**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
OCTOBER 1, 2019**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 1, 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, Hamp Beatty, Roy A.' Perkins and Henry Vaughn, Sr. 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 Carver asked to remove Mayor's Business, IX. Item C. "Consideration of a Resolution seeking permission from the Surface Transportation Board to work with the county and surrounding regional community to assume the Kansas City Southern Railroad corridor to transform that existing rail line into a biking and pedestrian corridor" from consent.

Mayor Spruill asked that item XI. J. 1. "NRA Instructor School" be removed from the agenda at the request of the Police Chief in that the school has been canceled.

Mayor Spruill then asked that item XI. L. 1. "Authorization to sign a nondisclosure agreement between Entegrity Energy Partners, MSU, City of Starkville and TVA" be removed from the agenda at the request of Starkville Utility Director Terry Kemp in that all parties are not ready for the agreement to proceed.

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 Walker offered a motion, duly seconded by Alderman Carver, to approve the October 1, 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 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.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, OCTOBER 1, 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 SEPTEMBER 13, 2019 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
New Employee Introductions: Airport - Courtney Cox and Fire Department - Chase Bair

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

STARKVILLE AREA ARTS COUNCIL – JOHN BATEMAN

KEEP STARKVILLE BEAUTIFUL – AMY COUNTERMAN

VIII. PUBLIC HEARINGS

A. FIRST PUBLIC HEARING ON THE UPDATED PLACETYPE MAPS FOR THE COMPREHENSIVE PLAN.

B. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 307 APPLE STREET WITH THE PARCEL NUMBER 118P-00-116.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

C. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 109 ROOSEVELT TAYLOR SR. DRIVE (OR OLD ADDRESS, 109 BEATTIE STREET) WITH THE PARCEL NUMBER 118O-00-250.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

IX. MAYOR'S BUSINESS

A. PRESENTATION AND APPROVAL OF THE OCEDA 2% BUDGET FOR THE

FISCAL YEAR 2019-2020 IN ACCORDANCE WITH THE ENABLING LEGISLATION SB 3012.

B. CONSIDERATION AND APPROVAL OF THE VISITOR'S AND CONVENTION COUNCIL 2% BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SB 3012.

C. CONSIDERATION OF A RESOLUTION SEEKING PERMISSION FROM THE SURFACE TRANSPORTATION BOARD TO WORK WITH THE COUNTY AND SURROUNDING REGIONAL COMMUNITY TO ASSUME THE KANSAS CITY SOUTHERN RAILROAD CORRIDOR TO TRANSFORM THAT EXISTING RAIL LINE INTO A BIKING AND PEDESTRIAN CORRIDOR.

D. CONSIDERATION OF THE APPROVAL OF A YEAR EXTENSION WITH CORNERSTONE GOVERNMENT AFFAIRS, INC. FOR THE PURPOSE OF PROVIDING ASSISTANCE WITH THE CITY OF STARKVILLE STATE AND FEDERAL LEGISLATIVE AGENDA.

X. BOARD BUSINESS

A. DISCUSSION AND CONSIDERATION OF THE RESOLUTION REQUESTING THE 2020 LEGISLATIVE SESSION TO APPROVE A LOCAL AND PRIVATE BILL TO AUTHORIZE THE CITY OF STARKVILLE TO ADOPT GOLF CART DISTRICTS WITHIN THE CITY LIMITS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION OF THE RENEWAL OF CIRCLE S AVIATION FLIGHT TRAINING AGREEMENT.

2. REQUEST ACCEPTANCE OF PREMIER AVIATION FLIGHT SCHOOL LEASE.

3. REQUEST AUTHORIZATION TO ENTER INTO A CREDIT CARD AGREEMENT WITH U S BANK RELATING TO THE NEW WIRELESS SELF SERVE TERMINAL AT THE AIRPORT.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON NOVEMBER 5, 2019 UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 225 GARRARD ROAD WITH THE PARCEL NUMBER 118G-00-011.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

2. PLANNING

a. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2019 STAR(K)-FILLED CHRISTMAS EVENT WITH IN-KIND SERVICES TO BE HELD SUNDAY, DECEMBER 15, 2019.

b. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE STARKVILLE SUNDAY FUNDAY EVENT ON OCTOBER 27, 2019 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTANCE OF THE LOWEST AND BEST BID FOR THE HIGHWAY 12 SIDEWALK PROJECT - PROJECT NO. 18048 FROM SIMMONS EROSION CONTROL INC .

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 25, 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. REQUEST APPROVAL OF ANNUAL MUNICIPAL COMPLIANCE REPORT.

F. FIRE DEPARTMENT

1. PRESENTATION BY FIRE CHIEF CHARLES YARBROUGH ON FIRE PREVENTION MONTH.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE HERSHEL MCCARTER AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER THOMPSON AS AN INTERN IN THE FINANCE AND ADMINISTRATION DEPARTMENT.

3. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME RECEPTIONIST IN THE FINANCE AND ADMINISTRATION DEPARTMENT.

4. REQUEST AUTHORIZATION TO ADVERTISE FOR A FULL-TIME CUSTODIAN IN THE STARKVILLE PARK AND RECREATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST APPROVAL OF ROBERSON FLOOR SERVICE AS VENDOR FOR TRAVIS OUTLAW CENTER GYM AND RACQUETBALL COURT RE-POLISHING IN THE AMOUNT OF $5,700.00, THE LOWER OF TWO QUOTES.

2. REQUEST PERMISSION TO ACCEPT A NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA) 10-MINUTE WALK PLANNING GRANT AND TECHNICAL ASSISTANCE IN THE AMOUNT OF $40,000, WHICH INCLUDES REQUIRED TRAVEL, AND APPROVAL FOR THE MAYOR TO SIGN THE REQUIRED MEMORANDUM OF UNDERSTANDING BETWEEN NRPA AND THE CITY OF STARKVILLE.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL OF THE LOWEST AND BEST BID FROM WASTEZERO INC. FOR THE PURCHASE OF 13,000 ROLLS OF GARBAGE BAGS IN THE AMOUNT OF $ 128,960.00 FOR THE 2019 ANNUAL BAG DISTRIBUTION.

2. REQUEST APPROVAL TO DECLARE THE WRECKED 2016 MACK FRONT END LOADER (VIN#: 1M2AV02C2GM014963) A TOTAL LOSS, SELL TO INSURANCE COMPANY WITH PROCEEDS TO PAY OFF EXISTING LOAN AND BEGIN REPLACEMENT PROCESS.

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF PROJECT CHANGE ORDER #1 – STARKVILLE ROUNDHOUSE ROAD SEWER CDBG PROJECT #1130-17-347-PF-01 & #1133-17-347-PF-01.

XII. <u>CLOSED DETERMINATION SESSION</u>

XIII. <u>OPEN SESSION</u>

XIV. <u>EXECUTIVE SESSION</u>

PENDING LITIGATION

XV. <u>OPEN SESSION</u>

XVI. <u>RECESS UNTIL OCTOBER 15, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.</u>

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 – 18:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 13, 2019 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the September 13, 2019 work session of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE OCEDA 2% BUDGET FOR THE FISCAL YEAR 2019-2020 IN ACCORDANCE WITH THE ENABLING LEGISLATION SB 3012.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the "approval of OCEDA 2% budget for the fiscal year 2019-2020 in accordance with the enabling legislation SB 3012" is enumerated, this consent item is thereby approved.

REVENUES 2% FOOD & BEVERAGE TAX								
48020-E	FOOD/BEVERAGE TAX	$356,924.15	$290,000.00	($66,924.15)		$300,000.00	$299,701.92	$325,000.00
	Total Revenue 2% Food & Bev. Tax	$356,924.15	$290,000.00	($66,924.15)	$290,000.00	$300,000.00	$300,701.92	$325,000.00
EXPENSES 2% FOOD & BEVERAGE TAX								
90072-E	DUES/MEMBERSHIPS	$0.00	$500.00	$500.00	$500.00	$0.00		$ -
90073-E	INDUSTRY RELATIONS	$111,400.00	$121,000.00	$9,600.00	$121,000.00	$0.00		$20,000.00
90074-E	GTRDA/LINK					$100,000.00	$75,000.00	$100,000.00
90075-E	RETAIL/RECRUITMENT					$20,000.00	$10,000.00	$20,000.00
90076-E	MARKETING/EVENTS					$20,000.00	$25,470.00	$155,000.00
90077-E	MINORITY GRANTS					$20,000.00	$11,023.00	$20,000.00
90078-E	CORNERSTONE/NORTHSTAR PARK					$140,000.00	$5,980.00	$10,000.00
90079-E	TRAVEL/CONFERENCES	$0.00	$1,500.00	$1,500.00	$1,500.00	$0.00		$ -
	Total Expenses 2% Food & Bev. Tax	$111,400.00	$123,000.00	$11,600.00	$123,000.00	$300,000.00	$127,473.00	$325,000.00

4. CONSIDERATION OF APPROVAL OF THE VISITOR'S AND CONVENTION COUNCIL 2% BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SB 3012.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the FY 2019-2020 2% budget allocation by the Convention and Visitor Board in accordance with the enabling legislation of SB 3012" is enumerated, this consent item is thereby approved.

