

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
May 5, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on May 5, 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, Aldermen Ben Carver, Hamp Beatty and Henry Vaughn, Sr. as well as City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer. Aldermen Sandra Sistrunk, David Little, Jason Walker, and Roy A'. Perkins attended telephonically or by videoconference.

Mayor Lynn Spruill asked the City Clerk to call roll of the Aldermen. Having confirmed each was present, the Mayor opened the meeting with the Pledge of Allegiance followed by a moment of silence.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill asked that Mayors Business Items C and D be added to the agenda.

Alderman Carver asked to remove Mayors Business Item A "Extension of a Proclamation of Local Emergency" from consent.

Alderman Little asked to add Mayors Business Item C "Advertising for Insurance Quotes" to consent.

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

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

Alderman Carver offered a motion, duly seconded by Alderman Beatty, to approve the May 5, 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, MAY 5, 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 APRIL 17, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE APRIL 27, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

FIRST PUBLIC HEARING ON AMENDING SECTION 14.7.5(A) OF THE UNIFIED DEVELOPMENT CODE TO EXTEND THE GRACE PERIOD FOR NONCONFORMING SIGNS FOR ONE YEAR UNTIL MAY 5, 2022.

PUBLIC HEARING AND CONSIDERATION OF SE 20-03 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A 42-UNIT TOWNHOUSE DEVELOPMENT ON LYNN LANE IN AN TN-N ZONE WITH THE PARCEL NUMBER #102I-00-002.00.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

B. CONSIDERATION OF APPROVING THE RESOLUTION FOR THE FEDERAL GOVERNMENT TO INCLUDE MUNICIPALITIES OF UNDER 500,000 IN THE RELIEF/AID PROVIDED DUE TO THE COVID-19 VIRUS.

C. CONSIDERATION OF ADVERTISING FOR REQUESTS FOR QUOTES FOR PROPERTY, VEHICLE AND EQUIPMENT INSURANCE SERVICES.

D. CONSIDERATION OF A FIFTH 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. BOARD BUSINESS *THERE ARE NO ITEMS FOR THIS AGENDA*

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE 2020 FAA CARES ACT AIRPORT GRANT FOR GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$69,000.
2. CONSIDERATION TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND CIRCLE S AVIATION TO PROVIDE FLIGHT TRAINING AND AIRCRAFT MAINTENANCE FOR THREE YEARS LOCATED IN A PORTION OF THE SOUTH HANGAR ON GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. APPROVAL OF THE LOWEST AND BEST QUOTE, FROM CHEMPRO SERVICES IN THE AMOUNT OF \$19,852.00, TO PERFORM TWO TREATMENTS OF HERBICIDE SPRAYING FOR THE 2020 DITCH SPRAYING PROGRAM.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 28, 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

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRICAL AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JULY 1, 2020 THROUGH DECEMBER 31, 2020 PERIOD.
2. REQUEST AUTHORIZATION FOR A CHANGE ORDER TO CHANCELLOR ELECTRIC TO CONSTRUCT THE SOUTHWEST SUBSTATION CONTROL HOUSE FOR THE SUM OF \$796,074.93 WHICH WILL RESULT IN A TOTAL OVERALL PROJECT SAVINGS OF \$515,438.79.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL MAY 19 , 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 10:

2. CONSIDERATION OF THE MINUTES OF THE APRIL 17, 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 May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the April 17, 2020 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE APRIL 27, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the April 27, 2020 Special Call meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF THE RESOLUTION FOR THE FEDERAL GOVERNMENT TO INCLUDE MUNICIPALITIES OF UNDER 500,000 IN THE RELIEF/AID PROVIDED DUE TO THE COVID-19 VIRUS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval of adopting a Resolution urging the United States Congress to support direct Federal funding to all Municipalities in Mississippi to help fight Covid-19 and protect local citizens from the effects of the novel coronavirus” is enumerated, this consent item is thereby approved.

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF
STARKVILLE, MISSISSIPPI, URGING THE UNITED STATES CONGRESS TO SUPPORT
DIRECT FEDERAL FUNDING TO ALL MUNICIPALITIES IN MISSISSIPPI TO HELP
FIGHT COVID-19 AND PROTECT LOCAL CITIZENS FROM THE EFFECTS OF THE
NOVEL CORONAVIRUS**

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 April 5, 2020, the President of the United States declared the State of Mississippi a “major disaster area,” and on April 1, 2020, the Governor of the State of Mississippi declared a Shelter in Place Order pursuant to Executive Order No. 1466, which was extended on April 17, 2020 via Executive Order No. 1473; and

WHEREAS, on March 27, 2020 the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), which created the Coronavirus Relief Fund; and

WHEREAS, only municipalities of more than 500,000 residents were eligible to receive direct funding from the Coronavirus Relief Fund, which represents only 0.5% of municipalities nationwide and only 14% of the country’s total population; and

WHEREAS, only 36 of 19,000 American cities, towns and villages have populations over 500,000; and

WHEREAS, no Mississippi municipality qualified for direct funding from the Coronavirus Relief Fund, and the CARES Act did not mandate that state governments share their portion of the revenue received from the fund; and

WHEREAS, 96% of all municipalities nationwide report that budget shortfalls are the result of unanticipated revenue declines that will negatively impact the important services municipalities provided to their citizens, including fire and police protection; and

WHEREAS, municipal leaders are best positioned to make emergency management decisions related to allocation of resources because they understand the needs of their citizens; and

WHEREAS, Mississippi’s municipal leaders need the flexibility to use any federal funding that might be provided to not only address unbudgeted expenses, but also losses in revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF STARKVILLE, MISSISSIPPI, AS FOLLOWS:

1. That the United States Congress must act to ensure every municipality impacted by this pandemic – regardless of size – has direct access to federal emergency funding.
2. That the Board of Aldermen of Starkville, Mississippi, hereby respectfully requests that the United States Congress support direct federal funding to all municipalities in Mississippi to help us fight COVID-19 and to alleviate budget shortfall in order to protect local citizens from the effects of the coronavirus.

Following the reading of the foregoing resolution, Alderman Carver made the motion for its adoption and Alderman Beatty seconded the motion. The Mayor put the question to a vote, and the members voted unanimously to adopt the Resolution.

5. CONSIDERATION OF ADVERTISING FOR REQUESTS FOR QUOTES FOR PROPERTY, VEHICLE AND EQUIPMENT INSURANCE SERVICES.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for requests for quotes for property, vehicle and equipment insurance services” is enumerated, this consent item is thereby approved.

6. CONSIDERATION TO ACCEPT THE 2020 FAA CARES ACT AIRPORT GRANT FOR GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$69,000.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the 2020 FAA CARES Act Airport Grant for George M. Bryan Field in the Amount of \$69,000” is enumerated, this consent item is thereby approved.

7. CONSIDERATION TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND CIRCLE S AVIATION, LLC TO PROVIDE FLIGHT TRAINING AND AIRCRAFT MAINTENANCE FOR THREE YEARS LOCATED IN A PORTION OF THE SOUTH HANGAR ON GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval to enter into a Lease Agreement between the City of Starkville and Circle S Aviation, LLC to provide Flight Training and Aircraft Maintenance for three years located in a portion of the South Hangar on George M. Bryan Field” is enumerated, this consent item is thereby approved. (Lease is on following page)

8. CONSIDERATION FOR APPROVAL OF THE LOWEST AND BEST QUOTE, FROM CHEMPRO SERVICES IN THE AMOUNT OF \$19,852.00, TO PERFORM TWO TREATMENTS OF HERBICIDE SPRAYING FOR THE 2020 DITCH SPRAYING PROGRAM.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from ChemPro Services in the amount of \$19,852.00 to perform two treatments of Herbicide spraying for the 2020 Ditch Spraying program and authorize the Mayor to execute a contract with said contractor” is enumerated, this consent item is thereby approved. Two Quotes Received: Chem Pro Services - \$19,852.00 and Helena Agri Enterprises - \$ 30,750.10

9. CONSIDERATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRICAL AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JULY 1, 2020 THROUGH DECEMBER 31, 2020 PERIOD.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Source of Supply bids for the Electrical and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for July 1, 2020 through December 31, 2020 period” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF A CHANGE ORDER WITH CHANCELLOR ELECTRIC TO CONSTRUCT THE SOUTHWEST SUBSTATION CONTROL HOUSE FOR THE SUM OF \$796,074.93 WHICH WILL RESULT IN A TOTAL OVERALL PROJECT SAVINGS OF \$515,438.79.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 5, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a change order with Chancellor Electric to construct the Southwest Substation Control House for the sum of \$796,074.93 which will result in a total overall project savings of \$515,438.79” is enumerated, this consent item is thereby approved. (Change order follows Airport Lease)

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

This Lease Agreement is entered into effective the day and date entered below by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **Circle S Aviation, LLC** "Lessee".

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee, upon all of the covenants and conditions contained herein including access thereto, the following portions of the Leased Premises: the hangar area (containing approximately 10,000 square feet), and the office, classroom, workshop, repair room and testing room consisting of approximately 1,456.51 square feet of the northern portion of the first floor, and the parking area designated on Exhibit A, but excluding the entire second floor, and excluding the southern interior area south of the hangar depicted in blue on Exhibit A. The Lessor reserves the right to have access to the southern portion of the building through the west, east and south existing doors. The northern doors, between the south bay and the hangar, are to be secured at all times on both sides of each door.

2. USE OF PREMISES. Lessee may use the Leased Premises for purposes customarily associated with flight training operations, aircraft maintenance and storing of aircraft and which are not excluded by this Lease. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the

Code of Ordinances of the City of Starkville, Mississippi. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

3. TERM. The term of this lease shall run for thirty-six (36) months, commencing on May 1, 2020, and continuing through April 30, 2023, unless otherwise terminated as provided herein. Lessee may only terminate the Lease without cause during the last ninety (90) days of the 36-month term upon written notice to the Lessor.

4. RENT. The parties hereto agree that the rent for the Leased Premises during the term of the lease shall be \$1,500.00 per month, with the first payment due on the 1st day of April, 2020, and subsequent payments due on the 1st day of each month thereafter for thirty-five (35) months. The \$1,500.00 per month rent shall cover occupancy of the first floor office space and use of the common area and control over the 10,000+/- square foot hangar area with the right to hangar up to five (5) of the Circle S owned aircrafts provided that the area utilized does not exceed fifty percent (50%) of the usable hangar area. Lessee shall then utilize the remaining fifty percent (50%) of the hangar area for rental to outside third parties at a rate of not less than \$125.00 per month and shall remit all proceeds collected for third party rentals on a monthly basis to Lessor as additional rent in addition to the base rent of \$1,500.00 per month. Rent due for the first month shall be pro-rated as necessary. Rent shall be paid to the Starkville Bryan Field Airport, P.O. Box 1424, Starkville, MS 39760. In the event rent is not received within ten (10) business days after due date, Lessee agrees to pay a late charge of 5% of said Rent then due. If Lessee breaches this Lease or vacates the premises prior to expiration of the Lease, Lessor may accelerate the term of this Lease and declare all rents for the remaining term to be immediately due and payable. In addition, if the Lessee should vacate the Leased Premises, for any reason, prior to the expiration of the Lease, Lessee shall be liable to Lessor, in addition to all other damages and remedies arising from Lessee's breach of the lease, for reasonable costs and expenses incurred in attempting to re-rent the Leased Premises.

If the lease term commences mid-month, rent for that month shall be prorated to the first day of the subsequent month.

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

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

All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

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

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

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

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

10. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises office areas without Lessor's prior written consent, such consent not to be unreasonably withheld. Lessee may lease individual hangar spaces at the same rate as the FBO rates for aircraft per month, not to exceed the term of this lease.

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

improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

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

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

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

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

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

15. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be

reasonably required to obtain such funds, subject to Lessee's right to terminate the lease on thirty (30) days prior written notice if Lessee does not agree to such modifications or changes.

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

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

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

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

defined herein, at, on or under the leased premises which occurred during the term of this lease and were caused solely by Lessee's actions or omissions, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this by representatives duly authorized to do so effective the 5th day of May, 2020.

LESSEE

Circle S Aviation, LLC

BY: Ret Lt Lt
ITS: _____

ATTEST:

BY: Retney Linder
ITS: _____

LESSOR

CITY OF STARKVILLE, MS

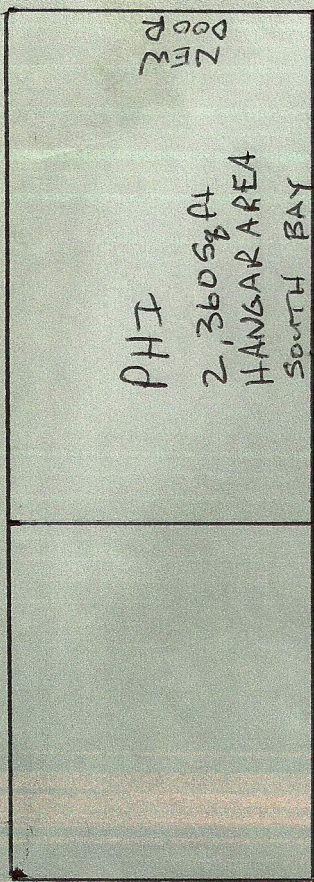
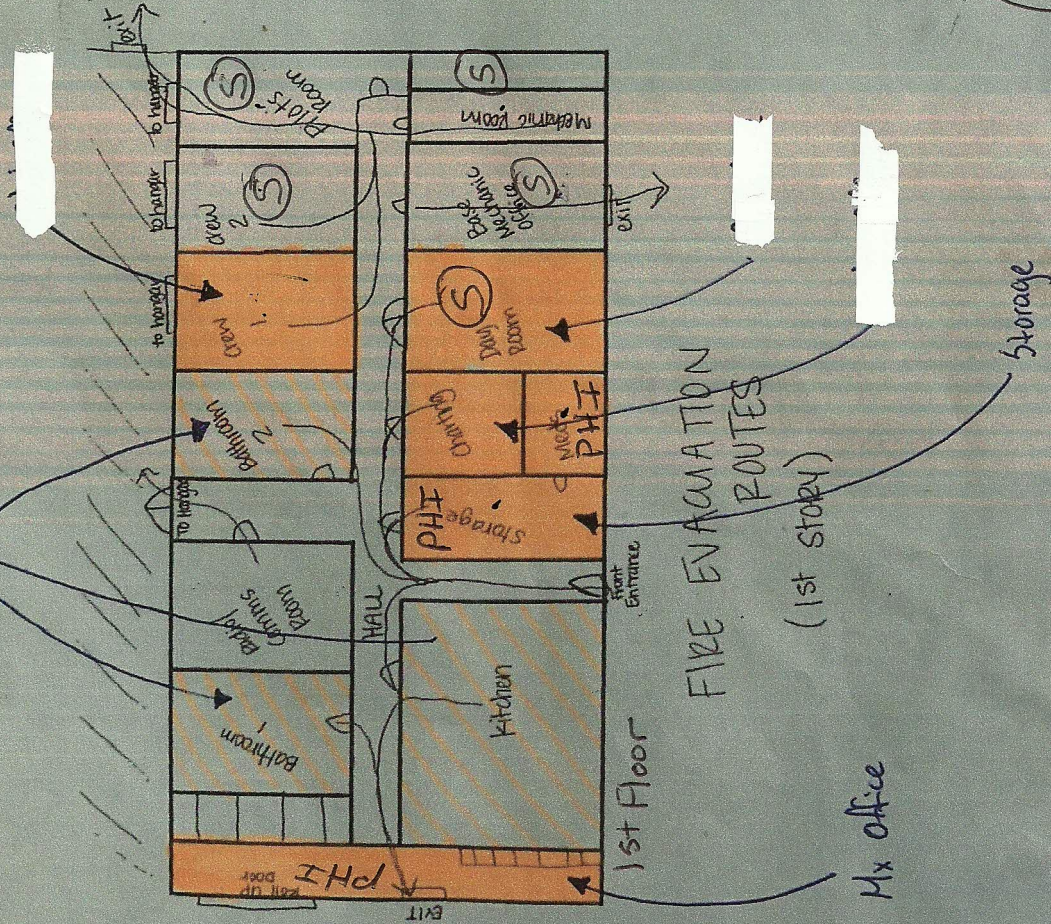
BY: Lynn Spruill
LYNN SPRUILL, Mayor

ATTEST:

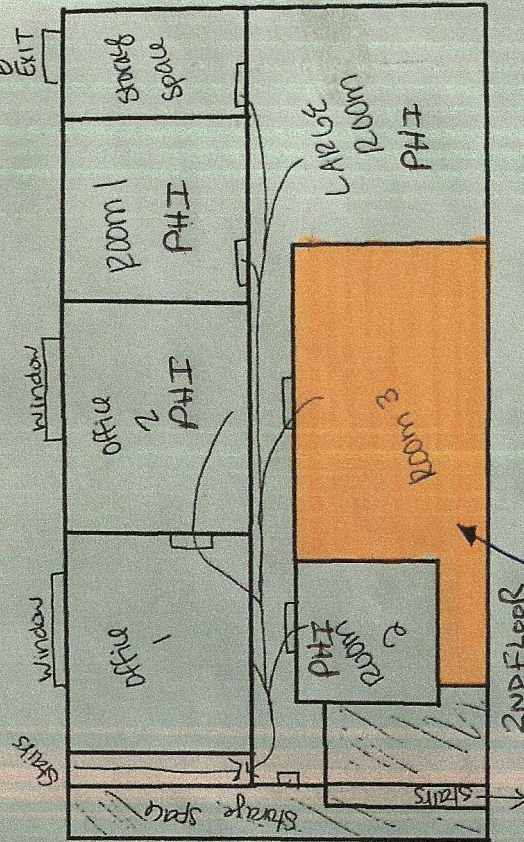
Lesa Hardin
LESA HARDIN, City Clerk



Community Area



HANGAR BELOW



FIRE EVACUATION (2nd story)

(S) = CIRCLES AVIATION

PHI = PHI AREAS

EXHIBIT A

(MAIN HANGAR CIRCLES AVIATION 1/2 MAIN HANGAR FLOOR)



Contract Administration G701 Change Order

(Instructions on the reverse side)

Distribution List:

Owner X
Architect X
Contractor X
Field _____
Other _____

PROJECT (Name and address):
Southwest Starkville 161/69/13 kV Substation
Starkville, Mississippi

CHANGE ORDER NUMBER: 001

DATE: April 20, 2020

TO CONTRACTOR (Name and address):
Chancellor Construction LLC
25 Town Center Square
Hattiesburg, Mississippi 39402

ARCHITECT'S PROJECT NUMBER: 101E3115

CONTRACT DATE: December 17, 2019

CONTRACT FOR: Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Refer to Exhibit "A".

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 6,279,808.91
The net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 6,279,808.91
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 796,074.93
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 7,075,883.84
The Contract Time will be (increased) (decreased) (unchanged) by <u>six</u> (<u>6</u>) days.	
The date of Substantial Completion as of the date of this Change Order therefore is <u>December 22, 2020</u>	

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

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

Atwell & Gent, P.A.
ARCHITECT (Firm name)
309 University Drive
ADDRESS
Starkville, MS 39759

Chancellor Construction LLC
CONTRACTOR (Firm name)
25 Town Center Square
ADDRESS
Hattiesburg, MS 39402

City of Starkville
OWNER (Firm name)
110 West Main Street
ADDRESS
Starkville, MS 39759

BY (Signature)

(Typed name)

DATE

BY (Signature)

(Typed name)

DATE

BY (Signature)

(Typed name)

DATE

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

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

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: None

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed sadness at the news that FlexSteel is closing its Starkville operations. He asked everyone to be aware of the mental illnesses caused by the current situation in the world due to Covid-19.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

FIRST PUBLIC HEARING ON AMENDING SECTION 14.7.5(A) OF THE UNIFIED DEVELOPMENT CODE TO EXTEND THE GRACE PERIOD FOR NONCONFORMING SIGNS FOR ONE YEAR UNTIL MAY 5, 2022.

Mayor Spruill gave a brief overview of the history of the signage change. The extension is being requested to prevent hardship on business at this time. She then opened the Public Hearing and called for public comments.

There being no comments, the Mayor announced the public hearing closed and that a second public hearing will be held June 2, 2020.

PUBLIC HEARING AND CONSIDERATION OF SE 20-03 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A 42-UNIT TOWNHOUSE DEVELOPMENT ON LYNN LANE IN AN TN-N ZONE WITH THE PARCEL NUMBER #102I-00-002.00.

Dr. Kim presented the request. The applicant is seeking a Special Exception to allow for townhomes to be built in a Traditional Neighborhood New (TN-N) zoning district. The proposed development consists of a 42-unit townhome on approximately 5.3 acres. The maximum density for a townhome development is 8 dwelling units per acre. The proposed development has a density of 7.92 dwelling units per acre. All proposed townhome units consist of 3 bedrooms. 158 parking spaces are proposed, which meets the requirement of 1.25 parking spaces per bedroom. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "dwelling, townhouse /row house" in a TN-N zoning district. Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards for that use.

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

Henry Minor of Kimley Horn, on behalf of William, Sean and Dallas Richmond Developers presented the plans for the development and answered any questions. The developers have previously met with local residents to discuss concerns also.

George Berry, Riddle Run, stated he is in favor of the development, but would like them to consider "owner occupation" only units.

Tom Freeman, Maison Deville, thanked Alderman Walker and the developer for meeting with the neighborhood residents and listening to their concerns.

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

11. CONSIDERATION OF SE 20-03; A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A 42-UNIT TOWNHOUSE DEVELOPMENT ON LYNN LANE IN AN TN-N ZONE WITH THE PARCEL NUMBER #102I-00-002.00.

Alderman Carver, duly seconded by Alderman Walker, offered a motion to approve SE 20-03, a request for Special Exception to allow for a 42-unit townhouse development on Lynn Lane in an TN-N zone with the parcel number #102I-00-002.00 with four (4) conditions.

Condition #1 – The development shall be limited to townhome buildings containing 4 contiguous units or less, with an 85' max width and an approximate 4,800 SF footprint.

Condition #2 – A 10' wide Type B buffer along the Riddle Run Property with an 8' tall opaque fence shall be provided. A 20' wide Type C buffer along Pleasant Acres associated with an 8' tall opaque fence shall also be provided.

Condition #3 – Construction of the development will commence with the three buildings in the southeastern portion of the property closest to Riddle Run and the 8' fence will be constructed adjacent to Riddle Run by the completion of the third building.

Condition #4 - Dedicated common areas, other than the Clubhouse area, shall be used solely as passive space.

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.

12. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

Alderman Carver, duly seconded by Alderman Beatty, offered a motion to extend the Proclamation of Existence of a Local Emergency. 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.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

City of Starkville, Oktibbeha County, Mississippi

WHEREAS, The City of Starkville Mayor and Board of Aldermen do hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City of Starkville, caused by Infectious Disease Pandemic COVID-19 commencing on March 17, 2020 and

WHEREAS, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization (WHO) publicly 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, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout the City of Starkville and Oktibbeha County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City of Starkville agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the Oktibbeha County Comprehensive Emergency Management Plan.

DATE: _____

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

13. CONSIDERATION OF A FIFTH 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 Beatty, duly seconded by Alderman Vaughn, offered a motion to approve a Fifth 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.

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.

**FIFTH 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 May 5, 2020, there are at least 8,207 presumptive and confirmed cases in Mississippi that have tested positive for COVID-19, which have resulted in at least 342 deaths, and additional positive tests are anticipated; and

WHEREAS, as of May 5, 2020, there are at least 57 presumptive and confirmed cases in Oktibbeha County that have tested positive for COVID-19, which have resulted in at least four deaths, 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, 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, on April 17, 2020, Governor Reeves issued Executive Order 1473, which, among other things, extended the statewide "Shelter in Place" order through 8:00a.m. on April 27, 2020, amended the definition of Minimum Operations for Non-essential Businesses to allow drive-thru, curbside, and/or delivery of retail services, amended the definition of Prohibited Activities to allow beaches, state parks, state lakes, and reservoirs to re-open with

certain restrictions, and amended the definition of Essential Activities to permit recreational boating, fishing, and use of beaches with certain restrictions; and

WHEREAS, on April 24, 2020, Governor Reeves issued Executive Order 1477 implementing a statewide "Safer at Home" order, expanding the definition of Essential Activities to include operation of a business and performance of job duties, expanding the definition of Essential Travel to include travel to and from work, stating that all businesses and non-profit entities may remain open or reopen subject to limitations, and expanding the definition of Healthcare Activities to include non-emergent elective medical and dental procedures and surgeries, among other things; and

WHEREAS, on May 4, 2020, Governor Reeves issued Executive Order 1478, amending the Safer at Home order to allow in-house dining at restaurants and bars, subject to limitations, and to allow the use of parks and outdoor recreational activities, subject to limitations; and

WHEREAS, nothing in the Governor's Executive Orders limits or alters the City of Starkville from adopting orders, rules, regulations, resolutions, and actions that are more strict than the Governor's Executive Orders provided that they do not impose restrictions that prevent any Essential Business Operations as identified in Executive Order No. 1463 as Supplemented from operating at such level necessary to provide essential services and functions during this COVID-19 State of Emergency; 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 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 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 Order 1478, Section I(a) relating to in-house (indoor or outdoor) dining at restaurants and bars. Those activities shall be allowed starting on May 7, 2020, at 8:00a.m., subject to the restrictions and limitations contained in Executive Order 1478.

Section 2: The City of Starkville's parks shall remain closed until further action of the Board of Aldermen.

Section 3: All businesses, agencies and units of government located within the City of Starkville shall continue to 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.

Section 4: Retail businesses open to the public shall continue to require their employees and customers over the age of 6 years old to wear face coverings through 8:00 a.m. on May 11, 2020, to align with the timeframe of the Governor's Safer at Home Executive Order 1477. Employees and customers shall properly wear face coverings insuring coverage over the mouth and nose. Management must provide adequate supervision, including door monitors, to ensure that employees and customers entering the store comply with face coverings, and to prohibit entrance to those not wearing face coverings. Customers dining in-house at restaurants and bars are excluded from being required to wear face coverings but shall adhere to all of the restrictions and limitations contained in Executive Order 1478 Section I(a). Employees at restaurants and bars shall wear face coverings consistent with Executive Order 1478 Section I(a)(vi).

Section 5: A general curfew remains in effect in the City limits of Starkville 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 1477. This curfew runs through 5a.m. on May 11, 2020, to align with the timeframe of the Governor's Executive Order 1477. If the Governor extends the timeframe of Executive Order 1477, 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 6: The City may issue such other orders as are necessary for the protection of life and liberty.

Section 7: 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 Beatty moved for adoption of the Resolution, which motion was seconded by Alderman Vaughn, said Resolution having been introduced in writing at a specially called meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held on May 5, 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:	<u>Nay</u>
Alderman Sandra Sistrunk voted:	<u>Yea</u>
Alderman David Little voted:	<u>Nay</u>
Alderman Jason Walker voted:	<u>Yea</u>
Alderman Hamp Beatty voted:	<u>Yea</u>
Alderman Roy A.' Perkins voted:	<u>Yea</u>
Alderman Henry Vaughn voted:	<u>Yea</u>


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


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



14. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of April 28, 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	\$ 153,735.10
Restricted Fire Fund	003	8,101.71
Airport Fund	015	2,123.07
Sanitation	022	52,281.05
Computer Assessments	107	3,168.79
Industrial Park Bond	303	11,638.56
Public Improv Bonds – 2018	319	7,135.00
Park and Rec, Tourism	375	366,959.00
Trust & Agency	610	21,677.17
Economic Dev, Tourism, Conv	630	82,462.46
Sub Total Before Utilities		\$ 709,281.91
Utilities Dept.	SED	517,264.23
Total Claims	Total	\$1,226,546.14

15. MOTION TO RECESS UNTIL MAY 19, 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 May 19, 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:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)