

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
May 2, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on May 2, 2023 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin.

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.

Alderman Perkins requested Mayor's item A (Adoption of updated Fee and Fine Schedule) be added to consent as well as Human Resources Item 5 (Sanitation Worker Discipline Action).

There being no additional changes or objections to the proposed changes, the Mayor called for a motion to approve the agenda with consent items as amended.

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

Alderman Brooks offered a motion, duly seconded by Alderman Rupp, to approve the May 2, 2023 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, MAY 2, 2023
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 APRIL 4, 2023 REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

CONSIDERATION OF THE MINUTES OF THE APRIL 14, 2023 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

SECOND PUBLIC HEARING AND CONSIDERATION OF AMENDING THE SANITATION ORDINANCE TO REFLECT OPERATIONS AND CHARGES TO COMMERCIAL ACCOUNT AND NON-ACCOUNT HOLDERS.

PUBLIC HEARING AND CONSIDERATION OF VA 23-04: A REQUEST FOR A VARIANCE TO DEVIATE FROM SIDEWALK REQUIREMENTS LOCATED AT 900 STARK ROAD IN A COMMERCIAL ZONING DISTRICT.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF ADOPTING THE UPDATED FEE AND FINE SCHEDULE.

B. CONSIDERATION OF THE APPROVAL OF THE DEVELOPER'S AGREEMENT FOR THE GLEN CREEK PROJECT.

X. BOARD BUSINESS

A. **REQUEST APPROVAL OF THE APPOINTMENTS OF DYLAN KARGES (TERM TO EXPIRE JANUARY 20, 2024) AND LYNNE STRICKLAND (TERM TO EXPIRE ON MAY 31, 2024) TO FILL UNEXPIRED TERMS WITH THE OKTIBBEHA COUNTY HERITAGE COMMITTEE.**

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. **REQUEST APPROVAL FOR THE SOLE APPLICANT FOR PROFESSIONAL ENGINEERING SERVICES FROM CLEARWATER CONSULTANTS, INC. FOR ALL AIRPORT RELATED PROJECTS AT GEORGE M. BRYAN FIELD FROM JUNE 1, 2023 THROUGH MAY 31, 2028.**

2. **REQUEST APPROVAL OF THE LOWEST QUOTE FOR CORPORATE HANGAR ELECTRICAL AND RELATED FROM DOUG MARTIN IN THE AMOUNT OF \$41,500.00.**

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

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

2. CONSIDERATION OF THE APPROVAL FOR LYLE MECASKEY TO TRAVEL TO THE HISTORIC PRESERVATION DIVISION OF THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY'S "HISTORIC PRESERVATION BOOT CAMP".
3. CONSIDERATION OF COA 23-02: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 404 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST AUTHORIZATION FOR CITY TO EXECUTE AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY TO COMPLETE THE SPRING STREET AND MS HWY 12 PEDESTRIAN IMPROVEMENTS PROJECT.
2. CONSIDERATION OF APPROVING THE PROPOSAL FROM NEEL SCHAFER, INC TO CONDUCT AN ENVIRONMENTAL ASSESSMENT FOR THE MAIN STREET IMPROVEMENTS PROJECT FOR A PROPOSED FEE OF \$34,500.00.
3. CONSIDERATION OF ACCEPTING THE LOWEST QUOTE OF \$11,900.00 FROM GEVEKO MARKINGS TO FURNISH MATERIALS AND ASSIST THE STREET DEPARTMENT IN INSTALLING A THERMOPLASTIC INTERSECTION DESIGN AT THE INTERSECTION OF CORNERSTONE BOULEVARD AND BATTER'S BOULEVARD.
4. MOVE TO ACCEPT THE LOW BID FOR A USED 2014 INTERNATIONAL WORKSTAR DUMP TRUCK FROM ELLIS TRUCK & EQUIPMENT SALES, LLC FOR THE STREET DEPARTMENT IN THE AMOUNT OF \$87,800.00.
5. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 (SUMMARY CHANGE ORDER) TO INCREASE THE CONTRACT SUM BY \$9,527.75 TO POWELL CONSTRUCTION SERVICES, INC. FOR THE LOUISVILLE STREET LIGHTING.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 24, 2023 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 PERMISSION TO ACCEPT A \$155,000 ASSISTANCE TO FIREFIGHTERS GRANT TO PURCHASE 48 SETS OF LION V-FORCE TURNOUT GEAR AT STATE CONTRACT #8200067053 FROM NAFECO WITH A CITY MATCH OF \$20,800.87.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE NICHOLAS PEARSON AS A CERTIFIED FIREFIGHTER

2. REQUEST AUTHORIZATION TO HIRE EVAN WARE AS A WATER TECHNICIAN FOR THE UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE ANDREW MCDANIEL AS LEAD GROUNDS TECHNICIAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE TYREZ WADE AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
5. CONSIDERATION OF THE DISCIPLINE ACTION RECOMMENDED BY SANITATION AND ENVIRONMENTAL SERVICES DIRECTOR CHRIS SMILEY AS A RESULT OF I.A. #05022023 FOR A STARKVILLE SANITATION WORKER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE SERVICE AGREEMENT WITH CHRIS MITCHELL CONSULTANTS FOR FINANCIAL REVIEW AND SERVICES FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$18,250.00.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM FLUID PROCESS AND PUMPS, LLC TO PURCHASE A DRY PIT PUMP FOR THE SHERWOOD 1 LIFT STATION IN THE AMOUNT OF \$15,289.00
3. REQUEST AUTHORIZATION TO APPROVE CHANGE ORDER #1 TO ADD 21 CALENDAR DAYS AND A PRICE INCREASE OF \$4,158.00 FOR THE MAIN STREET WATER AND SEWER IMPROVEMENTS PROJECT FOR SEWER CASTINGS.
4. REQUEST AUTHORIZATION TO APPROVE UTILITY MAINTENANCE SPECIALISTS, INC. AS THE PREFERRED VENDOR FOR SUBSTATION AND MAINTENANCE TESTING SERVICES IN THE AMOUNT OF \$163,590.00 OVER TWO YEARS.
5. REQUEST AUTHORIZATION TO APPROVE CHANGE ORDER 2 TO ADD 75 CALENDAR DAYS AND A PRICE INCREASE OF \$57,040.00 FOR THE 2022 STARKVILLE SEWER REHAB: GREEN OAKS & ROLLING HILLS PROJECT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL MAY 16, 2023 @ 5:30 IN THE COURT ROOM AT 110 W 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 – 26:

2. CONSIDERATION OF THE MINUTES OF THE APRIL 4, 2023 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the April 4, 2023 Regular Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE APRIL 14, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the April 14, 2023 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF ADOPTING THE UPDATED FEE AND FINE SCHEDULE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of adopting an updated fee and fine schedule” is enumerated, this consent item is thereby approved. Schedule follows this page.

5. CONSIDERATION OF THE APPOINTMENTS OF DYLAN KARGES (TERM TO EXPIRE JANUARY 20, 2024) AND LYNNE STRICKLAND (TERM TO EXPIRE ON MAY 31, 2024) TO FILL UNEXPIRED TERMS WITH THE OKTIBBEHA COUNTY HERITAGE COMMITTEE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the appointments of Dylan Karges (term to expire January 20, 2024) and Lynne Strickland (term to expire on May 31, 2024) to fill two unexpired terms with the Oktibbeha County Heritage Committee” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVAL OF THE SOLE APPLICANT FOR PROFESSIONAL ENGINEERING SERVICES FROM CLEARWATER CONSULTANTS, INC. FOR ALL AIRPORT RELATED PROJECTS AT GEORGE M. BRYAN FIELD FROM JUNE 1, 2023 THROUGH MAY 31, 2028.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the Sole Applicant for Professional Engineering Services from Clearwater Consultants, Inc. for all Airport Related Projects at George M. Bryan Field from June 1, 2023 through May 31, 2028” is enumerated, this consent item is thereby approved.

COMMUNITY DEVELOPMENT - PLANNING

The Planning Division of the Community Development Department performs project reviews and inspections for all developments within Starkville to promote quality, safety, usability, and compliance with the Unified Development Code.

SECTION 1: RECORDS REQUEST	
Zoning Verification Letter	\$30
Due Diligence Request / FOIA	\$30 per hour (estimate given prior to starting)
SECTION 2: SUBDIVISIONS*	
Major Subdivision	
Preliminary Plat	\$250 plus \$10 each lot
Final Plat	\$250 plus \$10 each lot
Minor Subdivision	
Final Plat	\$100
Condominium Plat	
New Condominium Plat	\$250 plus \$10 each unit
Conversion of Existing Building Condominium Plat	\$400 plus \$10 each unit
SECTION 3: PUBLIC HEARING**	
Rezoning	\$500
Planned Unit Development (PUD)	\$500
Use Exception	\$200
Special Exception	\$200
Variance	\$200 plus \$50 for each additional variance request
Variance for individual Single Dwelling Unit in any zoning district	\$100
SECTION 4: PUBLIC MEETINGS	
Conceptual Master Plan- Optional District*	\$200
Landscape Waiver	\$200 plus \$50 for each additional variance request
SECTION 5: DEVELOPMENT REVIEW COMMITTEE (DRC)	
Site Plan Review without Stormwater Review	\$150
Site Plan Review with Stormwater Review	\$300
Infrastructure Review without Stormwater Review	\$300
Infrastructure Review with Stormwater Review	\$500
Pre-Application Meeting	\$0
SECTION 6: OTHER	
Administrative Appeal	\$50
Sign Permit	\$25 + \$6.00 for each additional thousand or fraction thereof after \$1,000.
Banner Permit	\$25 per permit period
Telecommunication Facilities New	\$500
Telecommunication Facilities Upgrade to Existing	\$200
Portable Telecommunication Facilities	\$100
Certificate of Appropriateness	\$50
Special Event Fees	As adopted in the special events policy.

* No DRC Review fee required as part of request

** Reimbursement of cost of notification (legal ad and mailings) is also required

*** **Reimbursement of cost for all new 911 addresses**

COMMUNITY DEVELOPMENT - BUILDING

The Building Division of the Community Development Department performs project reviews and inspections for all private development within Starkville to promote and ensure quality, safety, usability, sustainability, and compliance in the built environment.

