/16/2022

thru 11/16/2022 14:11

Calls For Service

Call #	22-045198	Dispatcher	PEREZ, S
Date/Time	11/16/2022 14:32:09	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

514 W MAIN ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:32:09	14:32:09	14:36:36		

Notes

11/16/2022 2:32:20 PM PEREZ, S

PHOTOS

Photographs below were taken by Officer Sarah Perez on Wednesday, November 16, 2022, at approximately 14:32.







36. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 514 WEST MAIN STREET WITH PARCEL NUMBER 118O-00-233.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

Alderman Vaughn, duly seconded by Alderman Rupp, offered a motion to determine that the structure located at 514 West Main Street with parcel number 118O-00-233.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11 based on the Board packet materials and presentations by the Code Enforcement Officer. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 104 WINDSOR RD WITH PARCEL NUMBER 118H-00-113.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

Code Enforcement Officer Sarah Perez presented the findings and recommendations concerning 104 Windsor Rd.

Initial inspection of 104 Windsor Rd. Starkville, MS 39759 with the parcel number (118H-00-113.00) was performed on Monday, October 3, 2022 and re-inspection on Tuesday October 25, 2022 by Code Enforcement Officers Sarah Perez and Alexandra Nash. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the subject property and City Hall Wednesday, **11/3/2022**. Notification letters of the public hearing were sent Wednesday, **11/3/2022** to the property tax payer/owner *Jason Matthew Hendrick 104 Windsor Rd. Starkville, MS 39759 Starkville, MS 39759* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Clerk's Office.

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

Section 16. ENVIRONMENTAL

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

16.1.1. General Nuisance. Nuisance shall include but not be limited to:

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

16.1.2. Nuisance Prohibited. It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3. Nuisance Violation. Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

16.1.4. Penalty for Nuisance Violation. Any person violating any provision of this ordinance shall upon a guilty plea or conviction be guilty of a misdemeanor and shall be fined in accordance with the penalty fee section or an amount as otherwise determined by the court, for each offense.

16.1.5. Abatement by the City. Upon the failure of the person upon whom an order of abatement has been issued by the court to abate the nuisance, the Code Enforcement Officer shall proceed to abate such nuisance and shall keep records of costs incurred to the City to correct the nuisance. Any and all costs incurred by the City in the abatement of a nuisance under the provisions of this article shall constitute a lien against the property upon which such nuisance existed, which lien shall be filed, proven, and collected as provided for by law. Such lien shall be noticed to all persons from the time of its recording, and shall bear interest at the legal rate thereafter until satisfied.

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 2/11/2021

Tax Year 2020

Records Last Updated 2/10/2021

PROPERTY DETAIL			
OWNER	HENDRICK JASON MATTHEW	ACRES :	**NA**
	104 WINDSOR	LAND VALUE :	45000
		IMPROVEMENTS :	41980
	STARKVILLE MS 39759	TOTAL VALUE:	86980
		ASSESSED :	8698

PARCEL 118H-00-113.00

ADDRESS 104 WINDSOR

TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	329.17	329.17	0.00
CITY	262.07	262.07	0.00
SCHOOL	416.33	416.33	0.00
TOTAL	1007.57	1007.57	0.00

LAST PAYMENT DATE 1 / 28 / 2021

MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL	LOT 30 PLANTATION HOMES SUB #2	
HOMESTEAD CODE	REG	911/459 2001/638	
TAX DISTRICT	3110	MAP 118H DB/PG 454/626 764/453	
PPIN	015252	B 2001 P 638 05/07/2001	
SECTION	27		
TOWNSHIP	19N		
RANGE	14E		

Book 2001

Page 638

[PURCHASE COUNTY TAX SALE FILES](#)

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

[Back](#)

[HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)
[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#)

Violation Notice mailed Monday, October 17, 2022.



City of Starkville

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

Violation of Starkville Code of Ordinances

Jason Matthew Hendrick
104 Windsor
Starkville, MS 39759

Case No. 22-000300
Issued: September 30, 2022

VIOLATION LOCATION

104 Windsor,
Starkville, MS 39759

LEGAL DESCRIPTION

-
Parcel ID #118h-00-113.00

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

Our records indicate that the property referenced above is in violation of MCA Section 21-19-11PMC 2021 Section 111 of the City's Code of Ordinance. Please reference cityofstarkville.org, or municode.com for details about the individual ordinance regulations.

This letter is an official written notice that you have been given ten (10) days of date of said letter (not the violation date) to bring the property into compliance with Starkville's City Code of Ordinances.

Failure to bring this property into compliance could result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered.

Thank you in advance for your compliance. It is most appreciated. If you have any questions, please call the Community Development Department at (662) 323-2525. Again, I would like to thank you for helping to make Starkville an exciting, attractive and safe place to live.

Sincerely,

Code Enforcement Inspector

The photographs below were taken by Officer Sarah Perez at the first inspection on Monday, October 3, 2022, at approximately 15:05.

Call # 22-039439
Date/Time 10/03/2022 15:05:17
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

104 WINDSOR RD
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:05:17	15:05:17	15:17:56		

Notes

10/3/2022 3:17:23 PM	PERE Z, S	SPOKE WITH MR. JASON HENDRICK VIA PHONE AND EXPLAINED WHAT I NEEDED TO DO HE SAID THAT WAS FINE
10/3/2022 3:17:46 PM	PERE Z, S	TOOK UPDATED PHOTOS OF THE PROPERTY



















Photographs below were taken by Officer Alexandra Nash on Tuesday October 25 2022, at approximately 14:32.

Call #	22-042497	Dispatcher	MULLEN, T
Date/Time	10/25/2022 14:31:58	Disposition	NO ACTION
Type	CODE ENFORCEMENT	Zone	
How Rcvd	PHONE		
Sent To Dispatch	10/25/2022 14:32:33		

Location Address

104 WINDSOR RD
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	15:06:30	15:06:33	15:12:56		

Notes

10/25/2022 2:32:33 PM	MULLEN, T	PHOTOS TAKEN
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Photographs below were taken by Officer Alexandra Nash on Thursday, November 3, 2022, at approximately 15:00. Public hearing notices were placed on the structure and mailed to the property and the property owner via certified mail. Also placed in the front window at City Hall.

