

**MINUTES OF THE REGULAR MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
The City of Starkville, Mississippi  
February 2, 2016**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on February 2, 2016 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, Jason Walker, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were CFO/City Clerk Lesa Hardin and Attorney Chris Latimer. Alderman Scott Maynard attended telephonically. Alderman David Little was absent.

Mayor Parker Wiseman opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Wiseman asked for any revisions to the Official Agenda.

**REQUESTED REVISIONS TO THE OFFICIAL AGENDA:**

**Alderman Perkins** requested the following changes to the published February 2, 2016 Official Agenda:

**Add IV. MINUTES to Consent Agenda.** Consideration of the Minutes of the January 5, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

**Add IV. MINUTES to Consent Agenda.** Consideration of the Minutes of the January 11, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

**Add IX. A. to Consent Agenda.** Discussion and Consideration of the City of Starkville making a \$250 sponsorship of MSU Black Alumni Weekend pursuant to Miss. Code Ann. 17-3-1.

**Add X. A. to Consent Agenda.** Discussion and Consideration of the City of Starkville making a \$250.00 sponsorship for the Starkville High School Basketball Team Banner pursuant to Miss. Code Ann. 17-3-1.

**Add XI. D. 1. to Consent Agenda.** Request approval to accept the lowest and best quote from Groundstone Construction in the amount of \$41,392.00 for the concrete portion of the City Parking Lot Improvement Project.

**Add XI. D. 2. to Consent Agenda.** Request approval to accept the low quote from Falcon Contracting in the amount of \$39,820.00 for the asphalt portion of the City Parking Lot Improvement Project.

**Add XI. E. 2. to Consent Agenda.** Approval of December 2015 Financial Statements.

**Add XI. F. 1. to Consent Agenda. 1.** Request permission for Tony Clayborn, Mark McCurdy, Stein McMullen and Jonathan Wade to attend the Mississippi Fire Investigators Association 2016 Spring seminar March 22 – 25, 2016, at the Sam's Town Hotel, Tunica, MS for an approximate cost of \$1,900.00.

**Add XI. F. 2. to Consent Agenda.** Request approval to allow Greenville Fitness to conduct the Fire Dept. annual fitness exams.

**Add XI. G. 1. to Consent Agenda.** Request approval to advertise to fill a vacant position for a Street Sweeper in the Sanitation/Environmental Services Department.

**Add XI. G. 2. to Consent Agenda.** Request approval to advertise to fill vacant positions of Police Officers in the Starkville Police Department.

**Add XI. G. 3. to Consent Agenda.** Request approval of educational assistance benefits for Crystal Hackett as set forth in our educational assistance policy.

**Add XI. G. 4. to Consent Agenda.** Request approval to hire Stephen Garcia, Christian Twillie and Ryan Shaw to fill vacant positions for Firefighter in the Fire Department.

**Add XI. I. 1. to Consent Agenda.** Discussion and Consideration of Amendment to Personnel Policy Manual Section 3.108: outside employment or business as relates to Park Dept.

**Add XI. J. 1. to Consent Agenda.** Request approval to accept the lowest and best bid received from TCC Facilities Management, Inc. At \$300 per month for three (3) days per week for the Starkville Police Department and authorize the city to sign an agreement with said company upon review of the Board Attorney.

**Add XI. J. 2. to Consent Agenda.** Request approval to allow Greenville Fitness to conduct the Police Dept. annual fitness exams.

**Add XI. L. 1. to Consent Agenda.** Request approval to execute an amendment to the water purchase agreement with IREC CPP MISS. St. LLC approved November 18, 2014 along with any and all documents required to file a joint petition with the Turkey Creek Water Association with the Mississippi Public Service Commission to cancel their Certificate Of Public Convenience and Necessity for the service areas specified in said amendment on behalf of the City.

**Add XI. L. 2. to Consent Agenda.** Request authorization for Terry Kemp to travel to Chattanooga, TN for TVPPA and SAEC Meetings on March 3, 2016, to Chattanooga, TN on March 28, 2016 for the TVPPA Board Meeting, and to Sandestin, FL for the TVPPA annual conference May 16 – 18, 2016.

**Add XI. L. 3. to Consent Agenda.** Request approval for Starkville Utilities to advertise for bids for water meter replacement and AMI installation services.

**Add XI. L. 4. to Consent Agenda.** Request authorization to accept the lowest bid and extend permission to begin the project for the extension of the force main on Banyan Road to Terry Stidham Construction.

**Alderman Maynard** requested the following changes to the published February 2, 2016 Official Agenda:

**Move Item XI. B. 2. a. to Mayor's Business IX. B.** Discussion and consideration of an appeal of the denial of EX 15-08 use by exception request for two nonconforming signs at Red Roof Inn located at 410 Dr. MLK Jr Drive east in a T-5 zoned parcel with the parcel number 117m-00-138.00

**Move Item XI. B. 2. b. to Mayor's Business IX. C.** Discussion and consideration of the modification and/or removal of conditions placed on RZ 14-03 by the Board of Aldermen on June 17, 2014 for the Sonic rezoning of 711 Vine Street from R-3 to B-1 with the parcel number 102h-00-183.00.

The Mayor asked for further revisions to the published February 2, 2016 Official Agenda. No further revisions were requested.

**1. A MOTION TO APPROVE THE OFFICIAL AGENDA.**

Upon the motion of Alderman Ben Carver, duly seconded by Alderman Lisa Wynn, to approve the February 2, 2016 Official Agenda with items listed as consent, the Board voted as follows to approve the motion:

|                            |               |
|----------------------------|---------------|
| Alderman Ben Carver        | Voted: Yea    |
| Alderman Lisa Wynn         | Voted: Yea    |
| Alderman David Little      | Voted: Absent |
| Alderman Jason Walker      | Voted: Yea    |
| Alderman Scott Maynard     | 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  
THE MAYOR AND BOARD OF ALDERMEN  
OF THE  
CITY OF STARKVILLE, MISSISSIPPI**

REGULAR MEETING OF TUESDAY, FEBRUARY 2, 2016  
5:30 P.M., COURT ROOM, CITY HALL  
110 WEST MAIN STREET

PROPOSED CONSENT AGENDA ITEMS ARE HIGHLIGHTED AND PROVIDED  
AS APPENDIX A ATTACHED

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

**CONSIDERATION OF THE MINUTES OF THE JANUARY 5, 2016  
MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY  
OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES  
RECOMMENDED BY THE CITY ATTORNEY.**

**CONSIDERATION OF THE MINUTES OF THE JANUARY 11, 2016  
MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY  
OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES  
RECOMMENDED BY THE CITY ATTORNEY.**

- V. **ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

New Firemen Introductions:

Steven Morgan  
Andrew Claybourn

B. BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

**VIII. PUBLIC HEARING**

**IX. MAYOR'S BUSINESS**

A. DISCUSSION AND CONSIDERATION OF THE CITY OF STARKVILLE MAKING A \$250 SPONSORSHIP OF MSU BLACK ALUMNI WEEKEND PURSUANT TO MISS. CODE ANN. 17-3-1.

B. DISCUSSION AND CONSIDERATION OF AN APPEAL OF THE DENIAL OF EX 15-08 USE BY EXCEPTION REQUEST FOR TWO NONCONFORMING SIGNS AT RED ROOF INN LOCATED AT 410 DR. MLK JR DRIVE EAST IN A T-5 ZONED PARCEL WITH THE PARCEL NUMBER 117M-00-138.00.

C. DISCUSSION AND CONSIDERATION OF THE MODIFICATION AND/OR REMOVAL OF CONDITIONS PLACED ON RZ 14-03 BY THE BOARD OF ALDERMEN ON JUNE 17, 2014 FOR THE SONIC REZONING OF 711 VINE STREET FROM R-3 TO B-1 WITH THE PARCEL NUMBER 102H-00-183.00.

**X. BOARD BUSINESS**

A. DISCUSSION AND CONSIDERATION OF THE CITY OF STARKVILLE MAKING A \$250.00 SPONSORSHIP FOR THE STARKVILLE HIGH SCHOOL BASKETBALL TEAM BANNER PURSUANT TO MISS. CODE ANN. 17-3-1

**XI. DEPARTMENT BUSINESS**

A. AIRPORT

1. DISCUSSION AND CONSIDERATION OF TERMINATING THE AIRPORT FIXED BASE OPERATOR LEASE

2. DISCUSSION AND CONSIDERATION OF APPROVAL TO ADVERTISE FOR A FIXED BASE OPERATOR.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

2. PLANNING

*THERE ARE NO ITEMS FOR THIS AGENDA*

C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ENGINEERING

1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$41,392.00 FOR THE CONCRETE PORTION OF THE CITY PARKING LOT IMPROVEMENT PROJECT.
2. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM FALCON CONTRACTING IN THE AMOUNT OF \$39,820.00 FOR THE ASPHALT PORTION OF THE CITY PARKING LOT IMPROVEMENT PROJECT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 27, 2016 FOR FISCAL YEAR ENDING 9/30/16.
2. APPROVAL OF DECEMBER 2015 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION FOR TONY CLAYBORN, MARK MCCURDY, STEIN MCMULLEN AND JONATHAN WADE TO ATTEND THE MISSISSIPPI FIRE INVESTIGATORS ASSOCIATION 2016 SPRING SEMINAR MARCH 22 – 25, 2016, AT THE SAM'S TOWN HOTEL, TUNICA, MS FOR AN APPROXIMATE COST OF \$1,900.00.
2. REQUEST APPROVAL TO ALLOW GREENVILLE FITNESS TO CONDUCT THE FIRE DEPT. ANNUAL FITNESS EXAMS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION FOR A STREET SWEEPER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITIONS OF POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE BENEFITS FOR CRYSTAL HACKETT AS SET FORTH IN OUR EDUCATIONAL ASSISTANCE POLICY.
4. REQUEST AUTHORIZATION TO HIRE STEPHEN GARCIA, CHRISTIAN TWILLIE AND RYAN SHAW TO FILL VACANT POSITIONS FOR FIREFIGHTER IN THE FIRE DEPARTMENT.