GSDP

BUDGET PROPOSAL FOR VISITORS & CONVENTION COUNCIL

	2016/2017	2017/2018	2018/2019	2019/2020
REVENUES HOTEL TAX				
CITY OF STARKVILLE	$ 225,000.00	$ 265,000.00	$ 265,000.00	$ 310,000.00
Total Hotel Tax Revenues	**$ 225,000.00**	**$ 265,000.00**	**$ 265,000.00**	**$ 310,000.00**
EXPENSES HOTEL TAX				

GSDP MANAGEMENT CONTRACT	$ 133,938.99	$ 133,968.99	$ 133,968.99	$ 133,968.99
GSDP OCCUPANCY AGREEMENT	$ 19,661.01	$ 20,209.85	$ 20,209.85	$ 20,209.85
MAIN STREET	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
AUDIT	$ 13,400.00	$ 13,800.00	$ 15,000.00	$ 15,000.00
CVB BOARD DEVELOPMENT	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
DUES- Sponsorship	$ 28,500.00	$ 22,000.00	$ 22,000.00	$ 30,000.00
DUES- Memberships		$ 6,500.00	$ 6,500.00	$ 6,500.00
CONVENTION RECRUITMENT/HOSPITALITY	$ 3,500.00	$ 7,000.00	$ 10,000.00	$ 30,000.00
Total Hotel Tax Expenses	**$ 225,000.00**	**$ 229,978.84**	**$ 234,178.84**	**$ 262,178.84**
REVENUES 2% FOOD & BEVERAGE TAX				
CITY OF STARKVILLE FOOD & BEV	$ 260,000.00	$ 290,000.00	$ 300,000.00	$ 310,000.00
MHSAA/NCAA	$ -	$ -	$ -	$ -
MSU ORIENTATION			$ 22,000.00	$ 36,000.00
RESTAURANT WEEK	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ -
Total Food & Beverage Tax Revenue	**$ 265,000.00**	**$ 300,000.00**	**$ 332,000.00**	**$ 346,000.00**
EXPENSES 2% FOOD & BEVERAGE TAX				
GSDP MARKETING/OPER CONTRACT	$ 63,000.00	$ 63,000.00	$ 63,000.00	$ 63,000.00
ADVERTISING-	$ 151,250.00	$ -		
ADVERTISING- CONTRACTS		$ 30,000.00	$ 30,000.00	$ 30,000.00
ADVERTISING- PRINT		$ 65,000.00	$ 65,000.00	$ 65,000.00
ADVERTISING- RADIO		$ 14,000.00	$ 14,000.00	$ 14,000.00
ADVERTISING- VIDEO		$ 16,000.00	$ 16,000.00	$ 10,000.00
ADVERTISING- DIGITAL/WEB		$ 10,000.00	$ 10,000.00	$ 15,000.00
ADVERTISING- PHOTOGRAPHY		$ 2,000.00	$ 2,000.00	$ 3,000.00
ADVERTISING- ATHLETICS		$ 36,000.00	$ 36,000.00	$ 36,000.00
SPONSORED PROGRAMS	$ 4,000.00	$ 8,000.00	$ 8,000.00	$ 13,000.00
SUSTAINING GRANT PROGRAM	$ 20,750.00	$ 20,750.00	$ 20,750.00	$ 20,750.00
SPEICAL PROJECTS	$ 5,500.00	$ 8,700.00	$ 20,000.00	$ 15,250.00
PROFESSIONAL DEVELOPMENT	$ 8,000.00	$ 6,000.00	$ 10,000.00	$ 10,000.00
MSU ORIENTATION		$ -	$ 10,000.00	$ 46,000.00
CONSULTING SERVICES	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 5,000.00
RESTAURANT WEEK	$ 2,500.00	$ 7,500.00	$ 7,500.00	$ -
Total Expenses	**$ 265,000.00**	**$ 296,950.00**	**$ 322,250.00**	**$ 346,000.00**

5. CONSIDERATION OF THE APPROVAL OF A YEAR EXTENSION WITH CORNERSTONE GOVERNMENT AFFAIRS, INC. FOR THE PURPOSE OF PROVIDING ASSISTANCE WITH THE CITY OF STARKVILLE STATE AND FEDERAL LEGISLATIVE AGENDA.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the "approval of a contract extension with Cornerstone Government Affairs, Inc. for the purpose of assisting with state and national legislative endeavors" is enumerated, this consent item is thereby approved.

Agreement on following page.

6. CONSIDERATION OF THE RENEWAL OF CIRCLE S AVIATION FLIGHT TRAINING AGREEMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the renewal of the Circle S Flight Training Agreement at George M. Bryan Field, Starkville MS, for one year" is enumerated, this consent item is thereby approved.

Circle S Agreement follows Cornerstone Agreement.

7. CONSIDERATION OF ACCEPTANCE OF PREMIER AVIATION FLIGHT SCHOOL LEASE.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the Premier Aviation Flight Training Agreement at George M. Bryan Field, Starkville MS, for one year" is enumerated, this consent item is thereby approved.

Premier Lease follows Circle S Agreement

8. CONSIDERATION TO ENTER INTO A CREDIT CARD AGREEMENT WITH U S BANK RELATING TO THE NEW WIRELESS SELF SERVE TERMINAL AT THE AIRPORT.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the US Bank Gateway Agreement for the New M4000 Self-Serve Terminal at George M. Bryan Field" is enumerated, this consent item is thereby approved.

U S Bank Credit Card Agreement follows Premier Lease

AMENDMENT II TO SERVICE AGREEMENT

This Amendment II (the "***Amendment II***"), effective as of October 1, 2019 is made by and between STARKVILLE, MS (hereinafter referred to as "***STARKVILLE***"), with offices at 110 West Main Street, Starkville, MS 39759 and CORNERSTONE GOVERNMENT AFFAIRS, INC. (hereafter referred to as "***CORNERSTONE***"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, and doing business as CORNERSTONE GOVERNMENT AFFAIRS, with its principal place of business at 800 Maine Avenue, SW, 7th Floor, Washington, DC 20024.

WHEREAS, STARKVILLE and CORNERSTONE are Parties to Service Agreement with an effective date of October 1, 2017 (the "***Agreement***") and an Amendment with (the "***Amendment***") an effective date of October 1, 2018; and

WHEREAS, the Parties desire to amend the Agreement and the Amendment as set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The term of the Agreement and the Amendment shall be extended for twelve (12) months, commencing on October 1, 2019 through September 30, 2020 (the "***Term***").

2. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

The Parties hereby accept and agree to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment II and acknowledge that they are authorized to execute same.

STARKVILLE, MS

By: _______________

Name: D. Lynn Spruill

Title: Mayor

Date: 10-1-2019

CORNERSTONE GOVERNMENT AFFAIRS, INC.

By: _______________

Name: Campbell Kaufman

Title: Principal & Director of State Government Relations

Date: September 4, 2019

STARKVILLE MUNICIPAL AIRPORT

GEORGE M. BRYAN FIELD

Circle S Aviation, LLC Flight Training Agreement

This agreement is entered into this the 1st day of October, 2019 by and between Starkville Municipal Airport, George M. Bryan Field, ("Airport"), established pursuant to "Municipal Airport Law," Mississippi Code §§ 61-5-1 through 61-5-49, and owned and operated by the City of Starkville, Mississippi, and Circle S Aviation, LLC ("Circle S"), for the purpose of the Circle S establishing and operating a Flight Training business.

In addition, the parties agree to the following:

1. Circle S agrees to have on file and update as necessary a listing of each part time and full-time employee of Circle S including their hire and/or termination date, title, responsibilities and duties.
2. Airport and Circle S understand that this agreement does not grant an exclusive right to Circle S for any services described herein. Unrestricted areas of George M. Bryan Field are available on an equal basis to all qualified and approved Flight Training businesses.
3. This agreement is for a term of twelve (12) months, commencing on October 1, 2019 and terminating on September 30, 2020 with a yearly option to renew on terms agreeable to the parties.
4. Circle S agrees to conduct the business of "Flight Training" as described in the "Minimum Standards" for Fixed Base Operators as adopted by the City of Starkville on or about March 1, 2016, a copy of which is attached hereto as "Exhibit A."
5. Circle S agrees to operate a business for the use and benefit of the public and furnish all services on a fair, equal, and non-discriminatory basis to all users thereof, and to charge fair and reasonable prices for each unit or service. Circle S shall file a list of all aircraft rental and flight training rates charged with Airport and keep said file updated at such time a change is made. All services offered by the Circle S shall be performed with promptness and courtesy. Notwithstanding anything to the contrary, nothing contained herein shall be construed to authorize the granting of exclusive rights within the meaning of Section 308(a) of the Federal Aviation Act of 1968, as amended. Circle S further agrees to keep the flight training premises in a neat and orderly manner, free of offensive or dangerous materials and conditions.
6. Circle S currently has a lease agreement with the Starkville Municipal Airport regarding leasing a portion of the South Hangar located at 320 Airport Road for flight training and aircraft rental purposes, commencing on March 19, 2019. That agreement continues in full effect.
7. Circle S shall be responsible for its actions and the actions of its employees, agents and/or representatives. Circle S shall assume the defense, hold harmless, and fully indemnify Airport, and the City of Starkville and its officers, agents, and employees, from any and all claims, suits, judgements, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to Circle S's flight training. This indemnification provision shall survive the termination of this agreement.
8. Circle S shall, at its sole expense, maintain and keep proof on file with the Airport the following insurance: public general liability with minimum limits of $1,000,000; statutory limits for workers compensation (if applicable); employers liability with minimum limits of $1,000,000; commercial general liability with minimum limits of $1,000,000; personal injury and/or death with minimum limits of $1,000,000; medical coverage with minimum

limits of $10,000 per person; and fire liability with minimum limits of $100,000. All such insurance shall be issued by a carrier that is licensed to do business in the State of Mississippi and shall name Airport and the City of Starkville, Mississippi as additional insureds on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Airport and City of Starkville, Mississippi. Proof of such insurance shall be presented to Airport and the City of Starkville, Mississippi prior to execution of this agreement, as an express condition and requirement of it. Such insurance shall not be cancelled without at least thirty (30) days written notice thereof being given to Airport. Cancellation of any of the required insurance under this agreement provides grounds for the Airport to immediately cancel and revoke this agreement.