JASON MATTHEW HENDRICK
104 WINDSOR RD
STARKVILLE, MS 39759

NOTICE

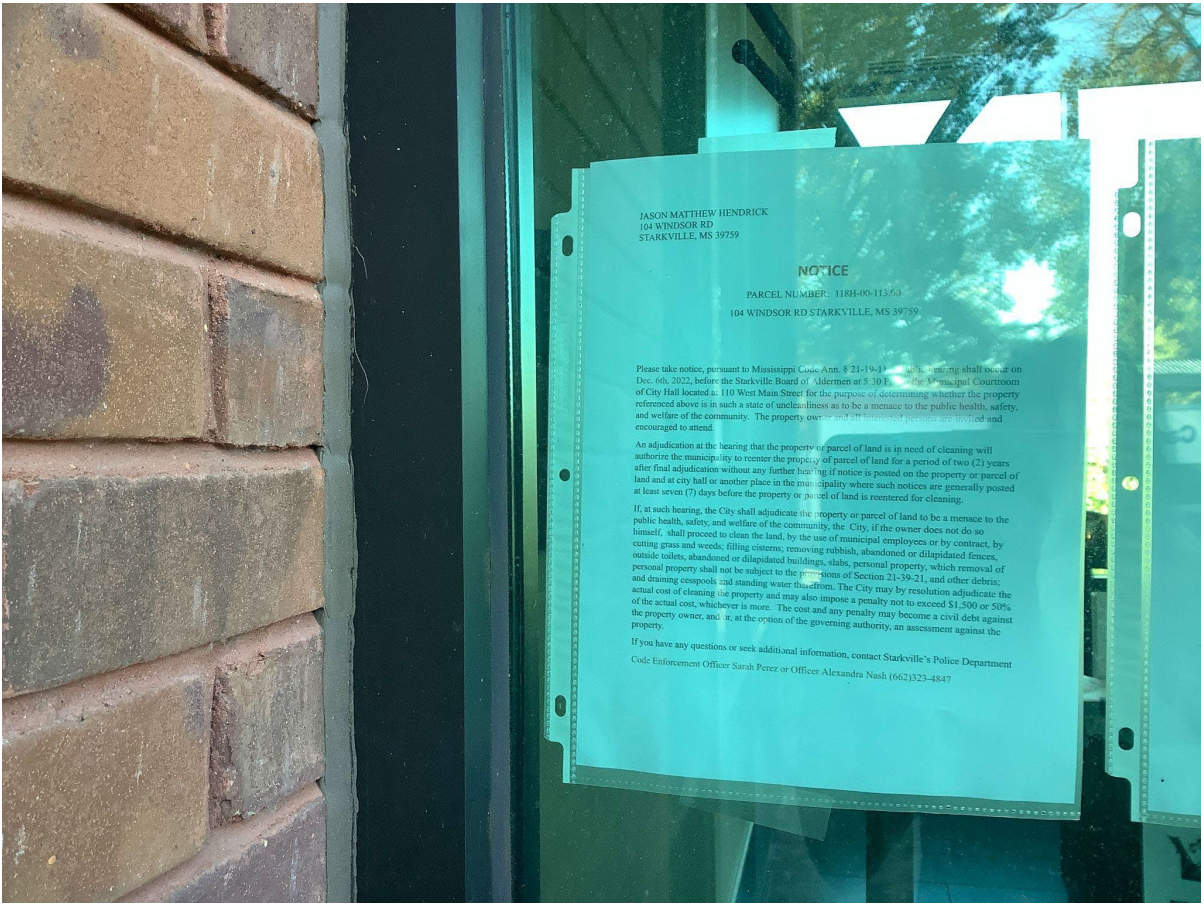
PARCEL NUMBER: 118H-00-113.00
104 WINDSOR RD STARKVILLE, MS 39759

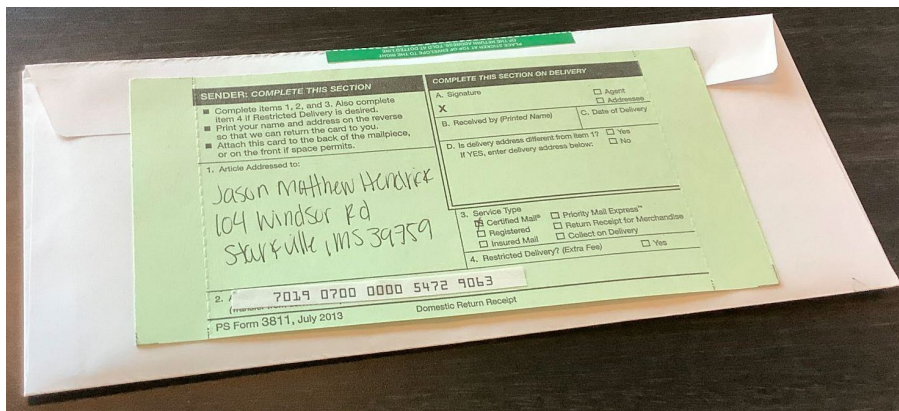
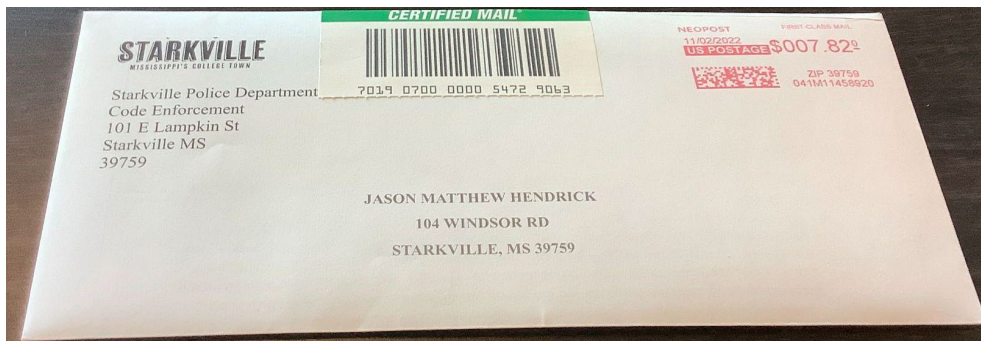
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **Dec. 6th, 2022**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

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

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





Photographs below were taken by Officer Sarah Perez on Wednesday November 16, 2022, at approximately 14:44.

