

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
April 17, 2018**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on April 17, 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, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Vaughn requested item X.5.: Approval of a Minority and Women-Owned Business (MBE/WBE) Resolution for the Mill Street reconstruction & drainage improvements Appalachian Regional Commission (ARC) project be removed from Consent.

Alderman Vaughn requested that the minutes of April 3, 2018 be removed from consent.

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

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

Alderman Little offered a motion, duly seconded by Alderman Carver, to approve the April 17, 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: Yea
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, APRIL 17, 2018**

**5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

PROPOSED CONSENT AGENDA ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE APRIL 3, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCE

A. MUNICIPAL COURT ANNUAL REPORT

B. ALVIN TURNER

VIII. PUBLIC HEARING

PUBLIC HEARING ON AMENDING THE CITY ALCOHOL ORDINANCE RELATING TO OPEN CONTAINERS FOR SPECIAL EVENTS

IX. MAYOR'S BUSINESS

1. CONSIDERATION OF THE APPROVAL OF A RESOLUTION OF ESTABLISHING A REDEVELOPMENT PROJECT AREA PURSUANT TO SECTION 49-35-1 ET SEQ OF THE MISSISSIPPI CODE OF 1972, ANOTATED, AS AMENDED AND PURSUANT TO SECTION 57-91-1 ET SEQ OF THE MISSISSIPPI CODE OF 1972, ANOTATED, AS AMENDED FOR A REDEVELOPMENT PROJECT AREA THAT SHALL BE KNOWN AS THE "MTB PROPERTIES LLC REDEVELOPMENT AREA"

X. BOARD BUSINESS

1. UPDATE ON ROUNDHOUSE ROAD WASTEWATER STATUS.

2. APPROVAL OF ENTERING INTO A PROFESSIONAL SERVICES CONTRACT, AS APPROVED BY THE CITY ATTORNEY, WITH GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT IN AN AMOUNT NOT TO EXCEED \$28,793 FOR ADMINISTRATIVE SERVICES RELATED TO THE STARKVILLE ROUNDHOUSE ROAD SEWER IMPROVEMENTS PROJECT.
3. CONSIDERATION OF APPROVAL OF ENTERING INTO A PROFESSIONAL SERVICES CONTRACT, AS APPROVED BY THE CITY ATTORNEY, WITH GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT IN AN AMOUNT NOT TO EXCEED \$30,000 FOR ADMINISTRATIVE SERVICES RELATED TO THE STARKVILLE MILL STREET RECONSTRUCTION AND DRAINAGE IMPROVEMENTS PROJECT.
4. CONSIDERATION OF APPROVAL OF FAIR HOUSING RESOLUTION AND DECLARE APRIL AS FAIR HOUSING MONTH FOR THE CITY OF STARKVILLE'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WHICH WILL INSTALL A GRAVITY-FED SEWER COLLECTION SYSTEM WITHIN THE ROUNDHOUSE ROAD AREA.
5. CONSIDERATION OF APPROVAL OF A MINORITY AND WOMEN-OWNED BUSINESS (MBE/WBE) RESOLUTION FOR THE MILL STREET RECONSTRUCTION & DRAINAGE IMPROVEMENTS APPALACHIAN REGIONAL COMMISSION (ARC) PROJECT.
6. CONSIDERATION OF APPROVAL OF AN AFFIRMATIVE MARKETING PLAN RESOLUTION FOR THE MILL STREET RECONSTRUCTION & DRAINAGE IMPROVEMENTS APPALACHIAN REGIONAL COMMISSION (ARC) PROJECT.
7. CONSIDERATION OF APPROVAL OF A CODE OF STANDARDS OF CONDUCT RESOLUTION FOR THE MILL STREET RECONSTRUCTION & DRAINAGE IMPROVEMENTS APPALACHIAN REGIONAL COMMISSION (ARC) PROJECT.
8. CONSIDERATION OF THE APPROVAL OF ANY OF THE ALDERMEN AND THE MAYOR TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE'S SUMMER CONFERENCE, BEGINNING JUNE 25, 2018 AND ENDING JUNE 27, 2018, WITH ADVANCE PAYMENT FOR THE CONFERENCE RESERVATION AND ACCOMMODATIONS WITH ADVANCE TRAVEL. VICE MAYOR PERKINS WILL NOT BE ATTENDING.
9. DISCUSSION AND CONSIDERATION OF BOARD AND ADMINISTRATIVE BUDGET PROCEDURES FOR FY 2019.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR THE PURCHASE OF A JOHN DEERE 5100E UTILITY TRACTOR ON STATE CONTRACT IN THE AMOUNT OF \$52,320.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF THE SPECIAL EVENT "HAIL STATE FAMILY PARTY" TO BE HELD FRIDAY, APRIL 20, 2018.

- b. CONSIDERATION OF PP 18-03 FP 18-05 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR RESUBDIVIDING +- 0.73-ACRE PARCEL INTO 2 LOTS AT 201 OAKMONT ROAD IN A R-4 ZONE WITH THE PARCEL NUMBER 106E.00.019.00.

A. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

B. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

C. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 10, 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. CONSIDERATION OF ACCEPTANCE OF THE MARCH FINANCIAL STATEMENTS.

3. CONSIDERATION OF APPROVAL OF REVERSE AUCTION SERVICE AGREEMENT WITH SOUTHERN PROCUREMENT, LLC FROM APRIL 1, 2018- MARCH 20, 2020.

D. FIRE DEPARTMENT

1. CONSIDERATION TO ALLOW BATT. CHIEF STEWART BIRD TO ATTEND THE MISSISSIPPI PARTNERS PREPAREDNESS SUMMIT CONFERENCE ON MAY 7-10,2018 IN BILOXI, MS WITH ADVANCED TRAVEL AT A COST NOT TO EXCEED \$350.00.
2. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO SAUNDERS RAMSEY TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT WITH THIS BURN TO OCCUR AT CLAIBORNE AT ADELAIDE PHASE 2 PROPERTY LOCATED ON SOUTH MONTGOMERY ON APPROXIMATELY APRIL 30, 2018.
3. REQUEST PERMISSION TO ACCEPT THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT (HMEP) WHICH WOULD BE USED TO PURCHASE 5 MULTI-GAS DETECTORS, IN THE AMOUNT OF \$22,355.30, HAVING A 20% MATCH IN THE AMOUNT OF \$2,811.33.
4. CONSIDERATION TO ESTABLISH AN EMS DISTRICT/ AMBULANCE SERVICE IN THE CITY LIMITS WITH THESE AMBULANCES TO BE HOUSED, SUPERVISED AND DISPATCHED FROM THE SFD STATIONS.

E. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BENJAMIN OSWALT AS AN ENTRY LEVEL POLICE OFFICER AND MARVIN HUGHES AS A CERTIFIED POLICE OFFICER FOR THE STARKVILLE POLICE DEPARTMENT.
2. CONSIDERATION TO ADOPT THE UNIFORM POLICY FOR THE CITY OF STARKVILLE FOLLOWING DEPARTMENTS: SANITATION, STREET AND STARKVILLE UTILITIES WATER DIVISON.

F. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

G. PARKS

1. REQUEST PERMISSION TO ACCEPT A NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA)/WAL-MART FOUNDATION RURAL COMMUNITIES HEALTHY OUT-OF-SCHOOL TIME GRANT FOR THE AMOUNT OF \$35,000.00, AND APPROVAL FOR THE MAYOR TO SIGN THE REQUIRED MEMORANDUM OF UNDERSTANDING BETWEEN NRPA AND THE CITY OF STARKVILLE.
2. REQUEST PERMISSION TO ALLOW GERRY LOGAN TO ATTEND TRAINING IN WICHITA, KANSAS REQUIRED BY THE NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA)/WAL-MART RURAL

COMMUNITIES HEALTHY OUT-OF-SCHOOL TIME MEAL GRANT PROGRAM, WITH ADVANCE TRAVEL NOT TO EXCEED \$1,000.00, TO BE 100% REIMBURSED TO THE CITY BY THE GRANT.

3. REQUEST PERMISSION TO ALLOW GERRY LOGAN TO ATTEND THE PARKS AND RECREATION SUMMIT CONFERENCE APRIL 23-25, 2018 IN ATLANTA, GEORGIA AT NO COST TO THE CITY.

H. POLICE DEPARTMENT

1. CONSIDERATION TO ALLOW DISPATCHER ERICA RATLIFF, TO ATTEND THE TAC COURSE FOR DISPATCHERS MAY 7 – 11, 2018 IN PEARL MS, AT A TOTAL COST OF \$537.50.
2. CONSIDERATION TO ALLOW CORPORAL SCOTT LOMAX, TO ATTEND THE POLICE MARKSMANSHIP COURSE, WHICH WILL BE HELD MAY 7 – 11, 2018 AT THE DESOTO COUNTY SHERIFF'S OFFICE, AT A TOTAL COST OF \$1104.10.
3. CONSIDERATION TO ALLOW CPL. TYLER DAVIS, OFFICER DAVID FAIR, OFFICER ANTOINE GOLDEN, OFFICER DONTE' THOMAS, AND OFFICER PRINSTON HENDERSON TO ATTEND THE 17TH ANNUAL NATIONAL LAWFIT CHALLENGE IN OLIVE BRANCH, MISS., ON JUNE 7-9, 2018, WITH ADVANCED TRAVEL NOT TO EXCEED \$1,840.00 TOTAL.
4. CONSIDERATION TO ALLOW SGT. KENNY WATKINS TO ATTEND THE 14TH ANNUAL MISSISSIPPI COMMAND COLLEGE, IN OXFORD, MISS., JULY 15-20, 2018 WITH ADVANCE TRAVEL NOT TO EXCEED \$990.00.

I. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

J. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO DECLARE NON-FUNCTIONING WATER METERS SCRAP, REMOVE FROM INVENTORY AND SELL.
2. REQUEST AUTHORIZATION TO RELEASE OLD UTILITY EASEMENTS ACROSS THE COLLEGE VIEW PROJECT.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR TRAILER MOUNTED VACUUM EXCAVATOR.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. LAND ACQUISITION

B. PENDING LITIGATION

XV. OPEN SESSION**XVI. ADJOURN UNTIL MAY 1, 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 – 26:

2. CONSIDERATION OF A RESOLUTION OF ESTABLISHING A REDEVELOPMENT PROJECT AREA PURSUANT TO SECTION 49-35-1 ET SEQ OF THE MISSISSIPPI CODE OF 1972, ANOTATED, AS AMENDED AND PURSUANT TO SECTION 57-91-1 ET SEQ OF THE MISSISSIPPI CODE OF 1972, ANOTATED, AS AMENDED FOR A REDEVELOPMENT PROJECT AREA THAT SHALL BE KNOWN AS THE “MTB PROPERTIES LLC REDEVELOPMENT AREA.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution of establishing a redevelopment project area pursuant to Section 49-35-1 Et Seq of the Mississippi Code of 1972, annotated, as amended and pursuant to Section 57-91-1 Et Seq of the Mississippi Code of 1972, annotated, as amended for a redevelopment project area that shall be known as the “MTB Properties LLC Redevelopment Area” is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI ESTABLISHING A REDEVELOPMENT PROJECT AREA PURSUANT TO SECTION 49-35-1 ET SEQ OF THE MISSISSIPPI CODE OF 1972, ANOTATED, AS AMENDED AND PURSUANT TO SECTION 57-91-1 ET SEQ OF THE MISSISSIPPI CODE OF 1972, ANOTATED, AS AMENDED AND WHICH REDEVELOPMENT PROJECT AREA SHALL BE KNOWN AS THE “MTB PROPERTIES LLC. REDEVELOPMENT AREA”

WHEREAS, the Mayor and Board of Aldermen for the City of Starkville, Mississippi, acting for and on behalf of the City of Starkville, Mississippi, do hereby find and resolve as follows:

WHEREAS, pursuant to Section 49-35-1, et seq of the Mississippi Code of 1972, Annotated, as Amended and which act is entitled “Mississippi Brownfields Voluntary Cleanup and Redevelopment Act” and section 57-91-1, et seq of the Mississippi Code of 1972 Annotated, as Amended and which act is entitled “Redevelopment Act” the City of Starkville, Mississippi has identified on the attached Exhibit “A” as a “Brownfield Property” that is a potential location for redevelopment; and

WHEREAS, the proposed Developer, being MTB Properties, LLC. has requested that the City of Starkville participate in the Brownfield Program for the State of Mississippi through the Mississippi Department of Environmental Quality and the Mississippi Development Authority; and

WHEREAS, pursuant to Section 49-35-3 of the Mississippi Code of 1972, Annotated, as Amended, such participation in the aforesaid project shall be done without the use of taxpayer funds; and

WHEREAS, pursuant to the guidelines for the aforementioned Mississippi Brownfields Voluntary Cleanup and Redevelopment Act, the City is required to resolve that the property as described on the attached "Exhibit A" is a "redevelopment area" and subsequently enter into a Development Agreement with Developer, if needed, and to which the Developer must make an application to the Mississippi Development Authority for the proposed project; and

WHEREAS, the City of Starkville, Mississippi desires to see the property redeveloped in accordance with the existing ordinances and regulations of the City of Starkville, Mississippi and resolves to review the development plan of the Developer, MTB Properties LLC., once the same is presented to the City of Starkville, Mississippi.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi in regard to the proposed redevelopment project of the Developer, MTB Properties LLC., and the Mississippi Development Authority as follows:

Section 1. The Mayor and Board of Aldermen hereby establishes that the area described in the legal description being attached as Exhibit "A", as a "redevelopment area" as required by Section 49-35-3 of the Mississippi Code of 1972, Annotated, as Amended.

Section 2. That the Mayor is authorized to execute a development agreement, if needed, with the developer, MTB Properties LLC., and the Mississippi Development Authority provided that any such agreement does not require the use of any tax payer funds and the Developer shall pay all fees and costs associated with such application.

Section 3. That the Mayor is authorized to execute and the City Clerk to attest to any and all documents necessary to assist the Developer in submission of the application to the Mississippi Development Authority for certification as a redevelopment project area.

Section 4. That the subject matter property described in the attached "Exhibit A" and to which reference is hereby made as if fully copied in words and figures herein. That the City of Starkville, Mississippi does not warrant the accuracy of the attached legal description as the same is for reference only.

So Resolved on April 17th, 2018:

3. CONSIDERATION OF ENTERING INTO A PROFESSIONAL SERVICES CONTRACT, AS APPROVED BY THE CITY ATTORNEY, WITH GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT IN AN AMOUNT NOT TO EXCEED \$28,793 FOR ADMINISTRATIVE SERVICES RELATED TO THE STARKVILLE ROUNDHOUSE ROAD SEWER IMPROVEMENTS PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of entering into a professional services contract, as approved by the City Attorney, with Golden Triangle Planning and Development District in an amount not to exceed \$28,793 for administrative services related to the Starkville Roundhouse Road Sewer Improvements Project” is enumerated, this consent item is thereby approved.

**A RESOLUTION
Selecting the
GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT
To Administer A
Community Development Block Grant (CDBG) Grant
Project Number 1133-17-347-PF-01/1130-17-347-PF-01**

WHEREAS, the City of Starkville has been awarded a Community Development Block Grant referenced above by the Mississippi Development Authority; and

WHEREAS, said Board of Aldermen has determined that it will be in the best interest of the City of Starkville to secure professional services in administration of said project; and

WHEREAS, said Board of Aldermen has determined that the Golden Triangle Planning and Development District is capable of administering said grant in the best interest of the City of Starkville for the following reasons:

The Golden Triangle Planning and Development District has sufficient professional staff to administer the grant in a competent and timely manner;

The Golden Triangle Planning and Development District has experience in successfully administering comparable grants;

The Golden Triangle Planning and Development District has provided acceptable services to the City of Starkville Board of Aldermen over a period of ten years in dealing with intergovernmental programs;

The Golden Triangle Planning and Development District agrees to provide administrative services on a cost reimbursement basis, not to exceed \$28,793 to be derived from the Mississippi Community Development Block Grant.

THEREFORE, BE IT RESOLVED, that the City of Starkville Board of Aldermen does hereby select the Golden Triangle Planning and Development District as Administrator of the above referenced Community Development Block Grant, according to the terms of the contract agreed

upon by the City of Starkville and the Golden Triangle Planning and Development District.

SO ORDERED, this the 17th day of April 2018, by the City of Starkville Board of Aldermen in regular session.

D. Lynn Spruill, Mayor

CONTRACT FOR ADMINISTRATIVE SERVICES
between the
Golden Triangle Planning and Development District, Inc.
and
City of Starkville

THIS CONTRACT, entered into the 17th day April 2018 by and between the City of Starkville, hereinafter referred to as the "Recipient", and the Golden Triangle Planning and Development District, Inc. (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "District".

IT IS HEREBY AGREED that the Recipient has received funding approval under the Mississippi Community Development Block Grant (CDBG) Program, Grant Number 1133-17-347-PF-01 / 1130-17-347-PF-01 from the State of Mississippi, hereinafter referred to as the "State", in the sum of \$266,728 for the purpose of public facility infrastructure improvements (Roundhouse Road Sewer) .

I. Scope of Services

The work to be performed by the District includes services generally performed in the administration of the Mississippi Community Development Block Grant Program (CDBG), including, but not limited to:

- A. Project administration, program general administrative services and financial management services consistent with CDBG program guidelines and policies;
- B. Records maintenance;
- C. Monitoring of compliance with CDBG Fair Labor Standards and Equal Opportunity

Provisions, and preparation of performance reports and close-out documents;

- D. Representation of the Recipient before the State, CDBG, and other governmental agencies concerned with the Mississippi Community Development Block Grant Program; and
- E. Environmental Review Record preparation.

II. Type of Contract

This is a professional services contract and does not include payment for or costs involved in providing the Recipient with legal, audit, appraisal, engineering, surveying, architectural, additional planning services, and labor or materials for demolition and site clearance work of any kind.

III. Services Provided by Recipient to District

The District, through its authorized representatives, shall have access to all files and records relating to this Community Development Block Grant Program. The Recipient shall also furnish normal assistance required for expeditious completion of the work to be done by the District under the term of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

IV. Time of Performance

The administrative services of the District are effective on the 2nd day of October 2017 and will continue until all of Grant Number 1133-17-347-PF-01/1130-17-347-PF-01 activities have been satisfactorily and finally closed out, or may be terminated by either party following thirty (30) days written notice.

V. Compensation

It is agreed that the total compensation to be paid to the District for all services rendered to the Recipient under this contract shall not exceed **\$28,793** to be derived from the Community Development Block Grant funds. Services will include administrative and clerical salaries with attendant fringe and indirect costs, travel at the IRS standard rate, and any incidental direct costs, i.e. office supplies, printing.

VI. Method of Payment

Payment shall be made to the District not less frequently than monthly after receipt by the Recipient of an invoice from the District. Documentation of expenses shown on such invoices will be maintained in the files of the District and available for inspection upon request of all parties involved in this contract.

VII. Terms and Conditions

This contract is subject to and incorporates the provisions of 24 CFR 570.496, any applicable Federal law relating to the Mississippi Community Development Block Grant Program, and Assurances attached to the State of Mississippi Grant Agreement, as well as provisions herein identified as "Part II, Terms and Conditions".

IN WITNESS HEREOF, the City of Starkville Board of Aldermen and the Golden Triangle Planning and Development District, Inc., have executed this Contract by and through their duly authorized officers, signatures and official seals, on the date hereinabove first written.

CITY OF STARKVILLE

Attest:

By: _____
D. Lynn Spruill, Mayor

Lesa Hardin, City Clerk

(SEAL)

GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT, INC.

Attest:

By: _____
Rupert L. "Rudy" Johnson,
Executive Director

(SEAL)

PART II

TERMS AND CONDITIONS

1. Termination of Contract for Cause

If, through any cause, the District shall fail to fulfill in timely and proper manner its obligations under this contract, or if the District shall violate any of the covenants, agreements, or stipulations of this contract, the Recipient shall thereupon have the right to terminate this contract by giving written notice to the District of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or

unfinished documents, data, studies and reports prepared by the District under this contract shall, at the option of the Recipient, become its property, and the District shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the District shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any breach of the contract by the District, and the Recipient may withhold any payments to the District for the purpose of set off until such time as the exact amount of damages due the Recipient from the District is determined.