SECTION 1: ESTIMATED COST OF CONSTRUCTION (VALUATION)		
Commercial Construction Permit Fee		
\$2,500 to \$10,000,000 \$5,000,000	\$4.00 per \$1,000 valuation	
\$10,000,001 \$5,000,001 or more	\$40,000 \$20,000 + \$5.00 for each additional thousand or fraction thereof after \$10,000,000 \$5,000,000 .	
Residential Construction Permit Fee		
\$2,500 to \$5,000,000 \$1,000,000	\$3.00 per \$1,000 valuation	
\$5,000,001 \$1,000,001 or more	\$15,000 \$3,000 + \$4.00 for each additional thousand or fraction thereof after \$5,000,000 \$1,000,001 .	
SECTION 2: BUILDING PLAN REVIEW		
Plan Review for Commercial Construction	25% of Commercial Construction Permit Fee	\$250 (Limit)*
Plan Review for Residential Construction	25% of Residential Construction Permit Fee	\$100 (Limit)*
SECTION 3: GENERAL FEES		
Courtesy Inspection	\$25	
Land Disturbance for Residential Development	\$50	
Land Disturbance for Commercial Development	\$50 per Acre of disturbed area	
Certificate of Occupancy (New Business/Location)	\$50	
Certificate of Occupancy (Change of Name/Ownership)	\$25	
Demolition (Entire Structure)	\$50	
Demolition (Inside Structure Only)	\$25	
Printed Replacement Permit	\$5	
SECTION 4: REPEAT INSPECTIONS		
Re-Inspection	1 st Free 2 nd \$25 3 rd \$50 4 th \$75	
SECTION 5: TRADE INSPECTIONS		
Gas Inspection	\$20 per inspection/unit	
Residential Plumbing Inspection	\$20 for first 4 clusters + \$5 per additional plumbing cluster	
Commercial Plumbing Inspection	\$40 for first 4 clusters + \$5 per additional plumbing cluster	
New Mechanical Inspection	\$50	
Existing Mechanical Inspection	\$25	
New Electrical Inspection	\$50	
Existing Electrical Inspection (Residential Only)	\$25	
Electrical Inspection (Multi-Family)	\$25 per unit	
SECTION 6: RENTAL HOUSING		
Rental Housing Registration Fee	\$15 per rental housing unit	
Failure to Register Rental Housing Property	\$50 per unit/day	
SECTION 7: OTHER		
Accessory Structure	Based on estimated cost of construction permit fee	
Floodplain Development Permit	Residential Non-Residential/Mixed-Use/Multi-Family	\$100 \$200
Temporary Certificate of Occupancy	Residential Non-Residential/Mixed-Use/Multi-Family	\$100 \$250

FIRE

The Office of the Fire Marshal is the enforcement, educational, and informational arm of the City of Starkville Fire Department. The division performs site inspections, issues permits, enforces fire codes, and coordinates pre-fire planning for buildings and facilities within the city. The division is also responsible for conducting fire investigations to determine the origin and cause of all fires and provides public fire education to the citizens of Starkville.

SECTION 1: GENERAL		
Safety Inspection	\$25	
SECTION 2: SPRINKLER SYSTEMS		
Installation or Alteration of an Automatic Fire Sprinkler System and Standpipe System.	0 to 10,000 Square Feet	\$100
	10,001 to 100,000 Square Feet	\$150
	100,000 Square Feet and up	\$200
SECTION 3: FIRE DETECTION SYSTEMS		
Installation or alteration of fire detection system.	0 to 100 Square Feet	\$50
	101 to 200 Square Feet	\$100
	201 Square Feet and up	\$150
Installation or alteration of fire detection systems (excluding single family residential)	0 to 10,000 Square Feet	\$50
	10,001 to 100,000 Square Feet	\$100
	100,001 Square Feet and up	\$200
Installation or alteration of hood suppression systems, commercial kitchen hoods or other specialized cooking related equipment in kitchen applications	New	\$100
	Existing	\$50
SECTION 4: TEMPORARY STRUCTURES		
Use of temporary membrane structures and tents over 200 square feet (excluding tents used exclusively for recreational or camping purposes and funeral services) and canopies over 400 square feet.	Any	\$50
SECTION 5: TANKS, EQUIPMENT, AND DISPENSING STATIONS		
To install, construct, or alter tanks, equipment and fuel dispensing stations where flammable and/or combustible liquids are stored or dispensed.	Any	\$150
SECTION 6: BURN PERMITS		
Residential Burn Permit	\$3.00	
Commercial Burn Permit	\$200.00	

ENGINEERING

The Engineering Department’s Stormwater Management Division is responsible for services, programs, and projects that reduce pollution in Starkville’s waterways and address critical flooding and erosion issues that impact streets and private properties in order to preserve and protect life, support healthy natural resources, and complement sustainable growth for the vibrant Starkville community.

SECTION 1: CONSTRUCTION INSPECTION FEES		
Public roadway construction (includes subgrade, proof rolls, base, and surface) *	\$2.00	Per linear foot
Public roadway curb and gutter*	\$0.25	Per linear foot
Public storm drain lines	\$0.25	Per linear foot
Public storm drainage structures	\$3	Each
Public sidewalks	\$0.25	Per linear foot
Public water lines	\$0.25	Per linear foot
Public sewer lines	\$0.25	Per linear foot
Public sanitary sewer structures	\$3	Each
Aboveground Detention and Retention Ponds and outlet control structures	\$50	Each
Underground Detention Storage and outlet control structures	\$50	Each

**Also applies to private roadways that must be built to City Standards*

UTILITIES

Starkville Utilities is a municipally owned and operated electric and water utility serving more than 14,000 residences, businesses and industries in Starkville as well as the state's largest institution of higher learning, Mississippi State University. We strive to provide safe, low-cost, reliable service with a community-focused, personal touch.

SECTION 1: SCHEDULE OF FEES AND CHARGES

Connection Fee	\$25.00
Collection Fee	\$30.00
Returned Check/Credit Card Fee	\$40.00
Unauthorized Cut Seal Fee	\$100.00
Meter Tampering Charge	\$100.00
Electric Meter Test Fee	\$55.00
Meter Re-Read Fee	\$5.00
Reconnect Fee	\$30.00
Reconnect Fee (Service Crew)	\$100.00
After Hours Reconnect Fee	\$40.00
After Hours Reconnect Fee (Service Crew)	\$200.00

SECTION 2: RESIDENTIAL APPLICANTS

New Service Deposit	\$150.00
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SECTION 3: COMMERCIAL APPLICANTS

New Service Deposit	New service for commercial deposits shall be an amount equal to the higher of two months estimated usage or two times the highest month's usage of available history.
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Police & Courts

The Starkville Police Department is a national and state accredited agency. The purpose of law enforcement agency accreditation is to professionalize the law enforcement industry by providing a review process for agencies to be certified as operating under industry best practices and standards.

SECTION 1: PARKING	
Parked Over 2 Hours	\$25.00
Parked Opposing Traffic	\$40.00
No Parking Zone	\$40.00
Blocking Fire Plug	\$100.00
Handicap Parking Violation	\$200.00

SECTION 2: SPEEDING				
Speed	Code	Fine	Assessments	Total
0 to 10 mph	63-3-501	\$60.00	\$118.00	\$178.00
11 to 20 mph		\$65.00	\$128.00	\$193.00
21 to 30 mph		\$70.00	\$138.00	\$208.00
31 and above		\$99.00	\$148.00	\$247.00

SECTION 3: OTHER				
Offense	Code	Fine	Assessments	Total
Altered D/L	63-1-60	\$95.00	\$118.00	\$213.00
Careless Driving	63-3-1213	\$50.00	\$128.00	\$178.00
Child Restraint	63-7-301	\$25.00	\$118.00	\$143.00
DUI 1 st	63-11-30	\$750.00	\$361.00	\$1,111.00
DUI 2 nd	63-11-30	\$900.00	\$361.00	\$1,261.00
Fail to yield blue lights & siren	63-3-809	\$60.00	\$118.00	\$178.00
Fail to yield right of way	63-3-1003	\$60.00	\$118.00	\$178.00
Failure to Dim	63-7-33	\$60.00	\$118.00	\$178.00
Following too close	63-3-619	\$60.00	\$118.00	\$178.00
Improper equipment	63-7-1	\$60.00	\$118.00	\$178.00
Improper turn	63-3-703	\$60.00	\$118.00	\$178.00
Leaving the scene/accident	63-3-401	\$185.00	\$118.00	\$303.00
No Headlights	63-7-11	\$60.00	\$118.00	\$178.00
No Helmet	63-7-64	\$60.00	\$118.00	\$178.00
No or expired license	63-1-5	\$425.00	\$118.00	\$543.00
No or improper tag	27-19-131	\$90.00	\$139.25	\$229.25
No insurance	63-15-4	\$100.00	\$338.00	\$438.00
No seat belt	63-2-1	\$25.00	\$27.00	\$52.00
No truck zone	27-153	\$70.00	\$118.00	\$188.00
Obstructing Traffic	97-35-25	\$70.00	\$118.00	\$188.00
Passing stopped school bus	63-3-615	\$310.00	\$118.00	\$428.00
Ran red light / stop sign	63-3-309	\$60.00	\$118.00	\$178.00
Reckless driving	63-3-1201	\$99.00	\$128.00	\$227.00
Suspended D/L	63-1-57	\$425.00	\$118.00	\$543.00
Suspended D/L 2 or more	63-1-57	\$500.00	\$118.00	\$618.00
Suspended D/L, DUI	63-11-40	\$475.00	\$361.00	\$836.00
Switched tag	27-19-131	\$100.00	\$139.25	\$239.25
Tint law	63-7-59	\$100.00	\$118.00	\$218.00
Wrong way on one way	63-3-605	\$60.00	\$118.00	\$178.00

SECTION 3: OTHER (CONTINUED...)				
Offense	Code	Fine	Assessments	Total
Concealed weapon	97-37-1	\$375.00	\$169.25	\$544.25
Disorderly conduct breach of peace	97-35-7	\$275.00	\$169.25	\$444.25
Disorderly conduct fail to obey	97-35-7	\$425.00	\$169.25	\$594.25
Disorderly conduct w/ business	97-35-5	\$425.00	\$169.25	\$594.25
Disturbing the peace	97-35-15	\$275.00	\$169.25	\$444.25
False identifying information	97-9-79	\$525.00	\$169.25	\$694.25
Gambling	97-33-1	\$175.00	\$169.25	\$344.25
Larceny less than trespass	97-17-61	\$500.00	\$169.25	\$669.25
Littering	97-15-29	\$150.00	\$139.25	\$289.25
Loud music in vehicle – DTP	97-35-13	\$275.00	\$169.25	\$444.25
Petit larceny	97-17-43	\$500.00	\$169.25	\$669.25
Possession alcohol by minor	67-1-81(2)	\$250.00	\$169.25	\$419.25
Possession marijuana	41-29-139	\$250.00	\$169.25	\$419.25
Possession marijuana in vehicle	41-29-139	\$775.00	\$169.25	\$944.25
Possession open container	1997-02; sec	\$125.00	\$169.25	\$294.25
Possession paraphernalia	41-29-139	\$275.00	\$169.25	\$444.25
Public drunk	97-29-47	\$100.00	\$169.25	\$269.25
Public profanity	97-29-47	\$100.00	\$169.25	\$269.25
Resisting arrest	97-9-73	\$275.00	\$169.25	\$444.25
Shoplifting 1 st	97-23-93	\$750.00	\$169.25	\$919.25
Shoplifting 2 nd	97-23-93	\$950.00	\$169.25	\$1119.25
Simple assault	97-3-7	\$425.00	\$169.25	\$594.25
Soliciting without a permit	75-85-19	\$150.00	\$169.25	\$319.25
Trespassing	97-17-97	\$275.00	\$169.25	\$444.25

Fees with a code reference are subject to change by Mississippi State Law.

SECTION 4: SIGNAGE WITHIN THE RIGHT OF WAY	
Signage Placed within Right-of-Way or on City Infrastructure	\$25.00 per Occurrence

FINANCE AND ADMINISTRATION

The Department of Finance and Administration is the office of the Director of Finance/City Clerk. Appointed by the Mayor and Board of Alderman, the Clerk is the custodian of the City's Official Seal and responsibility as record keeper of the Official Minutes of the Mayor and Board of Alderman, City Ordinances and all public records relating to City Government. The Department is the "Financial Hub of the City" which oversees the collections of all City funds and the administrator of the City's Municipal Budget.

SECTION 1: GOLF CART REGISTRATION

New Golf Cart Registration	\$100.00
Replacement Golf Cart Registration Decal	\$5.00

SECTION 2: GENERAL

Privilege Licenses	See Mississippi §27-17-9
Temporary Vendor Applications	See Mississippi §21-19-35
Vehicle for hire (Taxi) operator's licenses	See Mississippi §21-27-131
Bus Drivers License	See Mississippi §21-27-151
Document Filing Fee (MDAH)	See Mississippi §25-60-1
Records Request (Freedom of Information Act)	\$30 per hour (estimate given prior to starting)

Fees with a code reference are subject to change by Mississippi State Law.

SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT

The Sanitation and Environmental Services Department collects residential garbage and provides commercial dumpster service within the city. The city consists of two collection zones which focus on solid waste services for our residential customers.

SECTION 1: CONTAINER SCHEDULE FEE						
Container Size	1-Weekly	2-Weekly	3-Weekly	4-Weekly	5-Weekly	6-Weekly
2 Cubic Yards	\$45	\$85	\$125	\$165	\$205	\$245
4 Cubic Yards	\$60	\$120	\$180	\$240	\$300	\$360
6 Cubic Yards	\$80	\$160	\$240	\$320	\$400	\$480
8 Cubic Yards	\$100	\$200	\$300	\$400	\$500	\$600

Commercial sanitation fees are charged monthly.

SECTION 2: RATES	
Commercial Rates	
Basic Commercial Pickup	\$30.00
Residential Rates	
Basic Residential Pickup	\$17.75 \$19.50
Landfill Fee	\$1.50

SECTION 3: PICKUP FEE FOR PERSONS WITHOUT AN ACTIVE ACCOUNT	
Single-time Trash Pickup	\$200.00*

*Items picked up are done so at the discretion of the Sanitation Director or their designee and are subject to Section 8.1 of the Municipal Code of Ordinances.

AIRPORT

Starkville / Oktibbeha County Airport is a city-owned, public-use airport located three nautical miles southwest of the central business district of Starkville. The airport, also known as George M. Bryan Field, was named in honor of World War II veteran and Starkville native George Martin Bryan.

SECTION 1: GENERAL

Repair Callout Fee (After Hours)	\$75.00
Temporary Hanger Use (Overnight)	\$25.00

7. CONSIDERATION OF THE LOWEST QUOTE FOR CORPORATE HANGAR ELECTRICAL AND RELATED WORK FROM DOUG MARTIN IN THE AMOUNT OF \$41,500.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote for corporate hangar electrical and related work from Doug Martin in the amount of \$41,500.00” is enumerated, this consent item is thereby approved.

Two quotes received: Doug Martin for \$41,500.00 and Doss Electric for \$48,287.00.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the calling for two public hearings for amending the Unified Development Code” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF THE APPROVAL FOR LYLE MECASKEY TO TRAVEL TO THE HISTORIC PRESERVATION DIVISION OF THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY’S “HISTORIC PRESERVATION BOOT CAMP”.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Lyle McCaskey to travel to the Historic Preservation Division of the Mississippi Department of Archives and History’s “Historic Preservation Boot Camp at a cost not to exceed \$300 with advance registration”” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF COA 23-02: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 404 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of COA 23-02: a request for a Certificate of Appropriateness at 404 Greensboro Street in the Greensboro Historic District to add an addition to the existing single-story home, add an attached garage, and add a pool house to the property with the pool house to be open air and classified as an accessory structure” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO EXECUTE AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY TO COMPLETE THE SPRING STREET AND MS HWY 12 PEDESTRIAN IMPROVEMENTS PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of an Interlocal Agreement with Mississippi State University and Oktibbeha County to complete the Spring Street and MS Hwy 12 Pedestrian Improvements Project” is enumerated, this consent item is thereby approved.

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
STARKVILLE, MISSISSIPPI, OKTIBBEHA COUNTY AND MISSISSIPPI STATE UNIVERSITY
FEDERAL AID PROJECT NO. STP-0420-00 (026) LPA/ 109194-701000**

This INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is executed by and between STARKVILLE, MISSISSIPPI (the "City"), OKTIBBEHA COUNTY (the "County") and MISSISSIPPI STATE UNIVERSITY (the "University") effective as of the ____ day of _____, 2023.

WITNESSETH

WHEREAS, Miss. Code Ann. § 17-13-7 authorizes local governmental units of the State to contract with one another for joint or cooperative action to provide services and facilities; and

WHEREAS, the City, the University and the County (sometimes collectively "the Parties") are authorized to enter into this Agreement pursuant to Miss. Code Ann. § 17-13-7, and independently and cooperatively to exercise the power, authority and responsibility to engage in the functions and perform the services outlined below; and

WHEREAS, the City, the University, and the County have committed to work cooperatively to pursue multi-phased opportunities for pedestrian improvements along Spring Street from the Locksley Way intersection to the Russell Street Intersection including multi-use paths, sidewalks, bike lanes, Complete Streets, and other pedestrian accessibility improvements ("Spring Street Project");

WHEREAS, the Parties have determined that it is in their best interest to take action as may reasonably be necessary to facilitate and accelerate the construction of the Spring Street Project because it will provide and improve pedestrian and alternative transportation routes in their jurisdictions; and

WHEREAS, the City has applied for and received Federal Transportation Alternative Funds to design and construct a segment of the Spring Street Project at the intersection of Spring Street and MS Highway 12 ("Spring Street & MS Highway 12 Pedestrian Improvements Project" or "Project"); and

WHEREAS, the City, the University, and the County desire to enter into this Interlocal Agreement for the purpose of funding the Project; and

WHEREAS, the City reasonably estimates that the total cost of designing and constructing the multi-use path will be approximately \$580,000.00, with \$400,000.00 coming from Federal Transportation Alternative Funds and the remainder of the cost being split between the Parties; and

WHEREAS, the Parties have found that the construction of the Project is feasible, beneficial, and within the financial resources of the Parties, and will benefit the Parties, and in turn, the general public; and



WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their benefit; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

1. **PURPOSE.** This Agreement establishes the protocol and defines the responsibilities and obligations of the Parties in connection with their joint and cooperative efforts to complete the Project. The City proposes to construct the Project with federal funds outlined above. The Parties agree to split the remaining costs as outlined below. The City will oversee all aspects of the construction of the project.

2. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A. The City agrees as follows:

1. To conform throughout the Project to appropriate details and requirements of all applicable state and federal laws.
2. To complete design plans for the Project. This will include all activities and documents normally associated with design of a federal transportation alternatives project.
3. To provide construction management for the Project.
4. To advertise for bids, receive bids, open bids, and award a contract or contracts for construction of the Project.
5. To administer the Project construction contract or contracts, including making all payments to the contractors, and to complete the construction of the Project with other legally available funds of the City.
6. To manage the engineering, bidding, and construction process in a manner that furthers the purpose of this Agreement.
7. To provide an equal one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus one-third (1/3) share of preliminary engineering costs.
8. To require the Project contractor to: (1) list the University and County as a "co-owner" on the Project performance bond; and (2) execute a Letter of Assurance in favor of the University and County.

B. The University hereby covenant, warrant and agree as follows:

1. To assist the City in every reasonable and appropriate manner by providing the City with financial, statistical, and other records and reports as may be requested or required by state and federal

regulations or guidelines for the Project.

2. To provide one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-third (1/3) share each of preliminary engineering costs.

C. The County hereby covenant, warrant and agree as follows:

1. To assist the City in every reasonable and appropriate manner by providing the City with financial, statistical, and other records and reports as may be requested or required by state and federal regulations or guidelines for the Project.
2. To provide one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-third (1/3) share each of preliminary engineering costs.

3. **AMENDMENTS.** This Agreement may only be amended in writing as mutually agreed upon by the Parties.

4. **DISPOSITION OF PROPERTY.** Throughout the operation of this Agreement, and following its expiration, all property attendant to the Project shall remain the property of the original owner.

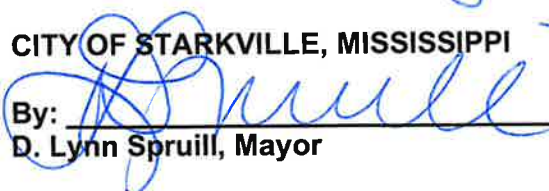
5. **SEVERABILITY.** Should any provision of this Agreement be found to be unconstitutional, or otherwise contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

6. **AUTHORITY.** Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Miss. Code Sec. § 17-13-7, Miss. Code Sec. § 37-101-15, Miss. Code Sec. § 21-17-1(8) & (10), and Miss. Code Sec. § 21-37-3.

7. **DURATION.** The Agreement will not become effective until the date it has been approved by the Attorney General's Office and filed with the Secretary of State. The Agreement shall remain in effect until completion of the Project.

SO EXECUTED AND AGREED THIS 3rd DAY OF May, 2023.

CITY OF STARKVILLE, MISSISSIPPI

By: 
D. Lynn Spruill, Mayor

MISSISSIPPI STATE UNIVERSITY, MISSISSIPPI

By: _____
Dr. Mark Keenum, President

OKTIBBEHA COUNTY, MISSISSIPPI

By: Charles Trainer

12. CONSIDERATION OF APPROVING THE PROPOSAL FROM NEEL SCHAFER, INC TO CONDUCT AN ENVIRONMENTAL ASSESSMENT FOR THE MAIN STREET IMPROVEMENTS PROJECT FOR A PROPOSED FEE OF \$34,500.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the proposal from Neel Schaffer, Inc. to conduct an environmental assessment for the Main Street Improvements Project for a proposed fee of \$34,500.00” is enumerated, this consent item is thereby approved.

13. CONSIDERATION ACCEPTING THE LOWEST QUOTE OF \$11,900.00 FROM GEVEKO MARKINGS TO FURNISH MATERIALS AND ASSIST THE STREET DEPARTMENT IN INSTALLING A THERMOPLASTIC INTERSECTION DESIGN AT THE INTERSECTION OF CORNERSTONE BOULEVARD AND BATTER’S BOULEVARD.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of accepting the low quote from Geveko Markings to furnish materials and assist the Street Department in installing a thermoplastic intersection design at the intersection of Cornerstone Boulevard and Batter’s Boulevard” is enumerated, this consent item is thereby approved.

Two quotes: Geveko Markings - \$11,900 and Ennis-Flint, Inc. (ARCON) - \$73,149

14. CONSIDERATION TO ACCEPT THE LOW BID FOR A USED 2014 INTERNATIONAL WORKSTAR DUMP TRUCK FROM ELLIS TRUCK & EQUIPMENT SALES, LLC FOR THE STREET DEPARTMENT IN THE AMOUNT OF \$87,800.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest bid for a used 2014 International Workstar dump truck from Ellis Truck & Equipment Sales, LLC for the Street Department in the amount of \$87,800.00” is enumerated, this consent item is thereby approved.