Call #	22-045200	Dispatcher	PEREZ, S
Date/Time	11/16/2022 14:44:22	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

104 WINDSOR RD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:44:22	14:44:22	14:52:21		

Notes

11/16/2022 2:51:00 PM	PEREZ, S	MR. JASON HENDRICK WAS ON THE PROPERTY WITH A LIBRTY WASTE ROLL-OFF BIN CLEANING OUT THE HOUSE IN PREPERATION TO CLOSE SALE ON FRIDAY THE 18TH OF NOV.
11/16/2022 2:51:51 PM	PEREZ, S	I ADVISED MR. HENDRICK THAT I NEEDED TO GET UPDATED PHOTOS OF EACH SIDE OF THE HOUSE AND HE SAID THAT WAS FINE
11/16/2022 2:52:03 PM	PEREZ, S	PHOTOS TAKEN









37. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 104 WINDSOR RD WITH PARCEL NUMBER 118H-00-113.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

Alderman Carver, duly seconded by Alderman Brooks, offered a motion determining that the building, located at 104 Windsor Rd. Starkville, MS 39759 with the parcel number 118H-00-113.00, is in such a state of uncleanness to be a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 based on the Board packet materials and Code Enforcement presentation. The Board voted as follows:

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

Alderman Henry Vaughn, Sr. Voted: Yea

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

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 107 EAST GILLESPIE STREET WITH PARCEL NUMBER 102A-00-087.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

Code Enforcement Office Sarah Perez presented the findings and recommendations concerning 107 East Gillespie Street. Initial inspection of 107 East Gillespie Street Starkville, MS 39759 with the parcel number (102A-00-087.00) was performed on Monday, October 3, 2022 and re-inspection on Tuesday October 25, 2022 by Code Enforcement Officers Sarah Perez and Alexandra Nash. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the subject property and City Hall Wednesday, 11/3/2022. Notification letters of the public hearing were sent Wednesday, 11/3/2022 to the property tax payer/owner 111 East Gillespie Street Starkville, MS 39759 and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Clerk's office.

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

Section 16. ENVIRONMENTAL

- 16.1. Nuisance.** A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.
- 16.1.1. General Nuisance.** Nuisance shall include but not be limited to:
- A. Accumulation of noxious weeds and other rank vegetation.
 - B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
 - C. Any condition which provides harborage for rats, mice, snakes and other vermin.
 - D. Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
 - E. All unauthorized noises and vibrations, including animal noises.
 - F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
 - G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
 - H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
 - I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
 - J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
 - K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

- 16.1.2. Nuisance Prohibited.** It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.
- 16.1.3. Nuisance Violation.** Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.
- 16.1.4. Penalty for Nuisance Violation.** Any person violating any provision of this ordinance shall upon a guilty plea or conviction be guilty of a misdemeanor and shall be fined in accordance with the penalty fee section or an amount as otherwise determined by the court, for each offense.
- 16.1.5. Abatement by the City.** Upon the failure of the person upon whom an order of abatement has been issued by the court to abate the nuisance, the Code Enforcement Officer shall proceed to abate such nuisance and shall keep records of costs incurred to the City to correct the nuisance. Any and all costs incurred by the City in the abatement of a nuisance under the provisions of this article shall constitute a lien against the property upon which such nuisance existed, which lien shall be filed, proven, and collected as provided for by law. Such lien shall be noticed to all persons from the time of its recording, and shall bear interest at the legal rate thereafter until satisfied.

16-1

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 10/25/2022

Tax Year 2021

Records Last Updated 10/24/2022

PROPERTY DETAIL		
OWNER	POWE CHARLES E	ACRES : **NA**
	111 E GILLISPIE ST	LAND VALUE : 30000
		IMPROVEMENTS : 14110
	STARKVILLE MS 39759	TOTAL VALUE: 44110
		ASSESSED : 6617

PARCEL 102A-00-087.00

ADDRESS 107 GILLESPIE

TAX INFORMATION			
YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	364.27	364.27	0.00
CITY	199.37	199.37	0.00
SCHOOL	437.78	437.78	0.00
TOTAL	1001.42	1001.42	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 12 / 8 / 2021

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	LOT 15 A CITY BLK 52
HOMESTEAD CODE	None	MAP 102A DB/PG 243/304 2002/70
TAX DISTRICT	5110	69
PPIN	010573	B 2002 P 7069 11/18/2002
SECTION	03	
TOWNSHIP	18N	
RANGE	14E	

Book 2002

Page 7069

[PURCHASE COUNTY TAX SALE FILES](#)

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

[Back](#)

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

Violation Notice issued Monday, October 17, 2022.



City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

Charles E Powe
111 E Gillispie St
Starkville, MS 39759

Case No. 22-000561
Issued: October 17, 2022

VIOLATION LOCATION

107 E. Gillespie,
Starkville, MS 39759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on October 03, 2022. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than October 27, 2022.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4847.

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Charles E Powe

Letter of response written by Mr. Charles Powe's wife Mrs. Sandra Powe on October 25, 2022:

October 25, 2022

Sarah Perez
Code Enforcement Officer
City of Starkville
101 E. Lampkin St.
Starkville, MS 39759

Dear Ms. Perez:

Charles E. Powe is currently a patient at Baptist Hospital in Columbus, Miss., and therefore I am writing as co-owner of the 107 E. Gillespie St. property in response to your letter, "First Notice of Violation," dated October 17, 2022, and delivered October 20, 2022.

We have been working with a draftsman to plan a renovation project for this property, and we are currently working with a local contractor who is scheduled to begin renovation work on this structure within the month of November.

We acknowledge the violation cited and request an exemption since major renovation, repair, and restoration is scheduled to begin imminently.

Thank you for your consideration.

Sincerely,



Sandra Powe

CC: Mr. Henry Vaughn, Alderman

The photographs below were taken by Officer Sarah Perez at the first inspection on Monday, October 3, 2022, at approximately 14:30.

Call # 22-039428
Date/Time 10/03/2022 14:30:59
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

107 E GILLE SPIE ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:30:59	14:30:59	14:36:18		

Notes

10/3/2022 2:36:10 PM	PERE Z, S	PHOTOS TAKEN OF DILAPIDATED PROPERTY
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Photographs below were taken by Officer Alexandra Nash on Tuesday, October 25, 2022, at approximately 12:09.

Call #	22-042484	Dispatcher	MULLEN, T		
Date/Time	10/25/2022 12:09:42	Disposition	CALL COMPLETED- NO REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	PHONE				
Sent To Dispatch	10/25/2022 12:10:10				
Location Address					
107 GILLESPIE ST					
STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	12:11:38	12:11:39	12:17:30		
Notes					
10/25/2022 12:17:33 PM		MULLEN, T	10-2		
10/25/2022 2:31:35 PM		MULLEN, T	PHOTOS TAKEN		





Photographs below were taken by Officer Alexandra Nash on Thursday, November 3, 2022, at approximately 11:02. Public hearing notices were placed on the structure and mailed to the property and the property owner via certified mail. Also placed in the front window at City Hall.