9. Airport agrees that Circle S shall have the right to subcontract or assign the whole or any part of Circle S's rights and privileges under this agreement by providing ninety (90) day prior written request to Airport of such agreement or subcontract and receiving written approval from Airport prior to such assignment or subcontract. Airport reserves the right to reject any such assignment or subcontract for any reason or no reason. Circle S expressly understands and agrees that the subcontracting or assigning of any or all of Circle S's rights and privileges under this agreement shall in no way relieve Circle S of any obligation, responsibility or liability imposed by this agreement unless so agreed to in writing by Airport.
10. In the event that any terms of this agreement conflict with any conditions, restrictions, rules, or regulations promulgated or contracted by the United States Government or any department or agency thereof having jurisdiction over said airport, or by the Aeronautics Division of the Mississippi Department of Transportation, such conditions, restrictions, rules or regulations of these governments or governmental agencies shall control.
11. Circle S, for itself, its members, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree to the following: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities; and (b) that Circle S shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federal-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights act of 1964, and as said regulations may be amended.
12. Circle S expressly agrees that: (a) it is an independent contractor and is not an agent, employee, or representative of Airport or the City Of Starkville, Mississippi; (b) that neither the individual members of the Starkville/Oktibbeha County Airport Board, nor the Airport Director, nor the Airport Operations Manager, nor the Mayor and Board of Aldermen of the City of Starkville, nor the Oktibbeha County Board of Supervisors, shall be charged personally with any liability under any covenant of this agreement or because of any breach thereof.
13. Airport and Circle S agree and understand that notwithstanding any of the foregoing terms and conditions of this agreement, that Airport or Circle S shall have the absolute right to terminate this agreement upon ninety (90) days written notice to the other party.
14. This agreement constitutes the entire agreement between the parties hereto. Representations or statements not contained herein shall be valid only if in writing, as an addendum to this agreement and signed by all parties.
15. This agreement shall be construed according to the laws of the State of Mississippi. The venue and jurisdiction of any action to enforce or construe this agreement shall be vested exclusively in the State courts of Oktibbeha County, Mississippi or the United

States District Court for the Northern District of Mississippi, Aberdeen Division, as the case may be.

16. Should Circle S desire to make modifications at Circle S's expense to any property, all plans and plan specifications for the modifications must be approved in writing before any modifications are started by Circle S. The Airport shall not be liable for payment of any cost or expense incurred or the quality of any workmanship or materials acquired as a result of any modifications. Circle S agrees to indemnify and hold Airport, and the City of Starkville and its officers, agents, and employees, harmless from any and all liabilities, damages, and/or penalties and any costs, expense, or claims of any kind or nature including, but not limited to attorney's fees, arising out any modifications, and said indemnification shall apply to injury or damage to persons or property. No modification is allowed that will diminish the value of any Airport owned property or equipment. All modifications made by Circle S shall be and become the property of the Airport upon installation.

Starkville Municipal Airport, George M. Bryan, ("Airport")

____

By: D. Lynn Spruill (Print Name)

Its: Mayor

Circle S Aviation, LLC ("Circle S")

____

By: Robert Scott Sorrels (Print Name)

Its: Owner

STARKVILLE/OKTIBBEHA COUNTY AIRPORT

GEORGE M. BRYAN FIELD

Premier Aviation

Flight Training Lease Agreement

This agreement is entered into this the 1st day of October, 2019 by and between Starkville Municipal Airport, George M. Bryan Field, ("Lessor"), established pursuant to "Municipal Airport Law," Mississippi Code §§ 61-5-1 through 61-5-49, and owned and operated by the City of Starkville, Mississippi, and Premier Aviation ("Lessee"), for Flight Training Operations.

The parties agree to the following:

1. Lessor leases to Lessee a part of Starkville Municipal Airport on George M. Bryan Field, consisting of designated office space in Building A, FBO Hangar Building. Lessee agrees to pay Lessor on or before the tenth (10th) of each month the sum of $100.00 per month for the designated leased office space "A". The rent shall be considered late if not received by the 10th of each month. If such rent is not received by the date due, a late fee will be applied beginning the 11th day of each month in the amount of 10% of the rent due for the month. Failure of the Lessee to pay rent timely under this Lease shall constitute a default of this agreement at the discretion of the Lessor and allow the Lessor to seek all available remedies under the law, including acceleration of all rent payments for the duration of the lease term.
2. A sketch attached hereto as "Exhibit A," and made a part hereof, shows all property described under this lease. Lessor and Lessee understand that this agreement does not grant an exclusive right to Lessee for any services described herein. Areas of George M. Bryan Field are available on an equal basis to other qualified Flight Training Operators.
3. This lease is for a term of twelve (12) months, commencing on October 1, 2019, and terminating on September 30, 2020 with a yearly option to renew on terms agreeable to the parties.
4. Lessor leases said premises to Lessee solely for Lessee's use and purpose of conducting the business of "Flight Training" as described in the "Minimum Standards" for Fixed Base Operators as adopted by the City of Starkville on or about March 1, 2016, a copy of which is attached hereto as "Exhibit B."
5. Lessee agrees to operate the leased premises for the use and benefit of the public and make available to the public on fair and reasonable terms all leased airport facilities, and furnish all services on a fair, equal, and non-discriminatory basis to all users thereof, and to charge fair and reasonable prices for each unit or service. Lessor agrees that the rates and charges for such activities and services shall be fixed by the Lessee subject to the Lessor's concurrence and approval. Lessee shall file a list of all rates with Lessor and keep said file updated at such time a change is made. In the event of dispute as to the reasonableness of any charge or fee by Lessee, Lessee agrees and understands that the final determination of such charge or fee will be made by the Lessor. All services offered by the Lessee shall be performed with promptness and courtesy. Notwithstanding anything to the contrary, nothing contained herein shall be construed to authorize the granting of exclusive rights within the meaning of Section 308(a) of the Federal Aviation Act of 1968, as amended. Lessee further agrees to keep the leased premises in a neat and orderly manner, free of offensive or dangerous materials and conditions.

6. Lessee shall be responsible for its actions and the actions of its employees, agents and/or representatives. Lessee shall assume the defense, hold harmless, and fully indemnify Lessor, and the City of Starkville, Mississippi, and its employees, agents, and representatives, from any and all claims, suits, judgements, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to Lessee's use of the leased premises. This indemnification provision shall survive the termination of this lease agreement.
7. Lessee shall, at its sole expense, maintain and keep on file the following insurance: public general liability with minimum limits of $1,000,000; statutory limits for workers compensation (if applicable); employers liability with minimum limits of $1,000,000; commercial general liability with minimum limits of $1,000,000; personal injury and/or death with minimum limits of $1,000,000; medical coverage with minimum limits of $ 100,000 per person; and fire liability with minimum limits of $1,000,000. All such insurance shall be issued by a carrier that is licensed to do business in the State of Mississippi and shall name Lessor and the City of Starkville, Mississippi as additional insureds on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Lessor and City of Starkville, Mississippi. Proof of such insurance shall be presented to Lessor and the City of Starkville, Mississippi prior to execution of this lease, as an express condition and requirement of it. Such insurance shall not be cancelled without at least thirty (30) days written notice thereof being given to Lessor. Cancellation of any of the required insurance under this lease provides grounds for the Lessor to immediately cancel and revoke this lease.
8. Lessor agrees that Lessee shall have the right to subcontract or assign the whole or any part of Lessee's rights and privileges under this lease by providing ninety (90) day prior written request to Lessor of such agreement or subcontract and receiving written approval from Lessor prior to such assignment or subcontract. Lessor reserves the right to reject any such assignment or subcontract for any reason or no reason. Lessee expressly understands and agrees that the subcontracting or assigning of any or all of Lessee's rights and privileges under this lease shall in no way relieve Lessee of any obligation, responsibility or liability imposed by this lease unless so agreed to in writing by Lessor.
9. In the event that any terms of this lease conflict with any conditions, restrictions, rules, or regulations promulgated or contracted by the United States Government or any department or agency thereof having jurisdiction over said airport, or by the Aeronautics Division of the Mississippi Department of Transportation, such conditions, restrictions, rules or regulations of these governments or governmental agencies shall control.
10. The Lessee, for itself, its members, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree to the following: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities; and (b) that Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federal-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights act of 1964, and as said regulations may be amended.
11. Lessee expressly agrees that: (a) it is an independent contractor and is not an agent, employee, or representative of Lessor or the City Of Starkville, Mississippi; (b) that neither the individual members of the Starkville/Oktibbeha County Airport Board, nor Airport Director, nor Airport Operations Manager, nor the Mayor and Board of Aldermen of the City of Starkville, nor the Oktibbeha County Board of Supervisors, shall be

charged personally with any liability under any covenant of this lease or because of any breach thereof.

12. Lessor and Lessee agree and understand that notwithstanding any of the foregoing terms and conditions of this lease, that Lessor or Lessee shall have the absolute right to terminate this lease upon ninety (90) days written notice to the other party.
13. This lease constitutes the entire agreement between the parties hereto. Representations or statements not contained herein shall be valid only if in writing, as an addendum to this agreement and signed by all parties.
14. This agreement shall be construed according to the laws of the State of Mississippi, the venue and jurisdiction of any action to enforce or construe this agreement shall be vested exclusively in the State courts of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Eastern Division, as the case may be.
15. Should Lessee desire to make modifications at Lessee's expense to any leased property, all plans and plan specifications for the modifications must be approved in writing before any modifications are started by Lessee. The Lessor shall not be liable for payment of any cost or expense incurred or the quality of any workmanship or materials acquired as a result of any modifications. The Lessee agrees to indemnify and hold harmless Lessor, along with the City of Starkville, Mississippi and its employees, agents, and representatives, from any and all liabilities, damages, and/or penalties and any costs, expense, or claims of any kind or nature including, but not limited to attorney's fees, arising out any modifications, and said indemnification shall apply to injury or damage to persons or property. No modification is allowed that will diminish the value of any Lessor owned property or equipment. All modifications made by Lessee or any of its Sub-lessees shall be and become the property of the Lessor upon installation.

Starkville Municipal Airport, George M. Bryan Field, ("Lessor")

____

By: D. Lynn Spruill (Print Name)

Its: Mayor - City of Starkville

Premier Aviation ("Lessee")

____

By: JOHN R CLARK (Print Name)

Its: PREMIER AVIATION

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GATEWAY AGREEMENT FOR GOVERNMENT ENTITIES

THIS GATEWAY AGREEMENT FOR GOVERNMENT ENTITIES ("Agreement") is entered into by **U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank")** and the entity executing this Agreement as **"Licensee."** This Agreement is effective upon signing by U.S. Bank (**"Effective Date"**).

BACKGROUND

U.S. Bank has built and maintains multiple, highly confidential and proprietary web-based XML interfaces and related documentation (collectively, "**Gateways**") used for the authorization and settlement of payment card transactions (the "**Transactions**"). Licensee is a merchant participant or a group of merchant participants (with the group being responsible for aggregating those merchant participants' data) in the Shell Aviation Card Program ("**Program**"). In conjunction with the Program, Licensee wishes to use the software programs set forth on Exhibit A to this Agreement (collectively, the "**Software**") to provide an interface to the Gateways. The respective developers for each Software program (the "**Developer(s)**") are also set forth on Exhibit A.

By clicking on the "I AGREE" button or a similar affirmation, or by acknowledging acceptance of the Agreement by any other method allowed by U.S. Bank (including, without limitation, a physical or electronic signature), Licensee agrees that it has reviewed and agrees to be legally bound by the terms and conditions of the Agreement.

TERMS AND CONDITIONS

1. TERM AND TERMINATION.

1.1 Term. This Agreement will commence on the Effective Date and will remain in effect unless terminated as provided herein (the "**Term**").

1.2 Termination. Either party may terminate this Agreement for cause upon 30 days' written notice, if the other party has breached its duties set forth in this Agreement and has not cured such breach within the 30-day notice period. Upon termination of this Agreement, all licenses granted hereunder immediately terminate, and Licensee shall immediately discontinue use of the Software and Gateways. Additionally, U.S. Bank may terminate this Agreement upon the termination or expiration of any underlying processing agreement that it has in place with Licensee.

2. LICENSE GRANT.

2.1 License. Subject to the terms and conditions of this Agreement, U.S. Bank hereby grants, and Licensee hereby accepts, a non-exclusive, non-transferable, revocable, limited license (without right to sublicense) to use the Gateways with the Software, solely for Licensee's use with its merchants/sub-merchants during the Term and for submitting Transactions to U.S. Bank.

2.2 Use Restrictions. Licensee shall not, and shall not permit any third party to:

- **A.** Use the Software or Gateways in any way inconsistent with the terms of this Agreement;
- **B.** Use the Software or Gateways, either directly or indirectly, to develop any product or service that competes with the Software and Gateways provided pursuant to this Agreement;
- **C.** Dissemble, decompile, decrypt, extract, reverse engineer, or modify the Software or Gateways, or otherwise apply any procedure or process to the Software or Gateways to ascertain, derive or appropriate for any reason or purpose, the source code or source listings for the Software or Gateways, or any algorithm, process, procedure, or other information contained in the Software or Gateways;
- **D.** Provide the Software or Gateways to any third party, other than to Licensee's (or its sub-merchants') authorized employees and contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions set forth herein;
- **E.** Make any copies of the Software or Gateways, except as incidental to the purposes of this Agreement, or for archival purposes as required by applicable law (and any copies hereunder must contain all required proprietary notices);
- **F.** Rent, lease, assign, sublicense, transfer, distribute, allow access to, or time share the Software or Gateways;
- **G.** Circumvent or attempt to circumvent any applicable security measures of the Software or the Gateways; or
- **H.** Use the Software or Gateways for any illegal purpose.

3. INTELLECTUAL PROPERTY AND OWNERSHIP.

3.1 Intellectual Property. U.S. Bank and its licensors retain all right, title and interest in and to the Software and Gateways, and any Intellectual Property embodied therein. Licensee has no rights other than those rights expressly

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set forth herein. As used in this Agreement, "**Intellectual Property**" means all patents, copyrights, trademarks, trade secrets, service marks, and any other intellectual property rights, and any applications for any of the foregoing, in all countries of the world.

3.2 Modifications and Derivative Works. As between U.S. Bank and Licensee, U.S. Bank or its licensors own all right, title and interest in any modifications, derivatives, improvements, enhancements or extensions of or to the Gateways and the Software ("**Derivative Works**"), including, without limitation, any Intellectual Property, regardless of which party creates such Derivative Work. Licensee transfers, conveys and assigns to U.S. Bank in perpetuity all right title and interest to such Derivative Works. Licensee further agrees to execute any such documents, render such assistance and take such other action as U.S. Bank and its licensors reasonably request to apply for, register, perfect and protect U.S. Bank's Intellectual Property in the Derivative Works.

3.3 Updates to Software and Gateways. U.S. Bank and its licensors may, in their discretion, release Updates to the Software or Gateways. In this Agreement, "**Updates**" mean enhancements or improvements to the Software or Gateways. Licensee agrees that: i) it is entirely responsible for maintaining compatibility with the Software and Gateways; and ii) its failure to install such Updates in a timely manner may affect the functionality of the Software and Gateways.

3.4 Third Party Licenses. Certain licenses granted hereunder may be subject to other licenses held by U.S. Bank. If any license held by U.S. Bank is terminated or otherwise expires, U.S. Bank may terminate, in its sole discretion, the corresponding license granted to Licensee.

4. COMPLIANCE AND SECURITY.

4.1 Licensee shall notify U.S. Bank immediately if a Developer or any other third party has solicited or attempted to solicit Licensee, its employees or agents to: i) discontinue its use of the Gateways and commence processing with another processing service provider; or ii) split settlements or misappropriate or re-direct Transactions. Licensee agrees that engaging in such activity or accepting such solicitations may jeopardize Licensee's eligibility to accept U.S. Bank's card(s) and remain in the Program.

4.2 U.S. Bank shall use commercially reasonable efforts to maintain the security of the Gateways. Licensee shall use commercially reasonable efforts to maintain the security of Software and any associated passwords.

4.3 Licensee is solely responsible for the security of data residing on servers owned or operated by Licensee, or a third party designated by Licensee (such as a web hosting company). Licensee shall comply with all applicable laws, policies and regulations governing the security, privacy, collection, retention and use of customer data belonging to Licensee or its merchants or sub-merchants, including, without limitation, financial information, card account numbers, and all other personally identifiable customer information. Licensee shall further comply with all then-current rules, regulations, and security measures issued by payment networks and the Federal Trade Commission, associated with the collection, security, dissemination and destruction of data from and related to its customers and their respective Transactions (collectively, **"Transaction Data**").

4.4 Licensee shall take precautions to ensure that Licensee's (and its merchants/sub-merchants') server and electronic systems are secure from breach or intrusion by unauthorized third parties. If the systems of Licensee or its merchants/sub-merchants (or systems under their respective control) are breached and an unauthorized third party has access to or has accessed Transaction Data, Licensee shall notify U.S. Bank promptly of such breach and will implement all such precautions to prevent such breaches from occurring in the future.

4.5 Licensee shall comply, and cause its merchants and sub-merchants to comply, with all U.S. Bank security protocols and procedures in effect during the Term of this Agreement. Licensee is solely responsible for verifying the accuracy and completeness of all Transactions submitted and processed by U.S. Bank. U.S. Bank is not liable for any improperly processed or unauthorized Transactions or illegal or fraudulent access to Licensee's account or to Transaction Data.

5. CONFIDENTIALITY AND TRADE SECRETS

5.1 As between U.S. Bank and Licensee, the Gateways and related Intellectual Property, as well as documentation supplied by U.S. Bank or its licensors ("**Documentation**") pursuant to this Agreement are U.S. Bank's trade secrets (the "**Trade Secrets**"). Licensee shall:

A. Maintain the confidentiality of such information, limit access to such information solely to those employees that have a need to know, and use such information only in accordance with this Agreement; and

B. In no way discuss or otherwise make available such information to any third parties, to the extent permitted by law.

5.2 Nothing in this Agreement should be construed to limit or prevent Licensee from disclosing information to the extent required under the open records laws or regulations applicable to Licensee.

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6. **WARRANTIES.**

6.1 Licensee hereby represents and warrants that:

- **A.** All representations and statements made by Licensee in this Agreement are accurate, and complete in all respects, and Licensee hereby authorizes U.S. Bank to verify and confirm all information provided herein;
- **B.** Licensee is engaged in a lawful business and is duly licensed to conduct such business under the laws of any state, county, city and country in which Licensee operates;
- **C.** Licensee will not submit any Transactions that violate any laws of any related state, county, city, or country or any bank card and payment network rules, and will otherwise comply with all applicable laws, regulations, and rules in connection with Licensee's obligations under this Agreement; and
- **D.** There are no outstanding or contemplated assignments, obligations or agreements, whether written, oral or implied, that are inconsistent with the rights and obligations of this Agreement.

The Gateways and Software are provided on an "as-is" basis, "as available," basis. U.S. Bank does not represent or warrant that the Gateways and Software will be available, accessible, uninterrupted, timely, secure, accurate, complete, or entirely error-free. To the extent permitted by the laws of the jurisdiction in which Licensee is located, U.S. Bank specifically disclaims all representations, warranties and conditions whether express or implied, arising by statute, operation of law usage of trade, course of dealing or otherwise, including but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, non-infringement, or title with respect to the Gateways and Software. To the extent permitted by the laws of the jurisdiction in which Licensee is located, Licensee understands and agrees that U.S. Bank bears no risk with respect to Licensee's sale of products or services, including, without limitation, any risk associated with card fraud or chargebacks.

7. **INDEMNIFICATION.**

7.1 To the extent permitted by the laws of the jurisdiction in which Licensee is located, Licensee shall indemnify, defend and hold harmless U.S. Bank and its affiliates, parents and subsidiaries, and any of their officers, directors, agents and employees, from and against any claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by U.S. Bank, arising out of or related to:

- **A.** Any breach or alleged breach by Licensee of any representation, warranty or obligation set forth in this Agreement;
- **B.** Any damage or loss arising from the negligence, fraud, dishonesty, or willful misconduct of Licensee or any of Licensee's merchants/sub-merchants, employees, agents or customers;
- **C.** The reliability, accuracy, or legitimacy of Transaction Data as submitted to U.S. Bank;
- **D.** Transactions submitted by Licensee to U.S. Bank and rejected by U.S. Bank or an issuing bank;
- **E.** Any alleged infringement of a patent, copyright, trademark, or other intellectual property right resulting from the acts or omissions of Licensee or its merchants/sub-merchants; or
- **F.** Claims by customers of Licensee or its merchants/sub-merchants.

7.2 In all cases and notwithstanding the obligations set forth in Section 7.1, each party to this Agreement will be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction.

8. **LIMITATION OF LIABILITY.**

8.1 To the extent permitted by the laws of the jurisdiction in which Licensee is located, under no circumstances will either party or any of its parents, affiliates (or any officers, directors, employees or agents of those parties) be liable for any indirect, incidental, consequential, punitive, special, or exemplary damage or loss suffered or incurred by the other party, regardless of the form of action, or any loss of revenue, profits or business, anticipated savings, loss of goodwill or reputation, costs of delay, lost or damaged data, or the incurring of liability for loss or damage of any nature whatsoever suffered by third parties, all whether in contract, strict liability or tort (including negligence), regardless of whether it has been advised of the possibility of such damages. This exclusion will not preclude U.S. Bank from seeking indemnification, pursuant to Section 7 of this Agreement.

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8.2 Except with respect to indemnification obligations, to the extent permitted by the laws of the jurisdiction in which Licensee is located, in no event will a party's liability under this Agreement for all claims arising hereunder exceed, in the aggregate, $1,000.00.

8.3 To the extent permitted by the laws of the jurisdiction in which Licensee is located, Licensee expressly agrees that U.S Bank will not be liable for any loss arising from or related to:

A. fraudulent transactions processed through Licensee's payment Gateway accounts; or

B. actions or inactions by any third party.

9. MISCELLANEOUS.

9.1 Amendment to this Agreement; Waiver. No modification or waiver of any of the terms and conditions of this Agreement will be binding upon U.S. Bank, whether written, oral, or in any other medium, unless made in writing and approved and signed by U.S. Bank. To the extent required by changes in technology, applicable laws or regulations (or to the extent reasonably necessary to comply with changes in U.S. Bank policy stemming from such changes in applicable laws or regulations), U.S. Bank may amend the terms and conditions set forth herein by providing Licensee notice thereof. Such amendments will take effect on the date specified in such notice. All rights and duties within this Agreement are material. No waiver of any rights hereunder will be deemed effective unless in writing executed by the waiving party. No waiver by either party of a breach or any provision of this Agreement will constitute a waiver of any prior or subsequent breach of the same or any other provision of this Agreement. No failure to exercise, and no delay in exercising, any right(s) hereunder on the part of either party will operate as a waiver of any such right. All of U.S. Bank's rights are cumulative; and no single or partial exercise of any right hereunder will preclude further exercise of such right or any other right.

9.2 Relationship of the Parties. Each party is an independent contractor and not an agent or representative of the other party. This Agreement does not create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon any party.

9.3 Assignment. Licensee shall not assign any of its rights or delegate the performance of any of its obligations under this Agreement without the prior written consent of U.S. Bank, including in the case of merger.

9.4 Governing Law. This Agreement is governed by and construed in accordance with the laws of the state in which the Licensee is located (or in the case of a federal entity, in accordance with federal law), without regard to the conflict of laws principles. The parties agree that any suit, action, or proceeding arising out of or relating to this Agreement, or the interpretation, performance or breach of this Agreement, must be instituted in any court of the State in which the defendant or respondent to such suit or action is located, or if the contracting party is a federal government entity, the necessary or applicable board of contract appeal or the Court of Federal Claims. Each party irrevocably submits to the jurisdiction of those courts and waives all objections to jurisdiction and venue.

9.5 Severability. If any provision, in whole or in part, of this Agreement is held invalid or unenforceable for any reason, the invalidity will not affect the validity of the remaining provisions of the Agreement. The parties may substitute for the invalid provision which most closely approximates the intent and economic effect of the invalid provision.

9.6 Notices. All notices to Licensee must be given electronically, sent to the electronic mail address provided by Licensee.

9.7 Survival. The provisions of this Agreement relating to any fees or other amounts owed, confidentiality, intellectual property ownership, compliance, security, warranties, limitation of liability, indemnification, governing law, severability, and this paragraph will survive termination or expiration of this Agreement. Additionally, all obligations and duties hereunder by their nature extend beyond the expiration or termination of this Agreement survive and remain in effect beyond any expiration or termination hereof.

9.8 Entire Agreement. This Agreement, together with any documents referenced herein, set forth the entire understanding and agreement of the parties, and supersede all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of this Agreement. Licensee acknowledges that this Agreement reflects an informed, voluntary allocation between U.S. Bank and Licensee of all risks (both known and unknown) associated with the subject matter of this Agreement.

Date:____________	Date: ____________
By Government Licensee:	**By U.S. Bank:**
City of Starkville, Mississippi	U.S. Bank National Association

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Printed Name of Licensee	
(Signature of Authorized Signer)	(Signature of Authorized Signer)
D. Lynn Spruill (Printed Name of Authorized Signer)	Brad W. Hoffelt (Printed Name of Authorized Signer)
Mayor- City of Starkville (Printed Title of Authorized Signer)	Senior Vice President (Printed Title of Authorized Signer)

EXHIBIT A: SOFTWARE AND DEVELOPERS

SOFTWARE:	DEVELOPER:

9. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON NOVEMBER 5, 2019 UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 225 GARRARD ROAD WITH THE PARCEL NUMBER 118G-00-011.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the "approval of initiating a public hearing under Miss. Code Ann. § 21-19-11 to determine that the property located at 225 Garrard Road with the parcel number 118G-00-011.00 is a menace to the public health, safety, and welfare of the community" is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF APPROVAL OF ANNUAL MUNICIPAL COMPLIANCE REPORT.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the 2019 Municipal Compliance Questionnaire" is enumerated, this consent item is thereby approved.

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
   City of Starkville 110 West Main St, Starkville, MS 39759
2. List the date and population of the latest official U.S. Census or most recent official census:
   2010 - 23888
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney). See Attached (Appendix A)
4. Period of time covered by this questionnaire:
   From: October 1, 2018 To: September 30, 2019

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2018

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) — Y

2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) — Y

3. Are municipal records open to the public? (Section 25-61-5) — Y

4. Are meetings of the board open to the public? (Section 25-41-5) — Y

5. Are notices of special or recess meetings posted? (Section 25-41-13) — Y

5. Are all required personnel covered by appropriate surety bonds?
   - Board or council members (Sec. 21-17-5) — Y
   - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) — Y
   - Municipal clerk (Section 21-15-38) — Y
   - Deputy clerk (Section 21-15-23) — Y
   - Chief of police (Section 21-21-1) — Y
   - Deputy police (Section 45-5-9) (if hired under this law) — NA

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) — Y

8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) — Y

9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) — Y

10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) — Y

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) — Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y

14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y

16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y

17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y

2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

1.	Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)	Y
2.	Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87)	Y
3.	Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)	Y
4.	Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)	Y
5.	Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)	Y

PART V - Taxes and Other Receipts

1.	Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)	Y
2.	Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)	Y
3.	Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)	NA
4.	Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)	Y
5.	Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321)	Y
6.	Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)	Y
7.	Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)	Y
8.	Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)	Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) ____Y______

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) ____Y______

11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) ____Y______

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) ____Y______

13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) ____Y______

14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) ____Y______

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) ____Y______

APPENDIX A:

Position	Name	Address	Telephone
Mayor	D. Lynn Spruill	1016 F Louisville St	662-648-9706
Alderman Ward 1	Ben Carver	503 Cottonwood Dr	662-769-0792
Alderman Ward 2	Sandra Sistrunk	522 Chestnut Dr	662-418-4574
Alderman Ward 3	David Little	100 Cypress Point Rd	662-418-5430
Alderman Ward 4	Jason Walker	405 Shadowood Drive	662-617-0130
Alderman Ward 5	Hamp Beatty	112 St Charles Ave	662-418-8978
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-323-2004
City Attorney	Chris Latimer	215 N. 5th St / 39701	662-245-5132

CITY OF STARKVILLE, MS

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2019

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Starkville, MS and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature) ________________________________ (Mayor's Signature) ________________________________

(Date) ________________________________ (Date) ________________________________

Minute Book References:

Book Number ____________________

Page ____________________

(Clerk is to enter minute book references when questionnaire is accepted by board.)

11. CONSIDERATION TO HIRE HERSHEL MCCARTER AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Hershel McCarter as a Driver in the Sanitation/Environmental Services Department full time with benefits” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE CHRISTOPHER THOMPSON AS AN INTERN IN THE FINANCE AND ADMINISTRATION DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Christopher Thompson as an Intern in the Finance and Administration Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ADVERTISE FOR A PART-TIME RECEPTIONIST IN THE FINANCE AND ADMINISTRATION DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a part-time Receptionist in the Finance and Administration Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO ADVERTISE FOR A FULL-TIME CUSTODIAN IN THE STARKVILLE PARK AND RECREATION DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Custodian in the Starkville Park and Recreation Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF APPROVAL OF ROBERSON FLOOR SERVICE AS VENDOR FOR TRAVIS OUTLAW CENTER GYM AND RACQUETBALL COURT RE-POLISHING IN THE AMOUNT OF $5,700.00, THE LOWER OF TWO QUOTES.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the “approval of Roberson Floor Service as vendor for Travis Outlaw Center gym and racquetball court re-polishing in the amount of $5,700.00, the lower of two quotes” is enumerated, this consent item is thereby approved.

Two Quotes: Roberson Floor Service - $5,700.00 and Covington Floor Co - $8,950.00

16. CONSIDERATION OF THE APPROVAL OF THE LOWEST AND BEST BID FROM WASTEZERO INC. FOR THE PURCHASE OF 13,000 ROLLS OF GARBAGE BAGS IN THE AMOUNT OF $ 128,960.00 FOR THE 2019 ANNUAL BAG DISTRIBUTION.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the “approval of and acceptance of the lowest bid from Waste Zero, Inc. for the purchase of 13,000 rolls of garbage bags in the amount of $128,960.00 for the 2019/2020 annual bag distribution with an estimated 22 day delivery period” is enumerated, this consent item is thereby approved.

Refuse Bags - Per Roll

Company	Bid Amount	13,000 Rolls	Rank
WasteZero Inc.	$ 9.92 USD	$128,960.00	1
Central Poly-Bag Corp.	$ 9.93 USD	$129,090.00	2
Jackson Newell Paper Companies	$ 10.27 USD	$133,510.00	3
Interboro Packaging Corp.	$ 11.24 USD	$146,120.00	4
Dyna Pak	$ 11.50 USD	$149,500.00	5

17. REQUEST AUTHORIZATION TO DECLARE THE WRECKED 2016 MACK FRONT END LOADER (VIN#: 1M2AV02C2GM014963) A TOTAL LOSS, SELL TO INSURANCE COMPANY WITH PROCEEDS TO PAY OFF EXISTING LOAN AND BEGIN REPLACEMENT PROCESS.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the "approval of for consideration to declare the wrecked 2016 Mack Front End Loader (VIN#: 1M2AV02C2GM014963) a total loss, sell to insurance company with proceeds to pay off existing loan and begin replacement process" is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION OF PROJECT CHANGE ORDER #1 – STARKVILLE ROUNDHOUSE ROAD SEWER CDBG PROJECT #1130-17-347-PF-01 & #1133-17-347-PF-01.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, and adopted by the Board to approve the October 1, 2019 Official Agenda, and to accept items for consent, whereby the "approval of project Changer Order #1 – Starkville Roundhouse Road Sewer CDBG Project #1130-17-347-PF-01 & #1133-17-347-PF-01" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced new employees Airport Manager Courtney Cox and Fireman Chase Bair.

Police Chief Frank Reynolds and Mayor Spruill then presented Officer James Smith with a lifesaving medal and certificate in recognition of his recent response to a medical emergency.

Mayor Spruill recognized the Park and Recreation Department for the recent USTA Tournament held in Starkville.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked everyone for a well-run Bulldog Bash event. He also invited the public to attend a listening session for the proposed Unified Code Development Thursday, October 3 at the SportsPlex.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that the Police continue to monitor speeding and racing late at night. He also asked that people not talk on phones while driving and have respect for the buses and the bus drivers.

Austin Check, Timber Cove, asked that the street sweeper clean his neighborhood. He also stated he was against removing the railway if they are still paying property taxes.

PUBLIC APPEARANCES:

Starkville Area Arts Council – John Bateman, Executive Director, thanked the City for the financial assistance and discussed the 2019 Cotton District Arts Festival. The Festival was cancelled due to inclement weather and policies have been designed to assist should this happen again in the future. He noted Art in The Park will be moved to the J L King Park in 2019, Moncrief Park in 2020 and McKee Park in 2021. The group gives approximately $8,000 in high school scholarships per year. They asked that any official or member of the public interested in joining or assisting contact them.

Keep Starkville Beautiful – Amy Counterman, Director, discussed the Dr. Pepper Recycling bin grant received as well as the many projects the group has participated in around Starkville. Several Girl Scouts of the 2320 Carnation Patrol spoke on their involvement with Keep Starkville Beautiful projects.

PUBLIC HEARINGS:

FIRST PUBLIC HEARING ON THE UPDATED PLACETYPE MAPS FOR THE COMPREHENSIVE PLAN.

City Planner Daniel Havelin and Assistant Planner Emily Corbin presented the proposed updated placetype maps for the Comprehensive Plan. Since the adoption of the Comprehensive Plan, errors in the Placetype Maps have been discovered. These errors include but are not limited to: misalignments, current use conflicts, and parcels with multiple placetypes. The Comprehensive Plan as well as the full sized Placetype Map are available on the City's website at https://www.cityofstarkville.org/CivicAlerts.

Mayor Spruill opened the Public Hearing and called for public comment on the proposed updated placetype maps for the Comprehensive Plan.

David Buchanan spoke to proposed short term rental regulations.

There being no comments from the public or from the Board concerning the proposed updated placetype maps for the Comprehensive Plan, the Mayor announced the public hearing closed. A second public hearing will be held October 15, 2019.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 307 APPLE STREET WITH THE PARCEL NUMBER 118P-00-116.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Community Development Director Dr. Simon Kim presented the consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 307 Apple Street with the parcel number 118P-00-116.00 is a menace to the public health, safety, and welfare of the community.

Mayor Spruill opened the Public Hearing and called for public comments.

There being no comments from the public, the Mayor announced the public hearing closed.

19. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 307 APPLE STREET WITH THE PARCEL NUMBER 118P-00-116.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Alderman Walker, duly seconded by Alderman Little, offered a motion to declare that the building located at 307 Apple Street with the parcel number 118P-00-116.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11. 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 Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 109 ROOSEVELT TAYLOR SR. DRIVE (OR OLD ADDRESS, 109 BEATTIE STREET) WITH THE PARCEL NUMBER 118O-00-250.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Community Development Director Dr. Simon Kim presented the consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 109 Roosevelt Taylor Sr. Drive (or old address, 109 Beattie Street) with the parcel number 118O-00-250.00 is a menace to the public health, safety, and welfare of the community.

Mayor Spruill opened the Public Hearing and called for public comments.

There being no comments from the public, the Mayor announced the public hearing closed.

20. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 109 ROOSEVELT TAYLOR SR. DRIVE (OR OLD ADDRESS, 109 BEATTIE STREET) WITH THE PARCEL NUMBER 118O-00-250.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Alderman Vaughn, duly seconded by Alderman Beatty, offered a motion to declare the building located at 109 Roosevelt Taylor Sr. Drive (or old address, 109 Beattie Street) with the parcel number 118O-00-250.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11. 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 Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

21. CONSIDERATION OF A RESOLUTION SEEKING PERMISSION FROM THE SURFACE TRANSPORTATION BOARD TO WORK WITH THE COUNTY AND SURROUNDING REGIONAL COMMUNITY TO ASSUME THE KANSAS CITY SOUTHERN RAILROAD CORRIDOR TO TRANSFORM THAT EXISTING RAIL LINE INTO A BIKING AND PEDESTRIAN CORRIDOR.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve a Resolution seeking railbanking authority from the Surface Transportation Board for the community use of the existing Kansas City Southern rail line to remove the rails and create a bike and walking trail through the City of Starkville and surrounding communities. 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 Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

RESOLUTION OF THE CITY OF STARKVILLE TO PURSUE A COMMUNITY WIDE RAILBANKING REQUEST THROUGH THE NATIONAL SURFACE TRANSPORTATION BOARD TO PRESERVE THE KANSAS CITY SOUTHERN RAIL LINE FOR A BIKING AND WALKING TRAIL

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville do hereby find and determine as follows:

1. The commitment of the City of Starkville to improved health and recreation activities is ongoing and as such, the City desires to include multiple opportunities for biking and pedestrian ways throughout our community; and

2. The Kansas City Southern rail line that cuts all the way through the City of Starkville from the northeastern corner to the southwestern corner has not had active rail traffic on it for over a decade; and

3. The City of Starkville believes it is in the best interest of the entire community to remove the rails and create a biking and walking opportunity that does not currently exist within our city limits; and

4. This opportunity will allow for enhanced economic development as trails offer destination visits from those who seek out various biking trails throughout the country to experience local culture and amenities; and

5. The City of Starkville believes this enhances the quality of life opportunity for those who reside in the city and the local area and shows the ongoing commitment to alternative modes of exercise and transportation.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Mayor and Board of Aldermen of the City of Starkville believe it is in the best interests of the community to seek a railbanking request through the use of a Notice of Interim Trail Use (NITU) submitted to the Surface Transportation Board with the goal of building a coalition of regional community and government support to take over the corridor and use it for a community pedestrian and biking trail.

After discussion, Alderman Sistrunk moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Little the resulting vote was as follows:

Alderman Ben Carver	Voted:	aye
Alderman Sandra Sistrunk	Voted:	aye
Alderman David Little	Voted:	aye
Alderman Jason Walker	Voted:	aye
Alderman Hamp Beatty	Voted:	aye
Alderman Roy A.' Perkins	Voted:	aye
Alderman Henry Vaughn	Voted:	aye

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a regular/recess meeting on the 1st day of October, 2019.

D. Lynn Spruill
Mayor, City of Starkville, Mississippi

Attest:
Lesa Hardin
City Clerk / CFO

1096549_1

22. CONSIDERATION OF THE RESOLUTION REQUESTING THE 2020 LEGISLATIVE SESSION TO APPROVE A LOCAL AND PRIVATE BILL TO AUTHORIZE THE CITY OF STARKVILLE TO ADOPT GOLF CART DISTRICTS WITHIN THE CITY LIMITS.

Alderman Carver, duly seconded by Alderman Walker, offered a motion to approve a Resolution requesting the 2020 Mississippi Legislature consider the adoption of local and private legislation that would allow the Mayor and Board of Aldermen to designate golf cart districts within the city limits. The Board voted as follows:

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

Resolution follows this page

23. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2019 STAR(K)-FILLED CHRISTMAS EVENT WITH IN-KIND SERVICES TO BE HELD SUNDAY, DECEMBER 15, 2019.

Alderman Carver, duly seconded by Alderman Little, offered a motion to approve the Special Events request for the 2019 Star(K)-Filled Christmas event with in-kind services on December 15, 2019, with the condition that insurance be provided with coverage consistent with City's Special Events Policy twenty days prior to the event.
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 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.

24. REQUEST APPROVAL OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE STARKVILLE SUNDAY FUNDAY EVENT ON OCTOBER 27, 2019 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

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 Starkville Sunday Funday event on October 27, 2019 and have City participation with in-kind services. 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 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.

RESOLUTION OF THE CITY OF STARKVILLE TO REQUEST THE MISSISSIPPI LEGISLATURE TO AUTHORIZE THE USE OF GOLF CARTS ON CITY STREETS IN DISTRICTS ESTABLISHED BY THE MAYOR AND BOARD OF ALDERMEN

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville do hereby find and determine as follows:

1. The use of golf carts for access to public streets and areas in local residential subdivisions allows alternatives to the traditional automobile and truck transportation in small and confined areas; and

2. There are numerous subdivisions in the City of Starkville that have residents who own and would like to use their golf carts as short range neighborhood transportation options; and

3. The use of golf carts is not currently a legal alternative mode of transportation for the public streets of a Mississippi municipality without special local and private authorization from the legislature; and

4. There are other cities in the State of Mississippi that have found this as an attractive alternative for their residents in designated areas; and

5. The City of Starkville wants to provide a quality of life opportunity for those who would like to add this to their community transportation opportunity in established neighborhoods.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Mayor and Board of Aldermen of the City of Starkville believe it is in the best interests of the community to allow golf carts that meet established safety criteria to be authorized in "golf cart districts" to be determined and designated through a board order by the Mayor and the Board of Aldermen and will be seeking through local and private legislation the opportunity for this authorization through the Legislature of the State of Mississippi.

After discussion, Alderman Carver moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Walker the resulting vote was as follows:

Alderman Ben Carver	Voted:	aye
Alderman Sandra Sistrunk	Voted:	aye
Alderman David Little	Voted:	nay
Alderman Jason Walker	Voted:	aye
Alderman Hamp Beatty	Voted:	aye
Alderman Roy A.' Perkins	Voted:	nay
Alderman Henry Vaughn	Voted:	nay

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a regular/recess meeting on the 1st day of October, 2019.

D. Lynn Spruill
Mayor, City of Starkville, Mississippi

Attest:
Lesa Hardin, City Clerk/CFO
City of Starkville, Mississippi

25. REQUEST APPROVAL OF THE LOWEST AND BEST BID FOR THE HIGHWAY 12 SIDEWALK PROJECT -PROJECT NO. 18048.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve the base bid of $272,600.00 from Simmons Erosion Control, Inc. with the monies to be funded from remaining Bullyvard Funds and Bond Funds. The Board voted as follows:

Alderman Ben Carver Voted: Nay
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

BID TABULATION
PROJECT: 18048- HWY 12 SIDEWALK IMPROVEMENTS BIDS RECEIVED: 9/30/19 @ 9:00 A.M.
LOCATION: CITY HALL, 110 W. MAIN STREET, STARKVILLE, MS

CONTRACTOR	TOTAL BASE BID	BID ALT. 1	BID ALT. 2	BID ALT. 3	TOTAL
ENGINEERING ESTIMATE	$193,685.50	$69,958.00	$13,784.50	$45,953.50	$323,381.50
ECON CONSTRUCTION, INC.	$432,047.00	$147,849.00	$79,061.00	$111,808.00	$770,765.00
PHILLIPS CONTRACTING	$597,747.00	$297,475.00	$40,000.00	$130,000.00	$1,065,222.00
SIMMONS EROSION CONTROL, INC.	$272,600.00	$104,681.00	$39,385.00	$100,552.00	$517,218.00

CITY OF STARKVILLE
STATE HIGHWAY 12 SIDEWALK PRIORITIZATION
ENGINEER'S ESTIMATE OF PROBABLE COSTS
PRELIMINARY SUBMITTAL - 3/20/2019
UPDATED - 10/1/2019

Recommended Prioritized Listing of Sidewalk Sections:

Description of Section	Length of Section	Cost of Section	Low Bid Amount	Recommended Priority
SECTION M - Spring Street Intersection (5-ft. Sidewalk + Island)	112-ft.	$ 11,000.00	*BASE BID*	1
~~SECTION K - S. Montgomery Street Intersection (5-ft. Sidewalk)~~	~~237-ft.~~	~~$ 15,000.00~~	~~$ -~~	2
(ALT. 1) SECTION H - Pawn Shop to Vowell's (6-ft. Sidewalk)	781-ft.	$ 76,000.00	$ 104,681.00	3
~~SECTION L - S. Montgomery St. to Hancock St. (5-ft. Sidewalk)~~	~~660-ft.~~	~~$ 68,000.00~~	~~$ -~~	4
SECTION D - Taylor Street to Chevron @ Avenue of Patriots (5-ft. and 6-ft. Sidewalks)	1669-ft.	$ 160,000.00	*BASE BID*	5
(BASE BID) SECTION F - Enterprise Rent-A-Car (5-ft. Sidewalk)	21-ft.	$ 6,000.00	$ 272,600.00	6
		Prioritized Subtotal	**$ 377,281.00**	
(ALT. 2) SECTION JA - Jackson Street Intersection and Giggleswick (5-ft. Sidewalk)	279-ft.	$ 5,904.00	$ 39,385.00	7
(ALT. 3) SECTION I - Vowell's to Holiday Inn to Ruby Tuesday Entrance (6-ft. Sidewalk)	362-ft.	$ 49,000.00	$ 100,552.00	8
	Prioritized Subtotal	**$ 390,904.00**	**$ 517,218.00**	
SECTION E - Avenue of Patriots Intersection (5-ft. Sidewalk)	518-ft.	$ 33,000.00		9
SECTION JB - Giggleswick (5-ft. Sidewalk)	279-ft.	$ 12,096.00		10
SECTION G - Sunsations to Brewski's @ Louisville Street (5-ft. Sidewalk)	703-ft.	$ 74,000.00		11
SECTION C - Kroger Entrance to Taylor Street (5-ft. Sidewalk)	1342-ft.	$ 148,000.00		12
SECTION B - Lowes Entrance to Kroger Entrance (5-ft. Sidewalk)	594-ft.	$ 44,000.00		13
SECTION A - Stark Road to Lowes Entrance (5-ft. Sidewalk)	664-ft.	$ 47,000.00		14
	Grand Total	**$ 749,000.00**		

