

**MINUTES OF THE REGULAR MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
The City of Starkville, Mississippi  
April 3, 2018**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on April 3, 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 Walker** requested Item X. 2.: Appointment of School Board Member be removed from Consent.

**Mayor Spruill** asked to remove Land Acquisition from Executive Session and to replace with Pending Litigation.

**Alderman Perkins** requested the following items be removed from Consent:

- X. 1. – Update of Special Event Policy
- XI. G. 1. – Hiring of a Digital Media Intern for General City
- XI. G. 4. – Hiring of part time assistants in Park and Recreation department
- XI. G. 6. – Hiring of Civil Engineer Co-op
- XI. G. 7. – Advertise Park and Recreation Executive Director position
- XI. G. 8. – Hiring of a Digital Media Intern for Starkville Utilities

**Alderman Vaughn** requested items IV - Minutes of March 16 and XI. B. 2. b. “Historic Preservation Boot Camp” be removed from Consent.

**Alderman Miller** requested item XI. I. 1.: Travel to Soccer Premier Cup 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 Miller offered a motion, duly seconded by Alderman Carver, to approve the April 3, 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  
REGULAR MEETING OF TUESDAY, April 3, 2018  
5:30 P.M., COURT ROOM, CITY HALL  
110 WEST MAIN STREET**

**CONSENT AGENDA ITEMS ARE HIGHLIGHTED**

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE MARCH 16, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

**CONSIDERATION OF THE MINUTES OF THE MARCH 20, 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 APPEARANCES**

DOROTHY ISAAC – ISSUES IN THE COMMUNITY

- VIII. PUBLIC HEARING**

- IX. MAYOR'S BUSINESS**

- X. BOARD BUSINESS**

1. CONSIDERATION OF TASKING THE COMMUNITY DEVELOPMENT STAFF TO REVIEW AND UPDATE THE CURRENT SPECIAL EVENT POLICY.

2. CONSIDERATION OF APPOINTMENT OF SUMNER DAVIS TO THE VACANT POSITION OF SCHOOL BOARD MEMBER FOR THE TERM ENDING MARCH 2022.

- XI. DEPARTMENT BUSINESS**

A. AIRPORT

- 1. REQUEST APPROVAL OF THE LEASE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY REGARDING THE SOUTH BAY OF THE SOUTH HANGAR ON GEORGE M. BRYAN FIELD, STARKVILLE MS.**

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

2. PLANNING

a. REQUEST APPROVAL OF CONSIDERATION OF AWARDING THE MOWING AND MAINTENANCE BID FOR THE CITY OF STARKVILLE CEMETERIES TO HAMPTON'S LANDSCAPING AND JANITORIAL, LLC. FROM MAY 1, 2018 TO APRIL 30, 2020.

b. APPROVAL TO ALLOW HISTORIC PRESERVATION COMMISSION MEMBER DEBBIE NETTLES TO ATTEND THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY'S "HISTORIC PRESERVATION BOOT CAMP" ON APRIL 26-27 IN JACKSON, MS WITH ADVANCED PAYMENT FOR TRAVEL COSTS NOT TO EXCEED \$450.

c. CONSIDERATION OF THE APPROVAL OF A SPECIAL EVENT FOR THE VISIT OF THE CLYDESDALES.

C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ENGINEERING

1. REQUEST OF APPROVAL OF VOLKERT AS THE PREFERRED CONSULTANT TO PROVIDE THE LOUISVILLE STREET CONSTRUCTION ENGINEERING AND INSPECTION SERVICES (PROJECT STP-7107-00(004) LPA/107116-701000) AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE AN ENGINEERING CONSULTANT CONTRACT IN ACCORDANCE WITH MISSISSIPPI PROCUREMENT PROCEDURES AND THE LOCAL PUBLIC AGENCIES (LPA) GUIDELINES AS OUTLINED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 20, 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 DECLARING ELEVEN COMPUTERS AND THREE SERVERS SURPLUS, TO REMOVE FROM CITY INVENTORY AND SELL TO HIGHEST BIDDER AND TRANSFERRING OF TWO COMPUTERS FROM CITY CLERK'S OFFICE, ONE TO THE MAYOR'S OFFICE AND ONE TO THE HUMAN RESOURCE DEPARTMENT.

## F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR SFD TO APPLY IN CONJUNCTION WITH OKTIBBEHA COUNTY EMA FOR A HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP), IN THE AMOUNT OF \$22,355.30, WITH A 20% MATCH GRANT, WHICH WOULD BE USED TO PURCHASE 5 MULTI-GAS DETECTORS.

## G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JORDAN CRISWELL, AS DIGITAL MEDIA SPECIALIST INTERN SERVING AS THE LIAISON FROM THE OFFICE OF THE MAYOR AND THE CITY.
2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A FIREFIGHTER POSITION, IN THE STARKVILLE FIRE DEPARTMENT AND AUTHORIZATION TO ADVERTISE FOR THREE (3) PART-TIME CERTIFIED FIREFIGHTERS.
3. REQUEST AUTHORIZATION TO HIRE JAVIER CLAY, AS MAINTENANCE WORKER TWO (2) IN THE STREET DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE JAMES MCILLECE AND MATTHEW JOHNSON, AS PART-TIME ATHLETIC ASSISTANTS IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE MARY J. IVY AS THE PAYROLL CLERK IN THE CITY CLERK/ FINANCE & ADMINISTRATION DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE WILLIAM KING, AS CIVIL ENGINEER CO-OP IN THE ENGINEERING DEPARTMENT.
7. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE EXECUTIVE DIRECTOR OF PARKS AND RECREATION POSITION IN THE PARKS AND RECREATION DEPARTMENT, AND TO ADVERTISE THE POSITION ON THE NATIONAL RECREATION AND PARK ASSOCIATION WEBSITE.
8. REQUEST AUTHORIZATION TO HIRE DALLAS BROCK, AS DIGITAL MEDIA/COMMUNICATION SPECIALIST INTERN FOR STARKVILLE UTILITIES AND THE CITY.

## H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

## I. PARKS

- a. REQUEST PERMISSION TO ALLOW GERRY LOGAN TO ATTEND THE 2018 MISSISSIPPI SOCCER ASSOCIATION PREMIER CUP EVENT, MAY 25-27, 2018 IN GULFPORT, MS, WITH ADVANCE TRAVEL NOT TO EXCEED \$400.

## J. POLICE DEPARTMENT

1. CONSIDERATION TO ALLOW DETECTIVE KENLEY REAVES, TO ATTEND THE MISSISSIPPI PROFESSIONAL INVESTIGATOR TRAINING PROGRAM, WHICH WILL BE HELD AT THE MISSISSIPPI DELTA LAW ENFORCEMENT TRAINING ACADEMY, AT A TOTAL COST OF \$2000.

2. REQUEST APPROVAL TO ENTER INTO A REVISED MECHANICAL SERVICE AGREEMENT WITH BRISLIN, INC FOR THE POLICE DEPARTMENT FOR INSPECTIONS AND MAINTENANCE OF EQUIPMENT.

3. CONSIDERATION OF AN AGREEMENT WITH BOB'S MOBILE SERVICE FOR MONTHLY RADIO AND EQUIPMENT MAINTENANCE.

K. SANITATION DEPARTMENT  
*THERE ARE NO ITEMS FOR THIS AGENDA*

L. UTILITIES DEPARTMENT  
*THERE ARE NO ITEMS FOR THIS AGENDA*

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PENDING LITIGATION

**XV. OPEN SESSION**

**XVI. RECESS UNTIL APRIL 17, 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 – 13:**

**2. MOTION TO APPROVE THE MINUTES OF THE MARCH 20, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the April 3, 2018 Official Agenda, and to accept items for consent, whereby the “approval of Minutes of the March 20, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

**3. APPROVAL OF THE LEASE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY REGARDING THE SOUTH BAY OF THE SOUTH HANGAR ON GEORGE M. BRYAN FIELD, STARKVILLE MS.**

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the April 3, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the Lease Agreement in substantially similar form between the City of Starkville and Mississippi State University regarding the south bay of the South Hangar on George M. Bryan Field, Starkville MS” is enumerated, this consent item is thereby approved.

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made and entered into this the 1st day of May, 2018, by and between The City of Starkville, (hereinafter referred to as Lessor), whose address is 110 West Main Street, Starkville, MS 39759 and Mississippi State University (hereinafter referred to as "Lessee"), whose address is B.S. Hood Rd, Mississippi State, MS 39759. The terms "Lessor" and "Lessee" shall include, whenever the context requires, singular or plural, the heirs, legal representatives, successors, and assigns of the respective parties.

WITNESSETH:

FOR AND IN CONSIDERATION of the lease, covenants, and conditions hereinafter stipulated to be paid and performed by Lessee, Lessor does hereby demise and let unto Lessee and Lessee does hereby accept and let from Lessor, the following described property situated in the City of Starkville, Mississippi, County of Oktibbeha, Mississippi, described as follows, to-wit:

South Bay portion of South Hanger "A" building located at the Starkville/Oktibbeha County Airport George M. Bryan Field consisting of 4,000 square feet, more or less, and as more particularly described in Exhibit A to this Lease.

SECTION 1. The primary term of this Lease shall be for three years, commencing on May 1, 2018, and ending at 12:00 midnight on April 30, 2021.

SECTION 2. In consideration for the improvements to be constructed by Lessor under Section 3, Lessee agrees to pay rent in the total amount of \$40,500.00 (Forty Thousand Five Hundred Dollars) to Lessor on May 1, 2018, which shall constitute rent for the first two years and three months of the lease. Lessor agrees to pay rent in the amount of \$13,500.00 (Thirteen Thousand Five Hundred Dollars) to Lessor on August 1, 2020, which shall constitute rent for the final nine months of the lease. All installments of Rent not paid within ten (10) days after the same shall have become due and payable hereunder shall bear interest in accordance with by Section 31-7-305, Mississippi Code of 1972 (as amended).

SECTION 3. Upon execution of this Lease, Lessor shall promptly commence construction of improvements as specified in Exhibit B to the Lease. Such improvements shall be (1) performed in a prompt and workmanlike manner, (2) in compliance with applicable laws, and (3) fit for use by Lessee for the intend purpose set forth herein. Such improvements shall be substantially completed in a timely manner, but not later than June 30, 2018.

SECTION 4. Lessee shall have, hold and use the demised premises for the purposes of conducting the business activities of aeronautical research. Lessee shall furnish and pay for, as and when due, all utilities consumed or used incident to the demised premises, such as electricity, gas, water, sewer, trash collection, and all other public utilities of every nature, kind and description used in said premises, along with internet access.

SECTION 5. Lessee will, at all times, take good and ordinary care and precaution for the preservation of the demised premises. Lessor shall furnish all custodial and cleaning services.

SECTION 6. Any notice required to be given by either party to the other party under the terms of this Lease shall be served upon such party by United States Certified Mail as follows:

To Lessor: Mayor  
110 West Main Street  
Starkville, MS 39759

To Lessee: Don Buffum  
PO Box 5307  
Mississippi State, MS 39762

SECTION 7. It is expressly understood and agreed that the Lessee's assumption of occupancy and the payment of rental is conditional on the receipt of Federal and State funds, and in the event of a discontinuance or decrease in Federal and/or State funds for any cause necessitating a reduction in the Lessee's staff or need for office space, the Lessee's obligation for the payment of rental shall be diminished in proportion to the reduction in the square footage of Lessee's office space, without penalty or interest. As a condition precedent to the reduction of rental paid by Lessee herein, the Lessee shall notify the Lessor at least thirty (30) days in advance of any reduction in space necessitated by the discontinuance or decrease in Federal and/or State funds. Upon receipt of such notice, Lessor shall have the right, but not the obligation, to terminate this Lease rather than accept a reduction in rent.

SECTION 8. It is distinctly understood and agreed by and between the parties hereto that in the event office space becomes available to the Lessee herein in any State-owned building, this Lease shall be terminated within thirty (30) days from and after the date of written notice of termination of said Lease by the Lessee to the Lessor and rent shall be prorated through the date of termination, except that Lessor shall retain the initial rent payment of \$40,500 in full.

SECTION 9. Lessee shall not, without the previous consent in writing of the Lessor, assign this lease or sublet the whole or any part of the demised premises or permit the demised premises or any part thereof to be used or occupied by others, which consent by Lessor shall not be unreasonably withheld. In event Lessor consents to any such assignment or subletting, Lessee shall remain and continue primarily liable for the performance of the covenants and obligations on his part to be performed under this lease during the primary or any extended term hereof.

SECTION 10. Lessor agrees to keep the building improvements erected on the demised premises insured against loss or damage by fire and all standard extended coverage perils for the full, fair insurable value thereof in a solvent and responsible company or companies authorized to do business in the State of Mississippi.

SECTION 11. To the extent authorized by Mississippi law, Lessor and Lessee agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors. Each party shall be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties to the degree and within the parameters required under Miss. Code Ann. Sec. 11-46-1 et seq. (1972)

SECTION 13. At the expiration of the tenancy hereby created and any extended term thereof, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease.

SECTION 14. The Lessor covenants to keep and maintain, at Lessor's expense, said demised premises and facilities in a state of tenantable repair during the term of the Lease; provided, however, that Lessor shall not be called upon to make any such repairs occasioned by the acts of negligence of the Lessee, its agents, patrons, or employees, except where covered under Lessor's fire and extended coverage insurance.

SECTION 15. Should the demised office building be totally or substantially destroyed by fire, the elements or otherwise, so as to render the demised office building untenable, either party shall have the option to cancel the remaining portion of this Lease or of any extended term or period hereof. Lessee shall have no obligation to pay rent of any nature so long as the demised office building is untenable.

SECTION 16.

a. Failure on the part of the Lessee to pay any installment of rent as above set out as and when the same becomes due and payable, or failure of Lessee promptly and faithfully to keep and perform each and every

covenant agreed and stipulated herein on the part of the Lessee to be kept and performed, shall, at the option of the Lessor, cause a forfeiture of this Lease.

b. Nothing contained in the foregoing shall be construed to waive either party's right to cancel this Lease in the event of any forfeiture or breach on the part of the other party hereto, all of which rights or cancellation are herein specifically reserved.

c. Prior to a declaration of forfeiture for default in payment of rent or additional rent if applicable, Lessor shall give to Lessee a Notice in writing thirty (30) days prior thereto in the manner provided by Section 6 hereof, during which time Lessee may purge itself on the grounds of forfeiture by paying such rent.

d. As to default by Lessee in performing covenants other than for payment of rent prior to a declaration of forfeiture, Lessor shall give to Lessee a notice in writing 30 days prior thereto in the manner provided for by Section 6 during which time Lessee may purge itself on the grounds of forfeiture by curing the stated grounds of forfeiture within such 30 days or, only upon mutual agreement of the parties, within such longer term as may be reasonably necessary to cure such defect.

SECTION 17. Lessor shall pay, during the term of this Lease and any extended term hereof, all State, County and City ad valorem taxes and special assessments assessed against the property here demised, unless otherwise agreed to in a later section of this Lease, excluding any such taxes as may be assessed against Lessee's fixtures and equipment used in said demised premises.

SECTION 18. Lessor covenants that the Lessee, on paying the rent herein reserved and performing the covenants and agreements hereof, shall peaceably have, hold, and enjoy the demised premises and all rights, easement, and privileges belonging or otherwise pertaining thereto, during the full term of this Lease, and any extension thereof.

SECTION 19. Lessor will provide parking area sufficient for the operation of Lessee's business on the leased premises, without additional cost to Lessee. Lessor will maintain such parking lot throughout the term of this Lease and any extension thereof in a serviceable condition. Lessor agrees to keep all parking areas provided to Lessee clean and free of trash and debris.

SECTION 20. Upon written agreement of both parties the lease may be renewed for a period of up to two years commencing at the expiration of the original term. Such extension shall be at an annual rental rate agreed to by both parties. The Lessor shall notify the Lessee of any proposed rate increase at least five months prior to the end of the term. Lessee shall notify Lessor of acceptance or rejection of the increase at least three months prior to the end of the term. All other terms and conditions set out herein shall be in effect during the term of the extension.

SECTION 21. Force Majeure Termination - If for any reason, such as strike, boycott, war, act of God, labor troubles, riot, delay of commercial carriers, restraint of public authority, martial law, mechanical breakdown or any other reason, similar or dissimilar, beyond the control of the party, and not the result of the negligence or willful misconduct of the party, either party is unable to perform a material obligation under this Agreement, then either party shall have the right, upon written notice to the other party, to suspend the Term and obligations contained in this Agreement while such event of force majeure exists, or, at either party's option, to terminate this Agreement if such event of force majeure continues for longer than twelve (12) months.

SECTION 22. Applicable Law - This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict and choice of laws provisions, and any litigation with respect thereto shall be brought in the courts of Oktibbeha County, Mississippi.

SECTION 23. Entire Agreement - The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

SECTION 24. Lessee expressly agrees that: (a) it is an independent contractor and is not an agent, employee, or



representative of Lessor; and (b) that no employee, officer, agent, or representative of Lessor shall be charged personally with any liability under any covenant of this lease or because of any breach thereof.

SECTION 25. Should Lessee desire to make modifications at Lessee's expense to any leased property, all plans and plan specifications for the modifications must be approved in writing by Lessor before any modifications are started by Lessee. The Lessor shall not be liable for payment of any cost or expense incurred or the quality of any workmanship or materials acquired as a result of any modifications. All modifications made by Lessee or any of its Sub-lessees shall be and become the property of the Lessor upon installation unless otherwise agreed in writing by the parties.

IN WITNESS WHEREOF, this Lease Agreement has been duly executed in duplicate originals on the day and date hereinabove set forth.

\_\_\_\_\_  
LESSOR

BY: \_\_\_\_\_

\_\_\_\_\_  
LESSEE

BY: \_\_\_\_\_

**4. APPROVAL OF CONSIDERATION OF AWARDING THE MOWING AND MAINTENANCE BID FOR THE CITY OF STARKVILLE CEMETERIES TO HAMPTON'S LANDSCAPING AND JANITORIAL, LLC. FROM MAY 1, 2018 TO APRIL 30, 2020.**

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the April 3, 2018 Official Agenda, and to accept items for consent, whereby the "approval of awarding the mowing and maintenance bid for the City of Starkville Cemeteries to Hampton's Landscaping and Janitorial, LLC. from May 1, 2018 to April 30, 2020" is enumerated, this consent item is thereby approved.

The following bids were received:

Hampton's Landscaping & Janitorial, LLC :	
Odd Fellows Cemetery Dr. Martin Luther King, Jr. Drive:	\$ 450.00
Odd Fellows Cemetery University Drive:	\$ 850.00
Brush Arbor Cemetery:	\$ 300.00
CJ's Lawn Care:	
Odd Fellows Cemetery Dr. Martin Luther King, Jr. Drive:	\$ 500.00
Odd Fellows Cemetery University Drive:	\$1370.00
Brush Arbor Cemetery:	\$ 150.00
Hampton's Landscaping & Janitorial, LLC :	
Odd Fellows Cemetery Dr. Martin Luther King, Jr. Drive:	\$ 650.00
Odd Fellows Cemetery University Drive:	\$1210.00
Brush Arbor Cemetery:	\$ 400.00

**5. APPROVAL OF VOLKERT AS THE PREFERRED CONSULTANT TO PROVIDE THE LOUISVILLE STREET CONSTRUCTION ENGINEERING AND INSPECTION SERVICES (PROJECT STP-7107-00(004) LPA/107116-701000) AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE AN ENGINEERING CONSULTANT CONTRACT IN ACCORDANCE WITH MISSISSIPPI PROCUREMENT PROCEDURES AND THE LOCAL PUBLIC AGENCIES (LPA) GUIDELINES AS OUTLINED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.**

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the April 3, 2018 Official Agenda, and to accept items for consent, whereby the “approval of Volkert as the preferred consultant to provide the Louisville Street Construction Engineering and Inspection services (Project STP-7107-00(004) LPA/107116-701000) and authorization for the Mayor to negotiate and execute an engineering consultant contract in accordance with Mississippi procurement procedures and the Local Public Agencies (LPA) guidelines as outlined by the Mississippi Department of Transportation” is enumerated, this consent item is thereby approved.

Three proposals were received, reviewed and the scores were as follows:

Allen and Hoshall	265
Tice Engineering Inc.	213
Volkert	284

**6. CONSIDERATION OF DECLARING ELEVEN COMPUTERS AND THREE SERVERS SURPLUS, TO REMOVE FROM CITY INVENTORY AND SELL TO HIGHEST BIDDER AND TRANSFERRING OF TWO COMPUTERS FROM CITY CLERK’S OFFICE, ONE TO THE MAYOR’S OFFICE AND ONE TO THE HUMAN RESOURCE DEPARTMENT.**

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the April 3, 2018 Official Agenda, and to accept items for consent, whereby the “approval of declaring eleven computers and three servers surplus and to remove from City inventory and sell to highest bidder and transferring two computers from City Clerk’s Office, one computer to the Mayor’s Office and one to the Human Resource Department” is enumerated, this consent item is thereby approved.

The following computers and servers are no longer functional:

1992 Computer System-000951	2000 UPS Computer System-000938
2006 Computer System-001225	2007 UPS Computer System-001231
2009 Dell Optiplex 755-001269	2008 Dell Power Edge R300-001244
2013 Optiplex 390 Minitower- 00000006	2009 HP Server-001282
2000 Computer-Mini-000936	2014 Dell PowerEdge T620
1992 Computer System- 000943	2014 Dell PowerEdge T420
1996 Computer System- 000944	1998 Computer System- 000946

Transfer the following two computers from the City Clerk’s Office to:

- 2013 Optiplex 390 Minitower-00000009 to the Mayor’s Office
- 2013 Optiplex 390 Minitower-00000005 to the Human Resource Department

**7. AUTHORIZATION FOR SFD TO APPLY IN CONJUNCTION WITH OKTIBBEHA COUNTY EMA FOR A HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP), IN THE AMOUNT OF \$22,355.30, WITH A 20% MATCH GRANT, WHICH WOULD BE USED TO PURCHASE 5 MULTI-GAS DETECTORS.**

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the April 3, 2018 Official Agenda, and to accept items for consent, whereby the “approval to apply in conjunction with

Oktribbeha County EMA for a Hazardous Materials Emergency Preparedness (HMEP), in the amount of \$22,355.30, with a 20% match of \$ 4,471.06, which would be used to purchase 5 multi-gas detectors” is enumerated, this consent item is thereby approved.

**8. AUTHORIZATION TO ADVERTISE TO FILL A FIREFIGHTER POSITION, IN THE STARKVILLE FIRE DEPARTMENT AND AUTHORIZATION TO ADVERTISE FOR THREE (3) PART-TIME CERTIFIED FIREFIGHTERS.**

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the April 3, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise to fill a Firefighter position, in the Starkville Fire Department and authorization to advertise for three (3) part-time Certified Firefighters” is enumerated, this consent item is thereby approved.

**9. AUTHORIZATION TO HIRE JAVIER CLAY, AS MAINTENANCE WORKER TWO (2) IN THE STREET DEPARTMENT.**

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the April 3, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Javier Clay, as Maintenance Worker two (2) in the Street Department” is enumerated, this consent item is thereby approved.

**10. AUTHORIZATION TO HIRE MARY J. IVY AS THE PAYROLL CLERK IN THE CITY CLERK/ FINANCE & ADMINISTRATION DEPARTMENT.**

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the April 3, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Mary J. Ivy, as the Payroll Clerk in the City Clerk/ Finance & Administration Department” is enumerated, this consent item is thereby approved.

**11. CONSIDERATION TO ALLOW DETECTIVE KENLEY REAVES, TO ATTEND THE MISSISSIPPI PROFESSIONAL INVESTIGATOR TRAINING PROGRAM, WHICH WILL BE HELD AT THE MISSISSIPPI DELTA LAW ENFORCEMENT TRAINING ACADEMY, AT A TOTAL COST OF \$2000.**

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the April 3, 2018 Official Agenda, and to accept items for consent, whereby the “approval of Detective Kenley Reaves, to attend the Mississippi Professional Investigator Training program, which will be held at the Mississippi Delta Law Enforcement Training Academy, at a total cost of \$2000” is enumerated, this consent item is thereby approved.

**12. APPROVAL TO ENTER INTO A REVISED MECHANICAL SERVICE AGREEMENT WITH BRISLIN, INC FOR THE POLICE DEPARTMENT FOR INSPECTIONS AND MAINTENANCE OF EQUIPMENT.**

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the April 3, 2018 Official Agenda, and to accept items for consent, whereby the “authorization to enter into a revised Mechanical Service Agreement with Brislin, Inc for the Police Department for inspections and maintenance of equipment” is enumerated, this consent item is thereby approved.

### **13. CONSIDERATION OF AN AGREEMENT WITH BOB'S MOBILE SERVICE FOR MONTHLY RADIO AND EQUIPMENT MAINTENANCE.**

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, and adopted by the Board to approve the April 3, 2018 Official Agenda, and to accept items for consent, whereby the "approval of an agreement with Bob's Mobile Service for monthly radio and equipment maintenance" is enumerated, this consent item is thereby approved.

#### **Independent Contractor Agreement**

This Agreement is made between City of Starkville, MS ("Client") and Bob Groves d/b/a Bob's Mobile Radio Service ("Contractor"), with a principal place of business at \_\_\_\_\_.

#### **1. Services to Be Performed**

Contractor agrees to perform the following services: general repair of physical mobile/portable radio units, based on normal wear and tear and use, for the Starkville Police Department and Starkville Fire Department.

#### **2. Payment**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rates: a monthly retainer flat fee of \$750.00.

#### **3. Expenses**

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires, if any, to complete the work under this Agreement.

#### **4. Vehicles and Equipment**

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

#### **5. Independent Contractor Status**

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

- A. Contractor has the right to perform services for others during the term of this Agreement.
- B. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
- C. Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- D. Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any

uniforms provided by Client.

E. The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.

F. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

G. Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

## 6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel, if any, will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

## 7. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf;
- make state or federal unemployment compensation contributions on Contractor's behalf; or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

## 8. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel, if any, are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

## 9. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

## 10. Workers' Compensation

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.

## 11. Insurance

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:

A. Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles -- in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage.

B. Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

## 12. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

## 13. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the date a party terminates the Agreement as provided below.

## 14. Terminating the Agreement

Either party may terminate this Agreement at any time, with or without cause, by giving 30 days' written notice to the other party of the intent to terminate.

## 15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

## 16. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

## 17. Resolving Disputes

This contract shall be governed by Mississippi law, regardless of choice of law, or conflicts of law, principles. If a dispute arises under this Agreement, any party may take the matter to a court of competent jurisdiction in Oktibbeha County, Mississippi.

## 18. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

#### 19. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

#### 20. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

#### Signatures

Client/Owner: \_\_\_\_\_

Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Contractor: \_\_\_\_\_

Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Taxpayer ID Number

#### **14. CONSIDERATION OF THE MINUTES OF THE MARCH 16, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, to approve the minutes of the March 16, 2018 meeting of the Mayor and members of the Board of Aldermen of the City of Starkville, MS. 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.

**ANNOUNCEMENTS AND COMMENTS:**

**MAYOR’S COMMENTS:**

Mayor Spruill congratulated the MSU women’s basketball team for their second place finish in the NCAA Championship Tournament. She invited everyone to the upcoming Coffee with a Cop to be held at the Greater Starkville Partnership, the International Fiesta to be held at MSU and Touch A Truck to be held at the Starkville Sportsplex.

**BOARD OF ALDERMEN COMMENTS:** None

**CITIZEN COMMENTS:** None

**PUBLIC APPEARANCES:**

**DOROTHY ISAAC – ISSUES IN THE COMMUNITY**

Dorothy Isaac noted her appreciation of MSU Basketball and Starkville Schools. She asked that the City get more stores built in the Rolling Hills neighborhood. She noted that the SMART bus system does not run a route on her street and that the paratransit bus requires 24 hour notice for service. Ms. Isaac presented her count of participants in the recent Starkville Pride parade. She stated her displeasure with the proposed annexation.

**PUBLIC HEARINGS:** None

**15. CONSIDERATION TO TASK THE COMMUNITY DEVELOPMENT STAFF TO REVIEW AND UPDATE THE CURRENT SPECIAL EVENT POLICY.**

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion that Community Development staff review the current special event policy and prepare an updated version of the special event policy and that the City Attorney assist in this process with a final draft to be presented to the Board for consideration at the recess meeting on May 15, 2018.

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.

**16. CONSIDERATION TO APPOINT SUMNER DAVIS TO THE VACANT POSITION OF SCHOOL BOARD MEMBER FOR THE TERM ENDING MARCH 2022.**

Alderman Jason Walker recused himself.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to appoint Sumner Davis to the vacant position of School Board member for the term ending March 2022. The Board voted as follows:

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

**17. CONSIDERATION TO ALLOW HISTORIC PRESERVATION COMMISSION MEMBER DEBBIE NETTLES TO ATTEND THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY'S "HISTORIC PRESERVATION BOOT CAMP" ON APRIL 26-27 IN JACKSON, MS WITH ADVANCED PAYMENT FOR TRAVEL COSTS NOT TO EXCEED \$450.**

Alderman Little offered a motion to allow Historic Preservation Commission Member Debbie Nettles to attend the Mississippi Department of Archives and History's "Historic Preservation Boot Camp" on April 26-27 in Jackson, MS with advanced payment for travel costs not to exceed \$450.00. This meeting will satisfy required continuing education units (CLE) for Historic Preservation members that Starkville must meet as a Certified Local Government (CLG) community. 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.

**18. CONSIDERATION OF A SPECIAL EVENT FOR THE VISIT OF THE CLYDESDALES.**

Alderman Walker offered a motion, duly seconded by Alderman Miller, to approve a Special Event request by Mitchell Distributing to have a "Meet the Clydesdales" event and a parade/delivery of product by the Budweiser Clydesdales on April 19, 2018. 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.

**19. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND THE CITY ALCOHOL ORDINANCE AS IT RELATES TO SPECIAL EVENTS.**

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to call for a Public Hearing at the April 17, 2018 meeting of the Mayor and Board of Aldermen with a proposed draft to amend the City Alcohol Ordinance as it relates to special events. 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.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Miller, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of March 14, 2018 for fiscal year ending 9/30/18, and authorizing the City Clerk pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

Alderman Ben Carver Voted: Yea  
Alderman Sandra Sistrunk Voted: Yea  
Alderman David Little Voted: 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	\$ 266,117.51
Airport Fund	015	969.18
Sanitation	022	43,793.81
Landfill	023	6,811.05
Computer Assessments	107	175.00
Industrial Park Bond	303	61,761.18
Park and Recreation	375	5,589.75
Trust and Agency	610	16,830.98
Econ Dev and Tourism	630	81,189.07
Sub Total Before Utilities		\$ 483,237.53
Utilities Dept.	SED	302,128.44
Total Claims FY 2017	Total	\$ 785,365.97

**21. CONSIDERATION TO HIRE JORDAN CRISWELL, AS DIGITAL MEDIA SPECIALIST INTERN SERVING AS THE LIAISON FROM THE OFFICE OF THE MAYOR AND THE CITY.**

Alderman Sistrunk offered a motion to approve to hire Jordan Criswell, as Digital Media Specialist Intern serving as the liaison from the Office of the Mayor and the City. Alderman Little 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.

**22. CONSIDERATION TO HIRE JAMES MCILLECE AND MATTHEW JOHNSON, AS PART-TIME ATHLETIC ASSISTANTS IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.**

Alderman Walker offered a motion to hire James Mcillece and Matthew Johnson, as a part-time Athletic Assistants in the Starkville Parks & Recreation Department. 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.

**23. CONSIDERATION TO HIRE WILLIAM KING, AS CIVIL ENGINEER CO-OP IN THE ENGINEERING DEPARTMENT.**

Alderman Little offered a motion to hire William King, as Civil Engineer Co-Op in the Engineering Department. 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.

**24. CONSIDERATION TO ADVERTISE TO FILL THE EXECUTIVE DIRECTOR OF PARKS AND RECREATION POSITION IN THE PARKS AND RECREATION DEPARTMENT, AND TO ADVERTISE THE POSITION ON THE NATIONAL RECREATION AND PARK ASSOCIATION WEBSITE.**

Upon the motion of Alderman Walker, duly seconded by Alderman Little, to advertise to fill the Executive Director of Parks and Recreation position in the Parks and Recreation Department, and to advertise the position on the National Recreation and Park Association website, 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.

**25. CONSIDERATION TO HIRE DALLAS BROCK, AS DIGITAL MEDIA/COMMUNICATION SPECIALIST INTERN FOR STARKVILLE UTILITIES AND THE CITY.**

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to hire Dallas Brock, as Digital Media/Communication Specialist Intern for Starkville Utilities and the City, 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.

**26. AUTHORIZATION TO ALLOW GERRY LOGAN TO ATTEND THE 2018 MISSISSIPPI SOCCER ASSOCIATION PREMIER CUP EVENT, MAY 25-27, 2018 IN GULFPORT, MS, WITH ADVANCE TRAVEL NOT TO EXCEED \$400.**

A motion was offered by Alderman Miller to allow Gerry Logan to attend the 2018 Mississippi Soccer Association Premier Cup Event, May 25-27, 2018 in Gulfport, MS, with advance travel not to exceed \$400.00. Starkville has been selected to host the event in May of 2019. The motion was duly seconded by Alderman Little 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.

**27. 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The Board entered closed session.

**28. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF PENDING LITIGATION.**

Alderman Little offered a motion to enter Executive Session for the purpose of pending litigation in regards to the Industrial Park Rezoning and the Pride group litigation on a finding that the proposed topics qualified for Executive Session. Following a second by Alderman Miller, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: 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 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 pending litigation in regards to the Industrial Park rezoning and the Pride group litigation on a finding that the proposed topics qualified for Executive Session.

At this time, the Board entered Executive Session.

**29. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.**

Alderman Little offered a motion to return to Open Session. Alderman Walker 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.

The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

**30. MOTION TO RECESS UNTIL APRIL 17, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, for the Board of Aldermen to recess the meeting until April 17, 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: Yea

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)