Call #	22-043514	Dispatcher	MULLEN, T
Date/Time	11/03/2022 11:02:10	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	PHONE		
Sent To Dispatch	11/03/2022 11:02:23		

Location Address

107 GILLESPIE ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	11:02:43	11:02:45	11:08:54		

Notes

Charles Powe
111 East Gillespie Street
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102A-00-087.00
107 E GILLESPIE ST STARKVILLE, MS 39759

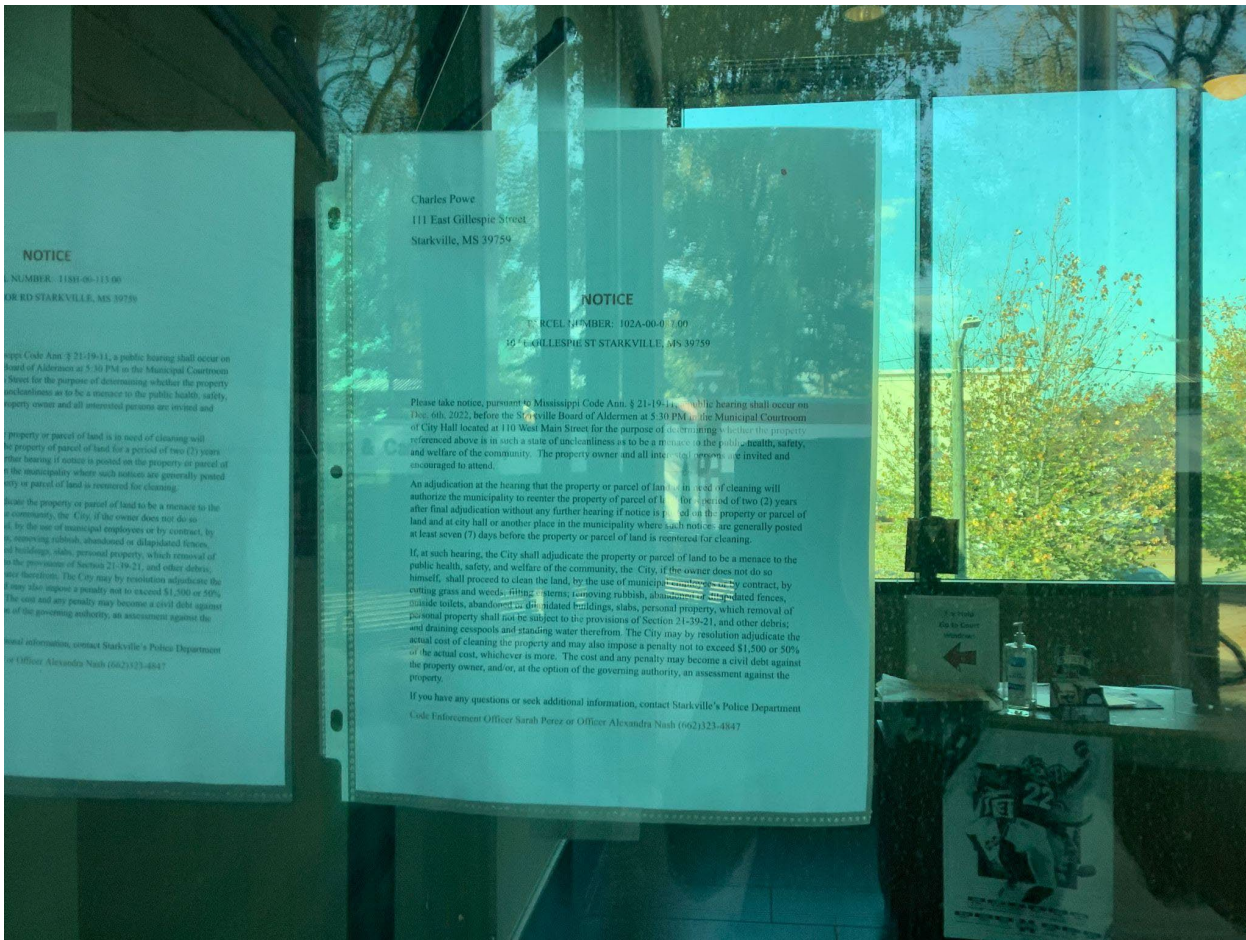
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **Dec. 6th, 2022**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

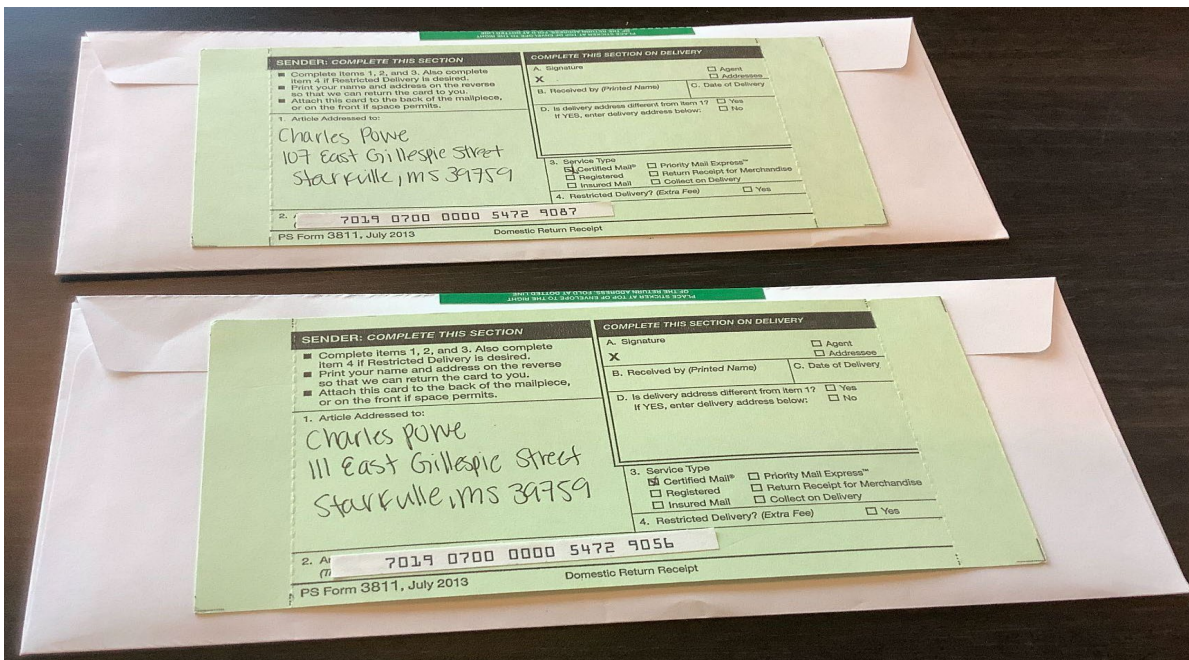
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