Remaining Bullyvard Funds for construction	**$ 222,204.62**
Additional Funds needed for Base Bid	**$ 50,395.38**
Additional Funds needed for Base Bid + Alternate 1	**$ 155,076.38**

26. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Little, duly seconded by Alderman Walker, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 25, 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: 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	$ 428,098.77
Restricted Fire Fund	003	1,345.50
Airport Fund	015	29,590.46
Sanitation	022	89,287.03
Industrial Park Bond	303	4,914.93
Public Improv Bonds 2018	319	2,840.75
Trust & Agency	610	26,200.64
Economic Dev, Tourism, Conv	630	79,040.57
Sub Total Before Utilities		$ 661,318.65
Utilities Dept.	SED	782,703.24
Total Claims	Total	$ 1,444,021.89

27. PRESENTATION BY FIRE CHIEF CHARLES YARBROUGH ON FIRE PREVENTION MONTH.

Fire Chief Yarbrough discussed Fire Prevention Month. In 2018 there were eighty one deaths in MS. In the room, there was a large board containing eighty one pairs of shoes representing the lives lost. The public was invited to visit a table with information on fire safety set up in the lobby of City Hall.

28. REQUEST PERMISSION TO ACCEPT A NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA) 10-MINUTE WALK PLANNING GRANT AND TECHNICAL ASSISTANCE IN THE AMOUNT OF $40,000, WHICH INCLUDES REQUIRED TRAVEL, AND APPROVAL FOR THE MAYOR TO SIGN THE REQUIRED MEMORANDUM OF UNDERSTANDING BETWEEN NRPA AND THE CITY OF STARKVILLE.

Park Director Gerry Logan presented the National Recreation and Parks Association (NRPA) 10-Minute Walk Planning Grant received and discussed the goals of the planning grant. Alderman Little, duly seconded by Alderman Carver, offered a motion to accept a National Recreation and Parks Association (NRPA) 10-Minute Walk Planning Grant and Technical assistance in the amount of $40,000, which includes required travel, and approval for the Mayor to sign the required Memorandum of Understanding between NRPA and the City of Starkville.

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 Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

NRPA National Recreation and Park Association
Because everyone deserves a great park

22377 Belmont Ridge Road
Ashburn, VA 20148-4150
1.800.626.NRPA (6772)

P 703.858.0784
F 703.858.0794
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NRPA 10-Minute Walk Planning Grant and Technical Assistance

Grant Agreement

Grantee: Starkville Parks and Recreation

Grant Amount: $40,000

Project: 10-Minute Walk Technical Assistance

Term: 9/13/2019 through 9/30/2020

This Memorandum of Understanding (MOU), 9/13/2019 (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 a provider of park, recreation, or community services (Grantee) Starkville Parks and Recreation in (Grantee Address) 405 Lynn Lane, Starkville, MS 39759 .

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Forty Thousand Dollars ($40,000) made available for the implementation of the 10-Minute Walk Planning Grant and Technical Assistance program.

This grant opportunity is a result of a partnership between NRPA and The JPB Foundation to reduce barriers to park access in underserved communities, improve environmental conditions and community health, and to expand access to nature in cities across the nation. Having been selected as a recipient of funding through this program, Grantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

2. Payment

a) NRPA will pay the sum of $40,000 to the Grantee within [30] days after NRPA's receipt of the signed electronic copy or original of this MOU.

b) Subject to the provisions of paragraphs c and d of this Section 2, NRPA will make the following payments to the Grantee:

Schedule Date	Payment Amount
10/31/2019	$25,000
02/28/2020	$15,000

c) The additional payment described in paragraph b of this section 2 will not be made if, prior to the tentative payment date, any of the following has occurred:

a. The Grantee has failed to satisfy all of the reporting requirements describe in Section 3 of this MOU.
b. NRPA has not approved the Grantee's Progress Report. NRPA reserves the right to not approve the Grantee's Progress Report if NRPA determines, in its absolute discretion, that the Grantee (x) has failed to satisfy the activities timeline, benchmarks, and outcomes described in the Grantee's grant proposal dated August 2, 2019, a copy of which is attached to this MOU, or (y) has altered the goals, methods, or budget line items as described in the Grant Proposal in any material way, and NRPA has not approved such changes. The Grantee must immediately notify NRPA in writing of any such changes and must provide a detailed explanation of the reason for such changes.
c. The Grantee has had any changes in key personnel or infrastructure of the organization or the project that might compromise the Grantee's ability to carry out the proposed activities, and NRPA has not approved such changes. The Grantee must immediately notify NRPA in writing of any such changes.
d. The Grantee has failed to satisfy any other term or condition of this MOU.

3. Grant Requirements

1. Direct grant funds to: The 10-Minute Walk Campaign
    a. Program objectives: Through this grant and technical assistance opportunity, cities will be responsible for several deliverables that result in a final 10-Minute Walk plan that focuses on a Plan, Policy, and/or Funding opportunity that advances the 10-Minute Walk in the Grantee city. To accomplish this, we expect that cities will:
        i. Attend the in-person training on December 3-5, 2019 in Tacoma, Washington
        ii. Join and participate in monthly technical assistance calls with NRPA and other grantees.
        iii. Develop a specific 10-Minute Walk goal and corresponding action plan to make progress towards your goal
        iv. Participate in evaluation efforts that will include submitting planning documents and completing pre-and post-surveys.
2. Provide a copy of your agency's W-9 along with this signed **MOU by Oct 11, 2019**.
3. Complete a **mid-term report by Jan 31, 2020** and **final report by September 30, 2020.**
4. Utilize NRPA's marketing and communications toolkit to promote grant throughout the year—this includes a template for a press release, social media posts and connections to local media.
5. If requested, participate in a phone interview and/or site visit with NRPA, partners, and consultants to share information on successes, challenges and lessons learned.
6. Share success stories, press releases, photos, videos, quotes, local media coverage and highlights throughout the grant period.
7. Provide an end of grant Financial Report that should include a to-date accounting of the Fund in accordance with generally accepted accounting principles and according to the line-item categories of the budget included in the Grant Proposal, and should be certified by the Grantee's responsible financial official.
8. All funds will be distributed by NRPA. No matching funds are required.

TIMELINE OF GRANT ACTIVITIES

Activity	Date of Completion
Participate in bimonthly individual, group, and/or small group calls	Bimonthly
Provide a copy of your agency's W-9 and signed MOU	October 11, 2019
Complete NRPA's Park Metrics inventory	October 31, 2019
Attend an in-person training in Tacoma, Washington	December 3-5, 2019
Submit a progress report with the provided template	January 31, 2020
Submit a final report to NRPA	September 30, 2020

4. Promotion

NRPA and The JPB 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.

The Grantee may make public statements regarding the gift to be made hereunder, including the identity of NRPA and The JPB Foundation and the total amount of the gift, using pre-approved language from the communications toolkit or provided that any such statements have been approved in advance in writing by NRPA and The JPB Foundation. Such information may be used by the Grantee in its efforts to solicit additional contributions and for general information purposes.

5. Limits of Liability

NRPA and The JPB Foundation or any of its respective parents, subsidiaries, affiliates, officers, directors or employees shall not be liable to Grantee and/or its affiliates for any liability of any kind relating to or arising out of participation in this program hereunder.

6. 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.

7. Term

The term of this MOU will commence on the Effective Date and shall continue until 9/30/2020.

8. Use of Grant Funds

The Grantee shall use the full amount of the grant for the purposes set forth in Section 3. 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 Internal Revenue Code of 1986, as amended (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.

9. 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 for a period of no less than four (4) years after expiration of the Grant Term or if an audit has been initiated and audit findings have not been resolved at the end of such four-year period, the records shall be retained until resolution of all audit findings. 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.

10. 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	**Grantee**
By:	By: [signature]
Printed Name:	Printed Name: D. Lynn Spruill
Title:	Title: Mayor
Date:	Date: 10-1-2019
	EIN: 64- 6001082

29. 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 Carver, 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: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

30. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of discussing pending litigation related to a personal injury lawsuit filed in Circuit Court when an open meeting would have a detrimental effect on the litigating position of the public body. Following a second by Alderman Beatty, 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: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing pending litigation related to a personal injury lawsuit filed in Circuit Court when an open meeting would have a detrimental effect on the litigating position of the public body. At this time, the Board entered Executive Session.

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

Alderman Beatty offered a motion to return to Open Session. 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: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

32. MOTION TO RECESS UNTIL OCTOBER 15, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until October 15, 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: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2019.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)