## H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

## I. PARKS

1. DISCUSSION AND CONSIDERATION OF AMENDMENT TO PERSONNEL POLICY MANUAL SECTION 3.108: OUTSIDE EMPLOYMENT OR BUSINESS AS RELATES TO PARK SERVICE.

## J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BID RECEIVED FROM TCC FACILITIES MANAGEMENT, INC. AT \$300 PER MONTH FOR THREE (3) DAYS PER WEEK FOR THE STARKVILLE POLICE DEPARTMENT AND AUTHORIZE THE CITY TO SIGN AN AGREEMENT WITH SAID COMPANY UPON REVIEW OF THE BOARD ATTORNEY.
2. REQUEST APPROVAL TO ALLOW GREENVILLE FITNESS TO CONDUCT THE POLICE DEPT. ANNUAL FITNESS EXAMS.

## K. SANITATION DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

## L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL TO EXECUTE AN AMENDMENT TO THE WATER PURCHASE AGREEMENT WITH IREC CPP MISS. ST. LLC APPROVED NOVEMBER 18, 2014 ALONG WITH ANY AND ALL DOCUMENTS REQUIRED TO FILE A JOINT PETITION WITH THE TURKEY CREEK WATER ASSOCIATION WITH THE MISSISSIPPI PUBLIC SERVICE COMMISSION TO CANCEL THEIR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR THE SERVICE AREAS SPECIFIED IN SAID AMENDMENT ON BEHALF OF THE CITY.
2. REQUEST AUTHORIZATION FOR TERRY KEMP TO TRAVEL TO CHATTANOOGA, TN FOR TVPPA AND SAEC MEETINGS ON MARCH 3, 2016, TO CHATTANOOGA, TN ON MARCH 28, 2016 FOR THE TVPPA BOARD MEETING, AND TO SANDESTIN, FL FOR THE TVPPA ANNUAL CONFERENCE MAY 16 – 18, 2016.
3. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO ADVERTISE FOR BIDS FOR WATER METER REPLACEMENT AND AMI INSTALLATION SERVICES.
4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID AND EXTEND PERMISSION TO BEGIN THE PROJECT FOR THE EXTENSION OF THE FORCE MAIN ON BANYAN ROAD TO TERRY STIDHAM CONSTRUCTION.

- XII. CLOSED DETERMINATION SESSION
- XIII. OPEN SESSION
- XIV. EXECUTIVE SESSION
  - A. POTENTIAL LITIGATION
- XV. OPEN SESSION
- XVI. RECESS UNTIL FEBRUARY 16, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED 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. 121 at least forty-eight (48) hours in advance for any services requested.*

**APPENDIX A  
CONSENT AGENDA**

- I. CALL THE MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE
- III. APPROVAL OF THE OFFICIAL AGENDA
  - APPROVAL OF THE CONSENT AGENDA.
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES
  - CONSIDERATION OF THE MINUTES OF THE JANUARY 5, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.
  - CONSIDERATION OF THE MINUTES OF THE JANUARY 11, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.
- V. ANNOUNCEMENTS AND COMMENTS
- VI. CITIZEN COMMENTS
- VII. PUBLIC APPEARANCES
- VIII. PUBLIC HEARING
- IX. MAYOR'S BUSINESS
  - A. DISCUSSION AND CONSIDERATION OF THE CITY OF STARKVILLE

MAKING A \$250 SPONSORSHIP OF MSU BLACK ALUMNI WEEKEND PURSUANT TO MISS. CODE ANN. 17-3-1

**X. BOARD BUSINESS**

- A. DISCUSSION AND CONSIDERATION OF THE CITY OF STARKVILLE MAKING A \$250.00 SPONSORSHIP FOR THE STARKVILLE HIGH SCHOOL BASKETBALL TEAM BANNER PURSUANT TO MISS. CODE ANN. 17-3-1

**XI. DEPARTMENT BUSINESS**

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*THERE ARE NO ITEMS FOR THIS AGENDA*

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

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*THERE ARE NO ITEMS FOR THIS AGENDA*

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*THERE ARE NO ITEMS FOR THIS AGENDA*

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1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$41,392.00 FOR THE CONCRETE PORTION OF THE CITY PARKING LOT IMPROVEMENT PROJECT.

2. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM FALCON CONTRACTING IN THE AMOUNT OF \$39,820.00 FOR THE ASPHALT PORTION OF THE CITY PARKING LOT IMPROVEMENT PROJECT.

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2. APPROVAL OF DECEMBER 2015 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION FOR TONY CLAYBORN, MARK MCCURDY, STEIN MCMULLEN AND JONATHAN WADE TO ATTEND THE MISSISSIPPI FIRE INVESTIGATORS ASSOCIATION 2016 SPRING SEMINAR MARCH 22 – 25, 2016, AT THE SAM'S TOWN HOTEL, TUNICA, MS FOR AN APPROXIMATE COST OF \$1,900.00.

2. REQUEST APPROVAL TO ALLOW GREENVILLE FITNESS TO CONDUCT THE FIRE DEPT. ANNUAL FITNESS EXAMS.



G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION FOR A STREET SWEEPER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITIONS OF POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE BENEFITS FOR CRYSTAL HACKETT AS SET FORTH IN OUR EDUCATIONAL ASSISTANCE POLICY.
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H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PARKS

1. DISCUSSION AND CONSIDERATION OF AMENDMENT TO PERSONNEL POLICY MANUAL SECTION 3.108: OUTSIDE EMPLOYMENT OR BUSINESS AS RELATES TO PARK SERVICE.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BID RECEIVED FROM TCC FACILITIES MANAGEMENT, INC. AT \$300 PER MONTH FOR THREE (3) DAYS PER WEEK FOR THE STARKVILLE POLICE DEPARTMENT AND AUTHORIZE THE CITY TO SIGN AN AGREEMENT WITH SAID COMPANY UPON REVIEW OF THE BOARD ATTORNEY.
2. REQUEST APPROVAL TO ALLOW GREENVILLE FITNESS TO CONDUCT THE POLICE DEPT. ANNUAL FITNESS EXAMS.

K. SANITATION DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

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1. REQUEST APPROVAL TO EXECUTE AN AMENDMENT TO THE WATER PURCHASE AGREEMENT WITH IREC | CPP MISS. ST. LLC APPROVED NOVEMBER 18, 2014 ALONG WITH ANY AND ALL DOCUMENTS REQUIRED TO FILE A JOINT PETITION WITH THE TURKEY CREEK WATER ASSOCIATION WITH THE MISSISSIPPI PUBLIC SERVICE COMMISSION TO CANCEL THEIR CERTIFICATE OF PUBLIC

**CONVENIENCE AND NECESSITY FOR THE SERVICE AREAS SPECIFIED IN SAID AMENDMENT ON BEHALF OF THE CITY.**

2. **REQUEST AUTHORIZATION FOR TERRY KEMP TO TRAVEL TO CHATTANOOGA, TN FOR TVPPA AND SAEC MEETINGS ON MARCH 3, 2016, TO CHATTANOOGA, TN ON MARCH 28, 2016 FOR THE TVPPA BOARD MEETING, AND TO SANDESTIN, FL FOR THE TVPPA ANNUAL CONFERENCE MAY 16 – 18, 2016.**
3. **REQUEST APPROVAL FOR STARKVILLE UTILITIES TO ADVERTISE FOR BIDS FOR WATER METER REPLACEMENT AND AMI INSTALLATION SERVICES.**
4. **REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID AND EXTEND PERMISSION TO BEGIN THE PROJECT FOR THE EXTENSION OF THE FORCE MAIN ON BANYAN ROAD TO TERRY STIDHAM CONSTRUCTION.**

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

**XV. OPEN SESSION**

**XVI. RECESS UNTIL FEBRUARY 16, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.**

**CONSENT ITEMS 2- 21:**

**2. CONSIDERATION OF THE MINUTES OF THE JANUARY 5, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "Consideration of the minutes of the January 5, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney" is enumerated, this consent item is thereby approved.

**3. CONSIDERATION OF THE MINUTES OF THE JANUARY 11, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "Consideration of the minutes of the January 11, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney" is enumerated, this consent item is thereby approved.

**4. REQUEST APPROVAL OF THE CITY OF STARKVILLE MAKING A \$250 SPONSORSHIP OF MSU BLACK ALUMNI WEEKEND PURSUANT TO MISS. CODE ANN. 17-3-1**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval of the City of Starkville making a \$250 sponsorship of MSU Black Alumni Weekend pursuant to Miss. Code Ann. 17-3-1" is enumerated, this consent item is thereby approved.

**5. CONSIDERATION OF THE CITY OF STARKVILLE MAKING A \$250.00 SPONSORSHIP FOR THE STARKVILLE HIGH SCHOOL BASKETBALL TEAM BANNER PURSUANT TO MISS. CODE ANN. 17-3-1**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval of the City of Starkville making a \$250.00 sponsorship for the Starkville High School Basketball Team Banner pursuant to Miss. Code Ann. 17-3-1" is enumerated, this consent item is thereby approved.

**6. APPROVAL TO ACCEPT THE LOWEST AND BEST QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$41,392.00 FOR THE CONCRETE PORTION OF THE CITY PARKING LOT IMPROVEMENT PROJECT.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to accept the lowest and best quote from Groundstone Construction in the amount of \$41,392.00 for the concrete portion of the City Parking Lot Improvement Project to be paid from account 001-600-912-915 Starkville Café Parking Lot with any overruns in budget from 001-600-948-871 Ward 1 discretionary" is enumerated, this consent item is thereby approved.

Two quotes were received from local contractors:

Hester Fence and Construction Inc.: \$43,113.00 and Groundstone Construction: \$41,392.00

**7. APPROVAL TO ACCEPT THE LOW QUOTE FROM FALCON CONTRACTING IN THE AMOUNT OF \$39,820.00 FOR THE ASPHALT PORTION OF THE CITY PARKING LOT IMPROVEMENT PROJECT.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the " approval to accept the low quote from Falcon Contracting in the amount of \$39,820.00 for the asphalt portion of the City Parking Lot Improvement Project to be paid from account 001-600-912-915 Starkville Café Parking Lot with any overruns in budget from 001-600-948-871 Ward 1 discretionary" is enumerated, this consent item is thereby approved.

Two quotes were received from local contractors:

APAC: \$46,150.00 and Falcon Contracting: \$39,820.00

**8. APPROVAL OF DECEMBER 2015 FINANCIAL STATEMENTS.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the " approval of December 2015 Financial Statements" is enumerated, this consent item is thereby approved.

**9. REQUEST PERMISSION FOR TONY CLAYBORN, MARK MCCURDY, STEIN MCMULLEN AND JONATHAN WADE TO ATTEND THE MISSISSIPPI FIRE INVESTIGATORS ASSOCIATION 2016 SPRING SEMINAR MARCH 22 – 25, 2016, AT THE SAM'S TOWN HOTEL, TUNICA, MS FOR AN APPROXIMATE COST OF \$1,900.00.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby "permission for Tony Clayborn, Mark McCurdy, Stein McMullen and Jonathan Wade to attend the Mississippi Fire Investigators Association 2016 Spring seminar March 22 – 25, 2016, at the Sam's Town Hotel, Tunica, MS for an approximate cost of \$1,900.00" is enumerated, this consent item is thereby approved.

**10. REQUEST APPROVAL TO ALLOW GREENVILLE FITNESS TO CONDUCT THE FIRE DEPT. ANNUAL FITNESS EXAMS.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to allow Greenville Fitness to conduct the Fire Dept. annual fitness exams at an approximate cost of \$16,000 to be paid from account 001-261-600-319" is enumerated, this consent item is thereby approved.

**11. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION FOR A STREET SWEEPER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill a vacant position for a Street Sweeper in the Sanitation/Environmental Services Department" is enumerated, this consent item is thereby approved.

**12. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITIONS OF POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill vacant positions of Police Officers in the Starkville Police Department" is enumerated, this consent item is thereby approved.

**13. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE BENEFITS FOR CRYSTAL HACKETT AS SET FORTH IN OUR EDUCATIONAL ASSISTANCE POLICY.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval of educational assistance benefits in the amount of \$707.24 for Crystal Hackett as set forth in our educational assistance policy" is enumerated, this consent item is thereby approved.

**14. REQUEST AUTHORIZATION TO HIRE STEPHEN GARCIA, CHRISTIAN TWILLIE AND RYAN SHAW TO FILL VACANT POSITIONS FOR FIREFIGHTER IN THE FIRE DEPARTMENT.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to hire Stephen Garcia, Christian Twillie and Ryan Shaw to fill vacant positions for Firefighter in the Fire

Department at Grade 5, 2990 hours, \$9.50 per hour, subject to one (1) year probationary period” is enumerated, this consent item is thereby approved.

**15. DISCUSSION AND CONSIDERATION OF AMENDMENT TO PERSONNEL POLICY MANUAL SECTION 3.108: OUTSIDE EMPLOYMENT OR BUSINESS AS RELATES TO PARK SERVICE.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval of Amendment to Personnel Policy Manual Section 3.108: outside employment or business as relates to Park Dept” is enumerated, this consent item is thereby approved.

**Amendment**  
(amended text in italics)

PERSONNEL POLICY MANUAL

3.108 OUTSIDE EMPLOYMENT OR BUSINESS

No employee may engage in employment or business which could cause a conflict of interest, or use his City employment for personal gain. Outside employment or business must not interfere with performance of duties for the City. Any outside employment or business must have prior approval of your department head. Further, any department head who desires to engage in outside employment or business shall obtain prior approval from the Mayor and Board of Aldermen.

Section 25-4-105(3) (a) Mississippi Code of 1972 provides in part that no public servant (including both elected officials and regular employees of the City) shall be a contractor, subcontractor, or vendor with the governmental entity of which he is a member, or have a material financial interest in any business which is a contractor, subcontractor or vendor of the governmental entity of which he is a member, officer, employee, or agent. This provision is based on Section 25-4-101 which states that elective and public office and employment is a public trust, and that public servants shall endeavor to pursue a course of conduct which will not raise suspicion among the public that they are likely to be engaged in acts that are in violation of this trust.

Consequently, no employee of the City of Starkville may accept any position as a contractor, subcontractor, or vendor with the City during their period of employment or for a period of three (3) months following their termination of employment. This restriction shall extend for one (1) year for elected officials. *Notwithstanding the foregoing, Starkville employees may contract with the City to provide umpire and referee services for sports and events associated with the City's park system. This provision is retroactive to the City's direct management and operation of its park system on or about July 1, 2015.*

**16. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BID RECEIVED FROM TCC FACILITIES MANAGEMENT, INC. AT \$300 PER MONTH FOR THREE (3) DAYS PER WEEK FOR THE STARKVILLE POLICE DEPARTMENT AND AUTHORIZE THE CITY TO SIGN AN AGREEMENT WITH SAID COMPANY UPON REVIEW OF THE BOARD ATTORNEY.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to accept the lowest and best bid received from TCC Facilities Management, Inc. At \$300 per month for three (3) days per week for the Starkville Police Department and authorize the city to sign an agreement with said company upon review of the Board Attorney” is enumerated, this consent item is thereby approved.

**17. REQUEST APPROVAL TO ALLOW GREENVILLE FITNESS TO CONDUCT THE**

## **POLICE DEPT. ANNUAL FITNESS EXAMS.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to allow Greenville Fitness to conduct the Police Dept. annual fitness exams at an approximate cost of \$16,484 to be paid from account 001-201-600-319" is enumerated, this consent item is thereby approved.

## **18. REQUEST APPROVAL TO EXECUTE AN AMENDMENT TO THE WATER PURCHASE AGREEMENT WITH IREC CPP MISS. ST. LLC APPROVED NOVEMBER 18, 2014 ALONG WITH ANY AND ALL DOCUMENTS REQUIRED TO FILE A JOINT PETITION WITH THE TURKEY CREEK WATER ASSOCIATION WITH THE MISSISSIPPI PUBLIC SERVICE COMMISSION TO CANCEL THEIR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR THE SERVICE AREAS SPECIFIED IN SAID AMENDMENT ON BEHALF OF THE CITY.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to execute an amendment to the water purchase agreement with IREC CPP MISS. St. LLC approved November 18, 2014 along with any and all documents required to file a joint petition with the Turkey Creek Water Association with the Mississippi Public Service Commission to cancel their Certificate Of Public Convenience and Necessity for the service areas specified in said amendment on behalf of the City" is enumerated, this consent item is thereby approved.

PREPARED BY AND AFTER  
RECORDING RETURN TO:  
Broad and Cassel  
7777 Glades Road, Suite 300  
Boca Raton, Florida 33434  
Attention: Christopher Staller

### **AMENDMENT TO WATER PURCHASE AGREEMENT**

This Amendment to Water Purchase Agreement ("**Amendment**") is executed this \_\_\_ day of \_\_\_\_\_, 2016, by and between (i) IREC CPP MISS. ST., LLC, a Delaware limited liability company ("**IREC**"), (ii) HOMESTEAD ACQUISITIONS, LLC, an Ohio limited liability company ("**Homestead**") and (iii) CITY OF STARKVILLE ("**City**")

#### **RECITALS**

- A. IREC and City are parties to that certain Water Purchase Agreement recorded in Book 2014, at Page 1461, in the land records of Oktibbeha County, MS ("**Agreement**").
- B. Pursuant to the Agreement, the City supplies treated potable and non-potable water to service the Service Area.
- C. The Agreement provides that IREC will not provide water to other entities outside of the Service Area without the express written consent of the City.
- D. Homestead intends to construct a residential development on the lands described in Exhibit A attached hereto and made a part hereof ("**Homestead Apartments**").
- E. As part of the development of the Homestead Apartments, Homestead will, at its cost and expense, connect and install a water main and other infrastructure ("**Homestead Water Facilities**") and extend the same from the Homestead Apartments to the water main and other infrastructure ("**IREC Water Facilities**") located at the Service Area (the "**Connection**"), the purpose of which is to provide treated potable and non-potable water to service the Homestead Apartments.
- F. The parties desire to modify the Agreement as more particularly set forth below.

#### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee desire to amend the Agreement as more particularly set forth below.

1. **RECITALS/DEFINED TERMS** . The foregoing recitals are confirmed by the parties as true and correct and are incorporated herein by reference. The recitals are a substantive, contractual part of this Agreement. Capitalized terms which are not defined in this Amendment shall have the same meaning as defined in the Agreement.

2. **CONNECTION** . IREC agrees and consents to the Connection, in the location 2 depicted in Exhibit B attached hereto and made a part hereof. Similar to the metering equipment and shut off valves installed at the Discharge Point, Homestead agrees to install metering equipment and shut off valves at the Connection, so that IREC and Homestead can proportionately allocate costs between themselves for water usage. Homestead agrees to purchase metering equipment from suppliers that can certify that the installed meters comply with the accuracy standards of the American Water Works Association (AWWA).

3. **SERVICE AREA** . From and after the date hereof, the Service Area as described in Exhibit "A" to the Agreement is hereby deleted in its entirety and replaced with the Service Area described in Exhibit C attached hereto and made a part hereof. The parties acknowledge that the new Service Area is, collectively, the real property owned by IREC and the real property owned by Homestead. By its execution hereof, the City expressly consents to the new description of the Service Area and acknowledges that it will be supplying treated potable and non-potable water to service the new Service Area.

4. **PEAK FLOW** . From and after the date hereof, the third paragraph of Article III of the Agreement is hereby deleted in its entirety and replaced with the following:  
City agrees to provide treated potable water and non-potable water to the Service Areas from the Discharge Point and through the infrastructure installed and constructed by IREC and Homestead. The maximum peak flow shall be 2300 GPM (gallons per minute) in accordance with Exhibit D attached hereto and made a part hereof.

5. **MAINTENANCE** . Subject to Section 6 below, IREC shall maintain, repair, and replace the IREC Water Facilities and the Homestead Water Facilities (collectively, the "**Water Facilities** "), as may be necessary from time to time to keep them in good and operating condition and repair. IREC shall cause all maintenance, repairs, and replacements (including, without limitation, emergency maintenance, repairs, and replacements) to be made in a commercially reasonable manner that prevents harm to any portion of the Service Area, and reasonably minimizes interference with the use and occupancy of the Homestead Apartments.