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

If you have any questions or seek additional information, contact Starkville's Police Department

Code Enforcement Officer Sarah Perez or Officer Alexandra Nash (662)323-4847





Photographs below were taken by Officer Sarah Perez on Wednesday, November 16, 2022, at approximately 13:50.

STARKVILLE POLICE DEPT
Calls For Service

from 11/16/2022
thru 11/16/2022 09:52

Call # 22-045193
Date/Time 11/16/2022 13:50:13
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
107 E GILLE SPIE ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	13:50:13	13:50:13	13:53:56		

Notes

11/16/2022 1:50:29 PM	PEREZ, S	PHOTOS
11/16/2022 1:53:41 PM	PEREZ, S	BOA HEARING NOTICE HAS BEEN REMOVED







Photographs below were taken by Officer Sarah Perez on Wednesday, November 16, 2022, at approximately 14:22 of the BOA public hearing notice being replaced on the structure.

Call #	22-045197	Dispatcher	PEREZ, S
Date/Time	11/16/2022 14:22:54	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

107 E GILLE SPIE ST

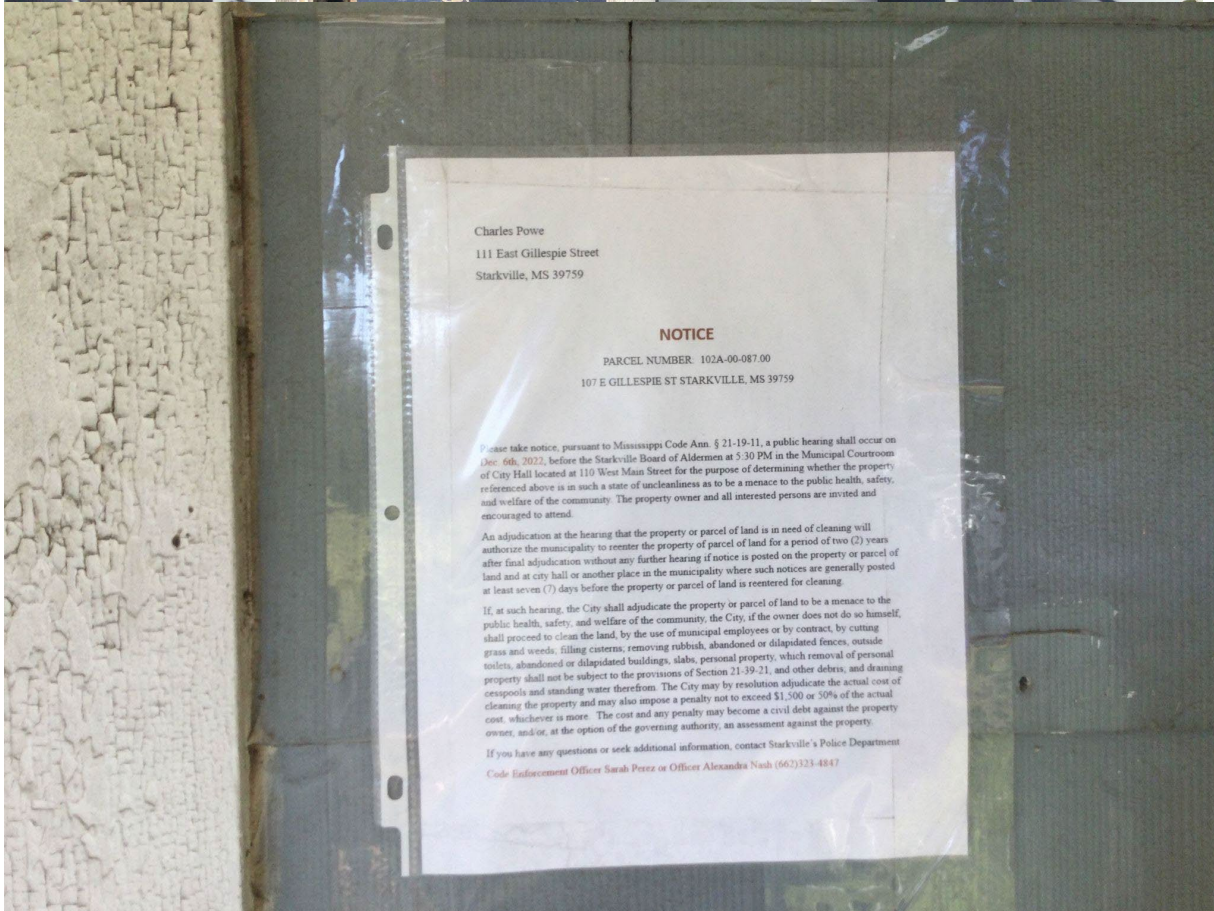
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:22:54	14:22:54	14:26:24		

Notes

11/16/2022 2:23:27 PM PEREZ, S

REPLACING THE BOA HEARING NOTICE THAT WAS
REMOVED FROM THE DOOR



38. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 107 EAST GILLESPIE STREET WITH PARCEL NUMBER 102A-00-087.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

Alderman Carver, duly seconded by Alderman Rupp, offered a motion to determine that the building, located at 107 East Gillespie Street Starkville, MS 39759 with the parcel number 102A-00-087.00, is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 based on the Board packet materials and Code Enforcement presentation. 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.

39. CONSIDERATION TO REJECT ALL BIDS FOR THE CONSTRUCTION OF MAIN STREET WATER AND SEWER REPLACEMENT AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS.

Alderman Rupp, duly seconded by Alderman Brooks, offered a motion to reject all bids for the construction of Main Street Water and Sewer Replacement and authorization re-advertise for bids in that the bids received exceeded the estimates and budget available. 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 bid tabulation follows this page.

