

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
MARCH 19, 2019**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on March 19, 2019 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, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Alderman Jason Walker was absent. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Perkins asked to add Mayor's Business, Items B and C regarding the Sanitation Trucks to consent.

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

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

Alderman Miller offered a motion, duly seconded by Alderman Sistrunk, to approve the March 19, 2019 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	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.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, MARCH 19, 2019
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

- 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 FEBRUARY 19, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 1, 2019 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 5, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

Recognition of Starkville High 6A State Boys Basketball Championship

New Employee Introductions: Utilities and Engineering: Chris Black – Engineering Inspector

Police Officers: Jeremy Fortney and Matthew Lasker

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. PRESENTATION OF BILL NASH AWARD TO KEEP STARKVILLE BEAUTIFUL BY KEEP AMERICA BEAUTIFUL PROGRAM.

B. FISCAL YEAR 9/30/18 AUDIT PRESENTATION BY RANDY SCRIVNER OF WATKINS, WARD AND STAFFORD, PLLC.

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF RESOLUTION OF REGISTRATION WITH MISSISSIPPI DEPARTMENT OF SURPLUS.

B. CONSIDERATION OF RENTAL OF A SANITATION GARBAGE TRUCK AND / OR FRONT END LOADER IF NEEDED.

C. CONSIDERATION OF ADVERTISING FOR TWO SANITATION GARBAGE TRUCKS AND A FRONT END LOADER.

X. BOARD BUSINESS

A. UPDATE ON THE PARKS PROGRAMS AND GRANTS

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND CIRCLE S AVIATION, LLC FOR USE OF PARTIAL AREA OF THE SOUTH HANGAR LOCATED ON GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2019 COTTON DISTRICT ARTS FESTIVAL AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES TO BE HELD ON APRIL 13, 2019.
- b. CONSIDERATION OF LW 19-02 A REQUEST FOR LANDSCAPE WAIVER FROM PERIMETER PARKING LANDSCAPE REQUIREMENTS AT 602 HIGHWAY 12 EAST (CHICKEN SALAD CHICK) IN A C-2 ZONE WITH THE PARCEL NUMBER 102H-00-178.00 WITH ONE CONDITION.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. AUTHORIZATION FOR CODY BURNETT TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM FOR THE SPRING 2019 SEMESTER TO TAKE MASTER'S LEVEL COURSES IN CIVIL ENGINEERING WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED \$2,200.00.
2. CONSIDERATION OF ACCEPTANCE OF THE LOWEST AND BEST BID OF \$133,136.20 FOR THE 2019 ROADWAY BASE AND RESURFACING PROGRAM - PROJECT NO. 18036 FROM KIMES AND STONE CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 12, 2019 FOR FISCAL YEAR ENDING 9/30/19, 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.
2. ACCEPTANCE OF THE FEBRUARY 2019 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR A METERING INFRASTRUCTURE ADMINISTRATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE ALLISON STORY AS A PART-TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVAL OF A LEASE PURCHASE QUOTE FROM BANK FIRST LEASING, LLC OVER FOUR YEARS AT 3.49% INTEREST FOR THE LEASE PURCHASE OF A JOHN DEERE 9009 TERRAIN CUT MOWER TO BE USED BY STARKVILLE PARK AND RECREATION DEPT.
2. CONSENT TO APPLY FOR \$149,000 RECREATIONAL TRAILS GRANT PROGRAM THROUGH MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS WITH A 20% CITY MATCH.
3. REQUEST PERMISSION TO ACCEPT A NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA)/WAL-MART FOUNDATION INCREASING ACCESS TO HEALTHY FOODS PEER MENTOR GRANT FOR THE AMOUNT OF \$10,000.00, AND APPROVAL FOR THE MAYOR TO SIGN THE REQUIRED MEMORANDUM OF UNDERSTANDING BETWEEN NRPA AND THE CITY OF STARKVILLE.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE 2019 SUMMER EDUCATIONAL CONFERENCE, IN BILOXI, MS ON JUNE 24-28, 2019, TO BE REIMBURSED THROUGH THE POLICE CHIEF'S ASSOCIATION.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR ONCE A MONTH AND TWICE A MONTH CLEANING FOR POLICE DEPARTMENT BUILDING.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL FOR TERRY KEMP OF STARKVILLE UTILITIES TO TRAVEL TO ASHEVILLE, NC TO ATTEND THE TVPPA ANNUAL CONFERENCE MAY 20-22, 2019 AT A COST TO BE NO MORE THAN \$1,800.00.
2. REQUEST APPROVAL OF PROPOSED APPALACHIAN REGIONAL COMMISSION (ARC) GRANT APPLICATION & SELECTION PROCESS FOR ENGINEERING SERVICES

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PENDING LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL APRIL 2, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Joyner Williams, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 20:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 19, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the February 19, 2019 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE MARCH 1, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the March 1, 2019 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE MARCH 5, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the March 19, 2019 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF A RESOLUTION OF REGISTRATION WITH MISSISSIPPI DEPARTMENT OF SURPLUS.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution of Registration with Mississippi Office of Surplus Property” is enumerated, this consent item is thereby approved.

RESOLUTION

Be it resolved by the Governing Board, or Chief Administrative Officer, are hereby ordered that the official whose name, title and signature are listed below shall be and is hereby authorized as our representative to acquire Surplus Property under the Terms and Conditions specified in the Certifications and Agreements.

The Contact Person for all issues regarding this account:

Lesa Hardin City Clerk / CFO _____
Signature

Signature of Mayor: _____

6. CONSIDERATION OF RENTAL OF A SANITATION GARBAGE TRUCK AND / OR FRONT END LOADER IF NEEDED.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of rental of a Sanitation Garbage Truck and / or Front End Loader if needed” is enumerated, this consent item is thereby approved.

Two rental quotes received:

RDK Truck Sales (FL) Month: \$6,500 Rear Loader and \$6,900 Front Loader PLUS \$2 per mile delivery / pickup
Big Truck Rentals (FL) Month: \$7,300 Rear Loader and \$7,900 Front Loader

7. CONSIDERATION OF ADVERTISING FOR TWO SANITATION GARBAGE TRUCKS AND A FRONT END LOADER.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of advertising for two Sanitation Garbage Trucks and a Front End Loader” is enumerated, this consent item is thereby approved.

This is result of a fire March 18 at the Sanitation Dept that destroyed two refuse trucks and a front loader.

8. CONSIDERATION FOR APPROVAL TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND CIRCLE S AVIATION, LLC FOR USE OF PARTIAL AREA OF THE SOUTH HANGAR LOCATED ON GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval to Enter into a Lease Agreement between the City of Starkville and Circle S Aviation, LLC for use of Partial Area of the South Hangar Located on George M. Bryan Field” is enumerated, this consent item is thereby approved.

Agreement on following page.

9. CONSIDERATION FOR CODY BURNETT TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM FOR THE SPRING 2019 SEMESTER TO TAKE MASTER’S LEVEL COURSES IN CIVIL ENGINEERING WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED \$2,200.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Cody Burnett to participate in the Educational Assistance Program for the Spring 2019 semester to take master’s level courses in Civil Engineering with a total reimbursement cost not to exceed \$2,200.00” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF ACCEPTANCE OF THE LOWEST AND BEST BID OF \$133,136.20 FOR THE 2019 ROADWAY BASE AND RESURFACING PROGRAM - PROJECT NO. 18036 FROM KIMES AND STONE CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of acceptance of the low Bid for the 2019 Roadway Base and Resurfacing Program - Project No. 18036 from Kimes and Stone Construction Company, Inc. and authorizing the Mayor to execute a contract” is enumerated, this consent item is thereby approved.

Two bids received: Site Masters Construction - \$138,147.21 and Kimes & Stone Construction Co., Inc.- \$133,136.20.

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
CIRCLE S AVIATION, LLC**

This Lease Agreement is entered into on this the 20th day of March, 2019 by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **Circle S Aviation, LLC** "Lessee".

WHEREAS, Lessor owns certain real property, consisting of a parcel more particularly depicted on Exhibit A (the "Leased Premises") located at the Starkville Municipal Airport, 320 Airport Road, Starkville, MS 39759; and

WHEREAS, Lessee desires to use the leased premises for flight training, aircraft maintenance and storing of aircraft; and

WHEREAS, Lessor is willing to lease the real property as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. **LEASED PREMISES.** Lessor hereby leases to Lessee, upon all of the covenants and conditions contained herein including access thereto, the following portions of the Leased Premises: the hangar area (containing approximately 10,000 square feet), and rooms 1, 2, 3, & 4 consisting of approximately 1,334 square feet of the northern portion of the first floor, and the parking area designated on Exhibit A, but excluding the entire second floor, and excluding the southern interior area south of the hangar depicted in blue on Exhibit A. The Lessor reserves the right to have access to the southern portion of the building through the west, east and south existing doors. The northern doors, between the south bay and the hangar, are to be secured at all times on both sides of each door.

2. **USE OF PREMISES.** Lessee may use the Leased Premises for purposes customarily associated with flight training operations, aircraft maintenance and storing of aircraft and which are not excluded by this Lease. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the City of Starkville, Mississippi. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

3. TERM. The term of this lease shall run for twelve (12) months, commencing on March 20, 2019, and continuing through March 19, 2020, unless otherwise terminated as provided herein. Lessee may only terminate the Lease without cause during the last ninety (90) days of the 12-month term upon written notice to the Lessor.

4. RENT. The parties hereto agree that the rent for the Leased Premises during the term of the lease shall be \$1,000.00 per month, with the first payment due on the 20th day of March, 2019, and subsequent payments due on the 1st day of each month thereafter for eleven (11) months. Rent due for the first month shall be pro-rated accordingly. Rent shall be paid to the Starkville Bryan Field Airport, P.O. Box 1424, Starkville, MS 39760. In the event rent is not received within ten (10) business days after due date, Lessee agrees to pay a late charge of 5% of said Rent then due. If Lessee breaches this Lease or vacates the premises prior to expiration of the Lease, Lessor may accelerate the term of this Lease and declare all rents for the remaining term to be immediately due and payable. In addition, if the Lessee should vacate the Leased Premises, for any reason, prior to the expiration of the Lease, Lessee shall be liable to Lessor, in addition to all other damages and remedies arising from Lessee's breach of the lease, for reasonable costs and expenses incurred in attempting to re-rent the Leased Premises.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises. The Lessee shall be responsible for any utility late fees. In the event that a certain public utility is necessary but not available on the Leased Premises, Lessor shall furnish, at Lessor's cost, said utility and all utilities necessary for the Lessee's use of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for air medical transport operations, subject to the prior written approval of Lessor, which written approval shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner.

All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be

required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use as an airport hangar, reasonable wear and tear excepted. Lessor, at its own cost and expense, shall maintain, repair and make replacements of the following: roof, foundation, concrete floors, interior and exterior walls, windows, doors, and all HVAC, electrical, plumbing and other mechanical systems within and exclusively serving the Leased Premises. Lessee will promptly give Lessor written notice of any known defect or need for repairs, after which Lessor will have reasonable opportunity to make repairs or cure the defect.

8. JANITORIAL. Lessee shall be responsible for all janitorial and custodial services and for keeping the interior in a neat, clean and orderly condition and appearance.

9. INSURANCE AND INDEMNITY. Lessee agrees to maintain, and provide proof of said insurance to Lessor, at its own expense, liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars (\$1,000,000.00) for any claim arising out of any one occurrence. Said insurance shall provide for contractual liability coverage to cover any and all of the obligations assumed herein. Said insurance shall name the City of Starkville as an additional insured and contain a waiver of subrogation in favor of the City of Starkville. Lessee agrees to provide proof of liability insurance to the Airport Director for any and all aircraft based, operated or maintained at Starkville Bryan Field. Lessee agrees to maintain worker's compensation insurance for its employees, as required by law.

Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against any and all claims, liabilities, damages, costs, penalties, fines and expenses, including reasonable attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

10. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises office areas without Lessor's prior written consent, such consent not to be unreasonably withheld. Lessee may lease individual hangar spaces at the same rate as the FBO rates for aircraft per month, not to exceed the term of this lease. If another entity requests to lease all 4,000 square feet of the northern first floor, all 4,000 square feet of the second floor and the 10,000 square foot hangar area, Circle S Aviation, LLC, holds the option to match the monthly lease amount and term or cancel this lease. In the event of cancellation of the lease under this provision, Lessee shall have ninety (90) days to fully vacate the premises.

11. NON-DISCRIMINATION. Lessee, for itself, its managers, members, employees, representatives, and successors in interest, as a part of the consideration for this Lease Agreement, does hereby covenant and agree as a covenant running with the land that it will comply with pertinent statutes, executive orders and rules as are promulgated to assure that no persons shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

12. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface

of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

13. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserved the right to enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

14. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways, except on the Leased Premises, as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

15. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds, subject to Lessee's right to terminate the lease on thirty (30) days prior written notice if Lessee does not agree to such modifications or changes.

16. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

17. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

18. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future

agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

19. WASTE. (a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease and were caused solely by Lessee's actions or omissions, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste")

generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste generated by Lessee or used, stored or transported for Lessee's benefit. Lessee shall bear the expense of remediating any Waste caused by Lessee's actions or omissions and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

20. DEFAULT. If Lessee should fail to pay rent or is otherwise in default of this lease by violation of any terms or provisions of this Agreement, Lessor shall have the right to evict Lessee and shall have any and all recourse against the Lessee provided by this Lease and by law, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent,

and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

In the event that Lessor defaults under the terms of this Lease, Lessee shall give Lessor written notice specifying the nature of the default and Lessor shall have thirty (30) days after receipt of such notice to cure said default. Any default by Lessor which shall continue uncured shall give Lessee the right to terminate the Lease in addition to all available rights or remedies, in law or in equity.

21. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Starkville Municipal Airport grounds, unless such damages is the proximate result of the negligence or unlawful act of Lessor, its agents or employees.

22. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

23. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
 Attention: Mayor Lynn Spruill
 110 West Main Street
 Starkville, MS 39759

To Lessee: Circle S Aviation, LLC
 904 Jordan Lane
 Starkville, MS 39759

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives duly authorized so to do.

LESSEE

Circle S Aviation, LLC

To Lessee: Circle S Aviation, LLC
904 Jordan Lane
Starkville, MS 39759

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives duly authorized so to do.

LESSEE

Circle S Aviation, LLC

BY: Ruth H. H.
ITS: OWNER

ATTEST:

BY: Redmy Lamb
ITS: Airport Director - Starkville

LESSOR

CITY OF STARKVILLE, MS

BY: Lynn Spruill
LYNN SPRUILL, Mayor

ATTEST:

Lisa Hardin
LESA HARDIN, City Clerk



11. ACCEPTANCE OF THE FEBRUARY 2019 FINANCIAL STATEMENTS.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “acceptance of the February 2019 Financial Statements” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Radio Operator (Dispatcher) in the Starkville Police Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR A METERING INFRASTRUCTURE ADMINISTRATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Metering Infrastructure Administrator in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF AUTHORIZATION TO HIRE ALLISON STORY AS A PART-TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Allison Story as a part-time Customer Service Representative in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE APPROVAL TO APPLY FOR \$149,000 RECREATIONAL TRAILS GRANT PROGRAM THROUGH MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS WITH A 20% CITY MATCH.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval to apply for \$149,000 through a Recreational Trails Grant Program through Mississippi Department of Wildlife, Fisheries and Parks with the City of Starkville to guarantee a 20% match, which can be in kind services” is enumerated, this consent item is thereby approved.

16. REQUEST AUTHORIZATION TO ACCEPT A NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA)/WAL-MART FOUNDATION INCREASING ACCESS TO HEALTHY FOODS PEER MENTOR GRANT FOR THE AMOUNT OF \$10,000.00, AND APPROVAL FOR THE MAYOR TO SIGN THE REQUIRED MEMORANDUM OF UNDERSTANDING BETWEEN NRPA AND THE CITY OF STARKVILLE.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval to accept a National Recreation and Parks Association (NRPA)/Wal-Mart Foundation Increasing Access to Healthy Foods Peer Mentor grant for the amount of \$10,000.00, and approval for the Mayor to sign the required Memorandum of Understanding between NRPA and the City of Starkville” is enumerated, this consent item is thereby approved.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated March 6, 2019 (Effective Date), is made between **National Recreation and Park Association**, a Virginia-based not-for-profit 501(c)3 with a mailing address of 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and **City of Starkville** (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Ten Thousand Dollars (**\$10,000**) made available for the support and implementation of the Increasing Access to Healthy Foods Grant.

This grant opportunity is the result of a partnership between NRPA and the Walmart Foundation to increase the number of healthy meals served to children in low-income communities, provide evidence-based nutrition education and implement the Healthy Eating and Physical Activity (HEPA) standards in park and recreation out-of-school time programs. In support of meeting these objectives, NRPA has selected three park and recreation agencies to serve as peer mentors throughout the duration of the grant period to provide technical assistance, support and input on grant activities. Grantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

2. Grant Requirements

Direct grant funds to:

- A. Provide on-going consulting to NRPA to better understand rural communities in target states, including demographics, barriers and local partner organizations.
- B. Attend a 2-day, in-person training in late April 2019 to network with grantees, foster connections, and brainstorm solutions to shared challenges in terms of meal program access, health and wellness standard implementation and nutrition education provision.
- C. Support grant implementation by taking part in quarterly state calls with NRPA, grantees, and other on-the-ground partners to share lessons learned, collect qualitative data and identify areas of collaboration on the local level.
- D. Join webinars and live-trainings to stay up-to-date on grant activities, goals and resources being shared.
- E. Submit a final budget to NRPA indicating how funds were used in support of this initiative and peer mentor tasks.

In order to receive grant funds, Grantee must return a signed copy of this MOU and provide a copy of your agency's W-9 along with this signed MOU by **April 1, 2019**. All funds will be distributed by NRPA. No matching funds are required.

3. Promotion

NRPA and the Walmart Foundation may use the Grantee and/or park names, photos, and/or information in connection with the program for promotional or other purposes, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

4. Limits of Liability

Each party and its respective parents, subsidiaries, affiliates, officers, directors, employees or representatives shall be responsible for its own liabilities arising out of any act, omission or breach relating to participation in this program. Each party remains liable for any and all damages due to its own negligence or the negligence of their respective parents, subsidiaries, affiliates, officers, directors ,employees or representatives.

5. Confidentiality

During the term of this MOU, the parties may learn certain confidential information of each other. For purposes of this MOU, confidential information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and confidential information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. Confidential information shall not be disclosed to non-party personnel.

6. Term

The term of this MOU will commence on the Effective Date and shall continue until February 28, 2020.

7. Use of Grant Funds

The Grantee shall use the full amount of the grant for the purposes set forth in Section 2. Unless otherwise agreed in writing by the Grantor, the Grantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Code;
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of Grantor. Payments of salaries, other compensation, or expense reimbursement to employees of the Grantee within the scope of their employment do not constitute “grants” for these purposes and are not subject to these restrictions;
- D. Except as expressly may be authorized in the Grant Description, to provide a grant to any other organization without prior written approval of the Grantor; or
- E. To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.
- F. To travel to NRPA’s Annual Conference or any other conference travel, without prior written approval of Grantor.

All unspent or uncommitted grant funds shall be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective being preserving the grant funds availability for the project. Any interest or other income generated by the grant funds must be applied to the purposes described in the Grant Description.

8. Audit

NRPA has the right to audit the grantee's financial records relating to this MOU. Grantee should maintain their financial receipts and must make the records available at any time as requested by NRPA. If as a result of an audit, NRPA determines that funds were not spent in accordance with the purposes of this grant, the grantee may be required to return any funds not substantiated. If NRPA determines that grant funds were used for fraudulent purposes, the grantee may be barred from participation in any further programs.

9. Termination

Either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform. The non-performing party shall have sixty (60) days to cure its obligation. If the non-performing party fails to satisfactorily cure its obligation within this time this MOU will be terminated.

Neither party shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

Upon receipt of this signed form and your agency's W-9 a check will be issued for your grant funds.

These parties have caused this MOU to be signed by their duly authorized representatives as of the date set forth below.

**National Recreation and
Park Association**

City of Starkville

By: Rebecca Wickline

Printed Name: Rebecca Wickline

Title: Senior VP of Development

Date: March 6, 2019

By: _____

Printed Name: _____

Title: _____

Date: _____

17. REQUEST AUTHORIZATION TO ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE 2019 SUMMER EDUCATIONAL CONFERENCE, IN BILOXI, MS ON JUNE 24-28, 2019, TO BE REIMBURSED THROUGH THE POLICE CHIEF'S ASSOCIATION.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the "approval for Chief R. Frank Nichols to attend the 2019 Summer Educational Conference, in Biloxi, MS on June 24-28, 2019, to be reimbursed through the Police Chief's Association" is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO ADVERTISE FOR ONCE A MONTH AND TWICE A MONTH CLEANING FOR POLICE DEPARTMENT BUILDING.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the "approval to advertise a request for proposals for janitorial services for Police Dept for once a month cleaning and twice a month cleaning" is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION FOR TERRY KEMP OF STARKVILLE UTILITIES TO TRAVEL TO ASHEVILLE, NC TO ATTEND THE TVPPA ANNUAL CONFERENCE MAY 20-22, 2019 AT A COST TO BE NO MORE THAN \$1,800.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the "approval for Terry Kemp of Starkville Utilities to travel to Asheville, NC to attend the TVPPA Annual Conference on May 20-22, 2019 at a cost expected to be no more than \$1,800.00" is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION OF PROPOSED APPALACHIAN REGIONAL COMMISSION (ARC) GRANT APPLICATION & SELECTION PROCESS FOR ENGINEERING SERVICES.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the March 19, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the selection of Garver Engineering as the professional engineer of record for the Appalachian Regional Commission (ARC) grant application to the MS Appalachian Regional Commission, on behalf of the City of Starkville for the purpose of Starkville Trim Cane Sewage Lift Station improvements" is enumerated, this consent item is thereby approved.

The ratings were as follows:

ENGINEERING PROPOSALS
City of Starkville
Sewage Lift Station Improvements – FY 19

NAME	QUALIFICATIONS (40 MAXIMUM)	EXPERIENCE (40 MAXIMUM)	CAPACITY (20 MAXIMUM)	TOTAL 100 MAXIMUM	COMMENTS
Allen and Hoshall Jackson, MS	38	39	18	95	Firm has ability to do the work. Has good experience. No recent projects.
Clearwater Consultants Starkville, MS	38	40	15	93	Firm has ability to do the work. Has good experience. Capacity is limited as of late.
Cook Coggin Engineers, Inc. Tupelo, MS	39	39	17	95	Firm has ability to do the work. Has good experience. No recent projects.
Garver Engineering Jackson, MS	39	39	19	97	Firm has ability to do the work. Has good experience. Has completed basin studies. Very responsive.
Neel-Schaeffer Starkville, MS	39	37	19	95	Firm has ability to do the work. Has good experience. Working on another ARC project for LCIDA.
Springer Engineering Starkville, MS	38	38	18	94	Firm has ability to do the work. Has good experience. Working with City via other services.

- (1) Qualifications – List of qualifications of each staff person to be assigned to project. (40 points)
- (2) Experience - Information regarding the experience of the firm. This information should include types of project activities undertaken, knowledge of Federal & State laws concerning bid procedures & contracts with particular emphasis on sewer construction. (40 points)
- (3) Capacity for Performance - Identify the number and title of staff available to be assigned to provide services. (20 points)

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill recognized the recent Starkville High 6A State Boys Basketball Championship as well as other sports wins in the area. SEC Basketball, Baseball, Tennis and Track will all be played at MSU March 22 – 24, 2019.

The Mayor made the following new employee introductions:

Utilities and Engineering: Chris Black – Engineering Inspector and Police Officers: Jeremy Fortney and Matthew Lasker

BOARD OF ALDERMEN COMMENTS:

Alderman Perkins noted the MSU Women's Basketball Team's recent SEC Championship win and that all of Starkville could take pride in their City and University.

Alderman Miller noted the positive recognition so many are bringing to the area.

Alderman Carver invited everyone to the baseball and softball opening ceremonies on April 4 and April 5.

Alderwoman Sistrunk expressed gratefulness for the new bids for the chip and sealing of roads. Due to patience and better weather, the bids were affordable compared to ones obtained six months ago. Work should begin in May.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that a citizen at 112 Fellowship Street has water crossing her driveway. He also spoke of the child in Montgomery County recently attacked by dogs and is grateful to the police for enforcing City dog ordinances. He asked that potholes on Garrard Road be repaired.

Teresa Foster, 1011 Louisville Street, presented photos to the Mayor of stagnant water problems in her area.

Mayor's Youth Council members thanked the Mayor and Board for their support. They invited everyone to support the council by buying tickets to their April 6 pancake breakfast at Applebee's from 7:30 to 9:30 a.m.

John Tolliver, 26 Choctaw Road, asked that the City take steps to address a sewer backup claim.

Chris Taylor, Ward 7, asked that the County and City set up more meetings to discuss common problems and projects.

PUBLIC APPEARANCES:

PRESENTATION OF BILL NASH AWARD TO KEEP STARKVILLE BEAUTIFUL BY KEEP AMERICA BEAUTIFUL PROGRAM.

Amy Counterman, Chairman of the Keep Starkville Beautiful Committee, recently attended the Keep America Beautiful Conference in Baltimore, Maryland, where Starkville was presented with the Bill Nash Award. This is for outstanding performance by a new group and is one of National recognition.

FISCAL YEAR 9/30/18 AUDIT PRESENTATION BY RANDY SCRIVNER OF WATKINS, WARD AND STAFFORD, PLLC.

Randy Scrivner of Watkins, Ward and Stafford, PLLC presented an overview of the 9/30/18 audit. He stated that the City is financially strong and stable. The fund balance at 9/30/18 was approximately 12%, with the ideal being 8%. A strong fund balance is necessary for a city to be prepared for a disaster or any downturn in the economy. This is the second straight year with no findings or deficiencies. He discussed the effects of GASB 68 on the balance sheet. The full written document will be delivered at the March 29 work session of the Mayor and Board.

PUBLIC HEARINGS: None

21. UPDATE ON THE PARKS PROGRAMS AND GRANTS

Alderman Perkins had requested the presentation, but due to having a written handout given to the Board, he withdrew the presentation request. (The handout is located on the City website under the March 15 meeting)

22. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2019 COTTON DISTRICT ARTS FESTIVAL AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES TO BE HELD ON APRIL 13, 2019.

Alderman Carver, duly seconded by Alderman Little, offered a motion to approve a Special Event request by the Starkville Area Arts Council to hold the 2019 Cotton District Arts Festival and have City participation with in-kind services to be held on April 13, 2019. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	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.

23. CONSIDERATION OF LW 19-02 A REQUEST FOR LANDSCAPE WAIVER FROM PERIMETER PARKING LANDSCAPE REQUIREMENTS AT 602 HIGHWAY 12 EAST (CHICKEN SALAD CHICK) IN A C-2 ZONE WITH THE PARCEL NUMBER 102H-00-178.00 WITH ONE CONDITION.

Daniel Havelin presented LW 19-02. The applicant is currently in the process of remodeling an existing building to convert to a restaurant (Chicken Salad Chick). As part of the renovation the site was required to meet all landscape requirements. The applicant received an approved site plan with a landscape plan that met all the requirements. Since the time of site plan approval, issues with an adjacent property owner arose that will prevent the west side of the parking lot from being landscaped fully. The applicant is seeking a Landscape Waiver from the perimeter parking landscape requirements on the western side of the parking lot.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to approve LW 19-02 with the following condition:

That the applicant reduces the perimeter landscape strip to 2 feet and does one of the following:

- a. Moves the 3 required canopy trees to another location on the property
- OR
- b. Replaces the 3 required canopy trees in the perimeter landscape island with 3 fastigiate or linear tree species

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

24. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of March 12, 2019 for fiscal year ending 9/30/19, 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 David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	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	\$ 785,655.04
Restricted Police Fund	002	623.40
Airport Fund	015	4,410.02
Airport – Restricted Fund	016	6,764.00
Sanitation	022	206,038.44
Landfill	023	1,933.12
Industrial Park Bond	303	5,612.17
Public Improvement Bonds 2018	319	141,763.41
Sub Total Before Utilities		\$ 1,152,799.60
Utilities Dept.	SED	1,123,468.11
Total Claims	Total	\$ 2,276,267.71

25. CONSIDERATION OF APPROVAL OF A LEASE PURCHASE QUOTE FROM BANK FIRST LEASING, LLC OVER FOUR YEARS AT 3.49% INTEREST FOR THE LEASE PURCHASE OF A JOHN DEERE 9009 TERRAIN CUT MOWER TO BE USED BY STARKVILLE PARK AND RECREATION DEPT.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve a lease purchase quote from Bank First Leasing, LLC over four years at 3.49% interest for the lease purchase of a John Deere 9009 terrain cut mower to be used by the Park and Recreation Dept. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	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.

The two quotes received were Bancorp South – 4.14% and BankFirst - 3.49%

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

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

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

27. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Little offered a motion to enter Executive Session for the purpose of discussing pending litigation relating to a cemetery trust fund. Following a second by Alderman Miller, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing potential litigation relating to a cemetery trust fund. At this time, the Board entered Executive Session.

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

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

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

29. CONSIDERATION OF A MOTION TO APPROVE A NON-JUDICIAL SETTLEMENT AGREEMENT BETWEEN STARKVILLE AND REGIONS BANK FILED IN OKTIBBEHA COUNTY CHANCERY COURT

Alderman Sistrunk offered a motion to approve the non-judicial settlement agreement pursuant to Mississippi Code Section 91-8-111 between Starkville and Regions Bank filed in Oktibbeha County Chancery Court Case No. 19-75-JNS. Alderman Little seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

30. MOTION TO ADJOURN UNTIL APRIL 2, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until April 2, 2019 @ 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 David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2019.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)