Bids received:

Ellis Truck & Equipment Sales, LLC	59,000 miles, 2014 model-	\$ 87,800.00
Commercial Truck Trader	495,000 miles 2013 model -	\$ 90,000.00

15. APPROVAL OF CHANGE ORDER #1 (SUMMARY CHANGE ORDER) TO INCREASE THE CONTRACT SUM BY \$9,527.75 TO POWELL CONSTRUCTION SERVICES, INC. FOR THE LOUISVILLE STREET LIGHTING.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #1 (Summary Change Order) to increase the contract sum by \$9,527.75 to Powell Construction Services, Inc.” is enumerated, this consent item is thereby approved.



Contract Administration

G701 Change Order

(Instructions on the reverse side)

Distribution List:

Owner X
Architect X
Contractor X
Field _____
Other _____

PROJECT (Name and address):

Construction of Construction of Louisville Street
Traffic Signal Improvements

TO CONTRACTOR (Name and address):

Powell Construction Services, Inc.
18112 Highway 57
Vanceleave, Mississippi 39565

CHANGE ORDER NUMBER: 001 (Final)

DATE: March 13, 2023

ARCHITECT'S PROJECT NUMBER: 101E3140

CONTRACT DATE: October 19, 2023

CONTRACT FOR: Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Refer to Exhibit "A".

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 250,829.75
The net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 250,829.75
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged)	250,829.75
by this Change Order in the amount of	CAW 4/24/23
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 9,527.75
The Contract Time will be (increased) (decreased) (unchanged) by _____ () days.	\$ 260,357.50
The date of Substantial Completion as of the date of this Change Order therefore is	March 7, 2023

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Atwell & Gent, P.A.
ARCHITECT (Firm name)
309 University Drive
ADDRESS
Starkville, MS 39759
BY (Signature)
Jeffrey Atwell
(Typed name)
03/13/2023
DATE

Powell Construction Services, Inc.
CONTRACTOR (Firm name)
18112 Highway 57
ADDRESS
Vanceleave, MS 39565
BY (Signature)
William E. Powell
(Typed name)
3/16/2023
DATE

City of Starkville
OWNER (Firm name)
City Hall, 110 West Main Street
ADDRESS
Starkville, MS 39759
BY (Signature)
Lynn Spruill
(Typed name)
5-2-2023
DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures changes will not be obscured.

AIA Document G701 Change Order © 2001 The American Institute of Architects • Washington, DC • www.aia.org • WARNING: Reproduction, unlicensed photocopying or substantial quotation of the material herein without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

**CONSTRUCTION OF LOUISVILLE STREET TRAFFIC SIGNAL IMPROVEMENTS
STARKVILLE UTILITIES
STARVKILLE, MISSISSIPPI**

**EXHIBIT "A"
PROJECT NO.: 101E3140
MARCH 13, 2023**

- A. Add and delete Work on the attached Change Order Detail Sheet as directed during construction of the project by Work Change Directive and Field Order. **This change INCREASES the Contract Sum by \$9,527.75.**

Change Order No. 1 Detail Sheet

Pay Item	Description	Unit	Units Added	Units Deleted	Unit Price	Total Price
634-C005	Pole Foundations, Class "B" Concrete		12.5		\$1,050.00	\$13,125.00
635-A076	Traffic Signal Heads, Type 6 LED Countdown		1		\$225.00	\$225.00
636-B016	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5-Conductor	LF	1841		\$7.25	\$13,347.25
636-B017	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 7-Conductor	LF	1424		\$9.00	\$12,816.00
636-B051	Electric Cable, Underground in Conduit, AWG 6, 3-Conductor	LF	45		\$12.00	\$540.00
636-B016	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5-Conductor	LF		3525	\$4.50	(\$15,862.50)
636-B017	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 7-Conductor	LF		1600	\$5.50	(\$8,800.00)
636-B051	Electric Cable, Underground in Conduit, AWG 6, 3-Conductor	LF		140	\$8.25	(\$1,155.00)
637-A002	Pullbox Enclosure, Type 2, Tier 22	EA		2	\$1,595.00	(\$3,190.00)
637-A003	Traffic Signal Conduit, Underground, Type 4, 1-1/4"	LF		75	\$11.00	(\$825.00)
637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	127		\$12.00	\$1,524.00
637-C030	Traffic Signal Conduit, Underground, Type 4, 3"	LF		53	\$16.00	(\$848.00)
637-D002	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	LF		26	\$18.00	(\$468.00)
637-D003	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	LF		32	\$25.00	(\$800.00)
639-C001	Type 1 Optical Detector Cable	LF		238	\$1.00	(\$238.00)
639-E001	Video Vehicle Detection Cable	LF		238	\$1.00	(\$238.00)
645-B001	Accessible Pedestrian Detection Assembly	EA	1		\$375.00	\$375.00
	Total - Change Order No. 1					\$9,527.75

16. APPROVAL TO ACCEPT A \$155,000 ASSISTANCE TO FIREFIGHTERS GRANT TO PURCHASE 48 SETS OF LION V-FORCE TURNOUT GEAR AT STATE CONTRACT #8200067053 FROM NAFECO WITH A CITY MATCH OF \$20,800.87.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept a \$155,000 Assistance to Firefighters Grant to purchase 48 sets of Lion V-Force Turnout gear at State Contract #8200067053 from Nafeco with a city match of \$20,800.87” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE NICHOLAS PEARSON AS A CERTIFIED FIREFIGHTER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Nicholas Pearson as a Certified Firefighter” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE EVAN WARE AS A WATER TECHNICIAN FOR THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Evan Ware as a Water Technician for the Utilities Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO HIRE ANDREW MCDANIEL AS LEAD GROUNDS TECHNICIAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Andrew McDaniel as Lead Grounds Technician in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF TO HIRE TYREZ WADE AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Tyrez Wade as a Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO THE DISCIPLINE ACTION RECOMMENDED BY SANITATION AND ENVIRONMENTAL SERVICES DIRECTOR CHRIS SMILEY AS A RESULT OF I.A. #05022023 FOR A STARKVILLE SANITATION WORKER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the discipline action recommend by Sanitation and Environmental Services Director Chris Smiley as a result of I.A. #05022023 for a Starkville sanitation worker” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO APPROVE A SERVICE AGREEMENT WITH CHRIS MITCHELL CONSULTANTS FOR FINANCIAL REVIEW AND SERVICES FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$18,250.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a service agreement with Chris Mitchell Consultants for financial review and services for the electric division in the amount of \$18,250.00 ” is enumerated, this consent item is thereby approved. The agreement follows this page.

Service Agreement

Chris Mitchell Management Consultants (CMMC)

provides selected services listed below to:

Starkville Electric System

Term of service agreement: signing date to June 30, 2024

Description of Services Available	Additional Available Services	Selected Services
Long Term Financial Forecast & Analysis – includes financial statements, graphs, financial indicators, case analysis		\$3,200
Incorporate Fiber Business into Long Term Financial Analysis	\$1,000	
Special Request Work		\$500
EV Retail Rate Development	\$400	
Flexibility Option - Solar Analysis	\$1,000	
Wholesale Rate Structure		
Review/Analysis of Monthly Wholesale Bill - includes Coincident Peak Analysis - \$500 per quarter		\$2,400
Analysis of Results/Impacts from TVA's Next Rate Changes being Discussed	\$1,000	
Analysis of TVA Pole Attachment Regulatory Guidance - includes specific impacts to LPC		\$400
Cost of Service (COS)		
Cost of Service Study - formal document supporting rate actions	\$4,500	
Review/Analysis of Monthly Class Load Data - \$150 per month	\$1,800	
Review/Analysis of Monthly Individual GSA 3 Load Data - \$400 per month	\$4,800	
Review/Analysis of Monthly Non-Standard Service Customers - \$50 per month		\$600
Retail Rates – all include development of package for Distributor to send to TVA		
Distributor Retail Rate Adjustment		\$1,250
Power Cost Adjustment and Retail Rate Adjustment related to Pandemic Credit Change		\$900
Development of Custom Retail Rates supporting the TVA's Grid Access Charge structure	\$3,000	
Development of Custom EV Rate	\$1,500	
Monthly Margin Analysis - \$500 per quarter		\$2,400
Formal Reconciliation of Retail Rates - provided prior to October & adjusted as need through year		\$400
Comparison of Distributor Stats - includes retail rates, load factor, coincident peak and other stats		\$1,000
Meetings		
Management Team meetings - (\$500 per meeting, four meetings assumed) - by video		\$2,000
Management Team meetings - (\$700 per meeting, one meetings assumed) - in person	\$900	
Board / City Council meetings - (\$900 per meeting, one meeting assumed) - in person	\$900	
Prep of material for Board Meeting - (\$500 per meeting, one meetings assumed)	\$500	
General Support – provide on-going support on developing issues; attend Rates & Contracts (R&C) meetings; provide R&C summaries, travel expenses, meeting materials; development of new products		\$3,200

Total Service Agreement Value

\$18,250

Tasks added to the contract after signing will be billed at a rate of \$150 per hour.

All services (except General Support, Travel, Meeting Materials) will be billed when completed product is delivered by CMMC.

Mailing address for payment:

Chris Mitchell Management Consultants (CMMC)

P.O. Box 396

Norris, TN 37828

Distributor Signature: _____

CMMC Signature: _____

Edward C. King 5/3/23
Chris Mitchell 4/10/2023

23. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM FLUID PROCESS AND PUMPS, LLC TO PURCHASE A DRY PIT PUMP FOR THE SHERWOOD 1 LIFT STATION IN THE AMOUNT OF \$15,289.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Fluid Process and Pumps, LLC to purchase a dry pit pump for the Sherwood 1 lift station in the amount of \$15,289.00” is enumerated, this consent item is thereby approved.

Two quotes: Fluid Process and Pumps, LLC - \$15,289.00 and Gulf States Engineering Co., Inc.-\$16,776.00

24. CONSIDERATION OF TO APPROVE DNA UNDERGROUND, LLC CHANGE ORDER #1 TO ADD 21 CALENDAR DAYS AND A PRICE INCREASE OF \$4,158.00 FOR THE MAIN STREET WATER AND SEWER IMPROVEMENTS PROJECT FOR SEWER CASTINGS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #1 to add 21 calendar days and a price increase of \$4,158.00 for the Main Street Water and Sewer Improvements Project for sewer castings” is enumerated, this consent item is thereby approved. The Change Order follows this page.

25. CONSIDERATION TO APPROVE UTILITY MAINTENANCE SPECIALISTS, INC. AS THE PREFERRED VENDOR FOR SUBSTATION AND MAINTENANCE TESTING SERVICES IN THE AMOUNT OF \$163,590.00 OVER TWO YEARS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Utility Maintenance Specialists, Inc. as the preferred vendor for substation and maintenance testing services in the amount of \$163,590.00 over two years” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF GARVER CHANGE ORDER #2 TO ADD 75 CALENDAR DAYS AND A PRICE INCREASE OF \$57,040.00 FOR THE 2022 STARKVILLE SEWER REHAB: GREEN OAKS & ROLLING HILLS PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Change Order 2 to add 75 calendar days and a price increase of \$57,040.00 for the 2022 Starkville Sewer Rehab: Green Oaks & Rolling Hills project” is enumerated, this consent item is thereby approved.

The Garver Change Order #2 follows Change Order #1 to DNA Underground, LLC.

Change Order

No. 1

Date of Issuance: 5/2/23

Effective Date: 5/2/23

Project: Main and Lampkin Water and Sewer Improvements	Owner: City of Starkville	Owner's Contract No.: 229003
Contract: Main and Lampkin Water and Sewer Improvements		Date of Contract: 03/07/23
Contractor: DNA Underground, LLC		Engineer's Project No.:

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

Description:

Sewer Castings

Reason for Change Order: Addition of time and money for change to sewer manhole castings originally specified.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$2,461,000.00

Increase from previously approved Contract to No. 1:

\$0.00

Contract Price prior to this Change Order:

\$2,461,000.00

Increase of this Change Order:

\$4,158.00

Contract Price incorporating Change Order:

\$2,465,158.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 240

Ready for final payment (days or date): 270

Increase from previously approved Change Orders to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 240

Ready for final payment (days or date): 270

Increase of this Change Order:

Substantial completion (days or date): 21

Ready for final payment (days or date): 21

Contract Times with all approved Change Orders:

Substantial completion (days or date): 261

Ready for final payment (days or date): 291

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By:  _____
Owner (Authorized Signature)

Date: 5-2-2023

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____



2111 Parkway Office Circle
Suite 100
Birmingham, AL 35244
TEL 205.443.3080
FAX 205.313.6564

www.GarverUSA.com

Contract Change Order

CHANGE NO.: 002

CONTRACTOR: SUNCOAST INFRASTRUCTURE, INC.

OWNER: STARKVILLE UTILITIES PROJECT NO.: 21W10050

PROJECT: 2022 STARKVILLE SEWER REHABILITATION

ENGINEER: GARVER

REFERENCE TO: Spec No: N/A Dwg. No: GO-07

REQUESTED BY: SUNCOAST INFRASTRUCTURE, INC. DATE: 4/24/2023

The following modification(s) to the Contract are hereby requested (use additional pages if required):

Addition of three (3) pay items for work needed to complete the replacement of two gravity lines through directional drilling methods. The cost of this change order is \$57,040.00.

75 calendar days of additional contract time.

Reason for Modification(s) Request:

It was discovered that two (2) line segments between Cypress Rd and Ponderosa Rd are unable to be CIPP lined due to their condition. Extensive repairs would be needed to bring the lines to condition to be able to be lined. As an alternate, complete replacement is being proposed. Due to the location of these lines, open cut replacement is not feasible with the location of the line segments between two houses. Directional drilling is being proposed with the existing line being abandoned in place following the direction drill.

19 weather days that have been recorded over the number of allotted days within the contract. 56 days associated with the directional drill change order for material purchasing, mobilization, and completion of the work.

Attachments (List Supporting Documents):

Suncoast's Change Order Proposal and Time Extension Request

CCO Proposed Amount		Proposed Contract Times	
☒ Add	☐ Deduct	☒ Add	☐ Deduct
\$ 57,040.00		☐ N/A	Days: 75
Owner	Engineer	Contractor	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	
Date: <u>5-2-2023</u>	Date: <u>04/24/2023</u>	Date: <u>04/25/2023</u>	

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill recognized Starkville Firefighter Stephen Boren for his rescue while off duty of an individual from a burning home. She then complimented everyone for the recent Starkville Derby in the Cotton District and hoped to see the event become an annual event in Starkville.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked Starkville Utilities and this Mayor and Board for all the work that has been done in the Green Oaks area.

Alderman Rupp thanked Edward Kemp for speaking to the Main Street Association recently explaining the upcoming work to be done along Main Street.

Alderman Vaughn asked for a Hwy 182 / Build Grant update at an upcoming work session.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated he would like to see fewer cars parking on Cedar Creek Lane. He also noted summer is coming and that the youth out of school needed to stay out of trouble.

Simon Ward of Sand Hill Road asked that the road be paved soon and that the residents would like to be on City of Starkville water and wastewater services.

Mayor's Youth Council members thanked the sponsors of the youth council and invited all to purchase tickets to the annual pancake breakfast to be held May 6, 2023 from 7:30 am to 9:30 am at Walk Ons.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING THE SANITATION ORDINANCE TO REFLECT OPERATIONS AND CHARGES TO COMMERCIAL ACCOUNT AND NON-ACCOUNT HOLDERS.

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

27. MOTION TO AMEND THE SANITATION ORDINANCE TO REFLECT OPERATIONS AND CHARGES TO COMMERCIAL ACCOUNT AND NON-ACCOUNT HOLDERS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, for the Board of Aldermen to amend the Sanitation Ordinance to reflect operations and charges to commercial account and non-account holders, 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.

8 - Health And Sanitation

8.1 - Solid Waste

8.1 - Solid Waste

8.1.01 - Property Maintenance

8.1.02 - Collection Required; Collection Contractor

8.1.03 - Containers

8.1.04 - Points Of Collection

8.1.05 - Frequency Of Collection

8.1.06 - Container Pad Requirements

8.1.07 - Prohibited Acts

8.1.08 - Collection Regulations

8.1.09 - Maintenance And Protection Of Containers

8.1.10 - Transportation Of Solid Waste

8.1.11 - Certain Wastes Unsuitable For Collection

8.1.12 - Unlawful Accumulation And Placement Of Solid Waste

8.1.13 - Establishment Of Rates, Deposits, Fines And Penalties

8.1.14 - Responsibility Of Payment Of Charges

8.1.15 - Location And Screening Of Solid Waste Containers

8.1 - Definitions

8.1.01 - Property Maintenance

All residential customers, property owners and all business, commercial or industrial establishments within the city shall be responsible for picking up and placing in containers, any and all solid waste which may accumulate on the premises of such customers, property owners or establishments.

- A. **Accumulations of metal cans.** No person shall at any time permit metal cans to accumulate on his premises. No cans shall be placed in the city sponsored containers unless they are free from putrid substances. The city or its contractor will at regular intervals remove the cans from sponsored or designated pickup sites and dispose of them in a proper manner. Whenever possible, the city will pick up cans through its curbside recycling program.
- B. **Accumulations of newspapers.** No person shall at any time permit newspapers or similar newsprint products to accumulate on his/her premises. The sanitation division or its contractor shall provide metal containers at suitable locations around the city for the collection of newsprint materials. ~~Whenever possible, the city will pick up newspapers through its curbside recycling program.~~
- C. **Accumulations of paper boxes or similar containers.** Any person operating a business establishment within the city where paper or cardboard boxes or other paper or fiber containers are used shall not permit the boxes to accumulate on the premises and shall ~~dispose of them in the refuse containers provided by the city or the city's contractor or shall~~ contract as appropriate for their removal from the premises of the business establishment.
- D. **Accumulations of refuse; noxious vegetation; unlawful dumping.** The existence of excessive accumulation or untended growth of weeds, undergrowth

or other dead, or living plant life; or stagnant water, rubbish, garbage, refuse, debris, trash, including but not limited to household furnishings, and all other objectionable, unsightly or unsanitary matter upon any lot, tract, parcel of land, or the streets adjacent to the land, within the city be it uncovered or under open shelter, to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare, or may reasonably cause disease, or adversely affect and impair the economic welfare of adjacent property, or any other objectionable, unsightly substance or material tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives and/or welfare of the citizens of the city, is hereby prohibited and declared to be a public nuisance and unlawful.

It shall be unlawful for any person to cause or permit junk, scrap metal, scrap lumber, wastepaper products, discarded building materials, or any abandoned parts, machinery or machinery parts, garbage, trash or other waste materials to be in or upon any yard, garden, lawn, outbuildings or premises owned, rented, leased or otherwise occupied by him/her in the city unless in connection with a business enterprise lawfully situated and licensed for the same.

It shall be unlawful for the owners or occupants of any land or premises in the city to permit the excessive growth of weeds and other noxious plants on the land.

It shall be unlawful for any person to cause or permit dumping of refuse, waste, trash or garbage on abandoned or vacant property anywhere in the city unless the site has been posted by the city as an approved dump site.

- E. **Correction of violations.** The city shall have the power to enter upon private property, at reasonable times with probable cause, to investigate conditions relating to provisions of this article. Whenever, in the opinion of the sanitation and environmental services department head or the building code or code enforcement official, the owner or occupant of any property in the city has violated any of the provisions of this section, the aforementioned authorities, via the code enforcement officer, shall give seven calendar days' notice in writing to the owner, if his address can be ascertained by reasonable diligence, and, if not, by posting it in a conspicuous place on the property, requiring the owner or occupant to remove immediately or prevent the offending condition described in the notice. On failure of the owner or occupant to do so within the seven-day period, he shall be in violation of this section and subject to the penalties provided through a Bard of Aldermen approved fee and fine schedule in this Code, and the city may also correct the offending condition at the owner's or occupant's expense and in accordance with the applicable MS Code § 21-19-11. If the accumulation of refuse is such that it creates an immediate hazard and nuisance to the public and exists in the public right of way adjacent to such property then the city may remove, invoice and collect from the property owner for services rendered under MS Code §21-19-2 (3).

8.1.02 - Collection Required; Collection Contractor

- A. The city shall collect, or cause to be collected through issuance of a negotiated contract, all solid waste and recyclable materials (as market conditions allow) at regular intervals to be determined by the city. All solid waste in the business section of the city shall be collected and disposed of at regular intervals. All solid waste associated with vacant properties not establishing an account with Starkville Utilities whether residential or business will be responsible for the pickup and disposal of all waste generated or associated with such property. The owner or operator of each business establishment shall be required to pay the expenses of collecting and disposing of that solid waste. All residents, occupants or owners of residential premises in the city shall be required to have accumulations of solid waste removed and disposed of by the city or its contractor. The owner or operator of each business establishment shall be required to dispose of all solid waste at regular intervals whether by the city through Starkville Sanitation and Environmental Services through an account with Starkville Utilities for such service or an independent contractor for hire engaged by the business owner or operator. After due notice and continued non-compliance, the SES will pick up rubbish and issue an invoice to the property owner of record in accordance with MS Code §21-19-2 (3).
- B. No contractor shall collect or convey over any of the streets or alleys of the city or dispose of any refuse accumulated in the city without a privilege license issued by the city. This subsection shall not prohibit the actual producers of refuse or the owners of premises upon which refuse has accumulated from personally collecting, conveying and disposing of the refuse, provided the provisions of this Code are complied with. This subsection shall not prohibit collectors of refuse from outside the city from hauling the refuse over city streets; however, such collectors must comply with this Code and with all other laws and ordinances governing such transport.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.03 - Containers

- A. **Compaction of refuse.** Prior to depositing refuse for collection in garbage containers or commercial containers, the owner or other person depositing such refuse shall collapse all cardboard boxes and other items which can reasonably be reduced in size. Whenever possible such deposit should be made to the recycling bins available for such use.
- B. **Specifications.** Refuse containers are required as follows:
1. **Residential containers.** Each resident may be provided waterproof plastic bags of heavy mil construction by the city's sanitation division which can be safely and securely closed. The owner of real property shall be responsible for furnishing adequate refuse containers for the property. Any resident who desires to purchase an individual plastic container may

do so understanding that said container is the responsibility of the resident to obtain and maintain and shall be placed for pick-up in accordance with the requirements of section 8.1.04 of this article.