BID TABULATION												Starkville Utilities Project No. 229003					
												Kimley-Horn Project No. 014627000					
12/06/2022																	
Main & Lampkin Water & Sewer Improvements Project																	
Item No.	Description	Est. Qty	Unit	Kimley-Horn OPCC		DNA Underground LLC		\$4,822,135		\$4,978,700							
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount						
General Bid Items																	
01	Mobilization/Demobilization	1	LS	\$	120,000	\$	120,000	\$	350,000	\$	202,000	\$	140,000	\$	140,000		
02	Traffic Control	1	LS	\$	10,000	\$	10,000	\$	150,000	\$	85,000	\$	250,000	\$	250,000		
03	Erosion & Sediment Control	1	LS	\$	40,000	\$	40,000	\$	75,000	\$	20,000	\$	138,000	\$	138,000		
Water Bid Items																	
04A	DR-18 PVC Pipe, PO, 4" Diameter	75	LF	\$	60	\$	4,500	\$	78	\$	5,850	\$	86	\$	220	\$	16,500
04B	DR-18 PVC Pipe, PO, 6" Diameter	600	LF	\$	75	\$	45,000	\$	89	\$	53,400	\$	105	\$	232	\$	139,200
04C	DR-18 PVC Pipe, PO, 8" Diameter	100	LF	\$	90	\$	9,000	\$	103	\$	10,300	\$	117	\$	247	\$	24,700
04D	DR-18 PVC Pipe, PO, 10" Diameter	100	LF	\$	100	\$	10,000	\$	123	\$	12,300	\$	133	\$	268	\$	26,800
04E	DR-18 PVC Pipe, PO, 12" Diameter	1,850	LF	\$	110	\$	203,500	\$	145	\$	268,250	\$	178	\$	290	\$	536,500
04F	DR-18 PVC Pipe, RJ, 4" Diameter	100	LF	\$	72	\$	7,200	\$	90	\$	9,000	\$	131	\$	225	\$	22,500
04G	DR-18 PVC Pipe, RJ, 6" Diameter	300	LF	\$	90	\$	27,000	\$	102	\$	30,600	\$	145	\$	239	\$	71,700
04H	DR-18 PVC Pipe, RJ, 8" Diameter	100	LF	\$	107	\$	10,700	\$	122	\$	12,200	\$	160	\$	258	\$	25,800
04I	DR-18 PVC Pipe, RJ, 10" Diameter	100	LF	\$	120	\$	12,000	\$	154	\$	15,400	\$	180	\$	287	\$	28,700
04J	DR-18 PVC Pipe, RJ, 12" Diameter	2,150	LF	\$	134	\$	288,100	\$	176	\$	378,400	\$	227	\$	310	\$	666,500
05	Ductile Iron Fittings	12,000	LB	\$	5	\$	60,000	\$	27	\$	318,000	\$	21	\$	17	\$	204,000
06A	Gate Valve, 4" Diameter	1	EA	\$	1,500	\$	1,500	\$	2,200	\$	2,200	\$	1,850	\$	2,800	\$	2,800
06B	Gate Valve, 6" Diameter	3	EA	\$	2,500	\$	7,500	\$	2,700	\$	8,100	\$	2,200	\$	3,000	\$	9,000
06C	Gate Valve, 8" Diameter	1	EA	\$	3,000	\$	3,000	\$	3,700	\$	3,700	\$	3,300	\$	4,000	\$	4,000
06D	Gate Valve, 10" Diameter	1	EA	\$	3,500	\$	3,500	\$	5,200	\$	5,200	\$	4,400	\$	5,600	\$	5,600
06E	Gate Valve, 12" Diameter	16	EA	\$	4,500	\$	72,000	\$	6,100	\$	97,600	\$	5,400	\$	6,400	\$	102,400
07A	Insertion Gate Valve, 4" Diameter	4	EA	\$	6,500	\$	26,000	\$	10,500	\$	42,000	\$	7,000	\$	15,000	\$	60,000
07B	Insertion Gate Valve, 6" Diameter	5	EA	\$	6,900	\$	34,500	\$	12,200	\$	61,000	\$	15,500	\$	16,700	\$	83,500
07C	Insertion Gate Valve, 8" Diameter	1	EA	\$	7,500	\$	7,500	\$	14,000	\$	14,000	\$	17,500	\$	18,400	\$	18,400
07D	Insertion Gate Valve, 10" Diameter	2	EA	\$	8,900	\$	17,800	\$	22,300	\$	44,600	\$	22,250	\$	25,200	\$	50,400
07E	Insertion Gate Valve, 12" Diameter	3	EA	\$	10,300	\$	30,900	\$	23,900	\$	71,700	\$	27,000	\$	31,200	\$	93,600

*Yellow highlighted dollar amounts indicate an error was corrected from the original Bid Documents.

Apparent Bid Results:
This information is the unofficial results as submitted by the contractor and is provided as a courtesy. This information will remain apparent until the project is awarded. This information does not take into account responsibility, completeness, or responsiveness of bidders.