6. **ALLOCATION OF COSTS AND REIMBURSEMENT** . Homestead is responsible for the costs incurred by IREC with respect to the treated potable and non-potable water made available to the Homestead Apartments, based on the same calculations described in the Agreement. On a monthly basis, IREC shall read the metering equipment at the Connection and forward a bill to Homestead. Homestead shall remit monthly payments to IREC on or prior to the due date specified on each such bill (which due date will be the same due date as shown in the bill delivered to IREC from the City). Homestead shall pay the following additional amounts to IREC, which amounts shall be due and payable within thirty (30) days after the receipt of a statement therefor from IREC accompanied by a copy of the invoice or statement received by IREC and a computation of the amount due and payable:

(a) Homestead's Share (as hereinafter defined) of any and all reasonable costs and expenses actually incurred by IREC in the maintenance, repair and replacement of the Water Facilities; provided, however, Homestead shall have no responsibility for any costs or expenses to

maintain, repair or replace the Water Facilities, to the extent such maintenance, repair, or replacement arises out of, or relates, to the gross negligence or willful misconduct of IREC, or its employees, agents, tenants, licensees, contractors, invitees and guests. The term "**Homestead's Share**" shall mean fifty percent (50%).

(b) Any and all reasonable costs and expenses actually incurred by IREC in the maintenance, repair and replacement of the Water Facilities, to the extent such maintenance, repair and replacement arises out of, or relates, to the gross negligence or willful misconduct of Homestead or its employees, agents, tenants, licensees, contractors, invitees and guests.

(c) Homestead's Share of the reasonable cost actually incurred by IREC, if any, to recalibrate, annually (or more often if requested by the City), any and all metering equipment used in connection with the Water Facilities.

(d) Any and all reasonable costs and expenses of any additional required metering, meter house and standard necessary devices at the Connection, which are necessary to service solely the Homestead Apartments.

## 7. DEFAULT

(a) If IREC or Homestead fail to comply with any provision in this Amendment (a "**Defaulting Owner**"), including, without limitation, the payment of any sum of money or the performance of any other obligation pursuant to the terms of this Amendment, then the other party (the "**Non-Defaulting Owner**"), at its option and with thirty (30) days prior written notice to the Defaulting Owner, in addition to any other remedies the Non-Defaulting Owner may have at law or in equity, may proceed (or any designee of the Non-Defaulting Owner may proceed, as the case may be) to perform such defaulted obligation on behalf of the Defaulting Owner (and shall have a license to do so) by the payment of money or other action for the account of the Defaulting Owner. The foregoing right to cure shall not be exercised if within the thirty (30) day notice period (i) the default is cured by the Defaulting Owner or another person acting on behalf of the Defaulting Owner, or (ii) if curable, the default cannot reasonably be cured within that time period but the Defaulting Owner or another person acting on the Defaulting Owner's behalf begins to cure such default within such time period and thereafter diligently and continuously pursues such cure to completion. The foregoing thirty (30) day notice period shall not be required if an emergency or an unreasonable interference with day-to-day business operations of the Non-Defaulting Owner exists as a result of the default; and in such event, the Non-Defaulting Owner shall be required to give only such advance notice (if any) to the Defaulting Owner as is reasonable under the circumstances.

(b) Within thirty (30) days of written demand therefor (including providing a copy of invoices reflecting costs incurred by the Non-Defaulting Owner), the Defaulting Owner shall reimburse the Non-Defaulting Owner for any sum reasonably expended by the Non-Defaulting Owner due to the default or in correcting the same, and, if such reimbursement is not paid within said thirty (30) day period and collection is required, the Non-Defaulting Owner's reasonable costs of collection, including, without limitation, reasonable attorneys' fees, shall be included in such reimbursement to the Non-Defaulting Owner.

(c) Any claim of the Non-Defaulting Owner for reimbursement of expenses incurred by the Non-Defaulting Owner as contemplated and allowed in this Section, together with collection costs as set forth above shall constitute a personal obligation and liability of the Defaulting Owner and shall be secured by an equitable charge and lien on the Property of the Defaulting Owner and all

improvements located thereon. Such lien shall attach and be effective from the date of recording of

the Lien Notice by or on behalf of the Non-Defaulting Owner. Upon such recording, such lien shall be superior and prior to all other liens encumbering the Property involved, except that such lien shall

not be prior and superior to any first lien mortgages prior to or after the recording of such Lien Notice or any renewal, extension or modification (including increases) of previously-recorded first lien mortgages. To evidence a lien accruing pursuant to this Section, the Non-Defaulting Owner shall prepare a written notice (a "**Lien Notice**") setting forth (a) the amount owing and a brief statement of the nature thereof; (b) the property to which the payment(s) relate(s); (c) the name of the

party that owns the property involved; and (d) reference to this Agreement as the source and



authority for such lien. The Lien Notice shall be signed and acknowledged by the Non-Defaulting Owner and shall be recorded in the applicable public records where such notices customarily are filed. A copy of such Lien Notice shall be mailed to the Defaulting Owner within thirty (30) days after such recording. Any such lien may be enforced by judicial foreclosure upon the Property to which the lien attached in like manner as a mortgage on real property is judicially foreclosed under

the laws of Mississippi. In any such foreclosure procedure, the party whose property is being foreclosed shall be required to pay the reasonable costs, expenses and attorneys' fees of the Non-

Defaulting Owner incurred in connection with the preparation and filing of the Lien Notice, as provided herein, and all reasonable costs, expenses and attorneys' fees of the Non-Defaulting Owner

incurred in connection with the foreclosure procedure. Additionally, the Non-Defaulting Owner shall notify any mortgagee that holds a mortgage on the Property being foreclosed if the Non-Defaulting Owner previously has been notified (in the manner herein provided) of such mortgagee's

interest and of its name and address.

(d) Any remedies provided for above in this Section in favor of the Non-Defaulting Owner are cumulative and shall be deemed additional to any and all other remedies to which the Non-Defaulting Owner may be entitled under this Agreement or at law or in equity and shall include the right to restrain by injunction or other equitable remedy any violation or threatened violation by any party of any of the terms, covenants, or conditions of this Agreement and by decree or other equitable remedy to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of any such term, covenant, or condition shall not be adequate.

(e) Notwithstanding any provision of this Agreement to the contrary, no party shall have the right to terminate the Agreement, as amended hereby, or any rights granted hereunder by reason

of a default or otherwise, or to take any measures to discontinue water service,.

**8. INTERRUPTION OF SERVICE** . Homestead agrees that IREC shall not be liable to Homestead for breach of contract or for any loss, injury, or damage to persons or property resulting from interruptions in service.

**9. INDEMNIFICATION** . Homestead agrees to indemnify, defend and hold harmless IREC from any and all liability or damages which IREC actually incurs as a result of claims, demands, costs, liens, judgments or awards against IREC arising out of or as a result of any use of the IREC Water Facilities by Homestead or its employees, agents, tenants, licensees, contractors, invitees and guests; provided, however, that the foregoing shall not be applicable to events or circumstances caused by the gross negligence or willful misconduct of IREC.

**10. NOTICES** . Article XVIII of the Agreement is hereby deleted and replaced with the following: All notices, demands, requests and other communications required or permitted under the Agreement, as amended hereby, will be deemed sufficient if mailed by U.S. certified mail, return receipt requested or by a reliable overnight delivery service, addressed to the parties as follows. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actually received by the recipient thereof.

If to Seller: The City of Starkville

110 W. Main St.

Starkville, MS 39759

Attn: Mayor Parker Wiseman

Email: p.wiseman@cityofstarkville.org

with a copy to: Mitchell, McNutt & Sams

P. O. Box 1366

Columbus, MS 39703-1366

Attn: Christopher J. Latimer

Email: [clatimer@mitchellmcnuttt.com](mailto:clatimer@mitchellmcnuttt.com)  
If to IREC: IREC CPP MISS. ST., LLC  
3100 W. Pinebrook Road, Suite 1250-C  
Park City, UT, 84098

Attn: Mr. Michael S. Augustine  
Email: [maugustine@homesteaddp.com](mailto:maugustine@homesteaddp.com)  
If to Homestead: Homestead Acquisitions, LLC  
3100 W. Pinebrook Road, Suite 1250-C  
Park City, UT, 84098

Attn: Mr. Michael S. Augustine  
Email: [maugustine@homesteaddp.com](mailto:maugustine@homesteaddp.com)

11. **ASSIGNMENT** . The parties agree that, without the consent of IREC or the City, Homestead shall have the right to freely assign all of its right, title and interest in and to this Amendment to the fee simple owner of the Homestead Apartments. At such time as Homestead or its assignee is the fee simple owner of the Homestead Apartments, the Agreement, as amended hereby, shall run with the Homestead Apartments and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. The Agreement shall continue to run with the Service Area (as described prior to the date hereof).

12. **ATTORNEYS' FEES** . In connection with any litigation or other effort to enforce or interpret the Agreement, as amended hereby, the prevailing party shall be entitled to recover its reasonable attorneys' fees and the costs and expense of litigation incurred before or after trial and in all tribunals, including the right to recover attorney's fees and costs to collect judgments, including judgment to recover such fees and costs.

13. **MODIFICATION OF AGREEMENT** . No party shall have the right, power or authority to modify, move or terminate the rights, privilege, covenants, provisions or conditions of the Agreement, as amended hereby, in whole or in part, except in the form of any instrument joined in and executed by the City and the owner of the Service Area, such instrument to be executed and acknowledged in the manner required by law for the execution and acknowledgement of deeds and which shall be recorded in the land records of Oktibbeha County, MS.

14. **CONFLICTING TERMS** . In the event of any conflict between the terms of the Easement, on one hand, and the terms of this Amendment, on the other hand, it is agreed that the terms of this Amendment shall control.

15. **COUNTERPARTS; FACSIMILE SIGNATURES** . This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one instrument. For the purposes of this Amendment, an executed facsimile counterpart copy of this Amendment shall be deemed an original for all purposes.

16. **RATIFICATION** . The remaining terms and provisions of the Agreement are ratified and confirmed by the parties and are incorporated in this Amendment by reference as if set forth fully herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

7

[HOMESTEAD SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned has/have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**HOMESTEAD ACQUISITIONS, LLC,**  
an Ohio limited liability company

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of HOMESTEAD ACQUISITIONS, LLC, an Ohio limited liability company. He is ( ) is personally known to me or ( ) produced as identification.

\_\_\_\_\_  
Notary Public

[IREC SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned has/have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

IREC CPP MISS. ST., LLC,  
a Delaware limited liability company

By: IREC Miss. St. Predev, LLC,  
a Texas limited liability company,  
its Managing Member

By:

Print Name:

Title:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of IREC Miss. St. Predev, LLC, the

Managing Member of IREC CPP MISS. ST., LLC, a Delaware limited liability company. He is ( ) is personally known to me or ( ) produced as identification.

\_\_\_\_\_  
Notary Public

[CITY SIGNATURE]

IN WITNESS WHEREOF, the undersigned has/have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF STARKVILLE

By:

Print Name:

Title:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of CITY OF STARKVILLE. He is ( ) is personally known to me or ( ) produced as identification.

\_\_\_\_\_  
Notary Public

**JOINDER AND CONSENT OF MORTGAGEE**

FIFTH THIRD BANK, an Ohio banking corporation, being the holder of that certain Construction Deed of Trust, Security Agreement, Fixture Filing And Assignment of Leases and Rents dated as of May 29, 2015, and recorded in Book 2015, at Page 8763 of the land records of Oktibbeha County, MS, hereby joins in and consents to the execution and filing of the foregoing Amendment to Water Purchase Agreement and agrees that its mortgage, lien or other encumbrance, as they have been, and as they may be, modified, amended, and assigned from time to time, shall be subordinated to the Water Purchase Agreement recorded in Book 2014, at Page 1461, in the land records of Oktibbeha County, MS, as such agreement may be modified and amended from time to time.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Signed, sealed and delivered in the presence of:

FIFTH THIRD BANK  
an Ohio banking corporation

Name:

By: Name: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of FIFTH THIRD BANK, on behalf of the company. He \_\_\_\_ is personally known to me or \_\_\_\_ has produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)

Notary Public  
Print Name:

**Exhibit A**

**Legal Description of Homestead Apartments**

Commencing at a found 2" iron pipe located at the Northwest corner of Section 12, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, said point identified as N 1435687.77, E 996543.99, on the above referenced coordinate system; thence South 58 degrees 31 minutes 18 seconds East a distance of 910.34 feet to a found 2" iron pipe on the South right-of-way line of a public road known as Oktoc Road, said point identified as N 1435212.413, E 997320.359, on the above referenced coordinate system; thence South 57 degrees 00 minutes 45 seconds East a distance of 157.32 feet to a found 1/2" rebar, said point being the Point of Beginning of the herein described tract; thence South 33 degrees 48 minutes 15 seconds West a distance of 315.93 feet to a found 1/2" rebar; thence South 32 degrees 31 minutes 58 seconds West a distance of 21.19 feet to a found 1/2" rebar; thence South 37 degrees 21 minutes 55 seconds West a distance of 137.64 feet to a found 1/2" rebar; thence South 55 degrees 43 minutes 48 seconds West a distance of 89.71 feet to a found 1/2" rebar; thence South 42 degrees 33 minutes 37 seconds West a distance of 78.77 feet to a found 1/2" rebar; thence South 16 degrees 30 minutes 10 seconds West a distance of 155.52 feet to a found 1/2" rebar; thence South 13 degrees 56 minutes 17 seconds West a distance of 143.60 feet to a found 1/2" rebar; thence South 89 degrees 59 minutes 43 seconds East a distance of 395.75 feet to a found 1/2" rebar; thence South 26 degrees 46 minutes 20 seconds West a distance of 385.69 feet to a found 1/2" rebar; thence North 89 degrees 52 minutes 51 seconds East a distance of 174.36 feet to a found 1/2" rebar; thence South 31 degrees 16 minutes 28 seconds West a distance of 50.50 feet to a found 1/2" rebar; thence North 88 degrees 53 minutes 00 seconds East a distance of 827.65 feet to a found iron

stob; thence North 00 degrees 42 minutes 53 seconds West a distance of 685.90 feet to a found ½” rebar on the South right-of-way line of said road; thence, along the South right-of-way of said road the following calls and distances: North 57 degrees 21 minutes 12 seconds West a distance of 580.49 feet to a found right-of-way marker, North 32 degrees 16 minutes 15 seconds East a distance of 20.00 feet to a set ½” rebar, North 57 degrees 43 minutes 45 seconds West a distance of 225.00 feet to a set ½” rebar, South 32 degrees 16 minutes 15 seconds West a distance of 5.00 feet to a set ½” rebar, North 57 degrees 43 minutes 45 seconds West a distance of 48.74 feet to a found ½” rebar to the Point of Beginning, containing 21.60 acres, more or less, and lying in the Northwest Quarter of Section 12, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

**Exhibit B  
Depiction of Connection  
(see attached)**

**Exhibit C  
Legal Description of Service Area  
IREC PROPERTY**

Commencing at a 1" iron pin found on the Northeast corner of Section 12, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, run South a distance of 314.46', thence West a distance of 3154.95' to a 1/2" Iron pin found and the Point of Beginning of the parcel herein described. From said Point of Beginning, run generally along and contiguous to an existing fence line S 00°10'00" E a distance of 793.94' to a 1/2" iron pin found; thence N 57°15'31" W a distance of 420.14' to a 1/2" iron pin found, thence N 57°15'31" W a distance of 213.35' to a 1/2" iron pin set on an existing old fence; thence S 05°41'48" W a distance of 187.23' to a 1/2" iron pin set on the North Right of Way of Oktoc Road (25' from centerline); thence along said Right of Way N 57°28'54" W a distance of 512.15' to a 1/2" iron pin set; thence leaving said Right of Way run N 02°52'58" E a distance of 279.99' to a 1/2" iron pin set at an existing old fence corner; thence generally along and contiguous to said fence line N 02°31'02" E a distance of 271.34' to a 1/2" iron pin found on the South Right of Way of Blackjack Road (30' from centerline), thence along said Right of Way as follows N 89°27'10" E a distance of 255.40'; thence N 88°52'41" E a distance of 135.00'; thence N 88°28'23" E a distance of 148.01' to a point being delineated by a witness 1/2" iron pin found 8.11' North of the actual corner (on line); thence leaving said Right of Way, run S 00°11'25" E a distance of 197.83' to a 1/2" iron pin found; thence N 89°56'40" E a distance of 415.99' back to the point of beginning. Said parcel is located in the North Half of the Northwest Quarter of Section 12, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, and contains 15.10 acres.

**HOMESTEAD PROPERTY**

Commencing at a found 2" iron pipe located at the Northwest corner of Section 12, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, said point identified as N 1435687.77, E 996543.99, on the above referenced coordinate system; thence South 58 degrees 31 minutes 18 seconds East a distance of 910.34 feet to a found 2" iron pipe on the South right-of-way line of a public road known as Oktoc Road, said point identified as N 1435212.413, E 997320.359, on the above referenced coordinate system; thence South 57 degrees 00 minutes 45 seconds East a distance of 157.32 feet to a found 1/2" rebar, said point being the Point of Beginning of the herein described tract; thence South 33 degrees 48 minutes 15 seconds West a distance of 315.93 feet to a found 1/2" rebar; thence South 32 degrees 31 minutes 58 seconds West a distance of 21.19 feet to a found 1/2" rebar; thence South 37 degrees 21 minutes 55 seconds West a distance of 137.64 feet to a found 1/2" rebar; thence South 55 degrees 43 minutes 48 seconds West a distance of 89.71 feet to a found 1/2" rebar; thence South 42 degrees 33 minutes 37 seconds West a distance of 78.77 feet to a found 1/2" rebar; thence South 16 degrees 30 minutes 10 seconds West a distance of 155.52 feet to a found 1/2" rebar; thence South 13 degrees 56 minutes 17 seconds West a distance of 143.60 feet to a found 1/2" rebar; thence South 89 degrees 59 minutes 43 seconds East a distance of 395.75 feet to a found 1/2" rebar; thence South 26 degrees 46 minutes 20 seconds West a distance of 385.69 feet to a found 1/2" rebar; thence North 89 degrees 52 minutes 51 seconds East a distance of 174.36 feet to a found 1/2" rebar; thence South 31 degrees 16 minutes 28 seconds West a distance of 50.50 feet to a found 1/2" rebar; thence North 88 degrees 53 minutes 00 seconds East a distance of 827.65 feet to a found iron stob; thence North 00 degrees 42 minutes 53 seconds West a distance of 685.90 feet to a found 1/2" rebar on the South right-of-way line of said road; thence, along the South right-of-way of said road the following calls and distances: North 57 degrees 21 minutes 12 seconds West a distance of 580.49 feet to a found right-of-way marker, North 32 degrees 16 minutes 15 seconds East a distance of 20.00 feet to a set 1/2" rebar, North 57 degrees 43 minutes 45 seconds West a distance of 225.00 feet to a set 1/2" rebar, South 32 degrees 16 minutes 15 seconds West a distance of 5.00 feet to a set 1/2" rebar, North 57 degrees 43 minutes 45 seconds West a distance of 48.74 feet to a found 1/2" rebar to the Point of Beginning, containing 21.60 acres, more or less, and lying in the Northwest Quarter of Section 12, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

**Exhibit D  
(see attached)**

\*\*\*\*\*  
SUMMARY OF ORIGINAL DATA  
\*\*\*\*\*

UNITS SPECIFIED

FLOWRATE ..... = gallons/minute  
 HEAD (HGL) ..... = feet  
 PRESSURE ..... = psig

PIPELINE DATA

STATUS CODE: XX -CLOSED PIPE CV -CHECK VALVE

PIPE            NODE NAMES    LENGTH DIAMETER ROUGHNESS    MINOR  
 NAME           #1    #2    (ft) (in)    COEFF. LOSS COEFF.

-----  
 P1            N6a    N7    959.03  14.00 120.0000  0.00

EXHIBIT D

Page 2 of 9

|      |      |      |         |       |          |      |
|------|------|------|---------|-------|----------|------|
| P-1  | N10  | N11  | 104.46  | 8.00  | 120.0000 | 0.00 |
| P-10 | N13  | N12  | 663.32  | 12.00 | 120.0000 | 0.00 |
| P-11 | N11  | N16  | 773.63  | 8.00  | 120.0000 | 0.00 |
| P-12 | N16  | N18  | 585.37  | 8.00  | 120.0000 | 0.00 |
| P-13 | N7   | N8   | 157.29  | 12.00 | 120.0000 | 0.00 |
| P-14 | N17  | J-6  | 142.65  | 12.00 | 120.0000 | 0.00 |
| P-15 | N12  | N10  | 191.40  | 12.00 | 120.0000 | 0.00 |
| P-17 | N19  | N8a  | 104.17  | 12.00 | 120.0000 | 0.00 |
| P-18 | N14  | N19  | 186.50  | 8.00  | 120.0000 | 0.00 |
| P-19 | J-1a | J-1  | 88.26   | 12.00 | 120.0000 | 0.00 |
| P-2  | N18  | N19  | 171.67  | 12.00 | 120.0000 | 0.00 |
| P-20 | J-1b | J-7  | 248.19  | 12.00 | 120.0000 | 0.00 |
| P-21 | J-1  | J-1b | 321.79  | 12.00 | 120.0000 | 0.00 |
| P-22 | J-1  | J-3  | 322.87  | 12.00 | 120.0000 | 0.00 |
| P-23 | J-2  | J-4  | 504.29  | 12.00 | 120.0000 | 0.00 |
| P-24 | J-2  | J-12 | 231.01  | 12.00 | 120.0000 | 0.00 |
| P-25 | J-3  | J-2  | 200.12  | 14.00 | 120.0000 | 0.00 |
| P-26 | J-4  | J-11 | 413.44  | 12.00 | 120.0000 | 0.00 |
| P-27 | J-4  | J-10 | 491.48  | 12.00 | 120.0000 | 0.00 |
| P-28 | J-6  | J-5  | 220.89  | 12.00 | 120.0000 | 0.00 |
| P-29 | J-5  | J-9  | 215.91  | 12.00 | 120.0000 | 0.00 |
| P-3  | N10  | N18  | 264.23  | 12.00 | 120.0000 | 0.00 |
| P-30 | J-5  | J-8  | 105.42  | 6.00  | 120.0000 | 0.00 |
| P-31 | J-7  | J-1a | 241.04  | 12.00 | 120.0000 | 0.00 |
| P-32 | J-9  | J-1b | 168.40  | 12.00 | 120.0000 | 0.00 |
| P-33 | J-10 | J-6  | 291.69  | 12.00 | 120.0000 | 0.00 |
| P-34 | J-11 | J-2  | 427.01  | 12.00 | 120.0000 | 0.00 |
| P-35 | J-12 | J-3  | 281.23  | 12.00 | 120.0000 | 0.00 |
| P-4  | N5a  | N6a  | 1211.62 | 14.00 | 120.0000 | 0.00 |
| P5   | N17  | N7   | 776.97  | 14.00 | 120.0000 | 0.00 |
| P-5  | N4   | N5a  | 1011.61 | 14.00 | 120.0000 | 0.00 |
| P-6  | N3a  | N4   | 1230.91 | 14.00 | 120.0000 | 0.00 |
| P-7  | FGN  | N3a  | 1074.61 | 14.00 | 120.0000 | 0.00 |
| P-8  | N8   | N9a  | 381.79  | 8.00  | 120.0000 | 0.00 |
| P-9  | N9a  | N10  | 319.65  | 8.00  | 120.0000 | 0.00 |

NODE DATA

EXHIBIT D

Page 3 of 9

| NODE NAME | NODE TITLE | EXTERNAL DEMAND (gpm) | JUNCTION ELEVATION (ft) | EXTERNAL GRADE |
|-----------|------------|-----------------------|-------------------------|----------------|
|-----------|------------|-----------------------|-------------------------|----------------|

|      |      |        |        |  |
|------|------|--------|--------|--|
| FGN  | ---- | 387.00 | 532.00 |  |
| J-1  | 0.00 | 367.00 |        |  |
| J-10 | 0.00 | 357.00 |        |  |
| J-11 | 0.00 | 351.00 |        |  |
| J-12 | 0.00 | 360.00 |        |  |
| J-1a | 0.00 | 366.00 |        |  |

|      |         |        |
|------|---------|--------|
| J-1b | 0.00    | 369.00 |
| J-2  | 0.00    | 360.00 |
| J-3  | 0.00    | 364.00 |
| J-4  | 0.00    | 357.00 |
| J-5  | 0.00    | 367.00 |
| J-6  | 0.00    | 365.00 |
| J-7  | 2099.00 | 369.00 |
| J-8  | 0.00    | 364.00 |
| J-9  | 0.00    | 369.00 |
| N10  | 0.00    | 375.00 |
| N11  | 0.00    | 375.00 |
| N12  | 0.00    | 376.00 |
| N13  | 201.00  | 362.00 |
| N14  | 0.00    | 359.00 |
| N16  | 0.00    | 362.00 |
| N17  | 0.00    | 360.00 |
| N18  | 0.00    | 367.00 |
| N19  | 0.00    | 360.00 |
| N3a  | 0.00    | 360.00 |
| N4   | 0.00    | 350.00 |
| N5a  | 0.00    | 340.00 |
| N6a  | 0.00    | 374.00 |
| N7   | 0.00    | 358.00 |
| N8   | 0.00    | 360.00 |
| N8a  | 0.00    | 360.00 |
| N9a  | 0.00    | 365.00 |

OUTPUT OPTION DATA

EXHIBIT D

Page 4 of 9

OUTPUT SELECTION: ALL RESULTS ARE INCLUDED IN THE TABULATED OUTPUT

MAXIMUM AND MINIMUM PRESSURES = 5  
 MAXIMUM AND MINIMUM VELOCITIES = 5  
 MAXIMUM AND MINIMUM HEAD LOSS/1000 = 5

SYSTEM CONFIGURATION

NUMBER OF PIPES .....(P) = 36  
 NUMBER OF END NODES .....(J) = 31  
 NUMBER OF PRIMARY LOOPS .....(L) = 5  
 NUMBER OF SUPPLY NODES .....(F) = 1  
 NUMBER OF SUPPLY ZONES .....(Z) = 1

Case: 0

RESULTS OBTAINED AFTER 9 TRIALS: ACCURACY = 0.74922E-04

SIMULATION DESCRIPTION (LABEL)

PIPELINE RESULTS

STATUS CODE: XX -CLOSED PIPE CV -CHECK VALVE

| PIPE NAME | NODE #1 | NODE #2 | FLOWRATE LOSS | HEAD LOSS | MINOR VELO. | LINE 1000 | HL+ML/ 1000 | HL/ |
|-----------|---------|---------|---------------|-----------|-------------|-----------|-------------|-----|
|           |         |         | gpm           | ft        | ft/s        | ft/f      | ft/f        |     |

|      |     |     |         |      |      |      |      |      |
|------|-----|-----|---------|------|------|------|------|------|
| P1   | N6a | N7  | 2300.00 | 6.23 | 0.00 | 4.79 | 6.49 | 6.49 |
| P-1  | N10 | N11 | 0.49    | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| P-10 | N12 | N13 | 201.00  | 0.10 | 0.00 | 0.57 | 0.15 | 0.15 |
| P-11 | N11 | N16 | 0.49    | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

EXHIBIT D

Page 5 of 9

|      |     |     |         |      |      |      |       |       |
|------|-----|-----|---------|------|------|------|-------|-------|
| P-12 | N16 | N18 | 0.49    | 0.00 | 0.00 | 0.00 | 0.00  | 0.00  |
| P-13 | N7  | N8  | 201.00  | 0.02 | 0.00 | 0.57 | 0.15  | 0.15  |
| P-14 | N17 | J-6 | 2099.00 | 1.66 | 0.00 | 5.95 | 11.61 | 11.61 |
| P-15 | N10 | N12 | 201.00  | 0.03 | 0.00 | 0.57 | 0.15  | 0.15  |
| P-17 | N19 | N8a | 0.00    | 0.00 | 0.00 | 0.00 | 0.00  | 0.00  |



|      |      |      |         |      |      |      |      |      |
|------|------|------|---------|------|------|------|------|------|
| P-18 | N14  | N19  | 0.00    | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| P-19 | J-1  | J-1a | 962.71  | 0.24 | 0.00 | 2.73 | 2.74 | 2.74 |
| P-2  | N18  | N19  | 0.00    | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| P-20 | J-1b | J-7  | 1136.29 | 0.92 | 0.00 | 3.22 | 3.73 | 3.73 |
| P-21 | J-1b | J-1  | 131.62  | 0.02 | 0.00 | 0.37 | 0.07 | 0.07 |
| P-22 | J-3  | J-1  | 831.09  | 0.67 | 0.00 | 2.36 | 2.09 | 2.09 |
| P-23 | J-4  | J-2  | 472.49  | 0.37 | 0.00 | 1.34 | 0.73 | 0.73 |
| P-24 | J-2  | J-12 | 238.04  | 0.05 | 0.00 | 0.68 | 0.21 | 0.21 |
| P-25 | J-2  | J-3  | 593.05  | 0.11 | 0.00 | 1.24 | 0.53 | 0.53 |
| P-26 | J-4  | J-11 | 358.60  | 0.18 | 0.00 | 1.02 | 0.44 | 0.44 |
| P-27 | J-10 | J-4  | 831.09  | 1.03 | 0.00 | 2.36 | 2.09 | 2.09 |
| P-28 | J-6  | J-5  | 1267.91 | 1.01 | 0.00 | 3.60 | 4.56 | 4.56 |
| P-29 | J-5  | J-9  | 1267.91 | 0.99 | 0.00 | 3.60 | 4.56 | 4.56 |
| P-3  | N18  | N10  | 0.49    | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| P-30 | J-5  | J-8  | 0.00    | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| P-31 | J-1a | J-7  | 962.71  | 0.66 | 0.00 | 2.73 | 2.74 | 2.74 |
| P-32 | J-9  | J-1b | 1267.91 | 0.77 | 0.00 | 3.60 | 4.56 | 4.56 |
| P-33 | J-6  | J-10 | 831.09  | 0.61 | 0.00 | 2.36 | 2.09 | 2.09 |
| P-34 | J-11 | J-2  | 358.60  | 0.19 | 0.00 | 1.02 | 0.44 | 0.44 |
| P-35 | J-12 | J-3  | 238.04  | 0.06 | 0.00 | 0.68 | 0.21 | 0.21 |
| P-4  | N5a  | N6a  | 2300.00 | 7.87 | 0.00 | 4.79 | 6.49 | 6.49 |
| P5   | N7   | N17  | 2099.00 | 4.26 | 0.00 | 4.37 | 5.48 | 5.48 |
| P-5  | N4   | N5a  | 2300.00 | 6.57 | 0.00 | 4.79 | 6.49 | 6.49 |
| P-6  | N3a  | N4   | 2300.00 | 7.99 | 0.00 | 4.79 | 6.49 | 6.49 |
| P-7  | FGN  | N3a  | 2300.00 | 6.98 | 0.00 | 4.79 | 6.49 | 6.49 |
| P-8  | N8   | N9a  | 201.00  | 0.41 | 0.00 | 1.28 | 1.09 | 1.09 |
| P-9  | N9a  | N10  | 201.00  | 0.35 | 0.00 | 1.28 | 1.09 | 1.09 |

NODE RESULTS

| NODE NAME | NODE TITLE | EXTERNAL DEMAND | HYDRAULIC GRADE | NODE ELEVATION | PRESSURE HEAD | NODE PRESSURE |
|-----------|------------|-----------------|-----------------|----------------|---------------|---------------|
|           | gpm        | ft              | ft              | ft             | psi           |               |

EXHIBIT D

Page 6 of 9

|      |         |        |        |        |       |  |
|------|---------|--------|--------|--------|-------|--|
| FGN  | ----    | 532.00 | 387.00 | 145.00 | 62.83 |  |
| J-1  | 0.00    | 487.67 | 367.00 | 120.67 | 52.29 |  |
| J-10 | 0.00    | 489.85 | 357.00 | 132.85 | 57.57 |  |
| J-11 | 0.00    | 488.64 | 351.00 | 137.64 | 59.64 |  |
| J-12 | 0.00    | 488.40 | 360.00 | 128.40 | 55.64 |  |
| J-1a | 0.00    | 487.43 | 366.00 | 121.43 | 52.62 |  |
| J-1b | 0.00    | 487.69 | 369.00 | 118.69 | 51.43 |  |
| J-2  | 0.00    | 488.45 | 360.00 | 128.45 | 55.66 |  |
| J-3  | 0.00    | 488.35 | 364.00 | 124.35 | 53.88 |  |
| J-4  | 0.00    | 488.82 | 357.00 | 131.82 | 57.12 |  |
| J-5  | 0.00    | 489.45 | 367.00 | 122.45 | 53.06 |  |
| J-6  | 0.00    | 490.46 | 365.00 | 125.46 | 54.36 |  |
| J-7  | 2099.00 | 486.77 | 369.00 | 117.77 | 51.03 |  |
| J-8  | 0.00    | 489.45 | 364.00 | 125.45 | 54.36 |  |
| J-9  | 0.00    | 488.46 | 369.00 | 119.46 | 51.77 |  |
| N10  | 0.00    | 495.59 | 375.00 | 120.59 | 52.25 |  |
| N11  | 0.00    | 495.59 | 375.00 | 120.59 | 52.25 |  |
| N12  | 0.00    | 495.56 | 376.00 | 119.56 | 51.81 |  |
| N13  | 201.00  | 495.46 | 362.00 | 133.46 | 57.83 |  |
| N14  | 0.00    | 495.59 | 359.00 | 136.59 | 59.19 |  |
| N16  | 0.00    | 495.59 | 362.00 | 133.59 | 57.89 |  |
| N17  | 0.00    | 492.11 | 360.00 | 132.11 | 57.25 |  |
| N18  | 0.00    | 495.59 | 367.00 | 128.59 | 55.72 |  |
| N19  | 0.00    | 495.59 | 360.00 | 135.59 | 58.75 |  |
| N3a  | 0.00    | 525.02 | 360.00 | 165.02 | 71.51 |  |
| N4   | 0.00    | 517.03 | 350.00 | 167.03 | 72.38 |  |

|     |      |        |        |        |       |
|-----|------|--------|--------|--------|-------|
| N5a | 0.00 | 510.46 | 340.00 | 170.46 | 73.87 |
| N6a | 0.00 | 502.60 | 374.00 | 128.60 | 55.73 |
| N7  | 0.00 | 496.37 | 358.00 | 138.37 | 59.96 |
| N8  | 0.00 | 496.35 | 360.00 | 136.35 | 59.08 |
| N8a | 0.00 | 495.59 | 360.00 | 135.59 | 58.75 |
| N9a | 0.00 | 495.93 | 365.00 | 130.93 | 56.74 |

MAXIMUM AND MINIMUM VALUES

PRESSURES

JUNCTION MAXIMUM          JUNCTION MINIMUM  
EXHIBIT D

Page 7 of 9

NUMBER PRESSURES          NUMBER PRESSURES  
psi                                  psi

|     |       |      |       |
|-----|-------|------|-------|
| N5a | 73.87 | J-7  | 51.03 |
| N4  | 72.38 | J-1b | 51.43 |
| N3a | 71.51 | J-9  | 51.77 |
| FGN | 62.83 | N12  | 51.81 |
| N7  | 59.96 | N10  | 52.25 |

VELOCITIES

PIPE MAXIMUM          PIPE MINIMUM  
NUMBER VELOCITY          NUMBER VELOCITY  
(ft/s)                                  (ft/s)

|      |      |      |      |
|------|------|------|------|
| P-14 | 5.95 | P-3  | 0.00 |
| P1   | 4.79 | P-1  | 0.00 |
| P-4  | 4.79 | P-11 | 0.00 |
| P-5  | 4.79 | P-12 | 0.00 |
| P-6  | 4.79 | P-21 | 0.37 |

HL + ML / 1000

PIPE MAXIMUM          PIPE MINIMUM  
NUMBER HL+ML/1000          NUMBER HL+ML/1000  
(ft/ft)                                  (ft/ft)

|      |       |      |      |
|------|-------|------|------|
| P-14 | 11.61 | P-3  | 0.00 |
| P-4  | 6.49  | P-1  | 0.00 |
| P-5  | 6.49  | P-11 | 0.00 |
| P-6  | 6.49  | P-12 | 0.00 |
| P-7  | 6.49  | P-21 | 0.07 |

HL / 1000

PIPE MAXIMUM          PIPE MINIMUM  
NUMBER HL/1000          NUMBER HL/1000  
(ft/ft)                                  (ft/ft)

|      |       |     |      |
|------|-------|-----|------|
| P-14 | 11.61 | P-3 | 0.00 |
| P-4  | 6.49  | P-1 | 0.00 |

EXHIBIT D

Page 8 of 9

|     |      |      |      |
|-----|------|------|------|
| P-5 | 6.49 | P-11 | 0.00 |
| P-6 | 6.49 | P-12 | 0.00 |
| P-7 | 6.49 | P-21 | 0.07 |

SUMMARY OF INFLOWS AND OUTFLOWS

(+) INFLOWS INTO THE SYSTEM FROM SUPPLY NODES

(-) OUTFLOWS FROM THE SYSTEM INTO SUPPLY NODES

NODE FLOWRATE NODE  
NAME gpm TITLE

-----  
FGN 2300.00

NET SYSTEM INFLOW = 2300.00

NET SYSTEM OUTFLOW = 0.00

NET SYSTEM DEMAND = 2300.00  
\*\*\*\*\* HYDRAULIC ANALYSIS COMPLETED \*\*\*\*\*

**19. REQUEST AUTHORIZATION FOR TERRY KEMP TO TRAVEL TO CHATTANOOGA, TN FOR TVPPA AND SAEC MEETINGS ON MARCH 3, 2016, TO CHATTANOOGA, TN ON MARCH 28, 2016 FOR THE TVPPA BOARD MEETING, AND TO SANDESTIN, FL FOR THE TVPPA ANNUAL CONFERENCE MAY 16 – 18, 2016.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "authorization for Terry Kemp to travel to Chattanooga, TN for TVPPA and SAEC Meetings on March 3, 2016, to Chattanooga, TN on March 28, 2016 for the TVPPA Board Meeting, and to Sandestin, FL for the TVPPA annual conference May 16 – 18, 2016" is enumerated, this consent item is thereby approved.

**20. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO ADVERTISE FOR BIDS FOR WATER METER REPLACEMENT AND AMI INSTALLATION SERVICES.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval for Starkville Utilities to advertise for bids for water meter replacement and AMI installation services" is enumerated, this consent item is thereby approved.

Starkville Utilities began deploying AMI water meters in March of 2015 with the goal to complete deployment in critical (high turnover) areas by June 30, 2016 and full deployment by end of calendar year 2016. To date 2563 AMI water meters have been deployed with 8937 remaining.

**21. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID AND EXTEND PERMISSION TO BEGIN THE PROJECT FOR THE EXTENSION OF THE FORCE MAIN ON BANYAN ROAD TO TERRY STIDHAM CONSTRUCTION.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "authorization to accept the lowest bid and extend permission to begin the project for the extension of the force main on Banyan Road to Terry Stidham Construction" is enumerated, this consent item is thereby approved.

The summary of base bids submitted follows:

|                               |              |
|-------------------------------|--------------|
| 4-D Construction              | \$667,545.00 |
| Eubank Construction Co., Inc. | \$454,090.00 |
| Perma Corporation             | \$487,570.00 |
| Terry Stidham Construction    | \$440,520.00 |

**END OF CONSENT AGENDA ITEMS**

**ANNOUNCEMENTS AND COMMENTS:**

**MAYOR'S COMMENTS:**

Mayor Wiseman introduced the following new employees:  
Steven Morgan—Firefighter  
Andrew Claybourn—Firefighter

**BOARD OF ALDERMEN COMMENTS:**

Alderman Walker informed the public of upcoming Master Comprehensive Park and Recreation Open Meetings set for February 9, 10 and 11.

**CITIZEN COMMENTS:**

Kenneth Aassad, Grass Roots Aviation, commented on items on the agenda concerning the Airport Fixed Base Operator Lease.

**22. DISCUSSION AND CONSIDERATION OF AN APPEAL OF THE DENIAL OF EX 15-08 USE BY EXCEPTION REQUEST FOR TWO NONCONFORMING SIGNS AT RED ROOF INN LOCATED AT 410 DR. MLK JR DRIVE EAST IN A T-5 ZONED PARCEL WITH THE PARCEL NUMBER 117M-00-138.00**

Buddy Sanders presented information related to the request of an Appeal of the Denial of EX 15-08 Use by Exception request for two nonconforming signs at Red Roof Inn located at 410 Dr. MLK Jr Drive. The applicant requested a Use by Exception to allow two nonconforming signs to remain in front of his business. The applicant hired a contractor to obtain permitting and place the signs on his property. Without the knowledge of the owner, the contractor placed the signs without getting a permit. The scope of the contract with the contractor was to place two new signs, replace the face of an existing sign and obtain all required permitting. The existing sign is nonconforming pole sign, but a face plate change is allowed if the sign is currently in use. The two new signs are a monument type directional sign and an internally illuminated wall sign. Both of these types are not allowed in a T5 District. Once the applicant was notified of the issue, he immediately submitted a sign application and a Use by Exception request with the City. The application for the face plate change was approved. The Planning and Zoning Commission denied this request on December 8<sup>th</sup>, 2015. Mr. Patel appealed this request by letter on December 16<sup>th</sup>, 2015.

Mr. Raj Patel addressed the Mayor and Board. He stated he had paid permit fees to a sign company and that company had failed to obtain the permits prior to installing the signs.

Alderman Vaughn offered a motion to grant approval of the Appeal of the Denial of EX 15-08 Use by Exception request for two nonconforming signs at Red Roof Inn located at 410 Dr MLK Jr Drive East in a T-5 zoned parcel with the parcel number 117M-00-138.00, based on a finding that the exception is consistent with Sections 1.2 and 1.3 of the transect district code and is consistent with the goals, objectives and policies of the City of Starkville comprehensive plan. Following a second by Alderman Carver, the Board voted as follows:

- Alderman Ben Carver                    Voted: Yea
- Alderman Lisa Wynn                    Voted: Yea
- Alderman David Little                Voted: Absent
- Alderman Jason Walker                Voted: Nay
- Alderman Scott Maynard              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.

**23. DISCUSSION AND CONSIDERATION OF THE MODIFICATION AND/OR REMOVAL OF CONDITIONS PLACED ON RZ 14-03 BY THE BOARD OF ALDERMEN ON JUNE 17, 2014 FOR**

**THE SONIC REZONING OF 711 VINE STREET FROM R-3 TO B-1 WITH THE PARCEL NUMBER 102H-00-183.00.**

Buddy Sanders presented the rezoning request. The applicants are requesting that the conditions for the rezoning of 711 Vine Street be removed or modified. RZ 14-03 was approved on June 17, 2015 with five conditions. The applicants, Sonic Drive In and Dutch Oil Company, are requesting the removal of Condition #2 (see below). The applicants are also requesting to modify Condition #1 (see below) by proposing to have the brick wall complete within 90 days of this hearing.

Conditions approved by the Board of Aldermen on June 17, 2015.

1. 7-foot solid brick wall constructed on the south side.
2. 6-foot wood privacy fence on the east side.
3. Outdoor lighting shall be shielded away from the residential area and downlit.
4. No commercial structure built on B-1 property.
5. Only one egress / ingress be constructed off Vine Street.

Following comments from the Aldermen, the Mayor then opened a Public Hearing and the floor for citizen comments. Dewitt Hicks, legal representative for the owner of the Sonic Drive In and Dutch Oil, Joe Gillis and Tommy Taylor of Dutch Oil and Ernie Jacobson of Sonic addressed the Board. A blue print of the plans for the property were displayed for the Board and Public.

Machanda Bush, 721 Vine Street, spoke on behalf of the residents of Vine Street. She asked that the property line be established before any structures are built. She also stated that safety is the main reason the residents are opposed to the rezoning.

Discussion and questions from Aldermen followed. Mayor Wiseman then called for additional comments. There being none, the Mayor closed the Public Hearing.

Alderman Vaughn offered a motion to deny the request for the modification and/or removal of conditions placed on RZ 14-03 by the Board of Aldermen on June 17, 2014 for the Rezoning of 711 Vine Street from R-3 to B-1 with the parcel number 102H-00-183.00. Alderwoman Walker offered a second to the motion.

The Board voted as follows:

|                            |               |
|----------------------------|---------------|
| Alderman Ben Carver        | Voted: Nay    |
| Alderman Lisa Wynn         | Voted: Nay    |
| Alderman David Little      | Voted: Absent |
| Alderman Jason Walker      | Voted: Yea    |
| Alderman Scott Maynard     | Voted: Nay    |
| Alderman Roy A'. Perkins   | Voted: Yea    |
| Alderman Henry Vaughn, Sr. | Voted: Yea    |

Having received a tie vote, the Mayor voted Yea and declared the motion to deny the request passed.

Alderman Maynard left the meeting at this time.

**24. 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 relating to the Board's consideration of potentially terminating the Fixed Base

Operator Lease with the airport. Upon the Motion of Alderman Carver 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 Lisa Wynn         | Voted: Yea    |
| Alderman David Little      | Voted: Absent |
| Alderman Jason Walker      | Voted: Yea    |
| Alderman Scott Maynard     | Voted: Absent |
| 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.

## **25. A MOTION TO RETURN TO OPEN SESSION.**

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

|                            |               |
|----------------------------|---------------|
| Alderman Ben Carver        | Voted: Yea    |
| Alderman Lisa Wynn         | Voted: Yea    |
| Alderman David Little      | Voted: Absent |
| Alderman Jason Walker      | Voted: Yea    |
| Alderman Scott Maynard     | Voted: Absent |
| 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 not to enter into executive session.

## **26. DISCUSSION AND CONSIDERATION OF TERMINATING THE AIRPORT FIXED BASE OPERATOR LEASE.**

Alderman Wynn offered a motion to accept the recommendation of the Municipal Airport Board to terminate the current lease of Airport Fixed Base Operator Kenneth Aasand / Grassroots Aviation, which was then seconded by Alderman Perkins. The Board voted as follows:

|                            |               |
|----------------------------|---------------|
| Alderman Ben Carver        | Voted: Yea    |
| Alderman Lisa Wynn         | Voted: Yea    |
| Alderman David Little      | Voted: Absent |
| Alderman Jason Walker      | Voted: Yea    |
| Alderman Scott Maynard     | Voted: Absent |
| 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. DISCUSSION AND CONSIDERATION OF APPROVAL TO ADVERTISE FOR A FIXED BASE OPERATOR.**

Alderman Wynn offered a motion to advertise for a Fixed Base Operator for the Airport. The motion was seconded by Alderman Walker with the Board voting as follows:

Alderman Ben Carver Voted: Yea  
 Alderman Lisa Wynn Voted: Yea  
 Alderman David Little Voted: Absent  
 Alderman Jason Walker Voted: Yea  
 Alderman Scott Maynard Voted: Absent  
 Alderman Roy A'. Perkins Voted: Yea  
 Alderman Henry Vaughn, Sr. Voted: Yea

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

**28. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF JANUARY 27, 2016 FOR FISCAL YEAR ENDING 9/30/16.**

Upon the motion of Alderman Walker to move approval of the City of Starkville Claims Docket for all departments as of January 27, 2016 for fiscal year ending 9/30/16, duly seconded by Alderman Wynn, the Board voted as follows:

Alderman Ben Carver Voted: Yea  
 Alderman Lisa Wynn Voted: Yea  
 Alderman David Little Voted: Absent  
 Alderman Jason Walker Voted: Yea  
 Alderman Scott Maynard Voted: Absent  
 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       | \$ 292,314.23 |
| Restricted Police Fund       | 002       | 542.88        |
| Airport Fund                 | 015       | 1,580.81      |
| Sanitation                   | 022       | 179,471.96    |
| Landfill                     | 023       | 137.75        |
| Parking Mill Project         | 311       | 5,000.00      |
| Park and Rec Tourism         | 375       | 9,603.75      |
| Water/Sewer                  | 400       | 6,254.49      |
| Trust & Agency               | 610       | 23,325.94     |
| Economic Dev, Tourism & Conv | 630       | 77,753.14     |
| Sub Total Before Utilities   | Sub       | \$ 595,984.95 |
| Utilities Dept               | Utilities | 2,603,060.43  |

|              |       |                 |
|--------------|-------|-----------------|
| Total Claims | Total | \$ 3,199,045.38 |
|--------------|-------|-----------------|

**29. A MOTION TO RECESS UNTIL FEBRUARY 16, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, for the Board of Aldermen to recess the meeting until February 16, 2016 @ 5:30 at 110 West Main Street in the City Hall Courtroom, the Board voted as follows:

- Alderman Ben Carver            Voted: Yea
- Alderman Lisa Wynn            Voted: Yea
- Alderman David Little        Voted: Absent
- Alderman Jason Walker        Voted: Yea
- Alderman Scott Maynard      Voted: Absent
- Alderman Roy A'. Perkins     Voted: Yea
- Alderman Henry Vaughn, Sr. Voted: Yea

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

SIGNED AND SEALED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

\_\_\_\_\_  
PARKER WISEMAN, MAYOR

Attest:

\_\_\_\_\_  
LESA HARDIN, CITY CLERK

(SEALED)