

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

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on November 19, 2019 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, 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 Vaughn asked to add Item XI. G. 4. "Advertise for a driver in the Sanitation / Environmental Services Department" and that the item be added to consent.

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

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

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

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman 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
RECESS MEETING OF TUESDAY, NOVEMBER 19, 2019
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE OCTOBER 15, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

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

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 12, 2019 PUBLIC HEARING ON THE ROUNDHOUSE SEWER PROJECT.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

PUBLIC HEARING TO AMEND THE TRANSIENT VENDOR ORDINANCE TO ADHERE TO FIRE CODE REQUIREMENTS FOR MOBILE FOOD PREPARATION VEHICLES.

IX. MAYOR'S BUSINESS

X. BOARD BUSINESS

A. CONSIDERATION OF ACKNOWLEDGING THE RECEIPT OF THE AD HOC RECYCLING COMMITTEE'S RECOMMENDATIONS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE HIGH WING AVIATION, LLC FLIGHT TRAINING AGREEMENT AT GEORGE M. BRYAN FIELD, STARKVILLE MS, FOR ONE YEAR

2. REQUEST AUTHORIZATION FOR AIRPORT DIRECTOR RODNEY LINCOLN TO TRAVEL TO MDOT 401 NORTH WEST STREET JACKSON, MS 39209 TO ATTEND A MISSISSIPPI AIRPORT ASSOCIATION BOARD OF DIRECTORS MEETING ON NOVEMBER 20, 2019

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON DECEMBER 17, 2019, UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING(S)

LOCATED AT 100 DR. MARTIN LUTHER KING JR. DRIVE WITH THE PARCEL NUMBER 118P-00-149.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

2. PLANNING

- a. DISCUSSION AND CONSIDERATION OF VARIANCE REQUEST VA 19-13, A REQUEST BY JACKSON CONSTRUCTION FOR A VARIANCE FROM FRONT SETBACK REQUIREMENTS FOR LOTS 308-314 ON TALAMORE LANE AND LOTS 301-307 ON LAMBERTON LANE IN PHASE 9 OF HUNTINGTON PARK SUBDIVISION IN AN R-4 ZONING DISTRICT WITH THE PROPERTY # 105 -15-003.04.
- b. DISCUSSION AND CONSIDERATION OF FP 19-10 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING A +/- 5.1-ACRE PARCEL INTO 28 LOTS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BENT BROOK LANE AND YELLOW JACKET DRIVE IN AN R-3A ZONE WITH THE PARCEL NUMBER 102H-00-043.00.
- c. CONSIDER AUTHORIZING EXECUTION OF A SUBSCRIPTION SERVICES AGREEMENT WITH MYGOV, LLC, AN OKLAHOMA CORPORATION.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES AS OF NOVEMBER 12, 2019 FOR FISCAL YEAR ENDING 9/30/20, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. ACCEPTANCE OF THE OCTOBER 2019 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION FOR CHIEF CHARLES YARBROUGH TO ATTEND THE 2020 MID-WINTER MISSISSIPPI FIRE CHIEFS CONFERENCE IN RIDGELAND, MS ON JANUARY 21 – 23, 2020 AT AN APPROXIMATE COST OF \$750.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE RAKITA ROBINSON AS A CUSTODIAN IN THE STARKVILLE PARK AND RECREATION DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE CARLOS NEELY AS A FIELD MAINTENANCE WORKER IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

3. REQUEST APPROVAL OF THE MISSISSIPPI PARTNERSHIP GATEWAY YOUTH PROGRAM WORK EXPERIENCE WORKSITE AGREEMENT THROUGH EAST MISSISSIPPI COMMUNITY COLLEGE (EMCC) AND AUTHORIZATION TO PARTICIPATE IN THIS PROGRAM.

4. REQUEST AUTHORIZATION TO ADVERTISE FOR A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVAL TO ADVERTISE A (RFP) REQUEST FOR PROPOSALS FOR A BICYCLE AND PEDESTRIAN MASTER PLAN FOR THE CITY OF STARKVILLE AS REQUIRED IN THE 10-MINUTE WALK GRANT.

J. POLICE DEPARTMENT

1. CONSIDERATION FOR CAPTAIN MARK BALLARD TO ATTEND THE MS ASSOCIATION OF CHIEFS OF POLICE, 2020 NEW CHIEF OF POLICE ORIENTATION, FROM JANUARY 13TH-17TH IN RIDGELAND, MS.

2. CONSIDERATION OF APPROVAL OF THE INTERGOVERNMENTAL SALE AND TRANSFER OF A 2012 DODGE CHARGER AND A 2014 DODGE CHARGER TO BE USED AS POLICE VEHICLES IN THE TOTAL AMOUNT OF \$14,000.00 FROM THE TOWN OF ACKERMAN POLICE DEPT. PURSUANT TO MISS. CODE ANN. 31-7-13(M)(VI).

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF GRANTING OF A PERMANENT EASEMENT AND RIGHT-OF-WAY TO TENNESSEE VALLEY AUTHORITY FOR THE 161KV TRANSMISSION LINE.

2. REQUEST AUTHORIZATION PURSUANT TO MISS. CODE ANN. §§ 21-17-1 AND 43-37-3 TO PURCHASE A 10-ACRE PARCEL OF LAND LOCATED SOUTH OF THE WASTEWATER TREATMENT PLANT AT THE END OF SAND ROAD IN THE AMOUNT OF \$40,000.00 (\$20,000.00 LAND AND \$20,000.00 TIMBER) FROM DESSIE R. HINES.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PERSONNEL

PENDING LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 3, 2019@ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 20:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 15, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 15, 2019 Recess meeting 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 MINUTES OF THE NOVEMBER 1, 2019 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the November 1, 2019 Work Session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 12, 2019 PUBLIC HEARING ON THE ROUNDHOUSE SEWER PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the November 12, 2019 Public Hearing on the Roundhouse Sewer Project” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF ACKNOWLEDGING THE RECEIPT OF THE AD HOC RECYCLING COMMITTEE’S RECOMMENDATIONS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “acknowledgement of the receipt of the Ad Hoc Recycling Committee’s recommendations” is enumerated, this consent item is thereby approved.

**FINAL RECOMMENDATIONS OF
THE AD HOC RECYCLING COMMITTEE
CITY OF STARKVILLE, MISSISSIPPI
NOV. 19, 2019**

Summary

The Starkville Board of Aldermen formed the Ad Hoc Recycling Committee earlier in this year and tasked the seven-member group to explore opportunities that will improve recycling for residents. The Committee, after meeting throughout the spring, summer, and fall, makes the following recommendations:

- Improve education and communication efforts.
- Develop and utilize local partnerships.
- Reduce barriers to recycling.

In addition, the Committee recommends pursuing grant opportunities to help subsidize future costs associated with infrastructure upkeep, labor, materials processing, and outreach/education initiatives. The City should work with local partners and civic groups to identify and apply for existing and emerging grants.

Education and Communication

Effective outreach is tantamount to a quality recycling program as is an efficient collection effort. Numerous opportunities exist for the City to establish new educational initiatives and improve external communication efforts.

Education and Outreach

Continuous education and re-education efforts will ensure the City maintains a connection to its customer base and keeps subscribers up to date on the latest policies involving recycling. To effectively communicate to the general public and its specific recycling subscribers, the City should:

- Reinststate a \$5,000 line item for educational efforts and use these monies to fund a freelance graphic design project for digital and print engagement.
 - o This one-time expenditure would provide mixed media (handouts, stickers, digital artwork, branding, etc.) that can be used for future engagement and be available to City staff and external partners.
- Utilize City staff (mayor, department heads, social media managers/interns, etc.) to publish recycling information more often to Facebook, Twitter, and Instagram.
 - o Develop the City's own narratives (how recycled materials are converted, where recycling goes, the benefits of recycling, etc.) to inform current and potential customers.

Website

The easiest way the City can improve its recycling-specific communication is by publishing minor updates to the sanitation page of its website or to a newly created, recycling-specific page. The City should:

- Include links to civic partners involved in recycling efforts and organizations that take in recyclables the city might not collect.
 - o Post a calendar of recycling events.
- Add digital guides—a downloadable PDF created from the freelance educational campaign, for example—that include visual examples of what currently can and cannot be recycled.
- Allow online recycling sign-ups for potential customers.

Local Partnerships

Numerous local partnerships can be developed to help the City amplify its outreach and connect residents to additional recycling opportunities not covered by Starkville's program. The City should:

- Work with existing partners and local media by supplying digital graphics, physical handouts, and other information for free and in-kind dissemination.
 - o Organizations, including the Greater Starkville Development Partnership, are willing to distribute these materials with move-in packets and at re-location fairs.
 - o Both local newspapers (*Starkville Daily News* and *Commercial Dispatch*) have pledged to run free announcements and educational packages as feasible.
- Promote other recycling events that do not overlap the City's own recycling program, including hazardous materials and electronic waste collections.

Reduce Barriers

By providing easier access to its recycling program, the City will grow its customer base, increase revenues, and make Starkville an environmentally friendly municipality. The City should:

- Allow online recycling sign-ups for potential customers.
- Provide more in-person recycling sign-up and bin pick-up locations for interested customers (City Hall, the Sportsplex, the GSDP, fire stations, etc.).
- Work with local sustainability and volunteer groups to establish a recycling bin drop-off program or marry the effort with free garbage bag distributions.

- Target large events (Cotton District Arts Festival, Starkville Community Market, etc.) for recycling drives and make resources available for dissemination and distribution.

Appendix: Potential Partners, Organizations, and Other Recycling Efforts

- Commercial Dispatch: information dissemination pimes@cdispatch.com
- Drug-Take-Back Day: <https://www.getsmartaboutdrugs.gov/content/national-take-back-day>
- Greater Starkville Development Partnership: information dissemination
- Food pantries: <https://www.foodpantries.org/ci/ms-starkville>
- Kroger: plastic bags <http://sustainability.kroger.com/planet-zero-waste.html>
- Local real estate agencies: information dissemination
- Lowe's: rechargeable batteries, fluorescent light bulbs of any size, plant containers, string Christmas lights <https://newsroom.lowes.com/fresh-thinking/3-easy-ways-help-recycle-rechargeable-batteries/>
- Motor oil: local oil-change businesses
- MSU Students for a Sustainable Campus: volunteers and dissemination <https://msstate.campuslabs.com/engage/organization/students-for-a-sustainable-campus>
- Oktibbeha County Humane Society: aluminum cans, used sheets, towels <https://www.ochsms.org/recycle/>
- Palmer Home: used consumer goods <https://palmerhome.org/opportunities/thrift-stores/>
- Starkville Daily News: information dissemination editor@starkvilledailynews.com
- Household Hazardous Waste Day: <https://cityofstarkville.org/DocumentCenter/View/2587/HOUSEHOLD-HAZARDOUS-WASTE?bidId=>
- UPS Store: packing materials <https://locations.theupsstore.com/ms/starkville>

6. CONSIDERATION OF APPROVAL OF THE HIGH WING AVIATION, LLC AVIATION FLIGHT TRAINING AGREEMENT AT GEORGE M. BRYAN FIELD, STARKVILLE MS, FOR ONE YEAR.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the High Wing Aviation, LLC Flight Training Lease Agreement at George M. Bryan Field, Starkville MS, for One Year” is enumerated, this consent item is thereby approved.

STARKVILLE/OKTIBBEHA COUNTY AIRPORT
GEORGE M. BRYAN FIELD
High Wing Aviation, LLC
Flight Training Lease Agreement

This agreement is entered into this the 1st day of November, 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 High Wing Aviation, LLC (“Lessee”), for Flight Training Operations.

In addition 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 \$75.00 per month for the designated leased office space “B”. 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 November 1, 2019, and terminating on October 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 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 Lessor 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 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, MS

High Wing Aviation, LLC ("Lessee")

By: _____ (Print Name)

Its: _____

7. CONSIDERATION FOR AIRPORT DIRECTOR RODNEY LINCOLN TO TRAVEL TO MDOT 401 NORTH WEST STREET JACKSON, MS 39209 TO ATTEND A MISSISSIPPI AIRPORT ASSOCIATION BOARD OF DIRECTORS MEETING ON NOVEMBER 20, 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Airport Director Rodney Lincoln to Travel to MDOT 401 North West Street Jackson, MS 39209 to Attend a Mississippi Airport Association Board of Directors Meeting on November 20, 2019” is enumerated, this consent item is thereby approved.

8. CONSIDERATION FOR CALLING FOR A PUBLIC HEARING ON DECEMBER 17, 2019, UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING(S) LOCATED AT 100 DR. MARTIN LUTHER KING JR. DRIVE WITH THE PARCEL NUMBER 118P-00-149.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing on December 17, 2019, under Miss. Code Ann. § 21-19-11 to determine whether the building(s) located at 100 Dr. Martin Luther King Jr. Drive with the parcel number 118P-00-149.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF AUTHORIZING EXECUTION OF A SUBSCRIPTION SERVICES AGREEMENT WITH MYGOV, LLC, AN OKLAHOMA CORPORATION.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of authorizing the execution of a Subscription Services Agreement with MyGov, LLC, replacing iWorq with MyGov permitting services in an amount not to exceed \$19,856 plus annual licensing renewal fees of \$16,800 thereafter” is enumerated, this consent item is thereby approved. (Agreement on following page)

10. CONSIDERATION OF THE ACCEPTANCE OF THE OCTOBER 2019 FINANCIAL STATEMENTS.

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

11. CONSIDERATION FOR CHIEF CHARLES YARBROUGH TO ATTEND THE 2020 MID-WINTER MISSISSIPPI FIRE CHIEFS CONFERENCE IN RIDGELAND, MS ON JANUARY 21 – 23, 2020 AT AN APPROXIMATE COST OF \$750.00.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Chief Charles Yarbrough to attend the 2020 Mid-Winter Mississippi Fire Chiefs Conference in Ridgeland, MS on January 21 – 23, 2020 at an approximate cost of \$750.00” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF AUTHORIZATION TO HIRE RAKITA ROBINSON AS A CUSTODIAN IN THE STARKVILLE PARK AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Rakita Robinson as a full time Custodian in the Starkville Park and Recreation Department” is enumerated, this consent item is thereby approved.

Subscription Services Agreement

This agreement is between MyGov, LLC, an Oklahoma corporation (**MyGov**), and the customer agreeing to these terms (**Customer**). It is dated as of the date MyGov signs below.

1. SOFTWARE-AS-A-SERVICE

This agreement provides Customer access to and usage of an Internet based software service as specified on a service order (**Service**). As part of using the Service, Customer may invite third parties (*example*, contractors, citizens, users) to use and access the Service. These third parties will be required to agree to the MyGov Terms of Service when they register with the Service.

2. USE OF SERVICE

2.1 Customer Owned Data. All data uploaded by Customer remains the property of Customer, as between MyGov and Customer (**Customer Data**). Customer grants MyGov the right to use the Customer Data solely for purposes of performing under this agreement. During the term of this agreement, Customer may export its Customer Data as allowed by functionality within the Service. Additional information regarding data exports is located at www.mygov.us/legal/security-information.

2.2 Contractor Access and Usage. Customer may allow its contractors to access the Services in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its contractors.

2.3 Customer Responsibilities. Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify MyGov promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's Online Help Desk and applicable law.

2.4 MyGov Support. MyGov must provide customer support for the Service under the terms of MyGov's Customer Support Policy (**Support**) which is located at www.mygov.us/support-policy and is incorporated into this agreement for all purposes.

2.5 Demo Use. If Customer has registered for a demo use of the Service or uses a demo service, Customer may access the Service for a limited time period. The Service is provided AS IS, with no warranty during this time period. All Customer data will be deleted after the demo period.

3. SERVICE LEVEL AGREEMENT & WARRANTY

3.1 Warranty. MyGov warrants to Customer: (i) that commercially reasonable efforts will be made to maintain the online availability of the Service for a minimum of availability in any given month as provided in the chart below (*excluding* maintenance windows, force majeure, and outages that result from any Customer or third party technology issues); (ii) the functionality or features of the Service may change but will not materially decrease during any paid term; and (iii) that the Support may change but will not materially degrade during any paid term.

Availability Warranty	Credit
98%	3% of monthly fee for each full hour of an outage (beyond the warranty)
* Maximum amount of credit is 100% of the fee for such month.	

4. PAYMENT

Customer must pay all fees as specified on the service order, but if not specified then within 45 days of receipt of an invoice. Customer is responsible for the payment of all sales, use and other similar taxes. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.

5. MUTUAL CONFIDENTIALITY

5.1 Definition of Confidential Information. Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). MyGov's Confidential Information includes without limitation the Service (including without limitation the Service user interface design and layout, and pricing information).

5.2 Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

5.3 Exclusions. Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

6. MYGOV PROPERTY

6.1 Reservation of Rights. The software, workflow processes, user interface, designs, know-how, and other technologies provided by MyGov as part of the Service are the proprietary property of MyGov and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with MyGov. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. MyGov reserves all rights unless expressly granted in this agreement.

6.2 Restrictions. Customer *may not* (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service; or (vi) access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

7. TERM AND TERMINATION

7.1 Term. This agreement continues for one year from the activation date as defined on the service order. Thereafter, the agreement renews for additional 1 year periods unless either

party provides the other with written (including email) notice of non-renewal at least 30 days prior to the renewal date.

7.2 Mutual Termination for Material Breach. If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

7.3 Temporary Suspension. MyGov may temporarily suspend access to the Service if amounts past due are not paid within 10 days of notice from MyGov. This notice may be sent via email.

7.4 Return of Customer Data.

- *Upon termination*, MyGov will provide a backup of the data in its native database format to the Customer as provided in Section 2.1 and will retain the data for an additional 30 days past the termination date.
- *After such 30-day period*, MyGov has no obligation to maintain the Customer Data and may destroy it.

7.5 Return MyGov Property Upon Termination. Upon termination of this agreement for any reason, Customer must pay MyGov for any unpaid amounts, and destroy or return all property of MyGov. Upon MyGov's request, Customer will confirm in writing its compliance with this destruction or return requirement.

7.6 Suspension for Violations of Law. MyGov may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. MyGov will attempt to contact Customer in advance.

8. EXTERNAL SERVICES

MyGov may enable access to Customer's and/or third-party services and websites (collectively and individually, "External Services"). Customer agrees to use the External Services at their sole risk. MyGov is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Customer will not use the External Services in any manner that is inconsistent with the terms of this agreement or that infringes the intellectual property rights of MyGov or any third party. To the extent the Customer chooses to use such External Services, the Customer is solely responsible for compliance with any applicable laws. MyGov reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to the Customer.

9. GOVERNING LAW AND FORUM

This agreement is governed by the laws of the State where Customer is located (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

10. STATUTORY EXCEPTIONS FOR PUBLIC INSTITUTIONS

If the Customer is a qualified public educational or government institution and any part of this Agreement, such as, by way of example, all or part of the Indemnity or Governing Law section, is invalid or unenforceable against the Customer because of applicable local, national, state or federal law, then that portion shall be deemed invalid or unenforceable, as the case may be, and instead construed in a manner most consistent with applicable governing law.

11. OTHER TERMS

11.1 Entire Agreement and Changes. This agreement and the service order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

11.2 No Assignment. Neither party may assign or transfer this agreement or a service order to a third party, except that this agreement with all service orders may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.

11.3 Independent Contractors. The parties are independent contractors with respect to each other.

11.4 Enforceability and Force Majeure. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.

11.5 Money Damages Insufficient. Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

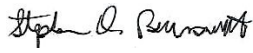
11.6 No Additional Terms. MyGov rejects additional or conflicting terms of any Customer form-purchasing document.

11.7 Order of Precedence. If there is an inconsistency between this agreement and a service order, the service order prevails.

11.8 Survival of Terms. Any terms that by their nature survive termination of this agreement, for a party to assert its rights and receive the protections of this agreement, will survive.

12. SIGNATURES

MyGov and the Customer endorses and enacts this Subscription Services Agreement by signing below:

City of Starkville, MS (Customer)		MyGov, LLC (MyGov)	
Signature:		Signature:	
Printed Name:		Printed Name:	Stephen Burnsworth
Title:		Title:	Project Manager
Date:		Date:	11/12/2019
Address:		Address:	P.O. Box 5861 Norman, OK 73070

13. CONSIDERATION OF AUTHORIZATION TO HIRE CARLOS NEELY AS A FIELD MAINTENANCE WORKER IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Carlos Neely as a full time Field Maintenance Worker in the Starkville Parks & Recreation Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF APPROVAL OF THE MISSISSIPPI PARTNERSHIP GATEWAY YOUTH PROGRAM WORK EXPERIENCE WORKSITE AGREEMENT THROUGH EAST MISSISSIPPI COMMUNITY COLLEGE (EMCC) AND AUTHORIZATION TO PARTICIPATE IN THIS PROGRAM.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the Mississippi Partnership Gateway Youth Program Work Experience Worksite Agreement through East Mississippi Community College (EMCC) and authorization to participate in this program at no cost to the City” is enumerated, this consent item is thereby approved. (Agreement on following page)

15. CONSIDERATION TO ADVERTISE FOR A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a driver in the Sanitation / Environmental Services Department” is enumerated, this consent item is thereby approved.

16. REQUEST APPROVAL TO ADVERTISE A REQUEST FOR PROPOSALS (RFP) FOR A BICYCLE AND PEDESTRIAN MASTER PLAN FOR THE CITY OF STARKVILLE AS REQUIRED IN THE 10-MINUTE WALK GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise a Request For Proposals for a Bicycle and Pedestrian Master Plan for the City of Starkville as required in the 10-Minute Walk Grant” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION FOR CAPTAIN MARK BALLARD TO ATTEND THE MS ASSOCIATION OF CHIEFS OF POLICE, 2020 NEW CHIEF OF POLICE ORIENTATION, FROM JANUARY 13TH–17TH IN RIDGELAND, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Captain Mark Ballard to attend the MS Association of Chiefs of Police, 2020 New Chief of Police Orientation, from January 13th–17th in Ridgeland, MS with costs to be reimbursed by the State after completion of the training” is enumerated, this consent item is thereby approved.

This worksite agreement is between EMCC, the WIOA youth program provider (an agent of the Mississippi Partnership Local Workforce Development Area) and City of Starkville, the worksite employer. The purpose of this agreement is to set forth the guidelines to provide WIOA eligible youth with basic work skills in order that the youth will be better able to compete for available jobs in the local labor market.

Section I. – Regulations for City of Starkville (Worksite Employer)

1. Sufficient work must be available to occupy the youth.
2. The worksite will have enough equipment and/or materials to perform the tasks assigned to each enrollee.
3. The worksite will comply with the regulations of the Workforce Innovation and Opportunity Act, The Mississippi Partnership, and/or EMCC.
4. Working conditions are sanitary and safe, and each enrollee will work in a safe manner.
5. No enrollee shall, on the grounds of race, color, religion, sex, national origin, disability, or political affiliation or belief, be discriminated against or denied employment as a participant.
6. Enrollee will be utilized only in the agreed upon job(s).
7. Regulations regarding Child Labor Laws must be followed.
8. Enrollees may not be employed on construction jobs or operation or maintenance of a facility that is used for religious instruction or worship.
9. The Employer will notify the youth provider if an enrollee quits or fails to report to work for two consecutive days.
10. Enrollees should be treated as regular employees. The Worksite Supervisor may not dismiss an enrollee from the program, but may request that EMCC remove an enrollee from the worksite. If a Worksite Supervisor does request that an enrollee be removed, EMCC cannot guarantee that another enrollee will be available to fill the vacancy.

If a problem with an enrollee arises, the problem should be immediately reported to EMCC. The problem will be solved or the enrollee will be reassigned to another worksite. If the situation warrants, the enrollee will be terminated from the work experience component of the youth program.
11. If the enrollees are working at several sites other than this worksite agency's main office, a sign-out procedure to show exactly where the enrollees are working must be kept at all times.
12. **Supervision by a competent adult will be provided by the work site agency and will not exceed the 1:5 supervision ratio.** Each supervisor should receive a copy of the Worksite Supervisor Orientation Manual and read and be familiar with its contents.
13. The worksite agency will complete the enrollee's time and attendance report and submit it to the youth provider in a timely manner. Unexcused absences should be noted on the time/attendance form and reported to the youth provider for action. Excessive unexcused absences could result in dismissal from the program.

Section IV. Conflict of Interest

The WIOA Work Experience Program is subject to the Mississippi Partnership Conflict of Interest Policy which ensures that representatives of organizations entrusted with public funds do not personally profit. Employers that have an employee currently serve on the Mississippi Partnership Local Workforce Development Board are not eligible to participate in the internship program. This prohibition applies while the employee serves on the board and for one year after the Board member's term expires.

Section V. Effective Date

This worksite employer and the youth provider will adhere to the above criteria and all guidelines of the Rules and Regulations governing the work experience element of the WIOA youth program. This agreement shall become effective _____, and shall remain in effect until all enrollees have completed the work experience or when terminated by one of the two parties. Enrollees may begin work experience under this agreement until June 30, 2020.

Signature for Worksite Employer	Title	Date
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Signature for Youth Provider	Title	Date
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Attachment List of Participants, Job Titles, and Immediate Supervisors

18. REQUEST APPROVAL OF THE INTERGOVERNMENTAL SALE AND TRANSFER OF A 2012 DODGE CHARGER AND A 2014 DODGE CHARGER TO BE USED AS POLICE VEHICLES IN THE TOTAL AMOUNT OF \$14,000.00 FROM THE TOWN OF ACKERMAN POLICE DEPT. PURSUANT TO MISS. CODE ANN. 31-7-13(M)(VI).

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the intergovernmental sale and transfer of a 2012 Dodge Charger and a 2014 Dodge Charger to be used as police vehicles in the total amount of \$14,000.00 from the Town of Ackerman Police Dept. pursuant to Miss. Code Ann. 31-7-13(m)(vi)” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION OF GRANTING OF A PERMANENT EASEMENT AND RIGHT-OF-WAY TO TENNESSEE VALLEY AUTHORITY FOR THE 161KV TRANSMISSION LINE.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of granting a permanent easement and right-of-way to Tennessee Valley Authority for the 161KV transmission line” is enumerated, this consent item is thereby approved. (Easement on following page)

20. REQUEST AUTHORIZATION PURSUANT TO MISS. CODE ANN. §§ 21-17-1 AND 43-37-3 TO PURCHASE A 10-ACRE PARCEL OF LAND LOCATED SOUTH OF THE WASTEWATER TREATMENT PLANT AT THE END OF SAND ROAD IN THE AMOUNT OF \$40,000.00 (\$20,000.00 LAND AND \$20,000.00 TIMBER) FROM DESSIE R. HINES.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the November 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval to purchase the 10-acre parcel of land located south of the Wastewater Treatment Plant at the end of Sand Road in the amount of \$40,000 (\$20,000 land and \$20,000 timber) from Dessie R. Hines” is enumerated, this consent item is thereby approved.

DOCUMENT TYPE: GRANT OF TRANSMISSION LINE EASEMENT

Prepared by and return to:

Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
1-888-817-5201

TVA Tract No. SPHTB-76

GRANTOR INFO: The name(s) and address of the legal owner(s) are:

OWNER(S): Starkville Electric Department (See D.B. 2015, page 7892)
200 N. Lafayette Street
Starkville, Mississippi 39759
Telephone: 662-418-9445

GRANTEE INFO: The name and address of the owner of the herein described easement are:

EASEMENT OWNER: United States of America [Tax Exempt
Tennessee Valley Authority Mississippi Code §27-37-301]
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
Telephone: 1-888-817-5201

INDEXING INSTRUCTIONS: Sec. 10, T18N, R14E

GRANT OF TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, cash in hand paid, receipt whereof is hereby acknowledged, the undersigned,

STARKVILLE ELECTRIC DEPARTMENT, through the City of Starkville, MS,

(hereinafter sometimes referred to as "GRANTOR") has this day bargained and sold, and by these presents does hereby grant, bargain, sell, transfer, and convey unto the UNITED STATES OF AMERICA a permanent easement and right-of-way for the following purposes, namely: the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol lines of transmission line structures with sufficient wires and cables for electric power circuits and communication circuits, and all necessary appurtenances, including guy wires, in, on, over, and across said right-of-way, together with the perpetual right to clear said right-of-way and keep the same clear of structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards), trees, brush, stored personal property, and fire hazards, to destroy or otherwise dispose of such trees and brush; to prevent the drilling or sinking of wells within the right-of-way, and to remove, destroy, or otherwise dispose of any trees located beyond the limits of said right-of-way which in falling could come within five (5) feet of any transmission line structure or conductor; all over, upon, across, and under the land described in Exhibit A hereto attached and by this reference hereby incorporated in and made a part of this instrument as fully as if here written.

The previous and last conveyance of this property is deed of record in Deed Book 2015, page 7892, in the office of the Chancery Court Clerk of Oktibbeha County, Mississippi.

This easement is conveyed subject to existing easement rights owned by the United States of America.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns forever.

GRANTOR covenants with the said UNITED STATES OF AMERICA that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described, that said property is free of all encumbrances, and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

GRANTOR agrees that the payment of the purchase price above stated is accepted by it as full compensation for all damage caused by the exercise of any of the rights above described; except that the UNITED STATES OF AMERICA shall remain liable for any direct physical damage to the land and annual growing crops resulting from the operations of the construction and maintenance forces of its agents and employees in the erection and maintenance of or in exercising a right of ingress and egress to said transmission line structures.

GRANTOR, for itself, and its successors and assigns, covenants with the UNITED STATES OF AMERICA that no structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards) or fire hazards will be erected or maintained within the limits of the right-of-way, that the right-of-way will not be used for the storage of personal property, and that no well will be drilled or sunk within the right-of-way, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

IN WITNESS WHEREOF, STARKVILLE ELECTRIC DEPARTMENT has caused this instrument to be executed by its duly authorized officer on this _____ day of _____, _____.

STARKVILLE ELECTRIC DEPARTMENT

By: _____

Title: _____

STATE OF _____)
COUNTY OF _____) SS

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, _____, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of STARKVILLE ELECTRIC DEPARTMENT, a corporation, and that for and on behalf of the said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires: _____

TVA Tract No. SPHTB-76

EXHIBIT A

STARKVILLE - PHILADELPHIA 161KV
TRANSMISSION LINE
TAP TO BLUEFIELD EXTEND TO SOUTHWEST STARKVILLE

Starkville Electric Department

A strip of land located in Section 10, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, as shown on sheet P5DB of US-TVA drawing LW-5579, revision 1, the said strip being 100 feet wide, lying 50 feet on each side of the centerline of the transmission line location, the centerline of the location and the end boundaries of the strip being more particularly described as follows:

Commence at a 1/2 inch rebar found at the north right-of-way line of Sand Road and the east line of Edna West et al; thence in an easterly direction with the north right-of-way line of Sand Road, 5 feet to a point on the centerline of the location at survey station 518+48.61, and on right-of-way line of Sand Road; thence with the centerline of the location N11°46'16"E, 835.69 feet to a point on the property line of Starkville Electric Department, and on the centerline of the location at station 526+84.3 and being the point of beginning.

The said strip being bounded on the south end by the said property line; thence with the centerline of the location N11°46'16"E, 317.58 feet to a point of intersection on the centerline of the location at station 530+01.88 having the state plane coordinates of North: 1431727.26 East: 986307.34; thence with the centerline of the location S89°54'43"W, 92.1 feet to a point of ending, and on the centerline of the location at station 530+93.98, the said strip being bounded on the west end by the point of ending, the ends of said strip are shortened or extended to said property lines.

The strip of land described above includes the centerline of the transmission line location for a net distance of 409.68 feet and containing 0.95 acre, more or less.

Furthermore, the permanent easement rights include the perpetual right to install, maintain, and replace guy wires and necessary appurtenances outside the right-of-way for the transmission line structures located at survey station 530+01.88.

The above described parcel of land is lying in the east 1/2 of Section 10, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

The coordinates, distances and directions of lines are referred to the Mississippi East Coordinate System, NAD83(2011) Horizontal Datum, NAVD88 (Geoid12A) Vertical Datum.

This description prepared from a survey by:
Tennessee Valley Authority
1101 Market Street, MR-4B
Chattanooga, Tennessee 37402-2801

TVA Tract No. SPHTB-76

RESOLUTION

BE IT RESOLVED THAT _____, who is the _____ of Starkville Electric Department, through the City of Starkville, MS, be authorized and directed to execute and deliver a Grant of Transmission Line Easement and all related documents to grant, sell, and convey to the United States of America a permanent easement and right-of-way as described in said grant and to receive payment therefor.

ATTESTATION

The foregoing resolution was, upon motion properly made, seconded, and adopted by the Board of Directors of Starkville Electric Department, at a meeting held on the _____ day of _____, _____, of record in Minute Book _____, page _____.

Date: _____

Secretary

TVA RESTRICTED INFORMATION

CLOSING STATEMENT

Disposition of Purchase Price:

Total Purchase Price	\$10,275.00
Less	\$
Net Amount To Be Disbursed on This Transaction	\$10,275.00

List of Checks To Be Issued:

<u>Payee and Mailing Address</u>	<u>Amount</u>	<u>Interest</u>	<u>Check No.</u>	<u>Date Delivered</u>
STARKVILLE ELECTRIC DEPARTMENT 200 N. Lafayette Street Starkville, Mississippi 39759	\$10,275.00	100%		
Total Disbursement on This Transaction	\$10,275.00			

Prepared:

Dorothy Burks 7-19-19
Date

Interest
verified
by:

Jeffrey R. Moore 7/19/19
Attorney Date

You are required by law to provide the Tennessee Valley Authority with your correct taxpayer identification number. If you do not provide the Tennessee Valley Authority with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. IRS Regulation § 1.6045-4(l)(1)(ii).

Certificate of Seller:

The undersigned, the seller under the instrument of even date herewith, certifies that the amount of \$10,275.00 is correct and that payment thereof has not heretofore been received; and the undersigned hereby acknowledges receipt of full settlement under said instrument in the manner above stated and authorizes the disbursement above shown. Also, under penalties of perjury, the undersigned certifies that the number shown below on this statement is the undersigned's correct taxpayer identification number. IRS Regulation § 1.6045-4(l)(1)(ii).

Signed this the _____ day of _____, _____

STARKVILLE ELECTRIC DEPARTMENT

By: _____

Taxpayer Identification Number _____

Title: _____

TVA RESTRICTED INFORMATION

ANNOUNCEMENTS AND COMMENTS:**MAYOR'S COMMENTS:**

The Mayor and Aldermen recognized Chief Nichols on this, his last, Board meeting, for his service and leadership.

BOARD OF ALDERMEN COMMENTS:**CITIZEN COMMENTS:**

Alvin Turner, Ward 7, thanked Police Captain Stewart and the Fire Chief for speaking to his senior citizen group recently on safety.

Jean Mohammadi-Aragh Irby, asked for City assistance in parking issues at her business on Eckford Drive. Customers and employees of a nearby restaurant are blocking her drive.

Myra Halbert, Co-Mayor of the Mayor's Youth Council thanked the Mayor and Board for their support and listed recent events of the group.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:**PUBLIC HEARING ON AMENDING THE TRANSIENT VENDOR ORDINANCE TO ADHERE TO FIRE CODE REQUIREMENTS FOR MOBILE FOOD PREPARATION VEHICLES.**

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

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

21. REQUEST AUTHORIZATION OF VARIANCE REQUEST VA 19-13, A REQUEST BY JACKSON CONSTRUCTION FOR A VARIANCE FROM FRONT SETBACK REQUIREMENTS FOR LOTS 308-314 ON TALAMORE LANE AND LOTS 301-307 ON LAMBERTON LANE IN PHASE 9 OF HUNTINGTON PARK SUBDIVISION IN AN R-4 ZONING DISTRICT WITH THE PROPERTY # 105 -15-003.04.

City Planner Daniel Havelin presented the variance request VA 19-13, a request by Jackson Construction for a variance from front setback requirements for lots 308-314 on Talamore Lane and lots 301-307 on Lamberton Lane in Phase 9 of Huntington Park Subdivision in an R-4 zoning district with the property # 105 -15-003.04. The applicant is requesting a variance from front setback requirements for several lots. The applicant is currently working on Phase 9 of Huntington Park subdivisions. This phase is unique from the other phases in that there will be a large open common area in the center. The common area will be a park that is also used for stormwater detention. Lots 308-314 on Talamore Lane and lots 301-307 on Lamberton Lane front the common area and are accessed by a rear alley. The applicant is requesting relief from the front setback requirements to move the houses closer to the common area.

Alderman Little, duly seconded by Alderman Vaughn, offered a motion to approve VA 19-13.
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.

22. CONSIDERATION OF FP 19-10 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING A +/- 5.1-ACRE PARCEL INTO 28 LOTS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BENT BROOK LANE AND YELLOW JACKET DRIVE IN AN R-3A ZONE WITH THE PARCEL NUMBER 102H-00-043.00.

City Planner Daniel Havelin presented the request by Jay Fowler on behalf of Magnolias at Bent Brook LLC for Final Plat approval for subdividing a +/- 5.1 acre parcel into 28 lots. The proposed subdivision is named “Magnolias at Bent Brook”. The proposed subdivision is located in an R-3A zoning district at the southeast corner of the intersection of Bent Brook Ridge Street” and Yellow Jacket Drive.

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve FP 19-10: a request for Final Plat approval for “Magnolias at Bent Brook” with the following sixteen conditions. 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.

Conditions:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for R-3A zone dimensions.
3. All public utilities are currently in place and meet requirements as verified by the owner and engineer of record.
4. Sidewalk construction shall conform to the City’s Sidewalk Ordinance and ADA standards.
5. The applicant shall provide adequate and satisfactory test reports for roadways, curbs and all drainage structures and facilities.
6. The covenants shall include provisions for the maintenance of common areas/stormwater management and the City Attorney’s standard hold-harmless indemnification clause.
7. A bond or surety in the amount of 150% of the current cost of the proposed sidewalk and any other infrastructure improvements shall be provided prior to final acceptance of the Final Plat.
8. Financial assurance for the cost of the final layer of asphalt shall be determined by and provided to the City Engineer prior to approval by the Mayor and Board of Aldermen.
9. The roadways shall not be accepted by the City until at least 85% of all lots located on have been developed and received Certificates of Occupancy. The performance agreement shall remain in effect until such time.
10. The applicant shall execute the standard performance agreement (“developer contract”) for the financial guarantee of the completion of the final requirements for acceptance of the streets and utilities and the Board of Aldermen shall authorize the Mayor to execute same.
11. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in “AutoCAD” format in standard state plane coordinates.
12. The applicant shall provide “as-built” drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in “AutoCAD” format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy.
13. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen and one (1) copy of the filed plat returned to the City.

14. Before a certificate of occupancy can be issued for any lot, a landscape buffer must be installed on the east side of the subdivision adjacent to pleasant acres per Sec. 112-33. The Type B buffer is required.
15. Before final acceptance occurs, the following site construction items shall be completed:
 - a. Area between the back of curb and the back of the sidewalk should be fully graded to that similar of the proposed sidewalk grade.
 - b. The vertical drop on the south end of Lots 7 & 8 needs to be sloped and stabilized or a wall installed prior to a Certificate of Occupancy for lots 7 and 8. The construction plans show grading.
 - c. All sidewalks in front of open space and tie ins to the south need to be installed. The sidewalks in front of each lot can be bonded until construction on each individual lot is complete.
 - d. All sidewalks along Yellow Jacket Drive need to be completed prior to January 31, 2020 and a bond posted to the City.
 - e. Keyways will be required at the cul-de-sac at the time of final surface installation.
 - f. The entire site shall be graded and stabilized.
 - g. Crosswalk shall be installed.
 - h. All measures for erosion control shall be installed.
16. Before final acceptance occurs, the following items shall be completed:
 - a. Add area for a notary to sign in the "Certificate of Mortgage Holder" on the Final Plat.
 - b. Add a "Certificate of Engineering Accuracy" to the Final Plat.
 - c. Provide covenants to City Staff for review and acceptance.
 - d. Change the road name, as shown on the Final Plat, for the existing street to "Bent Brook Ridge Street".
 - e. The private drainage easement on the south side of lot 28 needs to be increased to a 20' width.

23. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of November 12, 2019 for fiscal year ending 9/30/20, 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	\$ 511,846.41
Restricted Fire Fund	003	104.00
Airport Fund	015	3,231.96
Sanitation	022	166,431.22
Industrial Park Bond	303	607,452.97
Public Improv Bonds 2018	319	2,024.46
Park and Rec, Tourism	375	99,394.00
Sub Total Before Utilities		\$ 1,390,485.02

Utilities Dept.	SED	1,474,707.07
Total Claims	Total	\$ 2,865,192.09

24. 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 Vaughn, 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.

25. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of pending litigation relating to an appeal of previous Board action and a notice of claim relating to an accident involving a police car and the specific job performances of two police officers. Following a second by Alderman Little, 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 pending litigation relating to an appeal and a notice of claim relating to an accident involving a police car and the specific job performances of two police officers. At this time, the Board entered Executive Session.

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

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

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 action in Executive Session.

27. A MOTION FOR DISCIPLINARY ACTION OF TWO POLICE OFFICERS.

Alderman Vaughn offered a motion to uphold the disciplinary recommendations of the Police Chief relating to Officers Bean and Oswalt. Alderman Little offered a second 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.

28. MOTION TO ADJOURN UNTIL DECEMBER 3, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, for the Board of Aldermen to adjourn the meeting until December 3, 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)