BID TABULATION											
Starkville Utilities Project No. 229003 Kimley-Horn Project No. 014627000											
12/06/2022											
Main & Lampkin Water & Sewer Improvements Project											
Item No.	Description	Est. Qty	Unit	\$2,746,370		\$5,277,634		\$4,822,135		\$4,978,700	
				Kimley-Horn OPCC		DNA Underground LLC		Perma Corporation		REV Construction, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
08	Hydrant Assembly Installation	4	EA	\$ 6,500	\$ 26,000	\$ 9,600	\$ 38,400	\$ 11,000	\$ 44,000	\$ 12,800	\$ 51,200
09	Hydrant Transfer	6	EA	\$ 3,500	\$ 21,000	\$ 6,200	\$ 37,200	\$ 7,000	\$ 42,000	\$ 8,600	\$ 51,600
10	Existing Hydrant Assembly Removal	3	EA	\$ 1,500	\$ 4,500	\$ 2,400	\$ 7,200	\$ 2,800	\$ 8,400	\$ 1,500	\$ 4,500
11A	Tapping Sleeve & Gate Valve, 12" x 4"	1	EA	\$ 6,000	\$ 6,000	\$ 5,800	\$ 5,800	\$ 7,600	\$ 7,600	\$ 9,800	\$ 9,800
11B	Tapping Sleeve & Gate Valve, 12" x 6"	1	EA	\$ 9,000	\$ 9,000	\$ 6,900	\$ 6,900	\$ 8,400	\$ 8,400	\$ 11,500	\$ 11,500
11C	Tapping Sleeve & Gate Valve, 12" x 8"	1	EA	\$ 12,000	\$ 12,000	\$ 8,700	\$ 8,700	\$ 9,600	\$ 9,600	\$ 13,200	\$ 13,200
11D	Tapping Sleeve & Gate Valve, 12" x 10"	1	EA	\$ 15,000	\$ 15,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 16,600	\$ 16,600
11E	Tapping Sleeve & Gate Valve, 12" x 12"	1	EA	\$ 18,000	\$ 18,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 18,300	\$ 18,300
12	Connection to Existing Water System	16	EA	\$ 1,500	\$ 24,000	\$ 3,000	\$ 48,000	\$ 16,500	\$ 264,000	\$ 4,800	\$ 76,800
13	Valve Box Height Adjustment	10	EA	\$ 500	\$ 5,000	\$ 800	\$ 8,000	\$ 900	\$ 9,000	\$ 600	\$ 6,000
14	Water Service Connection	66	EA	\$ 1,200	\$ 79,200	\$ 2,600	\$ 171,600	\$ 2,170	\$ 143,220	\$ 2,200	\$ 145,200
15	Water Service Transfer	11	EA	\$ 850	\$ 9,350	\$ 2,700	\$ 29,700	\$ 2,500	\$ 27,500	\$ 3,200	\$ 35,200
16	Water Service Tubing	1,500	LF	\$ 45	\$ 67,500	\$ 55	\$ 82,500	\$ 100	\$ 150,000	\$ 47	\$ 70,500
17	HDPE Casing for Water Service Tubing	100	LF	\$ 45	\$ 4,500	\$ 61	\$ 6,100	\$ 31	\$ 3,100	\$ 94	\$ 9,400
18	Manual Blow Off Valve Assembly	1	EA	\$ 4,000	\$ 4,000	\$ 3,000	\$ 3,000	\$ 1,415	\$ 1,415	\$ 5,500	\$ 5,500
19A	Abandon-In-Place Water Main & Appurtenances, 4" Diameter	900	LF	\$ 15	\$ 13,500	\$ 25	\$ 22,500	\$ 5	\$ 4,050	\$ 13	\$ 11,700
19B	Abandon-In-Place Water Main & Appurtenances, 6" Diameter	5,000	LF	\$ 20	\$ 100,000	\$ 28	\$ 140,000	\$ 5	\$ 22,500	\$ 14	\$ 70,000
19C	Abandon-In-Place Water Main & Appurtenances, 8" Diameter	400	LF	\$ 30	\$ 12,000	\$ 30	\$ 12,000	\$ 11	\$ 4,200	\$ 15	\$ 5,800
19D	Abandon-In-Place Water Main & Appurtenances, 10" Diameter	3,300	LF	\$ 40	\$ 132,000	\$ 33	\$ 108,900	\$ 7	\$ 21,450	\$ 15	\$ 49,500
19E	Abandon-In-Place Water Main & Appurtenances, 12" Diameter	100	LF	\$ 50	\$ 5,000	\$ 36	\$ 3,600	\$ 21	\$ 2,100	\$ 28	\$ 2,800
20	Removal of Water Main & Appurtenances	100	EA	\$ 40	\$ 4,000	\$ 328	\$ 32,800	\$ 1,375	\$ 137,500	\$ 38	\$ 3,800
21A	Cut and Cap Existing Water Main (6" or Less Diameter)	9	EA	\$ 750	\$ 6,750	\$ 1,600	\$ 14,400	\$ 2,260	\$ 20,340	\$ 4,200	\$ 37,800
21B	Cut and Cap Existing Water Main (8" and Greater Diameter)	6	EA	\$ 1,200	\$ 7,200	\$ 2,300	\$ 13,800	\$ 4,350	\$ 26,100	\$ 4,500	\$ 27,000
22	Abandon-In-Place Valve	30	EA	\$ 1,200	\$ 36,000	\$ 1,000	\$ 30,000	\$ 1,300	\$ 39,000	\$ 770	\$ 23,100
23	Plug Existing Valve	5	EA	\$ 500	\$ 2,500	\$ 1,600	\$ 8,000	\$ 3,667	\$ 18,335	\$ 1,100	\$ 5,500

*Yellow highlighted dollar amounts indicate an error was corrected from the original Bid Documents.

