

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
March 20, 2018**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on March 20, 2018 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin. Alderman David Little was absent.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

City planning staff recommended that item XI. e. be removed from the agenda in that the application is incomplete:

- e. Consideration of a Special Event Request of the 2018 Golden Triangle Walk to End Alzheimer's with in-kind services to be held on October 13, 2018 with conditions.

Alderman Perkins requested items IX. B, XI. 2. a, b, c and d be removed from consent.

Alderman Perkins also requested Personnel be added to Executive Session.

Alderman Vaughn requested the Minutes of March 2 and March 6 be removed from consent.

Alderman Sistrunk requested item XI. I. 2. be added to consent upon confirming all requirements have been met.

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

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

Alderman Miller offered a motion, duly seconded by Alderman Carver, to approve the March 20, 2018 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: Absent
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, MARCH 20, 2018
5:30 P.M., COURT ROOM, CITY HALL**

110 WEST MAIN STREET

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 FEBRUARY 20, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 2, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 6, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

Recognition of Starkville High 6A Girls Basketball State Champions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. EMERSON FAMILY RESOURCE CENTER AND NATIONAL CHILD ABUSE PREVENTION AND AWARENESS MONTH – BARBARA CULBERSON

CONSIDERATION OF APPROVAL OF BANNER PLACEMENT

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVAL OF LANDSCAPE SERVICES WITH SGK LANDSCAPES, INC. FOR CITY MEDIANS AND SELECT RIGHTS OF WAY FOR A ONE (1) YEAR CONTRACT.

B. CONSIDERATION OF JOINING WITH OTHER ENTITIES IN THE OPIOID LITIGATION.

C. CONSIDERATION OF ACCEPTING THE LOW QUOTE FOR HIGHWAY 12 PHASE 1 LANDSCAPING PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT.

D. CONSIDERATION OF ACCEPTING THE 2018 KEEP AMERICA BEAUTIFUL / DR PEPPER SNAPPLE PUBLIC SPACE RECYCLING GRANT FOR 30 RECYCLING BINS WITH NO COST

TO THE CITY.

X. BOARD BUSINESS

A. CONSIDERATION OF A RESOLUTION REGARDING ACCEPTANCE, IMPROVEMENT, AND MAINTENANCE OF CEDAR CREEK LANE.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2018 COTTON DISTRICT ARTS FESTIVAL AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES FROM 8AM TO 5PM ON APRIL 21, 2018.

b. CONSIDERATION OF A SPECIAL EVENT REQUEST BY TANGELAS RINGO TO HOLD THE SARCOIDOSIS AWARENESS WALK AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES FROM 8AM TO 12 PM ON APRIL 21, 2018.

c. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE MINISTERIAL ASSOCIATION REQUESTING IN-KIND SERVICE FOR THEIR ANNUAL COMMUNITY PRAYER WALK ON FRIDAY, MARCH 30TH FROM 9AM TO 10AM.

d. CONSIDERATION OF A SPECIAL EVENT REQUEST BY VOLUNTEER STARKVILLE REQUESTING IN-KIND SERVICE FOR THE SIXTH ANNUAL TOUCH-A-TRUCK EVENT ON SATURDAY, APRIL 7, 2018 FROM 10:00 AM TO 2:00 PM, AT THE STARKVILLE SPORTSPLEX.

e. CONSIDERATION OF PP 18-01 FP 18-02 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING +-0.6-ACRE PARCEL INTO 2 LOTS. 205 CENTRAL AVE IN A R-3 ZONE WITH THE PARCEL NUMBER 118I-00-061.00 WITH CONDITIONS.

f. CONSIDERATION OF PP 18-02 FP 18-03 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING +- 1.97-ACRE PARCEL INTO 2 LOTS, 311 GILLESPIE STREET IN A R-2 ZONE WITH THE PARCEL NUMBER 102A-00-157.00 AND 102A-00-156.00 WITH CONDITIONS.

- g. CONSIDERATION OF FP 18-06 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING 26.37-ACRE PARCEL INTO 41 LOTS ON DAY LILY DR. IN A R-1 ZONE WITH THE PARCEL NUMBER 106C-00-035.03 WITH CONDITIONS.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. AUTHORIZATION FOR CITY ENGINEER EDWARD KEMP TO ATTEND THE REQUIRED MDOT LPA AND COST ESTIMATING TRAINING ON MARCH 27 AND 28 AT A COST NOT TO EXCEED \$250.
2. CONSIDERATION OF DECLARING STREET DEPARTMENT PIPE AND INOPERABLE BULLDOZER (VIN 96J5400) AS SURPLUS AND AUTHORIZATION TO AUCTION ON GOVDEALS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 14, 2018 FOR FISCAL YEAR ENDING 9/30/18, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. REQUEST ACCEPTANCE OF FEBRUARY 2018 FINANCIAL STATEMENT.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL FOR CHIEF CHARLES YARBROUGH TO ATTEND THE 81ST FIRE CHIEF CONFERENCE HELD IN GULFPORT, MS, JUNE 1-3, 2018 WITH ADVANCED TRAVEL NOT TO EXCEED \$585.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE KALI THOMPSON AS A FULL-TIME RADIO OPERATOR (DISPATCHER) AND THERESA CELESTINE AS PART-TIME RADIO OPERATOR (DISPATCHER), IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE VERLEAN AKINS, AS A PART-TIME PROGRAM ASSISTANT IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE KORETTA REED, AS A PART-TIME RECEPTIONIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE MOSEZEAR RANDOLPH, AS A PART-TIME CUSTODIAN IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE CHARLES TILLERY, AS A FIELD MAINTENANCE WORKER IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

6. REQUEST AUTHORIZATION TO HIRE KELSEY TRAINER, AS A PART-TIME RECEPTIONIST FOR THE FINANCE AND ADMINISTRATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF AN EXCEPTION TO THE PARKS AND RECREATION FACILITY RENTAL EVENT HOURS POLICY FOR A GRADUATION RECEPTION SCHEDULED FOR MAY 25, 2018 AT THE TRAVIS OUTLAW CENTER TO END NO LATER THAN 11 P.M.

2. CONSIDERATION OF A FACILITY USE AGREEMENT WITH STARKVILLE SAINTS FOOTBALL.

J. POLICE DEPARTMENT

1. CONSIDERATION TO ALLOW ANIMAL CONTROL OFFICER SARAH AKINS AND VITTORIA ARNOLD, TO ATTEND A 5 DAY ANIMAL CONTROL AND INVESTIGATION COURSE, WHICH WILL BE HELD AT BIRMINGHAM ALABAMA, FROM MARCH 26-30, AT A TOTAL COST OF \$2,122.85.

2. CONSIDERATION TO ALLOW SGT. KENNY WATKINS AND DETECTIVE JONATHAN HEADLEY, TO ATTEND THE MDIAI (MS DIVISION OF INTERNATIONAL ASSOCIATION FOR IDENTIFICATION) CONFERENCE, WHICH WILL BE HELD IN GULFPORT MS, FROM MARCH 26-28, AT A TOTAL COST OF \$916.00.

3. CONSIDERATION OF APPROVAL TO DECLARE AN ABANDONED 2001 MERCURY MARQUE VIN:2MEFM75WX1X609473 AS SURPLUS PROPERTY AND AUCTION ON GOVDEALS FOR SALE.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR CONTRACTOR TO TRIM AND REMOVE TREES ALONG, UNDER, AND OVER STARKVILLE UTILITIES – ELECTRIC DIVISION’S DISTRIBUTION AND TRANSMISSION LINES.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- A. PROPERTY ACQUISITION
- B. PENDING LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL APRIL 3, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 23:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 20, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the February 20, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF APPROVAL OF LANDSCAPE SERVICES WITH SGK LANDSCAPES, INC. FOR CITY MEDIANS AND SELECT RIGHTS OF WAY FOR A ONE (1) YEAR CONTRACT.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval of landscape services with SGK Landscapes, Inc. for City Medians for a One (1) year contract with the City reserving the right to extend the agreement through the second year and a thirty (30) day notice required of either party if the agreement is to be severed before contract period ends” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF ACCEPTING THE LOW QUOTE FOR HIGHWAY 12 PHASE 1 LANDSCAPING PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval of lowest quote for Highway 12 Phase 1 Landscaping project and authorization for the Mayor to execute a contract” is enumerated, this consent item is thereby approved.

Two quotes received: SGK Landscapes, Inc.: \$273,862.71 and Gulf Breeze, Inc.: \$360,984.45

Highway 12 Landscaping- Phase 1- Project NO: 17074

Quote Tab March 14, 2018

Trees

						SGK		Gulf Breeze	
Botanical Description	Common Description	Caliper (Inches)	Size (Feet Height)	Quantity	Unit	Unit Price	Extension	Unit Price	Extension
Carpinus betulus 'Fastigiata'	Pyramidal European Hornbeam	2.0	10 - 12	20.0	EA	\$ 456.94	\$ 9,138.80	\$ 335.00	\$ 6,700.00
Fraxinus pennsylvanica 'Urbanite'	Urbanite Ash	2.0	10 - 12	15.0	EA	\$ 611.86	\$ 9,177.90	\$ 335.00	\$ 5,025.00
Platanus x acerifolia 'Exclamation' TM	Exclamation Sycamore	2.0	10 - 12	13.0	EA	\$ 569.35	\$ 7,401.55	\$ 335.00	\$ 4,355.00
Quercus robur x bicolor 'Long'	Regal Prince Oak	2.0	10 - 12	28.0	EA	\$ 432.95	\$ 12,122.60	\$ 335.00	\$ 9,380.00
Ulmus americana 'Princeton'	Princeton Elm	2.0	10 - 12	44.0	EA	\$ 478.35	\$ 21,047.40	\$ 335.00	\$ 14,740.00

Shrubs/Ground Cover

						Total Price for Tree Improvements = \$	58,888.25	Total Price for Tree Improvements =	\$ 40,200.00
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Botanical Description	Common Description	Size (Gallon)	Quantity	Unit	Unit Price	Extension	Unit Price	Extension
Loropetalum chinese rubrum 'Daruma'	Daruma Loropetalum	3.0	427.0	EA	\$ 16.52	\$ 7,054.04	\$ 15.35	\$ 6,554.45
Muhlenbergia capillaris	Pink Muhly	3.0	430.0	EA	\$ 16.48	\$ 7,086.40	\$ 15.00	\$ 6,450.00
Muhlenbergia capillaris 'White Cloud'	White Muhly Grass	3.0	536.0	EA	\$ 18.48	\$ 9,905.28	\$ 18.20	\$ 9,755.20
Gardenia jasminoides 'Frostproof'	Frostproof Gardenia	3.0	183.0	EA	\$ 16.62	\$ 3,041.46	\$ 15.35	\$ 2,809.05
Juniperus davurica 'Parsonii'	Parson's Juniper	3.0	598.0	EA	\$ 16.48	\$ 9,855.04	\$ 15.00	\$ 8,970.00
Liriope muscari 'Evergreen Giant'	Evergreen Giant Liriope	1.0	2915.0	EA	\$ 6.90	\$ 20,113.50	\$ 5.25	\$ 15,303.75

						Total Shrub/Ground Cover Price = \$	57,055.72	Total Shrub/Ground Cover Price = \$	49,842.45
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Additional Items

Item Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension
Demolition (removal of existing mulch, weed fabric, etc.)	17	Per Median	\$ 1,004.50	\$ 17,076.50	\$ 1,764.00	\$ 29,988.00
Irrigation (drip, valve with timer, water meter, piping)	17.0	Per Median	\$ 2,149.52	\$ 36,541.84	\$ 4,130.00	\$ 70,210.00
Mulch- Pine Straw	24500.0	SF	\$ 0.63	\$ 15,435.00	\$ 0.55	\$ 13,475.00
Plant Mix- 6" Depth	453.0	CY	\$ 56.24	\$ 25,476.72	\$ 60.00	\$ 27,180.00
Root Barrier (30", 80 mil)	4688.0	LF	\$ 10.06	\$ 47,161.28	\$ 13.00	\$ 60,944.00
Retro-Reflective Free-Standing Plastic Drums (36" Height Minimum)	36.0	EA	\$ 60.47	\$ 2,176.92	\$ 120.00	\$ 4,320.00
Traffic Cones (28" Height Minimum)	40.0	EA	\$ 23.03	\$ 921.20	\$ 35.00	\$ 1,400.00
Electronic Signal Sign (Trailer Mounted)*	1.0	EA	\$ 13,129.28	\$ 13,129.28	\$ 63,425.00	\$ 63,425.00

			Total Price for Additional Items = \$	157,918.74	Total Price for Additional Items = \$	270,942.00
			Total Price =	\$ 273,862.71	Total Price =	\$ 360,984.45

LOW QUOTE

5. CONSIDERATION OF ACCEPTING THE 2018 KEEP AMERICA BEAUTIFUL / DR PEPPER SNAPPLE PUBLIC SPACE RECYCLING GRANT FOR 30 RECYCLING BINS WITH NO COST TO THE CITY.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept the 2018 Keep America Beautiful / Dr Pepper Snapple Public Space Recycling Grant for 30 recycling bins with no cost to the City” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF A RESOLUTION REGARDING ACCEPTANCE, IMPROVEMENT, AND MAINTENANCE OF CEDAR CREEK LANE.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution regarding acceptance, improvement, and maintenance of Cedar Creek Lane” is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI REGARDING ACCEPTANCE, IMPROVEMENT, AND MAINTENANCE OF CEDAR CREEK LANE

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, (the “Board” of the “City”), acting for and on behalf of the City find, determine and adjudicate as follows:

1. In 1990, Cedar Creek Lane was developed but not dedicated to the City.
2. Since that time, lots adjoining Cedar Creek Lane have been developed and occupied such that it is necessary and economically feasible for the City to accept Cedar Creek Lane.
3. It is in the public interest, convenience, and necessity to accept Cedar Creek Lane as a public street so that it may be fully and conveniently traversed by school buses, emergency responders, and the public.
4. Such acceptance is conditioned upon unanimous dedication by all interested property owners pursuant to the steps outlined below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The City Attorney is authorized to search title to identify all present ownership interests in Cedar Creek Lane.

SECTION 2. The City Engineer is authorized to provide detailed calculations and descriptions of right-of-way width and territory necessary to provide minimum standards for the City to accept, improve, and maintain Cedar Creek Lane.

SECTION 3. The City Engineer is authorized to seek any surveys necessary to provide legal descriptions of right-of-way territory for Cedar Creek Lane. Any such surveys shall be acquired at standard prevailing market rates.

SECTION 4. The City Attorney is authorized to draft quitclaim deeds to be presented by the City to any property owners of record for dedication of Cedar Creek Lane to the City. The deeds will dedicate and convey right-of-way needed for the City's ownership and maintenance of Cedar Creek Lane.

If ownership of Cedar Creek Lane is dedicated and conveyed to the City through the deeds, the City shall improve and maintain Cedar Creek Lane. However, the City shall, in its sole discretion, determine the nature and extent of any such improvement and maintenance.

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the ___ day of _____, 2018.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

7. CONSIDERATION OF PP 18-01 & FP 18-02 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR SUBDIVIDING +-0.6-ACRE PARCEL INTO 2 LOTS. 205 CENTRAL AVE IN A R-3 ZONE WITH THE PARCEL NUMBER 118I-00-061.00 WITH CONDITIONS.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of PP 18-01 & FP 18-02 Request for Preliminary and Final Plat approval for subdividing +-0.6-acre parcel into 2 lots. 205 Central Ave. in a R-3 zone with the parcel number 118I-00-061.00 with the recommended conditions" is enumerated, this consent item is thereby approved.

Conditions:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for R-3 dimensions.
3. All public utilities must be currently in place and meet city requirements.
4. Erosion control vegetation shall be established on all disturbed areas.
5. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
6. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
7. A bond or surety in the amount of 150% of the current cost of the proposed sidewalk shall be provided prior to approval by the Mayor and Board of Aldermen.
8. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

8. CONSIDERATION OF PP 18-02 & FP 18-03 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR SUBDIVIDING +- 1.97-ACRE PARCEL INTO 2 LOTS, 311 GILLESPIE STREET IN A R-2 ZONE WITH THE PARCEL NUMBERS 102A-00-157.00 AND 102A-00-156.00 WITH CONDITIONS.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of PP 18-02 & FP 18-03 Request for Preliminary and Final Plat approval for subdividing +- 1.97-acre parcel into 2 lots located at 311 Gillespie Street in a R-2 zone with the parcel numbers 102A-00-157.00 and 102A-00-156.00 with conditions" is enumerated, this consent item is thereby approved.

Conditions:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for R-2 dimensions.
3. All public utilities must be currently in place and meet city requirements.
4. Erosion control vegetation shall be established on all disturbed areas.
5. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
6. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

9. AUTHORIZATION FOR CITY ENGINEER EDWARD KEMP TO ATTEND THE REQUIRED MDOT LPA AND COST ESTIMATING TRAINING ON MARCH 27 AND 28 AT A COST NOT TO EXCEED \$250.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval for City Engineer Edward Kemp to attend the required MDOT LPA and Cost Estimating training on March 27 and 28 in Jackson, MS at a cost not to exceed \$250.00" is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF DECLARING STREET DEPARTMENT PIPE AND INOPERABLE BULLDOZER (VIN 96J5400) AS SURPLUS AND AUTHORIZATION TO AUCTION ON GOVDEALS.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of declaring Street Department pipe and inoperable bulldozer (VIN 96J5400) as surplus and authorization to auction on govdeals" is enumerated, this consent item is thereby approved.

11. ACCEPTANCE OF FEBRUARY 2018 FINANCIAL STATEMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the "acceptance of the February 2018 financial statement" is enumerated, this consent item is thereby approved.

12. APPROVAL FOR CHIEF CHARLES YARBROUGH TO ATTEND THE 81ST FIRE CHIEF CONFERENCE HELD IN GULFPORT, MS, JUNE 1-3, 2018 WITH ADVANCED TRAVEL NOT TO EXCEED \$585.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of Chief Charles Yarbrough to attend the 81st Fire Chief Conference held in Gulfport, MS, June 1-3, 2018 with advanced travel not to exceed \$585.00" is enumerated, this consent item is thereby approved.

13. AUTHORIZATION TO HIRE KALI THOMPSON AS A FULL-TIME RADIO OPERATOR (DISPATCHER) AND THERESA CELESTINE AS PART-TIME RADIO OPERATOR (DISPATCHER), IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Kali Thompson as a full-time Radio Operator (Dispatcher) and Theresa Celestine as part-time Radio Operator (Dispatcher), in the Starkville Police Department" is enumerated, this consent item is thereby approved.

14. AUTHORIZATION TO HIRE VERLEAN AKINS, AS A PART-TIME PROGRAM ASSISTANT IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Verlean Akins, as a part-time Program Assistant in the Starkville Parks & Recreation Department” is enumerated, this consent item is thereby approved.

15. AUTHORIZATION TO HIRE KORETTA REED, AS A PART-TIME RECEPTIONIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Koretta Reed, as a part-time Receptionist in the Starkville Parks & Recreation Department” is enumerated, this consent item is thereby approved.

16. AUTHORIZATION TO HIRE MOSEZEAR RANDOLPH, AS A PART-TIME CUSTODIAN IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Mosezear Randolph, as a part-time Custodian in the Starkville Parks & Recreation Department” is enumerated, this consent item is thereby approved.

17. AUTHORIZATION TO HIRE CHARLES TILLERY, AS A FIELD MAINTENANCE WORKER IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Charles Tillery, as a Field Maintenance Worker in the Starkville Parks & Recreation Department” is enumerated, this consent item is thereby approved.

18. AUTHORIZATION TO HIRE KELSEY TRAINER, AS A PART-TIME RECEPTIONIST FOR THE FINANCE AND ADMINISTRATION DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Kelsey Trainer, as a part-time Receptionist for the Finance and Administration Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF A FACILITY USE AGREEMENT WITH STARKVILLE SAINTS FOOTBALL.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval the Facility Use agreement, with amended dates, with the Starkville Saints for use of an athletic field for their football team practices” is enumerated, this consent item is thereby approved.

STARKVILLE PARKS AND RECREATION DEPARTMENT
Facility Use Agreement

This is an agreement by and between the **City of Starkville**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **STARKVILLE SAINTS FOOTBALL**, hereinafter referred to as the "User."

Article I
GENERAL TERMS

1.01 This Agreement shall be in effect through June 30, 2018. The City will permit the User to use one soccer field located at the Starkville Sportsplex, address 405 Lynn Lane, Starkville, Mississippi 39759 (the "Facility") for the duration of the agreement, for the purposes of practices. While primary use by the User shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time without cause.

1.02 The schedule of facilities dates and times are attached at end of the agreement and shall be subject to change at the discretion of the City. Both parties will review the requested facilities schedule at least thirty (30) days before each individual season begins.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

- (a) Fifteen and no/100 Dollars (\$15.00) per player.
- (b) Five and no/100 Dollars (\$5.00) per player for individuals that show proof of financial hardship. This provision would be on a player-by-player basis and User is responsible for collecting this proof.
- (c) The User shall also pay the City a deposit of One-thousand and no/100 Dollars (\$1,000.00). This deposit shall be credited towards the final payment if no damage to the facility occurs. If damage does occur, the amount needed to repair the damage will be deducted from the deposit and the remaining balance will be applied towards the final payment. If damage repair cost exceeds the deposit amount, the remaining amount above the deposit will be billed to the user.

1.04 The User agrees that it will be solely responsible for the following items:

- (a) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility
- (b) Paying for all damages related to and arising out of use of the Facility by the User
- (c) Ensuring all team representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

- (a) Cleaning and stocking of restrooms

(b) General grounds maintenance of Facility and City-installed equipment

(c) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

1.09 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

Article II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City ***before*** any use of the Facility commences.

Article III NON-DISCRIMINATION CLAUSE

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

Article IV USE OF FACILITY KEYS

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

**ARTICLE V
REPAIRS AND DAMAGES TO FACILITIES**

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

**Article VI
SCHEDULE OF ACTIVITIES**

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season. This schedule of activities must include the following information:

- (a) Dates and times of scheduled practices
- (b) Identification of field(s) to be used
- (c) Any other pertinent information as reasonably requested by the City to assist it in carrying out its obligations herein and in serving the general public.
- (d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

**Article VII
SAFETY PROCEDURES**

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

**Article VIII
Criminal Background Checks**

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

**Article IX
INDEMNIFICATION**

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from

the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

**Article X
RELEASE**

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

**Article XIV
MISCELLANEOUS TERMS**

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

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

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

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

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

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

ATTACHMENTS

- 1. User's Schedule of Activities
- 2. User's Certificate of Insurance

STARKVILLE SAINTS FOOTBALL

CITY OF STARKVILLE

By: _____

By: _____

Printed Name: _____

Mayor

Date: _____

Title: _____

Date: _____

20. CONSIDERATION TO ALLOW ANIMAL CONTROL OFFICER SARAH AKINS AND VITTORIA ARNOLD, TO ATTEND A 5 DAY ANIMAL CONTROL AND INVESTIGATION COURSE, WHICH WILL BE HELD AT BIRMINGHAM ALABAMA, FROM MARCH 26-30, AT A TOTAL COST OF \$2,122.85.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to allow Animal Control Officer Sarah Akins and Vittoria Arnold, to attend a 5 day Animal Control and Investigation Course, which will be held at Birmingham Alabama, from March 26-30, at a total cost not to exceed \$2122.85” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO ALLOW SGT. KENNY WATKINS AND DETECTIVE JONATHAN HEADLEY, TO ATTEND THE MDIAI (MS DIVISION OF INTERNATIONAL ASSOCIATION FOR IDENTIFICATION) CONFERENCE, WHICH WILL BE HELD IN GULFPORT MS, FROM MARCH 26-28, AT A TOTAL COST OF \$916.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to allow Sgt. Kenny Watkins and Detective Jonathan Headley, to attend the MDIAI Conference, which will be held in Gulfport MS, from March 26-28, at a total cost not to exceed \$916.00” is enumerated, this consent item is thereby approved.

22. CONSIDERATION OF APPROVAL TO DECLARE AN ABANDONED 2001 MERCURY MARQUIS VIN:2MEFM75WX1X609473 AS SURPLUS PROPERTY AND AUCTION ON GOVDEALS FOR SALE.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to declare the abandoned 2001 Mercury Marquis VIN:2MEFM75WX1X609473 as surplus property and sell to the highest bidder” is enumerated, this consent item is thereby approved.

23. AUTHORIZATION TO ADVERTISE FOR CONTRACTOR TO TRIM AND REMOVE TREES ALONG, UNDER, AND OVER STARKVILLE UTILITIES – ELECTRIC DIVISION’S DISTRIBUTION AND TRANSMISSION LINES.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the March 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for contractor to trim and remove trees along, under, and over Starkville Utilities – Electric Division’s distribution and transmission lines” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill noted the Starkville High 6A Girls Basketball recently won the State Championship.

Mayor Spruill introduced new employees: Starkville Utilities: Nathan Flippo, Tristan Greene, John Ricks and Starkville Police Officers: Michael Banks, Rashad Ruff, John Pearson and David Fonseca.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver invited everyone to Meadowview Church’s Easter Program.

Alderman Miller congratulated Starkville High School on all their athletic accomplishments and for representing Starkville so well.

CITIZEN COMMENTS: None

PUBLIC APPEARANCE:

EMERSON FAMILY RESOURCE CENTER AND NATIONAL CHILD ABUSE PREVENTION AND AWARENESS MONTH – BARBARA CULBERSON

Ms. Culberson presented an overview of the history of how April became National Child Abuse Prevention Awareness Month and how the group hopes the awareness will help prevent child abuse. The blue ribbons that will be hung around town represents the children that have been affected by abuse.

24. CONSIDERATION OF APPROVAL OF BANNER PLACEMENT

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, to waive banner permit fees and allow National Child Abuse Prevention and Awareness Banners to be hung in the month of May at the requested locations, the Board voted as follows:

- Alderman Ben Carver Voted: Yea
- Alderman Sandra Sistrunk Voted: Yea
- Alderman David Little Voted: Absent
- Alderman Jason Walker Voted: Yea
- Alderman Patrick Miller 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.

**CHILD ABUSE PREVENTION MONTH
2018 PROPOSED BANNER LOCATIONS**

NAME OF FACILITY	ADDRESS
Courthouse	101 E. Main St.
Community Counseling	302 N. Jackson St.
OCH Regional Medical Center	400 Hospital Rd.
Vowell's Marketplace	118 MS Hwy 12
Sportsplex	405 Lynn Lane
Fire Dept.	523 Academy Rd.
The following are school locations:	
SOSD Administration Building	401 Greensboro St.
Emerson Family School	1504 Louisville St.
King Center	400 North Long St.
Starkville High School	603 Yellow Jacket Dr.
Armstrong Middle	303 McKee St.
Sudduth	101 Greenfield St.
Henderson Ward Stewart	200A Dr. MLK Dr. West
Overstreet	307 S. Jackson
West Elementary	127 Sturgis Maben Rd., Sturgis
East Alternative School	2926 Sixteenth Section Rd.

PUBLIC HEARINGS: None

25. CONSIDERATION OF THE MINUTES OF THE MARCH 2, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, to accept the minutes of the March 2, 2018 meeting of the Mayor and Board of Aldermen, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	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.

26. CONSIDERATION OF THE MINUTES OF THE MARCH 6, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, to accept the minutes of the March 6, 2018 meeting of the Mayor and Board of Aldermen, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	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.

27. CONSIDERATION OF JOINING WITH OTHER ENTITIES IN THE OPIOID LITIGATION.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, to enter into a contract with Smith, Bobinger & Smith, PLLC, to join in the Opioid litigation with other entities, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	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.

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA**

CONTINGENCY FEE RETAINER AGREEMENT

This Contingency Fee Retainer Agreement is made by City of Starkville, Mississippi (“Client”) and SMITH, BOBINGER & SMITH, PLLC (“Counsel”), a law firm organized under the laws of the State of Mississippi.

SCOPE OF SERVICES

- A. Client agrees to retain Counsel as its attorney(s)-in-fact in Client’s matter regarding any claim against the manufacturers and/or distributors of Opioids.
- B. Counsel’s representation of client is limited to recovering damages or other compensatory property or services for Client in Client’s specific Opioid matter.
- C. Client represents and warrants as a matter of fact that he/she has not filed and resolved a Opioid lawsuit or claim (whether by settlement, judgment, trial, or abandonment), and is not currently represented by another law firm(s) in prosecuting any Opioid lawsuit or claim. Client further understands that Counsel is entering into this Agreement in specific and general reliance on the foregoing representation of fact.

II. LEGAL FEES AND COSTS

- A. **Contingent Fee:** Client hereby agrees to pay Counsel, jointly, a contingent fee of one third or thirty three and one third percent (33 1/3%) of the Gross Recovery to Client if the case is resolved prior to or after serving the lawsuit. “Gross Recovery” is calculated as the value of all moneys, services or remedial conduct recovered for the client, regardless of how characterized (e.g., whether characterized as damages, injunctive relief, constructive trust, monitoring services, remediation, revision surgery, restitution, offset, reimbursement, or attorneys’ fees). Gross Recovery is calculated separately and shall be deducted from the total amount apart from the costs deducted. “Contingent Fee” in this Agreement means that **IF THERE IS NO RECOVERY, NO ATTORNEY FEE WILL BE PAID AND NO COSTS OR EXPENSES WILL BE CHARGED.**
- B. **Costs and Expenses:** Counsel will likely incur various costs and expenses in performing legal services under this Agreement. Costs and expenses shall include, but are not limited to, litigation expenses such as filing fees, service fees, depositions, mediation and/or arbitration fees, expert and lay witness fees, investigative services, costs of obtaining and copying medical records and reports, cost of trial exhibits, outside legal fees and costs incurred for estate, guardianship, bankruptcy and probate matters, and all other costs and expenses necessary for adequate performance of legal services on Client’s behalf. Costs shall also include but not be limited to administrative costs such as photocopies, facsimiles, local and long-distance telephone calls, postage fees and other overnight delivery service charges; and travel costs such as out-of-town hotel, food and transportation. In the event of a recovery, Client agrees to pay in full, or reimburse Counsel in full for advancing any and all costs, disbursements and/or expenses paid, owed by you, or incurred by Counsel on Client’s behalf in connection with this matter, including any interest accrued as a result of advancing costs, disbursements and/or expenses paid. The advancement of costs and expenses is not required but is discretionary on Counsel’s part. **COSTS WILL BE DEDUCTED SEPARATELY FROM ATTORNEYS FEES, BUT WILL NOT BE CHARGED IF THERE IS NO RECOVERY. LIKEWISE, IF THE AMOUNT OF CLIENT’S RECOVERY DOES NOT FULLY COVER ALL COSTS AND EXPENSES, NO COSTS OR EXPENSES SHALL BE CHARGED TO CLIENT.**

- C. Reimbursement Pro Rata of General Costs:** Costs shall also include general product liability/personal injury litigation costs and expenses incurred by Counsel. General product liability litigation costs and expenses shall include, but are not limited to, any costs which are not incurred solely for the benefit of, or as a result of Client's Opioid matter, but which are incurred for the benefit of all litigation cases in which Counsel are retained or are counsel of record. To the extent such are incurred, Client agrees to pay a pro rata share of all such costs incurred prior to the receipt of proceeds from defendants by way of settlement or satisfaction of a judgment. Client's pro rata share shall be determined by dividing the gross proceeds of any settlement or satisfaction of judgment to be received by all clients, by the total gross settlement proceeds of all product liability/personal injury or wrongful death litigation in which Counsel are retained or are counsel of record, and multiplying that fraction by the total of all general product liability/personal injury litigation costs incurred as of the date monies are distributed from the settlement, or satisfaction of judgment regarding Client's claim. If the amount of Client's recovery does not fully cover Client's pro rata share of General Costs, no General Costs shall be charged to Client.
- D. Federal MDL or Coordination or State Coordination Fees:** In the event there is a court ordered assessment or agreement for fees and costs to be paid to any current or future Federal Multi-district Litigation (MDL) or Federal coordinated proceedings or any State Court coordinated proceedings, this fee and/or cost agreement/assessment, which typically ranges from 6% to 9% of the gross proceeds, will be deducted **pursuant to the order of the Court**, from Client's share of the recovery and will not affect the fees and costs to be paid or reimbursed to Counsel. At this time, Counsel cannot determine what fees and costs, if any, will be paid to any of the coordinated litigations.

III. NO MEDICAL MALPRACTICE CLAIMS

Client hereby warrants, acknowledge and agrees that Counsel has not been retained to investigate any allegations of medical malpractice and will not pursue any claims of any nature whatsoever against any of Client's healthcare providers under this Agreement. Client understand that Counsel have not and will not provide Client with any legal advice regarding commencing or foregoing the opportunity to bring suit any legal action, if any legal action exists against Client's healthcare providers

IV. FILING SUIT & STATUTE OF LIMITATIONS

- A. Discretion to File Suit.** Counsel is hereby authorized to bring suit when and in any matter Counsel deems advisable that does not prejudice Client's rights.
- B. Statute of Limitations.** Client may be precluded from filing a claim based upon the running of the statute of limitations, depending on the Client's state of residence, the location of the litigation, and other factors. Client acknowledges that Counsel cannot determine whether Client's statute of limitations has run until complete investigation is concluded after Counsel receives all of Client's medical records. Client hereby waives any and all complaints, grievances, claims and causes of action against Counsel for failing to file suit prior to the running of Client's statute of limitations *unless* Client's statute of limitations is scheduled to run on or after the 61st day after Counsel receives Client's complete, certified file. ***IF CLIENT BELIEVES THAT IT MAY SOON HAVE A CLAIM PRECLUDED BY THE STATUTE OF LIMITATIONS, CLIENT IS INSTRUCTED TO CALL COUNSEL IMMEDIATELY TO DISCUSS SAME BEFORE SIGNING THIS AGREEMENT AND TO ONLY SIGN THIS AGREEMENT UPON APPROVAL OF COUNSEL.***

V. ATTORNEY'S AUTHORITY & POWER OF ATTORNEY

- A.** In connection with the claims covered by this Agreement, Client hereby appoints Counsel as its attorney-in-fact with power of attorney and all necessary authority to execute and endorse any and

all orders and other papers which Client could properly execute or endorse, to receive on Client's behalf any monies or other things of value to which Client may be entitled because of any judgment recovered or any settlement received, and to endorse and /or execute on Client's behalf any checks or drafts issued or made in connection with Client's matter.

B. Client understands that Counsel will not settle any matter without Client's expressed consent.

VI. ASSOCIATION AND PAYMENT OF OTHER ATTORNEYS

In connection with the claims covered by this Agreement, Client recognizes that Counsel may associate with other attorneys and may share fees with said other attorneys. This association of other attorneys or legal professionals shall not increase the amount of attorney fees paid by Client. Client also authorizes Counsel to reach an agreement with referring attorneys and associated attorneys to share the attorneys' fees paid per this agreement at the percentage or hourly rate Counsel negotiates and agrees with such other attorney. The precise amount of total fees paid to each attorney will be set forth within the distribution statement(s) prepared when Client's case is resolved, and Client agrees that at that time Client will acknowledge said fee-sharing amounts and agree to them by Client's acceptance of the terms of the distribution of Client's settlement or judgment proceeds.

VII. ASSIGNMENT & LIEN

Client hereby assigns Counsel an interest in Client's case, equal to the then-applicable contingency percentage, of Client's case, and irrevocably grants Counsel a lien on any and all proceeds from claims or causes of action that are subject to our or our related entities and affiliates representation under this Agreement. Counsel's lien will be for any sums owing to Counsel for any costs and interest or attorney fees at the conclusion of our services. The lien will automatically attach to any recovery Client may obtain by any of means such as arbitration award, judgment, appeal, settlement or otherwise.

VIII. WITHDRAWAL/TERMINATION

Counsel may withdraw from Client's representation at any time, upon reasonable written notice to Client at Client's last known address. Likewise, Client may discharge Counsel at any time, upon reasonable written notice to Counsel at Counsel's last known address. If Client discharges Counsel, Client agrees to pay Counsel's non-reimbursed costs solely related to Counsel's representation of Client.

IX. DISCLAIMER OF GUARANTEE

Nothing in this Agreement and nothing in our written or verbal statements to Client are intended to be, and shall not be construed as, a promise or guarantee regarding any outcome of Client's matter. Counsel makes no promises or guarantees regarding Client's case and its potential or expected outcome. There can be no assurance that Client will recover any sum or sums in this matter. Any comments or statements by Counsel about the value of Client's claims or the outcome of Client's matter are probabilistic expressions of Counsel's opinion only and shall not be construed as promises or guarantees regarding any resolution of Client's case. Client hereby represents and warrants that Client is not relying on any such promise, representation or opinion in choosing to sign this Agreement.

X. AGGREGATE SETTLEMENTS

The defendant or defendants in Client's Opioid Matter may attempt or be forced to settle with multiple similarly situated plaintiffs. In such circumstances, there exists a potential conflict of interest whenever a lawyer represents many individual plaintiffs in a group settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple plaintiffs. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by allocating settlement amounts to plaintiffs' individual cases based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Counsel will work with an

independent person or third party to implement a settlement program/grid, overseen by an independent party, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each plaintiff's case depending upon the facts and circumstances of each individual case. Client hereby authorizes Counsel to enter into and engage in settlement discussions and agreements, which may include Client's individual claims within a larger group settlement effort, under the proviso that Client will have the option of opting out of that process should Client choose to at a later juncture.

XI. GENERAL.

- A. Freedom to Contract.** Client understands that Client has the freedom to bargain for and negotiate any of the terms of this Agreement or to consult with or retain any attorneys of Client's choice.
- B. Governing Law.** Client understands that this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to the Mississippi choice of law rules.
- C.** Client and Counsel may sign this Agreement via electronic signature.

ATTESTATION: "I REPRESENT THAT I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT, and voluntarily agree with all provisions. By signing this Agreement I acknowledge the above."

Signed by CLIENT:

Date

Date

Print Client's Name

Attorney

Client's Signature

28. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2018 COTTON DISTRICT ARTS FESTIVAL AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES FROM 8AM TO 5PM ON APRIL 21, 2018.

Following a brief presentation from Daniel Havelin and Emily Corbin, Alderman Miller, duly seconded by Alderman Sistrunk, offered a motion to approve a Special Event request by the Starkville Area Arts Council to hold the 2018 Cotton District Arts Festival and have City participation with in-kind services from 8 am to 5 pm on April 21, 2018, with the condition that the City of Starkville not be listed as a sponsor, 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 Patrick Miller | 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.

29. CONSIDERATION OF A SPECIAL EVENT REQUEST BY TANGELAS RINGO TO HOLD THE SARCOIDOSIS AWARENESS WALK AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES FROM 8AM TO 12 PM ON APRIL 21, 2018.

Upon the motion of Alderman Miller, duly seconded by Alderman Walker, to approve a Special Event request by Tangelas Ringo to hold the Sarcoidosis Awareness walk and have City participation with in-kind services from 8 am to 12 pm on April 21, 2018, with the condition that the City of Starkville not be listed as a sponsor, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	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.

30. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE MINISTERIAL ASSOCIATION REQUESTING IN-KIND SERVICE FOR THEIR ANNUAL COMMUNITY PRAYER WALK ON FRIDAY, MARCH 30TH FROM 9AM TO 10AM.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, to approve a Special Event request by Starkville Ministerial Association requesting in-kind service for their annual community prayer walk from 9 am to 10 am on March 30, 2018, with the condition that the City of Starkville not be listed as a sponsor, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	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.

31. CONSIDERATION OF A REQUEST BY VOLUNTEER STARKVILLE REQUESTING IN-KIND SERVICES FOR THE SIXTH ANNUAL TOUCH-A-TRUCK EVENT ON SATURDAY, APRIL 7, 2018 FROM 10:00 AM TO 2:00 PM, AT THE STARKVILLE SPORTSPLEX.

Upon the motion of Alderman Miller, duly seconded by Alderman Walker, to approve a request by Volunteer Starkville requesting in-kind services for the sixth annual Touch-A-Truck event on Saturday, April 7, 2018 from 10 am to 2 pm at the Starkville Sportsplex, with the condition that the City of Starkville not be listed as a sponsor, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	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.

32. CONSIDERATION OF FP 18-06 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING 26.37-ACRE PARCEL INTO 41 LOTS ON DAY LILY DR. IN A R-1 ZONE WITH THE PARCEL NUMBER 106C-00-035.03 WITH CONDITIONS.

Mayor Spruill recused herself due to being a partner in the development group requesting the final plat. Mayor Pro-Tempore Roy A'. Perkins chaired the meeting at this time.

Daniel Havelin and Emily Corbin presented the request. The applicant, B S Development, seeks Final Plat approval for subdividing a 26.37-acre parcel into 41 lots. The proposed subdivision is named "Greenbriar Ph 11-A". The proposed subdivision is located in an R-1 zone. The proposed subdivision is located on Day Lily Drive. On March 13, 2018, the Planning and Zoning Commission voted unanimously to recommend approval of the Final Plat with conditions.

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, to approve FP 18-06 Request for Final Plat approval for subdividing 26.37-acre parcel into 41 lots on Day Lily Dr. in a R-1 zone with the parcel number 106C-00-035.03 with the 16 conditions as listed below, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Absent
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

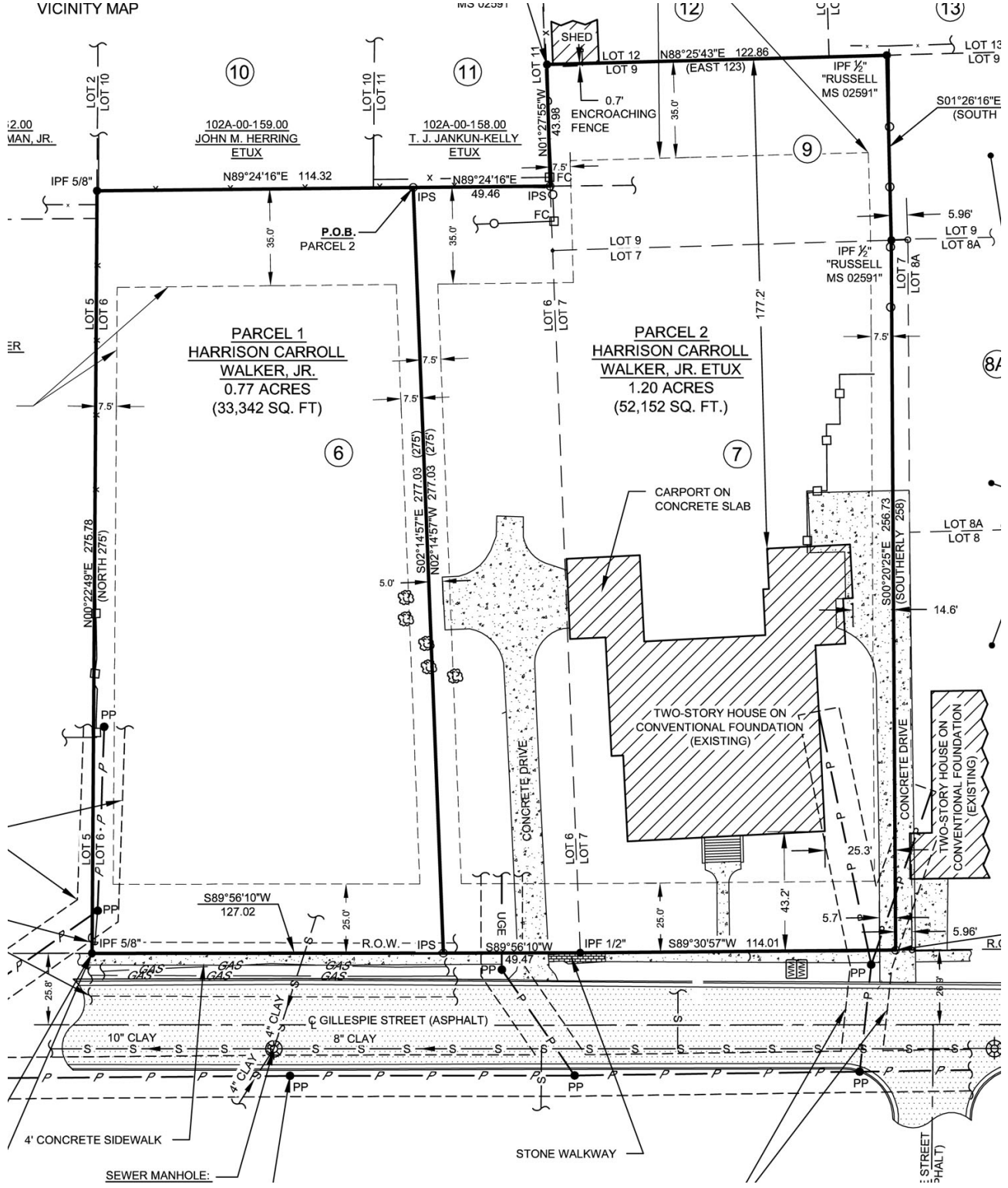
Having received a majority affirmative vote, the Mayor declared the motion passed.

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. No Certificates of Occupancy or Temporary Certificates of Occupancy shall be granted for any structures until all conditions of approval have been met to the satisfaction of City Staff.
3. The final plat shall meet the minimum requirements for R-1 zone dimensions.
4. All public utilities must be inspected, tested, meet city requirements and be in place prior to any issuance of any Certificate of Occupancy.
5. Erosion control vegetation shall be established on all disturbed areas.
6. The applicant shall provide adequate and satisfactory test reports for roadways, curbs and all drainage structures and facilities.
7. The covenants shall include provisions for the maintenance of common areas/stormwater management and the City Attorney's standard hold-harmless indemnification clause.
8. A guarantee in the amount of 200% of the current cost of all non-sidewalk remaining improvements is required to be posted prior to final plat approval by the Mayor and Board of Aldermen.
9. Financial assurance for the cost of the final layer of asphalt shall be determined by and provided to the City Engineer prior to approval by the Mayor and Board of Aldermen.
10. The roadways shall not be accepted by the City until at least 85% of all buildable lots located in Phase 11-A and any future phase that have been developed and received Certificates of Occupancy, with the exception of the lot 317 labeled as "common space" on the plat. Lot 317 shall not be included in the calculation. The performance agreement shall remain in effect until such time.

11. The applicant shall execute the standard performance agreement (“developer contract”) for the financial guarantee of the completion of the final requirements for acceptance of the streets and utilities and the Board of Aldermen shall authorize the Mayor to execute same.
12. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in “AutoCAD” format in standard state plane coordinates.
13. The applicant shall provide “as-built” drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, etc.) in “AutoCAD” format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy.
14. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
15. The Applicant shall provide additional easements as required by City Staff based on as-built conditions of installed infrastructure.
16. The storm sewer "trunk line" which is located in the future phase(s) area is all that is being recommended for acceptance at this time. All tributary or adjoining storm sewer piping or inlets will be inspected and accepted during future phase review. An exhibit showing that "trunk line" is attached.

Mayor Spruill returned to the meeting and resumed chairing the meeting.

VICINITY MAP



33. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 14, 2018 FOR FISCAL YEAR ENDING 9/30/18 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.

Upon the motion of Alderman Carver, duly seconded by Alderman Miller, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of March 14, 2018 for fiscal year ending 9/30/18, and authorizing the City Clerk 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: Absent
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller 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	\$ 638,353.69
Restricted Police Fund	002	1,629.17
Airport Fund	015	31,677.04
Sanitation	022	189,850.99
Landfill	023	86.58
Industrial Park Bond	303	53,669.26
Park and Recreation	375	1,615.00
Sub Total Before Utilities		\$ 916,881.73
Utilities Dept.	SED	940,15.66
Total Claims FY 2017	Total	\$ 1,857,032.39

34. CONSIDERATION OF THE APPROVAL OF AN EXCEPTION TO THE PARKS AND RECREATION FACILITY RENTAL EVENT HOURS POLICY FOR A GRADUATION RECEPTION SCHEDULED FOR MAY 25, 2018 AT THE TRAVIS OUTLAW CENTER TO END NO LATER THAN 11 P.M.

Upon the motion of Alderman Carver, duly seconded by Alderman Miller, to approve an exception to the parks and recreation facility rental event hours policy for a Graduation Reception scheduled for May 25, 2018 (which was scheduled prior to the new Park hours set by the Board) at the Travis Outlaw Center to end no later than 11 p.m., the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Absent

Alderman Jason Walker Voted: Yea
Alderman Patrick Miller Voted: Yea
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Yea

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

35. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the Motion of Alderman Little, seconded by Alderman Miller, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Absent
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

The Board entered closed session.

36. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF POTENTIAL LAND ACQUISITION FOR THE PARK DEPARTMENT.

Alderman Vaughn offered a motion to enter Executive Session for the purpose of potential land acquisition for the Park Department on a finding that the proposed topic qualified for Executive Session. Following a second by Alderman Miller, the Board voted as follows to enter Executive Session:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Absent
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of potential land acquisition for the Park Department on a finding that the proposed topics qualified for Executive Session.

At this time, the Board entered Executive Session.

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

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

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Absent
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

38. A MOTION TO AUTHORIZE THE MAYOR TO NEGOTIATE WITH PROPERTY OWNERS OF FIVE PARCELS FOR THE POTENTIAL EXPANSION OF PARK PROPERTY AT APPRAISED VALUE.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, that the Mayor be authorized to negotiate with property owners of five parcels for the potential expansion of park property at appraised value, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Absent
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller 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.

38. MOTION TO ADJOURN UNTIL APRIL 3, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn the meeting until April 3, 2018 @ 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: Absent
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller 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 _____ 2018.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)