2. Termination for Convenience of the Recipient

The Recipient may terminate this contract at any time by a notice in writing from the Recipient to the District. If the contract is terminated by the Recipient as provided therein, the District will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the District covered by this contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this contract have been performed upon the effective date of such termination, the District shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the District during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract were terminated due to the fault of the District, compensation would be for hours actually worked upon date of termination in accordance with Schedule of Rates, Part I, Section V.

3. Changes

The Recipient may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation, which are mutually agreed upon by and between the Recipient and the District, shall be incorporated in written amendments to this contract.

4. Energy

This contract is subject to mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Plan, issued in compliance with the Energy Policy and Conservation Act (P. O. 94-163).

5. Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate of any amount except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-

Kickback Act" of June 13, 1934 (48 Stat. 498; 62 Stat. 740; 63 Stat. 198, Title 18, U.S.C., Section 874; and Title 40 U.S.C., Section 276c) and Department of Labor Regulations (29 CFR, Part 2). The District shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for variations of or exceptions from the requirements thereof. The District will meet those specific contract conditions of A-102 not directly addressed in this contract as the Scope of Services may dictate.

6. Equal Employment Opportunity

During the performance of this contract, the District agrees to comply with its approved Affirmative Action Plan and all provisions of Executive order 11246 of September 24, 1975, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor regulations.

7. Interest of Members of the Recipient

No member of the governing body of the Recipient, and no other officer, employee, or agent of the Recipient who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

8. Availability of Books and Records

The Recipient, HUD, the State, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the District which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts. The District shall maintain all records pertaining to this contract for a period of not less than three (3) years.

9. Attachment O, OMB Circular A-102, Assurances

No employee who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, will be paid compensation that exceeds the daily rate of GS-18.

4. CONSIDERATION OF ENTERING INTO A PROFESSIONAL SERVICES CONTRACT, AS APPROVED BY THE CITY ATTORNEY, WITH GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT IN AN AMOUNT NOT TO EXCEED \$30,000 FOR ADMINISTRATIVE SERVICES RELATED TO THE STARKVILLE MILL STREET RECONSTRUCTION AND DRAINAGE IMPROVEMENTS PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the

“approval of entering into a professional services contract, as approved by the City Attorney, with Golden Triangle Planning and Development District in an amount not to exceed \$30,000 for administrative services related to the Starkville Mill Street Reconstruction and Drainage Improvements Project” is enumerated, this consent item is thereby approved.

A RESOLUTION
Selecting the
GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT
To Administer An
Appalachian Regional Commission (ARC) Grant
Project Number MS-18956

WHEREAS, the City of Starkville has been awarded an Appalachian Regional Commission grant referenced above by the Mississippi Development Authority; and

WHEREAS, said Board of Aldermen has determined that it will be in the best interest of the City of Starkville to secure professional services in administration of said project; and

WHEREAS, said Board of Aldermen has determined that the Golden Triangle Planning and Development District is capable of administering said grant in the best interest of the City of Starkville for the following reasons:

The Golden Triangle Planning and Development District has sufficient professional staff to administer the grant in a competent and timely manner;

The Golden Triangle Planning and Development District has experience in successfully administering comparable grants;

The Golden Triangle Planning and Development District has provided acceptable services to the City of Starkville Board of Aldermen over a period of ten years in dealing with intergovernmental programs;

The Golden Triangle Planning and Development District agrees to provide administrative services on a cost reimbursement basis, not to exceed \$30,000 to be derived from the Appalachian Regional Commission funds (\$24,000) and the required 20% local matching funds (\$6,000).

THEREFORE, BE IT RESOLVED, that the City of Starkville Board of Aldermen does hereby select the Golden Triangle Planning and Development District as Administrator of the above referenced Appalachian Regional Commission, according to the terms of the contract agreed upon by the City of Starkville and the Golden Triangle Planning and Development District.

SO ORDERED, this the 17th day of April 2018, by the City of Starkville Board of Aldermen in regular session.

D. Lynn Spruill, Mayor

CONTRACT FOR ADMINISTRATIVE SERVICES
between the
Golden Triangle Planning and Development District, Inc.
and
City of Starkville

THIS CONTRACT, entered into the 17th day April 2018 by and between the City of Starkville, hereinafter referred to as the "Recipient", and the Golden Triangle Planning and Development District, Inc. (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "District".

IT IS HEREBY AGREED that the Recipient has received funding approval under the Mississippi Appalachian Regional Commission (ARC) Program, Grant Number MS-18956 from the State of Mississippi, hereinafter referred to as the "State", in the sum of \$269,055 for the purpose of public facility infrastructure (Mill Street Reconstruction and Drainage Improvements).

I. Scope of Services

The work to be performed by the District includes services generally performed in the administration of the Mississippi Appalachian Regional Commission Program (ARC), including, but not limited to:

- A. Project administration, program general administrative services and financial management services consistent with ARC program guidelines and policies;
- B. Records maintenance;
- C. Monitoring of compliance with ARC Fair Labor Standards and Equal Opportunity Provisions, and preparation of performance reports and close-out documents;
- D. Representation of the Recipient before the State, ARC, and other governmental agencies concerned with the Mississippi Appalachian Regional Commission Program; and
- E. Environmental Review Record preparation.

II. Type of Contract

This is a professional services contract and does not include payment for or costs involved in providing the Recipient with legal, audit, appraisal, engineering, surveying, architectural, additional planning services, and labor or materials for demolition and site clearance work of any kind.

III. Services Provided by Recipient to District

The District, through its authorized representatives, shall have access to all files and records relating to this Appalachian Regional Commission Program. The Recipient shall also furnish normal assistance required for expeditious completion of the work to be done by the District under the term of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

IV. Time of Performance

The administrative services of the District are effective on the 20th day of July 2017 and will continue until all of Grant Number MS-18956 activities have been satisfactorily and finally closed out, or may be terminated by either party following thirty (30) days written notice.

V. Compensation

It is agreed that the total compensation to be paid to the District for all services rendered to the Recipient under this contract shall not exceed **\$30,000** to be derived from the Appalachian Regional Commission funds (\$24,000) and local matching funds (\$6,000). Services will include administrative and clerical salaries with attendant fringe and indirect costs, travel at the IRS standard rate, and any incidental direct costs, i.e. office supplies, printing.

VI. Method of Payment

Payment shall be made to the District not less frequently than monthly after receipt by the Recipient of an invoice from the District. Documentation of expenses shown on such invoices will be maintained in the files of the District and available for inspection upon request of all parties involved in this contract.

VII. Terms and Conditions

This contract is subject to and incorporates the provisions of 24 CFR 570.496, any applicable Federal law relating to the Mississippi Appalachian Regional Commission Program, and Assurances attached to the State of Mississippi Grant Agreement, as well as provisions herein identified as "Part II, Terms and Conditions".

IN WITNESS HEREOF, the City of Starkville Board of Aldermen and the Golden Triangle Planning and Development District, Inc., have executed this Contract by and through their duly authorized officers, signatures and official seals, on the date hereinabove first written.

CITY OF STARKVILLE

Attest:

By: _____
D. Lynn Spruill, Mayor

Lesla Hardin, City Clerk

(SEAL)

GOLDEN TRIANGLE PLANNING AND

DEVELOPMENT DISTRICT, INC.

Attest:

By: _____
Rupert L. "Rudy" Johnson,
Executive Director

(SEAL)

PART II TERMS AND CONDITIONS

1. Termination of Contract for Cause

If, through any cause, the District shall fail to fulfill in timely and proper manner its obligations under this contract, or if the District shall violate any of the covenants, agreements, or stipulations of this contract, the Recipient shall thereupon have the right to terminate this contract by giving written notice to the District of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the District under this contract shall, at the option of the Recipient, become its property, and the District shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the District shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any breach of the contract by the District, and the Recipient may withhold any payments to the District for the purpose of set off until such time as the exact amount of damages due the Recipient from the District is determined.

2. Termination for Convenience of the Recipient

The Recipient may terminate this contract at any time by a notice in writing from the Recipient to the District. If the contract is terminated by the Recipient as provided therein, the District will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the District covered by this contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this contract have been performed upon the effective date of such termination, the District shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the District during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract were terminated due to the fault of the District, compensation would be for hours actually worked upon date of termination in accordance with Schedule of Rates, Part I, Section V.

3. Changes

The Recipient may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount

of the District's compensation, which are mutually agreed upon by and between the Recipient and the District, shall be incorporated in written amendments to this contract.

4. Energy

This contract is subject to mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Plan, issued in compliance with the Energy Policy and Conservation Act (P. O. 94-163).

5. Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate of any amount except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 498; 62 Stat. 740; 63 Stat. 198, Title 18, U.S.C., Section 874; and Title 40 U.S.C., Section 276c) and Department of Labor Regulations (29 CFR, Part 2). The District shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for variations of or exceptions from the requirements thereof. The District will meet those specific contract conditions of A-102 not directly addressed in this contract as the Scope of Services may dictate.

6. Equal Employment Opportunity

During the performance of this contract, the District agrees to comply with its approved Affirmative Action Plan and all provisions of Executive order 11246 of September 24, 1975, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor regulations.

7. Interest of Members of the Recipient

No member of the governing body of the Recipient, and no other officer, employee, or agent of the Recipient who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

8. Availability of Books and Records

The Recipient, HUD, the State, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the District which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts. The District shall maintain all records pertaining to this contract for a period of not less than three (3) years.

9. Attachment O, OMB Circular A-102, Assurances

No employee who exercises any functions or responsibilities in connection with the carrying

out of the program, to which this contract pertains, will be paid compensation that exceeds the daily rate of GS-18.

5. CONSIDERATION OF A FAIR HOUSING RESOLUTION AND DECLARE APRIL AS FAIR HOUSING MONTH FOR THE CITY OF STARKVILLE'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WHICH WILL INSTALL A GRAVITY-FED SEWER COLLECTION SYSTEM WITHIN THE ROUNDHOUSE ROAD AREA.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of Fair Housing Resolution and Declare April as Fair Housing Month for the City of Starkville's Community Development Block Grant (CDBG) which will install a gravity-fed sewer collection system within the Roundhouse Road area" is enumerated, this consent item is thereby approved.

RESOLUTION
Starkville, Mississippi
FAIR HOUSING

LET IT BE KNOWN TO ALL PERSONS OF THE CITY OF STARKVILLE, MISSISSIPPI that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the City of Starkville to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the City of Starkville does hereby pass the following Resolution.

BE IT RESOLVED, that within available resources the City of Starkville will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equality under Federal and State laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City of Starkville shall publicize/post this Resolution and through its publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID CITY OF STARKVILLE, MISSISSIPPI will, at a minimum: 1) adopt and publicize/publicly display the Fair Housing Resolution; 2) post applicable Fair Housing information to the public; 3) declare April as Fair housing Month; and 4) conduct at least one (1) Fair Housing activity during the month of April and document said activity.

EFFECTIVE DATE:

This Resolution shall take effect April 17, 2018.

ATTEST:

Lesa Hardin, City Clerk

D. Lynn Spruill, Mayor

(SEAL)

Fair Housing Month Proclamation

FAIR HOUSING MONTH

WHEREAS, April marks the anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and

WHEREAS, the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and

WHEREAS, vigorous local efforts to combat discrimination can be as effective, if not more so, than Federal efforts; and

WHEREAS, illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all;

NOW, THEREFORE, BE IT RESOLVED,

that in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women, the Board of Aldermen of the City of Starkville, Mississippi, does hereby join in the national celebration by proclaiming

APRIL 2018
as
FAIR HOUSING MONTH

and encourages all agencies, institutions and individuals, public and private, in the City of Starkville to abide by the letter and the spirit of the Fair Housing law.

Signed and sealed this 17th day of April 2018.

Attest: Lesa Hardin, City Clerk

D. Lynn Spruill, Mayor

(SEAL)

6. CONSIDERATION OF AN AFFIRMATIVE MARKETING PLAN RESOLUTION FOR THE MILL STREET RECONSTRUCTION & DRAINAGE IMPROVEMENTS APPALACHIAN REGIONAL COMMISSION (ARC) PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of an Affirmative Marketing Plan Resolution for the Mill Street Reconstruction & Drainage Improvements Appalachian Regional Commission (Arc) Project” is enumerated, this consent item is thereby approved.

RESOLUTION
Starkville, Mississippi
AFFIRMATIVE MARKETING PLAN

WHEREAS, the City of Starkville (City) has commitment to non-discrimination and equal opportunity for all residents and contractors who may benefit from all new constructed or substantially rehabilitated projects through local, state or federal funds. The City has established procedures to affirmatively market units eligible for local, state, federal financial assistance. These procedures are intended to further the objectives of Title VII of the Civil Rights Act of 1968, Executive Order 11063, and the National Affordable Housing Act of 1990; and

WHEREAS, the City believes that individuals of similar economic levels in the same housing market should have available to them a like range of housing choices regardless of their race, color, religion, sex and national origin; and

WHEREAS, the City is committed to the goals of affirmative marketing which will be implemented through a specific set of steps that the City and participation owners will follow. These goals will be reached through the following procedures:

Informing the public and single-family homeowners about federal fair housing laws and affirmative marketing policies. Records will be kept on file describing efforts and results in affirmative marketing.

The City will inform the public and property owners about this policy and fair housing laws: and

WHEREAS, the City will:

Inform the general public by placing public notices to the media, at City Hall, and/or the project area, etc.

Inform owners by placing a public notice in the paper, or at the local banks, the post office and neighborhood churches, etc; meeting with owners individually as a group, holding public hearings and

SO ORDERED BY THE CITY OF STARKVILLE BOARD OF ALDERMAN IN REGULAR SESSION ON THE 17th DAY OF APRIL 2018.

ATTEST:

CITY OF STARKVILLE, MISSISSIPPI

Lesa Hardin, City Clerk

D. Lynn Spruill, Mayor

(SEAL)

7. CONSIDERATION OF A CODE OF STANDARDS OF CONDUCT RESOLUTION FOR THE MILL STREET RECONSTRUCTION & DRAINAGE IMPROVEMENTS APPALACHIAN REGIONAL COMMISSION (ARC) PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a Code of Standards of Conduct Resolution for the Mill Street Reconstruction & Drainage Improvements Appalachian Regional Commission (Arc) Project” is enumerated, this consent item is thereby approved.

RESOLUTION

Starkville, Mississippi

CODE OF STANDARDS OF CONDUCT

On this, the 17th day of April 2018, the above named recipient of federal funds does hereby resolve to comply with regulations set forth in 24 CFR Part 85.36(3) or 84.42, Section 92.356 of

the Final Rule under the Appalachian Regional Commission (ARC) Grant program and Section 25-4-105 of the Mississippi Code of 1972, as amended. Such Code of Standards of Conduct provides that:

No employee, officer, or agent of the recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to recipient's agreements. In resolving to comply with the above stated requirements, we hereby agree to the State of Mississippi's enforcement of the provisions of disciplinary actions prescribed in Section 25-4-109 and 25-4-111 of the Mississippi Code of 1972, as amended, should any of these standards be violated by the recipient's officers, employees, or agents, or by contractors or subcontractors of their agents.

Be it further resolved that the City of Starkville, Mississippi, shall comply with the applicable requirements set forth in 24CFR Part 84.44 or Part 85.36, OMB Circulars A-87, A-122 or A-21 or A-133, and all relevant Community Services Division (CSD) Policy Statements.

The above Resolution was officially adopted and duly recorded in the minutes of the before mentioned recipient.

ATTEST:

Lesa Hardin, City Clerk

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

(SEAL)

8. CONSIDERATION OF THE APPROVAL OF ANY OF THE ALDERMEN AND THE MAYOR TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE'S SUMMER CONFERENCE, BEGINNING JUNE 25, 2018 AND ENDING JUNE 27, 2018, WITH ADVANCE PAYMENT FOR THE CONFERENCE RESERVATION AND ACCOMMODATIONS WITH ADVANCE TRAVEL. VICE MAYOR PERKINS WILL NOT BE ATTENDING.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board

to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “authorization of any of the Aldermen and the Mayor wishing to attend the Mississippi Municipal League’s Summer Conference, beginning June 25, 2018 and ending June 27, 2018, with advance payment for the conference reservation and accommodations with advance travel noting that Vice Mayor Perkins will not be attending” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVAL FOR THE PURCHASE BY THE AIRPORT OF A JOHN DEERE 5100E UTILITY TRACTOR ON STATE CONTRACT IN THE AMOUNT OF \$52,320.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval for the Purchase of a John Deere 5100E Utility Tractor on State Contract #8200037360 (PG 4D CG 22) in the Amount of \$52,320.00” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF PP 18-03 and FP 18-05 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR RESUBDIVIDING +- 0.73-ACRE PARCEL INTO 2 LOTS AT 201 OAKMONT ROAD IN A R-4 ZONE WITH THE PARCEL NUMBER 106E.00.019.00.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of PP 18-03 and FP 18-05 Request for Preliminary and Final Plat approval for resubdividing +- 0.73-acre parcel into 2 lots at 201 Oakmont Road in a R-4 zone with the parcel number 106E.00.019.00 with 5 conditions” is enumerated, this consent item is thereby approved.

The applicant Mike Brent on behalf of Kitty Henry is requesting Preliminary and Final Plat approval for subdividing a +- 0.73-acre parcel into 2 lots. The proposed subdivision is named “Lot #69 and Lot#70 Country Club Estates Re-Subdivision”. The proposed subdivision is located in an R-4 zone. Lot 70 has a proposed acreage of 0.43 and Lot 69 has a proposed acreage of 0.30. The proposed subdivision is located at 201 Oakmont Road. On April 10, 2018, the Planning and Zoning Commission voted unanimously to recommend approval of the Preliminary and Final Plat with the following Recommended 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-4 dimensions.
3. Erosion control vegetation shall be established on all disturbed areas.
4. The applicant shall provide one paper copies of the recorded plat to the City, along with a digital copy in “AutoCAD” format in standard state plane coordinates.
5. 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.

11. CONSIDERATION OF ACCEPTANCE OF THE MARCH FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the March financial statements” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF APPROVAL OF REVERSE AUCTION SERVICE AGREEMENT WITH SOUTHERN PROCUREMENT, LLC FROM APRIL 1, 2018- MARCH 20, 2020.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of a Reverse Auction Service Agreement with Southern Procurement, LLC from April 1, 2018- March 20, 2020" is enumerated, this consent item is thereby approved.

REVERSE AUCTION SERVICE AGREEMENT

THIS REVERSE AUCTION SERVICE AGREEMENT (the "Agreement") dated this 17th day of April, 2018.

BETWEEN:

The City of Starkville, 110 W Main St, Starkville, MS 39759
(the "Client")

- AND -

Southern Procurement, LLC of 33 Court Street, West Point, Mississippi, 39773
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Provide reverse auction services; and
 - Specification research and creation, vendor sourcing, preparation of bid tabulations, and dispossession assistance of existing surplus inventory, if required.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement.

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until March 20th, 2020, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
4. Either Party may terminate this Agreement with or without cause at any time. In the event that either Party wishes to terminate this Agreement prior to March 20th, 2020, that Party will be required to provide 30 days' written notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

6. The Contractor will charge only the winning vendors who participate in a reverse auction for

the Client for the Services as follows (the "Compensation"):

1. Client shall not pay for services. All fees shall be redirected back to winning vendors, at a rate of between 3% and 4% of purchase total.

Confidentiality

7. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
8. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
9. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

10. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
11. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

Return of Property

12. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

13. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

14. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
 - a. The City of Starkville
110 W Main St, Starkville, MS 39759
 - b. Vaughn Blaylock and Southern Procurement Services 33 Court Street, West Point, Mississippi, 39773

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Modification of Agreement

15. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

16. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

17. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

18. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns. This Agreement shall not be assigned without the written approval of the other Party.

Titles/Headings

19. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

20. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law and Venue

21. This Agreement will be governed by and construed in accordance with the laws of the State of Mississippi. Venue for any legal dispute under this Agreement shall be in a court of competent jurisdiction in Oktibbeha County, Mississippi.

Severability

22. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

23. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Workers Compensation

24. Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees, if any. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

Insurance

25. Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement: Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for bodily injury, personal injury, advertising injury, broad form property damage, contractual liability, professional liability and cross-liability.

Indemnification

26. The Contractor shall indemnify, hold harmless, and defend the Client, 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 this Agreement. 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 Client, any other party indemnified hereunder, the Contractor, 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 Client, an alleged breach of an express or implied warranty by the Client or which arises out of any theory of strict or products liability.

Release

27. The Contractor hereby releases, relinquishes and discharges the Client, 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 Agreement whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 17th day of April, 2018.

The City of Starkville, Mississippi

Lesa Hardin
WITNESS: City Clerk / CFO

Per: [Signature]
(Seal) D Lynn Spruill, Mayor



Spanna McFaurin
WITNESS: Grants Coordinator / Deputy Clerk

[Signature]
Vaughn Blaylock and Southern
Procurement, LLC and its Assigns and
Subsidiaries

13. CONSIDERATION TO ALLOW BATT. CHIEF STEWART BIRD TO ATTEND THE MISSISSIPPI PARTNERS PREPAREDNESS SUMMIT CONFERENCE ON MAY 7-10, 2018 IN BILOXI, MS WITH ADVANCED TRAVEL AT A COST NOT TO EXCEED \$350.00.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of Batt. Chief Stewart Bird to attend the Mississippi Partners Preparedness Summit Conference on May 7-10, 2018 in Biloxi, MS with advanced travel, for a cost not to exceed \$350.00 This cost of the conference includes registration, membership fee, hotel room, meals and travel” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO ISSUE A COMMERCIAL BURN PERMIT TO SAUNDERS RAMSEY TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT WITH THIS BURN TO OCCUR AT CLAIBORNE AT ADELAIDE PHASE 2 PROPERTY LOCATED ON SOUTH MONTGOMERY ON APPROXIMATELY APRIL 30, 2018.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval to issue a commercial burn permit to Saunders Ramsey to burn cleared debris associated with a construction project with the burn to occur at Claiborne at Adelaide Phase 2 property located on South Montgomery” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO ACCEPT THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT (HMEP) WHICH WOULD BE USED TO PURCHASE 5 MULTI-GAS DETECTORS, IN THE AMOUNT OF \$22,355.30, HAVING A 20% MATCH IN THE AMOUNT OF \$2,811.33.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept the Hazardous Materials Emergency Preparedness Grant (HMEP) in the amount of \$22,355.30 with this being a 20% match grant, which would be used to purchase 5 multi-gas detectors, in the amount of \$2,811.33” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE BENJAMIN OSWALT AS AN ENTRY LEVEL POLICE OFFICER AND MARVIN HUGHES AS A CERTIFIED POLICE OFFICER FOR THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Benjamin Oswalt as an Entry Level Police Officer and Marvin Hughes as a Certified Police Officer for the Starkville Police Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO ACCEPT A NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA)/WAL-MART FOUNDATION RURAL COMMUNITIES HEALTHY OUT-OF-SCHOOL TIME GRANT FOR THE AMOUNT OF \$35,000.00, AND APPROVAL FOR THE MAYOR TO SIGN THE REQUIRED MEMORANDUM OF UNDERSTANDING

BETWEEN NRPA AND THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept a National Recreation and Parks Association (NRPA)/Wal-Mart Foundation Rural Communities Healthy Out-of-School Time grant for the amount of \$35,000.00, and approval for the Mayor to sign the required Memorandum of Understanding between NRPA and the City of Starkville” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO ALLOW GERRY LOGAN TO ATTEND TRAINING IN WICHITA, KANSAS REQUIRED BY THE NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA)/WAL-MART RURAL COMMUNITIES HEALTHY OUT-OF-SCHOOL TIME MEAL GRANT PROGRAM, WITH ADVANCE TRAVEL NOT TO EXCEED \$1,000.00, TO BE 100% REIMBURSED TO THE CITY BY THE GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval to allow Gerry Logan to attend training in Wichita, Kansas required by the National Recreation and Parks Association (NRPA)/Wal-Mart Rural Communities Healthy Out-Of-School Time Meal Grant Program, with advance travel not to exceed \$1,000.00” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO ALLOW GERRY LOGAN TO ATTEND THE PARKS AND RECREATION SUMMIT CONFERENCE APRIL 23-25, 2018 IN ATLANTA, GEORGIA AT NO COST TO THE CITY.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of Gerry Logan to attend the Parks and Recreation Summit Conference April 23-25, 2018 in Atlanta, Georgia at no cost to the City” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO ALLOW DISPATCHER ERICA RATLIFF, TO ATTEND THE TAC COURSE FOR DISPATCHERS MAY 7 – 11, 2018 IN PEARL MS, AT A TOTAL COST OF \$537.50.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of Dispatcher Erica Ratliff to attend the TAC Course for dispatchers, in Pearl MS, May 7 – 11, at a total cost of \$537.50” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO ALLOW CORPORAL SCOTT LOMAX, TO ATTEND THE POLICE MARKSMANSHIP COURSE, WHICH WILL BE HELD MAY 7 – 11, 2018 AT THE DESOTO COUNTY SHERIFF’S OFFICE, AT A TOTAL COST OF \$1104.10.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of Corporal Scott Lomax, to attend the Police Marksmanship Course, which will be held May 7 – 11 at the Desoto County Sheriff’s Office, at a total cost of \$1104.10” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO ALLOW CPL. TYLER DAVIS, OFFICER DAVID FAIR, OFFICER ANTOINE GOLDEN, OFFICER DONTE' THOMAS, AND OFFICER PRINSTION HENDERSON TO ATTEND THE 17TH ANNUAL NATIONAL LAWFIT CHALLENGE IN OLIVE BRANCH, MISS., ON JUNE 7-9, 2018, WITH ADVANCED TRAVEL NOT TO EXCEED \$1,840.00 TOTAL.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of Cpl. Tyler Davis, Officer David Fair, Officer Antoine Golden, Officer Donte' Thomas, and Officer Prinstion Henderson to attend the 17TH Annual National Lawfit Challenge in Olive Branch, Miss., on June 7-9, 2018, with advanced travel not to exceed \$1,840.00 total" is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO ALLOW SGT. KENNY WATKINS TO ATTEND THE 14TH ANNUAL MISSISSIPPI COMMAND COLLEGE, IN OXFORD, MISS., JULY 15-20, 2018 WITH ADVANCE TRAVEL NOT TO EXCEED \$990.00.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of Sgt. Kenny Watkins to attend the 14th Annual Mississippi Command College, in Oxford, MS, July 15-20, 2018, with advance travel not to exceed \$990.00" is enumerated, this consent item is thereby approved.

24. CONSIDERATION TO DECLARE NON-FUNCTIONING WATER METERS SCRAP, REMOVE FROM INVENTORY AND SELL.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval to declare non-functioning water meters scrap, remove from inventory and post on GovDeals for sale" is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO RELEASE OLD UTILITY EASEMENTS ACROSS THE COLLEGE VIEW PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval to release old utility easements across the College View Project" is enumerated, this consent item is thereby approved.

SPACE ABOVE THIS LINE FOR RECORDING PURPOSES

PREPARED BY AND RETURN TO:

Brett A. Schubert, Esq. (MSB #102005)
MARTIN, TATE, MORROW & MARSTON, P.C.
6410 Poplar Avenue, Suite 1000, Tower II
Memphis, Tennessee 38119
(901) 522-9000

City of Starkville, Mississippi
101 Lampkin Street, City Hall
Starkville, MS 39759
(662) 324-4011
Grantor/Releaser

Mississippi State University
of Agriculture and Applied Science
P.O. Box 9720
Miss. State, MS 39762
(662) 325-3221
Grantee/Beneficiary

INDEXING INSTRUCTIONS: In the Southeast Quarter of Section 35, Township 19 North, Range 14 East and also in the Northeast Quarter of Section 2, Township 18 North, Range 14 East, City of Starkville, Oktibbeha County, Mississippi.

RELEASE OF EASEMENTS

This Release of Easements (“Release”) is made by the City of Starkville, Mississippi (the “City”) for the benefit of Mississippi State University of Agriculture and Applied Science (“MSU”), and is effectively dated the ___ day of _____, 2018.

RECITALS

WHEREAS, by and through that certain deed of record, dated April 7, 1880, at Book 33, Page 451, in the Oktibbeha County, Mississippi Chancery Clerk’s Office (“Clerk’s Office”), and that deed of record, dated October 2, 1882, at Book 43, Page 1, in the Clerk’s Office, MSU was vested in fee simple title to the real property (“Property”) more particularly described on **Exhibit A** hereto; and

WHEREAS, by and through that certain easement, dated January 6, 1941, of record at Book 214, Page 345 in the Clerk’s Office, MSU granted the City that certain therein described easement (“Power Line Easement”); and

WHEREAS, by and through that Grant of Transmission Line Easement (“Transmission Line Easement”), dated December 1, 1961, of record at Book 334, Page 343 in the Clerk’s Office, MSU granted the United States of America (“USA”) those certain easements and rights of way described therein, among which the property described under the heading “Tract No. WPSR-5” is within the description of the Property; and

WHEREAS, by and through that certain Deed and Bill of Sale Made By United States of America and Tennessee Valley Authority to City of Starkville, Mississippi (“Assignment”), effectively dated December 24, 1994, incorporated herein by reference and recorded at Book 2005, Page 6871 in the Clerk’s Office, the USA and the Tennessee Valley Authority sold all of the easements, rights of way, and interests described therein, including, without limitation, the Transmission Line Easement, to the City; and

WHEREAS, the City is the present the owner and holder of all of the rights of way, easements, and interests conveyed to it by and through the Assignment, including, without limitation, the Transmission Line Easement; and

WHEREAS, the City enters into this Release to: (i) release the Power Line Easement; (ii) acknowledge and affirm its ownership of all of the rights of way, easements, and interests conveyed to it by and through the Assignment; and (iii) acknowledge the record abandonment and termination of all rights of way, easements, and interests, if any, that affect the Property and which were granted to it by virtue of the Assignment, excluding only the Transmission Line Easement.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City does hereby forever remise, release, relinquish, and abandon any and all right, title, and interest it has in, of, and to the Power Line Easement and to the Property arising by virtue of the Assignment (except for the Transmission Line Easement), and to that end does hereby quitclaim, bargain and convey any and all interest it has in, of, and to the Property by virtue of the Power Line Easement and the Assignment (except for the Transmission Line Easement) unto MSU, and its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the City of Starkville, Mississippi has hereunto set its hand (or caused its name to be signed hereto by and through its proper officer duly authorized so to do) as of the effective date first written above.