Apparent Bid Results:
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BID TABULATION																			
Starkville Utilities Project No. 229003																			
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Main & Lampkin Water & Sewer Improvements Project																			
Item No.	Description	Est. Qty	Unit	\$2,746,370		\$5,277,634		\$4,822,135		\$4,978,700									
				Kimley-Horn OPCC		DNA Underground LLC		Perma Corporation		REV Construction, Inc.									
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount								
Sewer Bid Items																			
24	Sanitary Sewer Service Connection	38	EA	\$	2,500	\$	95,000	\$	3,700	\$	140,600	\$	2,000	\$	76,000	\$	4,900	\$	186,200
25	Sanitary Sewer Service Line - PVC, SDR 26, Push On, 6" Diameter	200	LF	\$	95	\$	19,000	\$	252	\$	50,400	\$	160	\$	32,000	\$	146	\$	29,200
26A	Manhole, 48" Diameter	62	VF	\$	1,250	\$	77,500	\$	815	\$	50,530	\$	1,600	\$	99,200	\$	1,100	\$	68,200
26B	Manhole, 60" Diameter	10	VF	\$	1,750	\$	17,500	\$	1,400	\$	14,000	\$	2,225	\$	22,250	\$	1,500	\$	15,000
27A	Doghouse Manhole, 48" Diameter	9	VF	\$	1,500	\$	13,500	\$	950	\$	8,550	\$	2,200	\$	19,800	\$	1,200	\$	10,800
27B	Doghouse Manhole, 60" Diameter	10	VF	\$	2,000	\$	20,000	\$	1,550	\$	15,500	\$	3,000	\$	30,000	\$	1,600	\$	16,000
28	Manhole Frame & Cover	11	EA	\$	750	\$	8,250	\$	754	\$	8,294	\$	1,100	\$	12,100	\$	1,200	\$	13,200
29	Manhole Height Adjustment	5	EA	\$	500	\$	2,500	\$	2,850	\$	14,250	\$	400	\$	2,000	\$	2,500	\$	12,500
30A	Rehab Existing Manhole, 48" Diameter	25	VF	\$	750	\$	18,750	\$	446	\$	11,150	\$	655	\$	16,375	\$	700	\$	17,500
30B	Rehab Existing Manhole, 60" Diameter	10	VF	\$	1,000	\$	10,000	\$	606	\$	6,060	\$	915	\$	9,150	\$	1,300	\$	13,000
31	Sanitary Sewer Line - PVC, SDR 26, Push On, 8" Diameter	900	LF	\$	135	\$	121,500	\$	270	\$	243,000	\$	250	\$	225,000	\$	309	\$	278,100
32	Sanitary Sewer Drop Connection	50	VF	\$	50	\$	2,500	\$	342	\$	17,100	\$	260	\$	13,000	\$	330	\$	16,500
33	Connection to Existing System	8	EA	\$	3,000	\$	24,000	\$	4,400	\$	35,200	\$	12,000	\$	96,000	\$	2,500	\$	20,000
34	Sewer Flow Control	1	LS	\$	35,000	\$	35,000	\$	75,000	\$	75,000	\$	50,000	\$	50,000	\$	26,000	\$	26,000
35	Abandon-In-Place Sanitary Sewer	1,400	LF	\$	75	\$	105,000	\$	35	\$	49,000	\$	10	\$	14,000	\$	40	\$	56,000
36	Remove Existing Sanitary Sewer	900	LF	\$	40	\$	36,000	\$	318	\$	286,200	\$	30	\$	27,000	\$	40	\$	36,000
37	Abandon-In-Place Existing Manhole	5	EA	\$	1,500	\$	7,500	\$	6,500	\$	32,500	\$	2,500	\$	12,500	\$	2,000	\$	10,000
38	Remove Existing Manhole	9	EA	\$	500	\$	4,500	\$	7,500	\$	67,500	\$	7,000	\$	63,000	\$	800	\$	7,200
Other Bid Items																			
39	Extra Depth, Greater than 6-feet	1,500	LF	\$	25	\$	37,500	\$	120	\$	180,000	\$	110	\$	165,000	\$	60	\$	90,000
40	Remove and Replace Concrete Driveway, 6-inch	100	SY	\$	70	\$	7,000	\$	166	\$	16,600	\$	195	\$	19,500	\$	213	\$	21,300
41	Remove and Replace Concrete Sidewalk, 4-inch	100	SY	\$	50	\$	5,000	\$	155	\$	15,500	\$	190	\$	19,000	\$	170	\$	17,000
42	Remove and Replace Concrete Curb & Gutter	100	LF	\$	40	\$	4,000	\$	87	\$	8,700	\$	195	\$	19,500	\$	111	\$	11,100
43	Storm Sewer Drain Pipe, Various Sizes and Depths	100	LF	\$	125	\$	12,500	\$	311	\$	31,100	\$	350	\$	35,000	\$	300	\$	30,000
44	Minor Drainage Structure	5	EA	\$	5,000	\$	25,000	\$	8,900	\$	44,500	\$	4,000	\$	20,000	\$	9,000	\$	45,000
45	Remove Pavement and Provide Temporary Pavement Patch	7,500	LF	\$	15	\$	112,500	\$	127	\$	952,500	\$	103	\$	772,500	\$	60	\$	450,000
TOTAL:				SubTotal: \$2,496,700				\$5,277,634				\$4,822,135				\$4,978,700			
				w/10% Contingency:															
				\$2,746,370															

*Yellow highlighted dollar amounts indicate an error was corrected from the original Bid Documents.

Apparent Bid Results:
This information is the unofficial results as submitted by the contractor and is provided as a courtesy. This information will remain apparent until the project is awarded. This information does not take into account responsibility, completeness, or responsiveness of bidders.



40. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of November 28, 2022 for fiscal year ending 9/30/23, 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	\$ 340,341.71
Restricted Fire Fund	003	1,725.50
Airport Fund	015	150,558.26
Restricted Airport	016	74,295.55
Sanitation	022	22,025.33
2022 GO Public Improv Bonds	305	110,158.00
Main Street Improv Project	311	170,749.68
2023 Parks Capital Fund	312	4,075.00
BUILD Grant / 182 Corridor	377	3,183.21
Park Bond - 2020	380	647,261.43
Economic Dev, Tourism	630	192,910.04
Sub Total Before Utilities		\$ 1,717,283.71
Utilities Dept.	SED	414,927.62
Total Claims	Total	\$ 2,132,211.33

41. CONSIDERATION OF UPDATING THE WATER AND SEWER RATES FOR STARKVILLE UTILITIES EFFECTIVE JANUARY 1, 2023.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to approve the water and sewer rates for Starkville Utilities as recommended effective February 1, 2023.

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.

A copy of the approved rates follows this page.

Summary

	Base Water	Base Water & Sewer	Variable Water	Variable Water & Sewer	
Current Rate	\$ 4.50	\$ 9.00	\$ 4.15	\$ 8.30	
Proposed Rate	\$ 6.00	\$ 12.00	\$ 4.50	\$ 9.00	
Revenue Generated	\$ 499,523.00	46%	\$ 575,590.00	54%	\$ 1,075,113.00

Water Only	Number of Customers	Proj. Bill	Avg. Bill	Bill Increase
less than 1,000 gal	4105	\$ 6.00	\$ 4.50	\$ 1.50
1,000 to 2,000 gal.	142	\$ 8.37	\$ 6.68	\$ 1.68
2,000 to 5,000 gal.	411	\$ 16.93	\$ 14.58	\$ 2.35
5,000 to 10,000 gal	293	\$ 32.85	\$ 29.26	\$ 3.59
more than 10,000 g	238	\$ 296.53	\$ 272.43	\$ 24.10
	5,189			
Water & Sewer	Number of Customers	Proj. Bill	Avg. Bill	Bill Increase
less than 1,000 gal	2,828	\$ 12.00	\$ 9.00	\$ 3.00
1,000 to 2,000 gal.	1,772	\$ 16.61	\$ 13.25	\$ 3.36
2,000 to 5,000 gal.	4,106	\$ 32.99	\$ 28.36	\$ 4.63
5,000 to 10,000 ga	1,836	\$ 63.72	\$ 56.70	\$ 7.02
more than 10,000 g	740	\$ 479.07	\$ 439.74	\$ 39.33
	11,281			



42. MOTION TO RECESS UNTIL DECEMBER 20, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, for the Board of Aldermen to recess the meeting until December 20, 2022 @ 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 20th DAY OF DECEMBER, 2022.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK