

The Mayor and Board of Aldermen of the City of Hernando met in regular session at City Hall on Tuesday, April 21, 2020 at 6:00 P.M. with Mayor Tom Ferguson presiding. Aldermen present were: Alderman Harris, Alderman Bryant (via phone), Alderman Miller, Alderman Higdon, Alderman McLendon, Alderwoman Brooks, and Alderman Hobbs. Also present for the meeting were: Deputy City Clerk Octavia Glasper, City Attorney Kenneth Stockton, Assistant Police Chief Shane Ellis, Community and Economic Development Director Gia Matheny, Planning Director Keith Briley, City Engineer Joe Frank Lauderdale, Animal Control Director Susan Huff, Doug Thronton, Kim Derryberry, and Mitch Lemon.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance

INVOCATION

Alderman Higdon gave the invocation.

AGENDA

Agenda
City of Hernando
Mayor and Board of Alderman
Regular Meeting

April 21, 2020

6:00pm

- 1) Call the meeting to order
- 2) Pledge of Allegiance
- 3) Invocation
- 4) Approve Agenda
- 5) Approve Docket of Claims No.'s 36102 - 36324
- 6) Approve Minutes
- 7) Consent Agenda
 - A) Authorize to accept a donation from Larry Thomas Cunningham in the amount of \$500.00 for veterinarian expenses

- B) Authorize to accept a donation from Diane Biggs Dull in the amount of \$150.00 for veterinarian expenses
 - C) Authorize a step increase for Police Officer Joshua Parrott from a P2 to a P3
 - D) Authorize the City of Hernando Police Department to apply for a Bureau of Justice Assistant Grant 50/50 (body camera's)
 - E) Authorize the City of Hernando to apply for the 2021 DUI grant
- 8) Subdivision Development Agreement for Crossroads Subdivision Phase 2 between the City of Hernando and Mr. Cal Wilkins, Crossroads Desota, LLC and to authorize the Mayor to execute the agreement
- 9) Adoption of an Ordinance for the Purpose of Amending Chapter 16 Environment, Article III. Noise, of the City of Hernando Code Ordinance
- 10) Discussion / Adoption of bid for the Animal Shelter Building
- 11) Authorize to amend City of Hernando User Charge Ordinance to add a Utility Application fee of \$20.00
- 12) Authorize Mayor Ferguson to sign an Storm Water Control agreement with National Resource Conservation Service (NRCS) fye 2020
- 13) Authorize Mayor Ferguson to sign an Storm Water Control agreement with National Resource Conservation Service (NRCS) fye 2021
- 14) Adjourn

Alderman Miller requested that we add an item 14 to "Freeze hiring for 45 days during this season as well as promotions due to anticipated deduction in revenue"

Motion was duly made by Alderman Higdon and seconded by Alderman Miller to approve the agenda as presented, after adding an item 14 "Freeze hiring for 45 days during this season as well as promotions due to anticipated deduction in revenue". A vote was taken with the following results:

Those voting "Aye": Alderman Harris, Alderman Bryant, Alderman Miller, Alderman Higdon, Alderman McLendon, Alderwoman Brooks, and Alderman Hobbs.

Those voting "Nay": None.

ORDERED AND DONE this the 21st day of April, 2020.

APPROVE DOCKET OF CLAIMS NO.'S 36102 - 36324

The Board of Aldermen were presented with a docket of claims No. 36102 – 36324 in the amount of \$412,509.29 for approval.

Motion was duly made by Alderman Miller and seconded by Alderman Harris to approve the docket of claims for payment as presented. A vote was taken with the following results:

Those voting “Aye”: Alderman Bryant, Alderman Miller, Alderman Higdon, Alderman McLendon, Alderwoman Brooks, Alderman Hobbs, and Alderman Harris.

Those voting “Nay”: None.

ORDERED AND DONE this the 21st day of April, 2020.

APPROVE THE MINUTES FROM THE REGULAR MAYOR AND BOARD OF ALDERMEN MEETING ON APRIL 7, 2020

Motion was duly made by Alderman Harris and seconded by Alderman Higdon to approve the minutes from the regular Mayor and Board of Aldermen Meeting on April 7, 2020.

A vote was taken with the following results:

Those voting “Aye”: Alderman Miller, Alderman Higdon, Alderman McLendon, Alderwoman Brooks, Alderman Hobbs, Alderman Harris, and Alderman Bryant.

Those voting “Nay”: None.

ORDERED AND DONE this the 21st day of April, 2020.

CONSENT AGENDA

- A) Authorize to accept a donation from Larry Thomas Cunningham in the amount of \$500.00 for veterinarian expenses
- B) Authorize to accept a donation from Diane Biggs Dull in the amount of \$150.00 for veterinarian expenses
- C) Authorize a step increase for Police Officer Joshua Parrott from a P2 to a P3
- D) Authorize the City of Hernando Police Department to apply for a Bureau of Justice Assistant Grant 50/50 (body camera’s)
- E) Authorize the City of Hernando to apply for the 2021 DUI grant

Motion was duly made by Alderwoman Brooks and seconded by Alderman Hobbs to approve the consent agenda as presented. A vote was taken with the following results:

Those voting “Aye”: Alderman Harris, Alderman Bryant, Alderman Miller, Alderman Higdon, Alderman McLendon, Alderwoman Brooks, and Alderman Hobbs.

Those voting “Nay”: None.

ORDERED AND DONE this the 21st day of April, 2020.

**SUBDIVISION DEVELOPMENT AGREEMENT FOR CROSSROADS PHASE 1
BETWEEN THE CITY OF HERNANDO AND MR. CAL WILKINS, CROSSROADS
DESOTA, LLC AND TO AUTHORIZE MAYOR TO EXECUTE THE AGREEMENT**

Planning Director Keith Briley presented the information.



**City of
Hernando**
MISSISSIPPI

**BOARD OF ALDERMEN
STAFF REPORT**

| | | |
|--------------|---|--------------|
| Project No.: | PL-1424 | Item No. ___ |
| Request: | Subdivision Development Agreement Approval for Crossroads Subdivision Phase 2 | |
| Location: | East of Highway 51, South of I-269, and West of I-55 | |
| Applicant: | Mr. Bob Ginn with Land Development Resources, LLC | |
| Date: | April 21, 2020 | |

INTRODUCTION:

The current request is for approval of a Subdivision Development Agreement between the City of Hernando and Mr. Cal Wilkins (Crossroads Desota, LLC) and to authorize the Mayor to execute the agreement. Crossroads Subdivision Phase 2 received final plat approval by the Planning Commission on December 10, 2019, and by Board of Aldermen on December 17, 2019.

DISCUSSION:

The agreement before you is the City's standard Subdivision Development Agreement. It covers the Developer's responsibilities and obligations. Included in the agreement is the Bond Amounts as have been determined by the City Engineer.

STAFF COMMENTS:

1. The Development Agreement contains language that requires the Developer to reimburse the City for any engineering cost for review of the plans and inspections of the installation of the infrastructure. This will include any reimbursement for third-party inspection when required.
2. Mr. Cal Wilkins is the developer of the subdivision under Crossroads Desota, LLC.

STAFF RECOMMENDATION:

Staff recommends approval.

PROPOSED MOTION:

I move to approve the Subdivision Development Agreement for Crossroads Subdivision Phase 2 between the City of Hernando and Mr. Cal Wilkins, Crossroads Desota, LLC and to authorize the Mayor to execute the agreement.

**SUBDIVISION DEVELOPMENT AGREEMENT**

THIS AGREEMENT MADE AND ENTERED INTO THIS THE 21ST DAY OF APRIL 2020, BY AND BETWEEN CROSSROADS DESOTA, LLC, HEREAFTER REFERRED TO AS THE "DEVELOPER" AND THE CITY OF HERNANDO, DESOTO COUNTY, MISSISSIPPI, HEREAFTER REFERRED TO AS THE "CITY."

WITNESSETH:

WHEREAS: The Developer is the owner of the subdivision known as Crossroads Subdivision Phase 2; and

WHEREAS: The Developer desires to open up and improve said Subdivision; and

WHEREAS: The Developer is already in default of his responsibilities to the City and the City is desirous of the completion such responsibilities by the Developer; and

WHEREAS: It is expressly agreed and understood that the estimated cost of construction for the improvements required by said Subdivision shall be the sum of \$ 90,000.00.

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties herein contained, it is agreed as follows:

1. That the Developer does hereby hold, bind, and obligate itself and its successors, assign, executors, administrators, heirs, and devisees to the City of Hernando, a Mississippi Municipal Corporation in the County of DeSoto, a Performance Surety in the sum of \$90,000.00, and has secured its compliance with this obligation by the deposit with the City Clerk of said City of said sum in the form of a Letter of Credit / Bond / Cash Deposit which shall be irrevocable and shall be automatically renewable.

2. That the Developer does hereby hold, bind, and obligate itself and its successors, assign, executors, administrators, heirs, and devisees to the City of Hernando, a Mississippi Municipal Corporation in the County of DeSoto, a Maintenance Surety in the sum of \$ 0.00 for the repair of existing city streets used for construction access for this subdivision.
3. That the Developer agrees to submit two (2) copies of a plat of said Subdivision, suitable for recording, to the City's Department of Planning and Building for recording in the Chancery Clerk's Office of DeSoto County, Mississippi, within thirty (30) days from the date of this agreement.
4. That the Developer agrees to submit plans and specifications for all improvements to the City; obtain approval for the water and sewer improvements from the proper agency; and submit an "As-Built" plan upon completion of the project before any final inspection or certificate of occupancy shall be issued for any building constructed upon the lots within said Subdivision.
5. That the Developer herein does obligate itself and does agree to complete the construction and installation of the improvements proposed as part of the Crossroads Subdivision in accordance with said plans and specifications now on file with the City Engineer's Office, and which referred to and made part of this instrument as if fully copied and set forth herein.
6. That the Developer does hereby agree that all work performed under this agreement shall be performed in accordance with the plans, grades, and specifications approved by the City Engineer and made a part of thereof, and according to the standards and specifications of the City, for all such work subject to the approval of the City Engineer.
7. That the Developer agrees that all grading and drainage made necessary by the development of said Subdivision shall be constructed by the Developer in accordance with City regulations and the aforesaid approved plans and specifications.
8. That the Developer agrees to construct and maintain all drainage pipe, erosion control material, sewer mains and service, water mains, fire hydrants, and service, curb and gutter for all streets and gravel or soil cement base for the streets and a total of three (3") of blacktop surface, and any and all other improvements in said Subdivision in accordance with the City regulations and the aforesaid approved plans and specifications, or as otherwise designed by the City Engineer. The improvements described herein shall be considered Public Improvements and the cost thereof shall be as described here:

| | |
|--------------------------------|--------------------------------------|
| Roadway System: | \$ <u>77,800.00</u> |
| Water Service System: | \$ <u>0.00</u> (Nesbit Water System) |
| Sanitary Sewer Service System: | \$ <u>5,000.00</u> |
| Stormwater Drainage System: | \$ <u>7,200.00</u> |

9. That the Developer accepts the responsibility for ensuring the construction of sidewalks on both sides of all streets with the said Subdivision and along the right-of-way of all existing streets adjoining said Subdivision, including appropriate handicap ramps at all street intersections.
10. That the Developer accepts the responsibility for determining the location of the property lines and all right-of-way and utility easements within and adjoining the subject Subdivision before commencing work.
11. That the Developer agrees that it will not perform, permit, or direct others to perform grading, excavation, or any other construction or related activities upon any right-of-way or utility easement, on or off the property, or upon any public street easement, or right-of-way of the City without first obtaining a permit to do so from the City Engineer's Office.
12. That the Developer agrees that it will not damage, destroy, alter, rearrange, and/or relocate any such street, right-of-way utility easement, utility line, and/or related equipment on or off the property, during construction of said Subdivision or the construction of any building upon the lots of said Subdivision.
13. That the Developer agrees that it shall be liable to the City for any violation by the Developer, anyone acting on behalf of the Developer, any contractor, subcontractor, supplier laborer or others of the terms and/or provisions of this agreement.
14. That the Developer agrees to maintain proper barricades, fences, guards, and flagmen to ensure the safety of all persons. All construction materials shall be kept off existing streets and City rights-of-way at all times. If mud, silt, gravel, or debris is blown or carried into existing street, the Developer agrees to take immediate steps to remove such materials. In the event that the City deems it necessary to clean or have cleaned the adjacent or nearby streets or rights-of-way due, in the sole opinion the City, to the inaction or insufficient action of the Developer, the Developer agrees to reimburse the City for all expenses incurred.
15. That the Developer acknowledges and agrees to pay, on demand by the City, all costs of repair, replacement, relocation, regarding, or any other corrective measures necessitated by violations or noncompliance with the preceding paragraphs,

including, but not limited to labor expense, equipment expense, parts, and supplies, supervision, and engineering.

16. That the Developer agrees that if it becomes necessary for the City to engage the services of the City Attorney, or other attorneys as a result of any violation or noncompliance with the provisions of the agreement, the Developer agrees to pay all reasonable attorney fees and expenses incurred by the City.
17. That the Developer agrees to hold the City, its attorneys, representatives, and employees harmless against all claims which may arise out of or result from the Developer's performance of this agreement, whether such performance is by the Developer, any subcontractor, general contractor or anyone directly or indirectly employed by any of them. This includes, but is not limited to property damage, personal injuries, and downstream deposits of sediment of debris from drainage.
18. That the Developer does recognize that this obligation is conditioned upon the performance the Developer of its undertaking herein and its completion of the construction and installation of all improvements herein called for, the same improvements to be completed within 11 months following the date of this agreement, and that upon the completion thereof, and subject to the approval of the City Engineer for the City of Hernando, this obligation to be null and void and said security returned , otherwise this agreement to remain in full force and effect.
19. That the Developer agrees that if it fails to complete the construction and installation of all the improvements of said Subdivision as shown and provided for by said plans and specifications herein referred to prior to the completion date herein above specified, and subject to the approval by the City Engineer for the City of Hernando, then the aforesaid security for the payment of such sum shall be and become the sole property of the City as liquidated damages; and, that it is expressly agreed and understood that until such time as the required improvements are satisfactorily or certificated of occupancy shall be issued for any building constructed upon the lots within said Subdivision.
20. That the Developer agrees that for any violation of the terms and provisions of this agreement the City shall have the right to deny any permits or approvals to the Developer on this or any other project.
21. That the Developer does recognize and expressly understands that the duties and responsibilities of this agreement may not be assigned.
22. That both the City and the Developer mutually agree that no action or inaction by the City shall not constitute a waiver of the City's rights to enforce the terms and

provisions of this guarantee and/or any previous agreement between the parties of this or any project.

23. That the City agrees to accept the Subdivision upon the completion of all terms herein above set forth and release the performance guarantee upon the acceptance of said Subdivision. Satisfactory completion of all improvements within said subdivision to be certified by a licensed civil engineer and approved by the City Engineer for the City of Hernando.

24. That the Developer agrees to reimburse the City's actual and reasonable costs incurred for the City Engineer's review and approval of the preliminary design drawings and final construction plans/documents for all public improvements referred to in this Contract and the City Engineer's field review during construction. The Developer shall pay/reimburse the City such costs at the same rate and frequency as the City Engineer invoices the City.

IN WITNESS WHEREOF, the Developer and the City have hereunto set their hands this 21ST day of APRIL, 2020.

DEVELOPER:

By: _____

Date: _____

Cal Wilkins (Crossroads Desota, LLC)

Title: _____

CITY OF HERNANDO, MISSISSIPPI

BY: _____

Mayor

Date

ATTEST: _____

City Clerk

Alderman McLendon asked how much.

Keith Briley answered \$90,000.

Alderman McLendon asked what did that include.

Keith Briley answered the road systems, sanitary sewer and storm drains. The water is with Nesbit.

Motion was duly made by Alderman Harris and seconded by Alderman McLendon to approve the Subdivision Development Agreement for Crossroads Subdivision Phase 2 between the City of Hernando and Mr. Cal Wilkins, Crossroads Desota, LLC and to authorize the Mayor to execute the agreement. A vote was taken with the following results:

Those voting "Aye": Alderman Bryant, Alderman Miller, Alderman Higdon, Alderman McLendon, Alderwoman Brooks, Alderman Hobbs, and Alderman Harris.

Those voting "Nay": None.

ORDERED AND DONE this the 21st day of April, 2020.

**ADOPTION OF AN ORDINANCE FOR THE PURPOSE OF AMENDING CHAPTER 16
ENVIRONMENT, ARTICLE III. NOISE, OF THE CITY OF HERNANDO CODE
ORDINANCE**

Planning Director Keith Briley presented the information.

**ORDINANCE OF THE CITY OF HERNANDO FOR THE PURPOSE OF
AMENDING THE CHAPTER 16 ENVIRONMENT ARTICLE III NOISE OF THE CITY
OF HERNANDO CODE ORDINANCE**

WHEREAS, the Mayor and Board of Aldermen of the City of Hernando, Mississippi, are empowered, pursuant to Chapter 1 of Title 17 of the Mississippi Code of 1972, as amended, to establish, enforce, amend, supplement, or change zoning regulations; and

WHEREAS, pursuant to § 21-19-1 et seq., of the Mississippi Code of 1972, as amended, the Mayor and Board of Aldermen have the power to make regulations to secure the general health of the City; to preserve good order and peace of the City; and to adopt codes dealing with general public health, safety, and welfare; and

WHEREAS, pursuant to § Section 21-17-5, of the Mississippi Code of 1972, as amended, the Mayor and Board of Aldermen have the authority to adopt any orders, resolutions, or ordinances with respect to the municipal affairs of the City, which are not inconsistent with the Mississippi Constitution of 1890 or any other statute or law of the State; and

WHEREAS, the Mayor and Board of Aldermen have found and determined that the following regulations as set forth in this Ordinance are in the best interest of the citizens of the City.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Hernando, Mississippi, as follows:

That Article III of Chapter 16 Environment, of the City of Hernando Code of Ordinance shall be amended in its entirety to read as follows.

CHAPTER 16 ENVIRONMENT

ARTICLE III. NOISE

Sec. 16-77. General Prohibition.

Unreasonably loud noises shall not be made, caused to be made, or continue to be made in the residential districts of the city; such noises are those which either injure or endanger the comfort, repose, health or safety of others, or to make, continue, or cause to be made or continued, whether in the operations of any machinery or the exercise of any trade or calling or otherwise any noise which either injures or endangers the comfort, repose, health or safety of others, unless the making and continuing of the same be necessary for the protection or preservation of property or of the health and safety of life and limb of some person.

Sec. 16-78. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

- (1) Construction Activities shall mean any and all activities incidental to the construction, erection, demolition, assembling, altering, installing, or equipping of buildings, structures, roads, or appurtenances thereto, including but not limited to land clearing, grading, excavating, and filling.
- (2) Construction Equipment shall mean any equipment or device used in construction activities, such as, but not limited to, dump trucks, pile drivers, power shovels, derricks, hoist tractors, loaders, rollers, concrete hauling motor vehicles, pavement breakers, bulldozers, crawler-tractors, rotary drills and augers, cranes, ditchers, trenchers, scrapers, wagons, pumps, compressors, pneumatic power equipment, or other mechanical apparatus operated by fuel or electric power in the construction, repair or demolition of any building, structure, land, street, alley, waterways, or appurtenances thereto.

Sec. 16-79. Specific Unlawful Noises.

- (1) The use of or operation of construction equipment between the hours of 7:00 p.m. and 7:00 a.m. of any power saw, planer, or other powered tool or appliance or saw or hammer, or other tool, so as to disturb quiet, comfort, or repose of persons in any dwelling, hotel, motel, apartment, or other type of residence, or of any person in the vicinity.
- (2) Construction activities or construction equipment operation shall be limited to the hours of 7:00 a.m. until 7:00 p.m. Monday through Saturday and 9:00 a.m. to 6:00 p.m. on Sunday; provided however that all engines operated must have suitable exhaust and intake sound mufflers.
- (3) Noise sources due to the erection (including excavation), demolition, alteration, or repair of any building or structure shall be limited to the hours of 7:00 a.m. and 7:00 p.m., on Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday, and between 9:00 a.m. and 6:00 p.m. on Sunday; provided, however, that the operation of an internal combustion engine shall not be exempt pursuant to this subsection if such engine is not equipped with suitable exhaust and intake silencers which are in good working order. The Planning Director may permit work to be done during the hours prohibited by this subsection in the case of urgent necessity and in the interest of public health and welfare for a period not to exceed three (3) days.

Sec. 16-80. Enforcement.

The enforcement of the provisions of this article shall be primarily the responsibility of the Hernando Police Department with secondary responsibility vested with the Office of Planning.

Sec. 16-81. Violations and Penalties.

It shall be a misdemeanor for any person, firm, or corporation to conduct, participate in, or permit any activity in violation of the provisions of this article. Any person convicted of violating the provisions of this article shall be punished by a fine of not more than \$1,000.00 and/or 90 days in jail. Each day such violation is committed or permitted to continue shall constitute a separate offense.

Secs. 16-82--16-98. Reserved.

| VOTE: | <u>YEA</u> | <u>NAY</u> |
|--------------------|------------|------------|
| ALDERMAN HARRIS | X | _____ |
| ALDERMAN BRYANT | X | _____ |
| ALDERMAN MILLER | X | _____ |
| ALDERMAN HIGDON | X | _____ |
| ALDERMAN MCCLENDON | _____ | X |

ALDERMAN BROOKS
ALDERMAN HOBBS

| | |
|--------------|---------------|
| <u> X </u> | <u> </u> |
| <u> X </u> | <u> </u> |

APPROVED:

TOM FERGUSON, MAYOR

ATTEST:

Katie Harbin, City Clerk

(SEAL)

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Keith Briley stated that this would be setting a time limit for construction activity from 7am to 7pm Monday through Saturday and 9am to 6pm on Sunday. It would be enforced by the Police Department. There are violation penalties.

Alderman McLendon asked is logging included.

Mayor stated I would think that would be agriculture and would be exempt.

Kenny Stockton stated I don't think we can do that.

Doug Thornton asked if that was just construction of any kind or any noise construction during those hours. So we can know for the contractors.

Mayor stated it relates to power tools.

Alderman Hobbs stated it doesn't cover painters does it.

Mayor Ferguson stated no, it's just for noise.

Alderman McLendon stated we have dumpsters being picked up at 6am.

Alderwoman Brooks asked if anyone is complaining.

Alderman McLendon stated I haven't complained yet.

Alderman Miller stated that it states use or operation of construction equipment. Garbage isn't considered constructions so it won't apply.

Alderman McLendon stated that's not what the title says. Does it apply for barking dogs.

Alderman Miller stated its for constructions.

Alderman McLendon stated we need to put "construction" in there.

Alderman Miller stated it is.

Keith Briley stated this amendment is for construction activity noises.

Motion was duly made by Alderman Hobbs and seconded by Alderman Miller to approve the Ordinance for the Purpose of Amending Chapter 16 Environment, Article III. Noise, of the City of Hernando Code Ordinance, and waive the reading. A vote was taken with the following results:

Those voting "Aye": Alderman Harris, Alderman Bryant, Alderman Miller, Alderman Higdon, Alderman McLendon, Alderwoman Brooks, and Alderman Hobbs.

Those voting "Nay": Alderman McLendon.

ORDERED AND DONE this the 21st day of April, 2020.

DISCUSSION / ADOPTION OF BID FOR THE ANIMAL SHELTER BUILDING

Doug Thornton, AERC, presented the information on the bids. We had the buildings broken down by pods. My opinion is the bids came in high, and I recommend to reject the bids and rebid this.

Alderman miller stated so your professional opinion is for us to reject all bid and rebid in 45 days.

Dough Thornton stated he will make some changes to the plans, to try to get it cheaper. Mr. Thornton stated he won't charge for that.

Alderman McLendon asked how long was the hiring freeze.

Mayor Ferguson stated 45 days.

Alderman McLendon stated should we not change this then, push it out.

Alderman Miller stated with advertising and all it will be longer than 45 days.

Alderman Harris stated my concern is, we had \$275,000 and Joe Frank's cost came back at \$80,000 to \$90,000. How will we pay for it?

Alderman Miller stated you have to understand that this money was set aside years ago, and it was pushed back. It is something we have to get done. I understand that we don't have the money now. We will have to do a loan.

Alderman Hobbs asked what is the typical profit margin.

Doug Thornton answered most are doing 5% to 8% or 5% to 6% at most 15%.

Motion was duly made by Alderman Harris and seconded by Alderman Higdon to follow the recommendation of Doug Thornton and authorize to reject all bids. vote was taken with the following results:

Those voting "Aye": Alderman Higdon, Alderman McLendon, Alderwoman Brooks, Alderman Hobbs, Alderman Harris, Alderman Bryant, and Alderman Miller.

Those voting "Nay": None.

ORDERED AND DONE this the 21st day of April, 2020.

**AUTHORIZE TO AMEND CITY OF HERNANDO USER CHARGE ORDINANCE TO
ADD A UTILITY APPLICATION FEE OF \$20.00**

Mayor Ferguson went over this information. Kenny Stockton advised that we can not charge an application fee, but might could change the deposit amount if someone signs up for auto draft for their utility payment. We were looking into this to try to get more people to sign up for auto draft for their payments. We are trying to automate it more, where it won't take a human to set up an account.

Alderman Miller stated why don't you increase the deposit for those that don't set up auto draft.

Kenny Stockton stated I think it takes away from the incentive part.

Motion was duly made by Alderman Miller and seconded by Alderwoman Brooks to table this item and the Mayor bring it back to the next meeting in an ordinance. A vote was taken with the following results:

Those voting "Aye": Alderman McLendon, Alderwoman Brooks, Alderman Hobbs, Alderman Harris, Alderman Bryant, Alderman Miller, and Alderman Higdon.

Those voting "Nay": None.

ORDERED AND DONE this the 21st day of April, 2020.

**AUTHORIZE MAYOR FERGUSON TO SIGN A STORM WATER CONTROL
AGREEMENT WITH NATIONAL RESOURCE CONSERVATION SERVICE (NRCS)
FYE 2020**

Joe Frank Lauderdale went over the information.

Mayor Ferguson stated this is 75% Federal money and 25% is our matching money. We'll have to have funding for the one in 2021.

Joe Frank Lauderdale stated these are two separate events, that's why it is two different applications.

Alderman Higdon asked how much is our part.

Mayor Ferguson stated this one is \$114,000. We budgeted \$80,000 so we will have to find the difference somewhere. This one will be done this year.

Motion was duly made by Alderman Higdon and seconded by Alderwoman Brooks to authorize Mayor Ferguson to sign a Storm Water Control Agreement with National Resource Conservation Service (NRCS) fye 2020. A vote was taken with the following results:

Those voting "Aye": Alderwoman Brooks, Alderman Hobbs, Alderman Harris, Alderman Bryant, Alderman Miller, Alderman Higdon and Alderman McLendon.

Those voting "Nay": None.

ORDERED AND DONE this the 21st day of April, 2020.

**AUTHORIZE MAYOR FERGUSON TO SIGN A STORM WATER CONTROL
AGREEMENT WITH NATIONAL RESOURCE CONSERVATION SERVICE (NRCS)
FYE 2021**

Motion was duly made by Alderwoman Brooks and seconded by Alderman Hobbs to authorize Mayor Ferguson to sign a Storm Water Control Agreement with National Resource Conservation Service (NRCS) fye 2021. A vote was taken with the following results:

Those voting "Aye": Alderman Hobbs, Alderman Harris, Alderman Bryant, Alderman Miller, Alderman Higdon, Alderman McLendon, and Alderwoman Brooks.

Those voting "Nay": None.

ORDERED AND DONE this the 21st day of April, 2020.

AUTHORIZE TO FREEZE HIRING AND PROMOTIONS FOR 45 DAYS

Alderman Miller stated he thinks this is prudent on us as city officials. All personnel is important to the City, we want to make sure we can keep them employed. We want to keep what we have. We can look at this in 45 days. Also, I think the Board should be notified of positions before they are advertised to the public.

Alderman McLendon is furloughing employees.

Mayor Ferguson stated Collierville is too.

Motion was duly made by Alderman Miller and seconded by Alderman McLendon to authorize a Freeze for hiring and promotions for 45 days. A vote was taken with the following results:

Those voting "Aye": Alderman Harris, Alderman Bryant, Alderman Miller, Alderman Higdon, Alderman McLendon, Alderwoman Brooks, and Alderman Hobbs.

Those voting "Nay": None.

ORDERED AND DONE this the 21st day of April, 2020.

ADJOURN

There being no further business at this time a motion was duly made by Alderman Bryant, seconded by Alderman Harris to adjourn.

Motion passed with a unanimous vote of "Aye".

MAYOR TOM FERGUSON

ATTEST:

KATIE HARBIN, CITY CLERK