City of Starkville, Mississippi

By: _____
Name:
Title:

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the _____ of the City of Starkville, Mississippi, the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of the City of Starkville, Mississippi by himself as such officer as a free act and deed.

WITNESS my hand and seal at office this _____ day of _____, 2018.

Notary Public

My commission expires:

EXHIBIT A

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, using a combined factor of 0.999954528 and a convergence angle of +00°01'07".

A parcel of land containing 34.26 acres, more or less, and being situated in the Southeast Quarter of Section 35, Township 19 North, Range 14 East and also in the Northeast Quarter of Section 2, Township 18 North, Range 14 East, City of Starkville, Oktibbeha County, MS and being more particularly described as follows:

Commence at a concrete monument with brass disk stamped "28" found at the northwest corner of Lot 31 of Block 28 of the A.L. Goodman Official Map of the City of Starkville, said monument having MS State Plane Coordinates of N:1441266.01, E:993995.16; thence run N 00°03'00" W for a distance of 514.58 feet to a found 1/2" rebar, said rebar having MS State Plane Coordinates of N:1441780.59, E:993994.72 and being 28.3 feet northerly of the centerline of College View Street as measured perpendicular to said centerline, said rebar also being the **POINT OF BEGINNING** of the herein described parcel.

From said **POINT OF BEGINNING**, thence run S 69°41'50" E for a distance of 76.34 feet to a set 1/2" rebar; thence run southeasterly on and along the arc of a curve to the right to a set 1/2" rebar, said curve having a radius of 2899.50 feet, an arc length of 556.47 feet, a chord bearing of S 64°11'53" E, a chord length of 555.61 feet, and a delta angle of 10°59'46"; thence run S 58°42'00" E for a distance of 205.94 feet to a PK Nail set on the west right of way line of Highway 12; thence run N 31°18'00" E along said right of way line for a distance of 41.32 feet to a set 1/2" rebar; thence, continuing along said right of way line, run S 60°35'05" E for a distance of 466.52 feet (a concrete right of way monument is found S 60°35'05" E 0.70 feet from corner); thence, continuing along said right of way line, run northerly on and along the arc of a curve to the left to a found concrete right of way monument, said curve having a radius of 2704.79 feet, an arc length of 748.36 feet, a chord bearing of N 00°50'37" E, a chord length of 745.98 feet, and a delta angle of 15°51'09"; thence, continuing along said right of way line, run N 05°41'50" E for a distance of 207.95 feet (a 1" rebar is found N 75°58'45" E 1.36 feet from corner); thence, continuing along said right of way line, run N 07°04'57" W for a distance of 275.17 feet (a 1/2" rebar is found N 89°30'50" E 0.99 feet from corner); thence, continuing along said right of way line, run S 82°55'03" W for a distance of 12.00 feet to a set 1/2" rebar; thence, continuing along said right of way line, run northwesterly on and along the arc of a curve to the left to a 1/2" rebar set on the south right of way line of Highway 182, said curve having a radius of 428.22 feet, an arc length of 652.11 feet, a chord bearing of N 50°42'31" W, a chord length of 590.90 feet, and a delta angle of 87°15'07"; thence

run S 87°14'49" W along said south right of way line for a distance of 247.35 feet to a found 1/2" rebar; thence, continuing along said south right of way line, run S 82°56'43" W for a distance of 461.37 feet to a pipe found on the east line of the East End Land and Improvement Company Subdivision, First Addition (Deed Book 208 at Page 387); thence, leaving said south right of way line, run S 00°03'00" E along the east line of said subdivision and also along the east line of Block 2 of College View Subdivision Number 2 (Plat Book 1 at Page 3 or Slide 1) for a distance of 960.93 feet back to the **POINT OF BEGINNING**, and containing 34.26 acres, more or less.

26. CONSIDERATION TO ADVERTISE FOR TRAILER MOUNTED VACUUM EXCAVATOR.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the April 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a trailer mounted vacuum excavator” is enumerated, this consent item is thereby approved.

27. CONSIDERATION OF THE MINUTES OF THE APRIL 3, 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 Little, to approve the April 3, 2018 minutes, as amended, 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: Yea
Alderman Jason Walker	Voted: Nay
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Nay

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

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill listed the upcoming Super Bulldog Weekend events which begin Thursday, April 19, with the Clydesdales. Friday will be the Hail State Family Event on Main Street followed by the Cotton District Arts Festival on Saturday. There will also be many various sports events on the MSU campus throughout the weekend. She invited everyone to attend as many of the events as possible.

BOARD OF ALDERMEN COMMENTS: Alderman Vaughn noted the Starkville High School Girls Basketball Team should be recognized soon by the City for their State championship. Alderman Carver asked Gerry Logan to give an update on the Wal-Mart grant received which will be a summer food program at the park.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that safety is important and that cracks in streets can be dangerous to people, especially those who have difficulty walking. He asked that the Hwy 12 U Turns be explained to the public.

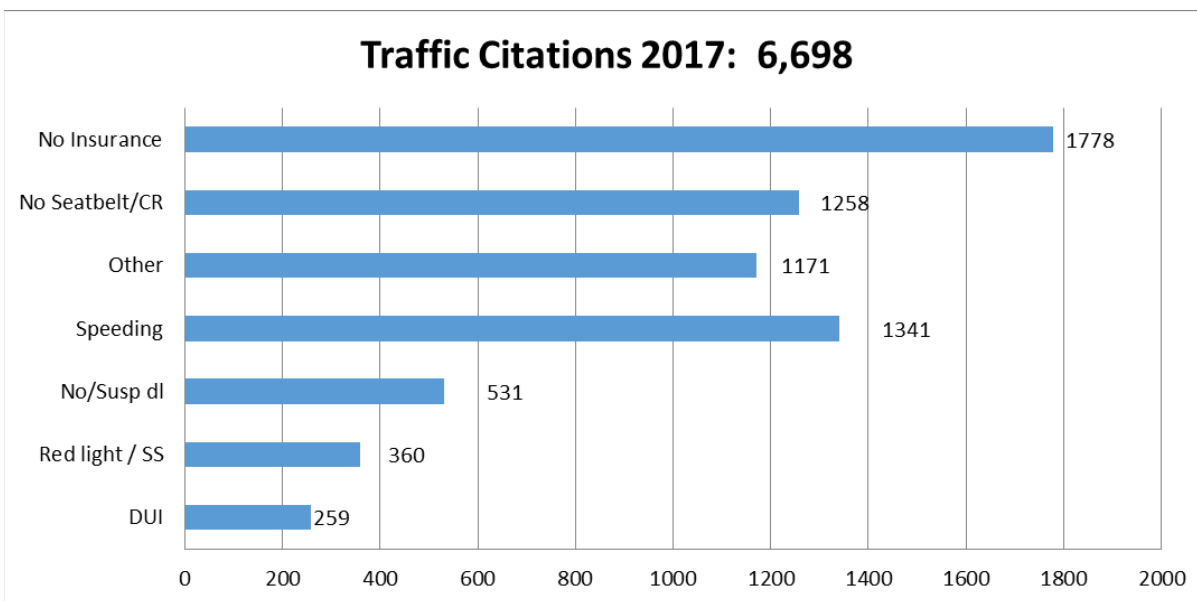
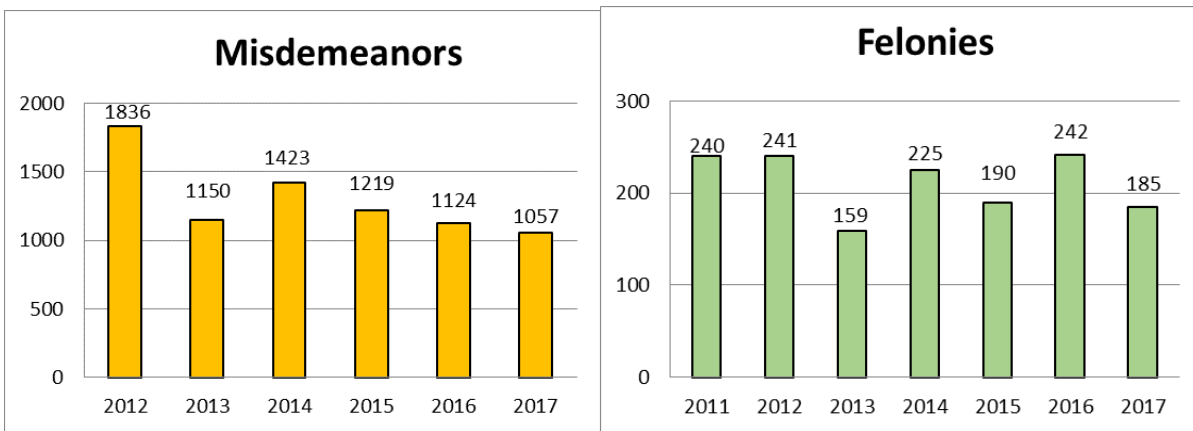
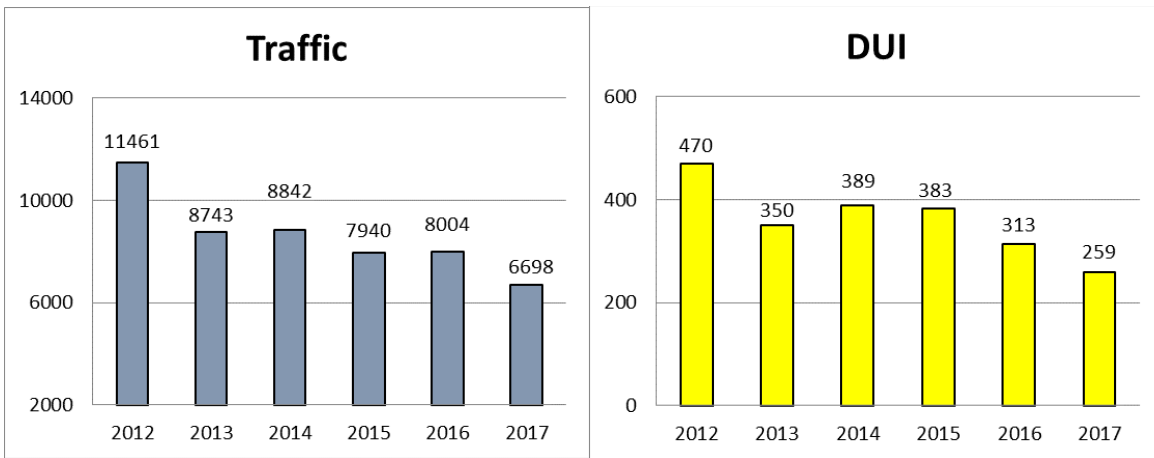
Jason Robertson of the Mayor’s Youth Council spoke about the recent conference held at Jackson State University and thanked the Mayor and Board for their support.

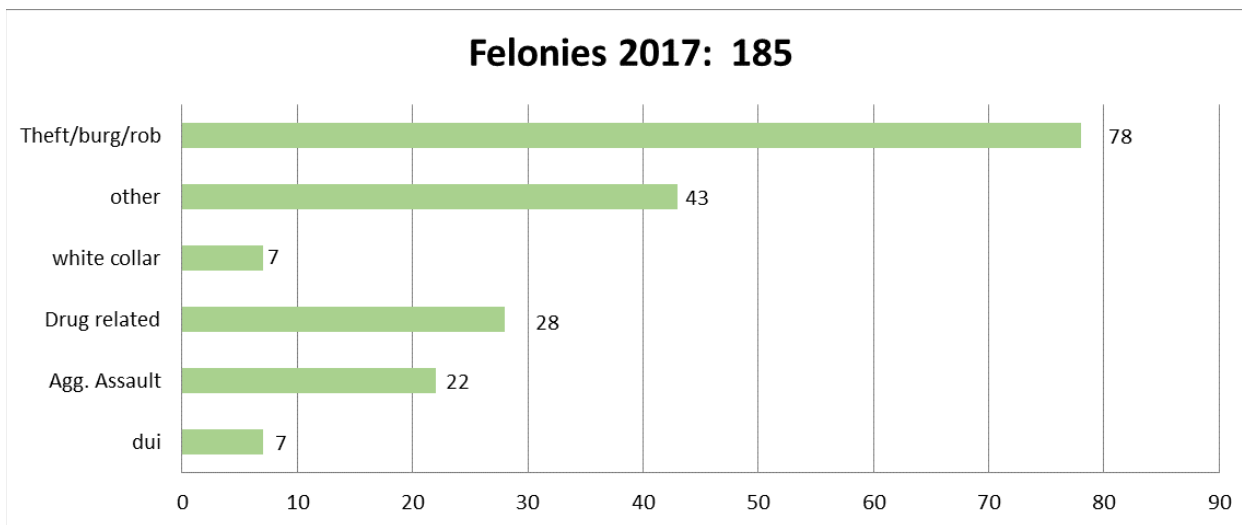
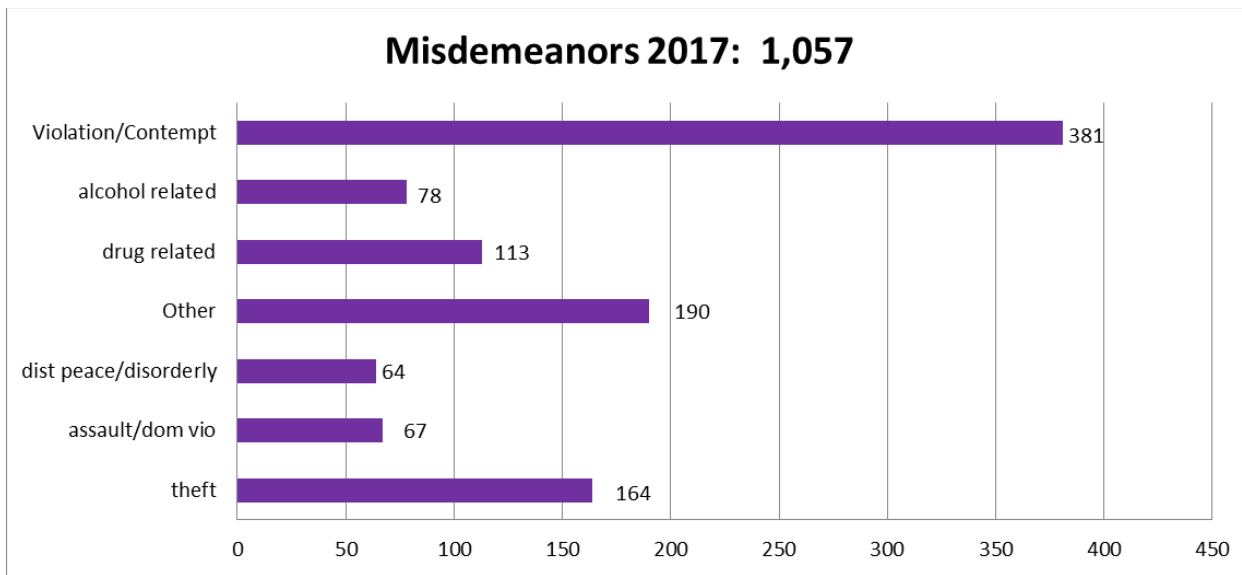
Dr. Andrew Stevens spoke as to his concern with the City seeking outside EMS providers and the possible loss of revenue to OCH. He asked that more details be presented and that the Board not be in a rush to award a contract to any group without exploring all options.

Johnny Moore, along with the Starkville Housing Authority, presented a proposed project to construct a new public housing project in Ward 7 for the residents of Pecan Acres and to ask the Federal Government to deed the current Pecan Acres neighborhood back to the City of Starkville for future development. He noted he would come back before the Board when there are more plans to present.

PUBLIC APPEARANCES:

MUNICIPAL COURT ANNUAL REPORT: Judge Rodney Faver and Court Clerk Shalonda Sykes presented the annual report of court activity. Judge Faver thanked the City for the facilities and noted the smooth transition since Tony Rook left after being elected Circuit Clerk.





ALVIN TURNER: Mr. Turner asked that everyone be respectful of each other. Outsiders are looking in and should see Starkville as a peaceful place. He asked that everyone treat others as they would want to be treated.

Chief Nichols explained U-Turns on Hwy 12 and that they can be made anywhere there is not a sign prohibiting a U-Turn.

PUBLIC HEARING:

PUBLIC HEARING OF AMENDING THE CITY ALCOHOL ORDINANCE RELATING TO OPEN CONTAINERS FOR SPECIAL EVENTS

Mayor Spruill read the proposed amendment to the City Alcohol Ordinance relating to open containers for Special Events. She then opened the Public Hearing for Comments.

ORDINANCE NUMBER 2018-__**AN ORDINANCE AMENDING THE CITY'S ORDINANCE RELATED TO ALCOHOLIC BEVERAGES TO ALLOW FOR OPEN CONTAINERS OF BEER AND LIGHT WINE ON PUBLIC PROPERTY IN CONNECTION WITH SPECIAL EVENTS AND FESTIVALS APPROVED BY THE STARKVILLE BOARD OF ALDERMEN**

WHEREAS, in 1977, the City of Starkville, Mississippi (the "City") adopted an ordinance governing alcoholic beverages pursuant to Miss. Code Ann. § 67-1-1, *et seq.* (1972, as amended) and Miss. Code Ann. § 67-3-1, *et seq.* (1972, as amended);

WHEREAS, in 2005, the City amended its alcoholic beverage ordinance to prohibit open containers of beer or light wine on public property;

WHEREAS, since 2005, the City has grown into a desired and premiere location for outdoor special events and festivals;

WHEREAS, the allowance of open containers of beer and light wine at outdoor special events and festivals would promote quality of life and economic development in the City and increase the common good and general welfare of its citizens; and

WHEREAS, the Mayor and Board of Aldermen find that it is in the best interest of the City of Starkville to amend its City Ordinance, Chapter 10, Article II, Sec. 10-41, to allow open containers of beer and light wine on public property in connection with outdoor special events and festivals that are expressly approved by the Starkville Board of Aldermen.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville that City Ordinance Chapter 10, Article II, Sec. 10-41, is amended as follows (with amendments in italics):

Sec. 10-41 - Open Containers Prohibited on Public Property

(a) It shall be unlawful for any person to possess an open container of beer or light wine on public property, including buildings, parking lots, sidewalks, streets, and parks within the municipal boundaries of the City of Starkville.

(b) Notwithstanding the foregoing, it shall be lawful for any person to possess an open container of beer or light wine on public property within the boundaries of an outdoor special event or festival expressly approved by the Starkville Board of Aldermen upon written application.

This Ordinance shall amend the City of Starkville duly adopted Code of Ordinances, Chapter 10, Alcoholic Beverages, Article II, Section 10-41.

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

Alvin Turner and Dorothy Isaac both spoke against.

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

28. UPDATE ON ROUNDHOUSE ROAD WASTEWATER STATUS

Phylis Benson of the Golden Triangle Planning and Development District updated the Mayor and Board on the progress of the Roundhouse Road wastewater improvements. Environmental review has been completed and clearance to proceed was received April 15. There is an estimate of sixty days needed to complete the plans and advertise the project. The goal is to fully complete the project by the end of the year so that the City would be eligible to apply for the next round of CDBG grants.

29. CONSIDERATION OF APPROVAL OF A MINORITY AND WOMEN-OWNED BUSINESS (MBE/WBE) RESOLUTION FOR THE MILL STREET RECONSTRUCTION & DRAINAGE IMPROVEMENTS APPALACHIAN REGIONAL COMMISSION (ARC) PROJECT.

At the request of Alderman Vaughn, Phylis Benson, GTPDD, explained the Resolution and how the goals are set and the ways in which these goals are met. Alderman Walker offered a motion to approve a Minority and Women-Owned Business (MBE/WBE) Resolution for the Mill Street Reconstruction & Drainage Improvements Appalachian Regional Commission (ARC) Project. Alderman Miller seconded the motion and the Board voted as follows:

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

RESOLUTION
Starkville, Mississippi

ESTABLISHING GOALS FOR MINORITY AND WOMEN-OWNED
BUSINESS PARTICIPATION

WHEREAS, Starkville, Mississippi has received an Appalachian Regional Commission (ARC) Grant from the Mississippi Development Authority, Community Services Division; and

WHEREAS, a requirement of the ARC program is that the City of Starkville establish goals for the participation of Minority-Owned and Operated Business Enterprises (MBEs) and Woman-Owned and Operated Business Enterprises (WBEs) in the implementation of its ARC project; and

NOW THEREFORE BE IT RESOLVED that the Starkville Board of Aldermen adopts the goal of 10% participation by MBEs and 5% participation by WBEs in the implementation of its ARC project.

ADOPTED this the 17th day of April 2018.

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(SEAL)

30. CONSIDERATION OF BOARD AND ADMINISTRATIVE BUDGET PROCEDURES FOR FY 2019.

Alderman Miller offered a motion to adopt the following fiscal year 2019 budget timeline. Alderman Sistrunk seconded the motion and the Board voted as follows:

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

2018 (FY 2019) Budget Timeline:

June 1 – deadline for organizations to submit donation requests – we will mail out packages to those that have applied in the past by May 1.

June 15 – will have May balanced and closed (66% of current year complete) and can begin budget worksheet preparation.

July 6 – have worksheets to Dept Heads with payroll and loans, etc entered.

July 16 thru 31– budget work sessions as set by Board of Aldermen and / or Budget Chairman

August 7 (and / or August 21)– hold public hearing on budget and tax levy.

September 4 – adopt budget and tax levies (if not adopted at budget hearing)

September 15 – deadline to adopt budget and tax levies (if not adopted at budget hearing)

September 30 – deadline to publish budget and tax levy one time each.

31. CONSIDERATION OF THE SPECIAL EVENT “HAIL STATE FAMILY PARTY” TO BE HELD FRIDAY, APRIL 20, 2018.

Alderman Walker offered a motion to approve a Special Event Hail State Family Party in appreciation for the Mississippi State University Woman’s Basketball team on Friday, April 20, 2018, City Hall Plaza, 4:30 PM, with the City providing in-kind services, Alderman Sistrunk seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman 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 THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of April 10, 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: 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.

General Fund	001	\$ 149,256.17
Airport Fund	015	22,045.04
Sanitation	022	44,037.37
Landfill	023	57.00
Industrial Park Bond	303	56,668.25
Capital Improv Projects	319	41,344.20
Sub Total Before Utilities		\$ 313,408.03
Utilities Dept.	SED	690,391.63
Total Claims FY 2017	Total	\$ 1,003,799.66

33. CONSIDERATION TO ESTABLISH AN EMS DISTRICT/ AMBULANCE SERVICE IN THE CITY LIMITS WITH THESE AMBULANCES TO BE HOUSED, SUPERVISED AND DISPATCHED FROM THE SFD STATIONS.

Alderman Carver offered a motion that any and all EMS providers, including OCH, be invited to present applications to the City for the May 1, 2018 Board meeting and appear before the Board of Aldermen during that meeting to present their case to be selected by the City to be the City's EMS district provider. Alderman Vaughn seconded the motion and the Board voted as follows:

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

34. CONSIDERATION TO ADOPT THE UNIFORM POLICY FOR THE CITY OF STARKVILLE FOLLOWING DEPARTMENTS: SANITATION, STREET AND STARKVILLE UTILITIES WATER DIVISION.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to adopt the Uniform Policy for the City of Starkville City of Starkville following departments: Sanitation, Street and Starkville Utilities.

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: Yea

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

UNIFORM POLICY FOR THE CITY OF STARKVILLE

PURPOSE:

To establish consistent policies for the issuance and care of uniforms for City of Starkville employees.

OBJECTIVE:

To reduce unnecessary expenditures for uniforms, while providing standards for supplying readily identifiable uniforms to City employees while working in jobs with significant amounts of contact with the general public.

CONSISTENT DEPARTMENTAL USE OF UNIFORM:

All employees, as determined by the Department Head, shall arrive to work wearing their standard issued uniform. If an employee is not wearing their uniform, or if their uniform is in an unpresentable state, or if they are wearing components (shirts, hats, etc.) that are not consistent with the standard uniform, they may be discharged on leave for the entirety of the day, at the discretion of the Department Head or their designee.

ISSUANCE OF UNIFORM:

The City of Starkville will initially furnish uniform items consistent with the need of the department based upon the job functions of the employees' positions. Uniforms will be requisitioned for new employees at the time of their employment. Issued uniform items may consist of the following:

- A. One (1) Jacket
- B. Six (6) Pants
- C. Six (6) Industrial Work Shirts (The employee may decide on short or long sleeve)
- D. City issued T-shirts
- E. Cold Weather Clothing (Employee can choose either: a.) 1 pair of insulated coveralls or b.) a bib overalls and jacket combo)

Other items that may be provided at the discretion of the Department Head and/or Mayor:

- a. One (1) Head Gear
- b. Protective footwear(based on Department)
- c. City issued T-shirts
- d. Any other item that the department determines is necessary for the safe performance of the employees' positions such as personal protective equipment, including, but not limited to, rain coats, appropriate safety footwear, and headgear designed to protect the wearer from sun exposure/damage. Employees whose positions do not qualify for the issuance of a uniform may, on occasion, qualify for the issuance of safety footwear or headgear if the essential functions of their job require them engage in duties at locations requiring such safety gear.

The City of Starkville employees may be required in some departments to wear protective footwear. In those instances and upon approval by the Department Head, an initial issue of safety footwear may be made for all new hires at the city's expense, as determined by the Department Head. The employee shall be responsible for any minor repairs that necessary to keep such footwear in a serviceable condition. In the event such footwear becomes unserviceable in the first two years, to the point that replacement footwear is needed, the unserviceable pair footwear will be at the employee's expense. After a period of 24 months from initial issue date, employees who are eligible for safety shoes may purchase one (1) new pair of safety footwear at the City of expense and upon the approval of the Department Head. The maximum allowed purchase price shall be \$75.00 and must be selected from a pre-approved set of footwear options. No other options will be paid for by the City unless an extenuating circumstance exists. The City will purchase the footwear and is not providing a footwear "allowance" which the employee can supplement if an unapproved footwear exceeds the maximum purchase price.

CLEANING:

Employees are expected to report to work in a professional and presentable manner which includes wearing a clean and undamaged set of the standard issued uniform. The employee is responsible for the care and cleaning of their work clothes. No employee will be reimbursed or provided an allowance for the cleaning of his/her work apparel, whether or not the employee wears a uniform. An employee shall not wear soiled, old, worn, damaged or otherwise improper uniforms. The employee's immediate supervisor will determine whether an employee's uniform is clean and serviceable at the beginning of the work day or shift.

REPLACEMENT:

The City Department Head will be the sole judge as to whether a uniform is serviceable and will replace uniforms when, in the City's judgment, they are no longer acceptable for use on the job. Should the uniform be purposefully damaged, damaged from a avoidable incident during working hours or damaged during non-working hours, it will be the employees responsibility to replace it at no cost to the City.

OFF DUTY:

Employees will not wear city-issued uniforms, including any issued hat, for other than City work. However, uniforms may be worn to and from work, including any incidental stops that may occur while on the way to and from work (examples include basic errands such as trips to the bank or grocery store) and while performing specific assigned or approved functions. Employees shall not wear the uniforms, including any issued hat, while purchasing, carrying, or drinking alcohol.

DISPOSITION OF UNIFORMS UPON DEPARTURE OF EMPLOYEE:

When an employee leaves the employment of the City of Starkville, voluntarily or involuntarily, the employee shall return any City purchased uniforms and materials to the department prior to receiving final compensation upon separation of employment.

Uniforms turned in for this purpose must be cleaned and turned in prior to release of final paycheck. Once uniforms and materials have been turned in by separated employee, a staff member will contact the Department Head or designee that their division has uniforms to pick up for assessment of future use.

MODIFICATION OF UNIFORM POLICY:

This policy is an administrative policy and may be modified from time to time by the Department Head and/or the Mayor.

DISCIPLINARY ACTIONS:

Disciplinary action is necessary from time to time in order for the City to operate in an effective and efficient manner. Disciplinary action, up to and including termination, may be taken for causes relating to the Uniform Policy, as outlined in the City of Starkville Policy Manual.

POLICY ACKNOWLEDGEMENT

I, _____ have read the City of Starkville Uniform Policy. By signing this statement, I agree to wear the City of Starkville issued uniform at all times while at work. I will not wear it for personal or recreational purposes. Failure to adhere to the policy shall lead to progressive discipline and possible termination. Upon separation from the Department, I will surrender all uniforms.

Employee Signature _____

Date _____

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 Sistrunk, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman 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 POSSIBLE LAND ACQUISITION AND PENDING LITIGATION.

Alderman Little offered a motion to enter Executive Session for the purpose of discussion of possible land acquisition regarding the Parks and pending litigation involving the Industrial Park, Starkville P.R.I.D.E. and the Landfill on a finding that the proposed topics qualified for Executive Session. Following a second by Alderman Walker, the Board voted as follows to enter Executive Session:

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

Having received an 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 discussion of possible land acquisition regarding the Parks and pending litigation involving the Industrial Park, Starkville P.R.I.D.E. and the Landfill on a finding that the proposed topics qualified for Executive Session.

At this time, the Board entered Executive Session.

37. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to return to Open Session, the Board voted as follows:

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

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 not taken action in Executive Session.

38. MOTION TO ADJOURN UNTIL MAY 1, 2018.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn the meeting until May 1, 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: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)