2. **Special residential service.** Where the occupant of a dwelling unit is handicapped or physically unable to deliver solid waste (including recyclables) to the curbside and there is no one else living at the dwelling unit who is physically able to deliver solid waste to the curbside, and these conditions are certified to the city by way of a written physician's determination provided to the sanitation and environmental services department head, an alternative location within 50 feet of the street, easily visible to the collectors, with collection limited to two containers of garbage, may be arranged at no extra cost to the resident. Such arrangement will be documented by the sanitation division personnel and kept on file for a period of five years at which time the recertification of the need for such special service shall be required using the same method previously used for such documentation.
3. **Commercial service.** All commercial garbage and trash must be placed in refuse containers on the property and not within the right-of-way of any alley or street. The refuse containers shall be accessible without entering a building or shelter of any type.
4. **Multi-unit residential.** In areas where multiple owners of real property are involved, such as a condominium or homeowner association, an individual or association shall be designated as the responsible party for maintenance, upkeep and payment of collection fees. These arrangements shall be coordinated with the sanitation and environmental services department head or a designated representative.
5. **Prohibited.** The use of crates, corrals or other similar containers constructed to hold bagged trash for collection is hereby prohibited. Trash shall not be set at curbside prior to sunset the day before the scheduled collection day or remain after sunset on the scheduled collection day. Bagged garbage shall be placed at the curb only on the scheduled collection day no earlier than 5:00 a.m. Violation of this subsection shall result in a notice by the code enforcement officer. Repeat violations shall result in fines and penalties as determined by the city and provided by order or resolution referenced herein and approved by the mayor and board of aldermen. In order to ensure collection by the city all garbage must be placed at the curb on collection day by 7:00 a.m. Any garbage that remains on the curb after sunset on the day of collection will be considered a violation and will be subject to the fines and penalties as outlined in the board approved resolution.
6. **Review.** The sanitation and environmental services department head will review this article annually and report any recommendations for consideration to the board of aldermen.

C. **Use of city-owned containers.** The city may furnish refuse containers owned by the city to all commercial establishments. It shall be the duty of the sanitation and

environmental services department head or a designated representative to regulate the placement of all city-owned refuse containers.

- D. **Prohibited commercial receptacles.** No commercial refuse shall be deposited in or collected from an open bin, trash room, oil drum, box or any other receptacle not authorized in this article.
- E. **Disposal of ashes.** Ashes shall be cooled for 24 hours before depositing the ashes in any commercial refuse container. Any establishment depositing hot ashes in any refuse container within the city which cause damage to the refuse container shall be responsible for the costs of replacing the damaged refuse container.
- F. **Maintenance.** All refuse containers shall be maintained and kept in a sanitary condition by the lessee of record with the city. Periodic treatment of the interior of a refuse container with a residual insecticide by the user may be required. Any refuse containers which fail to meet these sanitary standards are declared to be a nuisance by order of the sanitation and environmental services department head and shall be collected and replaced at a cost to the lessee as determined by the fee and fine schedule approved by the Board of Aldermen ~~board order or resolution~~, not to exceed one time per annum.
- G. **Recycling containers.** The city or its contractor shall provide recycling containers for holding recyclable materials at specified, permanent locations throughout the city as approved by the mayor and board of aldermen or in the case of the city curbside recycling program the city shall provide individual containers as determined by the city curbside program administrator or sanitation and environmental services department head or a designated representative. Only recyclable materials shall be stored in these recycling containers, until collected in accordance with this article. To be eligible for pickup at such locations, recyclable materials must be placed into a designated recycling container. Newspapers shall be securely tied in a bundle and placed inside the recycling container. The curbside recycling program of the City of Starkville serves in addition to the designated, permanent recycling drop-off locations.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.04 - Points Of Collection

- A. **Residential service generally.** Except as otherwise provided, all residential solid waste including recycling materials to be collected shall be placed within five feet of the curb, paved surface of the roadway or closest accessible right-of-way, without impeding or blocking any portion of any sidewalks, or at such other

location agreed to by the city or its contractor that will provide safe and efficient accessibility for the collection crew and vehicle.

- B. **Special residential service.** Where the occupant of a dwelling unit is handicapped or physically unable to deliver solid waste (including recyclables) to the curbside and there is no one else living at the dwelling unit who is physically able to deliver solid waste to the curbside, and these conditions are certified to the city by way of a written physician's determination provided to the sanitation and environmental services department head, an alternative location within 50 feet of the street, easily visible to the collectors, with collection limited to two containers of garbage, may be arranged at no extra cost to the resident. Such arrangement will be documented by the sanitation division personnel and kept on file for a period of five years at which time the recertification of the need for such special service shall be required using the same method previously used for such documentation.
- C. **Commercial service.** All commercial garbage and trash must be placed in refuse containers on the property and not within the right-of-way of any alley or street. The refuse containers shall be accessible without entering a building or shelter of any type.
- D. **Multi-family unit residential.** In areas where multiple owners of real property are involved, such as a condominium or homeowner association, an individual or association shall be designated as the responsible party for maintenance, upkeep and payment of collection fees. These arrangements shall be coordinated with the sanitation and environmental services department head or a designated representative.
- E. **Prohibited.** The use of crates, corrals or other similar containers constructed to hold bagged trash for collection is hereby prohibited. Trash, recycling bags, or their respective containers shall not be set at curbside prior to sunset the day before the scheduled collection day or remain after sunset on the scheduled collection day. Bagged garbage shall be placed at the curb only on the scheduled collection day no earlier than 5:00 a.m. Violation of this subsection shall result in a notice by the code enforcement officer. Repeat violations shall result in fines and penalties as determined by the city and provided by order or resolution referenced herein and approved by the mayor and board of aldermen. In order to ensure collection by the city all garbage must be placed at the curb on collection day by 7:00 a.m. Any garbage that remains on the curb after sunset on the day of collection will be considered a violation and will be subject to the fines and penalties as outlined in the board approved resolution.
- F. **Review.** The sanitation and environmental services department head will review this article annually and report to the solid waste and recycling committee any recommendations for consideration by the board of aldermen.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.05 - Frequency Of Collection

A. Frequency of collection under this ordinance shall be as follows:

1. Domestic garbage shall be collected not less than one time per week. There shall be at least a two-day interval between collections. Exceptions will occur due to holidays and other exigent circumstances. Such exceptions shall be noticed whenever possible through the use of public service ads with the local news media, social media, and on the website of the City of Starkville.
2. Domestic waste/rubbish shall be collected at least once each week as determined by the board of aldermen and widely promulgated by the sanitation and environmental services department head.
3. Waste from commercial establishments using commercial refuse containers and plastic bags shall be collected in accordance with section 8.1.04 of this article.
4. Commercial garbage and trash shall be collected not less than one time per week and no more than six times per week.
5. Domestic garbage shall be picked up on a regular schedule that shall be determined by the board of aldermen and widely promulgated by the sanitation and environmental services department head.

B. The collector of refuse shall have the right to divide large accumulations of trash and/or rubbish for successive collections which shall be in conformance with the schedule provided by the sanitation and environmental services department head or a contract for collection as approved by the board of aldermen.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.06 - Container Pad Requirements

A. **Front-end-loaded refuse container location requirements.** No front-end-loaded refuse container shall be located within any required front or street side yard setback. No such container shall be located in any required parking space or vehicular use area, or in any required buffer yard or landscaping area. All refuse containers shall be plugged and shall utilize plastic lids.

A. **Container pads.** Front-end-loaded refuse container pad(s) shall be provided by the property or business owner for all front-end-loaded Containers and shall be constructed, as a minimum, concrete strength of 3,000 psi after 28 days of curing, eight inches thick with 10 by 10 wire

mesh, four inches thick with number four steel reinforcing bars on eight-inch centers in each direction, or as approved by the sanitation and environmental services department head who shall find that the reduction is necessary to provide property rights enjoyed by others in the same zoning district, and will not be detrimental to public health, safety, and welfare. The concrete slab should have a minimum slope of 0.5% and a maximum slope of 10.0%. A six-foot-long approach slab of identical width, thickness, and composition to the container pad shall also be constructed adjacent and of equal slope to said pad(s). Two 36-inch-high bollards, constructed of eight-inch diameter steel pipe filled with steel-reinforced concrete shall be placed 36 inches on-center apart and one-foot on-center from the rear of the enclosure.

- B. Grading and subsoil preparation.** Final grading should insure the expedient removal of surface and stormwater from the proximity of the structure. The following shall apply to subsoil preparation: Undercuts must be free of any loose or relocated soils. Excessive wet or soft areas should be removed. Install imported, clean sandy clay with a unified classification of SC or CL and a plasticity index of 10 to 25. Install imported clay in two equal lifts compacted to a minimum density of 95% to achieve a minimum finished thickness of 12 inches.
- C. Front-end-loaded refuse container screening requirements.** Front-end-loaded refuse Containers shall be opaquely screened from view from public streets and adjacent properties, to a height of at least six feet, or six inches higher than the height of the container (whichever is higher). This screening may be achieved by a masonry wall, fencing, landscaping or by virtue of the location of the container on the building site. A combination of the above methods may also be utilized. Unscreened refuse containers currently located throughout the city shall be reviewed on a case-by-case basis by the sanitation and environmental services department head to determine appropriate screening of the container. Establishments unable to comply with this requirement shall have their situation reviewed by the sanitation and environmental services department head with appeal to the board of aldermen for the determination of the ability, utility and aesthetic impact of the compliance with the current ordinance standards.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.07 - Prohibited Acts

Except as provided in this article, it shall be unlawful and a violation of this article to do any of the following:

For any contractor other than the city to collect or transport solid waste or recyclable materials for hire or remuneration of any kind without a privilege license issued by the city.

- A. For any person or contractor other than the city or its designated contractor to remove solid waste or recyclable materials from any city owned or controlled or

designated refuse bin, container, or collection location.

- B. For any person or contractor other than the city to place or cause to be placed any solid waste upon the property of another.
- C. For any person to do any act prohibited or fail to do any act required by this article or by regulations adopted pursuant to this article.
- D. For any person to withhold payment as required by this article or not otherwise conform to the solid waste ~~rate resolution~~ fee and fine schedule. Such person shall be subject to MS Code §21-19-2 for the collection of such fees and subject to MS Code §21-19-11 for violations of the code.
- E. For any person to dump, cause to be dumped, place or cause to be placed any refuse or rubbish of any kind along the rights-of-way, sidewalks and the streets of the city except as provided for in this article.
- F. For dead animals over ten pounds to be placed for collection by the city or its contractor.
- G. For loose litter to be left at collection sites or to be placed in containers other than those authorized by the city for collection. No loose litter shall be collected from the residential containers authorized in section 8.1.03 of this article.
- H. For any person to sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any building or lot, or from any public or private sidewalk or driveway.
- I. For any person to throw or deposit litter upon any street or other public place within the city or upon private property.
- J. For any person to throw or deposit litter in any fountain, pond, lake, stream or other body of water in a park or elsewhere within the city.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.08 - Collection Regulations

The mayor and board of aldermen have provided for the collection and disposal of solid waste, regulate the manner and time of such collection and disposal, establish the rates to be charged therefore, and otherwise make such rules and regulations pertaining to solid waste as may be desirable to assure the public health and welfare.

