AGENDA ITEM: MINUTES
CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 4-21-2020
RECOMMENDATION FOR BOARD ACTION **PAGE:** l of 47

SUBJECT: Request approval of the minutes of the April 7, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: City Clerk's Office

DIRECTOR'S AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the April 7, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
April 7, 2020

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on April 7, 2020 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Alderman Ben Carver, Alderman Henry Vaughn, Sr. and City Clerk / CFO Lesa Hardin. Aldermen Sandra Sistrunk, David Little, Jason Walker, Hamp Beatty and Roy A'. Perkins attended telephonically or by videoconference as did City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Perkins asked to remove Mayor's Business, Item IX., B. "Consideration of the submittal of budget modification number ten (10) to increase the "private investment" line item from $40,000,000.00 to $40,572,279.66, thus reflecting the actual private investment made through CDBG Project #R-103-347-01-KED: Starkville Parking Garage" from 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 Carver offered a motion, duly seconded by Alderman Beatty, to approve the April 7, 2020 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, APRIL 7, 2020
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 MARCH 3, 2020 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 13, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 17, 2020 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 20, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 24, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
CORONAVIRUS COVID-19 PANDEMIC UPDATE

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF VA 20-02: A REQUEST FROM DONALD BUCKNER JR. FOR A VARIANCE FROM REAR SETBACK AT 104 MCKINLEY STREET IN AN TN-E ZONING DISTRICT WITH THE PROPERTY #102A-00-077.00.

PUBLIC HEARING AND CONSIDERATION OF SE 20-02: A REQUEST FROM LEE CARSON FOR A SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 607 OLD WEST POINT ROAD IN AN SD-2 WITH THE PARCEL NUMBER 117L-00-001.00.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF ADDITIONAL MEASURES TO ADDRESS THE IMPACT OF THE VIRUS ON THE CITY'S BUDGET AND OPERATIONS:

1) TEMPORARY 60 DAY SUSPENSION OF THE EMPLOYEE PAY RAISES APPROVED FOR APRIL ON SEPTEMBER 17, 2019 UNTIL THE PAY PERIOD END DATE OF JUNE 18, 2020.

2) IMPOSING A TEMPORARY (60 DAY) HIRING FREEZE ON THE CITY WITH THE EXCEPTION OF THE DIRECTOR OF PARKS AND RECREATION AND WATER TREATMENT OPERATOR TO BE RECONSIDERED BY THE BOARD AT THE REGULAR MEETING OF JUNE 2, 2020.

3) SUSPENSION OF ALL TRAVEL AND EQUIPMENT PURCHASES FOR THE NEXT 60 DAYS (EXCEPT FOR THOSE PURCHASES ASSOCIATED WITH EXISTING PROJECTS SUCH AS THE SOUTHWEST SUBSTATION AND WASTEWATER TREATMENT PLANT CONSTRUCTION) TO BE RECONSIDERED BY THE BOARD AT THE REGULAR MEETING OF JUNE 2, 2020.

B. CONSIDERATION OF THE SUBMITTAL OF BUDGET MODIFICATION NUMBER TEN (10) TO INCREASE THE "PRIVATE INVESTMENT" LINE ITEM FROM $40,000,000.00 TO $40,572,279.66, THUS REFLECTING THE ACTUAL PRIVATE INVESTMENT MADE THROUGH CDBG PROJECT #R-103-347-01-KED: STARKVILLE PARKING GARAGE.

C. CONSIDERATION OF THE CONTINUANCE OF A PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY.

D. CONSIDERATION OF A SECOND RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED PURPOSES.

X. <u>BOARD BUSINESS</u>

A. CONSIDERATION OF CONTINUED ADMINISTRATIVE LEAVE WITH PAY FOR CITY STAFF.

B. CONSIDERATION TO APPOINT REV. DR. RONNIE TUCKER TO FILL A VACANCY FOR THE LIBRARY BOARD OF TRUSTEES FOR A TERM APPOINTMENT OF OCTOBER 1, 2019 - SEPTEMBER 30, 2024.

XI. <u>DEPARTMENT BUSINESS</u>

A. AIRPORT

1. REQUEST APPROVAL FOR LEASING THE TILLABLE LAND AND NEWLY CLEARED LAND LOCATED AT GEORGE M. BRYAN FIELD SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR TO MR. KYLE KNIGHT IN THE AMOUNT OF $2,951.00.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT
   THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2020 COTTON DISTRICT ARTS FESTIVAL AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES WITH THE CONDITION THAT INSURANCE CONSISTANT WITH THE CITY'S SPECIAL EVENTS POLICY BE PROVIDED TO THE CITY TWENTY DAYS PRIOR TO THE EVENT WHICH IS TENTATIVELY SCHEDULED FOR SEPTEMBER 2020.

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 DEPARTMENT AS OF MARCH 31, 2020 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.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO KIM MORELAND TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT 1769 LOUISVILLE STREET SCHEDULED AFTER MAY 1, 2020.

G. HUMAN RESOURCES

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND SOUTHERN FOUNDATION FOR HOMELESS CHILDREN, INC. CONDITIONED UPON THE FEEDING PROGRAM STARTING NO EARLIER THAN JUNE 1, 2020, AND IT COMPLYING WITH ALL APPLICABLE ORDERS, RULES, AND REGULATIONS RELATING TO CURBING THE SPREAD OF COVID-19.

J. POLICE DEPARTMENT

1. CONSIDERATION OF THE APPROVAL OF AN AGREEMENT WITH AD&S INC. TURNKEY SOLUTION FOR THE ACQUISITION OF A FINGERPRINT MACHINE KIOSK WITH COSTS FUNDED THROUGH A J.A.G. GRANT.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM PARKS & PARKS WATER WELL SERVICE, INC. IN THE AMOUNT OF $9,600.00 TO REPAIR THE MOTOR ON THE #7 WELL PUMP AT THE BLUEFIELD LOCATION.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM SCHWEITZER ENGINEERING LABORATORIES, INC IN THE AMOUNT OF $658,320.00 FOR THE RELAY PANELS AND EQUIPMENT SYSTEM FOR THE 161/69/13 KV SOUTHWEST STARKVILLE SUBSTATION.

3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM SAFT AMERICA, INC C/O HV SALES, INC IN THE AMOUNT OF $116,234.21 FOR THE SUBSTATION BATTERY SYSTEM FOR THE 161/69/13 KV SOUTHWEST STARKVILLE SUBSTATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL APRIL 21, 2020 @ 5:30 IN THE MUNICIPAL COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 15:

2. CONSIDERATION OF THE MINUTES OF THE MARCH 3, 2020 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the March 3, 2020 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 MARCH 13, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the March 13, 2020 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 APPROVAL OF THE MINUTES OF THE MARCH 17, 2020 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the March 17, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE MINUTES OF THE MARCH 20, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the March 20, 2020 special call meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF THE MINUTES OF THE MARCH 24, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the March 24, 2020 special call meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF THE CONTINUANCE OF A PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the Continuance of a Proclamation of Existence of a Local Emergency" adopted March 17, 2020, is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO APPOINT REV. DR. RONNIE TUCKER TO FILL A VACANCY FOR THE LIBRARY BOARD OF TRUSTEES FOR A TERM APPOINTMENT OF OCTOBER 1, 2019 - SEPTEMBER 30, 2024.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the "approval of appointment of Rev. Dr. Ronnie Tucker to fill a vacancy for the Library Board of Trustees for a term appointment of October 1, 2019 - September 30, 2024"" is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVAL FOR LEASING THE TILLABLE LAND AND NEWLY CLEARED LAND LOCATED AT GEORGE M. BRYAN FIELD SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR TO MR. KYLE KNIGHT IN THE AMOUNT OF $2,951.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the "approval of leasing the tillable land and newly cleared land located at George M. Bryan Field south and west of the runway and taxiway and inside the fenced area for one year to Kyle Knight, the sole bidder, in the amount of $2,951.00" is enumerated, this consent item is thereby approved.

LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
KYLE KNIGHT

This Lease Agreement is entered into on this the 8th day of April, 2020, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **KYLE KNIGHT**, "Lessee".

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" located at the Starkville Airport; and

WHEREAS, Lessee desires to lease and occupy a portion of Figure "1" consisting of approximately 66 acres of agricultural land that is outlined by the solid yellow boundaries and approximately 47.5 acres of newly cleared land outlined by the solid blue boundaries in Figure "1" (the "Leased Premises"); and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.

2. USE OF PREMISES.

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the lease premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the

City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action. Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by the Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on April 8, 2020, and shall continue through and expire on April 7, 2021, subject to Lessee's option to renew and hereinafter stated, unless otherwise terminated as provided herein. Lessee has an Option to Renew the lease for an additional 12-month period after the first crop has been harvested and upon terms to be negotiated between the parties. If Lessee chooses to exercise its Option to Renew, it must so notify Lessor in writing on or before January 1, 2021.

4. RENT. The rent for the subject property shall be $2,951.00 per year and shall be made in one lump sum payment on or before April 15, 2020. The parties understand and agree that the lease price recited in this Lease is based upon a lease price of Twenty Six Dollars and Zero Cents ($26.00) per acre applied to approximately 113.5 acres of leased premises. Full payment shall be due by April 15, 2020. Rent shall be paid to Starkville Airport, P.O. Box 1424, Starkville, Mississippi 39760. Time is of the essence. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain acreage from the terms of this lease by reason of industrial development requirements, aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the Lessor is given the right at any time to release portions of the leased premises, in which event the leased price shall be reduced by an amount equal to $26.00 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for agricultural operations, subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner. All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a manner as to protect any and all such installations from damages from such agricultural operations, and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars ($1,000,000.00) for any claim arising out of Lessee's use of the Leased Premises, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars ($1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

10. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

11. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or

permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

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

13. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

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

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

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

17. <u>WASTE</u>.

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

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

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

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

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, including the immediate termination of this Lease, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and

expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

19. LESSOR'S LIEN A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

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

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

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

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

To Lessee: KYLE KNIGHT
____
____
____

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

LESSEE

____

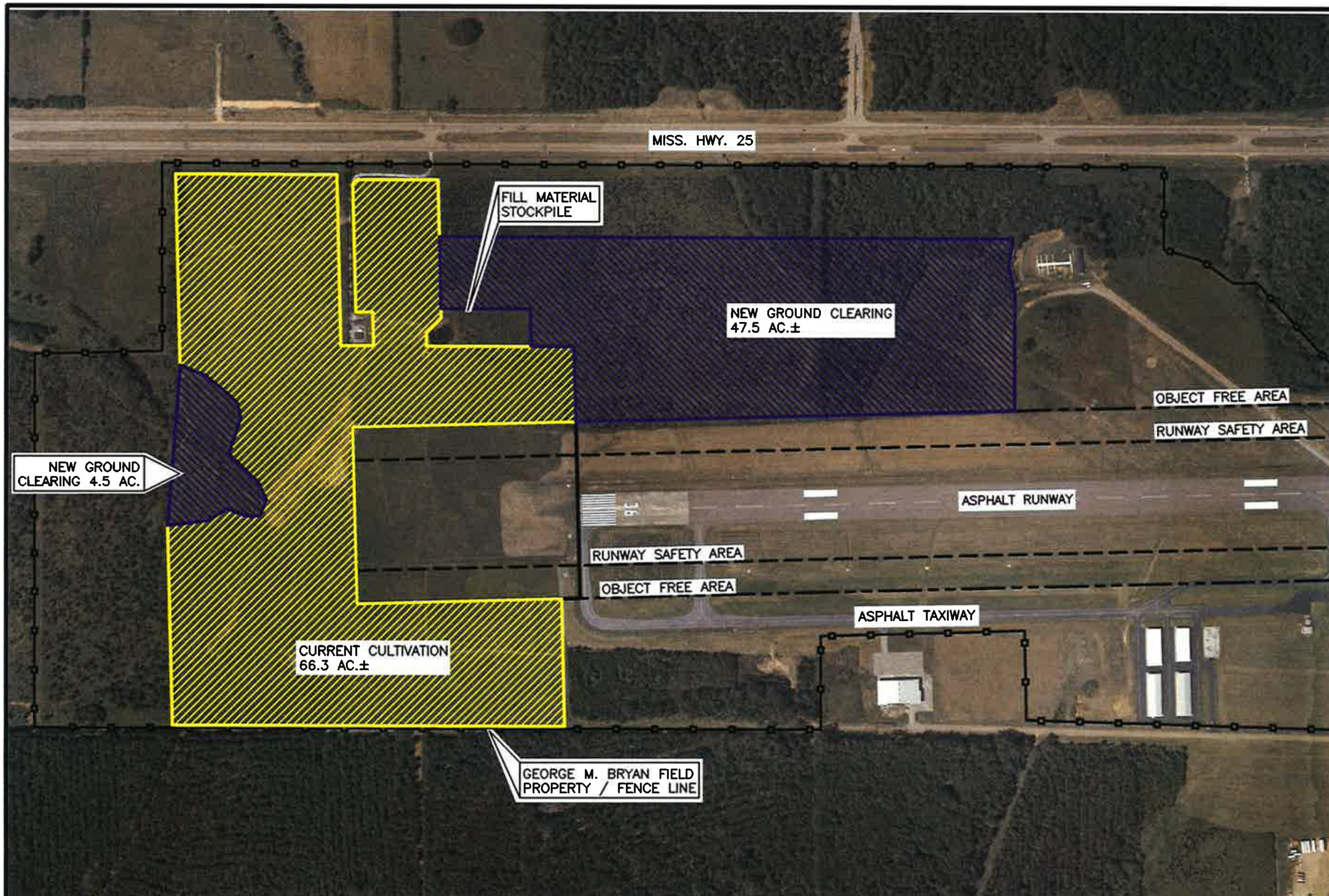
LESSOR

CITY OF STARKVILLE, MS

BY: ______________________________
D. Lynn Spruill, Mayor

ATTEST:

____
Lesa Hardin, City Clerk



CLEARWATER CONSULTANTS, INC. *STARKVILLE, MISSISSIPPI*	GEORGE M. BRYAN FIELD STARKVILLE, MISSISIPPI	SCALE: 1" = 600'± DATE: FEBRUARY 2017	LAND AVAILABLE FOR AGRICULTURAL LEASE	FIGURE 1

10. CONSIDERATION TO ISSUE A COMMERCIAL BURN PERMIT TO KIM MORELAND TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT 1769 LOUISVILLE STREET SCHEDULED AFTER MAY 1, 2020.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the "approval to issue a commercial burn permit to Kim Moreland to burn cleared debris associated with a construction project located at 1769 Louisville Street scheduled after May 1" is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND SOUTHERN FOUNDATION FOR HOMELESS CHILDREN, INC. CONDITIONED UPON THE FEEDING PROGRAM STARTING NO EARLIER THAN JUNE 1, 2020, AND IT COMPLYING WITH ALL APPLICABLE ORDERS, RULES, AND REGULATIONS RELATING TO CURBING THE SPREAD OF COVID-19.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the Memorandum of Understanding (MOU) between the City of Starkville and Southern Foundation, Inc." is enumerated, this consent item is thereby approved. (MOU is on following page)

12. CONSIDERATION OF THE APPROVAL OF AN AGREEMENT WITH AD&S INC. TURNKEY SOLUTION FOR THE ACQUISITION OF A FINGERPRINT MACHINE KIOSK WITH COSTS FUNDED THROUGH A J.A.G. GRANT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the "approval of an agreement with A D & S Inc. Turnkey Solution for the acquisition of a fingerprint machine kiosk with costs funded through a J.A.G. Grant" is enumerated, this consent item is thereby approved. (Agreement follows the Southern Foundation MOU)

13. CONSIDERATION OF THE LOWEST AND BEST QUOTE FROM PARKS & PARKS WATER WELL SERVICE, INC. IN THE AMOUNT OF $9,600.00 TO REPAIR THE MOTOR ON THE #7 WELL PUMP AT THE BLUEFIELD LOCATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the lowest and best quote from Parks & Parks Water Well Service, Inc. in the amount of $9,600.00 to repair the motor on the #7 Well Pump at the Bluefield location" is enumerated, this consent item is thereby approved.

2 Quotes Received: Parks & Parks - $9,600.00 and Donald Smith - $16,009.00

14. CONSIDERATION OF THE LOWEST AND BEST BID FROM SCHWEITZER ENGINEERING LABORATORIES, INC IN THE AMOUNT OF $658,320.00 FOR THE RELAY PANELS AND EQUIPMENT SYSTEM FOR THE 161/69/13 KV SOUTHWEST STARKVILLE SUBSTATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the lowest and best bid from Schweitzer Engineering Laboratories, Inc in the amount of $658,320.00 for the Relay Panels and Equipment System for the 161/69/13 kV Southwest Starkville Substation" is enumerated, this consent item is thereby approved.

3 Quotes Received:	Schweitzer Engineering	$658,320.00
	Electrical Power Products	$695,881.00
	KVA Inc	$770,188.00

MEMORANDUM OF UNDERSTANDING

WHEREAS this Memorandum of Understanding (this "Agreement") is made by and between the Southern Foundation for Homeless Children, Incorporated (hereinafter the "User"), and the City of Starkville, Mississippi (hereinafter the "City"), effective from the date of execution through December 31, 2020

WHEREAS, the City recognizes the user has expertise in operating a meal program, and has available space and desire for the user to implement the program that is beneficial to the community

NOW THEREFORE, for and in consideration of the premises and agreements contained herein, and the benefits accruing to each, the user and the City mutually agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The duties and responsibilities of the City are as follows:
   1. Provide indoor facilities at no cost to the user for the operation of a meal program during the terms of the agreement.
   2. Assist in promotion of the meal program on website, social media and other necessary medium.

B. The duties and responsibilities of the user are as follows:
   1. Implement the meal program including procuring of food items, storage of food items, providing staff and/or volunteers to operate the meal program, and compliance with all necessary local, state and/or federal guidelines for operation of the program.
   2. Assist in promotion of the meal program on website, social media and other necessary medium.
   3. Provide insurance coverage that meets the city's insurance requirements.

Article II. NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

Article III. Use of Facility Keys

The City will issue key(s) to the User for and during the use of the Facility. The keys may not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

Article IV. Repairs and Damages to Facilities

The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the

Agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

Article V. Safety Procedures

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its representatives, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

Article VI. Criminal Background Checks

The User shall conduct criminal background checks on all persons acting as employees, volunteers, board members, and any other person acting in an official capacity with any organization involved in the User's activities. These checks shall be conducted prior to the beginning of the meal program and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User's activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

Article VII. INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

Article VIII. RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

Article IX. MISCELLANEOUS TERMS

This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

This Agreement may only be amended by written instrument approved and executed by both parties.

The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

The designated agents for the parties are:

Southern Foundation for Homeless Children, Inc.
Gwendolyn Gray, Chief Executive Officer
317 Martin Luther King Dr. Suite 102
Starkville, MS 39759
Office: 662-320-6613 or 662-320-6614
Fax: 662-320-6616

CITY OF STARKVILLE, MISSISSIPPI
Lynn Spruill, Mayor
110 West Main Street
Starkville, MS 39759
Tele: (662} 323-2525

AND NOW, having agreed as set out in the above three (3) pages, the user has executed this Agreement on this _____ day of ______ (month), ______ (year).

By: ________________________

Gwendolyn Gray
Chief Executive Officer, Southern Foundation for Homeless Children, Incorporated.

AND NOW, having agreed as set out in the above two (2) pages, the user has executed this Agreement on this 7th day of April, 2020.

THE CITY OF STARKVILLE, MS

By: ________________________

D. Lynn Spruill, Mayor, City of Starkville

AD&S INC.

TURNKEY SOLUTION AGREEMENT

Customer Name: City of Starkville   for Use At: Starkville Police Department

Address: 101 Lampkin St.   Address: 101 Lampkin St.

City/State: Starkville, MS 39759   City/State: Starkville, MS 39759

This agreement is made and entered into on this the 12th day of March 2020 by and between Automation Designs & Solutions, Inc., a Mississippi Corporation, with principal offices located at Brandon, Mississippi (hereinafter referred to as "AD&S"), and Starkville Police Department located at 101 Lampkin St., Starkville, MS 39759 (hereinafter referred to as "Customer").

WITNESSETH:

WHEREAS, "AD&S" is a firm which provides a customer with a software system that involves procuring, assembling, delivery, installing, installation assistance, training, and other forms of support and maintenance in accordance with predetermined system specifications in order to provide a complete solution to the customer's needs; and,

WHEREAS, "Customer" has carefully reviewed said proposal submitted by "AD&S" and clearly understands the software as outlined therein as it relates to the manufacturer, the description, the quantity, the capability, and the pricing of each, as well as the type of training, warranty, and other support services offered and agrees, acknowledges, and accepts the same; and, further desires for "AD&S" to proceed according to said proposal;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, agreements, and obligations herein, "AD&S" and "Customer" hereby agree as follows, to-wit:

SECTION I. SALE AND LICENSE

1. Subject to the terms and conditions hereof, "AD&S" agrees to sell and license to the "Customer" named above, and "Customer" agrees to purchase and license from "AD&S", the products, materials and services described herein, collectively referred to as the System. This agreement shall become effective only upon acceptance and approval in writing by an authorized representative of "AD&S" at the principal place of business of "AD&S".

2. **LICENSE OF SOFTWARE.** AD&S, Inc., grants to "Customer", effective upon completion of delivery and installation the System (a) a non-exclusive license to use applications software owned by AD&S, Inc., and identified hereto as FingerPro ID Software (b) a non-exclusive sublicense to use (in accordance with the terms provided by the owner thereof) the operating software provided in conjunction with the hardware by the hardware manufacturer, both applications software and operating software hereinafter collectively referred to as the "software".

   "Customer" rights in the software pursuant to such license and such sublicense are expressly limited to the use of the software by "Customer" at the installation site in connection with the hardware. "Customer" shall not assign, transfer, or sublicense the software without the prior written consent of "AD&S".

3. **DELIVERY OF SOFTWARE.** "AD&S" Shall deliver by Internet remote login on or about **March 31, 2020** **to** the address designated above for "Customer's" use of the FingerPro ID System.

SECTION II. PRICE, CHARGES, AND TAXES

1. "Customer" shall pay to "AD&S" the purchase price, license fee, service and ongoing support fees as herein described and reimbursements and shall assume responsibility for the other charges and claims set forth below.

2. **PURCHASE PRICE.** The purchase price of the hardware and kiosk cabinet is $9,719.00. Customer shall pay such purchase price to "AD&S" in accordance with the payment schedule set forth in EXHIBIT "A" hereto.

3. **LICENSE FEE.** The license fee for the use of the application software is $ 3,540.00. "Customer" shall pay such license fee to "AD&S" in accordance with the payment schedule set forth in EXHIBIT "A" hereto.

4. **SUPPORT SERVICES.** Support services will be provided in accordance with "AD&S's" SUPPORT AGREEMENT attached hereto as EXHIBIT "B".

5. **INTEREST CHARGES.** "Customer" acknowledges that the monetary obligations of "Customer" to "AD&S" herein under constitute a commercial account. "Customer" shall pay, in addition to all other amounts owed to "AD&S", interest calculated at one and one-half percent (1½ %) per month on all amounts that are due and payable by "Customer" to "AD&S" for forty-five (45) days or longer.

6. **FREIGHT AND INSURANCE.** "Customer" shall in all cases reimburse "AD&S" for all charges for transportation, rigging, and drayage and for insurance, if any, of the System in transit. If "AD&S" uses a third party mover or carrier to ship the System to "Customer's" address, "AD&S" shall (unless it notifies the "Customer" to the contrary) arrange for shipment or carriage of the System (collectively or by component) to "Customer" FOB point of manufacture or shipment.

SECTION III. DELIVERY, INSPECTION, AND INSTALLATION

1. **SITE PREPARATION.** Unless otherwise specified, "Customer" shall, as its expense and prior to delivery and installation of the System at "Customer's" address, prepare the installation site in an appropriate manner and shall cause the installation site to conform to any utility, climate control, and communication interface specifications that "AD&S" or the manufacturer may supply.

2. **INSTALLATION.** If contracted for herein, "AD&S" shall provide complete onsite training services.

3. SECTION IV. TRAINING AND USER MATERIALS

1. **TRAINING.** "Customer" shall select personnel suitable to operate and use the System and confirm that such personnel demonstrate the competency necessary to manage and operate the System. "AD&S" shall, pursuant to the terms of the "SUPPORT AGREEMENT" (EXHIBIT "B" attached hereto, if applicable), provide "Customer's" personnel with training and instruction concerning the operation and use of the System by conducting a training session at a mutually convenient time at "Customer's" facility.

2. **USER MATERIALS.** "AD&S" may from time to time furnish "Customer" with drawings, diagrams, specifications, documentation, and other materials, including user manuals, relating to the use and servicing of the System. "AD&S" reserves the right, title and interest in any such materials pertaining to the software, and "Customer" shall return such materials to "AD&S" at any time upon its request.

SECTION V. PROPRIETARY PROTECTION OF SOFTWARE

1. **RESERVATION OF TITLE.** This agreement does not affect any transfer of title in the software (or any materials furnished or produced in connection with the software) including drawings, diagrams, specifications, input, formats, source code, and user manuals. "Customer" acknowledges that (a) the software (and all materials furnished or produced in connection with the software), including without limitation, the design, programming techniques, flow charts, source code and input data formats, contain trade secrets entrusted to "Customer" under this agreement for use only in the manner expressly permitted hereby, and (b) AD&S, Inc. and its predecessors in ownership claim and reserve all rights and benefits afforded under Federal law in the software as an unpublished copyrighted work.

2. **PRESERVATION OF SECRECY AND CONFIDENTIALITY; RESTRICTIONS ON ACCESS.** "Customer" shall protect the software (and all materials furnished or produced in connection with the software) as trade secrets of AD&S, Inc. and its predecessors in ownership, and "Customer" shall devote its best efforts to ensure that all "Customer's" personnel protect the software as trade secrets of AD&S, Inc. and its predecessors in ownership. "Customer" shall not at any time, disclose such trade secrets to any other person, firm, organization, or employee that does not need (consistent with "Customer's" right of use hereunder) to obtain access to the software and the materials provided to "Customer" in connection with the software.

3. **RESTRICTIONS ON USE OF SOFTWARE GENERALLY.** Neither the software nor any materials provided to "Customer" in connection with the software may be copied, reprinted, transcribed, or reproduced, in whole or in part, without the prior written consent of AD&S, Inc. "Customer" shall not in any way modify or enhance the software (or any materials furnished or produced in connection with the software) without prior written consent of AD&S, Inc.

4. **DURATION OF DUTIES AND RETURN OF SOFTWARE.** The duties and obligations of "Customer" hereunder shall remain in full force and effect for so long as "Customer" continues to control, possess, or use the software. "Customer" shall promptly return the software together with all materials furnished or produced in connection with the software, upon abandonment or other termination of "Customer's" control, possession or use of the software.

SECTION VI. WARRANTIES AND LIMITATIONS

1. **LIMITED WARRANTY AND DISCLAIMER**

   a. **VENDOR SOFTWARE WARRANTY.** AD&S, Inc. warrants, for the benefit of "Customer" only, that at the time of "Customer's" license of the software commences, the vendor software conforms in all material respects to any specified MCIC and FBI standards currently in effect and supplied in writing to AD&S, Inc. and does not contain any material defect in its materials or workmanship. Such warranty is upon reliance of the warranty of the vendor of the software.

   b. **CONDITIONS PRECEDENT.** "AD&S" shall bear no responsibility for correcting, curing, or otherwise remedying any nonconformity or defect in the System (or any breach with respect to the condition or operation of the System) if (1) the System is not properly installed if done by some third party; (2) the System is not maintained and operated under normal conditions by competent personnel; (3) the System incorporates spare or replacement parts other than those purchased under this agreement; (4) the System has been subjected to disassembly, modification, enhancement, abuse or misuse; (5) the nonconformity or defect (or other breach with respect to the condition or operation of the System) has not been reported to "AD&S" within five (5) days after termination of such first month period; or (6) has arisen as a result of damage to the System occurring subsequent to delivery thereof to the installation site, unless, in any such case, such event or condition directly results from the fault or negligence of "AD&S".

   c. **DISCLAIMER**. If the customer alters, reverse engineers, or changes the software in any way or for any purpose, there is no guarantee that the software will continue to function or perform in the manner in which it is advertised.

2. **FORCE MAJEURE.** "AD&S" shall not be responsible for delays or failures in its performance resulting from acts or omissions beyond its control or from any events, acts, or omissions attributable to the manufacturer of the hardware or the operating software, the vendor of the hardware to "AD&S", the licensor of the operating software to "AD&S", the vendor of the application software to "AD&S", or any maintenance vendors.

SECTION VII. DEFAULT

1. Any of the following shall constitute an "Event of Default" under this agreement.

   a. "Customer's" failure to pay to "AD&S" any charge, cost, or other payment accruing hereunder, if such delinquency has not been corrected within ten (10) days after "AD&S" has given "Customer" written notice of such delinquency;

   b. "Customer's" failure to perform any other terms, conditions, or covenants in this agreement, including any act of repudiation or wrongful rejection of the System, if such failure has not been corrected within ten (10) days after "AD&S" has given "Customer" written notice of such failure; or

   c. Any act or event whereby "Customer" (1) is or becomes insolvent, (2) is or becomes party to any bankruptcy or receivership proceeding or any similar action affecting the financial condition or property of "Customer", if such proceeding has not been dismissed within thirty (30) days, or (3) makes a general assignment for the benefit of creditors.

2. Upon the occurrence of an Event of Default, "AD&S" may (a) terminate this agreement and invoke all rights "AD&S" possesses upon termination and (b) if "Customer" remains liable for any monetary obligation created under this agreement, accelerate due and payable by "Customer" as a liquidated sum and proceed against "Customer" in any lawful way for satisfaction of such sum, or repossess so much of the System as remains in "Customer's" possession.

3. No delay or failure of either party in exercising any right hereunder, nor any partial exercise thereof, shall be deemed to constitute a waiver of any rights granted hereunder or at law. The presence or absence of any Event of Default shall in no way prejudice or abridge the right of "AD&S" to seek and obtain in appropriate circumstances stoppage of goods in transit or reclamation of goods after delivery.

SECTION VIII. GENERAL

1. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the Laws of the State of Mississippi.

2. **CJIS (Criminal Justice Information Services) SECURITY ADDENDUM. EXHIBIT "C"** attached hereto contains references to rules for access and clarifies the guidelines for access to any criminal history record information and related data for users. Violation of these guidelines referenced may result in administrative and criminal penalties which are not limited to prosecution for State and Federal crimes. By authorized signature on this document the customer fully understands and acknowledges information and adherence thereto of CJIS guidelines from the CJIS Security Addendum.

3. **FORUM SELECTION.** All disputes between the parties arising from this agreement shall be prosecuted only in the Courts of the State of Mississippi and the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in such litigation.

4. **ENTIRE AGREEMENT; AMENDMENTS.** This agreement, including all Exhibits attached hereto, are hereby incorporated by this reference and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous representation, proposals, agreements, negotiations, advertisements, statements, or understandings, whether oral or written. No amendment to this agreement shall be binding on either party unless such amendment is in writing and is executed by authorized representatives of both parties to this agreement.

5. **NOTICE.** Any notices required or permitted under this agreement shall be in writing and shall be effective when delivered in person or sent by registered or certified mail (return receipt requested, with proper postage affixed) or by personal courier to the address set forth in this agreement or any more recent address of which the sending party has been apprised.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representative effective upon approval of "AD&S" as marked below.

"CUSTOMER"	APPROVED:
BY: ______________________	**AUTOMATION DESIGNS & SOLUTIONS, INC.**
TITLE: Mayor, City of Starkville	By ______________________
DATE 4-7- ______________, 2020	Date ______________________, 20___

EXHIBIT A

AUTOMATION DESIGNS & SOLUTIONS, INC.
PAYMENT SCHEDULE

Licenses Fee:

- One FingerPro ID software license fee **$2495.00**
- Software to Print FBI FD-258 Cards **$ 550.00**
- Payment for TOT Package **$495.00**

Hardware purchase:

- Metal Kiosk Cabinet
- Green Bit DactScan 84c 10 print scanner
- HP Computer with 3-year Depot
- HP Monitor 22 in"
- Mouse

$9,719.00

Installation:

- Installation and Training for software and hardware $ **2,495.00**

Shipping:

- Shipping fee of **$ 75.00**

EXHIBIT B
AUTOMATION DESIGNS & SOLUTIONS, INC.
Support Agreement

Automation Designs & Solutions, Inc. agrees upon the following as it relates to systems and support:

Support Services -

Automation Designs & solutions, Inc. shall have the following responsibilities:

- To meet with management and/or authorized representative and perform a needs assessment. Based upon said needs assessment, Automation Designs & Solutions, Inc. (hereinafter referred to as AD&S, Inc.) will provide customer with an overview of proposed installation.
- AD&S, Inc. will provide customer with an itemized list of hardware, software, time estimates and related service cost necessary to implement proposed installation
- Upon execution of this agreement, AD&S, Inc. will order hardware, software and related peripherals necessary to implement proposed automation.
- Upon receipt of equipment AD&S, Inc. will prepare related equipment to meet state MCIC and FBI standards. Said equipment and software will then be transported to the customer and installed and tested on-site.

Training -

- AD&S, Inc. will train a maximum of three personnel on site. This training will include the areas of data entry, software output, and operation of other related peripheral equipment (i.e. modems printers, livescan, etc.)

Customer shall have the following responsibilities:

- To furnish AD&S, Inc. with complete information regarding current method of business operations, as well as anticipated growth as it relates to analysis of future automation needs.
- To furnish AD&S, Inc. information as to critical needs, any forms utilized in current operations, as well as any modifications to same.
- To review proposal by AD&S, Inc. and be satisfied that said proposal accurately reflects current automation needs, providing for future growth to a reasonable extent.
- To designate someone to be responsible for administration of the system. This designee will be the contact person for AD&S, Inc.
- To provide persons capable of being trained for data entry into the software systems provided by AD&S, Inc.
- To house equipment and related peripherals in a clean well ventilated environment with a temperature range suitable for computer equipment.
- To mutually establish with AD&S, Inc. a satisfactory testing procedure for accuracy of said data as far as output is concerned.
- To maintain hardcopy output from systems necessary to document performance of the system.

- To gain an understanding of procedures necessary for backup and recovery in the event of catastrophic losses.

- To report any changes that would affect in any manner the Disaster Recovery System process developed and in place, prior to implementation, including, but not limited to:

    Procedural changes
    Equipment changes
    Platform changes
    Network configuration changes
    SQL Server changes
    Web Server changes

- To order forms required for production from any systems provided by AD&S, Inc. in a manner timely for scheduling on-line production.

- To ensure that appropriate communication channels are established and operative to effect communication between all related agencies involved.

- Establish an interagency protocol to maintain, determine and ensure successful transmission of electronic data without interruption of services provided by AD&S.

- To assume responsibility for and interagency communication channels including SQL connections, Web Server connections, agency network connections, MCIC connections.

- Understand that delay in any response time may possibly be related to FBI system load and network traffic, MCIC system load and network traffic, and/or agency load and network traffic.

- To notify AD&S of any hardware changes in your network, configuration changes in your computer hardware or network, prior to their implementation.

EXHIBIT C

Automation Designs & Solutions, Inc.
Acknowledgement of CJIS Agreement Security Addendum

6/1/2016 H-7 CJISD-ITS-DOC-08140-5.3

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized authority. Such exposure for misuse includes, but is not limited to, prosecution for state and federal crimes.

Authorized Signature 4-8-2020
Date

D. Lynn Spruill 4-7-2020
Printed Name Date

15. CONSIDERATION OF THE LOWEST AND BEST BID FROM SAFT AMERICA, INC C/O HV SALES, INC IN THE AMOUNT OF $116,234.21 FOR THE SUBSTATION BATTERY SYSTEM FOR THE 161/69/13 KV SOUTHWEST STARKVILLE SUBSTATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the "approval of lowest and best bid from SAFT America, Inc c/o HV Sales, Inc in the amount of $116,234.21 for the Substation Battery System for the161/69/13 kV Southwest Starkville Substation" is enumerated, this consent item is thereby approved.

3 Quotes Received:	SAFT America	$116,234.21
	ALCAD Inc	$126,906.54
	Storage Battery Systems	$163,924.40

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill urged everyone to do their best to remain safe. The numbers from the State showed Oktibbeha County with 29 cases of Covid-19 and the State with a total of 1915 cases and 59 deaths. A dedicated phone line has been established, 323-4813, for the public to call if they have questions or need assistance.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked the Departments for all they are doing during this crisis. He also thanked the public for their understanding on the Sanitation reduced service days.
Alderman Vaughn congratulated the Starkville High School 6A Champions in boys basketball. He encouraged everyone to be respectful of each other and to social distance themselves through love for the well-being of their fellow citizens.

CITIZEN COMMENTS: None

PUBLIC APPEARANCES: None
PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF VA 20-02: A REQUEST FROM DONALD BUCKNER JR. FOR A VARIANCE FROM REAR SETBACK AT 104 MCKINLEY STREET IN AN TN-E ZONING DISTRICT WITH THE PROPERTY #102A-00-077.00.

Dr. Kim presented request VA 20-02. The applicant, Donald Buckner Jr., is requesting a variance from the rear setback requirements at 104 McKinley Street. The applicant's home was recently destroyed by fire and they have begun the process of applying for building permits to construct a new single unit residential dwelling on the property. The property fronts McKinley Street and backs up to railroad right-of-way. The lot is triangular shaped. Due to the shape of the lot, there are limited options for locating the proposed dwelling. The applicant can site the proposed dwelling to comply with front and side setbacks, but not the rear setback adjacent to the railroad right-of-way. The applicant is requesting relief from the rear setback minimum of 15'. The requested rear setback is 10'.

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

Mr. Buckner noted the house had burned November 5 and he would like to rebuild with a smaller backyard in order to have a larger front yard and the home further from the road.

There being no additional comments from the public or any comments from the Board, the Mayor announced the public hearing closed.

16. CONSIDERATION OF VA 20-02: A REQUEST FOR VARIANCE RELIEF FROM REAR SETBACK REQUIREMENTS AT 104 MCKINLEY STREET.

Alderman Carver, duly seconded by Alderman Vaughn, offered a motion to approve VA 20-02 a request for variance relief from rear setback requirements at 104 McKinley Street. 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 OF SE 20-02: A REQUEST FROM LEE CARSON FOR A SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 607 OLD WEST POINT ROAD IN AN SD-2 WITH THE PARCEL NUMBER 117L-00-001.00.

Dr. Kim presented SE 20-02. The applicant is seeking a Special Exception to convert an existing accessory structure into an accessory dwelling unit. The existing structure is original to the house and was previously used as storage. The applicant is currently operating a bed and breakfast out of the main house. The accessory dwelling would be used as part of the bed and breakfast. The proposed dwelling is a one-story building with the exterior dimensions of 18 feet by 20 feet for a total square footage of 360.

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

Lee Carson discussed the history of the building and the reasons for his request.

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

17. CONSIDERATION OF SE 20-02 A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 607 OLD WEST POINT ROAD IN AN SD-2 WITH THE PARCEL NUMBER 117L-00-001.00.

Alderman Carver, duly seconded by Alderman Sistrunk, offered a motion to approve SE 20-02 a request for Special Exception to allow for an Accessory Dwelling Unit at 607 Old West Point Road in an SD-2 with the parcel number 117L-00-001.00 with two (2) conditions and a deviation from the use standard.

Requested Conditions:

1. The applicant shall obtain all required building permits for the use requested;
2. There shall be no separate meters for the accessory dwelling unit, but an electrical disconnect is required for an emergency cutoff.

Requested Deviation from the Use Standard (per Sec.3.4.1)

1. Deviation from Sec.13.5.2.D.3 requiring kitchen facility.

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: Yea

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

18. CONSIDERATION OF ADDITIONAL MEASURES TO ADDRESS THE IMPACT OF THE VIRUS ON THE CITY'S BUDGET AND OPERATIONS: 1) TEMPORARY 60 DAY SUSPENSION OF THE EMPLOYEE PAY RAISES APPROVED FOR APRIL ON SEPTEMBER 17, 2019 UNTIL THE PAY PERIOD END DATE OF JUNE 18, 2020.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve a temporary 60 day suspension of the employee pay raises approved for April on September 17, 2019 until the pay period end date of June 18, 2020. 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: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

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

19. CONSIDERATION OF ADDITIONAL MEASURES TO ADDRESS THE IMPACT OF THE VIRUS ON THE CITY'S BUDGET AND OPERATIONS: IMPOSING A TEMPORARY (60 DAY) HIRING FREEZE ON THE CITY WITH THE EXCEPTION OF THE DIRECTOR OF PARKS AND RECREATION AND WATER TREATMENT MANAGER TO BE RECONSIDERED BY THE BOARD AT THE REGULAR MEETING OF JUNE 2, 2020.

Alderman Carver, duly seconded by Alderman Little, offered a motion to impose a temporary (60 day) hiring freeze on the city with the exception of the Director of Parks and Recreation and Water Treatment Manager to be reconsidered by the board at the regular meeting of June 2, 2020. 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: Yea

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

20. CONSIDERATION OF ADDITIONAL MEASURES TO ADDRESS THE IMPACT OF THE VIRUS ON THE CITY'S BUDGET AND OPERATIONS: SUSPENSION OF ALL TRAVEL AND EQUIPMENT PURCHASES FOR THE NEXT 60 DAYS (EXCEPT FOR THOSE PURCHASES ASSOCIATED WITH EXISTING PROJECTS SUCH AS THE SOUTHWEST SUBSTATION AND WASTEWATER TREATMENT PLANT CONSTRUCTION) TO BE RECONSIDERED BY THE BOARD AT THE REGULAR MEETING OF JUNE 2, 2020.

Alderman Vaughn, duly seconded by Alderman Carver, offered a motion to suspend all travel and equipment purchases for the next 60 days (except for those purchases associated with existing projects such as the southwest substation and wastewater treatment plant construction and those funded by bonds and grants) to be reconsidered by the Board at the regular meeting of June 2, 2020. 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 THE SUBMITTAL OF BUDGET MODIFICATION NUMBER TEN (10) TO INCREASE THE "PRIVATE INVESTMENT" LINE ITEM FROM $40,000,000.00 TO $40,572,279.66, THUS REFLECTING THE ACTUAL PRIVATE INVESTMENT MADE THROUGH CDBG PROJECT #R-103-347-01-KED: STARKVILLE PARKING GARAGE.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to authorize the submittal of Budget Modification number 10 (ten) to increase the "Private Investment" line item from $40,000,000.00 to $40,572,279.66, thus reflecting the actual private investment made. 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: Yea

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

MDA DRD

BUDGET MODIFICATION WORKSHEET

(Parking Structure for Cotton Mill Marketplace)

Recipient: City of Starkville, Mississippi   Contract Number: R-103-347-01-KED

NOTE: List KCDBG Funds where changes are made.

Activity	Current Budget	Proposed Budget	Change (+ -)
Administration	$ 140,000.00	$ 140,000.00	$ 0.00
Engineering	$ 437,000.00	$ 437,000.00	$ 0.00
Acquisition	$ 0.00	$ 0.00	$ 0.00
Legal	$ 40,000.00	$ 40,000.00	$ 0.00
Construction	$ 6,910,430.00	$ 6,910,430.00	$ 0.00
Contingency	$ 0.00	$ 0.00	$ 0.00
Construction Management	$ 432,570.00	$ 432,570.00	$ 0.00
Testing	$40,000.00	$40,000.00	$ 0.00
	TOTAL	**TOTAL**	**TOTAL**
	$ 8,000,000.00	**$ 8,000,000.00**	**$ 0.00**

Comments: No changes were made to the CDBG budget; Local/Private line items were revised to reflect final, actual expenditures.

Katrina Supplemental CDBG Program
Budget Summary

Applicant: City of Starkville

Funding Year: 2006 **Grant Year :** 2010 **Contract:** R-103-347-01-KED

Description	MDA	IDIS		Other Funding Sources			
Administration			CDBG	Company			Total
General Administration			$ 140,000.00				$ 140,000.00
Application Prep.			$ -				$ -
Audit			$ -				$ -
Subtotal (A)			$ 140,000.00	$ -	$ -	$ -	$ 140,000.00

Description	MDA	IDIS		Other Funding Sources			
Public Facilities			CDBG	Company			Total
Engineering			$ 437,000.00				$ 437,000.00
Acquisition			$ -				$ -
Legal			$ 40,000.00				$ 40,000.00
Construction			$ 6,910,430.00				$ 6,910,430.00
Contingency			$ -				$ -
Construction Management			$ 432,570.00				$ 432,570.00
Appraisal/Review Appraisal			$ -				$ -
Private Investment				$ 40,572,279.66			$ 40,572,279.66
Testing			$ 40,000.00				$ 40,000.00
							$ -
							$ -
							$ -
							$ -
							$ -
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							$ -
							$ -
Subtotal (B)			$ 7,860,000.00	$ 40,572,279.66	$ -	$ -	$ 48,432,279.66
Grand Total (A + B)			$8,000,000.00	$40,572,279.66	$0.00	$0.00	$48,572,279.66

MISSISSIPPI DEVELOPMENT AUTHORITY

MODIFICATION SIGNATURE SHEET

501 North West Street • Post Office Box 849

Jackson, Mississippi 39205

1. Recipient's Name, Address, and Telephone No.

City of Starkville
Honorable D. Lynn Spruill, Mayor
110 West Main Street
Starkville, MS 39759
Phone: (662) 323-4583
Fax: (662) 324-4015
Parking Structure for Cotton Mill Marketplace

2. Effective Date: December 13, 2019

2. Contract Number: R-103-347-01-KED

Grant Number:

4. Modification Number: 10 (TEN)

5. Grant Identifier: (Funding Source & Year): CFDA #14.219 & 14.228

6. Beginning and Ending Dates: 10-26-2010 through 12-31-2019

7. Page 1 of 3

8. As a result of this modification, funds obligated are changed as follows:

	KCDBG	**Other: Federal**	**Other: :Local/ Private**
From	$8,000,000	$0	$40,000,000.00
TO	$8,000,000	$0	$40,572,279.66
Increase of:	$0	$0	$ 572,279.66
Decrease of:	$0	$0	$0

9. The above recipient is hereby modified as follows:

To update project budget to reflect final, actual Local/Private expenditures.

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:

Signature Date

Name: Jamie M. Miller

Title: Deputy Director
Governmental Affairs

12. Approved for Recipient:

04-07-2020

Signature Date

Name: Honorable D. Lynn Spruill

Title: Mayor, City of Starkville

22. CONSIDERATION OF A SECOND RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED PURPOSES.

Alderman Carver, duly seconded by Alderman Sistrunk, offered a motion to approve a Second Resolution of the Mayor and Board of Aldermen for the control of contagious and infectious diseases and for the protection of public health and welfare and for related purposes. 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: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed. The Resolution follows this page.

23. CONSIDERATION OF CONTINUED ADMINISTRATIVE LEAVE WITH PAY FOR CITY STAFF.

Alderman Vaughn, duly seconded by Alderman Carver, offered a motion to approve the continued administrative leave with pay for City Staff through April 21, 2020. 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.

24. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2020 COTTON DISTRICT ARTS FESTIVAL AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES WITH THE CONDITION THAT INSURANCE CONSISTANT WITH THE CITY'S SPECIAL EVENTS POLICY BE PROVIDED TO THE CITY TWENTY DAYS PRIOR TO THE EVENT WHICH IS TENTATIVELY SCHEDULED FOR SEPTEMBER 2020.

Alderman Little, duly seconded by Alderman Carver, offered a motion to approve a Special Event Request of the 2020 Cotton District Arts Festival and have City participation with in-kind services with two conditions:
1. The applicant shall notify the Special Events Committee of the alternative date and submit an updated insurance policy and 2. The event may be cancelled or delayed, subject to available information about COVID-19 and as determined by the BOA. 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.

SECOND RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED PURPOSES

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020; on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. §33-15-11(b)(17), Governor Tate Reeves declared a State of Emergency existed in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on March 17, 2020, the City of Starkville, through its Mayor and Board of Aldermen, adopted a Proclamation of Existence of Local Emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 20, 2020, the City of Starkville, through its Mayor and Board of Aldermen ratified this Proclamation, and adopted a Resolution declaring a Civil Emergency, and for the Control of Infectious and Contagious Diseases and Related Purposes, which made certain findings and required, among other things, restaurants to close dining rooms and provide services through curbside pick-up, drive through and delivery methods only, and prohibited the use by the public of interior or exterior common dining or bar facilities; and

WHEREAS, on March 20, 2020, the Mayor and Board of Aldermen adopted an ordinance amending Chapter 1 Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which specified penalties for violation of the adopted resolution; and

WHEREAS, the worldwide outbreak of COVID-19, and the effects of its extreme risk of person-to-person transmission throughout the United States, Mississippi, and the City of Starkville, impact the life and health of Starkville's citizens, as well as the economy of Starkville; and

WHEREAS, the risk of spread of COVID-19 within Starkville continues to constitute a public emergency that may result in substantial injury or harm to life and health in Starkville; and

WHEREAS, the Centers for Disease Control (CDC) guidance for responding to COVID-19 recommends avoiding crowds as much as possible, especially for older adults and individuals with serious chronic medical conditions and Mississippi State Department of Health has recommended avoiding social gatherings where 10 people or more may come into close contact; and

WHEREAS, on March 11, 2020, the Mississippi State Department of Health confirmed the first presumptive case of COVID-19 in Mississippi, and as of April 7, 2020, there are 1,915 presumptive and confirmed cases in Mississippi that have tested positive for COVID-19, which have resulted in 59 deaths, and additional positive tests are anticipated; and

WHEREAS, as of April 7, 2020, there are 29 presumptive and confirmed cases in Oktibbeha County that have tested positive for COVID-19, which have resulted in one death, and additional positive tests are anticipated; and

WHEREAS, the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the CDC on March 16, 2020, called upon Americans to slow the spread of COVID-19 over a 15 day period, which was subsequently extended through April 30, 2020, by avoiding social gatherings in groups of more than 10 people, using drive-thru, pickup, or delivery options at restaurants and bars, and avoiding visitation at nursing homes, among other steps; and

WHEREAS, on March 23, 2020, Mississippi Governor Tate Reeves issued Executive Order No. 1463, as supplemented on March 26, 2020, which limited social gatherings, limited operations of restaurants, bars, and other dining establishments to essential services, and limited attendance at hospitals, nursing homes and retirement or long-term care facilities until April 17, 2020. It further established statewide continuity of operations of critical infrastructure that ensured Essential Businesses or Operations, including those identified in the Executive Order as Supplemented and in the U.S. Department of Homeland Security, Cybersecurity & Infrastructure Security Agency (CISA)'s March 19, 2020, "Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response," be able to operate at such level necessary to provide essential services and functions during this COVID-19 State of Emergency; and

WHEREAS, on April 1, 2020, Governor Reeves issued Executive Order 1466 implementing a statewide "Shelter In Place" order, requiring, among other things, non-essential businesses to cease operations, closing public and private recreational facilities, restricting travel only for Essential Activities and Essential Travel as defined in the Order, and empowering local authorities to enforce the terms of the Order; and

WHEREAS, despite significant measures and recommendations, COVID-19 continues to remain a serious threat to Starkville that significantly impacts the life and health of Starkville residents, as well as the economy of Starkville; and

WHEREAS, it is necessary to take further actions consistent with the Governor's Orders to protect the health, safety and welfare of Starkville residents in response to this COVID-19 State of Emergency; and

WHEREAS, the population of the City of Starkville is comprised of college students, substantial numbers of nurses, aides and support staff for physicians, employees and staff of a regional hospital and several long term care facilities, and contains significant populations of both older, at-risk individuals and individuals who travel broadly and frequently, and the City of Starkville is a location frequently visited by individuals from surrounding counties, towns, and cities; and

WHEREAS, Sections 45-17-3 and 33-15-17(d) of the Mississippi Code allows the City to proclaim local civil emergencies if it determines that a natural disaster which has caused death or injury has occurred, which the City has done; and

WHEREAS, the Mayor and Board of Aldermen continue to find that COVID-19 is a natural disaster which has caused and will continue to cause injury, illness and/or death to persons to such an extent that additional extraordinary measures must be taken to protect the public health, safety, and welfare of citizens and visitors to the City of Starkville; and

WHEREAS, Miss. Code. Ann. §§ 45-17-5 and 33-15-17(d) allows the City of Starkville to order a general curfew as deemed necessary in the interest of the public health, safety and welfare of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §45-17-7 allows the City of Starkville after declaration of civil emergency and in the interest of the public safety and welfare to issue such orders as are necessary for the protection of life of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §21-19-3 allows the City of Starkville to make regulations to prevent the introduction and spread of contagious or infectious diseases; to make quarantine for this purpose and enforce the same within five miles of the corporate limits; and

WHEREAS, Miss. Code Ann. §21-19-17 allows the City of Starkville to restrict movement for public safety and allows the City of Starkville the power to make such regulation to protect the health and lives and to enhance the general welfare of the community by restricting such movements of its citizens, or any group thereof, when there is eminent danger to the public safety because of freedom of movement thereof; and

WHEREAS, Miss. Code Ann. §21-19-29 allows the City of Starkville to regulate the entrances to public halls and buildings, and the way of ingress and egress to and from the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Starkville, that the City hereby adopts the following emergency measures that shall take effect immediately and remain in effect until rescinded by the governmental authority of the City of Starkville (unless a different effective date and date for continuing effectiveness is stated in such measure(s)), to protect the public health, safety, and welfare of the community from the spread of a contagious or infectious disease and to eliminate or limit injuries or deaths that may occur in the absence of such measures:

Section 1: The City of Starkville hereby adopts the findings and regulations set forth in Executive Orders 1463 as Supplemented, and 1466, signed by Governor Tate Reeves. The City fully adopts the broad intent of those Orders, including requiring all citizens to shelter in place pursuant to the terms of Order 1466. The City further adopts the definitions of "Essential" and "Non-Essential" businesses and operations, as well as the definitions of “Prohibited Activities,” “Essential Activities,” and “Essential Travel,” as defined and incorporated by reference in Executive Order 1466.

Section 2: All essential businesses, agencies and units of government located within the City of Starkville shall take all reasonable measures to ensure that such businesses comply with the CDC and the Mississippi Department of Health recommendations and guidance, and shall implement appropriate safeguards to prevent the spread of infectious disease, including but not limited to: mandating social distancing, sending home sick employees and actively encouraging sick employees to stay home, separating and sending home employees who appear to have respiratory illness symptoms, emphasizing work-from-home policies where possible, mandating respiratory etiquette and proper hand hygiene, maintaining clean and sanitary workplaces, cautioning employees regarding travel, and taking all such additional measures to prohibit and/or reduce the spread of infectious disease, and especially COVID-19. To the extent any business is an "Essential Business or Operation" under Executive Order 1463, such business may remain open to the public to the extent necessary to allow them to operate at such a level necessary to provide essential services and functions.

Section 3: There shall be a general curfew from 10:00 p.m. until 5:00 a.m. except for Essential Travel or Essential Activities as those terms are defined in the Governor’s Executive Order 1466. This curfew shall become effective at 10:00p.m. on April 7, 2020, and run through 5a.m. on April 20, 2020, to align with Executive Order 1466. If the Governor extends the Shelter in Place contained in Executive Order 1466, this curfew shall also extend to be consistent with it. This curfew may also be amended at any time by Motion and Order of the governing authorities of the City of Starkville.

Section 4: The City may issue such other orders as are necessary for the protection of life and liberty.

Section 5: The penalties for violation of this adopted resolution shall be the same as those listed in the ordinance amending Chapter 1, Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which the City of Starkville adopted on or about March 20, 2020.

Alderman Carver moved for adoption of the Resolution, which motion was seconded by Alderman Sistrunk, said Resolution having been introduced in writing at a regularly scheduled meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held on April 7, 2020, which was read, considered, debated and ultimately adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a vote, the Mayor recorded the votes 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:	_Nay_
Alderman Henry Vaughn voted:	_Aye_

____

D. Lynn Spruill
Mayor of the City of Starkville, Mississippi

____

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

1178779_1

25. 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 March 31, 2020 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	$ 384,375.72
Airport Fund	015	15,049.30
Airport – Restricted Fund	016	2,519.78
Sanitation	022	46,651.72
Computer Assessments	107	175.00
Industrial Park Bond	303	3,762.75
Linkage TAP Project	310	50,100.00
Public Improv Bonds – 2018	319	405.00
Trust & Agency	610	21,953.80
Economic Dev, Tourism, Conv	630	90,604.57
Sub Total Before Utilities		$ 615,597.64
Utilities Dept.	SED	1,342,779.27
Total Claims	Total	$ 1,958,376.91

26. MOTION TO RECESS UNTIL APRIL 21, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until April 21, 2020 @ 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 ______________________ 2020.

Attest:

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D. LYNN SPRUILL, MAYOR

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LESA HARDIN, CITY CLERK

(SEAL)