- A. Every household, commercial establishment, or industrial establishment within the city shall containerize all solid waste for disposal with the exception of garden trash and household rubbish. All large cardboard boxes should be collapsed and placed in a container for collection.
- B. All solid waste collected at, residential establishments that cannot feasibly be containerized, such as large tree trimmings shall be removed by the city by special arrangement with the rubbish division. All solid waste collected at commercial establishments that cannot feasibly be containerized shall be removed by the city only by special arrangement with the sanitation and

environmental services department. No solid waste will be removed unless the property owner has an account with SES through Starkville Utilities. Exceptions noted under 94-27 (e) for collection adjacent to city streets and creating a hazard and health related concerns.

- C. All establishments that prepare or handle food or food related products shall place the waste generated from such activities in tightly secured plastic bags prior to disposing of the waste in a refuse container.
- D. All solid waste to be collected by the city's curbside service must be placed within five feet of the traveled portion of the street and shall not block or impede travel on city sidewalks.
- E. Solid waste shall not be placed in the street, drainage ditches, gutters, or on the sidewalk.
- F. The city shall have the option of requiring solid waste containers (dumpsters) at any multi-unit residential, commercial or industrial establishments within the city. The decision to place a certain type or a certain number of a certain size container shall be based upon the type and amount of solid waste generated by said establishments as determined by the sanitation and environmental services department head. All solid waste to be removed by the city must be placed in such a container.
- G. All containers placed by the city must be easily accessible to the collection vehicle. Any person blocking or hindering access to the container shall be considered in violation of this provision of this article and subject to fines and/or other penalties as contained in the ~~penalty and fine resolution~~ fee and fine schedule-referenced herein.
- H. Any container placed by the city shall not be moved or relocated except by authorization from the sanitation and environmental services department. Solid waste to be removed by the city shall be placed for collection only in a container rented to the lessee by the city, or on property owned or controlled by the lessee. Additionally, the scavenging of solid waste from another lessee's container is prohibited and will be considered a violation of this article.
- I. All solid waste, except garden trash and tree collection in plastic bags shall be placed for collection only on the day that the user placing the solid waste is scheduled for collection as provided for in section 8.1.04. Any user placing for collection any such solid waste on days that solid waste is not scheduled to be collected will be considered in violation of this article.
- J. Any solid waste not placed for collection in conformance with the provisions of this article will not be removed by the city.
- K. Landscape and yard maintenance solid waste placed at curbside shall be limited to 20 cubic yards of material, during one week.
- L. Wood cuttings placed at curbside may be no more than eight inches in diameter, and rigid materials shall be no more than ten feet in length.
- M. Solid waste resulting from property clearance i.e. stumps, logs and tree trunks, not considered to be trimming, shall not be permitted to be placed on

the street or the curb or the sidewalk, and the responsibility for removal is that of the property owner.

- N. Tires shall not be permitted to accumulate or remain exposed on residential property. The rubbish division of the sanitation and environmental services department will pick up no more than four tires at any one time from any one residential location. The accumulation of tires at commercial locations is not allowed. The commercial customer/property owner shall be held responsible for removal.
- O. Solid waste resulting from construction, demolition or renovation, including "do-it-yourself" projects is not household rubbish, and it is the responsibility of the property owner, contractor and/or tenant to remove the same.
- P. Carpet and carpet padding from residential customers may be placed at curbside only when bagged as garbage or legally placed in a commercial-type refuse container. All carpet and padding from commercial or residential contract jobs must be removed by the contractor.
- Q. All establishments are responsible for controlling offensive odors in steel Containers through sanitizing and deodorizing if necessary. In addition to the enforcement provisions of this article, the sanitation and environmental services department head reserves the right to schedule and charge for additional weekly pickups if necessary in the department head's sole determination.
- R. In parks or along streets where containers or other receptacles are not available, all litter shall be carried away by the person responsible for its presence and disposed of as provided for in this article.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.09 Maintenance And Protection Of Containers

- A. Solid waste containers shall be kept closed tightly except during the collection or deposit of garbage, trash, or refuse. The contents of all containers shall be so protected that the wind cannot blow out and scatter the contents of the receptacles over the rights-of-way, roadways, streets, alleys, and premises of the city.
- B. Every solid waste container and its surrounding area shall be maintained by the user in as sanitary condition as possible. Periodic treatment with a residual insecticide by the user may be required.
- C. All solid waste holding or containing any liquid must be drained or dried before being deposited in a container.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.10 - Transportation Of Solid Waste

- A. Hauling of any solid waste, including building material waste, shall be done on public roads and highways only in vehicles covered so as to prevent any spilling, dripping, blowing or other loss of materials in transit.
- B. It shall be unlawful for any person hauling any fill, rock, sand, concrete or other materials to spill these materials onto the streets of the city. Any person who shall violate the provisions of this section shall upon conviction be punished as provided in this Code and through the ~~fine and penalty resolution~~ fee and fine schedule referenced herein, and subsequent continued violations may be so punished from time to time in spite of previous convictions or acquittals of the original violation or charge. No conviction or acquittal shall be deemed to bar any civil remedy to enforce compliance with the regulations of this section or to abate any nuisance arising from a violation.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.11 - Certain Wastes Unsuitable For Collection

The city's sanitation and environmental services department shall not collect or remove, in any quantity, the following:

- A. Dead animals, animal dressings, or animal manure in excess of ten pounds and/or not capable of being secured within the city approved plastic refuse bag.
- B. Waste oils from garages.
- C. Highly flammable or explosive materials.
- D. Any solid waste that, in the opinion of the sanitation and environmental services department head, would damage or potentially could damage any city equipment and/or vehicle used in the collection and disposal of solid waste.
- E. Solid waste generated by contractors, including, but not limited to, lumber, plaster, sand, gravel, plumbing fixtures, roofing materials, or tree trimmings, resulting from the building, remodeling, or demolishing of any structure, or the clearing of any lot or parcel of land for development.
- F. Automobile frames and parts.
- G. Any solid waste from industrial establishments that is not containerized and properly placed.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.12 - Unlawful Accumulation And Placement Of Solid Waste

- A. It shall be unlawful for any owner, occupant, or lessee of any building, yard, or parcel of property within the city to allow garbage, trash, or solid waste of any kind to accumulate or remain in the building or upon the yard or lot as required by this article.
- B. It shall be unlawful for any person to scatter, dump, throw, drop, sweep, or place,

or cause to be scattered, dumped, thrown, dropped, swept, or placed, any garbage, trash, or solid waste of any kind upon the street, alleys, sidewalks, playgrounds, parks, drainage ditches, vacant lots, or any other property, public or private, within the city, unless placed for collection in conformance with this article.

- C. It shall be unlawful for any person to deposit or permit to be deposited any solid waste that maybe injurious to the health of people or harmful to the environment at any open dump or other disposal site without express permission from the mayor and board of aldermen, the state health department and the Mississippi Department of Environmental Quality.

Further: Permission will be given only if disposal is accomplished by sanitary landfill, approved incineration, or by other means now available, or which may later become available, as approved or established as standards by the Mississippi Department of Environmental Quality.

No solid waste or other potentially harmful waste shall be burned except in incinerators meeting all requirements and air pollution controls as are now established or as may later be established by any local, state or federal agency. Certain wastes shall be permitted to be openly burned only with the authorization of the Mississippi Department of Environmental Quality and the approval of the City of Starkville Fire Chief.

- D. It shall be unlawful for a person to accumulate junk, scrap or salvage material on any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the City of Starkville in such quantities as shall constitute a public nuisance; provided, however this section shall not apply:

If the junk, scrap or salvage material is completely enclosed within a building in a lawful manner where it is not visible from the street or other public property; or

Where the junk, scrap or salvage material is enclosed in an outdoor storage area that is maintained in such a manner that it does not constitute a health hazard and it is screened from ordinary public view.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.13 - Establishment Of Rates, Deposits, Fines And Penalties

The city shall by order or resolution, ~~as adopted on September 18, 2007, as amended and revised~~, set collection rates, and may establish security deposits, for all customers served under the terms and conditions of a contractor agreement for collection of solid waste. These rates shall be reviewed periodically and shall be adjusted based on available data such as current cost paid to the contractor for services, administrative cost incurred by the city and any cost associated with compliance with state, county or federal environmental regulations.

Penalties and fines for violations of this article shall be established and may be included with other related enforcement orders or resolutions. The establishment of the fine

schedule for trash violations other than delinquent accounts will be enforced on a calendar year basis with the fine schedule for the number of violations resetting to zero as of January 1 of each calendar year.

The existence of delinquent sanitation accounts will be handled in accordance with the applicable state law and the existing City of Starkville Municipal Code of Ordinances.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.14 - Responsibility Of Payment Of Charges

The owner and/or occupant of each residential collection unit, whether or not it is occupied, shall be responsible for payment of the fees and deposits prescribed in this article and determined by order or resolution of the board of aldermen. The owner or occupant of each multi-tenant commercial unit shall be responsible for the deposit and payment of charges for collection as reflected on the utilities statement if such unit is receiving utilities and/or sanitation service from the City of Starkville.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.15 - Location And Screening Of Solid Waste Containers

See development standards for all requirements by use for solid waste containers.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1 - Definitions

Accumulate: To pile up, collect, or gather together over a period of time.

Animal Manure: Body waste of animals and fowl and cleanings from barns, stables, corrals or pens used for stabling animals, fowl, birds and the like.

Building: Any public or private structure that is used or adapted for use for human habitation, transaction of business, rendering professional services, amusement or pleasure, for the production, manufacture, display, storage or treatment of goods, wares or merchandise, or for the performance of work or labor.

Commercial and Domestic Building Material: Sand, earth, humus, wood, stone, brick, concrete, construction blocks, roofing, wallpaper and other materials remaining after construction work of any type is complete, including the remains of relocation projects.

Commercial and Domestic Garbage: Waste products of all animal and vegetable matter resulting from growing, processing, marketing and preparation of food items, including the containers in which these items were packaged.

Commercial Trash: All trash from commercial operations, including but not limited to cans, bottles, paper, cardboard and crates.

Commercial Rubbish: Every waste accumulation of dust, paper cartons, cardboard cartons, rags and other accumulations which are usually attendant to the operation of stores, offices, and similar businesses.

Commercial Waste: Trees, shrubs, weeds, plants, grass and other growing things or parts of growing things which accumulate as a result of clearing, pruning, construction or other operations. Such waste shall be sized in pieces not to exceed eight inches in diameter and no more than 120 inches ten feet in length.

Construction Waste: Materials that are remaining from a construction site either commercial or residential that include such items as plumbing supplies, electrical supplies, concrete, masonry, lumber, roofing materials and other materials consistent with construction projects. Such waste shall be handled by a private contractor licensed to do business within the City of Starkville.

Container: A plastic refuse bag, residential plastic refuse can with a lid and/or a commercial-type refuse container ("dumpster") furnished by the city; ["corrals" or other open-sided containers used to hold bagged garbage at the curb are not containers and are prohibited by this article.]

Contractor: Any person who is a party to an approved contract or license from the city through competitive bidding for the collection of waste, garbage and trash as described in this article.

Customer: Any person or business entity that receives services from the Sanitation and Environmental Services (SES) Department and has an account through Starkville Utilities for such services. Any person or business not having an account through Starkville Utilities is not eligible for regular city sanitation services through the Sanitation and Environmental Services Department.

Dead Animals: Dead animals not intended to be used for food purposes.

Domestic Waste: Tree trimmings, lake or eel grass, yard grass, diggings, discarded furniture, appliances and other miscellaneous household discards not accumulated as a result of a business or commercial contract with the property owner or occupant.

Disposal: The final disposition of waste by man. This does not include its ultimate dissemination by forces other than man.

Disposal Site: A location, tract of land, area, building, structure, or premises used, or intended to be used, for partial and/or total refuse disposal.

Dump: A site, without effective control, where solid waste is disposed of in an improper, illegal and unsanitary manner.

Dwelling Unit: Each unit in any single-unit, duplex, triplex or multi-unit residential living unit with kitchen facilities.

Garbage: Every waste accumulation and animal and vegetable matter which attends the

preparation, use, cooking, processing, handling, or storage of meats, fish, fowl, fruits, vegetables, or other matter which is subject to decomposition, decay, putrefaction, and the generation of offensive and noxious gases or odors, or which during or after decay, may serve as breeding or feeding material for flies, insects, or animals and to include those components of solid waste capable of being recycled, including newspaper; glass; food and beverage containers; aluminum, tin-plated steel and bi-metal cans; polyethylene terephthalate (PET) and high-density polyethylene (HDPE); and any other solid waste materials which are from time to time so designated by the city. (For the purpose of this article, "garbage" shall include domestic or commercial garbage and rubbish.)

Garden Trash: Every waste accumulation of lawn grass, shrubbery, or dry leaf rakings free of dirt, rocks, large branches (does not include stumps, logs, or tree trunks), and bulky noncombustible material.

Household Rubbish: Any and all accumulations of waste material from the operation of a home, which is not included in the definition of garbage. Household rubbish may include all appliances, furniture or yard toys. Waste generated by contract or agreement for financial or material consideration of \$1,000.00 or more, or building material waste generated by contractors or do-it-yourself projects, is not household rubbish. Solid waste generated by property clearance, tree removal, major trimming, or wood harvesting is not household rubbish.

Insecticide: Any chemical used singularly or in combination in any form for the purpose of killing or controlling flies or other insects or preventing their breeding.

"Junk" and/or "Scrap" and/or "Salvage": Means solid waste material having nominal or no value including: aluminum cans, steel cans, plastic containers, glass, bottles, paper, cardboard, scrap metal, tin, junk car bodies, junk vehicles, scrap iron, old parts, old lumber, windows, doors, roofing materials, wire, fencing material, brick, concrete, old farm implements, broken machinery and equipment, old pipes, tires, tire rims, hub caps, old plumbing fixtures, tanks, oil drums, batteries, "junk" furniture, and appliances including but not limited to "junk" refrigerators, stoves, washing machines, dryers, water heaters and other appliances that are non-operational and nonfunctional.

Litter: Solid wastes that are scattered about in a haphazard manner.

Multi-Unit Dwelling Unit: The individual unit in any building or structure with kitchen facilities capable of being utilized for residential living, other than a hotel or motel unit, or an accessory dwelling unit as defined by the Unified Development Code, and containing two or more units under one roof.

Nonconforming Items: Rubbish which exceeds the city's allowable pick-up dimensions or is considered to be construction materials from a construction project or is referenced herein as not eligible for pickup by the city. See definitions for exclusions.

Occupant: A person who has the use of or occupies a building or a part or fraction of a building, whether such person is the owner or some other person having the care, custody, possession or control of the building.

Property Owner/Responsible Party: The person or business entity who holds legal

title to a building or property or the agent of that person, or some other person having the care, custody, possession or control of a building or to whom rent for the building is paid.

Recyclable Materials: Those components of solid waste capable of being recycled, (being market dependent) which may include newspaper; glass; food and beverage containers; aluminum, tin- plated steel and bi metal cans; polyethylene terephthalate (PET) and high-density polyethylene (HDPE); and any other solid waste materials which are from time to time so designated by the city.

Recycling Container: Any holder or receptacle of recyclable materials that is designated as such by the City of Starkville or its contractor. This definition may include marked recycling bags or stationary recycling containers provided by the City of Starkville or its contractor for residential or commercial recycling use.

Refuse: Garbage, trash, rubbish and waste of every form, including containers in which food and beverages are packaged.

Residual Insecticide: An insecticide that adheres to a surface and remains toxic to flies for an extended period of time.

Rubbish: See "household rubbish".

Sanitation and Environmental Services Department: The department that handles matters related to sanitation, rubbish, recycling, landscaping and landfill services for the City of Starkville.

Sanitary Condition: Refers to a refuse container's state, free of noxious odors and fumes and cleansed of liquid and semi-liquid wastes with bleach or other sanitizing agents.

Solid Waste: Garbage, trash, household rubbish, "junk", "scrap", "salvage" or any combination thereof.

Spot Treatment: Application of a residual insecticide spray to a specific area for the purpose of controlling or preventing infestation.

Stumps, Logs or Tree Trunks: Such tree trimmings and tree waste that exceeds eight inches in diameter and 120 inches ten feet in length. Such material will not be picked up by the city and whose disposal will be the responsibility of the property owner.

Trash: Garden trash, household rubbish, and tree trimmings, or any combination thereof

Tree Trimmings: Every accumulated waste of tree branches, parts of trees, bushes: or shrubs, leaf cuttings, fruits, or other matter which usually creates waste in the care of trees and large bushes (does not include stumps, logs, or tree trunks).

User: Any person, firm, or corporation, or any residential, commercial, or industrial establishment or property that utilizes and has an account with Starkville Utilities for the city's solid waste collection service(s), whether the solid waste is collected in a city-furnished metal container, plastic bags, or not containerized at all (as in the case of tree

trimmings, appliances, etc.).

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

PUBLIC HEARING AND CONSIDERATION OF VA 23-04: A REQUEST FOR A VARIANCE TO DEVIATE FROM SIDEWALK REQUIREMENTS LOCATED AT 900 STARK ROAD IN A COMMERCIAL ZONING DISTRICT.

City Planner Daniel Havelin presented the request. The applicant, JT Harrison Construction Co, on behalf of Billy Kirkpatrick with Five Horizons, is requesting a variance to deviate from sidewalk requirements at 900 Stark Road with parcel # 102D-00-016.02 in a (C) Commercial zoning district. Section 14.11.3.A requires sidewalks for any construction project located within the sidewalk development zone where the cost for the improvements exceeds \$50,000 and is less than 30% of the overall improvement cost and the recent renovation of the building exceeded \$50,000. The applicant is requesting to pay a fee in lieu of constructing the required sidewalks along Stark Road and Dr. Martin Luther King Jr. Drive West. The applicant is requesting relief from Unified Development Code Section 14.11.3.

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

28. CONSIDERATION OF VA 23-04: A REQUEST FOR A VARIANCE TO DEVIATE FROM SIDEWALK REQUIREMENTS LOCATED AT 900 STARK ROAD IN A COMMERCIAL ZONING DISTRICT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Vaughn, to approve VA 23-04: a request for a variance to deviate from sidewalk requirements located at 900 Stark Road in a Commercial zoning districts, 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.

The Engineer's Opinion of Probable Cost included 530 SY of concrete sidewalk. Using the current average MDOT unit price for concrete sidewalk of \$85.70/SY, that yields a total of \$45,421.00 to be paid to the City.

29. CONSIDERATION OF THE APPROVAL OF THE DEVELOPER'S AGREEMENT FOR THE GLEN CREEK PROJECT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, to approve the Developer's Agreement for the Glen Creek Project, 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: Nay

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

**WATER AND SEWER SERVICE DEVELOPER'S AGREEMENT
GLEN CREEK PHASE 1 SUBDIVISION**

This Agreement is hereby entered into on the date indicated herein below by and between the City of Starkville, Mississippi, hereinafter "City," and Glen Creek Subdivision Partners, LLC, hereinafter "Developer." In consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

WITNESSETH:

WHEREAS, Developer has preliminarily developed a subdivision outside of the City limits of the City of Starkville, said subdivision being located off of Poor House Road, said subdivision being known as the Glen Creek Phase 1 Subdivision, and

WHEREAS, Developer has previously requested that the City provide sanitary sewer and water service to such Subdivision, and

WHEREAS, upon completion as proposed, the Glen Creek Phase 1 Subdivision will consist of forty-seven (47) lots, and

WHEREAS, Developer will construct and install the necessary sewer and water infrastructure within the Glen Creek Phase 1 Subdivision to enable the City to provide water and sanitary sewer service to the Glen Creek Phase 1 Subdivision, and

WHEREAS, in order to provide water and sanitary sewer service there are certain requirements and specifications related to and including but not limited to water, sanitary sewer, stormwater detention and conveyance, roadway installation, and other infrastructure as shown on the City-approved infrastructure plans that must be met such that the improvements in the Glen Creek Phase 1 Subdivision are in compliance with the City of Starkville Unified Development Code and City of Starkville Standards of Design and Specifications, and

WHEREAS, Developer and the City desire to reach an agreement as to the provision of

water and sanitary sewer service for the proposed lots within the Subdivision, and a further agreement regarding improvements which are necessary prior to the platting of and provision of service to the Glen Creek Phase 1 Subdivision.

THEREFORE, it is agreed by the parties as follows, to wit:

1. In order to accommodate Developer's request to plat forty-seven (47) lots as the first phase of the Glen Creek Subdivision, the City of Starkville agrees to provide water and sanitary sewer service to such lots, such service to be provided by the water and sanitary sewer system belonging to the City of Starkville after all infrastructure has been completed, tested, inspected and approved by the City of Starkville or an agreed to designee.

2. In consideration of the City's agreement in paragraph 1, which will enable Developers to plat the initial phase of forty-seven (47) lots, Developer represents that the water, sanitary sewer, stormwater, roadway, and all other infrastructure has been constructed, or will be constructed, in accordance with the requirements and specifications set forth in the Unified Development Code, City of Starkville Standards of Design & Specifications and the approved infrastructure plans, except for those requirements and regulations specifically set forth in the Glen Creek Phase 1 Developer's Agreement List attached hereto and incorporated herein as EXHIBIT A.

3. Prior to the provision of water and sanitary sewer services, the Developer shall, at Developer's sole cost and expense, perform all inspection and testing of the water and sanitary sewer infrastructure and systems reasonably required by the City in accordance with the Subdivision Testing Requirements and Processes for said water and sanitary sewer infrastructure and systems attached hereto and incorporated herein as EXHIBIT B, as may be amended by the City from time to time.

DEVELOPER:

GLEN CREEK SUBDIVISION PARTNERS, LLC

BY: _____
Arthur W. Steber

ITS: Manager

30. 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 April 24, 2023 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	\$ 199,890.36
Airport Fund	015	63,145.40
Restricted Airport	016	2,208.28
Sanitation	022	20,194.20
Landfill	023	287.33
Modernization Use Tax	120	13,017.88
Industrial Park Bond	303	526.87
2022 Local Improvements Fund	306	2,693.58
2018 Public Improv Bonds	319	4,129.69
Park and Rec Tourism	375	16,300.17
Sub Total Before Utilities		\$ 322,393.76
Utilities Dept.	SED	340,601.97
Total Claims	Total	\$ 662,995.73

31. MOTION TO RECESS UNTIL MAY 16, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to recess the meeting until May 16, 2023 @ 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 6th DAY OF JUNE, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK